



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, SEPTEMBER 19, 2017**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, September 19, 2017 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

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

II. PUBLIC COMMENTS

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

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

III. PUBLIC HEARING

- A. To solicit input on behalf of Armando Alaniz to rezone 400 N Republic Street also being Lots 12, 13, and 14, STAATS Addition Subdivision, Weslaco, Hidalgo County, Texas, from R-2 Duplex and Apartments District to B-4 Neighborhood Office District.
- B. To solicit input on behalf of Bill Carlson to rezone 1210 Valley View also being Lot 6, Ashmelmont Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-4 Neighborhood Office District.

- C. To solicit input on behalf of Francisco Perez to rezone 1319 E. 18th Street also being Lot 24, Margo Terrace Estates Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District

IV. CONSENT AGENDA

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

- A. Approval of the Minutes of the Regular Meeting on September 5, 2017.
(Staffed by City Secretary's Office.) Attachment
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2017-29 authorizing a budget amendment as appropriate for the purchase of two (2) recycling trailers in an amount not to exceed \$30,000.00 and authorize the Mayor to execute any related documents. (First reading held June 20, 2017; Staffed by Public Works.)

Attachment
- C. Approval of the renewal of the Uniting Neighbors In Drug Abuse Defense (UNIDAD) Coalition memorandum of understanding and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- D. Authorization of the Finance Director to conduct any required audit of forfeiture funds as per Article 59.06 of the Code of Criminal Procedure. (Staffed by Finance Department.)
- E. Authorization of solicitation of bids for the Rehabilitation of Lift Station No. 37 and authorize the Mayor to execute and related documents. (Staffed by Planning & Code Enforcement Department.) Attachment
- F. Approval of the Election Services Contract with the Hidalgo County Elections Department to conduct the City of Weslaco General Election of November 7, 2017 pursuant to Texas Election Code Chapter 271, and authorize the Mayor to execute any related documents. (Staffed by City Secretary's Office.) Attachment

- G. Approval of Resolution 2017-62 on the submission of an application grant to the Office of the Governor Criminal Justice Division from the Weslaco Fire Department for Rifle-Resistant Body Armor Grant Program and authorize the Mayor to execute any related documents. (Staffed by the Fire Department.) Attachment
- H. Authorization to reapply and renew the Reading Is Fundamental (RIF) grant for FY 2017-2018 to accept funds upon award throughout the year, to provide local matching funds not to exceed 25% of the total granted amount in each instance and not to exceed \$700.00 total annually, and to allow the Mayor to execute any associated documents. (Staffed by Library Department.) Attachment
- I. Acceptance of donated monies and gift donations from local vendors and/or the public for library programming within Fiscal Year 2017– 2018. (Staffed by Library Department.) Attachment
- J. Approval of Resolution 2017-66 authorizing the submission of a grant for Northside Park to Texas Parks and Wildlife Department and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment

V. APPOINTMENTS

- A. Discussion and consideration to remove Julian Flores from the Parks and Recreation Advisory Board and approve Resolution 2017-61 appointing one member to that unexpired term and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation.) Attachment
- B. Discussion and consideration to accept the resignation of Clemente Mena from the Planning and Zoning Commission and approve Resolution 2017-65 appointing one member to that unexpired term. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- C. Discussion and consideration to approve Resolution 2017-63 appointing an official member and an alternate member to the Amigos del Valle, Inc. Board of Directors for Fiscal Year 2017-2018 and authorize the Mayor to execute any related documents. Possible action. (Requested by Amigos del Valle.) Attachment

VI. OLD BUSINESS

- A. Discussion and consideration on second and final reading to approve Ordinance 2017-37 adopting the City of Weslaco's budget appropriation for the fiscal year October 1, 2017 to September 30, 2018 and authorize the Mayor to execute any related documents. Possible action. (First Reading held September 5, 2017; Staffed by Finance Department.) Attachment

- B. Discussion and consideration on second and final reading to approve Ordinance 2017-38 adopting and levying the ad valorem tax rate for the 2017-2018 fiscal year and authorize the Mayor to execute any related documents. Possible action. (First Reading held September 5, 2017; Staffed by Finance Department.) Attachment
- C. Discussion and consideration on second and final reading to approve Ordinance 2017-39 ratifying the property tax increase reflected in the 2017-2018 fiscal year budget and authorize the Mayor to execute any related documents. Possible action. (First reading held September 5, 2017; Staffed by Finance Department.) Attachment
- D. Discussion and reconsideration to award the sole bidder, Mr. Victor's LLC, for Request For Bids No. 2016-17-26 to purchase Two Recycling Trailers in the amount not to exceed \$30,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.) Attachment

VII. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Armando Alaniz to approve Ordinance 2017-40 rezoning 400 N Republic Street also being Lots 12, 13, and 14, STAATS Addition Subdivision, Weslaco, Hidalgo County, Texas, from R-2 Duplex and Apartments District to B-4 Neighborhood Office District. First reading of Ordinance 2017-40. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- B. Discussion and consideration after public hearing on behalf of Bill Carlson to approve Ordinance 2017-41 rezoning 1210 Valley View also being Lot 6, Ashmelmont Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-4 Neighborhood Office District. First reading of Ordinance 2017-41. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- C. Discussion and consideration after public hearing on behalf of Francisco Perez to approve Ordinance 2017-42 rezoning 1319 E. 18th Street also being Lot 24, Margo Terrace Estates Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District. First reading of Ordinance 2017-42. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

- D. Discussion and consideration to approve the Final Plat for M.A. Subdivision, being a 9.00 acre tract of land out of Farm Tract 99, Block 145, West Tract Subdivision, Hidalgo County, Texas, located on the west side of Mile 4½ West, one quarter mile South of Mile 11 North Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- E. Discussion and consideration to approve final payment to Castle Enterprises for the Sugarcane Drive Detention Pond Project for an amount not to exceed \$21,144.90 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment
- F. Discussion and consideration to approve final payment for DDI, Doug's Drip Irrigation and Sprinklers for an amount not to exceed \$3,647.20 for the irrigation system installed for the Sugarcane Drive Detention Pond and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code and Enforcement) Attachment
- G. Discussion and consideration to award the best qualified, most advantageous response to the Request for Proposals for the City of Weslaco Group Health Insurance (RFP No. 2016-17-28) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources.) Attachment
- H. Discussion and consideration to award the best qualified, most advantageous response to the Request for Proposals for the City of Commercial Package (RFP No. 2016-17-30) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources.) Attachment
- I. Discussion and consideration to award the best qualified, most advantageous response to the Request for Proposals for the City of Weslaco Worker's Compensation Insurance (RFP No. 2016-17-29) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources.) Attachment
- J. Discussion and consideration to award the best qualified, most advantageous response to the Request for Proposals for the City of Weslaco 125 Cafeteria Plan Voluntary Supplemental Insurance Products (RFP No. 2016-17-31) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources.) Attachment

- K. Discussion and consideration to approve Resolution 2017-64 nominating a candidate to the Hidalgo County Appraisal District Board of Directors for the 2018-2019 election and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Office of the City Secretary.) Attachment
- L. Discussion and consideration to approve Mid Valley Airport Ground Lease Agreements, with a reversion clause, for the following Hangers:
A) Tenant Art Beckwith for Hangars W-22 and W-30; and
B) Tenant Terry Barbee, D/B/A WTB Trading Company, for Hangars W-12, W-13, W-21, W-26, and W-28
and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.) Attachment
- M. Discussion and consideration to approve the following Mid Valley Airport Ground Lease Agreements for Hangers, with a non-reversion clause:
A) Tenant Art Beckwith for Hangar E-26; and
B) Tenant Terry Barbee, D/B/A WTB Trading Company, for Hangars E-11 through E-14 and E-19
and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.) Attachment
- N. Discussion and consideration to authorize solicitation of bids for the Isaac Rodriguez Park Restroom/Maintenance Facility Construction Project and authorize the Mayor to execute and related documents. Possible action. (Staffed by Parks and Recreation.) Attachment
- O. Discussion and consideration to approve Ordinance 2017-43 authorizing a budget amendment as appropriate for the Solid Waste Account in the amount of \$27,000.00 and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-43. Possible action. (Staffed by Public Works.) Attachment
- P. Discussion and consideration to approve the FY 2017-2018 Proposed Street Improvement Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.) Attachment

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 §551.074 of the Texas Government Code.
- B. Pending Litigation - Consultation with City Attorney regarding *City of Weslaco v. Briones Consulting and Engineering* as authorized by §551.071 of the Texas Government Code.
- C. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to Project Chicken Hatch "B" as authorized by §551.087 of The Texas Government Code.
- D. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to Project Saddle as authorized by §551.087 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 15th day of September, 2017 at 4:50 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Elizabeth M. Walker, City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1196	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Elizabeth Walker		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Joey Aguilar, First Baptist Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

"I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL."

The Pledge of Allegiance to the State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

**The pledge was amended by House Bill 1034 during the 80th Legislature with the addition of "one state under God." The revised wording became effective on June 15, 2007.*

Preamble to the Constitution of the United States of America

We the people of the United States, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America.

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

- *Positive Attitude of Courtesy & Concern
- *Doing it Right the First Time
- *Sensitive to the citizens' needs
- *Friendly Respect for All
- *Service without Hassle



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1219
From: Mardoqueo Hinojosa		
Subject: To solicit input on behalf of Armando Alaniz to rezone 400 N Republic Street also being Lots 12, 13, and 14, STAATS Addition Subdivision, Weslaco, Hidalgo County, Texas, from R-2 Duplex and Apartments District to B-4 Neighborhood Office District.		
Background: The applicant is requesting to rezone property from R-2 Duplex and Apartments to B-4 Neighborhood Office District. Thirty-six (36) property owners within 200 feet of the applicant's property were notified by letter on August 25, 2017.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Public Hearing		
If item previously considered, provide date and action by Commission: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on August 21, 2017.		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval on September 6, 2017.		
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any:		
Responsibilities upon Approval: Planning staff will advise applicant.		



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1220	
From: Mardoqueo Hinojosa			
Subject: To solicit input on behalf of Bill Carlson to rezone 1210 Valley View also being Lot 6, Ashmelmont Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-4 Neighborhood Office District.			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-4 Neighborhood Office District. Eighteen (18) property owners within 200 feet of the applicant's property were notified by letter on August 25, 2017.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
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 appeared in The Monitor on August 21, 2017.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval on September 6, 2017.			
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise applicant.			



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1221	
From: Mardoqueo Hinojosa			
Subject: To solicit input on behalf of Francisco Perez to rezone 1319 E. 18th Street also being Lot 24, Margo Terrace Estates Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Eight (8) property owners within 200 feet of the applicant's property were notified by letter on August 25, 2017.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission appeared in The Monitor on August 21, 2017.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval on September 6, 2017.			
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise applicant.			



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1201	
From:			
Subject: Approval of the Minutes of the Regular Meeting on September 5, 2017. (Staffed by City Secretary's Office.) Attachment			
Background: Record of commission action for the regular meeting of September 5, 2017.			
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 Elizabeth Walker Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: 17-09-05 minutes regular meeting			
Responsibilities upon Approval: Execute and retain.			



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, SEPTEMBER 5, 2017**

On Tuesday, September 5, 2017, 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:

Mayor	David Suarez
Mayor Pro-Tem	Gerardo “Jerry” Tafolla
Commissioner	Leo Muñoz
Commissioner	Greg Kerr
Commissioner	Olga Noriega
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

Also present: Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Jose Pena, Information Technology Director; Pete Garcia, Public Works Director; Tony Lopez, Fire Chief; Ted Walensky, Assistant Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Arnold Becho, Library Director; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, September 1, 2017.

B. Invocation.

Father Ernest Ukwueze, San Martin De Porres Church, led in the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

Mayor Suarez recognized the Mayor Joe V. Sanchez Public Library for a successful Summer Reading program.

E. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting prefect attendance and a quorum present.

II. PUBLIC COMMENTS

There were none received.

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 following:

- 1) Minutes of Regular Meeting on August 15, 2017;
- 2) Record of budget workshop on August 16, 2017;
- 3) Record of budget workshop on August 17, 2017;
- 4) Minutes of Special Meeting on August 22, 2017; and
- 5) Record of budget workshop on August 24, 2017. (Staffed by City Secretary's Office.)

B. Approval of the annual renewal the Interlocal Agreement for 9-1-1 Public Safety Answering Point Services and authorize the Mayor to execute any related documents. (Staffed by Weslaco Police Department.)

C. Approval of the renewal of an agreement with Drug Enforcement Administration for State and Local HIDTA Task Force cooperation for Fiscal Year 2017-2018 and authorize the Mayor to execute any related documents. (Staffed by Weslaco Police Department.)

D. Authorize solicitation of bids for purchase and/or rental of uniform services for Public Works, Parks & Recreation, and Meter Reader Departments and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

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

IV. APPOINTMENTS

A. Discussion and consideration to approve Resolution 2017-60 appointing a board member to expired term on the Board of Adjustments and Appeals-Zoning Ordinance. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mayor Pro-Tem Tafolla, seconded by Commissioner Noriega, moved to approve Resolution 2017-60 re-appointing Adrian Torres to an expired term on the Board of Adjustments and Appeals-Zoning Ordinance as presented. The motion carried; Mayor Suarez was present and voting.

For the record, the following is the resolution:

RESOLUTION NO. 2017-60

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Adrian Torres is appointed to serve an expired term on the Board of Adjustments & Appeals-Zoning Ordinance and the term will expire on the 4th day of October, 2019.

PASSED AND APPROVED on this 5th day of September, 2017.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:

/s/Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

/s/Juan E. Gonzalez, CITY ATTORNEY

B. Discussion and consideration to approve Resolution 2017-53 appointing a member to an unexpired term on the Weslaco 100 Centennial Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Museum.)

Commissioner Pedraza, seconded by Commissioner Kerr, moved to approve Resolution 2017-53 appointing Robert Donalson to an unexpired term on the Weslaco 100 Centennial Committee as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the following is the resolution:

RESOLUTION NO. 2017 - 53

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE WESLACO 100 COMMITTEE TO PREPARE WESLACO'S CENTENNIAL CELEBRATION AND STRATEGIC PLAN

WHEREAS, The City of Weslaco, Texas, founded 1919, will celebrate its centennial in 2019, and anticipates programs and activities befitting the occasion; and

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions, make recommendations, and encourage participation toward the planning and facilitating of such programs and activities; and

WHEREAS, after public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider issues for the strategic growth of the City over the next 100 years, including planning/sustainable development, governance, health, transportation, education, economic development, public safety, parks, information technology, and housing; and

WHEREAS, there shall be sixteen (16) members in the Weslaco 100 Committee who shall be appointed by the Weslaco City Commission and shall be resident citizens of the City of Weslaco. The term for each Committee member shall be for three (3) years and may be eligible for reappointment;

WHEREAS, The Weslaco 100 Committee members shall serve without compensation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Robert S. Donalson is appointed to serve on the Weslaco 100 Committee and the term will begin on September 6, 2017 and will expire on April 19, 2019.

PASSED AND APPROVED on this 5th day of September, 2017.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:

/s/Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

/s/Juan E. Gonzalez, CITY ATTORNEY

V. OLD BUSINESS

A. Discussion and consideration of playscape at Pecan Grove Park and authorize the Mayor to execute any related documents. Possible action. (This item was tabled on August 1 and August 15, 2017; Staffed by Parks and Recreation Department.)

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

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to discuss

Mike Perez, City Manager, stated John Jones, an original partner of the development, indicated a letter will be sent to the City proposing a non-warranty deed for \$12,500.00. The City Manager requested time to receive and review the letter. There was no action.

B. Discussion and consideration to adopt a policy for the Tower (El Tinaco) Light Annual Schedule and Tower Light Request Guidelines, and authorize the Mayor to execute any related documents. Possible action. (This item was tabled on August 15, 2017; staffed by Parks and Recreation Department.)

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

David Arce, Parks Director, reviewed the guidelines and schedule for lighting of the tower, including City events, football traditions, National holidays, and special occasion requests. Commissioner Muñoz suggested only national holidays be observed.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to approve as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration to approve Ordinance 2017-37 adopting the City of Weslaco's budget appropriation for the fiscal year October 1, 2017 to September 30, 2018 and authorize the Mayor to execute any related documents. First Reading of Ordinance 2017-37. ROLL CALL VOTE REQUIRED. Possible action. (Staffed by Finance Department.)

Maria Barrera, Finance Director, stated the budget as presented is balanced incorporating changes identified in the wrap up session and the Collective Bargaining Agreement as negotiated for Police with a small margin of \$2,857.00 revenues over expenditures. Staff recommends approval.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve Ordinance 2017-37 adopting the City of Weslaco's budget appropriation for the fiscal year October 1, 2017 to September 30, 2018 and authorized the Mayor to execute any related documents. By roll call vote the motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to approve Ordinance 2017-38 adopting and levying the ad valorem tax rate for the 2017-2018 fiscal year and authorize the Mayor to execute any related documents. First Reading of Ordinance 2017-38. ROLL CALL VOTE REQUIRED. Possible action. (Staffed by Finance Department.)

Mary Barrera recommended approval of the ordinance adopting \$.6667/100.00 as the ad valorem tax rate, with \$0.5146/\$100 for Maintenance & Operations and \$0.1521/\$100 for the payment of principal and interest. She stated a 2.76 percent increase in levy is a result of higher assessed property rates.

Commissioner Pedraza, seconded by Commissioner Kerr, moved to approve Ordinance 2017-38 adopting and levying the ad valorem tax rate for the 2017-2018 fiscal year as \$0.6667 per \$100.00, which is effectively a 2.76 percent increase in the tax rate and authorize the Mayor to execute any related documents. By roll call vote the motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve Ordinance 2017-39 ratifying the property tax increase reflected in the 2017-2018 fiscal year budget and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-39. Possible action. (Staffed by Finance Department.)

Mayr Barrera stated Section 102.007 of the Local Government Code requires when a budget is adopted raising more revenue than the previous year, a separate vote must be taken ratifying the action. Staff recommends approval.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to approve Ordinance 2017-39 ratifying the property tax increase reflected in the 2017-2018 fiscal year budget. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to authorize the submission of the Weslaco Mid Valley Airport's Fiscal Year 2017-2018 Texas Department of Transportation Grant for Routine Airport Maintenance Program, Project M1821WESL, in the amount not to exceed \$100,000.00

with a 50/50 cost share, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Andrew Muñoz, Aviation Director, stated the grant will allow reimbursement of eligible expenses for routine maintenance/improvement of airport including pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, fuel systems, hangars and terminal buildings. Staff recommends approval.

Commissioner Kerr, seconded by Commissioner Muñoz, moved to authorize the submission of the Weslaco Mid Valley Airport's Fiscal Year 2017-2018 Texas Department of Transportation Grant for Routine Airport Maintenance Program, Project M1821WESL, in the amount not to exceed \$100,000.00 with a 50/50 cost share and authorized the Mayor to execute any related documents. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration entering into an agreement with Alvarado Architects & Associates, Inc. for Architectural and Engineering Designs Services for the New Fire Station. Possible action. (Staffed by City Manager's Office.)

Commissioner Muñoz abstained from discussion and vote.

Andrew Muñoz stated the negotiated fee is 6.5% of the total construction cost, with the estimated budget set at \$500,000.00 approximating the design fee at \$32,500.00. Staff recommends approval of an agreement with Alvarado Architects & Associates, Inc. as negotiated.

Mayor Pro-Tem Tafolla, seconded by Commissioner Kerr, moved to approve an agreement with Alvarado Architects & Associates, Inc. for Architectural and Engineering Designs Services for the New Fire Station as presented. The motion carried with Commissioner Muñoz abstaining; Mayor Suarez was present and voting.

F. Presentation and consideration of park layout for North Side Park, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

David Arce, Parks Director, stated meetings of the Parks Advisory Board, staff and citizens have been held and the grant to Texas Parks and Wildlife is due by October 1, 2017. Andrew Heffner, landscape architect, reviewed the layout of the 47-acres consisting of a one mile walking trail 12-feet wide with 90 solar lights, 380 parking spaces, 2,000 square foot splash pad with shade canopies, 5-rental pavilions, 2-tennis courts, 1-covered basketball court, combination football/soccer fields with bleachers, fencing, 4-youth soccer fields, one sand volleyball court, 225-foot baseball fields, and amphitheater as well as two acres of natural habitat. The City Manager noted no funds presently are available for the baseball fields as this is a \$7 million total project with \$2.7 million identified in the Master Plan. The City is trying to partner support with non-profit organizations and Texas Parks and Wildlife with grants of \$500,000.00.

In response to Mayor and Commissioners, the development can preserve space for another recreational center like the Boys & Girls Club and special needs play equipment as future funds allow.

Mayor Pro-Tem Tafolla, seconded by Commissioner Noriega, moved to approve the park layout for North Side Park as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to adopt a policy for Weslaco City Cemetery rules and guideline enforcement, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

David Arce stated irrigation improvements are almost complete at the cemetery. Staff faces compliance with the adopted rules for the cemetery such as the size and orientation of head stones. The cemetery rules were posted by sign August 22 and individuals are advised at the time of purchase a city employee must be present to ensure compliance; however, non-compliance is a result of no permit and installation after hours.

Frances Villegas commented she purchased a 28x12 headstone that does not meet the guidelines; she has not yet installed it and requested an exception. Commissioner Noriega stated existing structures, included that purchased by Ms. Villegas, should remain as grandfathered but the rules need to be enforced. Mayor Suarez and Commissioners Muñoz and Pedraza stated standard uniformity is good for aesthetic and maintenance. David Arce stated staff will remove any item of value not permitted and store it while attempting to return to owner.

Commissioner Muñoz, seconded by Commissioner Pedraza, moved to adopt a policy for Weslaco City Cemetery rules and guideline enforcement, grandfathering permanent structures only. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to approve a renewal of a lease agreement with St. Joan of Arc Parish Hall for use of the parking lot north of City Hall and request for site improvements. Possible action. (Staffed by City Manager's Office.)

The City Manager stated Father Luis, St. Joan of Arc Parish Hall, proposes a 10-year renewal of the lease agreement for use of the parking lot contingent to improvements by the City that include re-pavement, striping, an additional exit, trimming of palm trees, sidewalk, landscaping on east side and flashing stop sign. Staff recommends approval as currently twenty employees park in that parking lot daily and all employees park there during election periods.

Mayor Pro-Tem Tafolla, seconded by Commissioner Muñoz, moved to approve renewal of lease agreement with St. Joan of Arc Parish Hall for use of the parking lot north of City Hall as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. REPORTS

A. Report by Weslaco Area Chamber of Commerce.

Doug Croft, Chamber CEO, reported the Chamber is concentrating on digital advertising, with 573,000 marketing impressions that month.

B. Report by Economic Development Corporation of Weslaco.

Marie McDermott, EDC Director, reported signage is installed announcing the UTRGV project and 150 backpacks were distributed despite cancellation of Alfresco. She is working with 60 leads translating into 1,315 jobs and \$150 million in investments.

C. Report by Severn Trent.

George Quilantan, Severn Trent, reported on improvements completed on Lift Stations #22, #17, #5, #51 and #48. Improvements include replacement of pumps and lids; a FEMA grant was received for five pumps.

D. Report by Planning and Code Enforcement.

Mardoqueo Hinojosa, City Engineer/Director of Planning, stated he is finalizing plans for Lift Station 37 that will include odor control features. Joe Pedraza, Health Official, reported 1,689 total animals admitted the reporting period: 25% were euthanized; 30% placed with rescue groups; and half relocated during Hurricane Harvey.

E. Report by Public Works.

Pete Garcia, Public Works Director, reported on cleaning/widening of drain ditches, utility cuts, and alleyways; also 15-fire hydrants replaced to date, 480-feet of sewer line installed and 2-manholes replaced. Over 18,000 sandbags were prepared.

F. Report by I.T.

Jose Pena, IT Director, reported on transitioning the phone service that will have a savings of \$120,000/year to the City; other projects include library website, mobile application, electronic ticket writers and airport surveillance. Targeted projects for next year include upgrade of the legislative room and Incode.

G. Report by Fire Department/Emergency Management.

Antonio Lopez, Fire Chief, reviewed preparedness during the threat of storm activity: emergency operations center activated August 24 with skeleton crew; August 25 emergency operations center ceased at 10 p.m. as threat of impending storm relocated; cost was \$35,000.00. The AMBUS licensed just last month was dispatched with Weslaco medics; 25 personnel on rotation shifts aiding relief efforts in Corpus Christi and Victoria evacuating nursing homes.

VIII. EXECUTIVE SESSION

At 7:32 p.m. Mayor Pro-Tem Tafolla, seconded by Commissioner Muñoz, moved the regular Meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:21 p.m. Mayor Suarez announced 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 §551.074 of the Texas Government Code.

There was no action on this item.

B. Potential Litigation - Consultation with City Attorney regarding Kincaid hangar as authorized by §551.071 of the Texas Government Code.

There was no action on this item.

C. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property being 17.78-acres net being the N820.04' out of Farm Tract 13 West Tract Subdivision, Weslaco, Hidalgo County, Texas as authorized by §551.072 of the Texas Local Government Code.

Mayor Pro-Tem Tafolla, seconded by Commissioner Muñoz, moved to authorize negotiations to enter into a contract for the property as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

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

There was no action on this item.

E. Pending litigation - Consultation with City Attorney regarding Super 8 hotel as authorized by §551.071 of the Texas Government Code.

F. Pending Litigation - Consultation with City Attorney related to the city's right-of-way for cell towers in City of McAllen et al v. State of Texas et al as authorized by §551.071 of the Texas Government Code.

There was no action on this item.

G. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to Project Chicken Hatch "B" as authorized by §551.087 of The Texas Government Code.

There was no action on this item.

H. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to Project Saddle as authorized by §551.087 of the Texas Government Code.

Mayor Pro-Tem Tafolla, seconded by Commissioner Muñoz, moved to authorize negotiation of a contract for construction and management services for Project Saddle as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

X. ADJOURNMENT

Commissioner Muñoz, seconded by Commissioner Pedraza, moved to adjourn at 8:22 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker

MAYOR PRO-TEM, Gerardo “Jerry” Tafolla

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

COMMISSIONER, Olga Noriega

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1037	
From:			
Subject: Ordinance 2017-29 authorizing a budget amendment as appropriate for the purchase of two (2) recycling trailers in an amount not to exceed \$30,000.00 and authorize the Mayor to execute any related documents. (First reading held June 20, 2017; Staffed by Public Works.)			
Background: Inadvertently, this ordinance did not receive second reading timely. We propose now to close out the fiscal year.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Budget Amendment 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 Pete Garcia Mary Barrera Mike Perez		Created/Initiated Approved Approved Final Approval	
City Manager Comments: Approval.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Budget Amendment, Ordinance 2017-29			
Responsibilities upon Approval: Staff recommends approval.			



BUDGET AMENDMENT #

(Round up all amounts to the nearest dollar)

Date

ORDINANCE 2017-29

AN ORDINANCE AMENDING ORDINANCE NUMBER 2016-31, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, FINDING NEED TO AMEND THE 2016-2017 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 2016-2017 budget; and

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

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

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

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

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

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

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

SECTION 4. APPROVAL. The 2016-2017 Official Budget, adopted by Ordinance 2016-31, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 20th day of June, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 19th day of September, 2017.

CITY OF WESLACO

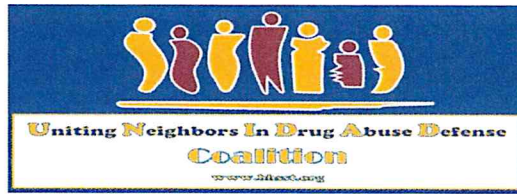
David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



UNITING NEIGHBORS IN DRUG ABUSE DEFENSE UNIDAD COALITION

*Eddie Quintanilla,
Chair*

A Hidalgo County coalition effort of the Behavioral Health Solutions of South Texas

*Olivia Perez,
Vice-Chair*

Memorandum of Understanding

*Ana Verley,
Secretary*

*Melissa Alviar,
Treasurer*

The Uniting Neighbors In Drug Abuse Defense (UNIDAD) Coalition's mission is to promote a drug free environment in Hidalgo County by bringing communities together through collaborative efforts. The UNIDAD Coalition and Weslaco Police Department (representing the Law Enforcement sector) agree to collaborate to increase prevention efforts focusing on reducing underage drinking, prescription drug abuse, synthetic, and marijuana use in Hidalgo County. Our collaborative efforts will serve to enhance community-planned and implementation of comprehensive prevention activities.

5510 N. Cage Blvd., Ste. R
Pharr, TX 78577
Phone: (956) 787-0004 Ext. 15
Fax: (956) 781-2233

Our commitment to this collaboration will consist of the following:

1. UNIDAD Coalition Staff will coordinate with UNIDAD Coalition members to conduct monthly coalition meetings; notify members in advance of coalition meeting schedule;
2. UNIDAD Coalition Staff will coordinate and provide training specific to coalition functions and focus;
3. Weslaco Police Department agrees to participate in implementing the Strategic Prevention Framework in an effort to ensure successful prevention activities are rendered. Activities to be completed by Weslaco Police Department include:
 - a. Attending all meetings related to sub-committee involvement
 - b. Provide assistance with epidemiological efforts
 - c. Provide assistance with media and education efforts
4. The UNIDAD Coalition Staff and Weslaco Police Department will cooperate fully by:
 - Notifying each other of local events such as health fairs, conferences, and/or celebrations that relate to or are in line with coalition efforts.
 - Offer networking assistance to strengthen prevention efforts in our community.
 - Refer individuals and/or agencies to each other for presentations and/or applicable resources.

5. All Behavioral Health Solutions of South Texas staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2).
6. Funding for these services is provided by a grant from the Texas Health and Human Services Commission and no other fees or cost will be incurred by the Weslaco Police Department.
7. This collaborative agreement will be enforced from September 01, 2017 through August 31, 2018 and may be amended or terminated by either party by submitting a written request at any time.

Chief Stephen Scot Mayer
Weslaco Police Department

Date

Eddie Quintanilla
Chairperson
UNIDAD Coalition

Date



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1218	
From:			
Subject: Authorization of the Finance Director to conduct any required audit of forfeiture funds as per Article 59.06 of the Code of Criminal Procedure. (Staffed by Finance Department.)			
Background: Any law enforcement agency that has the authority to receive property forfeited under Chapter 59 of the Code of Criminal Procedure is required to file an asset forfeiture reporting form with the Office of the Attorney General. This report must be audited by the governing body, but this authority can be delegated to the Finance Director. The typical process is to authorize the Finance Director to review the supporting documentation, prepare the report and attest that it is true and correct.			
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):			
Mary Barrera		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approval.			
Staff Recommendation: Recommend approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1223
From: Mardoqueo Hinojosa		
Subject: Authorization of solicitation of bids for the Rehabilitation of Lift Station No. 37 and authorize the Mayor to execute and related documents. (Staffed by Planning & Code Enforcement Department.)		
Background: Plans and Specifications have been completed for the Rehabilitation of Lift Station by City Staff and Consultant. Bids are due on September 28, 2017 by 3:00 pm.		
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):		
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approval.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Advertisement		
Responsibilities upon Approval: Staff will continue with procurement process.		



REQUEST FOR BIDS

The City of Weslaco is soliciting sealed Request for Bids; hereinafter referred to as RFB, to be received by the City's Purchasing Office located at 255 S. Kansas Avenue, Weslaco, Texas 78596. City of Weslaco normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays. A pre-bid conference will be conducted by the Owner /Engineer on Monday, September 25, 2017 at 11:00 a.m. The pre-bid conference shall be conducted at the City of Weslaco City Hall – Planning Conference Room located at, 255 S. Kansas Avenue, Weslaco, Texas 78596. Attendance by prospective Bidders is recommended for all general contractors submitting bids. Sub-contractors, suppliers, and equipment suppliers may attend.

The City of Weslaco will receive sealed bids for Rehabilitation of Lift Station 37 until 3:00 p.m. on Thursday September 28, 2017 addressed to the City of Weslaco's Purchasing Office, Weslaco City Hall, 255 S. Kansas Avenue, Weslaco, Texas 78596. The bids will be publicly opened and read aloud as near as practical after 3:00 p.m. on the date of submittal at the Weslaco City Hall. Bids received after closing time will be returned unopened. It is the responsibility of the submitter to see that any BID submitted shall have sufficient time to be received by the City's Purchasing Office prior to the BID opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the BIDS. BIDS will not be accepted by telephone or facsimile machine. All BIDS must bear original signatures and figures. The BID shall be for:

RFB # 2016-17-27 Rehabilitation of Lift Station 37

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR BIDS" notice in the mail or reading same in the newspaper are advised that the Bid Packets may be obtained from the office of City of Weslaco – Planning & Code Enforcement Department, 255 S. Kansas Avenue, Weslaco, Texas 78596, Phone No (956) 447-3403 for the amount established on Weslaco Master Fee Schedule. Additionally, BIDS can be downloaded from the City of Weslaco web page address: www.weslacotx.gov. General and/or Prime Contractors submitting bids and/or proposals to the City of Weslaco shall be non-refundable.

If you have any questions or require additional information regarding this RFB, please contact Mardoqueo Hinojosa, P.E., CFM, Planning Director/City Engineer, at (956) 447-3403.

Hand Delivered RFB'S:

Homer Rhodes
255 S. Kansas Avenue
C/o Purchasing Office

If using Land Courier (i.e. FedEx, UPS):

City of Weslaco
C/o Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596

If Mailing Proposals:

City of Weslaco
C/o Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596

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Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1227
From:		
Subject: Approval of the Election Services Contract with the Hidalgo County Elections Department to conduct the City of Weslaco General Election of November 7, 2017 pursuant to Texas Election Code Chapter 271, and authorize the Mayor to execute any related documents. (Staffed by City Secretary's Office.)		
Background: This allows the Hidalgo County Elections Department to conduct the City of Weslaco General Election on November 7, 2017, which includes managing the polling locations during early voting and election day and providing equipment and workers. The local ballot includes City Commissioner Districts 2 and 3. Extended hours for early voting will incur no additional cost to the City.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Elizabeth Walker Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approval.		
Staff Recommendation: Approve.		
Attachments, if any: Contract for Election Services		
Responsibilities upon Approval: Convey to County.		

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

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

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 7, 2017**.

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

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

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 7, 2017** election of the ENTITY(the “Election”); and

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

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

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

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

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

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

ARTICLE I
PURPOSE

- 1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 7, 2017**, and any Runoff election, if applicable.

ARTICLE II
SERVICES

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

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

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

2.02 The ENTITY shall be responsible for performing the following:

- (A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;
- (B) Pay the proportionate shared cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of \$14.00 per hour for Election Judges and \$12.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election, and pay the proportionate shared cost for training of Judges and Clerks at the rate of \$10.00 per hour per person (*additional cost for Early Voting extended hours requested by ENTITY will be paid proportionately by ENTITY when or if applicable*).
- (C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;
- (D) Canvass the Election results for the ENTITY'S governing body;
- (E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;
- (F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority of the Hidalgo County Elections Administrator to serve as custodian of voted ballots and other election records.
- (G) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;
- (H) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.
- (I) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.
- (J) Maintain all features of facilities and equipment (including, but not limited to, permanent equipment such as lifts and elevators, and temporary equipment such as portable ramps, traffic cones, signs, wedges, and door stops) that are required to make polling places accessible to and usable by persons with disabilities during the Early Vote, Election Day, and Runoff Election period(s).

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

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

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

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

ARTICLE V
TERM

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

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services as provided in the attached Exhibit "A":

- 6.01 Verity Touch Voting Machines:
- A. One base charge of \$150.00 for Coding Verity Touch ballot for voting machines, a \$25 additional charge per additional ballot styles and a minimum of a \$10 charge for Request Changes on Coded Ballot;
 - B. Base charge for Audio Setup of \$300 for English/Spanish;
 - C. A \$10.00 recording fee for Audio Files for each Contest and/or Office;
 - D. A \$10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
 - E. A \$10.00 recording fee for Audio Files for each Candidate and/or Responses;
 - F. Cost of creating election media, such as, but not limited to V-drives, Verity Keys; etc at \$100.00 per location.
 - G. The amount of \$150.00 leasing fee for each Verity Controller, a \$150.00 leasing fee for each Verity Touch and \$150.00 leasing fee for each Verity Touch Access (shared cost);
 - H. Cost of delivery and pick-up of Verity Touch voting equipment for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
 - I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

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

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

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

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

6.06 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at \$14.00 per hour for Election Judge, \$12.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at \$10.00 per hour per person;

6.07 Pay for the cost of the Ballot Board judge at \$14.00 per hour and Ballot Board clerks at \$12.00 per hour;

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

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

6.10 Billing:

- A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit "A" and which is made part of this agreement.
- B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).
- C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
- D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

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

David Suarez
Mayor
City of Weslaco
255 South Kansas Avenue
Weslaco, Texas 78596

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

ARTICLE VII

- 7.01 ANY CITY, SCHOOL DISTRICT OR ENTITY LEASING ELECTION EQUIPMENT SHALL BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF COUNTY PROPERTY AND FURTHER AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR THE REPAIR OF ANY LOST, STOLEN, DESTROYED OR DAMAGED ELECTION EQUIPMENT.

ARTICLE VIII GENERAL PROVISIONS

- 8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
- 8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.
- 8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2017

APPROVAL COUNTY OF HIDALGO:

CITY OF WESLACO
ENTITY

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: _____

PRINT: DAVID SAUREZ

TITLE: MAYOR

ATTEST:

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

BY: _____

PRINT: _____

TITLE: _____

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA,
Assistant District Attorney



2017 Hidalgo County Elections Contract Estimate Calculator

(*Shared cost with County)

**PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY ENTITY'S QUESTIONNAIRE**

ELECTION: City of Weslaco Commissioner District 2 & 3		DATE: November 7, 2017			
6.01	Coding Services for HART Intercivic	Price	Quantity	Total	
A	Base Charge: Ballot Coding	\$150.00	1	\$150.00	
A	Additional Ballot Style(s)	\$25.00	0	\$0.00	
A	Request Change on Coding Ballot	\$10.00	0	\$0.00	
B	Audio Files Set up Charge English/ Spanish	\$300.00	1	\$300.00	
C	Audio Files (Per Contest/Office)	\$10.00	2	\$20.00	
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	\$10.00	0	\$0.00	
E	Audio Files (Per Candidate/ Responses)	\$10.00	6	\$60.00	
F	*Election Media per Polling Location(s)	\$100.00	2	\$100.00	
G	*Verity Controller	\$150.00	4	\$300.00	
G	*Verity Touch Voting Machine(s)	\$150.00	24	\$1,800.00	
G	*Verity Touch Access Voting Machine(s)	\$150.00	4	\$300.00	
H	Delivery/ Pick-up Fee (includes Mileage)	\$650.00	1	\$650.00	
Total iVotronic Coding Charges				\$3,680.00	
6.02	Electronic Poll Book (VoteSafe)	Price	Quantity	Total	
A	*Voter Registration Database Access (Per Day)	\$100.00	13	\$650.00	
B	*EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	\$150.00	4	\$300.00	
C	Printer Labels (6,795 per vote)	\$0.03	13,590	\$407.70	
D	Username/Password - Per Polling Location	\$20.00	2	\$40.00	
Total Electronic Poll Book Charges				\$1,397.70	
6.03	Supplies	Price	Quantity	Total	
	Early Voting Combination Forms	\$0.55	150	\$82.50	
	Election Day Combination Forms	\$0.55	150	\$82.50	
	*Election Judge Kit for Early Voting	\$70.00	1	\$35.00	
	*Election Judge Kit for Election Day	\$70.00	1	\$35.00	
	Verity Access Thermal Code paper	\$0.10	6,795	\$679.50	
	Polling Location Map(s)	\$17.00	2	\$34.00	
	100 Sample ballots provided. Additional Copies of Sample Ballots @ \$0.20 each.	\$0.20	400	\$80.00	
Total Supplies Charges				\$1,028.50	
6.04	Mail & Ballot Service	Price	Quantity	Total	
	Mail-in-Ballot Applications	\$0.25	300	\$75.00	
	Paper Ballots for Mail-in-Ballots and Provisionals	\$0.40	500	\$200.00	
	Mail-in-Ballots Kit(s) per request	\$2.00	300	\$600.00	
	Postage Mail-in-Ballots (per request)	\$0.61	300	\$183.00	
	Correspondence Postage	\$0.46	1	0.46	
Total Mail & Ballot Service Charges				\$1,058.46	
6.05	Advertisements/Notices	Price	Quantity	Total	
	The Monitor newspaper	\$1,800.00	1	\$1,800.00	
	Local newspaper		0	\$0.00	
Total Advertisement/Notice Charges				\$1,800.00	
6.06	Payroll for Training and Election Poll Workers	Price	Total		
	*Payroll for Early Voting Employees	\$21,888.50	\$10,944.25		
	Payroll for Early Voting Employees Extended Hours (No Charge)	\$5,256.00	\$0.00		
	*Payroll for Election Day Employees	\$2,361.00	\$1,180.50		
Total Payroll Charges				\$12,124.75	
6.07	Payroll for Ballot Board	Price	Quantity	Total	
	Ballot Board	\$350.00	1	\$350.00	
Total Ballot Board Charges				\$350.00	
6.08	Insurance	Hourly rate	Workers	Hours wrk	Total
	Liability insurance for Early Voting Supervisors	\$ 14.00	1	149.75	\$4.19
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	\$ 12.00	11	1647.25	\$434.87
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	\$ 14.00	1	16	\$0.45
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	\$ 12.00	11	176	\$46.46
	(hourly rate X workers X hrs worked X 0.002)				
Total Insurance Charges				\$485.97	
6.09	Cell Phones	Price	Quantity	Total	
	Verizon Wireless phone (subject to change without notice)	\$45.00	2	\$90.00	
Total Cell Phone Charges				\$90.00	
6.10	Subtotal			\$22,015.38	
	Administrative Fees (10%)			\$2,201.54	
	ESTIMATED GRAND TOTAL			\$24,216.92	



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1230	
From:			
Subject: Approval of Resolution 2017-62 on the submission of an application grant to the Office of the Governor Criminal Justice Division from the Weslaco Fire Department for Rifle-Resistant Body Armor Grant Program and authorize the Mayor to execute any related documents. (Staffed by the Fire Department.)			
Background: Discussion and consideration to authorize the Weslaco Fire Department to apply for rifle-resistant body armor through the Office of the Governor Criminal Justice Division.			
Funding Source (budget code, if applicable): Office of the Governor Criminal Justice Division			
Amount: \$1,000.00	Term of Impact: 1	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):			
Melissa Valdez Antonio Lopez Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approval.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: SenateBill12, Letter to Office of the Governor, BG-Rifle Vests, BP1335IV, BP1338III, Safariland Shoot Report, Safariland4up, WFDSB12 Quote, Resolution 2017-62			
Responsibilities upon Approval: Weslaco Fire Department will ensure grant compliance.			

Senate Bill 12

Page 7 of PDF. We need to work up a Use & Care for ASK to help agencies with below requirements.

Required Agency Policies. As required by Chapter 772.0073, Texas Government Code (as passed in Senate Bill 12), an eligible organization may apply for grant funds only after its law enforcement agency adopts a policy addressing the:

- 1) Deployment and allocation of vests or plates to its officers; and
- 2) Usage of vests or plates by its officers.

1). Deployment and allocation suggestions/example(s):

- External plate carrier, set of rifle plates (2), ID panels (2) and pouch set will be issued to each officer on the department/agency
- Serial numbers from each plate will be recorded and registered with the manufacturer and recorded with the department/agency
- External plate carriers, plated and accessories will be maintained per manufacturer recommendations
- At the time of issuance, each officer will be shown proper wear of the carrier system and plates
- External plate carriers will be worn in addition to, **not in lieu of**, soft body armor.
- Issued plates will conform to NIJ 0101.06 Type IV standards or NIJ 0101.06 Type III.
- Manufacturer specifications and NIJ CPL information will be recorded and stored with the department/agency
- Plate carriers must have a front and back plate.
- Removal of back plates is not authorized.

2). Usage of vests or plates suggestions/example(s):

- Officers may don their external plate carriers whenever they feel that extra ballistic protection is warranted. Plate carriers will not be worn during routine police operations.
- External plate carriers will be issued to officers assigned to regular patrol shifts. External plate carriers may be issued to other specialized units at the division commander's discretion.
- External plate carriers will be set up with a Body Worn Camera mount that is located in such a manner that it does not interfere with deployment of a long gun. Officers will transition their BWC from their uniform to the external carrier, as they deploy, if time permits
- Periodic training will be conducted wearing external plate carriers w/accessories and plates (firearms qualifications, practical exercises, etc.)
- External plates and carriers will be inspected on a regular basis to insure proper care and condition

CJD requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. CJD also requires that the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty to minimize the heat damage to the armor.

Mandatory Training on Proper care:

- Each officer will receive warranty information card and proper care guidelines at the time of issuance
- This information card is provided by Safariland/Protech
- Avoid exposure to chemicals and/or solvents other than approved cleaning agents
- Avoid storage in direct sunlight for prolonged periods of time
- Avoid storage in damp areas
- Avoid misuse or mishandling as this might damage the plates and carrier

Fitting:

- Safariland/Protech carriers come in various sizes based on the officers build
- A Safariland/Protech representative or authorized distributor representative will fit all officers at the time of purchase

Inspection:

- Frequent visual inspection of the Hard Armor Plate is recommended
- Torque test by twisting and pinching the edges of the Hard Armor Plate to check for any cracks, breaks, or any other imperfections while listening for any crunching or grinding noise in the Hard Armor Plate
- Immediately seek evaluation and DO NOT USE if any flaws are discovered during inspection.
- Frequent inspection of the external carrier and accessories is recommended

Storage:

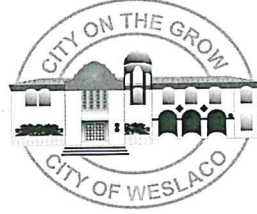
- Make sure your plates and carriers are stored clean, dry and out of direct sunlight
- Do not place anything on top of your carrier and plates
- Never store your plates and carriers in the trunk or backseat of your car

Maintenance:

- Remove your plates and all components before cleaning your carrier (ID panels, pouches and contents, etc.)
- Detach all fixed hook and loop fixtures separating the front and back carriers
- Carefully clean with damp cloth or soft brush, mild detergent or anti-microbial soap
- Wipe off access detergent with a soft damp cloth
- Never clean as a complete system
- Never dry clean, commercial laundry or expose to bleach or vapor
- Place on a hanger indoors and allow the carrier to fully dry before use
- Never use a dryer to dry the vest/carrier

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Gerardo "Jerry" Tafolla, Mayor Pro-Tem, District 4
Leo Munoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Olga Noriega, Commissioner, District 3
Leticia Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike Perez, City Manager

September 8, 2017

Office of the Governor,

I am the head of an agency or department (Weslaco Fire Department) that detains individuals after arrest for a criminal violation and I certify that my department participates fully, and will continue for a period no less than two years from the date of this letter to participate fully in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (DHS) to: (1) notify DHS of all information requested by DHS related to illegal aliens in the custody of the Grantee; and (2) detain such aliens in accordance with requests by DHS.

I certify that my department does not have, and will continue not to have for a period no less than two years from the date of this letter, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Grantee's receipt of or DHS's issuance of detainer requests.

I further certify that my department does not have, and will continue not to have for a period no less than two years from the date of this letter, any policy, procedure, or agreement (written or unwritten) that in any way limits or restricts the Grantee's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in the custody of the Grantee; and (2) detain such aliens in accordance with requests by DHS.

I acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating this grant and any other grant made by the OOG to the Grantee's county or municipality. I acknowledge that the Grantee will be required to return all funds received by OOG for any grant terminated under this certification.

Additionally, I acknowledge that it will remain ineligible for future OOG funding until it can provide satisfactory evidence that the jurisdiction has been in compliance with this requirement for a period of at least one year.


Antonio Lopez LP, Fire Chief / EMC



Office of the Governor
Criminal Justice Division

Funding Announcement:
***Rifle-Resistant Body Armor Grant
Program***

July 7th, 2017

Opportunity Snapshot

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

Purpose

The purpose of this announcement is to solicit applications for projects that equip law enforcement officers at risk of shootings with rifle-resistant body armor.

Eligible Funding Areas

Funds may be used by eligible law enforcement agencies to equip eligible law enforcement officers with bullet-resistant personal body armor compliant with the National Institute of Justice (NIJ) standard for rifle protection.

Funds Available

It is anticipated that up to \$25M may be funded under this announcement.

Process

Applicants will respond to this funding announcement by completing an application in eGrants <https://eGrants@gov.texas.gov>.

Budget

There is no minimum or maximum request under this program, however, applicants should consider the overall availability of funds and CJD's desire to provide resources to as many departments as possible. Funds may only be used to obtain body armor, including bulletproof vests, ballistic plates, and plate carriers.

Match

There is no match requirement under this program.

Project Periods

All projects must begin between January 1 and March 1, 2018. A project period may not exceed 12 months.

Organizational Eligibility

Applications may be submitted by the Texas Department of Public Safety, and units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure, including municipalities, counties, independent school districts, universities, colleges, federally recognized Native American tribes, community college and hospital districts. Legislation authorizing this program does not allow for applications from state-level institutions of higher education, as defined by Sec. 61.003(8), Texas Education Code. Public junior colleges or community colleges supported by local taxing districts and that operate local law enforcement agencies may apply under this grant program.

Contact Information

If additional information is needed, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

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Rifle-Resistant Body Armor Grant Program

In response to the July 7th, 2016 shooting of police officers in Dallas, Texas, Senate Bill 12 was passed during the 85th Legislature Regular Session. On May 27th, 2017, Governor Abbott signed Senate Bill 12 into law which authorized the Criminal Justice Division (CJD) of the Governor's Office to create a grant program to assist agencies in the purchase of rifle-resistant body armor. CJD is now accepting applications for projects under this program to increase the safety of Texas law enforcement officers and prevent further loss of life in active shooter situations.

If you are interested in applying for a grant under this program, follow the four-step process outlined below.

- **Step One - Review the Process:** Get familiar with the funding announcement and the process used for this particular program.
- **Step Two - Consider the Requirements:** Consider the eligibility requirements as well as what will be required of successful applicants.
- **Step Three - Apply in eGrants.** Compile and submit your grant application. To understand how to apply online or to register for the system go to <https://eGrants@gov.texas.gov>.
- **Step Four – Funding Decisions and Grant Acceptance.** Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

Step 1: Review the Process

Timeline

Action	Date
Funding Announcement Release	July 7, 2017
Online System Opening Date	July 7, 2017
Final Date to Submit an Application	September 6, 2017 5PM CST
Earliest Start Date	January 1, 2018
Latest Start Date	March 1, 2018

Submission Method

Applicants must submit applications through via eGrants ([eGrants.gov.texas.gov](https://eGrants@gov.texas.gov)) by the deadline above.

Step 2: Consider the Requirements

Organizational Eligibility

Applications may be submitted by the Texas Department of Public Safety and units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure, including municipalities, counties, independent school districts, universities, colleges, federally recognized Native American tribes, and hospital districts.

Legislation authorizing this program does not allow for applications from state-level institutions of higher education, as defined by Sec. 61.003(8), Texas Education Code. Public junior colleges or community colleges supported by local taxing districts and that operate local law enforcement agencies may apply under this grant program.

State agencies other than the Texas Department of Public Safety are not authorized under law to apply for funds under this grant program.

Funding and Project Period Limits

It is anticipated that up to \$25 million may be funded under this announcement. This amount represents the full level of funding available. (Funds are authorized under Senate Bill 12 and appropriated by the 85th Legislature.) The number and amount of awards will depend upon the reasonableness of costs of individual, eligible applications, and the total volume of applications received.

A project funded may not exceed a one-year grant period.

Match Requirement

There is no match requirement under this program.

Eligible Expenses

Eligible equipment. Grant funds are restricted to obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

Eligible purchase models. Funds may be used for the outright purchase of eligible equipment, or other supply-service or subscription models. However, grant funds are restricted to the one-year project period, and costs for any subscription models or additional extended warranties that extend beyond the project period must be prorated to correspond to the project period.

Eligible officers to equip. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant. Funds may not be used to equip officers employed by other agencies that are not eligible to apply. CJD may prioritize the equipping of certain types of officers or applicants if the total requested funds exceed the funds appropriated by the Legislature. (See “Selection and Fund Allocation Criteria” below under Step 4.) Only one set of body armor (partial or complete) per officer may be purchased.

Equipment purchasing. The Texas Comptroller of Public Accounts' Statewide Procurement Division (SPD) has developed a list of Bullet Proof Vest and Body Armor that local government members may order on [Texas SmartBuy](http://www.txsmartbuy.com/) (<http://www.txsmartbuy.com/>). Grantees may find more information about available products and get assistance with purchasing equipment on the [SB12 Body Armor web page](http://comptroller.texas.gov/purchasing/contracts/body-armor.php) (<http://comptroller.texas.gov/purchasing/contracts/body-armor.php>), or contact SPD for help in evaluating vendor offers against the pricing on statewide contracts.

Because CJD is attempting to equip the maximum number of law enforcement officers in Texas, if the total funding requested by applicants exceeds available funding, applicants with more reasonable and competitive project budgets may receive priority. Not all body armor listed at the Comptroller's website complies with the requirements of this grant program. Grantees must follow their approved agency procurement policies that reflect applicable state and local laws and regulations before purchase of equipment.

Ineligible Costs and Activities

Costs under this grant program are strictly limited to the procurement of eligible body armor. Grant funds may not be used to support services, activities, and costs including but not limited to:

- 1) Salaries or personnel costs, including any portion of the salary of, or any other compensation for an elected or appointed government official;
- 2) Supplanting or use of grant funds to replace any other existing federal, state or local funds;
- 3) Indirect costs;
- 4) Training and/or maintenance costs;
- 5) Travel;
- 6) Any costs ancillary to the purchase of eligible body armor, such as policy development, training costs, staff, or any other item determined ineligible or unreasonable by CJD;
- 7) Any other prohibition imposed by federal, state, or local law.

Reporting Requirements

Financial Report. At the end of each state fiscal quarter during the one-year grant period, grantees will be required to submit a financial status report via eGrants in the format required by CJD.

Progress Report. Grantees will be required to submit a single close-out report via the Public Policy Research Institute at Texas A&M University (<https://ppri.tamu.edu/>) 12 months after their project start date. Close-out reports will be very brief and will principally ask for:

- 1) Number of officers employed by the law enforcement agency;
- 2) Number of officers equipped with NIJ-compliant level III & IV body armor; and
- 3) A brief description of any shooting events in which an officer equipped with body armor purchased with grant funds was struck by gunfire.

Program-Specific Requirements

Required Agency Policies. As required by Chapter 772.0073, Texas Government Code (as passed in Senate Bill 12), an eligible organization may apply for grant funds only after its law enforcement agency adopts a policy addressing the:

- 1) Deployment and allocation of vests or plates to its officers; and
- 2) Usage of vests or plates by its officers.

CJD requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. CJD also requires that the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See [*“A Practitioner’s Guide To the 2011 National Body Armor Survey of Law Enforcement Officers”*](#) for more information.

NIJ Body Armor Standards. Body armor purchased with grant funds must comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers. Grantees are responsible for ensuring that any purchases meet this requirement and must certify compliance at the time of application.

Personally Fitted Vest Requirement. All body armor vests purchased with grant funds must be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. “Personally fitted” does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([*Active Standard ASTM E3003*](#)) available at no cost. The [*Personal Armor Fit Assessment checklist*](#), is excerpted from ASTM E3003.

Grantees are responsible for ensuring that all purchases meet this requirement and must certify compliance at the time of application.

Standard CJD Requirements

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

Uniform Crime Reports. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

Criminal History Reporting. The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2012 through 2016 as of August 31, 2017

Immigration and Customs Enforcement Requests: An application requirement pertaining to full compliance with Department of Homeland Security detainer requests applies to all municipal or county governments that operate a subdivision or department that detains individuals after arrest for a criminal violation. Full text of this certification can be found on the Narrative tab of each application or at http://gov.texas.gov/cjd/dhs_detainerrequest. All applicants must select one of four options in their eGrants application to be considered for funding under this announcement.

Step 3: Apply via eGrants

Basics

To apply to CJD for these grants, you must complete or make sure you have already completed some standard requirements. All of the following are needed to apply within eGrants:

- Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>).
- Applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/> and maintain an active registration throughout the grant period.
- Applicants must have or register for an account in eGrants eGrants@gov.texas.gov.

Profile Tab – Grant.Vendor Sub-Tab Direct Deposit Procedures

New Direct Deposit procedures: Applicants must upload the required [Direct Deposit forms](#), [New Payee Identification Form](#), and [W9 Form](#) for each application prior to submission. The eGrants system will not allow an application submission until these forms are attached to the application. These forms are available at <https://egrants.gov.texas.gov/updates.aspx> under the Financial Management Tools section or by clicking on the hyperlinks above.

Narrative Tab – Program-Specific Questions

Applicants must enter the number of officers currently employed by the agency, the number of officers currently equipped with Type III and Type IV body armor, and the number proposed to be equipped under the grant for the following four categories:

- 1) Officers within a tactical response (SWAT-style) unit or specifically assigned tactical response duties;

- 2) Officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles, are primary responders to calls for assistance from the public, or execute arrest or search warrants for criminal offenses;
- 3) All other officers employed by the agency;
- 4) All other reserve officers.

Narrative Tab – Required Certifications

There are a variety of certifications on the eGrants application that applicants are required to make when submitting their application. Applicants should carefully review these certifications, which are also found in this funding announcement’s “Appendix A: Required Certifications”.

Narrative Tab – Project Narrative

The eGrants system contains nine narrative boxes, but only one is required for this grant program. Using the headings indicated below in bold type, applicants should use the “Project Abstract” box, to describe:

- 1) **Duties.** The duties of the four categories of officers proposed to be equipped under the project, including how those duties would expose the officers to gunfire that necessitates Type III and Type IV body armor.
- 2) **History.** Any recent history of shootings that demonstrates the need for Type III and Type IV body armor.
- 3) **Non-Tactical/Patrol/Warrant-Serving Duties.** If the project proposes equipment for reserve officers and/or officers not engaged in tactical response duties, regular patrol, response to calls for assistance, or the execution of warrants related to criminal offenses, why such officers have a need for this level of body armor.
- 4) **Multi-Agency Breakdown.** If the project will equip more than one agency operated by an applicant, how many of each category of officer (tactical response officers; patrol/response/warrant-serving officers; other employed officers; other reserve officers) work in each agency. (For example, if a county’s application contains equipment for officers in a constable’s office and a sheriff’s office, those total should be broken-out here.)

Applicants should enter “n/a” in all other project narrative boxes.

Activities Tab – CJD Purpose Areas

Applicants must estimate the percentage of time officers proposed to be equipped under their project will be specifically assigned to:

- 1) Educational campuses;
- 2) Jails or prisons;
- 3) Juvenile facilities (not regular K-12 or college campuses);
- 4) Victim services facilities;
- 5) General (all other areas)

Activities Tab – Fund Source Information and Requirements

If the officers to be equipped with grant funds are explicitly assigned to specific educational campuses (K-12 or higher education), the applicant must enter the TOTAL students at ALL campuses that will be served by the project.

Activities Tab – OOG-Defined Project Activity Area

Applicants should assign 100% of their project activity to “Equipment and Technology”. For the Description of Activity, “Equipping officers with Type III and Type IV body armor” is sufficient.

Measures Tab

There are no additional measures required for this grant program.

Submit.Application and Certify.Application Tabs

After completing the application, submit the application by selecting the “Submit Initial Application” button on the bottom of the Submit.Application tab. (If your application is missing information, a list of errors will appear on the Submit.Application tab.)

After the initial submission, the project officials will receive an email notification. The Authorized Official must then log-in to the application and certify the application by selecting the “Certify Official Application” button at the bottom of the Certify.Application tab (only visible once the application has been initially submitted).

Applications are not complete until the Authorized Official has CERTIFIED the application, and they must do so BEFORE the application deadline.

For support documents and “how-to” videos and other resources, including the Guide to Creating an Application, see the eGrants support page at <https://egrants.gov.texas.gov/updates.aspx>.

Step 4: Review your Funding Decision

Selection and Fund Allocation Criteria

CJD will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, CJD will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

In the event that the total requested funds exceed available funding, CJD may also prioritize applications for municipal police departments, sheriff’s offices, or – within projects – officers engaged in tactical response and regular patrol/response or warrant-execution duties.

Final Decisions – All Projects: The executive director will consider the analysis described above along with other factors and make all final funding decisions. Other factors may include need, cost

effectiveness, overall funds availability, CJD or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

CJD may not fund all applications or may only award part of the amount requested. Per Title 1, Section 3.9 of the Texas Administrative Code, all funding decisions made by the executive director are final and are not subject to appeal. The receipt of an application by CJD does not obligate CJD to fund the grant or to fund it at the amount requested.

Announcements

After CJD makes final funding decisions, each applicant will receive either an unfunded notice, a preliminary decision notification, or a final grant award. The award will provide all of the conditions and requirements of the grant. Release of final grant awards are always contingent on CJD's receipt of the federal grant award under which the program is funded and CJD cannot release or guarantee funding to any applicant until that award is received and acceptance is processed and a determination is made that adequate funding is available. All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirements apply.

Appendix: Required Certifications

Applicants must certify that they will comply with the following requirements to the extent that they are applicable. CJD, at its sole discretion, will determine the applicability of requirements:

A. Constitutional Compliance: Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

B. Required Agency Policies: Applicant assures that it has adopted policies addressing the deployment and allocation of vests or plates to its officers; and the usage of vests or plates by its officers. CJD requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. CJD also requires the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty in order to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See [“A Practitioner’s Guide To the 2011 National Body Armor Survey of Law Enforcement Officers”](#) For more information.

C. NIJ Body Armor Standards. Applicant assures that body armor purchased with grant funds will comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

D. Personally Fitted Vest Requirement. Applicant assures that all body armor vests purchased with grant funds will be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. “Personally fitted” does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) available at no cost. The [Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

E. Uniform Crime Reports: Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the twelve previous months.

F. Criminal History Reporting: The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2012 through 2016, as of August 31, 2017.

G. Immigration and Customs Enforcement Requests: The full text of this certification is found at http://gov.texas.gov/cjd/dhs_detainerrequest. To be in compliance with this requirement, any county or municipal government that includes a department that detains individuals after arrest for a criminal violation must provide a letter signed by the head of each such department certifying to the requirements. This letter may be used for any application submitted to OOG for a period of up to two years from the date it is signed. If the applicant has submitted a letter to CJD in the prior year, that letter meets the requirement of this section. If that period expires during the project period of any grant, the grantee must submit an updated letter for each such grant to remain in compliance with this requirement. All applicants must select one of the following options:

- Applicant is not a county or municipal government.
- Applicant is a county or municipal government and does not include any department that detains individuals after arrest for a criminal violation at any time.
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. Letters certifying compliance and signed by the heads of all such departments have been uploaded to this application.
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. The Authorized Official has read the certification found at http://gov.texas.gov/cjd/dhs_detainerrequest. Further, the Authorized Official will not be submitting signed letters certifying compliance from the heads of all such departments and understands that failure to comply with this certification may result in OOG, at its sole discretion, rejecting this application and any other application from the relevant county or municipal government.

H. Civil Rights Liaison: A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Overall Certification: Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD funding announcement and *Criminal Justice Division & Homeland Security Grants Division Grantee Conditions and Responsibilities* document to be eligible for this program.

About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where we are always ready with answers, not burdensome restrictions or requirements.

CJD is providing over \$250 million in funding to hundreds of organizations during state fiscal year 2016 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.

Version 5: July 1ss, 2017

United Shield International has assembled a unique package for immediate active shooter response. This Level IV Active Shooter package includes (2) Zeta 6h NIJ 0101.06 certified Stand Alone Ballistic Plates and (1) carrier option with Police Placard:

- RPSS – Rifle Plate Suspension System
- Police Placard (Front and Back)

This carrier gives the end user the ability to have a one size fits all vest, with molle attachments.

This Package allows the operator to enter the battle immediately with maximum protection, above and beyond the standard level of protection offered by the standard issued Soft body armor.

The Level IV plates are ergonomically designed to offer the user NIJ 0101.06 certified stand alone protection from the following threats.

- | | |
|---------------------|---------------------|
| -7.62 NATO AP | -7.62 x 63 B-32 API |
| -7.62 x 63 AP(M2AP) | -30.06 APM2 |
| -5.56 x 63 JSP | -7.62 x 54R LPS |

Zeta 6h



10" x 12" – 7.6lbs

RPSS



United Shield International has assembled a unique package for immediate active shooter response. This Level III+ Active Shooter package includes (2) Delta + 6h NIJ 0101.06 certified Stand Alone Ballistic Plates and (1) carrier option with Police Placard:

- RPSS – Rifle Plate Suspension System
- Police Placard (Front and Back)

These carrier options give the end user the ability to customize their package to their unique needs.

This Package allows the operator to enter the battle immediately with maximum protection, above and beyond the standard level of protection offered by the standard issued Soft body armor.

The Level III+ plates are ergonomically designed to offer the user NIJ 01.01.06 certified stand alone protection from the following threats.

- 7.62 x 51 – M80 NATO Ball
- 7.62 x 54R LPS
- 7.62 x 39 – 123gr AK47
- 7.63 x 63 - JSP
- 5.56 x 45 – 55gr M193

Delta + 6h



10" x 12" – 3.1lbs

RPSS



THE SAFARILAND GROUP "Together we save lives"

Ballistic Field Demonstration

Safariland's Protech, Hardwire and Hesco Level III and IV plates

28-Jun-17
Purpose: Field demonstration of the level II and IV plates against duty and street threats
Agency Monitors: Harris COSO and local LE agencies
Distributor: Cop Shop
Armor Specialists: Keith Fahl, Gabby Finlay, Shannon Couch

SHOT	WEAPON	CARTRIDGE/DESCRIPTION	VELOCITY 1	VELOCITY 2	RESULT	BFS
Protech 2120 Level III ceramic plate						
1	AR 16"	.223 Fed 62 bonded SP	2665		stop	
2	AR 16"	5.56 M855 Green Tip	2015		stop	
3	AK	7.62x39 Wolf 123 steel jacket HP	2313		stop	
4	SR25 16"	.308 Fed 168 BTHP	2488		stop	
Protech 2113 Level III 100% poly plate						
2	AR 16"	.223 Fed 62 bonded SP	nc		stop	
3	AR 16"	5.56 M193 FMJ	3123		stop	
4	AK	7.62x39 Wolf 123 steel jacket HP	nc		stop	
5	SR25 16"	.308 Fed 168 BTHP	nc		stop	
6	AR 16"	5.56 M193 FMJ	nc		stop	
7	AR 16"	5.56 M193 FMJ	nc		stop	
Hesco 4400 Level IV ceramic plate						
1	AR 16"	.223 Fed 62 bonded SP	nc		stop	
2	AR 16"	5.56 M855 Green Tip	nc		stop	
3	AK	7.62x39 Wolf 123 steel jacket HP	nc		stop	
4	SR25 16"	.308 Fed 168 BTHP	nc		stop	
Hardwire Level III 100% poly plate						
1	AR 16"	.223 Fed 62 bonded SP	nc		stop	
2	AR 16"	5.56 M193 FMJ	nc		stop	
3	AK	7.62x39 Win 123 FNJ	nc		stop	
4	SR25 16"	.308 Fed 168 BTHP	nc		stop	

The Field Demonstration is not intended to replicate or substitute testing in accordance with NIJ 2005 Interim or NIJ Standard-0101.06 requirements. Safariland recommends that agencies refer to the model's Compliance Testing at an NIJ-approved laboratory for performance evaluation of the model. Field Demonstrations are only intended to allow attendees to witness duty and regionally recognized special threat rounds shot against Safariland Armor packages in a street-type setting. A copy of the model's compliance documentation and/or independent laboratory testing is available for Safariland's armor models upon request.

* NC ROUND NOT CHRONOGRAPHED

*PB SHOTS FIRED @ POINT BLANK RANGE (1-3 FEET)

*BFS BACK FACE SIGNATURE (deformation)

"EXPORT CONTROLLED DATA. These commodities, technology or software are controlled for export in accordance with U.S. Export Administration Regulations. Diversion contrary to U.S. law is prohibited"



TACTICAL PLATE RACKS



Shown with optional FirstSpear® Tubes closure system and Triple M4 Carry Mag Advanced Webless System

TAC™ PH PLATE HARNESS

\$110

- Dynamic active shooter plate harness with design upgrades developed for enhanced fit, form and function
- 10"x12" front and back plate pockets
- Adjustable shoulder straps
- Low profile FirstSpear® Tubes™ side closure
- Keeper loops for excess side strap management
- Reinforced extraction strap
- Available Colors: Black, Navy, Tactical Green, Ranger Green, Tan and MultiCam
- Includes front & back ID Panels

TAC™ PR PLATE RACK

\$159

- Optimal first responder plate rack tried and true among domestic US agencies
- Adjustable cummerbund for additional accessory attachment and unrivaled speed donning with integrated pull-strap system
- 10"x12" front and back plate pockets featuring bottom-load orientation
- Officer extraction strap
- Interior padding for long-wear comfort
- Available Colors: Black, Navy, Ranger Green, Tan, MultiCam®, Tactical Green, Coyote
- Includes front & back ID Panels

SHIFT 360™ SCALABLE PLATE RACK SYSTEM

\$165 TMW
\$266 TMW FS

- Highest speed and most dynamic situational scalable system on the market
- Dual internal bottom loading armor panel or plate pocket - compatible with 10" x 12" shooters cut & 9.5"x12.5" Medium SAPI hard armor plates
- Optimal Front and Back Ballistic panel protection
- External top-loading auxiliary pouch
- Available **AWS and TMW Colors**: Black, Navy, Ranger Green, Tan, MultiCam®, Tactical Green, Coyote
- Includes front & back ID Panels

HARD ARMOR PLATES



4400 **\$181⁵⁰**
LEVEL IV HARD ARMOR STAND ALONE PLATE

- NIJ 0101.06 Type IV Compliant
- 7.62 x 51mm, 147 gr. NATO FMJ (M80) - 6 impacts
- 7.6 lbs. 10"x12" Shooters Cut
- 1.0" thick
- Ceramic/Aramid Composite



2014MC **\$198**
LEVEL IV HARD ARMOR STAND ALONE PLATE

- NIJ 0101.06 Type IV Compliant
- 7.62 x 63mm, 166 gr. AP (30-06) M2 AP
- 7.7 lbs. 10"x12" Shooters Cut
- 0.99" thick
- Ceramic/Glass Composite



HARDWIRE® **\$297**
LEVEL III HARD ARMOR STAND ALONE PLATE

- NIJ 0101.06 Type III Compliant
- 7.62 x 51mm, 147 gr. NATO FMJ (M80) - 6 impacts
- **10 Year Warranty**
- 3.2 lbs. 10"x12" Shooters Cut
- 1.25" thick
- Polyethylene Composite
- Special Threats
 - 7.62 x 39mm, PS Ball (AK47 Steel Core)
 - 5.56 x 45mm, 55 gr. M193



2120-5 **\$365**
LEVEL III HARD ARMOR STAND ALONE PLATE

- NIJ 0101.06 Type III Compliant
- 7.62 x 51mm, 147 gr. NATO FMJ (M80) - 6 impacts
- 5.8 lbs. 10"x12" Shooters Cut
- 0.95" thick
- Ceramic/Polyethylene Composite
- Special Threats
 - 7.62 x 39mm, 123 gr. MSC
 - 7.62 x 54Rmm, 150 gr. LPS
 - 5.56 x 45mm, 62 gr. (M855)(SS109)
 - 5.56 x 45mm, 55 gr. (M193)

ACCESSORIES



TP5 SINGLE **\$14**
TP5A DOUBLE **\$17**
M4 MAG POUCHES

- Lightweight Helium Whisper Backer®
- Size: 3.5" x 6" and 6.5" x 6"
- Fits one (1) or two (2) M4/M16 - 30 round magazines
- External MOLLE platform for easy stacking
- Bungee closure with retention grip system
- Grommet drain holes
- Available in a variety of colors to match carriers on front page



TP20 **\$30**
MEDIC POUCH

- Lightweight Helium Whisper Backer®
- Size: 5" x 7.5"
- Red quick pull tab for speed entry
- Internal elasticized straps to hold supplies in place
- External MOLLE platform for easy stacking
- Grommet drain hole
- Available in a variety of colors to match carriers on front page



TEXAS LAW ENFORCEMENT AGENCY ONLY PER SB-12.
QUANTITY PRICING AVAILABLE.
OTHER PLATE AND ACCESSORY OPTIONS AVAILABLE.

1-800-775-5996
EMAIL: SALES@GTDIST.COM

PACKAGES



TAC PH PACKAGE

TAC PH GENII + 4400 TYPE IV + POUCHES + ID

- 1-TAC PH GenII, TMW, Buckle
- 2-4400 Type IV Plates
- 1-M4 Magazine Pouch, Double (TP)
- 1-Medical Pouch (TP)
- 2-Large "POLICE" ID Patch, 8.5" X 3"
- Protech carry bag included

\$500



TAC PR PACKAGE

TAC PR + 4400 TYPE IV + POUCHES+ID

- 1-TAC PR, TMW, Buckle
- 2-4400 Type IV Plates
- 1-M4 Magazine Pouch, Double (TP)
- 1-Medical Pouch (TP)
- 2-Large "POLICE" ID Patch, 8.5" X 3"
- Protech carry bag included

\$549



SHIFT 360 PACKAGE

S360 + 4400 TYPE IV + POUCHES+ID

- 1-S360 Single Flap, TMW, Velcro
- 2-4400 Type IV Plates
- 1-M4 Magazine Pouch, Double (TP)
- 1-Medical Pouch (TP)
- 2-Large "POLICE" ID Patch, 8.5" X 3"
- Protech carry bag included

\$566



SHIFT 360 HW PACKAGE

SHIFT 360 + HWC TYPE III PLATE + POUCHES + ID

- 1-SHIFT 360, TMW, Buckle
- 2-Hardwire MC 10X12 Type III, Shooters Cut
(10 Year Warranty)
- 1-M4 Magazine Pouch, Double (TP)
- 1-Medical Pouch (TP)
- 2-Large "POLICE" ID Patch, 8.5" X 3"
- Protech carry bag included

\$795

FAQ

ANNOUNCEMENT

IN RESPONSE TO THE JULY 7TH, 2016 SHOOTING OF POLICE OFFICERS IN DALLAS, TEXAS, SENATE Bill 12 was passed during the 85th Legislature Regular Session. On May 27th, 2017, Governor Abbott signed Senate Bill 12 into law which authorized the Criminal Justice Division (CJD) of the Governor's Office to create a grant program to assist agencies in the purchase of rifle-resistant body armor. CJD is now accepting applications for projects under this program to increase the safety of Texas law enforcement officers and prevent further loss of life in active shooter situations. For complete information regarding GT Distributors full line of Protech Tactical Armor's rifle plates, carriers and accessories applicable to this SB 12 grant

Contact GT Distributors at:

1-800-775-5996 or from GT's website at: <https://www.gtdist.com/sb-12>

FREQUENTLY ASKED QUESTIONS – SENATE BILL NO. 12:

Public announcement from Governor Abbott's office:

Link: <https://gov.texas.gov/news/post/governor-abbott-announces-rifle-resistant-body-armor-grant-program-for-texas>

How do I find the information for SB-12?

Link to S.B No. 12: <http://www.capitol.state.tx.us/Search/DocViewer.aspx?ID=85RSB-000121B&QueryText=%22sb+12%22&DocType=B>

How do I find and apply for the e-grant related to SB-12

Link: <https://egrants.gov.texas.gov/fundopp.aspx>

How do I inquire about assistance to apply for the grant?

Link: eGrants@gov.texas.gov

What is an NIJ .06 certified rifle plate?

Safariland Link: <http://www.safariland.com/body-armor-resources/nij-06-standard.html>

Type III and IV standalone – page 4 sections 2.4 and 2.5:

Link: https://www.safariland.com/on/demandware.static/-/Sites-tsg-Library/default/dw92e8d13c/resources/body_armor/NIJ_Standard_010106_FullText.pdf



TEXAS LAW ENFORCEMENT AGENCY ONLY PER SB-12.
QUANTITY PRICING AVAILABLE.
OTHER PLATE AND ACCESSORY OPTIONS AVAILABLE.

1-800-775-5996
EMAIL: SALES@GTDIST.COM



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Quote	QTE0068719
Date	8/15/2017
Page:	1

Bill To:

Weslaco Fire Marshalls Ofc.
Weslaco TX

Ship To:

Weslaco Fire Marshalls Ofc.
Weslaco TX

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
SB12 8.17.17	9564471990	RETAIL	U	NET PAID	0/0/0000	1,666,935
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
2	PTA-SB12-TACPH*	PROTECH TAC PH PACKAGE	Each	\$500.00	\$1,000.00	
1	NOTES:	TAC PH GEN 2 TMW BUCKLE (2) LEVEL 4 4400 PLATES M4 DOUG MAG/MEDIC POUCH ID PANELS/CARRY BAG Notes: SPECIFY COLOR OF CARRIER SPECIFY COLOR OF POUCHES SPECIFY COLOR OF ID PANELS	EA	\$0.00	\$0.00	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Thank you for your business, Rebecca Tamez.
Mike Swinnea, Assistant Fire Marshal
956-447-3415
mswinnea@weslacotx.gov

Subtotal	\$1,000.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$1,000.00

RESOLUTION NO. 2017-62

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the Rifle-Resistant Body Armor Grant Program be begin between January 1 and March 1, 2018 and not exceed 12 months; 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 Rifle-Resistant Body Armor Grant Program application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Rifle-Resistant Body Armor Grant Program to the Office of the Governor.

Grant Number: _____.

Passed and Approved this 19th day of September, 2017.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1231	
From: Arnold Becho			
Subject: Authorization to reapply and renew the Reading Is Fundamental (RIF) grant for FY 2017-2018 to accept funds upon award throughout the year, to provide local matching funds not to exceed 25% of the total granted amount in each instance and not to exceed \$700.00 total annually, and to allow the Mayor to execute any associated documents. (Staffed by Library Department.)			
Background: Reading is Fundamental (RIF) was significantly cut recently and the application process is now drastically different. Instead of their being a standard annual application process, RIF is now much more subject to the whims of donors. The window to accept funds is very small and institutions must react quickly to attain funding. The above proposed standards would allow the library to react quickly and accept grant funds throughout the year, but the proposed standards will also limit expenditures associated to \$700 annually and would not authorize participation if the match required was greater than 25% of the total granted amount. RIF is a beneficial grant for community kids, these measures have successfully attained thousands in funding for free books to community kids over the past decade.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.			
Arnold Becho		Created/Initiated	
Arnold Becho		Approved	
Mike Perez		Approved	
Mary Barrera		Final Approval	
City Manager Comments: Approval.			
Staff Recommendation: Staff recommends approval.			

Attachments, if any:

Memo - Request for RIF Approval

Responsibilities upon Approval:

The annual renewal for participation in RIF will be done. As grants which meet the above stated criteria arise, the library will apply for these funds. As needed, signature of the Mayor will be requested.

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

September 8, 2017

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Olga M. Noriega, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner
CC: Martin J. Mata, Maria Barrera
Fr: Arnoldo Becho, Library Director
Re: Request to Authorize Reading is Fundamental Grant Application and Acceptance

The Reading is Fundamental (RIF) grant provides funds to purchase books which are then provided for free to community children. The library has used this program to encourage kids to read and to provide community children with books they can keep. RIF is an amazing tool for promoting literacy.

Unfortunately, RIF was significantly cut recently and the application process is now drastically different. Instead of there being a standard annual application process, RIF is now much more subject to the whims of donors. The window to accept funds is very small and institutions must react quickly to attain funding. The proposed standards would allow the library to react quickly and accept grant funds throughout the year, but the proposed standards will limit expenditures associated to \$700 annually and would not authorize participation if the match required was greater than 25% of the total granted amount. The proposed protocol has served the community well for the past two years. The possible \$700 expenditure was identified within the proposed budget and no budget amendment will be needed if approved.

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: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1232
From: Arnold Becho		
Subject: Acceptance of donated monies and gift donations from local vendors and/or the public for library programming within Fiscal Year 2017– 2018. (Staffed by Library Department.)		
Background: The Mayor Joe V. Sanchez Public Library would like to request permission to apply all monetary donations solicited for library programming to the Library Programming Budget line item. The funds received will be used with reasonable respect to the intentions of the donors. Gift donations for library programming will be used as incentives for reading and participation. Predominant among library programming are our annual SRP and WRP. This request asks for permission to solicit gifts for those programs as well as other library programming that may take place throughout the year.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission: NA		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA		
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.		
Arnold Becho	Created/Initiated	
Arnold Becho	Approved	
Mike Perez	Approved	
Mary Barrera	Final Approval	
City Manager Comments: Approval.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo - accept donations for FY 2016 - 2017		
Responsibilities upon Approval: Solicitation of donations by the library.		

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

September 8, 2017

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Olga M. Noriega, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner
CC: Martin J. Mata, Maria Barrera
Fr: Arnoldo Becho, Library Director
Re: Request to approve acceptance of donated monies and gifts for library programing

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

The agenda item in question allows the library to receive donations and use them for library programing. All monetary donations solicited for library programing are applied to the library programing budget line item (01-541-2655) and spent directly on library programing. The funds received are always used with reasonable respect to the intentions of the donors. Gift donations for library programing are used as incentives for reading and participation. This action has directly leads to greater participation within library programs and is strongly supported by library staff.

This program is an excellent public service we are happy to have the opportunity to provide to our customers. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

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



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1246
From:		
Subject: Approval of Resolution 2017-66 authorizing the submission of a grant for Northside Park to Texas Parks and Wildlife Department and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Elizabeth Walker	Created/Initiated	
David Arce	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approval.		
Staff Recommendation:		
Attachments, if any: TPW APP Certification, Resolution 2017-66		
Responsibilities upon Approval:		



Local Park Grant Program Applicant's Certification & Program Assurances

As the duly authorized representative of the sponsor designated in the Resolution Section 3, ***I certify that the Applicant:***

1. Has complied with all pertinent local and state laws, and Local Parks Grants Program requirements regarding public hearings, including floodplain development, if appropriate.
2. Has the required proportionate share of funds available and sufficient for the project as required by Section 13.309 of the Parks and Wildlife Code.
3. Will maintain and operate areas acquired or developed with program assistance at sponsor expense as required by Section 13.309 of the Parks & Wildlife Code.
4. Will permanently dedicate for public park and recreation use all project area(s) which receive program assistance, as required by Chapter 640.1.2 of the *Local Park Grant Program Manual*.
5. Has the legal authority to apply for program assistance and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project described in this application.
6. Will give the State of Texas, hereafter referred to as "State," through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
7. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the Texas Parks & Wildlife Department, and will record any federal interest in the title of real property in accordance with U. S. Department of Interior directives.
8. Will dedicate and permanently maintain any property designated as a natural area, wetland, or open space to meet program guidelines.
9. Will comply with all provisions of the "Summary of Guidelines for Administration of Local Park Grant Acquisition & Development Projects."
10. Will comply with the requirements of the Department with regard to the drafting, review and approval of construction plans and specifications.
11. Will obtain all required state and/or federal permits related to project development.
12. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms to the approved plans and specifications.
13. Will furnish quarterly progress reports and such other information as may be required by the Department.
14. Will initiate and complete the work within the applicable time frame after receipt of approval from the Department.
15. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

Applicant's Certification & Program Assurances - Continued

16. Will comply with all State and Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) any other non-discrimination provisions in the specific statute(s) under which application for program assistance is being made, and (f) the requirements of any other non-discrimination statute(s) which may apply to the application.
17. Will comply with the flood insurance purchase requirements of Section 4012(a) of the Flood Disaster Protection Act of 1973 which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance in an amount at least equal to its development or project cost.
18. Will comply with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S. C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
19. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
20. Will assist the Department in assuring compliance with the Texas Antiquities Code.
21. Will cause to be performed the required financial and compliance audits in accordance with the state or federal Single Audit requirements.
22. Will comply with all applicable requirements of all other State and Federal laws, regulations and policies governing this program.

Sponsor/ Project Name

Signature of Official Authorized in Resolution

Print Name and Title of Official

Date



**Local Park Grant Program
Resolution Authorizing Application**

RESOLUTION 2017-66

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

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

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

BE IT RESOLVED BY THE APPLICANT:

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

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

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

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

Introduced, read and passed by an affirmative vote of the "Applicant" on this 19th day of September, 2017

Signature of Local Government Official

David Suarez
Typed Name and Title

Mayor

ATTEST:

Signature

Typed Name and Title



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1204
From:		
Subject: Discussion and consideration to remove Julian Flores from the Parks and Recreation Advisory Board and approve Resolution 2017-61 appointing one member to that unexpired term and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation.)		
Background: Requested to be removed due to health.		
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	Created/Initiated	
David Arce	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approval.		
Staff Recommendation: Accept resignation and appointment of a member to the unexpired term.		
Attachments, if any: 16 Board Appt., Parks and Rec applicants, Roster Parks Advisory Board, Resolution 2017-61		
Responsibilities upon Approval: Execute, retain and notify appointee and Parks Department.		

City of Weslaco Boards and Committees
Prepared by Office of the City Secretary, Updated August 2016

	Member Qualifications										Defined Duties							
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	designated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Ordinance						X					5	4	2yr		reg interval min. 3 mths	X	Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr				Art IX Sec 280-283	CC
Ambulance Advisory Board											7	4	2yr		3/year		Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*						Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr					X	3	2	st3yr	3*	72hr notice		Ch 143	appt by CM, confirm by CC
Economic Development Corporation	X	X	X					X			7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee					no						7	3	3yr		2/year		Ord 2015-09	CC
Housing Authority Board											5	5	2yr	2			LGC Sec 392.033	appt by Mayor
Parks & Recreation Advisory Board											5	5	2yr				Art II Sec 78.21-28	CC
Planning & Zoning Commission		X	X			X	X				7	7	3yr				Art IV Sec 98	CC
Public Facilities & Transportation Improvements Naming Committee		X	X			X					7	7	3yr				Art III Sec 2.98-103	CC
											7		st3yr				Ord 2011-16	CC
																	Art 1526j, Vernons	
Weslaco Health Facilities Development Corporation											3+		6 yrs				TX Civil Statue	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC



Application for Service

City of Weslaco Boards and Committees

Name of Applicant:		Telephone Number:	
E-Mail Address:		Alternate Phone Number (work/cell):	
Home Address:		☐ Inside City Limits ☐ Outside City Limits	
City:	State:	Zip Code:	
How many years have you lived at this residence?		Do you own this house? ☐ Yes or ☐ No	
Preference for consideration, naming committees on which you desire to serve:			
1.)			
2.)			
3.)			
List of Civic Involvement and Business Experience:			
Have you been bonded or eligible to obtain one? ☐ Yes or ☐ No		Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes or ☐ No	
Are you related to any member of the Commission? ☐ Yes or ☐ No		If so, who and how?	
Have you previously served on a City board? ☐ Yes or ☐ No		If so, which and when?	
Have you ever been elected to public office? ☐ Yes or ☐ No		If so, which and when?	
Do you consent to release this info to the public? ☐ Yes or ☐ No		Are you age 25 or older? ☐ Yes or ☐ No	
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.		Timestamp of Receipt:	
Applicant's Signature:			
Optional Demographic Information: Self Identification			
Gender:			
Age:			
Race:			
Religion:			
Citizenship:			

RESOLUTION NO. 2014-62

STATE OF TEXAS § RESOLUTION ESTABLISHING A SCREENING,
 APPOINTMENT, CONFIRMATION AND
COUNTY OF § ATTENDANCE POLICY FOR SERVICE ON
HIDALGO CITY OF WESLACO BOARDS, COMMISSIONS,
 § AUTHORITIES AND COMMITTEES
CITY OF WESLACO

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called “Boards”) that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called “Commission”) also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

NOW THEREFORE BE IT RESOLVED THAT The Weslaco City Commission hereby adopts the following Policy for the screening, appointment and confirmation of individuals to serve on the various Boards.

A. Screening

Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

Individuals shall confirm receipt the City’s diversity, affirmative action, nepotism, ethics policies; the Board’s mission, duties and responsibilities as established by Ordinance or other order; and other relevant documents. Individuals must agree to abide by Weslaco City Charter and applicable Ordinances, and state and federal laws.

B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

To ensure greater public participation, individuals shall not serve concurrently on more than one Board, unless the Commission makes an exemption.

The Commission shall make fair and deliberative appointments that comply with the Weslaco City Charter and applicable Ordinances, and state and federal laws.

C. Confirmation

Prior to appointment by the Commission, individuals should confirm that they remain interested in serving on a particular Board by either: 1) attending the Commission meeting which has the item on the Commission's Agenda; or 2) submitting a written statement of interest to the Mayor.

D. Attendance

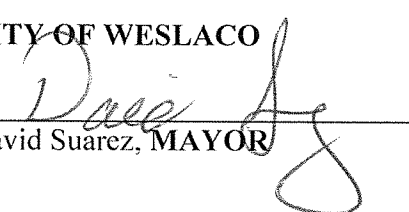
Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

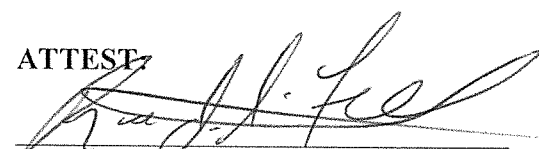
Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 2nd day of December, 2014.

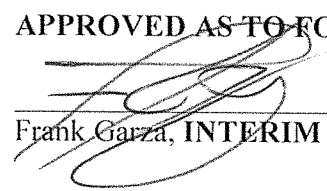
CITY OF WESLACO


David Suarez, MAYOR

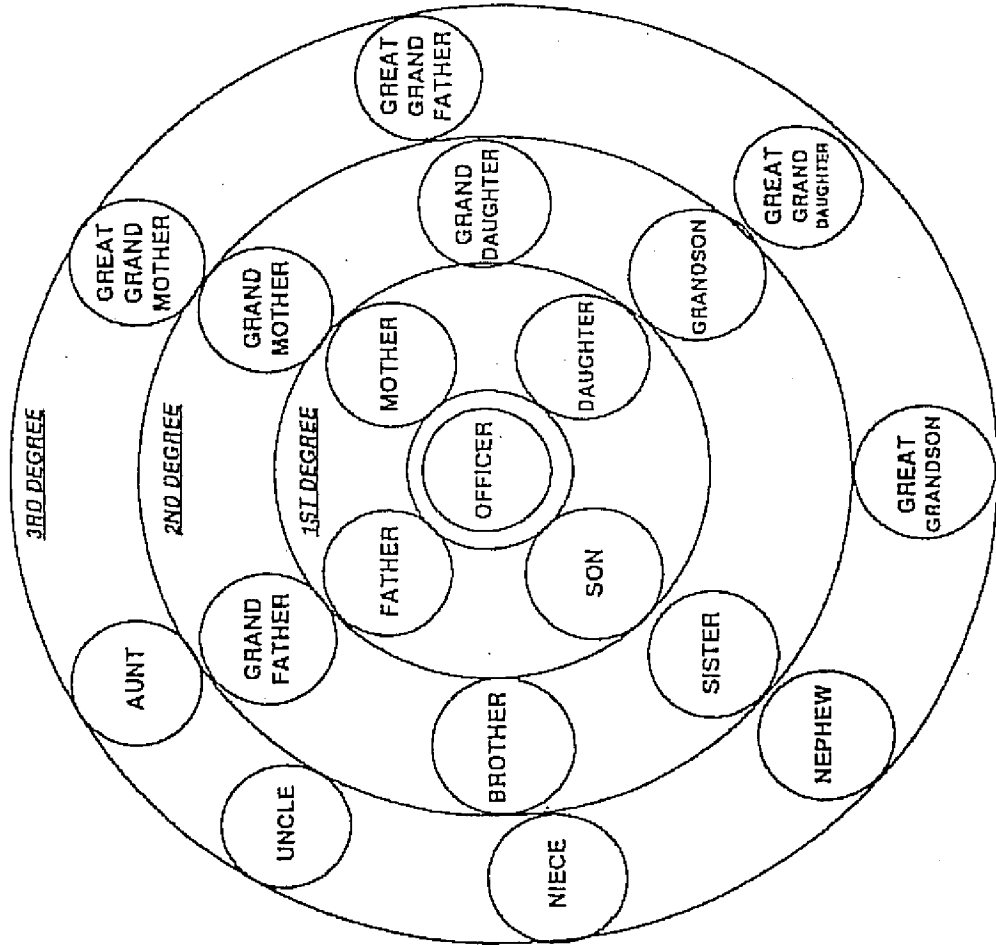
ATTEST

 wcc 12/2/14
Rebekah de la Fuente, INTERIM CITY SECRETARY

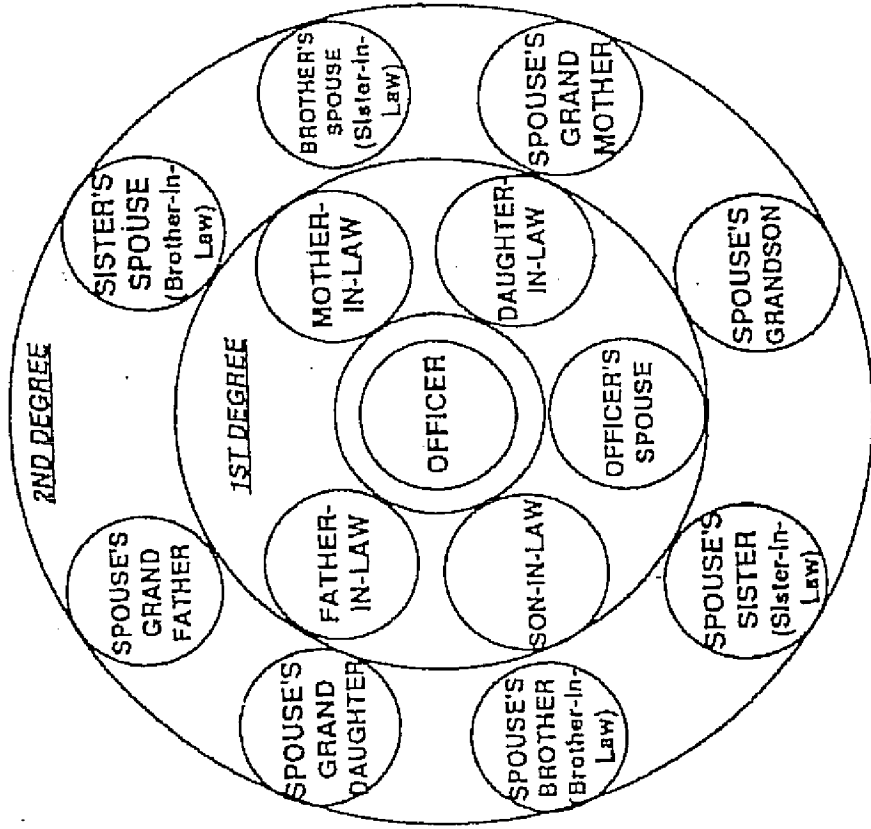
APPROVED AS TO FORM:


Frank Garza, INTERIM CITY ATTORNEY

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

Parks & Recreation Advisory Applicants

FIRST NAME	LAST NAME	HOME	E-MAIL ADDRESS	APPLICATION DATE
Edward	Mejia	721 E. Los Torritos	None listed	9/14/17
Nina Lee	Torkelson	905 Anthony Street	ninatorkelson@gmail.com	9/15/17

Revised 9/15/17

PARKS & RECREATION ADVISORY BOARD

FIRST NAME	LAST NAME	TERM EXPIRES
Juan J.	Flores, III	10/22/2019
Joe	Vidales	9/20/2020
Lupe	Garcia	9/20/2020
Ismael	Quiroz	3/5/2018
Johnny	Cavazos	10/16/2019
Enrique "Rick"	Rodriguez	11/18/2019
Oscar	Caballero	10/9/2019

As of 8/31/17 mv

RESOLUTION NO. 2017-61

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE PARKS & RECREATION BOARD.**

WHEREAS, the City of Weslaco has established the Parks & Recreation Board pursuant to Section 98-83 of the Weslaco Municipal Code of Ordinances; and

WHEREAS, the terms of the members of this board are for three years; however, following the restructuring of this Board to consist of seven members, certain terms shall be assigned for two years so that terms are staggered such that no quorum of members expires simultaneously; and

WHEREAS, the Parks & Recreation Board members shall serve without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve an unexpired term on the Parks & Recreation Board and the term will begin on _____, 2017 and end on _____, 20__.

PASSED AND APPROVED on this 5th day of September, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1237
From:		
Subject: Discussion and consideration to accept the resignation of Clemente Mena from the Planning and Zoning Commission and approve Resolution 2017-65 appointing one member to that unexpired term. Possible action. (Staffed by Planning and Code Enforcement.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Elizabeth Walker Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approval.		
Staff Recommendation:		
Attachments, if any: 16 Board Appt., Resignation, P&Z member roster, P&Z applicants, Resolution 2017-65		
Responsibilities upon Approval:		

City of Weslaco Boards and Committees
Prepared by Office of the City Secretary, Updated August 2016

	Member Qualifications										Defined Duties							
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	designated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Ordinance						X					5	4	2yr		reg interval min. 3 mths	X	Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr				Art IX Sec 280-283	CC
Ambulance Advisory Board											7	4	2yr				Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*				3year		Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr						3	2	st3yr	3*	72hr notice		Ch 143	appt by CM, confirm by CC
Economic Development Corporation	X	X	X					X		X	7	4		2*	monthly		Bylaws, Art of Inc	7 at large, confirm by CC
Hotel Occupancy Tax Advisory Committee											7	3	3yr		2year		Ord 2015-09	CC
Housing Authority Board					no						5		2yr	2			LGC Sec 392.033	appt by Mayor
Library Board											5		2yr				Art II Sec 78.21-28	CC
Parks & Recreation Advisory Board											7		3yr				Art IV Sec 98	CC
Planning & Zoning Commission		X	X			X	X				7		3yr				Art III Sec 2.98-103	CC
Public Facilities & Transportation Improvements Naming Committee		X	X								7		st3yr				Ord 2011-16	CC
																	Art 1528j, Vernons	
Weslaco Health Facilities Development Corporation											3+		6 yrs				TX Civil Statute	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC



Application for Service

City of Weslaco Boards and Committees

Name of Applicant:		Telephone Number:	
E-Mail Address:		Alternate Phone Number (work/cell):	
Home Address:		☐ Inside City Limits ☐ Outside City Limits	
City:	State:	Zip Code:	
How many years have you lived at this residence?		Do you own this house? ☐ Yes or ☐ No	
Preference for consideration, naming committees on which you desire to serve: 1.) 2.) 3.)			
List of Civic Involvement and Business Experience:			
Have you been bonded or eligible to obtain one? ☐ Yes or ☐ No		Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes or ☐ No	
Are you related to any member of the Commission? ☐ Yes or ☐ No		If so, who and how?	
Have you previously served on a City board? ☐ Yes or ☐ No		If so, which and when?	
Have you ever been elected to public office? ☐ Yes or ☐ No		If so, which and when?	
Do you consent to release this info to the public? ☐ Yes or ☐ No		Are you age 25 or older? ☐ Yes or ☐ No	
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.		Timestamp of Receipt:	
Applicant's Signature:			
Optional Demographic Information: Self Identification			
Gender:			
Age:			
Race:			
Religion:			
Citizenship:			

RESOLUTION NO. 2014-62

STATE OF TEXAS § RESOLUTION ESTABLISHING A SCREENING,
 APPOINTMENT, CONFIRMATION AND
COUNTY OF § ATTENDANCE POLICY FOR SERVICE ON
HIDALGO CITY OF WESLACO BOARDS, COMMISSIONS,
 § AUTHORITIES AND COMMITTEES
CITY OF WESLACO

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called “Boards”) that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called “Commission”) also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

NOW THEREFORE BE IT RESOLVED THAT The Weslaco City Commission hereby adopts the following Policy for the screening, appointment and confirmation of individuals to serve on the various Boards.

A. Screening

Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

Individuals shall confirm receipt the City’s diversity, affirmative action, nepotism, ethics policies; the Board’s mission, duties and responsibilities as established by Ordinance or other order; and other relevant documents. Individuals must agree to abide by Weslaco City Charter and applicable Ordinances, and state and federal laws.

B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

To ensure greater public participation, individuals shall not serve concurrently on more than one Board, unless the Commission makes an exemption.

The Commission shall make fair and deliberative appointments that comply with the Weslaco City Charter and applicable Ordinances, and state and federal laws.

C. Confirmation

Prior to appointment by the Commission, individuals should confirm that they remain interested in serving on a particular Board by either: 1) attending the Commission meeting which has the item on the Commission's Agenda; or 2) submitting a written statement of interest to the Mayor.

D. Attendance

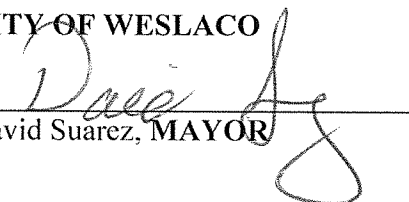
Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

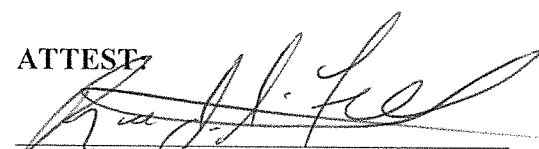
Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 2nd day of December, 2014.

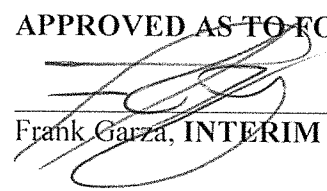
CITY OF WESLACO


David Suarez, MAYOR

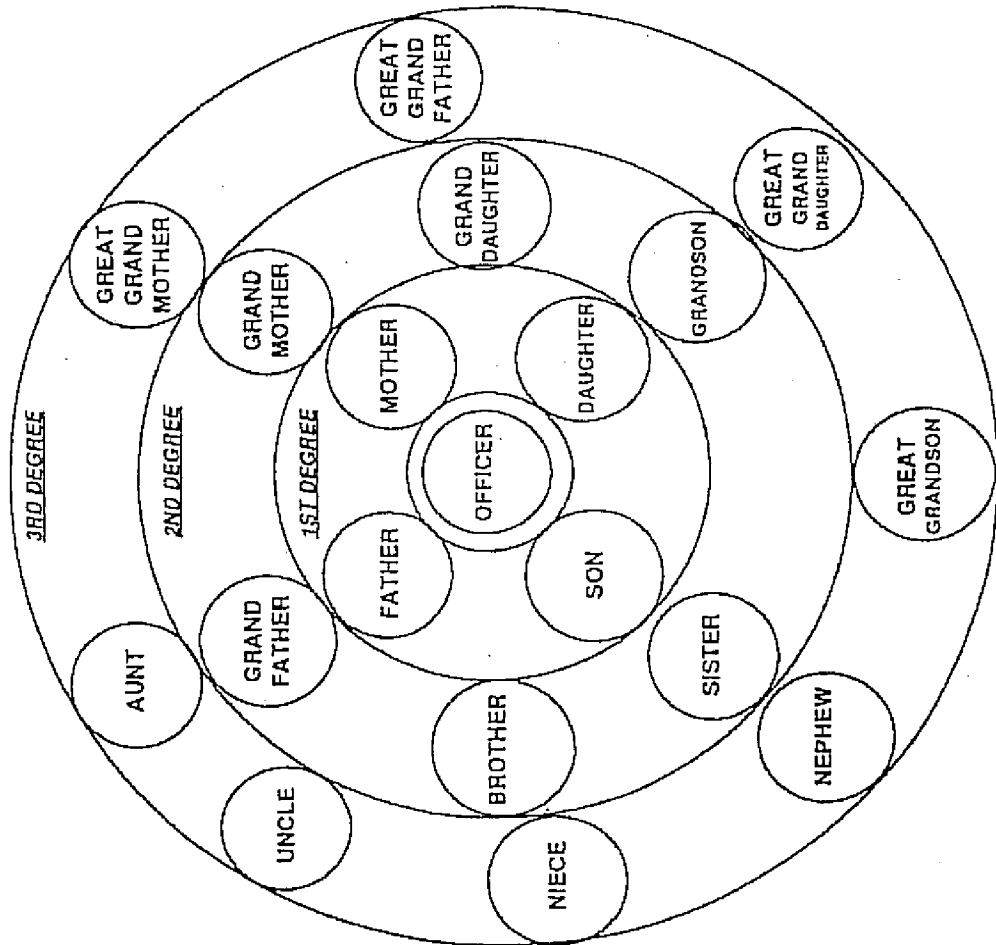
ATTEST

 wcc 12/2/14
Rebekah de la Fuente, INTERIM CITY SECRETARY

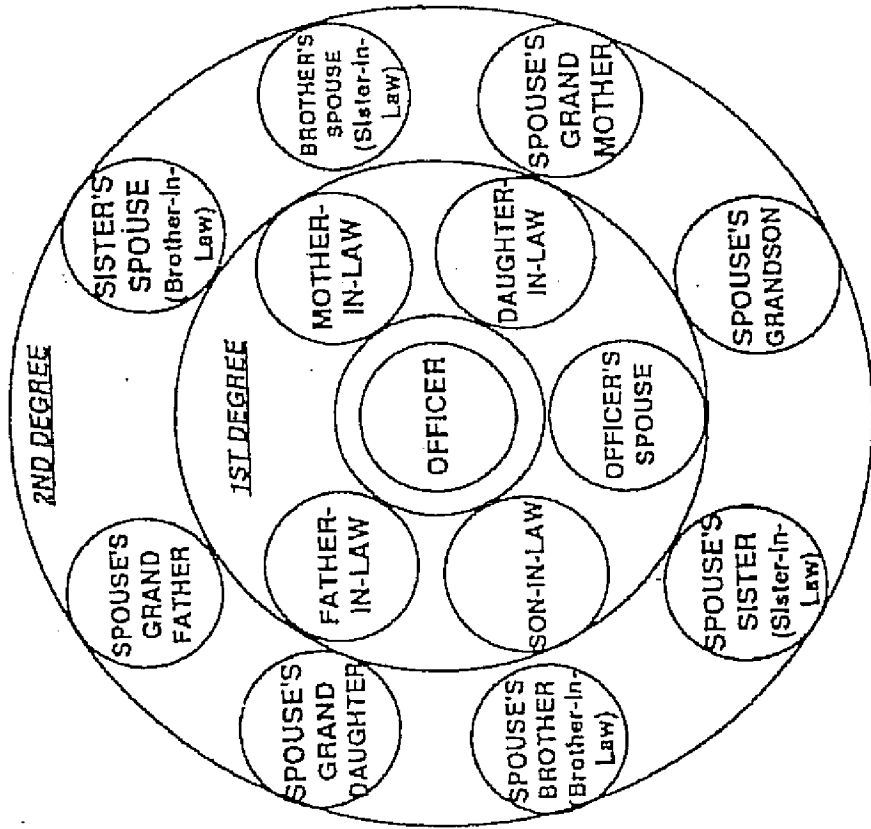
APPROVED AS TO FORM:


Frank Garza, INTERIM CITY ATTORNEY

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

Adelaida Vega

From: Mardoqueo Hinojosa
Sent: Thursday, September 14, 2017 12:40 PM
To: Adelaida Vega
Cc: Elizabeth M. Walker; Rebekah M. De La Fuente
Subject: FW: P&Z Resignation

See email below.

From: Clemente Mena [mailto:menacx1@yahoo.com]
Sent: Thursday, September 14, 2017 11:37 AM
To: Mardoqueo Hinojosa <mhinojosa@weslacotx.gov>
Subject: P&Z Resignation

Good Morning Mardoqueo,

As I informed everyone in the last P&Z Meeting, I will need to resign from the P&Z Commission.

It was great serving the Community along with the other Commisionres.

Could you please process the request.

Thank You.
Clemente Mena

[Sent from Yahoo Mail on Android](#)

PLANNING & ZONING COMMISSION

TERM START	TERM EXPIRES	FIRST NAME	LAST NAME
12/3/2014	12/3/2017	Juan Jose	Trevino
4/2/1996	4/2/2020	David	Hernandez
12/2/2008	12/17/2017	Lonnie	Berry
4/19/2016	12/3/2017	*Jim	Forward
12/3/2014	12/3/2017	Clemente	Mena
7/5/2011	7/07/2020	Randy	Summers
11/18/1997	12/17/2017	Charles	Warren

*serving unexpired term of Lazaro Cardenas

Revised 60817 mv

Planning & Zoning Commission
Applicants

INTERESTED YES/NO	FIRST NAME	LAST NAME	HOME	CELL	PHYSICAL ADDRESS	E-MAIL ADDRESS	APPLICATION DATE
	*Raul	Cabaza, III		956.607.7908	1313 Orange Blossom Dr.	cabaza1@yahoo.com	10/25/2016
	*Johnny	Bautista		463.7597	2209 Northgate Circle	jbautista2323@yahoo.com	4/7/2017

Revised 42417 mv

*Raul Cabaza is serving on the Airport Board

*Johnny Bautista is serving on the Weslaco Housing Authority

RESOLUTION NO. 2017-65

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE PLANNING AND ZONING
COMMISSION BOARD.**

WHEREAS, the City of Weslaco created and established the Planning and Zoning Commission Board pursuant to Subsection 2-36 of Ordinance No. 291, as codified in the City of Weslaco Code of Ordinances.

WHEREAS, the terms of the members of this board are for three years; and

WHEREAS, the Planning and Zoning Commission Board members shall serve without compensation and unlimited terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve an unexpired term on the Planning and Zoning Commission Board and your term will expire on the 3rd day of December, 2017.

PASSED AND APPROVED on this 19th day of September, 2017.

CITY OF WESLACO

David Suarez **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1226	
From:			
Subject: Discussion and consideration to approve Resolution 2017-63 appointing an official member and an alternate member to the Amigos del Valle, Inc. Board of Directors for Fiscal Year 2017-2018 and authorize the Mayor to execute any related documents. Possible action. (Requested by Amigos del Valle.)			
Background: The City's appointment to Amigos Del Valle is Mayor Pro Tem Tafolla with Commissioner Noriega as the alternate for Fiscal Year 2016-2017. Their organizational Bylaws require annual appointments and the agency is requesting appointments for Fiscal Year 2017-2018.			
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 Elizabeth Walker Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approval.			
Staff Recommendation: Appoint two members from the Commission.			
Attachments, if any: Request Amigos Del Valle, Resolution 2017-63			
Responsibilities upon Approval: Notify Amigos del Valle on appointments.			



4138 Crosspoint Blvd.
Edinburg, Texas 78539
Phone (956) 213-9400
Fax (956) 213-8119

August 29, 2017

BOARD OFFICERS

GERARDO "JERRY" TAFOLLA
City Commissioner, Weslaco
President
SONIA GALLEGOS
Mayor Pro Tem, Donna
Vice-President
VICTOR LEAL
City Commissioner, Harlingen
Secretary
NORIE GARZA
Mayor Pro Tem, Mission
Treasurer
BASILIO SANCHEZ
Representative, Cameron County
Senior Member

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

**RE: FY 2017-2018 City of Weslaco ADV Annual
Board Representative & Alternate Re-Appointment**

Honorable Mayor Suarez:

Our agency continues to need and depend on your City's active participation in our Board of Directors through your appointed Board Representative and Alternate.

This letter is to request your City's appointment of your Representative and Alternate for our Fiscal Year 2017-18 (October 1, 2017 – September 30, 2018) Board of Directors by no later than Thursday, September 21, 2017.

Please submit your appointments' names and their respective elected positions and/or job titles, as applicable, in form of a resolution to Ms. Anita Jenny, Executive Administrative Assistant, at our Administration Office.

Representative

Mayor Pro-Tem Gerardo Tafolla

Alternate

Comm. Olga Noriega

Please be assured that we are very grateful for your City's forty-three (43) year commitment and involvement with our agency as a member of our Board of Directors.

If you have any questions, please call me at your convenience at (956) 213-9400.

Sincerely,


Alejandro Guerra
Executive Director

cc: Mayor Pro-Tem Gerardo Tafolla



"Providing 43 Years of Service"
1974 - 2017

RESOLUTION NO. 2017-63

THE STATE OF TEXAS COUNTY OF HIDALGO CITY OF WESLACO	§ A RESOLUTION APPOINTING A MEMBER § AND AN ALTERNATE MEMBER TO THE § AMIGOS DEL VALLE, INC. BOARD OF DIRECTORS FOR FISCAL YEAR 2017-2018
---	--

WHEREAS, the Amigos del Valle, Inc. has requested that a City of Weslaco elected official be appointed to serve as the official member of the Amigos del Valle, Inc. Board of Directors; and

WHEREAS, the City of Weslaco may elect to appoint an individual of the City of Weslaco to serve in place of the official member; and

WHEREAS, the Amigos del Valle, Inc. has requested that a City of Weslaco elected official be appointed to serve as an alternate member of the Amigos del Valle, Inc. Board of Directors; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO that _____ be appointed as the official member of the Amigos del Valle, Inc. Board of Directors.

BE FURTHER RESOLVED that _____, City Commissioner be appointed as an alternate member of the Amigos del Valle, Inc. Board of Directors and a copy of this Resolution shall be delivered to the Amigos del Valle, Inc. to evidence these appointments.

PASSED AND APPROVED this 5th day of September, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1182	
From:			
Subject: Discussion and consideration on second and final reading to approve Ordinance 2017-37 adopting the City of Weslaco's budget appropriation for the fiscal year October 1, 2017 to September 30, 2018 and authorize the Mayor to execute any related documents. Possible action. (First Reading held September 5, 2017; Staffed by Finance Department.)			
Background: Section 102.007 of the Local Government Code sets out the manner in which a municipal government shall adopt their budget, thus the requirement for a record vote. Based on our wrap-up workshop session, the final budget has been slightly modified from the proposed budget to incorporate items that were discussed, such as an allowance for the Police CBA negotiations. Regardless, the budget presented is balanced and provides a small margin of \$2,857 of revenues over expenditures in the General 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):			
Aida Vega Mary Barrera Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approval.			
Staff Recommendation: Recommend adoption of Ordinance 2017-37.			
Attachments, if any: 2017-2018 Budget, Ordinance 2017-37			
Responsibilities upon Approval:			

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CITY OF WESLACO, TEXAS



2018 ADOPTED BUDGET

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FOR FISCAL YEAR 2017-2018

This budget will raise more total property taxes than last year's budget by \$317,183, or 2.76%, and of that amount, \$329,932 is tax revenue to be raised from new property added to the tax roll this year.

City Commission Record Vote

The members of the governing body voted on the adoption of the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

TAX RATE	Proposed FY 2017-18	Adopted FY 2016-17
Property Tax Rate	\$0.6667	\$0.6667
Effective Rate	\$0.6574	\$0.6598
Effective M&O Tax Rate	\$0.7325	\$0.7253
Rollback Tax Rate	\$0.7669	\$0.8914
I&S Rate	\$0.1521	\$0.1081

The total amount of municipal debt obligation secured by property taxes for the City of Weslaco is \$18,837,731. Total amount of outstanding debt obligations considered self-supporting is \$56,172,827. Self-supporting is currently secured by Water/Sewer and 4A Sales Tax revenues. In the event such amounts are insufficient to pay debt service, the City will be required to assess an ad valorem tax to pay such obligations.

CITY OF WESLACO, TEXAS

MAYOR AND COUNCIL

David Suarez
Mayor

Leo Munoz
District 1

Greg Kerr
District 2

Olga M. Noriega
District 3

Gerardo "Jerry" Tafolla
Mayor Pro-Tem, District 4

Letty Lopez
District 5

Josh Pedraza
District 6

CITY MANAGER'S OFFICE

Mike R. Perez
City Manager

EXECUTIVE TEAM

Elizabeth Walker
*Assistant City Manager/
City Secretary*

Pedro Garcia, Jr.
*Public Works
Director*

Jose Juan Pena
*Information
Technologies Director*

Maria C. Barrera
Finance Director

Mardoqueo Hinojosa
*City Engineer & Planning and
Code Enforcement Director*

David Arce
*Parks & Recreation
Director*

Veronica Ramirez
*Human Resources/
Civil Service Director*

Stephen Scot Mayer
Chief of Police

Arnold Becho
Library Director

Juan E. Gonzalez
City Attorney

Antonio Lopez
Fire Chief

Andrew Munoz
Aviation Director

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

July 31, 2017

**Honorable Mayor and
Members of the City Commission
City of Weslaco
255 South Kansas Avenue
Weslaco, Texas 78596**

At this time, I am presenting the Proposed Budget for Fiscal Year 2017-2018 (FY 2018). In addition, we are forecasting revenues and expenditures through the fiscal year ending 2021 for internal planning purposes.

Meetings were held involving myself, Finance Department staff, and every department director to go over their requests. Then I met with Finance staff to consider our projections for our current fiscal year performance, and our forecast of revenues for the next year. After careful consideration, I am recommending the allocation of funds as presented in the proposed budget, and I recommend to maintain the total ad valorem property tax at \$.6667 per \$100 valuation in support of these programs.

There are no salary adjustments proposed, except to provide a better span of control in the Fire Department by reorganizing some positions to provide adequate supervision and accountability. There are some new positions in the Police Department to keep up with growth and avoid the need for overtime, which has been an issue in the past couple of years. In our wastewater and solid waste funds, additional positions are proposed to help in better meeting the need to maintain our infrastructure and provide a sanitary environment for our community.

Current Year Priorities

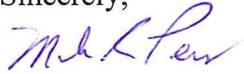
- A. **Continue with our Five Year Plan** – A balanced budget means that total budgeted expenditures do not exceed budgeted revenues plus available fund balance. When expenditures exceed revenues the shortfall is usually made up by reductions to fund balance or from borrowed funds. In 2016-2017, we proposed a five year budget to see the effect of various new hires, expenditures for capital outlay, and self-funding major capital improvements versus projected revenues without relying heavily on borrowed capital. This budget continues into the second year of the five year plan. Our Capital Improvement Program Fund (CIP) continues to the next phase in our intention to provide a new fire station in the North side of town, expand the library, and relocate our central public safety building, including municipal court services, all without heavy reliance on borrowed funds.

B. **Revenue Enhancement/Adequacy** – During FY 2017, the City continued our annual review of all rates charged by the City and made adjustments in keeping with cost of services. We propose continue the practice this year. By reviewing our rates every year we are able to adjust for increasing costs and inflation with smaller, more incremental adjustments than would be necessary if the rates were not adjusted as often.

C. **Maintain the Property Tax Rate** - Last fiscal year the City Commission lowered the tax rate by one cent. This year, we recommend to maintain the rate in order to continue to invest in equipment replacement, and continue our capital improvements.

In conclusion, the budget demonstrates our commitment and ability to self-fund improvements and invest in capital outlay and staff in a measured, sensible manner and use technology to achieve efficiencies over the next five years.

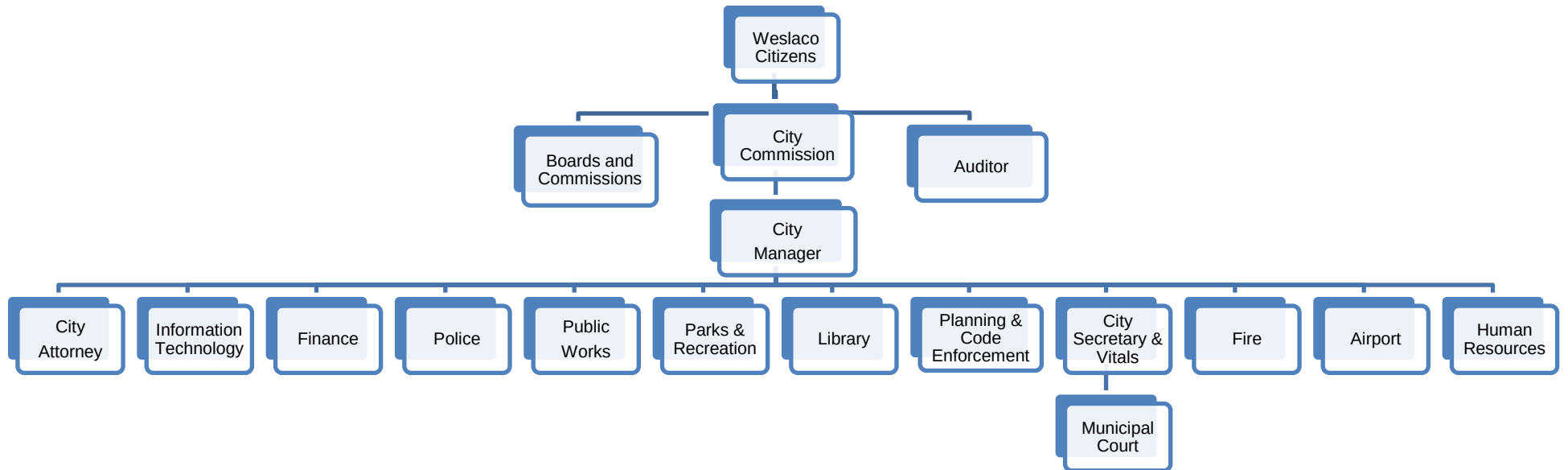
Sincerely,



Mike R. Perez
City Manager



"The City on the Grow"



FUND BALANCE SUMMARY 2017-2018

	General Fund	Debt Service Fund	Economic Incentives Fund	Internal Service Fund	Water/Wastewater Fund	Solid Waste Fund	Airport Fund	Hotel/Motel Fund	Capital Improv. Program Fund	Fire Dept Eq. Replacement Fund	Economic Development Corporation of Weslaco
Fund Balance @ 9/30/16	\$ 7,265,573	\$ 540,114	\$ 815,998					\$ 406,433	\$ 1,719,064	\$ 265,626	\$ -
Working Capital @ 9/30/16				\$ (372,354)	\$ 3,359,205	\$ 2,815,268	\$ (63,856)				
Estimated Revenues 2016-2017	23,973,584	1,990,093	-	-	12,131,325	4,937,079	307,096	395,009	1,197,475	888,544	-
Estimated Expenditures 2016-2017	22,963,343	2,703,149	1,323,589	16,602	11,474,477	3,801,949	589,602	333,500	3,886,756	988,669	-
Revenues Over/(Under) Expenditures	1,010,241	(713,056)	(1,323,589)	(16,602)	656,848	1,135,130	(282,506)	61,509	(2,689,281)	(100,125)	-
Transfers In	1,691,310	350,000	675,000	250,000	-		251,072	-	2,595,000	250,443	-
Transfers Out	2,585,000	-	-	-	1,565,561	1,125,000	-	-	-	-	-
Change in Fund Balance	116,551	(363,056)	(648,589)	233,398	(908,713)	10,130	(31,434)	61,509	(94,281)	150,318	-
Estimated Unreserved Fund Balance @ 9/30/17	\$ 7,382,124	\$ 177,058	\$ 167,409	\$ (138,956)	\$ 2,450,492	\$ 2,825,398	\$ (95,290)	\$ 467,942	\$ 1,624,783	\$ 415,944	\$ 3,644,232
Estimated Daily Cost	69,995.46				35,726.13	13,498.49	1,615.35		10,648.65	2,708.68	-
Estimated # of Days	105				69	209	(59)				
Estimated Revenues 2017-2018	24,917,977	2,744,000	-	-	12,474,425	5,047,500	329,646	410,000	2,800,000	463,000	6,031,445
Estimated Expenditures 2017-2018	24,094,307	2,549,219	1,035,000	7,414	12,323,578	3,879,605	578,178	333,500	1,870,343	766,982	6,668,919
Revenues Over/(Under) Expenditures	823,670	194,781	(1,035,000)	(7,414)	150,847	1,167,895	(248,532)	76,500	929,657	(303,982)	(637,474)
Transfers In	1,749,233	-	1,035,000	215,046			255,400	-	1,800,000	315,500	-
Transfers Out	2,570,046	-	-	-	1,565,561	1,125,000	-	-	-	-	-
Change in Fund Balance	2,857	194,781	-	207,632	(1,414,714)	42,895	6,868	76,500	2,729,657	11,518	(637,474)
Estimated Unreserved Fund Balance @ 9/30/18	\$ 7,384,981	\$ 371,839	\$ 167,409	\$ 68,676	\$ 1,035,778	\$ 2,868,293	\$ (88,422)	\$ 544,442	\$ 4,354,440	\$ 427,462	\$ 3,006,757
	73,053.02				38,052.44	13,711.25	1,584.05				
	101				27	209	(56)				

General Fund Revenues

	2015 Actual	2016 Actual	2017 Adopted	2017 Amended	2017 Estimated	2018 Adopted
Revenue Source						
Property Tax	7,586,388	9,214,051	9,146,294	9,146,294	9,725,224	9,640,577
Sales Tax	8,779,266	8,682,524	8,663,116	8,663,116	8,812,069	9,076,431
Franchise Fees	1,415,737	1,405,870	1,390,450	1,390,450	1,266,657	1,317,495
Licenses & Permits	479,501	493,175	567,475	567,475	571,205	610,377
Municipal Court	509,400	676,856	663,240	663,240	763,086	720,277
Charges for Services	2,022,744	1,658,981	2,213,500	2,218,500	1,552,978	1,775,615
Miscellaneous Revenue	2,930,653	1,373,565	830,558	852,228	849,952	1,281,677
Intergovernmental Revenues	197,035	374,010	317,202	459,736	432,414	495,528
Transfers In	22	889,102	1,691,310	1,691,310	1,691,310	1,749,233
Total Revenues	23,920,745	24,768,134	25,483,145	25,652,349	25,664,894	26,667,210

Property Tax is established by the value of each property within the City of Weslaco. The City's property tax rate remains at \$.6667 per \$100 valuation.

Sales Tax is levied on sales of goods or services purchased within Weslaco City limits. The combined local and State sales tax rate is 8.25%

Franchise fees are charged to utility and solid waste companies that require the use of City right-of-way to run transmission lines in order to provide their services. All franchise fees are established by City Council when the use of the right-of-way is requested by the service provider.

Licenses & Permits are permits issued by the City for new construction, plumbing, electrical, demolition, mechanical, food handlers, health permit, etc and are accounted for in this revenue section.

Municipal Court fees is City's portion of the fines and fees collected for law violations.

Charges for Services are fees charged for the issuance of death and birth certificates, cemetery charges, sale of cemetery plots, ambulance services, fire inspections, convenience fee charges for credit card usage, etc.

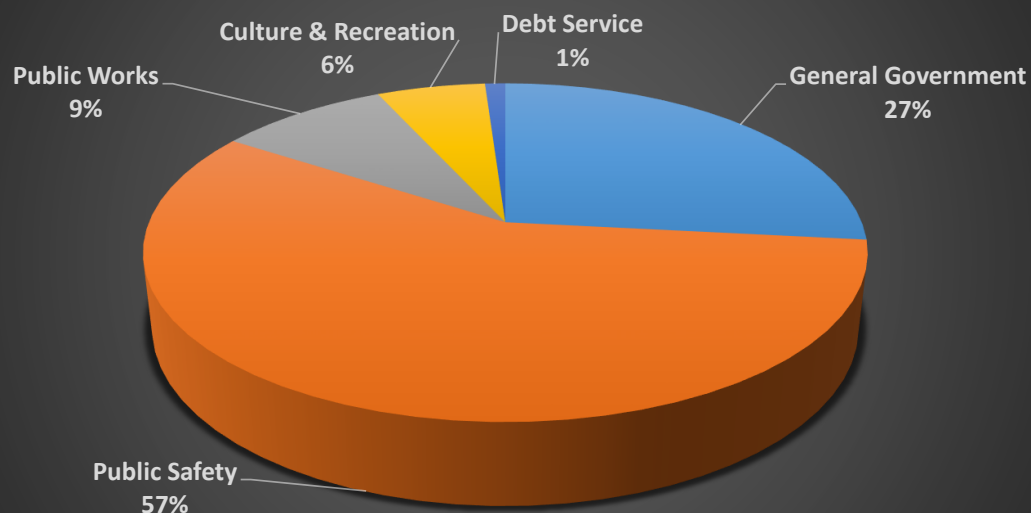
Intergovernmental Revenue consists of monies obtained from other governments including grants and reimbursements for performance of general government functions and specific services.

Transfers In include administrative fees transfer from Enterprise funds.

General Fund Use of Funds

	2015 Actual	2016 Actual	2017 Adopted	2017 Amended	2017 Estimated	2018 Adopted
Department						
City Commission	124,106	103,864	125,027	171,327	140,663	122,171
City Manager	444,374	364,029	355,902	355,902	354,415	354,770
City Secretary	302,798	349,864	401,861	401,861	353,419	412,327
Municipal Court	208,925	229,615	235,763	235,763	226,002	227,372
Finance	471,543	546,080	824,912	824,912	791,803	831,748
Tax Collection	148,217	151,156	-	-	-	-
Human Resources	207,472	249,878	283,416	283,416	260,529	283,413
Law-City Attorney	996,838	826,547	323,960	523,960	622,923	293,443
Building Maintenance	1,005,413	913,048	867,062	867,062	894,133	827,056
Planning & Code Enforcement	850,437	1,014,095	1,142,513	1,142,513	1,122,934	1,181,881
Police	5,403,286	6,509,674	6,793,493	6,948,061	6,958,372	7,706,378
Fire	4,703,223	5,166,125	5,342,601	5,613,271	5,330,884	5,815,279
Emergency Management	32,399	138,572	57,562	212,146	193,402	62,548
Emergency Medical Service	258,034	337,051	275,090	308,463	263,916	267,013
Public Works Administration	193,476	266,975	256,657	256,657	252,744	248,256
Streets	1,332,334	1,187,289	1,431,890	1,406,890	1,303,530	1,314,161
Drain Ditch Maintenance	112,850	395,287	628,280	652,080	628,649	611,675
Information Technology	369,449	609,552	925,023	925,024	918,890	869,672
Parks & Recreation	398,825	552,017	672,740	690,740	631,613	601,086
Library	703,570	768,928	833,691	835,691	652,332	785,657
Debt Service	23,045	139,099	139,102	139,102	139,102	259,102
Fleet Maintenance	152,299	220,385	264,207	265,407	263,729	310,834
General Expenditures	831,369	664,325	692,336	692,336	659,359	708,465
General Fixed Assets	909,183	858,055	-	-	-	-
Transfers Out	2,460,736	2,723,716	2,585,000	2,585,000	2,585,000	2,570,046
Total Expenditures	22,644,203	25,285,227	25,458,088	26,337,585	25,548,343	26,664,354

FY 2018 Expenditures by Category



City of Weslaco
Long-Range Financial Summary

	Proposed	Long-Range Financial Summary		
	2018	2019	2020	2021
	PROPOSED	PROJECTED	PROJECTED	PROJECTED
REVENUE SUMMARY				
TAXES	20,538,663	19,786,332	20,149,447	20,521,690
LICENSES AND PERMITS	610,377	569,322	578,655	583,310
INTERGOVERNMENTAL REVENUE	495,528	317,202	317,202	317,202
CHARGES FOR SERVICES	1,775,615	2,345,699	2,364,715	2,384,474
FINES AND FORFEITURES	720,277	663,240	663,240	663,240
REV FROM USE OF MONEY &	141,111	31,250	31,550	31,825
OTHER INCOME	2,384,139	1,691,310	1,691,310	1,691,310
MISCELLANEOUS REVENUE	1,500	162,508	162,508	162,508
*** TOTAL REVENUES ***	26,667,210	25,566,863	25,958,627	26,355,559
EXPENDITURE SUMMARY				
CITY COMMISSION	122,171	125,027	125,027	125,027
CITY MANAGER	354,770	356,588	357,782	355,782
CITY SECRETARY	412,327	387,069	388,954	388,954
MUNICIPAL COURT	227,372	236,207	236,701	233,201
FINANCE	831,748	822,890	827,509	829,659
TAX COLLECTION	-	-	-	-
HUMAN RESOURCES	283,413	279,893	275,606	275,606
LAW	293,443	323,960	323,960	323,960
BUILDING MAINTENANCE	827,056	806,451	807,698	807,698
PLANNING	1,181,881	1,113,629	1,091,023	1,117,023
POLICE	7,706,378	6,821,372	6,998,045	6,944,045
FIRE SUPPRESSION	5,815,279	5,425,922	5,583,707	5,583,707
EMERGENCY MANAGEMENT	62,548	57,562	57,562	57,562
EMERGENCY MEDICAL SERVICE	267,013	277,194	278,194	279,194
PUBLIC WORKS - ADMINISTRA	248,256	253,683	254,587	254,587
STREETS	1,314,161	1,369,533	1,456,541	1,371,541
DRAIN DITCH MAINTENANCE	611,675	608,254	555,863	555,863
INFORMATION TECHNOLOGY	869,672	792,976	814,460	804,460
PARKS AND RECREATION	601,086	714,497	625,989	625,989
LIBRARY	785,657	837,794	957,213	932,213
DEBT SERVICE	259,102	259,101	-	120,000
FLEET MAINTENANCE SHOP	310,834	271,257	239,651	239,651
OTHER GENERAL EXPENDITURE	708,465	742,336	692,336	692,336
GENERAL FIXED ASSETS	-	-	-	-
TOTAL OPERATING EXPENDITURES	24,094,308	22,883,195	22,948,408	22,918,058
TRANSFERS OUT				
64-AIRPORT FUND	250,000	250,000	250,000	250,000
02-BOYS & GIRLS CLUB FUND	-	-	-	-
71-INTERNAL SERVICE FUND	215,046	104,641	-	-
21-ECONOMIC INCENTIVES	1,035,000	1,040,000	1,020,000	640,000
15-LAKEVIEW PARK	-	-	-	-
49-FD EQUIP. REPLACEMENT	270,000	280,000	290,000	300,000
50-CIP FUND	800,000	800,000	800,000	2,280,000
***TOTAL TRANSFERS OUT	2,570,046	2,474,641	2,360,000	3,470,000
*** TOTAL EXPENDITURES ***	26,664,354	25,357,836	25,308,408	26,388,058

REVENUES OVER (UNDER)
EXPENDITURES

2,856 209,027 650,219 (32,499)

GENERAL FUND REVENUES

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
TAXES						
400-0010 CURRENT ADVALOREM TAX	6,995,658	8,766,461	8,636,794	8,636,794	9,259,413	9,149,216
400-0020 DELINQ ADVALOREM TAX	336,439	247,993	295,500	295,500	275,655	295,500
400-0030 INT & PENALTY ON TAXES	254,291	199,597	214,000	214,000	190,156	195,861
400-0040 2.5% SALES TAX	8,779,266	8,682,524	8,663,116	8,663,116	8,812,069	9,076,431
400-0060 ALCOHOLIC BEV TAX	104,479	100,234	104,750	104,750	99,784	102,778
400-0090 BINGO TAX	4,645	3,040	4,150	4,150	4,918	4,275
400-0110 FRANCHISE AEP	873,729	885,496	873,000	873,000	825,871	850,647
400-0120 FRANCHISE TEXAS GAS SERVICE	94,674	79,838	96,000	96,000	81,661	84,111
400-0130 FRANCHISE GTE/ VERIZON	58,016	82,828	47,500	47,500	43,222	44,519
400-0140 FRANCHISE TIME WARNER CABLE	352,061	320,596	337,250	337,250	291,667	300,417
400-0160 MAGIC VALLEY ELEC	207,278	197,593	205,000	205,000	207,828	205,000
400-0170 ALLIED WASTE MGT	106,402	170,324	180,000	180,000	164,612	169,550
400-0188 MISC. FRANCHISE FEES	37,256	37,112	36,700	36,700	24,236	37,801
400-0190 GREASE TRAP FRANCHISE	16,616	16,022	21,900	21,900	34,116	22,557
TOTAL TAXES	18,220,810	19,789,659	19,715,660	19,715,660	20,315,207	20,538,663
LICENSES AND PERMITS						
400-1020 BUILDING PERMITS	184,819	163,418	160,000	160,000	201,678	190,678
400-1025 SUBDIVISION FEES	12,184	9,476	20,000	20,000	18,933	20,600
400-1026 CONDITIONAL USE PERMIT APPL	5,700	7,415	7,500	7,500	3,104	7,725
400-1027 REZONING APPLICATION FEE	4,500	4,200	4,500	4,500	3,150	4,635
400-1028 BOARD OF ADJ & APPEALS	10,435	10,600	10,100	10,100	9,900	10,403
400-1030 ELEC & PLBG PERMITS	87,773	94,335	94,000	94,000	89,968	96,820
400-1040 OTHER PERMITS	57,963	73,210	67,500	67,500	61,835	69,525
400-1050 OCCUPATIONAL LICENSES	34,530	38,490	42,500	42,500	49,710	43,775
400-1060 ANIMAL SHELTER REVENUE	2,470	11,619	62,000	62,000	16,176	63,860
400-1090 HEALTH PERMITS	19,445	23,603	23,500	23,500	39,660	24,205
400-1100 WRECKER PERMITS	180	1,940	1,500	1,500	1,808	1,545
400-1120 BLDG PERMIT(RENTAL)	30,680	34,650	45,600	45,600	33,825	46,968
400-1200 POLICE & FIRE ALARM PERMI	12,950	5,450	12,500	12,500	25,967	12,875
400-1210 REPORTS & FINGERPRINTS	12,102	12,255	12,500	12,500	12,626	12,875
400-1220 GAME ROOM MACHINE PERMIT	3,770	2,515	3,775	3,775	2,865	3,888
TOTAL LICENSES AND PERMITS	479,501	493,175	567,475	567,475	571,205	610,377
INTERGOVERNMENTAL REVENUE						
400-2000 INTERGOVERNMENTAL REVENUE	182,046	359,345	300,000	442,534	419,230	477,810
400-2152 VIOLENT CRIME TASK FORCE	14,989	14,665	17,202	17,202	13,184	17,718
TOTAL INTERGOVERNMENTAL REVENUE	197,035	374,010	317,202	459,736	432,414	495,528
CHARGES FOR SERVICES						
400-3020 VITAL STATISTICS	125,051	138,484	140,000	140,000	129,790	144,200
400-3022 DEATH CERTIFICATES	4,661	5,456	6,000	6,000	4,058	6,180
400-3030 RURAL FIRE PAYMENTS	72,350	104,805	18,000	18,000	213,300	105,000
400-3060 CEMETERY CHARGES	21,345	19,725	21,500	21,500	20,365	22,145
400-3065 SALE OF CEMETARY PLOTS	43,495	27,868	38,000	38,000	40,013	39,140
400-3070 PROCEEDS SALE OF ASSETS	48,473	-	50,000	50,000	750	51,500
400-3080 AMBULANCE FEES	1,568,132	1,225,052	1,450,000	1,450,000	1,001,773	1,262,000
400-3085 TRANSPORT CONTRACTS	-	-	350,000	350,000	-	-
400-3110 FIRE MARSHALL INSPECTIONS	14,238	12,591	15,000	15,000	13,338	15,450
400-3120 AMBULANCE CONTRACTS-E.M.S.	125,000	125,000	125,000	125,000	125,000	125,000
400-3200 PROCESSING FEE-ONLINE	-	-	-	5,000	4,591	5,000
TOTAL CHARGES FOR SERVICES	2,022,744	1,658,981	2,213,500	2,218,500	1,552,978	1,775,615

GENERAL FUND REVENUES

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
FINES AND FORFEITURES						
400-4010 CORPORATION COURT FINES	362,275	478,991	482,000	482,000	516,793	496,460
400-4014 CIVIL JUSTICE FEE	12	10	15	15	15	15
400-4020 LIBRARY FINES	7,943	8,423	6,400	6,400	6,016	6,592
400-4025 CITY JUDICIAL SUPPORT FINE	1,746	2,891	2,750	2,750	3,184	2,833
400-4035 LOCAL OMNI BASE FEE	3,992	4,993	4,575	4,575	5,135	4,712
400-4050 TIME PAYMENT REVENUE	5,918	4,334	5,500	5,500	4,338	5,665
400-4055 SPECIAL EXPENSE FEE	38,988	52,347	28,000	28,000	99,662	76,000
400-4060 COURT FINES (WARRANTS)	88,526	124,867	134,000	134,000	127,943	128,000
TOTAL FINES AND FORFEITURES	509,400	676,856	663,240	663,240	763,086	720,277
REV FROM USE OF MONEY &						
400-5010 INTEREST EARNED	16,224	22,428	24,000	24,000	49,314	50,000
400-5011 INTEREST ON INVESTMENTS	3,215	13,396	6,700	6,700	19,319	20,000
400-5020 PARK FACILITY RENTALS	63,624	67,647	66,575	66,575	69,761	53,951
400-5021 PARK LAND DEDICATION	-	-	5,000	5,000	-	5,150
400-5025 LIBRARY FACILITY RENTALS	1,950	3,650	4,625	4,625	2,475	3,650
400-5030 LIBRARY DONATIONS	9	14	8	2,008	3,015	120
400-5040 ROYALTIES	1,141	487	1,000	1,000	689	1,030
400-5070 PROPERTY RENTAL	14,040	6,000	7,000	7,000	10,210	7,210
400-5080 PROPERTY RENTAL-CITY HALL	13,500	-	-	-	-	-
TOTAL REV FROM USE OF MONEY &	113,703	113,623	114,908	116,908	154,783	141,111
OTHER INCOME						
400-6020 MISCELLANEOUS REVENUE	57,977	62,512	45,000	45,000	42,435	46,350
400-6021 PUBLIC INFORMATION REQUESTS	5,804	5,597	6,250	6,250	6,921	6,438
400-6022 WORKERS' COMP. REIMBURSEMENT	86,416	18,470	15,000	15,000	17,413	15,450
400-6030 TRANSFER FROM OTHER FUNDS	22	889,102	1,691,310	1,691,310	1,691,310	1,749,233
400-6035 ADMINISTRATIVE CHARGES	1,491,310	-	-	-	-	-
400-6050 DONATIONS/CONTRIBUTIONS	(2,287)	25,241	15,000	34,670	19,500	35,710
400-6051 DONATIONS-ANIMAL SHELTER	21	10	-	-	-	-
400-6060 REV-DEMO & CLNG VCNT LOTS	25,219	16,759	20,000	20,000	21,655	20,600
400-6070 SHARE/REIM POLICE DPT FIN	26,157	47,046	45,000	45,000	56,220	46,350
400-6080 REV-SALES TAX ADMIN FEE	1,864	(472)	1,500	1,500	1,731	1,545
400-6090 TRAFFIC & CHILD SAFETY	4,144	6,945	4,600	4,600	7,345	4,738
400-6100 OVER/UNDER	311	743	-	-	1,398	-
400-6110 RECREATIONAL ACTIVITIES	6,635	13,365	7,500	7,500	7,853	7,725
400-6700 OTHER FINANCING SOURCE	658,299	-	40,000	40,000	-	450,000
TOTAL OTHER INCOME	2,361,891	1,085,319	1,891,160	1,910,830	1,873,781	2,384,139
MISCELLANEOUS REVENUE						
400-7010 INSURANCE CLAIM PAYMENTS	15,662	1,511	-	-	1,440	1,500
400-7015 SETTLEMENT PROCEEDS	-	575,000	-	-	-	-
TOTAL MISCELLANEOUS REVENUE	15,662	576,511	-	-	1,440	1,500
*** TOTAL REVENUES ***	23,920,745	24,768,134	25,483,145	25,652,349	25,664,894	26,667,210



City Commission

AUTHORIZED POSITIONS

	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Mayor	1	1	1	1
City Commission	6	6	6	6
Department Total	7	7	7	7

DEPARTMENT DESCRIPTION:

The City Commission is the elected governing body of the City of Weslaco. The Mayor, elected at-large, with six Commissioners, elected from single member districts, pass ordinances, policy documents and other measures conducive to the welfare of the City. The City Commission is directly accountable to the citizens for the conduct of municipal affairs.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

- Convened in regular and special meetings to adopt ordinances and policies.
- Started live-streaming its meetings.

GOALS & OBJECTIVES FOR 2017-2018 FISCAL YEAR:

- To set policy and direction and promote the safety, health and welfare of the citizens.
- To provide proper equipment and necessary items to the departments to carry out their respective functions and provide a better quality of service to the citizens.
- Set policies and goals for the community within budget constraints.
- Identify the needs of the City and develop programs to satisfy these needs.

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Commission Meetings conducted	29	30	30	30
Ordinances passed	22	24	24	24
Resolutions passed	75	65	65	65
Proclamations issued	23	20	20	20

City Commission
Expenditure Detail

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
PERSONNEL						
500-1020 REGULAR MEETING	8,950	8,450	9,600	9,600	9,600	9,750
500-1025 EXTRA MEETINGS	675	725	1,200	1,200	1,200	-
500-1140 FICA TAX	631	561	670	670	670	605
500-1150 MEDICARE TAX	148	132	157	157	157	141
TOTAL PERSONNEL	10,404	9,868	11,627	11,627	11,627	10,496
OTHER CHARGES						
500-2010 COMMUNICATIONS	4,317	2,137	3,200	3,200	2,500	1,475
500-2043 TRAVEL AND TRAINING	50,031	20,195	55,000	22,772	15,113	50,000
500-2101 PROFESSIONAL SERVICES	16,228	14,075	26,500	52,850	40,763	26,500
500-2102 PUBLIC EDUCATION & GOVTL	-	-	-	650	-	-
500-2240 ADVERTISING	4,307	4,076	1,600	7,539	1,200	1,600
500-2320 COPYING EXPENSES	1,190	1,790	1,500	1,500	1,300	1,500
500-2440 POSTAGE	8	-	100	100	10	100
500-2520 MEMBERSHIP & SUBSCRIPTION	25,492	26,710	20,000	35,759	47,000	25,000
500-2600 COMM DEVELOP & PROMOTION	5,000	-	-	1,548	1,250	-
500-2631 MAINT-OFFICE MACHINES	-	10,495	-	-	5,000	-
TOTAL OTHER CHARGES	106,572	79,479	107,900	125,918	114,136	106,175
SUPPLIES						
500-3010 OFFICE SUPPLIES	983	705	800	800	700	800
500-3840 OTHER SUPPLIES	1,656	3,592	1,200	4,121	4,200	1,200
500-3850 EQUIPMENT	-	3,395	-	-	-	-
500-3920 MISCELLANEOUS	4,491	6,826	3,500	9,914	10,000	3,500
TOTAL SUPPLIES	7,130	14,518	5,500	14,835	14,900	5,500
CAPITAL OUTLAY						
500-4010 CAPITAL OUTLAY	-	-	-	18,946	-	-
TOTAL CAPITAL OUTLAY	-	-	-	18,946	-	-
***DEPARTMENT TOTAL ***	124,106	103,864	125,027	171,327	140,663	122,171



City Manager

<http://www.weslacotx.gov/departments/city-manager>

AUTHORIZED POSITIONS	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
City Manager	1	1	1	1
Executive Assistant	1	1	1	1
CMO Intern - Temp	0	0	1	1
Grants Coordinator	1	0	0	0
Department Total	3	2	3	3

DEPARTMENT DESCRIPTION:

Responsible for the provision of leadership to all city employees and the efficient and effective management of all city departments.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

- Increased Fund Balance
- Standard and Poor's upgraded from A+ to AA- in 2016.
- Built and opened a Boys & Girls Club.
- Established a Funded Depreciation Fund for Rolling Stock for Fire Department.
- Implemented new Solid Waste Contract that resulted in \$700,000 more in Revenue.
- Opened and finished construction of new Water Plant.

GOALS & OBJECTIVES 2017-18 FISCAL YEAR:

- Widen Drainage Ditches to function as Regional Detention Facilities.
- Pave a minimum of 7 Street Miles.
- Construct and stripe a Hike and Bike Trail in the Harlon Block Park area.
- Submit Texas Parks & Recreation Grant for North Side Park.
- Finish repairs to Water Plant.
- Replace non working Fire Hydrants
- Upgrade Rodriguez Park
- Adopt contract with City of Donna to sell them water.

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Friday Memo - weekly reports		36	48	52
Commission Retreats		2	2	3
Staff Retreats		4	4	4
Citizen Complaints		144	92	80
Department Director's Staff meetings		24	24	24
Maintain General Fund Balance				
Increase Working Capital in Water and Sewer Fund				
Improve traffic at Airport				
Have 12 positive stories in the newspaper				

City Manager
Expenditure Detail

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
PERSONNEL						
501-1010 EXEMPT WAGES	295,353	194,962	196,000	196,000	196,000	192,000
501-1020 NON-EXEMPT WAGES	18,714	43,287	43,853	43,853	43,853	43,846
501-1030 TEMPORARY WAGES	1,195	3,614	-	-	5,280	5,280
501-1080 OVERTIME	53	236	200	200	200	200
501-1100 GROUP INSURANCE	11,398	7,649	9,384	9,384	9,384	9,575
501-1120 PENSION CONTRIBUTION	21,903	29,535	32,322	32,322	32,322	33,700
501-1140 FICA TAX	12,285	12,558	14,883	14,883	14,883	14,950
501-1150 MEDICARE TAX	3,269	3,521	3,481	3,481	3,481	3,496
501-1160 WORKMENS COMP	1,597	932	1,079	1,079	1,079	1,085
501-1180 FUTA	32	416	500	500	500	750
TOTAL PERSONNEL	365,798	296,708	301,702	301,702	306,982	304,883
OTHER CHARGES						
501-2010 COMMUNICATIONS	7,124	5,572	8,000	8,000	5,600	3,688
501-2043 TRAVEL AND TRAINING	9,412	14,618	15,000	15,000	10,000	15,000
501-2100 PROFESSIONAL SERVICES	50,475	37,644	20,000	20,000	22,367	20,000
501-2320 COPYING EXPENSES	2,239	3,526	2,700	2,700	2,816	3,700
501-2440 POSTAGE	77	188	500	500	150	500
501-2520 MEMBERSHIP & SUBSCRIPTION	4,471	2,175	3,500	3,500	2,500	3,500
501-2636 MAINT-VEHICLES	80	-	-	-	-	-
501-2810 OTHER SERVICES	-	90	-	-	-	-
TOTAL OTHER CHARGES	73,879	63,813	49,700	49,700	43,433	46,388
SUPPLIES						
501-3010 OFFICE SUPPLIES	2,418	944	2,500	2,500	1,800	2,500
501-3840 OTHER SUPPLIES	568	1,327	-	-	1,100	1,000
501-3920 MISCELLANEOUS	1,711	1,237	2,000	2,000	1,100	-
TOTAL SUPPLIES	4,697	3,508	4,500	4,500	4,000	3,500
CAPITAL OUTLAY						
501-4010 CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	-	-	-	-	-
***DEPARTMENT TOTAL ***	444,374	364,029	355,902	355,902	354,415	354,770



AUTHORIZED POSITIONS	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
City Secretary	1	1	1	1
General Service Coordinator	1	0	0	0
Deputy Registrar	1	1	1	1
Records Specialist	1	1	1	1
Secretary I	1	1	1	1
Deputy Secretary	1	1	1	1
Receptionist	1	1	1	1
Internships-Part Time	0	0	1	1
Department Total	7	6	7	7

DEPARTMENT DESCRIPTION:

The City Secretary serves as Commission certifier, records management officer, local registrar, and elections administrator.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

- Implemented electronic agenda management and distribution platform
- Helped develop new City website
- Created electronic copies of vital and other permanent records
- Produced minutes, agendas, resolutions, and ordinances
- Prepared proclamations and other municipal recognitions
- Responded to public information and internal research requests
- Issued certified copies of birth and death certificates and burial transit permits
- Facilitated Acknowledgement of Paternity documentation
- Provided administrative support to other municipal departments
- Routed phone calls and mail delivery

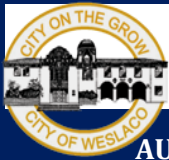
GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- Renovate archive space for records
- Establish a Records Disaster Protocol
- Implement an internal public information management system

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Commission Meeting Agendas Prepared	29	30	30	30
Records Scanned	66 boxes/	25 boxes	25 boxes	25 boxes
Birth Certificates Filed	2,045	1500	1500	1500
Birth Certificates Issued	5,430	3500	3500	3500
Death Certificates Filed	503	350	350	350
Death Certificates Issued	1,030	300	300	300
Ordinances codified	22	24	24	24
Resolutions passed	75	65	65	65
Proclamations issued	23	20	20	20

City Secretary
Expenditure Detail

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
502-1010	EXEMPT WAGES	70,015	71,347	71,400	71,400	71,400	75,400
502-1020	NON-EXEMPT WAGES	120,070	138,041	140,768	140,768	140,768	140,774
502-1030	TEMPORARY WAGES	-	-	10,504	10,504	10,504	10,504
502-1080	OVERTIME	821	324	1,000	1,000	1,000	1,000
502-1100	GROUP INSURANCE	22,916	26,862	28,152	28,152	28,152	28,726
502-1120	PENSION CONTRIBUTION	12,993	12,961	14,551	14,551	14,551	16,213
502-1140	FICA TAX	12,036	12,461	13,868	13,868	13,868	14,054
502-1150	MEDICARE TAX	2,815	2,914	3,243	3,243	3,243	3,287
502-1160	WORKMENS COMP	1,124	849	1,007	1,007	1,007	1,020
502-1180	FUTA	325	1,032	1,500	1,500	1,500	1,750
TOTAL PERSONNEL		243,114	266,792	285,993	285,993	285,993	292,728
OTHER CHARGES							
502-2010	COMMUNICATIONS	5,392	5,083	9,200	9,200	5,000	3,319
502-2043	TRAVEL AND TRAINING	3,254	14,555	10,460	10,460	11,401	10,460
502-2090	RECORDING DEEDS	1,311	1,288	3,000	3,000	1,200	3,000
502-2100	PROFESSIONAL SERVICES	25,708	27,592	40,000	40,000	25,000	35,000
502-2240	ADVERTISING	4,856	4,864	8,000	8,000	4,800	8,000
502-2320	COPYING EXPENSES	1,246	1,409	1,800	1,800	1,400	1,800
502-2440	POSTAGE	892	1,089	3,000	3,000	2,000	3,000
502-2520	MEMBERSHIP & SUBS	332	398	1,110	1,110	575	1,110
502-2631	MAINT-OFFICE MACHINES	-	1,432	2,148	2,148	-	2,148
502-2636	MAINT-VEHICLES	18	286	1,500	1,500	350	1,500
502-2810	RECORDS RETENTION	5,643	8,472	6,500	6,500	5,500	6,500
502-2860	REMOTE ACCESS	2,652	3,503	4,000	4,000	2,600	4,000
502-2920	BANK SERVICES	1,245	1,460	1,350	1,350	1,200	1,350
TOTAL OTHER CHARGES		52,548	71,432	92,068	92,068	61,026	81,187
SUPPLIES							
502-3010	OFFICE SUPPLIES	6,457	6,194	7,279	7,279	5,500	7,279
502-3080	CLOTHING & LINEN	-	400	401	401	-	401
502-3760	CODE BOOK-CODIFICATION	650	4,676	4,700	4,700	650	4,700
502-3840	OTHER SUPPLIES	28	369	-	-	250	-
502-3850	EQUIPMENT	-	-	4,220	3,320	-	-
TOTAL SUPPLIES		7,135	11,640	16,600	15,700	6,400	12,380
CAPITAL OUTLAY							
502-4010	CAPITAL OUTLAY	-	-	7,200	8,100	-	26,032
TOTAL CAPITAL OUTLAY		-	-	7,200	8,100	-	26,032
***DEPARTMENT TOTAL ***							
		302,798	349,864	401,861	401,861	353,419	412,327



Municipal Court

www.weslacotx.gov/departments/municipal-court

AUTHORIZED POSITIONS

	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Municipal Court Administrator	1	1	1	1
Court Clerk	2	2	2	2
Department Total	3	3	3	3

DEPARTMENT DESCRIPTION:

The purpose of Municipal Court is to insure fair and impartial administration of justice to all people with with professionalism and effectiveness.

ACCOMPLISHMENTS FOR 2016 - 17 FISCAL YEAR:

- The Court has stayed within the budget to meet the goals of the City.
- The Court has come up with alternative ways to save money.

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- The goal of municipal court is to file complaints to final disposition.
- Collect on any outstanding or unpaid citation before they become warrants.
- Issue warrants for any outstanding and unpaid citations disposed by the Judge.
- Prepare monthly state report and collection report.
- Conduct Bench trial and Jury trials once a month.
- Coordinate with the Prosecutor for any specific legal dilemmas that the Court might have with complaints/citations.
- Be efficient and service oriented with innovative and entrepreneurial administration; not a single tax payer should be left with a feeling that we were not a professional organization.

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Cases Filed	12,994	24,946	25,000	26,000
Warrants Filed	6,852	12,916	13,000	14,000
Warrants Executed	6,584	12,988	13,000	14,000
Cases Disposed (New/Old)	11,000	22,032	23,000	24,000

**Municipal Court
Expenditure Detail**

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
503-1010	EXEMPT WAGES	51,217	52,078	51,861	51,861	51,861	51,861
503-1020	NON-EXEMPT WAGES	45,064	47,828	47,906	47,906	47,906	50,794
503-1025	PART-TIME WAGES	1,179	-				
503-1080	OVERTIME	34	176	1,000	1,000	1,000	1,000
503-1100	GROUP INSURANCE	14,119	13,053	14,076	14,076	14,076	14,363
503-1120	PENSION CONTRIBUTION	6,575	6,191	6,852	6,852	6,852	7,699
503-1140	FICA TAX	6,065	5,871	6,248	6,248	6,248	6,365
503-1150	MEDICARE TAX	1,419	1,373	1,461	1,461	1,461	1,488
503-1160	WORKMENS COMP	532	382	449	449	449	462
503-1180	FUTA	61	513	750	750	34	750
TOTAL PERSONNEL		126,266	127,464	130,603	130,603	129,887	134,782
OTHER CHARGES							
503-2010	COMMUNICATIONS	-	76	500	500	150	230
503-2043	TRAVEL AND TRAINING	2,498	1,955	3,210	2,410	2,000	3,210
503-2102	CITY JUDGE	71,693	91,200	91,200	91,200	85,200	75,000
503-2240	ADVERTISING	664	-	391	391	-	391
503-2320	COPYING EXPENSES	-	702	654	654	1,350	654
503-2440	POSTAGE	463	340	700	700	775	700
503-2450	PROFESSIONAL SERVICES	573	3	300	300	-	300
503-2520	MEMBERSHIP & SUBS	36	56	600	100	60	600
503-2920	BANK SERVICES	3,066	4,386	3,000	3,000	2,850	3,000
TOTAL OTHER CHARGES		78,993	98,718	100,555	99,255	92,385	84,085
SUPPLIES							
503-3010	OFFICE SUPPLIES	3,295	3,224	2,455	3,755	3,000	2,455
503-3080	CLOTHING & LINENS	110	-	350	500	550	350
503-3840	OTHER SUPPLIES	261	209	300	300	180	300
503-3850	EQUIPMENT	-	-	1,500	1,350	-	1,500
TOTAL SUPPLIES		3,666	3,433	4,605	5,905	3,730	4,605
CAPITAL OUTLAY							
503-4010	CAPITAL OUTLAY	-	-	-	-	-	3,900
TOTAL CAPITAL OUTLAY		-	-	-	-	-	3,900
***DEPARTMENT TOTAL ***		208,925	229,615	235,763	235,763	226,002	227,372



Finance

www.weslacotx.gov/departments/finance

AUTHORIZED POSITIONS	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Finance Director	1	1	1	1
Assistant Finance Director	1	1	1	1
Accountant II	2	2	2	2
Accounting Clerk	2	2	2	2
Purchasing Agent	1	1	1	1
EMS Billing Specialist	0	2	2	2
EMS Billing Clerk	0	1	1	1
Department Total	7	10	10	10

DEPARTMENT DESCRIPTION:

Functional responsibilities of the Finance department include accounting, budgeting, investments, cash and debt management and financial reporting. Payroll, accounts receivable, accounts payable, and fixed assets are all part of the accounting function. The Purchasing division was merged with Finance during fiscal year 2010-2011. Purchasing is responsible for acquiring goods and services for the City, in accordance with the state law, the City's purchasing policies and annual budget. In 2015-2016, EMS Billing, Utility Billing and Meter Reader Divisions were added to the Finance Department for supervision and control purposes.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

- Obtained an unmodified ("clean") audit opinion for 9/30/2016.
- Completed the 9/30/2016 audit in shorter time frame - by 3/21/2017.
- Submitted audit for GFOA Certificate of Achievement Program - pending result.
- Revised the Purchasing Policy and implemented a paperless requisition/purchase order process.
- Closed out FEMA project relating to October 2015 flooding. All projects completed and paid.
- Provided all financial and investment reports on a quarterly basis and made them available on city's website.

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- Provide more timely monthly financial reporting.
- Provide excellent customer service in all departments, and decrease complaints.
- Maximize return on investments without sacrificing safety.
- Increase collections of EMS private pay accounts.
- Prepare CAFR that meets the requirements of the GFOA Certificate of Achievement Program.
- Apply for and receive Texas Transparency Star program for finances.
- Provide more opportunities for staff to attend training and increase their knowledge and capacity.
- Adopt cash management policy and implement cash handling training.

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Journal Entries posted	2,413	2,500		2,500
Disbursement Checks issued	5,286	5,000		5,000
Payroll Direct Deposits	7,571	7,800		7,800
Purchase Orders	4,149	3,880	4,000	4,000
Travel Forms Processed	230	250	320	300
Bids	33	20	30	30
Finance Invoices issued	71	60		60
Airport Invoices issued	210	210		210

Finance
Expenditure Detail

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
505-1010	EXEMPT WAGES	151,252	276,290	281,795	172,765	171,536	151,971
505-1020	NON-EXEMPT WAGES	78,204	62,442	129,566	235,796	207,574	283,130
505-1025	PART-TIME WAGES	-	-	13,551	13,551	17,644	-
505-1030	TEMPORARY EMPLOYEES	15,138	-	-	-		
505-1080	OVERTIME	387	26	1,000	2,500	3,448	1,000
505-1100	GROUP INSURANCE	24,979	30,106	42,228	42,228	38,693	47,876
505-1120	PENSION CONTRIBUTION	15,816	20,892	28,041	28,041	27,698	32,633
505-1140	FICA TAX	15,081	19,696	26,407	26,407	24,240	26,976
505-1150	MEDICARE TAX	3,527	4,606	6,175	6,175	5,669	6,309
505-1160	WORKMENS COMP	1,415	1,320	1,913	2,413	2,628	1,958
505-1180	FUTA	67	1,203	2,500	500	188	2,500
TOTAL PERSONNEL		305,865	416,581	533,176	530,376	499,318	554,353
OTHER CHARGES							
505-2010	COMMUNICATIONS	5,372	5,133	5,500	5,500	4,992	2,535
505-2043	TRAVEL AND TRAINING	5,171	10,588	12,780	10,480	8,285	10,500
505-2060	CONTRACT TAX OFFICE	-	-	46,260	46,260	40,478	46,260
505-2101	PROFESSIONAL SERVICES	138,047	99,165	84,000	85,800	85,800	83,000
505-2240	ADVERTISING	4,359	1,041	1,500	900	439	1,500
505-2320	COPYING EXPENSES	1,693	2,202	3,000	3,000	3,197	3,600
505-2440	POSTAGE	2,078	1,732	1,250	2,750	2,483	1,500
505-2520	MEMBERSHIP & SUBS	1,767	1,760	2,364	7,618	5,282	3,364
505-2580	HIDALGO COUNTY APPR UNIT	-	-	124,832	120,128	130,163	116,786
505-2810	OTHER SERVICES	2,353	927	1,900	2,150	2,020	1,000
505-2920	BANK SERVICES	25	-	-	-	-	
TOTAL OTHER CHARGES		160,865	122,548	283,386	284,586	283,139	270,045
SUPPLIES							
505-3010	OFFICE SUPPLIES	4,209	5,792	6,200	7,400	6,704	6,200
505-3080	CLOTHING & LINENS	75	924	300	750	493	400
505-3840	OTHER SUPPLIES	529	235	700	300	-	250
505-3850	EQUIPMENT	-	-	1,150	1,500	2,149	500
TOTAL SUPPLIES		4,813	6,951	8,350	9,950	9,346	7,350
CAPITAL OUTLAY							
505-4010	CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-
***DEPARTMENT TOTAL ***		471,543	546,080	824,912	824,912	791,803	831,748

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**Tax Collection
Expenditure Detail**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
OTHER CHARGES						
506-2060 CONTRACT TAX OFFICE	46,077	46,260	-	-	-	-
506-2070 ATTY FEE DELINQUENT TAX	-	-				
506-2580 HIDALGO COUNTY APPR UNIT	102,140	104,896	-	-	-	-
TOTAL OTHER CHARGES	148,217	151,156	-	-	-	-
***DEPARTMENT TOTAL ***	148,217	151,156	-	-	-	-



Human Resources

www.weslacotx.gov/departments/human-resources

AUTHORIZED POSITIONS

	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Human Resources/Civil Service Director	1	1	1	1
HR Generalist II	1	0	0	0
HR Generalist I	1	2	2	3
HR Aide	0	1	1	0
Department Total	3	4	4	4

DEPARTMENT DESCRIPTION:

Perform all functions and duties relating to human resource management to insure conformity with state and federal laws and established policies and procedures. Monitor the needs and welfare of city employees to maintain productivity.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

- Successful 1094/1095 [ACA] reporting to IRS.
- Continue partnership with (WFS) Workforce Solutions for on-the-job-training.
Survey and requirements for participation of (IMAGE) ICE Mutual Agreement between Government and
- Employers complete; pending approval from agency.
- Successful open enrollments for Health and Cafeteria plan
- Successful health fairs.
- In-house employee training and professional development.

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

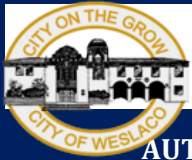
- Continue to promote "Safety First" as part of our on-going safety program and decrease work injuries and/or incidents;
- Continue to promote internal/external partnerships;
Promote wellness initiative to our staff (i.e.. Partnerships with local fitness centers, count your steps competition, education, etc.);
- Promote training and professional development (effective conflict management, crisis management, etc.);
- Provide leadership, coordination and serve as a resource to other departments;
- Electronic hiring process [application and selection processing]

PERFORMANCE MEASURES

	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Meetings/Trainings Attended/Staff Training	50	36	36	102
Process Job Orders (internal/public)	962	1,340	1,340	1,722
Process Personnel Actions, Performance Reviews, etc.	1,063	468	468	1,500
Employee new hire and exit packets/ orientations.	100	191	191	255
Process Community Service Referrals & Volunteers	-	236	236	180
Drug/Alcohol screening: random, pre-employment, post accident & reasonable suspicion	152	86	86	300
Background checks, etc.	132	158	158	553
Employment Requests (Verifications, Benefits, Garnishments, E-verify, etc.)	133	441	441	652
Civil Service (Examinations).	73	30	30	64

Human Resources
Expenditure Detail

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
507-1010	EXEMPT WAGES	85,938	75,266	74,263	74,263	74,263	73,363
507-1020	NON-EXEMPT WAGES	49,139	72,183	89,447	89,447	89,447	95,992
507-1040	PART-TIME WAGES	5,189	6,878	4,500	4,500	4,500	4,500
507-1080	OVERTIME	520	1,155	1,000	1,000	1,000	1,000
507-1100	GROUP INSURANCE	13,756	13,805	18,768	18,768	18,768	19,150
507-1120	PENSION CONTRIBUTION	9,266	9,175	11,200	11,200	11,200	12,702
507-1140	FICA TAX	8,449	8,678	10,491	10,491	10,491	10,779
507-1150	MEDICARE TAX	1,976	2,029	2,454	2,454	2,454	2,521
507-1160	WORKMENS COMP	734	600	757	757	757	782
507-1180	FUTA	36	645	1,250	1,250	1,250	1,000
TOTAL PERSONNEL		175,003	190,413	214,130	214,130	214,130	221,789
OTHER CHARGES							
507-2010	COMMUNICATIONS	2,188	2,117	2,500	2,500	2,135	1,152
507-2043	TRAVEL AND TRAINING	4,563	8,563	24,442	24,442	15,000	20,000
507-2100	PROFESSIONAL SERVICES	6,514	15,256	7,000	7,000	6,500	8,500
507-2240	ADVERTISING	1,170	1,634	1,800	1,800	1,175	1,500
507-2320	COPYING EXPENSES	2,082	3,071	6,000	6,000	4,200	4,000
507-2440	POSTAGE	545	378	400	400	220	400
507-2520	MEMBERSHIP & SUBS	4,576	3,664	6,190	6,190	3,500	6,190
507-2631	MAINT-OFFICE MACHINES	-	450	522	522	-	522
507-2810	OTHER SERVICES	4,702	13,575	11,160	11,160	8,922	11,160
TOTAL OTHER CHARGES		26,341	48,707	60,014	60,014	41,652	53,424
SUPPLIES							
507-3010	OFFICE SUPPLIES	1,712	3,400	2,020	2,020	1,200	2,000
507-3080	CLOTHING & LINENS	-	460	500	500	357	500
507-3640	EDUCATIONAL SUPPLIES	4,417	6,845	4,900	4,900	2,000	4,500
507-3840	OTHER SUPPLIES	-	53	-	-	-	-
507-3850	EQUIPMENT	-	-	1,852	1,852	1,190	1,200
TOTAL SUPPLIES		6,129	10,758	9,272	9,272	4,747	8,200
CAPITAL OUTLAY							
507-4010	CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-
***DEPARTMENT TOTAL ***							
		207,472	249,878	283,416	283,416	260,529	283,413



Law-City Attorney

AUTHORIZED POSITIONS

Actual
2015-2016

Budget
2016-2017

Estimated
2016-2017

Proposed
2017-2018

DEPARTMENT DESCRIPTION:

To provide reliable legal services to the City of Weslaco. The City Attorney is an outside counsel and is paid a monthly retainer for legal services rendered.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

- Reduce cases
- Reduce billing cost

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- Reduce billing cost to no more than \$180,000
- Minimize lawsuits
- Provide one staff training

PERFORMANCE MEASURES

Actual
2015-2016

Budget
2016-2017

Estimated
2016-2017

Proposed
2017-2018

Law - City Attorney
Expenditure Detail

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
PERSONNEL						
509-1010 EXEMPT WAGES	7,878	-	-	-	-	-
509-1020 NON-EXEMPT WAGES	-	-	-	-	-	-
509-1040 PART-TIME WAGES	-	-	-	-	-	-
509-1080 OVERTIME	-	-	-	-	-	-
509-1100 GROUP INSURANCE	363	-	-	-	-	-
509-1120 PENSION CONTRIBUTION	518	-	-	-	-	-
509-1140 FICA TAX	474	-	-	-	-	-
509-1150 MEDICARE TAX	111	-	-	-	-	-
509-1160 WORKMENS COMP	481	-	-	-	-	-
509-1180 FUTA	-	-	-	-	-	-
TOTAL PERSONNEL	9,825	-	-	-	-	-
OTHER CHARGES						
509-2010 COMMUNICATIONS	635	582	960	960	534	443
509-2043 TRAVEL & TRAINING	1,674	1,421	2,000	2,000	1,600	2,000
509-2120 CITY ATTORNEY RETAINER	150,000	196,115	180,000	180,000	160,000	150,000
509-2130 SPECIAL CASES	825,135	569,179	80,000	280,000	400,789	80,000
509-2135 MUNICIPAL COURT CASES	9,500	59,250	60,000	60,000	60,000	60,000
509-2520 MEMBERSHIP & SUBSCRIPTION	68	-	-	-	-	-
TOTAL OTHER CHARGES	987,013	826,547	322,960	522,960	622,923	292,443
SUPPLIES						
509-3010 OFFICE SUPPLIES	-	-	500	500	-	500
509-3850 EQUIPMENT	-	-	500	500	-	500
TOTAL SUPPLIES	-	-	1,000	1,000	-	1,000
***DEPARTMENT TOTAL ***	996,838	826,547	323,960	523,960	622,923	293,443



Building Maintenance

www.weslacotx.gov/departments/parks-and-recreation

AUTHORIZED POSITIONS	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Assistant Public Facilities Director	1	0	0	0
Building Maintenance Supervisor	1	1	1	1
A/C Technician	1	1	1	1
Master Electrician	1	0	0	0
Skilled Laborer	1	1	1	1
Laborer	4	1	1	1
Custodian-Full Time	4	5	4	4
Custodian-Part Time	0	0	2	2
Equipment Operator	1	0	0	0
Tractor Operator I	1	0	0	0
Department Total	15	9	10	10

DEPARTMENT DESCRIPTION:

To protect the public against hazards associated with building structures and to promote energy conservation and improve building security through building codes.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR

- Roofing Police Sub Station
- AC Condenser unit at PW building
- ADA door entrance at City Hall
- Build out offices at communications center and Police investigation room 2nd floor (both at PW building)
- Roof at Fire Station #3
- City Park entrance lighted sign and power boxes for events on the north side.
- Relocate and remodel old city hall to Fire Marshal office.
- Installed benches at Library

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- Provide timely and comprehensive services in respond to service demand.
- Manage and coordinate maintenance & operation division activities.
- Provide the highest level of services to city owned facilities through enforcement of adopted and state mandated building codes.

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Complete building inspections and implement the associated maintenance and repairs				
Trainings attended.				
Building Maintenance related work orders				

**Building Maintenance
Expenditure Detail**

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
510-1010	EXEMPT WAGES	87,926	41,797	41,820	5,622	5,622	-
510-1020	NON-EXEMPT WAGES	285,520	240,144	202,909	239,107	239,107	249,101
510-1080	OVERTIME	4,513	8,671	7,000	7,000	7,000	7,000
510-1100	GROUP INSURANCE	62,668	43,568	42,228	42,228	42,228	43,088
510-1120	PENSION CONTRIBUTION	25,816	17,999	17,118	17,118	17,118	18,683
510-1140	FICA TAX	23,626	17,477	15,607	15,607	15,607	15,444
510-1150	MEDICARE TAX	5,525	4,087	3,650	3,650	3,650	3,612
510-1160	WORKMENS COMP	9,321	10,701	10,965	10,965	10,965	13,751
510-1180	FUTA	1,183	1,683	2,250	2,250	2,250	2,250
TOTAL PERSONNEL		506,098	386,126	343,547	343,547	343,547	352,928
OTHER CHARGES							
510-2010	COMMUNICATIONS	4,935	5,250	6,365	6,365	5,300	2,934
510-2043	TRAVEL AND TRAINING	133	571	300	300	300	500
510-2100	PROFESSIONAL SERVICES	12,239	-	-	1,500	950	2,000
510-2300	EQUIPMENT RENTAL	-	3,170	4,920	4,920	3,500	4,920
510-2380	UTILITIES	357,798	391,798	328,000	328,000	360,000	292,024
510-2520	MEMBERSHIP & SUBS	312	-	200	200	-	200
510-2626	MAINT-BUILDINGS	34,838	36,730	34,900	41,300	35,000	35,000
510-2627	MAINT-ALARMS	-	-	-	-	-	13,000
510-2628	MAINT-OTHER	6,383	5,439	5,665	65	2,000	7,000
510-2629	MAINT.-PARKS	28	-	-	-	-	-
510-2633	MAINT.-GAS PUMP	869	1,281	1,500	200	500	-
510-2634	MAINT-MACHINERY	3,044	722	4,000	-	500	4,000
510-2636	MAINT-VEHICLES	3,564	3,484	4,120	4,120	2,930	4,000
510-2639	MAINT-RADIOS	-	75	-	-	-	2,000
510-2641	MAINT-HEAT & A/C	14,821	14,187	20,000	20,000	12,000	15,000
510-2651	MAINT-ELEVATOR	5,711	4,959	5,000	6,000	4,829	5,000
510-2660	TERMITING	2,909	1,458	2,000	1,000	600	6,000
510-2810	OTHER SERVICES	984	1,651	300	3,800	3,261	300
TOTAL OTHER CHARGES		448,569	470,774	417,270	417,770	431,670	393,878
SUPPLIES							
510-3010	OFFICE SUPPLIES	1,201	1,070	1,200	200	900	1,000
510-3040	JANITOR SUPPLIES	18,828	18,294	11,330	16,830	19,465	18,000
510-3080	CLOTHING & LINENS	7,794	5,319	4,150	4,150	5,000	5,000
510-3090	WELDING SUPPLIES	1,197	95	-	-	-	-
510-3240	MOTOR FUEL & LUBE	14,006	9,241	10,000	7,000	7,000	8,000
510-3280	MINOR TOOLS	1,334	1,365	1,030	1,030	1,200	3,000
510-3400	CHEMICALS	165	-	1,545	545	-	-
510-3480	CHEMICALS-MEDICAL	340	-	-	-	-	-
510-3680	LANDSCAPING	-	6,594	7,240	2,240	2,500	3,000
510-3840	OTHER SUPPLIES	4,148	3,196	3,000	7,000	6,500	3,000
510-3850	EQUIPMENT	1,733	10,973	1,250	1,250	1,597	1,250
TOTAL SUPPLIES		50,746	56,148	40,745	40,245	44,162	42,250
CAPITAL OUTLAY							
510-4010	CAPITAL OUTLAY	-	-	65,500	65,500	74,754	38,000
TOTAL CAPITAL OUTLAY		-	-	65,500	65,500	74,754	38,000
***DEPARTMENT TOTAL ***							
		1,005,413	913,048	867,062	867,062	894,133	827,056



Planning & Code Enforcement

www.weslacotx.gov/departments/planning-and-ce

AUTHORIZED POSITIONS	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
City Engineer/Planning Director	1	1	1	1
Construction Inspector/CADD Supervisor	1	1	1	1
Construction Inspector/Surveyor	1	1	1	1
Engineer II	1	1	1	1
Senior Planner	1	1	1	1
Chief Building Official	1	1	1	1
Building Inspector	1	1	1	1
Health Official	1	1	1	1
Code Enforcement Inspector I	1	1	1	1
Animal Control Officer	2	2	2	3
Part-time Animal Control Officer	0	1	1	0
Secretary II	1	1	1	1
Secretary I	2	2	2	2
Engineer Technician	0	1	1	1
Temporary CADD Technicians (part time)	2	1	2	2
Temporary Building/CE Inspector (full time)	0	1	1	1
Department Total	16	18	19	19

DEPARTMENT DESCRIPTION:

To ensure effective and positive growth for the City of Weslaco. Enforcement of building, health, and sanitation codes in order to enhance the safety and well being of the citizens of Weslaco.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

- Designed Boys and Girls Parking Lot, Pleasantview Village Sewer Line, Lift Station 37 Continuation, Valley Nature Center Improvements, 6th Street Striping Plan, Begin Bike Lanes in different locations, Stormlines Mapping, detention pond expansions and 2nd Street Sidewalk.
- Updated all buiding codes.
- Updated Zoning Ordinance.
- Launch spay and neuter program for animal control.
- Expanded animal care services to the City of Mercedes, Donna and Elsa.
- Removed 8 dilapidated structures.
- Implemented Accela with online registrations.

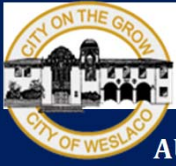
GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- Facilitate residential, commercial and public development that advances the best interest of Weslaco and makes the City an even better place to live, work and visit by planning for Weslaco's near-term and long-term transportation, housing, recreation, infrastructure, and economic development needs.
- Provide timely, reliable and courteous response to members of the public seeking planning and zoning approvals or information.
- To facilitate services to all residents in a timely manner.
- Serves as on the Metropolitan Planning Organization Technical and Policy Committee
- Continue expanding the information contained in the City's GIS and CADD. Yearly Project
- Follow City goals in accordance to Comprehensive Plan
- Update and adopt Construction Standards Manual for all new subdivision construction. 6/1/2018
- Obtain more specific training on implementing and utilizing the GIS and traffic synchronization software.
- Follow master drainage plan to reduce drainage problems for the City. Yearly Project
- Courteously, efficiently and effectively enforce the building, health, sanitation and environmental codes to enhance the safety and well-being of the residents, employees and visitors of Weslaco and protect financial investments in our City.
- Educate the regulated community and members of the public about applicable rules governing their property, establishments and activities. Yearly Project
- Obtain commercial inspection certification for all building inspectors Yearly Project
- Achieve and maintain the levels of certifications and licenses required to run a professional building inspection division. Yearly Project
- Obtain additional licenses for vector control Yearly Project
- Continue animal adoption program and analyze expansion with municipalities. Yearly Project
- Improve the turnaround time of inspections by utilizing technology (Accela). Yearly Project
- To locate properties that are currently City right-of-way and replat to create lots for additional revenues which will fund additional equipment and software for the Departments. Yearly Project

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Engineering Division projects	19	17		17
Subdivision Plats Reviewed	8	20		15
Zone change requests processed	15	15		15
Inspections	4957	5000		5700
Animal Control Calls	5423	5400		5400
Animals Picked-up	2940	3400		3600
Code Enforcement Investigations	2868	2300		2800
Conditional Use Permit requests processed	20	13		15
Issued Permits	2037	2350		2400
Dilapidated Structures	24	15		20
Health Permits	33 2595	2000		2200

**Planning & Code Enforcement
Expenditure Detail**

		History		Current		Proposed
		2015	2016	2017	2017	2017
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED
						PROPOSED
PERSONNEL						
511-1010	EXEMPT WAGES	237,680	261,062	318,518	244,913	244,913
511-1020	NON-EXEMPT WAGES	302,655	330,028	337,462	411,067	411,067
511-1025	PART-TIME WAGES	5,723	12,701	17,480	17,480	17,480
511-1080	OVERTIME	10,265	9,893	10,000	10,000	10,000
511-1100	GROUP INSURANCE	61,672	61,342	75,072	75,072	75,072
511-1120	PENSION CONTRIBUTION	37,285	37,079	45,287	45,287	45,287
511-1140	FICA TAX	33,822	35,816	42,375	42,375	42,375
511-1150	MEDICARE TAX	7,910	8,377	9,910	9,910	9,910
511-1160	WORKMENS COMP	7,795	5,033	8,350	8,350	8,350
511-1180	FUTA	548	2,571	4,500	4,500	4,500
TOTAL PERSONNEL		705,355	763,902	868,954	868,954	868,954
OTHER CHARGES						
511-2010	COMMUNICATIONS	9,155	9,734	10,000	10,000	9,750
511-2043	TRAVEL AND TRAINING	12,344	20,565	21,700	21,700	17,850
511-2100	PROFESSIONAL SERVICES	5,610	38,584	30,000	30,000	21,293
511-2240	ADVERTISING	6,945	9,092	11,000	8,000	6,226
511-2320	COPYING EXPENSES	3,815	2,929	5,000	5,000	4,700
511-2440	POSTAGE	6,869	4,693	5,000	5,000	4,752
511-2520	MEMBERSHIP & SUBS	5,955	7,686	8,000	9,000	8,713
511-2631	MAINT-OFFICE MACHINES	423	975	1,000	1,000	-
511-2632	MAINT-OFFICE MACHINES	-	-	-	-	-
511-2636	MAINT-VEHICLES	3,603	6,405	5,500	10,225	7,125
511-2639	MAINT-RADIOS	-	305	500	500	318
511-2720	ANIMAL SHELTER	30,604	40,749	45,000	39,875	36,000
511-2810	OTHER SERVICES	8,233	11,010	10,000	10,000	9,500
511-2820	CERTIFICATIONS & LICENSES	111	583	-	-	106
511-2920	C-CARD SERVICES CHARGES	-	-	-	-	90
511-2940	DEMO & CLEANING	10,561	22,845	15,000	15,000	22,551
TOTAL OTHER CHARGES		104,227	176,154	167,700	165,300	148,974
SUPPLIES						
511-3010	OFFICE SUPPLIES	4,382	6,063	4,400	4,400	4,316
511-3080	CLOTHING & LINENS	5,549	5,463	7,300	7,300	6,956
511-3160	ANIMAL WARDEN SUPPLIES	-	3,073	2,000	2,000	-
511-3240	MOTOR FUEL & LUBE	11,939	11,458	12,000	12,000	12,000
511-3560	MAPS & GRAPHICS	572	1,337	1,500	1,500	881
511-3600	INK-PENS & DRAFTING PAPER	800	2,067	2,000	2,000	1,996
511-3760	CODE BOOK-CODIFICATION	1,138	1,173	1,200	1,200	1,132
511-3840	OTHER SUPPLIES	1,148	1,474	1,500	1,500	1,450
511-3850	EQUIPMENT	3,310	35,667	3,500	5,900	5,747
511-3880	MOSQUITO SPRAY	12,018	6,264	7,500	7,500	6,500
TOTAL SUPPLIES		40,856	74,039	42,900	45,300	40,978
CAPITAL OUTLAY						
511-4010	CAPITAL OUTLAY	-	-	62,959	62,959	64,028
TOTAL CAPITAL OUTLAY		-	-	62,959	62,959	64,028
***DEPARTMENT TOTAL ***		850,437	1,014,095	1,142,513	1,142,513	1,122,934



Police

www.weslacotx.gov/departments/police

AUTHORIZED POSITIONS	Actual 2016	2015- Budget 2017	2016- Estimated 2016-2017	Proposed 2017-2018
Chief of Police	1	1	1	1
Administrative Services Coordinator	1	1	1	1
Captain	4	4	4	4
Assistant Chief of Police	1	1	1	1
Lieutenant	6	6	7	7
Sergeant	12	12	12	12
Police Officer	43	44	45	47
Police Officer (Forfeiture)	0	1	1	1
Jailer	5	5	5	5
JAIL SUPERVISOR	0	0	0	1
Communications Supervisor	1	1	1	1
Dispatcher	10	11	11	12
Senior Records Clerk	1	1	1	1
Clerk I	5	3	3	3
Secretary	0	1	1	1
Support Service Aide	0	1	1	1
Crime Analyst	0	1	1	1
Urban Blight (Graffiti) Custodian	0	1	1	1
Department Total	90	95	97	101

DEPARTMENT DESCRIPTION

The Weslaco Police Department exists to preserve life, to prevent crime and disorder, and to preserve public favor through individual sacrifice.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

- Reduced Violent Crime by 11%
- Reduced Property Crime by 8%
- Implemented a Community Outreach Program titled The Copsicle Patrol
- Implemented a new police policy manual - LEXIPOL
- Implemented the Cop Logic Citizen On-Line Crime Reporting System
- Enhanced positive public perception of the WPD through effective use of advertising.
- Enhanced the Department's Social Media footprint
- Strengthened relations with traditional media

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- Acquire Texas Best Practices certification
- Implement smaller patrol divisions within the established four (4) sectors
- Create a public access Records Division composed of a one-stop-shop for police related documents
- Reduce injury related crashes by 7%
- Reduce UCR Part 1 property crimes by 15%
- Reduce UCR Part 1 violent crimes by 10%

PERFORMANCE MEASURES	Actual 2016	2015- Budget 2017	2016- Estimated 2016-2017	Proposed 2017-2018
Emergency Calls	28,309		22,304	
Accident Calls	1,886		1,536	
UCR Part 1 Violent Crime	140		85	
UCR Part 1 Property Crime	1,214		1,123	

Police
Expenditure Detail

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
512-1010	EXEMPT WAGES	216,581	632,451	606,322	500,292	500,292	490,518
512-1020	NON-EXEMPT WAGES	447,411	538,367	611,350	717,380	717,380	776,589
512-1040	CERTIFIED WAGES	2,994,501	3,131,295	3,267,802	3,267,802	3,267,802	3,605,648
512-1045	CIVIL SERVICE	57,603	68,579	73,040	73,040	73,040	74,000
512-1080	OVERTIME	265,157	319,122	143,050	293,050	382,418	300,000
512-1090	OVERTIME GRANTS	-	176,299	102,639	102,639	102,639	100,000
512-1100	GROUP INSURANCE	347,952	366,130	441,048	441,048	441,048	481,167
512-1120	PENSION CONTRIBUTION	271,315	301,483	326,686	326,686	326,686	356,756
512-1140	FICA TAX	244,373	284,438	297,861	297,861	297,861	294,919
512-1150	MEDICARE TAX	57,152	66,522	69,661	69,661	69,661	68,973
512-1160	WORKMENS COMP	117,601	122,759	138,493	138,493	138,493	174,891
512-1180	FUTA	1,402	15,790	23,500	23,500	23,500	25,000
TOTAL PERSONNEL		5,021,047	6,023,234	6,101,452	6,251,452	6,340,820	6,748,461
OTHER CHARGES							
512-2010	COMMUNICATIONS	31,867	37,982	60,000	60,000	73,925	27,657
512-2043	TRAVEL AND TRAINING	39,870	47,664	40,000	40,352	40,352	45,000
512-2044	LEOSE-TRAVEL & TRAINING	3,351	3,855	-	4,568	402	-
512-2045	TUITION REIMBURSEMENT	6,438	6,572	5,000	5,000	7,500	5,000
512-2046	TRANSPORT-SECTION	-	-	1,000	1,000	-	1,000
512-2100	PROFFESIONAL SERVICES	12,977	5,454	10,000	10,000	5,362	8,000
512-2130	LEGAL FEES	24,568	1,525	10,000	10,000	-	5,000
512-2240	ADVERTISING	-	10,686	10,000	10,000	8,500	9,000
512-2320	COPYING EXPENSES	5,742	7,702	7,500	7,500	7,934	7,500
512-2360	SUPPORT OF PERSONS	5,059	6,711	8,500	8,500	5,060	8,000
512-2380	UTILITIES	48,260	61,450	40,000	40,000	40,000	33,760
512-2440	POSTAGE	2,113	1,132	2,500	2,500	2,022	2,500
512-2520	MEMBERSHIP & SUBS	3,361	3,810	8,000	8,000	5,956	35,000
512-2626	MAINT-BUILDINGS	(32)	14,074	15,000	15,000	5,000	15,000
512-2628	MAINT-OTHER	3,265	298	4,000	4,000	2,000	4,000
512-2636	MAINT-VEHICLES	37,670	51,379	70,000	70,000	76,500	55,000
512-2639	MAINT-RADIOS	5,147	3,473	7,500	7,500	6,500	7,500
512-2740	PURCHASE OF INFORMATION	-	1,000	1,000	1,000	1,000	2,000
512-2760	FIREARMS CERTIFICATION	(379)	9,545	15,000	14,648	12,500	15,000
512-2810	OTHER SERVICES	764	6,866	18,000	18,000	7,500	8,000
TOTAL OTHER CHARGES		230,041	281,176	333,000	337,568	308,013	293,917
SUPPLIES							
512-3010	OFFICE SUPPLIES	13,760	20,034	15,000	19,800	16,600	15,000
512-3080	CLOTHING & LINENS	14,458	15,509	20,000	20,000	17,818	25,000
512-3240	MOTOR FUEL & LUBE	108,099	97,733	164,000	153,800	117,000	120,000
512-3520	LAB & PHOTO SUPPLIES	1,599	545	5,000	5,000	2,000	3,000
512-3640	EDUCATIONAL SUPPLIES	2,446	6,620	6,000	6,000	2,177	6,000
512-3840	OTHER SUPPLIES	4,037	10,879	8,000	8,000	12,903	10,000
512-3850	EQUIPMENT	7,798	53,944	51,041	56,441	51,041	35,000
TOTAL SUPPLIES		152,198	205,264	269,041	269,041	219,539	214,000
CAPITAL OUTLAY							
512-4010	CAPITAL OUTLAY/EQUIP	-	-	90,000	90,000	90,000	450,000
TOTAL CAPITAL OUTLAY		-	-	90,000	90,000	90,000	450,000
***DEPARTMENT TOTAL ***							
		5,403,286	6,509,674	6,793,493	6,948,061	6,958,372	7,706,378



Fire

www.weslacotx.gov/departments/fire

AUTHORIZED POSITIONS	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Fire Chief	1	1	1	1
Asst. Fire Chief	1	1	1	1
Fire Marshal	1	1	1	1
Captain/EMS Coordinator	5	5	5	5
Lieutenant	9	10	10	13
Driver/Engineer	12	12	12	13
EMS Billing Specialist	2	0	0	0
Firefighters	29	36	36	32
Fire Inspector III	1	1	1	1
Fire Inspector II	1	1	1	1
Fire Inspector I	1	1	1	1
Secretary I	1	2	2	2
Department Total	64	71	71	71

DEPARTMENT DESCRIPTION:

To continue to provide the highest level Fire/EMS/Rescue emergency response in our community.

ACCOMPLISHMENTS FOR 2016-2017 FISCAL YEAR:

- Continued a pro active community program CERT/MRC to promote volunteering and community pride.(9000 hours)
- Maintain Fire Training contact hours on all personnel addressing current emergency and responses tactics
- Maintain advanced Paramedic training and advancement of EMS Protocol standards
- successful protection of life and property with aggressive fire tactics
- continuation of the Apparatus Replacement Program which allows the purchase of Fire apparatus and Ambulances to update the Fire Department fleet
- Continue a successful WFD Higher Education Program which uses State Grants for Firefighters College Education

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- Respond to all fires and protect life and property within the limits of the fire department resources.
- Enable growth as a Fire/EMS organization to continually meeting the needs and demands of our community, citizens and visitors.
- Develop documents to assess current and future service level needs
- Insure all fire department equipment meets minimum NFPA ISO standards.
- Training Division to expand # of instructors and acquired speicalized certifications and skills.
- Identify and fill areas of span and control gaps due to growth of the city and Fire department personnel.
- Establish an Automatic Aid Program between cities to increase firefighter safety and improve response efficiency
- Pre-planning of commercial, industrial, educational, and multi-family occupancies and prepare hazard analysis (Continuous).

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Fire Calls	1,800	1,709	1,709	2,500
Rescue Calls	106	202	202	250
EMS Calls	6,332	5,483	5,483	6,500
Training Hours - Fire Personnel	2,812	3,204	3,204	6,000
Training Hours EMS Personnel				10,000
Training Hours - Volunteer programs	104	104	104	10,000
EMS SPECIAL OPERATIONS		20	20	50
Fire inspections		1,500	1,500	1,700
Transfers / Hospital to Hospital				1,400

Fire
Expenditure Detail

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
516-1010	EXEMPT WAGES	38,296	92,551	90,000	90,000	91,800	91,800
516-1020	NON-EXEMPT WAGES	86,333	27,945	54,684	54,684	42,110	55,931
516-1040	CERTIFIED WAGES	2,871,423	3,126,426	3,437,760	3,437,760	3,198,526	3,667,569
516-1080	OVERTIME	400,580	447,100	150,000	325,000	400,000	350,000
516-1100	GROUP INSURANCE	280,578	271,967	333,132	333,132	303,925	339,920
516-1120	PENSION CONTRIBUTION	6,089	1,734	3,719	3,719	3,117	4,195
516-1125	FIREMENS PENSION CONTRIB.	388,865	429,435	441,331	441,331	459,568	451,335
516-1140	FICA TAX	207,888	216,680	231,411	231,411	230,333	236,658
516-1150	MEDICARE TAX	48,619	50,675	54,121	54,121	53,868	55,347
516-1160	WORKMENS COMP	85,906	89,881	106,978	106,978	146,941	121,736
516-1180	FUTA	1,476	10,793	17,750	17,750	2,505	17,750
TOTAL PERSONNEL		4,416,053	4,765,189	4,920,886	5,095,886	4,932,693	5,392,242
OTHER CHARGES							
516-2010	COMMUNICATIONS	21,332	21,627	28,000	28,000	23,029	11,524
516-2043	TRAVEL AND TRAINING	27,147	26,356	49,555	49,555	44,202	40,000
516-2044	TRAINING HAZMAT	-	200	800	800	-	800
516-2100	PROFESSIONAL SERVICES	4,106	4,354	6,000	7,000	7,000	6,000
516-2130	LEGAL FEES	19,710	-	20,000	20,000	1,800	5,000
516-2240	ADVERTISING	-	293	2,000	2,000	468	1,000
516-2320	COPYING EXPENSES	2,620	3,300	3,500	3,500	3,500	3,500
516-2330	PRINTING	-	599	1,500	1,500	207	500
516-2380	UTILITIES	24,667	26,951	26,500	26,500	18,912	22,366
516-2440	POSTAGE	638	908	625	625	248	625
516-2520	MEMBERSHIP & SUBS	7,853	16,329	11,200	11,200	8,678	11,200
516-2626	MAINT-BUILDINGS	-	-	-	3,000	3,000	-
516-2628	MAINT-OTHER	9,567	16,827	20,000	25,000	24,000	20,000
516-2631	MAINT-OFFICE MACHINES	461	-	800	800	-	-
516-2632	MAINT-APPARATUS	34,409	38,312	45,000	65,000	52,764	40,000
516-2636	MAINT-VEHICLES	1,498	11,785	2,000	2,000	1,607	2,000
516-2639	MAINT-RADIOS	2,497	1,623	7,000	7,000	4,267	7,000
516-2810	OTHER SERVICES	192	18,005	2,000	21,670	2,555	2,000
516-2820	CERTIFICATION & LICENSES	7,931	11,065	12,835	12,835	10,883	12,835
516-2900	CITY'S CONTRIB TO PENSION	5,495	7,693	7,000	7,000	6,594	7,000
TOTAL OTHER CHARGES		170,125	206,227	246,315	294,985	213,714	193,350
SUPPLIES							
516-3010	OFFICE SUPPLIES	8,926	6,216	7,200	7,200	5,917	6,200
516-3080	CLOTHING & LINENS	32,599	45,201	50,000	56,500	43,527	45,000
516-3120	BUNKER GEAR	38,204	55,164	68,000	61,500	56,531	65,000
516-3240	MOTOR FUEL & LUBE	29,034	27,371	40,000	40,000	26,802	30,000
516-3280	MINOR TOOLS	392	498	1,000	1,000	-	500
516-3400	CHEMICALS	1,590	3,906	4,000	4,000	2,160	3,000
516-3520	LAB & PHOTO SUPPLIES	-	165	200	200	-	200
516-3640	EDUCATIONAL SUPPLIES	2,706	2,766	4,000	4,000	4,000	4,000
516-3840	EMS & OTHER SUPPLIES	(6)	1,689	1,000	1,000	540	1,000
516-3850	EQUIPMENT	3,600	51,733	-	47,000	45,000	54,787
TOTAL SUPPLIES		117,044	194,709	175,400	222,400	184,477	209,687
CAPITAL OUTLAY							
516-4010	CAPITAL OUTLAY	-	-	-	-	-	20,000
TOTAL CAPITAL OUTLAY		-	-	-	-	-	20,000
***DEPARTMENT TOTAL ***							
		4,703,223	5,166,125	5,342,601	5,613,271	5,330,884	5,815,279



Emergency Management

www.weslacotx.gov/departments/emergency-management

AUTHORIZED POSITIONS

	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Emergency Management Planner-PT	0	1	1	1

DEPARTMENT DESCRIPTION:

To insure public safety, protection, and minimize personal injury and property loss. To insure that emergency public services are maintained before, during, and after any given situation or disaster. To insure that the community returns back to normal status as quickly as possible following a disaster.

ACCOMPLISHMENTS FOR 2016- 2017 FISCAL YEAR:

- Continue Code Red notification program and promote in community.
- Final steps of Mid Valley Regional Communications Center Dispatch at Public facilities building Facilities Building.
- Begin transition to Regional Dispatch Center
- Generator back up at City Hall
- full scale exercise with WISD
- Training program started for Public Works team

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- Ensure Public Safety through proactive preparation, training, response.
- Administer Homeland Security Grant programs for the City of Weslaco.
- Involve all city departments during emergency with planning meetings and plan reviews.
- Engage all departments responsible for emergency management annex's.
- Identify and Facilitate Trainings needed by all departments in emergency response and management
- Identify roles and Establish EOC team and documents needed for FEMA and budget tracking
- Conduct training and set up procedures for high flow pumps (Public Works) flooding mitigation

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Conduct Severe Weather/Hurricane Presentation meeting				4
Participate in two table top exercises for regional EMC pla				4
Conducted Table Top familiarization for Senior City Staff and key personnel				3
Ensure all city employees are trained in NIMS				
Conduct monthly meeting with City Departments and continue training program				

**Emergency Management
Expenditure Detail**

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
518-1025	PART-TIME WAGES	-	-	12,500	12,500	8,258	15,600
518-1090	OVERTIME-FORCE ACCT	-	33,848	-	-	-	-
518-1140	FICA TAX	-	-	775	775	512	967
518-1150	MEDICARE TAX	-	-	181	181	120	226
518-1160	WORKMENS COMP	-	-	56	56	77	70
518-1180	FUTA	-	-	250	250	5	250
TOTAL PERSONNEL		-	33,848	13,762	13,762	8,972	17,113
OTHER CHARGES							
518-2010	COMMUNICATIONS	13,530	7,827	9,000	9,000	8,212	4,149
518-2043	TRAVEL AND TRAINING	1,945	127	5,500	5,500	4,335	5,500
518-2100	PROFESSIONAL SERVICES	-	2,816	3,000	2,000	-	3,000
518-2101	CONTRACTUAL SERVICES-DISASTER	-	64	-	8,800	8,800	-
518-2390	EQUIPMENT-FORCE ACCT	-	44,239	-	-	-	-
518-2520	MEMBERSHIP & SUBSCRIPTION	5,782	6,521	7,000	7,000	6,000	6,786
518-2626	MAINT-GENERATORS	2,542	3,569	7,000	7,000	1,500	7,000
518-2628	MAINT-OTHER	1,450	-	2,000	1,935	2,000	2,000
518-2636	MAINT-VEHICLES	1,770	5,035	2,000	1,685	-	2,000
518-2639	MAINT-RADIOS	1,482	128	2,000	2,000	1,720	2,000
518-2648	MAINT-STREETS FORCE ACCT	-	-	-	79,966	79,966	-
518-2800	REGIONAL DISTASTER RESPONSE	-	781	-	-	-	-
TOTAL OTHER CHARGES		28,501	71,107	37,500	124,886	112,533	32,435
SUPPLIES							
518-3010	OFFICE SUPPLIES	-	159	200	200	200	200
518-3080	CLOTHING & LINENS	-	188	800	800	800	800
518-3240	MOTOR FUEL & LUBE	2,900	2,178	3,500	3,500	2,584	3,500
518-3840	OTHER SUPPLIES	998	645	500	500	-	500
518-3850	EQUIPMENT	-	-	1,300	1,300	1,180	8,000
518-3890	OTHER SUPPLIES-DISASTER	-	1,529	-	65	-	-
TOTAL SUPPLIES		3,898	4,699	6,300	6,365	4,764	13,000
CAPITAL OUTLAY							
518-4010	CAPITAL OUTLAY	-	-	-	67,133	67,133	-
518-4020	CAPITAL OUTLAY-COG	-	28,918	-	-	-	-
TOTAL CAPITAL OUTLAY		-	28,918	-	67,133	67,133	-
***DEPARTMENT TOTAL ***		32,399	138,572	57,562	212,146	193,402	62,548



Emergency Medical Services

www.weslacotx.gov/departments/fire

AUTHORIZED POSITIONS

	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
EMS Billing Specialist	0	0	0	0
Department Total	0	0		0

DEPARTMENT DESCRIPTION:

To provide the highest quality Emergency Medical Service to the citizens of Weslaco.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

- increased Critical Care Hospital to Hospital Transfers
- Progressive field medical protocols and new protocol implementation in advanced para-medicine
- Training site for Advance Cardiac Life Support training
- WFD selected as home site for Texas Asset Ambulance Bus. 1 of 8 in the State of Texas
- New ambulances added to fleet under newly implementation of Apparatus Replacement Program.

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- Provide organized rapid quality EMS Service to citizens suffering from sudden injury or illness.
- Continue to provide the highest level of EMS care in the Rio Grande Valley.
- Strive to obtain innovative equipment to best facilitate patient care.
- Promote creativity and innovations to maximize funds.
- Continue established preventive maintenance program to reduce Ambulance down time and cost.
- Apply for all available EMS grants to help meet our goals.
- Assure smooth operation of EMS through quality assurance, training and equipment.
- Provide growth of established regional medical team.
- Establish EMS Transfer Division for hospital to hospital transfers.

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
EMS CALLS				6,500
EMS SPECIAL OPERATION CALLS				50
Emergency Trasfer Division				1,400

**Emergency Medical Services
Expenditure Detail**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
PERSONNEL						
519-1020 NON-EXEMPT WAGES	-	65,253	-	-	-	-
519-1080 OVERTIME	-	152	-	-	-	-
519-1100 GROUP INSURANCE	-	8,008	-	-	-	-
519-1120 PENSION CONTRIBUTION	-	4,082	-	-	-	-
519-1140 FICA	-	3,804	-	-	-	-
519-1150 MEDICARE TAX	-	890	-	-	-	-
519-1160 WORKMENS COMP	-	255	-	-	-	-
519-1180 FUTA	-	350	-	-	-	-
TOTAL PERSONNEL	-	82,794	-	-	-	-
OTHER CHARGES						
519-2043 TRAVEL AND TRAINING	15,572	28,744	20,896	30,954	25,000	21,000
519-2080 INSURANCE & BONDS	-	24,655	37,000	37,000	32,110	40,819
519-2100 INSURANCE & BONDS	258	-	-	-	-	-
519-2104 CONSULTANT	46,667	40,000	40,000	40,000	40,000	40,000
519-2320 COPYING EXPENSES	796	803	1,200	1,200	1,086	1,200
519-2440 POSTAGE	1,356	2,821	2,000	2,877	3,030	2,000
519-2520 MEMBERSHIP & SUBSCRIPTION	14,558	10,350	15,200	33,200	30,000	15,200
519-2628 MAINT-OTHER	5,681	14,154	6,000	6,000	1,279	4,000
519-2636 MAINT-VEHICLES	63,540	12,605	25,000	30,000	18,245	20,000
519-2639 MAINT-RADIOS	-	1,284	3,000	3,315	1,805	3,000
519-2820 CERTIFICATION & LICENSES	1,755	5,464	9,434	7,267	2,720	9,434
TOTAL OTHER CHARGES	150,181	140,882	159,730	191,813	155,275	156,653
SUPPLIES						
519-3010 OFFICE SUPPLIES	2,606	2,412	2,500	2,500	1,905	2,500
519-3240 MOTOR FUEL & LUBE	25,339	20,414	20,000	20,000	20,000	20,000
519-3480 MEDICAL SUPPLIES	28,039	30,804	34,000	35,290	34,000	34,000
519-3640 EDUCATIONAL SUPPLIES	874	572	2,500	2,832	2,832	2,500
519-3840 OTHER SUPPLIES	40,194	38,938	40,000	39,668	35,000	35,000
519-3850 EQUIPMENT	10,801	20,236	16,360	16,360	14,904	16,360
TOTAL SUPPLIES	107,853	113,375	115,360	116,650	108,641	110,360
CAPITAL OUTLAY						
519-4010 CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	-	-	-	-	-
***DEPARTMENT TOTAL ***	258,034	337,051	275,090	308,463	263,916	267,013



Public Works Administration

www.weslacotx.gov

AUTHORIZED POSITIONS	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Public Facilities Director	1	1	1	1
Assistant Public Facilities Director	0	1	1	1
General Service Coordinator	1	1	1	1
Clerk I	1	1	1	1
Inventory Clerk	1	0	0	0
	4	4	4	4

DEPARTMENT DESCRIPTION:

To direct operations and administration of all public works activities including; streets, alleys, traffic safety, and vehicle maintenance providing excellent customer service to the public and responsive administration support to department staff.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

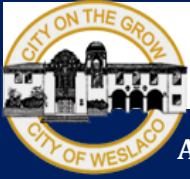
GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- Provide exceptional customer services to internal and external customers.
- Provide superior administrative support to department staff.
- Provide fiscal oversight of the departments operating budget and provide accurate and timely processing of financial information.

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Trainings attended			3	4

Public Works Administration
Expenditure Detail

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
520-1010	EXEMPT WAGES	68,323	124,650	124,710	124,710	124,710	122,910
520-1020	NON-EXEMPT WAGES	70,883	77,591	59,320	59,320	59,320	59,322
520-1080	OVERTIME	1,211	1,359	200	200	200	500
520-1100	GROUP INSURANCE	17,377	17,767	18,768	18,768	18,768	19,150
520-1120	PENSION CONTRIBUTION	9,640	12,506	12,528	12,528	12,528	13,667
520-1140	FICA TAX	8,913	11,640	11,422	11,422	11,422	11,298
520-1150	MEDICARE TAX	2,084	2,722	2,671	2,671	2,671	2,642
520-1160	WORKMENS COMP	827	703	829	829	829	820
520-1180	FUTA	46	814	1,000	1,000	1,000	1,000
TOTAL PERSONNEL		179,305	249,753	231,448	231,448	231,448	231,309
OTHER CHARGES							
520-2010	COMMUNICATIONS	5,310	5,871	5,150	6,650	7,500	3,457
520-2043	TRAVEL AND TRAINING	2,804	1,590	5,815	5,815	3,800	4,815
520-2100	PROFESSIONAL SERVICES	60	-	2,060	310	-	-
520-2240	ADVERTISING	817	556	1,000	1,000	543	500
520-2320	COPYING EXPENSES	1,911	2,180	2,000	2,000	2,500	2,500
520-2440	POSTAGE	10	44	210	210	-	100
520-2520	MEMBERSHIP & SUBSCRIPTION	-	153	420	420	207	220
520-2636	MAINT-VEHICLES	234	1,570	2,000	2,000	435	1,000
520-2637	MAINT-VEHICLES (CAR POOL)	-	-	500	500	-	-
520-2810	OTHER SERVICES	-	928	500	-	-	-
TOTAL OTHER CHARGES		11,146	12,893	19,655	18,905	14,985	13,626
SUPPLIES							
520-3010	OFFICE SUPPLIES	809	893	850	850	675	850
520-3080	CLOTHING & LINENS	558	404	400	900	560	600
520-3240	MOTOR FUEL	1,418	2,754	1,854	1,854	2,468	1,854
520-3241	MOTOR FUEL (CAR POOL)	195	204	500	500	-	-
520-3840	OTHER SUPPLIES	45	74	200	1,250	1,200	200
520-3850	EQUIPMENT	-	-	1,750	950	1,408	850
TOTAL SUPPLIES		3,025	4,329	5,554	6,304	6,311	4,354
CAPITAL OUTLAY							
520-4010	CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-
***DEPARTMENT TOTAL ***		193,476	266,975	256,657	256,657	252,744	249,289



Streets

www.weslacotx.gov/departments/public-works

AUTHORIZED POSITIONS

	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Streets Supervisor	1	1	1	1
Paving Equipment Operator	2	2	2	2
Heavy Equipment Operator	3	3	3	3
Equipment Operator	1	0	0	0
Skilled Laborer	2	2	2	2
Laborer	6	7	7	7
	15	15	15	15

DEPARTMENT DESCRIPTION:

Plan and schedule the reconstruction/overlays as roads as needed due to road conditions. Perform a variety of tasks related to streets and highways including emergency responses due to bad weather, and correction of drainage problems due to heavy storms. Also, the maintenance of the Airport and Industrial Park Right-of-Ways to city's road standards. To provide Traffic Services for the City's transportation system & roadways for the safe and convenient mobility of people, goods and services. To provide Street Sweeping to reduce trash/debris and enhance the city's appearance.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

- Reconstructed/Overlay at the following streets:

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- To improve all city streets by overlaying and providing the necessary improvements.
- To schedule and complete asphalt paving and sealing of city streets and alleys through contracts or in house.
- To repair all utility cuts in a timely manner.
- To continue cleaning all curbs and gutters for better appearance throughout the City.
- Manage electronic traffic signals & traffic control devices to ensure maximum safety & Convenience for the majority of road users.
- Implement an inventory control/report on all department material, i.e. signage, poles, paint.
- To upgrade old street signage as necessary and ensure proper signage for construction sites.
- To ensure compliance with Texas Manual on Uniform Traffic Control Devices for school zone areas.
- Respond to citizens traffic concerns within a resonable time frame.

PERFORMANCE MEASURES

	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Work Orders Rcvd as of 5/18/17	-		286	
Work Orders completed as of 5/18/17	-		196	
Streets Reconstructed / Overlayed as of 5/18/17	-		12	25

Streets
Expenditure Detail

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
524-1010	EXEMPT WAGES	42,000	45,313	44,977	6,116	6,116	-
524-1020	NON-EXEMPT WAGES	395,361	358,944	355,431	394,292	394,292	368,638
524-1030	TEMPORARY EMPLOYEES	26,537	6,166	-	-	-	-
524-1080	OVERTIME	5,750	6,013	10,000	10,000	10,000	10,000
524-1100	GROUP INSURANCE	75,682	62,048	70,380	70,380	70,380	67,026
524-1120	PENSION CONTRIBUTION	30,135	25,808	27,908	27,908	27,908	27,648
524-1140	FICA TAX	29,761	25,431	25,445	25,445	25,445	22,856
524-1150	MEDICARE TAX	6,960	5,948	5,951	5,951	5,951	5,345
524-1160	WORKMENS COMP	40,722	34,322	42,606	42,606	42,606	39,301
524-1180	FUTA	830	2,711	3,750	3,750	3,750	3,500
TOTAL PERSONNEL		653,739	572,704	586,448	586,448	586,448	544,314
OTHER CHARGES							
524-2010	COMMUNICATIONS	5,356	5,808	5,728	5,728	7,593	3,457
524-2043	TRAVEL AND TRAINING	1,330	926	3,944	399	-	2,000
524-2190	RENTAL TO CP&L	422,123	385,143	453,200	453,200	420,000	420,000
524-2200	STREET LIGHT	8,158	14,044	30,000	24,250	15,992	20,000
524-2240	ADVERTISING	-	254	200	320	468	200
524-2300	EQUIPMENT RENTAL	-	2,200	-	-	-	-
524-2440	POSTAGE	-	9	-	-	-	-
524-2623	MAINT-STORM SEWERS	-	290	515	515	-	515
524-2624	MAINT-STREETS	61,523	44,947	105,000	91,250	75,495	85,000
524-2625	MAINT-TOOLS & EQUIP	193	-	515	515	-	515
524-2628	MAINT-OTHER	4,764	2,221	2,060	2,060	2,060	2,060
524-2634	MAINT-MACHINERY	52,232	50,873	50,000	46,000	45,000	25,000
524-2636	MAINT-VEHICLES	14,256	27,923	30,000	30,000	30,000	30,000
524-2637	MAINT-SIGNS	5,445	-	-	-	-	-
524-2638	MAINT-TRAFFIC SIGNALS	3,235	3,843	6,180	6,180	3,171	8,000
524-2690	SUMMER STRIPING PROGRAM	9,600	-	-	-	-	-
524-2810	OTHER SERVICES	2,704	245	300	2,225	2,300	300
TOTAL OTHER CHARGES		590,918	538,726	687,642	662,642	602,079	598,081
SUPPLIES							
524-3010	OFFICE SUPPLIES	216	99	500	700	750	500
524-3080	CLOTHING & LINENS	8,051	8,543	7,000	8,300	7,000	7,000
524-3240	MOTOR FUEL & LUBE	59,614	47,471	60,000	60,000	45,931	45,000
524-3280	MINOR TOOLS	402	390	800	800	700	800
524-3400	CHEMICALS	814	-	5,000	3,500	3,668	4,000
524-3700	TRAFFIC SIGNS	1,080	4,359	5,500	6,500	5,684	5,500
524-3800	PAINT (STRIPING STREETS)	7,619	4,938	25,000	24,000	2,300	15,000
524-3840	OTHER SUPPLIES	4,221	7,229	5,000	5,000	4,960	5,000
524-3850	EQUIPMENT	5,660	2,831	-	-	-	-
TOTAL SUPPLIES		87,677	75,859	108,800	108,800	70,993	82,800
CAPITAL OUTLAY							
524-4010	CAPITAL OUTLAY	-	-	49,000	49,000	44,010	90,000
TOTAL CAPITAL OUTLAY		-	-	49,000	49,000	44,010	90,000
***DEPARTMENT TOTAL ***		1,332,334	1,187,289	1,431,890	1,406,890	1,303,530	1,315,194



Drain Ditch Maintenance

www.weslacotx.gov/departments/public-works

AUTHORIZED POSITIONS	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Drain Ditch Maintenance Supervisor	1	1	1	1
Heavy Equipment Operator	3	3	3	3
Equipment Operator	2	2	2	2
Skilled Laborer	1	1	1	1
Laborer	5	5	5	5
	12	12	12	12

DEPARTMENT DESCRIPTION:

To maintain the functionality of the drain ditches located within the City limits, and provide framework that simplifies the process of maintenance and operation of ditches. Ensure all weedy lots and City Right-of-ways are cut in a timely manner.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

- Maintained drainage ditches.
- Maintained weedy lots, alleyways. Right-of-ways, and tree trimming city-wide.
- Purchased long-reach excavator.
- Purchased pumps for drainage ditches to help alleviate any possible future flooding.

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- To maintain clean drain ditches, free from obstructions and materials that would prevent proper draining.
- To enhance the appearance inside and along the spoiled banks at all times by excavating all drain ditches.
- To clean all drain lines on an annual basis.
- To clean the holding pond two times per year.
- Cut weedy lots in a timely manner
- Maintain City right-of-ways
- Cut trimming overgrown tree limbs in a timely mannner

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Works Orders rcvd as of 5/18/17			247	
Work Orders completed as of 5/18/17			186	
Weedy Lots completed			267	

**Drain Ditch Maintenance
Expenditure Detail**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
PERSONNEL						
529-1010 EXEMPT WAGES	10,577	37,187	36,824	5,142	5,142	-
529-1020 NON-EXEMPT WAGS	34,971	180,812	288,771	320,453	320,453	327,891
529-1080 OVERTIME	260	(5,330)	2,500	2,500	2,500	6,000
529-1100 GROUP INSURANCE	7,606	34,557	56,304	56,304	56,304	57,451
529-1120 PENSION CONTRIBUTION	3,130	13,509	22,310	22,310	22,310	24,592
529-1140 FICA TAX	2,920	13,253	20,342	20,342	20,342	20,329
529-1150 MEDICARE TAX	683	3,099	4,757	4,757	4,757	4,754
529-1160 WORKMENS COMP	9,055	26,586	31,872	31,872	31,872	18,657
529-1180 FUTA	106	1,450	3,000	3,000	3,000	3,000
TOTAL PERSONNEL	69,309	305,123	466,680	466,680	466,680	462,675
OTHER CHARGES						
529-2043 TRAVEL & TRAINING	-	343	1,000	1,000	-	1,000
529-2100 STORM WATER PROJECT	18,483	31,814	48,000	48,000	28,500	33,000
529-2160 SPECIAL PROJECT	291	1,498	5,000	-	-	15,000
529-2625 MAINT-TOOLS & EQUIP	680	-	1,000	1,000	-	1,000
529-2628 MAINT-OTHER	98	257	1,000	-	-	500
529-2634 MAINT-MACHINERY	-	-	-	-	-	25,000
529-2636 MAINT-VEHICLES	7,830	13,155	12,000	42,000	38,200	10,000
529-2810 OTHER SERVICES	-	90	800	800	800	1,500
TOTAL OTHER CHARGES	27,382	47,156	68,800	92,800	67,500	87,000
SUPPLIES						
529-3080 CLOTHING & LINENS	1,838	5,206	5,000	5,000	4,700	6,000
529-3240 MOTOR FUEL & LUBE	11,198	14,083	13,000	13,000	17,892	18,000
529-3280 MINOR TOOLS	1,721	291	2,000	2,000	1,000	2,000
529-3840 OTHER SUPPLIES	1,251	2,134	2,000	6,000	5,277	6,000
529-3850 EQUIPMENT	152	21,295	5,800	5,800	5,800	-
TOTAL SUPPLIES	16,159	43,008	27,800	31,800	34,669	32,000
CAPITAL OUTLAY						
529-4010 CAPITAL OUTLAY	-	-	65,000	60,800	59,800	30,000
TOTAL CAPITAL OUTLAY	-	-	65,000	60,800	59,800	30,000
***DEPARTMENT TOTAL ***	112,850	395,287	628,280	652,080	628,649	611,675



Information Technology

www.weslacotx.gov/departments/information-technology

AUTHORIZED POSITIONS

	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
IT Director	1	1	1	1
Systems Administrator	1	1	1	1
Network Administrator	1	1	1	1
* Support Analyst	1	2	1	1
Computer Specialist	1	1	1	1
Programmer Analyst	0	0	1	1
Department Total	5	6	6	6

*(1) Support Analyst was reclassified during FY 2017 to Programmer Analyst

DEPARTMENT DESCRIPTION:

The Information Technology Department performs a variety of functions (IT Disciplines / Competencies) that range from installing applications to designing complex networks and maintaining information databases. The duties of the IT staff include technical support to both City employees and the public sector, data management, technical documentation of all processes and procedures, networking, computer hardware/software, telephony, database, web (HTML), graphics and design, as well as management and administration of entire systems.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

- Launched new City Website
- Launched Accela for Planning/Code Enforcement/Building with Online Permits
- Launched new Comm. Center for PD Dispatch at PW
- Launched citizen 311 app for service requests
- Launched new Library Website
- Implemented Electronic Ticket Writers for PD
- Implemented online HR Job Applications
- Implemented online Crime Reporting for PD
- Implemented Wi-Fi at city facilities
- Consolidated remaining departments into enterprise phone system
- Upgraded server infrastructure to support growth
- Migrated Library Phone System to match city use

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

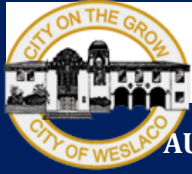
- Expand storage to accommodate our growing needs
- Continue to replace outdated city computers
- Support, maintain, upgrade network system hardware.
- Finish Incode 10 ERP software upgrade
- Enhance technical support training on hardware and software.
- Improve network security by creating policies and active monitoring with Intrusion Protection System

PERFORMANCE MEASURES

	Actual 2015-2016	Budget 2016-2017	Proposed 2017-2018
Work Orders completed	NA	1680	1800
Computers/Laptops/Printers Supported	NA	260	300
Servers Supported	NA	45	50
Phones Supported	NA	198	200

**Information Technology
Expenditure Detail**

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
530-1010	EXEMPT WAGES	94,185	158,891	166,164	91,309	91,309	76,500
530-1020	NON-EXEMPT WAGES	25,231	52,934	91,984	166,839	166,839	188,677
530-1080	OVERTIME	298	222	3,000	3,000	3,000	2,000
530-1100	GROUP INSURANCE	14,837	18,561	28,152	28,152	28,152	28,726
530-1120	PENSION CONTRIBUTION	8,130	13,063	17,758	17,758	17,758	19,888
530-1140	FICA TAX	7,425	12,419	16,191	16,191	16,191	16,441
530-1150	MEDICARE TAX	1,736	2,904	3,786	3,786	3,786	3,845
530-1160	WORKMENS COMP	693	2,066	2,303	2,303	2,303	2,917
530-1180	FUTA	36	855	1,500	1,500	1,500	1,500
TOTAL PERSONNEL		152,571	261,915	330,838	330,838	330,838	340,494
OTHER CHARGES							
530-2010	COMMUNICATIONS	62,218	62,677	73,700	73,700	61,709	63,700
530-2043	TRAVEL AND TRAINING	1,644	10,580	10,000	10,000	6,187	8,000
530-2320	COPYING EXPENSES	1,169	477	1,560	1,560	1,100	1,560
530-2440	POSTAGE/SHIPPING	21	60	100	100	-	100
530-2520	MEMBERSHIP & SUBSC	628	997	825	825	956	825
530-2635	COMPUTER MAINTENANCE	35,105	7,059	12,000	12,000	8,000	10,000
530-2636	MAINT-VEHICLES	25	367	1,000	1,000	-	1,000
530-2780	COMPUTER VENDOR SUPP	106,661	182,778	257,000	257,000	275,000	300,993
530-2810	OTHER SERVICES	6,168	208	500	500	500	500
TOTAL OTHER CHARGES		213,640	265,204	356,685	356,685	353,452	386,678
SUPPLIES							
530-3080	CLOTHING & LINENS	180	354	700	700	200	700
530-3241	MOTOR FUEL & LUBE	306	297	300	300	250	300
530-3840	OTHER SUPPLIES	2,752	4,637	5,000	5,000	2,650	4,000
530-3850	EQUIPMENT	-	77,145	5,000	5,000	5,000	3,000
TOTAL SUPPLIES		3,238	82,433	11,000	11,000	8,100	8,000
CAPITAL OUTLAY							
530-4010	CAPITAL OUTLAY	-	-	226,500	226,501	226,500	134,500
TOTAL CAPITAL OUTLAY		-	-	226,500	226,501	226,500	134,500
***DEPARTMENT TOTAL ***		369,449	609,552	925,023	925,024	918,890	869,672



Parks & Recreation

www.weslacotx.gov/departments/parks

AUTHORIZED POSITIONS	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Parks & Recreation Director	1	1	1	1
Parks Working Supervisor	0	0	1	1
Laborers-Full Time	0	7	6	6
Laborers-Part Time	0	0	2	2
Skilled Parks Laborer	0	1	0	0
Clerk	1	0	0	0
Support Service Aide	0	1	1	1
Gus & Goldie Coord. (PT-Seasonal)	1	0	0	0
Pool Manager (PT-Seasonal)	1	1	1	1
Lifeguard (PT-Seasonal)	15	8	8	8
	19	19	20	20

DEPARTMENT DESCRIPTION:

The Parks and Recreation Department improves the quality of life for Weslaco citizens by maintaining six City Parks on approximately 140 acres, 2 miles of a jogging trail, and sports complex. The Department maintains and schedules the use of the Sports Complex as well as the use of the parks for special community activities. The Parks and Recreation Dept. also maintains all pavillions, basketball courts, tennis courts and soccer fields, and prepare for special events during the year.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

- Added siewalks at City Park
- Added Entrance sign at Mayor Pablo G Pena City Park
- Updated lighting at all pavilions to LED at City Park
- Completed Trails Master Plan
- Added Hitting stations to Sports Complex and homerun fencing for youth tournaments
- 2 New Dodge Trucks
- Upgraded a 2-way radio communication with all parks staff
- Upgraded eletrical power for events at City Park

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- To provide a wide variety of high-quality recreational programs and activities.
- To continue to grow recreation department for the city of Weslaco.
- To complete all playground play surfacing at all parks.
- To continue to automate our pools, irrigation, lighting, etc.
- To be able to install WIFI in the 2 major parks City Park and Harlon Block Park.

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
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Parks & Recreation
Expenditure Detail

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
540-1010	EXEMPT WAGES	47,083	53,862	53,940	53,940	53,940	60,000
540-1020	NON-EXEMPT WAGES	157,641	215,748	221,699	211,955	211,955	217,818
540-1030	TEMPORARY EMPLOYEES	4,382	8,103	25,000	34,744	34,744	25,600
540-1080	OVERTIME	7,670	13,470	7,000	7,000	7,000	7,000
540-1100	GROUP INSURANCE	35,125	42,026	46,920	46,920	46,920	47,876
540-1120	PENSION CONTRIBUTION	14,437	17,643	19,219	19,219	19,219	20,836
540-1140	FICA TAX	13,482	17,545	19,074	19,074	19,074	18,812
540-1150	MEDICARE TAX	3,153	4,103	4,461	4,461	4,461	4,400
540-1160	WORKMENS COMP	108	10,569	10,540	10,540	10,540	11,885
540-1180	FUTA	261	1,747	5,250	5,250	5,250	5,000
TOTAL PERSONNEL		283,343	384,815	413,103	413,103	413,103	419,227
OTHER CHARGES							
540-2010	COMMUNICATIONS	7,526	11,636	7,287	7,287	14,477	3,359
540-2043	TRAVEL AND TRAINING	2,036	2,721	5,000	5,000	667	4,000
540-2100	PROFFESIONAL FEES	84	-	5,000	5,000	9	-
540-2240	ADVERTISING	273	653	600	600	-	600
540-2300	EQUIPMENT RENTAL	-	-	750	750	143	1,000
540-2320	COPYING EXPENSES	73	1,137	1,000	1,050	345	1,000
540-2380	UTILIITIES-B&G CLUB	-	5,560	-	18,000	14,645	-
540-2384	UTILIITIES-RODRIGUEZ PARK	(147)	-	-	-	-	-
540-2440	POSTAGE	491	26	300	300	7	300
540-2500	RECREATIONAL PROGRAMS	17,565	21,422	25,000	25,000	15,080	20,000
540-2510	FIREWORKS DISPLAY	14,000	14,000	15,000	15,400	8,667	15,000
540-2520	MEMBERSHIP & SUBSC	240	380	1,000	1,000	-	1,000
540-2629	MAINT-PARKS	34,960	53,348	57,000	57,000	37,576	57,000
540-2634	MAINT-MACHINERY	86	-	3,000	5,000	3,818	5,000
540-2636	MAINT-VEHICLES	6,231	9,580	6,000	7,500	6,202	6,000
540-2639	MAINT-RADIOS	-	-	2,800	2,800	1,800	2,800
540-2643	MAINT-POOL	2,358	3,564	7,000	7,000	2,893	5,000
540-2810	OTHER SERVICES	275	588	-	59	78	-
TOTAL OTHER CHARGES		86,050	124,614	136,737	158,746	106,407	123,063
SUPPLIES							
540-3010	OFFICE SUPPLIES	697	1,161	1,500	1,450	352	1,500
540-3040	JANITOR SUPPLIES	5,164	11,794	7,200	9,241	6,991	8,000
540-3080	CLOTHING & LINENS	2,480	5,061	6,000	6,000	2,755	5,300
540-3240	MOTOR FUEL & LUBE	6,913	9,502	8,000	8,000	7,904	8,000
540-3280	MINOR TOOLS	-	-	1,000	1,000	672	1,000
540-3400	CHEMICALS	3,817	3,468	7,000	7,000	2,784	10,000
540-3680	LANDSCAPING	-	921	10,000	4,000	1,800	7,000
540-3840	OTHER SUPPLIES	3,836	6,417	6,000	6,000	2,356	6,000
540-3850	EQUIPMENT	6,525	4,264	3,200	3,200	2,311	3,000
TOTAL SUPPLIES		29,432	42,588	49,900	45,891	27,925	49,800
CAPITAL OUTLAY							
540-4010	CAPITAL OUTLAY	-	-	73,000	73,000	84,178	10,000
TOTAL CAPITAL OUTLAY		-	-	73,000	73,000	84,178	10,000
***DEPARTMENT TOTAL ***							
		398,825	552,017	672,740	690,740	631,613	602,090



AUTHORIZED POSITIONS

	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Library Director	1	1	1	1
Assistant Library Director	1	1	1	1
Public Service Supervisor	1	1	1	1
Senior Cataloger	1	1	1	1
Coordinator of Volunteers	1	1	1	1
Senior Circulation Clerk	1	1	1	1
Reference Specialist	2	2	2	2
Cataloger	1	1	1	1
Secretary I	1	1	1	1
Circulation Clerk (Part Time)	3	3	3	3
Library Clerk (Part Time)	2	2	2	2
Summer Programing Clerk (PT-Seasonal)	4	4	4	4
	19	19	19	19

DEPARTMENT DESCRIPTION:

The Mayor Joe V. Sanchez Public Library seeks to provide the citizens of Weslaco and the surrounding community with the appropriate service, information access, social atmosphere, and cultural setting that is merited of a Library within this community.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

- Repaired the Library Roof
- Repainted the library, replaced the theatre doors, replaced the book drop, and other updates and renovations.
- Among the state leaders in questions answered and program attendance per capita.
- Worked with Hidalgo County to secure nearly \$500,000 of funding for a new electronic library

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- To be a regional leader with regard to the quality and quantity of our physical and electronic collection.
- To provide a welcoming environment to the citizen's of Weslaco and the surrounding community.
- To provide the community with a variety of services, both traditional and cutting edge.
- To provide the community with the information they need and desire.
- To serve as a cultural and social center for the community.
- To use the aforementioned goals as a vehicle for improving all types of literacy
- To improve the quality of children's programing and overall marketing of library events.
- To remain above 5.5 visits per capita. This number is among the highest within the State for our population group and above the 90th percentile among Texas libraries.
- To average above 63 hours open per week. This number represents just above the median hours open per week with respect to Texas public libraries within our population group.
- To remain at or above 4.0 reference transactions per capita. This number is among the very best within the State for our population group and well above the 95th percentile among Texas libraries.
- To improve to 0.6 program attendances per capita. This number is among the highest within the State for our population group and well above the 90th percentile among Texas libraries.

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Visits Per Capita	5.82	5.82	5.50	5.50
Hour Open Per Week	63	63	63	63
Reference Transactions Per Capita	4.00	4.81	4.50	4.00
Program Attendance Per Capita	0.57	0.58	0.55	0.60

****The library is expecting lower numbers due to construction occurring during the Summer Reading Program**

Library
Expenditure Detail

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
541-1010	EXEMPT WAGES	153,030	160,412	159,881	127,084	135,585	158,981
541-1020	NON-EXEMPT WAGES	163,043	172,539	171,318	204,115	152,992	176,592
541-1040	PART-TIME WAGES	33,228	48,202	55,600	55,600	36,657	55,600
541-1080	OVERTIME	64	120	1,000	1,000	110	-
541-1100	GROUP INSURANCE	45,271	43,511	46,920	46,920	36,949	47,876
541-1120	PENSION CONTRIBUTION	21,587	20,607	22,590	22,590	20,961	25,168
541-1140	FICA TAX	21,379	21,927	24,044	24,044	19,729	24,278
541-1150	MEDICARE TAX	5,000	5,128	5,623	5,623	4,615	5,678
541-1160	WORKMENS COMP	1,333	1,507	1,421	1,421	1,735	2,017
541-1180	FUTA	583	2,195	4,750	4,750	771	4,750
TOTAL PERSONNEL		444,519	476,148	493,147	493,147	410,104	500,939
OTHER CHARGES							
541-2010	COMMUNICATIONS	19,119	28,113	26,000	26,000	23,733	9,680
541-2043	TRAVEL & TRAINING	5,135	7,694	6,600	6,600	3,801	6,600
541-2095	WORK STUDY	7,006	2,258	3,500	2,750	1,793	3,000
541-2380	UTILITIES	42,812	37,536	36,000	36,000	32,805	30,384
541-2440	POSTAGE	1,266	939	2,000	2,000	1,234	1,500
541-2520	MEMBERSHIP & SUBSCRIPTION	775	2,354	1,500	1,500	1,053	1,500
541-2626	MAINT-BUILDING	-	-	20,000	20,000	14,793	15,000
541-2631	MAINT-OFFICE MACHINES	95	-	150	150	-	150
541-2635	MAINT-COMPUTER EQUIPMENT	8,801	5,362	3,800	3,800	3,677	3,800
541-2636	MAINT-VEHICLES	1,271	319	1,300	700	495	800
541-2651	MAINT-ELEVATOR	-	-	500	500	-	-
541-2655	SUMMER READING PROGRAM	11,748	7,393	13,000	16,000	11,232	12,000
541-2780	COMPUTER VENDOR SUPPORT	17,148	15,865	21,500	19,000	5,933	18,000
541-2810	OTHER SERVICES	-	687	11,429	4,929	945	5,429
541-2811	CONTRACT SERVICE	27,810	24,644	30,000	33,170	25,255	28,000
TOTAL OTHER CHARGES		142,987	133,164	177,279	173,099	126,749	138,736
SUPPLIES							
541-3010	OFFICE SUPPLIES	7,411	3,546	5,500	6,340	5,515	5,500
541-3240	MOTOR FUEL & LUBE	166	77	275	275	95	275
541-3643	LIBRARY & MEDIA CTR PROGRAM	1,398	1,719	2,500	2,820	2,748	2,500
541-3644	CONTINUATIONS & DATABASES	19,874	25,237	20,000	22,390	17,953	23,000
541-3840	OTHER SUPPLIES	15,454	30,462	25,000	25,000	18,297	23,000
541-3841	GRANT EXPENDITURES	14,332	29,756	32,000	30,000	4,828	20,000
541-3850	EQUIPMENT	17,835	24,199	17,990	17,990	11,256	10,600
TOTAL SUPPLIES		76,470	114,996	103,265	104,815	60,692	84,875
CAPITAL OUTLAY							
541-4010	CAPITAL OUTLAY	-	-	15,000	16,630	13,103	19,000
541-4030	CAPITAL OUTLAY-BOOKS	39,594	44,621	45,000	48,000	41,684	45,000
TOTAL CAPITAL OUTLAY		39,594	44,621	60,000	64,630	54,787	64,000
***DEPARTMENT TOTAL ***		703,570	768,928	833,691	835,691	652,332	788,551



Fleet Maintenance Shop

www.weslacotx.gov/departments/public-works

AUTHORIZED POSITIONS	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Fleet Maintenance Supervisor	1	1	1	1
Mechanic	3	3	3	3
Skilled Laborer	1	1	1	1
	5	5	5	5

DEPARTMENT DESCRIPTION:

To ensure city vehicles and equipment are maintained to operate reliably, efficiently and safely.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR:

- Installed new lifts (3).
- Continued servicing Fire & PD units.
- Installed flat bed on tow truck & lift.

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR:

- Monitor and direct maintenance activities for Fleet Maintenance division.
- Provide and maintain a dependable and safe fleet according to good fleet management practices.
- Reduce fuel and maintenance cost by standardizing fleet.
- To provide maintenance to all City vehicles, heavy equipment and machinery.
- Perform periodic maintenance and inspection of all vehicles and equipment.
- Reduce down time of vehicles and equipment being repaired.

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Work Orders Placed as of 5/18/17			556	
Work Orders Completed as of 5/18/17			385	

**Fleet Maintenance
Expenditure Detail**

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
556-1010	EXEMPT WAGES	51,943	55,388	55,625	55,625	55,625	55,625
556-1020	NON-EXEMPT WAGES	50,170	94,533	103,343	103,343	103,343	102,835
556-1080	OVERTIME	(225)	604	2,000	2,000	2,000	2,000
556-1100	GROUP INSURANCE	13,752	18,858	23,460	23,460	23,460	23,938
556-1120	PENSION CONTRIBUTION	7,241	9,340	10,946	10,946	10,946	11,885
556-1140	FICA TAX	6,647	9,080	9,980	9,980	9,980	9,825
556-1150	MEDICARE TAX	1,554	2,124	2,333	2,333	2,333	2,298
556-1160	WORKMENS COMP	4,739	5,620	5,790	5,790	5,790	6,624
556-1180	FUTA	246	819	1,250	1,250	1,250	1,250
TOTAL PERSONNEL		136,066	196,366	214,727	214,727	214,727	216,278
OTHER CHARGES							
556-2010	COMMUNICATIONS	1,772	1,464	4,000	4,000	3,596	1,844
556-2043	TRAVEL AND TRAINING	15	1,433	500	500	-	1,500
556-2080	INSURANCE AND BONDS	364	224	500	500	455	552
556-2440	POSTAGE	-	0	-	50	-	-
556-2632	MAINT-APPARATUS	-	-	700	700	700	700
556-2634	MAINT-MACHINERY	57	165	600	600	300	1,000
556-2636	MAINT-VEHICLES	1,301	3,520	2,500	3,000	2,300	5,000
556-2810	OTHER SERVICES	60	-	300	390	585	1,000
TOTAL OTHER CHARGES		3,569	6,807	9,100	9,740	7,936	12,147
SUPPLIES							
556-3010	OFFICE SUPPLIES	193	789	1,000	400	567	1,000
556-3040	JANITORIAL SUPPLIES	22	-	-	-	-	-
556-3080	CLOTHING & LINENS	1,928	2,690	2,000	2,500	2,931	3,000
556-3090	WELDING SUPPLIES	100	1,100	1,000	1,900	1,318	1,500
556-3240	MOTOR FUEL & LUBE	2,413	1,961	2,060	2,060	1,631	2,060
556-3280	MINOR TOOLS	2,126	2,763	1,500	960	1,079	4,000
556-3480	CHEMICALS-MEDICAL	-	-	400	400	100	1,000
556-3840	OTHER SUPPLIES	3,730	2,806	3,800	5,100	3,524	3,800
556-3850	EQUIPMENT	2,153	5,103	4,620	3,620	3,569	4,100
TOTAL SUPPLIES		12,664	17,213	16,380	16,940	14,719	20,460
CAPITAL OUTLAY							
556-4010	CAPITAL OUTLAY	-	-	24,000	24,000	26,347	62,500
TOTAL CAPITAL OUTLAY		-	-	24,000	24,000	26,347	62,500
***DEPARTMENT TOTAL ***							
		152,299	220,385	264,207	265,407	263,729	311,385

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**Debt Service
Expenditure Detail**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
DEBT SERVICE						
555-5010 PRINCIPAL-CAP LEASES	20,663	130,361	128,130	128,130	128,130	231,079
555-5015 INTEREST-CAP LEASES	2,382	8,739	10,972	10,972	10,972	28,023
TOTAL DEBT SERVICE	23,045	139,099	139,102	139,102	139,102	259,102
***DEPARTMENT TOTAL ***	23,045	139,099	139,102	139,102	139,102	259,102

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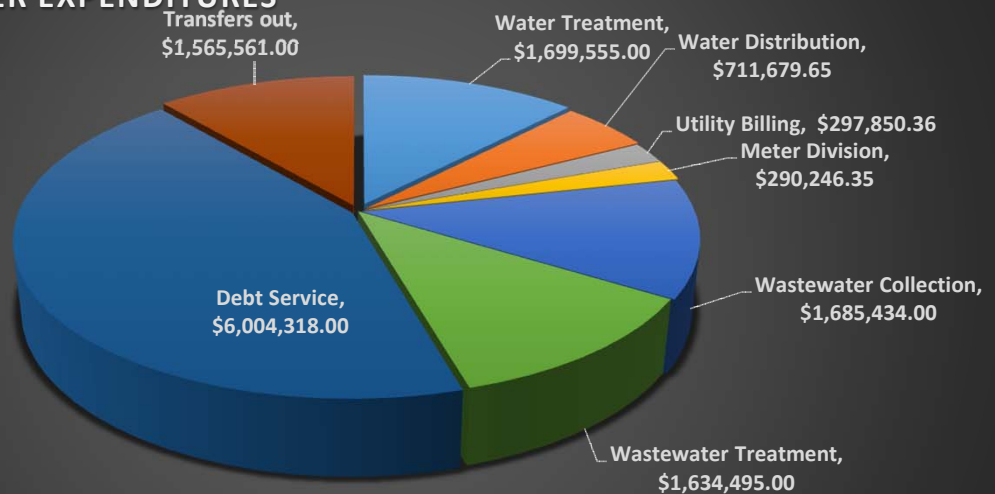
Other General Expenditures
Expenditure Detail

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
PERSONNEL						
597-1930 SPECIAL ACTIVITIES	18,951	1,098	5,000	5,000	6,512	5,000
597-1940 FEASIBILITY STUDY	-	-	2,500	2,500	-	-
597-1970 INS DEDUCTIBLE CLAIMS	53,549	54,246	45,000	45,000	408	5,000
TOTAL PERSONNEL	72,500	55,344	52,500	52,500	6,920	10,000
OTHER CHARGES						
597-2080 INSURANCE & BONDS	395,148	335,420	350,000	350,000	380,375	386,129
597-2200 YEAR END - CONTINGENCY	61,854	53,869	100,000	96,000	46,357	100,000
597-2475 IRRIGATION FEES	-	858	2,500	2,500	-	-
597-2476 BOY'S CLUB CONTRIBUTION	50,000	50,000	50,000	50,000	50,000	50,000
597-2478 LRGVDC (RIO TRANSIT)	30,000	30,000	30,000	30,000	45,000	30,000
597-2479 VALLEY NATURE CENTER-CONTR	131,283	-	-	-	-	-
597-2490 WESLACO MUSEUM	63,100	73,100	63,100	63,100	63,100	63,100
597-2495 STC TRASPORTATION CONTRIB.	24,588	39,236	39,236	39,236	58,938	39,236
597-2496 WESLACO 100 COMMITTEE	-	-	-	4,000	4,000	25,000
597-2497 FRONTERA AUDUBON-CONTRIB	-	20,000	-	-	-	-
597-2920 BANKING SERVICES	2,356	4,875	5,000	5,000	4,669	5,000
597-2930 PENALTIES	540	1,622	-	-	-	-
TOTAL OTHER CHARGES	758,869	608,981	639,836	639,836	652,439	698,465
TRANSFERS OUT						
597-6510 TRANSFER TO AIRPORT FUND	200,000	251,172	250,000	250,000	250,000	250,000
597-6599 TRANSFER TO OTHER FUNDS	2,260,736	2,472,544	2,335,000	2,335,000	2,335,000	2,320,046
TOTAL TRANSFERS OUT	2,460,736	2,723,716	2,585,000	2,585,000	2,585,000	2,570,046
***DEPARTMENT TOTAL ***	3,292,105	3,388,041	3,277,336	3,277,336	3,244,359	3,278,511

**Water/Wastewater Fund
(Utility Fund)**

	History		Current			Proposed
	2015 Actual	2016 Actual	2017 Adopted	2017 Amended	2017 Estimated	2018 Proposed
WATER FUND REVUNES						
INTERGOVERNMENTAL REVENUE	348,116	186,389	-	-	-	-
CHARGES FOR SERVICES	6,512,901	5,530,588	6,455,000	6,455,000	6,489,575	6,680,910
OTHER INCOME	192,793	178,145	143,000	143,000	183,710	172,290
WASTEWATER REVENUES						
INTERGOVERNMENTAL REVENUE	-	145,793	-	-	-	-
CHARGES FOR SERVICES	5,318,494	5,014,797	5,364,000	5,366,000	5,362,972	5,524,920
OTHER INCOME	97,194	82,524	93,500	93,500	95,068	96,305
TOTAL WATER/WASTEWATER REVENUES	12,469,498	11,138,236	12,055,500	12,057,500	12,131,325	12,474,425
WATER EXPENDITURE SUMMARY						
GENERAL GOVERNMENT	895,170	-	-	-	-	-
WATER TREATMENT	1,773,728	2,513,576	1,475,631	1,701,685	1,731,895	1,699,555
WATER DISTRIBUTION	736,168	537,679	508,185	528,185	515,054	711,680
PUBLIC UTILITIES ADMINISTRATION	35,504	-	-	-	-	-
UTILITY BILLING	273,342	318,180	300,275	300,275	273,157	297,850
DEBT SERVICE	3,411,661	3,765,562	4,001,449	4,001,449	4,103,574	4,780,401
WATER METER DIVISION	304,321	230,004	292,455	292,455	256,970	290,246
WATER TRANSFERS OUT	138,529	176,697	895,171	895,171	895,171	895,171
WASTEWATER EXPENDITURE						
EMERGENCY MANAGEMENT	-	194,391	-	-	-	-
WASTEWATER COLLECTION	1,355,253	2,358,120	1,725,359	1,656,987	1,501,447	1,685,434
WASTEWATER TREATMENT	1,495,144	1,509,963	1,738,122	1,960,636	1,955,472	1,634,495
DEBT SERVICE	1,919,407	1,573,740	1,136,908	1,136,908	1,136,908	1,223,917
WASTEWATER TRANSFERS OUT	50,176	719,925	670,390	670,390	670,390	670,390
TOTAL WATER/WASTEWATER EXPENDITURES	11,493,233	13,897,838	12,743,945	13,144,141	13,040,038	13,889,139
REVENUES OVER (UNDER) EXPENDITURES	976,265	(2,759,602)	(688,445)	(1,086,641)	(908,713)	(1,414,714)

WATER/WASTEWATER EXPENDITURES



**Water Fund
Financial Summary**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
INTERGOVERNMENTAL REVENUE						
400-6020 INTERGOVERNNTL REVENUE	348,116	186,389	-	-	-	-
TOTAL INTERGOVERNMENTAL REVENUE	348,116	186,389	-	-	-	-
CHARGES FOR SERVICES						
400-3150 WATER SALES	6,446,996	5,441,979	6,400,000	6,400,000	6,382,146	6,613,610
400-3160 WATER TAPPING FEES	58,605	68,706	55,000	55,000	107,429	67,300
400-3200 PROCESSING FEE-ONLINE	7,299	19,903	-	-	-	-
TOTAL CHARGES FOR SERVICES	6,512,901	5,530,588	6,455,000	6,455,000	6,489,575	6,680,910
OTHER INCOME						
400-6020 MISCELLANEOUS REV	59,505	61,765	50,000	50,000	64,459	51,500
400-6021 ONLINE TRANSACTION FEE	-	-	-	-	21,000	25,000
400-6022 UTILITY BILLING PENALTIES	115,191	97,295	75,000	75,000	80,000	77,250
400-6040 RENT OF WATER TOWER	18,052	18,251	18,000	18,000	18,251	18,540
400-6100 OVER/UNDER	44	834	-	-	-	-
TOTAL OTHER INCOME	192,793	178,145	143,000	143,000	183,710	172,290
*** TOTAL REVENUES ***	7,053,810	5,895,122	6,598,000	6,598,000	6,673,285	6,853,200
EXPENDITURE SUMMARY						
GENERAL GOVERNMENT	895,170	-	-	-	-	-
WATER TREATMENT	1,773,728	2,513,576	1,475,631	1,701,685	1,731,895	1,699,555
WATER DISTRIBUTION	736,168	537,679	508,185	528,185	515,054	711,680
PUBLIC UTILITIES ADMINISTRATION	35,504	-	-	-	-	-
UTILITY BILLING	273,342	318,180	300,275	300,275	273,157	297,850
DEBT SERVICE	3,411,661	3,765,562	4,001,449	4,001,449	4,103,574	4,780,401
WATER METER DIVISION	304,321	230,004	292,455	292,455	256,970	290,246
TRANSFERS OUT	138,529	176,697	895,171	895,171	895,171	895,171
*** TOTAL EXPENDITURES ***	7,568,423	7,541,697	7,473,166	7,719,220	7,775,821	8,674,903
REVENUES OVER (UNDER) EXPENDITURES	(514,613)	(1,646,575)	(875,166)	(1,121,220)	(1,102,536)	(1,821,703)

**General Government
Expenditure Detail**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
OTHER CHARGES						
501-2999 GENERAL GOVERNMENT	895,170	-	-	-	-	-
TOTAL OTHER CHARGES	895,170	-	-	-	-	-
***DEPARTMENT TOTAL ***	895,170	-	-	-	-	-



Water Treatment

AUTHORIZED POSITIONS

Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
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DEPARTMENT DESCRIPTION:

Maintain daily operations of the water plant, by producing and supplying safe potable drinking water for the City of Weslaco. Must provide safe and potable water for public consumption approved by the Texas Department of Health (TDH) and the Texas Commission on Environmental Quality (TCEQ).

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR

PERFORMANCE MEASURES

Actual 2013-2014	Budget 2014-2015	Budget 2014-2016	Estimate 2016-2017
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Water Treatment Expenditure Detail

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
549-1000	PENSION EXPENSE	25,375	75,048	-	-	-	-
549-1010	EXEMPT WAGES	35,268	-	-	-	-	-
549-1020	NON-EXEMPT WAGES	197,737	-	-	-	-	-
549-1080	OVERTIME	38,442	-	-	-	-	-
549-1100	GROUP INSURANCE	33,872	-	-	-	-	-
549-1120	PENSION CONTRIBUTION	17,902	-	-	-	-	-
549-1140	FICA TAX	16,805	-	-	-	-	-
549-1150	MEDICARE TAX	3,930	-	-	-	-	-
549-1160	WORKMENS COMP	13,676	-	-	-	-	-
549-1180	FUTA	241	5	-	-	-	-
TOTAL PERSONNEL		383,248	75,053	-	-	-	-
OTHER CHARGES							
549-2010	COMMUNICATIONS	6,583	269	4,700	4,700	-	4,700
549-2043	TRAVEL & TRAINING	2,032	-	-	-	-	-
549-2080	INSURANCE & BONDS	3,850	-	-	-	-	-
549-2100	CONTRACTUAL SERVICES	-	1,206,998	857,556	983,610	983,610	930,218
549-2320	COPYING EXPENSES	445	-	-	-	-	-
549-2380	UTILITIES	268,614	295,784	180,000	280,000	280,000	249,040
549-2440	POSTAGE	294	-	-	-	-	-
549-2520	MEMBERSHIP & SUBSCRIPTION	783	-	-	-	-	-
549-2634	MAINT-MACHINERY	12,068	-	2,628	2,628	294	-
549-2636	MAINT-VEHICLES	1,011	332	-	-	-	-
549-2640	MAINT-ALLOWANCE	12,886	26,678	120,252	114,907	114,907	120,252
549-2810	OTHER SERVICES	86,616	586	-	-	-	-
549-2840	INSPECTION FEES	37,403	29,505	30,000	35,345	35,345	35,345
549-2999	DEPRECIATION EXPENSE	159,381	576,357	-	-	-	-
TOTAL OTHER CHARGES		591,966	2,136,510	1,195,136	1,421,190	1,414,156	1,339,555
SUPPLIES							
549-3010	OFFICE SUPPLIES	688	-	-	-	-	-
549-3040	JANITOR SUPPLIES	730	-	-	-	-	-
549-3080	CLOTHING & LINENS	3,743	465	-	-	-	-
549-3240	MOTOR FUEL & LUBE	2,795	11,399	10,000	10,000	10,000	10,000
549-3280	MINOR TOOLS	272	-	-	-	-	-
549-3400	CHEMICALS	499,146	473	-	-	-	-
549-3820	WATER DELIVERY FEE	284,718	289,676	270,495	270,495	307,739	300,000
549-3840	OTHER SUPPLIES	1,963	-	-	-	-	-
549-3850	EQUIPMENT	4,459	-	-	-	-	-
TOTAL SUPPLIES		798,513	302,013	280,495	280,495	317,739	310,000
CAPITAL OUTLAY							
549-4010	CAPITAL OUTLAY	-	-	-	-	-	50,000
TOTAL CAPITAL OUTLAY		-	-	-	-	-	50,000
***DEPARTMENT TOTAL ***		1,773,728	2,513,576	1,475,631	1,701,685	1,731,895	1,699,555



Water Distribution

AUTHORIZED POSITIONS	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
* Water/Sewer Superintendent	0.5	0.5	0.5	0.5
* Water/Sewer Foreman	0.5	0.5	0.5	0.5
Medium Equipment Operator	2	2	2	2
Water Distribution Operator I	4	4	4	4
Department Total	7	7	7	7

*Superintendent & Foreman split between Funds 51&58

DEPARTMENT DESCRIPTION:

Maintain all water lines in the City and facilitate the extension of water lines to new customers.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR

- Purchased new 6 inch pump for utility repairs.
- Replace 20' joints of pipe as needed therefore we may cut down on overtime hours.

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR

- To provide water services to all needed areas by extending water lines within our City limits.
- Increase safety awareness in employees and decrease injuries.
- Repair all water breaks in a timely manner to minimize disruption in service.
- Respond to customer complaints in courteous and professional manner.
- Complete water taps in a timely manner.

PERFORMANCE MEASURES	Actual 2013-2014	Budget 2014-2015	Budget 2014-2016	Estimate 2016-2017
Work Order rcvd as of 5.18.17				768
Work orders completed as of 5.18.17				488

Water Distribution Expenditure Detail

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
PERSONNEL						
550-1010 EXEMPT WAGES	64,209	78,054	37,697	5,068	5,068	-
550-1020 NON-EXEMPT WAGES	131,758	144,787	140,811	173,440	173,440	177,736
550-1080 OVERTIME	42,242	33,117	17,000	37,000	45,000	48,000
550-1100 GROUP INSURANCE	30,423	31,248	37,536	37,536	37,536	31,422
550-1120 PENSION CONTRIB	16,082	17,778	13,294	13,294	13,294	13,330
550-1140 FICA TAX	14,852	17,107	12,121	12,121	12,121	11,020
550-1150 MEDICARE TAX	3,474	4,001	2,835	2,835	2,835	2,577
550-1160 WORKMENS COMP	11,552	7,620	9,882	9,882	9,882	9,925
550-1180 FUTA	369	1,373	2,000	2,000	2,000	2,000
TOTAL PERSONNEL	314,960	335,085	273,176	293,176	301,176	296,010
OTHER CHARGES						
550-2010 COMMUNICATIONS	5,651	7,670	6,600	6,600	5,500	5,000
550-2043 TRAVEL AND TRAINING	3,344	2,764	7,824	3,839	5,000	5,000
550-2080 INSURANCE & BONDS	3,542	2,241	7,590	7,590	6,909	7,590
550-2160 SPECIAL PROJECT	-	-	-	-	-	12,000
550-2520 MEMBERSHIP & SUBSCRIPTION	330	111	540	1,560	1,557	1,700
550-2628 MAINT-OTHER	1,489	1,587	2,750	2,750	2,250	3,000
550-2634 MAINT-MACHINERY	4,172	9,722	13,000	13,000	11,500	15,000
550-2636 MAINT-VEHICLES	8,141	6,807	10,560	10,560	9,500	10,560
550-2648 MAINT-WATER MAINS	117,751	145,664	90,000	90,000	90,000	90,000
550-2649 MAINT-FIRE HYDRANTS	89	94	25,000	25,000	24,500	30,000
550-2810 OTHER SERVICES	299	4,366	-	2,215	2,500	2,000
550-2999 DEPRECIATION EXPENSE	250,190	-	-	-	-	-
TOTAL OTHER CHARGES	394,998	181,026	163,864	163,114	159,216	181,850
SUPPLIES						
550-3010 OFFICE SUPPLIES	127	-	550	550	350	550
550-3040 JANITOR SUPPLIES	117	-	550	550	500	550
550-3080 CLOTHING & LINENS	4,439	4,848	6,000	7,500	6,200	6,000
550-3240 MOTOR FUEL & LUBE	14,956	8,235	10,000	10,000	12,587	11,000
550-3280 MINOR TOOLS	1,537	1,152	1,325	1,325	1,325	2,200
550-3840 OTHER SUPPLIES	3,598	3,182	2,850	3,350	3,200	3,000
550-3850 EQUIPMENT	1,436	4,152	16,570	15,320	7,500	10,520
TOTAL SUPPLIES	26,210	21,568	37,845	38,595	31,662	33,820
CAPITAL OUTLAY						
550-4010 CAPITAL OUTLAY	-	-	33,300	33,300	23,000	200,000
TOTAL CAPITAL OUTLAY	-	-	33,300	33,300	23,000	200,000
***DEPARTMENT TOTAL ***	736,168	537,679	508,185	528,185	515,054	711,680

**Public Utilities Administration
Expenditure Detail**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
PERSONNEL						
553-1010 EXEMPT WAGES	-	-	-	-	-	-
553-1020 NON-EXEMPT WAGES	-	-	-	-	-	-
553-1025 PART-TIME WAGES	-	-	-	-	-	-
553-1030 TEMPORARY EMPLOYEES	-	-	-	-	-	-
553-1080 OVERTIME	-	-	-	-	-	-
553-1100 GROUP INSURANCE	9,412	-	-	-	-	-
553-1120 PENSION CONTRIBUTION	9,657	-	-	-	-	-
553-1140 FICA TAX	8,357	-	-	-	-	-
553-1150 MEDICARE TAX	1,954	-	-	-	-	-
553-1160 WORKMENS COMP	-	-	-	-	-	-
553-1180 FUTA	-	-	-	-	-	-
TOTAL PERSONNEL	29,381	-	-	-	-	-
OTHER CHARGES						
553-2010 COMMUNICATIONS	3,818	-	-	-	-	-
553-2043 TRAVEL AND TRAINING	-	-	-	-	-	-
553-2320 COPYING EXPENSES	1,017	-	-	-	-	-
553-2440 POSTAGE	-	-	-	-	-	-
553-2631 MAINT-OFFICE MACHINES	-	-	-	-	-	-
553-2810 OTHER SERVICES	-	-	-	-	-	-
553-2920 BANK SERVICES	-	-	-	-	-	-
TOTAL OTHER CHARGES	4,834	-	-	-	-	-
SUPPLIES						
553-3010 OFFICE SUPPLIES	-	-	-	-	-	-
553-3080 CLOTHING & LINENS	-	-	-	-	-	-
553-3240 MOTOR FUEL & LUBE	1,288	-	-	-	-	-
553-3840 OTHER SUPPLIES	-	-	-	-	-	-
553-3850 EQUIPMENT	-	-	-	-	-	-
TOTAL SUPPLIES	1,288	-	-	-	-	-
CAPITAL OUTLAY						
553-4010 CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	-	-	-	-	-
***DEPARTMENT TOTAL ***	35,504	-	-	-	-	-



Utility Billing

www.weslacotx.gov/Public-Utilities.html

AUTHORIZED POSITIONS	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Utility Billing Supervisor	1	1	1	1
Utility Billing Clerk	1	1	1	1
Cashier I	1	1	1	1
Cashier I - PT	0.5	0.5	0.5	0.5
Cashier II	1	1	1	1
Department Total	4.5	4.5	4.5	4.5

DEPARTMENT DESCRIPTION:

To process payments, send monthly water bills, initiate and monitor work orders, and provide customers with an avenue of communication regarding utility services.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR

- Implemented Tyler Notify - a phone notification of delinquent accounts.
- Audited accounts to verify charges for outside city limits.
-

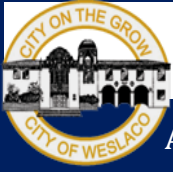
GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR

- Render excellent service to all customers.
- Process monthly utility billing in an efficient and accurate manner.
- Have the mail processed and posted daily on a timely basis.
- Assist our customers in the shortest time possible to eliminate long lines.

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Active Accounts	9,961	10,200		
Disconnected Accounts	137	175		
New Accounts	113	140		

Utility Billing
Expenditure Detail

		History		Current			Proposed
		2015	2016	2017	2017	2017	2018
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
554-1010	EXEMPT WAGES	39,815	41,359	36,704	4,934	4,934	-
554-1020	NON-EXEMPT WAGES	70,275	73,061	74,320	106,090	106,090	111,800
554-1025	PART-TIME WAGES	-	152	13,130	13,130	13,130	10,504
554-1030	TEMPORARY EMPLOYEES	-	9,156	-	-	-	-
554-1080	OVERTIME	1,586	1,748	4,000	4,000	4,000	4,000
554-1100	GROUP INSURANCE	14,509	17,057	18,768	18,768	18,768	17,955
554-1120	PENSION CONTRIBUTION	7,336	6,788	7,822	7,822	7,822	8,385
554-1140	FICA TAX	6,825	7,056	7,946	7,946	7,946	7,583
554-1150	MEDICARE TAX	1,596	1,650	1,858	1,858	1,858	1,773
554-1160	WORKMENS COMP	422	440	577	577	577	550
554-1180	FUTA	457	795	1,250	1,250	1,250	1,250
TOTAL PERSONNEL		142,820	159,262	166,375	166,375	166,375	163,800
OTHER CHARGES							
554-2010	COMMUNICATIONS	1,800	1,879	1,800	1,800	1,800	1,800
554-2043	TRAVEL AND TRAINING	1,400	1,464	2,000	2,000	1,000	2,000
554-2320	COPYING EXPENSES	937	1,126	1,000	1,000	1,832	1,000
554-2440	POSTAGE	49,228	54,074	52,000	52,000	5,150	52,000
554-2631	MAINT-OFFICE MACHINES	1,196	-	2,500	2,500	1,000	2,500
554-2639	MAINT-RADIOS	378	-				
554-2810	OTHER SERVICES	5,720	21,995	11,000	11,000	6,000	11,000
554-2920	BANK SERVICES	57,139	68,660	55,000	55,000	82,000	55,000
554-2999	DEPRECIATION EXPENSE	559	-				
TOTAL OTHER CHARGES		118,357	149,198	125,300	125,300	98,782	125,300
SUPPLIES							
554-3010	OFFICE SUPPLIES	8,247	8,447	8,000	8,000	7,500	8,000
554-3080	CLOTHING & LINENS	-	(97)	500	500	250	500
554-3240	MOTOR FUEL & LUBE	56	-				
554-3840	OTHER SUPPLIES	430	349	100	100	250	100
554-3850	EQUIPMENT	3,433	1,021	-	-	-	150
TOTAL SUPPLIES		12,165	9,720	8,600	8,600	8,000	8,750
CAPITAL OUTLAY							
554-4010	CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-
***DEPARTMENT TOTAL ***							
		273,342	318,180	300,275	300,275	273,157	297,850



Water Meter Division

AUTHORIZED POSITIONS

Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
4	4	4	4
4	4	4	4

Meter Reader

Department Total

DEPARTMENT DESCRIPTION:

To read the water meters throughout the City in order to accurately record the water usage from each connection.

ACCOMPLISHMENTS FOR 2016-2017 FISCAL YEAR

- Continued replacement program of Orion Water Meters in Zone 1.
- Continued enforcing City Ordinance on Water Conservation Plan.

GOALS & OBJECTIVES FOR 2017-2018 FISCAL YEAR

- Read all water meters accurately.
- Respond appropriately to customers complaints.
- Test and repair water meters.
- Keep meter locations clean.
- Provide the water services through new meter installations on newly constructed subdivisions, commercial and industrial businesses.
- Replace old meters with new meters on a case by case basis as the need arises through, meter readings inspections, and repairs.

PERFORMANCE MEASURES

Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
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Meter Connections

Meter Division
Expenditure Detail

	History		Current			Proposed
	2015	2016	2017	2017	2017	2018
	ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL						
561-1010 EXEMPT WAGES	17,756	380	-	-	-	-
561-1020 NON-EXEMPT WAGES	85,795	97,707	100,351	100,351	100,351	98,966
561-1080 OVERTIME	6,760	5,933	3,500	3,500	3,500	3,500
561-1100 GROUP INSURANCE	15,582	12,874	18,768	18,768	18,768	17,955
561-1120 PENSION CONTRIBUTION	6,094	6,410	7,062	7,062	7,062	7,422
561-1140 FICA TAX	5,657	6,192	6,439	6,439	6,439	6,136
561-1150 MEDICARE TAX	1,323	1,448	1,506	1,506	1,506	1,435
561-1160 WORKMENS COMP	5,310	4,191	5,629	5,629	5,629	5,631
561-1180 FUTA	180	723	1,000	1,000	1,000	1,000
TOTAL PERSONNEL	144,456	135,858	144,255	144,255	144,255	142,046
OTHER CHARGES						
561-2010 COMMUNICATIONS	1,427	2,140	1,500	1,500	2,300	1,500
561-2043 TRAVEL AND TRAINING	483	124	1,000	1,000	500	1,000
561-2080 INSURANCE & BONDS	1,027	897	2,000	2,000	1,900	2,000
561-2520 MEMBERSHIP & SUBSCRIPTION	55	-	500	500	-	500
561-2634 MAINT-MACHINERY	221	-	1,000	1,000	-	1,000
561-2636 MAINT-VEHICLES	5,159	3,381	5,000	5,000	5,000	5,000
561-2639 MAINT-RADIOS	-	205	1,000	1,000	100	1,000
561-2640 MAINT-METERS	(86,701)	(56,119)	15,000	15,000	5,000	15,000
561-2810 OTHER SERVICES	21,968	1,365	500	500	165	500
561-2999 DEPRECIATION EXPENSE	128,274	-				
TOTAL OTHER CHARGES	71,913	(48,009)	27,500	27,500	14,965	27,500
SUPPLIES						
561-3010 OFFICE SUPPLIES	19	-	200	200	150	200
561-3040 JANITOR SUPPLIES	-	-	100	100	-	100
561-3080 CLOTHING & LINENS	2,276	1,775	2,400	2,400	2,000	2,400
561-3240 MOTOR FUEL & LUBE	16,716	7,013	15,000	15,000	7,000	15,000
561-3280 MINOR TOOLS	1,744	1,637	1,000	1,000	500	1,000
561-3400 CHEMICALS	586	75	300	300	100	300
561-3840 OTHER SUPPLIES	437	403	200	200	-	200
561-3850 EQUIPMENT	66,174	131,251	1,500	1,500	-	1,500
TOTAL SUPPLIES	87,953	142,155	20,700	20,700	9,750	20,700
CAPITAL OUTLAY						
561-4010 CAPITAL OUTLAY	-	-	100,000	100,000	88,000	100,000
TOTAL CAPITAL OUTLAY	-	-	100,000	100,000	88,000	100,000
***DEPARTMENT TOTAL ***	304,321	230,004	292,455	292,455	256,970	290,246

**Debt Service
Expenditure Detail**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
DEBT SERVICE						
555-5030 DEBT SERVICE	3,411,661	3,765,562	4,001,449	4,001,449	4,103,574	3,315,338
555-5040 INTEREST EXPENSE	-	-	-		-	1,465,063
TOTAL DEBT SERVICE	3,411,661	3,765,562	4,001,449	4,001,449	4,103,574	4,780,401
***DEPARTMENT TOTAL ***	3,411,661	3,765,562	4,001,449	4,001,449	4,103,574	4,780,401

**Transfers Out
Expenditure Detail**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
TRANSFERS OUT						
563-6500 TRANSFER TO GENERAL FUND	-	-	895,171	895,171	895,171	895,171
563-6599 TRANSFERS OUT	39,221	14,042	-	-	-	-
563-6700 BAD DEBT EXPENSE	99,309	162,655	-	-	-	-
EXPENSE CATEGORY TOTAL	138,529	176,697	895,171	895,171	895,171	895,171
***DEPARTMENT TOTAL ***	138,529	176,697	895,171	895,171	895,171	895,171

**Wastewater Fund
Financial Summary**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
INTERGOVERNMENTAL REVENUE						
400-2000 INTERGOVERNMENTAL REVENUE	-	145,793	-	-	-	-
REVENUE CATEGORY TOTAL	-	145,793	-	-	-	-
CHARGES FOR SERVICES						
400-3200 WASTEWATER SALES	4,589,503	4,337,151	4,600,000	4,600,000	4,658,884	4,738,000
400-3205 GREASE TRAP COLLECTION FEES	4,985	5,044	5,000	7,000	8,019	5,150
400-3210 CAPITAL IMPROVEMENT FEE	703,986	649,682	737,000	737,000	676,859	759,110
400-3220 WASTERWATER CONNECTION FEES	20,020	22,920	22,000	22,000	19,210	22,660
TOTAL CHARGES FOR SERVICES	5,318,494	5,014,797	5,364,000	5,366,000	5,362,972	5,524,920
REV FROM USE OF MONEY & OTHER INCOME						
400-6020 MISCELLANEOUS REVENUE	960	6,224	8,500	8,500	1,050	8,755
400-6022 UTILITY BILLING PENALTIES	96,235	76,300	85,000	85,000	80,518	87,550
400-6050 CONTRIBUTIONS FROM DEVELOPER	-	-	-	-	13,500	-
TOTAL OTHER INCOME	97,194	82,524	93,500	93,500	95,068	96,305
*** TOTAL REVENUES ***	5,415,688	5,243,114	5,457,500	5,459,500	5,458,040	5,621,225
EXPENDITURE SUMMARY						
EMERGENCY MANAGEMENT	-	194,391	-	-	-	-
SEWAGE COLLECTION	1,355,253	2,358,120	1,725,359	1,656,987	1,501,447	1,685,434
SEWAGE TREATMENT	1,495,144	1,509,963	1,738,122	1,960,637	1,955,472	1,634,495
DEBT SERVICE	1,919,407	1,573,740	1,136,908	1,136,908	1,136,908	1,223,917
TRANSFERS OUT	50,176	719,925	670,390	670,390	670,390	670,390
*** TOTAL EXPENDITURES ***	4,819,980	6,356,140	5,270,779	5,424,922	5,264,217	5,214,236
REVENUES OVER (UNDER) EXPENDITURES	595,708	(1,113,026)	186,721	34,578	193,823	406,989

**Emergency Management
Expenditure Detail**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
PERSONNEL						
518-1090 FORCE ACCT-OVERTIME	-	1,948	-	-	-	-
TOTAL PERSONNEL	-	1,948	-	-	-	-
OTHER CHARGES						
518-2101 CONTRACTUAL SVC-DISASTER	-	97,458	-	-	-	-
518-2390 FORCE ACCT-EQUIPMENT	-	94,615	-	-	-	-
TOTAL OTHER CHARGES	-	192,073	-	-	-	-
SUPPLIES						
518-3890 OTHER SUPPLIES-DISASTER	-	370	-	-	-	-
TOTAL SUPPLIES	-	370	-	-	-	-
***DEPARTMENT TOTAL ***	-	194,391	-	-	-	-



Wastewater Collection

AUTHORIZED POSITIONS

Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
0.5	0.5	0.5	0.5
0.5	0.5	0.5	0.5
2	2	2	2
1	1	1	2
4	4	4	5

Water/Sewer Superintendent
 Water/Sewer Foreman
 wastewater collection operator
 Medium Equipment Operator
 Department Total

DEPARTMENT DESCRIPTION:

Maintain all sewer and storm lines in the City

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR

- Purchased new mini vac combo trailer for small service lines

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR

- Respond to customer complaints in a courteous and professional manner
- Complete all sewer backups in a timely manner
- Repair or replace any broken or collapse sewer mains and manholes in a timely manner
- keep customers happy

PERFORMANCE MEASURES

Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
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Wastewater Collection Expenditure Detail

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
PERSONNEL						
551-1000 PENSION EXPENSE	10,045	23,766	-	-	-	-
551-1010 EXEMPT WAGES	(710)	-	37,697	5,068	5,068	-
551-1020 NON-EXEMPT WAGES	103,330	71,350	73,938	106,567	106,567	138,029
551-1080 OVERTIME	21,203	7,008	10,000	10,000	10,000	12,500
551-1100 GROUP INSURANCE	18,833	9,469	14,076	14,076	14,076	22,444
551-1120 PENSION CONTRIBUTION	8,599	5,180	8,271	8,271	8,271	10,352
551-1140 FICA TAX	7,706	4,777	7,541	7,541	7,541	8,558
551-1150 MEDICARE TAX	1,802	1,117	1,764	1,764	1,764	2,001
551-1160 WORKMENS COMP	6,980	5,044	5,031	5,031	5,031	5,528
551-1180 FUTA	79	473	750	750	750	1,000
TOTAL PERSONNEL	177,867	128,184	159,068	159,068	159,068	200,413
OTHER CHARGES						
551-2010 COMMUNICATIONS	4,002	4,410	8,800	8,800	5,631	8,000
551-2043 TRAVEL AND TRAINING	1,906	247	5,460	5,460	2,500	4,500
551-2080 INSURANCE & BONDS	1,027	-	2,200	2,200	2,003	2,420
551-2100 CONTRACTUAL SERVICES	-	353,559	796,302	727,930	727,930	863,775
551-2101 PROFESSIONAL SERVICES	-	161,200	-	-	-	-
551-2320 COPYING EXPENSES	379	3	660	660	-	726
551-2380 UTILITIES	111,118	85,860	100,000	100,000	86,000	75,000
551-2440 POSTAGE	-	123	-	-	-	-
551-2480 COLLECTION FEES	21,558	23,282	22,000	22,000	22,000	22,000
551-2520 MEMBERSHIP & SUBSCRIPTION	205	-	560	-	-	-
551-2628 MAINT.-OTHER	1,613	98	2,200	2,200	1,000	2,200
551-2634 MAINT-MACHINERY	83,769	52,961	16,500	16,500	14,000	18,000
551-2636 MAINT-VEHICLES	4,407	2,613	3,600	5,600	6,029	6,000
551-2640 MAINT-ALLOWANCE	-	183,997	42,240	42,240	42,240	42,240
551-2650 MAINT-COLLECTION LINES	89,318	257,491	100,000	100,000	100,000	100,000
551-2810 OTHER SERVICES	20,979	50	100,000	100,000	100,000	100,000
551-2999 DEPRECIATION EXPENSE	771,069	1,089,260	-	-	-	-
TOTAL CHARGES	1,111,350	2,215,155	1,200,522	1,133,590	1,109,333	1,244,861
SUPPLIES						
551-3010 OFFICE SUPPLIES	340	-	440	440	217	484
551-3080 CLOTHING & LINENS	2,180	1,605	3,000	3,000	1,076	1,300
551-3240 MOTOR FUEL & LUBE	20,905	12,708	10,500	10,500	12,023	12,000
551-3280 MINOR TOOLS	744	106	1,100	1,100	-	1,100
551-3400 CHEMICALS	24,945	-	31,350	29,910	16,668	20,000
551-3840 OTHER SUPPLIES	1,958	362	1,980	1,980	2,197	2,178
551-3850 EQUIPMENT	14,963	-	5,999	5,999	-	4,598
TOTAL SUPPLIES	66,036	14,781	54,369	52,929	32,181	41,660
CAPITAL OUTLAY						
551-4010 CAPITAL OUTLAY	-	-	311,400	311,400	200,865	198,500
TOTAL CAPITAL OUTLAY	-	-	311,400	311,400	200,865	198,500
***DEPARTMENT TOTAL ***						
	1,355,253	2,358,120	1,725,359	1,656,987	1,501,447	1,685,434



Wastewater Treatment

AUTHORIZED POSITIONS

**Actual
2015-2016**

**Budget
2016-2017**

**Estimated
2016-2017**

**Proposed
2017-2018**

DEPARTMENT DESCRIPTION:

To continue treating domestic sewage through the treatment process and meet all effluent requirements on daily discharges.

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR

PERFORMANCE MEASURES

**Actual
2015-2016**

**Budget
2016-2017**

**Estimated
2016-2017**

**Proposed
2017-2018**

Wastewater Treatment Expenditure Detail

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
PERSONNEL						
552-1010 EXEMPT WAGES	32,915	-	-	-	-	-
552-1020 NON-EXEMPT WAGES	180,450	-				
552-1030 TEMPORARY EMPLOYEES	486	-	-	-	-	-
552-1080 OVERTIME	9,533	-	-	-	-	-
552-1100 GROUP INSURANCE	29,175	-	-	-	-	-
552-1120 PENSION CONTRIBUTION	13,992	1,846	-	-	-	-
552-1140 FICA TAX	12,205	1,737	-	-	-	-
552-1150 MEDICARE TAX	2,854	406	-	-	-	-
552-1160 WORKMENS COMP	8,939	-	-	-	-	-
552-1180 FUTA	491	-	-	-	-	-
EXPENSE CATEGORY TOTAL	291,039	3,989	-	-	-	-
OTHER CHARGES						
552-2010 COMMUNICATION	12,948	5,037	12,000	12,000	5,500	12,000
552-2043 TRAVEL & TRAINING	4,047	21	-	-	-	-
552-2080 INSURANCE & BONDS	5,134	-	-	-	-	-
552-2100 CONTRACTUAL SERVICES	-	917,103	796,302	868,816	868,816	863,775
552-2320 COPYING EXPENSES	386	7	-	-	-	-
552-2380 UTILITIES	346,738	360,590	200,000	350,000	350,000	300,000
552-2520 MEMBERSHIP & SUBSCRIPTION	774	-	-	-	-	-
552-2628 MAINT - OTHER	1,170	-				
552-2634 MAINT - MACHINERY	96,359	1,824	-	-	1,122	-
552-2636 MAINT - VEHICLES	2,086	315	-	-	2,314	-
552-2640 MAINT-ALLOWANCE	-	152,733	94,720	39,375	39,375	94,720
552-2810 OTHER SERVICES	275,683	2,219	-	-	1,431	-
552-2840 INSPECTION FEES	51,311	58,896	-	55,345	55,345	50,000
552-2999 DEPRECIATION EXPENSE	297,063	-				
EXPENSE CATEGORY TOTAL	1,093,699	1,498,744	1,103,022	1,325,536	1,323,903	1,320,495
SUPPLIES						
552-3010 OFFICE SUPPLIES	386	-	-	-	-	-
552-3040 JANITOR SUPPLIES	918	-	-	-	-	-
552-3080 CLOTHING & LINENS	4,506	665	-	-	-	-
552-3240 MOTOR FUEL & LUBE	6,502	3,731	10,000	10,000	6,469	10,000
552-3280 MINOR TOOLS	524	-	-	-	-	-
552-3400 CHEMICALS	54,929	1,875	-	-	-	-
552-3840 OTHER SUPPLIES	9,722	959	-	-	-	-
552-3850 EQUIPMENT	32,918	-				
EXPENSE CATEGORY TOTAL	110,405	7,231	10,000	10,000	6,469	10,000
CAPITAL OUTLAY						
552-4010 CAPITAL OUTLAY	-	-	625,100	625,101	625,100	304,000
EXPENSE CATEGORY TOTAL	-	-	625,100	625,101	625,100	304,000
***DEPARTMENT TOTAL ***	1,495,144	1,509,963	1,738,122	1,960,637	1,955,472	1,634,495

**Debt Service
Expenditure Detail**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
DEBT SERVICE						
555-5030 DEBT SERVICE	1,919,407	1,573,740	1,136,908	1,136,908	1,136,908	379,338
555-5040 INTEREST EXPENSE	-	-	-	-	-	844,579
EXPENSE CATEGORY TOTAL	1,919,407	1,573,740	1,136,908	1,136,908	1,136,908	1,223,917
***DEPARTMENT TOTAL ***	1,919,407	1,573,740	1,136,908	1,136,908	1,136,908	1,223,917

WASTEWATER FUND
TRANSFERS OUT
DEPARTMENT EXPENSES

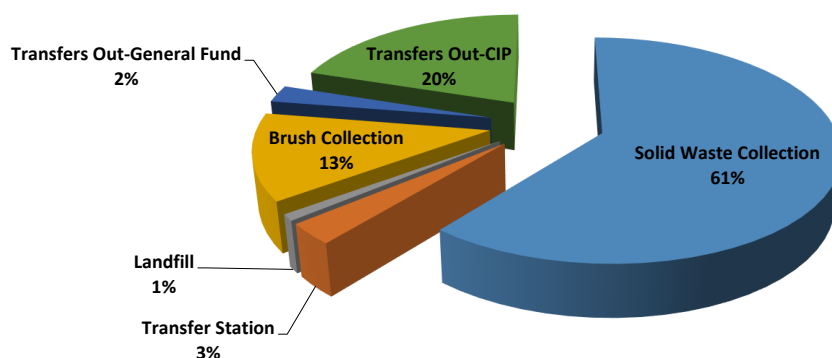
ACCT NO#	ACCT NAME	ACTUAL 2015/16	BUDGET 2016/17	PROJECTED 2016/17	PROPOSED 2017/18	CM'S RECOMMEND
TRANSFERS OUT						
563-6500	TRANSFER TO GEN. FUND	672,526	670,390	670,390	670,390	670,390
563-6700	BAD DEBT EXPENSE	47,399	-	-	-	-
EXPENSE CATEGORY TOTAL		719,925	670,390	670,390	670,390	670,390
***DEPARTMENT TOTAL ***		719,925	670,390	670,390	670,390	670,390

**WATER & SEWER CIP
SOURCES & USES OF FUNDS**

SOURCES OF FUNDS	PRJ#	2017		2018		2019		CM RECOMM
		WATER PROJECTED	SEWER PROJECTED	WATER	SEWER	WATER	SEWER	
REFUNDING-SAVINGS								
Split between water/sewer		377,359	305,870	353,246	465,246	818,493	103,973	620,601
SEWER FUND-CIP RESERVE						-		-
(For payment of debt & projects)						-		-
Available Balance			626,514		1,162,511	1,162,511	703,700	703,700
PROPOSED WATER CIP						-		-
(For payment of debt & projects)						-		-
CARRYOVER PRIOR YR NET		-	-	345,029	(122,662)	222,367	443,276	815,710
TOTAL SOURCES OF FUNDS		377,359	932,384	698,276	1,505,095	2,203,371	547,248	2,140,010
USES OF FUNDS								
STS CONTRACTUAL-WTP								
VFD Flocc Drive Starters	003	-	-			1,335		
Influent Screen		-	-	50,000		50,000		
Chemical feed day tanks		-	-				100,000	25,000
STS CONTRACTUAL-LS								
LS imprv summary			-		200,000		143,000	
LS48-pump replace/repair	48		13,150					
LS51 - adj per TC 12/8/16	49		8,489					
LS10-replace secondary pump	50		17,930					
LS22 & 23 - added 12/8/16	64&65		14,057					
LF#27 - Gravity line/Pleasantview	54		312,149					
LS 37 Rehab	53		205,250			581,000		
LS35-secondary pump						20,000		
LS 14-replace secondary pump						8,900		
LS 49-primary pump repair						63,150		
LS 30-replace wet well						63,100		
LS 27-primary pump replacement								7,350
LS 41-does not include influnt screen system								15,450
LS 46-repair/replace pump								7,850
LS 4-replace piping & secondary pump								27,100
LS 20-replace entrie package system								59,950
LS 19-replace entrie package system								36,950
LS 3-repair electrical panel	66		22,225					
STS CONTRACTUAL-NWWTP								
Utility cart-gator	55		8,675					
Automatic Sampler bldg	56		1,164					
Recycle pump & rotor repair	57&67		5,800					
NWWTP imprv summary					50,000		68,000	
Structure Walls						-		500,000
Screen System						-		1,500,000
Pumps, Influent (5)						-		500,000
Aeration Basin Clarifier gearbox								15,000
Step Screen Repairs								15,000
Sludge Digester Aerator System								20,000
RAS Pump (Oxidation Ditch)								8,000
Belt Filter Press Repair								14,000
Rotor Gearbox, Oxidation								13,350
STS CONTRACTUAL-SWWTP								
Riding Mower	59		9,499					
SWWTP imprv summary					54,000		19,800	
RAS Pump (Flygt NP3127)						8,000		
WAS Pump (ABS)						4,000		
Refurbish Clarifier Drives						15,000		
Ballast (UV system repair)						40,000		
Bar Screen Repair								200,000
COW - Water Distribution								
Water tower project	004							
Valve exerciser	006	10,000						
24" street cutter	007	6,730						
Hammer head	008	4,615						
Trench box	009	8,000						
Air hammer	010	1,135						
WTP 6' Chain Link Fence	013	1,850						
Generac light tower				15,000		15,000		
4x4 Crew cab pickup				40,000		-		
Line improvements/misc	005	-		150,000		100,000	300,000	
F550 Dump Truck-used						50,000		
F250 pickup 4x4						35,000		
COW - Wastewater Collections								
Trailer mounted jetter	60		83,459					
20' Utility trailers (3)	61		10,485					
Jet nozzles (10)	62		12,215					
Pipe burst rehab 50 manholes	63		200,000					
Continue manhole pipe bursting					100,000	100,000	100,000	100,000
4x4 1ton pickup truck						55,000		
Tubes for vac truck						10,000		
Vaccum system						25,000		
SCBA (Self-Contained Breathing Apparatus)						5,000		
Light Tower-Small Truck						3,500		
TOTAL CAPITAL OUTLAY		32,330	924,547	255,000	404,000	1,252,985	400,000	3,065,000
DEBT SERVICE								
ALLOCATED TO SEWER								-
To be paid from CIP (2016)			-		-		290,000	290,000
To be paid from CIP (2010)			130,500		134,676	134,676	138,852	138,852
TOTAL USES OF FUNDS		32,330	1,055,047	255,000	538,676	1,387,661	400,000	3,493,852
BALANCE (NET)		345,029	(122,662)	83	443,276	815,710	147,248	(1,353,842)

**Solid Waste Fund
Financial Summary**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
INTERGOVERNMENTAL REVENUE						
400-2000 INTERGOVERNMENTAL REVENUE	27,327	28,117	-	-	-	-
TOTAL INTERGOVERNMENTAL REVENUE	27,327	28,117	-	-	-	-
CHARGES FOR SERVICES						
400-3010 GARBAGE FEES	3,937,234	3,565,147	3,830,000	3,830,000	3,755,356	3,810,000
400-3100 BRUSH FEES	1,201,695	1,099,118	1,152,000	1,152,000	1,107,112	1,152,000
TOTAL CHARGES FOR SERVICES	5,138,928	4,664,264	4,982,000	4,982,000	4,862,468	4,962,000
REV FROM USE OF MONEY &						
400-5020 RECYCLING	3,180	1,705	3,500	3,500	1,385	3,500
TOTAL REV FROM USE OF MONEY &	3,180	1,705	3,500	3,500	1,385	3,500
OTHER INCOME						
400-6020 MISCELLANEOUS REVENUE	65	-	-	-	-	-
400-6022 UTILITY BILLIN PENALTIES	82,643	59,481	82,000	82,000	73,226	82,000
400-6050 DONATIONS/CONTRIBUTIONS	613	-	-	-	-	-
TOTAL OTHER INCOME	83,321	59,481	82,000	82,000	73,226	82,000
*** TOTAL REVENUES ***	5,252,756	4,753,567	5,067,500	5,067,500	4,937,079	5,047,500
EXPENDITURE SUMMARY						
EMERGENCY MANAGEMENT	-	34,240	-	-	-	-
SOLID WASTE COLLECTION	3,116,014	3,232,507	3,052,504	3,052,504	3,068,676	3,052,504
TRANSFER STATION	47,228	50,735	54,612	54,612	54,534	151,071
LANDFILL	1,007	3,053	46,030	46,030	48,739	46,030
BRUSH COLLECTION	1,096,327	769,215	630,000	630,000	630,000	630,000
TRANSFERS OUT	44,252	36,625	-	-	-	-
*** TOTAL OPERATING EXPENSES ***	4,304,828	4,126,375	3,783,146	3,783,146	3,801,949	3,879,605
TRANSFERS OUT						
563-6599 TRANSFERS OUT-GF	-	125,750	125,750	125,750	125,000	125,000
563-6599 TRANSFERS OUT-CIP	750,000	500,000	1,000,000	1,000,000	1,000,000	1,000,000
*** TOTAL TRANSFERS OUT ***	750,000	625,750	1,125,750	1,125,750	1,125,000	1,125,000
REVENUES OVER (UNDER) EXPENDITURES	197,928	1,442	158,604	158,604	10,130	42,895



Solid Waste Fund
Long-Range Financial Summary

	Proposed	Long-Range Financial Summary		
	2018 PROPOSED	2019 PROJECTED	2020 PROJECTED	2021 PROJECTED
INTERGOVERNMENTAL REVENUE				
400-2000 INTERGOVERNMENTAL REVENUE	-	-	-	-
TOTAL INTERGOVERNMENTAL REVENUE	-	-	-	-
CHARGES FOR SERVICES				
400-3010 GARBAGE FEES	3,810,000	3,810,000	3,810,000	3,810,000
400-3100 BRUSH FEES	1,152,000	1,152,000	1,152,000	1,152,000
TOTAL CHARGES FOR SERVICES	4,962,000	4,962,000	4,962,000	4,962,000
REV FROM USE OF MONEY &				
400-5020 RECYCLING	3,500	3,500	3,500	3,500
TOTAL REV FROM USE OF MONEY &	3,500	3,500	3,500	3,500
OTHER INCOME				
400-6020 MISCELLANEOUS REVENUE	-	-	-	-
400-6022 UTILITY BILLIN PENALTIES	82,000	82,000	82,000	82,000
400-6050 DONATIONS/CONTRIBUTIONS	-	-	-	-
TOTAL OTHER INCOME	82,000	82,000	82,000	82,000
*** TOTAL REVENUES ***	5,047,500	5,047,500	5,047,500	5,047,500
EXPENDITURE SUMMARY				
EMERGENCY MANAGEMENT	-	-	-	-
SOLID WASTE COLLECTION	3,052,504	3,052,504	3,052,504	3,052,504
TRANSFER STATION	151,071	54,220	54,335	54,335
LANDFILL	46,030	46,030	46,030	46,030
BRUSH COLLECTION	630,000	630,000	630,000	630,000
TRANSFERS OUT	-	-	-	-
*** TOTAL OPERATING EXPENSES ***	3,879,605	3,782,754	3,782,869	3,782,869
TRANSFERS OUT				
563-6599 TRANSFERS OUT-GF	125,000	125,750	125,750	125,750
563-6599 TRANSFERS OUT-CIP	1,000,000	1,000,000	1,000,000	1,000,000
*** TOTAL TRANSFERS OUT ***	1,125,000	1,125,750	1,125,750	1,125,750
REVENUES OVER (UNDER) EXPENDITURES	42,895	138,996	138,881	138,881

Emergency Management Expenditure Detail

	History		Current			Proposed
	2015	2016	2017	2017	2017	2018
	ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
OTHER CHARGES						
518-2101 CONTRACTUAL SVC-DISASTER	-	34,240	-	-	-	
TOTAL OTHER CHARGES	-	34,240	-	-	-	-
***DEPARTMENT TOTAL ***	-	34,240	-	-	-	-



Solid Waste Collection

AUTHORIZED POSITIONS

**Actual
2015-2016**

**Budget
2016-2017**

**Estimated
2016-2017**

**Proposed
2017-2018**

DEPARTMENT DESCRIPTION:

The solid waste department is involved in the collection of commercial and residential garbage and properly disposing of the garbage at a contracted landfill. The functions of this department have been contracted.

PERFORMANCE MEASURES

**Actual
2015-2016**

**Budget
2016-2017**

**Estimated
2016-2017**

**Proposed
2017-2018**

**Solid Waste Collection
Expenditure Detail**

	History		Current			Proposed
	2015	2016	2017	2017	2017	2018
	ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL						
522-1000 PENSION EXPENSE	477	2,598	-	-	-	
TOTAL PERSONNEL	477	2,598	-	-	-	-
OTHER CHARGES						
522-2010 COMMUNICATIONS	1,972	2,152	2,000	2,000	2,260	2,000
522-2040 ADVERTISING	390	-	-	-	-	-
522-2480 COLLECTION FEES	27,268	32,768	30,804	30,804	29,847	30,804
522-2520 MEMBERSHIP & SUBSCRIPTION	2,500	-	2,500	2,500	-	2,500
522-2640 MAINT. ALLOWANCE	-	-	-	-	-	-
522-2810 OTHER SERVICES	21,646	12,665	27,200	27,200	46,569	27,200
TOTAL OTHER CHARGES	53,775	47,585	62,504	62,504	78,676	62,504
DEBT SERVICE						
522-5050 CONTRACT SERVICES	3,061,762	3,182,324	2,990,000	2,990,000	2,990,000	2,990,000
TOTAL DEBT SERVICE	3,061,762	3,182,324	2,990,000	2,990,000	2,990,000	2,990,000
***DEPARTMENT TOTAL ***	3,116,014	3,232,507	3,052,504	3,052,504	3,068,676	3,052,504



Transfer Recycling

AUTHORIZED POSITIONS

	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
Recycle Maintenance Worker	1	1	1	1
Skilled Laborer (Part-Time)	1	1	1	1
Laborer	0	0	0	1
Department Total	2	2	2	3

DEPARTMENT DESCRIPTION:

The safe distribution/disposal of all waste and recyclables collected

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR

- JOINED THE KEEP TEXAS BEAUTIFUL ORGANIZATION.
- ESTABLISHED A RECYCLING COMMITTEE

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR

- INCREASE PUBLIC AWARENESS OF RECYCLING
- INCREASE RECYCLING LOCATIONS
- PROVIDE THE PUBLIC WITH MORE EDUCATIONAL INFORMATION

PERFORMANCE MEASURES	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
TONS OF RECYCLED MATERIAL AS OF APRIL 31, 2017	114	136	90	

**Transfer Station
Expenditure Detail**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
PERSONNEL						
523-1020 NON-EXEMPT WAGES	18,000	32,600	23,550	23,550	23,550	44,554
523-1025 PART-TIME WAGES	7,542	-	10,504	10,504	10,504	10,504
523-1080 OVERTIME	83	1,356	-	-	1,200	-
523-1100 GROUP INSURANCE	2,544	4,351	4,692	4,692	4,692	8,978
523-1120 PENSION CONTRIBUTION	1,073	1,629	1,601	1,601	1,601	3,342
523-1140 FICA TAX	1,468	2,089	2,111	2,111	2,111	3,414
523-1150 MEDICARE TAX	343	489	494	494	494	798
523-1160 WORKMENS COMP	908	1,035	1,880	1,880	1,880	4,966
523-1180 FUTA	88	217	500	500	500	750
TOTAL PERSONNEL	32,050	43,766	45,332	45,332	46,532	77,305
OTHER CHARGES						
523-2010 COMMUNICATIONS	2,629	2,869	2,640	2,640	3,013	2,400
523-2043 TRAVEL AND TRAINING	-	51	40	-	-	-
523-2380 UTILITIES	1,953	1,410	1,500	1,500	1,756	1,266
523-2440 POSTAGE	210	-	-	-	-	-
523-2626 MAINT.-BUILDING	-	-	1,000	-	-	1,000
523-2634 MAINT-MACHINERY	-	205	-	40	52	-
523-2636 MAINT-VEHICLES	165	660	500	2,000	1,479	2,000
523-2810 OTHER SERVICES	3,147	-	600	-	-	600
TOTAL OTHER CHARGES	8,104	5,195	6,280	6,180	6,300	7,266
SUPPLIES						
523-3010 OFFICE SUPPLIES	-	-	-	-	-	1,000
523-3040 JANITOR SUPPLIES	-	-	-	-	-	500
523-3080 CLOTHING & LINENS	419	1,274	600	1,100	957	1,500
523-3240 MOTOR FUEL & LUBE	-	-	1,000	500	-	2,000
523-3840 OTHER SUPPLIES	374	500	500	1,200	745	1,500
523-3850 EQUIPMENT	6,281	-	900	300	-	1,000
TOTAL SUPPLIES	7,074	1,774	3,000	3,100	1,702	7,500
CAPITAL OUTLAY						
523-4010 CAPITAL OUTLAY	-	-	-	-	-	59,000
TOTAL CAPITAL OUTLAY	-	-	-	-	-	59,000
***DEPARTMENT TOTAL ***	47,228	50,735	54,612	54,612	54,534	151,071



Landfill

AUTHORIZED POSITIONS

Actual
2015-2016

Budget
2016-2017

Estimated
2016-2017

Proposed
2017-2018

DEPARTMENT DESCRIPTION:

Oversee the monitoring of state permitted Type I landfill, which has been closed to ensure compliance of state and federal regulations as required. To contract with a local landfill for the disposal of refuse.

PERFORMANCE MEASURES

Actual
2015-2016

Budget
2016-2017

Estimated
2016-2017

Proposed
2017-2018

Landfill
Expenditure Detail

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
OTHER CHARGES						
527-2380 UTILITIES	358	3,053	1,030	1,030	289	1,030
527-2845 MONITORING OF LANDFILL	-	-	30,000	30,000	47,475	30,000
527-2850 DISPOSAL- SPECIAL PROJECTS	-	-	15,000	15,000	-	15,000
TOTAL OTHER CHARGES	358	3,053	46,030	46,030	47,764	46,030
DEBT SERVICE						
527-5050 CONTRACTUAL SERVICES	650	-	-	-	975	-
TOTAL DEBT SERVICE	650	-	-	-	975	-
***DEPARTMENT TOTAL ***	1,007	3,053	46,030	46,030	48,739	46,030



Brush Collection

AUTHORIZED POSITIONS

Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
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DEPARTMENT DESCRIPTION:

Oversee the monitoring of state permitted Type I landfill, which has been closed to ensure compliance of state and federal regulations as required. To contract with a local landfill for the disposal of refuse.

PERFORMANCE MEASURES

Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Proposed 2017-2018
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**Brush Collection
Expenditure Detail**

	History		Current			Proposed
	2015	2016	2017	2017	2017	2018
	ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
DEBT SERVICE						
528-5050 CONTRACTUAL SERVICES	1,096,327	769,215	630,000	630,000	630,000	630,000
TOTAL DEBT SERVICE	1,096,327	769,215	630,000	630,000	630,000	630,000
***DEPARTMENT TOTAL ***	1,096,327	769,215	630,000	630,000	630,000	630,000

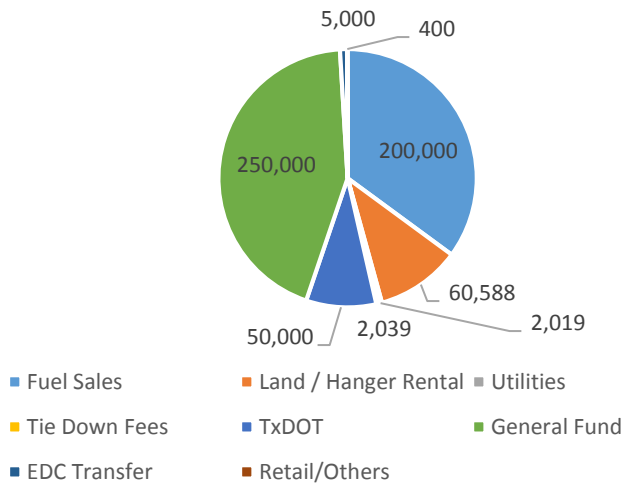
**Transfers Out
Expenditure Detail**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
TRANSFERS OUT						
563-6599 TRANSFERS OUT-GF	-	125,750	125,750	125,750	125,000	125,000
563-6599 TRANSFERS OUT-CIP	750,000	500,000	1,000,000	1,000,000	1,000,000	1,000,000
563-6700 BAD DEBT EXPENSE	44,252	36,625	-	-	-	-
TOTAL TRANSFERS OUT	794,252	662,375	1,125,750	1,125,750	1,125,000	1,125,000
***DEPARTMENT TOTAL ***	794,252	662,375	1,125,750	1,125,750	1,125,000	1,125,000

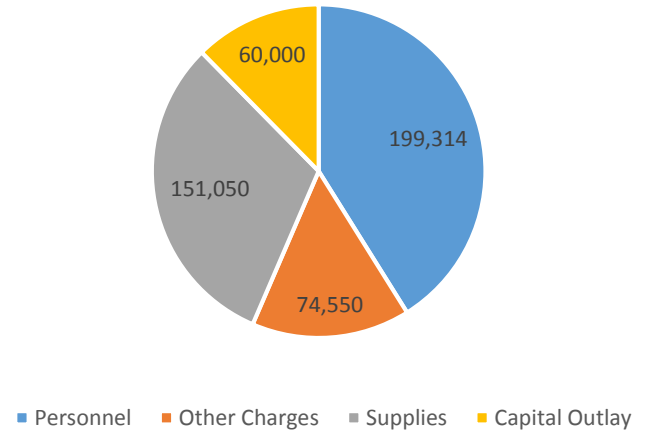
Mid Valley Airport

Budget Snapshot

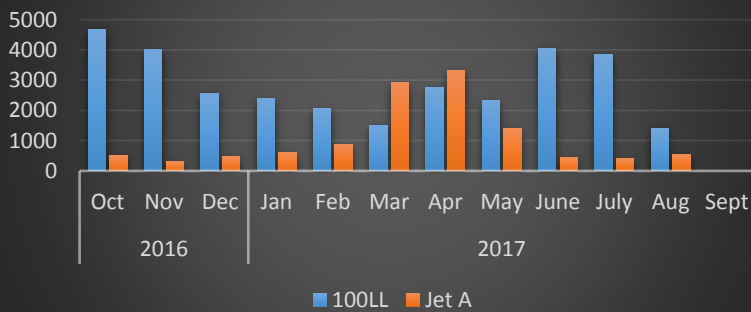
FY 17-18 Revenues



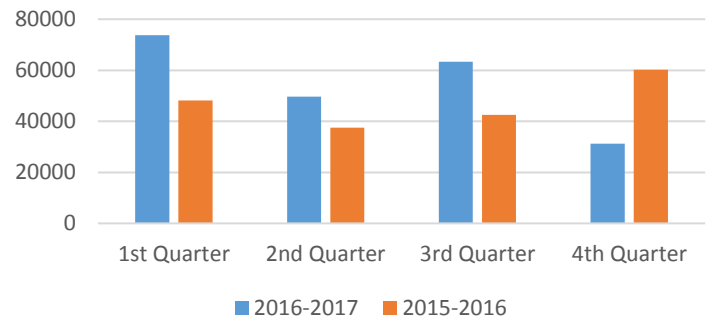
FY 17-18 Expenditures



2017 Gallons Sold



Annual Revenue



FY 2017-2018 CAPITAL PROJECTS

Description	Total	RAMP	Match	CIP
Professional Services	5,000	2,500	2,500	-
Maint. Pavement	30,000	15,000	15,000	-
Maint. Buildings	25,000	12,500	12,500	-
Maint. Other	2,000	1,000	1,000	-
Maint. Apparatus	7,100	3,550	3,550	-
Maint. Runway	1,000	500	500	-
Maint. Fences	2,000	1,000	1,000	-
Maint. Fuel System	2,000	1,000	1,000	-
RAMP Capital Outlay	24,000	12,000	12,000	-
Fencing	15,000	-	-	15,000
Signage	5,000	-	-	5,000
Shredder	25,000	-	-	25,000
Total	143,100	49,050	49,050	45,000

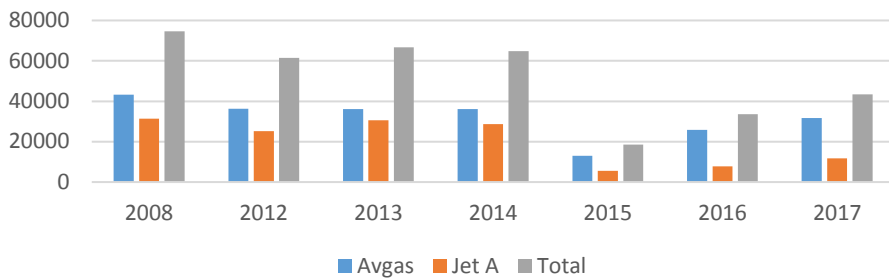
Quarterly Sales Revenue

	2016-2017	2015-2016	Diff.
1st Quarter	73,786.80	48,134.62	(25,652.18)
2nd Quarter	49,603.32	37,471.77	(12,131.55)
3rd Quarter	63,389.87	42,563.13	(20,826.74)
4th Quarter	31,249.70	60,174.81	28,925.11
Annual Total	218,029.69	188,344.33	(29,685.36)

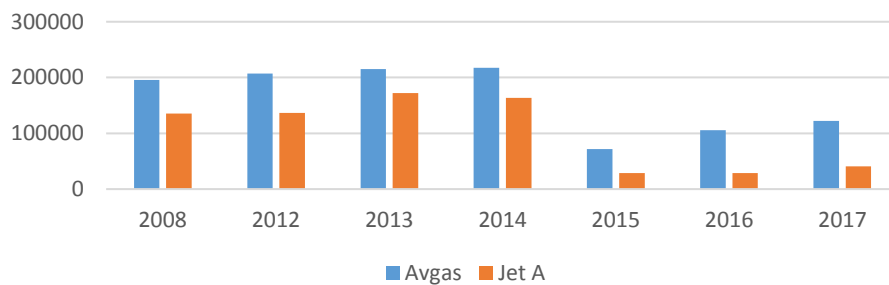
Mid Valley Airport

Budget Snapshot

Fuel Consumption - Gallons



Annual Fuel Value



Fuel Consumption

	Avgas	Jet A	Total
2008	43,249.90	31,357.00	74,606.90
2012	36,244.40	25,231.70	61,476.10
2013	36,182.10	30,574.60	66,756.70
2014	36,095.80	28,658.70	64,754.50
2015	12,960.50	5,597.60	18,558.10
2016	25,866.00	7,752.50	33,618.50
2017	31,653.30	11,779.80	43,433.10

Fuel Value

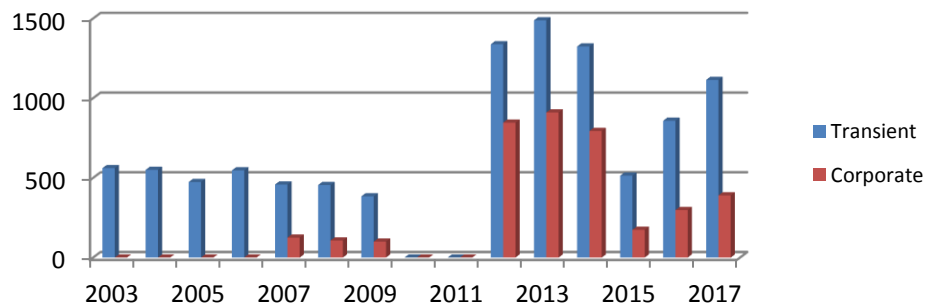
	Avgas	Jet A	Total
2008	195,827.08	135,262.55	331,089.63
2012	207,099.86	136,424.60	343,524.46
2013	215,283.53	171,924.80	387,208.33
2014	217,641.92	163,354.59	380,996.51
2015	72,000.40	28,721.55	100,721.95
2016	105,369.20	28,863.59	134,232.79
2017	122,025.07	40,544.86	162,569.93

Enplanements

		Transient	Corp.
2016	Oct	72	31
	Nov	67	34
	Dec	60	24
2017	Jan	49	17
	Feb	66	23
	Mar	81	21
	Apr	51	19
	May	56	14
	June	55	13
	July	47	11
	Aug	0	0
	Sept	0	0
TOTALS		604	207

	Transient	Corp.	Difference
2015	28	9	66
	32	9	60
	50	22	12
2016	35	13	18
	27	11	51
	36	9	57
	36	14	20
	24	12	34
	40	13	15
	55	12	-9
	66	25	-91
	65	23	-88
TOTALS		494	172

Enplanements



**Airport Fund
Financial Summary**

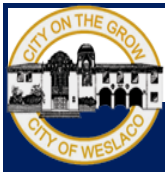
	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
REVENUE SUMMARY						
INTERGOVERNMENTAL REVENUE	3,773,179	1,220,436	70,000	70,000	63,949	65,000
CHARGES FOR SERVICES	159,666	182,461	202,826	202,826	243,147	264,646
TRANSFERS IN	200,253	252,002	255,000	255,000	251,072	255,400
*** TOTAL REVENUES ***	4,133,098	1,654,899	527,826	527,826	558,168	585,046
EXPENDITURE SUMMARY						
AIRPORT OPERATIONS	668,097	687,702	559,605	559,605	589,602	480,078
AIRPORT GRANT	-	-	-	-	-	98,100
*** TOTAL EXPENDITURES ***	668,097	687,702	559,605	559,605	589,602	578,178
REVENUES OVER (UNDER) EXPENDITURES	3,465,001	967,197	(31,779)	(31,779)	(31,434)	6,868

Airport Fund
Long-Range Financial Summary

	Proposed	Long-Range Financial Summary		
	2018 PROPOSED	2019 PROJECTED	2020 PROJECTED	2021 PROJECTED
REVENUE SUMMARY				
INTERGOVERNMENTAL REV	65,000	60,000	60,000	60,000
CHARGES FOR SERVICES	264,646	302,826	352,826	402,826
TRANSFERS IN	255,400	350,000	350,000	350,000
*** TOTAL REVENUES ***	585,046	712,826	762,826	812,826
EXPENDITURE SUMMARY				
AIRPORT OPERATIONS	480,078	449,381	490,134	530,134
AIRPORT GRANT	98,100	100,000	100,000	100,000
*** TOTAL EXPENDITURES ***	578,178	549,381	590,134	630,134
REVENUES OVER (UNDER) EXPENDITURES	6,868	163,445	172,692	182,692

**Airport Operations
Expenditure Detail**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
INTERGOVERNMENTAL REVENUE						
400-2000 INTERGOVERNMENTAL REVENUE	3,773,179	1,220,436	70,000	70,000	63,949	65,000
TOTAL INTERGOVERNMENTAL REVENUE	3,773,179	1,220,436	70,000	70,000	63,949	65,000
CHARGES FOR SERVICES						
400-3300 FUEL SALES	101,436	128,262	150,000	150,000	185,000	200,000
400-3305 FUEL DISCOUNTS	(3)	-	-	-	-	-
400-3320 EASTSIDE HANGER-RENTAL	27,876	30,235	27,336	27,336	36,876	40,000
400-3330 WESTSIDE HANGAR RENTAL	11,250	12,601	11,250	11,250	11,010	11,588
400-3340 DAILY HANGER RENTAL	12,100	7,230	10,300	10,300	7,650	9,000
400-3350 UTILITIES	2,013	2,118	1,960	1,960	2,011	2,019
400-3360 TIE DOWN FEES	3,795	1,715	1,980	1,980	-	2,039
400-3370 BUILDING RENTAL	1,200	300	-	-	600	-
REVENUE CATEGORY TOTAL	159,666	182,461	202,826	202,826	243,147	264,646
OTHER INCOME						
400-6010 TRANSFER FROM GENERAL FUND	200,000	251,172	250,000	250,000	250,000	250,000
400-6011 TRANSFER FROM EDC	-	-	5,000	5,000	-	5,000
400-6020 MISCELLANEOUS REVENUE	(208)	274	-	-	672	-
400-6031 SALES-TAXABLE	461	556	-	-	400	400
REVENUE CATEGORY TOTAL	200,253	252,002	255,000	255,000	251,072	255,400
*** TOTAL REVENUES ***	4,133,098	1,654,899	527,826	527,826	558,168	585,046



Mid-Valley Airport

www.weslacotx.gov/departments/mid-valley-airport

AUTHORIZED POSITIONS	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Budget 2017-2018
Aviation Director	1	1	1	1
Ramp Service Supervisor	1	1	1	1
Sr. Ramp Service Agent	1	1	1	1
Secretary I	0	1	1	1
Department Total	3	4	4	4

DEPARTMENT DESCRIPTION:

"To cultivate an environment which promotes general aviation in an economically viable and competitive manner for the City of Weslaco, the Rio Grande Valley and our International visitors."

ACCOMPLISHMENTS FOR 2016-17 FISCAL YEAR

- Completed Phase I of Airport Business Plan
- Completed Land Acquisition for Runway Expansion
- Runway Expansion Completed
- Completed RAMP and NPE Funding Strategic Plan
- Completed Lease Agreements

GOALS & OBJECTIVES FOR 2017-18 FISCAL YEAR

- **Develop airport facilities and infrastructure to ensure operational and safety requirement.**
 - Complete Comprehensive Plan
 - Implement TSA/FAA Security Requirements
- **Develop State and Federal Compliance Reports**
 - Complete Asphalt Maintenance Program
 - Complete Hazard Mitigation Plan
 - Complete Airport Drainage Plan
- **Improve Business Service Model**
 - Increase Revenues
 - Develop Business Opportunities (New Hangar Development)

PERFORMANCE INDICATORS	Actual 2015-2016	Budget 2016-2017	Estimated 2016-2017	Budget 2017-2018
Total Fuel Sales in dollars	134,233	130,000	147,500	148,000
Total Revenue from Hangar and Land rental	52,826	52,826	52,826	75,860
Total Transit Aircraft Visting Weslaco	514	514	858	900
Total Corporate Aircraft Using Weslaco Mid Valley Airport	174	174	298	400

**Airport Operations
Expenditure Detail**

		History		Current		Proposed	
		2015	2016	2017	2017	2018	
		ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
PERSONNEL							
564-1000	PENSION EXPENSE	3,919	17,381	-	-	-	-
564-1010	EXEMPT WAGES	88,029	19,612	75,280	75,280	71,380	71,380
564-1020	NON-EXEMPT WAGES	51,279	55,189	75,340	75,340	75,340	77,563
564-1080	OVERTIME	3,087	8,336	2,500	2,500	4,500	4,500
564-1100	GROUP INSURANCE	14,119	11,271	18,768	18,768	18,768	17,955
564-1120	PENSION CONTRIBUTION	8,813	9,888	10,412	10,412	10,412	11,171
564-1140	FICA TAX	8,331	9,718	9,494	9,494	9,494	9,234
564-1150	MEDICARE TAX	1,948	2,273	2,221	2,221	2,221	2,160
564-1160	WORKMENS COMP	3,728	3,759	4,489	4,489	4,489	4,351
564-1180	FUTA	27	651	1,000	1,000	1,000	1,000
TOTAL PERSONNEL		183,281	138,078	199,504	199,504	197,604	199,314
OTHER CHARGES							
564-2010	COMMUNICATIONS	2,264	2,890	2,500	2,500	2,328	2,500
564-2043	TRAVEL AND TRAINING	98	2,376	1,200	1,200	8,500	1,200
564-2050	MISCELLANEOUS EXPENSE	-	1,145	2,200	2,200	3,100	2,200
564-2080	INSURANCE & BONDS	7,546	5,086	8,000	8,000	7,900	8,000
564-2100	PROFFESIONAL SERVICES	119,827	24,575	5,000	5,000	2,505	-
564-2240	MARKETING	732	3,113	5,000	5,000	5,000	5,000
564-2320	COPYING EXPENSES	1,852	1,849	2,200	2,200	2,200	2,200
564-2380	UTILITIES	39,457	37,135	31,000	31,000	31,000	26,164
564-2440	POSTAGE	127	162	200	200	155	200
564-2520	MEMBERSHIP & SUBSCRIPTION	12,405	13,824	12,000	12,000	12,000	12,000
564-2626	MAINT-BUILDINGS	8,160	8,884	10,000	17,002	20,000	-
564-2628	MAINT-OTHER	657	35,301	2,000	2,000	1,554	-
564-2632	MAINT-APPARATUS/BEACON	6,812	9,372	7,100	7,100	7,100	-
564-2636	MAINT-VEHICLES	1,700	919	2,000	2,000	2,000	-
564-2652	MAINT-TAXIWAY/RUNWAY/APR	-	515	3,000	3,000	350	2,000
564-2653	MAINT-FENCES	738	6,806	2,000	2,000	2,075	-
564-2655	MAINT-FUEL SYSTEM	2,424	2,020	4,000	4,000	2,424	2,000
564-2810	OTHER SERVICES	-	45	-	-	-	-
564-2840	INSPECTION FEES	-	-	250	250	-	250
564-2860	DEPRECIATION	193,382	196,703	-	-	-	-
564-2865	AMORTAZATION EXPENSE	2,001	-	-	-	-	-
564-2920	BANK SERVICES	2,203	3,281	6,000	6,000	5,000	6,000
TOTAL OTHER CHARGES		402,386	356,000	105,650	112,652	115,191	69,714
SUPPLIES							
564-3010	OFFICE SUPPLIES	1,721	1,029	750	750	560	750
564-3040	JANITOR SUPPLIES	200	617	400	400	140	400
564-3080	CLOTHING & LINENS	665	739	600	600	172	600
564-3240	MOTOR FUEL & LUBE	894	750	2,000	2,000	1,200	2,000
564-3250	FUEL DELIVERY	62,779	104,973	120,000	120,000	150,000	146,000
564-3400	CHEMICALS	286	517	500	500	420	500
564-3840	OTHER SUPPLIES	464	1,042	300	300	206	300
564-3850	SUPPLIES FOR RESALE	420	368	500	500	179	500
564-3860	EQUIPMENT	-	63,056	1,000	1,000	11,010	-
TOTAL SUPPLIES		67,430	173,089	126,050	126,050	163,887	151,050
CAPITAL OUTLAY							
564-4040	FUEL TRUCK	15,000	15,000	15,000	15,000	15,000	15,000
564-4080	EQUIPMENT LEASE	-	5,535	8,401	1,399	-	-
564-4085	CAPITAL OUTLAY	-	-	105,000	105,000	97,920	45,000
TOTAL CAPITAL OUTLAY		15,000	20,535	128,401	121,399	112,920	60,000
***DEPARTMENT TOTAL ***							
		668,097	687,702	559,605	559,605	589,602	480,078

**Airport Grants
Expenditure Detail**

	History		Current			Proposed
	2015	2016	2017	2017	2017	2018
	ACTUAL	ACTUAL	BUDGET	AMENDED	ESTIMATED	PROPOSED
OTHER CHARGES						
565-2100 PROFFESIONAL SERVICES	-	-	-	-	-	5,000
565-2624 MAINT-STREETS/PAVEMENT	-	-	-	-	-	30,000
565-2626 MAINT-BUILDINGS	-	-	-	-	-	25,000
565-2628 MAINT-OTHER	-	-	-	-	-	2,000
565-2632 MAINT-APPARATUS/BEACON	-	-	-	-	-	7,100
565-2636 MAINT-VEHICLES	-	-	-	-	-	-
565-2652 MAINT-TAXIWAY/RUNWAY/APR	-	-	-	-	-	1,000
565-2653 MAINT-FENCES	-	-	-	-	-	2,000
565-2655 MAINT-FUEL SYSTEM	-	-	-	-	-	2,000
TOTAL OTHER CHARGES	-	-	-	-	-	74,100
SUPPLIES						
564-3860 EQUIPMENT	-	-	-	-	-	-
TOTAL SUPPLIES	-	-	-	-	-	-
CAPITAL OUTLAY						
564-4085 CAPITAL OUTLAY	-	-	-	-	-	24,000
TOTAL CAPITAL OUTLAY	-	-	-	-	-	24,000
***DEPARTMENT TOTAL ***	-	-	-	-	-	98,100

**Transfers Out
Expenditure Detail**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
TRANSFERS OUT						
563-6500 TRANSFER TO GEN. FUND	-	672,526	670,390	670,390	670,390	670,390
563-6599 TRANSFERS OUT	11,800	-				
563-6700 BAD DEBT EXPENSE	38,376	47,399	-	-	-	-
EXPENSE CATEGORY TOTAL	50,176	719,925	670,390	670,390	670,390	670,390
***DEPARTMENT TOTAL ***	50,176	719,925	670,390	670,390	670,390	670,390

**Economic Incentives Fund
Financial Summary**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
REVENUE SUMMARY						
OTHER INCOME						
400-6599 TRANSFERS IN	954,438	1,450,000	1,025,000	1,025,000	1,025,000	1,035,000
*** TOTAL REVENUES ***	954,438	1,450,000	1,025,000	1,025,000	1,025,000	1,035,000
EXPENDITURE SUMMARY						
501-4020 380 AGREEMENTS	619,947	375,400	600,000	600,000	898,589	600,000
501-4030 SALES TAX AGREEMENT	593,849	589,640	425,000	425,000	425,000	435,000
597-6599 TRANSFERS TO OTHER FUNDS	-	-	-	-	350,000	-
*** TOTAL EXPENDITURES ***	1,213,797	965,041	1,025,000	1,025,000	1,673,589	1,035,000
REVENUES OVER (UNDER) EXPENDITURES	(259,359)	484,959	-	-	(648,589)	-

Beginning Fund Balance	590,398	331,039		815,998	167,409
Ending Fund Balance	331,039	815,998		167,409	167,409

**Interest & Sinking Fund
Financial Summary**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 PROJECTED	2018 PROPOSED
REVENUE SUMMARY						
TAXES						
400-0010 CURRENT ADVALOREM TAX	2,732,994	1,899,558	2,035,851	2,035,851	1,793,840	2,500,000
400-0020 DELINQUENT ADVALOREM TAX	129,096	96,287	120,000	120,000	100,743	123,500
400-0030 INTEREST & PENALTY ON TAX	102,453	63,383	95,000	95,000	64,706	95,000
REV FROM USE OF MONEY						
400-5010 INTEREST EARNED	10,149	21,477	20,000	20,000	29,069	21,000
400-5011 INTEREST ON INVESTMENTS	890	1,513	1,750	1,750	1,735	2,000
OTHER INCOME						
400-6020 MISCELLANEOUS REVENUE	4,065	0	-	-	-	2,500
400-6599 TRANSFERS IN	-	-	-	-	350,000	-
400-6700 OTH FIN SOURCE-BOND REFUNDING	-	3,735,000	-	-	-	-
400-6770 OTH FIN SOURCE-BOND PREMIUM	-	701,808	-	-	-	-
*** TOTAL REVENUES ***	2,979,647	6,519,027	2,272,601	2,272,601	2,340,093	2,744,000
EXPENDITURE SUMMARY						
DEBT SERVICE						
555-5070 REDEMPTION OF BONDS	1,777,852	1,844,019	1,579,500	1,579,500	1,979,500	1,885,324
555-5080 INTEREST ON BONDS	886,598	731,646	714,045	714,045	722,491	662,895
555-5090 FISCAL CHARGES	-	43,656	-	-	-	-
555-5091 SERVICES RENDERED ON BOND	1,053	1,753	1,500	1,500	1,158	1,000
TRANSFERS OUT						
563-6070 OTH FIN USE-PMT TO ESCROW AGT	-	4,470,268	-	-	-	-
*** TOTAL EXPENDITURES ***	2,665,503	7,091,342	2,295,045	2,295,045	2,703,149	2,549,219
REVENUES OVER (UNDER) EXPENDITURES						
	314,144	(572,315)	(22,444)	(22,444)	(363,056)	194,781

Beginning Fund Balance	798,285	1,112,429	540,113	177,057
Ending Fund Balance	1,112,429	540,113	177,057	371,838

**Fire Department Equipment Replacement Fund
Financial Summary**

	History		Current			Proposed
	2015 ACTUAL	2016 ACTUAL	2017 BUDGET	2017 AMENDED	2017 ESTIMATED	2018 PROPOSED
REVENUE SUMMARY						
400-6030 TRNSF FROM OTHER FUNDS	-	306,263	362,500	362,500	250,443	315,500
400-6700 OTHER FINANCING SOURCES	-	715,281	899,000	899,000	888,544	463,000
*** TOTAL REVENUES ***	-	1,021,544	1,261,500	1,261,500	1,138,987	778,500
EXPENDITURE SUMMARY						
516-4010 CAPITAL OUTLAY	-	-	918,000	918,000	888,544	463,000
555-5010 DEBT SVC-PRINCIPAL CAP LEASE	-	39,837	236,933	236,933	88,919	269,147
555-5015 DEBT SVC-INTEREST CAP LEASE	-	800	-	-	11,206	34,835
599-4010 PUBLIC SAFETY	-	715,281	-	-	-	-
*** TOTAL EXPENDITURES ***	-	755,917	1,154,933	1,154,933	988,669	766,982
REVENUES OVER (UNDER) EXPENDITURES	-	265,626	106,567	106,567	150,318	11,518

Beginning Working Capital	-	-		265,626	415,944
Ending Working Capital	-	265,626		415,944	427,462

CITY OF WESLACO
CAPITAL IMPROVEMENT PROGRAM FUND

PROJECT	# YRS	FY 2016 ACTUAL	FY2017 BUDGET	FY2017 PROJECTED	FY 2018 PROPOSED	FY 2018 CM RECOMMEND	FY 2019 BUDGET	FY 2020 BUDGET	FY 2021 BUDGET
Highways & Streets									
Paving - Streets	6	\$ 80,384	\$ 550,000	370,265	\$ 500,000	\$ 500,000	\$ 600,000	\$ 600,000	\$ 600,000
Railroad Crossings	6	-	90,000	89,797	50,000	60,000	50,000	50,000	50,000
Sidewalk/ADA Improvements	6	9,500	20,000	317,835	20,000	20,000	20,000	20,000	20,000
Speed Humps	1	-	-		20,000	10,000			
Light-up Water Tower	1	20,409	-	17,159					
Striping/Coordinating Traffic Signals	6	-	10,000	25,324	70,000	70,000	10,000	10,000	10,000
Drainage improvements	5		100,000	14,588	100,000	100,000	100,000	100,000	100,000
Drainage Sugarcane detention pond	1		150,000	125,729	-	-	-	-	-
MPO - Westgate	4		943,000	943,000	347,000	347,000	416,000	416,000	
Sanitary sewer/traffic study (PCE)	2		-				-		
Culture and Recreation									
Library-UC adj	1	\$ 41,675	\$ -			-	-	-	-
Boys & Girls Parking Lot	1	204,013	-			-	-	-	-
Walking/Jogging Trails	1	64,218	-			-	-	-	-
Play Scapes/Canopies	1	136,991	-			-	-	-	-
City Park Sign-Pablo Pena		24,985	-			-	-	-	-
Dog Park	1	32,148	-			-	-	-	-
Basketball/Volleyball Courts	1	20,000	-			-	-	-	-
Library roof repairs	2	-	170,000	324,231		-	-	-	-
Parks - (incl wlkng/jogging)	5		300,000	220,719	300,000	300,000	300,000	300,000	300,000
Plan/develop park on N	2		-		100,000	100,000	300,000		
Library expansion (12k sqft)	2		-		-	-	-	200,000	2,100,000
Public Safety									
Move generator to CH from WTP	1		50,000	50,563	-	-	-	-	-
Buy 40 Acres for Fire Stn	10	500	150,000	253,631	150,000	150,000	150,000	150,000	150,000
New Fire Station - N Texas	1		650,000	12,108	-	-	-	-	-
New Central Fire/Police stations	3		400,000	148,254	-	-	4,000,000	-	-
Clean Up Campaign	5		50,000	31,053	50,000	50,000	50,000	50,000	50,000
Debt Service									
Cap lease-Radio equipment	5		942,502	942,502	163,343	163,343	163,343	163,343	163,343
Total By Year		634,822	4,575,502	3,886,756	1,870,343	1,870,343	6,159,343	2,059,343	3,543,343
REVENUE									
Transfers in from GF		-	800,000	800,000	800,000	800,000	800,000	800,000	800,000
Transfer from - GF add'l		-	-	-	-	-	-	-	1,480,000
Transfers in from Sanitation		500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Transfers in from Fund 46		28,886	-	-	-	-	-	-	-
Transfer from 2007 bond for MPO		-	800,000	795,000	-	-	-	-	-
Other-Knapp		575,000	-	-	-	-	-	-	-
Other-Sale of Police/Fire on Expy		-	2,800,000	-	2,800,000	2,800,000	-	-	-
Other-Sale Property on Dolores Huerta		-	-	250,000	-	-	-	-	-
Sidewalk Reimbursement		-	-	168,316	-	-	-	-	-
Other Financing Sources		-	779,159	779,159	-	-	-	-	-
Total Revenue		1,103,886	6,179,159	3,792,475	4,600,000	4,600,000	1,800,000	1,800,000	3,280,000
Excess of Revenue over Expend		469,064		(94,281)		2,729,657	(4,359,343)	(259,343)	(263,343)
Carryover prior FB		1,250,000		1,719,064		1,624,782	4,354,439	(4,904)	(264,247)
Fund Balance		1,719,064	-	1,624,782		4,354,439	(4,904)	(264,247)	(527,590)

**Internal Service Fund
Financial Summary**

	History		Current			Proposed
	2015	2016	2017	2017	2017	2018
	ACTUAL	ACTUAL	BUDGET	BUDGET	PROJECTED	PROPOSED
REVENUE SUMMARY						
OTHER INCOME						
400-6599 TRANSFERS IN	591,744	125,000	250,000	250,000	250,000	215,046
*** TOTAL REVENUES ***	591,744	125,000	250,000	250,000	250,000	215,046
EXPENDITURE SUMMARY						
CAPITAL OUTLAY						
597-4015 CAPITAL OUTLAY	38,455	-	-	-	-	-
597-4800 INTEREST EXPENSE	34,916	25,998	16,873	16,873	16,602	7,414
597-4900 DEPRECIATION EXPENSE	-	439,923	-	-	-	-
DEBT SERVICE						
597-5040 LOAN PAYMENTS	-	-	401,691	401,691	-	-
*** TOTAL EXPENDITURES ***	73,370	465,921	418,564	418,564	16,602	7,414
REVENUES OVER (UNDER) EXPENDITURES	518,374	(340,921)	(168,564)	(168,564)	233,398	207,632

Beginning Fund Balance	549,807	(31,433)		(372,354)	(138,956)
Ending Fund Balance	(31,433)	(372,354)		(138,956)	68,676

ORDINANCE NO. 2017-37

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF WESLACO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL ON THE CITY'S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET FOR THE CITY OF WESLACO, TEXAS, FOR THE 2017-2018 FISCAL YEAR.

WHEREAS, the budget appended here as Exhibit A, for the fiscal year beginning October 1, 2017, and ending September 30, 2018, was duly presented to the City Commission by the City Manager, that due and timely public notice that a Public Hearing on such budget would be held on August 22, 2017, was given and made in accordance with state law and within the time limits set forth by law; that such Public Hearing was held in accordance with the law on August 22, 2017; now therefore,

BE IT ORDAINED BY CITY OF WESLACO, TEXAS:

SECTION 1. That the appropriations for the fiscal year beginning October 1, 2017, and ending September 30, 2018, for the support of the general government of the City of Weslaco, Texas be fixed and determined for said terms in accordance with the expenditures shown in the City's Fiscal Year 2017-2018 Budget, a copy of which is appended hereto as Exhibit A;

SECTION 2. That the Budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City's Budget for the fiscal year beginning October 1, 2017, and ending September 30, 2018.

SECTION 3. That there is hereby appropriated the amount shown in said budget necessary to provide for a sinking fund for the payment of the principal and interest and the retirement of the bonded debt requirements of Fiscal 2017-2018 of the City of Weslaco.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of September, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 19th day of September, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1183
From:		
Subject: Discussion and consideration on second and final reading to approve Ordinance 2017-38 adopting and levying the ad valorem tax rate for the 2017-2018 fiscal year and authorize the Mayor to execute any related documents. Possible action. (First Reading held September 5, 2017; Staffed by Finance Department.)		
Background: Please refer to attached memo regarding specific language of motion required by statutes.		
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 Mary Barrera Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approval.		
Staff Recommendation: Recommend approval of Ordinance 17-38.		
Attachments, if any: Memo-Motion to Adopt Tax Rate, Ordinance 2017-38		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1183	
From:			
Subject: Discussion and consideration on second and final reading to approve Ordinance 2017-38 adopting and levying the ad valorem tax rate for the 2017-2018 fiscal year and authorize the Mayor to execute any related documents. Possible action. (First Reading held September 5, 2017; Staffed by Finance Department.)			
Background: Please refer to attached memo regarding specific language of motion required by statutes.			
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 Mary Barrera Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approval.			
Staff Recommendation: Recommend approval of Ordinance 17-38.			
Attachments, if any: Memo-Motion to Adopt Tax Rate, Ordinance 2017-38			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

Date: August 29, 2017

To: Mayor & City Commission

CC: Mike R. Perez, City Manager

From: Mary Barrera, Finance Director

Re: 2017 Tax Rate Adoption

As per the Texas Tax Code, Section 26.05(b) –

A motion to adopt an ordinance, resolution, or order setting a tax rate that exceeds the effective tax rate must be made in the following form:

"I move that the property tax rate be increased by the adoption of a tax rate of \$0.6667 per \$100 valuation, which is effectively a 2.76 percent increase in the tax rate".

The above statement is also required in the language of the ordinance and similar language is required in the adopted budget.

The vote itself must be a record vote.

Please do not hesitate to contact me if you have any questions on these matters.

ORDINANCE NO. 2017-38

AN ORDINANCE LEVYING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE CITY OF WESLACO, TEXAS FOR THE TAX YEAR 2017, FIXING THE TAX RATE FOR THE USE AND SUPPORT OF THE GENERAL GOVERNMENT AND FOR THE INTEREST AND SINKING FUND FOR THE REDEMPTION OF BONDS AND OTHER INDEBTEDNESS OF THE CITY OF WESLACO, TEXAS, AND FIXING A LIEN ON ALL TAXABLE PROPERTY.

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

I.

THAT, there is hereby levied and there shall be collected for the use and support of the municipal government of the City of Weslaco for the 2017-2018 fiscal year, upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of **\$0.6667** on each \$100 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

- a. Maintenance and operation of the General Government (General Fund) for fiscal year 2017-2018, **\$0.5146** on each \$100 valuation of property. **THIS TAX RATE WILL RAISE LESS TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE AND WILL DECREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$44.00.**
- b. Interest and sinking fund for debt service payments for fiscal year 2017-2018, **\$0.1521** on each \$100 valuation of property for the purpose of paying interest on and providing a sinking fund for the redemption of outstanding indebtedness of the City of Weslaco.

II.

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

III.

IF, any person shall neglect or refuse to pay the taxes herein imposed on him or his property, on or before January 31, 2018 the tax collector shall apply the following schedule of

penalty and interest rates for use in calculating the total amount due on delinquent tax bills:

February 2018	7.0%
March 2018	9.0%
April 2018	11.0%
May 2018	13.0%
June 2018	15.0%
July 2018	18.0%

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of September 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 19th day of September, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1184
From:		
Subject: Discussion and consideration on second and final reading to approve Ordinance 2017-39 ratifying the property tax increase reflected in the 2017-2018 fiscal year budget and authorize the Mayor to execute any related documents. Possible action. (First reading held September 5, 2017; Staffed by Finance Department.)		
Background: Section 102.007 of the Local Government Code sets out the requirement that if a budget is adopted that will require "raising more revenue from property taxes" than in the previous year, a vote must be taken ratifying the property tax increase in the budget. This vote is in addition to and separate from the vote to adopt the budget and the vote to set the tax rate.		
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 Mary Barrera Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approval.		
Staff Recommendation: Recommend approval.		
Attachments, if any: Ordinance 2017-39		
Responsibilities upon Approval:		

ORDINANCE NO. 2017-39

**AN ORDINANCE OF THE CITY OF WESLACO, TEXAS RATIFYING
THE PROPERTY TAX INCREASE REFLECTED IN THE 2017-2018
FISCAL YEAR BUDGET; PROVIDING AN EFFECTIVE DATE.**

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

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

WHEREAS, the fiscal year 2017-2018 Budget, as adopted, requires raising more revenue from property taxes than in the previous year by 2.76%, and the City Commission desires by adoption of this Ordinance to ratify the property tax increase reflected in the City's Fiscal Year 2017-2018 Budget.

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

SECTION 1. That the Weslaco City Commission, as the governing body of the City of Weslaco, having adopted the 2017-2018 Fiscal Year Budget that will require raising more revenue from property taxes than in the previous year by 2.76%, hereby ratifies the property tax increase reflected in the 2017-2018 Fiscal Year Budget.

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of September, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 19th day of September, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1203
From:		
Subject: Discussion and reconsideration to award the sole bidder, Mr. Victor's LLC, for Request For Bids No. 2016-17-26 to purchase Two Recycling Trailers in the amount not to exceed \$30,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)		
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):		
Lucy Espinoza	Created/Initiated	
Pete Garcia	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approval.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Recycling Trailers Invoice, Mr. Victor's Bid Packet, Recycling Committee - Letter		
Responsibilities upon Approval:		

Mr. Victors Auto & Trailer Sales

101 E. Owassa Road
Edinburg, Texas 78542
Tel (956) 782-5789
Fax (956) 782-5786
Email: mrvictors@att.net
www.mrvictors.com

PROPOSAL FOR :

CITY OF WESLACO
Office: 956-973-3146

Date

INVOICE

08/23/17

82317

TRAILER	DESCRIPTION	Price
Unit #1 82 x 20 Recycling Trailer	-10 Collapsible Bins w/Large Lids on 45 degree max slope -Lockable Lids Bars on Poly Lids & (2) Paint Lockable Latches -Safety Locks: Integral Locking Secures All Bins on Trailer -2-3500 lb Axles Drop Axles w/ Electric Brakes & Safety Brake Away Kit -Bulldog Hitch -LED Lights, DOT Complaint -Green Paint	\$ 18,000.00
Unit #1 82 x 16 Recycling Trailer	-8 Collapsible Bins w/Large Lids on 45 degree max slope -Lockable Lids Bars on Poly Lids & (2) Paint Lockable Latches -Safety Locks: Integral Locking Secures All Bins on Trailer -2-3500 lb Axles Drop Axles w/ Electric Brakes & Safety Brake Away Kit -Bulldog Hitch -LED Lights, DOT Complaint -Green Paint	\$ 15,000.00
	CITY OF WESLACO DISCOUNT	\$ (3,000.00)
		Total = \$ 30,000.00

Leo Botello
956-271-5881

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

CITY OF WESLACO

Invitation to Bid

The City of Weslaco hereby requests sealed bids for the following:

Two (2) Recycling Trailers – RFB No.: 2016-17-26

Sealed bids addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m. on July 28, 2017**, at which time they will be opened and read aloud. Please mark envelope, "Sealed Bid"

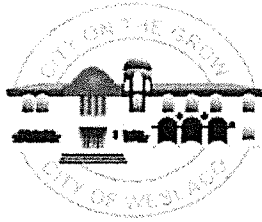
Two (2) Recycling Trailers – RFB No.: 2016-17-26

Potential Bidders/Respondents are advised that the bidding documents can be downloaded from the City of Weslaco web page address: www.weslacotx.gov, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447-2240. Be advised that if your company is contemplating on bidding this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, e-mail, telephone and fax, and contact person). **No electronic bids will be accepted.**

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best and most advantageous to the City and to hold bids for a period of forty-five (45) days without taking action, for the purpose of reviewing the bids and investigation of bidders' qualifications prior to bid award. Bids submitted past the due date and time will not be accepted.

City of Weslaco

Homer Rhodes,
Purchasing Office
hrhodes@weslacotx.gov



VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for **Two "2" Recycling Trailers** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **July 28, 2017** so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes
City of Weslaco
Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240
hrhodes@weslacotx.gov

Name: Leonardo Botello Signature: Ym Botello
(print / contact person)

Title: Salesman Company/Agency: Mr Victors LTD CO

Mailing
Address: 101 E Owassa Rd City/State/Zip: Edinburg / Texas / 78542

Phone: 956-782-5789 Fax: 956-782-5786

Email Address: mr victors @ att.net

Bid No.: 2016-17-26

CITY OF WESLACO INSTRUCTIONS TO BIDDERS

The City of Weslaco will receive bids for
Two (2) Recycle Trailers – RFB No.: 2016-17-26

1. The New Recycle Trailers offered for consideration shall conform to the following specifications and be equipped with any additional equipment as specified.
2. There will be no trade-in offered in consideration of this bid.
3. Bids shall be submitted in a sealed envelope upon the blank form attached hereto. Each bid must be completely filled out. Bids must be filed with the City of Weslaco before opening day and hour. No late bids will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet request for bid(s) requirements may be grounds to disqualification.
4. Any exceptions to these specifications must be stated in writing and attached to the Bid form, **NO EXCEPTIONS**. Each exception must refer to the corresponding paragraph of the Specifications, by paragraph number, with explanation and detailed description of the item or items the bidder wishes to substitute.
5. All parts not specifically mentioned which are necessary to furnish a complete New Recycle Trailers, shall be included whether or not specified.
6. The geographical location(s) of vendor's facilities referenced Parts and Service will be given due consideration in the evaluation and award of contract.
7. Where specific model numbers or manufacturer names are used in these specifications, the Respondent may submit an equal replacement for consideration. All expectations and substitutions must be listed on a separate piece of paper in the Bid package and supporting documents or brochures must be provided for the equipment specified.
8. Bids **MUST** give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.
9. Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Weslaco.
10. STATE SALES TAX MUST NOT BE INCLUDED IN BID. A tax-exempt form will be provided upon request.
11. No substitutions or cancellations permitted without written approval of City of Weslaco.

Instructions to Bidders (cont'd):

12. Number of days required to deliver the New Recycle Trailers after receiving order must be stated in your bid. Failure to do so state will obligate respondent to complete delivery within 30 days after award.
13. When delay can be foreseen, vendor shall give prior notice to the City of Weslaco. Vendor must keep the City of Weslaco advised at all times of status of delivery. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of Weslaco to purchase such NEW RECYCLE TRAILERS elsewhere and charge increase in cost and handling to defaulting vendor.
14. Acceptable reasons for delay delivery are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.), acts of government, (fire, strikes, war). Actions beyond the control of successful vendor.
15. Bid F.O.B. Weslaco Public Works Department, 1912 Joe Stephens Ave, Weslaco, Texas 78599. Bid in units of quantity specified-extend and show total. In the event of discrepancies in extension(s), unit price(s) will govern. Bids subject to unlimited price increase will not be considered.
16. The City may hold Bids for forty-five (45) days after reading of same without taking action. Respondents shall hold their Bid firm for the same period of time.
17. The vendor agrees to indemnify and save harmless the City, the Purchasing Director, and his/her assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Director, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
18. Respondent shall carefully examine the Bid forms, requirement/ specifications, and instructions to respondents. Should the respondent find discrepancies in, or omissions from bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify Homer Rhodes Purchasing Office- Weslaco City Hall, at 956/447-2240 and obtain clarification by addendum prior to submitting any bid.
19. The City of Weslaco will execute payment by mail within 30 days in strict accordance with the State of Texas Pay Law after NEW RECYCLE TRAILERS have been received, and inspected, and found to meet City of Weslaco specification. No other method of payment will be considered.
20. The City of Weslaco reserves the right to reject any or all bids and to waive any or all informalities or technicalities or to accept the bid to be the best value and most advantageous to the City and to hold bids for a period of forty-five (45) days without taking action. Bids submitted past the due date and time will not be accepted.

CITY OF WESLACO

Two (2) "New" Recycle Trailers – Year 2017 SPECIFICATIONS

The Weslaco Public Works Department is seeking bids for the purchase of two (2) NEW RECYCLING TRAILERS for general labor use.

The Weslaco Public Works Department has reviewed and evaluated several models of new recycle trailers in general use. The successful bidder will provide the New Recycle Trailers as specified in this document. Furthermore the specifications listed are not all-inclusive and should not be construed as final.

QUANTITY: Two (2) "New" Recycle Trailers, Year 2017

SCOPE OF SPECIFICATIONS

These specifications describe the mechanical and comfort requirements for solo, Recycling Trailers, which will be used by the City of Weslaco Public Facilities Department.

SPECIFICATIONS

All proposed Recycling Trailers to be in full compliance as follows:

Two (2) RECYCLING TRAILERS:

E. Feature Requirements

Comply

OPTION #1

- | | |
|--|---|
| 1. Size: 25' X 82" Trailer | ☒ Yes ☐ No |
| 2. 8 Collapsible Bins w/ Large Lids on 45° max. slope | ☒ Yes ☐ No |
| 3. One (1) cardboard compartment w/ one slot in Back/doors on side | ☒ Yes ☐ No |
| 4. Lockable lids bars on poly lids | ☒ Yes ☐ No |
| 5. Two (2) paint lockable latches | ☒ Yes ☐ No |
| 6. Safety locks: integral locking secures all bins on Trailer | ☒ Yes ☐ No |
| 7. 2- 3500k Axles | ☒ Yes ☐ No |
| 8. Drop Axles | ☒ Yes ☐ No |
| 9. Bulldog Hitch | ☒ Yes ☐ No |

10. Electric Brakes w/ Safety Brake Away Kit

☒ Yes ☐ No

11. LED Lights, DOT Complaint

☒ Yes ☐ No

12. Paint: Sandblasted, urethane primer, urethane paint,
GREEN paint

☒ Yes ☐ No

13. In-Stock

☐ Yes ☒ No

14. 30 Day Delivery

☐ Yes ☒ No

OPTION #2

1. Size: 20' X 82" Trailer

☒ Yes ☐ No

2. 10 Collapsible Bins w/ Large Lids on 45° max. slope

☒ Yes ☐ No

3. Lockable lids bars on poly lids

☒ Yes ☐ No

4. Two (2) paint lockable latches

☒ Yes ☐ No

5. Safety locks: integral locking secures all bins on
Trailer

☒ Yes ☐ No

6. 2- 3500k Axles

☒ Yes ☐ No

7. Drop Axles

☒ Yes ☐ No

8. Bulldog Hitch

☒ Yes ☐ No

9. Electric Brakes w/ Safety Brake Away Kit

☒ Yes ☐ No

10. LED Lights, DOT Complaint

☒ Yes ☐ No

11. Paint: Sandblasted, urethane primer, urethane paint,
GREEN paint

☒ Yes ☐ No

12. In-Stock

☐ Yes ☒ No

13. 30 Day Delivery

☐ Yes ☒ No

OPTION #3

- | | | |
|--|---|--|
| 1. Size: 16' X 82" Trailer | ☒ Yes | ☐ No |
| 2. 8 Collapsible Bins w/ Large Lids on 45° max. slope | ☒ Yes | ☐ No |
| 3. Lockable lids bars on poly lids | ☒ Yes | ☐ No |
| 4. Two (2) paint lockable latches | ☒ Yes | ☐ No |
| 5. Safety locks: integral locking secures all bins on Trailer | ☒ Yes | ☐ No |
| 6. 2- 3500k Axles | ☒ Yes | ☐ No |
| 7. Drop Axles | ☒ Yes | ☐ No |
| 8. Bulldog Hitch | ☒ Yes | ☐ No |
| 9. Electric Brakes w/ Safety Brake Away Kit | ☒ Yes | ☐ No |
| 10. LED Lights, DOT Complaint | ☒ Yes | ☐ No |
| 11. Paint: Sandblasted, urethane primer, urethane paint, GREEN paint | ☒ Yes | ☐ No |
| 12. In-Stock | ☐ Yes | ☒ No |
| 13. 30 Day Delivery | ☐ Yes | ☒ No |

Two (2) Recycle Trailers RFB No.: 2016-17-26

BID FORM

The Mr Victors LTD CO (bidder), having read the specifications, proposes to furnish the below noted quantity of recycle trailers, for the full and firm price of within delivery time designated below, in full compliance with the specifications.

Complete Units: F.O.B. Weslaco Public Works Department, 1912 Joe Stephens Ave.,
Weslaco, Texas 78599

Respectfully submitted this 28 day of July, 2017.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Description	Make/Model	Unit Price	Total Price
			(2 units)
Option 1 Recycle Trailer Year 2017	<u>82'x25' C+M</u>	<u>\$23,000</u>	<u>\$46,000</u>
			(2 units)
Option 2 Recycle Trailer Year 2017	<u>82"X20' C+M</u>	<u>\$18,000</u>	<u>\$36,000</u>
			(2 units)
Option 3 Recycle Trailer Year 2017	<u>82"X16' C+M</u>	<u>\$15,000</u>	<u>\$30,000</u>

Delivery Date: 60 Days after Receiving Order

Company: Mr Victors LTD CO

Address: 101^E Owassa Rd City/State/Zip: Edinburg / TX / 78542

Phone Number: 956-782-5789 Fax Number: 956-782-5786

Authorized Signature: R. Chavez Title: MANAGER
R. CHAVEZ

Please print above signature

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Gerardo "Jerry" Tafolla, Mayor Pro-Tem, District 4
Leo Munoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Olga M. Noriega, Commissioner, District 3
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike Perez, City Manager

Pete Garcia
Recycling Committee Vice President
City of Weslaco

August 29, 2017

Mike Perez
City Manager
City of Weslaco

Re: RFB No. 2016-17-16, Purchase of Two New Recycling Trailers

Dear Mr. Perez,

During our August 29, 2017 Recycling Committee Meeting, the Committee discussed the negotiations between the City of Weslaco Public Works Department with the sole bidder for RFB No. 2016-17-16, Mr. Victor's Auto & Trailer Sales. The Committee approved the departments recommendation to proceed with the purchase and hereby request the City Commission's approval. If approved, the City will be purchasing:

- (1) Option 2- 82X20 Recycling Trailer
- (1) Option 3- 82X16 Recycling Trailer

in the amount not to exceed \$30,000 as stated on Mr. Victor's invoice dated August 23, 2017, please see attached.

Please do not hesitate to contact me if you have any questions or wish to discuss this matter.

Sincerely,



Pete Garcia,
Recycling Committee Vice President

PG; le



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1219	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration after public hearing on behalf of Armando Alaniz to approve Ordinance 2017-40 rezoning 400 N Republic Street also being Lots 12, 13, and 14, STAATS Addition Subdivision, Weslaco, Hidalgo County, Texas, from R-2 Duplex and Apartments District to B-4 Neighborhood Office District. First reading of Ordinance 2017-40. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: The applicant is requesting to rezone property from R-2 Duplex and Apartments to B-4 Neighborhood Office District. Thirty-six (36) property owners within 200 feet of the applicant's property were notified by letter on August 25, 2017. Six (6) owners within the 200-ft radius signed a petition against this rezone (under 20%).			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on August 21, 2017.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval on September 6, 2017.			
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approval.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Rezone Application, Ordinance 2017-40, Aerial			

Responsibilities upon Approval:

Planning staff will advise applicant.

STAFF USE ONLY

Accepted By Virginia Payment Received By Virginia Date Paid 8/1/17

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 _____

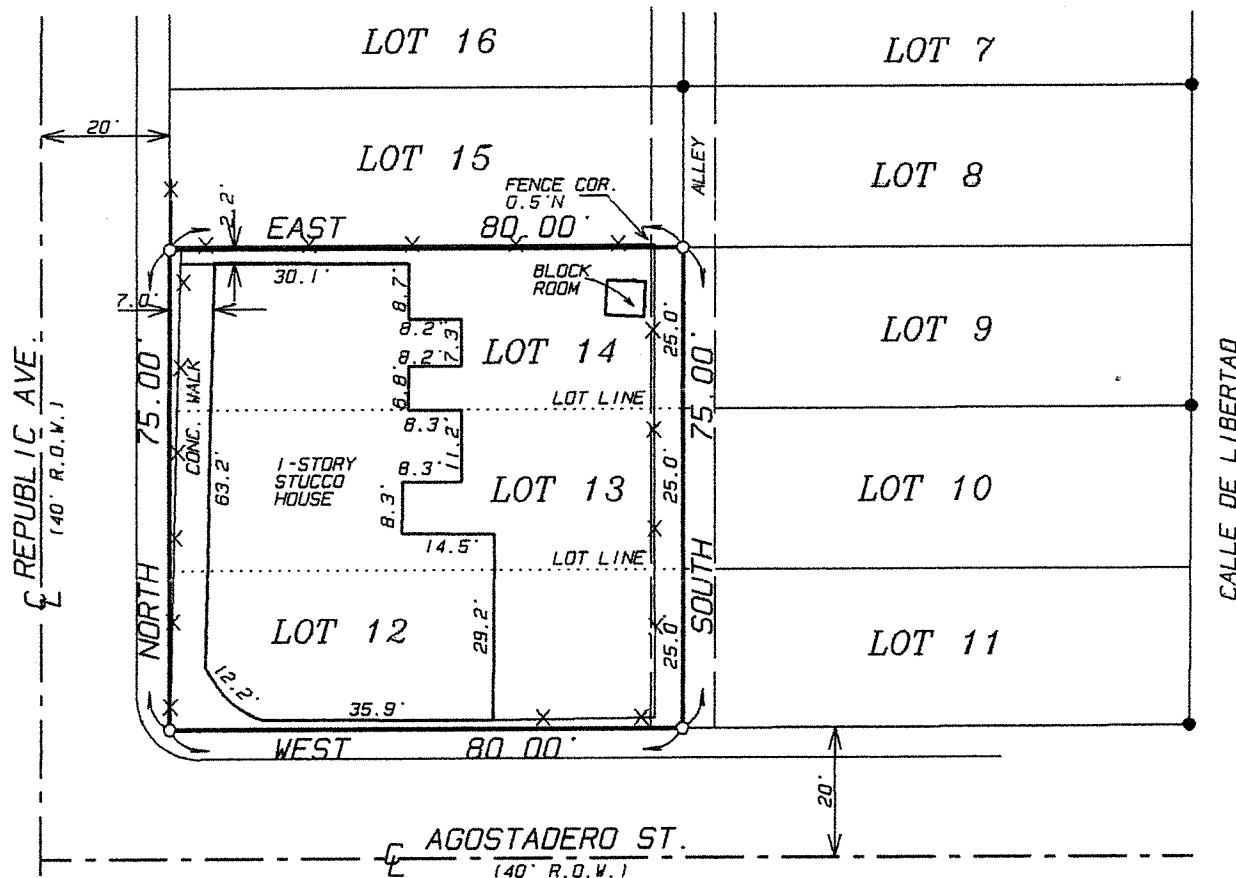
Presented to P & Z Commission
Approved _____ Disapproved _____ Tabled _____ Date _____

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

Ordinance No. _____

- Found 1/2" iron rod
- Set 1/2" iron rod with a plastic cap stamped "R&A"
- ~~✱~~ Chainlink fence

BASIS OF BEARINGS:
1/2" I.R. FND. AT
N.E. COR. BLK. 2
& AT S.E. COR. LOT



SURVEY PLAT OF
LOTS 12, 13 AND 14, BLOCK 2
STAATS ADDITION
AN ADDITION TO THE CITY OF WESLACO
HIDALGO COUNTY, TEXAS

PER MAP RECORDED IN VOLUME 6, PAGE 57, H.C.M.R.

PROPERTY ADDRESS: 400 N REPUBLIC ST.
WESLACO, TX 78596

I, REYNALDO ROBLES, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE ENCROACHMENTS, NOR VISIBLE AND APPARENT EASEMENTS AT THE TIME OF SURVEY EXCEPT AS SHOWN AND BY GRAPHIC PLOTTING ONLY THIS PROPERTY LIES IN FLOOD ZONE "C" (AREAS OF MINIMAL FLOODING) OF FIRM COMMUNITY PANEL No. 490349 0005 B, DATED MARCH 4, 1980.

PREPARED FOR: ARMANDO ALANIZ

RA ROBLES AND
ASSOCIATES, PLLC

PROFESSIONAL LAND SURVEYORS

P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS 78596

PHONE (956) 968-2422
FAX (956) 969-2011
FIRM No. 10096700

SURVEYED: 7-07-17

DRAWN BY: PG/7-11-17

SCALE: 1"=30'

JOB No. 19655

TITLE
COMMITMENT No.

REVISED:

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL
EMBOSSSED SEAL OF SURVEYOR OF RECORD.

© COPYRIGHT 2017

REYNALDO ROBLES. RPLS. #4032

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING

CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, September 6, 2017 at 5:30 p.m. and the City Commission will also hold a Public Hearing on Tuesday, September 19, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests: Si desea informacion en español, llame al departamento de Planeación de la Ciudad de Weslaco, (956) 447-3403. Armando Alaniz is requesting to rezone 400 N Republic Street also being Lots 12, 13, and 14, Block 2, STAATS Addition Subdivision, Weslaco, Hidalgo County, Texas, from R-2 Duplex and Apartments District to B-4 Neighborhood Office District. Possible Action. Francisco Perez is requesting to rezone 1319 E. 18th Street also being Lot 24, Margo Terrace Estates Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Possible Action. Bill Carlson is requesting to rezone 1210 Valley View also being Lot 6, Ashmelmont Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to B-4 Neighborhood Office District. Possible Action. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before September 6, 2017, for the Planning and Zoning Commission and on or before September 19, 2017, for the City Commission. For additional information, contact the Planning Department at (956) 447-3403 /S/ MARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer



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

Attachment 1

No Attachment Uploaded

[+ADD](#) [?HELP](#)**Attachment 2**

No Attachment Uploaded

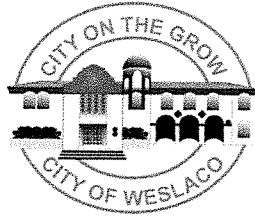
[+ADD](#) [?HELP](#)

Appeared in: **The Monitor** on Monday, 08/21/2017

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City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

August 25, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, September 6, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, September 19, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests:

REZONE REQUEST:

Armando Alaniz is requesting to rezone 400 N. Republic Street also being Lots 12, 13, and 14, Block 2, STAATS Addition Subdivision, Weslaco, Hidalgo County, Texas, from R-2 Duplex and Apartments District to B-4 Neighborhood Office District.

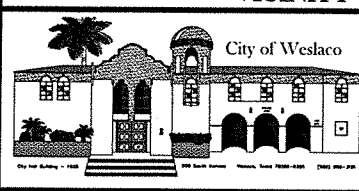
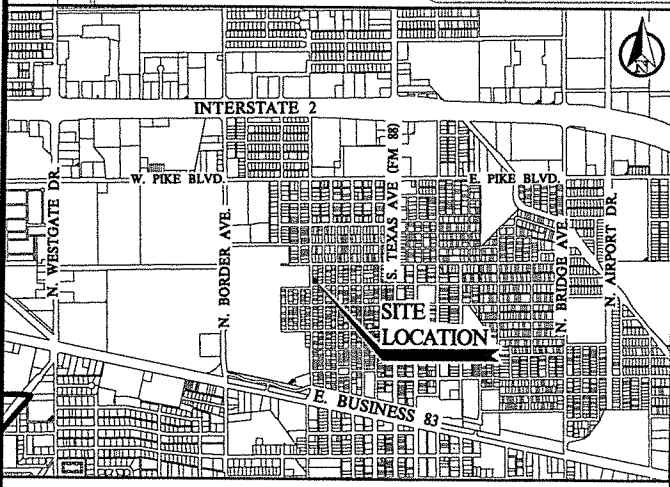
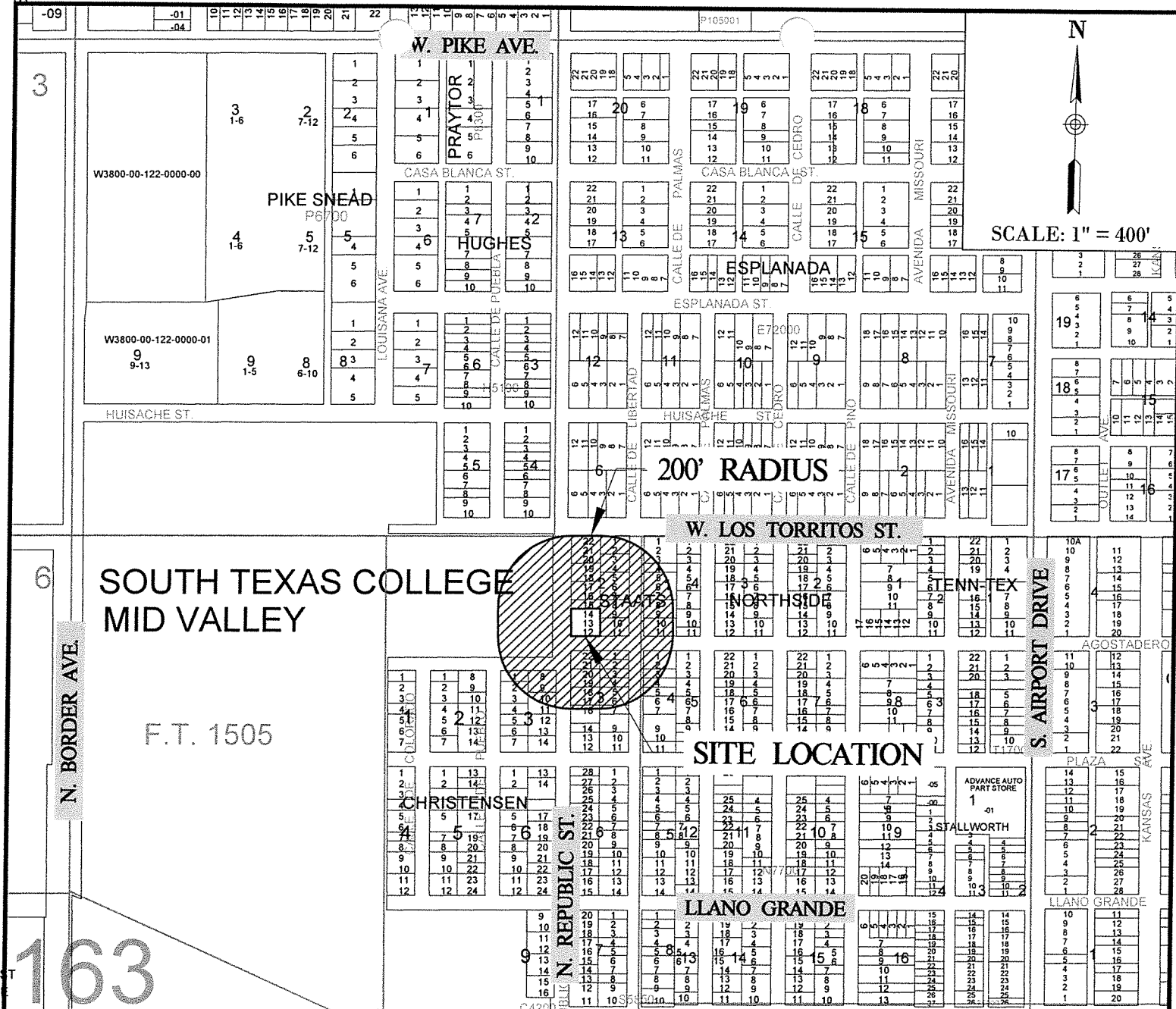
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

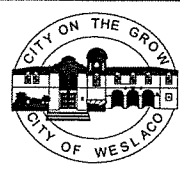
Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

MH/mh



ARMANDO ALANIZ
 400 N. REPUBLIC ST.
 LOT 12, 13, 14 BLOCK 2
 STAATS ADDITION
 EXIST. ZONING: R-2 PROP. ZONING: B-4



City of Weslaco Code Enforcement Dept.

AUG 21, 2017

BENAVIDES DEISY 3409 E PIKE BLVD WESLACO TX 78599-0400	C4200-00-003-0001-00 CHRISTENSEN LOT 1 BLK 3 312 N PUEBLO ST	L: 5700 B: 5037
BENAVIDES DEISY 3409 E PIKE BLVD WESLACO TX 78599	C4200-00-003-0002-00 CHRISTENSEN BLK 3 LTS 2 3 310 N PUEBLO ST	L: 11400 B: 13285
DE LEON RAUL JR MANUEL DE LA TORRE 315 N REPUBLIC WESLACO TX 78596	C4200-00-003-0008-00 CHRISTENSEN BLK 3 LTS 8 9 322 N REPUBLIC ST	L: 11400 B: 13296
HERNANDEZ JOSE & MARIA TERESA 313 N REPUBLIC ST WESLACO TX 78596	C4200-00-003-0010-00 CHRISTENSEN LOTS 10 & 11 BLK 3 313 N REPUBLIC ST	L: 11400 B: 13887
RODRIGUEZ JULIA 417 N LIBERTY ST WESLACO TX 78596	S5850-00-001-0001-00 STAATS BLK 1 LTS 1 2 3 417 N LIBERTY ST	L: 23625 B: 11343
THOMPSON EDELMIRO 1117 STONE ST WESLACO TX 78596	S5850-00-001-0004-00 STAATS LOT 4 BLK 1 413 N LIBERTY ST	L: 7875 B: 8133
POMPA MARGARITO III & ANGELA Y 411 N LIBERTY ST WESLACO TX 78596	S5850-00-001-0005-00 STAATS BLK 1 LTS 5-7 411 N LIBERTY ST	L: 23625 B: 10307
LOPEZ FRANCISCO DE JESUS 407 N LIBERTY ST WESLACO, TX 78596	S5850-00-001-0008-00 STAATS BLK 1 LTS 8 9 407 N LIBERTY ST	L: 15750 B: 12873
GOMEZ DOLORES PENA 4102 COUNTRY WAY DR WESLACO TX 78599	S5850-00-001-0010-00 STAATS BLK 1 LTS 10 11 401 N LIBERTY ST	L: 15750 B: 8730
RODRIGUEZ YOLANDA 307 TC JONES RD RAEFORD NC 28376	S5850-00-002-0001-00 STAATS BLK 2 LTS 1 2 418 N LIBERTY ST	L: 14000 B: 13650
GONZALES JOSE D 414 N LIBERTY ST WESLACO TX 78596	S5850-00-002-0003-00 STAATS BLK 2 LTS 3 4 414 N LIBERTY ST	L: 14000 B: 7487
THOMPSON ARTURO & JUDY ATTN: SOUTH TEXAS DEVELOPERS PO BOX 5848 MCALLEN TX 78502	S5850-00-002-0005-00 STAATS BLK 2 LTS 5-6 & 7 412 N LIBERTY ST	L: 21000 B: 34272

City of Weslaco Code Enforcement Dept.

AUG 21, 2017

THOMPSON, ARTURO C/O SOUTH TEXAS DEVELOPERS PO BOX 5848 MCALLEN TX 78502-584	S5850-00-002-0006-00 STAATS BLK 2 LT 6 408 N LIBERTY ST	L: 3900 B: 0
THOMPSON, ARTURO C/O SOUTH TEXAS DEVELOPERS PO BOX 5848 MCALLEN TX 78502-584	S5850-00-002-0007-00 STAATS BLK 2 LT 7 406 N LIBERTY ST	L: 3900 B: 0
SAMBRANO ERNESTO & MERARE 404 N LIBERTY ST WESLACO TX 78596	S5850-00-002-0008-00 STAATS LOT 8 & 9 BLK 2 404 N LIBERTY ST	L: 14000 B: 23869
GOMEZ DOLORES PENA 4102 COUNTRY WAY DR WESLACO TX 78599	S5850-00-002-0010-00 STAATS BLK 2 LTS 10 11 402 N LIBERTY ST	L: 14000 B: 0
CANTU JULIAN C/O JOSE LUIS 4311 R J JOHNS AVE WESLACO TX 78599	S5850-00-002-0012-00 STAATS BLK 2 LTS 12 13 14 400 N REPUBLIC ST	L: 21000 B: 18910
ESPINOZA MARIA OLGA 410 N REPUBLIC ST WESLACO TX 78596	S5850-00-002-0015-00 STAATS BLK 2 LT 15 408 N REPUBLIC ST	L: 7000 B: 4648
SALINAS ELISA T 412 W REPUBLIC ST WESLACO TX 78596	S5850-00-002-0016-00 STAATS BLK 2 LTS 16 17 410 N REPUBLIC ST	L: 14000 B: 11632
SALINAS ELISA T 412 W REPUBLIC ST WESLACO TX 78596	S5850-00-002-0018-00 STAATS BLK 2 LTS 18 19 412 N REPUBLIC ST	L: 14000 B: 15542
VALENZUELA ROSA G 418 N REPUBLIC ST WESLACO TX 78596	S5850-00-002-0020-00 STAATS BLK 2 LTS 20 21 22 418 N REPUBLIC ST	L: 21000 B: 20172
WESLACO ISD TRUSTEE PO BOX 178 EDINBURG TX 78540	S5850-00-003-0001-00 STAATS BLK 3 LT 1 318 N LIBERTY ST	L: 7000 B: 0
MORALES MARIA POLANCO 316 N LIBERTY ST WESLACO TX 78596	S5850-00-003-0002-00 STAATS BLK 3 LT 2 316 N LIBERTY ST	L: 7000 B: 9933
ACEVEDO BERNICE 314 N LIBERTY WESLACO TX 78596	S5850-00-003-0003-00 STAATS BLK 3 LT 3 314 N LIBERTY ST	L: 7000 B: 8625

City of Weslaco Code Enforcement Dept.

AUG 21, 2017

ESTRADA MARIA 312 N LIBERTY ST WESLACO TX 78596	S5850-00-003-0004-00 STAATS BLK 3 LT 4 312 N LIBERTY ST	L: 7000 B: 6961
LOPEZ ILDEFONSO G & OFELIA C RUBEN IZAGUIRRE ET AL 310 N LIBERTY ST WESLACO TX 78596	S5850-00-003-0005-00 STAATS LOTS 5 & 6 BLK 3 310 N LIBERTY ST	L: 14000 B: 14611
CABRERA BENITO 4941 BLACK ST WESLACO TX 78599	S5850-00-003-0007-00 STAATS LOT 7 BLK 3 308 N LIBERTY ST	L: 7000 B: 6870
SIFUENTES MARIA ESTELA 316 N REPUBLIC ST WESLACO TX 78596	S5850-00-003-0017-00 STAATS BLK 3 LOT 17 & 18 0 N REPUBLIC ST	L: 14000 B: 8687
SANCHEZ ELIZA VILLA 320 N REPUBLIC ST WESLACO TX 78596	S5850-00-003-0019-00 STAATS BLK 3 LTS 19 20 320 N REPUBLIC ST	L: 14000 B: 19198
ROMAN CECILIO 322 N REPUBLIC ST WESLACO TX 78596	S5850-00-003-0021-00 STAATS BLK 3 LTS 21 22 322 N REPUBLIC ST	L: 14000 B: 9368
GUTIERREZ FRANCISCA 319 N LIBERTY ST WESLACO TX 78596	S5850-00-004-0001-00 STAATS BLK 4 LTS 1 2 319 N LIBERTY ST	L: 15750 B: 9995
GARZA, OLGA 9131 GRANADA HILLS DR AUSTIN TX 78737-2523	S5850-00-004-0003-00 STAATS BLK 4 LT 3 317 N LIBERTY ST	L: 7875 B: 8270
HERNANDEZ LEONARDA H 315 N LIBERTY ST WESLACO TX 78596	S5850-00-004-0004-00 STAATS BLK 4 LT 4 315 N LIBERTY ST	L: 7875 B: 6058
HERNANDEZ LEONARDA H 315 N LIBERTY ST WESLACO TX 78596	S5850-00-004-0005-00 STAATS BLK 4 LT 5 313 N LIBERTY ST	L: 7875 B: 5553
ZUNIGA JOSE ANGEL SR & SAN 309 N LIBERTY ST WESLACO TX 78596	S5850-00-004-0006-00 STAATS BLK 4 LTS 6 7 309 N LIBERTY ST	L: 15750 B: 9659
SOUTH TEXAS COLLEGE 3201 PECAN BLVD MCALLEN TX 78501	S4722-00-000-0001-00 SOUTH TEXAS COLLEGE MID VALLEY L OT 1 0	L: 1669041 B: 12838405

ORDINANCE NO. 2017-40

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 400 N REPUBLIC STREET ALSO BEING LOTS 12, 13, AND 14, STAATS ADDITION SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-2 DUPLEX AND APARTMENTS DISTRICT TO B-4 NEIGHBORHOOD OFFICE DISTRICT

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

SECTION I: R-2 Duplex and Apartments District to B-4 Neighborhood Office District being Lots 12, 13, and 14, STAATS Addition Subdivision, also being 400 N Republic Street, 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 19th day of September, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

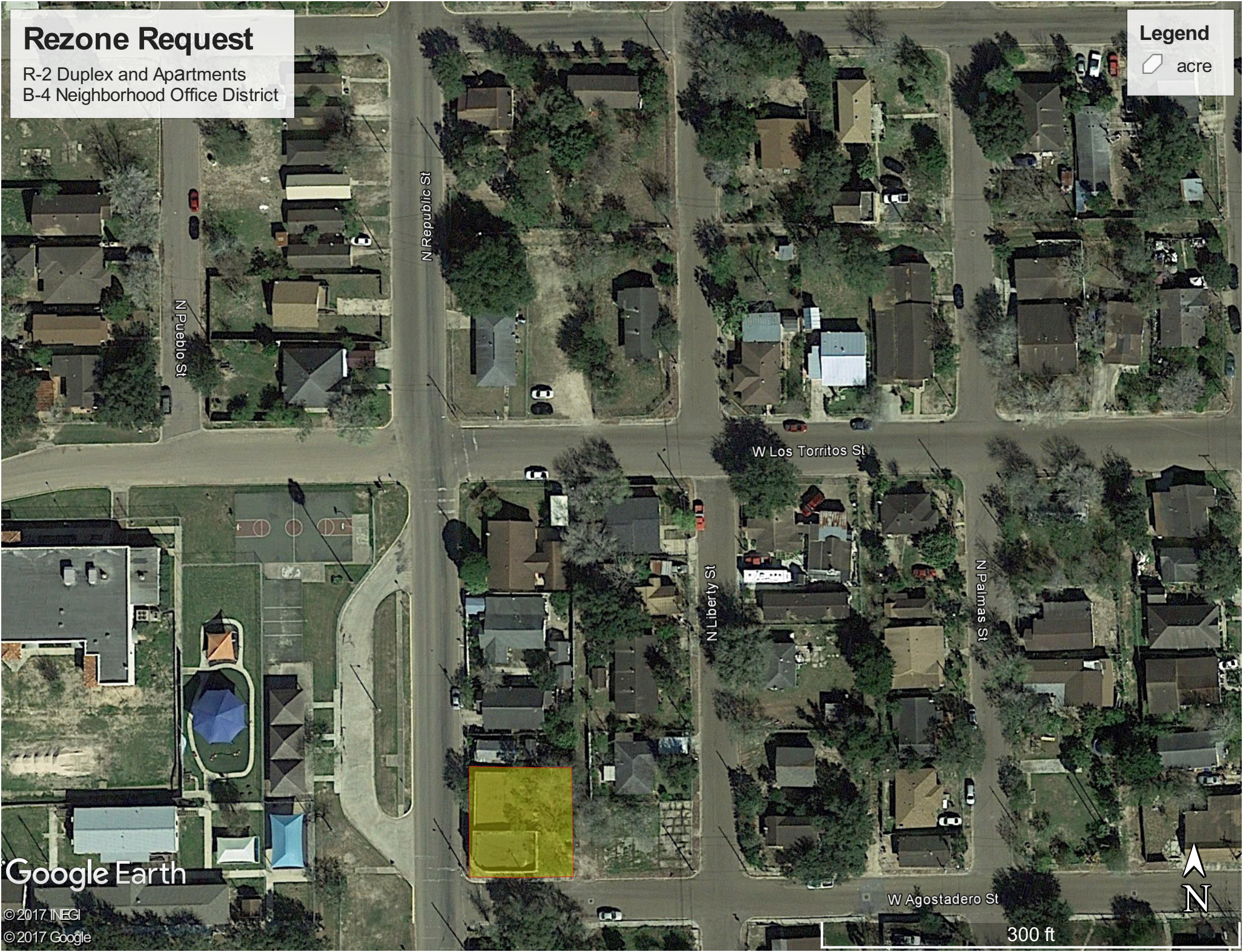
Juan E. Gonzalez, **CITY ATTORNEY**

Rezone Request

R-2 Duplex and Apartments
B-4 Neighborhood Office District

Legend

 acre



Google Earth

© 2017 INEGI
© 2017 Google

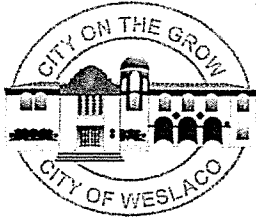


Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1220
From: Mardoqueo Hinojosa		
Subject: Discussion and consideration after public hearing on behalf of Bill Carlson to approve Ordinance 2017-41 rezoning 1210 Valley View also being Lot 6, Ashmelmont Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-4 Neighborhood Office District. First reading of Ordinance 2017-41. Possible action. (Staffed by Planning and Code Enforcement.)		
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-4 Neighborhood Office District. Eighteen (18) property owners within 200 feet of the applicant's property were notified by letter on August 25, 2017. One (1) petition against rezone was received for this rezone request.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission appeared in The Monitor on August 21, 2017.		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval on September 6, 2017.		
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Rezone Application, Ordinance 2017-41, Aerial		

Responsibilities upon Approval:

Staff will advise applicant.



APPLICATION FOR REZONING

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

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

FILE NO. REZ17-00014

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 6 Block _____

Subdivision Name ASHMELMONT

Street Address 1210 VALLEY VIEW (CORNER of Westgate + Valley View)

Existing Zoning R1 Existing Land Use R-1

Proposed Zoning B4 Proposed Land Use B-4

☒ \$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 BILL CARLSON Phone 956-464-9111

Address 623-A S. TEXAS BLVD Fax: 956-464-6611

City Weslaco State Tx Zip Code 78596 E-Mail: BILL@IMSHH.com

OWNER

Name Betty GARDNER Phone 956-789-7012

Address 245 AUSTIN BLVD Fax: —

City Edinburg State Tx Zip Code 78539 E-Mail: betgard31@gmail.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 Betty J. Gardner Date 8-16-17

Signature Bill Carlson Date 8-16-17
Owner
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

Date _____

Approved _____ Disapproved _____ Tabled _____

Presented to City Commission

Date _____

Approved _____ Disapproved _____ Tabled _____

Ordinance No. _____

Date: August 16,2017

To: City of Weslaco Planning and Zoning Commission

Re: Change of zoning for 1210 Valley View

I, Betty J. Gardner, am requesting a zoning change for above referenced property on the northwest corner of Valley View and Westgate from R-1 zoning to a proposed B-4 zoning for office space. The re-zoned house will be leased by my daughter and son-in-law, Linda Gardner and Bill Carlson, to be used as office space for a home health agency they own and operate here in Weslaco. The nuisance traffic exposure to neighbors will be minimal due to the administrative and billing activities involving fewer than six employees approximately 90% of the time. They support 6-8 traveling nurses who see patients in their homes. Modest signage will be directed at Westgate traffic. Parking will be kept to the Westgate and alley side of the building.

I hope that you will allow this change so that I can pay property taxes and utilities and keep my investment.

Respectfully,

Betty J. Gardner

Betty J. Gardner, Owner

Property Identification #: 453372

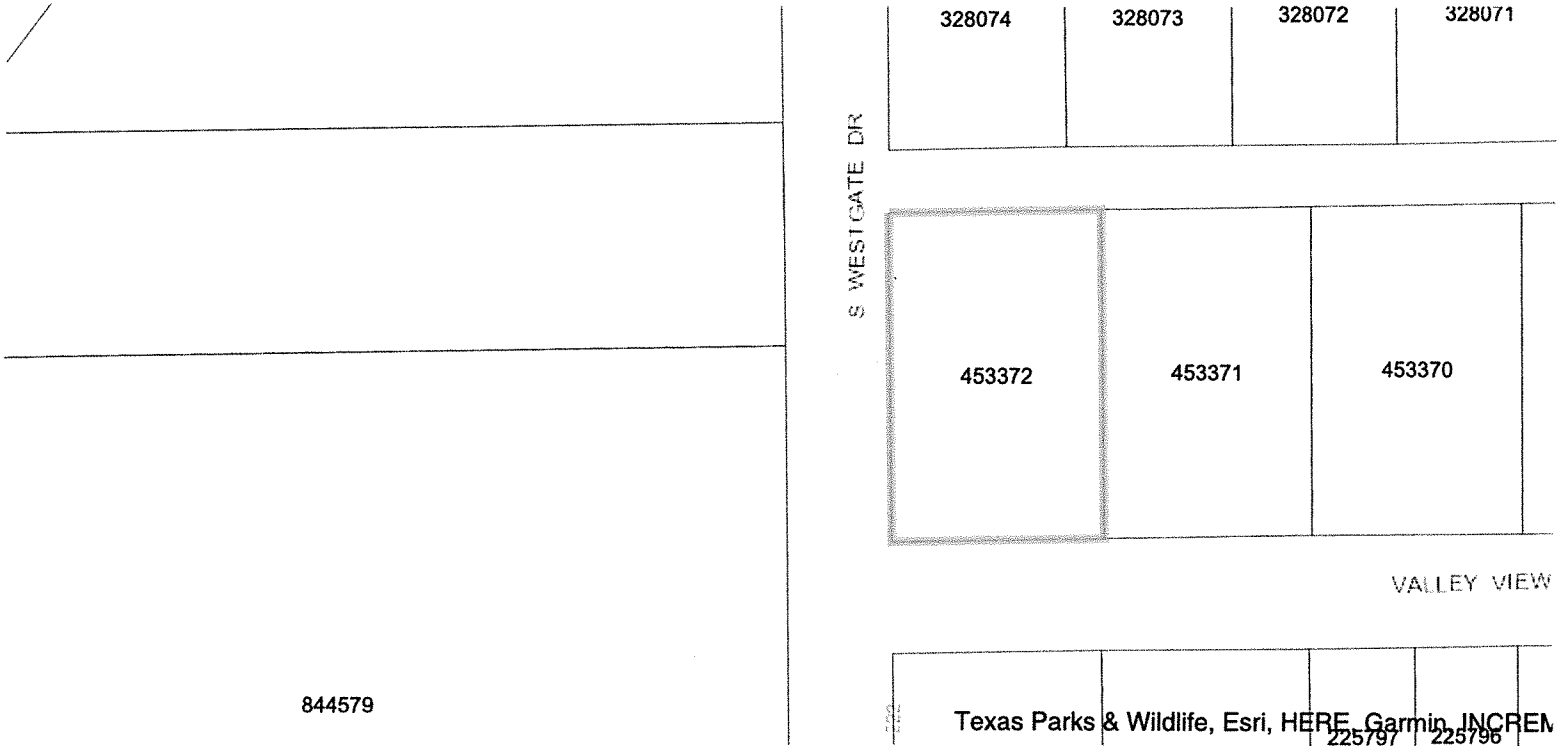
Property Information: 2018

Owner Identification #: 1029901

Geo ID: A6100-00-000-0006-00
 Situs 1210 W VALLEY VIEW DR
 Address: WESLACO, TX
 Property Type: Real
 State Code: A1

Legal Description: ASHMELMONT LOT 6
 Abstract: A610000
 Neighborhood: Null
 Appraised Value: N/A
 Jurisdictions: CAD, CWL, GHD, SST, DR1, SWL, JCC, R02

Name: GARDNER BETTY JANE
 Exemptions: HS, OTHER
 DBA: Null



Hidalgo CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Hidalgo County Appraisal District expressly disclaims any and all liability in connection herewith.

The seal of The County of Hidalgo, Texas, is a circular emblem. It features a five-pointed star in the center, surrounded by a wreath of olive and oak branches. The words "THE COUNTY OF HIDALGO" are inscribed in a circle around the star, and "TEXAS" is written at the bottom.



S

00004533720000000000

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING

CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, September 6, 2017 at 5:30 p.m. and the City Commission will also hold a Public Hearing on Tuesday, September 19, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests: Si desea informacion en español, llame al departamento de Planeación de la Ciudad de Weslaco, (956) 447-3403. Armando Alaniz is requesting to rezone 400 N Republic Street also being Lots 12, 13, and 14, Block 2, STAATS Addition Subdivision, Weslaco, Hidalgo County, Texas, from R-2 Duplex and Apartments District to B-4 Neighborhood Office District. Possible Action. Francisco Perez is requesting to rezone 1319 E. 18th Street also being Lot 24, Margo Terrace Estates Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Possible Action. Bill Carlson is requesting to rezone 1210 Valley View also being Lot 6, Ashmelmont Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to B-4 Neighborhood Office District. Possible Action. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before September 6, 2017, for the Planning and Zoning Commission and on or before September 19, 2017, for the City Commission. For additional information, contact the Planning Department at (956) 447-3403 /S/ MARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer



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

Attachment 1

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[+ADD](#) [?HELP](#)**Attachment 2**

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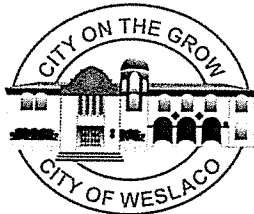
[+ADD](#) [?HELP](#)

Appeared in: **The Monitor** on Monday, 08/21/2017

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City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

August 25, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, September 6, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, September 19, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests:

REZONE REQUEST:

Bill Carlson is requesting to rezone 1210 Valley View also being Lot 6, Ashmelmont Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to B-4 Neighborhood Office District.

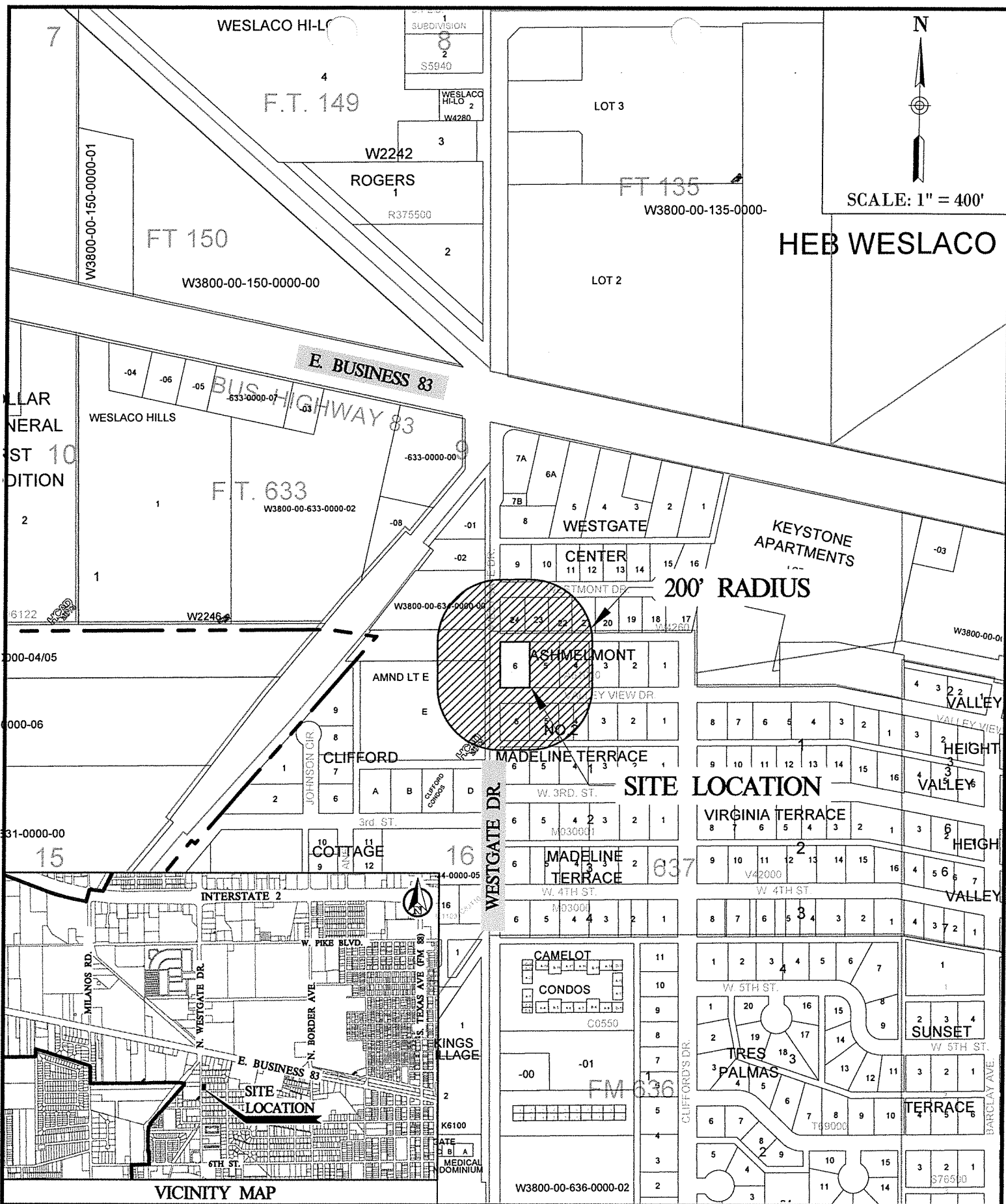
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

MH/mh



SCALE: 1" = 400'

LLAR
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W. PIKE BLVD.

N. WESTGATE DR.

E. BUSINESS 83

N. BORDER AVE.

6TH ST.

SITE LOCATION

KINGS VILLAGE

K6100

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MEDICAL DOMINIUM

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City of Weslaco Code Enforcement Dept.

AUG 21, 2017

RANGEL ERIKA & FELIX RANGEL 1204 VALLEY VIEW DR WESLACO TX 78596	A6100-00-000-0003-00 ASHMELMONT LOT 3 1204 W VALLEY VIEW DR	L: 31507 B: 77462
MILLER MARION H 1206 VALLEY VIEW DR WESLACO TX 78596	A6100-00-000-0004-00 ASHMELMONT LOT 4 1206 W VALLEY VIEW DR	L: 31507 B: 88411
JIMENEZ ROBERT E 1208 VALLEY VIEW DR WESLACO TX 78596	A6100-00-000-0005-00 ASHMELMONT LOT 5 1208 W VALLEY VIEW DR	L: 31507 B: 106285
GARDNER BETTY JANE 1210 VALLEYVIEW DR WESLACO TX 78596	A6100-00-000-0006-00 ASHMELMONT LOT 6 1210 W VALLEY VIEW DR	L: 31507 B: 114902
GOMEZ, LIONEL & MARY ALICE 1208 W 3RD ST WESLACO TX 78596	M0300-00-001-0005-00 MADELINE TERRACE BLK 1 LT 5 1208 W 3RD ST	L: 37788 B: 48111
RAMIREZ ROEL 1210 W 3RD ST WESLACO TX 78596	M0300-00-001-0006-00 MADELINE TERRACE BLK 1 LT 6 1210 W 3RD ST	L: 37788 B: 65656
SALDANA SYLVIA J & MIGUEL A 1205 VALLEY VIEW DR WESLACO TX 78596	M0300-02-001-0003-00 MADELINE TERRACE #2 BLK 1 LTS 3 & E 1/2 4 1205 VALLEY VIEW DR	L: 56682 B: 82642
KILBY TERRI C & JOHNNY 1207 VALLEY VIEW DR WESLACO TX 78596	M0300-02-001-0004-00 MADELINE TERRACE #2 BLK 1 LTS W 1/2 OF LOT 4 & ALL LOT 5 1207 VALLEY VIEW DR	L: 56682 B: 153813
PEQUENO MIGUEL ANGEL & FELICITA 1211 VALLEY VIEW DR WESLACO TX 78596	M0300-02-001-0006-00 MADELINE TERRACE #2 BLK 1 LT 6 1211 VALLEY VIEW DR	L: 37788 B: 68878
HERNANDEZ CLAUDIA DDS MSD 3910 TIERRA ESCONDIDA WESLACO TX 78596	W3800-00-634-0000-00 WEST TRACT S215'-N515' FT 634 202 S WESTGATE DR	L: 169884 B: 0
HERNANDEZ DANIEL 123 S WESTGATE DR WESLACO TX 78596	W4260-00-000-0009-00 WESTGATE CENTER LOT 9 123 S WESTGATE DR	L: 86400 B: 99765
GONZALEZ NORMA & SERGIO 415 S WESTGATE NO 14 WESLACO TX 78596	W4260-00-000-0010-00 WESTGATE CENTER LOT 10 1614 WESTMONT DR	L: 28800 B: 60690

AUG 21, 2017

CAMARGO ENRIQUE 717 W 2ND ST MERCEDDES TX 78570	W4260-00-000-0021-00 WESTGATE CENTER LOT 21 1603 WESTMONT DR	L: 25875 B: 58928
GONZALEZ NORMA 1303 W 3RD ST APT 12 WESLACO TX 78596	W4260-00-000-0022-00 WESTGATE CENTER LOT 22 1609 WESTMONT DR	L: 25875 B: 182270
GONZALEZ SERGIO & NORMA 415 S WESTGATE NO 14 WESLACO TX 78596	W4260-00-000-0023-00 WESTGATE CENTER LOT 23 1615 WESTMONT DR	L: 25875 B: 56694
GONZALEZ NORMA & SERGIO 1303 W 3RD ST APT 12 WESLACO TX 78596	W4260-00-000-0024-00 WESTGATE CENTER LOT 24 1621 WESTMONT DR	L: 69000 B: 49417
GONZALEZ, NORMA 1609 WESTMONT DR APT A WESLACO TX 78596-5696	W4260-00-000-0022-10 WESTGATE CENTER LOT 22, 50.00000 0% UDI 1609 WESTMONT DR	L: 12938 B: 72897
CHURCH OF JESUS CHRIST 50 E NORTH TEMPLE FL 22 SALT LAKE CITY UT 84150	C5700-00-00E-0000-00 CLIFFORD LOT E 0	L: 405108 B: 230000

Date: August 30, 2017

Lionel Gomez
1208 W 3rd St
Weslaco, Tx 78596

Telephone: (361) 362-9949

Reference: **OFFICIAL PROTEST** of The City of Weslaco's **REZONE REQUEST**

PLANNING DEPARTMENT:
The Weslaco Planning and Zoning Commission:
Bill Carson:

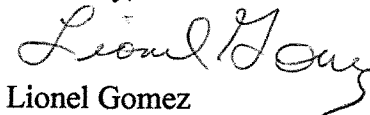
Dear Bill Carson, my wife and I reside on 3r Street next to the proposed "Neighborhood Office District" sight.

In recent years, traffic on Westgate Dr. next to my house has increased drastically. By providing a Neighborhood City Office basically on my backyard, traffic will increase. by two or three times, thus creating unsafe driving conditions and havocs. And also, what will this do to the value of homes in the area?

I official Appose and Protest The City Of Weslaco Planning and Zoning Commission in building a Neighborhood Office District on 1210 Valley View Dr.

(Can't the Neighborhood Office District be built on a less congested area away from the residential area?)

Sincerely,



Lionel Gomez
Weslaco Citizen

ORDINANCE NO. 2017-41

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1210 VALLEY VIEW DRIVE ALSO BEING LOT 6, ASHMELMONT SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING DISTRICT TO B-4 NEIGHBORHOOD OFFICE DISTRICT.

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

SECTION I: R-1 One Family Dwelling District to B-4 Neighborhood Office District being Lot 6, Ashmelmont Subdivision, also being 1210 Valley View Drive, 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 19th day of September, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

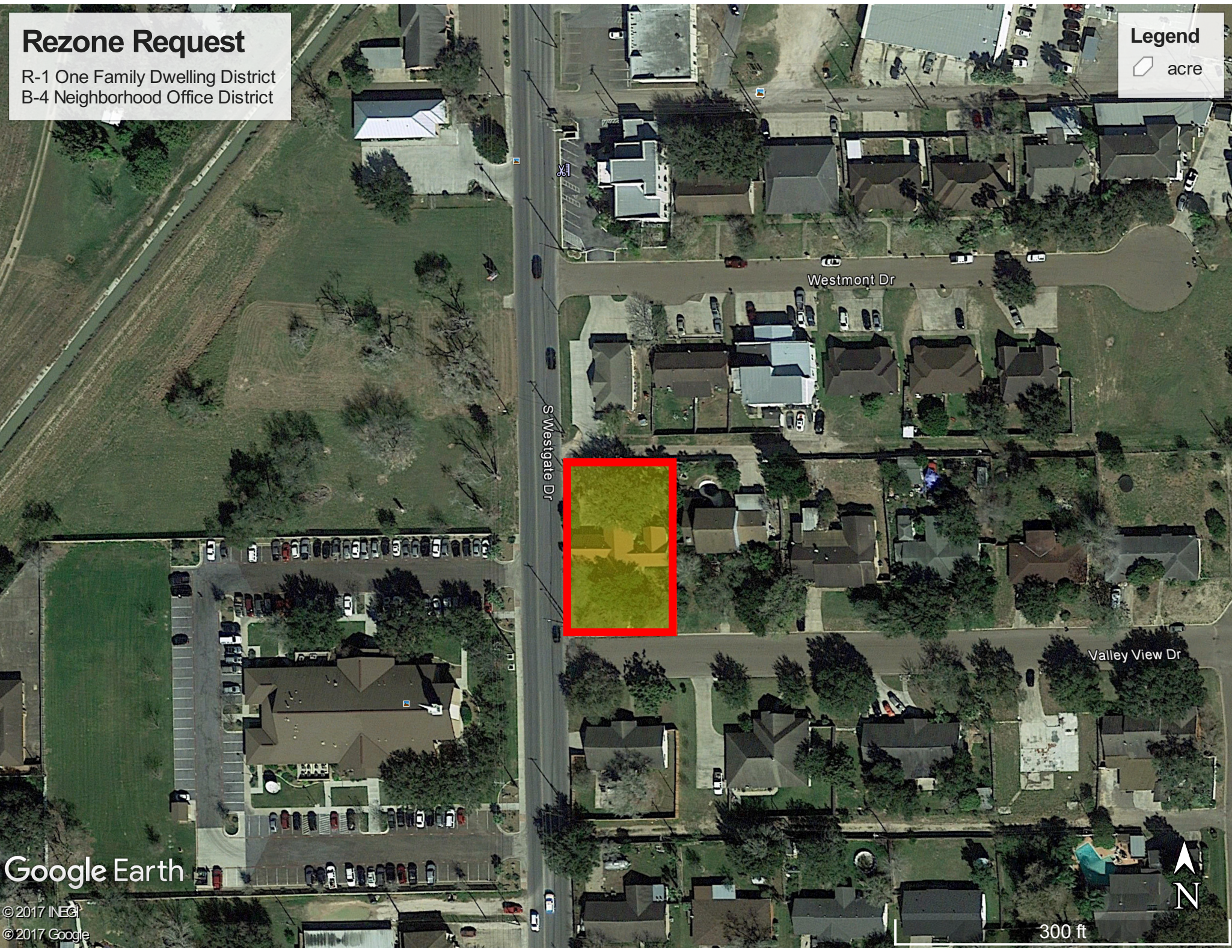
Juan E. Gonzalez, **CITY ATTORNEY**

Rezone Request

R-1 One Family Dwelling District
B-4 Neighborhood Office District

Legend

 acre



Google Earth

© 2017 INEGI
© 2017 Google

300 ft



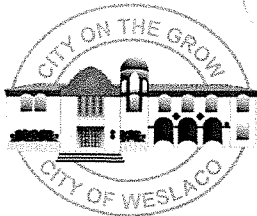


Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1221
From: Mardoqueo Hinojosa		
Subject: Discussion and consideration after public hearing on behalf of Francisco Perez to approve Ordinance 2017-42 rezoning 1319 E. 18th Street also being Lot 24, Margo Terrace Estates Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District. First reading of Ordinance 2017-42. Possible action. (Staffed by Planning and Code Enforcement.)		
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Eight (8) property owners within 200 feet of the applicant's property were notified by letter on August 25, 2017. The area is identified in the 2040 Zoning Map as commercial. Adjacent property has already been rezoned.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission appeared in The Monitor on August 21, 2017.		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval on September 6, 2017.		
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Rezone Application, Ordinance 2017-42, Aerial		

Responsibilities upon Approval:

Staff will advise applicant.



APPLICATION FOR REZONING

RECEIVED

AUG 04 2017

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 17-00012

Code Enforcement Dept.

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 24 Block _____

Subdivision Name Margo Terrace Estates

Street Address 1319 E. 18th St, Weslaco, TX 78596

Existing Zoning _____ Existing Land Use R-1

Proposed Zoning _____ Proposed Land Use B-1

_____ \$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 Francisco Perez Phone 975-4120

Address 1319 E. 18th St Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: fperez404090@yahoo.com

OWNER

Name Francisco Perez Phone 975-4120

Address 1319 E. 18th St Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: fperez404090@yahoo.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 Francisco Perez Date 7/31/17
Owner

Signature Francisco Perez Date 7/31/17
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. _____

THE INTENT OF ZONING

Zoning is defined as the division of a municipality into districts for the purpose of regulating the use of private land. A city's police powers enable the municipality to regulate various land welfare of the entire public. They have been designed to lessen the congestion in the streets; to secure safety from, fire, panic, or other dangers; to provide adequate light and air, to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewage, schools, parks and other public requirements. Zoning must be done in accordance with a comprehensive master plan. Such a plan will be a pattern for future development and prohibits the arbitrary and capricious control of land.

HOW AM I AFFECTED

A city's unique character, just like Weslaco is preserved through the various arrangements of land uses permitted in an area. If incomplete land uses are placed together then the safety and character of Weslaco will be placed in danger. Zoning is used as a tool to establish and maintain the character of a neighborhood, if improper land uses are permitted; in the future they became non-conforming uses and spoil the character of an area. Zoning intent is to prevent this and cannot deny the continued use of a site if the site is non-conforming to the rest of the area. The intent of zoning is to provide guidelines for creating compatible land uses and provide the character Weslaco wishes to preserve.

A STATEMENT ON WESLACO'S ZONING ORDINANCE

Weslaco's Zoning Ordinance consists of the description of uses permitted in each district. It defines the different types of uses permitted in each zone. The Zoning Ordinance specifies height regulations, accessory building regulations parking and loading regulations and area, and density regulations.

WHAT IF A BUILDING OR SITE DOES NOT COMPLY WITH ITS ZONING

If a building infringes upon the required building setbacks requirements; the Weslaco Board of Adjustments and Appeals of Zoning must consider the granting of an exception and may permit modifications to various building and lot requirements when necessitated. This may be due to the unusual size or shape of a parcel of land. Board of Adjustments and Appeals of Zoning Petition Packages are available at the Planning Department.

REZONING APPLICATIONS INSTRUCTIONS

1. Application form must be completed in full with applicant's signature.
2. Statement must be attached to the application stating why the rezoning is requested and the type of operation to be conducted on the property.
3. A three-hundred dollar (\$300.00) application fee must also be submitted along with the application.
4. Once the application is submitted in completed form, the Planning Department is required by State Law to notify by mail all property owners within the 200 foot radius of the affected proposed zone change and advertise in a newspaper fifteen (15) days prior to the public hearing to be held by both the Planning and Zoning and City Commissions on the zone change request.
5. After the Planning and Zoning Commission meeting, the request will be placed on the next available City Commission agenda for final consideration.
6. Should the Planning and Zoning Commission or the owners of 20% of the property within the 200 foot radius of the proposed zone change request, oppose the request, a $\frac{3}{4}$ th vote will be required by the City Commission to receive approval.
7. Only after the second and final reading by the City Commission of the rezoning ordinance, may the activity proposed on the property begin operation after all appropriate permits have been issued.

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING

CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, September 6, 2017 at 5:30 p.m. and the City Commission will also hold a Public Hearing on Tuesday, September 19, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests: Si desea informacion en español, llame al departamento de Planeación de la Ciudad de Weslaco, (956) 447-3403. Armando Alaniz is requesting to rezone 400 N Republic Street also being Lots 12, 13, and 14, Block 2, STAATS Addition Subdivision, Weslaco, Hidalgo County, Texas, from R-2 Duplex and Apartments District to B-4 Neighborhood Office District. Possible Action. Francisco Perez is requesting to rezone 1319 E. 18th Street also being Lot 24, Margo Terrace Estates Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Possible Action. Bill Carlson is requesting to rezone 1210 Valley View also being Lot 6, Ashmelmont Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to B-4 Neighborhood Office District. Possible Action. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before September 6, 2017, for the Planning and Zoning Commission and on or before September 19, 2017, for the City Commission. For additional information, contact the Planning Department at (956) 447-3403 /S/ MARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer



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

Attachment 1

No Attachment Uploaded

[+ADD](#) [?HELP](#)**Attachment 2**

No Attachment Uploaded

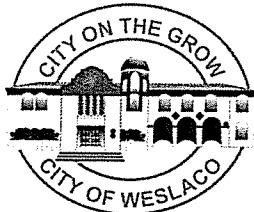
[+ADD](#) [?HELP](#)

Appeared in: **The Monitor** on Monday, 08/21/2017

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City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

August 25, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, September 6, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, September 19, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests:

REZONE REQUEST:

Francisco Perez is requesting to rezone 1319 E. 18th Street also being Lot 24, Margo Terrace Estates Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District.

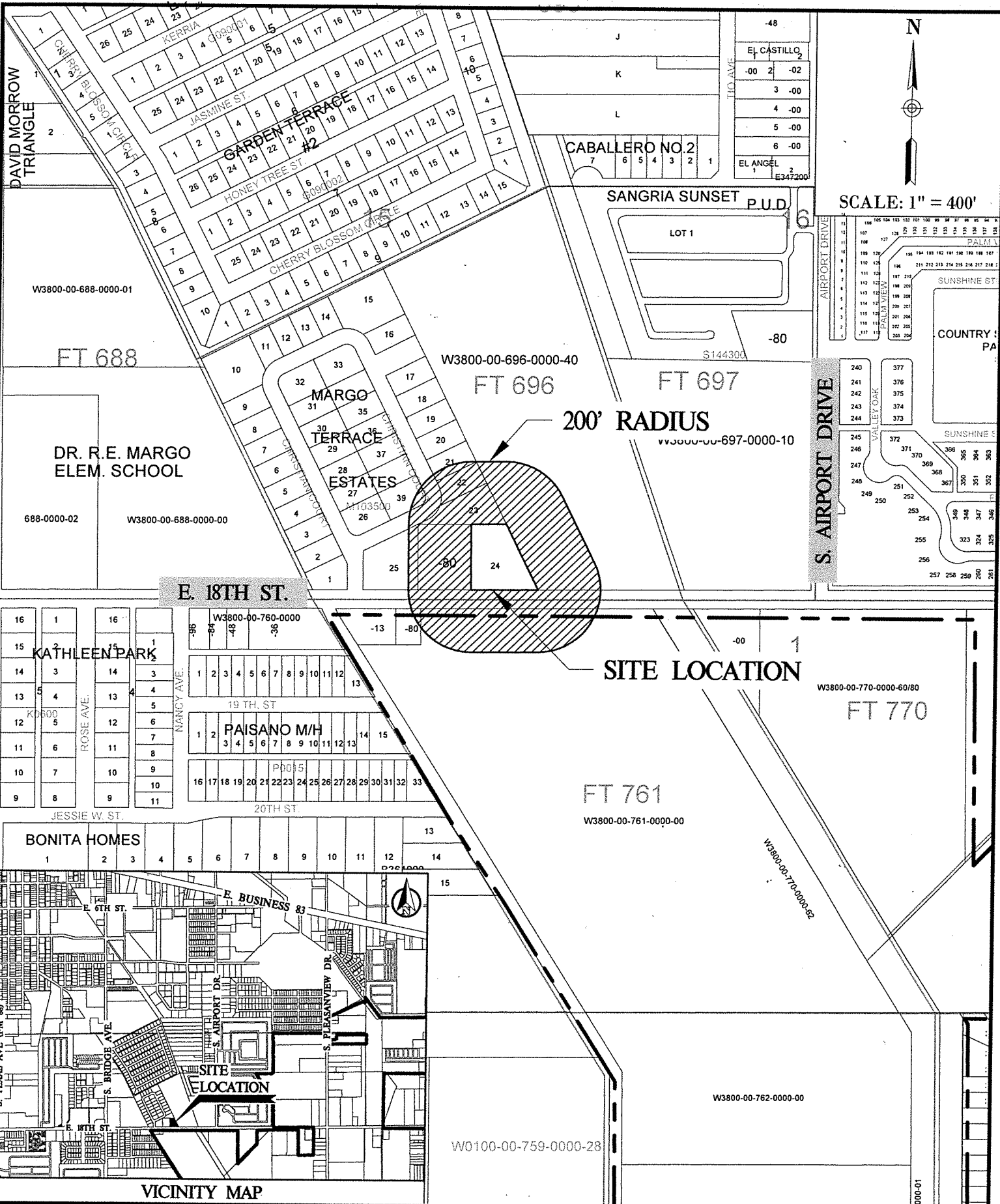
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

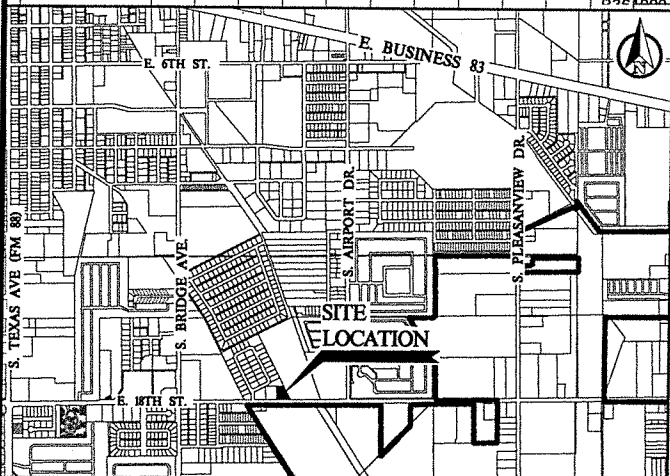
Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

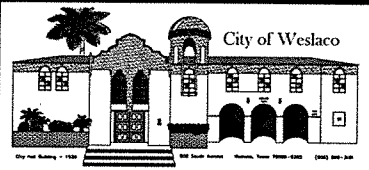
MH/mh



SCALE: 1" = 400'



VICINITY MAP



FRANCISCO PEREZ
 1319 E. 18TH ST.
 LOT 24
 MARGO TERRACE ESTATES
 EXIST. ZONING: R-1 PROP. ZONING: B-1



AUG 21, 2017

AGUILAR GILBERTO & BLANCA E 1740 CHRISTIAN CT WESLACO TX 78596	M1035-00-000-0021-00 MARGO TERRACE ESTATES LOT 21 1740 CHRISTIAN CT	L: 32013 B: 130396
ESCALON ELIAS & NORA E 1742 CHRISTIAN CT WESLACO TX 78596	M1035-00-000-0022-00 MARGO TERRACE ESTATES LOT 22 1742 CHRISTIAN CT	L: 33834 B: 114536
ESCALON ELIAS & NORA E 1742 CHRISTIAN CT WESLACO TX 78596	M1035-00-000-0023-00 MARGO TERRACE ESTATES LOT 23 1744 CHRISTIAN CT	L: 53295 B: 0
PEREZ FRANCISCO & LUCY M 1319 E 18TH ST WESLACO TX 78596	M1035-00-000-0024-00 MARGO TERRACE ESTATES LOT 24 1319 CHRISTIAN CT	L: 77639 B: 171340
MARTINEZ SERGIO A & MONICA D 1746 CHRISTIAN CT WESLACO TX 78596	M1035-00-000-0025-00 MARGO TERRACE ESTATES LOT 25 1746 CHRISTIAN CT	L: 70116 B: 195197
HINOJOSA, MIGUEL A, III 1743 CHRISTIAN CT WESLACO TX 78596-8216	M1035-00-000-0039-00 MARGO TERRACE ESTATES LOT 39 1743 CHRISTIAN CT	L: 37893 B: 98333
CANTU HARRIET 3015 CAILLEAU PL SAN ANTONIO TX 78230	W3800-00-696-0000-40 WEST TRACT E15.0AC OF FT 696 14. 24AC NET 0 E 8TH ST	L: 0 B: 0
RODRIGUEZ SAN JUANA 1225 E 18TH ST WESLACO TX 78596	W3800-00-696-0000-80 WEST TRACT E170'-W490'-S240' FT 696 0.936 AC NET 1225 E 8TH ST	L: 47650 B: 103757

ORDINANCE NO. 2017-42

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1319 E. 18TH STREET ALSO BEING LOT 24, MARGO TERRACE ESTATES SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT.

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

SECTION I: R-1 One Family Dwelling District to B-1 Neighborhood Business District being Lot 24, Margo Terrace Estates Subdivision, also being 1319 E. 18th Street, 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 19th day of September, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

Rezone Request

R-1 One Family Dwelling District
B-1 Neighborhood Business District

Legend

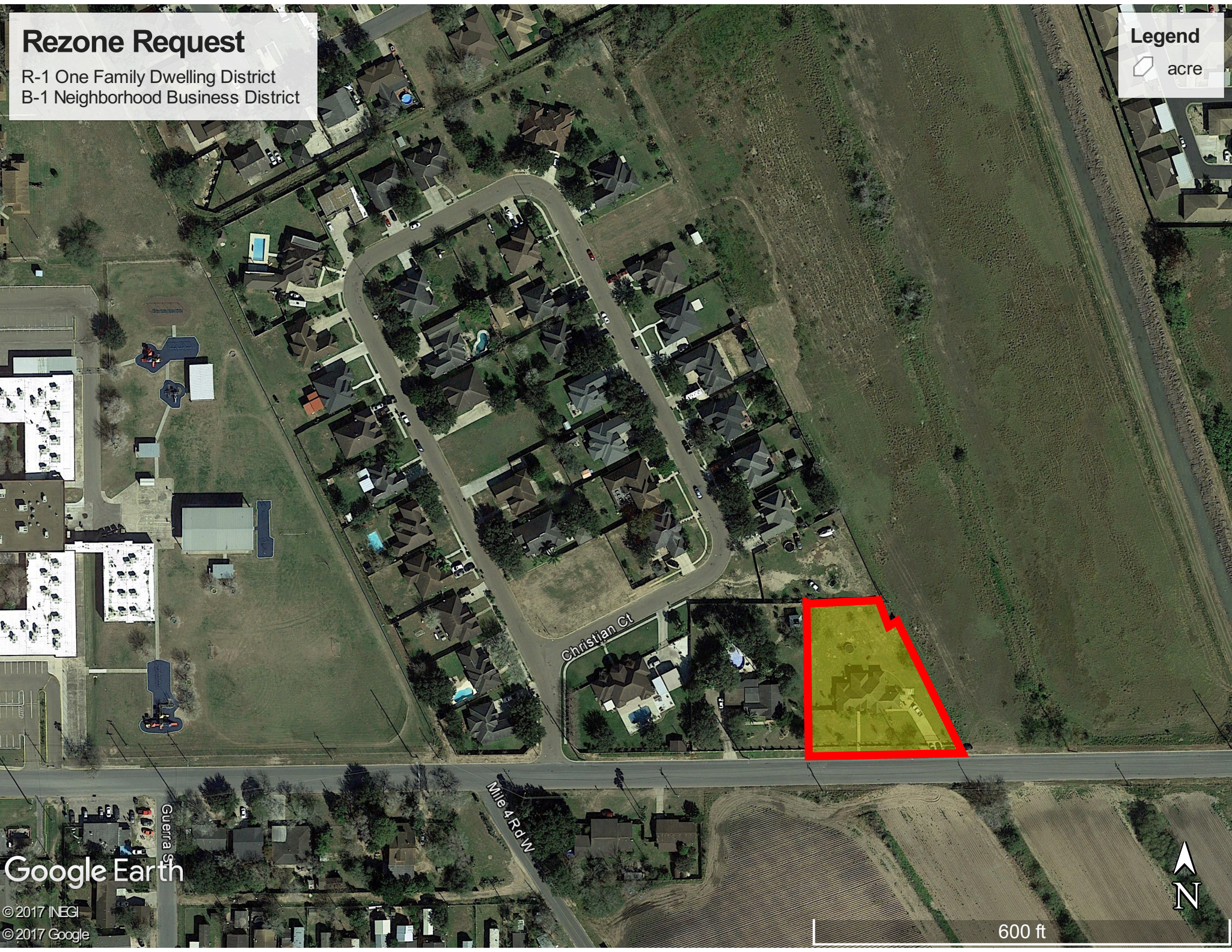
 acre

Google Earth

© 2017 INEGI
© 2017 Google



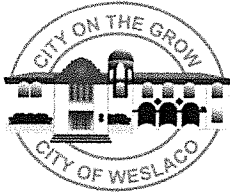
600 ft





Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1222
From: Mardoqueo Hinojosa		
Subject: Discussion and consideration to approve the Final Plat for M.A. Subdivision, being a 9.00 acre tract of land out of Farm Tract 99, Block 145, West Tract Subdivision, Hidalgo County, Texas, located on the west side of Mile 4½ West, one quarter mile South of Mile 11 North Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)		
Background: The proposed two (2) lot subdivision is outside the City of Weslaco city limits. This subdivision is being serviced with water by N.A.W.S.C. through a 6" waterline and sewer services through OSSF. The developer is requesting a variance to permit an OSSF. The property is within a Flood Zone "X".		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended with approval of OSSF variance.		
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approval.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Subdivision Attachments, Final Plat		
Responsibilities upon Approval: Planning staff will advise applicant.		



SUBDIVISION PLATTING APPLICATION

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. SUB17-00010

This form shall be completed by the Property Owner or Applicant and submitted to the Planning Department along with the required number of copies of the respective plat, review fee and all other required information listed below and in the Subdivision Ordinance. The submittal of an application does not constitute acceptance for processing until the staff reviews and determines the application is complete.

STAFF USE ONLY

☐ Single Lot Variance ☐ Minor Plat ☐ Planned Unit Development ☒ Standard Subdivision

GENERAL INFORMATION

Name of Subdivision: M. A. SUBDIVISION

Location: WEST SIDE OF MILE 4 1/2 WEST, 1/4 MILE SOUTH OF MILE 11 NORTH RD

Legal Description: A 9.00 ACRE TRACT OF LAND OUT OF FARM TRACT 99, BLOCK 145 WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS

Is subdivision inside city limits? ☐ YES ☒ NO

If subdivision is in the ETJ, indicate? ☒ 3.5 Mile ☐ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: Residential

Existing Land Use: Residential Proposed Land Use: Residential / Multi-Family

Number of Lots Proposed: 2 Gross Acreage: 9.00 A.

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: ALFONSO FLORES Telephone: 463-8929

Address: RT 9 Box 27076 Fax: _____

City: Weslaco State: TX Zip: _____ E-mail: _____

ENGINEER INFORMATION

Name: Guillermo Arratia Telephone: 784-0218

Address: 526 N. 5th St. Fax: _____

City: Donna State: TX Zip: 78537 E-mail: namengineering@yahoo.com

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: N. A. W. S. C.
☒ YES ☐ NO Wastewater Provision: OSSF
☒ YES ☐ NO Electric Company: AT&T

☐ YES ☒ NO Phone Utility _____	☐ YES ☒ NO Gas Utility _____	☐ YES ☒ NO Cable Utility _____
---	---	---

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>No. 1</u>	☒ YES ☐ NO Irrigation District <u>No. 9</u>
--	--

Has the property been assessed as flat rate irrigable property: ☐ YES ☒ NO

Have Water Rights been conveyed to City/Water Supplier? ☐ YES ☒ NO

(Attach written proof of such assessment or that it has never been assessed as such a property) If YES, attach an estimate from the irrigation district of the proportional water rights for the subdivision as calculated under Texas Water Code § 49.505.

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

- _____ Two (2) sets of plats folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov
- _____ \$350.00 Planning Review fee
- _____ One 11" X 17" reduced copy of plat
- _____ Plat Layout
 - _____ Existing & Proposed Easements
 - _____ Existing & Proposed ROW
 - _____ Existing & Proposed Drainage Easements
 - _____ Contours
 - _____ Flood Zones
 - _____ Adjoiners
 - _____ Existing street names
- _____ Drainage plans and calculations with engineer's seal
 - _____ Elevations
 - _____ Flood directional arrows
 - _____ Detention areas
 - _____ Street names
- _____ Proof of ownership of the property
- _____ If septic tank system required, submit soil evaluation report
- _____ Water Rights associated with the property
- _____ Tax Receipt for all taxing entities showing that taxes are paid in full

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

- _____ Twelve (12) sets of preliminary plat folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov
- _____ \$350.00 (one time fee for preliminary and final plat)
- _____ One 11" X 17" reduced copy of plat
- _____ Plat Layout
 - _____ Existing & Proposed Easements
 - _____ Existing & Proposed ROW
 - _____ Existing & Proposed Drainage Easements

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

- _____ Contours
- _____ Flood Zones
- _____ Adjoiners
- _____ Existing & Proposed street names
- _____ Utility Layout
- _____ Existing & Proposed Utilities
- _____ Proposed Fire Hydrants
- _____ Adjoiners
- _____ Street names
- _____ Drainage plans and calculations with engineer's seal
- _____ Elevations
- _____ Flood directional arrows
- _____ Detention areas
- _____ Street names
- _____ Proof of ownership of the property
- _____ If septic tank system required, submit soil evaluation report
- _____ Water Rights associated with the property
- _____ Tax Receipt for all taxing entities showing that taxes are paid in full
- _____ Number of fire hydrants proposed for subdivision
- _____ Trip Generation Worksheet

SUBMITTALS REQUIRED FOR FINAL (P & Z) **Will not apply to Single Lot Variance**

- _____ Twelve (12) sets of plans **FOLDED & STAPLED** (24 x 36) & PDF copy **with all corrections**
- _____ Plats to be sealed by Professional Engineer
- _____ Approved Drainage Report
- _____ Traffic Impact Analysis (If required)

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- _____ One set of 8 ½ x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

- _____ Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
- _____ Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
- _____ Notice of Intent
- _____ SW3P

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

- _____ Electronic file of final plat and as-builds
- _____ Reproducible plat to be recorded with all required signatures
- _____ 3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
- _____ 2% inspection fee
- _____ Park Fees
- _____ Checks or Receipts: HCCID #9; HCDD #1; County Clerk
- _____ Tax certificates
- _____ Memo from engineering inspector releasing subdivision
- _____ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
- _____ 30 Year Water and 30 Year Sewer Service Agreements
- _____ Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

- _____ Sealed engineering cost estimates
- _____ Letter of Credit/Performance Bond/Escrow

** Any revisions requested ☐ would require resubmission of plats and recorded copy reflecting changes.

AUTHORIZATION AND ACKNOWLEDGEMENTS

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); and the following person listed below is my authorized agent to act on my behalf.

I certify that the above information is correct and complete to the best of my knowledge. I understand that I must comply with all applicable local, state, and federal regulations.

Owner Printed Name: Alfonso Flores

Owner Signature: Alfonso Flores Date: 07/27/17

_____ is the authorized agent

Authorized Agent Signature: Guillermo Arratia Date: 7/27/17

Authorized Agent Printed Name: Guillermo Arratia

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid: _____

P & Z Commission Approval on Preliminary Plat: _____

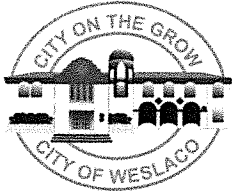
P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____



APPLICATION FOR VARIANCE

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. VAR17-00048

GENERAL INFORMATION

Name of Subdivision: M. A. SUBDIVISION

Location: WEST SIDE OF MICE 4 1/2 WEST RD, 1/4 MICE SOUTH OF MICE 11 NORTH

Legal Description: A 9.00 ACRE TRACT OF LAND OUT OF FARM TRACT 99, BLOCK 145 WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS

VARIANCE TYPE:

☐ Streetlights ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☒ YES ☐ NO

Describe in detail the reason for the variance request:

THERE IS NO SANITARY SEWER AVAILABLE AROUND THIS PROPERTY

☐ Fire Hydrants ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Drainage ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Minimum Lot Size ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☒ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: ADOLFO FLORES Telephone: 956-463-8929

Address: RT 9 Box 27216 Fax: _____

City: Weslaco State: TX Zip: 78596 E-mail: _____

AUTHORIZATION AND ACKNOWLEDGEMENTS

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); and the following person listed below is my authorized agent to act on my behalf.

I certify that the above information is correct and complete to the best of my knowledge. I understand that I must comply with all applicable local, state, and federal regulations.

Owner Printed Name: Alfonso Flores

Owner Signature: Alfonso Flores Date: 07/27/17

_____ is the authorized agent

Authorized Agent Signature: Guillermo Arratia, P.E. Date: 7/27/17

Authorized Agent Printed Name: Guillermo Arratia

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Meeting _____ City Commission Mtg _____

Variance Granted: _____

General Comments: _____

CITY OF WESLACO
956-968-3181

REC#: 02282431 7/28/2017 11:24 AM
OPER: KArev TERM: 036
REF#: 726
PAID BY:

TRAN: 235.1000 PROCESSING FEE
3553
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT
3553
01 -400-1025
SUBDIVISION INSPECT 50.00CR

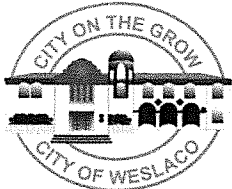
TRAN: 235.1000 PROCESSING FEE
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PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT
3552
01 -400-1025
SUBDIVISION INSPECT 350.00CR

TENDERED: 410.00 CHECK
APPLIED: 410.00-

CHANGE

11 181



SUBDIVISION REVIEW APPLICATION

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. SRV 17-00020

This form shall be completed by the Property Owner or Applicant and submitted to the Planning Department along with the required number of copies of the respective plat, review fee and all other required information listed below and in the Subdivision Ordinance. The submittal of an application does not constitute acceptance for processing until the staff reviews and determines the application is complete.

GENERAL INFORMATION

Name of Subdivision: M. A. SUBDIVISION

Location: WEST SIDE OF MILE 4 1/2 WEST, 1435' SOUTH OF MILE 11 NORTH RD

Legal Description: A 9.00 ACRE TRACT OF LAND OUT OF FARM TRACT 99, BLOCK 145, WEST TRACT SUBDIVISION, HALLALGO COUNTY, TEXAS.

Is subdivision inside city limits? ☐ YES ☒ NO

If subdivision is in the ETJ, indicate? ☒ 3.5 Mile ☐ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: RESIDENTIAL

Existing Land Use: VACANT Proposed Land Use: RESIDENTIAL AND MULTI-FAMILY

Number of Lots Proposed: 2 Gross Acreage: 9.00 AC.

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: ALFONSO FLORES
MARIA ELENA FLORES Telephone: 956-463-8929

Address: RT 9 BOX 270-1A Fax: _____

City: Weslaco State: TX Zip: _____ E-mail: _____

ENGINEER INFORMATION

Name: GUILLERMO ARRIATIA Telephone: 956-784-0218

Address: 526 N. 5th St. Fax: _____

City: Donna State: TX Zip: 78537 E-mail: namengineering@yahoo.com

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: U. A. W. S. C.
☒ YES ☐ NO Wastewater Provision: OSSF
☒ YES ☐ NO Electric Company: AEP

☐ YES ☒ NO Phone Utility	☐ YES ☒ NO Gas Utility	☐ YES ☒ NO Cable Utility
---	---	---

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>1</u>	☒ YES ☐ NO Irrigation District <u>9</u>
--	--

Has the property been assessed as flat rate irrigable property: ☐ YES ☐ NO

Have Water Rights been conveyed to City/Water Supplier? ☐ YES ☐ NO

(Attach written proof of such assessment or that it has never been assessed as such a property) If YES, attach an estimate from the irrigation district of the proportional water rights for the subdivision as calculated under Texas Water Code § 49.505.

SUBMITTALS REQUIRED FOR SUBDIVISION REVIEW

Seven (7) sets of preliminary plat folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdela Fuente@weslacotx.gov

\$50.00 Subdivision Review fee

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

Contours

Flood Zones

Adjoiners

Existing & Proposed street names

Utility Layout

Existing & Proposed Utilities

Proposed Fire Hydrants

Adjoiners

Street names

Drainage plans and calculations with engineer's seal

Elevations

Flood directional arrows

Detention areas

Street names

Proof of ownership of the property

If septic tank system required, submit soil evaluation report

Water Rights associated with the property

Tax Receipt for all taxing entities showing that taxes are paid in full

Number of fire hydrants proposed for subdivision

Trip Generation Worksheet

AUTHORIZATION AND ACKNOWLEDGEMENTS

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); and the following person listed below is my authorized agent to act on my behalf.

I certify that the above information is correct and complete to the best of my knowledge. I understand that I must comply with all applicable local, state, and federal regulations.

Owner Printed Name: Alfonso Flores

Owner Signature: Alfonso Flores Date: 7/17/17

_____ is the authorized agent

Authorized Agent Signature: [Signature] Date: 7/17/17

Authorized Agent Printed Name: Willie Matic

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid: _____

Preliminary Subdivision Review Date: _____

General Comments: _____

CITY OF WESLACO
956-968-3181

REC#: 02280598 7/24/2017 9:44 AM
USER: KArev TERM: 036
REF#: 722
PAID BY:

TRAN: 235.1000 PROCESSING FEE
3453
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

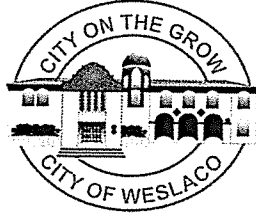
TRAN: 203.0000 SUBDIVISION INSPECT
3453
01 -400-1025
SUBDIVISION INSPECT 50.00CR

TENDERED: 55.00 CHECK
APPLIED: 55.00-

255 S. KANSAS AVE ■ WESLACC

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Gerardo "Jerry" Tafolla, Mayor Pro-Tem, District 4
Leo Munoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Olga M. Noriega, Commissioner, District 3
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike Perez, Interim City Manager

August 7, 2017

Alfonso Flores
Rte. 9 Box 27046
Weslaco, Texas 78599

Re: Preliminary Plat for M.A. Subdivision – a 9.00 acre tract of land out of Farm Tract 99, Block 145, West Tract Subdivision, Hidalgo County, Texas, located on the Westside of Mile 4 ½, 1435' south of Mile 11 North Rd.

Dear Applicant:

Please be advised that the Planning and Zoning Commission approved your Preliminary request at their regular meeting on August 2, 2017.

Should you need additional information or have any questions, please call the Planning Department at (956) 447-3403.

Attentively,

Mardoqueo Hinojosa, P.E., C.F.M.
Planning Director/City Engineer

cc: Guillermo Arratia
526 N. 5th Street
Donna, Texas 78537

DATE: 07/24/17 OCCUR: Y CLASS: Subdivision
FACILITY NAME: M. A. Subdivision
PHYSICAL & MAILING ADDRESS: Mile 4 1/2 West by Mile 11 North
PHONE #: _____ OWNER/MANAGER: _____

PHONE #: _____ OWNER/MANAGER: _____

X		Approved as submitted	X	with notes				
	A	Illuminated exit signs and emergency lighting shall be combination with 90 minute battery pack back-up.						
	B	All restrooms shall have emergency lighting with 90 minute battery pack back-up.						
	C	Shall provide minimum 5 lb. ABC dry chemical extinguisher at 50' intervals for non-sprinklered building, 75' intervals for sprinklered building, annually inspected & tagged by a licensed agency and mounted no higher than 48" from top to ground. NFPA 10, Latest Edition & IFC 2012 Edition, Section 906.						
	D	Shall have fire alarm company submit plans for proposed fire alarm.						
	E	Shall have fire alarm system installed in accordance with the latest editions of NFPA 70 & 72, by a licensed agency and monitored 24/7 by an outside agency. Shall call our office 24 hours in advance for trip test. NFPA 101, Life Safety Code, 2012 Edition						
	F	Shall have fire alarm system tied into the sprinkler system to monitor flow and tamper switches. Shall also be tied into the suppression system for the kitchen hood. NFPA 101, Life Safety Code, 2012 Edition.						
	G	Shall have automatic sprinkler system installed by a licensed agency and in accordance with the latest edition of NFPA 13. Sprinkler company shall submit plans to our office and ISO for review. Shall contact our office 24 hours in advance for underground & aboveground hydrostatic tests. IFC, 2012 Edition, Section 903 & 912 and latest edition of NFPA 13. No ceiling shall be in place until aboveground hydrostatic test has been approved.						
	H	If cooking that releases grease latent vapors, shall provide hood suppression system installed by a licensed agency; hood shall vent to exterior of building. NFPA 96, Latest edition. An approved method shall be provided that will ensure that the appliance(s) is returned to an approved design location, NFPA 96, Section 12.1.2.3.1 Shall call our office 24 hours in advance for trip test. IFC, 2012 Edition, Section 904.						
	I	Shall have 1 – K extinguisher for kitchen annually inspected by a licensed agency. IFC, 2012 Edition, Section 904.11.5						
X	J	Shall have fire hydrant within 400'. Shall have 4 ½" outlet facing the street with 18" to 24" clearance from bottom of outlet to grade level for hydrant wrench. Hydrants shall be marked on the streets with reflective blue marker to show location of hydrants. Hydrants shall have 3' clearance from any fences, poles, brush, etc. Plans do not comply						
	K	Fire department connection shall be free-standing, away from the building, minimum 1 ½ times the building height, out of the collapse zone, and within 100' of a fire hydrant. FDC shall be protected from impact with 4" diameter concrete filled bollards, cemented 4' into the ground with 3' above ground. Shall be spaced 3' apart. Shall have a reflective sign indicating "FDC" with 6" high letters, ½" wide. IFC, 2012 Edition, Section 903.3.7 and all of section 912, IFC, 2012 Edition, and latest edition of NFPA 13. The FDC connection shall be the 5 inch storz with a 30 to 40 degree downward deflection angle adapter. Tamper protection for backflow preventer shall be of an approved type and approved by Authority Having Jurisdiction.						
X	L	Access roads shall be 26' minimum with hydrant unobstructed, 20' without hydrant unobstructed. All weather surface road that supports the imposed loads of fire apparatus shall be in place (concrete or asphalt). Plans do not comply						
X	M	Fire apparatus access road shall comply with IFC 2012 Edition, Appendix D. (Cul-de-sac, wye, hammerhead) Plans do not comply						
	N	Shall have evacuation routes, with primary & secondary exits marked, in place. IFC, 2012 Edition, Section 404.						
	O	Shall maintain a clear path for means of egress in the following areas:						
	P	Shall have all exit doors open in the direction of egress travel. If equipped with a locking device, it shall be of an approved type.						
	Q	Every room or space that is an Assembly occupancy shall have the occupant load posted in a conspicuous place.						
	R	Shall maintain 44" clearance between aisles.						
X	S	Gated community shall submit specs on gate and shall maintain a 20' clearance on each side of island prior to installation of gate. Shall provide combination for access to subdivision. Shall provide Knox Box Gate Entry System.						
	T	Shall post address in front of building plainly visible from the street with 6" x ½" stroke letters or numbers.						
	U	Shall have Knox Box, 3200 Series, with hinged door, installed for fire department access. www.KnoxBox.com						
	V	Shall have Knox FDC 5 inch Storz Caps in place. www.KnoxBox.com						
	W	Shall have an exterior door to Riser Room. Shall label Riser Room with a white reflective sign to read "Riser Room" with 6" x ¾" stroke red letters.						
	X	Shall provide fire lane painted with 6" red striping, with white lettering 4" x ¾" stroke to read " No Parking Fire Lane " spaced every 10 to 12 feet.						
	Y	Shall submit a complete set of plans for construction to my office for further requirements.						
X	Z	Shall pay appropriate fees for the following:	X	Plan review (\$75.00)		Fire alarm plan review		Fire alarm trip test
		Sprinkler system plan review		Aboveground hydro test		Underground hydro test		Suppression system trip test

FIRE MARSHAL/FIRE INSPECTOR

CITY OF WESLACO

PLANNING & CODE ENFORCEMENT DEPARTMENT SUBDIVISION REVIEW MEETING



DATE: July 26, 2017



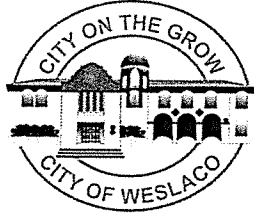
NAME OF SUBDIVISION: M.A. Subdivision

SIGN IN SHEET

#	NAME	COMPANY	Phone/email
1	Rebekah de la Fuente	cow	447-34018
2	Charles Warren	PD	463-1180
3	Erwin Tafolla	City of Weslaco	951-447-3401
4	Marcelo Cosma	City of Weslaco	956-532-8392
5	Rafael Garza	City of Weslaco	956-742-7000
6	Willie Arreola	Plan Engineering	956-784-0218
7	Lenaide Guerrero	City of Weslaco	447-3407
8	Mardoqueo H. Hinojosa	City of Weslaco	447-3403
9	Mike Sumner	WFAO	447-3415
10			
11			
12			
13			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

July 26, 2017

Alfonso & Maria Elena Flores
RT 9 Box 270-16
Weslaco, Texas 78599

Re: M.A. Subdivision - Subdivision Review

Dear Applicant:

As per the plan set received, please find below general comments that need to be addressed for the above mentioned subdivision:

1. Applicant must apply for a variance to permit the installation of an OSSF
2. Change the Location of the Subdivision to read 3.5 mile ETJ.

Should you need additional information or have any questions, please call the Planning Department at (956) 447-3401.

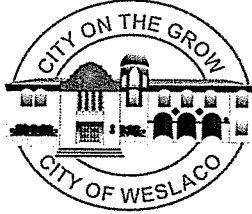
Sincerely,

Rebekah de la Fuente, C.F.M.
Senior Planner

CC: Nain Engineering
Guillermo Arratia
526 North 5th Street
Donna, Texas 78537

City of Weslaco

"The City on the Grow"



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Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

July 26, 2017

Nain Engineering, L.L.C.
526 N. 5th Street
Donna, TX 78537
Engineering Firm No. F-9050

Re: M.A. Subdivision

Mr. Guillermo A. Arratia

Please find below comments to the above mentioned subdivision:

Plat

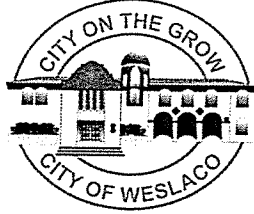
1. Need to dedicate an additional 15ft of the Existing Drain Ditch right of way.
2. Need to add existing contours to site, in plat.
3. Need to add all adjacent land owners to this plat.
4. Engineer to add a Base Flood Elevation to Finish Floor Notes.

Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

INTERNAL MEMO

DATE: July 24, 2017

TO: Rebekah de la Fuente, Senior Planner
Efrain Tafolla/Construction Insp./CADD Supervisor
Gilbert Garcia, Construction Inspector
Pete Garcia, Public Works Director/ Olga Garza
Chris Sanchez, Fire Marshal/Mike Swinnea
Rolando Gonzalez, Building Official
Chief Stephen S. Mayer, Police Department

FROM: Mardoqueo Hinojosa, P.E., Planning Director/ City Engineer 

SUBJECT: Subdivision Review Meeting

A subdivision review meeting will be held on **Wednesday July 26, 2017** in the Planning Department Conference Room B. It is imperative that you attend. Listed below is the subdivision that will be discussed:

- **M.A. Subdivision – 9:00 a.m.**
- **Re-plat of Lot 1, Reyna Office Park Unit 1 Subdivision – 9:30 a.m.**

Please make every effort to attend or send a representative, if you or a representative is unable to attend, submit your comments in writing. **Be advised that all comments must be received before the scheduled meeting in order to avoid delays of construction.**

Should you have any questions, please call 447-3401.

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET, DONNA, TEXAS. 78537 PH. (956) 784-0218
FIRM No. F-9050

DRAINAGE REPORT
For
M. A. SUBDIVISION

I. PROJECT LOCATION

A 9.00 acre tract of land out Farm Tract 99 Block 145, West Tract Subdivision, according to the map recorded in volume 2, pages 334-37 , map records, Hidalgo County, Texas, and is located on the west side of Mile 4 ½ West Road, 1,435.00 feet south of Mile 11 North Road and is located in the County of Hidalgo and within the 2 mile ETJ's of the city of Weslaco. (Refer to Exhibit B).

II. FLOOD PLAIN

The subject tract lies in Zone "X", (shaded) Areas of 500 year flood; areas of 100 year flood with average depths less than 1 foot or with drainage areas less than 1 square mile; and are protected by levees from 100-year flood. F.E.M.A.-F.I.R.M. Map No. 480334 0450 C, Map Revised June 6, 2000. Map Revised to Reflect LOMR: May 30, 2002. (Refer to Exhibit C).

III. SOIL CONDITIONS

A review of the Soil Survey of Hidalgo County indicates the subject tract lies in an area of predominantly (28) Hidalgo sandy clay loam soil that has a pour low shrink-swell potential and is listed in Hydrological Group B. (Refer to Exhibit D)

IV. EXISTING CONDITIONS

The subject tract is currently undeveloped. The existing terrain has a grade of approximately (0.01%). Existing runoff 2.65 cfs for Lot 1 and 0.79 cfs for Lot 2 from the site is by form of sheet flow runs towards the west side of this tract.

V. PROPOSED CONDITIONS

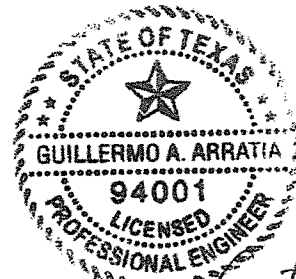
LOT 1 -MULTI-FAMILY USE

The proposed conditions for this subject tract is for Multi-family use. The storm runoff after development will be increase 5.45 cfs for a total 8.1 cfs, I have calculated that 30,632 cf of storm runoff for a 25 year design frequency, will be detained within the property by drainage swales and will be out falling into a Drain Ditch located on the west side of this property owned by H.C.C.I.D. No. 9, and maintained by H.C.D.D No.1, via a 24 inch RCP pipe. An 18 inch pipe with safety end treatment will be required at driveways.

LOT 2 -RESIDENTIAL USE

The proposed conditions for this subject tract is for Residential use. The storm runoff after development will be increase 0.51 cfs for a total 1.3 cfs, I have calculated that 1,639 cf of storm runoff for a 25 year design frequency, will be detained within the property by drainage swales and will be out falling into a Drain Ditch located on the west side of this property owned by H.C.C. I.D. No.9 and maintained by H.C.D.D. No. 1 , via a 24 inch RCP pipe. An 18 inch pipe with safety end treatment will be required at driveway.

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☒ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☐ DISTRICT FACILITY	
☐ CITY FACILITY	
☒ OTHER <u>HCCIO No. 9</u>	
<u>NAK</u>	<u>2/28/17</u>
H.C.D.D. NO. 1	DATE



Guillermo A. Arratia, P.E.
6/25/18

DRAINAGE CALCULATIONS (25 Year Frequency)
EXHIBIT "A" LOT 1

AREA= 6.95 Ac. TxDOT Intensity Constants for $I=b/(Tc+d)^e$

Existing Conditions

Length= 1320 ft.
Slope= 0.1 %
Cexist.= 0.2
Time of Concentration= 127 min.
Texist.= 127 min.
I_{10exist.}= 1.90 in/hr
Qexist.= 2.65 cfs.

10 year storm

b= 87
e= 0.778
d= 9.2

$$Cw=(2.15)(0.85)+(4.8)(0.20) / 6.95= 0.40$$

Proposed Conditions

Length= 1320 ft.
Slope= 0.15 %
Cfut.= 0.4

Time of Concentration=

86 min.

Tfut.= 86 min.

TxDOT Intensity Constants for $I=b/(Tc+d)^e$

I_{25fut.}= 2.92 in/hr

Qfut.= 8.1 cfs.

Qin= 2.78 i

25 year storm

b= 98
e= 0.771
d= 9.2

tp (Min.)	I ₂₅ (in/hr)	Qin (cfs)	Vin (cubic ft.)	Qout (cfs)	Vout (cubic ft.)	Ev (cubic ft.)
10	10.04	27.91	16747	2.65	7634	9,113
20	7.27	20.21	24253	2.65	8428	15,825
30	5.79	16.10	28973	2.65	9221	19,752
40	4.86	13.51	32426	2.65	10015	22,411
50	4.21	11.70	35111	2.65	10809	24,302
60	3.74	10.40	37430	2.65	11603	25,827
70	3.37	9.37	39348	2.65	12397	26,951
80	3.07	8.53	40966	2.65	13191	27,775
90	2.83	7.87	42484	2.65	13985	28,499
100	2.63	7.31	43868	2.65	14779	29,090
110	2.46	6.84	45136	2.65	15572	29,564
120	2.31	6.42	46237	2.65	16366	29,871
130	2.18	6.06	47271	2.65	17160	30,111
140	2.07	5.75	48339	2.65	17954	30,385
150	1.97	5.48	49289	2.65	18748	30,542
160	1.88	5.23	50173	2.65	19542	30,632

Storage Requires= 30,632 cubic feet
Release Rate= 2.65 cfs = 0.70 ac-ft



Guillermo A. Arratia, P.E.
8/23/17

DRAINAGE CALCULATIONS (25 Year Frequency)
EXHIBIT "A" LOT 2

AREA= 1.28 Ac. TxDOT Intensity Constants for $I=b/(Tc+d)^e$

Existing Conditions

Length=	338	ft.			10 year storm
Slope=	0.1	%	b=		87
Cexist.=	0.2		e=		0.778
Time of Concentration=			d=		9.2
			64	min.	
Texist. =	64	min.			
I _{10exist.} =	3.08	in/hr			
Qexist.=	0.79	cfs.			

Proposed Conditions

Length=	338	ft.			
Slope=	0.15	%			
Cfut.=	0.25				
Time of Concentration=			53	min.	
Tfut.=	53	min.			
I _{25fut.} =	4.06	in/hr			
Qfut.=	1.3	cfs.			
Qin=	0.32	i			

TxDOT Intensity Constants for $I=b/(Tc+d)^e$

					25 year storm
b=					98
e=					0.771
d=					9.2

tp (Min.)	I ₂₅ (in/hr)	Qin (cfs)	Vin (cubic ft.)	Qout (cfs)	Vout (cubic ft.)	Ev (cubic ft.)
10	10.04	3.21	1928	0.79	1487	440
20	7.27	2.33	2792	0.79	1724	1,068
30	5.79	1.85	3335	0.79	1960	1,375
40	4.86	1.56	3732	0.79	2196	1,536
50	4.21	1.35	4042	0.79	2433	1,609
60	3.74	1.20	4308	0.79	2669	1,639
70	3.37	1.08	4529	0.79	2905	1,624
80	3.07	0.98	4716	0.79	3142	1,574
90	2.83	0.91	4890	0.79	3378	1,512
100	2.63	0.84	5050	0.79	3614	1,435
110	2.46	0.79	5196	0.79	3851	1,345
120	2.31	0.74	5322	0.79	4087	1,235
130	2.18	0.70	5441	0.79	4323	1,118
140	2.07	0.66	5564	0.79	4560	1,004
150	1.97	0.63	5674	0.79	4796	877
160	1.88	0.60	5775	0.79	5032	743

Storage Requires= 1,639 cubic feet
Release Rate= 0.79 cfs = 0.04 ac-ft



Guillermo A. Arratia
7/18/17

permanent high water table, soils with a clay pan or clay layer at or near the surface, and shallow soils over nearly impervious material.

Table 1: Runoff coefficients for the Rational method

Hydrologic Soil Group	A			B			C			D		
Recurrence Interval	5	10	100	5	10	100	5	10	100	5	10	100
Land Use Or Surface Characteristics												
Business:												
A. Commercial Area	.75	.80	.95	.80	.85	.95	.80	.85	.95	.85	.90	.95
B. Neighborhood Area	.50	.55	.65	.55	.60	.70	.60	.65	.75	.65	.70	.80
Residential:												
A. Single Family	.25	.25	.30	.30	.35	.40	.40	.45	.50	.45	.50	.55
B. Multi-Unit (Detached)	.35	.40	.45	.40	.45	.50	.45	.50	.55	.50	.55	.65
C. Multi-Unit (Attached)	.45	.50	.55	.50	.55	.65	.55	.60	.70	.60	.65	.75
D. 1/2 Lot Or Larger	.20	.20	.25	.25	.25	.30	.35	.40	.45	.40	.45	.50
E. Apartments	.50	.55	.60	.55	.60	.70	.60	.65	.75	.65	.70	.80
Industrial												
A. Light Areas	.55	.60	.70	.60	.65	.75	.65	.70	.80	.70	.75	.90
B. Heavy Areas	.75	.80	.95	.80	.85	.95	.80	.85	.95	.80	.85	.95
Parks, Cemeteries												
Playgrounds	.10	.10	.15	.20	.20	.25	.30	.35	.40	.35	.40	.45
Schools	.30	.35	.40	.40	.45	.50	.45	.50	.55	.50	.55	.65
Railroad Yard Areas	.20	.20	.25	.30	.35	.40	.40	.45	.45	.45	.50	.55
Streets												
A. Paved	.85	.90	.95	.85	.90	.95	.85	.90	.95	.85	.90	.95
B. Gravel	.25	.25	.30	.35	.40	.45	.40	.45	.50	.40	.45	.50
Drives, Walks, & Roofs												
Lawns												
A. 50%-75% Grass (Fair Condition)	.10	.10	.15	.20	.20	.25	.30	.35	.40	.30	.35	.40
B. 75% Or More Grass (Good Condition)	.05	.05	.10	.15	.15	.20	.25	.25	.30	.30	.35	.40
Undeveloped Surface ¹ (By Slope) ²												
A. Flat (0-1%)	0.04-0.09			0.07-0.12			0.11-0.16			0.15-0.20		
B. Average (2-6%)	0.09-0.14			0.12-0.17			0.16-0.21			0.20-0.25		
C. Steep	0.13-0.18			0.18-0.24			0.23-0.31			0.28-0.38		

¹ Undeveloped Surface Definition: Forest and agricultural land, open space.

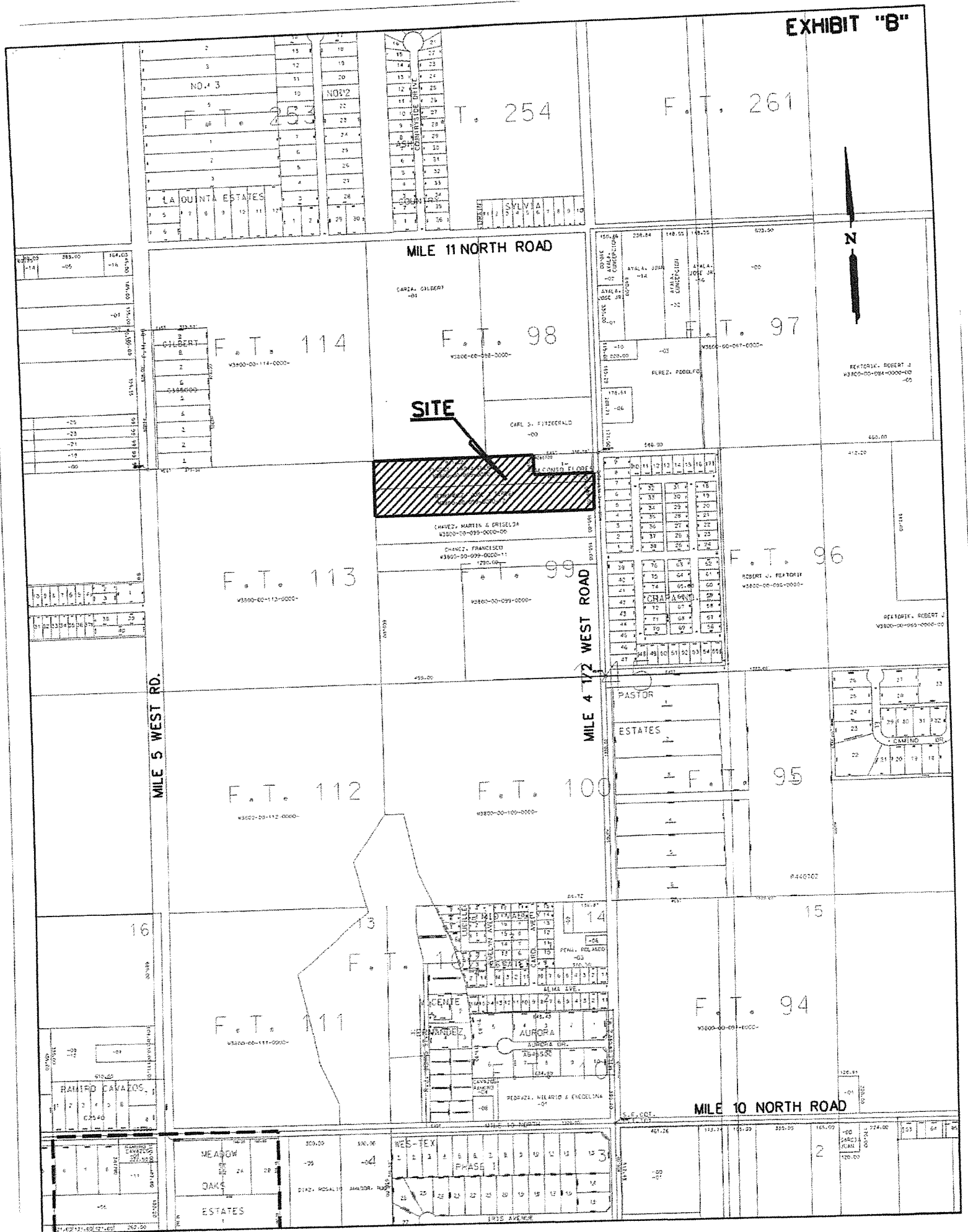
² Source: Storm Drainage Design Manual, Erie and Niagara Counties Regional Planning Board.

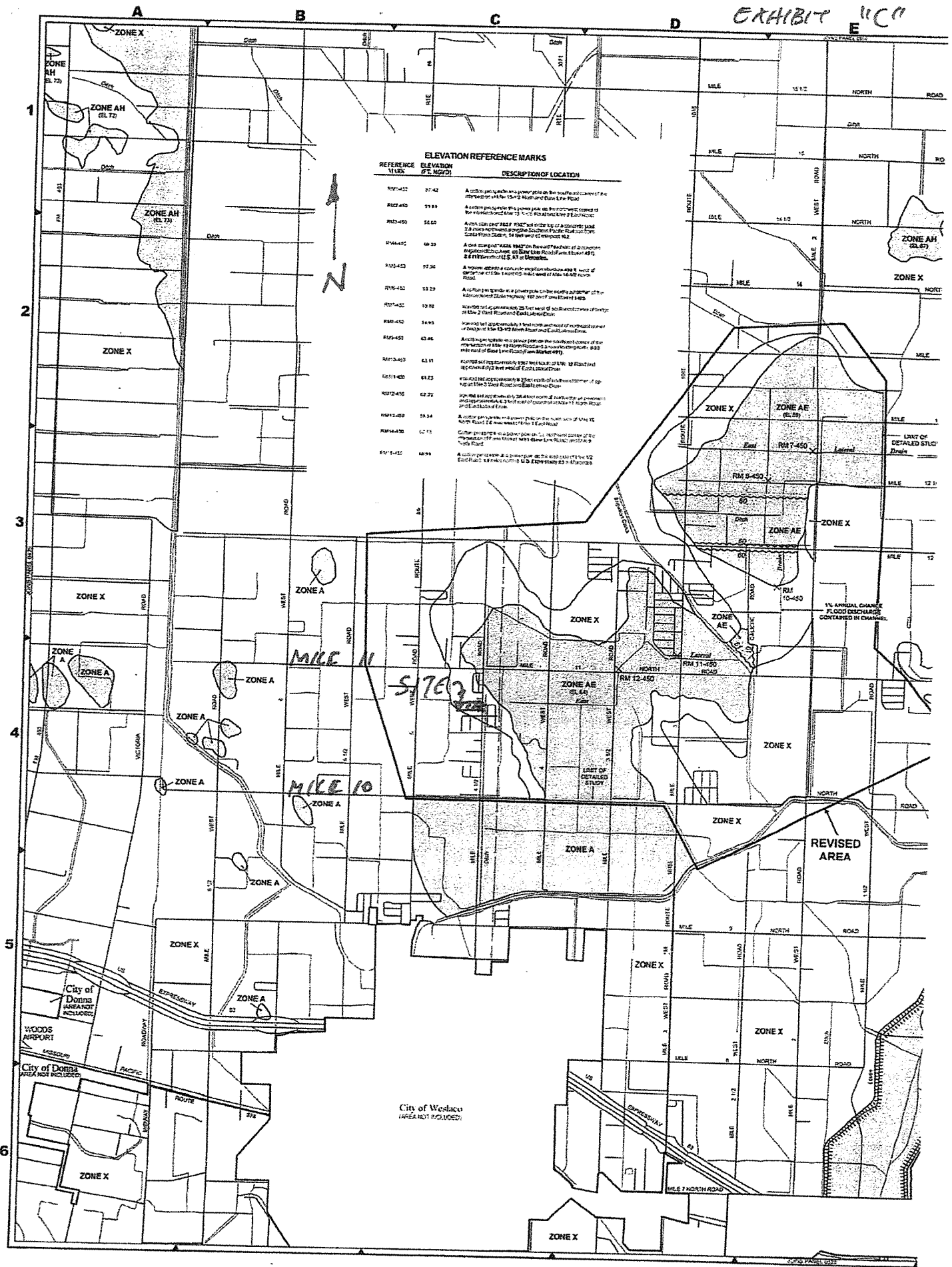
2. **Composite runoff analysis.** Care should be taken not to average runoff coefficients for large segments that have multiple land uses of a wide variety (i.e., business to agriculture). However, within similar land uses, it is often desirable to develop a composite runoff coefficient based on the percentage of different types of surface in the drainage area. The composite procedure can be applied to an entire drainage area, or to typical sample blocks as a guide to selection of reasonable values of the coefficient for an entire area.
3. **Rainfall intensity.** The intensity (I) is the average rainfall rate in inches per hour for the period of maximum rainfall of a given frequency, with a duration equal to the time of concentration. The time of concentration is defined as the time required for a drop of water falling on the most remote point of a drainage basin to reach the outlet in question. The time of concentration is

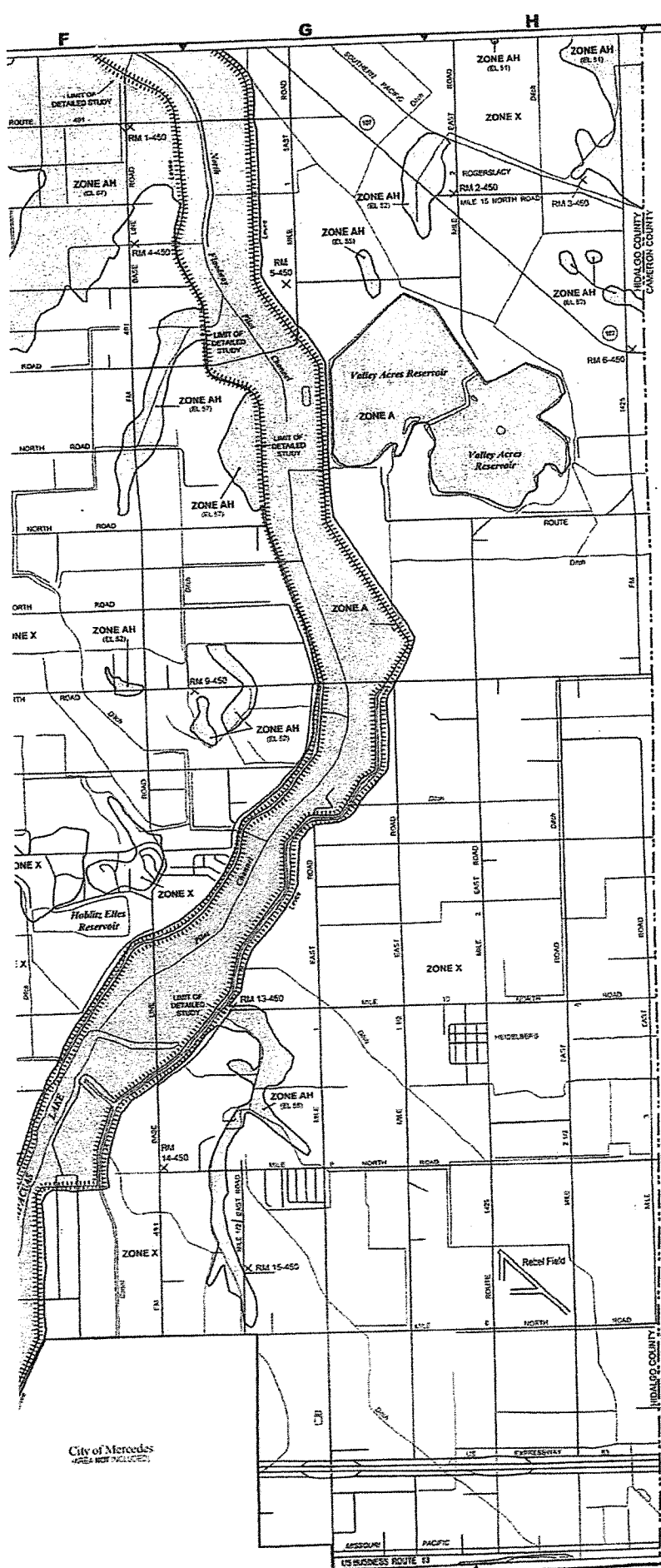
TABLE 6. CONSTANTS FOR USE IN FORMULA $I = b/(t_c + d)^e$ (Continued)

COUNTY	2 year				5 year				10 year				25 year				50 year				100 year			
	e	b	d	e	b	d	e	b	d	e	b	d	e	b	d	e	b	d	e	b	d	e	b	d
Hempflitt	0.845	56	10.6	0.851	76	10.7	0.842	87	10.7	0.843	103	10.7	0.840	115	10.7	0.847	132	10.6						
Henderson	0.800	60	8.7	0.796	77	9.0	0.770	79	9.0	0.773	93	9.0	0.752	93	9.0	0.749	102	8.7						
Hidalgo	0.831	74	9.6	0.795	80	9.2	0.778	87	9.2	0.771	98	9.2	0.749	99	9.2	0.740	103	9.6						
Hill	0.799	57	8.2	0.790	72	8.8	0.777	78	8.8	0.773	91	8.8	0.764	98	8.8	0.759	105	8.2						
Hockley	0.832	46	9.9	0.832	60	10.0	0.807	64	10.0	0.812	78	10.0	0.810	87	10.0	0.817	101	9.9						
Hood	0.782	48	7.7	0.773	63	8.3	0.773	75	8.3	0.782	90	8.3	0.773	98	8.3	0.766	105	7.7						
Hopkins	0.788	54	8.3	0.783	70	9.1	0.775	77	9.1	0.767	88	9.1	0.754	93	9.1	0.750	100	8.3						
Houston	0.797	63	8.2	0.780	73	8.3	0.757	78	8.3	0.748	86	8.3	0.740	93	8.3	0.727	94	8.2						
Howard	0.805	42	9.2	0.800	56	10.1	0.802	65	10.0	0.796	76	10.1	0.791	86	10.1	0.788	95	9.2						
Hudspeth	0.800	27	9.4	0.840	44	11.4	0.827	50	11.4	0.819	60	11.4	0.856	78	11.4	0.833	77	7.4						
Hunt	0.793	55	8.4	0.785	69	9.2	0.783	80	9.2	0.776	93	9.2	0.764	99	9.2	0.758	104	8.4						
Hutchinson	0.860	56	10.4	0.844	70	11.0	0.837	80	11.0	0.851	100	11.0	0.863	121	11.0	0.837	115	10.4						
Irion	0.780	37	8.1	0.789	55	9.6	0.773	61	9.6	0.783	77	9.6	0.759	81	9.6	0.770	90	8.1						
Jack	0.789	48	8.5	0.779	63	8.5	0.786	75	8.5	0.782	88	8.5	0.782	98	8.5	0.775	109	8.5						
Jackson	0.809	68	8.8	0.769	73	8.5	0.757	80	8.5	0.745	89	8.5	0.737	95	8.5	0.720	97	8.8						
Jasper	0.782	66	8.1	0.743	65	7.4	0.736	73	7.4	0.719	78	7.4	0.715	84	7.4	0.700	87	8.1						
Jeff Davis	0.821	35	9.6	0.865	63	10.8	0.853	69	10.8	0.802	65	10.8	0.818	77	10.8	0.832	93	9.6						
Jefferson	0.799	74	9.2	0.733	65	7.5	0.727	74	7.5	0.730	86	7.5	0.710	87	7.5	0.687	84	9.2						
Jim Hogg	0.831	73	9.4	0.813	82	9.4	0.786	87	9.4	0.780	98	9.4	0.756	98	9.4	0.750	104	9.4						
Jim Wells	0.825	71	9.4	0.797	79	8.9	0.765	80	8.9	0.768	94	8.9	0.748	98	8.9	0.740	102	9.4						
Johnson	0.789	52	8.1	0.779	67	8.6	0.773	77	8.6	0.776	90	8.6	0.771	99	8.6	0.763	106	8.1						
Jones	0.780	41	8.5	0.771	55	9.0	0.794	73	9.0	0.780	82	9.0	0.803	102	9.0	0.784	104	8.5						
Karnes	0.800	60	8.8	0.791	75	8.9	0.766	77	8.9	0.767	91	8.9	0.751	95	8.9	0.749	106	8.8						
Kaufman	0.797	57	8.6	0.790	72	9.0	0.776	80	9.0	0.777	93	9.0	0.763	98	9.0	0.757	104	8.6						
Kendall	0.791	53	8.6	0.771	64	8.3	0.773	74	8.3	0.764	84	8.3	0.762	94	8.3	0.763	104	8.6						
Kendy	0.826	73	9.2	0.793	79	8.7	0.771	84	8.7	0.763	94	8.7	0.735	96	8.7	0.731	100	9.2						
Kent	0.801	43	9.0	0.801	60	10.0	0.796	70	10.0	0.806	85	10.0	0.799	93	10.0	0.798	104	9.0						
Kerr	0.789	49	8.4	0.765	58	8.0	0.764	69	8.0	0.763	80	8.0	0.764	91	8.0	0.768	104	8.4						
Kimble	0.775	42	8.2	0.758	53	7.6	0.753	66	7.6	0.757	75	7.6	0.772	88	7.6	0.768	100	8.2						
King	0.804	45	9.4	0.794	59	9.6	0.804	74	9.6	0.802	87	9.6	0.811	103	9.6	0.802	111	9.4						
Kinney	0.812	53	8.8	0.780	62	8.0	0.773	70	8.0	0.777	82	8.0	0.790	97	8.0	0.781	108	8.8						
Kleberg	0.826	72	9.4	0.794	79	8.7	0.764	81	8.7	0.761	93	8.7	0.739	96	8.7	0.731	99	9.4						
Knox	0.800	46	9.4	0.788	58	9.3	0.801	76	9.3	0.798	88	9.3	0.809	104	9.3	0.798	111	9.4						
Lamar	0.783	53	8.2	0.777	66	8.9	0.770	74	8.9	0.769	87	8.9	0.759	93	8.9	0.752	98	8.2						
Lamb	0.837	47	10.1	0.828	60	9.6	0.800	63	9.6	0.821	80	9.6	0.818	88	9.6	0.820	103	10.1						

EXHIBIT "B"







LEGEND

SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

ZONE A No base flood elevations determined

ZONE AH Base flood elevations determined

ZONE AO Flood depths of 1 to 3 feet (generally areas of ponding); base flood elevations determined

ZONE A99 Flood depths of 3 to 6 feet (generally areas of ponding); base flood elevations determined. For areas of shallow flooding, velocities also determined

ZONE V To be protected from 100-year flood by Federal flood protection systems under construction; no base flood elevations determined

ZONE VE Coastal flood with velocity hazard (wave activity); base flood elevations determined

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

ZONE X Areas of 500-year flood; areas of 100-year flood with average depths of 1 to 3 feet or with average depths less than 1 foot and areas protected by levees from 100-year flood

OTHER AREAS

ZONE X Areas determined to be outside 500-year floodplain

ZONE D Areas in which flood hazards are undetermined

UNDEVELOPED COASTAL BARRIERS

Coastal flood protection normally located within or adjacent to open water

Coastal Flood Protection

Floodplain Boundary

Floodway Boundary

Zone D Boundary

Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones

Base Flood Elevation Line (Elevation Foot)

513

Cross Section Line (EEL 507)

Base Flood Elevation in Feet Where Unknown (Water Zone)

RM 7

RM 15

River Mile

Revised by the National Geographic Society, October 1975

NOTES

This map was prepared in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from land drainage sources of which there are no known features within the Special Flood Hazard Area. The community map repository should be consulted for more detailed data on FEMA, and for any information on floodway elevations, prior to use of this map for property purchase or reconstruction purposes.

Areas of Special Flood Hazard (100-year flood) include Zones A, AE, A99, AH, AO, V, VE, and X.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures.

Boundaries of the floodway areas are computed at cross sections and are subject to change from time to time. The floodway areas are subject to change from time to time in response to requirements of the Federal Emergency Management Agency.

Floodway areas in some areas may be too narrow to show to scale. Refer to Floodway Data Table where floodway width is shown at 100-foot.

Coastal base flood elevations apply only to areas of 100-year flood and include the effects of wave action. These elevations may differ significantly from those developed by the National Hurricane Service for hurricane evacuation planning.

Corporate limits shown are current as of the date of this map. The user should consult appropriate community officials to determine if corporate limits have changed subsequent to the issuance of this map.

For additional panels, see separately printed Map Index.

MAP REPOSITORY

City of Escondido
1500 South 25th Street
Escondido, Texas 78542
(Map available for reference only; not for collection.)

INITIAL IDENTIFICATION

DATE: 1975

FLOOD HAZARD BOUNDARY MAP REVISIONS

FLOOD INSURANCE RATE MAP EFFECTIVE

JANUARY 2, 1981

FLOOD INSURANCE RATE MAP REVISIONS

DECEMBER 15, 1980

Map revised June 6, 2000 to update corporate limits, to add base flood elevations to 100-year and 500-year flood areas, to incorporate previously issued letters of map revision and to incorporate previously issued letters of map amendment.

To determine if flood insurance is available in this community, contact your insurance agent or call 1-800-368-7683.

SCALE 1" = 2000'

2000 0 2000

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0450 C

FIRM

FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS

(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER

480334 0450 C

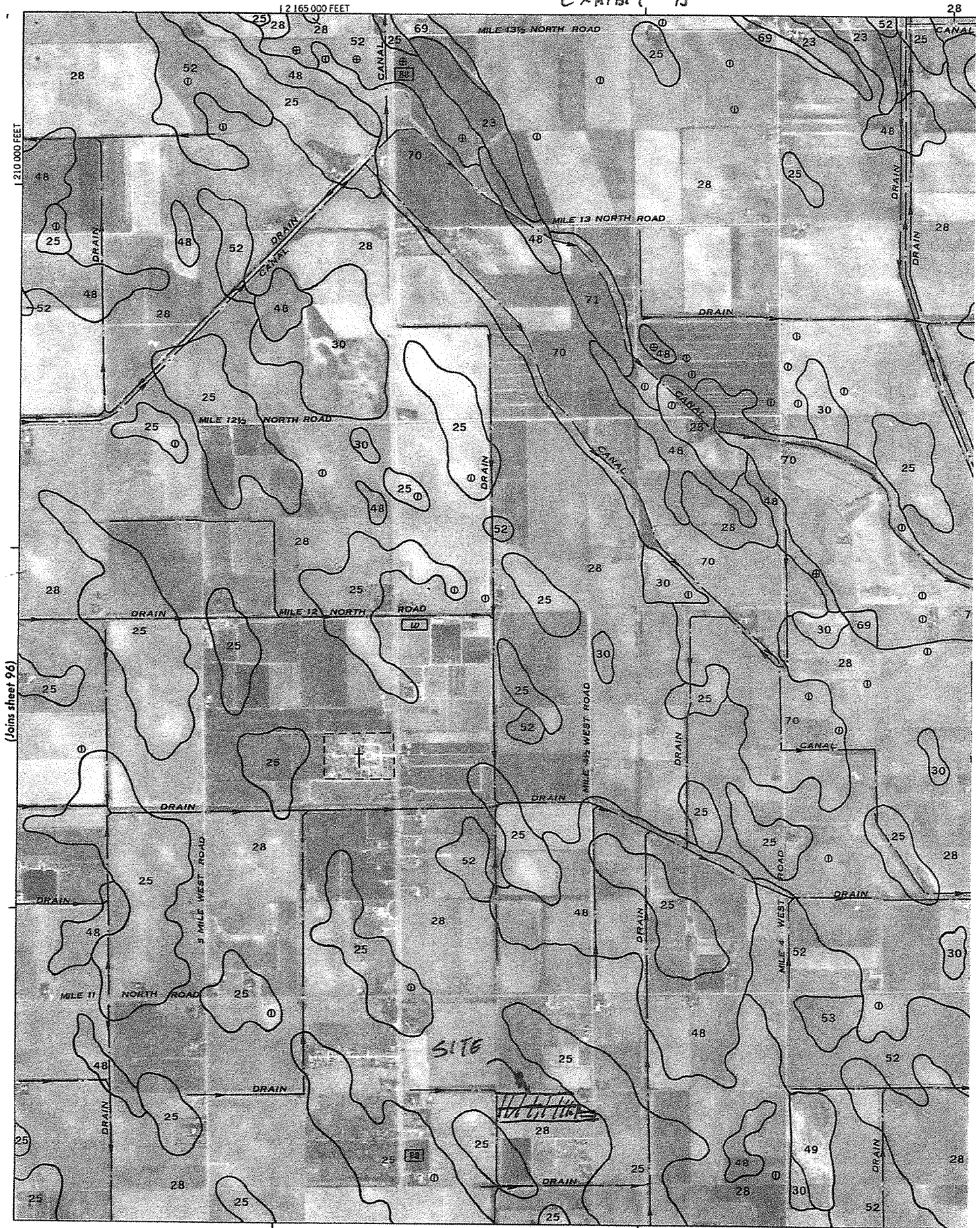
MAP REVISED:

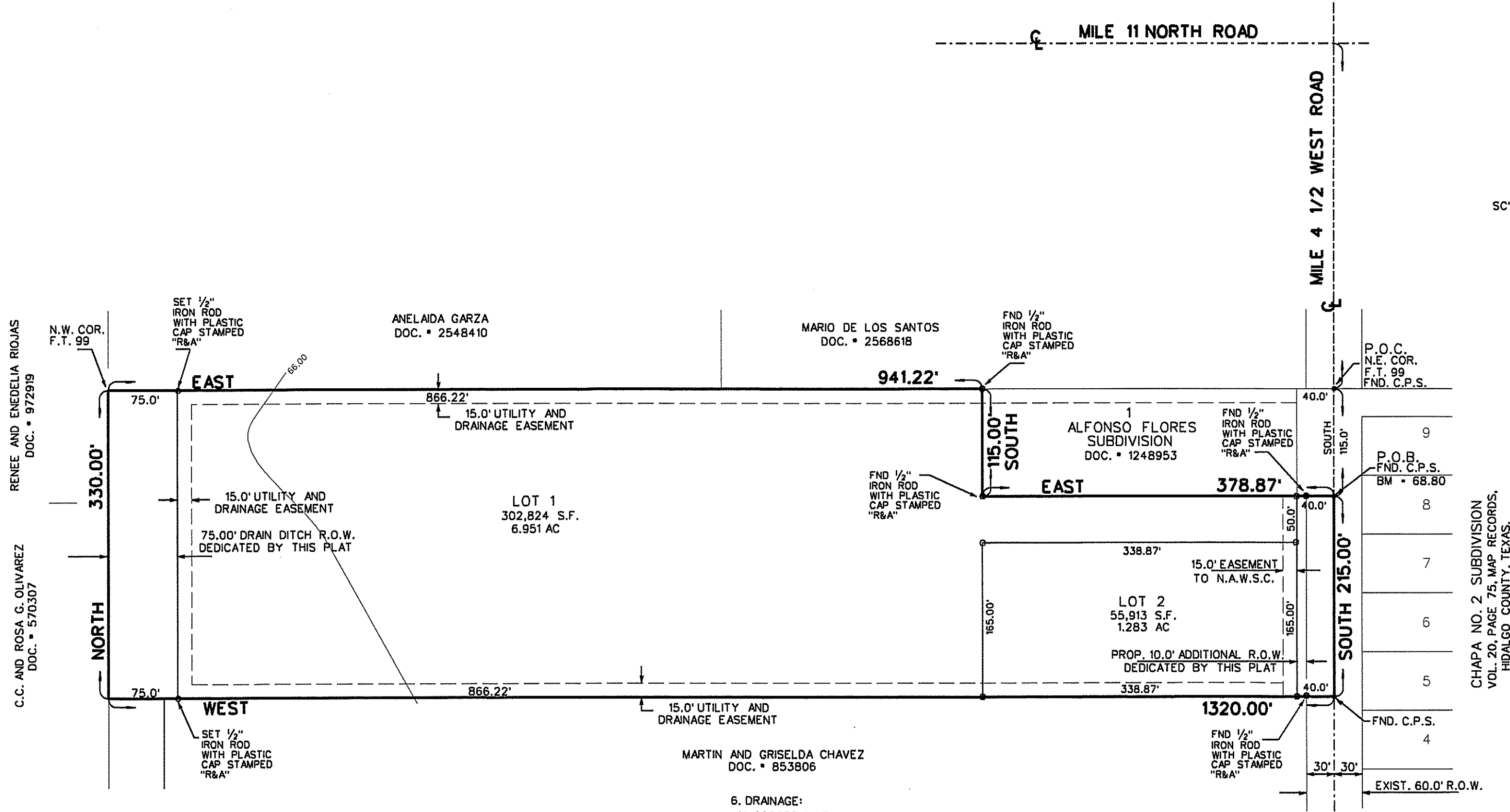
JUNE 6, 2000

REVISED TO REFLECT LOW

DATE: 10/10/00

Federal Emergency Management Agency





6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 32,271 CUBIC FEET (0.74 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITHIN THE LOTS.
LOT 1: 30,632 CF = 0.70 AC-FT
LOT 2: 1,639 CF = 0.04 AC-FT
THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPROVEMENTS BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

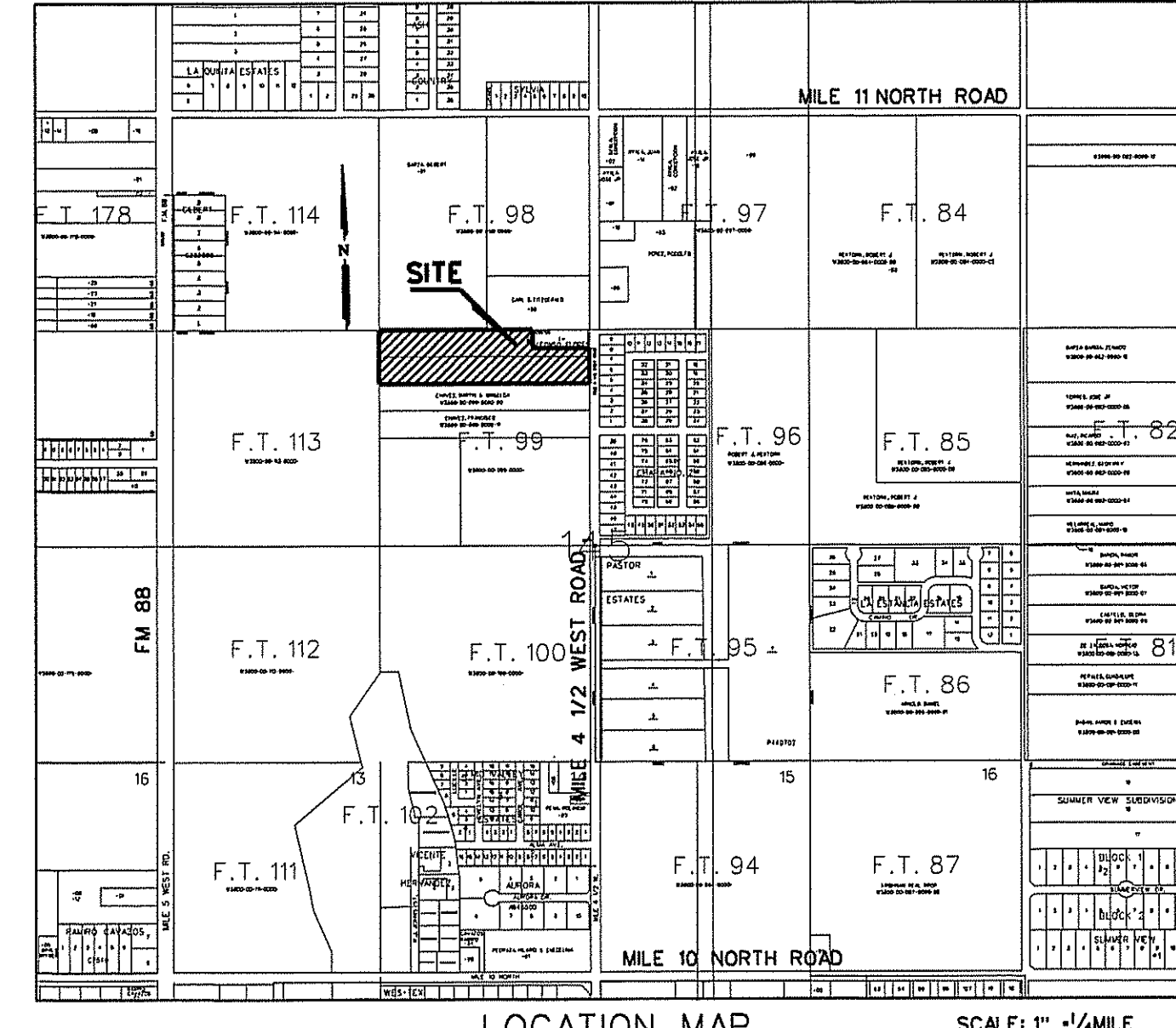
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.

9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL, USE, AND MULTI-FAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXPERTS AS PER THE HIDALGO COUNTY MODEL SEWAGE TREATMENT PLANT SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY OF A LOT.
F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:

1. ANCHORING OF SEPTIC TANK(S)
 2. BACK FLOW VALVES
 3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
11. ALFONSO AND MARIA ELENA FLORES, THE OWNERS & SUBDIVIDERS OF M. A. SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SEWAGE TREATMENT PLANT SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
14. THE PURCHASE OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL A DRIVEWAY CULVERT REINFORCE CONCRETE PIPE NO LESS THAN 15 INCH IN DIAMETER AND 24 FEET IN LENGTH.
15. 4.0" CONC. SIDEWALK WILL BE CONSTRUCTED AT THE TIME OF BUILDING PERMIT PHASE, ALONG THE EAST SIDE OF BLACK STREET
16. A STREET LIGHT WILL BE REQUIRED AT THE TIME OF BUILDING PERMIT



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
M. A. SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1 ON THE EAST SIDE OF MILE 4 1/2 WEST ROAD, AND ON THE WEST SIDE OF MILE 4 1/2 WEST ROAD, 1,435.00 FEET SOUTH OF MILE 11 NORTH ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO. ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 37,791/ 2015 CENSUS), M. A. SUBDIVISION LIES APPROXIMATELY 1.2 MILES FROM THE CITY LIMITS OF WESLACO AND LIES WITHIN THE CITY'S 3.5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
ALFONSO FLORES	RT 9 BOX 270-16	WESLACO, TEXAS	(956) 463-6929
MARIA ELENA FLORES	526 N. 5TH ST.	DONNA, TX 78537	(956) 784-0218
ENGINEER: GUILLERMO A. ARRATIA, P.E.	107 W. HUISACHE ST.	WESLACO, TEXAS 78596	956-968-2422
SURVEYOR: REYNALDO ROBLES			

M. A. SUBDIVISION

A 9.00 ACRE TRACT OF LAND OUT OF FARM TRACT 99, BLOCK 145, WEST TRACT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS
A 9.00 ACRE TRACT OF LAND OUT FARM TRACT 99, BLOCK 145, WEST TRACT SUBDIVISION ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE EAST LINE OF FARM TRACT 99 AND IN THE CENTERLINE OF MILE 4 1/2 WEST ROAD FOR THE NORTHEAST CORNER OF THIS TRACT; SAID COTTON PICKER SPINDLE BEARS SOUTH, 115.00 FROM THE NORTHEAST CORNER OF THIS TRACT:

THENCE: SOUTH, ALONG THE EAST LINE OF FARM TRACT 99 AND THE CENTERLINE OF MILE 4 1/2 WEST ROAD, A DISTANCE OF 215.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT:

THENCE: WEST, PASSING A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "R&A" FOUND AT 30.00 FEET FOR THE WEST R.O.W. LINE OF MILE 4 1/2 WEST ROAD, PASSING A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "R&A" FOUND AT 1260.00 FEET FOR THE EAST LINE OF A DRAIN DITCH R.O.W., A TOTAL DISTANCE OF 1320.00 FEET TO A POINT ON THE WEST LINE OF FARM TRACT 99, FOR THE SOUTHEAST CORNER OF THIS TRACT

THENCE: NORTH, ALONG THE WEST LINE OF FARM TRACT 99, A DISTANCE OF 330.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT

THENCE: EAST, PASSING A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "R&A" FOUND AT 60.00 FEET FOR THE EAST LINE OF SAID DRAIN DITCH R.O.W., A TOTAL DISTANCE OF 941.22 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "R&A" FOR AN EXTERIOR CORNER OF THIS TRACT:

THENCE: SOUTH, A DISTANCE OF 115.00 TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "R&A" FOUND FOR AN INTERIOR CORNER OF THIS TRACT:

THENCE: EAST, PASSING A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "R&A" FOUND AT 30.00 FEET FOR THE WEST R.O.W. LINE OF MILE 4 1/2 WEST ROAD, A TOTAL DISTANCE 378.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.00 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF THE DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTEE FURTHER GRANTS TO GRANTOR AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HERBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTEE BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTEE CONVEYANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2017

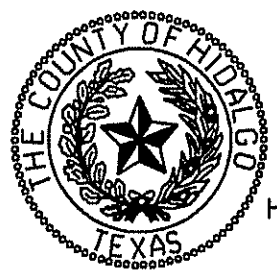
OWNER: ALFONSO FLORES
RT 9 BOX 270-16
WESLACO, TEXAS 78596

OWNER: MARIA ELENA FLORES
RT 9 BOX 270-16
WESLACO, TEXAS 78596

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS _____ DAY OF _____, 2017

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID No. 9 RIGHTS-OF-WAY AND/ OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. No. 9
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID No. 9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WILL HCCID No. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.
4. HCCID No. 9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER
HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF M. A. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2017.

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

HIDALGO COUNTY JUDGE _____ DATE _____
ATTEST: _____
HIDALGO COUNTY CLERK _____ DATE _____

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
WE ALFONSO AND MARIA ELENA FLORES, OWNER OF THE 9.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "M.A. SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: ALFONSO FLORES
RT 9 BOX 270-16
WESLACO, TEXAS 78596

OWNER: MARIA ELENA FLORES
RT 9 BOX 270-16
WESLACO, TEXAS 78596

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ALFONSO AND MARIA ELENA FLORES PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2017

NOTARY PUBLIC, FOR THE STATE OF TEXAS

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODES § 49.21(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

I, THE UNDERSIGNED, THE MAYOR OF THE CITY OF WESLACO, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO DATE _____ CITY SECRETARY DATE _____

THIS SUBDIVISION PLAT OF M.A. SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WESLACO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, 2017 A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF M. A. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE _____

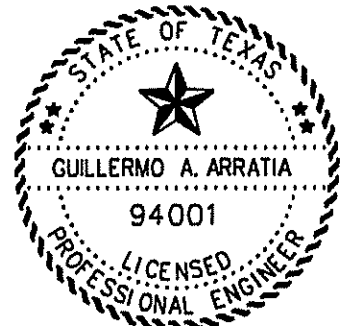
STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR # 4032
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS 78596
PH. 956-968-2422

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS 78537



INDEX TO SHEET OF M. A. SUBDIVISION	
HEADING	INDEX
PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.C.I.D. No. 9 CERTIFICATION; H.C.C.I.D. No. 9 CERTIFICATE OF APPROVAL; REVISION NOTES; WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION); INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS	
SHEET 1	
SHEET 2	



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1224
From: Mardoqueo Hinojosa		
Subject: Discussion and consideration to approve final payment to Castle Enterprises for the Sugarcane Drive Detention Pond Project for an amount not to exceed \$21,144.90 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: The Sugarcane Drive Detention Project has been completed. A deduction of \$9,658.40 was applied to the contract, as a line item for Vegetative Watering was reduced as a result of irrigation system being in place, as part of City's additional contract with DDI.		
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 Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Final Invoice		
Responsibilities upon Approval: Staff will issue final payment and close project.		

Castle Enterprises, LLC
2210 Marro Road
Monte Alto, TX 78538
Tel: (956) 743-5417
Fax: (956) 743-5419



Friday, September 1, 2017

Mardoqueo Hinojosa, PE
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596

Reference: Pay Application #3 (Final)
Project Name: City of Weslaco Sugarcane Drive Detention Pond

Mr. Hinojosa,

Please see attached Invoice #3 in the amount of \$21,144.90 for the above referenced project. If you have any questions or should require additional information do not hesitate to contact me.

Respectively,

A handwritten signature in dark ink that reads "Linda Castillo". The signature is fluid and cursive, with the first name "Linda" and last name "Castillo" clearly distinguishable.

Linda Castillo, Owner
linda.castleenterprises@gmail.com

**City of Weslaco
Sugarcane Drive
Detention Pone**

REQUEST FOR PAYMENT

City/Precinct: City of Weslaco
Project Name: Sugarcane Drive Detention Pond
Contractor: Castle Enterprises, LLC
Address: 2210 Marro Road
City/State & Zip: Monte Alto, TX 78538

Account Number: _____

Date: 09/01/2017

Request for Payment No: 3 (FINAL)

Original Contract Amount	\$ <u>125,728.54</u>
Net Changes by Change Orders	\$ <u>-9,658.40</u>
Total Contract Amount to Date	\$ <u>116,070.14</u>

Estimated % Project Completion to Date: <u>100%</u>	
Total Completed to Date	\$ <u>116,070.14</u>
Add: Materials on Hand (verified by Engineer)	\$ <u>0</u>
Total Contract Earned	\$ <u>116,070.14</u>
Less: Retainage 10%	\$ <u>0</u>
Net Contract Earned	\$ <u>116,070.14</u>
Less: Previous Request for Payments	\$ <u>94,925.24</u>
Total Amount Due This Request	\$ <u>21,144.90</u>

Please accept the **ATTACHED** contractor's invoice as supporting documentation for this request for payment.

The project is on schedule as per contract time allowed.



Prepared by (Contractor)

09/01/2017

Date

Linda Castillo

Print Name

Approved by (City)

Date

Print Name

Approved by (Engineer)

Date

Print Name

THANK YOU FOR YOUR BUSINESS!

Item	Unit	Qty	Unit Cost	Total Item Price	Pay Application No. 1		Pay Application No. 2		Pay Application No. 3	
					% Complete	Total Amount	% Complete	Total Amount	% Complete	Total Amount
SUGARCANE DRIVE DETENTION POND										
EXCAVATION (CHANNEL)	CY	16165	\$ 4.78	\$ 77,268.70	97%	\$ 74,950.64	100%	\$ 77,268.70	100%	\$ 77,268.70
EMBANKMENT (FINAL)(EXCAVATED MATERIAL)	CY	260	\$ 8.15	\$ 2,119.00	0%	\$ -	100%	\$ 2,119.00	100%	\$ 2,119.00
DRILL SEEDING (PERM)(RURAL)(CLAY)	SY	40558	\$ 0.35	\$ 14,195.30	0%	\$ -	50%	\$ 7,097.65	100%	\$ 14,195.30
VEGETATIVE WATERING	MG	1280	\$ 10.28	\$ 13,158.40	0%	\$ -	0%	\$ -	27%	\$ 3,500.00
RIPRAP (CONC)(4 IN)	CY	11.5	\$ 269.49	\$ 3,099.14	0%	\$ -	100%	\$ 3,099.14	100%	\$ 3,099.14
RC PIPE (CL III)(24 IN)	LF	30	\$ 54.04	\$ 1,621.20	0%	\$ -	100%	\$ 1,621.20	100%	\$ 1,621.20
INLET (COMPL)(TY 5)(MOD)	EA	1	\$ 2,990.00	\$ 2,990.00	0%	\$ -	100%	\$ 2,990.00	100%	\$ 2,990.00
ADJ INLET (CONNECT 24" RCP)	EA	1	\$ 910.00	\$ 910.00	0%	\$ -	100%	\$ 910.00	100%	\$ 910.00
CONSTRUCTION EXITS (INSTALL)(TY 2)	SY	78	\$ 15.60	\$ 1,216.80	100%	\$ 1,216.80	100%	\$ 1,216.80	100%	\$ 1,216.80
CONSTRUCTION EXITS (REMOVE)	SY	78	\$ 2.60	\$ 202.80	0%	\$ -	100%	\$ 202.80	100%	\$ 202.80
TEMP SEDMT CONT FENCE (INSTALL)	LF	2420	\$ 2.21	\$ 5,348.20	100%	\$ 5,348.20	100%	\$ 5,348.20	100%	\$ 5,348.20
TEMP SEDMT CONT FENCE (REMOVE)	LF	2420	\$ 0.95	\$ 2,299.00	0%	\$ -	100%	\$ 2,299.00	100%	\$ 2,299.00
MOBILIZATION	LS	1	\$ 1,300.00	\$ 1,300.00	100%	\$ 1,300.00	100%	\$ 1,300.00	100%	\$ 1,300.00
TOTAL CONTRACT AMOUNT:	\$			125,728.54	Subtotal	\$ 82,815.64	Subtotal	\$ 105,472.49	Subtotal	\$ 116,070.14
CONTRACT DEDUCT:	\$			(9,658.40)	Retainage	\$ 8,281.56	Retainage	\$ 10,547.25	Retainage	\$ -
TOTAL CONTRACT AMOUNT TO DATE:	\$			116,070.14	Total Due	\$ 74,534.08	Total Due	\$ 20,391.16	Total Due	\$ 21,144.90
PERCENT COMPLETE:			100%							



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1235
From: Mardoqueo Hinojosa		
Subject: Discussion and consideration to approve final payment for DDI, Doug's Drip Irrigation and Sprinklers for an amount not to exceed \$3,647.20 for the irrigation system installed for the Sugarcane Drive Detention Pond and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code and Enforcement)		
Background: DDI, Doug's Drip Irrigation was awarded his contract after the completion of the Sugarcane Drive Road Improvement Project. The project was delayed upon request to expand and regrade of detention pond. As detention pond was project was getting completed, irrigation system was installed, as part of City's contract with Weslaco Independent School District.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Mardoqueo Hinojosa	Created/Initiated	
Mardoqueo Hinojosa	Approved	
Mike Perez	Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Final Invoice		
Responsibilities upon Approval: Staff will finalize contract.		

DDI

26162 FM 506
LAFERIA, TX 78559

Invoice

Date	Invoice #
9/8/2017	74

Bill To
CITY OF WESLACO 525 S. KANSAS WESLACO, TX 78596

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	INSTALL AUTOMATIC SPRINKLER SYSTEM FOR RENTENTION AREA, RFQ 2014-15-07 COMPLETE	3,647.20	3,647.20
		Total	\$3,647.20



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1092	
From:			
Subject: Discussion and consideration to award the best qualified, most advantageous response to the Request for Proposals for the City of Weslaco Group Health Insurance (RFP No. 2016-17-28) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources.)			
Background: Health Insurance Policy			
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):			
Claudia Galnares Veronica Ramirez Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approval as recommended by consultant.			
Staff Recommendation: Staff concurs with consultant recommendation.			
Attachments, if any: Group Health Insurance			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

DATE: September 14, 2017

TO: Mayor and City Commission

CC: Mike Perez, City Manager

FROM:  Veronica Ramirez, Human Resources Director

Subject: Group Health

On August 22, 2017 the council authorized staff to solicit proposals for Group Health. Attached please find evaluation spreadsheets, brief descriptions of the outline of benefits that were evaluated along with supporting information (attached spreadsheets), and recommendations by Roger Garza, LUTCF & LHIC of Valley Risk Consulting Services to award Blue Cross Blue Shield. Staff concurs with VRC recommendation.

Memorandum

To: Mike Perez, City Manager

CC: Veronica Ramirez, Human Resources/Civil Services Director

From: Roger Garza, LUTCF, LHIC
Senior Consultant

Date: 9/14/2017

Re: RFP #2017-028: Fully Funded Group Health Insurance

The City of Weslaco solicited Request for Proposals for Fully Funded Group Health Insurance under RFP # 2016-17-28 Fully Funded Group Health Insurance with an option for self-funded plan. Local and national media via electronic services was used in this process. Proposals were due on the September 6, 2017. Only one fully funded proposal was received at the city's administration office. The proposal submitted for fully funded option was from Blue Cross and Blue Shield (BCBS). The incumbent Allegian did not submit since they were recently acquired by BCBS. There were two other proposals received for self-funded options from Assured Benefit Administration and Frates Benefit Administration.

Fully Funded Option:

The proposal from BCBS was reviewed and evaluated. The fully funded proposal from BCBS provided an 8.95 % increase in premiums as compared to current year. This includes both the HMO and PPO options as specified. Office visit and pharmacy co-pays remained the same as current year. As noted in attachment, co-insurance decreased from 85% to 80%, deductibles for individual and family remained the same, while out of pocket costs for individuals and family increased from \$3,000/\$6,000 to \$4,500/\$9,000, respectfully for HMO. The PPO option also had the same except the out of pocket costs increasing from \$3,000/\$6,000 for in-network to \$5,500/\$11,000, for individual and family, respectfully. The out of pocket costs for out of network also increased from \$6,000/\$12,000 to \$15,000/\$30,000 for individual and family, respectfully.

Self-Funded Option:

The self-funded proposals were tabulated and reviewed but offered no benefit cost to the City. The fixed costs and risk exposure exceed the benefit to the city at this time. See attachments.

Recommendation:

Based on the comparison of all offers from fully funded and self-funded options proposed, the fully funded proposal from Blue Cross and Blue Shield provides the best value to the City. The increase of 8.95 percent and increase out of pocket costs still provide reasonable rates for employees and the City of Weslaco for budgeting purposes. Based on the supporting attachments, Blue Cross and Blue Shield offers the best value to the City of Weslaco and its employees. **VRC recommends an award to Blue Cross and Blue Shield.**

Summary of Comparative Cost
RFP #2016-17-28 Group Health (Fully-Insured)
Review Date: 9/13/17

Source: RFP # 2016-17-28 Group Health (Fully-Insured)
Prepared by: Valley Risk Consulting

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-28 Group Health (Self-Insured)
Review Date: 9/7/17

Company	Assured Benefit Admin.		Assured Benefit Admin.		Assured Benefit Admin.		Assured Benefit Admin.	
Office Location	Dallas, TX		Dallas, TX		Dallas, TX		Dallas, TX	
Contact	Peter Moorman		Peter Moorman		Peter Moorman		Peter Moorman	
Rate Guarantee	1 year		1 year		1 year		1 year	
Stop Loss Carrier	PartnerRe		PartnerRe		American National		American National	
Specific Deductible	\$75,000		\$100,000		\$75,000		\$100,000	
Contract	12/12		12/12		12/12		12/12	
	Med & RX		Med & RX		Med & RX		Med & RX	
<u>Specific Rates</u>	Rate	Annual Total	Rate	Annual Total	Rate	Annual Total	Rate	Annual Total
Single	\$84.13	\$17,330.78	\$62.52	\$12,879.12	\$60.08	\$12,376.48	\$49.06	\$10,106.36
Family	\$206.11	\$21,847.66	\$153.16	\$16,234.96	\$129.18	\$13,693.08	\$103.35	\$10,955.10
Aggregate Premium	\$7.19	\$2,243.28	\$7.19	\$2,243.28	\$4.85	\$1,513.20	\$5.73	\$1,787.76
Administration Fees	\$20.95	\$6,536.40	\$20.95	\$6,536.40	\$20.95	\$6,536.40	\$20.95	\$6,536.40
PPO Network Fee	\$7.50	\$2,340.00	\$7.50	\$2,340.00	\$7.50	\$2,340.00	\$7.50	\$2,340.00
Utilization Review	\$2.50	\$780.00	\$2.50	\$780.00	\$2.50	\$780.00	\$2.50	\$780.00
Cobra Fee	\$1.50	\$468.00	\$1.50	\$468.00	\$1.00	\$312.00	\$1.00	\$312.00
Annual Total	\$618,553.44		\$497,781.12		\$450,613.92		\$393,811.44	
<u>Aggregate Rate</u>	Med & RX		Med & RX		Med & RX		Med & RX	
	Rate	Annual Total	Rate	Annual Total	Rate	Annual Total	Rate	Annual Total
Single	\$313.78	\$64,638.68	\$326.08	\$67,172.48	\$357.31	\$73,605.86	\$369.66	\$76,149.96
Family	\$768.77	<u>\$81,489.62</u>	\$798.90	<u>\$84,683.40</u>	\$837.19	<u>\$88,742.14</u>	\$866.62	<u>\$91,861.72</u>
	\$1,753,539.60		\$1,822,270.56		\$1,948,176.00		\$2,016,140.16	
Annual Combined	\$2,372,093.04		\$2,320,051.68		\$2,398,789.92		\$2,409,951.60	

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-28 Group Health (Self-Insured)
Review Date: 9/7/17

Company	Frates Benefit Admin.		Frates Benefit Admin.		Frates Benefit Admin.	
Office Location	Oklahoma City, OK		Oklahoma City, OK		Oklahoma City, OK	
Contact	Rick Franklin		Rick Franklin		Rick Franklin	
Rate Guarantee	1 year		1 year		1 year	
Stop Loss Carrier	Gerber Life		Gerber Life		Gerber Life	
Specific Deductible	\$50,000		\$100,000		\$150,000	
Contract	12/12		12/12		12/12	
	Med & RX		Med & RX		Med & RX	
Specific Rates	Rate	Annual Total	Rate	Annual Total	Rate	Annual Total
Employee	\$116.97	\$24,095.82	\$78.48	\$16,166.88	\$56.70	\$11,680.20
Employee+ Spouse	\$229.01	\$5,496.24	\$152.03	\$3,648.72	\$108.48	\$2,603.52
Employee + Children	\$206.60	\$47,311.40	\$137.02	\$31,377.58	\$98.12	\$22,469.48
Employee + Family	\$313.04	\$29,738.80	\$207.19	\$19,683.05	\$147.31	\$13,994.45
Aggregate Premium	\$0.75	\$415.50	\$0.97	\$537.38	\$1.47	\$814.38
Administration Fees	\$19.00	\$10,526.00	\$19.00	\$10,526.00	\$19.00	\$10,526.00
PPO Network Fee	\$5.00	\$2,770.00	\$5.00	\$2,770.00	\$5.00	\$2,770.00
Utilization Review	\$2.25	\$1,246.50	\$2.25	\$1,246.50	\$2.25	\$1,246.50
Cobra Fee	\$1.00	\$554.00	\$1.00	\$554.00	\$1.00	\$554.00
Annual Total		\$1,465,851.12		\$1,038,121.32		\$799,902.36
Aggregate Rate		Med & RX		Med & RX		Med & RX
	Rate	Annual Total	Rate	Annual Total	Rate	Annual Total
Employee	\$300.72	\$61,948.32	\$340.91	\$70,227.46	\$360.14	\$74,188.84
Employee+ Spouse	\$601.43	\$14,434.32	\$681.82	\$16,363.68	\$720.30	\$17,287.20
Employee + Children	\$541.30	\$123,957.70	\$613.64	\$140,523.56	\$648.27	\$148,453.83
Employee + Family	\$826.97	\$78,562.15	\$937.50	\$89,062.50	\$990.40	\$94,088.00
		\$3,346,829.88		\$3,794,126.40		\$4,008,214.44
Annual Combined		\$4,812,681.00		\$4,832,247.72		\$4,808,116.80

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-28 Group Health (Self-Insured)
Review Date: 9/7/17

Company	Frates Benefit Admin.		Frates Benefit Admin.		Frates Benefit Admin.	
Office Location	Oklahoma City, OK		Oklahoma City, OK		Oklahoma City, OK	
Contact	Rick Franklin		Rick Franklin		Rick Franklin	
Rate Guarantee	1 year		1 year		1 year	
Stop Loss Carrier	Gerber Life		Gerber Life		Gerber Life	
Specific Deductible	\$50,000		\$100,000		\$150,000	
Contract	12/15		12/15		12/15	
	Med & RX		Med & RX		Med & RX	
Specific Rates	Rate	Annual Total	Rate	Annual Total	Rate	Annual Total
Employee	\$139.92	\$28,823.52	\$93.55	\$19,271.30	\$67.30	\$13,863.80
Employee+ Spouse	\$274.90	\$6,597.60	\$182.16	\$4,371.84	\$129.68	\$3,112.32
Employee + Children	\$247.91	\$56,771.39	\$164.44	\$37,656.76	\$117.20	\$26,838.80
Employee + Family	\$376.14	\$35,733.30	\$248.62	\$23,618.90	\$176.46	\$16,763.70
Aggregate Premium	\$0.75	\$415.50	\$1.18	\$653.72	\$1.79	\$991.66
Administration Fees	\$19.00	\$10,526.00	\$19.00	\$10,526.00	\$19.00	\$10,526.00
PPO Network Fee	\$5.00	\$2,770.00	\$5.00	\$2,770.00	\$5.00	\$2,770.00
Utilization Review	\$2.25	\$1,246.50	\$2.25	\$1,246.50	\$2.25	\$1,246.50
Cobra Fee	\$1.00	\$554.00	\$1.00	\$554.00	\$1.00	\$554.00
Annual Total		\$1,721,253.72		\$1,208,028.24		\$920,001.36
Aggregate Rate		Med & RX		Med & RX		Med & RX
	Rate	Annual Total	Rate	Annual Total	Rate	Annual Total
Employee	\$357.40	\$73,624.40	\$415.19	\$85,529.14	\$438.62	\$90,355.72
Employee+ Spouse	\$714.81	\$17,155.44	\$830.38	\$19,929.12	\$877.23	\$21,053.52
Employee + Children	\$643.33	\$147,322.57	\$747.33	\$171,138.57	\$789.51	\$180,797.79
Employee + Family	\$982.85	\$93,370.75	\$1,141.77	\$108,468.15	\$1,206.19	\$114,588.05
		\$3,977,677.92		\$4,620,779.76		\$4,881,540.96
Annual Combined		\$5,698,931.64		\$5,828,808.00		\$5,801,542.32

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-28 Group Health (Self-Insured)
Review Date: 9/7/17

Company	Frates Benefit Admin.			Frates Benefit Admin.			Frates Benefit Admin.		
Office Location	Oklahoma City, OK			Oklahoma City, OK			Oklahoma City, OK		
Contact	Rick Franklin			Rick Franklin			Rick Franklin		
Rate Guarantee	1 year			1 year			1 year		
Stop Loss Carrier	Referenced Based Pricing			Referenced Based Pricing			Referenced Based Pricing		
Specific Deductible	Atlantic Specialty Insurance			Atlantic Specialty Insurance			Atlantic Specialty Insurance		
Contract	\$50,000			\$100,000			\$150,000		
	12/12			12/12			12/12		
	Med & RX			Med & RX			Med & RX		
Specific Rates	Rate	Annual Total		Rate	Annual Total		Rate	Annual Total	
Composite	\$88.83	\$49,211.82		\$61.83	\$34,253.82		\$44.73	\$24,780.42	
Employee+ Spouse	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Employee + Children	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Employee + Family	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Aggregate Premium	\$1.17	\$648.18		\$2.18	\$1,207.72		\$3.02	\$1,673.08	
Administration Fees	\$19.00	\$10,526.00		\$19.00	\$10,526.00		\$19.00	\$10,526.00	
PPO Network Fee	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Utilization Review	\$15.00	\$8,310.00		\$15.00	\$8,310.00		\$15.00	\$8,310.00	
Cobra Fee	\$1.00	\$554.00		\$1.00	\$554.00		\$1.00	\$554.00	
Annual Total		\$831,000.00			\$658,218.48			\$550,122.00	
Aggregate Rate		Med & RX			Med & RX			Med & RX	
Compsite	\$474.72	\$262,994.88		\$499.83	\$276,905.82		\$519.11	\$287,586.94	
Employee+ Spouse	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Employee + Children	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Employee + Family	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
		\$3,155,938.56			\$3,322,869.84			\$3,451,043.28	
Annual Combined		\$3,986,938.56			\$3,981,088.32			\$4,001,165.28	

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-28 Group Health (Self-Insured)
Review Date: 9/7/17

Company	Frates Benefit Admin.			Frates Benefit Admin.	Frates Benefit Admin.	Frates Benefit Admin.
Office Location	Oklahoma City, OK			Oklahoma City, OK	Oklahoma City, OK	Oklahoma City, OK
Contact	Rick Franklin			Rick Franklin	Rick Franklin	Rick Franklin
Rate Guarantee	1 year			1 year	1 year	1 year
Stop Loss Carrier	Referenced Based Pricing			Referenced Based Pricing	Referenced Based Pricing	Referenced Based Pricing
Specific Deductible	Atlantic Specialty Insurance			Atlantic Specialty Insurance	Atlantic Specialty Insurance	Atlantic Specialty Insurance
Contract	\$50,000			\$100,000	\$150,000	
	12/15			12/15	12/15	
	Med & RX			Med & RX	Med & RX	Med & RX
Specific Rates	Rate	Annual Total		Rate	Annual Total	
Composite	\$117.44	\$65,061.76		\$73.03	\$40,458.62	
Employee+ Spouse	\$ -	\$ -		\$ -	\$ -	
Employee + Children	\$ -	\$ -		\$ -	\$ -	
Employee + Family	\$ -	\$ -		\$ -	\$ -	
Aggregate Premium	\$1.29	\$714.66		\$2.57	\$1,423.78	
Administration Fees	\$19.00	\$10,526.00		\$19.00	\$10,526.00	
PPO Network Fee	\$ -	\$ -		\$ -	\$ -	
Utilization Review	\$15.00	\$8,310.00		\$15.00	\$8,310.00	
Cobra Fee	\$1.00	\$554.00		\$1.00	\$554.00	
Annual Total		\$1,021,997.04			\$735,268.80	
Aggregate Rate		Med & RX			Med & RX	
Compsite	\$522.05	\$289,215.70		\$590.99	\$327,408.46	
Employee+ Spouse	\$ -	\$ -		\$ -	\$ -	
Employee + Children	\$ -	\$ -		\$ -	\$ -	
Employee + Family	\$ -	\$ -		\$ -	\$ -	
		\$3,470,588.40			\$3,928,901.52	
Annual Combined		\$4,492,585.44			\$4,664,170.32	
					\$604,835.04	
					\$340,034.12	
					\$4,080,409.44	
					\$4,685,244.48	

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-28 Group Health (Stop Loss Only)
Review Date: 9/7/17

<u>General</u>		Assured Benefit Admin.	Assured Benefit Admin.	SA Benefits Services	SA Benefits Services
Insurance Carrier		Peter Moormon	Peter Moormon	Peter Moormon	Peter Moormon
Contact Person		American National Life	American National Life	Partner RE	Partner RE
MGU					
<u>Stop Loss Coverage</u>		<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>
		Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Contract Basis		12/12	12/12	12/12	12/12
Annual Deductible	\$	75,000	100,000	75,000	100,000
Aggregated Deductible		N/A	N/A	N/A	N/A
Max. Annual Reimbursement		Unlimited	Unlimited	Unlimited	Unlimited
Max. Lifetime Reimbursement		Unlimited	Unlimited	Unlimited	Unlimited
Specific Rates					
Single	\$	51.07	41.70	71.51	53.14
Family	\$	109.80	87.59	175.19	130.19
Total	\$	265,910.64	214,496.88	399,614.40	296,963.76
Total Annual Stop Loss Premium	\$	265,911	214,497	399,614	296,964
		Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Aggregate Contract Basis		12/12	12/12	12/12	12/12
Aggregate Max. Indemnity	\$	1,000,000	1,000,000	1,000,000	1,000,000
Aggregate Corridor		125%	125%	125%	125%
Aggregate Rate	\$	4.54	5.42	6.11	6.11
Aggregate Premium	\$	16,997.76	20,292	22,876	22,876
Single	\$	357.31	369.66	313.78	326.08
Family	\$	837.19	866.62	768.77	798.90
Max. Claim Liability	\$	1,948,176	2,016,140	1,753,540	1,822,271
Max. Plan Liability	\$	2,231,084	2,250,930	2,176,030	2,142,110



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1215	
From:			
Subject: Discussion and consideration to award the best qualified, most advantageous response to the Request for Proposals for the City of Commercial Package (RFP No. 2016-17-30) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources.)			
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):			
Claudia Galnares Veronica Ramirez Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approval as recommended by consultant.			
Staff Recommendation: Staff concurs with consultant recommendation.			
Attachments, if any: Commercial Package Tabulations			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

DATE: September 14, 2017

TO: Mayor and City Commission

CC: Mike Perez, City Manager

FROM:  Veronica Ramirez, Human Resources Director

Subject: Commercial Package

On August 22, 2017 the council authorized staff to solicit proposals of the Commercial Package. Attached please find evaluation spreadsheets that were evaluated along with supporting information (attached spreadsheets), and recommendations by Roger Garza, LUTCF & LHIC of Valley Risk Consulting Services. Staff concurs with VRC recommendation.

Memorandum

To: Mike Perez, City Manager

CC: Veronica Ramirez, Human Resources/Civil Services Director

From: Roger Garza, LUTCF, LHIC
Senior Consultant

Date: 09/14/2017

Re: **RFP# 2016-17-30 Commercial Package**

Justification: The City of Weslaco solicited proposals for Property & Casualty Insurance under RFP # 2016-17-30. There were two proposals received that included the incumbent Texas Municipal League Intergovernmental Risk Pool (TML) and Montalvo Insurance Agency. Attached are the tabulations of both proposals received. Montalvo Insurance Agency only submitted proposals for Property & Casualty, Boiler & Machinery, Mobile Equipment, Non-Commercial Aviation and Professional & General Liability for Fire Department, EMS. TML submitted all lines of coverage. This reflects a decrease in premium of 15.5 % or \$53,017 reduction in premium compared to current year.

Recommendation: Based on summary attached, Valley Risk Consulting recommends awarding all lines of coverages below to **Texas Municipal League Intergovernmental Risk Pool (TML)**:

Coverages

Property
Boiler & Machinery
Mobile Equipment
General Liability
Auto Liability & Physical Damage
Public Official Errors' & Omissions
Law Enforcement Liability
Non-Commercial Aviation
Public Employee Dishonesty

City of Weslaco

Summary of Comparative Cost
RFP # 2016-17-30 Commercial Package
Review Date: September 13, 2017

Recommended

Company Office Location Contact Person		Texas Municipal League Intergovernmental Risk Pool		Montalvo Insurance Agency		
		Austin, TX Angela R. Mattress		Weslaco, TX Ramon Montalvo		
Property	Limit	Deductible	Annual Premium	Limit	Deductible	Annual Premium
Real & Personal Property	\$83,360,538	\$10,000	\$157,987	Not Specified in Proposal	\$50,000	\$230,963
Wind & Hail Occurrence		\$25,000	\$151,000			
Flood & Earthquake		\$50,000	\$142,073			
Boiler & Machinery	\$1,000,000	\$1,000	Included	Not Specified in Proposal	\$50,000	Included
Expediting Expenses	\$50,000	\$1,000	Included			
Hazardous Substance & Pollution	\$50,000	\$1,000	Included			
Water Damage	\$50,000	\$1,000	Included	\$2,277,625	\$5,000	\$10,000
Mobile Equipment	\$2,798,034	\$1,000	\$11,290			
		\$5,000	\$9,787			
		\$10,000	\$9,026			
		\$25,000	\$8,288			
General Liability	Limit	Deductible	Annual Premium	Limit	Deductible	Annual Premium
Each Occurrence/Aggregate	\$1,000,000/\$2,000,000	\$5,000	\$22,156	General & Professional for Fire Dept. EMS: Limit \$1,000,000	\$250	\$11,468
		\$10,000	\$19,946			
		\$25,000	\$16,264			
		\$50,000	\$13,018			
	\$2,000,000/\$4,000,000	\$10,000	\$20,785			
		\$25,000	\$17,103			
		\$50,000	\$13,857	Note: Included in TML General Liability		
Automobile Liability	Limit	Deductible	Annual Premium	No Quote		
Liability	\$1,000,000	\$1,000	\$86,897			
Medical Payments	\$25,000	\$1,000	Included			
Physical Damage	Limit	Deductible	Annual Premium			
Collision	\$1,000,000	\$1,000	\$50,853			
Comprehensive	\$1,000,000	\$1,000	Included			
Auto Catastrophe	\$1,000,000/\$2,000,000	\$10,000	Included			

City of Weslaco

Summary of Comparative Cost
RFP # 2016-17-30 Commercial Package
Review Date: September 13, 2017

<u>Public Official Errors & Omissions</u>	<u>Limit</u>	<u>Deductible</u>	<u>Annual Premium</u>
	\$2,000,000/\$4,000,000 occurrence/aggregate	\$10,000	\$40,598
		\$25,000	\$33,166
		\$50,000	\$26,521
<u>Law Enforcement Liability</u>	<u>Limit</u>	<u>Deductible</u>	<u>Annual Premium</u>
	\$1,000,000	\$10,000	\$46,827
		\$25,000	\$38,890
		\$50,000	\$31,792
	\$2,000,000	\$10,000	\$49,703
		\$25,000	\$41,766
		\$50,000	\$34,668
	\$3,000,000	\$10,000	\$51,346
		\$25,000	\$43,409
\$50,000		\$36,311	
<u>Non-Commercial Aviation</u>	<u>Limit</u>	<u>Deductible</u>	<u>Annual Premium</u>
Premises	\$1,000,000	N/A	\$4,075
Products Liability	\$1,000,000	N/A	
Hangarkeepers'	\$1,000,000	\$2,500	
*Airport/Directors & Officers	\$1,000,000	N/A	
<u>Coverages included in Annual Premium</u>	<u>Limit</u>	<u>Deductible</u>	<u>Annual Premium</u>
Public Employee Dishonesty	\$5,000	\$1,000	\$708
Forgery & Alteration	\$25,000		
Coverage C - Inside/Outside	\$25,000		
Computer Fraud	\$25,000		

No Quote		
No Quote		
<u>Limit</u>	<u>Deductible</u>	<u>Annual Premium</u>
\$1,000,000	None	\$7,798
\$1,000,000		
\$1,000,000		
*Airport/Directors & Officers Limit \$1,000,000	\$5,000	

Proposed Contribution
Prior year
Increase +/-
Increase %

\$395,155
\$342,138
\$53,017
15.50%



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1214
From:		
Subject: Discussion and consideration to award the best qualified, most advantageous response to the Request for Proposals for the City of Weslaco Worker's Compensation Insurance (RFP No. 2016-17-29) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources.)		
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):		
Claudia Galnares Veronica Ramirez Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approval as recommended by consultant.		
Staff Recommendation: Staff concurs with consultant recommendation		
Attachments, if any: Worker's Compensation Insurance Tabulations		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

DATE: September 14, 2017

TO: Mayor and City Commission

CC: Mike Perez, City Manager

FROM:  Veronica Ramirez, Human Resources Director

Subject: Workers' Compensation

On August 22, 2017 the council authorized staff to solicit proposals for Workers' Compensation. Attached please find a summary of comparison (attached) and a recommendation by Roger Garza, LUTCF & LHIC of Valley Risk Consulting Services to award Texas Municipal League. Staff concurs with VRC recommendation.

Memorandum

To: Mike Perez, City Manager
CC: Veronica Ramirez, Human Resources/Civil Service Director
From: Roger Garza, LUTCF, LHIC
Senior Consultant
Date: 09/14/2017
Re: RFP # 2016-17-29 Workers' Compensation TPA

City of Weslaco currently provides Worker's Compensation benefits to its employees on a fully-funded basis. Currently, Texas Municipal League Intergovernmental Risk Pool (TML) provides the administrative services for the Worker's Compensation Program. The City advertised and solicited proposals for its workers compensation fully-funded plan. There was a total of three (3) proposals received as per attachment.

<u>Company</u>	<u>Location</u>	<u>Representative</u>
Texas Municipal League	Harlingen, TX	Luis Valdez
Montalvo Insurance Agency	Weslaco, Texas	Ramon Montalvo
Texas Insurance Service	Harlingen, TX	Albert Salinas

Recommendation: After tabulating and reviewing the proposals, as per attachment spreadsheet, the proposal that provides the best value to the City is **Texas Municipal League (TML)** based on their annual premium. TML's offer has an annual premium savings of \$37,392 or -10.37% decrease from prior year.

Montalvo Insurance Agency submitted a Self-Funded proposal to the City, but the fixed fees plus average annual claims exceed the Fully-Funded cost. It is not in the City's best interest to Self-Fund this program.

City of Weslaco

Summary of Comparative Cost
RFP # 2016-17-29 Workers' Compensation -TPA
Review Date: September 13, 2017

Recommended				
Company	Texas Municipal League Intergovernmental Risk Pool		Montalvo Insurance Agency	
Claim Office Location	Harlingen TX		Dallas, TX / Corpus Christi, TX	
Representative	Angela R. Mattress		Ramon Montalvo	
Limits	Workers' Compensation: Statutory Employers' Liability: \$1,000,000		Workers' Compensation: Statutory Employers' Liability: \$1,000,000	
Premium Fully Insured	Annual Premium: \$323,224 *Annual Premium with 2% Discount: \$316,759.52		Annual Premium: \$397,910	
Premium Self Insured Option	Did Not Quote		Excess Workers' Compensation *\$194,500 *Includes: Excess WC - \$125,000, TPA - \$20,000, Management Fee - \$10,000, Loss Control \$39,500 Self Insured Retention \$300,000/\$400,000	
Notes	* Discount if paid within 30 days or In Receipt of 1st bill		Fully Insured: Texas Political Subdivisions Self Insured: Midwest Employers Casualty	
	Prior Year \$360,616 Current \$323,224 Increase +/- -\$37,392 Increase % -10.37%		Prior Year \$360,616 Current \$397,910 Increase +/- \$37,294 Increase % 10.34%	
			Prior Year \$360,616 Current \$358,306 Increase +/- -\$2,310 Increase % -0.64%	

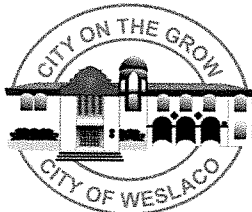


Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1213
From:		
Subject: Discussion and consideration to award the best qualified, most advantageous response to the Request for Proposals for the City of Weslaco 125 Cafeteria Plan Voluntary Supplemental Insurance Products (RFP No. 2016-17-31) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources.)		
Background: 125 Cafeteria Plan Voluntary Supplemental Insurance		
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):		
Claudia Galnares Veronica Ramirez Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approval as recommended by consultant.		
Staff Recommendation: Staff concurs with consultant recommendation		
Attachments, if any: Voluntary Supplemental Insurance Tabulations		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

DATE: September 14, 2017

TO: Mayor and City Commission

CC: Mike Perez, City Manager

FROM:  Veronica Ramirez, Human Resources Director

Subject: Voluntary Products

On August 22, 2017 the council authorized staff to solicit proposals of the Voluntary Products. Attached please find evaluation spreadsheets that were evaluated along with supporting information (attached spreadsheets), and recommendations by Roger Garza, LUTCF & LHIC of Valley Risk Consulting Services. Staff concurs with VRC recommendation.

Memorandum

To: Mike Perez, City Manager

CC: Veronica Ramirez, Human Resources/Civil Service Director

From: Roger Garza, LUTCF & LHIC
Employee Benefit Consultant & Risk Manager

Date: 9/14/2017

Re: RFP#2016-17-31: Voluntary Employee Benefit Products

The City of Weslaco solicited a request for proposals for Voluntary Employee Benefit Products; Vision, Dental, Critical Illness/Heart & Stroke, Accident, Cancer, Group Term Life, Short Term/Long Term Disability, and IRC 125 under RFP# 2016-17-31. A total of 13 proposals were received with 43 multiple options. The proposals were evaluated and tabulated and presented to the administration on Sept 12th. Below is a brief description of the outline of benefits that were evaluated along with supporting information (attached spreadsheets).

TPA for IRC 125 Administration & Billing Consolidation

Two (2) proposals with two (2) options were submitted by vendors. The current provider for this service is Ameriflex. It provides a Flexible Spending Account (FSA) that allows the employees to pay for qualified medical expenses with pre-tax dollars. The Section 125 Cafeteria Plan allows employees the option to have their premiums on eligible products to be deducted before taxes. After careful evaluation of the services offered, we recommend Ameriflex as the TPA for the 125 and consolidation billing.

- **DAVID K. YOUNG**
- **AMERIFLEX**

Vision Coverage

Five (5) proposals were submitted with six (6) options including the incumbent carrier Eyetopia. Benefits are comprised of Co-pays/allowances for various levels of services, corrective lens, frame, contact lens, and Lasik surgery discounts. Coverage levels are provided for both in-network and out of network. Although, some providers submitted network only offers, Eyetopia offered the most competitive proposal with benefits and pricing.

- **AMERITAS**
- **EYETOPIA**
- **AVESIS**
- **DEARBORN NATIONAL**
- **SUNLIFE**

Dental Coverage

Three (3) proposals with three (3) options were submitted and evaluated for Dental coverage. The City's current provider is, Ameritas. Ameritas offered a renewal of the current coverage and benefits. The rates are competitive with all vendors; therefore, we recommend Ameritas as the best value to the City employees.

- **AMERITAS**
- **BLUE CROSS/BLUE SHIELD**
- **SUNLIFE**

Critical Illness

Seven (7) proposals with eight (8) options were received and evaluated. Premiums are banded by age and tobacco use. Benefit coverage includes payments for specific conditions such as Heart Attack, Stroke, Coma, Major Organ Failure, End Stage Kidney Failure, and Paralysis. The offers were submitted in lump sum benefits or per conditions. Some of the submittals required combination of Cancer supplements and Critical Illness. We have determined that Combined Insurance is the best value for the City's employees.

- **COLONIAL LIFE**
- **THE STANDARD**
- **COMBINED**
- **DEARBORN NATIONAL**
- **ALLSTATE**
- **TRUSTMARK**
- **CIGNA**

Accident Insurance

Eight (8) proposals with seven (8) options were submitted and evaluated for Accident coverage. Benefit coverage includes payments for initial care, hospitalization, transportation, lodging, common accidental injuries, dismemberment, and death. Colonial Life is the City current carrier and offered to renew its agreement with no changes in the benefit level. We recommend Combined Insurance as the best value to the City.

- COLONIAL LIFE
- THE STANDARD
- COMBINED
- DEARBORN NATIONAL
- ALLSTATE
- TRUSTMARK
- CIGNA
- SUNLIFE

Cancer Supplement

Three (3) proposals with three (3) options were received including the City's incumbent carrier Colonial Life. Benefits are comprised of providing payments for screening, diagnosis, hospitalization, transportation, lodging, extended care, treatments, and transplants for employees and their families (if elected) for Cancer illness only. Colonial Life offered a competitive proposal with no changes to the current level of benefits to the employees.

- COLONIAL LIFE
- ALLSTATE
- SUNLIFE

Short/Long Term Disability:

Three (3) proposals with three (3) options were submitted for both Long-Term and Short-Term Disability coverage. The current incumbent is UNUM who did not submit a proposal. Coverage terms and conditions vary from participating carriers; therefore, price and coverage types were considered. The Standard offered the most competitive proposal for the same level of benefits for both Short Term and Long-Term Disability. We recommend The Standard as the best value to the City.

- THE STANDARD
- CIGNA
- SUNLIFE

Employee Paid Term Life and AD&D

Five (5) proposals with five (5) options were submitted and evaluated for Term Life and AD&D coverage including the current incumbent carrier, Colonial Life. Premiums are typically age-banded in rates per \$1,000 of coverage. Eligible employees may purchase additional face amounts in increments of \$1000 up to \$250,000. Standard underwriting rules would apply for those employees who option to purchase any amounts over their current coverage level. Since pricing is the motivating factor, we recommend The Standard for the Employee Paid Term Life.

- **COLONIAL LIFE**
- **THE STANDARD**
- **DEARBORN NATIONAL**
- **CIGNA**
- **SUNLIFE**

Hospital Indemnity

NO BID.

City of Weslaco			
	Current Carrier	Finalist	Recommended
SECTION 125	AMERIFLEX	AMERIFLEX	AMERIFLEX
VISION	EYETOPIA	EYETOPIA	EYETOPIA
DENTAL	BC/BS	AMERITAS	AMERITAS
CRITICAL ILLNESS	COLONIAL LIFE	COMBINED	COMBINED
ACCIDENT	COLONIAL LIFE	COMBINED	COMBINED
CANCER	COLONIAL LIFE	COLONIAL LIFE	COLONIAL LIFE
SHORT/LONG TERM DISABILITY	UNUM	THE STANDRAD	THE STANDARD
EMPLOYEE PAID TERM LIFE & AD&D	COLONIAL LIFE	THE STANDARD	THE STANDARD

Recommendation: After tabulating and evaluating the submitted proposals, consultant met with the city manager and staff to present the offers as submitted. After reviewing all the proposals with staff, the ones selected with the best value to the City are noted in the above schedule. Therefore, consultant recommends all the companies as listed on schedule above.

Voluntary Products

VISION

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-31 Voluntary Products (Vision)
Review Date: 9/7/17

Insurance Company
Claim Payment Office
Agent

Monthly Cost

Itemized Cost
Employee Only
Employee + Spouse
Employee + Children
Employee + Family

Benefits

Examination
Eyeglass Co-payment
Material Option in leu of exam

Standard Lenses:

Single Vision
Bifocal
Trifocal
Lenticular
Progressive
Premium Progressive
Std Polycarbonate
Tint
Scratch Resistant Coating
Anti-Refelctive Coating (Bifocal/Prog)
Ultraviolet Coating

Frames:

Fashion
Designer
Premier
Elective Contact Lenses
Medically necessary contact lenses
LASIK or PRK
Custon LASIK
Custon LASIK with Intralase

Current Plan Eyetopia Sattler, TX

Plan 120/145

Rate

\$7.00
\$14.00
\$15.00
\$22.00

Network

\$10
\$20
\$45 allowance

up to \$130 retail
up to \$130 retail
up to \$130 retail
up to \$130 retail
up to \$130 retail
Not Included
\$35
\$12
\$25
\$65
\$25
\$120 retail allowance
Not Specified
Not Specified
Not Specified
\$145 retail allowance
\$400 total allowance
None
None
None

Plan 150/250

Rate

\$20.00
\$39.00
\$44.00
\$54.00

Network

\$5
No Co-pay
\$65 allowance

Covered
Covered
Covered
Covered
\$120 allowance
Covered
Covered
\$12
Covered
\$65
Covered
\$150 retail allowance
Not Specified
Not Specified
Not Specified
\$250 retail allowance
\$400 allowance
\$500 allowance
\$500 allowance
\$500 allowance

Recommended

Option 1 Eyetopia Sattler, TX Tamez Ins., Salazar Ins., Texas Ins., Jeff Everitt <i>Rates are guaranteed for 2 years</i>	
Plan 120/145	Plan 150/250
<u>Rate</u>	<u>Rate</u>
\$7.00 \$14.00 \$13.00 \$22.00	\$20.00 \$39.00 \$44.00 \$54.00
<u>Network</u>	<u>Network</u>
\$10 \$20 \$45 allowance	\$5 No Co-pay \$65 allowance
Covered Covered Covered Covered Covered \$120 allowance \$65 \$35 \$12 Covered \$65 Covered \$120 retail allowance Not Specified Not Specified Not Specified Not Specified \$145 retail allowance \$400 allowance \$350 allowance \$350 allowance \$350 allowance	Covered Covered Covered Covered Covered \$120 allowance Covered Covered \$12 Covered Covered Covered \$150 retail allowance Not Specified Not Specified Not Specified Not Specified \$250 retail allowance \$400 allowance \$500 allowance \$500 allowance \$500 allowance

Notes:

City of Weslaco

Summary of Comparative Cost RFP #2016-17-31 Voluntary Products (Vision) Review Date: 9/7/17

Insurance Company Claim Payment Office Agent	Option 2 Ameritas		Option 3 Ameritas	
	San Antonio, TX Carlos Tamez		San Antonio, TX Carlos Tamez	
	<i>Rates are guaranteed for 2 years</i>		<i>Rates are guaranteed for 2 years</i>	
	Plan 1 Focus		Plan 2 Focus	
Monthly Cost				
Itemized Cost		<u>Rate</u>		<u>Rate</u>
Employee Only		\$6.68		\$19.04
Employee + Spouse		\$13.36		\$37.44
Employee + Children		\$13.88		\$31.44
Employee + Family		\$20.96		\$51.44
Benefits	<u>In Network</u>	<u>Out of Network</u>	<u>In Network</u>	<u>Out of Network</u>
Examination	\$10		No Copay	
Eyeglass Co-payment	\$25		No Copay	
Material Option in leu of exam	\$25		No Copay	
Standard Lenses:				
Single Vision	covered in full	up to \$30	covered in full	up to \$30
Bifocal	covered in full	up to \$50	covered in full	up to \$50
Trifocal	covered in full	up to \$65	covered in full	up to \$65
Lenticular	covered in full	up to \$100	covered in full	up to \$100
Progressive	Pt pays difference	Base	Pt pays difference	Not Covered
Premium Progressive	- Progressive	up to bifocal allowance	Base - Progressive	Not Covered
Std Polycarbonate	covered in full	covered in full	covered in full	Not Covered
Tint	Not Specified	Not Specified	Not Specified	Not Covered
Scratch Resistant Coating	\$17-\$33	Not Covered	\$17-\$33	Not Covered
Anti-Refelctive Coating (Bifocal/Prog)	\$43-\$85	Not Covered	covered in full	Not Covered
Ultraviolet Coating	\$16	Not Covered	\$16	Not Covered
Frames:	\$150 retail allowance	up to \$75	\$180 retail allowance	up to \$85
Fashion	20% above retail		20% above retail	
Designer	20% above retail		20% above retail	
Premier	20% above retail		20% above retail	
Elective Contact Lenses	\$150 retail allowance	\$120 retail allowance	\$180 retail allowance	\$145 retail allowance
Medically necessary contact lenses	covered in full	\$210 retail allowance	covered in full	\$210 retail allowance
LASIK or PRK	Average 15% off or 5% of	Not Covered	Average 15% off or 5% of	Not Covered
Custom LASIK	promotional offer	Not Covered	promotional offer	Not Covered
Custom LASIK with Intralase		Not Covered		Not Covered

Notes:

City of Weslaco

Summary of Comparative Cost RFP #2016-17-31 Voluntary Products (Vision) Review Date: 9/7/17

Insurance Company
Claim Payment Office
Agent

Option 4 Avesis

Owings Hills, MD
Tamez Financial Group/Texas Insurance Service

Rates are guaranteed for 3 years

Plan 130/130

Plan 200/200

Option 5

Dearborn National

Lombard, IL
Tamez Financial Group

Rates are guaranteed for 4 years

Monthly Cost

Itemized Cost

Employee Only

Employee + Spouse

Employee + Children

Employee + Family

Rate

\$6.71

\$11.74

\$14.09

\$17.45

Rate

\$13.36

\$25.54

\$27.87

\$35.94

Rate

\$7.80

\$14.83

\$15.61

\$22.95

Benefits

Examination

Eyeglass Co-payment

Material Option in leu of exam

Network

\$10

\$20

\$20

Network

No Co-pay

No Co-pay

No Co-pay

In Network

\$10

\$10

\$10

Out of Network

up to \$30

up to \$30

up to \$30

Standard Lenses:

Single Vision

Bifocal

Trifocal

Lenticular

Progressive

Premium Progressive

Std Polycarbonate

Tint

Scratch Resistant Coating

Anti-Refelctive Coating (Bifocal/Prog)

Ultraviolet Coating

Covered with \$20 copay

Covered with \$20 copay

Covered with \$20 copay

Covered with \$20 copay

Covered with \$20 copay

Not Specified

Covered with \$20 copay

Covered with \$20 copay

Covered with \$20 copay

Covered with \$20 copay

Covered with \$20 copay

Covered with no copay

Covered with no copay

Covered with no copay

Covered with no copay

Covered with no copay

Not Specified

Covered

\$12

Covered

Covered

Covered

Covered with \$10 copay

Covered with \$10 copay

Covered with \$10 copay

Covered with \$10 copay

Covered with \$75 copay

\$75-\$120

\$40

\$15

Covered

\$45

\$15

up to \$25

up to \$40

up to \$55

up to \$55

up to \$40

up to \$40

Not Specified

Not Specified

up to \$5

Not Specified

Not Specified

Frames:

Fashion

Designer

Premier

Elective Contact Lenses

Medically necessary contact lenses

LASIK or PRK

Custon LASIK

Custon LASIK with Intralase

\$130 retail allowance

Not Specified

Not Specified

Not Specified

\$110 retail allowance

\$250 allowance

\$150 allowance

\$150 allowance

\$150 allowance

\$200 retail allowance

Not Specified

Not Specified

Not Specified

\$170 retail allowance

\$250 allowance

\$150 allowance

\$150 allowance

\$150 allowance

\$130 retail allowance

Not Specified

Not Specified

Not Specified

\$130 retail allowance

covered in full

Average 15% off or 5% of
promotional offer

up to \$65

Not Specified

Not Specified

Not Specified

up to \$104

up to \$210

not covered

not covered

not covered

Notes:

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-31 Voluntary Products (Vision)
Review Date: 9/7/17

Insurance Company
Claim Payment Office
Agent

Option 6
Sunlife Financial
Wellesley Hills, MA
Jeff Everitt

Rates are guaranteed for 2 year

Monthly Cost

Itemized Cost	<u>Rate</u>
Employee Only	\$8.16
Employee + Spouse	\$16.32
Employee + Children	\$17.96
Employee + Family	\$26.12

Benefits

	<u>In Network</u>	<u>Out of Network</u>
Examination	\$10	up to \$52
Eyeglass Co-payment	\$10	up to \$52
Material Option in leu of exam	\$10	up to \$52

Standard Lenses:

Single Vision	Covered with \$25 copay	up to \$55
Bifocal	Covered with \$25 copay	up to \$75
Trifocal	Covered with \$25 copay	up to \$95
Lenticular	Covered with \$25 copay	up to \$125
Progressive	Pt pays difference	Pt pays difference
Premium Progressive	Pt pays difference	Pt pays difference
Std Polycarbonate	Pt pays difference	Pt pays difference
Tint	Pt pays difference	Pt pays difference
Scratch Resistant Coating	Pt pays difference	Pt pays difference
Anti-Refelctive Coating (Bifocal/Prog)	Pt pays difference	Pt pays difference
Ultraviolet Coating	Pt pays difference	Pt pays difference

Frames:

Fashion	\$130 retail allowance	up to \$57
Designer	Pt pays difference	Pt pays difference
Premier	Pt pays difference	Pt pays difference
Elective Contact Lenses	\$130 retail allowance	up to \$105
Medically necessary contact lenses	covered in full	up to \$105
LASIK or PRK	Average 15% off or 5% of	not covered
Custon LASIK	promotional offer	not covered
Custon LASIK with Intralase		not covered

Notes:

Voluntary Products

DENTAL

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-31 Voluntary Products (Dental)
Review Date: 9/7/17

<u>General</u>	Recommended							
	Current		Renewal		Option 1		Option 2	
Insurance Company	Blue Cross/Blue Shield		Blue Cross/Blue Shield		Ameritas		Sunlife	
Claim Payment Office			Richardson, TX		San Antonio, TX		Wellesley Hills, MA	
Submitted By			Tamez Ins.		Tamez Ins.		Jeff Everitt	
Rate Guarantee			1 year, 2nd yr 7% Rate Cap		1 year, 2nd yr 4.8% Rate Cap		3 year	
<u>Annual Cost</u>								
<u>Itemized Costs</u>	Base	Buy-Up	Base	Buy-Up	Low Plan	High Plan		
Employee Only	\$10.48	\$23.45	\$10.48	\$23.45	\$10.48	\$23.44		\$19.63
Employee + Spouse	\$22.97	\$52.66	\$22.97	\$52.66	\$22.98	\$52.66		\$39.37
Employee + Children	\$25.94	\$53.11	\$25.94	\$53.11	\$25.96	\$53.12		\$49.08
Employee + Family	\$40.39	\$83.14	\$40.39	\$83.14	\$40.40	\$83.16		\$68.81
<u>Calendar Year Deductible</u>							In Network	Out
Enrollee	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Family	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Calendar Year Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$750	\$1,000	\$1,000	\$1,000
Type 1 = Preventative Services	100%	100%	100%	100%	100%	100%	100%	100%
Type 2 = General Services (Restorative)	80%	80%	80%	80%	80%	80%	80%	80%
Type 3 = Major Services	Not Covered	50%	Not Covered	50%	Not Covered	50%	50%	50%
<u>Orthodontia</u>	Not Covered	50%	Not Covered	50%	Not Covered	50%	Not Covered	Not Covered
Lifetime Maximum Orthodontia (Child)						\$1,000		

Comments

Voluntary Products

AMERIFLEX

City of Weslaco

Summary of Comparative Cost
RFP # 2017-002 Voluntary Products 125
Review Date: 9/11/2017

Recommended		
Option 1		Option 2
General	Ameriflex	David K. Young
TPA Administrator - 125	Carrollton, TX	San Antonio, TX
Claim Payment Office	Salazar Ins.	Salazar Ins.
Agent	1 year	3 years
Rate Guarantee		
Description		
*Set up Fee	Waived	\$900
*Common Remittance	Waived	\$1.25 monthly per participant
	Waived	\$5.50 monthly per participant,
*Benefit Card & FSA Administration		\$95 or \$75 plus \$1.50 monthly per debit
		\$7.95 monthly per cobra participant, minimum \$25,
Cobra Fees	Waived	\$7.95 per qualified event notice,
		\$1.95 per new hire general rights notice
Plan/Legal Document Fee	Waived	Included
Invoice Method for Admin. Fees	Electronically - Waived, Mail - \$5 monthly	
Payment Method for Admin. Fees	Electronically - Waived, Mail - \$25 monthly	
	* Waived with Colonial Products	

Voluntary Products

GROUP ACCIDENT

City of Weslaco

Summary of Comparative Cost

RFP #2016-17-31 Voluntary Products (Group Accident)

Review Date: 9/9/2017

General

	Current	Renewal
Insurance Company	Colonial Life	Colonial Life
Claim Payment Office	Columbia, SC	Columbia, SC
Agent(s) Specified	Salazar Ins.	Salazar Ins.
Commission		Not Specified
Rate Guarantee		3 years

Monthly Premium

	Plan 2	Plan 2
Employee	\$14.93	\$14.93
Employee and Spouse	\$24.64	\$24.64
Employee/ Children	\$28.56	\$28.56
Employee and Family	\$38.27	\$38.27

Accident Emergency Treatment	\$125	\$125
Accident Follow-Up Treatment	\$ 50 (12 per year)	\$ 50 (12 per year)
Accidental Death		
Employee/Spouse	\$25,000	\$25,000
Child	\$5,000	\$5,000
Accidental Death (common carrier)		
Employee and Spouse	\$100,000	\$100,000
Child	\$20,000	\$20,000
Ambulance-Air	\$1,500	\$1,500
Ambulance-Ground	\$200	\$200
Appliances	\$100	\$100
Blood/Plasma/Platelets	\$300	\$300
Burns	\$1,000/\$12,000	\$1,000/\$12,000
Burns-Graft	50% of burn benefit	50% of burn benefit
Catastrophic Accident		
Employee and Spouse	\$50,000	\$50,000
Child	\$25,000	\$25,000
Coma	\$10,000	\$10,000
Concussion	\$150	\$150
Dislocation (open/closed) reduction	\$150 to \$6,000	\$150 to \$6,000
Emergency Dental Work (extraction/crown)	\$100/\$300	\$100/\$300
Eye Injury	\$300	\$300
Fractures	\$150 to \$7,500	\$150 to \$7,500
Hospital Admission	\$1,000	\$1,000
Hospital Confinement (365 days)	\$200	\$200
Hospital ICU-Admission	\$1,500	\$1,500
Hospital ICU-Confinement (15 days)	\$400	\$400
Knee Cartilage-Torn	\$500	\$500
Laceration	\$25 to \$600	\$25 to \$600
Lodging (30 days)	\$150 per day	\$150 per day
Medical Imaging Study	\$150	\$150
Prosthetic Device/Artificial Limb	\$500 (1), \$1,000 (2)	\$500 (1), \$1,000 (2)
Rehabilitation Unit Confinement	\$100	\$100
Ruptured Disc	\$500	\$500
Surgery-Cranial, Open Abdominal, Thoracic	\$1,500	\$1,500
Surgery-Hernia	\$200	\$200
Surgery-Exploratory or Arthroscopic	\$150	\$150
Tendon/Ligament/Rotator Cuff	\$500 (1), \$750 (2)	\$500 (1), \$750 (2)
Therapy	\$25	\$25
Transportation	\$500	\$500
X-Ray	\$30	\$30
Anesthesia		

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-31 Voluntary Products (Group Accident)
Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Guarantee

Option 1

The Standard
Lincoln, NE
Jeff Everitt
20.00%
3 year

Monthly Premium

Employee
Employee and Spouse
Employee/ Children
Employee and Family

Select	Enhanced	Premier
\$11.82	\$18.24	\$27.72
\$18.09	\$27.28	\$40.70
\$20.69	\$31.70	\$48.11
\$31.97	\$48.84	\$73.96

Accident Emergency Treatment	\$100	\$150	\$200
Accident Follow-Up Treatment	\$50 up to 2 days	\$50 up to 2 days	\$70 up to 2 days
Accidental Death			
Employee/Spouse	\$25,000/\$12,500	\$50,000/\$25,000	\$100,000/\$50,000
Child	\$6,250	\$12,500	\$25,000
Accidental Death (common carrier)			
Employee and Spouse	100% of benefit	100% of benefit	100% of benefit
Child	100% of benefit	100% of benefit	100% of benefit
Ambulance-Air	\$600	\$800	\$1,500
Ambulance-Ground	\$200	\$300	\$600
Appliances	\$50	\$100	\$200
Blood/Plasma/Platelets	\$150	\$300	\$600
Burns	\$100 to \$7,500	\$200 to \$10,000	\$500 to \$12,500
Burns-Graft	25% of benefit	25% of benefit	50% of benefit
Catastrophic Accident			
Employee and Spouse	Not Specified	Not Specified	Not Specified
Child	Not Specified	Not Specified	Not Specified
Coma	\$5,000	\$7,500	\$15,000
Concussion	\$100	\$150	\$200
Dislocation (open/closed) reduction	\$100 to \$3,000	\$150 to \$5,000	\$200 to \$7,000
Emergency Dental Work (extraction/crown)	\$50/\$150	\$100/\$200	\$150/\$350
Eye Injury	\$50 to \$400	\$75 to \$500	\$100 to \$800
Fractures	\$75 to \$5,500	\$100 to \$8,000	\$200 to \$10,500
Hospital Admission	\$500	\$1,000	\$1,500
Hospital Confinement (365 days)	\$100 per day	\$200 per day	\$400 per day
Hospital ICU-Admission	\$500	\$750	\$1,000
Hospital ICU-Confinement (15 days)	\$200 per day	\$200 per day	\$200 per day
Knee Cartilage-Torn	\$450 to \$900	\$900 to \$1,800	\$1,000 to \$2,000
Laceration	\$50 to \$400	\$75 to \$500	\$100 to \$800
Lodging (30 days)	\$150 per day	\$175 per day	\$200 per day
Medical Imaging Study	Not Specified	Not Specified	Not Specified
Prosthetic Device/Artificial Limb	\$250 (1), \$500 (2)	\$500 (1), \$1,000 (2)	\$1,000 (1), \$2,000 (2)
Rehabilitation Unit Confinement	\$50	\$100	\$150
Ruptured Disc	\$100	\$750	\$1,000
Surgery-Cranial, Open Abdominal, Thoracic	\$1,000	\$1,500	\$2,000
Surgery-Hernia	Not Specified	Not Specified	Not Specified
Surgery-Exploratory or Arthroscopic	\$150	\$200	\$400
Tendon/Ligament/Rotator Cuff	\$150 to \$600	\$200 to \$1,000	\$250 to \$1,500
Therapy	\$50 up to 2 days	\$50 up to 3 days	\$50 up to 4 days
Transportation	\$100 per day	\$150 per day	\$200 per day
X-Ray			
Anesthesia			

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-31 Voluntary Products (Group Accident)
Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Guarantee

Monthly Premium

Employee
Employee and Spouse
Employee/ Children
Employee and Family

Accident Emergency Treatment
Accident Follow-Up Treatment
Accidental Death
Employee/Spouse
Child
Accidental Death (common carrier)
Employee and Spouse
Child
Ambulance-Air
Ambulance-Ground
Appliances
Blood/Plasma/Platelets
Burns
Burns-Graft
Catastrophic Accident
Employee and Spouse
Child
Coma
Concussion
Dislocation (open/closed) reduction
Emergency Dental Work (extraction/crown)
Eye Injury
Fractures
Hospital Admission
Hospital Confinement (365 days)
Hospital ICU-Admission
Hospital ICU-Confinement (15 days)
Knee Cartilage-Torn
Laceration
Lodging (30 days)
Medical Imaging Study
Prosthetic Device/Artificial Limb
Rehabilitation Unit Confinement
Ruptured Disc
Surgery-Cranial, Open Abdominal, Thoracic
Surgery-Hernia
Surgery-Exploratory or Arthroscopic
Tendon/Ligament/Rotator Cuff
Therapy
Transportation
X-Ray
Anesthesia
Chiropractic
Family Care

Recommended

Option 2			
Combined Insurance			
Chicago, IL			
Salazar Ins.			
25% first year, 3% for renewal years			
2 years			
	Gold	Platinum	Diamond
	\$12.28	\$15.60	\$20.80
	\$19.48	\$24.68	\$32.68
	\$19.48	\$24.68	\$32.68
	\$26.60	\$33.56	\$44.80
Accident Emergency Treatment	\$100	\$100	\$100
Accident Follow-Up Treatment	\$25	\$25	\$50
Accidental Death			
Employee/Spouse	\$20,000	\$20,000	\$20,000
Child	\$4,000	\$4,000	\$4,000
Accidental Death (common carrier)			
Employee and Spouse	100% of benefit	100% of benefit	100% of benefit
Child	100% of benefit	100% of benefit	100% of benefit
Ambulance-Air	\$1,000	\$2,000	\$2,000
Ambulance-Ground	\$120	\$200	\$200
Appliances	\$75	\$100	\$100
Blood/Plasma/Platelets	\$200	\$300	\$300
Burns	\$750 to \$7,500	\$1,000 to \$10,000	\$1,000 to \$10,000
Burns-Graft	25% of benefit	25% of benefit	25% of benefit
Catastrophic Accident			
Employee and Spouse	\$25,000	\$25,000	\$25,000
Child	\$12,500	\$12,500	\$12,500
Coma	\$7,500	\$10,000	\$12,500
Concussion	\$60	\$100	\$100
Dislocation (open/closed) reduction	\$50 to \$1,000	\$100 to \$1,000	\$200 to \$1,000
Emergency Dental Work (extraction/crown)	\$50/\$200	\$75/\$300	\$100/\$400
Eye Injury	\$200	\$250	\$300
Fractures	\$50 to \$1,000	\$100 to \$1,000	\$200 to \$1,000
Hospital Admission	\$500	\$1,000	\$1,250
Hospital Confinement (365 days)	\$150 per day	\$225 per day	\$250 per day
Hospital ICU-Admission	\$1,000	\$2,000	\$2,500
Hospital ICU-Confinement (15 days)	\$300 per day	\$450 per day	\$500 per day
Knee Cartilage-Torn	\$400	\$500	\$750
Laceration	\$20 to \$300	\$30 to \$400	\$30 to \$500
Lodging (30 days)	\$100 per day	\$125 per day	\$150 per day
Medical Imaging Study	\$100	\$150	\$200
Prosthetic Device/Artificial Limb	\$500	\$1,000	\$1,500
Rehabilitation Unit Confinement	\$90	\$135	\$150
Ruptured Disc	Not Specified	Not Specified	Not Specified
Surgery-Cranial, Open Abdominal, Thoracic	\$750	\$1,500	\$1,500
Surgery-Hernia	\$400	\$500	\$750
Surgery-Exploratory or Arthroscopic	Not Specified	Not Specified	Not Specified
Tendon/Ligament/Rotator Cuff	\$400	\$500	\$750
Therapy	\$25 per day max (10)	\$25 per day max (10)	\$50 per day max (10)
Transportation	\$300	\$500	\$600
X-Ray	\$20	\$30	\$40
Anesthesia	Not Specified	Not Specified	Not Specified
Chiropractic	\$25 per day at Child Care while parent confined up to (30) days		
Family Care	\$25 up to (30) days		

City of Weslaco

Summary of Comparative Cost RFP #2016-17-31 Voluntary Products (Group Accident) Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Guarantee

Option 3

Dearborn National
Lombard, IL
Tamez Ins.
15%
2 year

Option 4

Allstate
Jacksonville, FL
Jeff Everitt, Tamez Ins., Texas Ins., Salazar Ins.
Not Specified
2 year

Monthly Premium

Employee
Employee and Spouse
Employee/ Children
Employee and Family

Plan 2
\$19.38
\$32.52
\$34.34
\$54.91

Plan 1	Plan 2
\$9.75	\$12.01
\$16.85	\$20.78
\$20.97	\$26.03
\$26.08	\$32.84

Accident Emergency Treatment
Accident Follow-Up Treatment

\$150
\$50

\$150
\$75

\$200
\$100

Accidental Death

Employee/Spouse
Child

\$40,000
\$12,500

\$40,000
\$40,000

\$40,000
\$40,000

Accidental Death (common carrier)

Employee and Spouse
Child

\$150,000
\$25,000

\$100,000
\$100,000

\$100,000
\$100,000

Ambulance-Air

\$1,500

\$450

\$600

Ambulance-Ground

\$200

\$150

\$200

Appliances

\$125

\$188

\$250

Blood/Plasma/Platelets

\$200

\$450

\$600

Burns

\$125/\$12,500

\$150/\$750

\$200/\$1,000

Burns-Graft

50% of burn benefit

50% of burn benefit

50% of burn benefit

Catastrophic Accident

Employee and Spouse

\$40,000

\$40,000

\$40,000

Child

\$12,500

\$40,000

\$40,000

Coma

\$12,500

\$15,000

\$20,000

Concussion

\$150

\$450

\$600

Dislocation (open/closed) reduction

\$100 to \$4,000

\$3,000

\$4,000

Emergency Dental Work (extraction/crown)

\$100/\$300

\$150

\$200

Eye Injury

\$65-\$300

\$150

\$200

Fractures

\$250 to \$5,000

\$3,000

\$4,000

Hospital Admission

\$1,200

\$1,000

\$1,000

Hospital Confinement (365 days)

\$250

\$200

\$200

Hospital ICU-Admission

\$2,000

\$1,000

\$1,000

Hospital ICU-Confinement (15 days)

\$500

\$400

\$400

Knee Cartilage-Torn

\$625

\$225-\$750

\$300-\$1,000

Laceration

\$35 to \$500

\$75

\$100

Lodging (30 days)

\$150 per day

\$150 per day

\$200 per day

Medical Imaging Study

\$200

\$75

\$100

Prosthetic Device/Artificial Limb

\$750 (1), \$1,500 (2)

\$750 (1), \$1,500 (2)

\$750 (1), \$2,000 (2)

Rehabilitation Unit Confinement

\$150

\$150

\$200

Ruptured Disc

\$625

\$750

\$1,000

Surgery-Cranial, Open Abdominal, Thoracic

\$1,250

\$1,500

\$2,000

Surgery-Hernia

\$1,250

not specified

not specified

Surgery-Exploratory or Arthroscopic

\$300

\$1,500

\$2,000

Tendon/Ligament/Rotator Cuff

\$625

\$225-\$750

\$300-\$1,000

Therapy

\$35

\$45

\$60

Transportation

\$600

\$375

\$500

X-Ray

\$50

\$150

\$200

Anesthesia

\$300

\$150

\$200

City of Weslaco

Summary of Comparative Cost RFP #2016-17-31 Voluntary Products (Group Accident) Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Guarantee

Option 5

Trustmark
Worcester, MA
Not Specified
Proprietary
Lifetime

Option 6

Sunlife Financial
Wellesley, MA
Jeff Everitt
Graded Scale Commissions
3 year

Monthly Premium

Employee
Employee and Spouse
Employee/ Children
Employee and Family

Plan 4	Plan 5	Non-Occ	Off/On Job 24hr
\$13.53	\$17.25	\$18.54	\$26.91
\$19.83	\$25.43	\$24.99	\$35.59
\$26.03	\$32.79	\$27.55	\$39.56
\$32.32	\$40.98	\$34.00	\$48.24

Accident Emergency Treatment

\$200

\$200

\$150

\$150

Accident Follow-Up Treatment

\$100

\$100

\$25

\$25

Accidental Death

Employee/Spouse

\$25,000/\$10,000

\$50,000/\$20,000

\$25,000

\$25,000

Child

\$5,000

\$10,000

\$5,000

\$5,000

Accidental Death (common carrier)

Employee and Spouse

\$50,000/\$20,000

\$100,000/\$40,000

\$100,000

\$100,000

Child

\$10,000

\$20,000

\$20,000

\$20,000

Ambulance-Air

\$1,000

\$1,000

\$1,500

\$1,500

Ambulance-Ground

\$200

\$200

\$200

\$200

Appliances

\$150

\$200

\$125

\$125

Blood/Plasma/Platelets

\$300

\$600

\$200

\$200

Burns

\$750/\$10,000

\$1,125/\$15,000

\$400/\$20,000

\$400/\$20,000

Burns-Graft

25% of burn benefit

25% of burn benefit

50% of burn benefit

50% of burn benefit

Catastrophic Accident

Employee and Spouse

\$100,000/\$50,000

\$100,000/\$50,000

\$100,000

\$100,000

Child

\$50,000

\$50,000

\$20,000

\$20,000

Coma

not specified

not specified

\$20,000

\$20,000

Concussion

\$100

\$200

\$100

\$100

Dislocation (open/closed) reduction

\$4,000/\$2,000

\$8,000/\$4,000

\$1,000/\$4,000

\$1,000/\$4,000

Emergency Dental Work (extraction/crown)

\$50/\$150

\$100/\$300

\$65/\$200

\$65/\$200

Eye Injury

\$200

\$400

\$65-\$300

\$65-\$300

Fractures

\$3,750/\$7,500

\$5,000/\$10,000

\$2,500-\$5,000

\$2,500-\$5,000

Hospital Admission

\$1,500

\$2,000

\$1,000

\$1,000

Hospital Confinement (365 days)

\$200

\$400

\$250

\$250

Hospital ICU-Admission

\$1,500

\$2,000

\$1,500

\$1,500

Hospital ICU-Confinement (15 days)

\$400

\$600

\$500

\$500

Knee Cartilage-Torn

\$100-\$500

\$200-\$1,000

\$625

\$625

Laceration

\$800

\$800

\$35-\$500

\$35-\$500

Lodging (30 days)

\$100 per day

\$200 per day

\$100 per day

\$100 per day

Medical Imaging Study

not specified

not specified

\$200

\$200

Prosthetic Device/Artificial Limb

\$500 (1), \$1,000 (2)

\$1,000 (1), \$2,000 (2)

\$500

\$500

Rehabilitation Unit Confinement

not specified

not specified

\$150

\$150

Ruptured Disc

\$600

\$800

\$625

\$625

Surgery-Cranial, Open Abdominal, Thoracic

\$1,250

\$2,000

\$1,250

\$1,250

Surgery-Hernia

not specified

not specified

\$1,250

\$1,250

Surgery-Exploratory or Arthroscopic

\$125

\$200

\$1,250

\$1,250

Tendon/Ligament/Rotator Cuff

\$1,200

\$1,200

\$625

\$625

Therapy

\$50

\$50

\$25

\$25

Transportation

\$375

\$475

\$600

\$600

X-Ray

not specified

not specified

not specified

not specified

Anesthesia

not specified

not specified

not specified

not specified

Wellness Benefit - \$50 annually

City of Weslaco

Summary of Comparative Cost RFP #2016-17-31 Voluntary Products (Group Accident) Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Guarantee

Option 7

Cigna
Phoenix, AZ
Texas Insurance Service
15%
3 year

Monthly Premium

Employee
Employee and Spouse
Employee/ Children
Employee and Family

Plan 1	Plan 2	Plan 3
\$7.58	\$14.28	\$21.14
\$12.90	\$24.35	\$36.08
\$13.12	\$24.78	\$36.71
\$17.70	\$33.44	\$49.55

Accident Emergency Treatment	\$100	\$200	\$300
Accident Follow-Up Treatment	\$50	\$75	\$125
Accidental Death			
Employee/Spouse	\$25,000	\$50,000	\$75,000
Child	\$25,000	\$50,000	\$75,000
Accidental Death (common carrier)			
Employee and Spouse	\$50,000	\$75,000	\$100,000
Child	\$50,000	\$75,000	\$100,000
Ambulance-Air	\$1,200	\$1,600	\$2,000
Ambulance-Ground	\$300	\$400	\$500
Appliances	\$50	\$150	\$175
Blood/Plasma/Platelets	\$100	\$200	\$300
Burns	\$100 to \$7,500	\$300 to \$10,000	\$500 to \$10,000
Burns-Graft	50% of benefit	50% of benefit	50% of benefit
Catastrophic Accident			
Employee and Spouse	\$20,000	\$30,000	\$40,000
Child	\$20,000	\$30,000	\$40,000
Coma	\$5,000	\$10,000	\$15,000
Concussion	\$100	\$150	\$200
Dislocation (open/closed) reduction	\$50 to \$4,000	\$100 to \$6,000	\$150 to \$6,000
Emergency Dental Work (extraction/crown)	\$50	\$75	\$100
Eye Injury	\$100-\$200	\$200-\$400	\$300-\$600
Fractures	\$50 to \$4,000	\$200 to \$8,000	\$300 to \$10,000
Hospital Admission	\$500	\$1,000	\$1,500
Hospital Confinement (365 days)	\$100 per day	\$200 per day	\$300 per day
Hospital ICU-Admission	\$500	\$1,000	\$1,500
Hospital ICU-Confinement (15 days)	\$200 per day	\$400 per day	\$600 per day
Knee Cartilage-Torn	\$400	\$500	\$750
Laceration	\$50 to \$400	\$100 to \$600	\$150 to \$800
Lodging (30 days)	\$100 per day	\$150 per day	\$200 per day
Medical Imaging Study	\$50	\$150	\$200
Prosthetic Device/Artificial Limb	\$400	\$100	\$1,500
Rehabilitation Unit Confinement	Not Specified	Not Specified	Not Specified
Ruptured Disc	\$500	\$750	\$1,000
Surgery-Cranial, Open Abdominal, Thoracic	\$1,000	\$1,250	\$1,500
Surgery-Hernia	Not Specified	Not Specified	Not Specified
Surgery-Exploratory or Arthroscopic	\$500	\$750	\$1,000
Tendon/Ligament/Rotator Cuff	\$500	\$750	\$1,000
Therapy	\$25	\$50	\$75
Transportation	\$400	\$400	\$400
X-Ray	\$10	\$50	\$50
Anesthesia	\$50	\$100	\$200
Chiropractic	Not Specified	Not Specified	Not Specified
Family Care	Not Specified	Not Specified	Not Specified

Voluntary Products

SHORT/LONG TERM DISABILITY

City of Weslaco

Summary of Comparative Cost

RFP #2016-17-31 Voluntary Products (Short/Long Term Disability)

Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Commission
Rate Guarantee

Current

UNUM

Monthly Premiums

Short Term

Age Brand	Rate
<25	\$0.430
25-29	\$0.460
30-34	\$0.460
35-39	\$0.440
40-44	\$0.570
45-49	\$0.570
50-54	\$0.690
55-59	\$0.920
60-64	\$1.14
65+	\$1.21
Rate per \$50 of Volume	

Long Term

Age Brand	Rate
<25	\$0.220
25-29	\$0.290
30-34	\$0.520
35-39	\$0.780
40-44	\$1.330
45-49	\$1.810
50-54	\$2.170
55-59	\$2.630
60-64	\$2.540
65-69	\$2.000
70+	\$1.890

Rate per \$100 of Volume

7 day elimination period

City of Weslaco

Summary of Comparative Cost

RFP #2016-17-31 Voluntary Products (Short/Long Term Disability)

Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Commission
Rate Guarantee

Recommended

Option 1

The Standard

Lincoln, NE

20%

3 year

Monthly Premiums

Short Term

Age Brand	Rate
<25	\$0.402
25-29	\$0.426
30-34	\$0.443
35-39	\$0.361
40-44	\$0.353
45-49	\$0.435
50-54	\$0.508
55-59	\$0.705
60-99	\$0.861

Per \$10 benefit

Long Term

Age Brand	Rate
<25	\$0.188
25-29	\$0.195
30-34	\$0.353
35-39	\$0.630
40-44	\$0.930
45-49	\$1.388
50-54	\$1.988
55-59	\$2.070
60-64	\$2.153
65-69	\$2.940
70-99	\$3.660

Benefit Schedule	60%
Waiting period	7 days
Accident/Sickness	
Max Benefit Period	90 days
Guarantee Issue	Full Benefit

City of Weslaco

Summary of Comparative Cost

RFP #2016-17-31 Voluntary Products (Short/Long Term Disability)

Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Commission
Rate Guarantee

Option 2

Cigna
Phoenix, AZ
15%

1 year

2 year

Monthly Premiums

Short Term

Long Term

Age Brand	Rate	Age Brand	Rate
<20	\$0.365	<20	\$0.159
20-24	\$0.365	20-24	\$0.159
25-29	\$0.391	25-29	\$0.209
30-34	\$0.391	30-34	\$0.375
35-39	\$0.374	35-39	\$0.563
40-44	\$0.484	40-44	\$0.960
45-49	\$0.484	45-49	\$1.306
50-54	\$0.586	50-54	\$1.566
55-59	\$0.782	55-59	\$1.898
60-64	\$0.969	60-64	\$1.833
65-69	\$1.028	65-69	\$1.444
70-74	\$1.028	70-74	\$1.365
75-79	\$1.028	75-79	\$1.365
80-84	\$1.028	80-84	\$1.365
85-89	\$1.028	85-89	\$1.365
90-94	\$1.028	90-94	\$1.365
95-99	\$1.028	95-99	\$1.365

Benefit Schedule	60%
Waiting period	7 days
Accident/Sickness	
Max Benefit Period	12 weeks
Guarantee Issue	Full Benefit

City of Weslaco

Summary of Comparative Cost

RFP #2016-17-31 Voluntary Products (Short/Long Term Disability)

Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Commission
Rate Guarantee

Option 3

Sunlife Financial
Wellesely, MA
Graded Scaled Commission
2 year

Monthly Premiums

Short Term

Age Brand	Rate
<25	\$0.411
25-29	\$0.417
30-34	\$0.360
35-39	\$0.316
40-44	\$0.329
45-49	\$0.396
50-54	\$0.491
55-59	\$0.618
60-64	\$0.933
65-69	\$0.567
70+	\$0.339

Long Term

Age Brand	Rate
<25	\$0.425
25-29	\$0.448
30-34	\$0.459
35-39	\$0.740
40-44	\$1.116
45-49	\$1.523
50-54	\$1.608
55-59	\$2.332
60-64	\$1.977
65-69	\$2.359
70+	\$0.410

Benefit Schedule 60%
Waiting period 8 days
Accident/Sickness
Max Benefit Period 12 weeks
Guarantee Issue Full Benefit

Max. % 60%
Waiting Period 30 days
Guarantee Issue \$6,000

* Full Maternity Coverage

Voluntary Products

CANCER

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-31 Voluntary Products (Cancer)
Review Date: 9/9/2017

<u>General</u>	Recommended			
	Current/Renewal			
Insurance Company	Colonial Life			
Claim Payment Office	Columbia, SC			
Agent(s) Specified	Salazar Ins.			
Commission	Not Specified			
Rate Guarantee	3 years			
<u>Benefits</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Employee Only	\$7.85	\$10.70	\$17.30	\$23.90
Family	\$13.90	\$17.85	\$28.75	\$39.70
Wellness Benefit Rider	\$25	\$50	\$75	\$100
Hospitalization Related Benefits				
Confinement Insured-Spouse/Dep	\$100	\$100	\$200	\$300
Extended Benefits	\$200	\$200	\$400	\$600
Hospital Intensive Care Unit	\$100	\$100	\$200	\$300
Government Charity Hospital	\$100	\$100	\$200	\$300
Inpatient Drugs/Medicine	\$50/\$200 max	\$50/\$200 max	\$50/\$200 max	\$50/\$200 max
Physician's Attendance	\$50	\$50	\$50	\$50
Ambulance Ground	\$100	\$100	\$100	\$100
Private Duty Nursing Services	\$300	\$300	\$300	\$300
Transportation & Lodging				
Family Lodging	\$50 daily (70) days	\$50 daily (70) days	\$50 daily (70) days	\$50 daily (70) days
Transportation	\$0.40 per mile	\$0.40 per mile	\$0.40 per mile	\$0.40 per mile
Outpatient Lodging	\$50 daily (70) days	\$50 daily (70) days	\$50 daily (70) days	\$50 daily (70) days
Extended Care Benefits				
Hospice Care	\$300	\$300	\$300	\$300
Home Health Care Services	\$300	\$300	\$300	\$300
Dread Disease				
Treatment Benefits				
Radiation/Radio-Active Isotopes	\$75 (\$2,500 max)	\$150 (\$5,000 max)	\$225 (\$7,500 max)	\$300 (\$10,000 max)
Chemotherapy/Immunotherapy	\$75 (\$2,500 max)	\$150 (\$5,000 max)	\$225 (\$7,500 max)	\$300 (\$10,000 max)
Antinausea Medication	\$50 (\$200 max)	\$50 (\$200 max)	\$50 (\$200 max)	\$50 (\$200 max)
Blood/Plasma/Platelets	\$75 (\$2,500 max)	\$150 (\$5,000 max)	\$225 (\$7,500 max)	\$300 (\$10,000 max)
Bone Marrow Transplant	\$10,000	\$10,000	\$10,000	\$10,000
New or Experimental Treatment	\$300 (\$10,000 max)	\$300 (\$10,000 max)	\$300 (\$10,000 max)	\$300 (\$10,000 max)
Inpatient Surgery	Not Specified	Not Specified	Not Specified	Not Specified
Outpatient Surgery	\$250 (\$750 max)	\$250 (\$750 max)	\$500 (\$1,500 max)	\$750 (\$2,250 max)
Second Surgical Opinion	\$300 per day	\$300 per day	\$300 per day	\$300 per day
Reconstructive Surgery-Unit Value	\$30 (\$1,500 max)	\$30 (\$1,500 max)	\$60 (\$3,000 max)	\$90 (\$4,500 max)
Anesthesia	25% of benefit	25% of benefit	25% of benefit	25% of benefit
Ambulatory Surgical Center	Not Specified	Not Specified	Not Specified	Not Specified
Physical-Speech Therapy	Not Specified	Not Specified	Not Specified	Not Specified
Prosthesis	\$2000 lifetime	\$2000 lifetime	\$2000 lifetime	\$2000 lifetime
Hair Prosthesis	\$200 lifetime	\$200 lifetime	\$200 lifetime	\$200 lifetime
Waiver of Premium	Yes	Yes	Yes	Yes

City of Weslaco

Summary of Comparative Cost RFP #2016-17-31 Voluntary Products (Cancer) Review Date: 9/9/2017

General	Option 1	Option 2
Insurance Company	Allstate	Sunlife
Claim Payment Office	Jacksonville, FL	Wellesely, MA
Agent(s) Specified	Jeff Everitt, Tamez Ins., Texas Ins., Salazar Ins	Jeff Everitt
Commission	Not Specified	Graded Scaled Commission
Rate Guarantee	2 years	2 year

Benefits	Option 1	Option 2		EE	EE +SP	EE+CH	EE+FAM
Employee	\$11.16	\$20.57	Thru 45	\$12.29	\$20.90	\$13.49	\$22.10
Employee + Spouse	\$17.19	\$32.01	50-59	\$15.15	\$25.76	\$16.35	\$26.96
Employee + Children	\$15.50	\$28.53	60-64	\$24.16	\$41.06	\$25.36	\$42.26
Employee + Family	\$21.50	\$39.95	65+	\$32.35	\$54.99	\$33.55	\$56.19
Wellness Benefit Rider	\$25	\$100			\$50		
Hospitalization Related Benefits							
Confinement Insured-Spouse/Dep	\$100	\$200			\$200		
Extended Benefits	\$100	\$200			\$200		
Hospital Intensive Care Unit	\$100	\$200			not specified		
Government Charity Hospital	\$100	\$200			not specified		
Inpatient Drugs/Medicine	\$25	\$25			\$300		
Physician's Attendance	\$50	\$50			\$25		
Ambulance Ground	\$100	\$100			\$250		
Private Duty Nursing Services	\$100	\$200			not specified		
Transportation & Lodging							
Family Lodging	\$50	\$50			not specified		
Transportation	\$0.40 per mile	\$0.40 per mile			not specified		
Outpatient Lodging	\$50 daily, \$2,000 max	\$50 daily, \$2,000 max			not specified		
Extended Care Benefits							
Hospice Care	\$100	\$200			\$100		
Home Health Care Services	\$100	\$200			not specified		
Dread Disease							
Treatment Benefits							
Radiation/Radio-Active Isotopes	\$5,000	\$7,500			\$400		
Chemotherapy/Immunotherapy	\$5,000	\$7,500			\$450		
Antinausea Medication	\$200	\$200			not specified		
Blood/Plasma/Platelets	\$5,000	\$7,500			\$50		
Bone Marrow Transplant	\$500-\$2,500	\$1,00-\$5,000			not specified		
New or Experimental Treatment	\$5,000	\$5,000			not specified		
Inpatient Surgery	\$1,500	\$3,000			\$2,000		
Outpatient Surgery	\$250	\$500			\$2,000		
Second Surgical Opinion	\$200	\$400			\$200		
Reconstructive Surgery-Unit Value	\$1,500	\$3,000			\$2,000		
Anesthesia	25% of benefit	25% of benefit			included		
Ambulatory Surgical Center	\$250	\$500			not specified		
Physical-Speech Therapy	\$50	\$50			not specified		
Prosthesis	\$2,000	\$2,000			\$200-\$2,000		
Hair Prosthesis	\$25	\$25			not specified		
Waiver of Premium	Yes	Yes			not specified		

Voluntary Products

CRITICAL ILLNESS

City of Weslaco

Summary of Comparative Cost RFP #2016-17-31 Voluntary Products (Critical Illness) Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Guarantee

Current

Colonial Life
Columbia, SC
Salazar Ins.

\$5,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$1.10	\$1.65	\$1.25	\$1.75
30-39	\$1.90	\$2.85	\$2.05	\$2.95
40-49	\$3.75	\$5.60	\$3.85	\$5.70
50-59	\$6.65	\$10.35	\$6.75	\$10.45
60-74	\$10.80	\$16.75	\$10.95	\$16.85

\$10,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$2.20	\$3.30	\$2.50	\$3.50
30-39	\$3.80	\$5.70	\$4.10	\$5.90
40-49	\$7.50	\$11.20	\$7.70	\$11.40
50-59	\$13.30	\$20.70	\$13.50	\$20.90
60-74	\$21.60	\$33.50	\$21.90	\$33.70

\$15,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$3.30	\$4.95	\$3.75	\$5.25
30-39	\$5.70	\$8.55	\$6.15	\$8.85
40-49	\$11.25	\$16.80	\$11.55	\$17.10
50-59	\$19.95	\$31.05	\$20.25	\$31.35
60-74	\$32.40	\$50.25	\$32.85	\$50.55

\$20,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$4.40	\$6.60	\$5.00	\$7.00
30-39	\$7.60	\$11.40	\$8.20	\$11.80
40-49	\$15.00	\$22.40	\$15.40	\$22.80
50-59	\$26.60	\$41.40	\$27.00	\$41.80
60-74	\$43.20	\$67.00	\$43.80	\$67.40

\$5,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$2.20	\$3.30	\$2.35	\$3.40
30-39	\$3.85	\$5.70	\$3.95	\$5.80
40-49	\$7.50	\$11.20	\$7.60	\$11.30
50-59	\$13.30	\$20.70	\$13.40	\$20.80
60-74	\$21.60	\$33.50	\$21.75	\$33.60

\$10,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$4.40	\$6.60	\$4.70	\$6.80
30-39	\$7.70	\$11.40	\$7.90	\$11.60
40-49	\$15.00	\$22.40	\$15.20	\$22.60
50-59	\$26.60	\$41.40	\$26.80	\$41.60
60-74	\$43.20	\$67.00	\$43.60	\$67.20

\$15,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$6.60	\$9.90	\$7.05	\$10.20
30-39	\$11.55	\$17.10	\$11.85	\$17.40
40-49	\$22.50	\$33.60	\$22.80	\$33.90
50-59	\$39.90	\$62.10	\$40.20	\$62.40
60-74	\$64.80	\$100.50	\$65.25	\$100.80

\$20,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$8.80	\$13.20	\$9.40	\$13.60
30-39	\$15.40	\$22.80	\$15.80	\$23.20
40-49	\$30.00	\$44.80	\$30.40	\$45.20
50-59	\$53.20	\$82.80	\$53.60	\$83.20
60-74	\$86.40	\$134.00	\$87.00	\$134.40

City of Weslaco

Summary of Comparative Cost RFP #2016-17-31 Voluntary Products (Critical Illness) Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Guarantee

Renewal

Colonial Life
Columbia, SC
Salazar Ins.
Not Specified
3 years

\$5,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$4.00	\$6.15	\$4.15	\$6.25
30-39	\$4.80	\$7.35	\$4.95	\$7.45
40-49	\$6.65	\$10.10	\$6.75	\$10.20
50-59	\$9.55	\$14.85	\$9.65	\$14.95
60-74	\$13.70	\$21.25	\$13.85	\$21.35

\$10,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$5.10	\$7.80	\$5.40	\$8.00
30-39	\$6.70	\$10.20	\$7.00	\$10.40
40-49	\$10.40	\$15.70	\$10.60	\$15.90
50-59	\$16.20	\$25.20	\$16.40	\$25.40
60-74	\$24.50	\$38.00	\$24.80	\$38.20

\$15,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$6.20	\$9.45	\$6.65	\$9.75
30-39	\$8.60	\$13.05	\$9.05	\$13.35
40-49	\$14.15	\$21.30	\$14.45	\$21.60
50-59	\$22.85	\$35.55	\$23.15	\$35.85
60-74	\$35.30	\$54.75	\$35.75	\$55.05

\$20,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$7.30	\$11.10	\$7.90	\$11.50
30-39	\$10.50	\$15.90	\$11.10	\$16.30
40-49	\$17.90	\$26.90	\$18.30	\$27.30
50-59	\$29.50	\$45.90	\$29.90	\$46.30
60-74	\$46.10	\$71.50	\$46.70	\$71.90

\$5,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$5.10	\$7.80	\$5.25	\$7.90
30-39	\$6.75	\$10.20	\$6.85	\$10.30
40-49	\$10.40	\$15.70	\$10.50	\$15.80
50-59	\$16.20	\$25.20	\$16.30	\$25.30
60-74	\$24.50	\$38.00	\$24.65	\$38.10

\$10,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$7.30	\$11.10	\$7.60	\$11.30
30-39	\$10.60	\$15.90	\$10.80	\$16.10
40-49	\$17.90	\$26.90	\$18.10	\$27.10
50-59	\$29.50	\$45.90	\$29.70	\$46.10
60-74	\$46.10	\$71.50	\$46.40	\$71.70

\$15,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$9.50	\$14.40	\$9.95	\$14.70
30-39	\$14.45	\$21.60	\$14.75	\$21.90
40-49	\$25.40	\$38.10	\$25.70	\$38.40
50-59	\$42.80	\$66.60	\$43.10	\$66.90
60-74	\$67.70	\$105.00	\$68.15	\$105.30

\$20,000

Issue - Age	EO	E/Spouse	E/Family	(2) E/Family
16-29	\$11.70	\$17.70	\$12.30	\$18.10
30-39	\$18.30	\$27.30	\$18.70	\$27.70
40-49	\$32.90	\$49.30	\$33.30	\$49.70
50-59	\$56.10	\$87.30	\$56.50	\$87.70
60-74	\$89.30	\$138.50	\$89.50	\$138.90

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-31 Voluntary Products (Critical Illness)
Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Guarantee

Renewal

Colonial Life
Columbia, SC
Salazar Ins.
Not Specified
3 years

Heart Attack /Stroke	100%
Major Organ Failure	100%
End Stage Renal	100%
Cononary Artery Bypass	25%
Permanent Paralysis	100%
Coma	100%
Blindness	100%
Occupational HIV/Hepatits A, B, C	100%

City of Weslaco

Summary of Comparative Cost RFP #2016-17-31 Voluntary Products (Critical Illness) Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Guarantee

Option 1

The Standard
Lincoln, NE
Jeff Everitt
20%
3 year

Select

Issue - Age	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
<30	\$4.53	\$6.35	\$8.17	\$9.99	\$11.81	\$13.63	\$15.45	\$17.27	\$19.09	\$20.91
30-39	\$6.87	\$11.03	\$15.19	\$19.36	\$23.52	\$27.68	\$31.84	\$36.00	\$40.16	\$44.32
40-49	\$10.77	\$18.82	\$26.88	\$34.93	\$42.99	\$51.04	\$59.10	\$67.15	\$75.21	\$83.26
50-59	\$19.28	\$35.84	\$52.41	\$68.97	\$85.54	\$102.11	\$118.67	\$135.24	\$151.80	\$168.37
60-70	\$33.38	\$64.06	\$94.73	\$125.41	\$156.08	\$186.75	\$217.43	\$248.10	\$278.77	\$309.45

Enhanced

Issue - Age	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
<30	\$5.08	\$7.44	\$9.81	\$12.18	\$14.54	\$16.91	\$19.27	\$21.64	\$24.01	\$26.37
30-39	\$7.30	\$11.89	\$16.48	\$21.07	\$25.65	\$30.24	\$34.83	\$39.42	\$44.01	\$48.60
40-49	\$11.12	\$19.53	\$27.94	\$36.35	\$44.76	\$53.17	\$61.58	\$69.99	\$78.40	\$86.81
50-59	\$19.75	\$36.79	\$53.83	\$70.88	\$87.92	\$104.96	\$122.00	\$139.04	\$156.08	\$173.12
60-70	\$34.27	\$65.82	\$97.37	\$128.93	\$160.48	\$192.04	\$223.59	\$256.15	\$286.70	\$318.26

Premeir

Issue - Age	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
<30	\$5.46	\$8.20	\$10.95	\$13.70	\$16.45	\$19.19	\$21.94	\$24.69	\$27.43	\$30.18
30-39	\$7.82	\$12.92	\$18.03	\$23.14	\$28.25	\$33.35	\$38.46	\$43.57	\$48.67	\$53.78
40-49	\$11.86	\$21.02	\$30.17	\$39.33	\$48.48	\$57.63	\$66.79	\$75.94	\$85.09	\$94.25
50-59	\$21.27	\$39.84	\$58.40	\$79.96	\$95.53	\$114.09	\$132.65	\$151.22	\$169.78	\$188.34
60-70	\$37.27	\$71.82	\$106.38	\$140.94	\$175.49	\$210.05	\$244.60	\$279.16	\$313.72	\$348.27

City of Weslaco

Summary of Comparative Cost RFP #2016-17-31 Voluntary Products (Critical Illness) Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Guarantee

Option 2

The Standard
Lincoln, NE
Jeff Everitt
20%
3 year

Select

Issue - Age	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
<30	\$5.55	\$8.38	\$11.22	\$14.05	\$16.89	\$19.72	\$22.56	\$25.39	\$28.23	\$31.06
30-39	\$9.96	\$17.21	\$24.45	\$31.70	\$38.95	\$46.20	\$53.44	\$60.69	\$67.94	\$75.19
40-49	\$18.36	\$34.01	\$49.66	\$65.31	\$80.96	\$96.61	\$112.26	\$127.91	\$143.56	\$159.21
50-59	\$38.47	\$74.23	\$109.99	\$145.75	\$181.51	\$217.27	\$253.03	\$288.79	\$324.55	\$360.31
60-70	\$72.28	\$141.85	\$211.43	\$281.00	\$350.57	\$420.14	\$489.71	\$559.28	\$628.86	\$698.43

Enhanced

Issue - Age	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
<30	\$6.06	\$9.42	\$12.77	\$16.12	\$19.47	\$22.83	\$26.18	\$29.53	\$32.88	\$36.24
30-39	\$10.35	\$18.00	\$25.64	\$33.29	\$40.93	\$48.57	\$56.22	\$63.86	\$71.50	\$79.15
40-49	\$18.72	\$34.72	\$50.72	\$66.73	\$82.73	\$98.47	\$114.74	\$130.75	\$146.75	\$162.76
50-59	\$38.97	\$75.22	\$111.48	\$147.74	\$184.00	\$220.25	\$256.51	\$292.77	\$329.02	\$365.28
60-70	\$73.22	\$143.73	\$214.24	\$284.75	\$355.26	\$425.77	\$496.28	\$566.79	\$637.30	\$707.81

Premeir

Issue - Age	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
<30	\$6.49	\$10.26	\$14.04	\$17.81	\$21.59	\$25.37	\$29.14	\$32.92	\$36.69	\$40.47
30-39	\$10.99	\$19.27	\$27.54	\$35.82	\$44.10	\$52.38	\$60.66	\$68.93	\$77.21	\$85.49
40-49	\$19.62	\$36.52	\$53.43	\$70.34	\$87.25	\$104.15	\$121.06	\$137.97	\$154.87	\$171.78
50-59	\$40.68	\$78.64	\$116.61	\$154.58	\$192.55	\$230.51	\$268.48	\$306.45	\$344.41	\$382.38
60-70	\$76.49	\$150.28	\$224.06	\$297.85	\$371.63	\$445.41	\$519.20	\$592.98	\$666.76	\$740.55

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-31 Voluntary Products (Critical Illness)
Review Date: 9/9/2017

Recommended

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Guarantee

Option 3

Combined
Chicago, IL
Salazar, Ins.
25% first year, 3% for renewal years
2 years

Gold Plan \$10,000

Issue - Age	EE, NT	TB	EE + SP, NT	TB	EE + CH, NT	TB	EE + FAM, NT	TB
18-25	\$9.55	\$13.03	\$14.02	\$18.83	\$9.55	\$13.03	\$14.02	\$18.83
26-30	\$10.19	\$14.23	\$14.97	\$20.62	\$10.19	\$14.23	\$14.97	\$20.62
31-35	\$12.20	\$17.91	\$18.00	\$26.16	\$12.20	\$17.91	\$18.00	\$26.16
36-40	\$15.90	\$24.64	\$23.53	\$36.24	\$15.90	\$24.64	\$23.53	\$36.24
41-45	\$19.71	\$31.93	\$29.25	\$47.18	\$19.71	\$31.93	\$29.25	\$47.18
46-50	\$26.10	\$44.16	\$38.85	\$65.53	\$26.10	\$44.16	\$38.85	\$65.53
51-55	\$31.98	\$56.15	\$47.66	\$83.51	\$31.98	\$56.15	\$47.66	\$83.51
56-60	\$42.48	\$75.86	\$63.41	\$113.08	\$42.48	\$75.86	\$63.41	\$113.08
61-65	\$54.70	\$99.40	\$81.75	\$148.38	\$54.70	\$99.40	\$81.75	\$148.38
66-69	\$65.66	\$121.29	\$98.19	\$181.21	\$65.66	\$121.29	\$98.19	\$181.21
70+	\$76.70	\$143.65	\$114.73	\$214.77	\$76.70	\$143.65	\$114.73	\$214.77

Gold Plan \$20,000

Issue - Age	EE, NT	TB	EE + SP, NT	TB	EE + CH, NT	TB	EE + FAM, NT	TB
18-25	\$14.61	\$20.76	\$21.54	\$30.36	\$14.61	\$20.76	\$21.54	\$30.36
26-30	\$15.88	\$23.16	\$23.44	\$33.94	\$15.88	\$23.16	\$23.44	\$33.94
31-35	\$19.91	\$30.53	\$29.49	\$45.01	\$19.91	\$30.53	\$29.49	\$45.01
36-40	\$27.30	\$43.98	\$40.56	\$65.17	\$27.30	\$43.98	\$40.56	\$65.17
41-45	\$34.93	\$58.56	\$51.99	\$87.06	\$34.93	\$58.56	\$51.99	\$87.06
46-50	\$47.41	\$83.03	\$71.19	\$123.76	\$47.41	\$83.03	\$71.19	\$123.76
51-55	\$59.46	\$107.01	\$88.81	\$159.72	\$59.46	\$107.01	\$88.81	\$159.72
56-60	\$80.46	\$146.43	\$120.31	\$218.86	\$80.46	\$146.43	\$120.31	\$218.86
61-65	\$104.91	\$193.50	\$156.99	\$289.46	\$104.91	\$193.50	\$156.99	\$289.46
66-69	\$126.83	\$237.28	\$189.87	\$355.12	\$126.83	\$237.28	\$189.87	\$355.12
70+	\$148.90	\$282.01	\$222.96	\$422.24	\$148.90	\$282.01	\$222.96	\$422.24

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-31 Voluntary Products (Critical Illness)
Review Date: 9/9/2017

Recommended

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Guarantee

Option 3

Combined
Chicago, IL
Salazar, Ins.
25% first year, 3% for renewal years
2 years

Platinum Plan \$10,000

Issue - Age	EE, NT	TB	EE + SP, NT	TB	EE + CH, NT	TB	EE + FAM, NT	TB
18-25	\$10.77	\$15.04	\$15.27	\$20.89	\$10.77	\$15.04	\$15.27	\$20.89
26-30	\$11.40	\$16.23	\$16.21	\$22.67	\$11.40	\$16.23	\$16.21	\$22.67
31-35	\$13.42	\$19.92	\$19.24	\$28.22	\$13.42	\$19.92	\$19.24	\$28.22
36-40	\$17.11	\$26.66	\$24.77	\$38.32	\$17.11	\$26.66	\$24.77	\$38.32
41-45	\$20.92	\$33.96	\$30.51	\$49.27	\$20.92	\$33.96	\$30.51	\$49.27
46-50	\$27.33	\$46.21	\$40.11	\$67.64	\$27.33	\$46.21	\$40.11	\$67.64
51-55	\$33.21	\$58.21	\$48.92	\$85.63	\$33.21	\$58.21	\$48.92	\$85.63
56-60	\$43.72	\$77.92	\$64.68	\$115.22	\$43.72	\$77.92	\$64.68	\$115.22
61-65	\$55.94	\$101.46	\$83.02	\$150.53	\$55.94	\$101.46	\$83.02	\$150.53
66-69	\$66.91	\$123.36	\$99.47	\$183.37	\$66.91	\$123.36	\$99.47	\$183.37
70+	\$77.94	\$145.75	\$116.02	\$216.95	\$77.94	\$145.75	\$116.02	\$216.95

Platinum Plan \$20,000

Issue - Age	EE, NT	TB	EE + SP, NT	TB	EE + CH, NT	TB	EE + FAM, NT	TB
18-25	\$15.97	\$22.92	\$22.97	\$32.62	\$15.97	\$22.92	\$22.97	\$32.62
26-30	\$17.23	\$25.31	\$24.85	\$36.18	\$17.23	\$25.31	\$24.85	\$36.18
31-35	\$21.27	\$32.69	\$30.92	\$47.27	\$21.27	\$32.69	\$30.92	\$47.27
36-40	\$28.65	\$46.16	\$41.98	\$67.47	\$28.65	\$46.16	\$41.98	\$67.47
41-45	\$36.38	\$60.76	\$53.45	\$89.37	\$36.38	\$60.76	\$53.45	\$89.37
46-50	\$49.10	\$85.26	\$72.65	\$126.12	\$49.10	\$85.26	\$72.65	\$126.12
51-55	\$60.85	\$109.26	\$90.28	\$162.10	\$60.85	\$109.26	\$90.28	\$162.10
56-60	\$81.87	\$148.69	\$121.80	\$221.27	\$81.87	\$148.69	\$121.80	\$221.27
61-65	\$106.32	\$195.77	\$158.48	\$291.90	\$106.32	\$195.77	\$158.48	\$291.90
66-69	\$128.25	\$239.57	\$191.38	\$357.58	\$128.25	\$239.57	\$191.38	\$357.58
70+	\$150.32	\$284.34	\$224.48	\$424.73	\$150.32	\$284.34	\$224.48	\$424.73

City of Weslaco

Summary of Comparative Cost RFP #2016-17-31 Voluntary Products (Critical Illness) Review Date: 9/9/2017

Recommended

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Guarantee

Option 3

Combined
Chicago, IL
Salazar, Ins.
25% first year, 3% for renewal years
2 years

Diamond Plan \$10,000

Issue - Age	EE, NT	TB	EE + SP, NT	TB	EE + CH, NT	TB	EE + FAM, NT	TB
18-25	\$11.89	\$16.83	\$17.27	\$24.18	\$11.89	\$16.83	\$17.27	\$24.18
26-30	\$12.61	\$18.17	\$18.34	\$26.17	\$12.61	\$18.17	\$18.34	\$26.17
31-35	\$14.79	\$22.10	\$21.61	\$32.08	\$14.79	\$22.10	\$21.61	\$32.08
36-40	\$18.80	\$29.33	\$27.62	\$42.94	\$18.80	\$29.33	\$27.62	\$42.94
41-45	\$23.01	\$37.27	\$33.94	\$54.83	\$23.01	\$37.27	\$33.94	\$54.83
46-50	\$30.27	\$50.87	\$44.82	\$75.23	\$30.27	\$50.87	\$44.82	\$75.23
51-55	\$37.19	\$64.59	\$55.21	\$95.81	\$37.19	\$64.59	\$55.21	\$95.81
56-60	\$49.80	\$87.62	\$74.12	\$130.35	\$49.80	\$87.62	\$74.12	\$130.35
61-65	\$66.19	\$117.90	\$98.72	\$175.77	\$66.19	\$117.90	\$98.72	\$175.77
66-69	\$82.94	\$151.87	\$123.83	\$226.72	\$82.94	\$151.87	\$123.83	\$226.72
70+	\$105.23	\$196.68	\$157.27	\$293.94	\$105.23	\$196.68	\$157.27	\$293.94

Diamond Plan \$20,000

Issue - Age	EE, NT	TB	EE + SP, NT	TB	EE + CH, NT	TB	EE + FAM, NT	TB
18-25	\$17.28	\$24.99	\$25.22	\$36.27	\$17.28	\$24.99	\$25.22	\$36.27
26-30	\$18.73	\$27.66	\$27.37	\$40.25	\$18.73	\$27.66	\$27.37	\$40.25
31-35	\$23.08	\$35.53	\$33.90	\$52.07	\$23.08	\$35.53	\$33.90	\$52.07
36-40	\$31.10	\$49.99	\$45.92	\$73.79	\$31.10	\$49.99	\$45.92	\$73.79
41-45	\$39.53	\$65.86	\$58.57	\$97.57	\$39.53	\$65.86	\$58.57	\$97.57
46-50	\$54.05	\$93.06	\$80.33	\$138.37	\$54.05	\$93.06	\$80.33	\$138.37
51-55	\$67.88	\$120.51	\$101.10	\$179.54	\$67.88	\$120.51	\$101.10	\$179.54
56-60	\$93.10	\$166.56	\$138.93	\$248.62	\$93.10	\$166.56	\$138.93	\$248.62
61-65	\$125.88	\$227.13	\$188.12	\$339.45	\$125.88	\$227.13	\$188.12	\$339.45
66-69	\$159.38	\$295.06	\$238.35	\$441.35	\$159.38	\$295.06	\$238.35	\$441.35
70+	\$203.96	\$384.68	\$305.23	\$575.79	\$203.96	\$384.68	\$305.23	\$575.79

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-31 Voluntary Products (Critical Illness)
Review Date: 9/9/2017

Recommended

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Gurantee

Option 3

Combined
Chicago, IL
Salazar, Ins.
25% first year, 3% for renewal years
2 years

Heart & Stroke/Cancer embedded in Plans

Gold Plan		Platinum Plan		Diamond Plan	
Benign Brain Tumor	100%	Benign Brain Tumor	100%	Benign Brain Tumor	100%
Cancer (except Skin Cancer)	100%	Cancer (except Skin Cancer)	100%	Cancer (except Skin Cancer)	100%
Coma	100%	Coma	100%	Coma	100%
End Stage Renal Failure	100%	End Stage Renal Failure	100%	End Stage Renal Failure	100%
Heart Attack	100%	Heart Attack	100%	Heart Attack	100%
Organ Failure	100%	Organ Failure	100%	Organ Failure	100%
Stroke	100%	Stroke	100%	Stroke	100%
Carcinoma in Situ	25%	Multiple Sclerosis	100%	Multiple Sclerosis	100%
Coronary Artery Obstruction	25%	Paralysis or Dismemberment	100%	Paralysis or Dismemberment	100%
Skin Cancer	\$250	Carcinoma in Situ	25%	Alzheimers	100%
Mortgage Helper	\$250	Coronary Artery Obstruction	25%	Parkinsons'	100%
Wellness Benefit	\$50	Skin Cancer	\$250	Carcinoma in Situ	25%
		Mortgage Helper	\$500	Coronary Artery Obstruction	25%
		Wellness Benefit	\$50	Skin Cancer	\$250
				Mortgage Helper	\$500
				Wellness Benefit	\$50
				Hospital Admission	\$1,500
				Childhood Benefits Included	

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-31 Voluntary Products (Critical Illness)
Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Guarantee

Option 4

Allstate
Jacksonville, FL
Jeff Everitt, Tamez Ins., Texas Ins., Salazar Ins
Not Specified
2 year

Non-Tabacco

Issue - Age	\$10,000		\$20,000	
	E+CH	Family	E+CH	Family
18-29	\$3.69	\$6.89	\$5.85	\$10.77
30-39	\$5.36	\$9.50	\$8.90	\$15.34
40-49	\$8.69	\$14.66	\$14.88	\$24.32
50-59	\$14.16	\$23.08	\$24.92	\$39.37
60-64	\$18.29	\$29.43	\$32.65	\$50.97
65+	\$29.47	\$46.33	\$54.47	\$83.70

Tabacco

Issue - Age	\$10,000		\$20,000	
	E+CH	Family	E+CH	Family
18-29	\$4.40	\$7.95	\$7.26	\$12.90
30-39	\$7.64	\$12.90	\$13.45	\$22.17
40-49	\$13.92	\$22.51	\$25.35	\$40.02
50-59	\$22.82	\$36.07	\$42.23	\$65.35
60-64	\$30.16	\$47.22	\$56.38	\$86.57
65+	\$49.67	\$76.63	\$94.87	\$144.30

Heart Attack and Stroke
Coronary Artery Bypass
Major Organ Transplant
End Stage Renal Failure
Waiver of Premium

100%
25%
100%
100%
Yes

Option 1

\$10,000
\$10,000
\$2,500
\$10,000

Option 2

\$20,000
\$20,000
\$5,000
\$20,000

City of Weslaco

Summary of Comparative Cost RFP #2016-17-31 Voluntary Products (Critical Illness) Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Guarantee

Option 4

Trustmark
Worcester, MA
Not Specified
Proprietary
Lifetime

Non-Tabacco

\$15,000

Issue - Age	EE	EE + SP	EE + CH	EE + FAM
35	\$14.53	\$22.20	\$15.84	\$23.52
45	\$18.74	\$29.58	\$20.05	\$30.89
55	\$25.30	\$41.08	\$26.62	\$42.39

Tabacco

\$15,000

Issue - Age	EE	EE + SP	EE + CH	EE + FAM
35	\$28.77	\$45.76	\$30.08	\$47.07
45	\$42.47	\$69.52	\$43.78	\$70.83
55	\$59.95	\$100.10	\$61.27	\$101.42

Non-Tabacco with Cancer

\$15,000

Issue - Age	EE	EE + SP	EE + CH	EE + FAM
35	\$22,629*	\$15.06	\$19,487*	\$16.20
45	\$24.57	\$23.30	\$16.23	\$24.26
55	\$47.12	\$38.18	\$26.25	\$39.36

Tabacco with Cancer

\$15,000

Issue - Age	EE	EE + SP	EE + CH	EE + FAM
35	\$15,021*	\$20.76	\$14.02	\$21.79
45	\$24.57	\$38.37	\$25.57	\$39.37
55	\$47.12	\$72.31	\$48.22	\$73.41

* Minimum benefit available for \$3 per week

City of Weslaco

Summary of Comparative Cost RFP #2016-17-31 Voluntary Products (Critical Illness) Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission
Rate Gurantee

Option 5

Cigna
Phoenix, AZ
Texas Ins. Center
15%
3 years

Non Tobacco \$5,000

Issue - Age	EO	E/Spouse	E/Children	E/Family
0-29	\$2.52	\$5.17	\$4.42	\$7.08
30-39	\$3.34	\$6.72	\$5.24	\$8.63
40-49	\$5.36	\$9.97	\$7.26	\$11.87
50-59	\$9.93	\$16.89	\$11.84	\$18.80
60-69	\$16.59	\$26.06	\$18.49	\$27.96
70-69	\$28.95	\$46.45	\$30.86	\$48.36
80+	\$49.08	\$77.32	\$50.98	\$79.22

\$10,000

Issue - Age	EO	E/Spouse	E/Children	E/Family
0-29	\$3.62	\$6.90	\$6.06	\$9.34
30-39	\$5.27	\$10.00	\$7.71	\$12.44
40-49	\$9.30	\$16.49	\$11.74	\$18.93
50-59	\$18.45	\$30.33	\$20.90	\$32.78
60-69	\$31.76	\$48.67	\$34.20	\$51.11
70-69	\$56.49	\$89.45	\$58.93	\$91.90
80+	\$96.74	\$151.19	\$99.19	\$153.63

Tobacco \$5,000

Issue - Age	EO	E/Spouse	E/Children	E/Family
0-29	\$2.91	\$5.81	\$4.82	\$7.71
30-39	\$49.69	\$8.98	\$6.59	\$10.88
40-49	\$9.04	\$15.96	\$10.95	\$17.86
50-59	\$17.57	\$29.03	\$19.48	\$30.93
60-69	\$27.78	\$43.37	\$29.68	\$45.28
70-69	\$42.84	\$68.70	\$44.75	\$70.60
80+	\$63.26	\$100.12	\$65.17	\$102.03

\$10,000

Issue - Age	EO	E/Spouse	E/Children	E/Family
0-29	\$4.41	\$8.16	\$6.86	\$10.60
30-39	\$7.96	\$14.50	\$10.40	\$16.95
40-49	\$16.67	\$28.47	\$19.12	\$30.91
50-59	\$33.73	\$54.61	\$36.17	\$57.05
60-69	\$54.14	\$83.30	\$56.58	\$85.74
70-69	\$84.27	\$133.94	\$86.71	\$136.39
80+	\$125.11	\$196.79	\$127.55	\$199.24

City of Weslaco

Summary of Comparative Cost RFP #2016-17-31 Voluntary Products (Critical Illness) Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission

Option 5

Cigna
Phoenix, AZ
Texas Ins. Center
15%
3 years

Non Tobacco \$15,000

Issue - Age	EO	E/Spouse	E/Children	E/Family
0-29	\$4.72	\$8.62	\$7.70	\$11.60
30-39	\$7.19	\$13.27	\$10.17	\$16.26
40-49	\$13.24	\$23.01	\$16.22	\$25.99
50-59	\$26.97	\$43.78	\$29.95	\$46.76
60-69	\$46.93	\$71.28	\$49.91	\$74.26
70-69	\$84.02	\$132.45	\$87.01	\$135.44
80+	\$144.01	\$225.06	\$147.39	\$228.04

\$20,000

Issue - Age	EO	E/Spouse	E/Children	E/Family
0-29	\$5.82	\$10.34	\$9.34	\$13.86
30-39	\$9.11	\$16.55	\$12.64	\$20.07
40-49	\$17.18	\$29.53	\$20.70	\$33.05
50-59	\$35.49	\$57.22	\$39.01	\$60.74
60-69	\$62.10	\$93.89	\$65.62	\$97.41
70-69	\$111.56	\$175.46	\$115.08	\$178.98
80+	\$192.07	\$298.93	\$195.59	\$302.45

Heart Attack and Stroke
Coronary Artery Bypass
Major Organ Transplant
End Stage Renal Failure
Waiver of Premium

100% Invasive Cancer
25% Carcinoma in Situ
100% Advanced Alzheimer's
100% ALS
Yes Parkinsons'

Tobacco \$15,000

Issue - Age	EO	E/Spouse	E/Children	E/Family
0-29	\$5.91	\$10.52	\$8.89	\$13.50
30-39	\$11.23	\$20.03	\$14.21	\$23.01
40-49	\$24.30	\$40.98	\$27.28	\$43.96
50-59	\$49.88	\$80.18	\$52.87	\$83.17
60-69	\$80.50	\$123.22	\$83.48	\$126.20
70-69	\$125.70	\$199.19	\$128.68	\$202.17
80+	\$186.96	\$293.47	\$189.94	\$296.45

\$20,000

Issue - Age	EO	E/Spouse	E/Children	E/Family
0-29	\$7.41	\$12.87	\$10.93	\$16.39
30-39	\$14.50	\$25.56	\$18.02	\$29.08
40-49	\$31.93	\$53.49	\$35.45	\$57.01
50-59	\$66.04	\$105.76	\$69.56	\$109.28
60-69	\$106.86	\$163.14	\$110.38	\$166.66
70-69	\$167.12	\$264.44	\$170.64	\$267.96
80+	\$248.81	\$390.14	\$252.33	\$393.66

100% Multiple Sclerosis
25% Coma
25% Blindness
25% Benign Tumor
25% End Stage Renal, Major Organ Failure
25%

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-31 Voluntary Products (Critical Illness)
Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission

Option 6

Sunlife Financial
Wellesely, MA
Jeff Everitt
Graded Scaled Commission

\$1,000

Issue - Age	EE, NT	TB	EE + SP, NT	TB
0-29	\$0.44	\$0.55	\$0.44	\$0.55
30-39	\$0.57	\$0.83	\$0.57	\$0.83
40-49	\$0.94	\$1.54	\$0.94	\$1.54
50-59	\$1.54	\$2.61	\$1.54	\$2.61
60-69	\$2.33	\$4.34	\$2.33	\$4.34
70+	\$5.53	\$8.48	\$5.53	\$8.48

All Eligible Dependent Children \$0.020

Monthly Wellness Premiums

<u>Employee</u>	<u>Spouse</u>	<u>Child</u>
\$1.25	\$1.25	no charge

Heart Attack and Stroke	100%
Coronary Artery Bypass	25%
Major Organ Transplant	100%
End Stage Renal Failure	100%
Angioplasty	N/A
Occupational HIV	100%
Blindness	100%
Loss of speech, hearing	100%
Coma	100%
Advanced ALS	100%
Waiver of Premium	N/A

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-31 Voluntary Products (Critical Illness)
Review Date: 9/9/2017

General

Insurance Company
Claim Payment Office
Agent(s) Specified
Commission

Option 7

Dearborn National
Lombard, IL
Tamez Ins.

Issue - Age	Employee Rate per \$1,000	Spouse Rate per \$1,000	Dependent Rate per \$1,000
below 30	\$0.656	\$0.984	\$0.470
30-39	\$0.959	\$1.314	
40-49	\$1.970	\$2.383	
50-59	\$4.095	\$4.538	
60-64	\$7.695	\$8.139	
65+	\$10.001	\$10.685	

Voluntary Products

TERM LIFE ADD

City of Weslaco

Summary of Comparative Cost
RFP #2016-17-31 Voluntary Products (Term Life ADD)
Review Date: 9/9/2017

General

Insurance Company
Claims payment office
Agent(s) Listed
Commission
Rate Guarantee

Option 1

Colonial Life
Columbia, SC
Salazar, Ins.
Not Specified
2 years

<u>Age</u>	<u>Term Life (Adults)</u> <u>Employee</u> <u>Per \$1,000</u>	<u>Spouse</u> <u>Per \$1,000</u>	<u>Uni-tabacco</u> <u>Spouse</u> <u>Per \$1,000</u>	<u>Child(ren)</u> <u>Term Life</u> <u>Per \$1,000</u>
0-24	\$0.081	\$0.101	\$0.039	\$0.353
25-29	\$0.082	\$0.102	\$0.050	
30-34	\$0.104	\$0.130	\$0.073	
35-39	\$0.148	\$0.193	\$0.111	
40-44	\$0.225	\$3.100	\$0.168	
45-49	\$0.356	\$0.491	\$0.258	
50-54	\$0.522	\$0.766	\$0.382	
55-59	\$0.768	\$1.018	\$0.552	
60-64	\$1.020	\$1.306	\$0.747	
65-69	\$1.453	\$1.798	\$1.080	
70-74	\$2.749	\$3.372	\$2.042	
75+	\$8.586	\$9.812	\$6.314	
AD & D	\$0.040		\$0.039	\$0.035

City of Weslaco

Summary of Comparative Cost

RFP #2016-17-31 Voluntary Products (Term Life ADD)

Review Date: 9/9/2017

General

Insurance Company
Claims payment office
Agent(s) Listed
Commission
Rate Guarantee

Recommended			
Option 2			
The Standard			
White Plains, NY			
Jeff Everitt			
10%			
3 years			
<u>Age</u>	Term Life (Adults) Employee <u>Per \$1,000</u>	Spouse <u>Per \$1,000</u>	Child(ren) Term Life <u>Per \$1,000</u>
0-24	\$0.06	\$0.06	\$0.17
25-29	\$0.07	\$0.07	
30-34	\$0.09	\$0.09	
35-39	\$0.10	\$0.10	
40-44	\$0.17	\$0.17	
45-49	\$0.23	\$0.23	
50-54	\$0.42	\$0.42	
55-59	\$0.70	\$0.70	
60-64	\$0.90	\$0.90	
65-69	\$1.60	\$1.60	
70+	\$3.90	\$3.90	
AD & D	\$0.03	\$0.04	\$0.04

City of Weslaco

Summary of Comparative Cost

RFP #2016-17-31 Voluntary Products (Term Life ADD)

Review Date: 9/9/2017

General

Insurance Company
Claims payment office
Agent(s) Listed
Commission
Rate Guarantee

Option 3

Dearborn National
Lombard, IL
Tamez Ins.
15%
2 year

<u>Age</u>	<u>Term Life (Adults)</u> <u>Employee</u> <u>Per \$1,000</u>	<u>Spouse</u> <u>Per \$1,000</u>	<u>Child(ren)</u> <u>Term Life</u> <u>Per \$1,000</u>
0-24	\$0.066	\$0.066	\$0.21
25-29	\$0.074	\$0.074	
30-34	\$0.092	\$0.092	
35-39	\$0.123	\$0.123	
40-44	\$0.168	\$0.168	
45-49	\$0.265	\$0.265	
50-54	\$0.40	\$0.40	
55-59	\$0.656	\$0.656	
60-64	\$1.169	\$1.169	
65-69	\$2.051	\$2.051	
70-74	\$2.406	\$2.406	
75+	\$3.75	\$3.75	
AD & D	\$0.033	\$0.033	\$0.033

Reduction Schedule

<u>Age</u>	<u>Percentage</u>
65	65%
70	60%
75	75%
80	75%

City of Weslaco

Summary of Comparative Cost

RFP #2016-17-31 Voluntary Products (Term Life ADD)

Review Date: 9/9/2017

General

Insurance Company
Claims payment office
Agent(s) Listed
Commission
Rate Guarantee

Option 4

Cigna
Phoenix, AZ
Texas Ins. Center
15%
2 year

<u>Age</u>	<u>Employee/Spouse Smoker Per \$1,000</u>	<u>Employee/Spouse Non - Smoker Per \$1,000</u>	<u>Child(ren) Term Life Per \$1,000</u>
<20	\$0.088	\$0.059	\$0.266
20-24	\$0.088	\$0.059	
25-29	\$0.100	\$0.066	
30-34	\$0.123	\$0.082	
35-39	\$0.178	\$0.110	
40-44	\$0.266	\$0.151	
45-49	\$0.413	\$0.238	
50-54	\$0.691	\$0.359	
55-59	\$0.978	\$0.588	
60-64	\$1.632	\$1.048	
65-69	\$2.728	\$1.839	
70-74	\$3.115	\$2.157	
75-79	\$4.338	\$3.362	
80-84	\$4.338	\$3.362	
85-90	\$4.338	\$3.362	
90-94	\$4.338	\$3.362	
95-99	\$4.338	\$3.362	

* Term Life Only

City of Weslaco

Summary of Comparative Cost

RFP #2016-17-31 Voluntary Products (Term Life ADD)

Review Date: 9/9/2017

General

Insurance Company
Claims payment office
Agent(s) Listed
Commission
Rate Guarantee

Option 5

Sunlife Financial
Wellesely, MA
Jeff Everitt
Graded Scaled Commission
2 year

<u>Age</u>	<u>Term Life (Adults)</u> <u>Employee</u> <u>Per \$1,000</u>	<u>Spouse</u> <u>Per \$1,000</u>	<u>Child(ren)</u> <u>Term Life</u> <u>Per \$1,000</u>
0-24	\$0.099	\$0.069	\$0.277
25-29	\$0.099	\$0.069	
30-34	\$0.099	\$0.069	
35-39	\$0.149	\$0.108	
40-44	\$0.211	\$0.150	
45-49	\$0.328	\$0.250	
50-54	\$0.514	\$0.385	
55-59	\$0.846	\$0.609	
60-64	\$1.070	\$0.771	
65-69	\$1.795	\$1.226	
70-74	\$2.944	\$2.944	
75+	\$5.696	\$5.696	
AD & D	\$0.032	\$0.032	\$0.071



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1236
From:		
Subject: Discussion and consideration to approve Resolution 2017-64 nominating a candidate to the Hidalgo County Appraisal District Board of Directors for the 2018-2019 election and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Office of the City Secretary.)		
Background: This is the annual election process for the Board of Directors to the Hidalgo County Appraisal District. Each taxing entity shall submit their nomination of a candidate(s) on or before October 16, 2017 to the Chief Appraiser by resolution adopted by the governing body. The Chief Appraiser will then submit the top candidates to the taxing entity for casting of votes.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Resolution		
If item previously considered, provide date and action by Commission: Weslaco Commission action on September 15, 2015 approved Resolution 2015-52; nomination of David Hernandez to the Board of Directors 2016-2017 unanimously.		
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 Elizabeth Walker Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approval.		
Staff Recommendation: Approval.		
Attachments, if any: Request for board member nomination, Resolution 2017-64		
Responsibilities upon Approval: Execute and notify Hidalgo County Appraisal District on nomination.		

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120



www.hidalgoad.org

BOARD OF DIRECTORS

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

August 28, 2017

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



Re: Election of Board of Directors 2018-2019

Dear Honorable Mayor:

The Hidalgo County Appraisal District is governed by a Board of Directors that are appointed by vote of the taxing units that participate in the district. In accordance with Section 6.03 of the Property Tax Code, the Appraisal District will be conducting the 2018-2019 election for the Board of Directors of the Hidalgo County Appraisal District. Attached you will find important information and dates for you to keep in mind for the 2018-2019 election process.

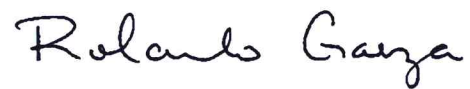
The Board of Directors consists of six (6) members, five (5) voting members who are appointed by vote and one (1) nonvoting member, which is the County Tax Assessor/Collector. Therefore, for this election each voting taxing unit may nominate one (1) but no more than five (5) candidates for the election.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

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

Before December 29, 2017, the Chief Appraiser shall declare the five candidates that received the most votes elected and submit the results to the candidates and the governing bodies of the taxing entities.

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

Sincerely,

A handwritten signature in black ink that reads "Rolando Garza". The script is cursive and fluid.

Rolando Garza, RPA
Chief Appraiser

RG:pma

Attachment

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120



www.hidalgoad.org

BOARD OF DIRECTORS

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

 Hidalgo County Appraisal District Timeline Election of Board of Directors 2018 - 2019	
August 2017 But before October 1, 2017	Notify all presiding officers of each taxing unit about upcoming election and their voting entitlement for the 2018-2019 election for the Board of Directors for the Appraisal District.
But before October 16, 2017	The Presiding Officer of the unit submit the names of the nominees by written resolution to the Chief Appraiser.
But before October 31, 2017	Each voting unit cast it vote by written resolution and submits it to the Chief Appraiser.
But before December 29, 2017	The Chief Appraiser shall count the vote and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and to the candidates.

RESOLUTION NO. 2017-64

STATE OF TEXAS § RESOLUTION NOMINATING A CANDIDATE
COUNTY OF HIDALGO § TO HIDALGO COUNTY APPRAISAL
CITY OF WESLACO § DISTRICT BOARD OF DIRECTORS FY2018-
2019

WHEREAS, the City of Weslaco, a governmental unit entitled to vote in the selection of a Board of Directors for the Hidalgo County Appraisal District, has been notified by the Chief Appraiser of Hidalgo County, Texas, that nominations to the said Board of Directors should be submitted in Resolution form to the Chief Appraiser before October 16, 2017; and

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

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

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

PASSED AND APPROVED this 19th day of September, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1185	
From:			
Subject: Discussion and consideration to approve Mid Valley Airport Ground Lease Agreements, with a reversion clause, for the following Hangers: A) Tenant Art Beckwith for Hangars W-22 and W-30; and B) Tenant Terry Barbee, D/B/A WTB Trading Company, for Hangars W-12, W-13, W-21, W-26, and W-28 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)			
Background: Over the course of the past year, the Airport Advisory Board worked with Airport Staff, KSA, TXDOT and the City Attorney's office to draft the ground lease agreement template and negotiate the ground lease rate increases. Each rate was determined by improvement type (i.e. reversion or non-reversion clause and location). The City Commission has approved both the ground lease agreement templates and ground lease rates. The ground lease agreements being presented are for the hangars located on the west side of the airport. These hangars are within proposed redevelopment area as presented in the Airport Business Plan and are not eligible for non-reversion clause. The tenants have been advised to the lease term and the city's Airport Business Plan. Due to the limited lease term with non-renewal options, the ground lease rate is lower than those hangars located on the east side.			
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 Airport Advisory Board approved the Airport Lease rates and Lease templates at previous scheduled meetings.			
Andrew Muñoz Andrew Muñoz Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			

Staff Recommendation:

Airport staff recommends approval.

Attachments, if any:

W-22, W-30, W-12, W-13, W-21, W-26, W-28

Responsibilities upon Approval:

Lease Agreement

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

This lease is entered into this ____ day of _____, 2017, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Art Beckwith, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,320 sq. ft.** (W22) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may not be renewed or extended.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of


Lessee Initials

the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly/yearly the sum of \$ **290.40**. The first month's/year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

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

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

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

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


Lessee Initials

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

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

Section 4. Use of Lease Premises

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

contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

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


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Lessor. Any such non-aviation related business or activity must be so established by a separate contract.

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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

successfully fulfill the conditions of this contract.

- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition: (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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


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Section 9. Non-Discrimination

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

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any

program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt

requested. No other form of payment or notice will be accepted. Notice by email is not accepted.

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


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C) Notice to Lessee to be sent to:

Lessee Name: Art Beckwith
Address: PO Box 1029
Progreso, TX 78579


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

Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there


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from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to

Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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

EXECUTED this _____ day of _____, 2017.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary

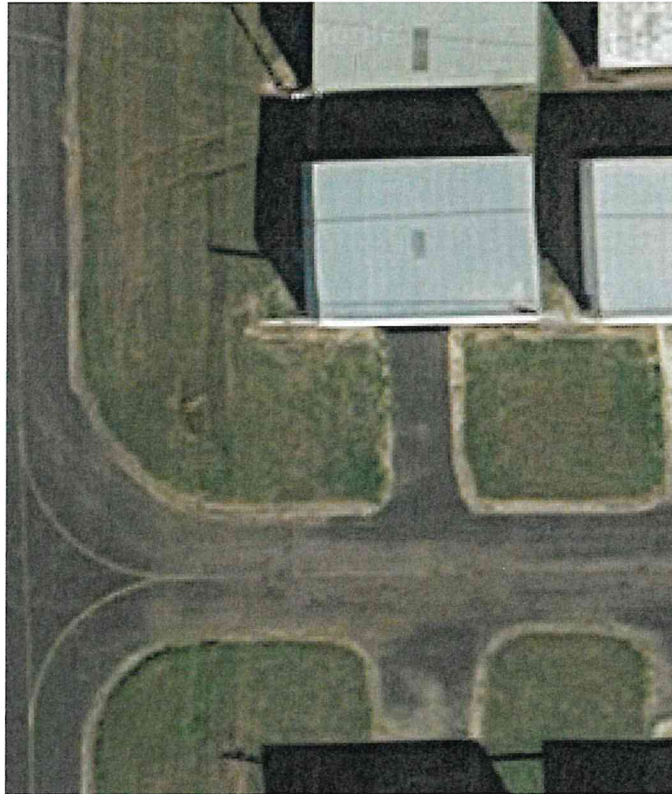


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“EXHIBIT A”

HANGAR W22
30 x 44



Lease Agreement

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

This lease is entered into this ____ day of _____, 2017, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Art Beckwith, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,386 sq. ft.** (W30) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may not be renewed or extended.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of


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the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly/yearly the sum of \$ 304.92. The first month's/year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

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

- B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and


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

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

Section 4. Use of Lease Premises

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


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contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

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


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Lessor. Any such non-aviation related business or activity must be so established by a separate contract.

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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

- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination


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

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government


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commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

- B) Notice to Lessor is to be sent to:


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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


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C) Notice to Lessee to be sent to:

Lessee Name: Art Beckwith
Address: PO Box 1029
Progreso, TX 78579


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

Section 14. Miscellaneous

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


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TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

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

this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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


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EXECUTED this _____ day of _____, 2017.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

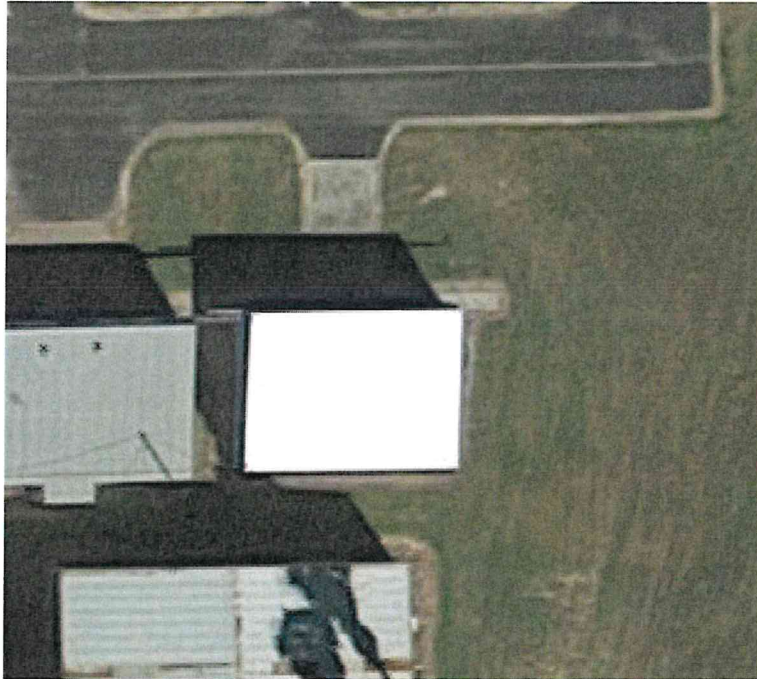
Attest: _____
City Secretary

Lessee


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“EXHIBIT A”

HANGAR W30
33' x 42'



Lease Agreement

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

This lease is entered into this _____ day of _____, 2017, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the “Lessor” and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as “Airport” and Terry Barbee D/B/A WTB Trading Company, hereinafter referred to as “Lessee” who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,320 sq. ft.** (W12) of land more particularly described as set forth in Exhibit “A” which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may not be renewed or extended.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of

the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly/yearly the sum of \$ 290.40. The first month's/year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

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

- B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and

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

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

Section 4. Use of Lease Premises

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

contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

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

Lessor. Any such non-aviation related business or activity must be so established by a separate contract.

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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

successfully fulfill the conditions of this contract.

- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition: (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

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

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any

program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt

requested. No other form of payment or notice will be accepted. Notice by email is not accepted.

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

TB
Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Terry Barbee D/B/A WTB Trading Company
Address: PO Box 445
Weslaco, TX 78599

TB
Lessee Initials

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

Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there

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Lessee Initials

from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to

Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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

EXECUTED this _____ day of _____, 2017.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary

Terry Barbee
Lessee

TB
Lessee Initials

“EXHIBIT A”

HANGAR W12
44 x 30



Lease Agreement

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

This lease is entered into this ____ day of _____, 2017, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Terry Barbee D/B/A WTB Trading Company, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately 1,290 sq. ft. (W13) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of 7 years. Thereafter, this lease may not be renewed or extended.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of

TB
Lessee Initials

the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly/yearly the sum of \$ **290.40**. The first month's/year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

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

- B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and

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

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

Section 4. Use of Lease Premises

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

contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

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

Lessor. Any such non-aviation related business or activity must be so established by a separate contract.

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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

successfully fulfill the conditions of this contract.

- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition: (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

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

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any

program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt

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Weslaco, TX 78596

with a required, simultaneous copy to:

City Attorney
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Weslaco, TX 78596

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Lessee Initials

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Address: PO Box 445
Weslaco, TX 78599

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Lessee Initials

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Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there

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Lessee Initials

from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
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- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.

EXECUTED this _____ day of _____, 2017.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary

Terry Barbee
Lessee

TB
Lessee Initials

“EXHIBIT A”

HANGAR W13
43 x 30



Lease Agreement

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

This lease is entered into this ____ day of _____, 2017, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Terry Barbee D/B/A WTB Trading Company, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately 2,392 sq. ft. (W21) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of 7 years. Thereafter, this lease may not be renewed or extended.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of

the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly/yearly the sum of \$ 526.24. The first month's/year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

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

- B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and

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

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

Section 4. Use of Lease Premises

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

contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

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

Lessor. Any such non-aviation related business or activity must be so established by a separate contract.

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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

successfully fulfill the conditions of this contract.

- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition: (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

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

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any

program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt

requested. No other form of payment or notice will be accepted. Notice by email is not accepted.

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

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C) Notice to Lessee to be sent to:

Lessee Name: Terry Barbee D/B/A WTB Trading Company
Address: PO Box 445
Weslaco, TX 78599

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

Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there

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from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to

Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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

EXECUTED this _____ day of _____, 2017.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary

Terry Barbee

Lessee

“EXHIBIT A”

HANGAR W21
52 x 46



Lease Agreement

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

This lease is entered into this ____ day of _____, 2017, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Terry Barbee D/B/A WTB Trading Company, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. **Lease Premises**

- A) Lessor does hereby lease to Lessee approximately **1,344 sq. ft.** (W26) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. **Term**

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may not be renewed or extended.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of

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the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly/yearly the sum of \$ 295.68. The first month's/year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

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

- B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and

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

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

Section 4. Use of Lease Premises

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

contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

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

Lessor. Any such non-aviation related business or activity must be so established by a separate contract.

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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

successfully fulfill the conditions of this contract.

- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

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

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any

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program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt

requested. No other form of payment or notice will be accepted. Notice by email is not accepted.

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

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C) Notice to Lessee to be sent to:

Lessee Name: Terry Barbee D/B/A WTB Trading Company
Address: PO Box 445
Weslaco, TX 78599

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

Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there

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from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to

Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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

EXECUTED this _____ day of _____, 2017.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

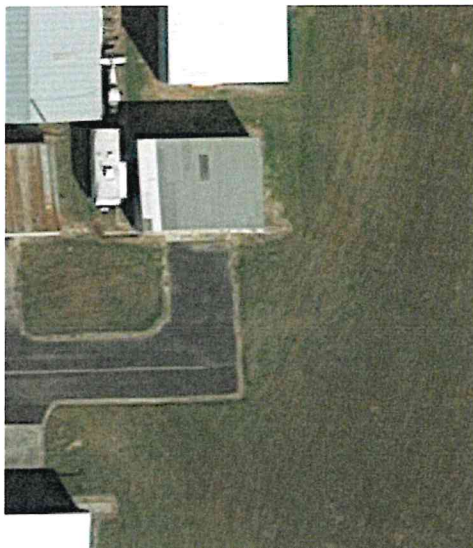
Attest: _____
City Secretary

Terry Barbee

Lessee

“EXHIBIT A”

HANGAR W26
42 x 32



Lease Agreement

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

This lease is entered into this ____ day of _____, 2017, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Terry Barbee D/B/A WTB Trading Company, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,376 sq. ft.** (W28) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may not be renewed or extended.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of

the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly/yearly the sum of \$ 302.72. The first month's/year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

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

- B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and

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

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

Section 4. Use of Lease Premises

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

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contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

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

Lessor. Any such non-aviation related business or activity must be so established by a separate contract.

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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

successfully fulfill the conditions of this contract.

- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition: (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

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

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

Section 9. Non-Discrimination

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

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any

program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt

requested. No other form of payment or notice will be accepted. Notice by email is not accepted.

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

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C) Notice to Lessee to be sent to:

Lessee Name: Terry Barbee D/B/A WTB Trading Company
Address: PO Box 445
Weslaco, TX 78599

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

Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there

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from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to

Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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

EXECUTED this _____ day of _____, 2017.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

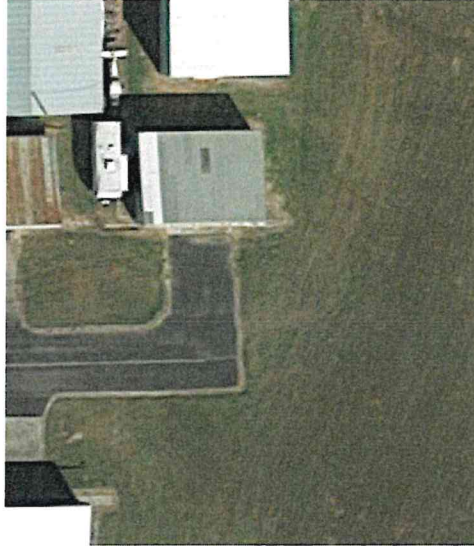
Attest: _____
City Secretary

Terry Barbee
Lessee

TB
Lessee Initials

“EXHIBIT A”

HANGAR W28
43 x 32





Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1186	
From:			
Subject: Discussion and consideration to approve the following Mid Valley Airport Ground Lease Agreements for Hangers, with a non-reversion clause: A) Tenant Art Beckwith for Hangar E-26; and B) Tenant Terry Barbee, D/B/A WTB Trading Company, for Hangars E-11 through E-14 and E-19 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)			
Background: Over the course of the past year, the Airport Advisory Board worked with Airport Staff, KSA, TXDOT and the City Attorney's office to draft the ground lease agreement template and negotiate the ground lease rate increases. Each rate was determined by improvement type (i.e. reversion or non-reversion clause and location). The City Commission has approved both the ground lease agreement templates and ground lease rates. The ground lease agreements being presented are for the hangars located on the east side of the airport. These hangars are in good condition and are eligible for non-reversion clause as the owners of the improvements wish to continue ownership over the useful life of the improvement. The tenants have been advised and have agreed to the higher lease rate.			
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 Board approved Lease rate and Lease templates at previous scheduled meetings.			
Andrew Muñoz		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			

Staff Recommendation:

Airport staff recommends approval.

Attachments, if any:

E-26, E-11 through E-14, E-19

Responsibilities upon Approval:

Lease Agreement

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

This lease is entered into this ____ day of _____, 20__, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Art Beckwith, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **3,000 sq. ft.** (E26) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **10 years**. Thereafter, this lease may be renewed for a subsequent **10 year** extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.


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

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly/yearly the sum of **\$ 810.00**. The first month's/year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

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

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

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

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


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

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

Section 4. Use of Lease Premises

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


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

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


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

Section 5. Sublease, Assignment, or Sale

- A) The Lessee is permitted to sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, to immediately terminate this lease agreement. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this agreement and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this agreement in favor of such assignee.

Section 6. Termination

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


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

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

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation


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program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

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

Section 10. Exclusions

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

governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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


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B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596



Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Art Beckwith
Address: PO Box 1029
Progreso, TX 78579



Lessee Initials

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

Section 14. Miscellaneous

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



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

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


Lessee Initials

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

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

EXECUTED this _____ day of _____, 2017.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary



Lessee


Lessee Initials

“EXHIBIT A”

50' x 60'




Lessee Initials

Lease Agreement

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

This lease is entered into this ____ day of _____, 20__, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the “Lessor” and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as “Airport” and Terry Barbee D/B/A WTB Trading Company, hereinafter referred to as “Lessee” who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **8,143 sq. ft.** (E11 – E14) of land more particularly described as set forth in Exhibit “A” which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **10 years**. Thereafter, this lease may be renewed for a subsequent **10 year** extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.

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

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly/yearly the sum of \$ 2,198.61. The first month's/year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

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

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

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

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

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

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

Section 4. Use of Lease Premises

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

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

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

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

Section 5. Sublease, Assignment, or Sale

- A) The Lessee is permitted to sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, to immediately terminate this lease agreement. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this agreement and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this agreement in favor of such assignee.

Section 6. Termination

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

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

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

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation

program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

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

Section 10. Exclusions

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

governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

TB
Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Terry Barbee D/B/A WTB Trading Company
Address: PO Box 445
Weslaco, TX 78599

TB
Lessee Initials

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

Section 14. Miscellaneous

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

TB
Lessee Initials

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

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

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

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

EXECUTED this _____ day of _____, 2017.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary

Terry Barbee

Lessee

TB
Lessee Initials

“EXHIBIT A”

51' x 103' = 5,253 sq. ft. larger portion
85' x 34' = 2,890 sq. ft. smaller portion



Lease Agreement

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

This lease is entered into this ____ day of _____, 20__, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Terry Barbee D/B/A WTB Trading Company, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **5,400 sq. ft.** (E19) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **10 years**. Thereafter, this lease may be renewed for a subsequent **10 year** extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.

TB
Lessee Initials

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

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly/yearly the sum of \$ 1,458.00. The first month's/year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

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

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

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

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

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

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

Section 4. Use of Lease Premises

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

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

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

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

Section 5. Sublease, Assignment, or Sale

- A) The Lessee is permitted to sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, to immediately terminate this lease agreement. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this agreement and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this agreement in favor of such assignee.

Section 6. Termination

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

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

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

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation

program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

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

Section 10. Exclusions

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

governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

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C) Notice to Lessee to be sent to:

Lessee Name: Terry Barbee D/B/A WTB Trading Company
Address: PO Box 445
Weslaco, TX 78599

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Lessee Initials

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

Section 14. Miscellaneous

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

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Lessee Initials

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

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

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

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

EXECUTED this _____ day of _____, 2017.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

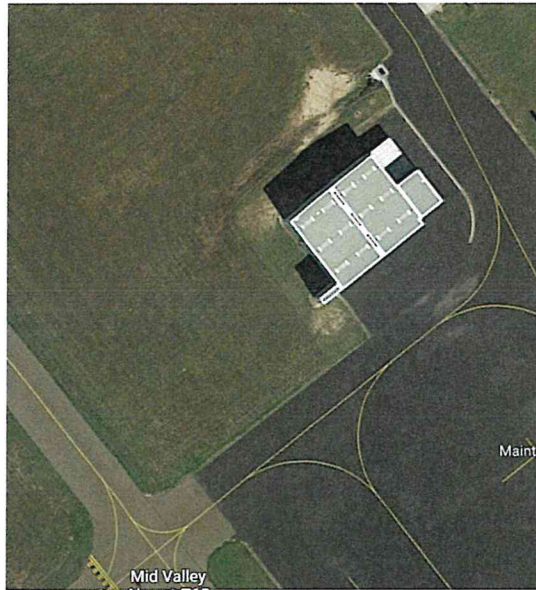
Attest: _____
City Secretary

Terry Barbee

Lessee

“EXHIBIT A”

80' x 60' = 4,800 sq. ft. Hangar
30' x 20' = 600 sq. ft. Office





Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1233
From:		
Subject: Discussion and consideration to authorize solicitation of bids for the Isaac Rodriguez Park Restroom/Maintenance Facility Construction Project and authorize the Mayor to execute and related documents. Possible action. (Staffed by Parks and Recreation.)		
Background: Staff is requesting authorization to solicit bids for the construction for Isaac Rodriguez Restroom/Maintenance building. The proposed building will be adjacent to the proposed splash pad and retention pond. The proposed building will be similar to the existing restroom facility but with a metal canopy room as well as space dedicated for splash pad and park related equipment. The proposed budget is \$80,000 and is identified in the park's Capital Improvement Budget.		
Funding Source (budget code, if applicable): 50-540-4010		
Amount: \$80,000.00	Term of Impact: One Year	Identified in Current Budget: FY17-16 Capital Improvement Project
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 park plan has been presented to the Parks Board however the construction documents for this facility have not been presented.		
Andrew Muñoz Andrew Muñoz David Arce Mike Perez		Created/Initiated Approved Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Park Design		

Responsibilities upon Approval:

1. PROJECT NAME:	ISSAC RODRIGUEZ PARK RESTROOMS
2. PROJECT ADDRESS:	WESTLACO, TX
3. PROJECT DESCRIPTION:	REST ROOM BUILDING
4. APPLICABLE CODES:	ALL WORK SHALL CONFORM TO ALL APPLICABLE GOVERNING CODES INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:
	- INTERNATIONAL BUILDING CODE 2015
	- INTERNATIONAL FIRE CODE 2015
	- NATIONAL ELECTRICAL CODE 2016
	- INTERNATIONAL MECHANICAL CODE 2015
	- TEXAS ACCESSIBILITY STANDARDS (ADA) - 2012
	- ACCESSIBLE AND USEABLE BUILDINGS AND FACILITIES
	- AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) - 2003
5. BUILDING DATA:	NFPA '101
A. OCCUPANCY TYPE:	C-2
B. PROJECTS DESCRIPTION:	COMMERCIAL PLAZA/SHELL ONLY
C. TYPE OF CONSTRUCTION:	NEW
D. TOTAL GROSS FLOOR AREA:	16,674.95
E. NUMBERS OF OCCUPANTS:	--
F. NUMBER OF EXITS:	4
6. EXIT ILLUMINATION:	EMERGENCY EXIT ILLUMINATION PER ELECTRICAL ENGINEER DRAWINGS

AA	ALUMINUM ASSOCIATION	FS	FEDERAL SPECIFICATION
AAMA	AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION	IES	ILLUMINATING ENGINEERING SOCIETY
ACI	AMERICAN CONCRETE INSTITUTE	IRI	INDUSTRIAL RISK INSURERS
ADC	AIR DIFFUSER COUNCIL	MIA	MARBLE INSTITUTE OF AMERICA
AGA	AMERICAN GAS ASSOCIATION	NAAMM	NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURES
AIEE	AMERICAN INSTITUTE OF ELECTRICAL ENGINEERS	NBS	NATIONAL BUREAU OF STANDARDS
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	NCMA	NATIONAL CONCRETE MASONRY INSTITUTE
AIISI	AMERICAN IRON AND STEEL INSTITUTE	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
AMCA	AIR MOVING AND CONDITIONING ASSOCIATION	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	NSF	NATIONAL SANITATION FOUNDATION
APA	AMERICAN PLYWOOD ASSOCIATION	NTMA	NATIONAL TERRAZZO & MOSAIC ASSOCIATION
ARI	AIR CONDITION - REFRIGERATION INSTITUTE	PCA	PORTLAND CEMENT ASSOCIATION
ASHRAE	AMERICAN SOCIETY OF HEATING, REFRIGERATING & AIR CONDITIONING ENGINEERS	PS	PRODUCT STANDARD, U.S. DEPARTMENT OF COMMERCE
ASME	AMERICAN SOCIETY OF MECHANICAL ENGINEERS	SDI	STEEL DECK INSTITUTE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	SIGMA	SEALED INSULATING GLASS MANUFACTURERS ASSOCIATION
AWI	ARCHITECTURAL WOODWORK INSTITUTE	SIACNA	SHEET METAL & AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION
AWPA	AMERICAN WOOD PRESERVERS ASSOCIATION	SPIB	SOUTHERN PINE INSPECTION BUREAU
AWS	AMERICAN WELDING SOCIETY	AAPC	STEEL STRUCTURES PAINTING COUNCIL
BIA	BRICK INSTITUTE OF AMERICA	TCA	TILE COUNCIL OF AMERICA
CRIS	CONCRETE REINFORCING STEEL INSTITUTE	UL	UNDERWRITERS LABORATORIES, INC.
ETL	ELECTRICAL TESTING LABORATORIES	WCLIB	WEST COAST LUMBER INSPECTION BUREAU
FGMZ	FLAT GLASS MARKETING ASSOCIATION	WWPA	WESTERN WOOD PRODUCTS ASSOCIATION
FM	FACTORY MUTUAL		

ADJ. A.F.F.	ADJUSTABLE ABOVE FINISHED FLOOR	DIV. MFR. DWG. DA.	DIVISION DOWN DRAWING EACH	MED. MIN. MIR.	MEDIUM MANUFACTURER MINIMUM MIRROR	SECT. S.F. SHT. SIM.	CESTION SQUARE FEET SHEET SIMILAR
ALT. ALUM. ANOD. AUTO. APPROX.	ALTERNATE ALUMINUM ANODIZED AUTOMATIC APPROXIMATE	ELEC. EQ. EQUIP. EXIST'G	ELECTRICAL EQUAL EQUIPMENT EXISTING	MISC. MLD'G MTD.	MISCELLANEOUS MOULDING MOUNTED	SC. SPEC. SQ.	SOLID CORE SPECIFICATION SQUARE
B.O BD. BLK. BLCK'G. BOT. CLG. CLR. COL.	BOARD BLOCK BLOCKING BOTTOM CEILING CLEAR COLUMN	EXT. FLR. FURR'G GL. GALV. HD. HDWR HORZ.	EXTERIOR FLOOR FURRING GLAZING GALVANIZED HEAVY DUTY HARDWARE HORIZONTAL	MTL. NO. NOM. NOM-COM,N.C. N.T.S. O.C. O.D.	METAL NUMBER NOMINAL NON-COMBUSTIBLE NOT TO SCALE ON CENTER OUTSIDE DIAMETER	SS. STD. S&V SYM. SYS. TEMP. TYP. U.ON.	STAINLESS STEEL STANDARD STAIN & VARNISH SYMMETRICAL SYSTEM TEMPERED TYPICAL UNLESS OTHERWISE
CONST. CONT. CONTR. CTR. DET. DIAG. DIAM. DIM.	CONSTRUCTION CONTINUOUS CONTRACTOR COUNTER DETAIL DIAGONAL DIAMETER DIMENSION	HR. HT. I.D. L. LBL. L.P. MAX. MECH.	HOUR HEIGHT INSIDE DIAMETER LENGHT LABEL LIGHT PANEL MAXIMUM MECHANICAL	PLAS.LAM. PR. PT. PTD. RAD. REF. REM. REQ'D. RET. REV.	PLASTIC LAMINATE PAIR POINT PAINTED RADIUS REFERENCE REMOVE REQUIRED RETURN REVISION	VERT. V.I.F. W/ W/O & @ C M	NOTED VERTICAL VERIFY IN FIELD WITH WITHOUT AND AT CENTERLINE METER

THE GENERAL CONTRACTOR AND ALL CONTRACTORS BIDDING ON THIS PROJECT SHALL VISIT THE SPACE TO FAMILIARIZE THEMSELVES WITH THE ACTUAL JOB CONDITIONS AND TO CHECK FOR ANY INTERFERENCES BETWEEN THEIR WORK AND THAT OF OTHER TRADES AND/OR APPARENT VIOLATIONS OF LOCAL, STATE OR FEDERAL CODES, LAWS OR ORDINANCES AND REGULATIONS BEFORE ENTERING INTO A CONTRACT WITH EITHER THE GENERAL CONTRACTOR AND/OR TENANT. IF ANY INTERFERENCES OR VIOLATIONS APPEAR AND DEPARTURE FROM THE DESIGN INTENT OF THE CONTRACT DOCUMENTS IS REQUIRED, THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT AND TENANT WITH THE AFOREMENTIONED NOTIFICATION SHALL RESULT IN THE SPECIFIC CONTRACTOR BEGIN HELD RESPONSIBLE TO COMPLETE ALL WORK REQUIRED TO MEET THE DESIGN INTENT OF THE CONTRACT DOCUMENTS AT HIS/HER OWN COSTS WITH NO ADDITIONAL EXPENSES (EXTRAS), BEGIN INCURRED BY THE TENANT.

DETAILS IN THIS SET DO NOT SHOW HOW THINGS ARE ATTACHED TO THE EXISTING STRUCTURE. THE GENERAL CONTRACTOR AND ALL CONTRACTORS BIDDING ON THIS PROJECT SHALL COORDINATE THE ATTACHEMENTS WITH THE BUILDING STRUCTURAL ENGINEER AT THEIR OWN EXPENSE.

ANY DAMAGE TO THE EXISTING FIRE PROOFING SHALL BE REPAIRED TO MATCH EXISTING.

<u>OWNER</u>	<u>MECHANICAL</u>
CITY OF WESLACO	<u>ELECTRICAL ENGINEER</u>
<u>CIVIL</u>	<u>LANDSCAPING</u>
MAS ENGINEERING LLC, 3911 N. 10TH ST STE H, McALLEN, TX (956) 537-1311	N/A
<u>ARCHITECT</u>	<u>KITCHEN DESIGN</u>
<u>STRUCTURAL ENGINEER</u>	N/A
MAS ENGINEERING LLC, 3911 N. 10TH ST STE H, McALLEN, TX (956) 537-1311	

THE GENERAL CONTRACTOR (IF REQ'D) SHALL BE REGISTERED WITH THE LOCAL MUNICIPALITY AND SHALL CONFORM WITH ALL APPLICABLE FEDERAL, STATE, MUNICIPAL AND O.S.H.A. BARRIER FREE, A.O.A. AND OWNER RULES, CODES, AND REGULATIONS.

THE GENERAL CONTRACTOR SHALL INCLUDE THE COST OF ALL BUILDING PERMITS, INSPECTION FEES, SHUTDOWN COSTS, LICENCES, ETC. IN HIS CONTRACT, EXCEPT THOSE PROCURED BY OWNER.

THE GENERAL CONTRACTOR AND SUB-CONTRACTORS SHALL VISIT SITE TO FAMILIARIZE THEMSELVES WITH ALL EXISTING CONDITIONS UNDER WHICH THEY WILL BE OBLIGED IN PERFORMING AS PART OF THE WORK. VERIFYING ACCESS, BARRICADE REQUIREMENTS, TEMP. POWER AND HVAC REQUIRED AND OTHER "AS IS" CONDITIONS OF SITE.

ALL CONTRACTORS SHALL COORDINATE THEIR WORK WITH WORK OF OTHERS OR WITH EXISTING CONDITIONS OCCURRING ADJACENT TO ABOVE OR BELOW THE RENOVATION AREAS AND SHALL MAKE CHANGES FROM TIME TO TIME AS REQUIRED TO ACCOMMODATE SUCH WORK OR CONDITIONS. DAMAGE TO FINISH WORK OF THE BUILDING RESULTING FROM HIS FAILURE TO COORDINATE THE WORK MUST BE MADE GOOD BY HIM AT HIS OWN EXPENSE WHEN SO DIRECTED BY FIELD REPRESENTATIVE AND/OR THE OWNER.

THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS. IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE ACTUAL FIELD CONDITIONS, EXISTING DIMENSIONS AND THOSE INDICATED ON THE COURSE OF ACTION, PRIOR TO THE START OF CONSTRUCTION IN THE AREA IN QUESTION.

IN CASE OF DISCREPANCIES OR AMBIGUITIES WITHIN THE DRAWINGS AND/OR SPECIFICATIONS, THE GENERAL CONTRACTOR SHALL CONTACT ARCHITECT FOR A DETERMINATION AND/OR CLARIFICATION PRIOR TO ORDERING MATERIALS OR STARTING CONSTRUCTION IN THE AREA IN QUESTION.

THE GENERAL CONTRACTOR SHALL PROVIDE ADEQUATE MANPOWER FOR COMPLETING THE PROJECT WITH THE SCHEDULED TIME. SHOULD THE CONTRACTOR FALL BEHIND IN THE WORK, IT WILL BE REQUIRED THAT THE CONTRACTOR WORK THE REQUIRED OVERTIME TO MEET THE SCHEDULE WITHOUT ANY ADDITIONAL COST TO THE OWNER.

GENERAL CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS AND INSTALL ALL MATERIAL AS CALLED FOR IN THESE SPECIFICATIONS AND/OR SHOWN ON PLANS OR AS MAY BE REASONABLY IMPLIED BY EITHER, TO PROPERLY EXECUTE THE WORK IN THEIR RESPECTIVE SCOPES. NO EXTRAS WILL BE ALLOWED TO THE CONTRACTOR ON ACCOUNT OF HIS FAILURE TO INCLUDE ALL MATERIALS AND LABORS REQUIRED TO COMPLETE THE WORK AS INTENDED.

GENERAL CONTRACTOR (INCL. ALL SUB TRADES) TO DELIVER ALL MATERIALS TO THE JOB PROPERLY PACKAGED AND ACCURATELY LABELED, AND STORE THEM OFF THE GROUND OR SLAB AND UNDER COVER IN AN AREA DESIGNATED BY THE GENERAL CONTRACTOR. PLACE THE MATERIALS TO FACILITATE AN INVENTORY AND VERIFICATION OF QUANTITIES, MODELS, AND COLORS. DO NOT INSTALL ANY DAMAGED MATERIALS.

EACH CONTRACTOR SHALL PROVIDE SCAFFOLDING AS REQUIRED FOR THE INSULATION OF HIS WORK. LOCATE THE SCAFFOLDING TO MINIMIZE INTERFERENCE WITH THE WORK OF OTHERS. MAINTAIN THE SCAFFOLDING IN A SAFE CONDITION. AS THE WORK IS COMPLETED, REMOVE IT.

EACH CONTRACTOR IS RESPONSIBLE TO PROTECT THE FINISHED WORK INSTALLED BY OTHER TRADES. REPAIR OR REPLACE TO THE SATISFACTION OF THE TENANT, ANY WORK DAMAGED BY THE WORK OF THIS SECTION.

THE DRAWINGS SHOW THE GENERAL ARRANGEMENT, DESIGN AND EXTENT OF WORK AND ARE MORE OR LESS DIAGRAMMATIC. THEY ARE NOT INTENDED TO BE SCALED FOR ROUGH-IN MEASUREMENTS, OR TO SERVE AS SHOP DRAWINGS.

ALL CUTTING AND PATCHING THAT MAY BE NECESSARY FOR THE REVISION OF THE BUILDING SHALL BE MADE AND REPAIRED BY THE CONTRACTOR UNDER THE DIRECTION AND TO THE SATISFACTION OF THE OWNER.

ALL MATERIALS SHALL BE NEW (EXCEPT WHERE SPECIFICALLY DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE) AND AS SPECIFIED OR, IF NOT SPECIFIED, THE BEST OF THEIR RESPECTIVE KINDS AND SHALL CONFORM TO ALL STANDARDS OR REQUIREMENTS GOVERNING SAME AND SHALL BE APPROVED BY THE OWNER AND/OR THE ARCHITECTURE BEFORE BEING INSTALLED. INSTALL IN STRICT ACCORDANCE WITH MANUFACTURERS' SPECIFICATIONS.

THE OWNER RESERVES THE RIGHT TO REQUIRE THE GENERAL CONTRACTOR TO SUBMIT SAMPLES OF ANY OR ALL ARTICLES OR MATERIALS TO BE USED UNDER THESE SPECIFICATIONS.

ALL DIMENSIONAL LUMBER, PLYWOOD, PARTICLE BOARD, ETC. USED IN BUILDING CONSTRUCTION SHALL BE PRESSURE TREATED, U1 CERTIFIED NON-COMBUSTIBLE.

AS A CONDITION PURSUANT TO THE FINAL PAYMENT, THE CONTRACTOR, FOR THE WORK INCLUDED UNDER THIS SPECIFICATION, SHALL EXECUTE A GUARANTEE, IN A FORM APPROVED BY THE OWNER, WARRANTING ALL WORK TO REMAIN IN PERFECT CONDITION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF FINAL COMPLETION AND ACCEPTANCE AND FURTHER THAT THE CONTRACTOR FOR THIS WORK WILL PROMPTLY MAKE GOOD AT HIS OWN EXPENSE, ANY IMPERFECTIONS WHOLE OR IN PART WHICH MAY DEVELOP IN THIS WORK DURING THE PERIOD SPECIFIED, AND ANY DAMAGE TO OTHER WORK, ETC. CAUSED BY SUCH IMPERFECTIONS OR THE REPAIRING OF SAME.

19. ALL CONTRACTORS TO BE BONDABLE AND LICENSED.

20. ALL CONTRACTORS SHALL PROVIDE CERTIFICATES, OF INSURANCE BEFORE STARTING ANY WORK VERIFY TYPES AND AMOUNT OF COVERAGE WITH LANDLORD.

21. THE G.C. SHALL SUBMIT A SCHEDULE FOR THE PROJECT CONSTRUCTION INDICATING COMPLETION DATES AND SHALL COORDINATE WORK WITH LANDLORD AND TENANT.

22. ALL TRADES SHALL CONFINED WORK TO WITHIN PREMISES OF THE PROJECT SPACE AND SHALL WORK IN AN ORDERLY MANNER, REMOVING TRASH AND DEBRIS DAILY FROM THE PREMISES AND DISPOSING IN TRASH DUMPSTER PROVIDED BY THE G.C. AT NO TIME SHALL CONSTRUCTION MATERIALS, PIPES, WIRES, ETC. BE STORED OR PLACED IN PUBLIC AREAS SO AS TO CAUSE POTENTIAL HARM.

23. ANY WORK WHICH AFFECTS THE OPERATION OF THE BUILDING SHALL BE COORDINATED WITH THE OWNER.

24. THE G.C. SHALL OBTAIN WRITTEN APPROVAL FROM THE OWNER PRIOR TO PROCEEDING WITH ANY WORK WHICH DEVIATES FROM THE CONSTRUCTION DOCUMENTS AND FROM THE OWNER PRIOR TO IMPLEMENTING MODIFICATION TO THE OWNER'S BUILDING OR UTILITIES, OR PRIOR TO IMPOSING ANY STRUCTURAL LOADS, TEMPORARY OR PERMANENT ON ANY PART OF THE EXISTING STRUCTURE.

25. CARPENTER TO PROVIDE NON-COMBUSTIBLE WOOD BLOCKING IN WALLS AS REQUIRED FOR CONCEALED SUPPORT OF GRAB BARS, CABINETS, SHELVEING, COUNTERS, SYSTEMS FURNITURE, ETC. (REFER TO DRAWINGS FOR LOCATIONS AS REQUIRED)

26. GYP. BOARD TO BE INSTALLED WITH METAL TRIM, CORNER BEAD, FINISHING COMPOUND, ETC. AS REQUIRED, TAPED AND SANDED TO RECEIVE PAINT OR WALLCOVERING.

27. PREPARE GYP. BOARD SURFACES AS REQUIRED TO RECEIVE NEW FINISHES (AS PER ABOVE).

28. ALL PREPARATION FOR ANY PAINTING INCLUDING CLEANING AND PRIMING TO BE IN ACCORDANCE WITH FINISH PAINT MANUFACTURER'S PRINTED SPECIFICATIONS. ALL WALL SURFACES TO RECEIVE NEW PAINT SHALL BE PREPARED WITH (1) COAT VINYL SEALER, AND (2) COATS OF LATEX PAINT. EXCEPT AS OTHERWISE INDICATED, PROVIDE EGGSHELL FINISH ON ALL WALLS AND FLAT FINISH ON ALL CEILING. PROVIDE THE BEST QUALITY PAINT PRODUCTS OF THE FOLLOWING MANUFACTURERS: SHERWIN WILLIAMS OR APPROVED EQUAL.

29. PREPARE FLOORING SURFACES AS REQUIRED TO PROVIDE SMOOTH SURFACE FOR INSTALLATION OF NEW FINISH FLOOR COVERINGS. PROVIDE MATCHING VINYL TRANSITION STRIP AT INTERFACE OF CARPET AND VINYL COMPOSITION TILE, TYPICALLY. ALL NEW FLOOR COVERINGS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS PRINTED SPECIFICATIONS FOR PREPARATION, ADHESIVES AND FINISH AS REQUIRED. CARPET TO BE FREE OF FRAYS, WRINKLES, OR IMPROPER SEAMS.

30. NEW DOORS AND FRAME PER ARCHITECTURAL DRAWINGS. COORDINATE LOCKSET, HARDWARE, AND KEYING AS REQUIRED WITH OWNER. NEW INTERIOR DOORS TO BE SOLID CORE WOOD. REFER TO DOOR AND HARDWARE SCHEDULE.

31. PROVIDE NEW SUSPENDED CEILING GRID AND TILES AS REQUIRED IN AREAS SHOWN ON REFLECTED CEILING PLAN. SUPPORT W/ "10 HANGER WIRES @ 4'-0" O.C. ATTACH TO NEW STRUCTURE ABOVE. DO NOT USE TOGGLES. DO NOT ATTACH TO PIPING, DUCTWORK, OR HVAC EQUIPMENT. (REFER TO SPECIFICATIONS).

32. MECHANICAL CONTRACTOR SHALL PROVIDE AIR SUPPLY/RETURN AND THERMOSTATS AS REQUIRED TO MAINTAIN PROPER OPERATION AND BALANCING OF HVAC SYSTEM TO ALL AREAS OF PROJECT SPACE TO ENSURE TEMPERATURES NOT EXCEEDING LOCAL ASHRAE STANDARDS. INSTALLATION SHALL AVOID ALL LIGHT FIXTURES AND OTHER CONSTRUCTIONS AS REQUIRED.

33. ELECTRICAL CONTRACTOR TO PROVIDE OUTLETS, EXIT LIGHTS, EMERGENCY/NIGHT LIGHTING, GROUND-FAULT CIRCUIT INTERRUPTERS (GFCI'S), ALARMS, SMOKE DETECTORS, LIGHTING CIRCUITRY, ETC. IN CONFORMANCE AND THESE DRAWINGS AS REQUIRED. ALL WIRING TO BE CONCEALED.

34. GENERAL CONTRACTOR TO PROVIDE FIRE EXTINGUISHERS PER LOCAL CODES AS REQUIRED.

35. ALL PENETRATIONS INTO OR THROUGH VERTICAL OR HORIZONTAL RATED BARRIERS SHALL BE PROTECTED BY A RECOGNIZED AND LISTED SYSTEM.

36. ELECTRICAL CONTRACTOR TO REMOVE AND CAP AS REQUIRED ANY CONDUIT THAT IS TO BE ABANDONED.

37. CIVIL ENGINEERING IS NOT INCLUDED IN THE PROJECT SCOPE AS REFERENCED BY THESE DRAWINGS.

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Sheet List	
Sheet Name	Sheet Number
COVER SHEET	1.0
ADA DETAILS	2.0
STRUCTURAL NOTES	3.0
EXCAVATION PLAN	4.0
FOUNDATION PLAN	5.0
FLOOR PLAN	6.0
ELEVATIONS	7.0
ROOF PLAN	8.0
ILLUMINATION PLAN	9.0

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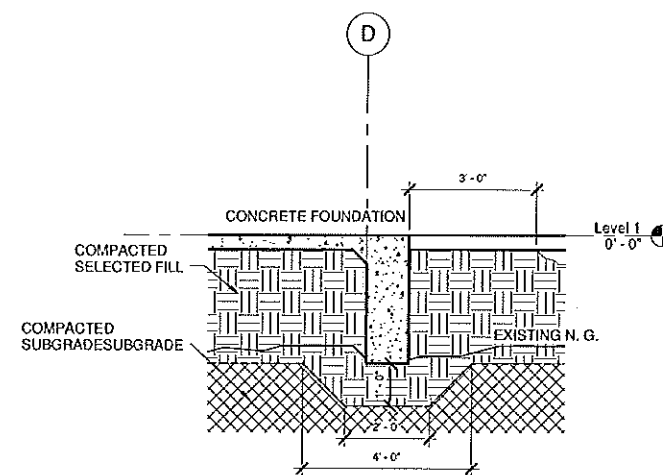
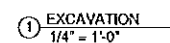
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ISSAC RODRIGUES PARK	
COVER SHEET	
Project number	Project Number
Date	7/17/2011
Drawn by	Author
Checked by	Checker
Approved by	Approver
1.0	
Scale	1/4" = 1'-0"

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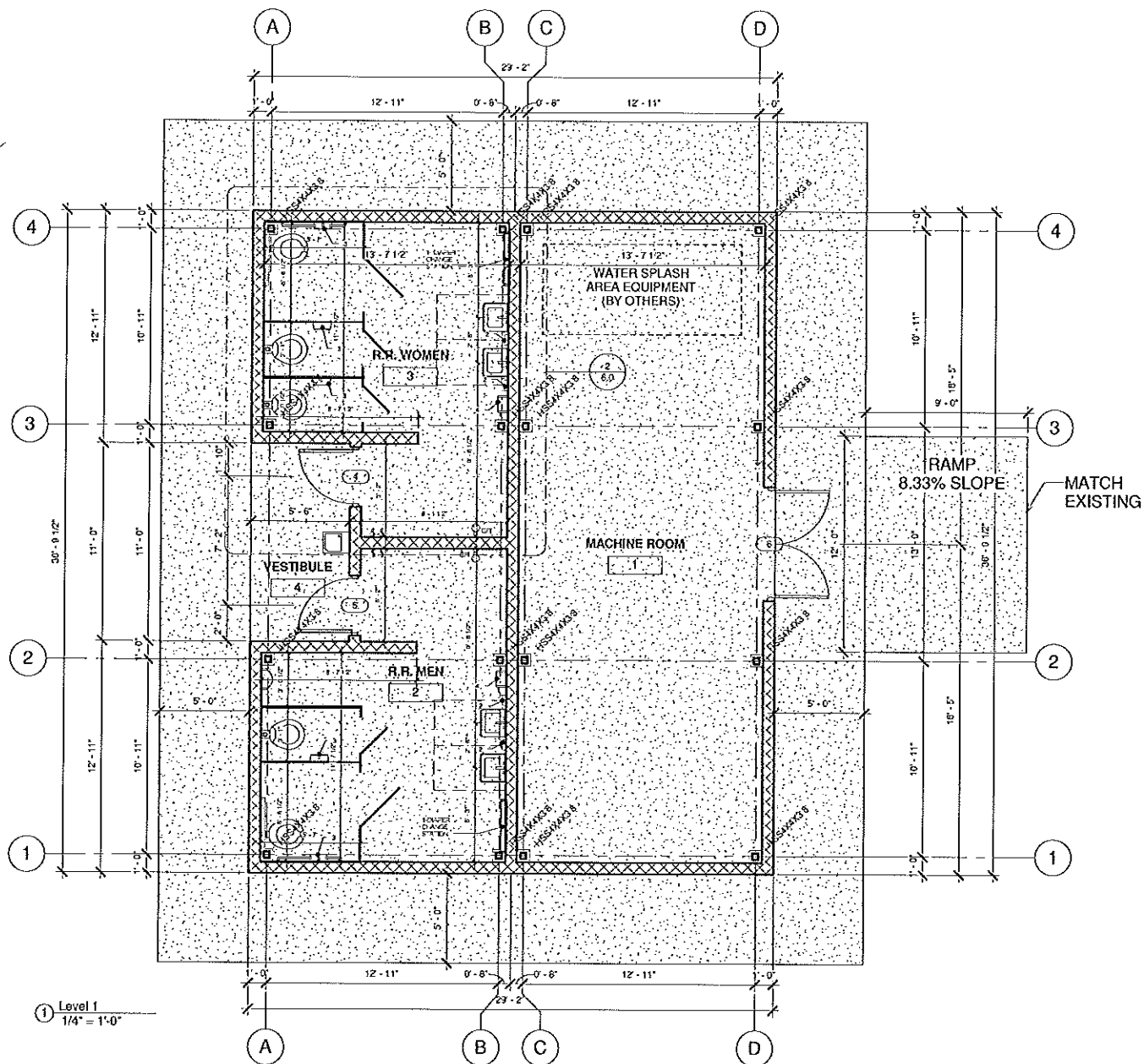


② EXCAVATION DETAIL
1/2" = 1'-0"



W. a. A/
9/14/13

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Scale	As indicated

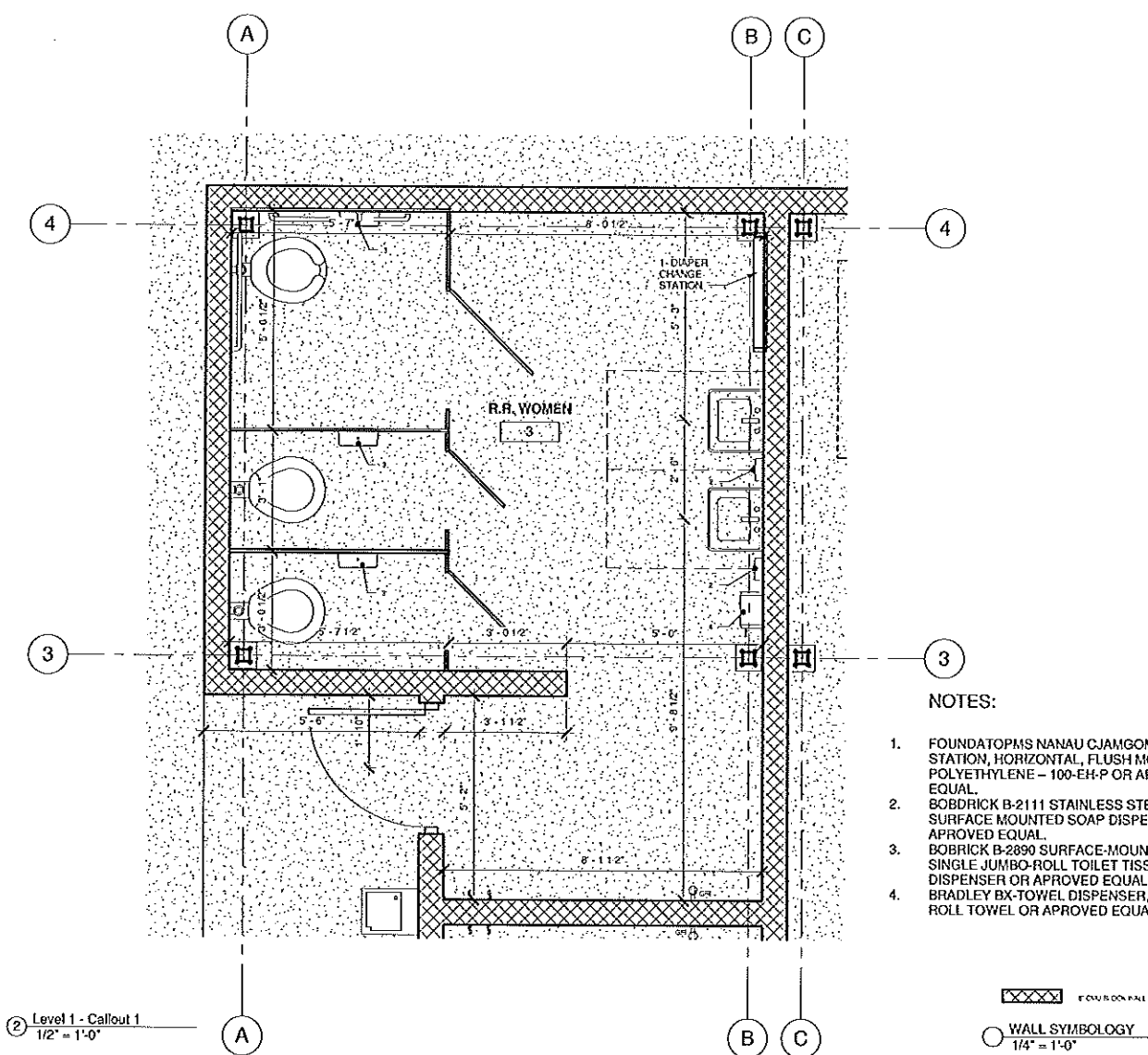


DOOR SCHEDULE									
Mark	Phase Created	Level	Location	Size	Type	Door Material	Frame Material	Fire Rating	Detail
6	New Construction	Level 1	MACHINE ROOM	3'-0" x 7'-0"	MTL	PTD	MTL	PTD	1 HR
4	New Construction	Level 1	R.R. WOMEN	36x84	1 HR MTL	PTD	MTL	PTD	1 HR
5	New Construction	Level 1	R.R. MEN	36x84	1 HR MTL	PTD	MTL	PTD	1 HR

ROOM SCHEDULE									
Number	Name	Floor Finish	Base Finish	WALLS				Ceiling Finish	Height
1	MACHINE ROOM	1	N/A	1	1	1	1	1	10'-0"
2	R.R. MEN	1	N/A	1	1	1	1	1	10'-0"
3	R.R. WOMEN	1	N/A	1	1	1	1	1	10'-0"
4	VESTIBULE	1	N/A	1	1	1	1	1	10'-0"

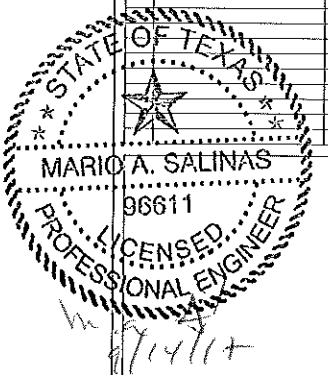
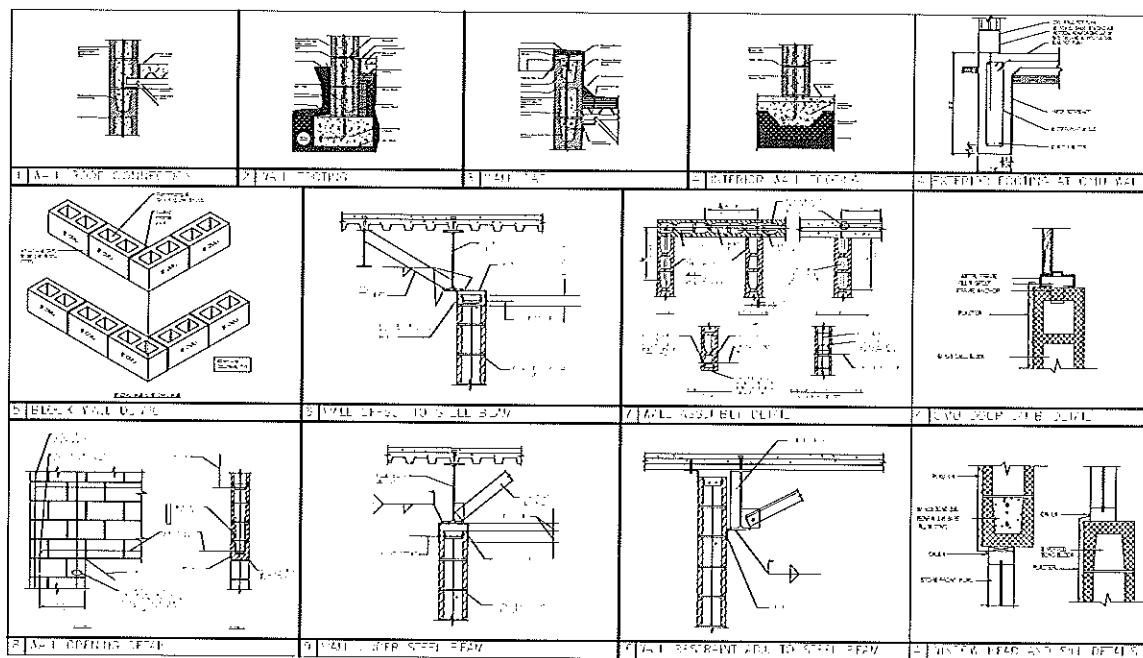
AREA SCHEDULE			
FLOORS	WALLS	VESTIBULE	60.50 S.F.
1. CONCRETE FINISH FLOOR (POLISHED)	1. PAINT CONCRETE BLOCK	MACHINE ROOM	238.02 S.F.
		R.R. MEN	238.02 S.F.
BASE	CEILINGS	R.R. WOMEN	536.55 S.F.
	1. EXPOSED STRUCTURE TO BE PAINTED, COLOR PAS PER OWNER SELECTION.	TOTAL AREA	1,037.098 S.F.

DOOR SCHEDULE ABBREVIATIONS	
ALUM.	- ALUMINUM
MTL.	- METAL
PTD.	- PAINT
FR.	- FRAME
S&V.	- STAIN & VARNISH
SC.	- SOLID CORE
TEMP.	- TEMPERED
GL.	- GLAZING
MFR.	- MANUFACTURED
AVOD.	- ANODIZED
PSDF.	- PACKAGED STEEL DOOR FRAME
20AL.	- 20 MINUTE RATED
1 HR.	- ONE HOUR RATED
SS.	- STAINLESS STEEL
GALV.	- GALVANIZED



- NOTES:
- FOUNDATIONS NANAU CJAMGONG STATION, HORIZONTAL, FLUSH MOUNT, POLYETHYLENE - 100-EH-P OR APPROVED EQUAL.
 - BOBDRICK B-2111 STAINLESS STEEL SURFACE MOUNTED SOAP DISPENSER OR APPROVED EQUAL.
 - BOBDRICK B-2890 SURFACE-MOUNTED SINGLE JUMBO-ROLL TOILET TISSUE DISPENSER OR APPROVED EQUAL.
 - BRADLEY BX-TOWEL DISPENSER, 2483, ROLL TOWEL OR APPROVED EQUAL.

FOUNDATION
WALL SYMBOLLOGY
1/4" = 1'-0"



CITY OF WESLACO
ISSAC RODRIGUES PARK
FLOOR PLAN

Project number Project Number
Date 7/17/2017
Drawn by NS
Checked by NS
Approved by Approver

6.0

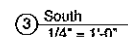
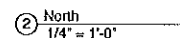
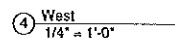
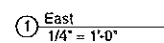
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MAS ENGINEERING LLC
CONSULTING ENGINEERING
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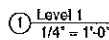
CITY OF WESLACO

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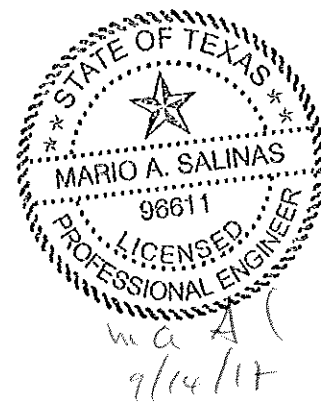
Project number	Project Number
Date	7/17/2017
Drawn by	Author
Checked by	Checker
Approved by	Approver

7.0

Scale $1/4" = 1'-0"$

ELECTRICAL NOTES

1. CONSULT LOCAL UTILITY AND LOCAL CODES FOR PROPER GROUNDING REQUIREMENTS.
2. RECEPTACLES SHALL BE SPACED ACCORDINGLY SO THAT NO POINT ALONG THE FLOOR LINE IS MORE THAN 6'-0" FROM AN OUTLET. NO SPACE FURTHER APART THAN 12' UNLESS OTHERWISE NOTED OR PER ANY SPECIFIC CODES.
3. ALL RECEPTACLES IN BATHROOM, GARAGES, OR OUTDOOR SHALL BE PROTECTED BY A GROUND FAULT INTERRUPTION SYSTEM (G.F.C.I.) AS NOTED ON THE DRAWINGS.
4. OUTLET BOXES IN ALL BETWEEN THE LIVING AREA AND THE GARAGE SHALL BE METAL OR U.L. APPROVED PLASTIC.
5. SMOKE DETECTORS SHALL BE PLACED NO MORE THAN 12" FROM CEILINGS AND 36" FROM DUCT OPENINGS. DETECTORS SHALL BE PERMANENTLY WIRED AND INTERCONNECTED. PROTECT ALL SLEEPING AREAS BY CODE.
6. SWITCH PLATES TO BE PLACED AT 42" ABOVE FINISH FLOOR TO CENTER ON SWITCH.
7. AT LEAST 2-20 AMP SMALL APPLIANCE CIRCUITS SHALL BE PROVIDED TO SERVE THE KITCHEN, NOOK, AND DINING AREAS. THESE CIRCUITS ARE TO HAVE NO OTHER OUTLET CONFORM TO N.E.C. ART 200-29.
8. ALL LIGHTNING FIXTURES LOCATED IN CLOSETS OR STORAGE AREAS SHALL BE LOCATED A MINIMUM OF 18" FROM ALL SHELVING.
9. PROVIDE 200 AMP ELECTRICAL SERVICE PANEL WITH METER EQUIPMENT.
10. PROVIDE DISCONNECT SWITCH FOR AIR HANDLER IN SPACE REQUIRED.
11. PROVIDE OPTIONAL ELECTRICAL TO MASTER BATH TUB (OR AS REQUIRED) FOR WHIRLPOOL HOOK UP PER OWNER (IF APPLICABLE).
12. COORDINATE WITH FOUNTAINWATER ACCESSORIES WITH CONTRACTOR.



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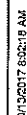
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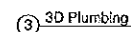
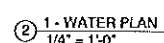
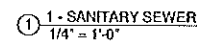
CITY OF WESLACO
ISSAC RODRIGUES PARK
ILLUMINATION PLAN

Project number	Project Number
Date	7/17/2017
Drawn by	Author
Checked by	Checker
Approved by	Approver

9.0

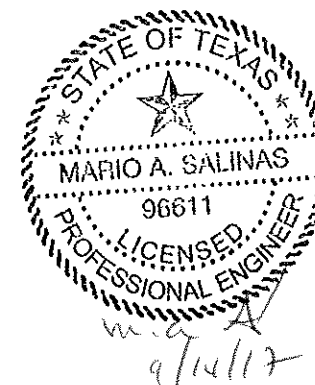
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GENERAL NOTES

- A. COORDINATE EXACT LOCATION OF FLOOR DRAINS WITH ARCHITECTURAL DRAWINGS PRIOR TO INSTALLATION.
 - B. COORDINATE EXACT LOCATION OF SANITARY SEWER, AND COLD WATER STUB UPS IN FLOOR AND STUB THROUGH WALLS FOR PLUMBING FIXTURES PRIOR TO INSTALLATION.
 - C. ALL SANITARY VENTS TO BE 1-1/2" PVC.
1. ACORN PENAL-WARE 1695 SIPHON JET TOILET FLOOR OUTLET OR APPROVED EQUAL.
 2. ACORN PENAL-WARE 1720 SERIES STALL TYPE -- WASHOUT URINAL -- ADA COMPLIANT OR APPROVED EQUAL.
 3. ACORN PENAL-WARE 1652LRB SERIES 18" LAVATORY WITH RECTANGULAR BOWL -- ADA 2010 COMPLIANT OR APPROVED EQUAL.
 4. ACORN PENAL-WARE 1672FA SERIES DRINKING FOUNTAIN -- ADA 2010 COMPLIANT -- FRONT ACCESS OR APPROVED EQUAL.



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CITY OF WESLACO

ISSAC RODRIGUEZ PARK
RESTROOMS

PLUMBING FLOOR PLAN

Project number	Project Number
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Project Number	Project Number
Date	9/8/2017

Drawn by	NS
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Checked by	MAS
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Approved by	Approver
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P 1.0

Scale	As indicated
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LOCATION PLAN
ISAAC RODRIGUEZ PARK IMPROVEMENTS
WESLACO, TX



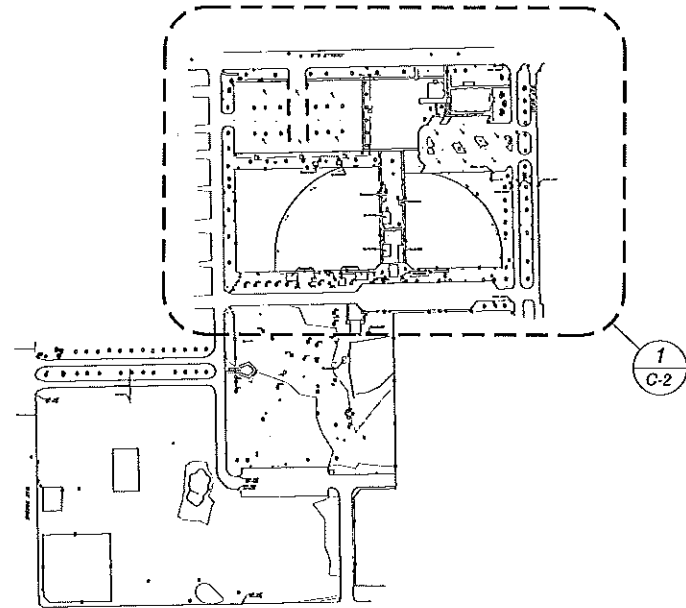
- C-1 EXISTING CONDITIONS (NORTH)
- C-1.1 EXISTING CONDITIONS (SOUTH)
- C-2 SURVEY TOPO (NORTH)
- C-2.1 SURVEY TOPO (SOUTH)
- C-3 SURVEY TOPO AREAL (NORTH)
- C-3.1 SURVEY TOPO AREAL (SOUTH)
- C-4 UTILITY PLAN
- C-5 DRAINAGE DETENTION PLAN
- C-6 STORM SEWER DETAILS
- C-7 WATER DETAILS
- C-SANITARY SEWER DETAILS

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499

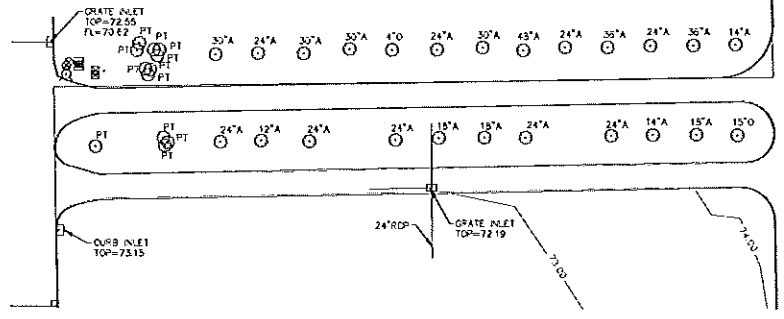
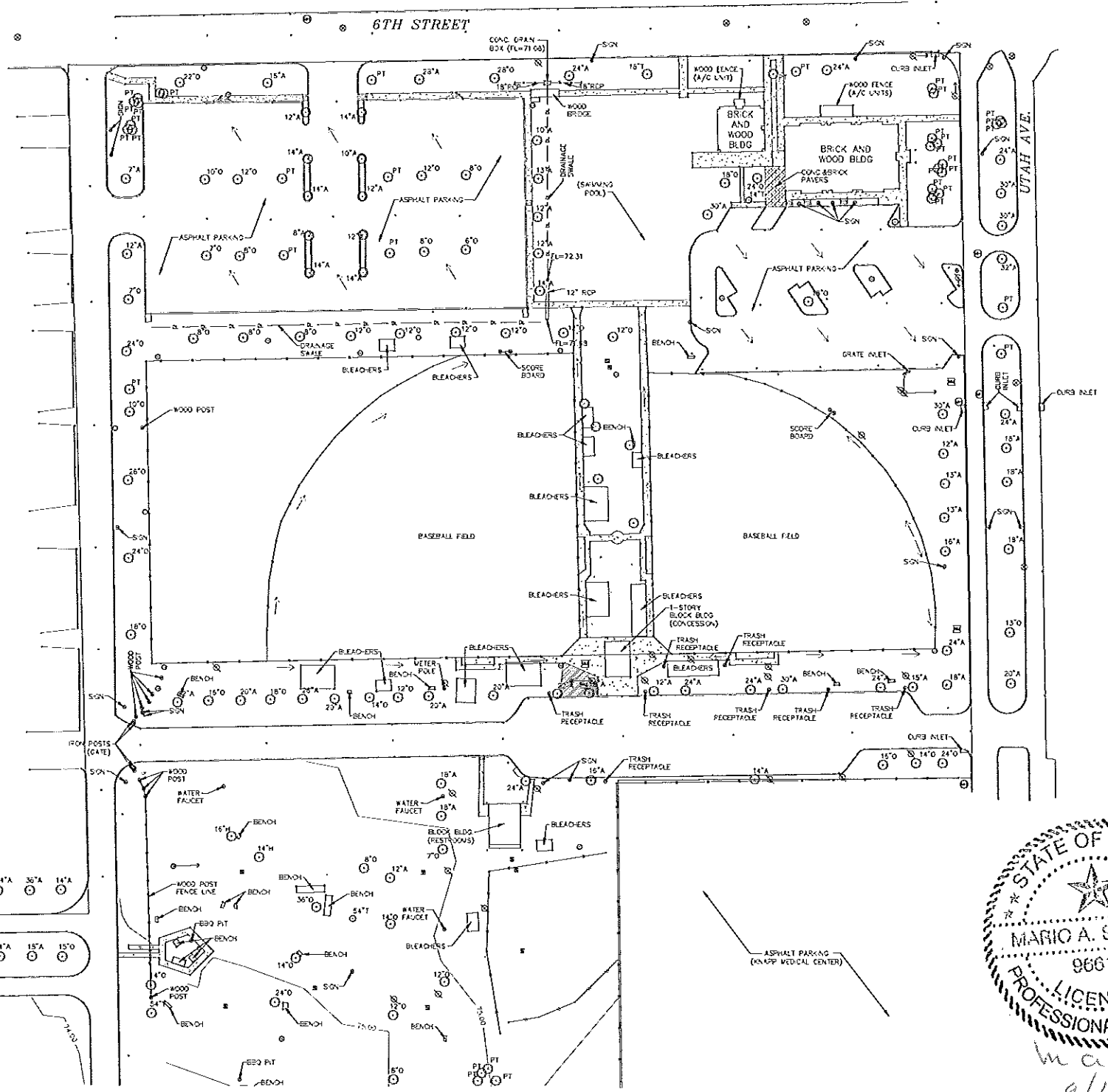
3911 N. 10TH STREET, SUITE H
MCALLEN, TEXAS. 78501

PH. (956) 537-1311
E-MAIL: MSALINAS6973@ATT.NET

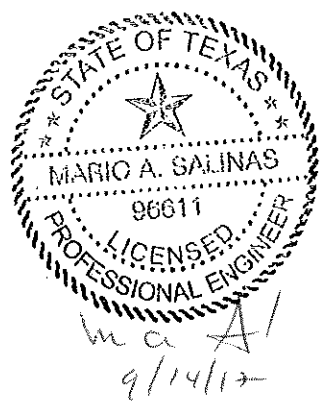
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KEY PLAN
1:200



BENCHMARK:
CUT "D" IN CONCRETE CURB LOCATED ON THE NORTHWEST
INTERSECTION OF BRIDGE AVENUE AND 8TH STREET. ELEVATION
73.01 NAVD 88



- LEGEND
- Found 1/2" iron rod
 - Set 1/2" iron rod with a plastic cap stamped "R&A"
 - Power pole
 - Light pole
 - Water valve
 - Water meter
 - Sprinkler box
 - Iron hole
 - Tree
 - 10'-inch Oak tree
 - 10'-inch Hickory tree
 - 10'-inch Elm tree
 - 10'-inch Iron tree
 - Anchor eye
 - Valve box

PROJECT NAME:	SPLASH PARK
ADDRESS:	WESLACO, TEXAS
CLIENT INFORMATION:	CITY OF WESLACO

MAS ENGINEERING LLC. CONSULTING ENGINEERING FIRM NO. F-15499	PH: (956) 537-1311 E-MAIL: MSALINAS6973@ATT.NET
3911 N 10TH STREET, SUITE H MCALLEN, TEXAS 78501	
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SHEET NAME: EXISTING CONDITIONS (NORTH)	
REVISION: 1	BY: AV
APPROVED BY: MAS	
DATE OF PREPARATION: 09-08-2017	
PROJECT No.	SHEET No. C-1



SCALE 1:50

FIRM NO. F-15499
3911 N 10TH STREET, SUITE H
MCALLEN, TEXAS. 78501
PH. (956) 537-1311
E-MAIL: MSALIN@S6973@ATT.NET

PH. (956) 537-1311
E-MAIL: MSALINAS6973@ATT.NET

3911 N 10TH STREET, SUITE H
MCALLEN, TEXAS. 78501

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PROJECT NAME: SPLASH PARK

ADDRESS: WESLACO, TEXAS

CITY OF WESLACO

SHEET NAME:
EXISTING CONDITIONS
(SOUTH)

REVISION:	BY:	APPROVED BY:
1	AV	MAS

DATE OF PREPARATION:
09-08-2017

PROJECT No.	SHEET No.
	C-1.1

BENCHMARK:
CUT "G" IN CONCRETE CURB LOCATED ON THE NORTHEAST
INTERSECTION OF BRIDGE AVENUE AND 8TH STREET. ELEVATION
73.01 NAVD 88

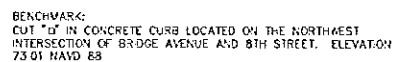
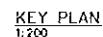
1
C-3

KEY
1:200

LEGEND

- Found 1/2" iron rod
- Set 1/2" iron rod with a
- 1" pipe core stomped R&A
- Power pole
- Light pole
- Water valve
- Water meter
- Sprinkler box
- Don hole
- Tree
- 12"O 10-inch Oak tree
- 12"A 10" Ash tree
- 10"H 10" Hackberry tree
- 12"1 10" Tree
- PT Palm tree
- Amr Amr

Mr. A
9/14/14



SPLASH PARK

WESLACO, TEXAS

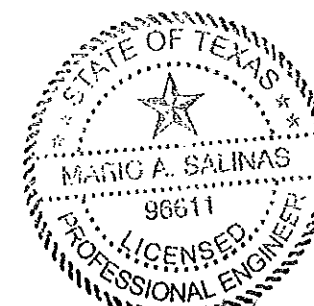
ATION: CITY OF WESLACO

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499

3911 N 10TH STREET, SUITE H
MCALLEN, TEXAS. 78501
PH. (956) 537-1311
E-MAIL: MSALINAS6973@ATT.NET

PH. (956) 537-1311
E-MAIL: MSALINAS6973@ATT.NET

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Mr. C
9/24/14

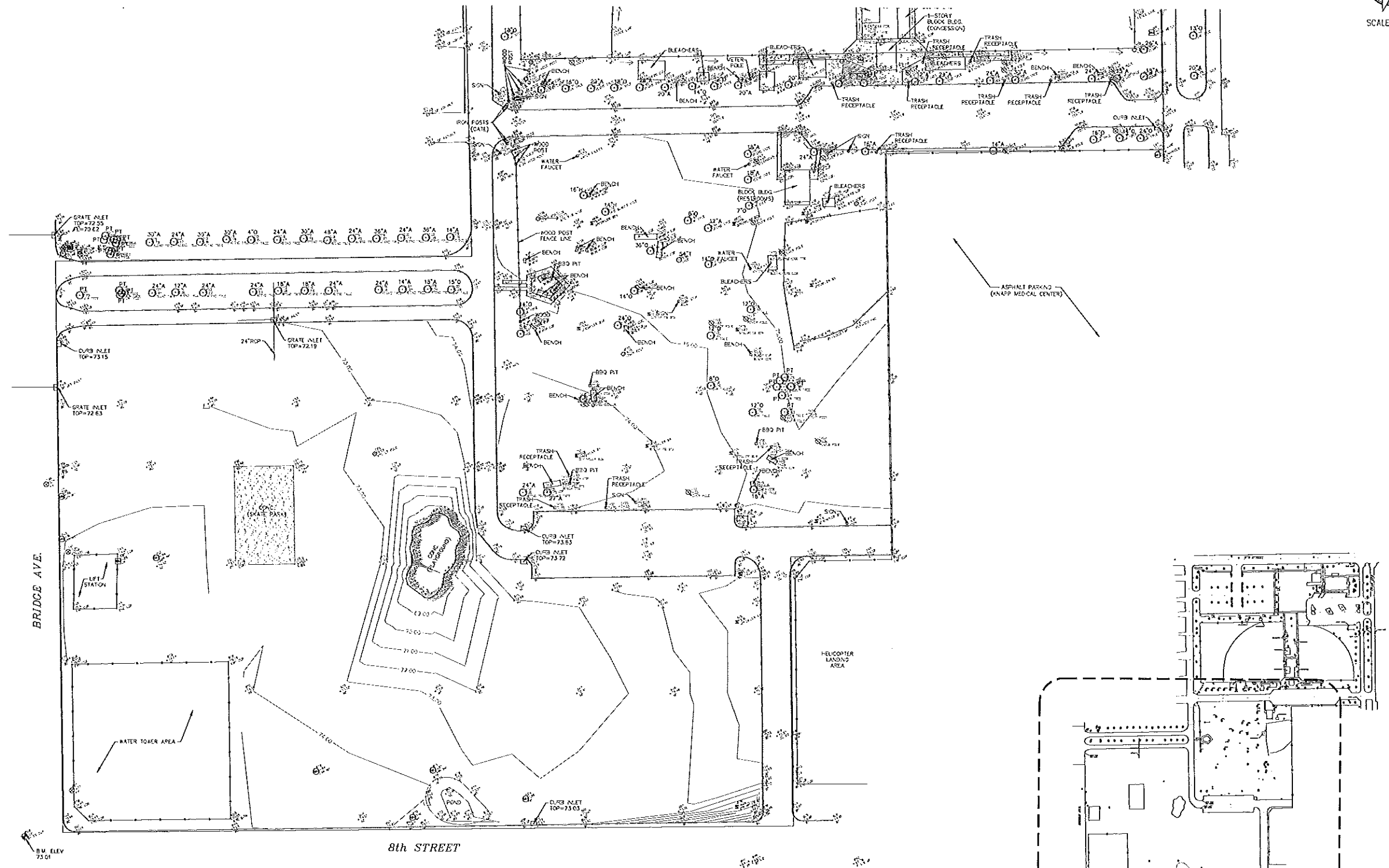
- Found 1/2" iron rod
- Set 1/2" iron rod with g plastic cap stamped R&A
- ⊗ Power pole
- Light pole
- ⊗ Water valve
- ⊗ Water meter
- ⊗ Scrubber box
- Man hole
- Tree
- 120 10-inch Oak tree
- 12A 10" Ash tree
- 104 10" Hockberry tree
- 121 10" Tree
- FT 12" Palm tree
- Archer eye
- ⊗ Valve box

SHEET NAME:
SUREY TOPO (NORTH)

REVISION:	BY:	APPROVED BY:
1	AV	MAS

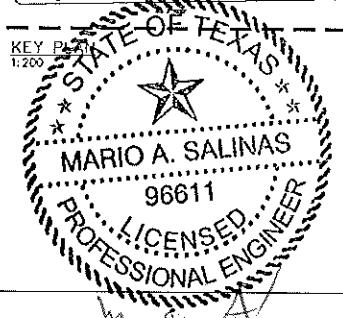
DATE OF PREPARATION:
09-08-2017

PROJECT No.	SHEET No.
	C-2



1
C-3

KEY PLAN
1:200



- LEGEND
- Found 1/2" iron rod
 - Set 1/2" iron rod with a plastic cap stamped "R&A"
 - Power pole
 - Light pole
 - Water valve
 - Water meter
 - Speaker box
 - Man hole
 - 12" 10-inch Oak tree
 - 12" 10" Ash tree
 - 10" Hackberry tree
 - 12" 10" tree
 - Palm tree
 - Anchor eye
 - Valve box

BENCHMARK:
CUT "O" IN CONCRETE CURB LOCATED ON THE NORTHWEST
INTERSECTION OF BRIDGE AVENUE AND 8TH STREET. ELEVATION
73.01 NAD83

PROJECT NAME: **SPLASH PARK**

ADDRESS: **WESLACO, TEXAS**

CLIENT INFORMATION: **CITY OF WESLACO**

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499

3911 N 10TH STREET, SUITE H
MCALLEN, TEXAS, 78501

PH. (956) 537-1311
E-MAIL: MSALINAS6973@ATT.NET

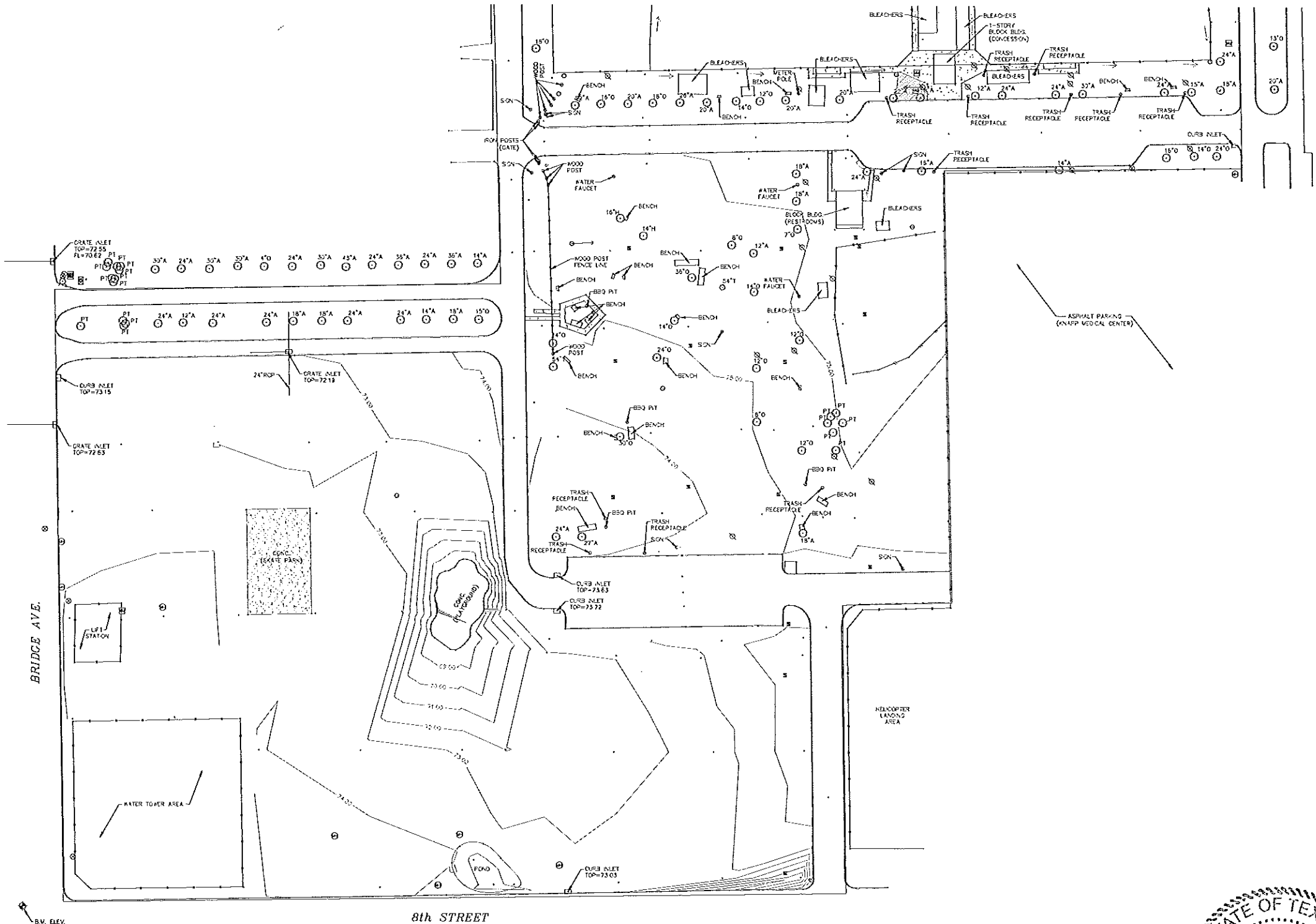
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SHEET NAME: SURVEY TOPO (SOUTH)		
REVISION: 1	BY: AV	APPROVED BY: MAS
DATE OF PREPARATION: 09-08-2017		
PROJECT No.	SHEET No. C-2.1	



PROJECT No.	SHEET No.
	C-3

- Found 1/2" iron rod
- Set 1/2" iron rod with a plastic cap stamped R&A
- Power pole
- Light pole
- Water pole
- Water meter
- Sprinkler box
- Man hole
- Tree
- 10-inch Oak tree
- 10" Ash tree
- 10" Hockberry tree
- 10" Tree
- Palm tree
- Anchor eye
- Valve box



BENCHMARK:
CUT 'UP' IN CONCRETE CURB LOCATED ON THE NORTHWEST
INTERSECTION OF BRIDGE AVENUE AND 8TH STREET. ELEVATION
73.01 NAVD 83



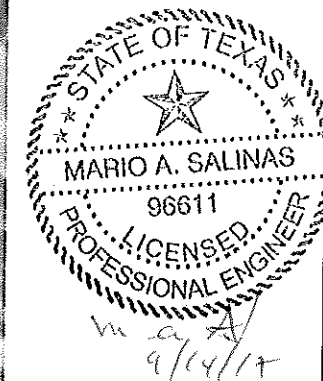
- LEGEND
- Found 1/2" iron rod
 - Set 1/2" iron rod with a plastic cap stamped "R&A"
 - Power pole
 - Light pole
 - Water valve
 - Water meter
 - Sewer box
 - Man hole
 - Tree
 - 10-inch Oak tree
 - 10-inch Ash tree
 - 10-inch Blackberry tree
 - 10-inch Palm tree
 - Anchor eye
 - Valve box

PROJECT NAME: SPLASH PARK	
ADDRESS: WESLACO, TEXAS	
CLIENT INFORMATION: CITY OF WESLACO	

MAS ENGINEERING LLC. CONSULTING ENGINEERING	
FIRM NO. F-15499	
3911 N 10TH STREET, SUITE H MCALLEN, TEXAS 78501	
PH: (956) 537-1311 E-MAIL: MSALINAS@ATT.NET	

SHEET NAME: SURVEY TOPO AERIAL (SOUTH)	
REVISION: 1	BY: AV
APPROVED BY: MAS	
DATE OF PREPARATION: 09-08-2017	
PROJECT No.	SHEET No. C-3.1

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LEGEND

- Found 1/2" iron rod
- Set 1 1/2" iron rod with a plastic cap stamped R&D
- Power pole
- △ Light pole
- ⊗ Water valve
- ⊙ Water meter
- ⊕ Sprinkler box
- Man hole
- Tree
- 10"-inch Oak tree
- 10" Ash tree
- 10" Hackberry tree
- 10" Tree
- Palm tree
- Anchor eye
- Valve box

BENCHMARK:
CUT "D" IN CONCRETE CURB LOCATED ON THE NORTHWEST
INTERSECTION OF BRIDGE AVENUE AND 8TH STREET. ELEVATION
73.01 NAVD 88

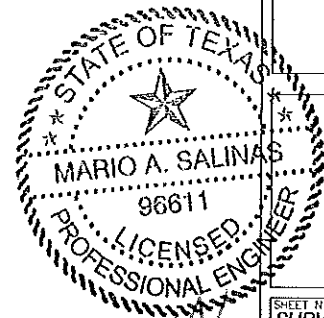
CLIENT INFORMATION: CITY OF WESLACO

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PROJECT No.	SHEET No.
	C-3



BENCHMARK:
CUT "X" IN CONCRETE CURB LOCATED ON THE NORTHEAST
INTERSECTION OF BRIDGE AVENUE AND 8TH STREET. ELEVATION
73.01 NAVD 83



m-a
9/14/17

SHEET NAME:
SURVEY TOPO AERIAL
(SOUTH)

REVISION:	BY:	APPROVED BY:
1	AV	MAS

DATE OF PREPARATION:
09-08-2017

PROJECT No.	SHEET No.
	C-3.1

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499

3911 N 10TH STREET, SUITE H
MCALLEN, TEXAS, 78501
PH: (956) 537-1311
E-MAIL: MSALINAS@9730ATT.NET

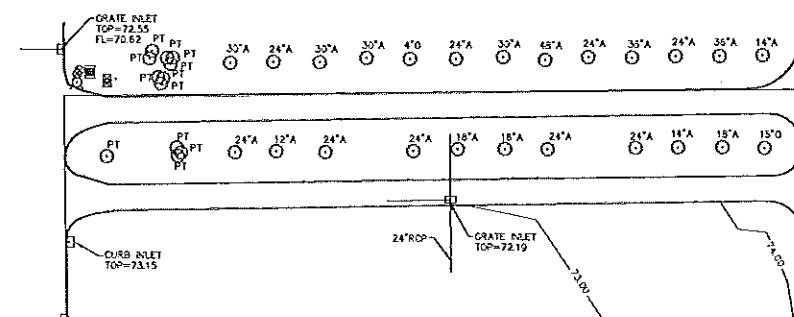
PROJECT NAME:
SPLASH PARK

ADDRESS:
WESLACO, TEXAS

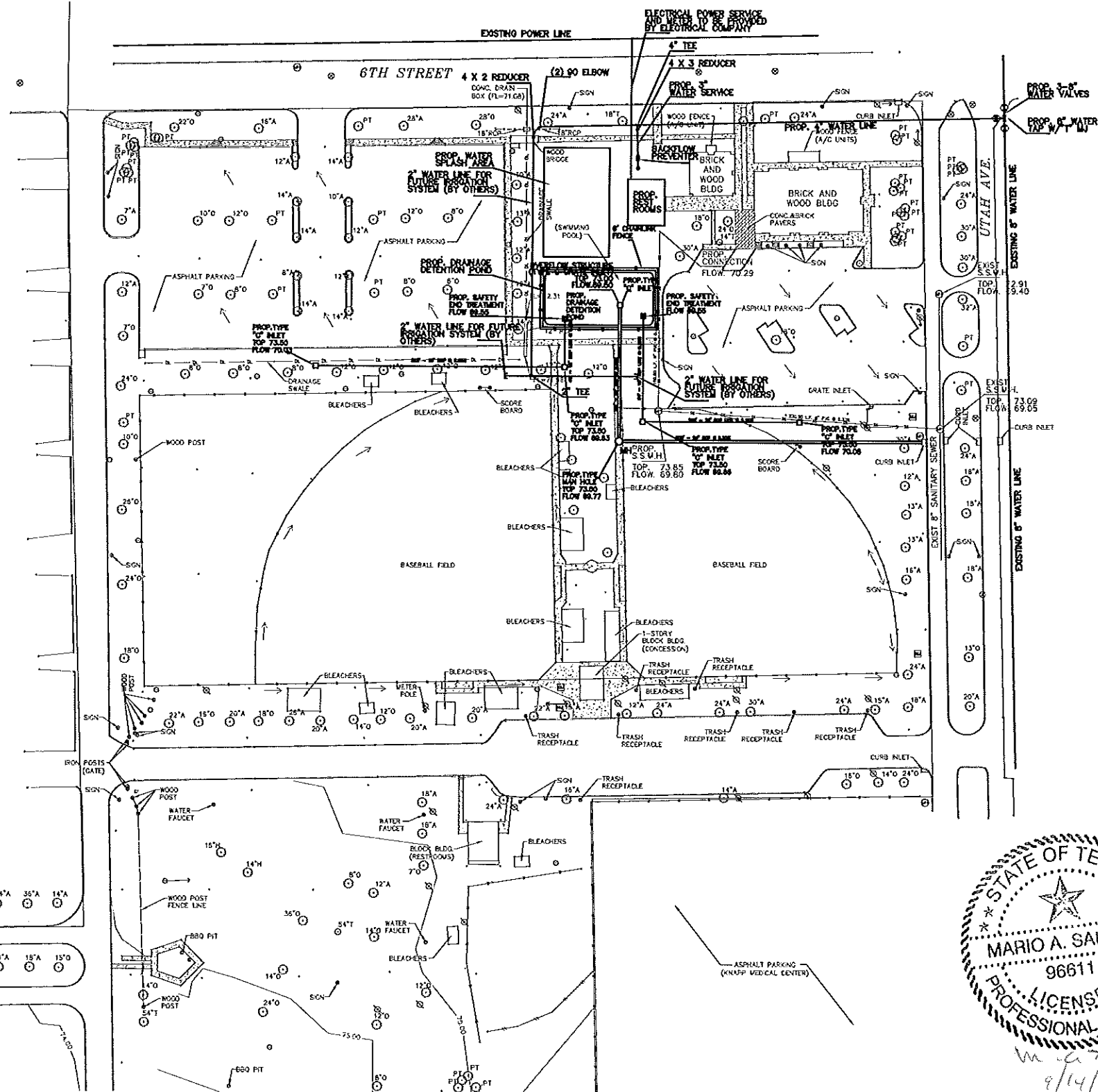
CLIENT INFORMATION:
CITY OF WESLACO

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KEY PLAN
1:200



BENCHMARK:
CUT "O" IN CONCRETE CURB LOCATED ON THE NORTHWEST
INTERSECTION OF BRIDGE AVENUE AND 8TH STREET. ELEVATION
73.01 NAVD 88



PROJECT NAME:	SPLASH PARK
ADDRESS:	WESLACO, TEXAS
CLIENT INFORMATION:	CITY OF WESLACO

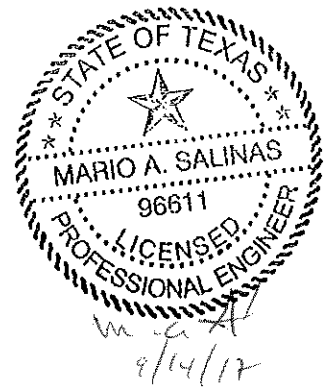
MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499

FIRM NO. F-15499

3911 N 10TH STREET, SUITE H
MCALLEN, TEXAS: 78501

PH: (956) 537-1311
E-MAIL: MSALINAS6973@ATT.NET

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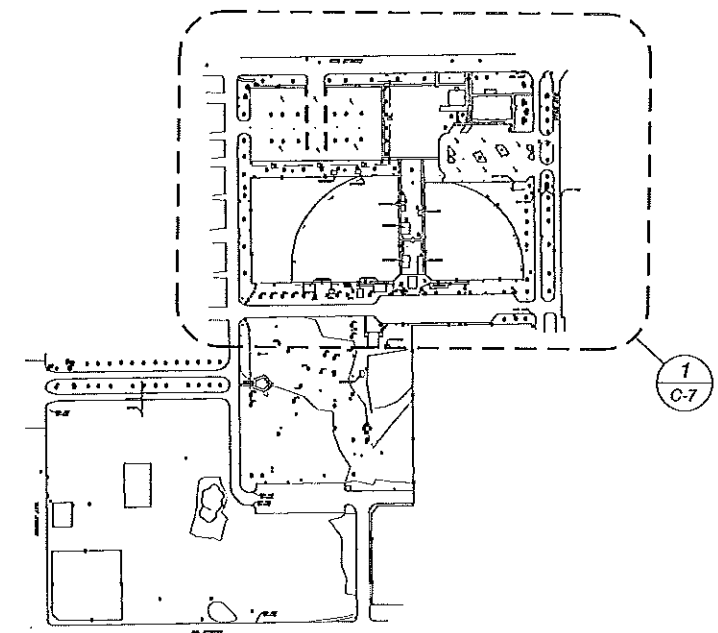
SHEET NAME:
UTILITY PLAN

REVISION:	BY:	APPROVED BY:
1	AV	MAS

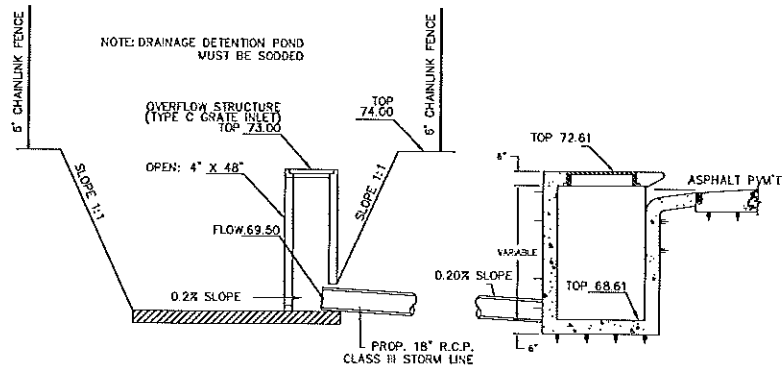
DATE OF PREPARATION:
09-08-2017

PROJECT No.	SHEET No.
	C-4

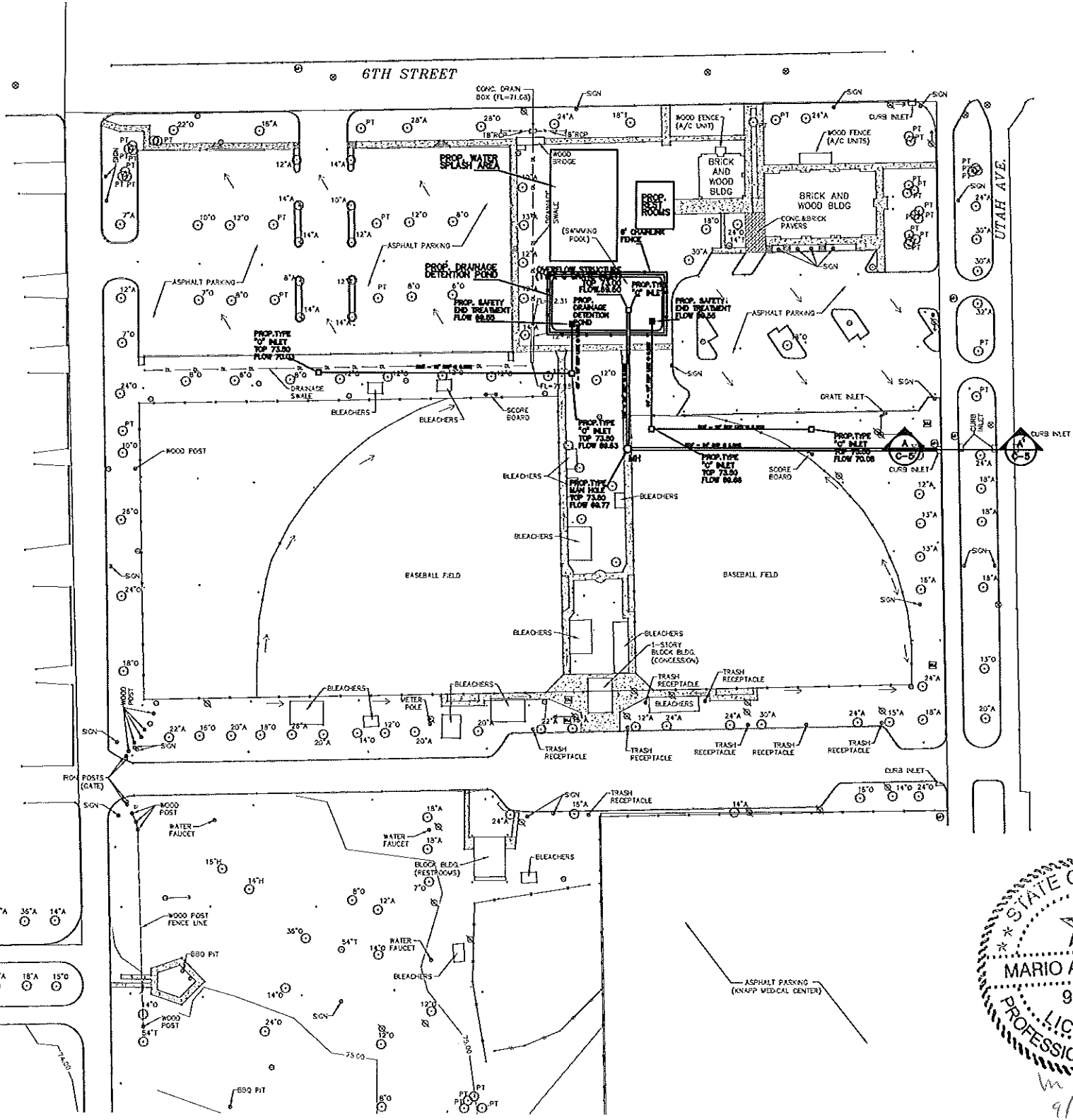
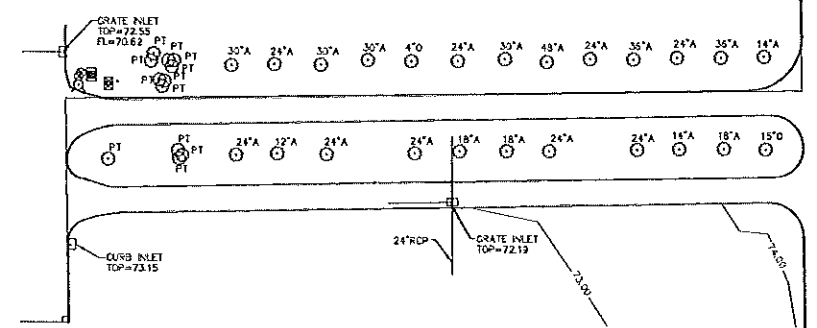
- L D
- Four "x" iron rod
- Set 1, ran rod with a plastic cap stamped R&A
- Light pole
- ⊗ Water valve
- ⊗ Water meter
- ⊗ Sprinkler box
- ⊗ Valve hole
- Tree
- 100% 10-inch Oak tree
- 75% 10" Ash tree
- 100% 10" Hackberry tree
- 100% 10" Tree
- Palm tree
- Anchor eye
- Valve box



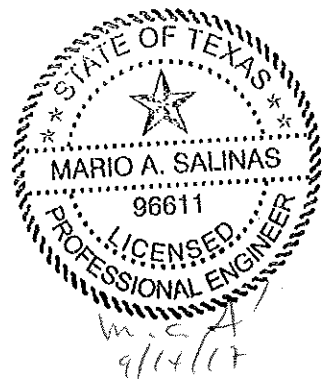
KEY PLAN
1:200



PROP. DETENTION SWALE CROSS-SECTION "A" - "A"
NTS



SCALE 1:50



- LEGEND
- Found 1/2" iron rod
 - Set 1/2" iron rod with a plastic cap stamped "M&A"
 - Pump hole
 - Light pole
 - Water valve
 - Water meter
 - Sprinkler box
 - Man hole
 - Tree
 - 10" Oak tree
 - 10" Ash tree
 - 10" Hackberry tree
 - 10" Elm tree
 - Palm tree
 - Anchor eye
 - Valve box

BENCHMARK:
CUT "C" IN CONCRETE CURB LOCATED ON THE NORTHWEST
INTERSECTION OF BRIDGE AVENUE AND 6TH STREET. ELEVATION
73.01 NAVD 83

PROJECT NAME:	SPLASH PARK
ADDRESS:	WESLACO, TEXAS
CLIENT INFORMATION:	CITY OF WESLACO

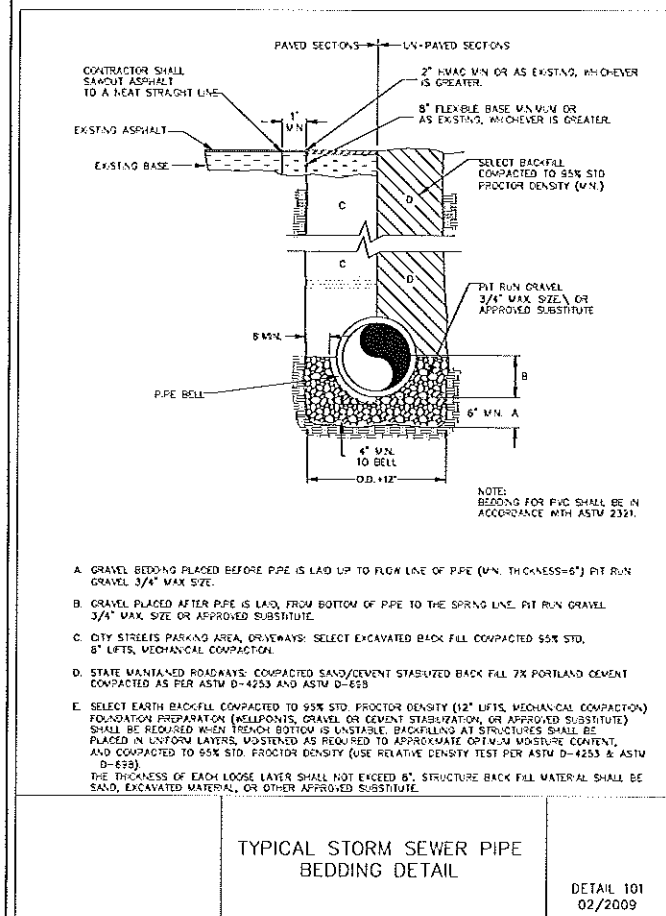
MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499

3911 N 10TH STREET, SUITE H
MCALLEN, TEXAS, 78501

PH. (956) 537-1311
E-MAIL: MSALINAS6973@ATT.NET

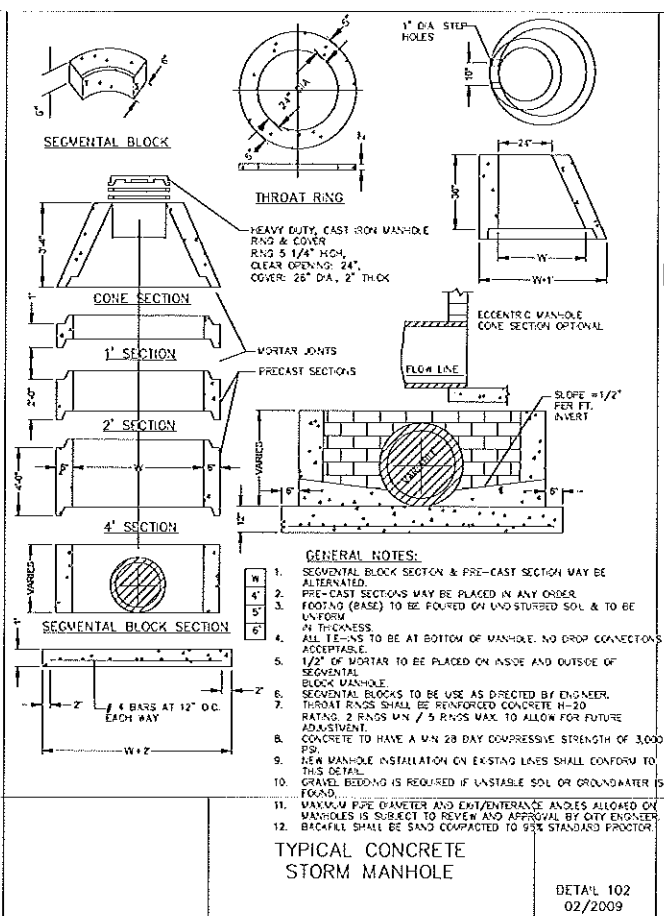
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SHEET NAME:	DRAINAGE DETENTION PLAN		
REVISION:	1	BY:	AV
APPROVED BY:	MAS		
DATE OF PREPARATION:	09-08-2017		
PROJECT No.			SHEET No.
		C-5	



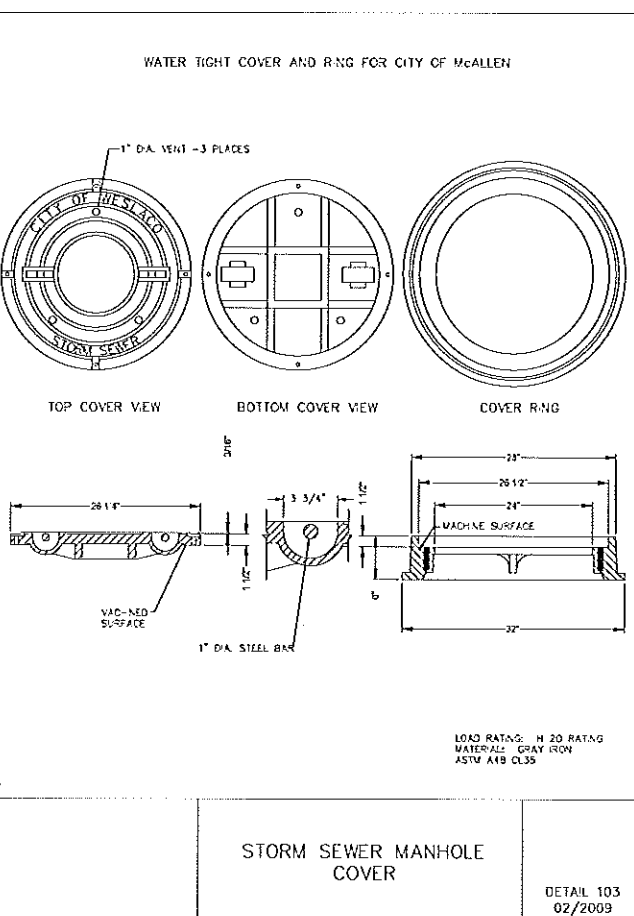
TYPICAL STORM SEWER PIPE BEDDING DETAIL

DETAIL 101
02/2009



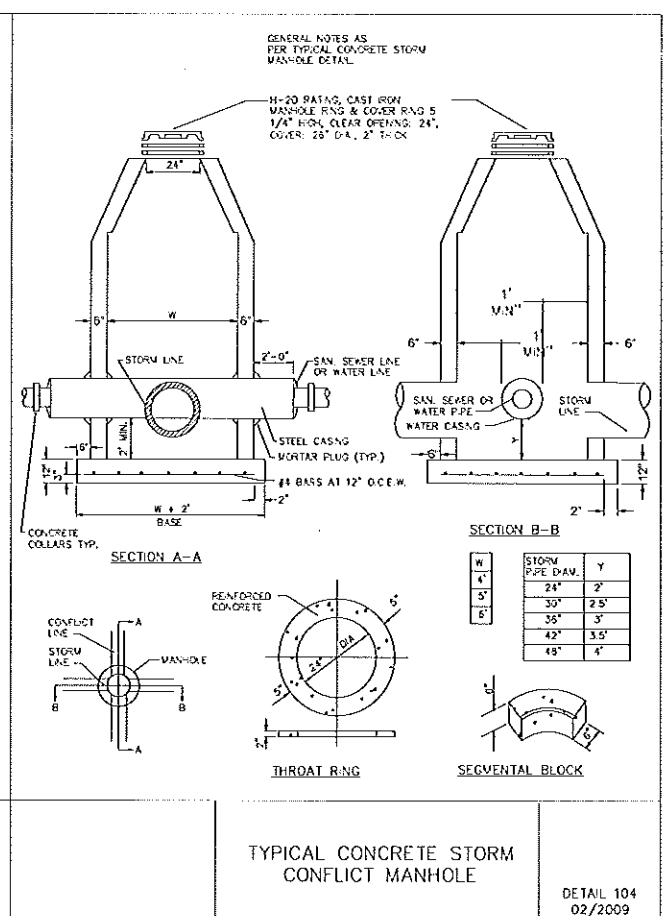
TYPICAL CONCRETE STORM MANHOLE

DETAIL 102
02/2009



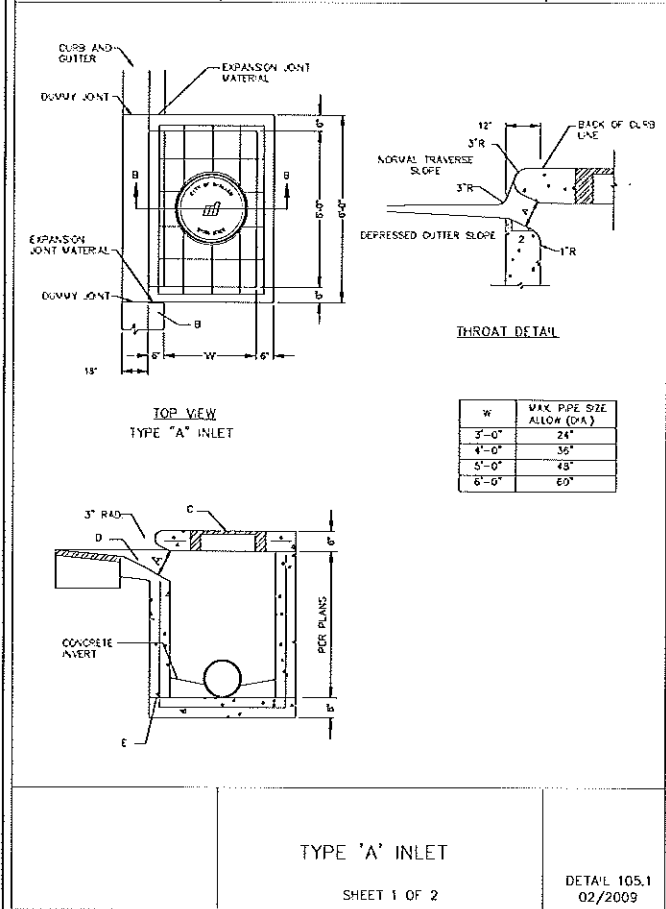
STORM SEWER MANHOLE COVER

DETAIL 103
02/2009



TYPICAL CONCRETE STORM CONFLICT MANHOLE

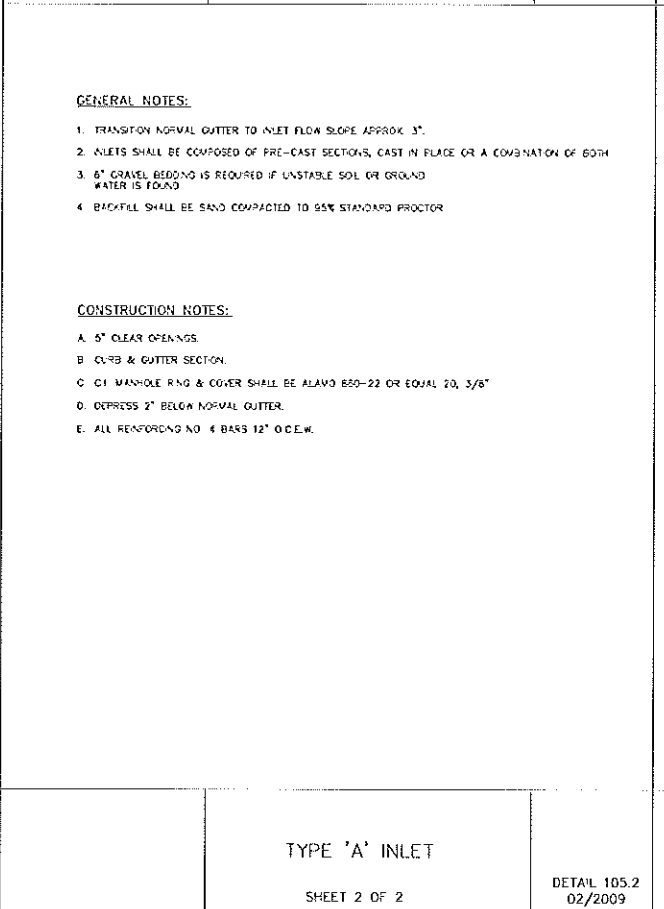
DETAIL 104
02/2009



TYPE 'A' INLET

SHEET 1 OF 2

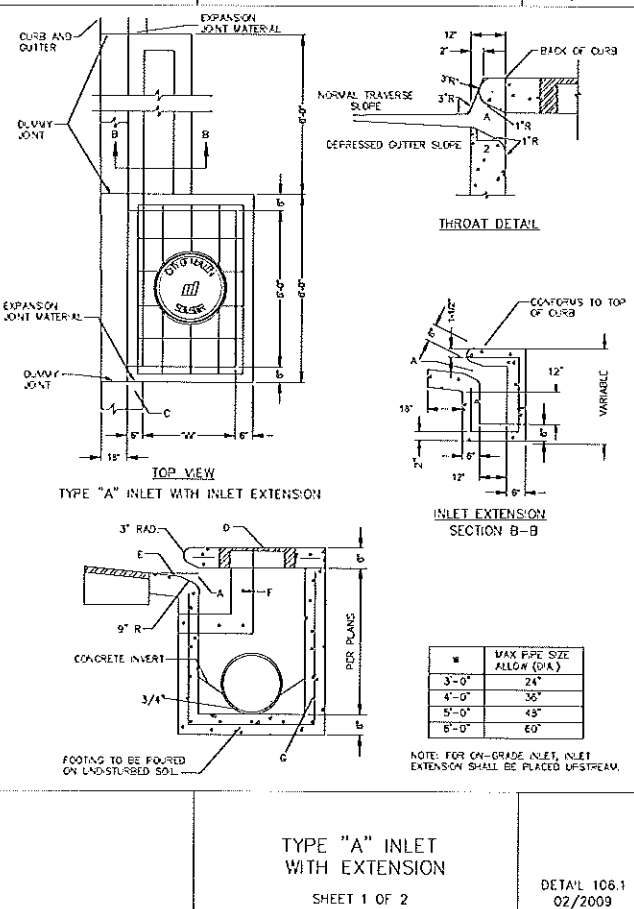
DETAIL 105.1
02/2009



TYPE 'A' INLET

SHEET 2 OF 2

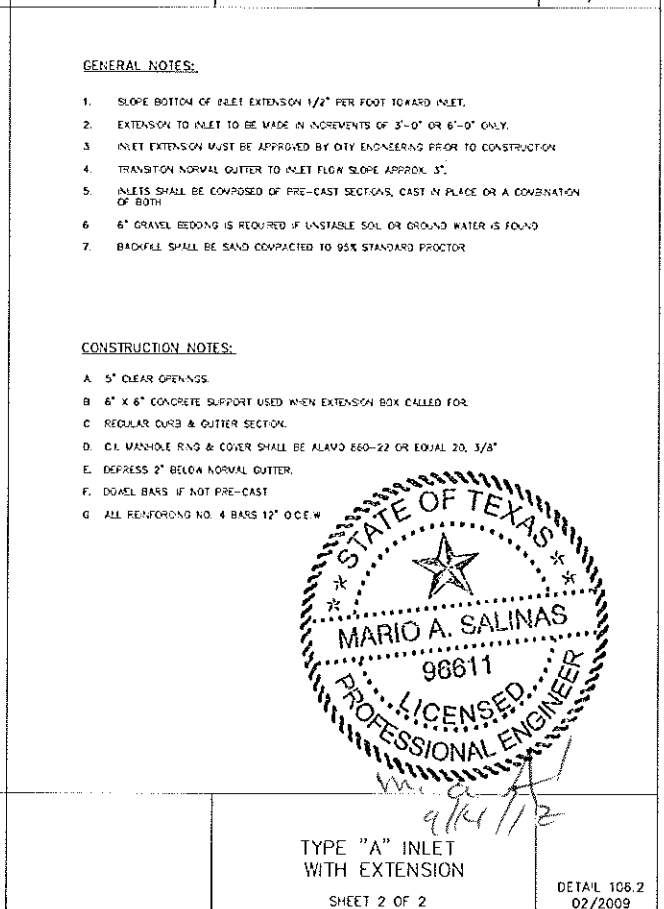
DETAIL 105.2
02/2009



TYPE 'A' INLET WITH EXTENSION

SHEET 1 OF 2

DETAIL 106.1
02/2009



TYPE 'A' INLET WITH EXTENSION

SHEET 2 OF 2

DETAIL 106.2
02/2009

MAS ENGINEERING LLC
CONSULTING ENGINEERING
FIRM NO. F-15499

3911 N 10TH STREET, SUITE H
MCALLEN, TEXAS, 78501

PH: (956) 537-1311
E-MAIL: MSALINAS673@ATT.NET

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PROJECT NAME: SPLASH PARK
ADDRESS: WESLACO, TEXAS
CLIENT INFORMATION: CITY OF WESLACO

SHEET NAME: STORM SEWER DETAILS

REVISION: 1 BY: AV APPROVED BY: MAS

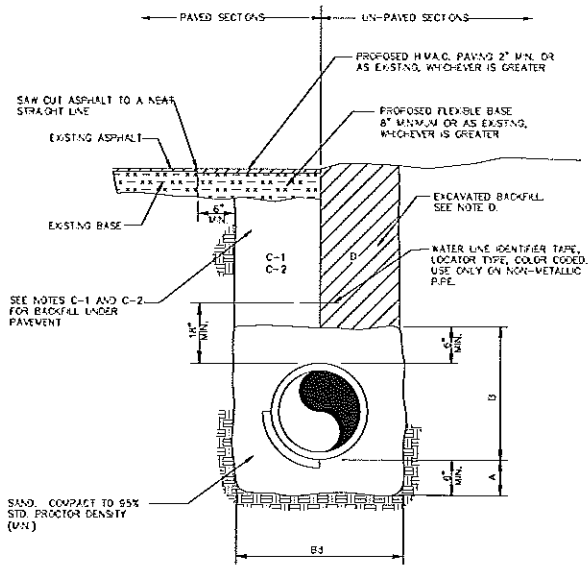
DATE OF PREPARATION: 09-08-2017

PROJECT No. SHEET No. C-6



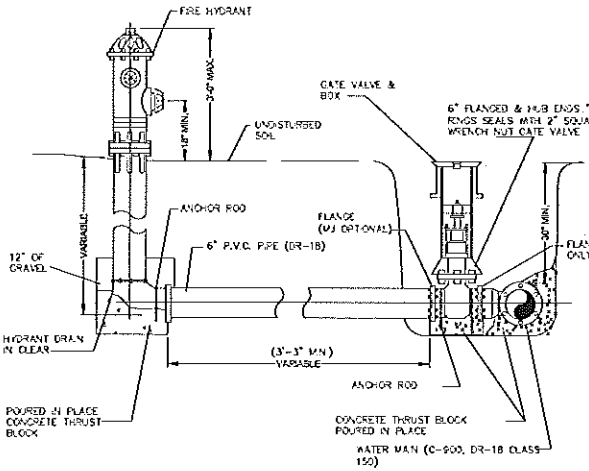
NOTES:

- CONTRACTOR TO CONTACT ALL UTILITIES COMPANIES IN THE AREA FOR FIELD VERIFICATION OF EXISTING FACILITIES. UTILITIES SHALL INCLUDE:
 - CENTRAL POWER & LIGHT CO. 800-274-2611
 - SOUTHERN UNION GAS CO. 800-743-2345
 - AT&T 800-288-2020
 - U.S. SPRINT CO. 956-948-3100
 - TIME WARNER CABLE 800-222-5555
 - TX. EXCAVATION SAFETY SYSTEM 800-344-8377
- CONTRACTOR TO EXPOSE ANY EXISTING FACILITY THAT MAY BE IN CONFLICT PRIOR TO START OF CONSTRUCTION.
- ALL EXISTING CITY UTILITIES (WATER/SEWER) SHOWN ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE ENGINEER NOR THE CITY IS RESPONSIBLE FOR THE ACCURACY OF LOCATION.
- CONTRACTOR SHALL AT ALL TIMES ALLOW ACCESS TO EXISTING DRIVEWAYS OR PROVIDE/MAINTAIN ALTERNATIVE ALL-WEATHER ROUTES.
- ALL TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
- TRENCHES OR EXCAVATIONS MAY NOT BE LEFT OPEN OVERNIGHT UNLESS AUTHORIZED IN WRITING BY THE ENGINEERING DEPARTMENT. IN SUCH CASES, THE CONTRACTOR MUST PROVIDE 1/2" STEEL PLATES OVER PLATES WITH ANCHORING AS PER SPECIFICATIONS TO BE PROVIDED BY THE CITY OF MCALLEN.
- ANY DAMAGE TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ALL EXCAVATED MATERIAL AND DEBRIS FROM THE SITE AT NO ADDITIONAL EXPENSE TO THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING CONSTRUCTION MATERIALS TESTING THROUGH THE CITY'S DESIGNATED FIELD REPRESENTATIVE 24 HOURS PRIOR TO TESTING. CONTRACTOR IS RESPONSIBLE FOR ADHERING CLOSELY TO TESTING SCHEDULE AND AVOID ANY DELAYS IN THE FIELD.



NOTES:

- SAND BEDDING PLACED, HAND LEVELLED, AND COMPACTED BEFORE PIPE IS LAD, UP TO BOTTOM OF PIPE (MIN. THICKNESS = 6").
 - SAND BACKFILL PLACED AND COMPACTED AFTER PIPE IS LAD, FROM BOTTOM OF PIPE TO 6" ABOVE THE TOP OF PIPE. WORK IN UNDER PIPE HANDS AND COMPACT BY HAND TO SPRING LINE. USE VIBRATORY-TYPE COMPACTORS FOR LIFTS ABOVE THE SPRING LINE. MAXIMUM 6" LIFTS.
 - MAXIMUM TRENCH WIDTH: PIPE O.D. + 16" (FOR 16" PIPE AND SMALLER) OR PIPE O.D. X 1.25 + 12" (FOR 16" PIPE AND LARGER).
 - (CITY STREETS, PARKING AREA, AND DRIVEWAYS) SELECT EXCAVATED BACKFILL MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 8" MAX. LIFTS.
 - (STATE MAINTAINED ROADWAY) SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - EXCAVATED EARTH BACKFILL MECHANICALLY COMPACTED IN 12" MAX. LIFTS. MAXIMUM STANDARD PROCTOR DENSITY: 90% OUTSIDE RIGHT OF WAY; 95% INSIDE RIGHT OF WAY.
- EMBODIMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM D 2321. EMBODIMENT MATERIAL SHALL BE CLASS II OR III WITH < 50% PASSING A NO. 200 SIEVE AND PLASTICITY INDEX < 7.
- WHERE THIS STANDARD CONFLICTS WITH THE RECOMMENDATION OF ANY GEOTECHNICAL REPORT, OBTAIN WRITTEN CLARIFICATION FROM THE UTILITY ENGINEER PRIOR TO CONSTRUCTION.
- FOUNDATION PREPARATION USING COBBLES, GRAVEL, CEMENT STABILIZATION, OR OTHER METHODS AS DIRECTED BY THE ENGINEER SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.
- BACKFILL AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 6" MAXIMUM LIFTS. STRUCTURE BACKFILL MATERIAL SHALL BE SAND.



NOTES:

- FIRE HYDRANT ELEVATIONS WILL BE SET BY THE ENGINEER.
- FLANGE MUST BE AT FINISHED GRADE OR 3" TO 6" ABOVE 2. FLANGE MUST BE AT FINISHED GRADE OR 3" TO 6" ABOVE TOP OF CURB.
- FLANGED GATE VALVE INSTALLATION TO BE USED WITH 10" WATER LINES OR GREATER.
- BSF TEES TO BE USED WITH 10" WATER LINE OR GREATER BSF TEES TO BE USED WITH SMALLER D.A. PIPES.
- ACCEPTABLE HYDRANT BRANDS ARE MUELLER, AMERICAN DARLING AND KENNEDY.

WATER UTILITIES
GENERAL NOTES

DETAIL 501
02/24/2009

WATER LINE AND SEWER
FORCEMAIN BEDDING DETAIL
SHEET 1 OF 2

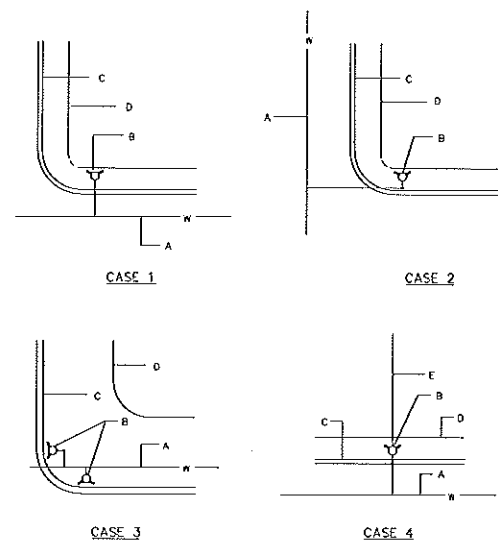
DETAIL 502.1
02/24/2009

WATER LINE AND SEWER
FORCEMAIN BEDDING DETAIL
SHEET 2 OF 2

SHEET 502.2
02/24/2009

TYPICAL FIRE HYDRANT
INSTALLATION

DETAIL 503
02/23/2009



NOTES:

- NORMALLY, FIRE HYDRANTS ARE TO BE LOCATED AT THE END OF CURB RETURN, OR AT PROPERTY LINE.
- PERMANENT OBSTRUCTIONS SUCH AS POLES, TRAFFIC SIGNALS, ETC. MAY REQUIRE RELOCATION OF FIRE HYDRANT 5' DISTANCE FROM OBSTRUCTION. FIRE HYDRANT NOT TO BE LOCATED WITHIN AREA OF CURB RETURN.

CONSTRUCTION NOTES:

- WATER MAIN.
- FIRE HYDRANT.
- CURB AND GUTTER.
- RIGHT OF WAY.
- PROPERTY LINE.

GENERAL NOTES:

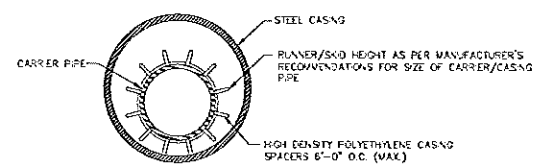
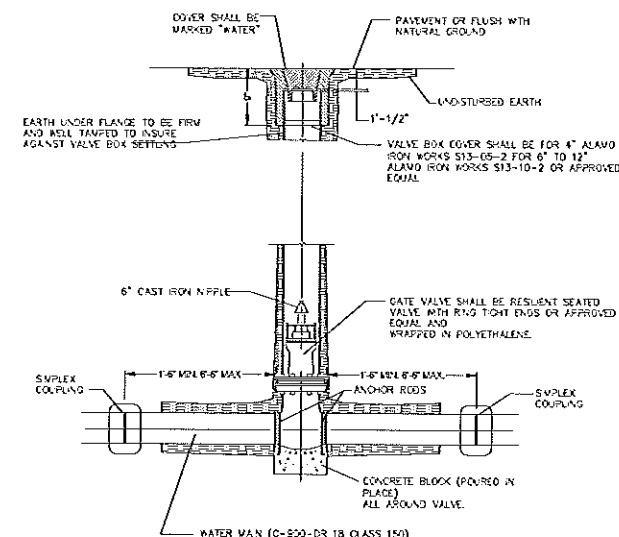
- ALL CONCRETE TO HAVE A MINIMUM OF 28 DAYS COMPRESSIVE STRENGTH OF 3000 P.S.I.

CONSTRUCTION NOTES:

- WATER MAIN (SEE PLANS AND SPECIFICATION).
- TAPPING SLEEVE (SIZE AS REQUIRED).
- CONCRETE SUPPORT UNDER TAPPING SLEEVE AND BEHIND.
- THRUST BLOCK AS PER SPECIFICATIONS.
- FLANGED AND HUB ENDS 10" RING SEALS WITH 2" SQUARE WRENCH NUT GATE VALVE.
- PVC PIPE.
- ANCHOR RODS.
- SIMPLEX COUPLING.

NOTES:

- CAST IRON BOOT TO BE USED IN HEAVY TRAFFIC AREAS CONCRETE BLOCK (POURED IN PLACE).



BORING INSTALLATION		
CARRIER PIPE SIZE	PIPE CASING SIZE	MIN. WALL THICKNESS
6"	14"	0.3125"
8"	16"	0.3125"
10"	18"	0.3125"
12"	21"	0.3750"
14", 15"	24"	0.4375"
16"	28"	0.4375"
18"	30"	0.5000"
24"	36"	0.5625"
36"	48"	0.6250"

GENERAL NOTES:

- ALL STEEL CASING SHALL BE WELDED.
- STEEL CASING SHALL BE CLOSED AT EACH END USING USNG SYNTHETIC RUBBER END SEALS.
- CASING SPACERS SHALL BE USED TO INSTALL THE CARRIER PIPE INSIDE THE ENCASMENT PIPE. CASING SPACERS SHALL FASTEN TIGHTLY ON THE CARRIER PIPE TO PREVENT RELATIVE MOVEMENT ON PIPE DURING INSTALLATION. CASING SPACERS SHALL BE DOUBLED ON EACH END OF THE ENCASMENT.
- PROTECTION TYPE CASING SPACERS SHALL BE CONSTRUCTED SECTIONS OF HIGH DENSITY POLYETHYLENE.
- INSTALLATION AND SIZE OF SPACERS SHALL BE PER MANUFACTURER'S RECOMMENDATIONS.

TYPICAL FIRE HYDRANT
LOCATIONS

DETAIL 504
02/24/2009

WATER TAPPING SLEEVE
& VALVE INSTALLATION

DETAIL 505
02/24/2009

TYPICAL VALVE
& VALVE BOX

DETAIL 506
02/24/2009

UTILITY LINE BORE DETAIL

DETAIL 507
02/23/2009

MAS ENGINEERING LLC.
CONSULTING ENGINEERING

FIRM NO. F-15499

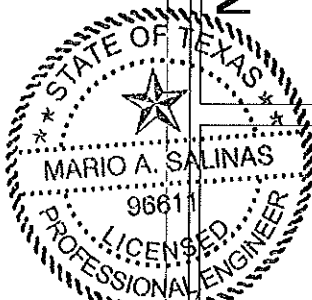
3911 N 10TH STREET, SUITE H
MCALLEN, TEXAS 78501

PH: (956) 537-1311
E-MAIL: MSALINAS@ATT.NET

PROJECT NAME:
SPLASH PARK

ADDRESS:
WESLACO, TEXAS

CLIENT INFORMATION:
CITY OF WESLACO



SHEET NAME:
WATER DETAILS

REVISION: 1 BY: AV APPROVED BY: MAS

DATE OF PREPARATION:
09-08-2017

PROJECT No. SHEET No.
C-7

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DETAIL 601.1
02/23/2009

GENERAL NOTES:

- A. CRUSHED ROCK BEDDING PLACED, MAN LEVELLED, AND COMPACTED BEFORE PFE IS LAD, UP TO BOTTOM OF PFE (MIN. THICKNESS = 6").
- B. CRUSHED ROCK BACKFILL PLACED AND COMPACTED AFTER PFE IS LAD, FROM BOTTOM OF PFE TO 12" ABOVE THE TOP OF PFE. (USE 1/2" LARGER PFE HAULAGE) AND COMPACT BY HAND TO SPRING LINE. USE VIBRATORY-TYPE COMPACTORS FOR LIFTS ABOVE THE SPRING LINE. MAXIMUM 8" LIFTS
- B-1. UNUS. FRENCH WIDTH: PFE OD. + 16" (FOR 15" PFE AND SMALLER); PFE OD. X 12.5 + 12" (FOR 15" PFE AND LARGER)
- C-1. (DITY STREETS, PARKING AREA, AND DRIVEWAYS) SELECT EXCAVATED BACKFILL MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 8" MAX. LIFTS
- C-2. (STATE MAINTAINED ROADWAY) SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- D. EXCAVATED EARTH BACKFILL MECHANICALLY COMPACTED IN 12" MAX. LIFTS. UNUS. STANDARD PROCTOR DENSITY: 95% OUTSIDE RIGHT OF WAY, 95% INSIDE RIGHT OF WAY

EMBEDMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM D 2321. EMBEDMENT MATERIAL SHALL BE CLASS 1A (CRUSHED ROCK) OR 1B (CRUSHED ROCK-SAND MIXTURE) WITH LESS THAN 50% PASSING A NO. 4 SEVE.

MAXIMUM $\frac{3}{4}$ " SIZE FOR PFE SIZE = 15". GREATER THAN 90% OF THREE
BROKEN FACES. NO MORE THAN 2% UNBROKEN FRACTION ALLOWED.

IN SATURATED OR UNSTABLE SOILS, EMBANKMENT SHALL BE CLASS 1B ONLY (SEE SPECIFICATIONS FOR GRADATION REQUIREMENTS)

WHERE THIS STANDARD CONFLICTS WITH THE RECOMMENDATION OF ANY GEOTECHNICAL REPORT, OBTAIN WRITTEN CLARIFICATION FROM THE UTILITY ENGINEER PRIOR TO CONSTRUCTION.

FOUNDATION PREPARATION USING COBBLES, GRAVEL, CEMENT STABILIZATION, OR OTHER METHODS AS APPROVED BY THE ENGINEER SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 6" MAXIMUM LIFTS. STRUCTURE BACKFILL MATERIAL SHALL BE SAND

NOTES:

1. INSTALL IN STRICT COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. BACKFILL SHALL BE SAND COMPACTED TO NEW STANDARD PROCTOR DENSITY.
3. BASE SLAB SHALL BE 4 FT. LARGER THAN MANHOLE DIAMETER WHERE SOIL BEARING CAPACITY < 2000 PSF.
WATER TABLE < 5 FT., OR DEPTH > 20 FT. SLAB SHALL BE DESIGNED TO PREVENT FLOATION OF MANHOLE.
4. COAT ALL INTERNAL CONCRETEWORK AND METALLIC SURFACES WITH COAL TAR EPXY.
5. OUTLET SLOUSHT SHALL BE SPIGOT END. METAL SLOUSHTS SHALL BE BELL END EXCEPT FOR DROP CONNECTIONS.

SECTION A-A

MECHANICAL ADJUSTMENT SYSTEM

NOTES:

1. ALL COMPONENTS ARE MANUFACTURED FROM U.S. MADE CARBON STEEL MEETING OR EXCEEDING THE
MAXIMUM REQUIREMENTS OF A.S.T.M. A-36.
2. 4-INCH RIGIDS ON 12-INCH CENTERS ARE WELD-BRIDGED TO TOP AND BOTTOM HOUS FOR SUPERIOR
STRENGTH AND DURABILITY.
3. MECHANICAL ADJUSTMENT SLID IS MADE FROM TYPE 304 STAINLESS STEEL.
4. EACH ADJUSTMENT RING IS CUSTOM FABRICATED FROM MEASUREMENTS PROVIDED WITH EACH ORDER.
REQUIRED MEASUREMENTS INCLUDE:
 - A. EXISTING WALKWAY COVER DIAMETER AND THICKNESS.
 - B. REQUIRED HEIGHT OF ADJUSTMENTS FROM TOP OF EXISTING LID TO FINISHED ELEVATION
WALKWAY.
 - C. RECOMMENDED HEIGHT OF ADJUSTMENTS IS 6 INCHES. HEIGHT ADJUSTMENTS ARE
AVAILABLE IN 1/4"
INCREMENTS.
 - D. REQUIRED LENGTH AND TYPE OF RETAINER CLIP FOR ALTERNATE RETAINING CLIP ONLY.
 - E. WIDTH OF EXISTING CASTING BEARING SURFACE.
5. DURING INSTALLATION, CHECK FOR FULL BEARING OF LOWER FRAME SECTION ON EXISTING CASTING
OVER.
TIGHTENING ADJUSTMENT DEVICE MAY CAUSE LIFTING OF
RIDER.
6. DIMENSIONS MAY VARY TO MEET EXISTING FLOOR CONNECTIONS. ANY CHANGES IN DIMENSIONS SHOULD
BE
APPROVED BY PROJECT OWNER.
7. AVAILABLE OPTIONS IN LIEU OF CORE POINT BOLTS FOR ATTACHING RETAINING CLIP INCLUDE DRILL
AND
TAPPED BAR STOCK WITH 1/2" AND 3/4" LONG END.

MANHOLE REGRADING DETAIL

VALVE BOX REGRADING DETAIL

GENERAL NOTES:

1. ADJUSTMENT TO GRADE OF FRAME AND COVER SHALL BE MADE BY VARYING NUMBER OF HOPE GRADE RINGS ORIGINALLY UNDER FRAME USING A MINIMUM OF ONE RING UP TO A MAXIMUM OF 12 RINGS TOTAL. IF ADJUSTMENT REQUIRES MORE THAN 12 INCHES, THE COVER SHALL BE REMOVED, BARREL HEIGHT ADJUSTED AND CONE REPLACED.
2. FOR SHALLOW ADJUSTMENTS, WATER VALVE EXTENSION COLLAR & INSERT MAY BE USED.
3. ALL SEATING SURFACES BETWEEN INDIVIDUAL GRADE RINGS, FRAME, AND WASH-HOLE BROCK LEDGE SHALL BE SEALED USING 1/2" BUTYL SEALANT.

CONSTRUCTION NOTES:

- | | |
|---|---|
| A | HOPE GRADE RINGS, ONE RING UNUSUAL, 12" MAX. TOTAL |
| B | OVERLAY |
| C | USE A REINFORCED CONCRETE PAD 5' X 5' X 8" IN ALL PAVED AREAS |
| D | MANHOLE FRAME & COVER |
| E | STANDARD PAVING SECTION |
| F | FLUX BASE |
| G | SUBGRADE |
| H | SEWER LINE |
| J | NEW PORTLAND CEMENT CONCRETE. |
| K | NEW PAVING MATERIAL |
| L | EXISTING PAVEMENT |
| M | CUT LANE |
| N | EXISTING CONCRETE |
| P | VALVE BOX EXTENSION |

NOTES

- 1 INDIVIDUAL SERVICE LATERALS TO BE PROVIDED TO EACH LOT.
- 2 SINGLE FAMILY SERVICE SHALL BE 4" MIN. MULTI-FAMILY, COMMERCIAL, AND INDUSTRIAL SERVICE SHALL BE 6" OR GREATER AS REQUIRED

DETAIL 603.2
02/23/2009

DETAIL 604.1
02/23/2009

DETAIL 604.2
02/23/2009

DETAIL 605
02/23/2009

MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499

PROJECT NAME: SPLASH PARK

ADDRESS: WESLACO, TEXAS

CLIENT INFORMATION:
CITY OF WESLACO

PH. (956) 537-1311
E-MAIL: MSALINAS6973@ATT.NET

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STATE OF TEXAS
MARIO A. SALINAS
96611
LICENSED PROFESSIONAL ENGINEER

SHEET NAME: **SANITARY SEWER
DETAILS**

REVISION:	BY:	APPROVED BY:
1	AV	MAS

DATE OF PREPARATION:
09-08-2017

PROJECT No.	SHEET No.
	C-8



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1238	
From:			
Subject: Discussion and consideration to approve Ordinance 2017-43 authorizing a budget amendment as appropriate for the Solid Waste Account in the amount of \$27,000.00 and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-43. Possible action. (Staffed by Public Works.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Budget Amendment Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker		Created/Initiated	
Pete Garcia		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Budget Amendment-Solid Waste, Ordinance 2017-43			
Responsibilities upon Approval:			



CITY OF WESLACO BUDGET AMENDMENT FISCAL YEAR 2017

FUND: 61

DEPARTMENT: Public Works

DATE: September 14, 2017

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>
61	- 522 - 2810	Other Services	\$ 27,200.00	\$ 27,000.00		\$ 54,200.00
						\$ -
						\$ -
			\$ 27,200	\$ 27,000	\$ -	\$ 54,200

(Round up all amounts to the nearest dollar)

Justification:

Transferrable funds are from the Fund Balance
to cover expenses for debri rolloffs.

City of Weslaco

Department Head Approval

Date

Finance Director

Date

City Manager

Date

ORDINANCE 2017-43

AN ORDINANCE AMENDING ORDINANCE NUMBER 2016-31, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, FINDING NEED TO AMEND THE 2016-2017 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 2016-2017 budget; and

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

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

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

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

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

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

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

SECTION 4. APPROVAL. The 2016-2017 Official Budget, adopted by Ordinance 2016-31, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of September, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of June, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1229	
From:			
Subject: Discussion and consideration to approve the FY 2017-2018 Proposed Street Improvement Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)			
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):			
Olga Garza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: FY 2017-2018 Proposed Street Improvement Projects			
Responsibilities upon Approval:			

CITY OF WESLACO
PUBLIC WORKS DEPARTMENT
FY 2017/2018 PROPOSED STREET IMPROVEMENT PROJECTS LISTING

Estimated Re-Construction/Overlay Cost

	Street	From	To	Type of Repair	Miles	Sq. Ft.	Hot Mix (Tons)	Cost \$51.40	Caliche (Tons)	Cost \$12.20	MC30 Oil (Gal)	Cost \$5.25	Total Cost
1	Adams St. (Sugarcane Apartments)	Bridge Ave.	Eisenhower	Reconstruction	0.19	18,000	375	\$ 24,112.50	337	\$ 3,875.50	700	\$ 4,200.00	\$ 32,188.00
2	Sugarcane Dr. (Section A)	Vo-Tech	West side of IDEA School	Overlay	0.19	38,000	528	\$ 27,139.20	0	\$ 6,502.60	700	\$ 3,675.00	\$ 30,814.20
3	Sugarcane Dr. (Section B)	IDEA School	FM 1015	Reconstruction	0.31	62,700	871	\$ 44,769.40	880	\$ 10,736.00	1155	\$ 6,063.75	\$ 61,569.15
4	Agostadero St.	Kansas Ave.	Illinois Ave.	Reconstruction	0.05	8,540	119	\$ 6,116.60	240	\$ 2,928.00	214	\$ 1,123.50	\$ 10,168.10
5	Woodland Dr.	Westgate Dr.	Spicewood Dr.	Overlay	0.05	16,500	275	\$ 11,770.00	0	\$ -	193	\$ 1,013.25	\$ 12,783.25
6	Woodland Dr.	Spicewood Dr.	Edgewood Dr.	Overlay	0.40	79,800	1108	\$ 56,951.20	0	\$ -	1470	\$ 7,717.50	\$ 64,668.70
7	Spicewood Dr.	Woodland Dr.	Wildwood Dr.	Overlay	0.16	32,870	457	\$ 23,489.80	0	\$ -	606	\$ 3,181.50	\$ 26,671.30
8	Wildwood Dr.	Westgate Dr.	E. Wildwood	Overlay	0.54	109,060	1515	\$ 77,871.00	0	\$ -	2009	\$ 10,547.25	\$ 88,418.25
9	Tanglewood Dr.	Spicewood Dr.	Woodland Dr.	Overlay	0.11	22,800	317	\$ 16,293.80	0	\$ -	420	\$ 2,205.00	\$ 18,498.80
10	Meadow Wood Dr.	Spicewood Dr.	Woodland Dr.	Overlay	0.11	16,800	233	\$ 11,976.20	0	\$ -	420	\$ 2,205.00	\$ 14,181.20
11	Edgewood Dr.	E. Wildwood	W. Wildwood Dr.	Overlay	0.10	15,400	214	\$ 10,999.60	0	\$ -	385	\$ 2,021.25	\$ 13,020.85
12	Meadow Wood Dr.	Woodland Dr.	Tanglewood	Overlay	0.16	22,788	317	\$ 16,293.80	0	\$ -	591	\$ 3,102.75	\$ 19,396.55
13	Tanglewood Dr.	Woodland Dr.	Tanglewood	Overlay	0.16	22,788	317	\$ 16,293.80	0	\$ -	591	\$ 3,102.75	\$ 19,396.55
14	2nd St.	Airport Dr.	Padre Ave.	Overlay	0.18	36,100	501	\$ 25,751.40	0	\$ -	665	\$ 3,491.25	\$ 29,242.65
15	2nd St.	Padre Ave.	Bridge Ave.	Overlay	0.31	46,200	642	\$ 32,998.80	0	\$ -	1155	\$ 6,063.75	\$ 39,062.55
16	Border Ave.	Paisano	Valley Trace	Overlay	0.32	64,980	903	\$ 46,414.20	0	\$ -	1197	\$ 6,284.25	\$ 52,698.45
17	Iowa Ave.	8th	City Cemetery	Overlay	0.12	17,640	245	\$ 12,593.00	0	\$ -	441	\$ 2,315.25	\$ 14,908.25
TOTALS:					3.46	630,966	8937	\$ 461,834.30	1457	\$ 24,042.10	12912	\$ 68,313.00	\$ 547,686.80

*Streets are NOT listed in order according to priority

GRAND TOTAL: \$ 547,686.80