



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, NOVEMBER 5, 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, November 5, 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 are discussing something not included on the agenda, the Commission cannot take any formal action until it is placed on an agenda and notice of the meeting is properly posted. Registration for Public Comments must be submitted to the City Secretary before the City Commission meeting is called to order. As the Mayor calls upon those who submitted a registration form with the City Secretary, please step to the podium and state your name and address before beginning your presentation.

III. 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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 October 1, 2019.
(Staffed by City Secretary Department.) Attachment.

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

- 1) Approval on 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 held October 15, 2019; staffed by Finance Department.) Attachment
- 2) Approval on Ordinance 2019-42 amending Ordinance 2013-22, the City of Weslaco Subdivision Ordinance- Annexation and Development Agreement requirement; and authorize the Mayor to execute any related documents. (First reading held October 15, 2019; staffed by Planning & Code Enforcement Department.) Attachment
- 3) Approval on Ordinance 2019-45 a budget amendment in the amount of \$360,000 in revenue and appropriations in the amount of \$387,435 in relation to the Hotel/Motel Tax fund and having a projected ending fund balance of \$597,685 and authorize the Mayor to execute any related documents. (First reading held October 15, 2019; staffed by Finance Department.) Attachment

C. Approval on the renewal of a Public Purposes Services Contract with the Boys & Girls Club of Weslaco in an amount not to exceed \$75,000.00 for the public purpose services and activities in this contract, effective October 1, 2019 through September 30, 2020 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment

D. Approval on the renewal of a Public Purpose Service Contract with the Weslaco Bicultural Museum d.b.a. Weslaco Museum of Local History and Cultural Art in an amount not to exceed \$63,100.00 effective October 1, 2019 through September 30, 2020 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment

E. Approval on the renewal of Professional Services Agreement as recommended by the Weslaco Hotel Occupancy Tax Advisory Committee and approved by the City Commission as follow:

1. Frontera Audubon Society - \$ 39,000.00
2. Valley Nature Center - \$ 40,800.00 and
3. Weslaco Chamber of Commerce \$236,635.00

and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment

F. Approval to ratify acceptance of Office of the Governor's Criminal Justice Division Funding Grant #3814601, a grant to fund the Crime Victim Coordinator salary and purchase a laptop and printer in an amount not to exceed \$33,984.05 with a **20% MATCH REQUIRED (\$8,496.01)** and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

- G. Approval to ratify acceptance of grant award from the Office of the Governor's Homeland Security Grants Division Funding (2019 State Homeland Security Program – LETPA Projects) in an amount of \$19,000 with **NO MATCH REQUIRED** and authorize the Mayor to execute any related documents. (Staffed by the Police Department.) Attachment
- H. Approval on Resolution 2019-75 to apply to the Criminal Justice Division Opioid Antagonist Grant Program, FY2020 for an amount not to exceed \$100,000 with **NO MATCH REQUIRED** and authorize the Mayor to execute any related documents (Staffed by Police Department.) Attachment
- I. Approval to authorize the Mayor Joe V Sánchez Public Library to implement a Food for Fines program supporting local food drives and the RGV Food Bank during the Holiday Season and to start a toy drive collection and authorize the Mayor to execute any related documents. (Staffed by Library Department.) Attachment
- J. Approval to authorize staff to solicit Request for Qualifications for professional services for geotechnical and material testing and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)
- K. Approval on request from the Weslaco Centennial Committee to install street banners across N. Texas Blvd. and N. Westgate Dr. below E. Frontage Rd. on or before November 1, 2019 and remove after December 10, 2019 and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.) Attachment
- L. Approval of payment to Rio Grande Valley Communication Group in the amount of \$42,504.00 for various departmental subscription usage and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment
- M. Approval to authorize solicitation for Request for Qualifications to provide Architectural/Engineering design services for the Airport hangar project. (Staffed by Airport.) Attachment

IV. APPOINTMENTS

- A. Discussion and consideration to approve Resolution 2019-73 appointing a member to an expired term on the Board of Adjustments & Appeals to the Zoning Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

V. OLD BUSINESS

- A. Discussion and consideration after public hearing on behalf of Joe Olivarez to approve

Ordinance 2019-43 to rezone 710 S. Missouri. Also being Lots 3, 4, 5, 6, and 7, Blk 56, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-43. Possible Action. (This item was tabled October 15, 2019; staffed by Planning and Code Enforcement Department.) Attachment

- B. Discussion and consideration to approve Ordinance 2019-44 amending Section 12 of Ordinance 397, to fix residential, commercial, and industrial garbage rates; providing an effective date; and ordaining other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-44. Possible action. (This item was tabled October 15, 2019; staffed by Finance Department.) Attachment
- C. Discussion and consideration to approve the FY 2019-2020 Proposed Street Improvement Projects and authorize the Mayor to execute any related documents. Possible action. (There was no action on September 17, 2019; staffed by Public Works Department.) Attachment
- D. 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. (This item was tabled October 1, 2019 and no action October 15, 2019; staffed by Engineering Department.)

VI. NEW BUSINESS

- A. Discussion and consideration to approve Ordinance 2019-46 amending Ordinance 1989-06, The City of Weslaco Off-Street Parking and Loading Spaces Ordinance-Dance Halls/Event Centers; and authorize the Mayor to execute any related documents. First Reading of Ordinance 2019-46. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment
- B. Discussion and consideration to approve Resolution 2019-74 to allocate votes in the election for the 2020-2021 Board of Directors of the Hidalgo County Appraisal District pursuant to §6.03(e) of the Texas Property Tax Code and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Managers Office.) Attachment
- C. Discussion and consideration on the purchase of Capital Outlay equipment approved for FY 2019-2020 as follows:
 - 1. Compact Van (1) - Bldg. Maint. not to exceed \$22,250.00 through Gunn Chevrolet TXMAS SMARTBUY CONTRACT
 - 2. Truck 3/4 ton (1) - Streets Dept not to exceed \$31,800.00 through Caldwell Country

Chev. Buyboard Contract vendor 521-16

3. Truck 3/4 ton (1) - Parks Dept not to exceed \$32,000.00 through Caldwell Country Chev. Buyboard Contract vendor 521-16

4. Utility Tractor 5065E (1) - Parks Dept. not to exceed \$43,800.00 through Buyboard Contract #529-17 vendor Deere & Company

5. Mower Flex Wing FM2120R (1) - Parks Dept. not to exceed \$26,500.00 through Buyboard Contract #529-17 vendor Deere & Company

6. Tractor Z970R Mower (1) - Parks Dept. not to exceed \$14,400.00 through Buyboard Contract #529-17 vendor Deere & Company;

and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment

- D. Discussion and consideration on Ordinance 2019-47 establishing a Series 2019 Drainage Capital Project fund for drainage improvements in the amount of \$10,107,256 and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-47. Possible action. (Staffed by Finance Department.) Attachment
- E. Discussion and consideration on Ordinance 2019-48 approving a budget amendment for the Series 2019 Drainage Capital Project fund for drainage improvements in the amount of \$10,107,256.30 and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-48. Possible action. (Staffed by Finance Department.) Attachment
- F. Discussion and consideration on Ordinance 2019-49 establishing an Interest & Sinking Debt Fund on the Series 2019 Bond issue related to drainage improvements and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-49. Possible action. (Staffed by Finance Department.) Attachment
- G. Discussion and consideration on the purchase of 2 EKG Monitors (LP 15) for total of \$55,665.60 approved for FY 2019-2020 CIP and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment
- H. Discussion and consideration on request from the Weslaco Centennial Committee on the closure of streets from December 6-10, 2019 for the Centennial Celebration festivities:
- 1) Designate S. Illinois Ave from Business 83 to East 6th Street a one-way street from 4pm on Friday, December 6th to 8:00 p.m. Sunday, December 8th;
 - 2) Closure of 4th, 5th and 6th streets from S. Kansas Ave to S. Illinois Ave for Fiesta Cien from 6pm Friday, December 6 to midnight Sunday, December 8;
 - 3) Closure of E. Agostadero Street and E. Plaza Street from N. Kansas Ave to N Illinois and use of La Plazita Park for Conjunto Neighborhood Dance from 7pm to 10pm on Saturday, December 6;
 - 4) Closure of N. Texas Blvd from Lone Star Bank to Su Casa Adult Day Care on Railroad Street from 6pm to 9pm Saturday, Dec 6 for Posada; and

5) Closure of Pike Blvd. from Westgate Drive to the wet parking entrance of Weslaco High School for fireworks at Bobby Lackey Stadium from 8pm to 9pm December 10; and
to waive all fees for all Special Events for the Centennial Celebration authorizing the Mayor to execute any related documents as may be required by the Texas Department of Transportation. Possible action. (Requested by Weslaco 100 Committee.) Attachment

- I. Discussion and consideration to approve a six-month extension of the Final Plat for JOW Subdivision, 28.33-acre tract of land out of Farm Tract 62, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located at 2615 E. Sugar Cane Drive. Possible action. (Staffed by Planning and Code Enforcement Department.)

VII. REPORTS

- A. Report by Weslaco Area Chamber of Commerce.
- B. Report by Economic Development Corporation of Weslaco.
- C. Report by Inframark.
- D. Report by Public Works.

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.
- D. Legal Consultation - Seek City Attorney opinion relating to the lawsuit with CDM as authorized by §551.071 of the Texas Government Code.
- E. Real Property – Consultation with City Attorney on the purchase of real property described as Lots 1-4, Block 43, Weslaco Original Townsite located at 501 S. Kansas as authorized by section §551.072 of the Texas Local Government Code.
- F. Real Property– Consultation with City Attorney on the sale of real property legally described as Lot 4, Block 143, West Tract Subdivision located in the 2400 Block of N. Texas Boulevard as authorized by §551.072 of the Texas Local Government Code.
- G. Real Property – Consultation with City Attorney on the purchase of real property located at the corner of Witmer Street and South Bridge Avenue as authorized by §551.072 of the Texas Local Government Code
- H. Legal Consultation - Seek City Attorney opinion relating to breach of contract by Accela and consider authorizing City Attorney to proceed with legal action as authorized by §551.071 of the Texas Government Code.

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 1st day of November 2019 at 4:30 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Myra Ayala, City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:

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: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2820	
From:			
Subject: Approval of the Minutes of the Regular Meeting on October 1, 2019. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action for regular meeting on October 15, 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		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: 191001 minutes			
Responsibilities upon Approval: Execute and retain.			



**MINUTES
A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, OCTOBER 1, 2019**

On Tuesday, October 1, 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	J.P. Rodriguez
	Commissioner	Leo Muñoz
	Commissioner	Adrian Farias
ABSENT:	Commissioner	Josh Pedraza
	Commissioner	Letty Lopez
STAFF:	City Manager	Mike Perez
	City Secretary	Myra Ayala Garza
	City Attorney	Juan E. Gonzalez

Also present: Aida Vega, Deputy City Secretary, Vidal Roman, Finance Director, Eduardo Gill, Interim Information Technology Director; Rebekah de la Fuente, Assistant Planning Director; Robert Lopez, Asst. Police Chief, Antonio Lopez, Fire Chief, Pete Garcia, Public Works Director; Arnold Becho, Library Director; Rosa Huerta, Municipal Court Coordinator and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, September 27, 2019.

B. Invocation.

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

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

Mayor Suarez recognized and proclaimed “Texas Chamber of Commerce Week” October 14-18, 2019.

E. Roll Call.

Myra Ayala Garza, City Secretary, called the roll noting the absence of Commissioner Lopez and Pedraza at the time of roll call and a quorum present.

II. PUBLIC COMMENTS

None.

III. CONSENT AGENDA

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

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

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.)

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.)

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.)

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.)

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.)

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

For the record, following is the ordinance.

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
/s/David Suarez, MAYOR

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

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

IV. APPOINTMENTS

A. Discussion and consideration 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.)

Joe Pedraza, Health Official, stated two members terms are set to expire; recommended re-appointment of Andy Veliz wishes to continue to serve and stated Frank Castellanos did not seek re-appointment; interest received from Edward Mejia and Nick Carranza.

Mayor Pro Tem Kerr, seconded by Commissioner Farias moved to approve Resolution 2019-69 appointing Andy Veliz and Nick Carranza on the Board of Adjustments and Appeals to the Zoning-Ordinance as presented. The motion carried; Mayor Suarez was present and voting.

For the record, following is the resolution.

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.

NAME	TERM ENDING
1. Andy Veliz	11/02/2021
2. Nick Carranza	11/06/2021

PASSED AND APPROVED on this 1st day of October, 2019.

CITY OF WESLACO
/s/David Suarez, MAYOR

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

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

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.)

Rebekah de la Fuente, Assistant Planning Director, stated a vacancy for Commissioner District 4 needed to be filled. Interest has been received from Erik Ramirez, Edward Mejia and Noe Rodriguez III.

Commissioner Farias seconded by Commissioner Muñoz moved to approve Resolution 2019-70 appointing Erik Ramirez to the Weslaco Citizens Drainage Advisory Board as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution.

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 Erik Ramirez 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
/s/David Suarez, MAYOR

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

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

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.)

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

Rebekah de la Fuente, Assistant Planning Director, stated the developer withdrew the request for voluntary annexation. Staff recommended the item be removed off the agenda. The City Manager recommended remove from the agenda and accept withdrawal recommending the developer submit a development agreement allowing City to inspect and accept any infrastructure done connecting to city utilities with the agreement to reviewed by legal.

Mayor Pro Tem Kerr, seconded by Commissioner Lopez moved the item be removed from the agenda and developer submit a development agreement allowing City to inspect and accept any infrastructure done connecting to city utilities and agreement reviewed by legal. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

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

The City Manager stated the developer submitted project costs to date and requested additional funds to assist in the completion of the project. The recommendation is to approve a reimbursement agreement for the developer that would allow the developer to recuperate cost associated with the project.

In response to Mayor Pro Tem Kerr, developer stated project is close to completion; less then 170-180 feet of the last tie-in; major connection to manhole done and continuing to dewater with project completed next 2-3 weeks. The City Manager stated no reimbursement could begin until the project is completed, accepted and reimbursement agreement approved. In response to Commissioner Muñoz, City Manager stated the request as presented was additional monies and his recommendation was a reimbursement agreement with commission approval. Commissioner Muñoz commented commission action tabled the item until project was completed for actual project cost and was not presented as such. Staff stated an inspection of the project lacked installation of manhole, re-do well points and extension of line going South on FM1015 estimated 2-3 weeks of work. City Manager recommended executive session for consultation.

At 6:02 p.m. Mayor Pro Tem Kerr, seconded by Commissioner Rodriguez moved to convene the regular meeting into executive session for consultation with City Attorney.

At 6:06 p.m. Mayor Suarez reconvened the regular meeting opened to the public. Juan E. Gonzalez, City Attorney noted for the record consultation discussed was potential litigation.

Mayor Pro Tem Kerr, seconded by Commission Rodriguez moved to authorize staff and City Attorney negotiate with contractor for a development agreement. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Mike Perez, City Manager, stated the Master Fee schedule is reviewed by the departments annually for any necessary changes to charges and/or fees imposed by the City or newly enacted legislation. The City Manager recommended to table the item and allow the commission time to review.

Mayor Pro Tem Kerr, seconded by Commissioner Muñoz moved to table until the next regular meeting. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Commissioner Muñoz, seconded by Commissioner Rodriguez moved to unseal sole bid received. The motion carried unanimously; Mayor Suarez was present and voting.

The City Manager presented the sole bid received to Mayor Suarez to be unsealed as has been the practice with a sole respondent. The recommendation is to accept sole bid if under budget and/or if over budget within \$100,000 allow time to evaluate for a recommendation. Project cost is \$1 million.

Mayor Suarez announced base bid submitted was \$1,034,900. The City Manager stated no alternate bid submitted (installation); sole respondent was Municipal Valve & Equipment and request for proposals requested installation as the alternate bid. The City Manager recommended to table and allow review and have a recommendation from the Weslaco Citizens Advisory Board.

In response to the Commission, total flap gates are 85 and the respondent is a sole vendor for this type of Flap Gate; may need to consider other options in the type of flap gates.

Mayor Pro Tem Kerr, seconded by Commissioner Muñoz moved to table as recommended. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Mayor Pro Tem Kerr, seconded by Commissioner Muñoz moved to unseal sole bid received. The motion carried unanimously; Mayor Suarez was present and voting.

The City Manager presented the sole bid received to Mayor Suarez to be unsealed. Mayor Suarez announced Cordia Construction sole respondent submitted bid of \$79,054 for removal of dirt. The City Manager stated unit price was \$29.00 for 2,726 cubic yard of dirt and recommended to table and allow evaluation of the terms of bid and timeline for removal of the dirt.

Commissioner Muñoz seconded by Commissioner Rodriguez moved to table as recommended. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Commissioner Muñoz moved to discuss.

Rebekah de la Fuente stated the top six firms were interviewed on September 25 and the selection of a firm was presented for action. The City Manager recommended the commission rank the top three firms of the six interviewed as one, two and three with the firm receiving the least vote be considered.

Commissioner Muñoz, seconded by Commissioner Farias moved to rank the firms one, two and three as recommended. Mayor Suarez noted if negotiations are unsuccessful with the selected firm the item come back to the commission for selection of another firm.

Mayor Pro Tem Kerr voiced consideration on the selection of the firm be by majority vote of the commission and not ranking score.

Commission Farias rescinded his second.

Mayor Suarez seconded the original motion to rank the firms and passed as follows: Commissioner Muñoz, Commissioner Rodriguez and Mayor Suarez in favor; against Mayor Pro Tem Kerr and Commissioner Farias.

The City Attorney tallied the scores and announced Sigler Winston and Greenwood (SWG) ranked number one with a tie score with B2Z Engineering and Cruz Hogan. The City Manager recommended to authorize negotiations with SWG.

The original motion carried to award and negotiate with Sigler Winston and Greenwood (SWG). The motion carried unanimously; Mayor Suarez was present and voting.

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.)

The City Manager stated four firms submitted proposals and evaluated for Municipal Audit Services. Staff, recommended Carr, Riggs & Ingram, LLC be selected and authorize negotiations for a three-year agreement.

Commissioner Muñoz, seconded by Rodriguez moved to award Carr, Riggs & Ingram, LLC and authorize negotiations for a three-year agreement as recommended. The motion carried unanimously; Mayor Suarez was present and voting.

VII. 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 and billboards; visitors for the month totaled 582 includes in and out-of-state; twelve facility reservations; working with the Weslaco 100 promoting the event and sponsors as well as coordinating the Christmas parade; the Weslaco Business Expo & Job Fair held September 6, 2019 was a success with 251 participants, 37 Employers and over 50 onsite interviews conducted and will be looking at another job fair event. Texas Chamber of Commerce week will be celebrated October 14-18.

B. Report by Economic Development Corporation of Weslaco.

Marie McDermott, Executive Economic Development Director, reported Alfresco held September 19 with 93 vendors; reported on the lighting project of the underpass at Texas Blvd to be completed in time for the Weslaco 100 celebrations; call centers looking at Weslaco with potential creation of 150 and 300 jobs waiting on approval for Kapal Cabinet House Texas Enterprise Zone Application and summary leads totaled 63 and capital investment for 2018-2019 at \$8,822,211.

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.

VIII. EXECUTIVE SESSION

At 6:41 p.m., Mayor Pro Tem Kerr seconded by Commissioner Muñoz moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:54 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

A. 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.

Mayor Pro Tem Kerr, seconded by Commissioner Muñoz moved to approve a two percent increase and the health insurance premium be paid into a health retirement account. The motion carried unanimously; Mayor Suarez was present and voting.

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.

Mayor Pro Tem Kerr, seconded by Commissioner Muñoz moved to authorize the City Manager to negotiate a loan from the Weslaco economic Development Corporation as discussed in executive session and back to the commission for approval. The motion carried unanimously; Mayor Suarez was present and voting.

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.

Mayor Pro Tem Kerr, seconded by Commissioner Rodriguez moved to approve the Mayor, City Manager and City Attorney meet with the Fire Union as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

X. ADJOURNMENT

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

CITY OF WESLACO

ATTEST:

MAYOR, David Suarez

Myra L. Ayala Garza, CITY SECRETARY

MAYOR PRO-TEM, Greg Kerr

COMMISSIONER, Leo Muñoz

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Adrian Farias

ABSENT
COMMISSIONER, Letty Lopez

ABSENT
COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2798	
From:			
Subject: Approval on 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 held October 15, 2019; 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 - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Sonia Flores		Approved	
Vidal Roman		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: Master Fee Schedule FY 2020-10.23.19, O2019-41 amend Master Fee schedule			
Responsibilities upon Approval:			

CITY SECRETARY'S OFFICE	Old Fee Amount	New Fee Amount	Unit
Sound truck permit	\$25	\$25	for (3) three days
Parades and processions	\$50.00	\$50.00	
Premises license:			
First year	\$25.00	\$25.00	
Every year thereafter	\$20.00	\$20.00	
Notary public services:			
All notarial acts	\$6.00	\$6.00	
Certified copies	\$10.00	\$10.00	
Standard paper copy	\$0.10	\$0.10	per page
Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)	\$0.50	\$0.50	
Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)			actual cost
Diskette	\$3.00	\$3.00	
Magnetic tape			actual cost
Data cartridge			actual cost
Tape cartridge			actual cost
Rewritable DC (DC-RW)	\$1.00	\$1.00	
Non-rewritable DC (CD-R)	\$1.00	\$1.00	
Digital video disc (DVD)	\$3.00	\$3.00	
Jaz drive			actual cost
Other electronic media			actual cost
VHS video cassette	\$2.50	\$2.50	
Audio cassette	\$1.00	\$1.00	
Labor Charge			
For programming	\$28.50	\$28.50	per hour
For locating, compiling, and reproducing	\$15.00	\$15.00	per hour
Overhead charge	20% of labor charge	20% of labor charge	
Microfiche or microfilm charge:			
Paper copy	\$0.10	\$0.10	per page
Fiche or film copy			actual cost
Remote document retrieval charge			actual cost
Computer resource charge			
Mainframe	\$10.00	\$10.00	per CPU minute
Midsized	\$1.50	\$1.50	per CPU minute
Client/server system	\$2.20	\$2.20	per clock hour
PC or LAN	\$1.00	\$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	<i>Old</i> Fee Amount	<i>New</i> Fee Amount	Unit
Vital statistics:			
Birth certificates:			
Wallet-sized certificate	\$ 23.00	\$ -	
Full-sized certified copy	\$23.00	\$23.00	
Pouches-Vital Records	\$ -	\$2.00	
Remote system issue	\$23.00	\$23.00	
Death certificates:			
First copy	\$21.00	\$21.00	
Each additional copy of same certificate	\$4.00	\$4.00	
Plastic pouch for wallet-sized certificates	\$1.00	\$1.00	
Plastic pouch for full-sized certificates	\$2.00	\$2.00	
Searching fee for birth record	\$23.00	\$23.00	
Searching fee for death record	\$21.00	\$21.00	
Burial Transit Permit - Outside City Hall hours	\$25.00	\$25.00	
Burial Transit Permit - tardiness penalty	\$25.00	\$25.00	per additional half hour waiting
Map fees:			
Black and White 11 × 17	\$5.00	\$5.00	
Black and White 17 × 24	\$7.00	\$7.00	
Black and White 24 × 36	\$10.00	\$10.00	
Black and White 28 × 40	\$12.00	\$12.00	
Black and White 36 × 48	\$15.00	\$15.00	
Color 8½ × 11	\$4.00	\$4.00	
Color 11 × 17	\$10.00	\$10.00	
Color 17 × 24	\$12.00	\$12.00	
Color 24 × 36	\$14.00	\$14.00	
Color 28 × 40	\$16.00	\$16.00	
Color 36 × 48	\$20.00	\$20.00	
Street use:			
Permit			
Plus \$20.00 per office, per hour (minimum two hours)	\$25.00	\$25.00	
Street closure:			
Permit	\$50.00	\$50.00	
Barricade deposit	\$100.00	\$100.00	
Game permit:			
Coin-operated machine permit, per machine, per year	\$15.00	\$15.00	
Premises license, yearly	\$50.00	\$50.00	

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

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

INFORMATION TECHNOLOGY	Old Fee Amount	New Fee Amount	Unit
Badge Replacement	\$7.00	\$7.00	

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

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

FIRE/EMS	Old Fee Amount	New Fee Amount	Unit
Annual ambulance permit fee	\$ 350.00	\$375.00	per company
per inspection	\$25.00	\$25.00	per inspection
ALS1	\$850.00	\$850.00	
ALS2	\$1,050.00	\$1,050.00	
Mileage (per mile)	\$12.00	\$12.00	
ALS3	\$0.00	\$0.00	
ALS4	\$850.00	\$850.00	
BLS1	\$650.00	\$650.00	
BLS2	\$650.00	\$650.00	
EXT1	\$150.00	\$150.00	
EXT2	\$150.00	\$150.00	
EXT3	\$150.00	\$150.00	
EXTU	\$150.00	\$150.00	
MONI	\$150.00	\$150.00	
NOTR	\$30.00	\$30.00	
WAIT	EMS \$50.00 ½ hour Fire Engine \$150.00 per ½ hour	EMS \$50.00 ½ hour Fire Engine \$150.00 per ½ hour	
Haz-mat response:			
Base rate per incident	\$ 1,000 base rate	\$ 1,500 base rate	
Equipment replacement cost	20 percent plus	20 percent plus	
Per each firefighter	\$100.00	\$100.00 plus/per firefighter	
Fire prevention:			
Adult day care center, annual/facility	\$75.00	\$75.00	
Child day care center, annual/facility	\$75.00	\$75.00	
Annual health care/nursing home/hospital inspection	\$150.00	\$150.00	
Plan reviews/inspections after normal working hours, per hour, two-hour minimum	\$37.50	\$37.50	
Control burning permit	\$75.00	\$75.00	
Underground/aboveground storage tank inspection:			
Acceptance test 10,000 gallons or less, per tank	\$75.00	\$75.00	
More than 10,000 gallons, per tank	\$112.50	\$112.50	
Aboveground flammable liquid tank permit:			
Temporary A, 90 days	\$75.00	\$75.00	
Temporary B, 180 days	\$112.50	\$112.50	
Temporary C, 1 year	\$187.50	\$187.50	
Automatic hood fire extinguisher test	\$75.00	\$75.00	
New sprinkler system plan review:			
1—200 heads	\$150.00	\$150.00	
201 or more, per head	\$0.75	\$0.75	
over 3,000 heads, maximum	\$2,250.00	\$2,250.00	
Hydrostatic test on underground/aboveground for sprinkler system, per hour, two-hour minimum	\$75.00	\$75.00	
Fire alarm system test	\$75.00	\$75.00	
Fire alarm modify, per device	\$7.50	\$7.50	
False alarm (after second call/monthly base):			
Commercial	\$ 225.00	\$300.00	
Residential	\$75.00	\$75.00	
Bonfires	\$300.00	\$300.00	
Fireworks displays	\$300.00	\$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	HCP	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	Old Fee Amount	New Fee Amount	Unit
Late or Lost fees:			
Adult books	\$0.10 per day (\$7 maximum per item)	\$0.10	per day (\$3 maximum per item)
Children's books	\$0.10 per day (\$7 maximum per item)	\$0.10	per day (\$3 maximum per item)
Videos/DVD's	\$1.00 per day (\$7 maximum per item)	\$1.00	per day (\$3 maximum per item)
Cassettes/CD's	\$0.25 per day (\$7 maximum per item)	\$0.25	per day (\$3 maximum per item)
Audio books	\$0.25 per day (\$7 maximum per item)	\$0.25	per day (\$3 maximum per item)
Computer or Tablet	\$1.00 per hour (\$20 maximum per item)	\$4.00	per day (\$20 maximum per item)
Hotspot or any other equipment not specified herein	\$4.00	\$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	\$300 maximum fee, not to exceed original cost of the item	
Hotspot Replacement fee	\$70.00	\$70.00	
Lost card replacement—First time	\$2.00	\$2.00	
Lost card replacement—Second time	\$3.00	\$3.00	
Lost card replacement—Third time and after	\$5.00	\$5.00	
Maximum fine per item	Cost of item plus \$15.00 processing	Cost of item plus \$15.00 processing	
Interlibrary loan fee—Print (\$15.00 maximum)	\$0.25	\$0.25	per day
Interlibrary loan fee—DVD and Other (\$15.00 maximum)	\$1.00	\$1.00	per day
Lost ILL book or item	Lending library costs plus \$20.00 processing	Lending library costs plus \$20.00 processing	
Black and white printing	\$0.10	\$0.10	per page
Color printing	\$0.50	\$0.50	per page
Black and white copying	\$0.10	\$0.10	per page
Color copying	\$0.50	\$0.50	per page
Document scanning	\$0.25	\$0.25	per page
Local document faxing	\$1.00	\$1.00	per page
Long distance document faxing	\$1.00	\$1.00	per page
3D printing	\$0.10	\$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.	\$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	\$200.00	
Auditorium Half Day	\$100.00	\$100.00	
Auditorium after hours use	\$300.00	\$300.00	
Meeting room	\$100.00	\$100.00	
Meeting Room Half Day	\$25.00	\$25.00	
Meeting room after hours use	\$200.00	\$200.00	
Auditorium/meeting room late cancellation fee	\$50.00	\$50.00	
Auditorium or meeting room deposit for damage and overtime (refundable)	\$100.00	\$100.00	

PARKS & RECREATION		Current Fees	
Weslaco Service Center:		Resident	Non-resident
(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:		Resident	Non-resident
Rental of two hours		\$225.00	\$250.00
Rental of three hours		\$275.00	\$300.00
Over 50 people:			
one extra life guard for every 25 people		\$10.00 per hr.	\$10.00 per hr.
Pool classes: Gus and Goldie:		Resident	Non-resident
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:		Resident	Non-resident
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:		Resident	Nonresident
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

No Change proposed. Fees remain the same for FY 2019-2020

PLANNING & ZONING	Old Fee Amount	New Fee Amount	Unit
Processing Fee (tech) for Building Permits, Planning Applications & Health Permits	\$5.00	\$5.00	
Taxicab application each driver	\$25.00	\$25.00	
1st Taxicab license	\$100.00	\$100.00	
Each additional taxicab License	\$50.00	\$50.00	
Subdivision platting	\$350.00 + (2%) two percent inspection fee, (3%) three percent material testing	\$350.00 + (2%) two percent inspection fee, (3%) three percent material testing	
Subdivision review	\$50.00	\$50.00	
Park Fees	\$400.00	\$400.00	per residential lot
Subdivision variance fee	\$250.00	\$250.00	per apartment unit
Conditional use permit	\$50.00	\$50.00	per variance
Rezoning	\$300.00	\$300.00	
Board of adjustments	\$250	\$250	Plus \$20.00 for each additional variance
Code Enforcement:			
Cleaning of vacant lots	\$0.0125	\$0.0125	per square foot
Tree trimming	\$50.00	\$50.00	per home
Building permit fee schedule:			
Facility Inspection	\$25.00	\$25.00	
Commercial construction fees based on Total Valuation:			
\$1000.00 and less	\$ 15.00	\$ 25.00	
\$1001.00 to \$50,000.00	\$15.00 for the first \$1,000.00 plus \$5.00 for each additional thousand of fraction thereof, to and including \$50,000.00		
\$50,001.00 to \$100,000.00	\$260.00 for the first \$50,000.00 plus \$4.00 for each additional thousand of fraction thereof, to and including \$100,000.00		
\$100,001.00 to \$500,000.00	\$460.00 for the first \$100,000.00 plus \$3.00 for each additional thosudand of fraction thereof, to and including \$500,000.00		
\$500,001.00 and up	\$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thosudand of fraction thereof		
Residential construction fees minimum fee based on square footage:			
Single family dwelling, Multi-family,Townhouse, Duplex, residential alterations, additions, storage, and accessory uses attached and detached including decks and balconies, flat work	\$ -	Permit- \$0.18 per square foot of all floor area under roof. Fee includes 1 drive approach	
Fences new or replacement	\$ -	Permit\$0.20 per linear foot	
Residential reroofing and roofing overlay	\$ -	Permit \$0.10 per square foot, fee is per structure or building	
Demolition fees:			
Commercial	\$100.00	\$100.00	
Residential	\$50.00	\$50.00	
Accessory structures	\$15.00	\$15.00	
Moving:			
Residential compliance inspection	\$100.00	\$100.00	
Commercial compliance inspection	\$100.00	\$100.00	

PLANNING & ZONING - Continue	Old Fee Amount	New Fee Amount	Unit
Special event permit:			
Type I or Type II	\$50.00	\$50.00	
Electric permit fees:			
Electrical building permit	\$50.00	\$50.00	
Electrical service re-connect fee	\$30.00	\$30.00	
New Service	\$20.00	\$20.00	
Temporary Service Pole	\$10.00	\$10.00	
Temporary Working Clearance	\$25.00	\$25.00	
Upgrade Service	\$10.00	\$10.00	
First 42 Circuits	\$1.00	\$1.00	each
Next 42 Circuits	\$0.50	\$0.50	each
All Circuits above 84	\$0.25	\$0.25	each
Generator	\$100.00	\$100.00	
Plumbing, fuel/gas permit fees:			
Plumbing, fuel/gas permit	\$50.00	\$50.00	
Small fixtures (bathtub, drinking fountain, floor sink, floor drain, sink, lavatory, shower, urinal back-flow device assembly, water heater, water treatment, water closet, etc.)	\$3.00 each (kitchen sink and disp. slop sink, waste interceptor, backflow preventer, dish washer, laundry tray, clothes washer, vacuum breaker)		
Large fixtures (grease trap, waste interceptor, sewer line, water line, gas line, etc.)	\$20.00 \$100.00 \$20.00 \$50.00 \$100.00 \$30.00 \$15.00 \$100.00	\$20.00 \$100.00 \$20.00 \$50.00 \$100.00 \$30.00 \$15.00 \$100.00	Water heater Sewer connection Water piping Gas test Sewer tap Sprinkler system Water meter permit fee Grease trap
Mechanical permit fees:			
Mechanical permit	\$50.00	\$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	\$100.00	
General fees:			
Re-inspection or failed inspection	\$45.00	\$45.00	
Emergency inspections:			
Requested with less than ½ day's notice	\$27.00	\$27.00	
Overtime	\$42.00	\$42.00	per hour
Inspection requested for after 4:30 p.m. (two-hour minimum plus emergency inspection fee)	\$80.00	\$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 this Code in execution of the work nor from any other penalties prescribed herein.		

PLANNING & ZONING - Continue	Old Fee Amount	New Fee Amount	Unit
Penalties, work commencing prior to permit issued:			
First violation	\$200.00	\$200.00	
Second violation	\$250.00	\$250.00	
Third violation	\$500.00	\$500.00	
Fourth violation	\$750.00	\$750.00	
Permit extensions:			
First extension	\$25.00	\$25.00	
Subsequent extension	\$50.00	\$50.00	
Permit extension prior to permit expiration date	50% of permit fee	50% of permit fee	
Registration:			
Contractor initial fee	\$100.00	\$100.00	
Contractor annual renewal fee	\$30.00	\$30.00	
Health:			
Food service establishment permit	\$150.00	\$150.00	
Seafood markets	\$150.00	\$150.00	
Meat markets	\$150.00	\$150.00	
Meat Packers	\$150.00	\$150.00	
Tortillerias	\$150.00	\$150.00	
Bakeries	\$150.00	\$150.00	
Special events	\$100.00	\$100.00	
Beer and wine on premises (BG)	\$87.50	\$87.50	
Beer and wine off premises (BQ)	\$30.00	\$30.00	
Liquor store (package store) (P)	\$250.00	\$250.00	
Liquor mixed beverage (lounge) (MB) at 3rd year	\$375.00	\$375.00	
City registration	\$10.00	\$10.00	
Delicatessen	\$150.00	\$150.00	
Food handlers	\$10.00	\$10.00	
Food manager's license	\$15.00	\$15.00	
Fruit and vegetable	\$100.00	\$100.00	
Garage sale permit	\$10.00	\$10.00	
Health permit	\$100.00	\$100.00	
Heimlich poster	\$5.00	\$5.00	
Produce	\$75.00	\$75.00	
Public cafeteria	\$150.00	\$150.00	
Reinspection fee	\$25.00	\$25.00	
Retail food establishment	\$150.00	\$150.00	
Temporary permit	\$20.00	\$20.00	per day
Vendor application fee	\$75.00	\$75.00	
Small Cell Network Provider			
First Five (5) Network Nodes	\$500.00	\$500.00	
Each Additional Node	\$250.00	\$250.00	
Per Pole	\$1,000.00	\$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	Old Fee Amount	New Fee Amount	Unit
Fingerprints	\$10.00	\$10.00	
Wrecker permits, annually	\$15.00	\$15.00	
Funeral escort	\$150.00	\$150.00	
Bank escort	\$50.00	\$50.00	
Alarm permits (annual)	\$25.00	\$25.00	
Accident report	\$6.00	\$6.00	
Local police background check	\$10.00	\$10.00	
Certified copy	\$2.00	\$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	Old Fee Amount	New Fee Amount	Unit
Urban development			
Traffic safety signs:			
30 inches, stop with post	\$200.00	\$200.00	
24 inches, stop with post	\$175.00	\$175.00	
9 × 30 extruded street name with post	\$200.00	\$200.00	
9 × 24 extruded street name with post	\$175.00	\$175.00	
9 × 18 extruded street name with post	\$175.00	\$175.00	
Fire hydrants, blue payment marker	\$75.00	\$75.00	
24" × 30" speed limit sign with post	\$175.00	\$175.00	
18" × 24" "We Love Our Children" sign with post	\$175.00	\$175.00	
Customer service inspection for existing structures:			
Commercial fixtures 1 to 20	\$32.00	\$32.00	
Commercial fixtures 21 to 50	\$42.00	\$42.00	
Commercial fixtures 51 and up	\$120.00	\$120.00	
Residential	\$32.00	\$32.00	

AIRPORT	Old Fee Amount	New Fee Amount	Unit
Oil			
Aeroshell W/100 Ashless	\$9.00	\$9.00	
Castrol Aviator AD100 Ashless	\$9.00	\$9.00	
Airport Access Cards			
Access Card	\$10.00	\$10.00	
Replacement Card	\$50.00	\$50.00	
Miscellaneous			
Call out fee	\$50.00	\$50.00	first hour
	\$30.00	\$30.00	every hour after
Call out fee-Customs	\$350.00	\$350.00	first hour
	\$120.00	\$120.00	every hour after
Tug	\$15.00	\$15.00	
GPU/A/C Unit	\$50.00	\$50.00	if less than 150 gallons purchased
Courtesy car (Customer may use car maximum of two hours in the U.S.)	\$35.00	\$35.00	if no fuel is purchased
Tie Down Fees	\$1.00	\$1.00	per night
Hangar Replacement Keys	\$50.00	\$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 15th day of October 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of November 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: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2845	
From: Rebekah De La Fuente			
Subject: Approval on Ordinance 2019-42 amending Ordinance 2013-22, the City of Weslaco Subdivision Ordinance- Annexation and Development Agreement requirement; and authorize the Mayor to execute any related documents. (First reading held October 15, 2019; staffed by Planning & Code Enforcement Department.)			
Background: Based on the Legal Opinion from the City Attorney and the changes to the Texas Local Government Code Section 43.022 and Chapter 212 the City's Subdivision Section 23-32 (e) has been deemed a taking. The amended ordinance will require developer with our ETJ and connecting to a City utility to enter into a development agreement for the inspection of the City line.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Annexation-Taking, O2019-42 Subdivision- Annexation Requirement			
Responsibilities upon Approval: Staff will enforce the amended ordinance			



LAW OFFICE OF
JUAN E. GONZALEZ

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September 19, 2019

Mayor David Suarez
City of Weslaco
Weslaco, Texas 78596

Re: Annexation-Taking

Dear Mayor:

This opinion is being prepared pursuant to a request from yourself and the City Manager as to whether Section 26-32 of the City of Weslaco Subdivision Regulations and Policies constitute a “taking” under the constitution of the United States and Texas. In preparing this opinion I have reviewed extensive state and federal case law, Chapter 43 of the Texas Local Government Code, Chapter 212 of the Texas Local Government Code and the City of Weslaco Subdivision Regulations and Policies.

Section 26-32 (e) of the City of Weslaco Subdivision Regulations and Policies states as follows:

“All subdivisions within the city’s extraterritorial jurisdiction and connected to one of more of the city utilities, must request annexation to the city prior to the approval of the final subdivision plat.”

Section 43.022 of the Texas Local Government Code now requires an election and voter approval for any non-voluntary annexation within its extraterritorial jurisdiction. I saw nothing in my extensive review of this statute that would allow a municipality to “require” a developer to voluntarily annex a subdivision in order to have his plat approved.

Chapter 212 of the Texas Local Government Code has two sections that bear on this issue. Section 212.002 states that “after a public hearing on the matter, the governing body of a municipality may adopt rules governing plats and subdivisions of land within the municipality’s jurisdiction to promote the *health, safety, morals, or general welfare of the municipality and the safe orderly, and healthful development of the municipality.*” At first blush, requiring voluntary annexation to connect to City utilities appears to promote the health and general welfare of citizens. However, the developer

can always connect to another utility provided with a certificate of convenience and necessity in its area. Therefore, after closer analysis, this ordinance does not necessarily further this objective.

In addition, Section 212.010 states that a municipality *shall* approve a plat if it conforms to the general plan of the municipality and for the extension of the municipality and its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction. In my opinion, the use of the term “shall” means a municipality does not have discretion to deny a plat so long as it conforms to the city’s general plan for its roadways and public utility facilities.

The next issue to consider is whether this statutory requirement constitutes a taking under state and federal law. Article 1 Section 7 of the Texas Constitution provides that “no person’s property shall be taken, damaged or destroyed or applied to public use without adequate compensation being made.” Case law has long held that a restriction in the permissible uses of property or a diminution in its value resulting from regulatory action within the government’s police power, may or may not be a compensable taking. An act short of physical invasion, appropriation, or occupation can amount to a compensable taking when a governmental agency imposes restrictions that constitute an unreasonable interference with the landowner’s right to use and enjoy the property. Taub v. City of Deer Park, 882 S.W.2d 824, 826 (Tex. 1994). However, all property is held subject to the valid exercise of the police power and thus not every regulation is a compensable taking. City of College Station v. Turtle Rock Corp., 680 S.W. 2d 802, 804 (Tex. 1994).

The United States Supreme Court has ruled that the factors to be considered in this situation are: (1) “the economic impact of the regulation on the claimant”; (2) “the extent to which the regulation has interfered with distinct investment backed expectations”; and (3) “the character of the governmental action.” Penn Cent. Transp. Co. v. City of New York, 438 U.S. at 124, 98 S. Ct. 2646. The Supreme Court and other state courts have held that this analysis necessarily requires a weighing of private and public interests and a careful examination and weighing of all the relevant circumstances in applying a fact-sensitive test of reasonableness.

As mentioned before Section 26-32 of our Subdivision Regulations and Policies states that if a developer wishes to connect to city utilities they must voluntarily annex into the City to get their plat approved. In order to determine if this ordinance constitutes a taking under case law I will apply the facts of this situation to each factor of the three prong test described above.

The first factor is the economic impact of the regulation on developers. It is obvious that the economic impact would be significant. Annexation would result in higher property taxes on the developer. While this cost is eventually passed on to the property owner, the initial cost is high, especially if it takes time for the developer to sell all his lots. This factor would obviously not benefit the City in any future litigation.

The next factor is whether the regulation interferes with investment backed expectations. Using the same analysis as in the first factor it is quite clear this factor would also not benefit the City.

The third factor is the character of the governmental action. In this situation the purpose of the regulation is not easy to determine. However, after consulting with staff I was informed the purpose of this provision was a desire by a previous Commission to

increase the size of the City. However, we must take into account Section 43.022 of the Texas Local Government Code where the Legislature saw this type of action as contrary to the best interest of citizens and now requires an election for a non-voluntary annexation. It is obvious the character of this governmental action runs contrary to the stated statutory objective of the Texas Legislature in enacting Section 43.022.

It is my opinion that Section 26-32 of the City of Weslaco Subdivision Regulations and Policies violates the spirit and intent of Chapter 212 and 43 of the Texas Local Government Code and constitutes an unjustified taking under state and federal case law. Failure to amend this Ordinance presents a significant danger of litigation for the City and significant exposure in terms of legal expenses and time expended by City staff and employees involved in litigation. If you feel it is necessary, place this item on the agenda of our next Commission meeting in executive session so I can explain this in detail to the Commission and answer any questions they may have.

If you have any questions or need additional information feel free to contact me at the email address listed in my letterhead.

Sincerely,

/s/ Juan E. Gonzalez

Juan E. Gonzalez

ORDINANCE 2019-42

AN ORDINANCE AMENDING ORDINANCE NUMBER 2013-22, THE CITY OF WESLACO SUBDIVISION ORDINANCE; CODIFIED AS APPENDIX B, ARTICLE I, OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance Number 2013-22 passed and approved on October 15, 2013 as "Subdivision Ordinance" and Codified as Appendix B, Article I, of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the new Subdivision ordinance will be adopted and codified as Appendix B, Article I of the Weslaco Code of Ordinances and said Chapter shall read as follows:

APPENDIX B- SUBDIVISION ORDINANCE ARTICLE I

Section. 26-32. - Utility lines.

- (a) All utility lines that pass under any area to be paved shall be installed prior to the area being paved. When it is necessary that utility lines pass under a paved area, they shall be extended to a point at least three feet beyond the edge of the pavement. All utility lines shall be located in an area dedicated to the public.
- (b) Utility lines crossing under roadways classified as collector and above must be encased per city standards.
- (c) Utility trenches in unpaved areas must be compacted to 98 percent standard proctor.
- (d) At such time that a new development is attempting to tie into an existing utility line that is deemed in poor condition (e.g. cast iron or clay) by the director of public utilities and/or the city engineer, that section of line that adjoins the new development shall be replaced at the expense of the developer.
- (e) All subdivisions located within the city's extraterritorial jurisdiction connecting to one or more of the city utilities and not requesting voluntary annexation, shall enter into a development agreement with the city granting the city the authority to inspect and oversee the construction and

installation of the utility line. The developer shall pay all related material testing and inspection fees. Once developed, all subsequent property owners must obtain all necessary plumbing permits for sewer connections and sewer tapping and request necessary inspections from the city. The property owners shall pay all related permit fees at 50% times the standard fees, said development agreement must be approved and accepted prior to the approval of the final subdivision plat.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of October 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of November 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: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2861
From:		
Subject: Approval on Ordinance 2019-45 a budget amendment in the amount of \$360,000 in revenue and appropriations in the amount of \$387,435 in relation to the Hotel/Motel Tax fund and having a projected ending fund balance of \$597,685 and authorize the Mayor to execute any related documents. (First reading held October 15, 2019; staffed by Finance Department.)		
Background: The City held a public hearing for the adoption of the budget on September 03, 2019 and presented the budget for approval with first reading of Ordinance held on September 10 and second on September 25, 2019. The budget for the Hotel/Motel Tax fund was not formally approved on said adoption. Whereas the commission is now prepared to adopt the budget , we come now before the commission to formally approve the Hotel/Motel Fund. We request to amend the original budget.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Budget Amendment Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Vidal Roman Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: 221-HOTEL MOTEL TAX FUND-10.15.19, O2019-45 HOT budget amendment		
Responsibilities upon Approval:		

EXHIBIT A

HOTEL/MOTEL TAX FUND	History		Current			PROPOSED
Financial Summary	2016-2017 Actual	2017-2018 Actual	2018-2019 Budget	2018-2019 Amended	2018-2019 Estimated	Fiscal Year 2019-2020
221-4000-413300 ROOM OCCUPANCY TAX	444,151	365,473	410,000	410,000	289,834	360,000
Non property taxes Total:	444,151	365,473	410,000	410,000	289,834	360,000
221-4000-478910 MISCELLANEOUS REVENUE	54	-	-	-	-	-
Miscellaneous Total:	54	-	-	-	-	-
REVENUE Total:	444,205	365,473	410,000	410,000	289,834	360,000
EXPENDITURE SUMMARY						
ADMINISTRATIVE SERVICES	30,326	43,988	51,000	51,000	40,144	51,000
MUSEUM & CULTURE	-	-	-	-	-	-
MISCELLANEOUS DEVELOP	246,113	257,978	283,225	283,225	262,277	336,435
TOTAL EXPENDITURES	276,439	301,966	334,225	334,225	302,421	387,435
REVENUES OVER(UNDER) EXPENDITURES:	167,766	63,507	75,775	75,775	(12,587)	(27,435)
Beginning Fund Balance:	406,433	574,199	637,706		637,706	625,120
Ending Fund Balance:	574,199	637,706	713,481		625,120	597,685

EXHIBIT A

4 YEAR PLAN			
Fiscal Year 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024
364,000	370,000	374,000	375,000
364,000	370,000	374,000	375,000
-	-	-	-
-	-	-	-
364,000	370,000	374,000	375,000
51,000	51,000	51,000	51,000
-	-	-	-
336,435	336,435	336,435	336,435
387,435	387,435	387,435	387,435
(23,435)	(17,435)	(13,435)	(12,435)
597,685	574,250	556,815	543,380
574,250	556,815	543,380	530,945

	History		Current			PROPOSED
	2016-2017 Actual	2017-2018 Actual	2018-2019 Budget	2018-2019 Amended	2018-2019 Estimated	Fiscal Year 2019-2020
Administrative Services						
221-5102-522380 UTILITIES	27,926	34,514	40,000	40,000	30,200	40,000
221-5102-522626 MAINT-BUILDING	-	-	-	-	136	-
Other charges Total:	27,926	34,514	40,000	40,000	30,336	40,000
221-5102-533010 PROFESSIONAL SERVICES	2,400	9,474	11,000	11,000	9,808	11,000
Contractual services Total:	2,400	9,474	11,000	11,000	9,808	11,000
ADMINISTRATIVE SERVICES Total:	30,326	43,988	51,000	51,000	40,144	51,000

	History		Current			PROPOSED
	2016-2017	2017-2018	2018-2019	2018-2019	2018-2019	Fiscal Year
Miscellaneous Development	Actual	Actual	Budget	Amended	Estimated	2019-2020
221-5504-522242 COMMUNITY PROMOTION	-	438	24,960	24,960	1,512	15,000
221-5504-528479 CONTRIB-VALLEY NATURE CTR	32,500	32,500	39,100	39,100	39,100	40,800
221-5504-528493 WESLACO CHAMBER OF COMM	178,613	191,740	183,665	183,665	183,665	236,635
221-5504-528497 CONTRIB-FRONTERA AUDUBON	32,500	30,800	33,000	33,000	33,000	39,000
221-5504-528499 CONTRIB-VALLEY CHAMB COMM	2,500	2,500	2,500	2,500	5,000	5,000
Other charges Total:	246,113	257,978	283,225	283,225	262,277	336,435
MISCELLANEOUS DEVELOP Total:	246,113	257,978	283,225	283,225	262,277	336,435

ORDINANCE 2019-45

AN ORDINANCE AMENDING ORDINANCE NUMBER 2019-39, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, FINDING NEED TO AMEND THE 2019-2020 MUNICIPAL BUDGET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2019-2020 budget; and

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

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

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

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

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

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

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

SECTION 4. APPROVAL. The 2019-2020 Official Budget, adopted by Ordinance 2019-39, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit A.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of October 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of November 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra L. Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

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

This Contract is entered into on this the ___ day of November 2019, by and between the City of Weslaco, a Home-ruled Municipal Corporation of Hidalgo County, Texas (hereinafter called "City") and The Boys and Girls Club of Weslaco, Inc. (hereinafter called "Contractor").

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

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

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

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

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

SECTION I.

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

SECTION II. RECORDS AND REPORTING

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

SECTION III. DISCRIMINATION PROHIBITED

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

SECTION IV. SUSPENSION AND TERMINATION

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

SECTION V.
REVERSION OF ASSETS

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

SECTION VI.
TIME OF PERFORMANCE

Time of performance for this Contract shall be for seasonal activities during the city's fiscal year, which begins October 1, 2019 and ends September 30, 2020.

SECTION VII.
PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor Fifty Thousand and 00/100 Dollars (\$75,000.00) in twelve (12) equally monthly installments of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) each for public purpose services and activities in this contract. Contractor shall invoice City and City shall make payment within twenty-one (21) days of invoice date. The invoice shall detail all activities Contractor, expenses incurred, the number of boys and girls served and the activities engaged in that are contracted for in this contract.

SECTION VIII.
AUDIT

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

SECTION IX.
DEFAULT

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

SECTION X.
VENUE AND REMEDIES

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

SECTION XI.
NOTICES AND ADDRESS

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

CITY

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

CONTRACTOR

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

SECTION XII.
PARTIES BOUND

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

SECTION XIII.
LEGAL CONSTRUCTION

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

SECTION XIV.
AMENDMENT

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

SECTION XV.
WAIVER OF DEFAULT

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

SECTION XVI.
ENUMERATION OF CONTRACT DOCUMENTS

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

Statement of Work, EXHIBIT "A"
Attachment, Definition of FIVE SERVICE CORE PROGRAM

SECTION XVII.
LIABILITY INSURANCE

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

IN WITNESS THEREOF, City and Contractor have executed two (2) conformed copies of this Contract effective as of the date first above written.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan Gonzalez, **CITY ATTORNEY**

BOYS' AND GIRLS' CLUB OF WESLACO

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

Five Service Core Programs

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

Statement of Work

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

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

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

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

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

The following type of beneficiaries will be served:

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

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

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

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

This Contract is entered into on this the _____ day of November 2019, by and between the City of Weslaco, a Home-ruled Municipal Corporation of Hidalgo County, Texas (hereinafter called "City") and The Weslaco Bicultural Museum d.b.a. Weslaco Museum of Local History and Cultural Art (hereinafter called "Contractor").

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

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

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

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

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

SECTION I.

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

progress of the activities will be submitted on a monthly basis to City. Contractor will, if requested by City, make presentations to the Weslaco City Commission, of the status of the expenditures of public monies and the status of the activities contracted for in this Contract. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) produced by the expenditure of funds received from the City hereunder are and will be subject to public disclosure. Contractor will develop procedures to disclose this information to the public. Contractor will have fiduciary duty to the City with respect to the public funds Contractor receives from the City.

SECTION III. DISCRIMINATION PROHIBITED

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

SECTION IV. SUSPENSION AND TERMINATION

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

SECTION V. REVERSION OF ASSETS

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

SECTION VI. TIME OF PERFORMANCE

Time of performance for this Contract shall be for seasonal activities during the city's fiscal year, which begins October 1, 2019 and ends September 30, 2020.

SECTION VII. PAYMENTS TO CONTRACTOR

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

SECTION VIII. AUDIT

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

SECTION IX. DEFAULT

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

SECTION X. VENUE AND REMEDIES

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

SECTION XI. NOTICES AND ADDRESS

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

CITY

CONTRACTOR

CITY OF WESLACO

WESLACO MUSEUM OF LOCAL HISTORY

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

AND CULTURAL ART
500 S. Texas Avenue
Weslaco, TX 78596
Attn. Executive Director

SECTION XII. PARTIES BOUND

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

SECTION XIII. LEGAL CONSTRUCTION

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

SECTION XIV. AMENDMENT

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

SECTION XV. WAIVER OF DEFAULT

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

SECTION XVI. ENUMERATION OF CONTRACT DOCUMENTS

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

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

SECTION XVII. LIABILITY INSURANCE

Contractor will provide, upon execution of this Contract, City with a certificate of general liability insurance naming the City of Weslaco as an additional insured, protecting and insuring

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

IN WITNESS THEREOF, City and Contractor have executed two (2) conformed copies of this Contract effective as of the date first above written.

CITY OF WESLACO

By: _____
David Suarez, Mayor

ATTEST:

Myra Ayala, City Secretary

WESLACO MUSEUM

By: _____
(Executive Director)

Approved as to form:

Juan Gonzalez, City Attorney

Exhibit "A"

ACTIVITIES AND PUBLIC PURPOSE SERVICES

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

Exhibit "B"

INTENT OF PUBLIC PURPOSE ACTIVITIES

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

STATE OF TEXAS § SPECIAL SERVICES AGREEMENT ON
 HOTEL/MOTEL ROOM OCCUPANCY
COUNTY OF HIDALGO § TAX PROCEEDS BETWEEN THE CITY OF
 WESLACO AND THE FRONTERA
CITY OF WESLACO § AUDUBON SOCIETY.

PUBLICITY AND TOURISM AGREEMENT

This agreement made this the ____ day of October 2019, by and between THE CITY OF WESLACO, a home-ruled municipal corporation located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas hereinafter called “The City” and THE FRONTERA AUDUBON SOCIETY located at 1101 S. Texas Blvd., Weslaco, Hidalgo County, Texas, hereinafter called “The Frontera Audubon”.

I.

The City by authority of powers granted to it under state statutes and its home-rule charter has heretofore enacted a local hotel/motel occupancy tax on occupants of hotels or motels within the City.

II.

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel/motel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Frontera Audubon an amount not to exceed \$39,000.00, of which \$39,000.00 will be funded through the hotel/motel occupancy tax funds. The Frontera Audubon agrees to spend all allocated funds during the term of this contract. The monies received by the City from the local hotel/motel occupancy tax and used by the Frontera Audubon for digital marketing, and solicitations and promotional materials that attract tourists to the city, derives direct tourism income benefit to the City.

The Frontera Audubon agrees that any local hotel/motel occupancy tax funds paid to it by the City shall be used only in the following specific areas shown on Exhibit “A” Application for Funding. The Frontera Audubon agrees to conduct a continued program of preserving and promoting the natural environment, historical restoration and preservation for the purpose of attracting visitors and tourists to the local area and to the City, and by using all appropriate means to increase the traveling public’s awareness of the historic and recreational advantages of the local area and the City.

The Frontera Audubon further agrees that it will seek to achieve economic benefit for the City through all of such activities, and that it will provide tourist-related information about the City upon request.

The Frontera Audubon further agrees that it will undertake all reasonable efforts to spend at least 25% of the hotel/motel occupancy tax funds received from the City in the Weslaco Market area.

III. Performance Measures

The Frontera Audubon further agrees that it will undertake all reasonable efforts to quantify performance measurements for the purpose of comparative analysis on the efficiency and effectiveness of various inputs and outcomes. Such data should include, but is not limited to, the following: amount of promotional literature distributed; tabulation of digital marketing and advertising expenditures and reported viewership; visitations to the Frontera Audubon website; number of visitations to the Frontera Audubon Nature Park; percentage of visitors staying in a local hotel; number of tourism-related activities conducted and their attendance, by month. The Frontera Audubon should incorporate this data into its monthly activity report (see section VI), and upon request of the Weslaco City Commission or its staff, shall make these performance measurements available for inspection and review.

IV.

It is expressly understood and agreed by and between the parties that the Frontera Audubon is contracted and engaged as an independent contractor and is not an officer, agent or employee of the City.

V.

The Frontera Audubon shall secure sufficient numbers of employees to comply with the terms of this Agreement. The Frontera Audubon shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purpose of this Agreement.

VI.

The Frontera Audubon shall provide to the City, prior to obtaining any hotel/motel occupancy tax proceeds, a proposed budget for the upcoming year, said budget to be approved by the City Commission in writing in advance of the release of any local hotel/motel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Frontera Audubon with respect to expenditure of revenue provided.

Thereafter, the Frontera Audubon shall provide to the City monthly financial and activity reports, on the approved projects that are conducted to benefit the City of Weslaco, as well as an end-of-the-year financial report listing the expenditures made from the revenues from the local hotel/motel occupancy tax. It is further agreed by the Frontera Audubon that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the revenues with any other money or maintain it in any other account. The Frontera Audubon shall maintain complete and accurate financial records of each expenditure of hotel/motel occupancy

tax revenue and, upon request of the Weslaco City Commission or its staff, shall make the records available for inspection and review. The Frontera Audubon will cooperate with the City of Weslaco on an annual independent audit of the hotel/motel tax funds received by the Frontera Audubon from the City of Weslaco. The audit will be performed in conjunction with the City of Weslaco Annual Audit.

VII.

This Agreement shall begin the ____day of October 2019 and shall continue in force ending September 30, 2020. The City shall have the option to terminate this Agreement at any time and for any reason within thirty (30) days after giving such notice of its intent to the Frontera Audubon.

VIII.

Any notice that is sent pursuant to this Agreement shall be sent to the following addresses:

If to the City of Weslaco:

Mike R. Perez
City Manager
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

If to the Frontera Audubon Society:

Christine Warren
Frontera Audubon Society
1101 S. Texas Blvd.
Weslaco, Texas 78596

IX.

No part of this Agreement may be assigned without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Frontera Audubon from participating with regional or state tourism programs or to contract for joint promotion with other agencies as long as these programs or promotions do not conflict with the Application for Funding.

X.

The Frontera Audubon agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees for expenses of litigation, court costs, attorney's fees and from any and all claims, losses, causes of action and damages, suits, and liability of every kind including injury arising from or in connection with the operations of the Frontera Audubon, its officers, agents and employees carried out in furtherance of this Agreement. The Frontera Audubon shall carry or cause to be carried public liability, bodily injury insurance on all automobiles used in the operations embraced by this agreement in the amount of \$1,000,000 million combined single limits. The Frontera Audubon shall carry or cause to be carried general liability insurance in the amount of \$1,000,000 million per occurrence naming the City as a covered party. Said insurance policies shall name the City as an additional insured and covered party. Said policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by the Agreement are begun.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra Ayala, CITY SECRETARY

APPROVED AS TO FORM:

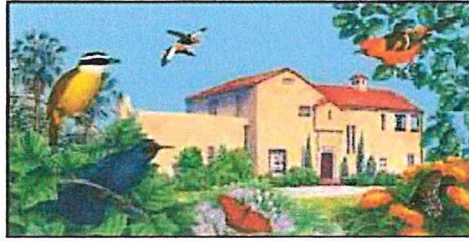
Juan E. Gonzalez, CITY ATTORNEY

FRONTERA AUDUBON

Jenna Grado-Gonzalez, President

ATTEST:

**Christine Warren,
Administrative Assistant**



July 17, 2019

Weslaco HOT Advisory Committee
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596

FRONTERA AUDUBON

Board

Jenna Grado-Gonzalez, President
Travis McDaniel, Vice President
Cassidy Mejia, Secretary
Travis McDaniel, Treasurer
Karen Boward
Jim Chapman
Ruben Villanueva
Craig Weart
Anthony Covacevich
Ernest Herrera

Staff

Christine Warren, Director
Alicesen Lopez, Program Coordinator

Website

fronteraaudubon.org

Social Networks:

facebook.com/frontera.audubon
Twitter: @FronteraAudubon
Instagram: @FronteraAudubon

Dear Members of the WHOT Advisory Committee:

Frontera Audubon continues to be a key tourist attraction in Weslaco that draws visitors from around the country and around the world to view birds and other wildlife and simply to enjoy the beauty of our site.

The mission of Frontera is to preserve and promote the natural and historical environment for the education and enjoyment of the community of South Texas and beyond. To that end, we propose that part of the money we are requesting will be used to continue with our programming and promotional efforts to attract tourists and bring business to the local hotels. Another part will go to the interior restoration efforts in the Skaggs House so that this facility can be a viable addition to the Weslaco historical community.

Thank you for the opportunity to present this request that will help draw more tourists to Weslaco and increase hotel occupancy.

Sincerely,

Christine Warren,

FAS Director

**WESLACO HOTEL OCCUPANCY TAX
APPLICATION FOR FUNDING**



Instructions

1. Answer each question. Additional attachments are permissible.
2. Attach a detailed budget for the organization/project(s).
3. Sign application.

Organization Name: Frontera Audubon Society

Organization Mailing Address: 1101 S. Texas Blvd, Weslaco 78596

Contact Name: Christine Warren

Email: fronteraaudubon@yahoo.com Telephone: 956-968-3275

Amount Requested: \$ 39,000

Has your organization received **Hotel/Motel** Tax funding in the past three years? Yes
Please note amount(s):

FY 2016-2017
\$ 32,500

FY 2017-2018
\$ 30,800

FY 2018-2019
\$ 33,000

What is the entire budget of your organization or for this event? \$ 75,000

What is the percentage of the requested amount to the entire budget? 29 %
(does not include Skaggs House portion)

Does this organization/event directly enhance and promote tourism AND the convention and hotel industry in the City of Weslaco? Yes (Yes/No)

The organization qualifies under AT LEAST ONE of the following categories: (can be more than one)

- | | |
|--|--|
| ☐ Convention or Visitor Center | ☐ Convention Registration |
| ☒ Advertising/Promotion for City | ☒ Historical Restoration/Preservation |
| ☒ Promotion of the Arts | ☐ Signage for Tourist Sites |
| ☐ Sports Promotion that Increases Hotel Activity | ☐ Tourist Transportation |

For Organizations – Provide a brief description of your organization and its purpose:

Frontera Audubon is a 15-acre nature preserve in Weslaco where tourists visit from across the country and the world to enjoy birding and nature. With rare birds often sighted, it is a top birding destination in Texas.

For Specific Projects/Events – Provide a brief description of the project/event to be funded:

Programming & marketing targeted at tourists
Restoration of the Skaggs House

For Events:

Expected attendance: _____

How will the event be promoted? _____

How will this event increase hotel occupancy and promote tourism in Weslaco?

How many hotel/motel room nights do you expect to generate from your event?

For Organizations:How much was spent last year specifically on tourism advertising? \$15,000Are there any new programs/projects planned to increase room nights? Yes**For Both:**

List any other organizations, government entities and grants that have offered financial support for your organization/event:

Jacob + Terese Hershey Foundation, Robert + Margaret McAllen Foundation, Seven Citrus Foundation, Rotary, Mid-Valley Leadership, Weslaco EDC, Texas Historical Foundation, Raul Tijerina, Jr., Foundation**If the request includes funding related to a permanent facility (such as museum):**Last year's attendance: 3,500Percentage of those in attendance that are staying in a local hotel: 13 %Next year's projected attendance (annually): 2,750**Please submit no later than 4:00 p.m. on July 10th, 2019.**

Weslaco Hotel Occupancy Tax Advisory Committee

c/o City of Weslaco Finance Department

255 S. Kansas Ave.

Weslaco, TX 78596

Privacy Policy Statement and Application Certification

Your privacy is important to the City. That is why we request that all applicants read the following privacy policy statement carefully.

Information about program applicants and current and past participants consists of data contained in their applications, information derived from interviews and information gathered during the course of past experiences. The City stores this information in written and electronic form for a period of time. Information, which is described above, may be: Used by Committee members, City Staff and the City Commission, and interviewers to review applicants; Supplied to the program's funding organization; Used for the evaluation of an individual's participation in the program and in the collection of data for general program evaluation by the City, funding representative (Motel/Hotel Owners) or other organizations that may request the information from the City, a Public Agency. The City does not sell applicant current or past participant information.

I certify that the information given in this application is complete and accurate and that I have carefully read and understand all notes and disclaimers provided therein. I understand the City reserves the right to verify all the information listed in the application. I understand that giving false or misleading information in the application will result in exclusion from the consideration for funding under the City of Weslaco Hotel Occupancy Tax Advisory Committee Funding Program.

Signature: _____

Chris Wam

Date: _____

7-17-19

Frontera Audubon's Programming and Promotion

Goals: To provide the public with programs and classes to enhance their understanding and enjoyment of nature and history. To provide branded materials to promote our organization and Weslaco. To provide access to the nature trails and historic home.

Items for promotional packets	\$1,000
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Tote bags, personalized Frontera and Weslaco items, etc.

Speakers and materials for programs/classes	\$1,000
---	---------

The program coordinator will plan the classes for the winter season and promote them through the website and social media as well as designing/ordering merchandise and promotional materials. Training will be provided to enhance the coordinator's skills as needed.

Social Media/Program Coordinator	\$20,000
----------------------------------	----------

Frontera Audubon's Skaggs House Renovation

Goal: To showcase the historical house and provide a place for visitors to gather and learn about Weslaco.

Remodeling the kitchen including cabinets, plumbing, appliances, etc.	\$17,000
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Total Request:	\$39,000
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STATE OF TEXAS	§	SPECIAL SERVICES AGREEMENT ON
		HOTEL/MOTEL ROOM OCCUPANCY
COUNTY OF HIDALGO	§	TAX PROCEEDS AND SALES TAX
		PROCEEDS BETWEEN THE CITY OF
CITY OF WESLACO	§	WESLACO AND THE LOWER RIO
		GRANDE VALLEY NATURE CENTER.

PUBLICITY AND TOURISM AGREEMENT

This agreement made this the ____ day of October 2019, by and between THE CITY OF WESLACO, a home-ruled municipal corporation located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas hereinafter called “The City” and THE LOWER RIO GRANDE VALLEY NATURE CENTER located at 301 S. Border Avenue, Weslaco, Hidalgo County, Texas, hereinafter called “The Valley Nature Center”.

I.

The City by authority of powers granted to it under state statutes and its home-rule charter has heretofore enacted a local hotel/motel occupancy tax on occupants of hotels or motels within the City.

II.

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel/motel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Valley Nature Center an amount not to exceed \$40,800.00, of which \$40,800.00 will be funded through the hotel/motel occupancy tax funds. The Valley Nature Center agrees to spend all allocated funds during the term of this contract. The monies received by the City from the hotel/motel occupancy tax and used by the Valley Nature Center for preserving and promoting the unique natural environment of the Lower Rio Grande Valley and promoting tourism in the City derives direct tourism income benefit to the City.

The Valley Nature Center agrees that any hotel/motel occupancy tax funds paid to it by the City shall be used only in the following specific areas shown on Exhibit “A” Application for Funding. The Valley Nature Center agrees to attend and participate in at least three (3) domestic Nature Trade Shows, and develop a Spring Festival that will highlight spring migration and wildflowers, and by using all appropriate means to increase the traveling public’s awareness of the historic and recreational advantages of the local area and the City.

The Valley Nature Center further agrees that it will seek to achieve economic benefit for the City through all such activities, and that it will provide tourist-related information about the City upon request.

The Valley Nature Center further agrees that it will undertake all reasonable efforts to spend at least 25% of the hotel/motel occupancy tax funds received from the City in the Weslaco Market area.

III. Performance Measures

The Valley Nature Center further agrees that it will undertake all reasonable efforts to quantify performance measurements for the purpose of comparative analysis on the efficiency and effectiveness of various inputs and outcomes. Such data should include, but is not limited to, the following: amount of promotional literature distributed; tabulation of advertising expenditures and reported viewership; visitations to the Valley Nature Center website; number of visitations to the Valley Nature Center; percentage of visitors staying in a local hotel; number of tourism-related activities conducted and their attendance, by month. The Valley Nature Center should incorporate this data into its monthly activity report (see section VI), and upon request of the Weslaco City Commission or its staff, shall make these performance measurements available for inspection and review.

IV.

It is expressly understood and agreed by and between the parties that the Valley Nature Center is contracted and engaged as an independent contractor and is not an officer, agent or employee of the City.

V.

The Valley Nature Center shall secure sufficient numbers of employees to comply with the terms of this Agreement. The Valley Nature Center shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purpose of this Agreement.

VI.

The Valley Nature Center shall provide to the City, prior to obtaining any hotel/motel occupancy tax proceeds, a proposed budget for the upcoming year, said budget to be approved by the City Commission in writing in advance of the release of any hotel/motel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Valley Nature Center with respect to expenditure of revenue provided.

Thereafter, the Valley Nature Center shall provide to the City monthly financial and activity reports, on the approved projects that are conducted to benefit the City of Weslaco, as well as an end-of-the-year financial report listing the expenditures made from the revenues from the hotel/motel occupancy tax. It is further agreed by the Valley Nature Center that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the revenues with any other money or maintain it in any other account. The Valley Nature Center shall maintain complete and accurate financial records of each expenditure of hotel/motel

occupancy tax revenue and, upon request of the Weslaco City Commission or its staff, shall make the records available for inspection and review. The Valley Nature Center will cooperate with the City of Weslaco on an annual independent audit of the hotel/motel tax funds received by the Valley Nature Center from the City of Weslaco. The audit will be performed in conjunction with the City of Weslaco Annual Audit.

VII.

This Agreement shall begin the ____day of October 2019 and shall continue in force ending September 30, 2020. The City shall have the option to terminate this Agreement at any time and for any reason within thirty (30) days after giving such notice of its intent to the Valley Nature Center.

VIII.

Any notice that is sent pursuant to this Agreement shall be sent to the following addresses:

If to the City of Weslaco:

Mike R. Perez
City Manager
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

If to the Valley Nature Center:

Ms. Hollie Johnston
Lower Rio Grande Valley Nature Center
301 S. Border Avenue
Weslaco, Texas 78596

IX.

No part of this Agreement may be assigned without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Valley Nature Center from participating with regional or state tourism programs or to contract for joint promotion with other agencies as long as these programs or promotions do not conflict with the Application for Funding.

X.

The Valley Nature Center agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees for expenses of litigation, court costs, attorney's fees and from any and all claims, losses, causes of action and damages, suits, and liability of every kind including injury arising from or in connection with the operations of the Valley Nature Center, its officers, agents and employees carried out in furtherance of this Agreement. The Valley Nature Center shall carry or cause to be carried public liability, bodily injury insurance on all automobiles used in the operations embraced by this agreement in the amount of \$1,000,000 million combined single limits. The Valley Nature Center shall carry or cause to be carried general liability insurance in the amount of \$1,000,000 million per occurrence naming the City as a covered party. Said insurance policies shall name the City as an additional insured and covered party. Said policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by the Agreement are begun.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra Ayala, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

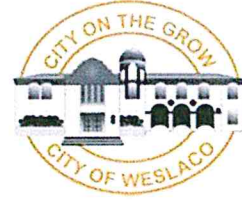
VALLEY NATURE CENTER

Dr. Michael J. McClure, President

ATTEST:

Hollie Johnston, Director

WESLACO HOTEL OCCUPANCY TAX APPLICATION FOR FUNDING



Instructions

1. Answer each question. Additional attachments are permissible.
2. Attach a detailed budget for the organization/project(s).
3. Sign application.

Organization Name: Lower Rio Grande Valley Nature Center

Organization Mailing Address: 301 S. Border Avenue Weslaco, Texas 78596

Contact Name: Hollie Johnston

Email: hjohnston@valleynaturecenter.org Telephone: (956) 969-2475

Amount Requested: \$ 40,800

Has your organization received **Hotel/Motel** Tax funding in the past three years? _____
Please note amount(s):

FY 2016-2017	FY 2017-2018	FY 2018-2019
\$ <u>32,500</u>	\$ <u>32,500</u>	\$ <u>39,100</u>

What is the entire budget of your organization or for this event? \$ 227,500

What is the percentage of the requested amount to the entire budget? 17.9 %

Does this organization/event directly enhance and promote tourism AND the convention and hotel industry in the City of Weslaco? Yes (Yes/No)

The organization qualifies under AT LEAST ONE of the following categories: (can be more than one)

- | | |
|--|---|
| ☒ Convention or Visitor Center | ☐ Convention Registration |
| ☒ Advertising/Promotion for City | ☐ Historical Restoration/Preservation |
| ☐ Promotion of the Arts | ☐ Signage for Tourist Sites |
| ☐ Sports Promotion that Increases Hotel Activity | ☐ Tourist Transportation |

For Organizations – Provide a brief description of your organization and its purpose:

To provide education and foster an understanding of the unique flora and fauna of the Rio Grande Valley.

For Specific Projects/Events – Provide a brief description of the project/event to be funded:

Host 4th Annual Spring Chirp Birding Festival in Weslaco. Attend 5-6 domestic nature/birding trade shows to help increase overall tourism to Weslaco and specifically target eco-tourism and increase hotel occupancy. Host two annual events, Brew in the Woods and Spring Feast which bring visitors to Weslaco, and promote hotel occupancy.

For Events: Expected attendance: Brew in the Woods – 575, Spring Feast – 175 and Spring Chirp - 125

How will the event be promoted? All of the events are promoted on social media. The Spring Chirp festival will also be promoted in print publications, flyers, rack cards, electronic banners, geo-fencing both festivals we attend and those festivals which we do not attend.

How will this event increase hotel occupancy and promote tourism in Weslaco?
By increasing our exposure at festivals and increasing our attendance at all three events, we will increase the hotel stays. We additionally work in collaboration with entities such as Texas Birding, Tucson Audubon, Tampa Audubon and the American Birding Association to expand our marketing efforts to our target audience without needing to increase our marketing budget.

How many hotel/motel room nights do you expect to generate from your event?
With the combination of events, as well as additional visitors working with the Valley Nature Center we anticipate our hotel nights to be in excess of 190.

For Organizations:

How much was spent last year specifically on tourism advertising? 8,651.37
Are there any new programs/projects planned to increase room nights? Yes

For Both:

List any other organizations, government entities and grants that have offered financial support for your organization/event:
N/A

If the request includes funding related to a permanent facility (such as museum):

Last year's attendance: 20,326
Percentage of those in attendance that are staying in a local hotel: 9%
Next year's projected attendance (annually): 22,750

Please submit no later than 4:00 p.m. on July 10th, 2019.

Weslaco Hotel Occupancy Tax Advisory Committee
c/o City of Weslaco Finance Department
255 S. Kansas Ave.
Weslaco, TX 78596

Privacy Policy Statement and Application Certification

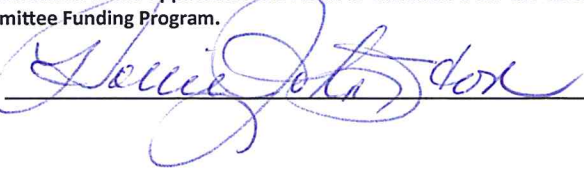
Your privacy is important to the City. That is why we request that all applicants read the following privacy policy statement carefully.

Information about program applicants and current and past participants consists of data contained in their applications, information derived from interviews and information gathered during the course of past experiences. The City stores this information in written and electronic form for a period of time. Information, which is described above, may be: Used by Committee members, City Staff and the City Commission, and interviewers to review applicants; Supplied to the program's funding organization; Used for the evaluation of an individual's participation in the program and in the collection of

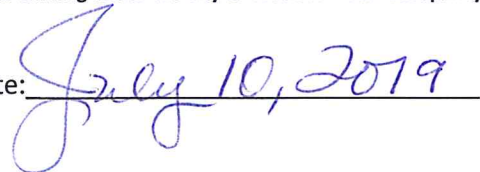
data for general program evaluation by the City, funding representative (Motel/Hotel Owners) or other organizations that may request the information from the City, a Public Agency. The City does not sell applicant current or past participant information.

I certify that the information given in this application is complete and accurate and that I have carefully read and understand all notes and disclaimers provided therein. I understand the City reserves the right to verify all the information listed in the application. I understand that giving false or misleading information in the application will result in exclusion from the consideration for funding under the City of Weslaco Hotel Occupancy Tax Advisory Committee Funding Program.

Signature: _____



Date: _____





Thank you for the opportunity to apply for the Weslaco Hotel Occupancy Tax.

For 35 years the Valley Nature Center has been providing environmental education and is known as a must-see for visitors from across the county. We are in our fifth year in the new facility and our attendance has steadily increased, bringing more visitors to Weslaco. We continue to work with groups such as the Native Plant Project, Orchid Society and Rare Fruit Growers to host their events, which include guest speakers and out-of-town guests. The Weslaco Rotary Club and the Lions Club host their weekly meetings at our facility as well.

This fiscal year we will host three special events: Brew in the Woods, Spring Feast and Spring Chirp. Our **Brew in the Woods** event has seen an incredible increase in attendance going from 275 in 2014, to 526 in 2018. We anticipate this year's attendance to stay steady or slightly increase. We do not want to grow beyond a comfortable capacity. **Spring Feast** is a sold-out event with 150 attendees. **Spring Chirp's** third year saw a respectable increase in attendance, and we've have had people return for a second time! We book hotel stays for all our events. This has resulted in an increase in hotel stays directly attributable to the VNC by approximately 42%, this year over last.

All of Spring Chirp's activities were centered around the Holiday Inn Express, where Ruben Villanueva and his staff went out of their way to ensure our success. Due to our participation in Birding & Nature Festivals to promote Weslaco, we had attendees at our festival from Florida, Arizona, Texas, California, Louisiana, New Mexico and Canada. Attending these festivals has proven to be successful in educating festival goers on the exceptional wildlife we have as well as public safety, but more importantly the incredible central location and list of attractions Weslaco offers.

We are respectfully seeking \$ 40,800.00. Our projected budget is as follows:

\$ 8000 Birding/Nature Show: Attendance as an exhibitor at 5-6 domestic Nature trade shows to include booth fees, on-site marketing, air and hotel. Participating in these shows has proven to increase visitors and bring new business to Weslaco. Press surrounding the border wall has continued to be an important part of the discussion about visiting the valley. The *average* cost of participation in each show is around \$2000, with the exception of the local RGV Birding Festival.

\$ 28,000 Spring Feast: The third year of the festival saw a healthy increase in attendance primarily from the places we attend festivals. Heading into our 4th year, we will increase field trip options, add pre- and post-trips with privately guided sessions and will be working in conjunction with the new spring gardening event “Wild Gardening Festival” hosted by the National Butterfly Center which will immediately precede Spring Chirp.

\$ 4000 Marketing: Last year our increased marketing efforts proved to be successful. This year we will collaborate with the Weslaco Chamber, and organizations such as the Tucson Audubon and Tampa Audubon to expand our reach to increase attendance to Spring Chirp and well as increasing visitors year-round.

STATE OF TEXAS	§	SPECIAL SERVICES AGREEMENT ON
		HOTEL/MOTEL ROOM OCCUPANCY
COUNTY OF HIDALGO	§	TAX PROCEEDS BETWEEN THE CITY OF
		WESLACO AND THE WESLACO AREA
CITY OF WESLACO	§	CHAMBER OF COMMERCE.

PUBLICITY AND TOURISM AGREEMENT

This agreement made this the ____ day of October 2019, by and between THE CITY OF WESLACO, a home-ruled municipal corporation located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas hereinafter called "The City" and THE WESLACO AREA CHAMBER OF COMMERCE located at 275 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter called "The Chamber of Commerce".

I.

The City by authority of powers granted to it under state statutes and its home-rule charter has heretofore enacted a hotel/motel occupancy tax on occupants of hotels or motels within the City.

II.

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use hotel/motel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Chamber of Commerce an amount not to exceed \$236,635.00, of which \$236,635.00 will be funded through the hotel/motel occupancy tax funds. The Chamber of Commerce agrees to spend all allocated funds during the term of this contract. The monies received by the City from the hotel/motel occupancy tax and used by the Chamber of Commerce for advertising and promoting tourism in the City derives direct tourism income benefit to the City.

The Chamber of Commerce agrees that any hotel/motel occupancy tax funds paid to it by the City shall be used only in the following specific areas shown on Exhibit "A" Application for Funding. The Chamber of Commerce agrees to conduct a continued program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the local area and to the City by publishing and distributing brochures and community information packets, by advertising in various tourist publications and general media publications which are appropriate, by representing the City at travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the local area and to the City, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and the City.

The Chamber of Commerce further agrees that it will seek to achieve economic benefit for the City through all of such activities, that it will provide tourist-related information about the City upon request and that it will serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

The Chamber of Commerce further agrees that it will undertake all reasonable efforts to spend at least 25% of the hotel/motel occupancy tax funds received from the City in the Weslaco Market area.

III. Performance Measures

The Chamber of Commerce further agrees that it will undertake all reasonable efforts to quantify performance measurements for the purpose of comparative analysis on the efficiency and effectiveness of various inputs and outcomes. Such data should include, but is not limited to, the following: amount of promotional literature distributed, by type and locations; tabulation of advertising expenditures and reported viewership; visitations to the Chamber of Commerce website, by content page; number of visitations to the center; number of tourism-related activities conducted and their attendance; number and duration of overnight hotel stays; and receipts in Hotel Occupancy Tax and Sales Tax, by month. The Chamber of Commerce should incorporate this data into its monthly activity report (see section VI), provide an analysis of trends, and upon request of the Weslaco City Commission or its staff, shall make these performance measurements available for inspection and review.

IV.

It is expressly understood and agreed by and between the parties that the Chamber of Commerce is contracted and engaged as an independent contractor and is not an officer, agent or employee of the City.

V.

The Chamber of Commerce shall secure sufficient numbers of employees to comply with the terms of this Agreement. The Chamber of Commerce shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purpose of this Agreement.

VI.

The Chamber of Commerce shall provide to the City, prior to obtaining any hotel/motel occupancy tax proceeds, a proposed budget for the upcoming year, said budget to be approved by the City Commission in writing in advance of the release of any hotel/motel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Chamber of Commerce with respect to expenditure of revenue provided.

Thereafter, the Chamber of Commerce shall provide to the City monthly financial and activity reports, on the approved projects that are conducted to benefit the City of Weslaco, as well as an end-of-the-year financial report listing the expenditures made from the revenues from the hotel/motel occupancy tax. It is further agreed by the Chamber of Commerce that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the revenues with any other money or maintain it in any other account. The Chamber of Commerce shall maintain complete and accurate financial records of each expenditure of hotel/motel occupancy tax revenue and, upon request of the Weslaco City Commission or its staff, shall make the records available for inspection and review. The Chamber of Commerce will cooperate with

the City of Weslaco on an annual independent audit of the hotel/motel tax funds received by the Chamber of Commerce from the City of Weslaco. The audit will be performed in conjunction with the City of Weslaco Annual Audit.

It is understood and agreed by and between the parties that the hotel/motel tax proceeds may be spent by the Chamber of Commerce for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and does not exceed the percentage of cost that is attributed to the activities funded by the hotel/motel occupancy tax and if directly related to the promotion of tourism and marketing that will have an economic impact for the City.

VII.

This Agreement shall begin the ____ day of October 2019 and shall continue in force ending September 30, 2020. The City shall have the option to terminate this Agreement at any time and for any reason within thirty (30) days after giving such notice of its intent to the Chamber of Commerce.

VIII.

Any notice that is sent pursuant to this Agreement shall be sent to the following addresses:

If to the City of Weslaco:

Mike R. Perez
City Manager
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

If to the Weslaco Area Chamber of Commerce:

Barbara Jean Garza, President/CEO
Weslaco Area Chamber of Commerce
275 S. Kansas Avenue
Weslaco, Texas 78596

IX.

No part of this Agreement may be assigned without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber of Commerce from participating with regional or state tourism programs or to contract for joint promotion with other agencies as long as these programs or promotions do not conflict with the work plan.

X.

The Chamber of Commerce agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees for expenses of litigation, court costs, attorney's fees and from any and all claims, losses, causes of action and damages, suits, and liability of every kind including injury arising from or in connection with the operations of the Chamber of Commerce, its officers, agents and employees carried out in furtherance of this Agreement. The Chamber of Commerce shall carry or cause to be carried public liability, bodily injury insurance on all automobiles used in the operations embraced by this agreement in the amount of \$1,000,000 million combined single limits. The Chamber of Commerce shall carry or cause to be carried general liability insurance in the amount of \$1,000,000 million per occurrence naming the City as a covered party. Said insurance policies shall name the City as an additional insured and covered party. Said policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by the Agreement are begun.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra Ayala, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

**WESLACO AREA
CHAMBER OF COMMERCE**

Robert Calvillo, CHAIRMAN

ATTEST:

Barbara Jean Garza, CEO/PRESIDENT



Standardized Agenda Request Form

Date of Meeting: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2241
From: Robert Lopez		
Subject: Approval to ratify acceptance of Office of the Governor's Criminal Justice Division Funding Grant #3814601, a grant to fund the Crime Victim Coordinator salary and purchase a laptop and printer in an amount not to exceed \$33,984.05 with a 20% MATCH REQUIRED (\$8,496.01) and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. (20% MATCH REQUIRED)		
Funding Source (budget code, if applicable): Office of the Governor		
Amount: \$33,984.05	Term of Impact: 10/01/2019 - 09/31/2020	Identified in Current Budget: No
Additional Action Prompted: Budget Amendment		
If item previously considered, provide date and action by Commission: Approved on 03/05/2019 with Resolution 2019-24		
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):		
Robert Lopez Robert Lopez Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: WPD Resolution Grant #3814601, Statement of Grant Award Grant #3814601		
Responsibilities upon Approval: Police department would be responsible for grant compliance and finance department will submit FSRs. A mid year budget will be needed.		

RESOLUTION NO. 2019-24

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the Criminal Justice Division – Crime Victim Coordinator Grant be operated for the fiscal year 2019 to 2020; and

WHEREAS, The City of Weslaco agrees to provide required matching funds for the said project as required by the Office of the Governor Criminal Justice Division General Victim Assistance Program, FY2020; and

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

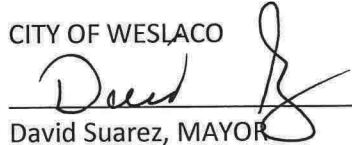
WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Criminal Justice Division – Crime Victim Coordinator Program Grant to the Office of the Governor.

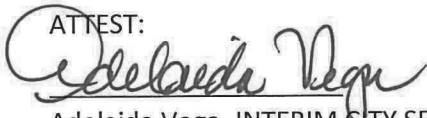
Grant Number: 3814601

Passed and Approved this 5th day of March 2019.

CITY OF WESLACO

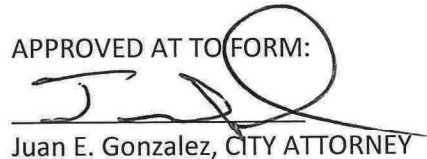

David Suarez, MAYOR

ATTEST:



Adelaida Vega, INTERIM CITY SECRETARY

APPROVED AT TO FORM:


Juan E. Gonzalez, CITY ATTORNEY

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3814601	Award Amount:	\$33,984.05
Date Awarded:	10/10/2019	Grantee Cash Match:	\$8,496.01
Grant Period:	10/01/2019 - 06/30/2020	Grantee In Kind Match:	\$0.00
Liquidation Date:	09/28/2020	Total Project Cost:	\$42,480.06

Program	VA-Victims of Crime Act Formula Grant
Fund:	Program
Grantee Name:	Weslaco, City of
Project Title:	Crime Victim Coordinator
Grant Manager:	Alyssa Smith
DUNS Number:	036562767
CFDA:	16.575 - Victims of Crime Act Formula Grant Program
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime
Federal Award Date:	9/28/2017
Federal/State Award ID Number:	2017-VA-GX-0006
Total Federal Award/State Funds	\$155,567,370.00
Appropriated:	
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the State to local community-based organizations that provide direct services to crime victims



Standardized Agenda Request Form

Date of Meeting: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2243
From: Robert Lopez		
Subject: Approval to ratify acceptance of grant award from the Office of the Governor's Homeland Security Grants Division Funding (2019 State Homeland Security Program – LETPA Projects) in an amount of \$19,000 with NO MATCH REQUIRED and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)		
Background: The Homeland Security Grants Division (HSGD) funds projects that support state/local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens.		
Funding Source (budget code, if applicable): Office of the Governor		
Amount: \$19,000.00	Term of Impact: 10/01/2019 - 09/31/2020	Identified in Current Budget: No
Additional Action Prompted: Budget Amendment		
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):		
Robert Lopez		Created/Initiated
Robert Lopez		Approved
Mike Perez		Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: Resolutions 2019-26 Grant #3814201, SOGA_CongratulatoryLetter_HSGD LETPA Grant #3814201, Statement of Award LETPA Grant #3814201		
Responsibilities upon Approval: Police department would be responsible for grant compliance and finance department will submit FSRs.		

RESOLUTION NO. 2019-26

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the 2019 State Homeland Security Program LETPA Project Grant be operated for the 2019 to 2020 fiscal year; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the 2019 Homeland Security Grant Program (HSGP) LETPA Projects grant application; and

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

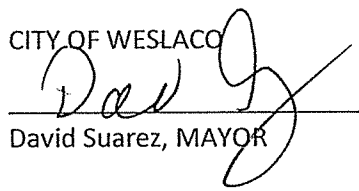
WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the 2019 State Homeland Security Program LETPA Project Grant to the Office of the Governor.

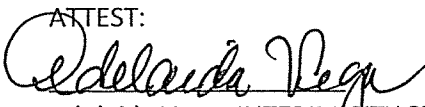
Grant Number: 3814201

Passed and Approved this 5th day of March 2019.

CITY OF WESLACO


David Suarez, MAYOR

ATTEST:


Adelaida Vega, INTERIM CITY SECRETARY

APPROVED AT TO FORM:


Juan E. Gonzalez, CITY ATTORNEY



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program

Nancy N Carrales

Nancy N. Carrales
Executive Director
Homeland Security Grants Division

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3814201	Award Amount:	\$19,000.00
Date Awarded:	10/10/2019	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2019 - 03/31/2020	Grantee In Kind Match:	\$0.00
Liquidation Date:	06/29/2020	Total Project Cost:	\$19,000.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		

Grantee Name: Weslaco, City of
Project Title: Law Enforcement Operations Vehicle
Grant Manager: Dorothy Caston
DUNS Number: 036562767

CFDA: 97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency: U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date: 8/28/2019
Federal/State Award ID Number: EMW-2019-SS-00034-S01
Total Federal Award/State Funds: \$98,436,639.00
Appropriated:
Pass Thru Entity Name: Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D: No

Federal/State Award Description: The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.



Standardized Agenda Request Form

Date of Meeting: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2880	
From: Joel Rivera			
Subject: Approval on Resolution 2019-75 to apply to the Criminal Justice Division Opioid Antagonist Grant Program, FY2020 for an amount not to exceed \$100,000 with NO MATCH REQUIRED and authorize the Mayor to execute any related documents (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications from law enforcement agencies to provide opioid antagonists to peace officers, evidence technicians, and related personnel who, in the course of performing their duties, are likely to come into contact with opioids or encounter persons suffering from an apparent opioid-related drug overdose.			
Funding Source (budget code, if applicable): OA-Opioid Antagonist Grant Program			
Amount: \$500,000.00		Term of Impact: 6 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Robert Lopez		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: R2019-75 Opioid Antagonist Grant #3931801 RESOLUTION			
Responsibilities upon Approval: Police Department will be responsible for grant compliance. Finance will submit Financial Status Reports and any financial reports needed.			

RESOLUTION NO. 2019-75

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the Weslaco Opioid Antagonist Grant Program be operated for the fiscal year through 03/01/2020 through 09/30/2019; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor Criminal Justice Division grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Weslaco Opioid Antagonist Grant Program to the Office of the Governor.

Grant Number: **3931801**

Passed and Approved this 5th, day of November 2019.

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra L. Ayala, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2871	
From: Martin Mata, Arnold Becho			
Subject: Approval to authorize the Mayor Joe V Sánchez Public Library to implement a Food for Fines program supporting local food drives and the RGV Food Bank during the Holiday Season and also to start a toy drive collection and authorize the Mayor to execute any related documents. (Staffed by Library Department.)			
Background: The Food for Fines program will allow library patrons to bring in canned goods and other applicable food items in exchange for forgiveness of library fines. For each food item submitted to the library, a fine on one single item will be forgiven. The program will run through the months of November and December. If another city department conducts a food drive all food gathered will go to that food drive. If no other food drive is conducted by the city, the library will deliver the food directly to the RGV Food Bank. This program will not apply to cost associated with lost or damaged library items.			
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.			
Martin Mata Arnold Becho Vidal Roman Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: memo - Request to approve Food for Fines 2019			
Responsibilities upon Approval: Following approval the library will begin exchanging food donations for fine amnesty.			

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

October 14, 2019

To: David Suarez, Mayor; Gregory Kerr, Mayor Pro-Tem; Letty Lopez, Commissioner; Leo Muñoz, Commissioner; Jose "JP" Rodriguez, Commissioner; Josh Pedraza, Commissioner; Adrian Farias, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata, Vidal Roman, Sonia Flores, Eduardo Gil
Fr: Arnoldo Becho, Library Director
Re: Request to approve the Food for Fines Program 2019

During the months of November and December the library has traditionally taken in canned goods from the public in exchange for fine forgiveness. Library fines are very typically low in value (less than \$3) and many individuals donate to the cause even if they do not have a fine present on their account. Thus, the activity does not reduce revenues greatly but does have a very positive community result. The last few years we have collected greater than 2,000 total pounds of food.

The Library typically partners with another City Department Food Drive and all donations received will supplement that food drive. If another City Department does not have a food drive, the collected food is donated to the RGV Food Bank. Only non-perishable food items will be accepted, monetary and other donations will not be accepted. Fine forgiveness does not extend to cost associated with lost or damaged materials. Cost associated with lost or damaged materials are classified as fees and the library does not desire to have forgiveness apply to lost or damaged items.

This agenda item requires no additional funding and adds no cost to the library budget. Library staff strongly supports the program and invites all community individuals and community organizations to help promote the program. We would love to collect as much for the needy in our community as possible. 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: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2881
From: Rebekah De La Fuente		
Subject: Approval to authorize staff to solicit Request for Qualifications for professional services for geotechnical and material testing and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)		
Background: The City has had three firms on a rotation for the last 3 years. Their agreements is set to expire on December 2019. The subdivision ordinance mandates that the City select firms for material testing. The testing will be paid for by the developer or engineer on file based on a percentage of the construction cost as submitted by the project engineer and approved by the City Engineer. Geotechnical service would also be used for in-house projects.		
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: Will be posted upon approval of item.		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Rebekah De La Fuente Mike Perez		Created/Initiated New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval		
Attachments, if any:		
Responsibilities upon Approval: Staff will proceed with RFQ.		



Standardized Agenda Request Form

Date of Meeting: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2882	
From:			
Subject: Approval on request from the Weslaco Centennial Committee to install street banners across N. Texas Blvd. and N. Westgate Dr. below E. Frontage Rd. on or before November 1, 2019 and remove after December 10, 2019, and authorize the Mayor to execute any related documents. (Staffed by Public Works 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):			
Olga Garza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: doc02393920191022154407			
Responsibilities upon Approval:			



Weslaco Centennial Committee

P.O. Box 801, Weslaco, TX 78599

weslaco100@outlook.com

www.weslaco100.org

8/14/19

Pete
F42 to
install banner
mcl

August 6, 2019

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

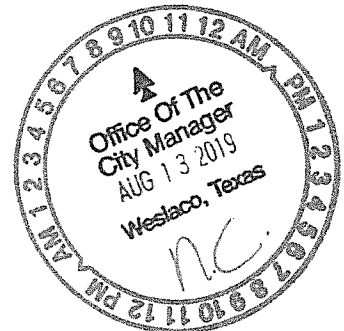
Dear Sirs:

The Weslaco Centennial Committee is hereby requesting the City to install street banners (4' x 50') on utility poles on N. Westgate Drive and N. Texas Blvd below East Frontage Road. The banners are to be installed on November 1st and removed after December 10th, 2019. The banners will be supplied by the Weslaco Centennial Committee.

We would appreciate a response at your earliest convenience.

Sincerely,
Weslaco Centennial Committee

Mark McCaleb,
Chairman





Standardized Agenda Request Form

Date of Meeting: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2894	
From:			
Subject: Approval of payment to Rio Grande Valley Communication Group in the amount of \$42,504.00 for various departmental subscription usage and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)			
Background: Annual payment for all city wide radio's in use under the regional radio system. WPD, WFD, Public Works, Buildings/Parks, Code enforcement, 911 Dispatch center, OEM. See attached City radio inventory list.			
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):			
Melissa Valdez		Created/Initiated	
Antonio Lopez		Approved	
Vidal Roman		New	
Mike Perez			
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Invoice 2658 Weslaco Oct 2019 to Sept 2020, Copy of WESLACO 322			
Responsibilities upon Approval:			



INVOICE NO.	2658
DATE	October 4, 2019
CUSTOMER ID	WESLACO

SALESPERSON	PO	PAYMENT TERMS	DUE DATE
RA	Renewal 2019-2020	Net 30	10/4/19

Make all checks payable to: **Rio Grande Valley Communications Group**
THANK YOU FOR YOUR BUSINESS!

Radio ID	Radio Serial Number
8094000	655CMV0823
8094001	655CMV0824
8094002	655CMV0825
8094003	9036912
8094004	9036917
8094005	9036916
8094006	31123
8094007	31963
8094008	31957
8094009	527CQF2700
8094010	527CQF2701
8094011	527CQF2702
8094012	527CQF2703
8094013	527CQF2704
8094014	527CQF2705
8094015	527CQF2706
8094016	527CQF2707
8094017	527CQF2708
8094018	527CQF2709
8094019	527CQF2710
8094020	527CQF2711
8094021	527CQF2712
8094022	527CQF2713
8094023	527CQF2714
8094024	527CQF2715
8094025	527CQF2716
8094026	527CQF2717
8094027	527CQF2718
8094028	527CQF2719
8094029	527CQF2720
8094030	756CQF1452
8094031	756CQF1453
8094032	756CQF1454
8094033	756CQF1455
8094034	756CQF1456
8094035	756CQF1457
8094036	756CQF1458
8094037	756CQF1459
8094038	756CQF1460
8094039	756CQF1461
8094040	756CQF1462
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8094070	A40204006C94
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8094474

A40138015070
A40138015076
A40138015077
A40138015078
A40138015079
A40138015080

Radio User Alias	Security Group
WSLCO FD 8094000	WESLACO
WSLCO FD 8094001	WESLACO
WSLCO EM 8094002	WESLACO
WSLCO ACU HR-10	WESLACO
WSLCO ACU HR-11	WESLACO
WSLCO ACU HR-12	WESLACO
WSLCO ACU EF-1	WESLACO
WSLCO ACU EF-2	WESLACO
WSLCO ACU EF-3	WESLACO
WFD CS FDESK	WESLACO
WFD CS STA 1	WESLACO
WFD CS STA 2	WESLACO
WFD CS STA 3	WESLACO
WFD M 502	WESLACO
WFD M 501	WESLACO
WFD M 512	WESLACO
WFD M ENG 1	WESLACO
WFD M LADD 1	WESLACO
WFD M TANK 1	WESLACO
WFD M BRUSH 1	WESLACO
WFD M ENG 2	WESLACO
WFD M BRUSH 2	WESLACO
WFD M ENG 3	WESLACO
WFD M BRUSH 3	WESLACO
WFD M BRUSH 5	WESLACO
WFD M FP 536	WESLACO
WFD M RES 1	WESLACO
WFD M RES 2	WESLACO
WFD M TRL 1	WESLACO
WFD M EMS 511	WESLACO
WFD P 503	WESLACO
WFD P 504	WESLACO
WFD P 505	WESLACO
WFD P 506	WESLACO
WFD P 507	WESLACO
WFD P LT 010	WESLACO
WFD P LT 011	WESLACO
WFD P LT 012	WESLACO
WFD P LT013	WESLACO
WFD P LT 014	WESLACO
WFD P LT 015	WESLACO
WFD P LT 016	WESLACO
WFD P LT 017	WESLACO
WFD P LT 018	WESLACO
WFD P FP 531	WESLACO
WFD P FP 532	WESLACO
WFD P FP 533	WESLACO
WFD P FP 534	WESLACO
WFD P 20	WESLACO
WFD P 21	WESLACO
WFD P 22	WESLACO

WFD P 23	WESLACO
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WFD P 30	WESLACO
WFD P 31	WESLACO
WFD P 32	WESLACO
WFD P 33	WESLACO
WFD P 34	WESLACO
WFD ELITE M1	WESLACO
WFD ELITE M2	WESLACO
WFD P35	WESLACO
WFD P36	WESLACO
WFD P37	WESLACO
WFD P38	WESLACO
WFD P39	WESLACO
WFD P40	WESLACO
WFD P41	WESLACO
WFD P42	WESLACO
WFD P43	WESLACO
WFD P44	WESLACO
WFD M01	WESLACO
WFD M02	WESLACO
WFD M03	WESLACO
WFD M04	WESLACO
WFD M05	WESLACO
WFD P45	WESLACO
W MVD C1	WESLACO
W MVD C2	WESLACO
W MVD C3	WESLACO
W MVD C4	WESLACO
W MVD C5	WESLACO
W MVD C6	WESLACO
W MVD C7	WESLACO
W MVD C8	WESLACO
WEMS 5756	WESLACO
WEMS 5780	WESLACO
WEMS 5784	WESLACO
WEMS 5865	WESLACO
WEMS 5867	WESLACO
WEMS 5875	WESLACO
WEMS 5878	WESLACO
HPP WSEM 8094140	WESLACO
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HPP WSEM 8094143	WESLACO
HPP WSEM 8094144	WESLACO
HPP WSEM 8094145	WESLACO
HPP WSEM 8094146	WESLACO
HPP WSEM 8094147	WESLACO

HPP WSEM 8094148	WESLACO
HPP WSEM 8094149	WESLACO
WCODE M1	WESLACO
WCODE M2	WESLACO
WCODE M3	WESLACO
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WCODE P2	WESLACO
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WCODE P4	WESLACO
WCODE P5	WESLACO
WCODE P6	WESLACO
WCODE P7	WESLACO
WCODE P8	WESLACO
WCODE M5	WESLACO
WCODE M6	WESLACO
WES EM P1	WESLACO
WES EM P2	WESLACO
WES EM P3	WESLACO
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Emergency Alarm Comments

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Standardized Agenda Request Form

Date of Meeting: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2900
From:		
Subject: Approval to authorize solicitation for Request for Qualifications to provide Architectural/Engineering design services for the Airport hanger project. (Staffed by Airport.)		
Background: As part of the EDA Corporate Hangar Grant project, the sponsor is required to solicit Requests for Qualifications for Architectural/Engineering Design services. EDA and the LRDVDD staff, have reviewed our template solicitation and recommend proceeding.		
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 Advisory Committee is aware of the project and recommends proceeding with advertising.		
Aida Vega Andrew Muñoz Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff Recommends Approval.		
Attachments, if any: RFQ for Architectural Engineering Design Services_Corporate Hangars		
Responsibilities upon Approval: Purchasing will advertise as per Federal requirements.		



City of Weslaco

**REQUEST FOR QUALIFICATIONS
FOR ARCHITECTURAL / ENGINEERING
DESIGN SERVICES FOR NEW CORPORATE
HANGARS AT THE WESLACO MID VALLEY
AIRPORT**

RFQ # 2019-00-000

**Pre-Bid Conference: December , 2019
CLOSING DATE: December , 2019
CLOSING TIME: 3:00 p.m.**

Request for Qualifications

Qualified professional individuals/firms interested in responding to this Request for Qualifications (RFQ) should include information requested in the following paragraphs. All information shall have been updated within the past three (3) months. Failure to provide the information requested or falsification of any information provided shall result in disqualification of the consultant.

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL / ENGINEERING SERVICES FOR A NEW FIRE AND POLICE STATION

ACKNOWLEDGMENT OF RECEIPT

Please fill in the requested information below as acknowledgment that you have received the Request for Professional Qualifications noted above. If your firm is interested in participating, this sheet must be completed and returned or faxed to:

Mr. Homer Rhodes, Purchasing Agent
City of Weslaco – Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: (956) 447-2240
Fax: (956) 969-8452
e-mail: hrhodes@weslacotx.gov

Name of Firm: _____

Address: _____

City, State Zip: _____

Telephone Number: _____ Fax Number: _____

e-mail: _____

_____ YES, Our company does have an interest in responding.

_____ NO, Our company does not have an interest in responding.

Name: (Print) _____ Title: _____

Signature: _____ Date: _____

PLEASE NOTE:

Please take a moment to register your Company with the City of Weslaco, Texas.

NOTICE TO RESPONDENTS
PLEASE RETURN THIS FORM UPON RECEIPT

Request for Qualifications
Architectural/Engineering Design Services for New Corporate Hangars at the Weslaco Mid Valley Airport
RFQ # 2019-00-000

City of Weslaco Purchasing Office

INVITATION

** B/P/Q (Bid/Proposal/Qualifications)*

Description	Number	Opening
Request for Qualifications for Architectural / Engineering Design Services for New Corporate Hangars at the Weslaco Mid Valley Airport	RFQ 2019-00-000	December , 2019

Sealed qualifications will be received by the City of Weslaco, at the Office of **Homer Rhodes, Purchasing Agent**, located at **City Hall, 255 S. Kansas Avenue, Weslaco, Texas 78596, (956) 447-2240**, e-mail: hrrhodes@weslacotx.gov.

Copies of the qualification(s) documents consisting of detailed specifications, general requirements or other information may be obtained at the Purchasing Department.

Interested Bidders/Proposer(s) are invited to attend the Bid/Proposal opening at the Purchasing Office on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: <http://www.weslacotx.gov/Bids.htm>

Procurement Schedule

November : Release Request for Qualifications (RFQ)

November : First Advertisement of RFQ

November : Second Advertisement of RFQ

November : Pre-bid Conference at Purchasing Conference Room

November : Requests for Clarifications Due

December : Bids Due

Homer Rhodes, Purchasing Agent

I. INTRODUCTION

The City of Weslaco ("City"), invites the submittal for Requests for Qualifications (RFQs) from design firms interested in providing professional architectural and engineering services for the design of New Corporate Hangars at the Weslaco Mid Valley Airport. This project will be funded with the Economic Development Administration (EDA), the Texas Department of Transportation and the City of Weslaco Municipal Funds.

The City of Weslaco reserves the right and/or option to select one or more firms to perform the Scope of Work as defined within the RFQ. If selected, the City of Weslaco does not guarantee, promise, convey, imply, infer, suggest or agree a firm(s) will provide architectural/engineering design services. Furthermore, the City of Weslaco reserves the right and/or option to add, reduce and or/reject portions of the Scope of Work for any selected firm(s) at any point in time. Said rights and/or options shall continue through the procurement, design and construction phases of the project.

The Architectural/Engineering team will provide all services necessary to assess and verify existing conditions; review and verify design standard requirements; MEP commissioning; organize weekly team meetings; provide specifications for furniture, fixtures and equipment (FF&E); signage; provide computer-aided design and drafting (CADD) documentation; prepare bidding documents; provide permitting services; estimate construction costs at each submission; assist with bidding and award activities; value engineering; arrange and conduct meetings; perform construction phase services, coordinate commissioning activities; and assist in the warranty review.

This project has a DBE goal of %.

Initially the team will be coordinating closely with the City's Project Manager to develop a program for the Project Implementation.

The following services will be required initially:

- A. **Assessment of Existing Conditions.** Initially, the selected firm will need to gather any existing records (e.g. environmental assessments) or documents (e.g. Record Drawings, site surveys, etc.) that indicate existing conditions. These documents will need to be verified by on-site inspection of the premises. The extent of this effort shall be as in-depth and as extensive as is required and necessary to support the design effort. The selected firm will prepare an in-depth site access study.
- B. **Planning.** Phase I design services include Pre-design/ Programming (a needs assessment and additional surveys will need to be provided) services for the project. The Architect/Engineer will be responsible for coordination with major

stakeholders and Project Manager for the “right sizing” of the structure. The selected firm will prepare an in-depth site access study to ensure structure is ADA complaint and city ordinance complaint. The selected firm must possess a thorough understanding of the Federal Aviation Administration’s Construction Design criteria and processes, General Aviation hangar design criteria and must be familiar with various corporate jet aircraft.

If the City chooses to continue with this project, the following services will be required:

- A. **Design Services**. Includes Phase I and Phase II services. Phase I services include Schematic Design and Design Development. Phase II services involve the development of Contract Documents. Contract Documents shall be suitable for the solicitation of competitive construction bids. All permit and other discrepancies must be resolved and changes incorporated into the Contract Documents before approval can be given by the City for the 100% submittal, and subsequent initiation of the bidding process. Professional architectural and engineering services will include, but are not limited to, construction drawings using CADD; CSI-style specifications; Phasing coordination; commissioning procedures and documents; specifications for FF&E; and bidding phase assistance. Ongoing coordination with the City’s Project Manager will be required.
- B. **Architectural Review**. Designs will require review by agencies other than the City of Weslaco, including but not limited to City Departments and local utility companies and/or organizations.
- C. **Construction Phase Services**. Construction administration plus ongoing coordination with the City’s Project Manager; and post-construction services which covers items, such as commissioning and warranties, for a period following the completion of construction.

II. SCOPE OF WORK

The scope of work includes but is not limited to, new Corporate Hangars at the Weslaco Mid Valley Airport. The new hangars will be built on the existing airport property adjacent to the Customs and Border Protection Building located at 1909 Joe Stephens Ave, Weslaco, Texas. The new hangars shall, at a minimum:

- Integrate functionally and architecturally with the emergency first responder requirements;
- Utilize existing infrastructure;
- Drive areas requiring sufficient egress/ingress, sufficient approach and departure angles and vehicle flow for disabled vehicles;
- Ensure secure access and control of building and employee parking;

- Accommodate police, fire and employee vehicles;
- Sufficient offices and open office space layout to serve law enforcement functions.

The selected firm for this project is required to be familiar with and abide by all mandated Federal Aviation Administration (FAA) and Texas Department of Transportation (TXDOT) procurement assurances and certifications as well as federal procurement guidelines. This project has an aggressive schedule. It is the intent that the selection committee will make a recommendation to the City Commission within four (4) weeks of the submittal date.

III. OBJECTIVE

The City of Weslaco, proposes to retain a highly qualified design firm to provide the services described herein. Architectural/Engineering firms with significant experience in the design and programming of aviation corporate hangars, phased construction, municipal aviation projects, and feasibility studies will be given prime consideration for this project.

- The City of Weslaco will not be bound by any information conveyed verbally. The City will provide, in writing, any clarifications, changes and/or other information, deemed to be necessary, as addenda to this RFQ.
- Addenda will be provided to known RFQ holders registered with the City of Weslaco.
- No Addendum will be issued later than noon (local time) on Tuesday before the Submittal Date, except Addenda with minor clarifications, withdrawing RFQ, or postponing the Submittal Date.
- The City of Weslaco expressly reserves the right to accept or reject any all qualifications submitted.
- This request for Request for Qualifications does not commit the City of Weslaco to pay any costs incurred prior to execution of a contract. Issuance of this material in no way obligates the City of Weslaco to award a contract or to pay any costs incurred in the preparation of a response.
- The City of Weslaco specifically reserves the right to vary all provisions set forth at any time prior to execution of a contract where it deems it to be in the best interest of the City of Weslaco.

IV. QUALIFICATIONS

The selected architect or firm must possess the ability, experience, and reputation for quality service necessary to produce high quality and functional projects. To insure the firms are capable of providing an acceptable level of service to the City, the following minimum qualifications must be met:

- Firm must have extensive experience in dealings with aviation related projects

and the ability to direct, coordinate and prepare design sketches, working drawings and specifications for projects for the City of Weslaco.

- Firm must have extensive experience in aviation
- The selected firm(s) must have an architect / engineer licensed in the State of Texas
- The selected firm(s) must be capable of providing observation services during the construction process. Review of the Contractor's **Request for Payments**, shop drawings, product submittals and field questions or problems must be part of the required work.
- Firm must carry adequate professional liability insurance and the insurance must be maintained for the duration of the contract. A copy of the insurance must be provided to the City upon approval of the contract.

V. SELECTION PROCESS

The City is seeking a highly qualified Architect/Engineer, experienced in providing the professional programming, planning and design services outlined in the Scope of Work. The required qualifications may be demonstrated in the experience of Respondent's team members. A Selection Committee composed of representatives from the City of Weslaco will review the RFQs.

The City of Weslaco reserves the right and/or option to select one or more firms to perform the Scope of Work as defined within the RFQ. If selected, the City of Weslaco does not guarantee, promise, convey, imply, infer, suggest or agree a firm(s) will provide architectural/engineering design services. Furthermore, the City of Weslaco reserves the right and/or option to add, reduce and or/reject portions of the Scope of Work for any selected firm(s) at any point in time. Said rights and/or options shall continue through the procurement, design and construction phases of the project.

The Team, if applicable, will be selected in a two-step process:

- **Step 1** – The RFQ will be ranked based on the selection criteria and relative weights set out in Section VII.A. of this RFQ. Respondents can receive up to 100 points for the RFQs. The City reserves the right to exercise the option to select the top three ranking firms to give a presentation/ interview for final selection.
- **Step 2** – The presentation/ interviews, if exercised by the City, will be ranked based on the selection criteria and relative weights set out in section VII.B. of this RFQ. Respondents can receive up to 100 points for the presentation/ interview.

Request for Qualifications
Architectural/Engineering Design Services for New Corporate Hangars at the Weslaco Mid Valley Airport
RFQ # 2019-00-000

The apparent successful Respondent(s) will be Respondent(s) that offers the best value to the City based on RFQ and the presentation/ interview scores, if applicable. The City will first attempt to negotiate a contract at a fair and reasonable price with the apparent successful Respondent. If a satisfactory contract cannot be negotiated, the City will formally end negotiations in writing and proceed to negotiate with the next Respondent(s) in order of the combined RFQ and presentation/ interview scores, if applicable, until a contract is reached or negotiations with all ranked Respondents end.

Submission of a RFQ and/or subsequent presentation/ interview indicates Respondent's acceptance of the evaluation protocol and Respondent's recognition that some subjective judgment must be made by the City during the assigning of points.

VI. SUBMITTALS

Each Respondent shall submit **five (5) sealed original hard copies (marked Original) and one USB**. Submittals shall be delivered to the City of Weslaco purchasing office at or before **3 p.m., local time, Friday, November , 2019**:

Mailing address:

City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596
Attention: Homer Rhodes – Purchasing Agent
Telephone: (956) (956) 447-2240 Fax: (956) 969-8452

Physical Address:

City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596
Attention: Homer Rhodes – Purchasing Agent
Telephone: (956) (956) 447-2240 Fax: (956) 969-8452

Only timely received submittals meeting the requirements of this request for qualifications shall be considered. No submittal shall be considered or accepted which is submitted by a firm(s) that is in default under the terms of any existing agreement with the City of Weslaco, or which has failed to perform its obligations faithfully under any previous agreement with the City. An authorized representative of the firm shall sign submittals.

QUESTIONS REGARDING THIS REQUEST FOR QUALIFICATIONS

Questions regarding this project shall be submitted in **writing only** and directed to:

Request for Qualifications
Architectural/Engineering Design Services for New Corporate Hangars at the Weslaco Mid Valley Airport
RFQ # 2019-00-000

City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596
Attention: Homer Rhodes – Purchasing Agent
Telephone: (956) (956) 447-2240 Fax: (956) 969-8452

Amendments or revisions to this Request for Qualifications resulting from written questions will be developed as expeditiously as possible, and will be distributed to all parties requesting the original proposal package or on the original mailing list at the Purchasing Department.

Interested firms are encouraged to review the project and make an on-site review of the different aspects involved in the project.

Within thirty (30) days after the date of opening the responses, the City shall evaluate and rank each request of qualifications submitted in the criteria set forth in the request for qualifications.

Late submittals will not be reviewed for any reason. All submittals must be provided in a sealed box/envelope clearly labeled on the outside.

To enable the City to efficiently evaluate the RFQs, Respondents are urged to strictly follow the required format in preparing their RFQ. **Electronic submittals must be bookmarked to follow the required format.**

The hard copy of the RFQ shall be bound using GBC or other semi-permanent binding method, to ensure that pages are not lost. Each copy shall be no more than 20 pages + letters of commitment + Exhibits. Pages shall be no larger than letter size 8 ½" x 11" and the prevailing font size shall be no less than 11 pt. Each section (defined below) shall be separated by a tabbed divider. Elaborate covers, binding, dividers, etc. are neither required nor desired.

NOTE: The hard copies shall be labeled “**ORIGINAL**” on the outside cover and shall contain original documents where specified below.

Each RFQ shall be organized in the following order:

A. Outside Cover and/or first page: Shall contain the name of the RFQ, the name of the Respondent, and the submittal date.

B. Table of Contents: The next page shall be a table of contents.

C. Divider 1 – Transmittal Letter

The first page following the divider shall be a one-page letter transmitting the RFQ to Homer Rhodes, Purchasing Agent, City of Weslaco. The transmittal letter shall say that the signer of the document is authorized by the Respondent to sign the document. The transmittal letter shall contain the names of the proposed Project Manager, and the proposed project team. At least one copy of the transmittal letter shall contain the original signature of a partner, principal or officer of Respondent.

D. Divider 2 – Team Organization

1. *List of Team Members:* On one page, list the Team member firms along with the primary responsibilities (e.g. Structural Engineer, MEP Engineer, etc.) they will have on the Team, the number of years they have been in business, and the number of employees on staff. Please indicate the lead firm.
2. *Organization Chart:* The next page shall be a simple organization chart of the Team, showing the reporting structure of the people proposed to do the work.
3. Resumes of the key members actively involved with (e.g. Project Manager, Team lead, etc.) each firm proposed in the team.

E. Divider 3 - Project Experience

In tabular format list the following:

1. *Project Listing* - List all aviation related projects in progress or completed within past five years meeting the following criteria:
 - a. Hangar construction, taxiway design and construction, etc.
 - b. Estimated or actual construction cost greater than \$1 million.
 - c. In progress or completed
2. Arrange the projects in descending order of contractual completion date from latest to earliest.
3. Provide the following information for each project, in the order listed:
 - a. Project Name and location
 - b. Owner Name; Contact Person; Telephone; E-mail
 - c. Note delivery method for each project, i.e. CMAR, Design Build, Lump Sum.
 - d. Scope Summary (Include major similarities that would specifically qualify your company for Project)
 - e. Actual or Estimated Construction Cost
 - f. Percent complete or date completed

g. Contractual completion dates (NTP thru bid)

4. *Project Brief* - The Respondent shall select three aviation construction projects to highlight, as best representing the firm's project experience, and provide a briefing sheet for each. Each briefing sheet shall be one-page and should contain information, which shows the capability of the firm to provide the range of services that are required by this project. The work described must have been performed within the past five years. At least one of the projects shall be for \$1 million, or more, in construction cost and for a governmental entity. Minimally, each brief shall contain:

- a. Project Name and location
- b. Year project completed or percent complete and brief explanation regarding steps Respondent took to maintain project schedule
- c. Scope Summary including a description of services provided (Include major similarities that would specifically qualify your company for this Project)
- d. Name of Client and/or Owner/Operator and current telephone number and email address
- e. Key staff involved, who are also proposed for this Project
- f. Actual or Estimated Construction Cost and brief explanation regarding steps Respondent took to adhere to Owner's budget.
- g. Give examples where your company overcame extreme adversity, specifically with reference to demanding cost controls, schedule creep, high turnover in personnel, and the efforts your company made to overcome those problems.

Graphic Information: Photographs or other graphical information used to illustrate these projects may also be incorporated into the one-page brief sheet itself.

F. Divider 4 - Narrative

1. *Narrative*: The Respondent shall provide no more than three pages of narrative that describes:

- Characteristics of your company that most set it apart from others.
- Team's working relationship
- Respondent's systems and processes for insuring quality and timely performance on projects.
- Respondent's track record of meeting deadlines and working within a budget.
- Cost estimating approach
- Approach to Value Engineering
- Respondent's understanding of the City's needs and approach to this project (budget versus architectural program)

- Identify aspects or elements of this Project that may pose unusual challenges. Discuss how you will address such challenges.
- Has your company ever been terminated from a project with or without cause? If so, provide details and owner contact's name, telephone number, and e-mail address.
- **LITIGATION SUMMARY:** A litigation summary that briefly describes any claims or lawsuits that have been filed against the firm that relate to the performance of professional services must be submitted. Identify the claim or suit by adverse party, case number, jurisdiction where filed and current status. **If no summary is given or if a general statement is given which also refers the City to inquire with a firm's counsel, the RFQ may be considered NON-RESPONSIVE and eliminated from consideration.** This statement may be submitted as a separate document in a sealed envelope, but must be provided at the same time that the RFQ is submitted.

G. Divider 5 - Quality of Service

Testimonials: Respondents may include no more than four one-page letters from clients that they have worked with on previous aviation projects. Letters should comment on budget and/or scheduling experiences and qualitative matters related to services received from the Respondent. Letters shall also include contact name and telephone number.

H. Divider 6 – Exhibits

1. Affidavit of Ownership or Control
2. Historically Under-Utilized Business Certification
3. DBE Certification

VII. SELECTION CRITERIA

A. Request for Qualifications 100 Points

The RFQs will be ranked base on the selection criteria and weights set out below:

- a. Experience in aviation construction projects by individuals who would be assigned to this project (**maximum 20 points**).
- b. A suitably sized staff to meet the peak phases of work (**maximum 5 points**).
- c. Project experience by firms and individuals with governmental entities (**maximum 15 points**).

- d. Experience by firms and individuals with aviation hangar design and construction (**maximum 20 points**).
- e. Demonstrable systems and processes in-house for insuring quality and timely performance on projects (**maximum 5 points**).
- f. Familiarity with current MEP certification processes (**maximum 5 points**).
- g. Understanding of City's needs and appropriateness of Team's approach to this project (**maximum 10 points**).
- h. Track record of meeting deadlines and working within a budget, (**maximum 10 points**).
- i. Applicability and quality of references (**maximum 10 points**).

B. Presentation/ Interview 100 Points

Should the City elect to conduct interviews, the top three Respondents will be short-listed to make a presentation/interview and answer questions from a panel of City of Weslaco representatives. The presentations will be ranked based on the selection criteria and relative weights set out below.

The Respondents will be given a maximum of 10 minutes to make a presentation and upon the conclusion of the presentation/interview the Respondents will have a maximum of 5 minutes to respond to questions asked by the Selection Committee.

- a. Demonstrate Team's competence, qualifications, and ability (**maximum of 20 points**).
- b. Demonstrate Team's understanding of the team approach to address the needs of the City of Weslaco while maintaining the vision, function, scheduling, and budget (**maximum of 20 points**).
- c. Appropriateness of answers given during the Question and Answer portion of the interview (**maximum 30 points**).
- d. Demonstrate competence to manage aviation construction process with minimal service disruption. (**maximum 15 points**).
- e. Demonstrate Quality Assurance/ Quality Control methodology (**maximum 15 points**).

VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

Request for Qualifications
Architectural/Engineering Design Services for New Corporate Hangars at the Weslaco Mid Valley Airport
RFQ # 2019-00-000

A. Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

B. Respondents who provide false or misleading information, whether intentional or not, in any documents presented to the City for consideration in the selection process shall be excluded. Any false or misleading information in these documents would, in effect, render the entire document suspect and therefore useless.

C. INTERVIEWS – After the screening of RFQs, Respondents may be notified, in writing, of their status in the selection process. If interviews are needed, short-listed Respondents may be given additional information for interviews. These interviews will relate less to the past experience and qualifications already detailed in the submittal than to identification of the Respondent's project approach and to an appraisal of the people who would be directly involved in the project.

D. INQUIRIES – Once the project is advertised, there shall be no contact with any city official or city employee unless using the formal process through the Purchasing Department. Failure to comply, will result in the firm being disqualified for process.

Questions and answers that change or substantially clarify the Request for Qualifications will be affirmed in writing and copies will be provided to all firms on record, of having received an RFQ. Any inquiries relating to this RFQ must be submitted in writing and received no later than **3:00 p.m. December, 2019.**

E. COST OF RFQS – The City will not be responsible for costs incurred by anyone in the submittal of qualifications or for any costs incurred prior to the execution of a formal contract.

F. CONTRACT NEGOTIATIONS – This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the City; a specific scope of work, fees, insurance coverage's, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the project the City may make the inclusion of a "key person's clause" a part of the contract negotiations.

G. CONFIDENTIAL INFORMATION – All responses shall be held confidential from other parties by the City to the extent allowable by law until after the selection process is completed. Respondents should be aware that at the completion of the selection process the contents of their RFQs are subject to the provisions of the Texas Public Information Act and may be made public. CONFIDENTIAL or SENSITIVE information shall be labeled accordingly.

Request for Qualifications
Architectural/Engineering Design Services for New Corporate Hangars at the Weslaco Mid Valley Airport
RFQ # 2019-00-000

H. CITY POLICIES & ORDINANCES – Respondents should be aware of and therefore, familiar with all pertinent City of Weslaco Ordinances and policies which will relate to contracting with the City. More detailed guidance is available on City’s website:

https://www.municode.com/library/tx/weslaco/codes/code_of_ordinances

I. The City of Weslaco reserves the right to (1) evaluate the qualifications submitted; (2) waive any irregularities therein; (3) select Respondents for the submittal of more detailed information; (4) accept any submittal or portion of a submittal; and/or (5) reject any or all Respondents submitting qualifications, should it be deemed in the City’s best interest.

Request for Qualifications
Architectural/Engineering Design Services for New Corporate Hangars at the Weslaco Mid Valley Airport
RFQ # 2019-00-000

BID REJECTION OR PARTIAL ACCEPTANCE – THE CITY OF WESLACO reserves the right to reject any or all bids. It further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all services thereto are included in the RFQ.

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

The City of Weslaco reserves the right to reject any and all RFQ's.

**CITY OF WESLACO
DISCLOSURE OF INTERESTS**

City of Weslaco, Texas requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below. See next page for definitions.

Date: _____

**FIRM
NAME:** _____

ADDRESS: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please attach a separate sheet.

1. State the name(s) of each "employee(s)" of the City of Weslaco having an "ownership interest constituting of 0% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value of the business entity or employed by the above named "firm."

Name	Title	Department

2. State the name of each "official" of the City of Weslaco having an "ownership interest" constituting 0% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Title	Department

Request for Qualifications
Architectural/Engineering Design Services for New Corporate Hangars at the Weslaco Mid Valley Airport
RFQ # 2019-00-000

3. State the names of each "board member" of the City of Weslaco having an "ownership interest" constituting 0% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Board, Commission or Committee

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Weslaco, Texas as changes occur.

Certifying Person: _____

Title: _____
(Type or Print)

Signature of Certifying Person: _____

Date: _____
(Type or Print)

DEFINITIONS

The following definitions of terms should be used in answering the questions set forth below:

- a. **“Board member.”** A member of any board, commission, or committee appointed by the City Commission of the City of Weslaco, Texas.
- b. **“Employee.”** Any person employed by the City of Weslaco, Texas either on a full or part-time basis, but not as an independent contractor.
- c. **“Firm.”** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- d. **“Official.”** The Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Weslaco, Texas.
- e. **“Ownership interest.”** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. “Constructively held” refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements.”

PLEASE FILL IN INFORMATION NEEDED AND SUBMIT TO:

THE CITY OF WESLACO
PURCHASING DEPARTMENT
255 S. KANSAS AVENUE
WESLACO, TEXAS 78596

**VENDOR ACKNOWLEDGMENT FORMS
CITY OF WESLACO
NON-COLLUSIVE BIDDING CERTIFICATION**

I/We have read instructions to bidder and specifications. My/Our bid conforms with all specifications, conditions, and instructions as outlined by *CITY OF WESLACO*. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF WESLACO for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this RFQ, certifies and represents to the CITY OF WESLACO that Bidder has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this RFQ; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this RFQ; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the CITY OF WESLACO concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this RFQ; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF WESLACO in return for the person having exercised the person's official discretion, power or duty with respect to this RFQ; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF WESLACO in connection with information regarding this RFQ, the submission of this RFQ, the award of this RFQ or the performance, delivery or sale pursuant to this RFQ.

Date: _____

Company Name: _____

Signature: _____

Title: _____

Note: This form must be filled in and submitted with RFQ package

CERTIFICATION FORM

DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The bidder certifies that neither the bidder, its third party subcontractors, nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

Subscribed and sworn to before me this day _____ of , 2019.

Notary Public _____

My Appointment Expires _____

Restrictions on Lobbying Activity

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's/contractor's agent/representative is prohibited from contacting city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Qualifications has been released until the contract has been acted on by the City Commission. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by contractors, respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

B. A Lobbyists or Vendor/ Contractor May Not Place City Official Under Personal Obligation

A Lobbyist or a Vendor/Contractor or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any city official under personal obligation to the Lobbyist or Vendor/ Contractor.

C. False Statements

A lobbyist or the vendor/contractor or any of their agents/representatives cannot intentionally or knowingly make any false or misleading statement of fact to any city official, or cause a copy of a document with false information to be received by an official without notifying the official in writing of the truth. Likewise, a registrant who learns that a statement in a registration form or activity report during the previous 3 years is false must correct that statement within 30 days by written notification to the Office of the City Secretary.

D. Use of False Identification

A lobbyist or the vendor/contractor or any of their agents/representatives cannot communicate with a city official in the name of any fictitious person or in the name of any real person, without that person's consent.

E. Improper Influence

A lobbyist or the vendor/contractor or any of their agents/representatives cannot cause or influence the introduction of any ordinance, resolution, appeal, application, petition, nomination, or amendment for the purpose of later being employed as a lobbyist to secure its granting, denial, confirmation, rejection, passage, or defeat.

F. Improper Representation

A lobbyist or the vendor/contractor or any of their agents/representatives cannot represent that the person can control or obtain the vote or action of any city official.

Disclosures and Requirements for City Vendors/Contractors

Lobbyists are often retained for the purpose of assisting vendor/contractor seeking to do business with the city. The standards of conduct applicable to city contractors or other vendor/contractor of lobbyists are discussed below.

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's/contractor's agent is prohibited from lobbying activities with city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Qualifications has been released until the contract is posted as a City Commission agenda item. If contact is required, such contact will be done in accordance with procedures incorporated into the RFQ document. Violation of this provision by respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer. There is a parallel no-contact provision for lobbyists and their agents.

B. The City's Discretionary Contracts Disclosure Form

When seeking a discretionary city contract, the contractor must submit a form disclosing:

- the identity of all parties to the contract;
- subcontractors;
- partners, parent or subsidiary business entities of any party to the contract; any lobbyist or public relations firm that has been employed for a purpose related to the contract.

The vendor/contractor must also disclose all political contributions totaling more than \$100 made by the parties or the other individuals or entities listed on the form made directly or indirectly to:

- any current or former member of City Commission, including the Mayor;
- any candidate for City Commission, including the Mayor;
- any political action committee (PAC) that contributes to City Commission elections.

Indirect contributions include contributions made by an individual's spouse or by the officers, owners, attorneys, or registered lobbyists of the entity.

Indirect contributions do not include contributions by owners of a business entity who hold less than 5% of the fair market value or voting stock of the entity. If a publicly traded corporation seeks to contract with the city, it will not be required to list contributions made by its shareholders whose holdings are less than 5%.

AUTHORIZED CONTACT FORM:

This RFQ has been issued by City of Weslaco Purchasing Office. The Purchasing Office shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to the City of Weslaco's Purchasing Agent. The Purchasing Agent facilitating this RFQ is identified on the cover page, along with his or her telephone number, and he or she shall be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other City representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by the Purchasing Agent.

Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other City representatives, may constitute grounds for rejection by the Purchasing Office of the vendor's bid/response.

The above stated restriction on vendor contact with City representatives shall apply until the City has awarded a purchase order or contract to a vendor or vendors.

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public _____

My Appointment Expires: _____



Standardized Agenda Request Form

Date of Meeting: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2879	
From:			
Subject: Discussion and consideration to approve Resolution 2019-73 appointing a member to an expired term on the Board of Adjustments & Appeals to the Zoning Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: The term for Mark McCaleb is set to expire. As of the time of posting, Mr. McCaleb expressed his desire to continue to serve.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Joe Pedraza Rebekah De La Fuente Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: CURRENT - BOAAZ-O 100319 mv, BOA, R2019-73 BOAA-BLDG CODES			
Responsibilities upon Approval: Execute, retain and notify appointee.			

Board of Adjustments & Appeals to the Zoning-Ordinance

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

Revised 100319 mv

*serving unexpired term

Molly Vallejo

From: Adelaida Vega
Sent: Thursday, October 31, 2019 2:39 PM
To: Virginia Mendoza
Cc: Myra Ayala; Molly Vallejo
Subject: RE: BOA

Received. Thank you.

From: Virginia Mendoza <vmendoza@weslacotx.gov>
Sent: Thursday, October 31, 2019 2:33 PM
To: Adelaida Vega <avega@weslacotx.gov>
Cc: Joe Pedraza <jpedraza@weslacotx.gov>
Subject: FW: BOA

VIRGINIA MENDOZA
CODE ENFORCEMENT SECRETARY
CITY OF WESLACO
255 S KANSAS AVENUE
WESLACO TX 78596
PH: 956 973-3123
FAX: 956 973-3128



From: Mark McCaleb [<mailto:mark@mccalebfuneralhome.com>]
Sent: Thursday, October 31, 2019 12:30 PM
To: Virginia Mendoza <vmendoza@weslacotx.gov>
Subject: BOA

I, Mark McCaleb, would like to be reappointed to the Weslaco Board of appeals and adjustment for the new term.

RESOLUTION NO. 2019-73

**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.

NAME

TERM ENDING

1. _____

12/21/23

PASSED AND APPROVED on this 5th day of November 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: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2849	
From: Rebekah De La Fuente			
Subject: Discussion and consideration after public hearing on behalf of Joe Olivarez to approve Ordinance 2019-43 to rezone 710 S. Missouri. Also being Lots 3, 4, 5, 6, and 7, Blk 56, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-43. Possible Action. (This item was tabled October 15, 2019; staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to R-2 Duplex and apartment district. Thirty-seven (37) property owners within 200 feet of the applicant's property were notified by letter on September 20, 2019.			
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: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on September 16, 2019.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the rezone request on October 2, 2019.			
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Recommendation to be made at meeting.			
Staff Recommendation: Staff recommends compliance with the 2040 Land Use Map			
Attachments, if any: 710 S MISSOURI - ATTACHMENTS, 710 S Missouri- Aerial, O2019-43 rezone 710 S Missouri			

Responsibilities upon Approval:

Staff will notify applicant



APPLICATION FOR REZONING

RECEIVED

SEP 10 2019

Planning &
Code Enforcement Dept.

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

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

FILE NO.

REZ-19-00020

Sept 10, 2019

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 3-4-5-6-7 Block 56
Subdivision Name ORIGINAL TOWNSITE OF WESLACO
Street Address 710 S. Mission
Existing Zoning R-1 Existing Land Use Rental Homes
Proposed Zoning R-2 Proposed Land Use Duplexes

- ☐ \$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 Joe Oliver Phone 956-463-5656
Address 614 N. TX Fax: 968-7341
City Weslaco State TX Zip Code 7579 E-Mail: Joe@LNR Apts.com

OWNER

Name Joe Oliver Phone 956-463-5656
Address 614 N. TX Fax: 968-7341
City Weslaco State TX Zip Code 75796 E-Mail: Joe@LNR Apts.com

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

Signature [Signature] Date 9-10-19
Owner
Signature [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

956-968-3181

REC#: 02548451 9/10/2019 12:01 PM

OPER: lbrio TERM: 003

REF#: 1397

PAID BY:

TRAN: 235.1000 PROCESSING FEE

JOE OLIVAREZ

101-400-3200

PROCESSING FEE-ONLI 5.00CR

TRAN: 204.0000 REZONING APPL FEE

JOE OLIVAREZ

101-400-1027

REZONING APPLICATIO 300.00CR

TENDERED: 305.00 CHECK

APPLIED: 305.00-

CHANGE: 0.00

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

PLANNING DEPARTMENT

September 20, 2019

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, October 2, 2019, for the Planning and Zoning Commission and on or before October 15, 2019 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

Joe Olivarez is requesting to rezone 710 S. Missouri. Also being Lot 3, 4, 5, 6, and 7, Weslaco Original Townsite, Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district.

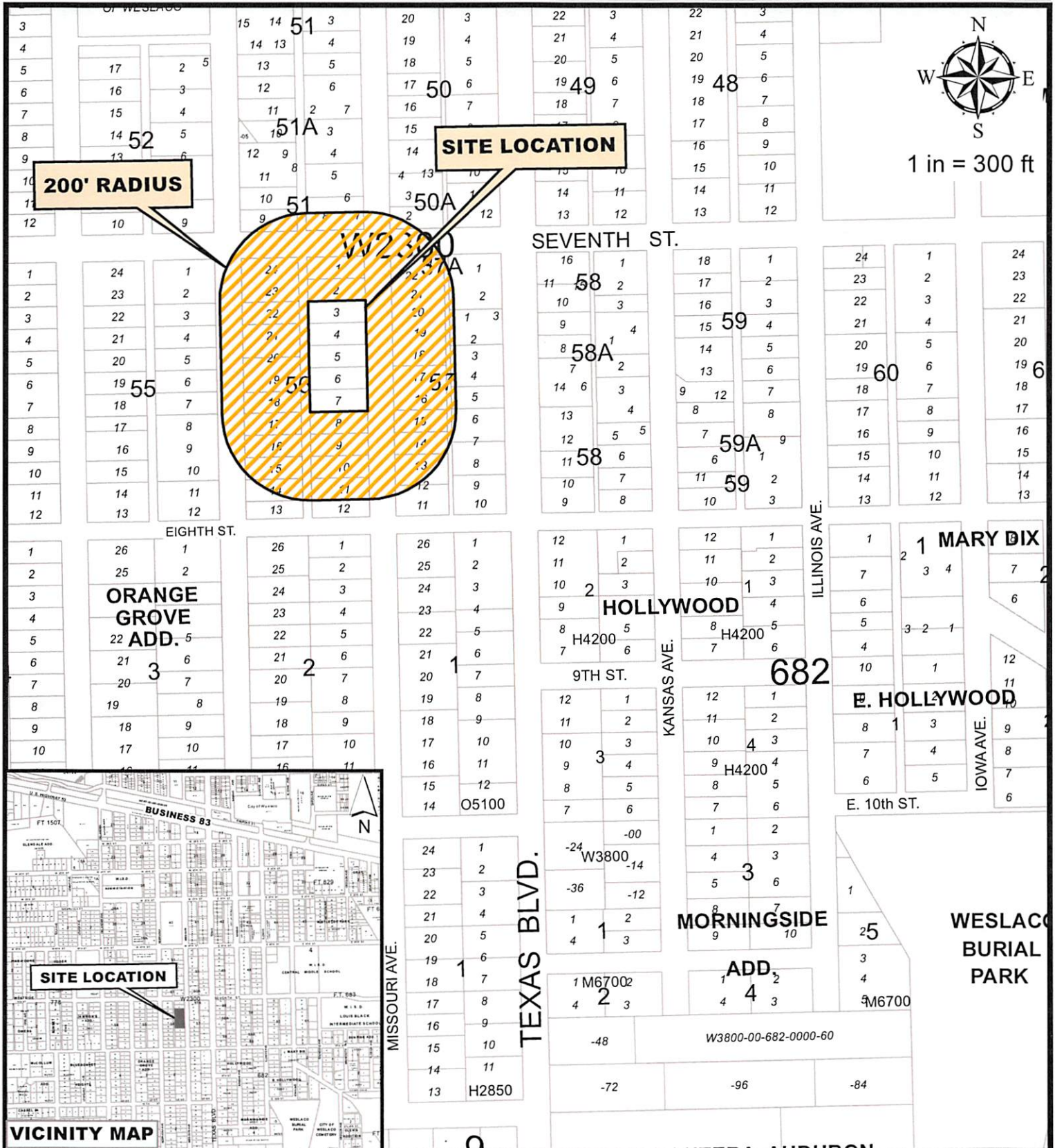
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

Sincerely,

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

Rebekah de la Fuente, CFM
Assistant Planning Director



Joe Alvarez

716, 708, 710, 712 and 714 South Missouri Ave.

Weslaco Original Townsite

Lots 3, 4, 5, 6 and 7 Block 56

Purpose for the Rezoning request

Existing zoning: R-1
 Existing land use: Rental Homes
 Proposed zoning: R-2
 Proposed land use: Duplexes



SEP 17, 2019

CASTRO DANIEL 623 S MISSOURI AVE WESLACO TX 78596-6939	W2300-00-050-0011-01 WESLACO ORIGINAL TOWNSITE BLK 50 A-CANAL LT 2-CANAL 623 S MISSOURI AVE	L: 20100 B: 17329
HOLLEY STEVE N & THELMA 622 S MISSOURI AVE WESLACO TX 78596-6940	W2300-00-051-0008-01 WESLACO ORIGINAL TOWNSITE S 25-6 , ALL-7, S 75'-8 BLK 51, 51A CAN 622 S MISSOURI AVE	L: 32663 B: 51549
VELA LUISA V 623 S NEBRASKA AVE WESLACO TX 78596-6923	W2300-00-051-0009-00 WESLACO ORIGINAL TOWNSITE LOT 9 BLK 51 623 S NEBRASKA	L: 21775 B: 30443
HERNANDEZ JUAN R 700 S MISSOURI AVE WESLACO TX 78596-6942	W2300-00-056-0001-00 WESLACO ORIGINAL TOWNSITE BLK 56 LT 1 700 S MISSOURI AVE	L: 21775 B: 27004
RODRIGUEZ, ISAAC D & ROSALINDA 225 S TEXAS BLVD WESLACO TX 78596-610	W2300-00-056-0002-00 WESLACO ORIGINAL TOWNSITE LOT BLK 56 706 S MISSOURI AVE	L: 11375 B: 24008
CARDOZA SILVIO H & ANGELICA 2710 N WESTGATE DR WESLACO TX 78599-3875	W2300-00-056-0002-01 WESLACO ORIGINAL TOWNSITE - LOT 2 BLK 56 704 S MISSOURI AVE	L: 21775 B: 44301
RODRIGUEZ ISAAC D & ROSALINDA 225 S TEXAS BLVD WESLACO TX 78596-6105	W2300-00-056-0003-01 WESLACO ORIGINAL TOWNSITE - LOT 3 BLK 56 706 S MISSOURI AVE	L: 21775 B: 24222
RODRIGUEZ ISAAC D & JOE DANIEL 225 S TEXAS BLVD WESLACO, TX 78596-6105	W2300-00-056-0004-00 WESLACO ORIGINAL TOWNSITE BLK 56 LT 4 708 S MISSOURI AVE	L: 21775 B: 20885
OLIVAREZ JOE DANIEL PO BOX 1667 WESLACO TX 78599-1667	W2300-00-056-0005-00 WESLACO ORIGINAL TOWNSITE LOT 5 BLOCK 56 710 S MISSOURI AVE	L: 21775 B: 20846
OLIVAREZ JOE DANIEL PO BOX 1667 WESLACO TX 78599-1667	W2300-00-056-0006-00 WESLACO ORIGINAL TOWNSITE LOT 6 BLOCK 56 712 S MISSOURI AVE	L: 21775 B: 13168
OLIVAREZ, JOE DANIEL PO BOX 1667 WESLACO TX 78599-1667	W2300-00-056-0007-00 WESLACO ORIGINAL TOWNSITE LOT 7 BLOCK 56 714 S MISSOURI AVE	L: 21775 B: 16842
GONZALEZ, JUAN M & ROSA H 716 S MISSOURI AVE WESLACO TX 78596-6942	W2300-00-056-0008-00 WESLACO ORIGINAL TOWNSITE BLK 56 LT 8 716 S MISSOURI AVE	L: 21775 B: 57562

SEP 17, 2019

GONZALEZ JUAN M & ROSA HILDA 716 S MISSOURI AVE WESLACO TX 78596-6942	W2300-00-056-0009-00 WESLACO ORIGINAL TOWNSITE BLK 56 LT 9 718 S MISSOURI AVE	L: 21775 B: 28197
CARDENAS LAZARO JR & ALICIA 1011 W 4TH ST WESLACO TX 78596-5708	W2300-00-056-0010-00 WESLACO ORIGINAL TOWNSITE LOT 10 BLK 56 720 S MISSOURI AVE	L: 16750 B: 27862
MATHEWS BETTY S & JOSEPH 722 S MISSOURI AVE WESLACO TX 78596-6942	W2300-00-056-0011-00 WESLACO ORIGINAL TOWNSITE BK 56 LTS 11 & 12 722 S MISSOURI AVE	L: 43550 B: 74320
ORTIZ, JULIE ROBLES 723 S NEBRASKA AVE WESLACO TX 78596-6925	W2300-00-056-0013-00 WESLACO ORIGINAL TOWNSITE BLK 56 LT 13 123 S NEBRASKA	L: 21775 B: 40767
GONZALEZ PEDRO (DECEASED) 721 S NEBRASKA AVE WESLACO TX 78596-6925	W2300-00-056-0014-00 WESLACO ORIGINAL TOWNSITE BLK 56 LT 14 721 S NEBRASKA	L: 21775 B: 30861
FLORES, DANIEL & MARIA L 719 S NEBRASKA AVE WESLACO TX 78596-6925	W2300-00-056-0015-00 WESLACO ORIGINAL TOWNSITE BLK 56 LT 15 719 S NEBRASKA	L: 21775 B: 22785
DELGADO MOSES 717 S NEBRASKA AVE WESLACO TX 78596-6925	W2300-00-056-0016-00 WESLACO ORIGINAL TOWNSITE BLK 56 LT 16 717 S NEBRASKA	L: 21775 B: 21333
OLIVAREZ MARTIN PO BOX 22 WESLACO TX 78599-0022	W2300-00-056-0017-00 WESLACO ORIGINAL TOWNSITE BLK 56 LT 17 715 S NEBRASKA	L: 21775 B: 21159
OLIVAREZ MARTIN & YVONNE PO BOX 22 WESLACO TX 78599-0022	W2300-00-056-0018-00 WESLACO ORIGINAL TOWNSITE BLK 56 LT 18 713 S NEBRASKA	L: 21775 B: 28294
OLIVAREZ, JOE DANIEL PO BOX 1667 WESLACO TX 78599-1667	W2300-00-056-0019-00 WESLACO ORIGINAL TOWNSITE BLK 56 LTS 19,S 1/2-20 711 S NEBRASKA	L: 32663 B: 50440
ZAVALA GILBERTO & CELIA 707 S NEBRASKA AVE WESLACO TX 78596-6925	W2300-00-056-0020-00 WESLACO ORIGINAL TOWNSITE BLK 56 LTS N 1/2-20, ALL 21 707 S NEBRASKA	L: 32663 B: 52628
MONTANO, AURORA P 705 S NEBRASKA AVE WESLACO TX 78596-6925	W2300-00-056-0022-00 WESLACO ORIGINAL TOWNSITE BLK 56 LT 22 705 S NEBRASKA	L: 21775 B: 46163

SEP 17, 2019

SPANISH CENTRAL DISTRICT 207 W 7TH ST WESLACO TX 78596-6901	W2300-00-056-0023-00 WESLACO ORIGINAL TOWNSITE LOTS 2 3 & 24 BLK 56 207 W 7TH ST	L: 63050 B: 136420
BH GROUP LIMITED LIABILITY 2414 E GRIFFIN PKWY MISSION TX 78572-3302	W2300-00-057-0000-00 WESLACO ORIGINAL TOWNSITE N45' L OT 1 BLK 57 & ALL LOTS 1 & 2 BLK 702 S TEXAS BLVD	L: 91296 B: 122012
SHEPARD STEPHEN P 2022 E HARRISON AVE HARLINGEN TX 78550-7312	W2300-00-057-0001-00 WESLACO ORIGINAL TOWNSITE S50' L OT 1, N30.7' LOT 2 BLK 57 & ALL 704 S TEXAS BLVD	L: 58104 B: 52005
MOLINA JUAN R PO BOX 190 WESLACO TX 78599-0190	W2300-00-057-0003-00 WESLACO ORIGINAL TOWNSITE ALL LO T 3, S8.4' LOT 2 & ALL LOT 4 BLK 710 S TEXAS BLVD	L: 67248 B: 67219
CARDENAS WILBERT 714 S TEXAS BLVD WESLACO TX 78596-7052	W2300-00-057-0005-00 WESLACO ORIGINAL TOWNSITE BLK 57 LT 5 714 S TEXAS BLVD	L: 25740 B: 47531
SEPULVEDA ELOY 716 S TEXAS BLVD WESLACO TX 78596-7052	W2300-00-057-0006-00 WESLACO ORIGINAL TOWNSITE BLK 57 LTS 6, N 1/2-7 716 S TEXAS BLVD	L: 59400 B: 87691
ALDANA ALBERT & MARIA T 5832 N FM 88 WESLACO TX 78599-5537	W2300-00-057-0007-00 WESLACO ORIGINAL TOWNSITE BLK 57 LTS S 1/2 LOT 7 & ALL LOT 8 720 S TEXAS BLVD	L: 59400 B: 92473
B-S INVESTMENTS 614 N TEXAS BLVD WESLACO TX 78596-4804	W2300-00-057-0011-00 WESLACO ORIGINAL TOWNSITE LOT 11 & S 30' LOT 12 BLK 57 104 W 8TH ST	L: 40800 B: 40828
CUELLAR AMY 721 S MISSOURI AVE WESLACO TX 78596-6941	W2300-00-057-0011-01 WESLACO ORIGINAL TOWNSITE ALL LO T 13 & N 20' LOT 12 BLK 57 721 MISSOURI AVE	L: 28140 B: 54005
GONZALEZ LUIS M & ESPERANZA 802 S MISSOURI AVE WESLACO TX 78596-6944	W2300-00-057-0014-00 WESLACO ORIGINAL TOWNSITE BLK 57 LT 14 719	L: 20100 B: 14669
GONZALEZ LUIS M & ESPERANZA 802 S MISSOURI AVE WESLACO TX 78596-6944	W2300-00-057-0015-00 WESLACO ORIGINAL TOWNSITE BLK 57 LT 15 717 MISSOURI AVE	L: 20100 B: 17054
TRUSTEES OF THE DIOCESES OF 701 S MISSOURI AVE WESLACO TX 78596-6941	W2300-00-057-0018-00 WESLACO ORIGINAL TOWNSITE LOTS 1 8-22 BLK 57 & LOT 4 BLK 57A 0	L: 140940 B: 222555

SEP 17, 2019

TRUSTEES OF THE DIOCESE OF	W2300-00-057-0016-00	L: 58200
701 S MISSOURI AVE	WESLACO ORIGINAL TOWNSITE LOTS 1	B: 76325
WESLACO TX 78596-6941	6-17 BLK 57	
	0	

710 S Missouri

Rezone Request R-1 to R-2

Legend

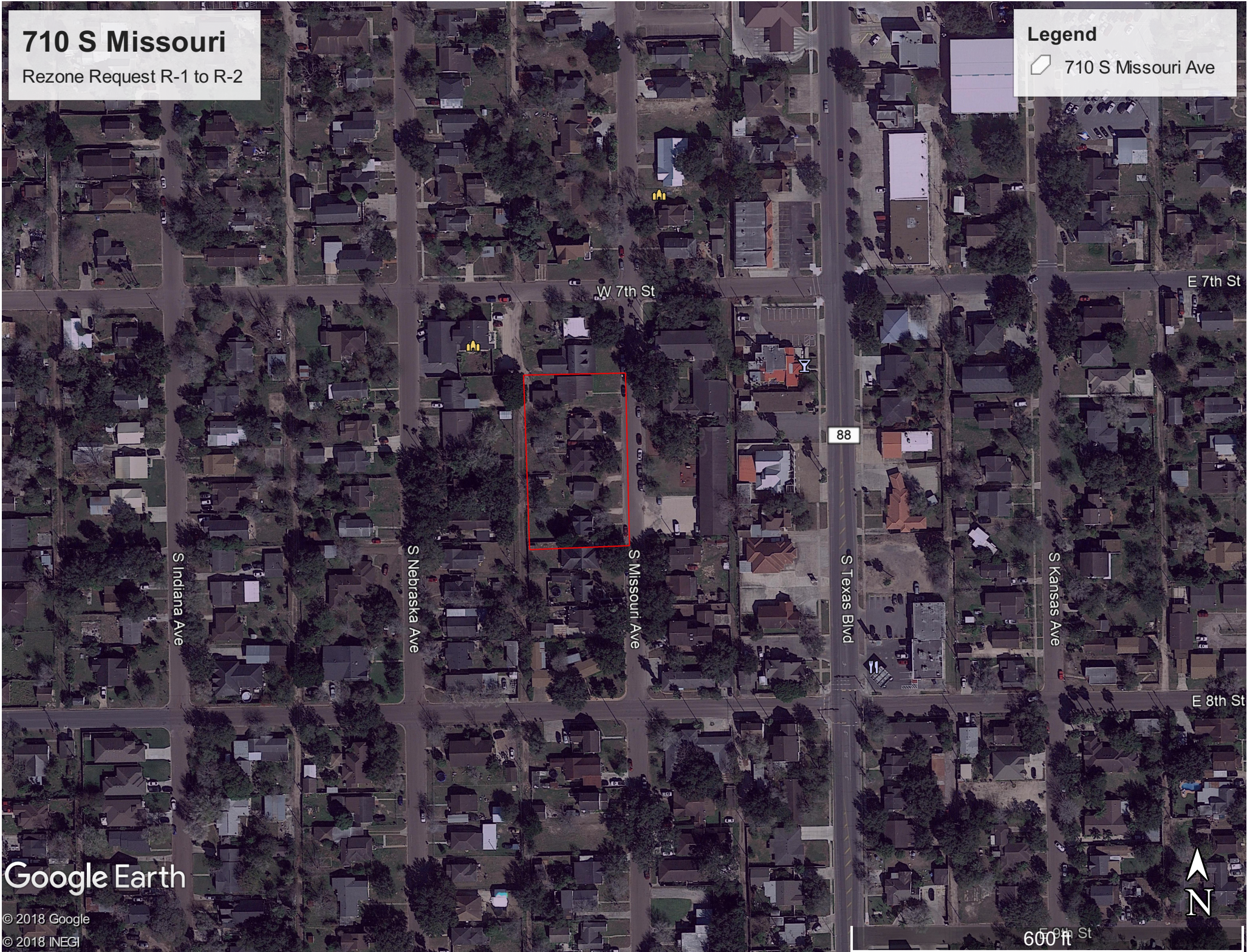
 710 S Missouri Ave

Google Earth

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600 ft



ORDINANCE NO. 2019-43

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 710 S. MISSOURI ALSO BEING LOT 3, 4, 5, 6, AND 7, BLK 56, WESLACO ORIGINAL TOWNSITE, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-1 One-family dwelling district to R-2 Duplex and apartment district being 710 S. Missouri also being Lot 3, 4, 5, 6, and 7, blk 56, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of November 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: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2854
From:		
Subject: Discussion and consideration to approve Ordinance 2019-44 amending Section 12 of Ordinance 397, to fix residential, commercial, and industrial garbage rates; providing an effective date; and ordaining other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-44. Possible action. (This item was tabled October 15, 2019; staffed by Finance Department.)		
Background: Republic Services submitted their annual CPI adjustment in the amount of 3.71% increase to all residential and commercial rates for garbage and brush. I reviewed their propose rate increases and the end result will be that the City will not realizing any net income. I am proposing for the City to increase their proposed rates by 5% in all categories in order to offset the cost and also to have a net income positive result. The last time that the city made overall rate increase was in 2011.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Vidal Roman Mike Perez	Created/Initiated New	
City Manager Comments: Recommend to remain on table.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Republic Letter on increase, CPI rate increase Revenue, Proposed Rate, O2019-44 amend Commercial rates incr		
Responsibilities upon Approval: A budget amendment will be done to recognize the additional revenue anticipated with		

rate change.



PO Drawer 1217 La Feria, TX 78559
o 956.423.7316 f 956.428.2045 republicservices.com

August 1, 2019

Mike Perez, City Manager
City of Weslaco
Weslaco, TX 78596

Reference 2019 Consumer Price Index (CPI)

Valid new rates for Republic trash for Friday Nov

Dear Mr. Perez,

In accordance with the solid waste agreement between the City of Weslaco and Allied Waste Services, we hereby submit our comparative statement justifying this notice for September 1, 2019.

2019-2020 CPI Calculation

Description	Water Sewer Trash
June-18	231.341
June-19	239.928
Index Change	8.587
Net %Change	3.71%
Effective Change @ 100%	3.71%
Rate % Increase	3.71%
CPI Cap 5.0%	5.00%

←
←

Residential Rates 2019-2020

Item	Description	Rates
1	Residential Service twice/week	\$ 9.80
2	Twice/month residential brush/bulky item service	\$ 6.12
3	Overfilled Front Load Container per yard fee	\$ 37.50

Commercial Rates 2019-2020

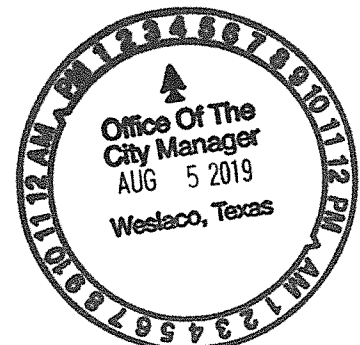
Container Size	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk
2 cubic yard	\$ 75.14	\$ 137.74	\$ 200.34	\$ 262.99	\$ 325.57	\$ 386.80
3 cubic yard	\$ 86.84	\$ 159.21	\$ 231.59	\$ 303.97	\$ 376.32	\$ 448.69
4 cubic yard	\$ 98.44	\$ 180.57	\$ 262.70	\$ 344.85	\$ 425.46	\$ 509.14
6 cubic yard	\$ 124.06	\$ 225.71	\$ 327.38	\$ 429.07	\$ 530.72	\$ 632.38
8 cubic yard	\$ 145.47	\$ 266.64	\$ 387.89	\$ 509.08	\$ 630.27	\$ 751.49
30 cubic yard	Haul Rate	\$ 213.79	Tonnage Rate	\$ 45.91	Rental Rate	\$ 6.16

If you have any questions please contact me at 800-423-7316.

We Truly Appreciate Your Business!

Omar Rodriguez

Omar Rodriguez
Municipal Services Manager
Republic Services, Inc.



City of Weslaco's
Commercial Revenue
compared to Republics CPI increase

RATE COMPARISON - PROPOSED RATES COMPARED WITH REPUBLIC INCLUDING CIP INCREASE OCT --2019

SANITATION REVENUES		Ordinance City Rate	Republic Proposed Rate	Republic Incr (Decr)	Net to City's	CITY	REPUBLIC	NET
			3.71% CPI					
Commercial Rates								
Routes								
2 CY Bin	1	73.18	75.14	2.69	(1.96)	3,585.82	3,681.86	(96.04)
	2	133.06	137.74	4.93	(4.68)	798.36	826.44	(28.08)
	3	195.00	200.34	7.17	(5.34)	-	-	-
	4	254.28	262.99	9.41	(8.71)	-	-	-
	5	314.88	325.57	11.65	(10.69)	-	-	-
	6	375.47	386.80	13.84	(11.33)	-	-	-
3 CY Bin	1	84.57	86.84	3.11	(2.27)	10,486.68	10,768.16	(281.48)
	2	155.05	159.21	5.70	(4.16)	8,372.70	8,597.34	(224.64)
	3	225.54	231.59	8.28	(6.05)	18,268.74	18,758.79	(490.05)
	4	296.03	303.97	10.87	(7.94)	592.06	607.94	(15.88)
	5	366.49	376.32	13.46	(9.83)	1,099.47	1,128.96	(29.49)
	6	436.97	448.69	16.05	(11.72)	873.94	897.38	(23.44)
4 CY Bin	1	95.87	98.44	3.52	(2.57)	9,395.26	9,647.12	(251.86)
	2	175.85	180.57	6.46	(4.72)	8,616.65	8,847.93	(231.28)
	3	255.60	262.70	9.40	(7.10)	8,690.40	8,931.80	(241.40)
	4	336.28	344.85	12.34	(8.57)	1,008.84	1,034.55	(25.71)
	5	418.96	425.46	15.22	(6.50)	1,675.84	1,701.84	(26.00)
	6	501.63	509.14	18.21	(7.51)	2,006.52	2,036.56	(30.04)
6 CY Bin	1	131.87	124.06	4.44	7.81	6,197.89	5,830.82	367.07
	2	240.57	225.71	8.07	14.86	7,217.10	6,771.30	445.80
	3	316.20	327.38	11.71	(11.18)	5,375.40	5,565.46	(190.06)
	4	415.01	429.07	15.35	(14.06)	1,245.03	1,287.21	(42.18)
	5	513.81	530.72	18.99	(16.91)	3,596.67	3,715.04	(118.37)
	6	611.31	632.38	22.62	(21.07)	-	-	-
8 CY Bin	1	155.08	145.47	5.20	9.61	7,909.08	7,418.97	490.11
	2	284.03	266.64	9.54	17.39	12,213.29	11,465.52	747.77
	3	377.75	387.89	13.88	(10.14)	17,754.25	18,230.83	(476.58)
	4	492.73	509.08	18.21	(16.35)	3,449.11	3,563.56	(114.45)
	5	610.01	630.27	22.55	(20.26)	6,100.10	6,302.70	(202.60)
	6	731.86	751.49	26.88	(19.63)	3,659.30	3,757.45	(98.15)
30CY	Haul Rate	213.79						
	Tonnage	45.91						
	Rental Rate	6.16						

City of Weslaco's
Commercial Proposed Rate
compared to Republic's CPI increase

RATE COMPARISON - PROPOSED RATE INCREASE (5%) COMPARED WITH REPUBLIC INCLUDING CIP INCREASE OCT --2019

SANITATION REVENUES			Proposed City Rate 5%	Republic Proposed Rate 3.71% CPI	City's Impact	Current Net - City	CITY	REPUBLIC	NET
Commercial									
	Routes								
2 CY Bin	49	1	76.84	75.14	1.70	1.70	3,765.11	3,681.86	83.25
	6	2	139.71	137.74	1.97	1.97	838.28	826.44	11.84
		3	204.75	200.34	4.41	4.41	-	-	-
		4	266.99	262.99	4.00	4.00	-	-	-
		5	330.62	325.57	5.05	5.05	-	-	-
		6	394.24	386.80	7.44	7.44	-	-	-
3 CY Bin	124	1	88.80	86.84	1.96	1.96	11,011.01	10,768.16	242.85
	54	2	162.80	159.21	3.59	3.59	8,791.34	8,597.34	194.00
	81	3	236.82	231.59	5.23	5.23	19,182.18	18,758.79	423.39
	2	4	310.83	303.97	6.86	6.86	621.66	607.94	13.72
	3	5	384.81	376.32	8.49	8.49	1,154.44	1,128.96	25.48
	2	6	458.82	448.69	10.13	10.13	917.64	897.38	20.26
4 CY Bin	98	1	100.66	98.44	2.22	2.22	9,865.02	9,647.12	217.90
	49	2	184.64	180.57	4.07	4.07	9,047.48	8,847.93	199.55
	34	3	268.38	262.70	5.68	5.68	9,124.92	8,931.80	193.12
	3	4	353.09	344.85	8.24	8.24	1,059.28	1,034.55	24.73
	4	5	439.91	425.46	14.45	14.45	1,759.63	1,701.84	57.79
	4	6	526.71	509.14	17.57	17.57	2,106.85	2,036.56	70.29
6 CY Bin	47	1	138.46	124.06	14.40	14.40	6,507.78	5,830.82	676.96
	30	2	252.60	225.71	26.89	26.89	7,577.96	6,771.30	806.66
	17	3	332.01	327.38	4.63	4.63	5,644.17	5,565.46	78.71
	3	4	435.76	429.07	6.69	6.69	1,307.28	1,287.21	20.07
	7	5	539.50	530.72	8.78	8.78	3,776.50	3,715.04	61.46
	0	6	641.88	632.38	9.50	9.50	-	-	-
8 CY Bin	51	1	162.83	145.47	17.36	17.36	8,304.53	7,418.97	885.56
	43	2	298.23	266.64	31.59	31.59	12,823.95	11,465.52	1,358.43
	47	3	396.64	387.89	8.75	8.75	18,641.96	18,230.83	411.13
	7	4	517.37	509.08	8.29	8.29	3,621.57	3,563.56	58.01
	10	5	640.51	630.27	10.24	10.24	6,405.11	6,302.70	102.41
	5	6	768.45	751.49	16.96	16.96	3,842.27	3,757.45	84.82
30CY	Haul Rate		213.79						
	Tonnage Rate		45.91						
	Rental Rate		6.16						

ORDINANCE 2019-44

AN ORDINANCE AMENDING SECTION 12 OF ORDINANCE NUMBER 397, TO FIX RESIDENTIAL, COMMERCIAL AND INDUSTRIAL GARBAGE RATES; 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. Section 12 of Ordinance No. 397, passed and approved the 7th day of September 1965, and as subsequently amended, is amended to establish new rates for garbage collection within the City of Weslaco. So that after second and final reading of Section 12 of Ordinance No. 397 shall read as follows:

ARTICLE II. CHARGES FOR COLLECTION*

Sec. 15-34. Charge for removal.

It is the express intent and purpose of this chapter to fairly, reasonably, and equitably apportion the costs of the collection and removal of garbage and trash within the city limits. In computing the charge made to any residence, duplex, triplex, apartment house, tenement house, or trailer court as unit, all apartments, tenements or trailers therein shall be deemed to be occupied unless the water meter serving the building is disconnected. In all cases, if a water meter is in service the house and all apartments or units serviced by that meter shall be deemed to be occupied.

RESIDENTIAL

The rate for residential garbage collection shall be fifteen dollars and five cents (\$15.05) per container, per month. The rate for apartments, where all apartments are on one (1) water meter shall be the same as the applicable residence rate, plus an additional charge of fifteen dollars and five cents (\$15.05) per each additional container, per month, whether or not all of such units are rented. Where apartments have separate water meters, the rate shall be the same as the applicable residence rate, plus an additional charge of fifteen dollars and five cents (\$15.05) per each additional container, per month, whether or not all of such units are rented. The minimum charge for trailers or mobile home units shall be the same as the applicable residence rate.

BUSINESS, COMMERCIAL AND INDUSTRIAL

(a) No business, commercial or industrial account shall be permitted to utilize more than six (6) containers, as defined in Section 15-6, regardless of the number of garbage pickups per week. Should six (6) standard containers be insufficient to accommodate the volume of trash

generated by such account, such account shall be required to utilize a commercial container for garbage collection, such commercial container to be supplied by the city, the size of such container being dependent upon the volume of garbage generated, and the rates for commercial container pickups to be as hereinafter provided.

(b) For those commercial, industrial and business accounts whose volume of garbage can be accommodated by not more than six (6) standard containers, the rate shall be fifteen dollars and five cents (\$15.05) per container per month with 2 pickups per week, or as follows:

<i>Number of Pickups Per Week</i>	<i>Monthly Rate</i>
2	\$ 15.05
3	\$ 45.14
4	\$ 75.24
5	\$105.34
6	\$150.48

(c) For those business, commercial or industrial accounts required hereby to utilize a commercial container, the following rate schedule shall apply.

Volume of Container (Cubic yards)	Number of Pickups Per Week					
	1	2	3	4	5	6
2	76.84	139.71	204.75	266.99	330.62	394.24
3	88.80	162.80	236.82	310.83	384.81	458.82
4	100.66	184.64	268.38	353.09	439.91	526.71
6	138.46	252.60	332.01	435.76	539.50	641.88
8	162.83	298.23	396.64	517.37	640.51	768.45

30 Cubic yard will be charged \$213.79 per haul plus \$45.91 per ton for disposal plus \$6.16 per day rental. The daily rental fee will be waived if hauled at least twice per month.

The monthly charge or rate for the collection and removal of garbage, trash and rubbish, and recyclables by the City of Weslaco from school districts shall be based on the business, commercial and industrial rates as prescribed.

SECTION 2. Except as heretofore and herein amended, the remaining provisions of Section 12 of Ordinance No. 397 shall apply with full force and effect.

SECTION 3. 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 5th day of November 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: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2877	
From:			
Subject: Discussion and consideration to approve the FY 2019-2020 Proposed Street Improvement Projects and authorize the Mayor to execute any related documents. Possible action. (There was no action on September 17, 2019; staffed by Public Works 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):			
Olga Garza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve project list.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: PROPOSED STREET IMPROVEMENT PROJECTS LISTING FOR FY 19.20			
Responsibilities upon Approval:			

CITY OF WESLACO
PUBLIC WORKS DEPARTMENT
 PROPOSED STREET IMPROVEMENT PROJECTS LISTING FOR FY 2019/2020

Estimated Re-Construction/Overlay Cost

	Street	From	To	Type of Repair	Linear Miles	Sq. Ft.	Hot Mix (Tons)	Cost \$63.78	Caliche (Tons)	Cost \$13.00	MC30 Oil (Gal)	Cost \$5.25	Total Cost
1	Texas Blvd. (Alleyways)	E. 2nd St.	E. 6th St.	Reconstruction	0.30	22,120	307	\$ 19,580.46	311	\$ 4,043.00	332	\$ 1,743.00	\$ 25,366.46
2	Texas Blvd. (Alleyways)*	W. 2nd St.	W. 6th St.	Reconstruction	0.26	19,320	207	\$ 13,202.46	209	\$ 2,717.00	224	\$ 1,176.00	\$ 17,095.46
3	Los Torritos St.	Texas Blvd.	Illinois Ave.	Reconstruction	0.12	21,350	297	\$ 18,942.66	599	\$ 7,787.00	214	\$ 1,123.50	\$ 27,853.16
4	Pike Blvd.	Airport Dr.	Old Chamber Building	Reconstruction	0.05	10,140	141	\$ 8,992.98	284	\$ 3,692.00	101	\$ 530.25	\$ 13,215.23
5	2nd Street	Airport Dr.	Padre Ave.	Overlay	0.18	36,100	501	\$ 31,953.78	0	\$ -	361	\$ 1,895.25	\$ 33,849.03
6	2nd Street	Padre Ave.	Paseo Del Norte	Overlay	0.31	25,900	360	\$ 22,960.80	0	\$ -	259	\$ 1,359.75	\$ 24,320.55
7	Iowa Ave.	8th St.	City Cemetery	Overlay	0.12	17,640	245	\$ 15,626.10	0	\$ -	176	\$ 924.00	\$ 16,550.10
8	Huisache Ave.	Illinois Ave.	Iowa Ave.	Overlay	0.07	4,900	68	\$ 4,337.04	0	\$ -	49	\$ 257.25	\$ 4,594.29
9	Louisiana Ave.	6th St.	7th St.	Reconstruction	0.12	17,220	239	\$ 15,243.42	483	\$ 6,279.00	172	\$ 903.00	\$ 22,425.42
10	Republic St.	Pike Blvd.	Frontage Rd.	Overlay	0.18	35,335	491	\$ 31,315.98	0	\$ -	353	\$ 1,853.25	\$ 33,169.23
11	Frost Proof Dr.	Texas Blvd.	Oklahoma Ave.	Reconstruction	0.24	35,980	500	\$ 31,890.00	1009	\$ 13,117.00	360	\$ 1,890.00	\$ 46,897.00
12	Clifton St.	Padre Ave.	Nevada Ave.	Reconstruction	0.05	7,560	105	\$ 6,696.90	212	\$ 2,756.00	76	\$ 399.00	\$ 9,851.90
13	Meadow Wood Dr.	Spicewood	Woodland	Overlay	0.11	16,800	233	\$ 14,860.74	0	\$ -	168	\$ 882.00	\$ 15,742.74
14	Tanglewood Dr.	Spicewood	Woodland	Overlay	0.11	22,800	317	\$ 20,218.26	0	\$ -	228	\$ 1,197.00	\$ 21,415.26
15	Vo-Tech	Sugarcane Dr.	Sugar Sweet	Reconstruction	0.24	48,450	673	\$ 42,923.94	906	\$ 11,778.00	485	\$ 2,546.25	\$ 57,248.19
18	Vo-Tech	Joe Stephens Ave.	Pike Blvd.	Reconstruction	0.48	95,950	1333	\$ 85,018.74	2692	\$ 34,996.00	960	\$ 5,040.00	\$ 125,054.74
19	Joe Stephens Ave.	Sugarcane Dr.	Vo-Tech Dr.	Overlay	0.88	176,206	2447	\$ 156,069.66	0	\$ -	1762	\$ 9,250.50	\$ 165,320.16
20	Tierra Santa St.**	Texas Blvd.	Tierra Santa Gate Entrance	Reconstruction	0.03	9,632	134	\$ 8,546.52	0	\$ -	96	\$ 504.00	\$ 9,050.52
21	Mile 2 1/2 West***	Frontage Rd.	Railroad Tracks	Reconstruction	0.26	29,920	416	\$ 26,532.48	420	\$ 5,460.00	449	\$ 2,357.25	\$ 34,349.73
TOTALS:					4.11	653,323	9,014	\$ 574,912.92	7,125	\$ 92,625.00	6,825	\$ 35,831.25	\$ 703,369.17

GRAND TOTAL: \$ 703,369.17

*Texas Blvd. (Alleyway) from W. 4th St. to W. 5th St. funded by EDC

**Tierra Santa St.: Cost for reconstruction of two sections of street

***Mile 2 1/2 West is 50% owned by City of Mercedes



Standardized Agenda Request Form

Date of Meeting: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2836	
From: Rebekah De La Fuente			
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. (This item was tabled October 1, 2019 and no action October 15, 2019; staffed by Engineering Department.)			
Background: The proposed bid is for the installation of eighty-four (84) flap gates throughout the City. The bid was opened on October 1st and it was requested that the Drainage Advisory Board first review the bid. The company Red Valve will conduct installation training for staff, a walk through assessment of all the sites and will oversee the installation of some of the valves.			
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: This item was tabled on October 1, 2019 and no action taken on October 15, 2019.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Drainage Advisory Board recommend to award the bid at the regular meeting of October 29, 2019.			
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Recommend award and have staff do installation of flap gates.			
Staff Recommendation: Staff recommends acceptance.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2874	
From: Rebekah De La Fuente			
Subject: Discussion and consideration to approved Ordinance 2019-46 amending Ordinance 1989-06, The City of Weslaco Off-Street Parking and Loading Spaces Ordinance- Dance Halls/Event Centers; and authorize the Mayor to execute any related documents. First Reading of Ordinance 2019-46. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The ordinance currently in place requires off-street parking for dance halls/event centers at a rate of three (3) parking stalls for every 100 sq ft of floor area. The proposed amendment will reduce the required spaces to one (1) parking space of every 100 sq ft of floor area.			
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):			
Rebekah De La Fuente		Created/Initiated	
Rebekah De La Fuente		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Dance Hall Parking Requirement- Comparsion, O2019-46 Off-Street parking-Dance Hall			
Responsibilities upon Approval: Staff will enforce the ordinance.			

Off- Street Parking Requirements

Dance Halls and Event Centers

Municipality	Parking Requirement
La Feria	One (1) Space for each one hundred (100) square feet used for assembly or dancing
Alamo	One (1) Space for each one hundred (100) square feet of floor area or one (1) parking space for every 3 seats, whichever is greater
McAllen	One (1) Space for each one hundred (100) square feet of floor area used therefor.
Pharr	One (1) Space for each one hundred (100) square feet of floor area or one space for each two seats in assembly
Harlingen	One (1) Space for each one hundred (100) square feet of floor area or one (1) parking space for every 2 seats, whichever is greater

Weslaco Ordinance

Existing	Three (3) parkins spaced for each 100 square feet in floor area thereof
Proposed	One parking spaces for each 100 square feet of floor area or one for each two seats provided, whichever is greater

ORDINANCE 2019-46

AN ORDINANCE AMENDING ORDINANCE NUMBER 1989-06, THE CITY OF WESLACO OFF-STREET PARKING AND LOADING SPACES ORDINANCE; CODIFIED AS CHAPTER 134, ARTICLE VI, 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 Number 1989-06 passed and approved on February 7, 1989 as "Off-Street Parking Ordinance" and Codified as Chapter 134 Article VI, of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the amended Off-Street Parking ordinance will be adopted and codified as Chapter 134 Article VI of the Weslaco Code of Ordinances and said Chapter shall read as follows:

CHAPTER 134 ARTICLE VI - OFF-STREET PARKING ORDINANCE

Section. 134-286- Parking Requirements Based on Use.

(7) Dance hall, assembly, community center or exhibition hall without fixed seats: One parking space for each 100 square feet of floor area or one for each two seats provided, whichever is greater.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of November 5, 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: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2876	
From:			
Subject: Discussion and consideration to approve Resolution 2019-74 to allocate votes in the election for the 2020-2021 Board of Directors of the Hidalgo County Appraisal District pursuant to §6.03(e) of the Texas Property Tax Code and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Managers Office.)			
Background: Allocate as much as the 70 allotted votes for the 2020-2021 Appraisal District Board of Directors.			
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 September 3, 2019 approved Resolution 2019-65 that nominated Joe Olivarez as a candidate for Director of the Hidalgo County Appraisal District.			
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 to allocate votes to Joe Olivarez.			
Staff Recommendation: Approve.			
Attachments, if any: 2020-2021 Official Ballot-City of Weslaco, R2019-74 Appraisal District BOD votes 2020-21 election			
Responsibilities upon Approval: Execute, retain and notify Hidalgo County Appraisal District of Commission action.			

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

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



www.hidalgoad.org

BOARD OF DIRECTORS

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

October 16, 2019

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

Re: Election Ballot 2020-2021 Appraisal District Board of Directors

Dear Honorable Mayor:

As prescribed by Section 6.03 of the Texas Property Tax Code enclosed you will find the "Official Ballot" with the candidate's names and the number of votes that you are authorized to cast in the election for Board of Directors for the Hidalgo County Appraisal District. In addition, for your review, I have provided a condensed biography of each candidate that provided such, and a list of the total vote distribution for all entities.

There are five Board of Directors, who are elected by the taxing units that participate in the District, which governs Hidalgo County Appraisal District. In addition to the five elected Board of Directors, the County Tax Assessor-Collector, Mr. Pablo "Paul" Villarreal Jr. serves on the Board as a non-voting Director.

The governing body of a taxing unit may cast all its votes for one candidate or distribute them among any number of candidates. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser before **DECEMBER 16, 2019**. A voting unit can only cast its votes for candidates named on the ballot. There is no provision for write-in candidates. The Chief Appraiser will not count votes cast for someone not listed on the official ballot.

The Chief Appraiser will count all the votes timely submitted and declare the five candidates who received the largest cumulative vote totals elected, and submit the results before **DECEMBER 31, 2019** to the governing body of each taxing unit in the district and to the candidates.

If you should have any questions, or I can provide additional information, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza, RPA
Chief Appraiser

RG: je

Enclosures

**2020-2021
VOTING ENTITLEMENT
HCAD BOARD OF DIRECTORS**

	2018	2018	2018		2020-2021	2020-2021
	Tax Levied	Total Levy	Percent	Votes	Directorships	Official Votes
Entity						
Hidalgo County	\$ 203,193,192	\$ 850,866,492	23.881%	239	5	1195
Cities						
Alamo	\$ 3,622,302	\$ 850,866,492	0.426%	4	5	20
Alton	\$ 1,885,942	\$ 850,866,492	0.222%	2	5	10
Donna	\$ 4,960,553	\$ 850,866,492	0.583%	6	5	30
Edcouch	\$ 572,171	\$ 850,866,492	0.067%	1	5	5
Edinburg	\$ 29,606,027	\$ 850,866,492	3.480%	35	5	175
Elsa	\$ 1,560,207	\$ 850,866,492	0.183%	2	5	10
Granjeno	\$ 19,960	\$ 850,866,492	0.002%	1	5	5
Hidalgo	\$ 2,162,192	\$ 850,866,492	0.254%	3	5	15
La Joya	\$ 862,428	\$ 850,866,492	0.101%	1	5	5
La Villa	\$ 487,614	\$ 850,866,492	0.057%	1	5	5
McAllen	\$ 45,726,885	\$ 850,866,492	5.374%	54	5	270
Mercedes	\$ 4,457,348	\$ 850,866,492	0.524%	5	5	25
Mission	\$ 20,411,954	\$ 850,866,492	2.399%	24	5	120
Palmview	\$ 2,302,781	\$ 850,866,492	0.271%	3	5	15
Penitas	\$ 1,315,925	\$ 850,866,492	0.155%	2	5	10
Progreso	\$ 737,636	\$ 850,866,492	0.087%	1	5	5
Pharr	\$ 19,278,101	\$ 850,866,492	2.266%	23	5	115
San Juan	\$ 7,286,364	\$ 850,866,492	0.856%	9	5	45
Sullivan City	\$ 503,925	\$ 850,866,492	0.059%	1	5	5
Weslaco	\$ 11,882,540	\$ 850,866,492	1.397%	14	5	70
Schools						
Donna	\$ 17,946,700	\$ 850,866,492	2.109%	21	5	105
Edcouch-Elsa	\$ 4,473,700	\$ 850,866,492	0.526%	5	5	25
Edinburg	\$ 80,697,816	\$ 850,866,492	9.484%	95	5	475
Hidalgo	\$ 7,646,793	\$ 850,866,492	0.899%	9	5	45
La Joya	\$ 32,996,007	\$ 850,866,492	3.878%	39	5	195
La Villa	\$ 1,507,530	\$ 850,866,492	0.177%	2	5	10
Lyford	\$ 127,050	\$ 850,866,492	0.015%	1	5	5
McAllen	\$ 83,161,525	\$ 850,866,492	9.774%	98	5	490
Mercedes	\$ 7,476,700	\$ 850,866,492	0.879%	9	5	45
Mission	\$ 27,205,632	\$ 850,866,492	3.197%	32	5	160
Monte Alto	\$ 1,602,155	\$ 850,866,492	0.188%	2	5	10
PSJA	\$ 61,817,366	\$ 850,866,492	7.265%	73	5	365
Progreso	\$ 2,392,794	\$ 850,866,492	0.281%	3	5	15
Sharyland	\$ 43,634,593	\$ 850,866,492	5.128%	51	5	255
So Tx College	\$ 63,236,679	\$ 850,866,492	7.432%	74	5	370
South Texas ISD	\$ 18,054,952	\$ 850,866,492	2.122%	21	5	105
Valley View	\$ 7,775,818	\$ 850,866,492	0.914%	9	5	45
Weslaco	\$ 26,276,635	\$ 850,866,492	3.088%	31	5	155
Grand Total	\$ 850,866,492		100.000%	1006		5030

HIDALGO COUNTY APPRAISAL DISTRICT

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BOARD OF DIRECTORS

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Amador Requenez Secretary
Albert D. Cardenas Member
Pete Garcia Member
Pablo "Paul" Villarreal, Jr. Member

www.hidalgoad.org

Hidalgo County Appraisal District
4405 S. Professional Drive
PO Box 208
Edinburg, TX 78540-0208

"OFFICIAL BALLOT"

Election of 2020-2021
Appraisal District Board of Directors

Entity: City of Weslaco	Authorized Votes: 70
Nominee	# Of Votes
Albert Cardenas	
Alejandro Cantu	
Amador Requenez	
Col Roberto Perez	
David Hernandez	
Eddie Betancourt	
Henry Howell	
Joe Olivarez	
Mario Flores	
Monte Churchill	
Orlando Lozano	
Pete Garcia	
Reynaldo Perez	
Richard A. Garza	
Shavi Mahtani	

Date Resolution Passed
(Attach Resolution)

Authorized Representative

cc: Finance Director of each entity

Alejandro Cantu

No Bio or Photo Provided

**Albert Cardenas
McAllen**



Current Board member of McAllen Public Utility Board

Current member Boys & Girls Club

Vice-President Easton Construction, dealing mainly with commercial projects with offices in McAllen and San Antonio

Served 6 years on the McAllen Planning & Zoning Board

Board Member Hidalgo County Appraisal District Board of Directors 2014-Current

Henry Howell

No Bio or Photo Provided

Pete Garcia
San Juan



San Juan EDC Boar, 2015 Member

Region ESL Member

Head Start Advisory Member 2013-2015

San Juan Housing Authority Member 2015

PSJA School Board Member 2004-2013

Hidalgo County Appraisal District Board of Directors Board Member 2009-2013

Joe Olivarez

No Bio or Photo Provided

Mario Flores

No Bio or Photo Provided

Richard A. Garza
Edinburg



Hidalgo County Appraisal District is responsible for appraising all real and business personal property within Hidalgo County. The district appraises property according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal practices (USPAP).

Lifelong Resident of Rio Grande Valley

Received Real Estate License at age 18

BBA in Finance, Pan American University

Married to Sylvia Sanchez Garza for 17 years with four sons

Real Estate Broker, BIC Realty for over 35 years

President of BIC Investment, GR Land Co., GarCo Ltd., BIC Development Co., Gold Star Holdings, Ice House Ranches, GR Inverciones & Anacahuillas Investment Co.

Chairman of Cuartitos.com, a cargo shipping container leasing co.

Longtime member of McAllen Board of Realtors & Edinburg Board of Realtors

Texas Association of Realtors since 1977

Past Zoning Commissioner McAllen Planning & Zoning Board

Past Vice-President of Finance Discovery Montessori School Board

Plazas Del Lago HOA Finance Director

Chairman, Hidalgo County Appraisal District Board of Directors 1991 to Present

Boy Scouts of America – Troup Leader

Current Director, Texas Land Developers Association

Member of Santa Gertrudis Breeders International

Previous Member Edinburg Hospital Authority Board of Directors

Member of Las Villas at South Padre Island Board of Directors

Member of Holy Spirit Catholic Church

Previous Director of Edinburg Chamber of Commerce Board of Directors

Current Member of Edinburg Chamber of Commerce

Current Member of McAllen Chamber of Commerce

Current Member of McAllen Hispanic Chamber of Commerce

**David Hernandez
Weslaco**



President/Owner & Operator of Holiday Wine & Liquors

Partner/Owner Pop-A-Top, Harlingen

Partner The Good Ice Company Weslaco

Owner of Hernandez Farms, OCT Distributing

Vice-Chairman, Hidalgo County Appraisal Board of Directors 2006 to Present

Served 6 years as Director Weslaco Economic Corporation

Served 7 years as Director Weslaco Economic Corporation

Served 25 years and continue to serve on Weslaco Planning & Zoning Commission

Currently Chairman on Weslaco Planning Weslaco Planning & Zoning Commission

Former Weslaco ISD Board Member

Former McAllen Boys & Girls Club Member

Former Palm Valley Animal Shelter Board Member

Board Member McAllen Chamber of Commerce

Member Hispanic Chamber of Commerce

Member Weslaco Chamber of Commerce

Member Rio Grande Valley Partnership

Monte Churchill

Worked for Mercedes ISD from 1964-1997

The last 17 years served as Superintendent

Retired and began as an Administrator for South Texas Community College

Retired from STC January 1, 2013

In 2004 was elected to the Mercedes Board of Education and served until 2012

He has been married to Kathryn Blake for 53 years. Has one son, Edward who is presently the Superintendent of Crystal City ISD.

Orlando Lozano

No Bio or Photo Provided

Reynaldo Perez

No Bio or Photo Provided

**Amador Requenez
Mission**



Owner & operator of Valley Welding Steel & Steel Fabrication in Mission since 1970
Owner & Operator of Valley Crane Service since 1970
Member of the (AGC) Associated General Contractors of America for 43 years
Member of Mission Chamber of Commerce for 20 and Director for 4 years
Member of Mission Rotary for 20 years
Served on Board of Hidalgo County Water District #6
Served on the Hidalgo PIC (Private Industry Council)
Served on Hidalgo County Appraisal District Board of Directors from 1992 to 2009
Current Secretary Hidalgo County Appraisal District Board of Directors 2012 to Present

Shavi Mahtani



President and Founder of Domain Development Corp.

Has over 20 years of experience in developing commercial and residential real estate including Shopping Centers, Single-Family Subdivisions, Multi-Family Subdivisions as well as various other creative land development projects.

Mr. Mahtani has amassed over 15 shopping centers and 13 Subdivisions as well as 5 new real estate projects, which are currently under construction.

His company Domain Development specializes in developing higher-end type of properties all in the Hidalgo County region.

He enjoys being a part of the progression and growth of his community and looks forward to a bright future for the RGV.

Eddie Betancourt

EDUCATION: University Of Texas Pan American
B.B.A., 1994
Major (Marketing & International Business)

Professional Overview

Large Scale Construction Projects
Real Estate License Holder (since 1994)
Realty and Construction management
Retail Management Experience
Automotive (Tire Wheel & Accessories) experience
Currently own and operate multiple business Real Estate ventures

BUSINESS EXPERIENCE:

Aug 1984 to Present

R & B General Construction Co, Inc.
McAllen TX. (President)
Administer construction budgets and supervise a staff of 60 full-time employees. Plan & design industrial warehouses and commercial ventures. Asist in the development of industrial facilities in various industrial parks. Coordinate construction of residential homes and renovations of commercial projects. Work closely with city municipalities, engineers, architects. Often present viable projects to city and county entities, and city officials to obtain necessary variances and permits for various private projects to meet city ordinances and overall building codes. Development and Management of multi-million dollar investment projects, specializing in the Cold Storage warehouse industry.

Oct 2015 to Present National Tire and Wheel, LLC

Co-owner and President.
Purchased existing business on 10/22/2015.
Current sales have exceeded historical sales.

Feb 2012 to Present

E2H Investments, LLC
General Retail Partner Manager.
Manage a Rent To Own Business.
Account Management
Sales
Marketing

Sep 2004 – March 2010

EZ Rim & Tire

Oversaw General Management of Rent To Own Wheel and tires

Managed Budget and advertising campaigns

Start up business that was profitable in 6 months.

Established business from startup to 750,000 in sales within 16 months.

January 1992 –to 1998

Century Forwarding Agency, Inc

Hidalgo, Texas (Vice-President)

Manage export operation of the Agency specializing in exporting general goods for various Mexican and American corporations as well as managing Just In-Time inventories for various fortune 500 companies. Successfully implemented all logistics for Wal-Mart Mexico and Wal-Mart USA specializing in their produce sector through various U.S and Mexican custom brokers with strict adherence to the NAFTA rules and regulations.

Aug 1987 to 1992

Technics Construction of Texas Inc.

McAllen, TX.

Vice-President Administered construction budgets and supervised a staff of 30 full-time employees. Designed and Build warehouse storage facilities. Assisted in the Development of Industrial facilities. Coordinated all aspects of construction for residential homes and renovations of commercial projects.

COMMUNITY SERVICES:

- **Appointed Member to Hidalgo County Appraisal Review Board 2007 - 2012**
Positions Held on Board
 - ❖ Member
 - ❖ Secretary
 - ❖ Chairman

PROFESSIONAL DEVELOPMENT:

University of Texas Pan-American

School of Business Continuing Education

Real Estate, Appraisals, Marketing, Real Estate principles, Law and Contracts

Mathematics, and Finance.

State Licensed in Real Estate # 0440351(1994)

Fluent in Reading and Writing Spanish

EXTRA CURRICULAR ACTIVITIES:

- ENACTUS Advisory Board (Student In Free Enterprise early 90's Alumni)
- Chairman entrepreneurship workshops,
- Small business development conference Invitee speaker
- Active supporter of Higher Education
- Golfing Activities, Fishing,
- Active in Daughter's School Programs (Outreach)
- Enjoy Family Trips

RESOLUTION NO. 2019-74

STATE OF TEXAS § RESOLUTION CASTING VOTES BY THE CITY OF
COUNTY OF HIDALGO § WESLACO FOR A CANDIDATE TO HIDALGO
CITY OF WESLACO § COUNTY APPRAISAL DISTRICT BOARD OF
DIRECTORS 2020-2021

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 votes to the said Board of Directors should be submitted in Resolution form to the Chief Appraiser by December 15, 2017 and

WHEREAS, the City wishes to cast all its 70 assigned votes to _____ as candidate on the ballot for Director of the Hidalgo County Appraisal District 2020-2021.

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 cast its ____ assigned votes to _____ 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 5th day, November 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: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2875	
From:			
Subject: Discussion and consideration on the purchase of Capital Outlay equipment approved for FY 2019-2020 as follows: 1. Compact Van (1) - Bldg. Maint. not to exceed \$22,250.00 through Gunn Chevrolet TXMAS SMARTBUY CONTRACT 2. Truck 3/4 ton (1) - Streets Dept not to exceed \$31,800.00 through Caldwell Country Chev. Buyboard Contract vendor 521-16 3. Truck 3/4 ton (1) - Parks Dept not to exceed \$32,000.00 through Caldwell Country Chev. Buyboard Contract vendor 521-16 4. Utility Tractor 5065E (1) - Parks Dept. not to exceed \$43,800.00 through Buyboard Contract #529-17 vendor Deere & Company 5. Mower Flex Wing FM2120R (1) - Parks Dept. not to exceed \$26,500.00 through Buyboard Contract #529-17 vendor Deere & Company 6. Tractor Z970R Mower (1) - Parks Dept. not to exceed \$14,400.00 through Buyboard Contract #529-17 vendor Deere & Company; and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: Approved in FY 2020 budget.			
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):			
Homer Rhodes Vidal Roman Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Approve as presented.			
Attachments, if any: CALDWELL SB TRUCK \$31,735.00, CALDWELL LB TRUCK \$31,928.00, JD UTILITY			

TRACTOR \$43,735.43, JD GROOMING MOWER \$26,492.84, JD ZTRACK MOWER \$14,372.37, GUNN CARGO VAN \$22,245.26

Responsibilities upon Approval:
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Purchase requisitions will be initiated.
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QUOTE# 001-SWB

CONTRACT PRICING WORKSHEET

End User: CITY OF WESLACO	Contractor: CALDWELL COUNTRY
Contact Name: HOMER RHODES	CALDWELL COUNTRY
Email: HRHODES@WESLACOTX.GOV	Prepared By: Averyt Knapp
Phone #: 956-447-2240	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: WESLACO, TX	Fax #: 979-567-4376
Date Prepared: OCTOBER 29, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET 2500HD SILVERADO 4X4 CREW CAB SWB CK20743	

A Base Price & Options:	\$31,335
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B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-CREW CAB, 10,450#GVWR, 6.6L-V8 GAS, 6-SPD AUTOMATIC, 3.73 LOCKING REAR AXLE DIFFERENTIAL, 40-20- 40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER MIRRORS, KEYLESS ENTRY, 6.5' BED, REAR STEP BUMPER, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE, OEM INTEGRATED TRAILER BRAKE CONTROLLER	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	

Subtotal B	INCL
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C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	
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D Other Price Adjustments (Installation, Delivery, Etc...)		
Subtotal D		INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)		
Quantity Ordered		1
Subtotal E		\$31,335
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD FEE		\$400
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		
		\$31,735
Estimated Delivery Date:		
		120 DAYS APPX

QUOTE# 002-LWB

CONTRACT PRICING WORKSHEET

End User: CITY OF WESLACO	Contractor: CALDWELL COUNTRY
Contact Name: HOMER RHODES	CALDWELL COUNTRY
Email: HRHODES@WESLACOTX.GOV	Prepared By: Averyt Knapp
Phone #: 956-447-2240	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: WESLACO, TX	Fax #: 979-567-4376
Date Prepared: OCTOBER 29, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872

Product Description: 2020 CHEVROLET 2500HD SILVERADO 4X4 CREW CAB SWB CK20943

A Base Price & Options: \$31,525

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-CREW CAB, 10,450#GVWR, 6.6L-V8 GAS, 6-SPD AUTOMATIC, 3.73 LOCKING REAR AXLE DIFFERENTIAL, 40-20- 40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER MIRRORS, KEYLESS ENTRY, 8' BED, REAR STEP BUMPER, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE, OEM INTEGRATED TRAILER BRAKE CONTROLLER	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	

Subtotal B INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc...)		
Subtotal D		INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)		
Quantity Ordered		1
Subtotal E		\$31,525
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD FEE		\$400
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		
		\$31,925
Estimated Delivery Date:		
		120 DAYS APPX

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

☐ Shipping address

☐ Billing address

Vendor: John Deere Company

☐ 2000 John Deere Run Cary,
NC 27513

☐ Contract name and/or number

☐ Signature

☐ Tax exempt certificate, if applicable

R.d. Machen

Ag-Pro Texas, LLC
2000 E Expressway 83
Weslaco, TX 78596

Tel: 956-968-7502

Fax: 956-968-4173

Email: rmachen@agproco.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro Texas, LLC
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
WWeslacoGM@agproco.com

Quote Summary

Prepared For:

City Of Weslaco
TX

Delivering Dealer:

Ag-Pro Texas, LLC
R.d. Machen
2000 E Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rmachen@agproco.com

All Used Equipment is Sold As Is, No Warranty.

Quote ID: 20672351
Created On: 22 October 2019
Last Modified On: 22 October 2019
Expiration Date: 21 November 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5065E Utility Tractor	\$ 49,764.20	\$ 43,735.43 X	1 =	\$ 43,735.43
Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 529-17 (PG 67 CG 70)				
Price Effective Date: October 22, 2019				
Equipment Total				\$ 43,735.43

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 43,735.43
Trade In	
SubTotal	\$ 43,735.43
Est. Service Agreement Tax	\$ 0.00
Total	\$ 43,735.43
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 43,735.43

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 20672351 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro Texas, LLC
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
WWeslacoGM@agproco.com

JOHN DEERE 5065E Utility Tractor

Hours:

Stock Number:

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation
529-17 (PG 67 CG 70)

Price Effective Date: October 22, 2019

Suggested List *

\$ 49,764.20

Selling Price *

\$ 43,735.43

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1746LV	5065E Utility Tractor	1	\$ 26,314.00	13.00	\$ 3,420.82	\$ 22,893.18	\$ 22,893.18
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	1	\$ 2,773.00	13.00	\$ 360.49	\$ 2,412.51	\$ 2,412.51
1725	Loader Prep Package	1	\$ 1,454.00	13.00	\$ 189.02	\$ 1,264.98	\$ 1,264.98
2050	Standard Cab	1	\$ 7,751.00	13.00	\$ 1,007.63	\$ 6,743.37	\$ 6,743.37
3420	Dual Mid Valves with Joystick Control	1	\$ 1,203.00	13.00	\$ 156.39	\$ 1,046.61	\$ 1,046.61
5113	21.5L-16.1 In. 6PR R3 Bias	1	\$ -639.00	13.00	\$ -83.07	\$ -555.93	\$ -555.93
6040	Mechanical Front Wheel Drive (MFWD)	1	\$ 5,482.00	13.00	\$ 712.66	\$ 4,769.34	\$ 4,769.34
6171	9.5-16 In. 6PR R3 Bias	1	\$ 407.00	13.00	\$ 52.91	\$ 354.09	\$ 354.09
Standard Options Total			\$ 18,431.00		\$ 2,396.03	\$ 16,034.97	\$ 16,034.97
Dealer Attachments/Non-Contract/Open Market							
LVB25728	Backup alarm kit	1	\$ 176.00	13.00	\$ 22.88	\$ 153.12	\$ 153.12
BLV10120	Beacon light kit	1	\$ 244.20	13.00	\$ 31.75	\$ 212.45	\$ 212.45
AL80126	Rear Mirror Mechanical	1	\$ 188.10	13.00	\$ 24.45	\$ 163.65	\$ 163.65
AL80127	Rear Mirror Mechanical	1	\$ 188.10	13.00	\$ 24.45	\$ 163.65	\$ 163.65
BSJ10002	Second Rear SCV	1	\$ 833.80	13.00	\$ 108.39	\$ 725.41	\$ 725.41
001	Non-Contract Rear Hydro Valve Kit	1	\$ 1,495.00	0.00	\$ 0.00	\$ 1,495.00	\$ 1,495.00
002	Non-Contract Cab Radio Kit	1	\$ 599.00	0.00	\$ 0.00	\$ 599.00	\$ 599.00
003	Non-Contract Cab Kit	1	\$ 1,295.00	0.00	\$ 0.00	\$ 1,295.00	\$ 1,295.00



JOHN DEERE



Selling Equipment

Quote Id: 20672351 Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Ag-Pro Texas, LLC
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
WWeslacoGM@agproco.com

Dealer Attachments Total	\$ 5,019.20	\$ 211.93	\$ 4,807.28	\$ 4,807.28
Value Added Services	\$ 0.00		\$ 0.00	\$ 0.00
Total				
Total Selling Price	\$ 49,764.20	\$ 6,028.78	\$ 43,735.42	\$ 43,735.43

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

- ☐ Shipping address
- ☐ Billing address
- ☐ Vendor: John Deere Company
2000 John Deere Run Cary,
NC 27513
- ☐ Contract name and/or number
- ☐ Signature
- ☐ Tax exempt certificate, if applicable

R.d. Machen

Ag-Pro Texas, LLC
2000 E Expressway 83
Weslaco, TX 78596

Tel: 956-968-7502
Fax: 956-968-4173
Email: rmachen@agproco.com



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro Texas, LLC
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
WWeslacoGM@agproco.com

Quote Summary

Prepared For:

City Of Weslaco
TX

Delivering Dealer:

Ag-Pro Texas, LLC
R.d. Machen
2000 E Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rmachen@agproco.com

All Used Equipment is Sold As Is, No Warranty.

Quote ID: 20672788
Created On: 22 October 2019
Last Modified On: 22 October 2019
Expiration Date: 21 November 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
Frontier FM2120R Flex-Wing Grooming Mower with Pneumatic Tires	\$ 31,425.00	\$ 26,492.84 X	1 =	\$ 26,492.84
Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 529-17 (PG 67 CG 70)				
Price Effective Date: October 22, 2019				

Equipment Total **\$ 26,492.84**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 26,492.84
Trade In	
SubTotal	\$ 26,492.84
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 26,492.84
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 26,492.84

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 20672788

Customer Name:
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro Texas, LLC
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
WWeslacoGM@agproco.com

Frontier FM2120R Flex-Wing Grooming Mower with Pneumatic Tires

Hours:
Suggested List *
Stock Number:
\$ 31,425.00

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation
529-17 (PG 67 CG 70)

Selling Price *
\$ 26,492.84
Price Effective Date: October 22, 2019

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0444XF	FM2120R Flex-Wing Grooming Mower with Pneumatic Tires	1	\$ 30,263.00	16.00	\$ 4,842.08	\$ 25,420.92	\$ 25,420.92
Standard Options - Per Unit							
9610	Hydraulic Unlock System	1	\$ 563.00	16.00	\$ 90.08	\$ 472.92	\$ 472.92
Standard Options Total			\$ 563.00		\$ 90.08	\$ 472.92	\$ 472.92
Dealer Attachments/Non-Contract/Open Market							
001	Non-Contract HD PTO Shields	1	\$ 599.00	0.00	\$ 0.00	\$ 599.00	\$ 599.00
Dealer Attachments Total			\$ 599.00		\$ 0.00	\$ 599.00	\$ 599.00
Total Selling Price			\$ 31,425.00		\$ 4,932.16	\$ 26,492.84	\$ 26,492.84

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

☐ Shipping address

☐ Billing address

Vendor: John Deere Company

☐ 2000 John Deere Run Cary,
NC 27513

☐ Contract name and/or number

☐ Signature

☐ Tax exempt certificate, if applicable

R.d. Machen

Ag-Pro Texas, LLC
2000 E Expressway 83
Weslaco, TX 78596

Tel: 956-968-7502

Fax: 956-968-4173

Email: rmachen@agproco.com



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro Texas, LLC
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
WWeslacoGM@agproco.com

Quote Summary

Prepared For:
City Of Weslaco
TX

Delivering Dealer:
Ag-Pro Texas, LLC
R.d. Machen
2000 E Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rmachen@agproco.com

All Used Equipment is Sold As Is, No Warranty.

Quote ID: 20672285
Created On: 22 October 2019
Last Modified On: 22 October 2019
Expiration Date: 21 November 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z970R ZTrak	\$ 17,901.00	\$ 14,372.37 X	1 =	\$ 14,372.37
Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 529-17 (PG 67 CG 70)				
Price Effective Date: October 22, 2019				
Equipment Total				\$ 14,372.37

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 14,372.37
Trade In	
SubTotal	\$ 14,372.37
Est. Service Agreement Tax	\$ 0.00
Total	\$ 14,372.37
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 14,372.37

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 20672285

Customer Name:
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro Texas, LLC
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
WWeslacoGM@agproco.com

JOHN DEERE Z970R ZTrak

Hours:
Suggested List *
Stock Number:
\$ 17,901.00
Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation
529-17 (PG 67 CG 70)

Selling Price *
\$ 14,372.37
Price Effective Date: October 22, 2019

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2212TC	Z970R ZTrak	1	\$ 15,924.00	21.00	\$ 3,344.04	\$ 12,579.96	\$ 12,579.96
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
1039	24x12N12 Michelin X Tweel Turf for 72 In. Decks	1	\$ 879.00	21.00	\$ 184.59	\$ 694.41	\$ 694.41
1506	72 In. Side Discharge Mower Deck	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 879.00		\$ 184.59	\$ 694.41	\$ 694.41
Dealer Attachments/Non-Contract/Open Market							
001	Non-Contract HD Canopy Kit	1	\$ 799.00	0.00	\$ 0.00	\$ 799.00	\$ 799.00
002	Non-Contract HD Belt Kit	1	\$ 299.00	0.00	\$ 0.00	\$ 299.00	\$ 299.00
Dealer Attachments Total			\$ 1,098.00		\$ 0.00	\$ 1,098.00	\$ 1,098.00
Value Added Services							
Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 17,901.00		\$ 3,528.63	\$ 14,372.37	\$ 14,372.37



GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON
750 NE LOOP 410 5650 S Interstate 35 E
San Antonio, TX 78209 Corinth, TX 76210
Phone: (210) 496-0806 Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 10/30/2019
Buyer's Name Homer Rhodes-1
Co-Buyer's Name _____
Business Name City Of Weslaco
Address 200 S Kansas Ave
City & State Weslaco TX Zip 78596
Home Phone _____ Bus. Phone (956) 447-2240
Cell Phone _____ E-Mail hrhodes@weslacotx.gov
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # _____
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # N94590 Vin # 3N6CM0KN9KK709206
Year 2019 Make Nissan
Model NV200 Model Trim S
Miles 5 Color Fresh Powder
M.S.R.P. \$23,795.00 Discount \$5,433.00 O.S.P. \$18,362.00

Dealer Installed Accessories *

1. <u>Deliverv/Buy Board</u>	<u>400/400</u>	<u>\$800.00</u>
2. <u>BINS PACKAGE</u>		<u>\$3,059.51</u>
3. <u>LADDER RACK</u>		<u>\$0.00</u>
4. _____		
5. _____		
6. _____		
7. <u>Buy Board Contract#521-16</u>		

Selling Price	<u>\$23,112.00</u>
Plus Owed Accessories	<u>\$3,859.51</u>
Selling Price w/ Accessories	<u>\$26,971.51</u>
Trade-In Appraised Value	
Factory Rebate(s), if any	<u>\$4,750.00</u>

Sub-Total	<u>\$22,221.51</u>
State Motor Vehicle Sales Tax	<u>\$0.00</u>
Dealer's Inventory Tax	<u>\$0.00</u>
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	<u>\$23.75</u>
Balance Due on Trade-In	

Documentary Fee _____

Total	<u>\$22,245.26</u>
Deposit Receipt #	
Cash Down Receipt #	<u>\$0.00</u>
Amount to Finance	<u>\$22,245.26</u>

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date _____ Buyer's / Co-Buyer's Signature: _____ Accepted _____

THIS IS NOT AN INVOICE - DO NOT PAY FROM THIS QUOTE

10723 Hillpoint Drive San Antonio TX 78217



Quote: 2802261

Quote Date: 10/30/2019

QUOTE TO: GUNN NISSAN
750 NE LOOP 410

SAN ANTONIO, TX 78209
Ph: (210) 496-0806

SHIP TO: GUNN NISSAN
PATRICIA HINOJOZA
750 NE LOOP 410
SAN ANTONIO, TX 78209

ACCT #:	P.O.#/CUST. ORDER #:	ORDER DATE:	TERMS:	DATE SHIPPED:	VIA:
2800664			Pay Upon Receipt		

Quantity:	Part Number:	Description:	Price:	Total:
1	4968UG	NV200,GRIP-LOCK,STEEL PAR	\$648.00	\$648.00
1	5099	NV200 AD ELEC PKG	\$2,633.99	\$2,633.99
-1	P2NV2S	STEEL PARTITION, NV200	\$467.73	(\$467.73)

COMMENTS:

DANNY M CITY OF WESLACO

VIN:

PRICING ONLY GOOD FOR 30 DAYS FROM DATE OF QUOTE

THIS IS NOT AN INVOICE - DO NOT PAY FROM THIS QUOTE

SUBTOTAL:	\$2,814.26
TAX: 8.2500%	\$0.00
LABOR:	\$245.25
FREIGHT:	\$0.00
TOTAL:	\$3,059.51

Customer Approval:

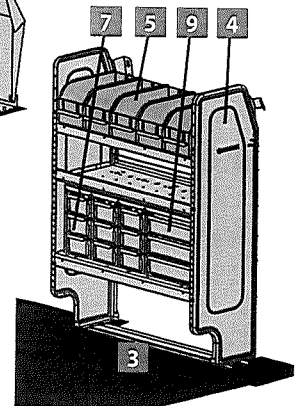
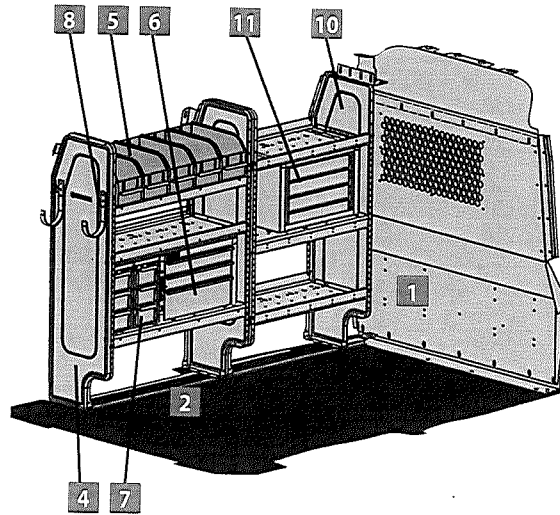
I the undersigned do hereby acknowledge that I am duly authorized to represent the customer/company/organization listed above to engage Commercial Van Interiors to perform the work as represented above. The undersigned further acknowledges that the provided purchase order is valid within their company/organization. If no purchase order was provided, the undersigned consents to the use of the last eight digits of the VIN in place of a purchase order and authorizes the work to be performed.

Representative Signature: _____ Date: _____ (Tax ID #) _____
Representative Name: _____ PO: _____
Title: _____ (Full) VIN: _____

5096

PLUMBING PACKAGE 14" AD SERIES SHELVE NV200 Compact Cargo

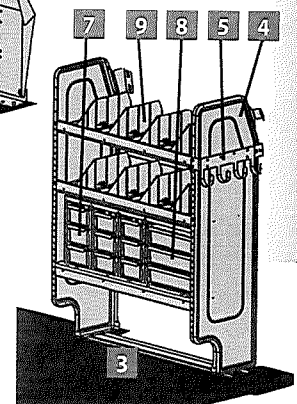
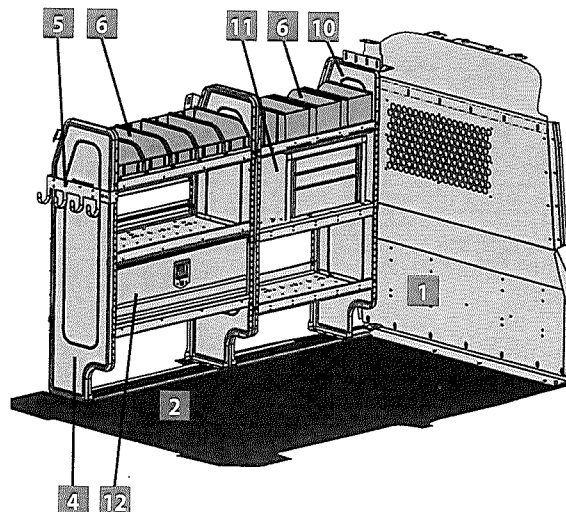
ITEM	MODEL	DESCRIPTION	QTY
1	P2NV2S	Steel Partition, NV200	1
2	RK67NV2-SS	Rail Kit-NV200 streetside	1
3	RKNV2-CS	Rail Kit-NV200 curbside	1
4	AD32FP	ADseries Shelf 32"	2
5	SBIN060614	6" Snap-in Bin	10
6	919	Drawer Unit	1
7	DC6	6" Drawer Component	5
8	UH50	5" Hook	2
9	DC12	12" Drawer Component	1
10	AD28NV2	ADseries Shelf 28"	1
11	9	4 Drawer Shallow	1
12	SRAILAD32	Bin Retention Rail 32"	2
13	BAGSRAIL	Fastener Bag	1



5099

ELECTRICAL PACKAGE 14" AD SERIES SHELVE NV200 Compact Cargo

ITEM	MODEL	DESCRIPTION	QTY
1	P2NV2S	Steel Partition, NV200	1
2	RK67NV2-SS	Rail Kit-NV200 streetside	1
3	RKNV2-CS	Rail Kit-NV200 curbside	1
4	AD32FP	ADseries Shelf 32"	2
5	TA1WAD	Four Hook Bar	2
6	SBIN060614	6" Snap-in Bin	8
7	DC6	6" Drawer Component	3
8	DC12	12" Drawer Component	1
9	DV14C8	Divider kit of 8	1
10	AD28NV2	ADseries Shelf 28"	1
11	919	3 Drawer Combo	1
12	DK532	Door Kit	1
13	SRAILAD32	Bin Retention Rail 32"	1
14	BAGSRAIL	Fastener Bag	1



NV200

NISSAN COMMERCIAL INCENTIVE PROGRAM

NV200 COMPACT CARGO - UPGRADE PACKAGES

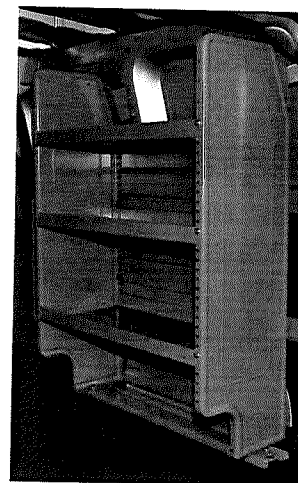
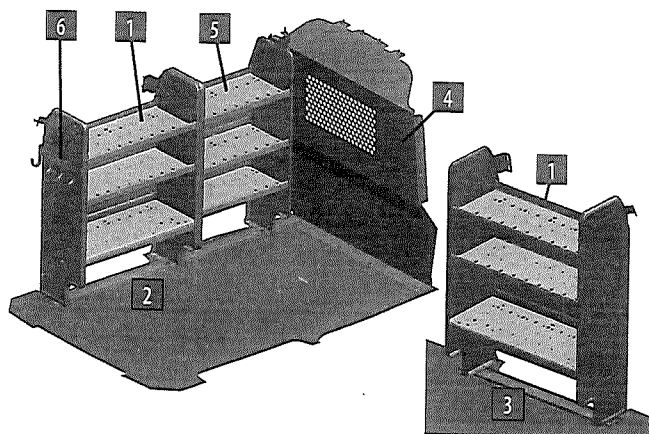
CARGO MANAGEMENT PACKAGE #3

Includes two 32" & one 28" ADseries Shelves
(#4966)

MSRP Value \$1785

Less Nissan Contribution

CUSTOMER RESPONSIBILITY: \$650



ITEM	MODEL	DESCRIPTION	QTY
1	AD32FP	ADseries Shelf 32"	2
2	RK67NV2-SS	Rail Kit-NV200 dbl streetside	1
3	RKNV2-CS	Rail Kit-NV200 curbside	1
4	P2NV2S	Steel Partition, NV200	1
5	AD28NV2	ADseries Shelf 28"	1
6	TA1WAD	Hook Bar	1

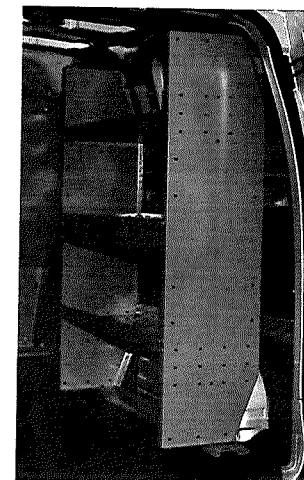
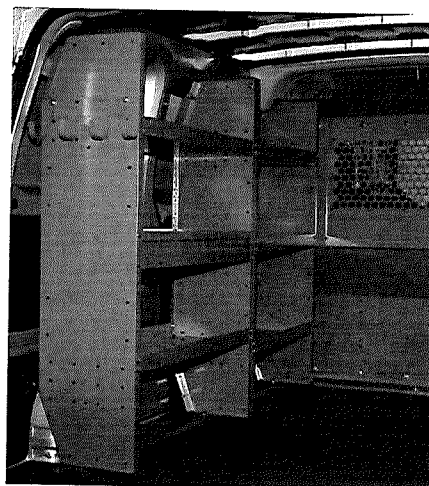
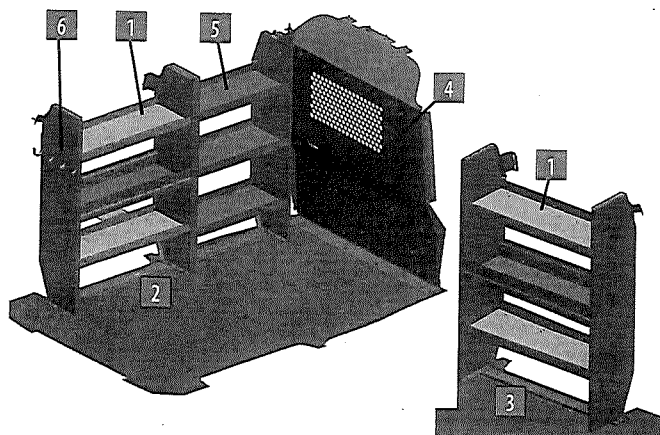
CARGO MANAGEMENT PACKAGE #4

Includes two 32" & one 28" HD Series Shelves
(#4967)

MSRP Value \$1970

Less Nissan Contribution

CUSTOMER RESPONSIBILITY: \$750



ITEM	MODEL	DESCRIPTION	QTY
1	HD-32NV2	HD Shelf 12"x32"	2
2	RK67NV2-SS	Rail Kit-NV200 dbl streetside	1
3	RKNV2-CS	Rail Kit-NV200 curbside	1
4	P2NV2S	Steel Partition, NV200	1
5	HD-28NV2	HD Shelf 12"x28"	1
6	TA1	Hook Bar	1

GRIP LOCK LADDER RACK PACKAGE

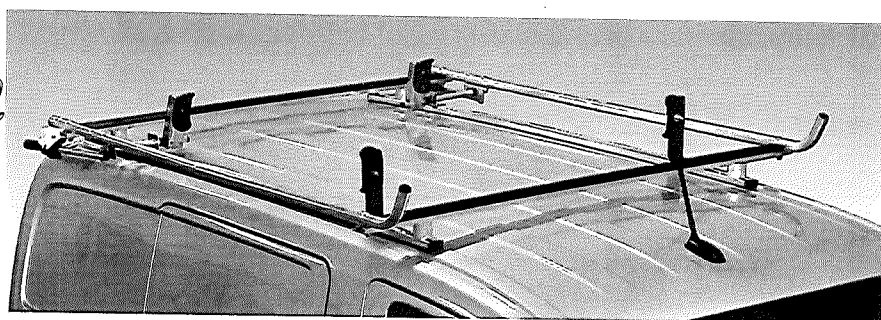
(#4968)

MSRP Value \$1600

Less Nissan Contribution

CUSTOMER RESPONSIBILITY: \$600

ITEM	MODEL	DESCRIPTION	QTY
1	63-NV2	Grip-Lock Rack, NV200	1
2	P2NV2S	Steel Partition, NV200	1



NV200

* Nissan Commercial Incentive Program provided by Nissan North America, Inc. for eligible NV Cargo vans.
* Program available only through Nissan Business Certified Dealers in the United States.

AdrianSteel.com

ADRIAN STEEL

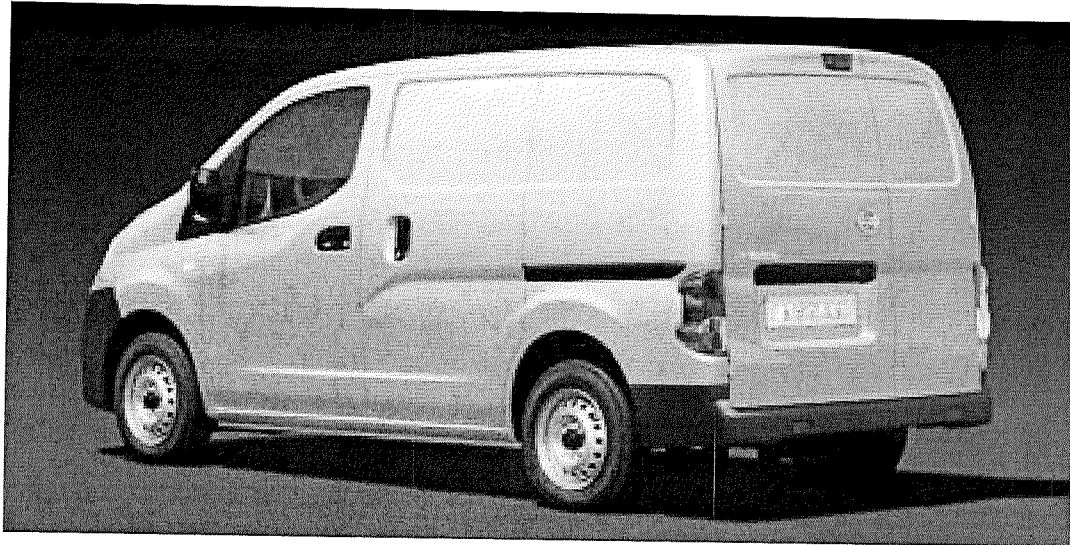
13



Gunn Chevrolet Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

Vehicle: [Retail] 2019 Nissan NV200 Compact Cargo (66119) I4 S (✓ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

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Data Version: 9577. Data Updated: Oct 28, 2019 10:14:00 PM PDT.



Gunn Chevrolet Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

City Of Weslaco

Prepared For: Homer Rhodes 2019 NV200 S

956-447-2240

hrhodes@weslacotx.gov

Vehicle: [Retail] 2019 Nissan NV200 Compact Cargo (66119) I4 S



Gunn Chevrolet Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

Vehicle: [Retail] 2019 Nissan NV200 Compact Cargo (66119) I4 S (☒ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Front Wheel Drive	Trans Order Code	N/A
Trans Type	1	Trans Description Cont.	CVT w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	2.35 - 0.39
Reverse Ratio (:1)	1.75	Clutch Size	N/A
Trans Power Take Off	N/A	Final Drive Axle Ratio (:1)	N/A
Transfer Case Model	None	Transfer Case Gear Ratio (:1), High	N/A
Transfer Case Gear Ratio (:1), Low	N/A	Transfer Case Power Take Off	No

Mileage

EPA Fuel Economy Est - Hwy	26 MPG	Cruising Range - City	348.00 mi
EPA Fuel Economy Est - City	24 MPG	Fuel Economy Est-Combined	25 MPG
Cruising Range - Hwy	377.00 mi		

Engine

Engine Order Code	N/A	Engine Type	Regular Unleaded I-4
Displacement	2.0 L/122	Fuel System	Sequential MPI
SAE Net Horsepower @ RPM	131 @ 5600	SAE Net Torque @ RPM	139 @ 4800
Engine Oil Cooler	None		

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	150

Cooling System

Total Cooling System Capacity	N/A
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Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	7.1	EPA Greenhouse Gas Score	N/A
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Gunn Chevrolet Ltd

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Vehicle: [Retail] 2019 Nissan NV200 Compact Cargo (66119) I4 S (☒ Complete)

Vehicle

Vehicle

Rear Door Type Split Swing-Out

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Gross Axle Wt Rating - Front	2315 lbs	Gross Axle Wt Rating - Rear	2535 lbs
Curb Weight - Front	1997 lbs	Curb Weight - Rear	1274 lbs
Option Weight - Front	0.00 lbs	Option Weight - Rear	0.00 lbs
Reserve Axle Capacity - Front	318.00 lbs	Reserve Axle Capacity - Rear	1261.00 lbs
As Spec'd Curb Weight	3271.00 lbs	As Spec'd Payload	1480.00 lbs
Maximum Payload Capacity	1480.00 lbs	Gross Combined Wt Rating	N/A
Gross Axle Weight Rating	4850.00 lbs	Curb Weight	3271.00 lbs
Reserve Axle Capacity	1579.00 lbs	Total Option Weight	0.00 lbs
Payload Weight Front	0 lbs	Payload Weight Rear	0 lbs
Gross Vehicle Weight Rating	4751.00 lbs		

Trailer

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Maximum Trailing Capacity	N/A		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Strut	Suspension Type - Rear	Leaf
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	Independent	Axle Type - Rear	Non-Independent

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Vehicle: [Retail] 2019 Nissan NV200 Compact Cargo (66119) I4 S (☒ Complete)

Chassis

Suspension

Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	5.41	Axle Ratio (:1) - Rear	5.41
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	N/A	Rear Tire Order Code	N/A
Spare Tire Order Code	N/A	Front Tire Size	P185/60TR15
Rear Tire Size	P185/60TR15	Spare Tire Size	Full-Size
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	15 X 5.5 in	Rear Wheel Size	15 X 5.5 in
Spare Wheel Size	Full-Size in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	36.7 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Front Disc/Rear Drum	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	N/A	Front Brake Rotor Diam x Thickness	11.1 in
Rear Brake Rotor Diam x Thickness	9 in	Drum - Rear (Yes or)	Yes
Rear Drum Diam x Width	9 in		

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Vehicle: [Retail] 2019 Nissan NV200 Compact Cargo (66119) I4 S (☒ Complete)

Chassis

Fuel Tank

Fuel Tank Capacity, Approx	14.5 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	2	Front Head Room	41.7 in
Front Leg Room	42.6 in	Front Shoulder Room	54.1 in
Front Hip Room	51.3 in	Second Head Room	N/A
Second Leg Room	N/A	Second Shoulder Room	N/A
Second Hip Room	N/A		

Exterior Dimensions

Wheelbase	115.2 in	Length, Overall w/rear bumper	N/A
Length, Overall	186.3 in	Width, Max w/o mirrors	68.1 in
Height, Overall	73.7 in	Overhang, Front	N/A
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	21.1 in	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	6.1 in
Ground Clearance, Rear	6.1 in	Body Length	0.00 ft
Rear Door Opening Height	N/A	Rear Door Opening Width	N/A
Side Door Opening Height	N/A	Side Door Opening Width	N/A
Step Up Height - Front	N/A	Step Up Height - Side	N/A
Cab to Body	N/A		

Cargo Area Dimensions

Cargo Area Length @ Floor to Console	N/A	Cargo Area Length @ Floor to Seat 1	82.8 in
Cargo Box Width @ Top, Rear	N/A	Cargo Area Width @ Beltline	54.8 in
Cargo Box Width @ Floor	N/A	Cargo Box Width @ Wheelhousings	48 in
Cargo Box (Area) Height	53 in	Tailgate Width	N/A

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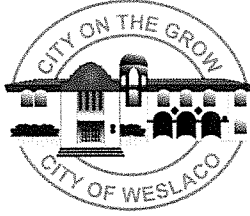


Standardized Agenda Request Form

Date of Meeting: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2883	
From:			
Subject: Discussion and consideration on Ordinance 2019-47 establishing a Series 2019 Drainage Capital Project fund for drainage improvements in the amount of \$10,107,256 and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-47. Possible action. (Staffed by Finance Department.)			
Background: The Official Statement as attested on Tab 13 Section 3.2.b reads "\$10,000,000 will be deposited into a Construction fund to be used for payment of the cost of the Project", it is in the best interest of the city to establish this fund and be in compliance with the Official Statement.			
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):			
Vidal Roman		Created/Initiated	
Vidal Roman		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo on Budget Amendment and establishment of Fund, O2019-47 Series 2019 Drainage CPF			
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

Date: October 28, 2019

To: Mayor & City Commission

CC: Mike R. Perez, City Manager

From: Vidal Roman, Finance Director 

Re: Ordinance for an Budget Amendment and the Establishment of Series 2019 Drainage Capital Project Fund

Attached are ordinance(s) proposing to amend the FY2019-2020 budget and the establishment of a Series 2019 Capital Project Fund for Drainage Projects on the General Obligation Bonds, Series 2019 in the amount of \$10,000,000. The discussions during budget process and public hearings, have come to fruition and thus establishing this fund in keeping with the idea of providing for a dedicated fund to track drainage projects, whether from a bond issue, grants, or any combination thereof.

The ordinance(s) also provides that funds cannot be withdrawn except with the authorization of the City Commission, and only in accordance with the Series 2019 Drainage Capital Project Fund of which the FY 2019-2020 budget will be amended and approved by the Commission this meeting as well. This will provide transparency and accountability of any infrastructure projects undertaken for drainage.

Please do not hesitate to contact me at 956.968.3181

ORDINANCE

NO. 2019-47

AN ORDINANCE ESTABLISHING A SERIES 2019 DRAINAGE CAPITAL PROJECT FUND IN THE AMOUNT OF \$10,000,000.00; PROMULGATING RULES AND REGULATIONS CONCERNING THE BUILDING AND MAINTAINING OF SUCH FUND, AND THE PERMITTED WITHDRAWALS AND PROHIBITIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weslaco provides services to the citizens of Weslaco to meet today's needs, as well as those of the future, and in turn the citizens pay taxes and fees for such services; and

WHEREAS, the City Commission has requested proposals to secure the services of a professional consultant to perform all aspects of application, management, preparation, project implementation, planning services and submission requirements associated with the approval of a Hazardous Mitigation planning grant and plan development to the Federal Emergency Management Agency (FEMA) through the Texas Division of Emergency Management, and

WHEREAS, a Hazard Mitigation Plan is required for eligibility for grant funds through FEMA's pre-disaster grant programs such as: Pre-Disaster Mitigation (PDM) and Flood Mitigation Assistance (FMA); and post disaster grant programs such as: Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP); and

WHEREAS, the City Commission also solicited Statements of Qualifications for Civil Engineering Services for Storm Water Improvements Master Plan to provide grant writing, engineering, and management services for the City for implementation of local, state and federal funding opportunities for water management, drainage improvements and/or flood protection planning, and

WHEREAS, based on the recommendations of these professional consultants, the City Manager shall submit a proposed Drainage Improvement Plan for 2019-2020 which contains anticipated receipts and proposed projects and planned expenditures for each of the various capital drainage improvements of the City;

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

SECTION ONE. A Drainage Capital Project Fund is to be added to the Code of Ordinances Chapter 54 Section 23 of the City of Weslaco, to read in its entirety as follows:

§XXX ESTABLISHMENT AND FUNDING OF SERIES 2019 DRAINAGE CAPITAL

PROJECTS FUND.

- (A) A fund is hereby established, to be maintained by the Finance Department and separately maintained from the other funds of the City, to be designated the Series 2019 Drainage Capital Projects Fund (the S2019 DCP).
- (B) The S2019 DCP shall be accounted for as a separate Capital Project Fund of the City.
- (C) Contributions may vary from year to year when the General Fund has produced a surplus after payment of all operation and maintenance expenses, debt service, and required contributions to reserves, if any. Contributions shall be added to such Fund per the above criteria.
- (D) At the option of the City Commission, other sources of surplus finds, including bond proceeds or grant revenue, if available, may be used to contribute to the Fund.
- (E) Nothing in this section shall be construed to mean that any contribution to the Fund is mandatory, but such will be solely at the discretion of the City Commission.

SECTION TWO. A new section, Chapter 54 Article 24, is to be added to the Code of Ordinances of the City of Weslaco, to read in its entirety as follows:

§XXX EXPENDITURES FROM THE SERIES 2019 DRAINAGE CAPITAL PROJECTS FUND; PROHIBITED EXPENDITURES.

- (A) Withdrawals from the Fund require the authorization of the City Commission. At the time of withdrawal, a plan to replenish the Fund over a reasonable time frame shall be adopted by the City Commission. The plan may or may not include a tax or rate increase, depending on the circumstances.
- (B) Withdrawals from the Fund should be restricted to:
 - (1) pay for capital improvement projects as presented and approved within the Series 2019 Drainage Capital Project (S2019 DCP) budget approved by the City Commission for each fiscal year,
 - (2) make up for a severe shortfall in funds where projected revenues are not met, typically because of unexpected negative influence on revenue stream,
 - (3) pay for catastrophic repair events of such magnitude that the cost of such would initiate an unplanned tax or rate increase or a greater than planned tax or rate increase (i.e. increases that would not have been needed if such event had not occurred). At the time of any such withdrawal for (2) or (3), a plan to raise taxes and/or rates over a reasonable time period to a level sufficient to cover the ongoing cost of maintenance and operations should be presented to the Commission and adopted.

- (C) Withdrawal from the Fund should not be allowed for the following reasons:
- (1) to make any expenditure not clearly and directly for an approved Drainage Improvement Project.
 - (2) to pay for expense made necessary as a result of growth, expansion, or enhancement of existing services or inflation.
 - (3) for the addition of permanent personnel or equipment.

SECTION THREE. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Weslaco, Texas, and this Ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION FIVE. This Ordinance shall become effective from and after its passage as provided by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of November 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: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2896	
From:			
Subject: Discussion and consideration on Ordinance 2019-48 approving a budget amendment for the Series 2019 Drainage Capital Project fund for drainage improvements in the amount of \$10,107,256.30 and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-48. Possible action. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Vidal Roman		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: 10-28-19 Memo establishing fund and budget, BUDGET CHANGES_AMENDMENTS 2020, O2019-48 budget amendment Drainage Series 2019			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

Date: October 28, 2019

To: Mayor & City Commission

CC: Mike R. Perez, City Manager

From: Vidal Roman, Finance Director

Re: Ordinance for a Budget Amendment and the Establishment of Series 2019 Drainage Capital Project Fund

Attached are ordinance(s) proposing to amend the FY2019-2020 budget and the establishment of a Series 2019 Capital Project Fund for Drainage Projects on the General Obligation Bonds, Series 2019 in the amount of \$10,107,256. The discussions during budget process and public hearings, have come to fruition and thus establishing this fund in keeping with the idea of providing for a dedicated fund to track drainage projects, whether from a bond issue, grants, or any combination thereof.

The ordinance(s) also provides that funds cannot be withdrawn except with the authorization of the City Commission, and only in accordance with the Series 2019 Drainage Capital Project Fund of which the FY 2019-2020 budget will be amended and approved by the Commission this meeting as well. This will provide transparency and accountability of any infrastructure projects undertaken for drainage.

Please do not hesitate to contact me at 956.968.3181



CITY OF WESLACO
BUDGET RECLASSIFICATION
FY 2019-20

FUND: _____

DEPARTMENT: _____ BUDGET RECLASS # _____

DATE: _____

<u>FUND</u>	<u>G/L ACCT #</u>	<u>DESCRIPTIONS</u>	<u>CURRENT BUDGET</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>REVISED BUDGET</u>
			\$ -	\$ -	\$ -	\$ -
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			\$ -	\$ -	\$ -	\$ -

(Round up all amounts to the nearest dollar)

<u>Justification:</u> _____ _____ _____ _____ _____ _____	_____	
	Department Head Approval	Date

	Finance Director	Date

	City Manager	Date



**CITY OF WESLACO
BUDGET AMENDMENT
FY 2019-20**

FUND: Series 2019 Drainage CIP
DEPARTMENT: Administration
DATE: November 05, 2019

BUDGET AMENDMENT # _____

<u>FUND</u>	<u>G/L ACCT #</u>	<u>DESCRIPTIONS</u>	<u>CURRENT BUDGET</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>REVISED BUDGET</u>
417	4000-493000	Other Financing Sources	\$ -	\$ (10,107,256)	\$ -	\$ (10,107,256)
417	10001025	Cash in Bank	-	10,000,000	-	10,000,000
417	5770-56330	Fiscal Charges - Issuance Cost	-	62,456	-	62,456
417	5770-56330	Fiscal Charges - Bond counsel	-	44,350	-	44,350
417	5770-56330	Fiscal Charges - Registrar Fees	-	450	-	450
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

(Round up all amounts to the nearest dollar)

Justification:

To record Bond proceeds and associated costs.

Department Head Approval

Date

Finance Director

Date

City Manager

Date

ORDINANCE 2019-48

AN ORDINANCE AMENDING ORDINANCE NUMBER 2019-39, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, FINDING NEED TO AMEND THE 2019-2020 MUNICIPAL BUDGET TO WIT IN THE AMOUNT OF \$10,107,256.30 FOR DRAINAGE IMPROVEMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2019-2020 budget; and

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

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

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

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

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

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

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

SECTION 4. APPROVAL. The 2019-2020 Official Budget, adopted by Ordinance 2019-39, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit A.

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

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

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon its final reading unless otherwise noted it would become effective on its first reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of November 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: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2884
From:		
Subject: Discussion and consideration on Ordinance 2019-49 establishing an Interest & Sinking Debt Fund on the Series 2019 Bond issue related to drainage improvements and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-49. Possible action. (Staffed by Finance Department.)		
Background: The the creation of the Series 2019 Drainage Capital Project Fund on the issuance of General Obligation Bond, the city will need to establish a separate Interest & Sinking fund to account for the collection of taxes and payment of debt associated with said issuance. Section 5.3 of the Bond documents reads " The Interest and Sinking Fund will be a fund that is used primarily to achieve a proper matching of revenues and debt service within each bond year". Hence the creation of this fund.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Ordinance - First Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Vidal Roman	Created/Initiated	
Vidal Roman	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: O2019-49 establish I&S Debt Fund Series 2019 Bond re drainage improvements		
Responsibilities upon Approval:		

ORDINANCE

NO. 2019-49

AN ORDINANCE ESTABLISHING A INTEREST & SINKING FUND FOR THE SERIES 2019 GENERAL OBLIGATION BOND ISSUE; PROMULGATING RULES AND REGULATIONS CONCERNING THE BUILDING AND MAINTAINING OF SUCH FUND, AND THE PERMITTED WITHDRAWALS AND PROHIBITIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weslaco provides services to the citizens of Weslaco to meet today's needs, as well as those of the future, and in turn the citizens pay taxes and fees for such services; and

WHEREAS, the City Commission determined the necessity to construct various drainage capital improvements throughout the city and held an election to issue bonds; and

WHEREAS, an election was held in May 2019 and the citizens approved the bond issuance to construct various drainage projects; and

WHEREAS, the city received the proceeds and as per bond requirements a Interest and Sinking fund needs to be set up to achieve a proper matching of revenues and debt service within each bond year;

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

(A) A fund is hereby established, to be maintained by the Finance Department and separately maintained from the other funds of the City, to be designated the Series 2019 Debt Service Fund.

(B) Contributions may vary from year to year when the Fund has produced a surplus after payment of all debt service, the fund shall be depleted at least once each year except for an amount not in excess of (a) one-twelfth of the debt service on the Bonds for the previous year or (b) the previous year's earnings on the Interest and Sinking Fund.

(C) At the option of the City Commission, the surplus finds will be available for other uses in the General Fund account,

§XXX EXPENDITURES FROM THE SERIES 2019 DEBT SERVICE FUND; PROHIBITED EXPENDITURES.

(A) Withdrawals from the Fund require the authorization of the City Commission. At

the time of withdrawal, a plan to replenish the Fund over a reasonable time frame shall be adopted by the City Commission. The plan may or may not include a tax or rate increase, depending on the circumstances.

- (B) Withdrawals from the Fund should be restricted to:
 - (1) pay for Principal and Interest payments only as per the schedule.
- (C) Withdrawal from the Fund should not be allowed for the following reasons:
 - (1) to make any expenditure not clearly and directly for an approved Debt,

SECTION ONE. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Weslaco, Texas, and this Ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION TWO. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION THREE. This Ordinance shall become effective from and after its passage as provided by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of November 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: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2898	
From:			
Subject: Discussion and consideration on the purchase of 2 EKG Monitors (LP 15) for total of \$55,665.60 approved for FY 2019-2020 CIP and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background: Discussion and consideration on the purchase of 2 EKG Monitors (LP 15) approved for FY 2019-2020 CIP at a cost of \$55,665.60 for both at a cost savings of \$23,592.40.			
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):			
Melissa Valdez		Created/Initiated	
Antonio Lopez		Approved	
Vidal Roman		New	
Mike Perez			
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: EKG Monitor			
Responsibilities upon Approval:			



Emergency Care
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To	WESLACO FD Attn: Gustavo Ramirez 901 N AIRPORT DR WESLACO, TX 78599 (956) 380-0081 gramierz@weslacotx.gov	Quote Number 00194282 Revision # 1 Created Date 10/28/2019 Sales Consultant Chad Lewis (210) 884-0891 chad.lewis@physio-control.com FOB Redmond, WA Terms All quotes subject to credit approval and the following terms and conditions NET Terms NET 30 Expiration Date 10/31/2019
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Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	2.00	35,660.00	-10,698.00	24,962.00	49,924.00
11160-000011	NIBP Cuff-Reusable, Infant	2.00	22.00	-6.60	15.40	30.80
11160-000013	NIBP Cuff-Reusable, Child	2.00	25.00	-7.50	17.50	35.00
11160-000015	NIBP Cuff-Reusable, Adult	2.00	31.00	-9.30	21.70	43.40
11160-000017	NIBP Cuff -Reusable, Large Adult	2.00	34.00	-10.20	23.80	47.60
11160-000019	NIBP Cuff-Reusable, Adult X Large	2.00	49.00	-14.70	34.30	68.60
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	2.00	640.00	-192.00	448.00	896.00
11171-000050	Rainbow DCIP Pedi Reusable Sensor, 1/box	2.00	705.00	-211.50	493.50	987.00
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	2.00	59.00	-17.70	41.30	82.60
11260-000039	LIFEPAK 15 Carry case back pouch	2.00	84.00	-25.20	58.80	117.60
11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2.00	327.00	-98.10	228.90	457.80
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4.00	479.00	-143.70	335.30	1,341.20
21996-000109	Titan III - WiFi Gateway	2.00	1,035.00	-310.50	724.50	1,449.00

Subtotal

USD 55,480.60

Estimated Tax USD 0.00
Estimated Shipping & Handling USD 185.00
Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total USD 55,665.60

Pricing Summary Totals

List Price Total USD 79,258.00
Total Contract Discounts Amount USD 0.00
Total Discount USD -23,777.40
Trade In Value USD 0.00
Tax + S&H USD 185.00

GRAND TOTAL FOR THIS QUOTE
USD 55,665.60

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address	same as address on quote	Shipping Address	same as Billing Address
Account Name		Account Name	
Address		Address	
City		City	
State	Zip Code	State	Zip Code
Accounts Payable Contact Information			
Accounts Payable Contact		Accounts Payable Phone Number	
Accounts Payable Email		Customer is Tax Exempt?	☐ Yes ☐ No
Authorized Customer Signature			
Name		Signature	
Title		Date	

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number CL/01554601/212922

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.



Standardized Agenda Request Form

Date of Meeting: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2899	
From: Weslaco 100 Committee			
Subject: Discussion and consideration on request from the Weslaco Centennial Committee on the closure of streets from December 6-10, 2019 for the Centennial Celebration festivities: 1) Designate S. Illinois Ave from Business 83 to East 6th Street a one way street from 4pm on Friday, December 6th to 8:00 p.m. Sunday, December 8th; 2) Closure of 4th, 5th and 6th streets from S. Kansas Ave to S. Illinois Ave for Fiesta Cien from 6pm Friday, December 6 to midnight Sunday, December 8; 3) Closure of E. Agostadero Street and E. Plaza Street from N. Kansas Ave to N Illinois and use of La Plazita Park for Conjunto Neighborhood Dance from 7pm to 10pm on Saturday, December 6; 4) Closure of N. Texas Blvd from Lone Star Bank to Su Casa Adult Day Care on Railroad Street from 6pm to 9pm Saturday, Dec 6 for Posada; and 5) Closure of Pike Blvd. from Westgate Drive to the wet parking entrance of Weslaco High School for fire works at Bobby Lackey Stadium from 8pm to 9pm December 10; and to waive all fees for all Special Events for the Centennial Celebration authorizing the Mayor to execute any related documents as may be required by the Texas Department of Transportation. Possible action. (Requested by Weslaco 100 Committee.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rebekah De La Fuente Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approve.			

Staff Recommendation:
Attachments, if any: Request from Weslaco Centennial Committee- Illinois Ave, Request for street closures and special events waiver
Responsibilities upon Approval:



Weslaco Centennial Committee

P.O. Box 801, Weslaco, TX 78599

weslaco100@outlook.com

www.weslaco100.org

October 9, 2019

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

Dear Sirs:

The Weslaco Centennial Committee is hereby requesting the City to designate S. Illinois Ave from Business 83 to E 6th St as a ONE-WAY street going south from Friday, Dec 6, 2019 at 4 pm to Sunday Dec 8, 2019 at 8pm. The purpose of this request is so that buses may be able to drop-off and pick-up those going from and to the South Texas College-Mid Valley Campus parking lot; which has been designated as parking for those going to Fiesta Cien in downtown Weslaco.

Sincerely,
Weslaco Centennial Committee

Mark McCaleb,
Chairman





Weslaco Centennial Committee

P.O. Box 801, Weslaco, TX 78599

weslaco100@outlook.com

www.weslaco100.org

October 31, 2019

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

Dear Sirs:

The Weslaco Centennial Committee is requesting the closure of the following streets for the Weslaco Centennial Celebration taking place from December 6 to 10, 2019.

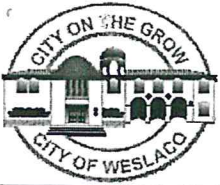
- The closure of 4th, 5th and 6th streets from S Kansas Ave. to S Illinois Ave from 6pm Friday, December 6th to midnight Sunday, December 8th for Fiesta Cien.
- The use of La Plazita Park and the closure of E Agostadero St and E Plaza St from N Kansas Ave to N Illinois Ave. from 7 pm to 10 pm on Saturday, December 6th for Conjunto Neighborhood Dance.
- The closure of N Texas Blvd from Lone Star Bank to Su Casa Adult Day Care on Railroad Street from 6 pm to 9 pm on Saturday, Dec 6th for Posada.
- The closure of Pike Blvd from Westgate Drive to the west parking entrance of Weslaco High School from 8 pm to 9 pm on December 10th for fireworks at Bobby Lackey Stadium.

We would also like to request that the City waive all fees for any and all Special Events being held by the Weslaco Centennial Committee.

Sincerely,

Weslaco Centennial Committee

Mark McCaleb,
Chairman



Special Events Checklist:

City of Weslaco Requirements and Procedures

Office of the City Secretary · 956.968.3181 · esilva@weslacotx.gov

Name of Applicant (Person or Entity): Weslaco Centennial Committee		Name of Event: FIREWORKS	
Contact Person: MARV McCaleb		Telephone Number: 956-650-2842	
Address: P.O. Box 801		E-Mail Address: weslaco100@gmail.com	
City: Weslaco	State: TX	Zip Code: 78599	
Event Purpose (fundraiser, school activity, etc.): 100 year Anniversary Celebration		Expected Attendance: 3000-5000	
Start Time: 8 pm	End Time: 9 pm	Event Date(s): Dec 10/2019	
Relevant Policies and Fees: (*Commission consent by agenda action may be required)			
Special Event:			
☐ Proof of Liability Insurance with City of Weslaco as Named Insured on Certificate		☐ Limited use of live animals (Code of Ordinances §22) *	
☐ Authorization to display promotional signage*		☐ Park, Pool, Facility Rental	
☐ Evidence of Health Permit (food service)		☐ Vendor Application with Fee of \$75.00	
☐ Verification to Texas Alcoholic Beverage Commission (TABC) for sale/service of beer and wine*		☐ Special Event Permit with Fee of \$100.00	
Traffic Control (Code of Ordinances §134):			
☐ Route Map		☐ Parade and Processions Fee of \$50.00	
☐ Written Consent of Affected Property Owners		☐ Street Closure Fee of \$25.00	
☐ Barricade Fee of \$50.00/location + \$100 deposit		☐ Traffic Safety Plan by Police Department	
☐ Verification to Texas Department of Transportation (TxDOT) affecting state right-of-way*		☐ Police Escort of \$20.00/officer per hour (2-hour minimum)	
Sound Amplification (Code of Ordinances §94 and Election Code §61):			
☐ Use of loud speakers, microphone, bullhorn, etc.		☐ Sound Truck Fee of \$25.00	
☐ Vehicle Description, License Plate, Driver's License		\$25.00 fee is for 3 consecutive days	
<i>Applicant will coordinate with applicable City Departments, state and federal agencies and discharge the City of any liability associated with this event.</i>		Timestamp of Receipt: OCT 3 1 2019	
Applicant's Signature: 		Payment type: ☐ Cash ☐ Credit Card	
Additional Stipulation(s) of Authorization:			
Approved	Denied	Reason	Signature as Applicable
			Police Chief
			Fire Chief
			Public Works Director
			Planning/Code Enforcement Director
			Traffic Safety Officer
			Parks Director



Special Events Checklist:

City of Weslaco Requirements and Procedures

Office of the City Secretary · 956.968.3181 · esilva@weslacotx.gov

Name of Applicant (Person or Entity): Weslaco Centennial Committee		Name of Event: FIESTA Cien	
Contact Person: MARK McCaleb		Telephone Number: (956) 650-2842	
Address: P.O. Box 801		E-Mail Address: weslacow@gmail.com	
City: Weslaco	State: TX	Zip Code: 78599	
Event Purpose (fundraiser, school activity, etc.): 100th Anniversary Celebration		Expected Attendance: 3000-5000	
Start Time: Dec 6 6pm	End Time: Dec 8 12AM	Event Date(s): Dec 6 - 8, 2019	
Relevant Policies and Fees: (*Commission consent by agenda action may be required)			
Special Event:			
☐ Proof of Liability Insurance with City of Weslaco as Named Insured on Certificate		☐ Limited use of live animals (Code of Ordinances §22) *	
☐ Authorization to display promotional signage*		☐ Park, Pool, Facility Rental	
☐ Evidence of Health Permit (food service)		☐ Vendor Application with Fee of \$75.00	
☐ Verification to Texas Alcoholic Beverage Commission (TABC) for sale/service of beer and wine*		☐ Special Event Permit with Fee of \$100.00	
Traffic Control (Code of Ordinances §134):			
☐ Route Map		☐ Parade and Processions Fee of \$50.00	
☐ Written Consent of Affected Property Owners		☐ Street Closure Fee of \$25.00	
☐ Barricade Fee of \$50.00/location + \$100 deposit		☐ Traffic Safety Plan by Police Department	
☐ Verification to Texas Department of Transportation (TxDOT) affecting state right-of-way*		☐ Police Escort of \$20.00/officer per hour (2-hour minimum)	
Sound Amplification (Code of Ordinances §94 and Election Code §61):			
☐ Use of loud speakers, microphone, bullhorn, etc.		☐ Sound Truck Fee of \$25.00	
☐ Vehicle Description, License Plate, Driver's License		\$25.00 fee is for 3 consecutive days	
<i>Applicant will coordinate with applicable City Departments, state and federal agencies and discharge the City of any liability associated with this event.</i>		Timestamp of Receipt: OCT 3 1 2019	
		Payment type: ☐ Cash ☐ Credit Card	
Applicant's Signature: 			
Additional Stipulation(s) of Authorization:			
Approved	Denied	Reason	Signature as Applicable
			Police Chief
			Fire Chief
			Public Works Director
			Planning/Code Enforcement Director
			Traffic Safety Officer
			Parks Director



Special Events Checklist: City of Weslaco Requirements and Procedures

Office of the City Secretary · 956.968.3181 · esilva@weslacotx.gov

Name of Applicant (Person or Entity): Weslaco Centennial Committee		Name of Event: Posada	
Contact Person: Mark McCaleb		Telephone Number: (956) 650-2842	
Address: P.O. Box 801		E-Mail Address: weslaco100@gmail	
City: Weslaco	State: TX	Zip Code: 78599	
Event Purpose (fundraiser, school activity, etc.): 100th Anniversary Celebration		Expected Attendance: 200-400	
Start Time: 6pm	End Time: 9pm	Event Date(s): See 6/2019	
Relevant Policies and Fees: (*Commission consent by agenda action may be required)			
Special Event:			
☐ Proof of Liability Insurance with City of Weslaco as Named Insured on Certificate		☐ Limited use of live animals (Code of Ordinances §22) *	
☐ Authorization to display promotional signage*		☐ Park, Pool, Facility Rental	
☐ Evidence of Health Permit (food service)		☐ Vendor Application with Fee of \$75.00	
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<i>Applicant will coordinate with applicable City Departments, state and federal agencies and discharge the City of any liability associated with this event.</i>		Timestamp of Receipt: OCT 3 1 2019	
Applicant's Signature: 		Payment type: ☐ Cash ☐ Credit Card	
Additional Stipulation(s) of Authorization:			
Approved	Denied	Reason	Signature as Applicable
			Police Chief
			Fire Chief
			Public Works Director
			Planning/Code Enforcement Director
			Traffic Safety Officer
			Parks Director



Special Events Checklist:

City of Weslaco Requirements and Procedures

Office of the City Secretary · 956.968.3181 · esilva@weslacotx.gov

Name of Applicant (Person or Entity): Weslaco Centennial Committee		Name of Event: Conjunto Neighborhood Dance	
Contact Person: MARK McGleb		Telephone Number: (956) 650-2842	
Address: P.O Box 801		E-Mail Address: weslacol100@gmail	
City: Weslaco	State: TX	Zip Code: 78599	
Event Purpose (fundraiser, school activity, etc.): 100yr ANIVERSARY Celebration		Expected Attendance: 300-500	
Start Time: 1 PM	End Time: 10 PM	Event Date(s): Dec 6/2019.	
Relevant Policies and Fees: (*Commission consent by agenda action may be required)			
Special Event:			
☐ Proof of Liability Insurance with City of Weslaco as Named Insured on Certificate		☐ Limited use of live animals (Code of Ordinances §22) *	
☐ Authorization to display promotional signage*		☐ Park, Pool, Facility Rental	
☐ Evidence of Health Permit (food service)		☐ Vendor Application with Fee of \$75.00	
☐ Verification to Texas Alcoholic Beverage Commission (TABC) for sale/service of beer and wine*		☐ Special Event Permit with Fee of \$100.00	
Traffic Control (Code of Ordinances §134):			
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<i>Applicant will coordinate with applicable City Departments, state and federal agencies and discharge the City of any liability associated with this event.</i>		Timestamp of Receipt:	
		OCT 3 1 2019	
Applicant's Signature: 		Payment type: ☐ Cash ☐ Credit Card	
Additional Stipulation(s) of Authorization:			
Approved	Denied	Reason	Signature as Applicable
			Police Chief
			Fire Chief
			Public Works Director
			Planning/Code Enforcement Director
			Traffic Safety Officer
			Parks Director



Standardized Agenda Request Form

Date of Meeting: November 5, 2019		Agenda Item No. (to be assigned by CSO): 2019-2906	
From:			
Subject: Discussion and consideration to approve a six month extension of the Final Plat for JOW Subdivision, 28.33-acre tract of land out of Farm Tract 62, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located at 2615 E. Sugar Cane Drive. 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:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any:			
Responsibilities upon Approval:			

October 2019
Weslaco Area Chamber of Commerce
Destination Marketing Report

October Advertising		
Item	Description	Cost
General Advertising and Membership	IFEA/American Legion	\$250
Nature Tourism	Clear Channel Board (Harlingen Airport)	\$2,019
Texas/Domestic	Benchmark Billboard	\$2,300
Total:		\$4,569.00

Business, Visitor & Events Center	
Approximate # of Guests	300
Early Voting	369
In State Visitors	6
Out of State visitors	4
Total:	679

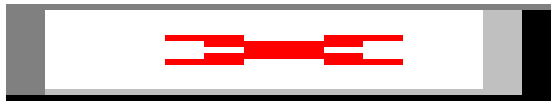
**total of 15 facility reservations (conference center/board room)*

Other:

- Christmas Parade Planning Meeting took place on October 17th next meeting scheduled for November 1st
 - Santa Dash 5k Run at 9AM
 - Christmas Parade 10AM
- Re-vamped the Weslaco.com website! Includes new features for visitors and community at large

Highlight:

- Texas Chamber of Commerce Week was a success! We highlighted several longstanding members of the chamber including some who have been members for over 50 years! Additionally, we had over 60 guests at our member breakfast with the Mayor.



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!

October 24, 2019

Alfresco Weslaco

Alfresco Weslaco, was October 17th, in Historic Downtown Weslaco, 6:30 pm to 9:00 pm. The band was BuckNCrazy and we had 80 vendors showing up for food, arts and crafts. Alfresco had a Framers Market, a Haunted House and a conjunto band from Weslaco East entertain us.

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

Projects

- The Eatery, a food truck park with featured artists and musicians weekly, food/ drinks and bathroom facilities outdoors, is progressing well and is due to be complete by December.
- Project Light, the lighting of the underpass at Texas Blvd.: The City of Weslaco and the team are dealing with the project on a day to day effort to be complete in December.
- Project Theory, a prospect, has received approval from the company headquarters and is seeking financing from a bank.
- Following up with companies the EDC met regarding potential investment in Weslaco.

Business Retention

- Business Retention & Expansion visit to a local company, L&W Supply, in the Mid Valley Industrial Park to develop a relationship with the company. Others accompanying the EDC were South Texas College, Weslaco ISD, South Texas Manufacturing Association and Workforce Solutions.
- The EDC and STC are diligently marketing the workforce training for Weslaco companies at STC Mid Valley Campus. Kapal Cabinet House, CiLogistics and Woodcrafters have had training.

275 S. Kansas, Suite #A • Weslaco, Texas • 78596

(956) 969-0838 • (956) 969-8611 Fax

www.weslacoedc.com

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