

**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, DECEMBER 5, 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, December 5, 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. REPORTS

- A. Report by L & G Engineers on Mile 6 Project.
- B. Report by Lower Rio Grande Valley Development Council on Valley Metro Ridership Program.

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 following:
 - 1.) Minutes of the Regular Meeting on November 21, 2017;
 - 2.) Record of the Workshop on November 28, 2017. (Staffed by City Secretary's Office.) Attachment
- B. Acceptance of the funds in the amount of \$13,000.00 from the U.S. Department of Justice United States Marshals Services for overtime operations by the City of Weslaco Police Department pursuant to the Memorandum of Understanding. (Staffed by Police Department.) Attachment
- C. Approval of Mid Valley Airport Hangar Lease Agreement with Charles Mild, Hangar E-3, and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment
- D. Approval of Mid Valley Airport Ground Lease Agreement with Marvin Yarbrough, Hangar W-20, and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment
- E. Approval to solicit bids for the relocation of waterline for Weslaco North Fire Station Subdivision. (Staffed by Planning and Code Enforcement.) Attachment
- F. Approval of Resolution 2017-84 to terminate the Multiple Use Agreement with the Texas Department of Transportation for inactive approved bus stop locations along their right-of-way on U.S. Business Highway 83 and Texas Boulevard. (Staffed by Planning and Code Enforcement.) Attachment
- G. Approval of Resolution 2017-81 amending Resolution 2016-70, authorizing the Mayor and City Commission, identifying Commissioner Jose "J.P." Rodriguez, to exercise certain powers identified with BBVA Compass Bank, including opening of accounts, certificates of deposit, transferring funds, securing safe deposit boxes, and making inquiries pertaining to accounts and authorize the Mayor and Commission to execute any related documents. (Staffed by Finance Department.) Attachment

- H. Approval of Resolution 2017-82 to approve and adopt the annual Investment Policy for the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment

V. APPOINTMENTS

- A. Discussion and consideration to approve Resolution 2017-83 appointing one member to the unexpired term of Adrian Torres on the Board of Adjustments and Appeals to the Zoning Ordinance. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- B. Discussion and consideration to nominate a member of the Weslaco community who has made significant civic contributions and achievements to the Rio Grande Valley Walk of Fame as part of BorderFest 2017 and authorize the Weslaco City Commission to sign the nomination form. Possible action. (Staffed by City Manager's Office.) Attachment

VI. NEW BUSINESS

- A. Discussion and consideration to approve Ordinance 2017-53 authorizing a budget amendment as appropriate in amount of \$17,167.11 to purchase Water Rescue Dry Suits awarded under a Homeland Security Grant and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment
- B. Discussion and consideration to approve the reconstruction of railroad crossing at the intersection of U.S. Business Highway 83 and Utah Avenue and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- C. Discussion and consideration to approve an Interlocal with Weslaco Independent School District (WISD) for the creation, management and maintenance of a Cafe in the Mayor Joe V Sanchez Public Library. Possible action. (Staffed by Library.) Attachment
- D. Discussion and consideration to approve an asset transfer to Hidalgo County Precinct One. Possible action. (Staffed by Public Works.) Attachment
- E. Discussion and consideration to approve an Interlocal Agreement with the City of Donna authorizing the sale of water at a rate of \$1.70/1,000 gallons for a twenty-five

year term. Possible action. (Staffed by City Manager's Office.) Attachment

- F. Discussion and consideration to authorize a one-time supplement to all full-time, non-civil service employees. Possible action. (Staffed by City Manager's Office.) Attachment

VII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

(a) An individual, corporation, or partnership that without lawful authority knowingly discloses to a member of the public the certified 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. Legal Consultation - Seek City Attorney opinion relating to the mediation with CDM as authorized by §551.071 of the Texas Government Code.
- D. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related for retail development Project Ocean as authorized by §551.087 of The Texas Government Code.

- E. Economic Development – Consultation with City Attorney regarding Economic Development incentive program related to Project Anchor as authorized by §551.087 of the Texas Government Code.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 1st day of December, 2017 at 4:00 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ 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: December 5, 2017		Agenda Item No. (to be assigned by CSO): 2017-1277	
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):			
Elizabeth Walker Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Ray Sanchez, 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 and 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
Jose "J.P." Rodriguez, 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: December 5, 2017		Agenda Item No. (to be assigned by CSO): 2017-1282	
From:			
Subject: Approval of the following: 1.) Minutes of the Regular Meeting on November 21, 2017; 2.) Record of the Workshop on November 28, 2017. (Staffed by City Secretary's Office.) Attachment.			
Background: Record of commission action for the regular meeting of November 21, 2017 and workshop meeting of November 28, 2017.			
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):			
Elizabeth Walker Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approval.			
Attachments, if any: 17-11-21 minutes, 17-11-28 record			
Responsibilities upon Approval: Execute and retain.			



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, NOVEMBER 21, 2017**

On Tuesday, November 21, 2017, at 5:36 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	Greg Kerr
Commissioner	Jose “JP” Rodriguez
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; Tony Lopez, Fire Chief; Stephen Mayer, Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; and other staff members

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, November 17, 2017.

B. Invocation.

Chaplain Howard Bloomquist, Chaplain for the Weslaco Police Department, led the invocation.

C. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

Mayor Suarez recognized Charles Warren for his twenty years of service on the Planning and Zoning Commission, the Weslaco Bikearoos which raffled six children’s bicycles, and the Weslaco Finance Department which earned the Governmental Finance Officers Association award.

E. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting the absence of Commissioner Muñoz and a quorum present.

II. PUBLIC COMMENTS

Eudy Carrillo commended the city on its efforts in providing bicycling lanes in streets and parks requested maintenance and expansion of existing lanes Airport to Bridge Avenues.

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 the Regular Meeting on November 7, 2017;
- 2) Minutes of the Special Meeting on November 14, 2017. (Staffed by City Secretary's Office.)

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

- 1) Approval of Ordinance 2017-47, authorizing and allowing under the act governing the Texas Municipal Retirement System, "updated service credits" in said system for service performed by qualifying members of such system who presently are members of the City of Weslaco; providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the city; and establishing an effective date for such actions. (First reading held November 7, 2017; Staffed by Finance Department.)

C. Approval to authorize request for bids for Bike Lanes on 18th Street and Bridge Avenue. (Staffed by Planning and Code Enforcement.)

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

For the record, the ordinance is as follows:

ORDINANCE 2017-47

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO PRESENTLY ARE MEMBERS OF THE CITY OF WESLACO; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR SUCH ACTIONS.

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

Section 1. Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.403 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS ACT"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date has at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of said title) in an amount that is 50% of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of said title). The Updated Service Credit hereby allowed shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(b) On the terms and conditions set out in Section 853.601 of said title, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, and who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on 1st day of January of the calendar year preceding such allowance, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said 853.601.

(c) In accordance with the provisions of subsection (d) of Section 853.401 of said title, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the date aforesaid on the full amount of such person's earnings as an employee of the City.

Section 2. Increase in Retirement Annuities.

(a) On terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Government Code, as amended, the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of this City under current service annuities and prior service annuities arising from service by such employees to this City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of annuity increase under this Section is computed as the sum of the prior and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 30% of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this ordinance.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereby.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of this City and of its account in the Benefit Accumulation Fund of the System.

Effective Date Subject to approval by the Board of Trustees of Texas Municipal Retirement System, the updated service credits and increases in retirement annuities granted hereby shall be and become effective on the 1st day of January, 2018.

Passed and approved this the 7th day of November, 2017.

Passed and approved on final reading this the 21st day of November, 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

IV. APPOINTMENTS

A. Discussion and consideration to approve Resolutions 2017-71, 2017-72 and 2017-73 appointing three members to expired terms on the Economic Development Corporation of the Weslaco Board of Directors and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Economic Development Corporation.)

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve Resolutions 2017-71, 2017-72 and 2017-73 re-appointing Stephen Charlton, Diana Fuentes Aguilar and Cynthia Cabaza respectively to the Economic Development Corporation of the Weslaco Board of Directors as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the following are the resolutions:

RESOLUTION NO. 2017-71

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE BOARD OF DIRECTORS OF THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO

WHEREAS, the City of Weslaco has established the Economic Development Corporation pursuant to the Development Corporation Act of 1979 as amended; and

WHEREAS, the term of one member on this board of this corporation is for three years; and

WHEREAS, The Economic Development Corporation of Weslaco's board members shall serve staggered terms without compensation and limited to two (2) consecutive three (3) year terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Stephen G. Charlton is re-appointed to a term as a member of the Board of Directors of the Economic Development Corporation that will expire on the 20th day of December 2020.

PASSED AND APPROVED on this 21st day of November 2017.

RESOLUTION NO. 2017-72

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE BOARD OF DIRECTORS OF THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO

WHEREAS, the City of Weslaco has established the Economic Development Corporation pursuant to the Development Corporation Act of 1979 as amended; and

WHEREAS, the term of one member on this board of this corporation is for three years; and

WHEREAS, The Economic Development Corporation of Weslaco's board members shall serve staggered terms without compensation and limited to two (2) consecutive three (3) year terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Diana Fuentes Aguilar is re-appointed to a term as a member of the Board of Directors of the Economic Development Corporation that will expire on the 20th day of December 2020.

PASSED AND APPROVED on this 21st day of November 2017.

RESOLUTION NO. 2017-73

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE BOARD OF DIRECTORS OF THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO

WHEREAS, the City of Weslaco has established the Economic Development Corporation pursuant to the Development Corporation Act of 1979 as amended; and

WHEREAS, the term of one member on this board of this corporation is for three years; and

WHEREAS, The Economic Development Corporation of Weslaco's board members shall serve staggered terms without compensation and limited to two (2) consecutive three (3) year terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Cynthia Cabaza is re-appointed to a term as a member of the Board of Directors of the Economic Development Corporation that will expire on the 20th day of December 2020.

PASSED AND APPROVED on this 21st day of November, 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 2017-70 appointing a member to an expired term on the Board of Adjustments & Appeals Zoning Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

Commissioner Kerr, seconded by Mayor Pro Tem Tafolla, moved to approve Resolution 2017-70 re-appointing Mark McCaleb to the Board of Adjustments & Appeals Zoning Ordinance with the exemption to concurrently serve on the Weslaco 100 Committee as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the following is the resolution:

RESOLUTION NO. 2017-70

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 Mark McCaleb is appointed to serve a term on the Board of Adjustments & Appeals-Zoning Ordinance and the term will expire on 21st day of December 2020.

PASSED AND APPROVED on this 21st day of November 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

C. Discussion and consideration to approve Resolutions 2017-74, 2017-75, 2017-76, 2017-77 and 2017-78 appointing five members to expired terms on the Planning and Zoning Commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza moved to approve Resolutions 2017-74, 2017-75, 2017-76, 2017-77 and 2017-78 re-appointing Juan Jose Trevino, Jim Forward, and Lonnie Berry and appointing Adrian Torres and Miles Bullion to the Planning and Zoning Commission as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the following are the resolutions:

RESOLUTION NO. 2017-74

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 Juan Jose Trevino is appointed to serve on the Planning and Zoning Commission Board and your term will expire no later than the 17th day of December 2020.

PASSED AND APPROVED on this 21st day of November 2017

RESOLUTION NO. 2017-75

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 Jim Forward is appointed to serve on the Planning and Zoning Commission Board and your term will expire no later than the 17th day of December 2020.

PASSED AND APPROVED on this 21st day of November 2017.

RESOLUTION NO. 2017-76

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 Lonnie Berry is appointed to serve on the Planning and Zoning Commission Board and your term will expire no later than the 17th day of December 2020.

PASSED AND APPROVED on this 21st day of November, 2017.

RESOLUTION NO. 2017-77

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 Adrian Torres is appointed to serve on the Planning and Zoning Commission Board and your term will expire no later than the 17th day of December 2020.

PASSED AND APPROVED on this 21st day of November, 2017.

RESOLUTION NO. 2017-78

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 Miles Bullion is appointed to serve on the Planning and Zoning Commission Board and your term will expire no later than the 17th day of December 2020.

PASSED AND APPROVED on this 21st day of November, 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

D. Discussion and consideration to approve Resolution 2017-69 to allocate votes in the election for the 2018-2019 Board of Directors of the Hidalgo County Appraisal District pursuant to §6.03(e) of the Texas Property Tax Code. Possible action. (Staffed by City Secretary's Office.)

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve Resolution 2017-69 allocating all votes to David Hernandez to the 2018-2019 Board of Directors of the Hidalgo County Appraisal District as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the following is the resolution:

RESOLUTION NO. 2017-69

STATE OF TEXAS	§	RESOLUTION CASTING VOTES BY THE CITY OF
COUNTY OF HIDALGO	§	WESLACO FOR A CANDIDATE TO HIDALGO COUNTY

WHEREAS, the City of Weslaco, a governmental unit entitled to vote in the selection of a Board of Directors for the Hidalgo County Appraisal District, has been notified by the Chief Appraiser of Hidalgo County, Texas, that votes to the said Board of Directors should be submitted in Resolution form to the Chief Appraiser by December 15, 2017 and

WHEREAS, the City wishes to cast all its 75 assigned votes to David Hernandez as candidate on the ballot for Director of the Hidalgo County Appraisal District 2018-2019.

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

1. The City Commission of the City of Weslaco does hereby cast its 75 assigned votes to David Hernandez 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 21st day, November 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

E. Discussion and consideration to approve Resolution 2017-80 appointing one Commission member to replace the alternate on the Amigos del Valle. Possible action. (Staffed by City Secretary's Office.)

Commissioner Kerr, seconded by Commissioner Pedraza, moved to approve Resolution 2017-80 appointing Commissioner Lopez as alternate on the Amigos del Valle as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution.

RESOLUTION NO. 2017-80

THE STATE OF TEXAS	§	A RESOLUTION APPOINTING A MEMBER AND AN
COUNTY OF HIDALGO	§	ALTERNATE MEMBER TO THE AMIGOS DEL VALLE,
CITY OF WESLACO	§	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

WHEREAS, on September 19, 2017 Mayor Pro Tempore Gerardo “Jerry” Tafolla was appointed to the Amigos del Valle, Inc. Board of Directors on behalf of the City of Weslaco.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO that Letty Lopez, 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 21st day of November, 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 to extend the Severn Trent annual agreement two-years for an annual increase capped at 1.3% and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item November 7, 2017; requested by Severn Trent.)

The City Manager recommended approval.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to extend the Severn Trent annual agreement two-years for an annual increase capped at 1.3% as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and reconsideration to purchase one (1) 2018 vehicle from Buyboard vendor Gunn Chevrolet Ltd. under the capital outlay fund 2017-2018 budget for Collections Department, being a 1 Ton Pickup Regular Cab with service body from \$34,113 to \$36,733 and authorize the Mayor to execute any related documents. Possible action. (This item was approved November 7, 2017; Staffed by Parks and Recreation Department.)

David Arce, Parks Director, stated a reconciliation of the quote identified an accounting error on the cost for the vehicle. The vendor Gunn Chevrolet Ltd is still the most advantageous quote at \$36,733. Staff recommends approval.

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

C. Discussion and consideration to approve a Performance Contracting Agreement with Siemens Industry, Inc. for a turn-key solution to implement capital intensive improvements utilizing energy, operational savings and increased revenue to offset the cost of improvements, and authorize the Mayor to execute any related documents. Possible action. (This item was approved on November 7, 2017 pending review; Staffed by City Manager's Office.)

Juan E. Gonzalez, City Attorney, stated all points of concerns were discussed with Siemens' legal counsel and have been satisfied by the removal of any arbitration clause. The City Manager recommended approval with the condition of the incorporation of the third-party review received and other legal changes as noted by the City Attorney.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve a Performance Contracting Agreement with Siemens Industry, Inc. with the condition of the incorporation of the third-party review comments and other legal changes as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration on request from Texas Taxi, Inc. to allow RGV Yellow Cab to operate taxi services within the City of Weslaco. Possible action. (Requested by Texas Taxi, Inc.)

The City Manager recommended to allow five (5) taxi cabs to operate in the City complying with all local permits with a fee of \$250 for each permit. Mr. Joe Garcia, on behalf of Texas Taxi, stated the company has over 2,600 cabs across Texas and are ready to offer dispatch and fare services in Weslaco.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve five (5) taxi cabs to operate in the City complying with all local permits. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to name a private street located within Apostolic Assembly Church Subdivision to West Apostolic Drive. Possible action. (Staffed by Planning and Code Enforcement.)

Mardoqueo Hinojosa, City Engineer/Director of Planning and Code Enforcement, stated Apostolic Assembly Church requests to relabel a common access easement as a private street to be known as West Apostolic Drive. Staff recommends approval.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve to name the common access easement located within Apostolic Assembly Church Subdivision to West Apostolic Drive as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve Mid Valley Airport Ground Lease Agreements, with a reversion clause, for the following Hangars: 1) Tenant Terry Barbee, D/B/A WTB Trading Company, for Hangar W-14; 2) Tenant Bud Payne, D/B/A Payne Dealer Group Management Co., Inc., for Hangar W-09; and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Andrew Munoz, Aviation Director, recommended approval for a seven-year lease for hangars located on the west side with the terms of a rate \$0.22 per square foot; there is a revision clause and a 3% CPI cap.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to approve Mid Valley Airport Ground Lease Agreements, with a reversion clause, for Tenant Terry Barbee, D/B/A WTB Trading Company, for Hangar W-14 and Tenant Bud Payne, D/B/A Payne Dealer Group Management Co., Inc., for Hangar W-09 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve Mid Valley Airport Hangar Lease Agreement with Jeremy Reily D/B/A Rio Aviation, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Andrew Muñoz recommended approval stating this was a City-owned hanger, \$750 monthly lease for two-years with a two-year renewal option.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to approve Mid Valley Airport Hangar Lease Agreement with Jeremy Reily D/B/A Rio Aviation, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration on the purchase of a Ford-250 4x4 gas engine vehicle at a cost of \$38,000 and a Chevrolet Tahoe 2x4 vehicle at a cost of \$50,000 under the Fire Department Apparatus Replacement Program 2017-2018 budget and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.)

Antonio Lopez, Fire Chief, stated this was the ongoing replacement of aging equipment through the Fire Department Apparatus Replacement Program. The vehicles include all graphics and communications. Staff recommends approval.

In response to Mayor Suarez and Mayor Pro Tem Tafolla, monies are within budget of the collected revenues of 25% and delivery of the vehicles would be within 120-days of placing the order.

Commissioner Kerr, seconded by Commissioner Pedraza, moved to approve purchase of a Ford-250 4x4 gas engine vehicle at a cost of \$38,000 and a Chevrolet Tahoe 2x4 vehicle at a cost of \$50,000 under the Fire Department Apparatus Replacement Program 2017-2018 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to approve the purchase of a network data storage appliance using a State of Texas DIR contract in an amount not to exceed \$30,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by IT Department.)

Jose Pena, IT Director, recommended approval to expand the existing data storage using the existing vendor as the most advantageous for the City. Monies are budgeted.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve purchase of a network data storage appliance using a State of Texas DIR contract in an amount not to exceed \$30,000.00 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to schedule workshops of the Commission. Possible action. (Staffed by City Secretary's Office.)

The City Manager stated previous discussion with the Commission was to have workshops for drainage and streets as well with the School Board and Planning and Zoning Commission. The recommendation was to meet on an off Tuesday or Wednesday.

Commissioner Pedraza, seconded by Commissioner Lopez, moved to approve November 28 with the Planning and Zoning Commission and December 6 and 12 coordinating either dates with School Board as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to enter into a commercial card agreement with BBVA Compass Bank and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Finance Department.)

Mary Barrera, Finance Director, stated a program available through the depository contract would replace check writing with credit card payments to vendors. It offers a revenue share that rebates to the City; estimated yearly revenue could be \$58,000. Staff recommends approval.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve a commercial card agreement with BBVA Compass Bank as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. REPORTS

A. Quarterly Investment Report by Finance Department. Possible action to accept and file.

Mary Barrera presented the Quarterly Investment report ending September 30, 2017 showing deposits totaled approximately \$13,012,000 with return on investment averaging 0.36%, which is lower from previous quarters because markets are down. Interest earned year to date is \$113,125. The report is in full compliance with the investment policy; she recommends approval to accept and file.

Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza, moved to accept and file the Quarterly Investment Report as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Report by Weslaco Area Chamber of Commerce.

Doug Croft, Chamber CEO, reported on September and October advertising activity, including a new brochure for the nature parks and an increase in visitors attributing that to the digital marketing.

C. Report by Economic Development Corporation of Weslaco.

Marie McDermott, Executive Director EDC, thanked the Commission on the reappointment of members. She reported construction to begin in January for the UTRGV Center for Innovation and Commercialization; the Alfresco event was well attended with 90 vendors participating and summary of 60 leads list translates into prospective 1,108 jobs.

D. Report by Severn Trent.

George Quilantan, Severn Trent, reported on the TCEQ compliance investigation on October 17, 2017, noting the water treatment plant had few findings already addressed: the liquid level indicator at Milano elevated storage tank was replaced; a containment wall was built around the 55-gallon drum at the water treatment plant; and ground maintenance is being done. All reporting records are acceptable and operators are current with their licenses with no compliance issues.

E. Report by Parks and Recreation Department.

David Arce reported Public Works completed walking trail at Isaac Rodriguez Park on the north side and canopies were installed. At Gibson Park, the basketball court has been resurfaced, new swings installed, Valley Nature Park rock sign and entrance sign completed as well as 1/4 mile trail. At Mayor Pablo Pena Park, a dedication plaque for Ruben Guajardo Jr and flashing crosswalk signs have been installed.

F. Report by Planning and Code Enforcement.

Mardoqueo Hinojosa reported the title report for the alley at Pat Cannon has been received and staff will be reviewing. Joe Pedraza reported on Operation Clean Sweep with drive through service for the first time and KTEX promoting the event. Volunteers worked the allies with staff assisting with the dilapidated structures; 86 tons of debris and 450 tires were collected.

G. Report by Public Works.

Pete Garcia, Public Works Director, reported the installation of a 24" pipe at Quail Hollow has been completed and 13 hydrants have been replaced.

H. Report by Police Department.

Chief Mayer presented the Data Driven Approaches to Crime and Traffic Safety study indicating a dramatic decrease in crime by every type.

VIII. EXECUTIVE SESSION

At 7:05 p.m. Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved the regular meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:41 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. 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.

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.

There was no action on this item.

D. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property consisting of 36.63 acres more or less located on Midway Road as authorized by §551.072 of the Texas Local Government Code.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to authorize the City Manager to respond to offer as discussed in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

E. Economic Development - Consultation with City Attorney to establish a Termination Date for Hangar Inspections as authorized by §551.087 of the Texas Government Code.

There was no action on this item.

F. Economic Development - Consultation with City Attorney on Airport Property Development Project as authorized by §551.087 of the Texas Government Code.

There was no action on this item.

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

Commissioner Kerr abstained from vote and discussion and filed a conflicts disclosure statement.

Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza, moved to accept the amendment to the incentive program as discussed in Executive Session for Project PanAm. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and voting.

H. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related for retail development Project Ocean as authorized by §551.087 of The Texas Government Code.

Commissioner Kerr abstained from discussion and filed a conflicts disclosure statement.

There was no action on this item.

I. Economic Development – Consultation with City Attorney regarding Economic Development incentive program related to Project Anchor as authorized by §551.087 of the Texas Government Code.

Commissioner Kerr abstained from discussion and filed a conflicts disclosure statement.

There was no action on this item.

X. ADJOURNMENT

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to adjourn at 8:42 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

ABSENT

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



**RECORD OF A JOINT WORKSHOP
OF THE WESLACO CITY COMMISSION AND THE
WESLACO PLANNING & ZONING COMMISSION
TUESDAY, NOVEMBER 28, 2017**

On this 28th day of November at 5:40 p.m., the City Commission of the City of Weslaco, Texas convened in a Joint Workshop with the Planning and Zoning Commission at City Hall in the Legislative Chamber located at 255 S. Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	Gerardo “Jerry” Tafolla
Commissioner	Greg Kerr
Commissioner	Leo Muñoz
Commissioner	Josh Pedraza
Planning Commissioner	Jim Forward
Planning Commissioner	Adrian Torres
Planning Commissioner	Miles Bullion
Planning Commissioner	Jose Trevino
Planning Commissioner	Randy Summers
City Manager	Mike R. Perez
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

Also present: Mardoqueo Hinojosa, Planning and Code Enforcement Director; Joe Pedraza, Health Official; Rebekah de la Fuente, Planner; citizens and others.

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 November 22, 2017.

B. Roll Call.

The City Secretary noted the absence of Commissioners Lopez and Rodriguez and Planning Commissioners Lonnie Berry and David Hernandez.

II. NEW BUSINESS

A. Review of proposed Zoning Ordinance. Attachment

Mr. Mardoqueo Hinojosa, City Engineer and Planning Director, presented an overview of proposed changes to the zoning ordinance, originally approved in 1959 and since antiquated. The proposed changes modernize definitions and establish uniformity to requirements. In summary, the changes proposed are as follows: Establish clear setback and nonconforming lot requirements; Update building height restrictions in R-2, B-1 and B-2 zoned areas; Restrict the intensity of use for M-1 zoned areas; Incorporate new uses and clarify antiquated uses for each zoning district, such as adding hookah bars within B-1 districts and solar and wind farms to industrial districts; Allow for the construction and occupancy of maid quarters and guest houses; Allow for the

cancellation of TABC/Conditional Use License; Update Conditional Use Permits on Daycares and Bed & Breakfasts.

Following some discussion, the consensus is to restrict rural districts to the outer boundaries so that livestock is south of 18th Street, north of Mile 10, west of Midway Road, and east of FM 1015. Current property owners would be grandfathered; Mr. Adrian Torres suggested a city-initiated rezone to restrict current use.

Regarding daycares, the Mayor requested an inventory of current daycares, their zones and any conditions to determine how many current businesses would be affected by the proposed changes; he also directed the City Attorney to prepare a legal opinion on the ability to sunset any active conditional use permits. Suggestions for daycare conditions included to require opaque fencing, restrict decorations to the fenced area, and remove the traffic study requirement.

Regarding bed and breakfasts, the City Manager noted the changes should preserve latitude for the Commission as the share economy continues to evolve, so they may address changes in the market.

Pertaining to guesthouses, the consensus was to allow separate kitchens so long as the building is connected to the main house and shares common utilities.

III. ADJOURNMENT

With no other business before the Commission this workshop stood adjourned at 7:12 p.m. on November 28, 2017.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-18-D79-O-000081

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Weslaco Police Department

and

Southern District of Texas (79)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 2, 2017 to September 30, 2018

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2018	D79	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	\$15,000.00

Total Obligation Amount: **\$15,000.00**

SECTION 5: DESCRIPTION OF OBLIGATION

TFO overtime for one TFO (\$15,000)

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

STATE/LOCAL CONTACT:

Name: SDUSM Dagoberto Lopez

Phone: 956-683-2400

E-mail: dagoberto.lopez@usdoj.gov

Name: Chief Stephen Scot Mayer

Phone: 956-968-8591

E-mail: smayer@weslacotx.gov

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: ANN HEPHNER

Digitally signed by ANN HEPHNER
DN: cn=US, o=U.S. Government, ou=Dept of Justice, ou=USMS, ou=ANN HEPHNER, o.9.2342.19200300.100.1.1-1500100321048
Date: 2017.11.09 13:52:42 -0500

Date: 11/9/2017

Ann Hephner, AO

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: RICHARD HUNTER

Digitally signed by RICHARD HUNTER
DN: cn=US, o=U.S. Government, ou=Dept of Justice, ou=USMS, ou=RICHARD HUNTER, o.9.2342.19200300.100.1.1-1500100321130
Date: 2017.11.09 13:53:07 -0500

Date:

Richard Hunter, CDUSM

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: _____

Date: _____

[Type Name and Title]



Standardized Agenda Request Form

Date of Meeting: December 5, 2017		Agenda Item No. (to be assigned by CSO): 2017-1335
From:		
Subject: Approval of Mid Valley Airport Hangar Lease Agreement with Charles Mild, Hangar E-3, and authorize the Mayor to execute any related documents. (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 Hangar lease agreement templates. The hangar lease agreement being presented is for Hangar E-3 (City owned Hangar) located on the east side of the airport. The proposed hangar lease agreement is for two (2) years with a two (2) year renewal option. There is a 3% review and cap every three (3) years.		
Funding Source (budget code, if applicable):		
Amount: \$9,000.00	Term of Impact: Two Years with a Two Year Option	Identified in Current Budget: Yes
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Airport Advisory Committee does not approve revenue lease agreements but did approve the hangar lease template.		
Andrew Muñoz Andrew Muñoz Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Mild Agreement		
Responsibilities upon Approval:		

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Lease Agreement

STATE OF TEXAS)

CITY OF WESLACO) KNOW ALL PERSONS BY THESE PRESENTS:

HIDALGO COUNTY)

This lease is entered into this 10 day of 22, 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 Charles Mild, 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 Hangar E-3 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 2 years. Thereafter, this lease may be renewed for a subsequent two (2) 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.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises 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, 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.

Section 3. Consideration

- A) In consideration for the lease of the Hangars referenced herein Lessee hereby agrees to pay monthly the sum of \$ 225.00. The first month'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 due for the term of this contract plus any extensions thereto.
- 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 Hangar 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.



Lessee Initials

- 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 Hangar 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 Hangar, including the inside and the outside of the Hangar, 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


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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 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 that he will not operate any non-aviation related business or activity on/in the Hangar without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.
- K) 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 Hangar 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


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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.


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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:

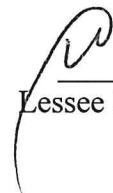
Aviation Director
Weslaco Mid-Valley Airport
1909 Joe Stephens
Weslaco, TX 78596

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

- C) Notice to Lessee to be sent to:

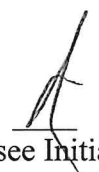
Lessee Name: Charles Mild
Address: 1617 Christian
Harlingen, TX 78550



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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 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.


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- 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 _____, 20__.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary



10/24/17 Lessee


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“EXHIBIT A”

Hangar E-3





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Standardized Agenda Request Form

Date of Meeting: December 5, 2017		Agenda Item No. (to be assigned by CSO): 2017-1333	
From:			
Subject: Approval of Mid Valley Airport Ground Lease Agreement with Marvin Yarbrough, Hangar W-20, and authorize the Mayor to execute any related documents. (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 Hangar lease agreement templates. The ground lease agreements being presented are for Hangar W-20, located on the west side of the airport. The proposed hangar lease agreement is for a base five (5) years, with a five (5) year renewal option. There is a 3% review and cap every three (3) years.			
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 does not approve revenue agreement but did approve the ground lease agreement template.			
Andrew Muñoz Andrew Muñoz Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Yarbrough Agreement			
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 Marvin Yarbrough, 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;

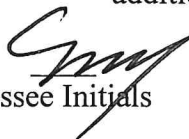
NOW THEREFORE, in consideration of the terms, premises, and mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee covenant and agree as follows:

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,260 sq. ft.** (W20) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.
- B) Premises shall be designated as W20, measuring 30 feet x 42 feet as described in Exhibit A.

Section 2. Term

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


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

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of \$ **315.00**. 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 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 payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.

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

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


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

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

Section 4. Use of Lease Premises

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


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

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


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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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


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

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

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

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


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

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

Section 10. Exclusions

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


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

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

- B) Notice to Lessor is to be sent to:

Aviation Director
Weslaco Mid-Valley Airport
1909 Joe Stephens


Lessee Initials

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: Marvin Yarbrough
Address: 4010 Retama Drive
Brownsville, TX 78521


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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 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.


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


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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.


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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 W20
30' x 42'





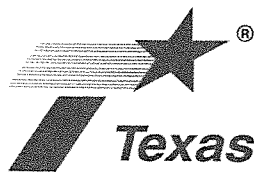
Standardized Agenda Request Form

Date of Meeting: December 5, 2017		Agenda Item No. (to be assigned by CSO): 2017-1384	
From: Mardoqueo Hinojosa			
Subject: Approval to solicit bids for the relocation of waterline for Weslaco North Fire Station Subdivision. (Staffed by Planning and Code Enforcement.)			
Background: As part of the Subdivision process for the Weslaco North Fire Station, water provider for the area (North Alamo Water Supply Corporation (NAWSC)) requires the relocation of the existing water line into an easement. As part of the process, NAWSC requires that selected contractor is within their list of approved contractors. Project has an estimated cost of \$75,000. Furthermore, additional fees needed for NAWSC include: \$250 (Subdivision inspection), \$500 (administrative), \$300 (3/4" meter), \$350 (1" meter), 2 - \$100 (memberships), \$2,550 (Water Supply Agreement for Excluded Subdivision) and \$850 (Water Line Access Agreement).			
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: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will begin procurement process.			



Standardized Agenda Request Form

Date of Meeting: December 5, 2017		Agenda Item No. (to be assigned by CSO): 2017-1385	
From: Mardoqueo Hinojosa			
Subject: Approval of Resolution 2017-84 to terminate the Multiple Use Agreement with the Texas Department of Transportation for inactive approved bus stop locations along their right-of-way on U.S. Business Highway 83 and Texas Boulevard. (Staffed by Planning and Code Enforcement.)			
Background: Texas Department of Transportation submitted a letter about approved and inactive bus shelter locations adjacent to the intersections of: Business 83 and Westgate Drive, Business 83 and Border Avenue, Texas Boulevard and 4th Street, Texas Boulevard and 1st Street, Texas Boulevard and Pike Boulevard and N. Texas Boulevard at Family Dollar. City has to respond on plan of action to restore or amend agreement. A resolution has been included to terminate/modify agreement.			
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):			
Mardoqueo Hinojosa		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends to eliminate non-constructed locations.			
Attachments, if any: TxDOT letter, Exhibit, Mutual Use Agreement TXDOT, Resolution			
Responsibilities upon Approval: Staff will submit resolution to Texas Department of Transportation.			



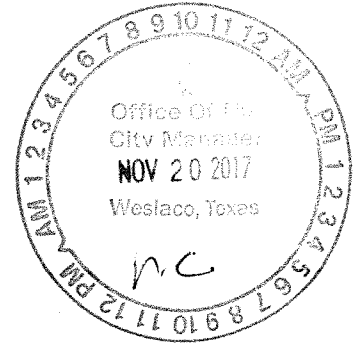
600 W. INTERSTATE 2 | PHARR, TEXAS 78577 | (956) 702-6100 | WWW.TXDOT.GOV

November 15, 2017

Leonardo Olivares
City Manager
City of Weslaco
255 S Kansas Avenue
Weslaco, Texas 78596

Re: MUA 21-12-VAR-020

*Queue,
Please prepare
an agenda item to
remove them "loss stops"
would be a first agenda item
in Dec
The H.R.
to eliminate water*



Dear Sir,

Past inspections have indicated that the above mentioned Multiple Use Agreement (MUA), whole or in part, between the City and TxDOT is inactive. Inactivity of an MUA site may impair safety, be considered a nuisance and ties up TxDOT resources unnecessarily.

The inactive locations for the above MUA are as follows:

Bus 83 at Westgate
Bus 83 at Jenks
S Texas Blvd at 4th Street
N Texas Blvd at 1st Street
N Texas Blvd at Pike
N Texas Blvd at Family Dollar.

As per Item 8—Modification/Termination of Agreement, TxDOT reserves the right to either modify or terminate the agreement.

TxDOT respectfully requests the city's comment/recommendation on the above locations. Please respond in writing with a plan of action for the locations listed above.

If it is in the city's interest to modify the agreement, please refer to Item 10—Restoration of Area and Item 19—Amendments of the agreement.

If it is in the city's interest to terminate, a termination agreement will be drawn and the city will be referred to Item 10—Restoration of Area.

Either action shall require a resolution by the city commission

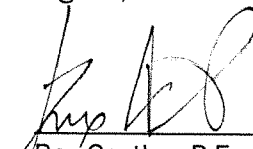
OUR GOALS

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY
An Equal Opportunity Employer

Please call with Gregory Rakay (956) 262-1254 or Rex Costley (956) 702-6137 with any questions you may have.

Copies of the MUA are available upon request.

Signed,

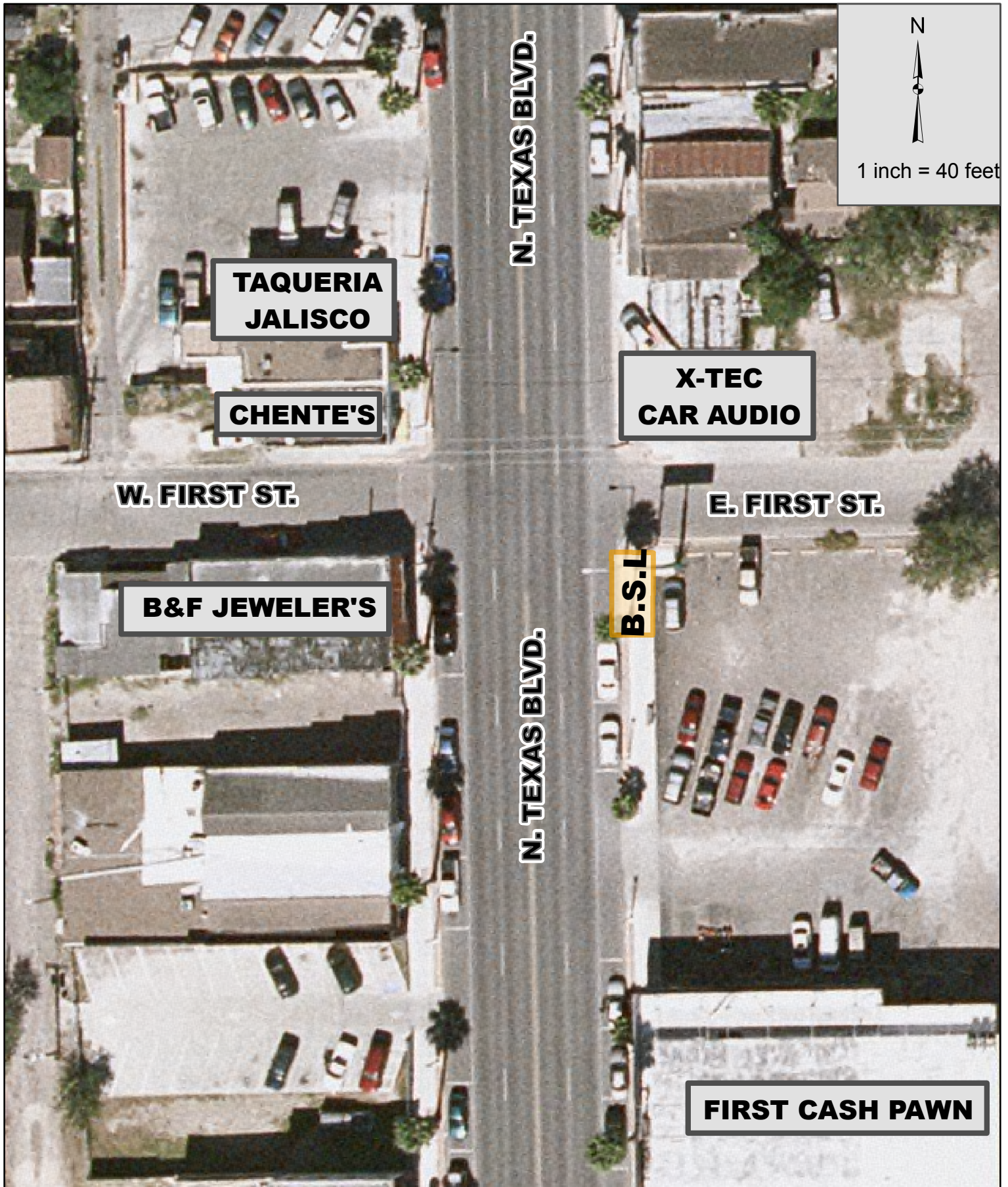
A handwritten signature in black ink, appearing to read 'Rex Costley', is written over a horizontal line.

Rex Costley, P.E.
Director of Maintenance
Pharr District

RC:eg

cc: Hector P. Gonzalez, P.E.
District File

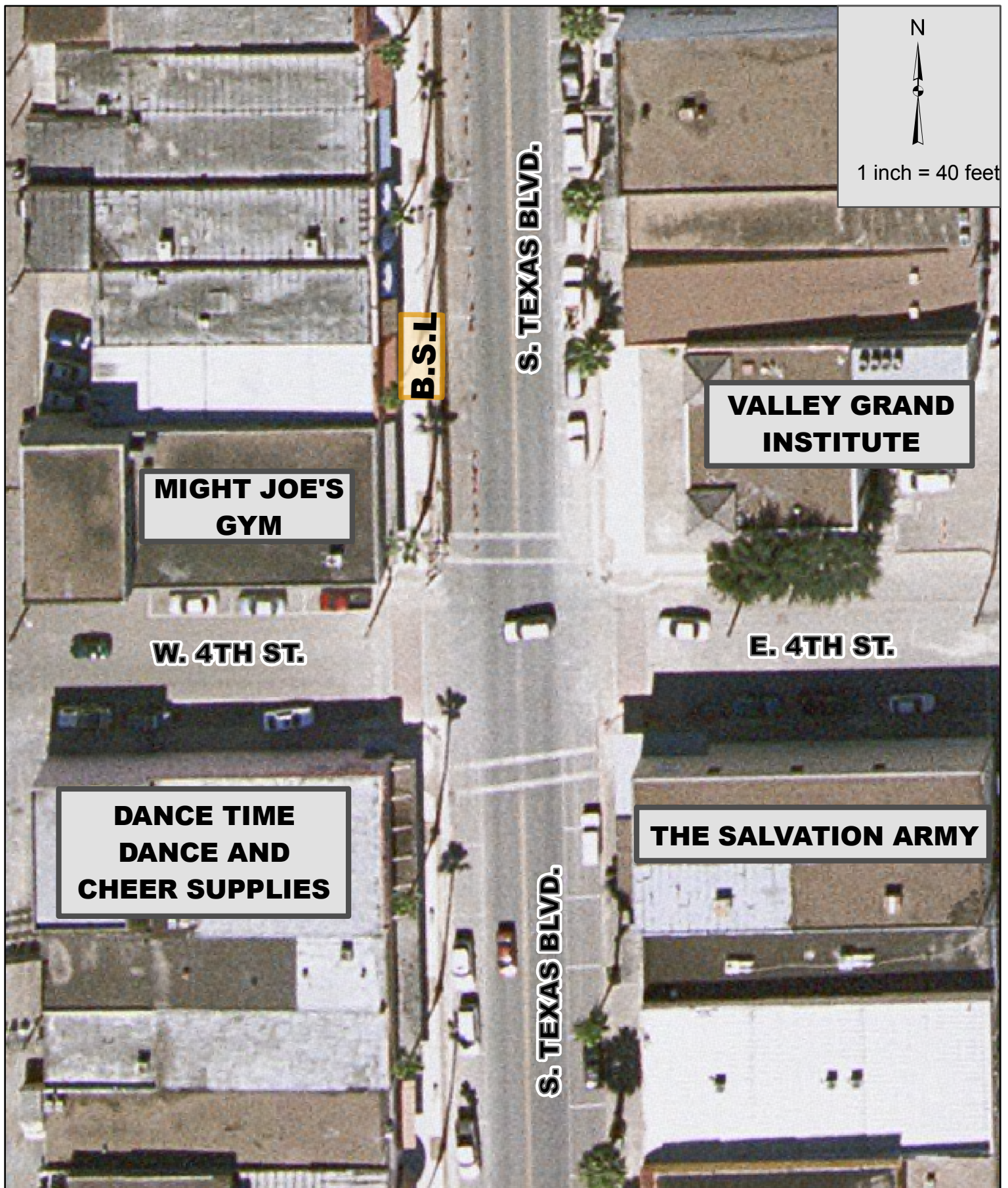
FIRST ST. & N. TEXAS BLVD.



NORTHBOUND

(TxDOT)

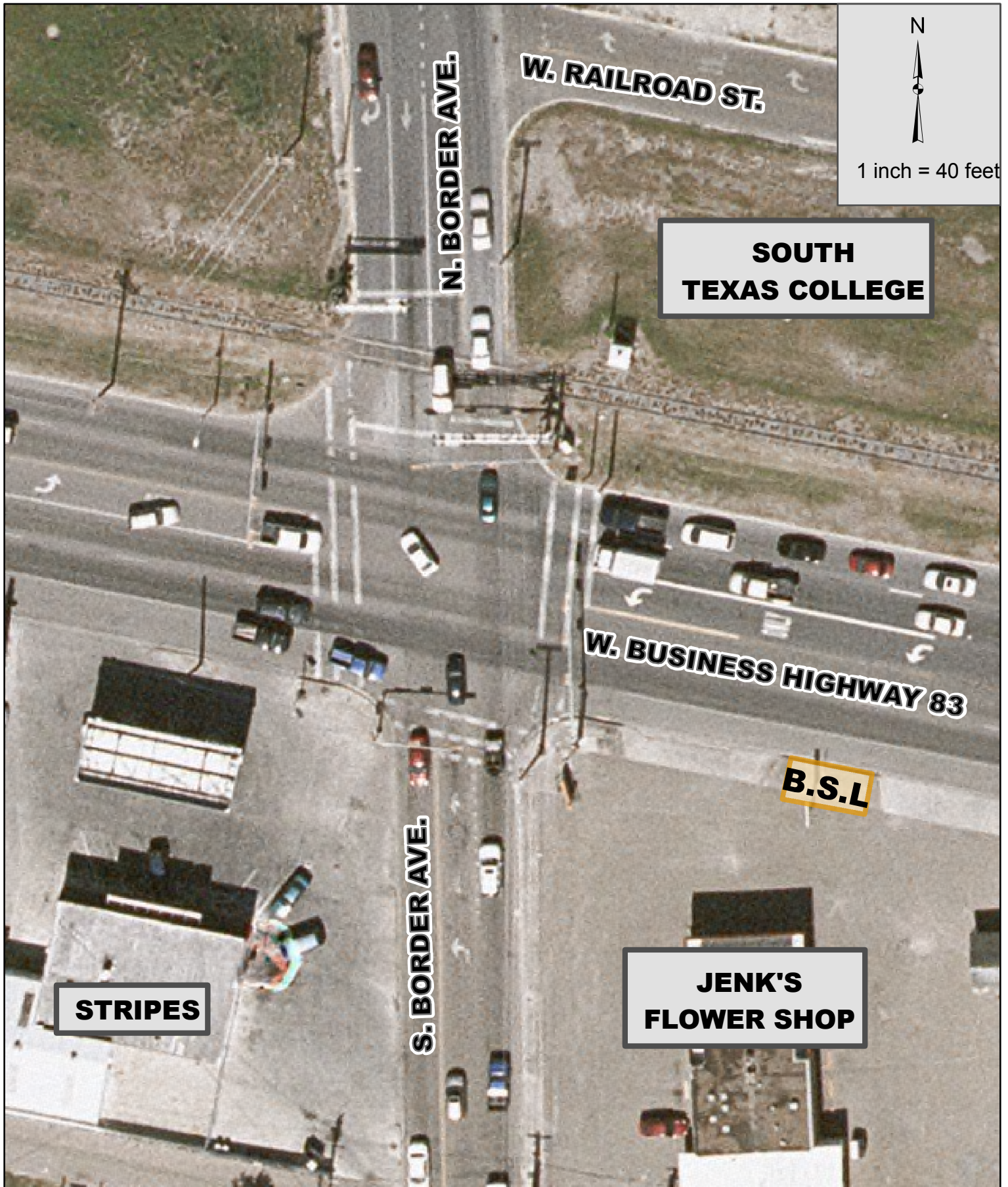
FOURTH ST. & S. TEXAS BLVD.



SOUTHBOUND

(TxDOT)

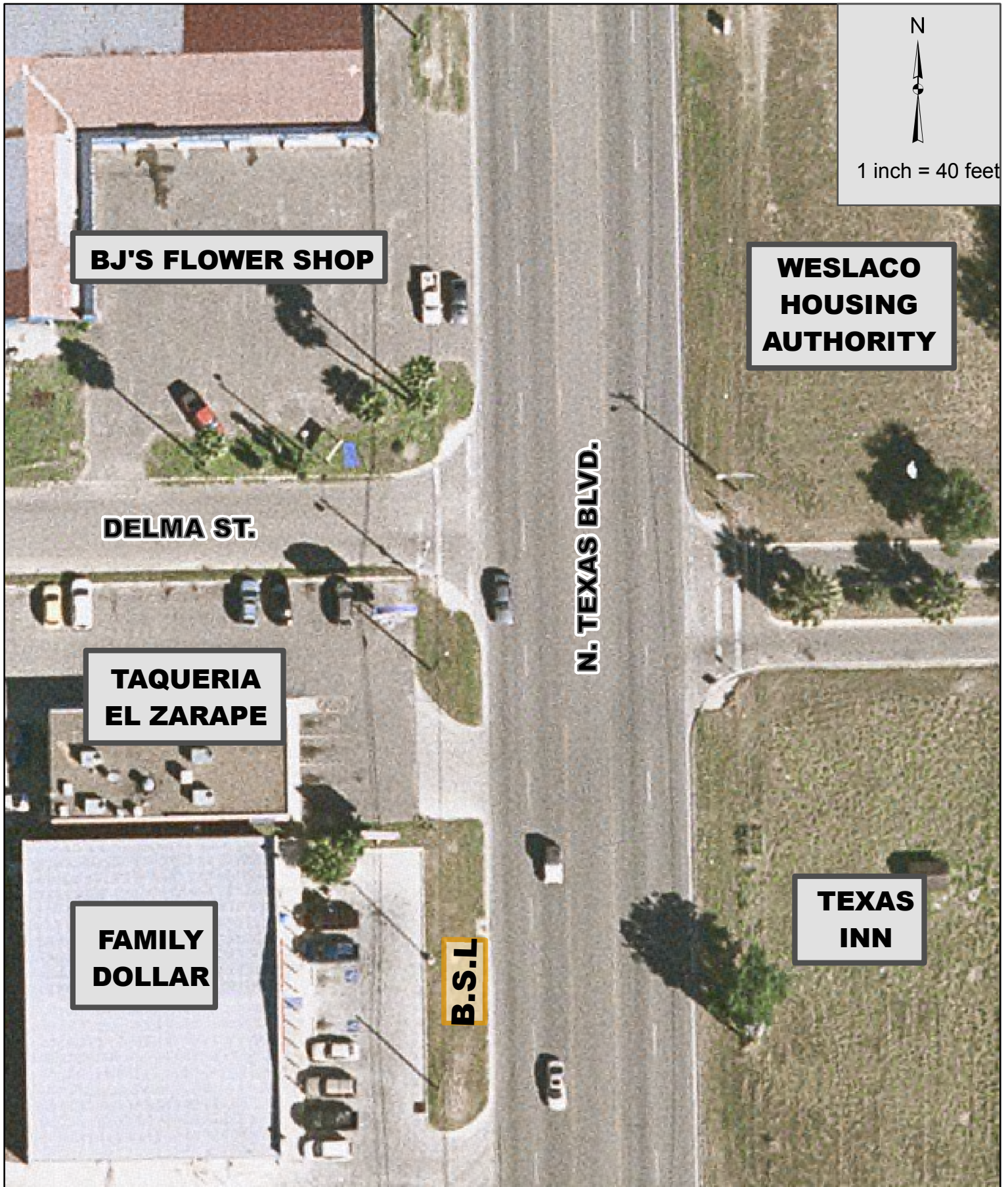
BORDER AVE. & W. BUSINESS HIGHWAY 83



EASTBOUND

(TxDOT)

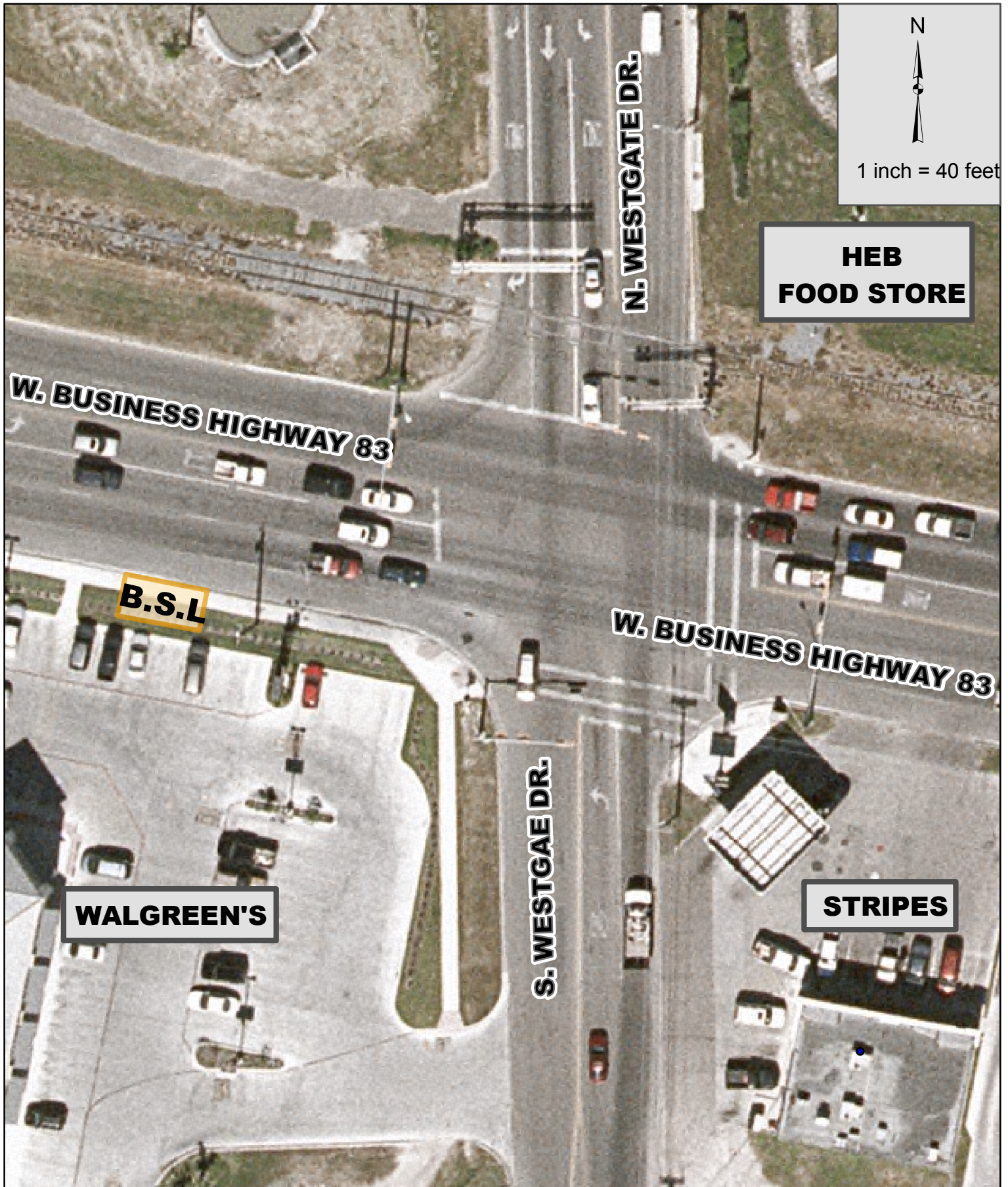
DELMA ST. & N. TEXAS BLVD.



SOUTHBOUND

(TxDOT)

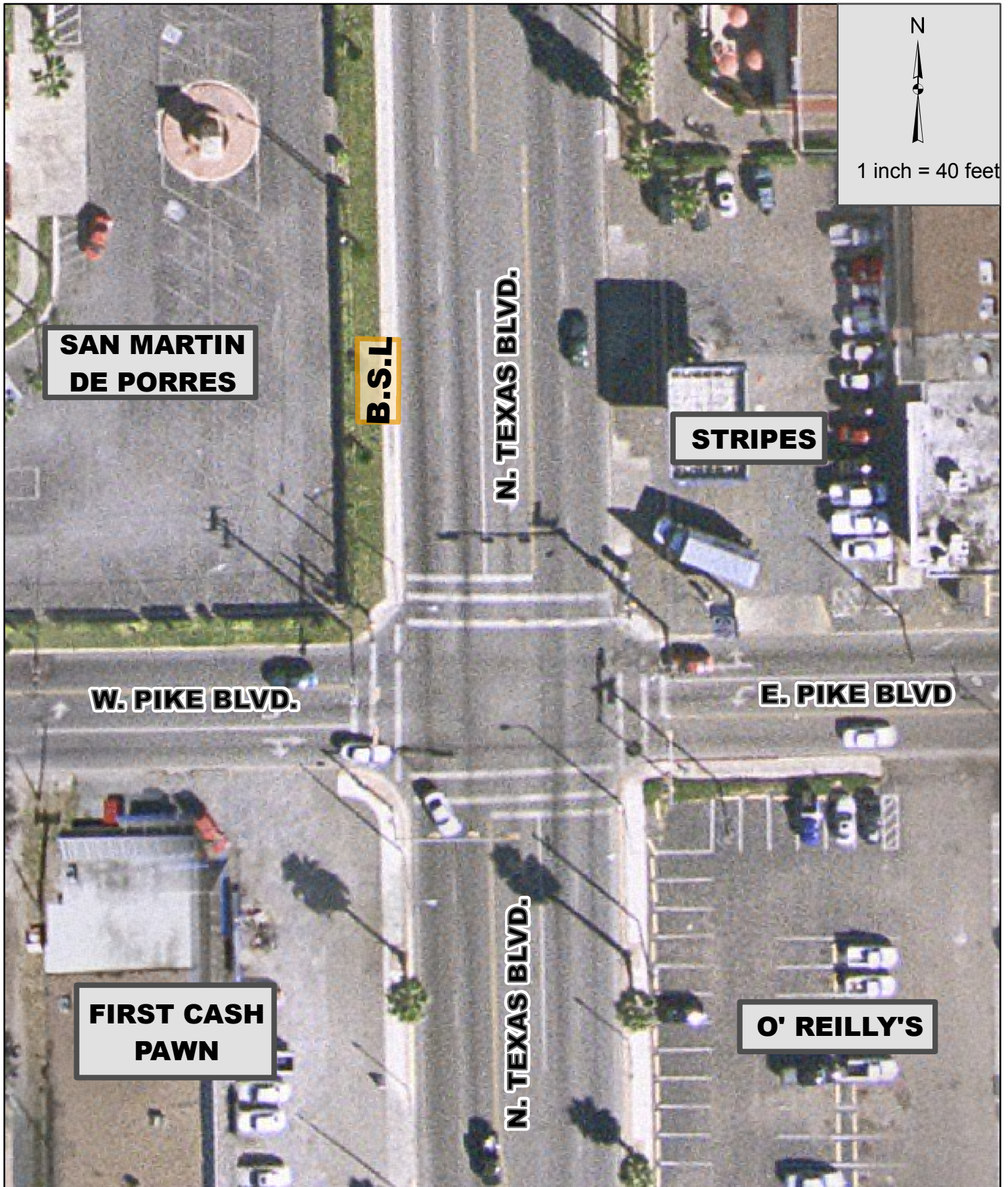
WESTGATE DR. & W. BUSINESS HIGHWAY 83



EASTBOUND

(TxDOT)

PIKE BLVD & N. TEXAS BLVD.



SOUTHBOUND

(TXDOT)

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and
THE CITY OF WESLACO _____, hereinafter called
_____, party of the second part, is to become effective when fully
executed by both parties.

WITNESSETH

WHEREAS, on the 5TH day of JULY , 20 11 , the governing
body for the CITY OF WESLACO , entered
into Resolution/Ordinance No. _____ hereinafter identified by
reference, authorizing the CITY 's participation in
this agreement with the State; and

WHEREAS, the CITY OF WESLACO has requested the State to permit the
construction, maintenance and operation of a public
BUS SHELTER _____ on the highway
right of way, (General description of area)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically
described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities
and other uses conditioned that the CITY OF WESLACO will enter into
agreements with the State for the purpose of determining the respective responsibilities of the
_____ CITY OF WESLACO and the State with reference thereto, and conditioned that such
uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance
or in any way restrict the operation of the highway facility, all as determined from engineering and traffic
investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

CITY OF WESLACO will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 11½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Maintenance and operation of the facility shall be entirely the responsibility of the CITY OF WESLACO. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The CITY OF WESLACO shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the CITY's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The CITY OF WESLACO shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The CITY OF WESLACO shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the CITY OF WESLACO. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the CITY OF WESLACO shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for having caused the CITY OF WESLACO to pay or disburse any sum of money hereunder.

13. HOLD HARMLESS

The CITY OF WESLACO shall indemnify and save harmless the State and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this agreement and that are caused by or result from error, omission, or negligent act of the party or of any person employed by the party. The CITY OF WESLACO shall also indemnify and save harmless the State from any and all expense, including but not limited to attorney fees that may be incurred by the State in litigation or otherwise resisting the claim or liabilities that may be imposed on the State as a result of such activities by the CITY OF WESLACO, its agents, or employees authorized under this agreement. The CITY OF WESLACO further agrees to indemnify and save harmless the State from and against all claims, demands, and causes of action of every kind and character brought by any employee of the party against the State due to personal injuries and/or death to such employee resulting from any alleged negligent act by either commission or omission on the part of the CITY OF WESLACO. The indemnification of the State shall extend for a period of three (3) years beyond the date of termination of this agreement.

14. INSURANCE

The CITY OF WESLACO, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right of way, the CITY's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) and shall maintain the required coverage during the construction of the facility.

15. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

16. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The CITY OF WESLACO shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

17. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

18. CIVIL RIGHTS ASSURANCES

The CITY OF WESLACO, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the CITY OF WESLACO shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

19. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

20. LEGAL CONSTRUCTION

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

21. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The CITY OF WESLACO must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the CITY OF WESLACO if that service is authorized by this agreement.

22. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

23. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	Leonardo Olivares, City Manager
Maintenance Division	City of Weslaco
125 East 11th Street	255 S. Kansas Avenue
Austin, Texas 78701-2483	Weslaco, TX 78596

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

_____ on the _____ day of _____,
2011, and the State on the _____ day of _____, 2011.

STATE OF TEXAS

CITY OF WESLACO
(Name of other party)

By: _____
Title

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

LEONARDO OLIVARES
Printed Name

By: _____
Director, Maintenance Division

Date

Printed Name

Date

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

EXHIBIT E

RESOLUTION 2017-84

A RESOLUTION OF THE CITY OF WESLACO, TEXAS AUTHORIZING THE CITY MANAGER TO MODIFY A MULTIPLE USE AGREEMENT BETWEEN THE STATE OF TEXAS, TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF WESLACO FOR THE INSTALLATION OF BUS SHELTERS AND OTHER RELATED IMPROVEMENTS ON STATE HIGHWAY RIGHT-OF-WAYS

WHEREAS, the City Council of Weslaco, Texas currently provides local funding match for a regional public transportation system managed by the Lower Rio Grande Valley Development Council (LRGVDC) under the Valley Metro name; and

WHEREAS, the City Council of Weslaco, Texas does not desire to proceed with installing bus shelters in locations under previous Mutual Use Agreement and other related improvements at locations along the designated but route within its corporate city limits; and

WHEREAS, six proposed bus shelters are removed from list which includes locations at: 1701 W. Business 83 (Walgreens @ Westgate), 625 W. Business 83 (Jenks), 340 S. Texas Blvd. (@ 4th St.), 1700 N. Texas Blvd. (@ 1st St.), 811 N. Texas Blvd., (@ Pike), 1811 N. Texas Blvd., (Family Dollar); and

WHEREAS, the use of the state highway right-of-way under the control and operation of the State of Texas, Acting by and Through the Texas Department of Transportation, requires the City of Weslaco to modify a Multiple Use Agreement, which said agreement specifies the responsibilities of the City and of the State for the use of state highway right-of-way. and;

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

The City of Weslaco shall modify a Multiple Use Agreement with the State of Texas, Acting by and Through the Texas Department of Transportation, to remove the installation of bus shelters and other related improvements in designated locations on state highway right-of-way within its corporate city limits for the operation of the Valley Metro.

BE IT FURTHER RESOLVED THAT this resolution shall take effect immediately after its passage.

READ, CONSIDERED, PASSED, AND APPROVED at a regular meeting of the City Council of the City of Weslaco, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of December, 2017.

CITY OF WESLACO

APPROVED:

David Suarez, Mayor

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: December 5, 2017		Agenda Item No. (to be assigned by CSO): 2017-1374	
From:			
Subject: Approval of Resolution 2017-81 amending Resolution 2016-70, authorizing the Mayor and City Commission, identifying Commissioner Jose "J.P." Rodriguez, to exercise certain powers identified with BBVA Compass Bank, including opening of accounts, certificates of deposit, transferring funds, securing safe deposit boxes, and making inquiries pertaining to accounts and authorize the Mayor and Commission to execute any related documents. (Staffed by Finance Department.)			
Background: This will make the necessary changes to the authorized signers on our bank accounts with BBVA Compass to add the newly elected Commissioner Rodriguez.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Recommend approval.			
Attachments, if any: Resolution 2017-81			
Responsibilities upon Approval: Execute and notify department and vendor.			

RESOLUTION NO. 2017-81

STATE OF TEXAS	§	RESOLUTION AUTHORIZING MAYOR DAVID
COUNTY OF HIDALGO	§	SUAREZ, MEMBERS OF THE CITY COMMISSION,
CITY OF WESLACO	§	AND APPROPRIATE STAFF AS SIGNATORIES ON
		CERTAIN LEGAL FINANCIAL DOCUMENTS FOR
		THE CITY OF WESLACO

1. I, Elizabeth M. Walker, certify that I am the **City Secretary** of The City of Weslaco, organized under the laws of Texas, Federal Employer ID Number 74-6002544, engaged in Municipal business under the name of the City of Weslaco, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on **December 5, 2017**. This resolution appears in the minutes of this meeting and has not been rescinded or modified.

2. Be it Resolved that,
 - (a) BBVA Compass Bank is designated as a depository for the funds of the City of Weslaco.
 - (b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
 - (c) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Weslaco with this financial institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
 - (d) Any of the persons named below, so long as they act in a representative capacity as agents of the City of Weslaco, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this financial institution, concerning funds deposited in this financial institution, moneys borrowed from this financial institution or any other business transacted by and between the City of Weslaco and this financial institution subject to any restrictions stated below.
 - (e) Any and all prior resolutions adopted by the City Commission of the City of Weslaco and certified to this Financial Institution as governing the operations of the City of Weslaco's account(s), are in full force and effect, unless supplemented or modified by this authorization.
 - (f) The City of Weslaco agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the City of Weslaco, and authorizes the financial institution named above, at anytime, to charge the City of Weslaco for all checks, drafts, or other orders, for the payment of money, that are properly drawn on this financial institution, and contain the required number of

signatures for this purpose.

3. The officials designated below are authorized to conduct business as indicated:

Name and Title	Signature
(A) David Suarez, Mayor	_____
(B) Gerardo Tafolla, Mayor Pro-Tem	_____
(C) Leonardo Munoz Jr., Commissioner	_____
(D) Greg Kerr, Commissioner	_____
(E) Jose J.P. Rodriguez, Commissioner	_____
(F) Leticia Lopez, Commissioner	_____
(G) Joshua S.M. Pedraza, Commissioner	_____
(H) Mike R. Perez, City Manager	_____
(I) Elizabeth M Walker, City Secretary	_____
(J) Maria Barrera, Finance Director	_____
(K) Sonia Flores, Assistant Finance Director	_____

Indicate A, B, C, D and/or E

- | | | |
|--------------------|-----|--|
| <u>A – H</u> | (1) | Exercise all of the powers listed (2) through (9) |
| <u>A – H, J, K</u> | (2) | Open any deposit or checking account(s) in the name of the City of Weslaco |
| <u>A – H</u> | (3) | Endorse checks and orders for the payment of money and withdraw funds on deposit with this financial institution.
Number of authorized signatures required for this purpose <u>2</u> .
Number of authorized signatures required for payroll purpose <u>1</u> . |
| <u>A – H, J, K</u> | (4) | Open any certificate of deposit account and withdraw or transfer funds from the certificate of deposit on deposit with this financial institution.
Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A – H, J, K</u> | (5) | Transfer funds from operations account to the payroll account, investment account or paying agent approved by City Commission by telefax or other electronic means.
Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A – H</u> | (6) | Borrow money on behalf and in the name of the City of Weslaco executes and delivers promissory notes or other evidences of indebtedness.
Number of authorized signatures required for this purpose <u>2</u> . |

- A – H (7) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the City of Weslaco as security for sums borrowed and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment. Number of authorized signatures required for this purpose 1.
- A – H, J (8) Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this financial institution. Number of authorized signatures required to gain access and to terminate the lease 1.
- A – K (9) Authorized to make inquiries as to status, account balance pertaining to the City of Weslaco.

4. I further certify that the City Commission of the City of Weslaco has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the power granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this Corporation on December 5, 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: December 5, 2017		Agenda Item No. (to be assigned by CSO): 2017-1366	
From:			
Subject: Approval of Resolution 2017-82 to approve and adopt the annual Investment Policy for the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment.			
Background: Section 2256 of the Texas Government Code, also known as the Public Funds Investment Act, requires annual review and adoption of the City's Investment Policy. Revisions were made as follows: Introduction was updated to reference the Texas Government Code Chapter 2256, rather than Vernon's Article 842a-2; and to reflect amendments adopted by the State in 2015 relating to the responsibility of the investment officer(s) to obtain a certain number of hours of training every two years. Authorized investments were amended to specifically include letters of credit; and prohibited investments were updated to specifically exclude banker's acceptances and bond mutual funds, as recommended by current best practices.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Mary Barrera		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Recommend approval.			
Attachments, if any: Proposed Inv Policy-12-05-17, Resolution 2017-82			
Responsibilities upon Approval:			

CITY OF WESLACO, TEXAS

INVESTMENT POLICY

I. INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Weslaco to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. Chapter 2256 of the Government Code, as amended from time to time by the Texas State Legislature ("Public Funds Investment Act") requires each city to adopt rules governing its investment practices and to define the authority of the investment official. The Investment Policy addresses the methods, procedures and practices which must be exercised to ensure effective and prudent fiscal management of the City of Weslaco's funds.

II. INVESTMENT STRATEGY

The City of Weslaco maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and commingled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short-to-medium-term securities which will complement each other in a liability matching or a laddered maturity structure. The dollar weighted average maturity of 12 months or less will be calculated using the stated final maturity date of each security.
- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date.
- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate term maturities.
- D. Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated

cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in investment pools, money market funds, collateralized bank deposits or highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

III. SCOPE

This investment policy applies to all financial assets held directly by the City of Weslaco. These financial assets are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include all monies in the following funds:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Fund
- Internal Service Funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately
- Any new fund created by the governing body, unless specifically exempted.

Financial assets of the entity held and invested by trustees or fiscal agents are excluded from these policies; however, such assets shall be invested in accordance with state laws applicable to the investment of local government funds and in accordance with the City's primary investment objectives.

IV. INVESTMENT OBJECTIVES

The City of Weslaco shall manage and invest its cash with four objectives, listed in order of priority: Safety, Liquidity, Yield, and Public Trust. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and local law.

The City shall maintain a comprehensive cash management program that includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term

investment of pooled idle cash.

- A. Safety.** Safety of principal is the foremost objective of the City's investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Each transaction shall be conducted in a manner to avoid capital losses, whether from securities defaults or erosion of market value.
- B. Liquidity.** The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.
- C. Yield.** The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.
- D. Public Trust.** Participants in the City's investment process shall act responsibly as public trust custodians. Investment officials shall avoid transactions which might impair public confidence in the City's ability to govern effectively.

V. RESPONSIBILITY AND CONTROL

- A. Investment Officer.** Management responsibility for the City's investment program is hereby delegated to (1) City Manager, (2) Finance Director, and (3) Assistant Finance Director, hereafter referred to as "Investment Officer". The Investment Officer shall have the authority, subject to the approval of the City Commission, to establish additional specific written procedures for the operation of the investment program which are consistent with this investment policy. The procedures shall include explicit delegation of authority, if any, to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and procedures established by the Investment Officer. The Investment Officer shall be ultimately responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and employees. The Investment Officer shall attend at least one ten (10) hour training session relating to the officer's responsibility under the Act within 12 months after assuming duties. In addition to this initial ten (10) hour training requirement, the Investment Officer shall receive not less than eight (8) hours of instruction every two years thereafter, that

begins on the first day of the City's fiscal year and consists of two consecutive fiscal years after that date. Such training shall be sponsored by an independent source and must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act.

B. Internal Controls. The Investment Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgements by management.

Accordingly, the Investment Officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

1. Control of collusion.
2. Separation of transaction authority from accounting and record keeping.
3. Custodial safekeeping.
4. Clear delegation of authority to subordinate staff members.
5. Written confirmation for telephone (voice) transactions for investments and wire transfers.
6. Development of a wire transfer agreement with the depository bank or third party custodian.

VI. PRUDENT PERSON RULE

The actions of the Investment Officer in the performance of his or her duties as manager of the City's funds shall be evaluated using the "prudent person" standard. Investments shall be made with judgment and care under prevailing circumstances which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

The Investment Officer acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's performance, provided that deviations from expectations are reported in a timely fashion to the City Commission and

appropriate action is taken to control adverse developments.

VII. ETHICS AND CONFLICTS OF INTEREST

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the city who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual selling to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

VIII. INVESTMENTS

The funds of the City available for investment shall be invested in accordance with this policy and all applicable state statutes only in the following types of investment instruments.

Authorized Investments:

1. Obligations, including letters of credit, of the United States and of its agencies and instrumentalities, which have a liquid market with a readily determinable market value.
2. Direct obligations of the State of Texas and agencies and instrumentalities thereof.
3. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States, including those fully insured by the Federal Deposit Insurance Corporation (FDIC).

4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
5. Certificates of deposit issued by a depository institution that has its main office or branch office in Texas:
 - a. And such Certificates of Deposit are:
 1. Guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or their successors; or
 2. Secured by obligations that are described in Numbers 1, 2 or 3 set forth above.
 - b. Or such depository institution contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Government Code (Public Funds Investment Act) as amended.
6. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations set forth in Number 1 above pledged with a third party, other than an agency for the pledger, and purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution domiciled in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement.
7. Investment pools which invest in instruments and follow practices allowed by current law. A thorough investigation of the pool is required prior to investing, and on a continual basis. The City Commission must approve a formal agreement to participate (by resolution) in each pool providing services to the City. The pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

Not Authorized:

The City's authorized investment options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities.

1. Banker's Acceptances
2. "Bond" Mutual Funds
3. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

4. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
5. Collateralized mortgage obligations that have a stated final maturity date of greater than 5 years.
6. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

IX. DIVERSIFICATION OF INVESTMENTS

The City recognizes that some level of risk is inherent in any investment transaction. Losses may be incurred due to issuer default, market price changes, or closing investments prior to maturity due to unanticipated cash flow needs. Diversification of the City's investment portfolio by institution, type of investment instrument, and term in maturity is the primary method to minimize investment risk. With the exception of U.S. Treasury securities, authorized pools, and insured or collateralized Certificates of Deposit, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution. Any portfolio security whose credit rating is placed on review for downgrade must be evaluated by the investment officer to determine if it is prudent to liquidate. Investments subsequently downgraded below the required minimum credit rating should be liquidated in a prudent manner.

X. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

Depository. At least every five years a depository(ies) shall be selected through the City's banking services procurement process, which shall include a formal request for proposals (RFP). In selecting a depository, the credit worthiness of institutions shall be considered, and the Investment Officer shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

Certificates of Deposit. Banks and other financial institutions seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Investment Officer.

Securities Dealers. The Investment Officer shall maintain a list of financial institutions authorized to provide investment services to the City. In addition, a list shall be maintained of approved security brokers/dealers selected by credit worthiness who are authorized to provide investment

services in the State of Texas. All securities dealers shall provide the City with references from public entities that they are currently serving.

All financial institutions and broker/dealers who desire to provide investment services to the City shall execute a written statement stating that an authorized principal of the business has received and thoroughly reviewed the investment policy and that reasonable procedures and controls have been implemented to preclude imprudent investment activities. Additionally, these firms should supply the Investment Officer with information sufficient to adequately evaluate the institution and answer any and all inquiries posed by the Investment Officer or the City Commission, including the following information:

1. Audited financial statements.
2. Regulatory reports on financial condition.
3. Completed broker/dealer questionnaire.
4. Proof of National Association of Security Dealers (NASD) Certification or Financial Industry Regulatory Authority (FINRA) certifications and proof of state registration.
5. Any additional information considered necessary to allow the Investment Officer to evaluate the credit worthiness of the institution.

Financial Advisors. Financial advisors may be retained by the city under contract for periods not to exceed five years.

Investment Pools. A thorough investigation of the pool is required prior to investing, and on a continual basis. All investment pools must supply the following information in order to be eligible to receive funds:

1. The types of investments in which money is allowed to be invested.
2. The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.
3. The maximum stated maturity date any investment security within the portfolio has.
4. The objectives of the pool.
5. The size of the pool.

6. The names of the members of the advisory board of the pool and the dates their terms expire.
7. The custodian bank that will safekeep the pool's assets.
8. Whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation.
9. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.
10. The name and address of the independent auditor of the pool.
11. The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.
12. The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.
13. A description of interest calculations and how interest is distributed, and how gains and losses are treated.

The Investment Officer shall evaluate the financial capacity and credit worthiness of financial institutions and broker/dealers prior to the placement of any City investments. The Investment Officer shall conduct an annual review of the financial condition and registrations of financial institutions and broker/dealers and, based on the review, make any recommendations regarding investment policy or program changes determined to be necessary.

XI. SAFEKEEPING AND CUSTODY

Insurance or Collateral. All deposits and investments of City funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the

Investment Officer or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed monthly to assure that the market value of the pledged securities is adequate. The right of collateral substitution is hereby granted upon written approval by the Investment Officer.

Safekeeping Agreement. Collateral pledged to secure deposits of the City shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps for gaining access to the collateral should the City determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City, the firm pledging the collateral, and the Trustee.

Delivery vs. Payment. All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

Internal Control. The safekeeping procedures utilized in the City's investment program shall be reviewed annually by the independent auditor. This review will provide internal control by assuring compliance with policies and procedures. The Investment Officer and any other officers or employees of the City authorized to engage in investment transactions shall be bonded in an amount established by the governing body.

XII. INVESTMENT REPORTING

The Investment Officer shall prepare and submit to the City Commission at least quarterly a report regarding the status of the City's investment program. As to each investment, the report shall include the following information:

1. A listing of individual securities held at the end of the reporting period. This list will include the name of the fund for which each individual investment was acquired.

2. Unrealized gains and losses resulting from appreciation or depreciation by listing ending book and market value of securities for the period.
3. Average life and final maturity of an investment listed.
4. Coupon, discount or earnings rate.
5. Percentage yield on an annualized basis.
6. Purchase date and purchase price.
7. Percentage of the Portfolio represented by each investment category.
8. Statement of compliance of the City's investment portfolio with State Law and investment strategy and policy approved by the City Commission.

In addition, the report shall explain the quarter's total investment return and compare the return with applicable benchmarks.

The quarterly report shall also summarize recent market conditions, economic developments and anticipated investment conditions, and indicate any areas of policy concern and suggested revisions of investment strategies. Copies of the report shall be submitted to the City Manager and City Commission.

XIII. AUDIT

In connection with the audit of City funds conducted by an independent certified public accountant, the auditor shall conduct a review of the City's investment program, including internal controls and procedures, and the results of the reviews, including recommended changes, shall be included in the City's audit.

XIV. INVESTMENT POLICY ADOPTION

The City of Weslaco's **INVESTMENT POLICY** shall be adopted by resolution of the City Commission. The policy shall be reviewed for effectiveness on an annual basis by the Investment Officer and any modifications will be recommended for approval to the City Commission. The City Commission shall review these investment policies and strategies not less than annually and any amendments to this policy must be made by

resolution of the City Commission.

Any investment held on the date of initial adoption of this policy shall be exempted from its provisions. At maturity or liquidation, the monies so invested, if reinvested, shall be reinvested only in accordance with this policy. The Investment Officer may take a reasonable period of time to adjust the existing portfolio to the provisions of this policy in order to avoid the premature liquidation of any current investment.

CITY OF WESLACO

RESOLUTION NO. 2017-82

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS
APPROVING THE INVESTMENT POLICY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Sec. 2256 of the Texas Government Code, also known as the Public Funds Investment Act (PFIA), requires the governing body of an investing entity to adopt by rule, order ordinance, or resolution, a written investment policy regarding the investment of its funds; and

WHEREAS, once an investment policy has been adopted, the PFIA also requires the governing body to review the investment policy and investment strategies annually; and

WHEREAS, the PFIA states that the governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies; and

WHEREAS, the City's designated Investment Officer has reviewed the current investment policy and recommends changes as presented herein and recommends approval; and

WHEREAS, the City Commission desires to approve the amended Investment Policy;

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

SECTION 1. THAT, the City Commission has reviewed the attached Investment Policy for the City of Weslaco and the policies and strategies contained therein (Attachment "A").

SECTION 2. THAT the City Commission hereby adopts the attached Investment Policy as the City's Investment Policy.

SECTION 3. THAT all resolutions, or parts of resolutions in force with provisions relating to this resolution, which are inconsistent or in conflict with the terms or provisions contained herein, are hereby repealed to the extent of any such conflict only. The non-conflicting sections, sentences, paragraphs, and phrases shall remain in full force and effect.

SECTION 4. THAT this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 5th day of December 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: December 5, 2017		Agenda Item No. (to be assigned by CSO): 2017-1406	
From:			
Subject: Discussion and consideration to approve Resolution 2017-83 appointing one member to the unexpired term of Adrian Torres on the Board of Adjustments and Appeals to the Zoning Ordinance. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: The Commission appointed Adrian Torres to the Planning and Zoning Commission on November 21, 2017; since a exception was not made to allow him to serve on two boards concurrently, his seat on the Board of Adjustments and Appeals is considered vacated. An appointment is needed to his unexpired term. At the time of posting, Maria Cisneros has applied.			
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):			
Elizabeth Walker Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Appoint to the unexpired term.			
Attachments, if any: 16 Board Appt., BOAA roster, Resolution 2017-83			
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		2yr				Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		reg interval min. 3 mths	X	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											7	3	3yr		2/year		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 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

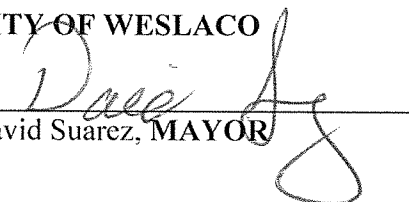
Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

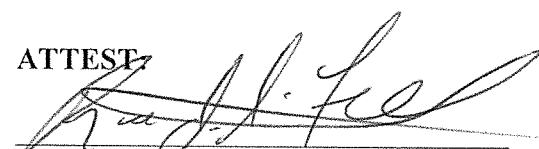
Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

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

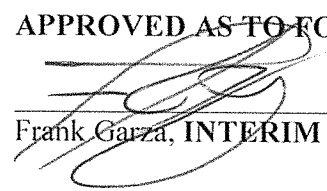
CITY OF WESLACO


David Suarez, MAYOR

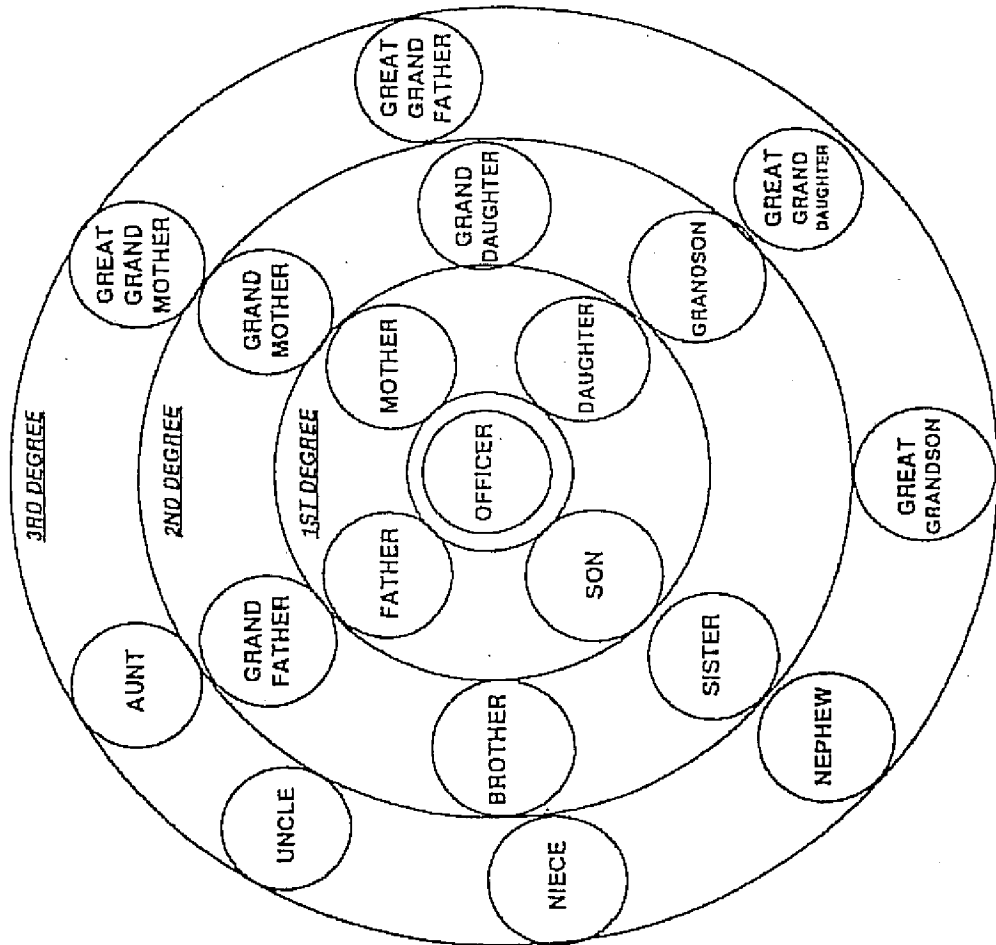
ATTEST

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

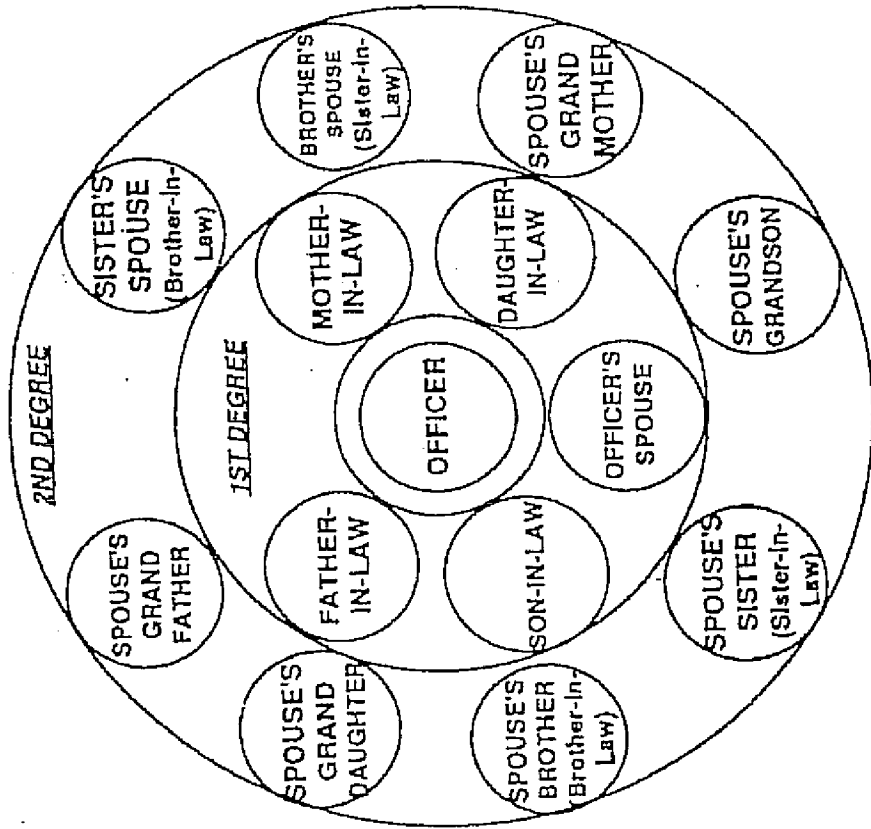
APPROVED AS TO FORM:


Frank Garza, INTERIM CITY ATTORNEY

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

Board of Adjustments & Appeals to the Zoning-Ordinance

TERM START	TERM EXPIRES	TERMS SERVED	FIRST NAME	LAST NAME
1/7/2015	1/6/2019	1	Paul	Garza
6/1/1982	11/2/2019	15	Andy	Veliz
4/6/2016	11/6/2019	0	Francisco	Castellanos
9/6/2016	10/4/2019	0	Adrian	Torres
2/22/2017	12/21/2019	0	*Mark	McCaleb

RESOLUTION NO. 2017-83

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

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

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

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

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

PASSED AND APPROVED on this 5th day of December 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: December 5, 2017	Agenda Item No. (to be assigned by CSO): 2017-1408		
From:			
Subject: Discussion and consideration to nominate a member of the Weslaco community who has made significant civic contributions and achievements to the Rio Grande Valley Walk of Fame as part of BorderFest 2017 and authorize the Weslaco City Commission to sign the nomination form. Possible action. (Staffed by City Manager's Office.) Attachment.			
Background: This is the annual selection process for new inductees to the Rio Grande Valley Walk of Fame conducted by the City of Hidalgo and Hidalgo's BorderFest Committee. <table style="margin: auto; border: none;"> <tr> <td style="text-align: left; padding-right: 20px;"> <i>City of Weslaco</i> 2017 Howdy Smith 2016 Pablo G. Pena 2015 Blanca Munoz 2014 Soyla Gonzalez 2013 Charles & Christine Warren 2012 Eloy R. Alaniz 2011 Robert A. McAllen 2010 Eugene Richard Vaughn Jr. 2009 Dr. Robert Sepulveda 2008 Mayor Hector "Buddy" de la Rosa 2007 Dr. Benigno (Ben) Villalon 2006 Isaac D. Rodriguez 2005 Joe V. Sanchez </td> <td style="text-align: left;"> <i>Weslaco Chamber of Commerce</i> 2017 Randy Summers 2015 Glenn + & Margret Housley 2014 Bob Davis 2013 Ramon "Monse" Montalvo 2012 Margaret Looney McAllen 2011 Noble C. Allen 2010 Robert W. Vanderveer 2009 Patti Dittburner 2008 Ruben Cardenas 2007 Fred McCaleb 2006 Dr. Armando Cuellar + 2005 Gene A. Braught + </td> </tr> </table>		<i>City of Weslaco</i> 2017 Howdy Smith 2016 Pablo G. Pena 2015 Blanca Munoz 2014 Soyla Gonzalez 2013 Charles & Christine Warren 2012 Eloy R. Alaniz 2011 Robert A. McAllen 2010 Eugene Richard Vaughn Jr. 2009 Dr. Robert Sepulveda 2008 Mayor Hector "Buddy" de la Rosa 2007 Dr. Benigno (Ben) Villalon 2006 Isaac D. Rodriguez 2005 Joe V. Sanchez	<i>Weslaco Chamber of Commerce</i> 2017 Randy Summers 2015 Glenn + & Margret Housley 2014 Bob Davis 2013 Ramon "Monse" Montalvo 2012 Margaret Looney McAllen 2011 Noble C. Allen 2010 Robert W. Vanderveer 2009 Patti Dittburner 2008 Ruben Cardenas 2007 Fred McCaleb 2006 Dr. Armando Cuellar + 2005 Gene A. Braught +
<i>City of Weslaco</i> 2017 Howdy Smith 2016 Pablo G. Pena 2015 Blanca Munoz 2014 Soyla Gonzalez 2013 Charles & Christine Warren 2012 Eloy R. Alaniz 2011 Robert A. McAllen 2010 Eugene Richard Vaughn Jr. 2009 Dr. Robert Sepulveda 2008 Mayor Hector "Buddy" de la Rosa 2007 Dr. Benigno (Ben) Villalon 2006 Isaac D. Rodriguez 2005 Joe V. Sanchez	<i>Weslaco Chamber of Commerce</i> 2017 Randy Summers 2015 Glenn + & Margret Housley 2014 Bob Davis 2013 Ramon "Monse" Montalvo 2012 Margaret Looney McAllen 2011 Noble C. Allen 2010 Robert W. Vanderveer 2009 Patti Dittburner 2008 Ruben Cardenas 2007 Fred McCaleb 2006 Dr. Armando Cuellar + 2005 Gene A. Braught +		
Previous local honorees:			
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: February 16, 2016, the Commission nominated Mayor Pablo G. Pena to the Rio Grande Valley Walk of Fame as part of BorderFest 2016 activities.			
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 Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any:			

Nomination Rio Grande Valley Walk of Fame
Responsibilities upon Approval: Notify requester on nomination.



Martin Cepeda, Mayor
Noé Reyes, Mayor Pro-Tem

COUNCILMEMBERS
Gustavo "Gus" Sanchez
Rodolfo (Rudy) Franz
Sergio Coronado
Oziel Treviño

Julian J. Gonzalez, City Manager

November 17, 2017

*Elegante
next City Council Agenda
sub
xc: Friday Memo*

Mr. Mike Perez, City Manager
City of Weslaco
255 South Kansas Street
Weslaco, Texas 78596

Dear Mr. Perez,

The walk celebrates the life achievements and the significant civic contributions of individuals that have made a difference in the Rio Grande Valley. The Rio Grande Valley Walk of Fame and induction festivities will continue as part of Hidalgo's BorderFest 2018. The City of Hidalgo and Hidalgo's BorderFest committee is requesting that you submit a name from your community to be considered for 2018 induction ceremonies.

To avoid duplications attached please, find the names of those who have been inducted since 2005. The Rio Grande Valley Walk of Fame Commission will have final approval on all inductions.

We are asking that your selection and nomination forms be received no later than, *Friday, January 12, 2018*. The induction ceremony will take place during the Hidalgo BorderFest Festivities which; is March 02 - 04, 2018.

Enclosed please find the nomination form. If you have any questions, feel free to call me at (956) 843-2286. Best wishes for a happy holiday season and a new year of joy, peace and prosperity.

Best Regards,

Martin Cepeda
Mayor

CC: Mayor David Suarez



"This institution is an equal opportunity provider and employer"



Rio Grande Valley Walk of Fame

State Farm Arena

Hidalgo, Texas

2018

Introduction

As you know The Rio Grande Valley Walk of Fame at the State Farm Arena was created as part of the 2005 BorderFest "A Salute to the Rio Grande Valley." The City of Hidalgo and Hidalgo's BorderFest Committee created the Rio Grande Valley Walk of Fame at the State Farm Arena. New inductees in the walk will be unveiled during the 2018 Hidalgo's BorderFest. The Rio Grande Valley "Walk of Fame" celebrates the life the achievements, and the significant civic contributions of individuals that have made a difference in the Rio Grande Valley. People from all walks of life are inducted into the Walk. The walk celebrates the life, achievements and significant civic contributions of outstanding men and women to communities in the Rio Grande Valley and South Texas.

Selection Process

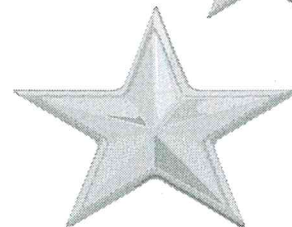
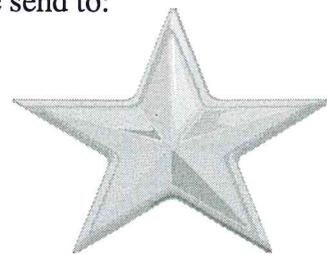
The Rio Grande Valley Walk of Fame Commission will make the final selection for inductions into the Walk. The commission includes key people from the Rio Grande Valley. Representatives from local libraries, arts organizations, media journalists and other citizens with an informed understanding of the Rio Grande Valley cultural heritage will serve on the commission. The previous groups of inductees include one person selected by every City Council in the Rio Grande Valley and one person selected by each Chamber in the Rio Grande Valley each year. In addition, the previous groups also include persons selected by the Hidalgo's BorderFest Committee and the City of Hidalgo. Additional persons will be inducted and recognized during BorderFest each year. Any individual previously nominated into the Walk of Fame cannot be considered for re-nomination. To avoid any duplications attached please find a copy of all the previous inductees. The Rio Grande Valley Walk of Fame is now a local landmark that bears the names of President George W. Bush, Senator Kay Bailey Hutchinson, Governor Rick Perry, Despierta America Host Fernando Arau, Singers Lupita D'Alessio, Laura Flores, Ninel Conde, and multi-Grammy Award winner Ramon Ayala, among many other distinguished persons.

Nomination Criteria

Submit the name, date and place of birth, and a short history or autobiography of the person you wish to nominate. Include the Rio Grande Valley connection, life achievements and a description of his or her contributions to the community.

Anyone may participate in the nomination process. Simply complete the Walk of Fame nomination form, which would include facts and contributions the person has made to the Rio Grande Valley. Please send to:

Rio Grande Valley Walk of Fame Commission
704 East Ramon Ayala Drive
Hidalgo, Texas 78557
(956) 843-2286
(956) 843-2317 Fax
Email address: mcabrera@cityofhidalgo.net
Attention: Maggie Cabrera



Rio Grande Valley Walk of Fame
Nomination Form
2018

Nominee _____ Address _____

City _____ State _____ Zip _____

Phone # (Day) _____ (Evening) _____ (Cell) _____

Business Association / Organization _____ Title _____

E-Mail Address _____

Date of Birth _____ Still Living Yes _____ No _____ Date of Death _____

Born in Rio Grande Valley Yes _____ No _____

Did this person spend most of his/her life in Rio Grande Valley or Texas? Yes _____ No _____
How many years? _____

What contribution has this nominee made to your Community, the Rio Grande Valley or Texas?

What impact has this nominee's work had on the Community, Rio Grande Valley or Texas?

List Nominee's Community or Volunteer Work.

List Nominee’s participation in Civic or Non-Profit Organizations.

List Nominee’s Family Information.

List Nominee’s Professional Organization Affiliations.

Describe how this nominee has gone above and beyond the call of duty in their work for the community.

Are there other indicators of the nominee's achievements not listed previously? (Honors, Memberships, Recognition, Awards, Publications, etc.)

Nominator Organization _____

Contact Person _____ Address _____

City _____ State _____ Zip _____

Phone # (Day) _____ (Evening) _____ (Cell) _____

Business Association / Organization _____ Title _____

E-Mail Address _____

_____ Nominator's Signature	_____ Title	_____ Nominator's Signature	_____ Title
--------------------------------	----------------	--------------------------------	----------------

_____ Nominator's Signature	_____ Title	_____ Nominator's Signature	_____ Title
--------------------------------	----------------	--------------------------------	----------------

_____ Nominator's Signature	_____ Title	_____ Nominator's Signature	_____ Title
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Walk of Fame Inductees

City of Alamo

2017	Andrew "Andy" Espinoza+
2016	Carmen West Cortez
2015	Rick Cano
2014	Odie Carden
2013	Father Arturo F. Escobedo
2012	Irma Chavez
2011	Roel Landa Jr.
2010	Eleazar Escobedo
2009	Ricardo Chavez
2008	Diana Martinez
2007	Victor Perez
2006	Rudy Villarreal
2005	Francisco "907" Sandoval

City of Alton

2017	Roberto Elizondo Jr.
2016	Alejandro Perez
2015	Juan Olivarez
2014	Tommy Thompson+
2013	Emilio Cantu Jr.
2012	San Juanita Zamora +
2011	Carla Garza
2010	Manuel De La Garza +
2009	Transito Vargas
2008	Arturo R. Galvan Jr.
2007	Felipe Gomez

City of Brownsville

2017	Luis Alberto Castillo
2013	Pete Gonzalez
2012	Dr. Rose M. Z. Gowen
2011	Edward C. Camarillo
2010	Ricardo Longoria Jr.
2009	Charles Atkinson
2007	Eddie Trevino Jr.
2006	Blanca S. Vela
2005	Senator Eddie Lucio

Alamo Chamber of Commerce

2017	Father Jose Rene Angel
2016	Richard Wright
2015	John Kautsch
2014	Mark J. Eby
2013	Carrol Moering
2012	Gloria Espinosa
2011	Rolando Espinoza
2010	Bob Acosta
2009	Keith Hackland
2006	Arturo Espinosa
2005	Albert Garcia

Alton Chamber of Commerce

2017	Ricardo Gonzalez
2016	Leandro Garcia
2015	Manuel "Memo" De La Garza
2014	Sylvia Vela
2013	Richard Arevalo
2012	Arturo Galvan Sr.
2011	Calixto Hernandez
2010	Ricardo Garza
2009	Humberto Salinas Sr. +
2008	Salvador Vela

Brownsville Chamber of Commerce

2017	Olga Emilia Gonzalez
2014	S. Mark Roberts
2013	Carl S. Chilton Jr.
2012	John Wood
2011	Father Armand Mathew
2010	Rene Capistran
2009	Maribel M. Baca
2008	Fred W. Rusteberg
2007	Traci Wickett
2006	Reba Cardenas McNair
2005	William Hudson

Donna Tourist Information Center/Donna

Hooks Fletcher Museum

2017 Nobumasa Happy Kitayama +
2016 Donna Hooks Fletcher+
2015 Joe A. Segura
2014 Melinda Sandoval Saucedo
2013 Simon Saucedo
2012 Earl Scott
2011 Viola Jimenez De Reyna
2010 Roberto Lugo
2008 Ricardo V. Rios
2007 Estela Villegas
2006 Adan Hernandez
2005 Hilda R. Adame

City of Donna

2016 Norma G. Garcia
2013 Michael Flores
2012 Filogonio A. Sandoval
2011 Jose Guadalupe Garza +
2010 David S. Simmons
2009 Dr. Celestino Avila
2008 Miles W. Boyce +
2007 Oscar G. Adame
2006 Mr. Isabel Infante +
2005 Pedro L. Ayala +

Delta Area Chamber of Commerce

2005 Los Hermanos Layton

City of Edinburg

2017 Dr. Peter Dabrowski
2016 Judge Toribio "Terry" Palacios
2015 Ramiro Garza Jr.
2014 Dr. Robert Nelsen
2013 Richard H. Garcia
2012 Noe Garza +
2011 Alfonso Rene Ramirez +
2010 Ciro Trevino
2009 Shawn M. Snider
2005 Charlie Rankin

Edinburg Chamber of Commerce

2017 Mukund "Mike" Govind
2016 Letty Gonzalez
2015 Byron Jay Lewis
2014 Johnny Rodriguez
2013 Bob & Janet Vackar
2012 Cris M. Torres
2011 Doug Martin
2010 Lionel Aron Pena Sr.
2009 Cullen R. Looney
2008 Elva Jackson Garza
2007 Robert Gandy III
2006 Alfred Andrew Martin
2005 Lucille De La Garza

City of Elsa

2016 Eliazar "Eli" Rodriguez
2009 Dr. Rene Rodriguez
2008 Arturo C. Trevino

Edcouch, Elsa, La Villa Chamber of Commerce

2010 Frances S. Rocha
2009 Robert Capello Sr.
2008 Mary Pena Moreno
2007 Jose Borrego
2006 Dr. Ricardo R. Gonzalez

City of Granjeno

2017	Mr. & Mrs. Juan and Delia Mendoza
2016	Mr. & Mrs. Eulogio & Ara De Rueda III (Pacho & Ara)
2015	Guadalupe+ & Maria Rendon
2014	Esperanza Avila
2013	Alberto "Maga" Magallan Sr.
2012	Gloria Garza
2011	Manuel Olivarez Sr. +
2010	Maria Isabel Garza
2010	Santos Graciela Garza
2009	Vicente Garza Sr.
2008	Yvette Cabrera Prevot
2007	Manuel Olivarez Jr.
2006	Rafael Garza
2005	Lupita Segura

City of Harlingen

2017	Robert R. Farris
2009	Jim Solis
2007	David E. Allex
2006	Matt E. Gorges
2005	Col. H. William (Bill) Card

Harlingen Chamber of Commerce

2017	Edward Joseph Sokolosky
2016	Mr. & Mrs. Juan & Connie Salas
2010	Ruthie Ewers
2008	Alan Johnson
2007	R.K. (Randy) Whittington
2006	Salomon Maldonado
2005	Frank N. Boggus

City of Hidalgo

2017	Pedro Sanchez Jr.
2017	Noe Aguirre +
2016	Claudia Arredondo
2015	Mayor Martin Cepeda
2015	Javier A. Rodriguez
2014	Pedro Fonseca
2013	Ricardo Ortiz
2012	Siglinde Franz
2011	Eliott & Adelle Bottom
2010	Ester Franz Rodriguez +
2009	Concepcion Franz +
2008	Josefina Fonseca
2007	Mr & Mrs. Paul & + Anita Henderson
2006	Mr. & Mrs. Pedro Cisneros
2006	Olaf Frandsen
2005	Mayor Eduardo C. Vela
2005	Mayor Eduardo Vela +
2005	Mayor J.P. Baker +
2005	Mayor Enedina F. Garza
2005	Mayor Thomas Perez Jr. +
2005	Mayor John David Franz
2005	Joe Vera III

Hidalgo Chamber of Commerce

2015	Crisoforo S. and Maria Del Refugio Vela Sr. +
2015	Ruth Hinojosa
2014	Aurora Mijangos
2013	Joe & Gloria Vera Jr. +
2012	Martin+ & Tina Vazquez
2011	Calvin Bentsen
2010	Ramon Garcia
2009	Henry + & Elsie Kawahata
2008	Jud & Gloria Brady
2007	Mr. & Mrs. Abel & Alicia Longoria +
2006	Dr. Daniel King

City of La Feria

2008 Sunny K. Philip

Linn-San Manuel

2005 Rafael Guerra Sr.

City of La Joya

2017 Julianita Sabala
2016 Anna Lisa Ruiz
2015 Margarita Salinas +
2014 Elizandro De La Rosa
2013 Victorio Salinas Jr.
2013 Roberto Jackson Jr.
2012 Mike Alaniz
2012 Mary A. Salinas
2011 Lee Roy Alaniz
2011 Jose A. "Fito" Salinas
2010 Martha E. Trevino
2010 Gonzalo Gonzalez
2009 Rodolfo "Fito" Farias
2009 Socorro Garza
2008 Alicia Montes
2007 William "Billy" Leo
2007 Dr. Javier Andres Saenz
2006 Mari Gonzalez
2006 Angelica "Angie" Garza
2005 Filomena Leo

City of Los Fresnos

2017 Mary Townsend
2016 Ruby Jean Cheshire+
2015 Manuel Abrego
2014 Antonio R. Lopez Sr. +
2013 Luis Romero+
2012 James A. Keillor
2011 Eduardo "Eddie" Cantu +
2009 F. Feliberto Pereira
2008 Harry H. Whipple +
2007 Carmen Silva

Los Fresnos Chamber of Commerce

2013 Mark W. Milum
2012 Gene Daniels
2011 Mercedes Vicinaiz Cantu
2010 Don R. badeaux Sr.
2008 Antonio Rivas
2007 Erwin W. Scott Jr. "Scottie"+
2006 Dora Romero +

City of McAllen

2017 Dr. Carlos J. Cardenas M.D.
2017 Dr. Jose (Joey) Cazares Jr. DDS
2015 Phyllis Griggs
2014 Richard F. Cortez
2013 Veronica Gonzalez
2012 Elva M. Cerda
2011 Alida Salinas Hernandez+
2010 Representative Roberto Gutierrez Sr.
2009 Dr. Lauro Guerra
2008 Lucile Hendricks+
2007 Mr. Jan M. Klinck
2005 Othal Brand Sr.+
2007 Mr. Jan M. Klinck

City of Mercedes

2011 Ricardo Garcia
2008 Joel Quintanilla
2005 Liborio Hinojosa

City of Mission

2017 Pete Jaramillo
2016 Amancio Chapa Jr.
2015 Wm. Carl Davis
2014 Richard Hernandez
2013 James Joseph Schroeder+
2012 Ricardo Martinez
2011 Ricardo A. Perez
2010 Tomas Tijerina
2009 Father Roy Snipes OMI
2008 Pat Townsend Jr.
2007 Jo Beth (J.B.) Townsend
2006 June K. Brann +
2005 Leonel "Leo" Pena +

McAllen Chamber of Commerce

2017 Senator Juan J. "Chuy" Hinojosa
2017 Annie Holand Miller
2016 Sister Norma Pimentel
2015 Gary Gurwitz
2014 Frank S. Plummer
2013 Ruben R. Cardenas
2012 Frank Birkhead
2011 Paul Moxley
2010 Dora Brown
2009 Kirk Clark
2008 Robert L. Lozano
2007 Rick D. Guerra
2006 Tony Aguirre
2005 Leo Montalvo

Mercedes Chamber of Commerce

2007 Congressman Ruben Hinojosa
2005 Frances R. Cooper

Mission Chamber of Commerce

2017 Deborah Cordova
2016 Gen Long
2015 Beatriz Ramirez Esqueda
2014 Beatriz Tijerina
2013 Sandra Vecchio
2012 Sylvia Wolf
2011 Julio Cerda
2010 Yvonne Salinas
2009 Ruben Dario Plata
2008 Joseph (Joe) Roseland
2007 Norberto "Beto" Salinas
2006 Ben A. Cavazos
2005 Linda Z. Castaneda

City of Palmhurst

2017 Dr. Bruce Gray D.V.M.
2017 Campbell A. Patton
2016 Darrell Davis
2016 Gary Wilson Toothaker
2015 Jackie Field
2015 Roy "Bear" Barrera
2014 Lazaro "Larry" Gallardo Jr.
2014 Richard Trevino Jr.
2013 Mark Richards
2013 Ruben De Leon
2012 Robert A. Salinas
2012 Irma Garcia
2011 Jose E. Garza
2010 Alicia C. Sandoval +
2010 Maria G. Leal
2008 Will Klement
2007 Elton Key +
2006 Ramiro J. Rodriguez Jr.

City of Palmview

2017 Jose Rolando Pena
2016 Joel Garcia Jr.
2015 Ramiro Vela
2014 Eraclio Villarreal +
2013 Alfredo Rodriguez
2012 Noe Ruben Munoz
2011 Aida Rivas
2008 Graciela S. Flores
2007 Irene M. Garcia
2006 Gerardo "Jerry" Perez

Palmview Chamber of Commerce

2017 Homer Tijerina
2016 Linda Ruiz Sarabia
2015 Leo James Leo Jr.
2014 Joel Garcia
2013 Leonel Julian Lopez

City of Penitas

2017 Baldomero Loya+
2017 Arturo Garza Jr. +
2016 Blas M. Loya Sr. +
2014 Marcos L. Ochoa
2014 Cecilio Garza Jr.
2013 Servando Ramirez
2013 Armando Garza
2012 Jerry Bell
2012 Roberto Cardenas Jr.
2011 Jose Roel Cardenas
2011 Efren Garza
2010 Vidal G. Loya +
2005 Dr. Mauro L. Reyna Jr.

City of Pharr

2017 Roberto "Bobby" Carrillo
2016 Ambrosio Hernandez
2015 Oscar Elizondo Jr.
2014 Eduardo Cantu
2013 Fred Sandoval
2012 Adan Farias
2011 Leopoldo "Leo" Palacios
2010 Cris S. Vela
2009 Elva I. Michal
2005 A.C. "Beto" Jaime

Pharr Chamber of Commerce

2012 Gary Lewis Rodriguez
2011 Gene & Gracie Williams
2010 Quentin Newcomb Jr.
2007 Anna Mae Kelly
2006 Quentin Newcomb
2005 Dr. Tully Mayer

City of Port Isabel

2017 Juan Jose (JJ) Zamora Sr.
2016 Leo F. "Speck" Sanders
2012 Scott Friedman
2011 Benito Ochoa III
2010 Donald Raymond Guillot
2009 Juan Castillo
2005 Eliseo Vega +

City of Progresso Lakes

2007 John Trainor Evans
2006 Sam Sparks
2005 William C. Cain

Port Mansfield Chamber of Commerce

2009 Betty Glaze

City of Raymondville

2017 Uvaldo Zamora
2016 Brenda Guerrero
2015 Dr. George Cantu
2013 Eleazar Garcia Jr.
2012 Hector Ramirez
2011 Paul E. Whitworth
2010 Father Richard MacDonald, SCJ
2009 SSG Hector Leija +
2008 Albert Tijerina +
2007 Ezequiel A. (Zeke) Martinez
2006 Anna Gause Smith (Mrs. Gene)
2005 Katheryn Hanshaw

Raymondville Chamber of Commerce

2017 Yvonne S. "Bonnie" Brown
2016 Sheriff Larry Spence
2015 Armando Duarte Rios
2014 Cissie Watson
2013 Albert Marshall Pickard
2012 Mary Casillas
2011 Virginia Torres
2010 Elma Chavez
2009 Frank Torres
2008 Mary Gutierrez
2007 Viola Franks
2006 Winifred Raymond Wetegrove
2005 Glenn Harding

City of Roma

2005 Arnulfo Guerra +

City of Rio Grande City

2017 Eduardo "Eddie" Dougherty+
2016 Antonio Falcon MD
2015 Ruben Klein
2014 James Edwin Peterson+
2013 Roel A. Gonzalez
2012 Ruben D. Saenz
2011 Basilio D. Villarreal Jr.
2010 Representative Ryan Guillen
2009 Albert Barrera
2008 Mayor Basilio Villarreal Sr. +
2006 Ernestina C. Trevino
2006 Baldemar Garza
2005 Sam Vale

Rio Grande City Chamber of Commerce

2017 Noel P. Benavides
2017 Javier D. Margo
2016 Rodolfo Carlos "R.C." Salinas
2015 Rose Benavidez
2014 Kenny Anderson +
2013 Rosa E. Gonzalez
2012 Ruben O. Villarreal
2010 U. David Gonzalez
2009 Ruben Saenz
2007 Manuel Benavidez Jr.
2005 Judge Ricardo Hinojosa

Rio Grande Valley Partnership Chamber of Commerce

2017 M. Allen Shields III
2016 David Garza
2015 Julio Reyes
2014 John D. Bradford
2013 Sergio Contreras
2012 Obidio C. "Billy" Canales
2011 H. William "Bill" Card III
2009 Representative Armando Martinez

City of San Benito

2017 Esteban M. Rodriguez
2016 Lionel C. Betancourt
2015 Antonio Puentes Gonzales
2014 Martha Ann McClain
2013 Charlie & Bertha Wilson
2012 Victor Garza
2011 Manuel Lara
2010 Lupita Passement
2009 Joe Hodges Hernandez
2008 Mark Moody
2007 San Benito Montalvo +
2005 Cesar Gonzalez

San Benito Chamber of Commerce

2017 Judge Guadalupe Ayala +
2016 Paco Betancourt+
2015 Celeste Zepeda Sanchez
2014 Dulce Maria America Madrigal
2010 Hector Jalomo
2005 Freddy Fender +

City of Santa Rosa

2005 Pedro Garza

City of San Juan

2017 Luis Ramos Jr.
2016 Tomas Cruz
2015 Pedro Sanchez
2014 Octaviano "Tony" Gonzalez
2013 CWO-2 Jose Luis Montenegro Jr.+
2012 Rick Diaz
2011 Roberto F. Loreda
2010 Commission Hector "Tito" & Bertha Palacios
2009 Juan Pedro Contreras
2008 Roel Garza
2007 Raul Yzaguirre
2006 Arnoldo Cantu Sr.
2005 Jorge Arcuate

San Juan Chamber of Commerce

2010 Leon & Velma Sue De Leon
2007 Estela Salazar
2006 James C. Shawn
2005 Eleazar Romero

Town of South Padre Island

2017 Courtney Hayden
2016 Sam A. Listi
2015 Madeleine Sandefur
2014 Robert Guy Blatnik
2013 Shane Wilson
2012 Robert Nixon
2011 Leslie Ruth Blasing
2010 Paul Y. Cunningham Jr.
2009 Peggy Trahan
2008 Lucinda "Sandy Feet" Wierenga
2007 Minnie Solomonson +
2006 John L. Tompkins +
2005 Ila Loetscher +

South Padre Island Chamber of Commerce

2017 James H. Parker
2016 Joseph M. (Mickey) Furcron
2015 JoAnn Evans
2014 Gary E. Meschi
2013 Bill Donahue
2012 Lynne Tate
2011 David Friedman
2010 Dan Stanton
2009 Darrell Mangham
2008 Jake Falgout
2007 Robert N. Pinkerton Jr.
2006 Richard Franke
2005 Troy W. Giles

City of Sullivan City

2009 Rosendo "Cheno" Benavides +
2007 Guillermina "Ginger" Villarreal
2006 Reynaldo Ruiz
2005 Gumaro "Maro" Flores

City of Weslaco

2017 Howdy Smith
2016 Pablo G. Pena
2015 Blanca Munoz
2014 Soyla Gonzalez
2013 Charles & Christine Warren
2012 Eloy R. Alaniz
2011 Robert A. McAllen
2010 Eugene Richard Vaughn Jr.
2009 Dr. Robert Sepulveda
2008 Mayor Hector "Buddy" de la Rosa
2007 Dr. Benigno (Ben) Villalon
2006 Isaac D. Rodriguez
2005 Joe V. Sanchez

Weslaco Chamber of Commerce

2017 Randy Summers
2015 Glenn + & Margret Housley
2014 Bob Davis
2013 Ramon "Monse" Montalvo
2012 Margaret Looney McAllen
2011 Noble C. Allen
2010 Robert W. Vanderveer
2009 Patti Dittburner
2008 Ruben Cardenas
2007 Fred McCaleb
2006 Dr. Armando Cuellar +
2005 Gene A. Braught +

United States Ambassadors of International Goodwill

2016 Luis Coronel
2015 Raul Gonzalez
2014 Adamari Lopez
2014 Lupillo Rivera
2013 Dra. Ana Maria Polo
2012 Diana Reyes
2011 Lazaro G. Megret
2010 Maria Antonietta Collins
2009 Raul De Molina "El Gordo"
2008 Yolanda De La Cruz
2007 Raul Gonzalez
2006 Raul Brindis
2005 Joe Morales
2004 Fernando Arau
2003 Alberto Kreimerman
2002 Tony De La Rosa
2001 Intocable
2000 Ana Maria Canseco
1999 Freddy Martinez
1998 Roberto Pulido
1997 Carlos Guzman
1996 Hugo De La Cruz
1995 Rogelio Botello Rios
1994 Johnny Canales
1993 Nano Ramirez
1992 Othal Brand Jr.

Mexico Ambassadors of International Goodwill

2017	Sebastian Rulli
2016	Rafael Amaya
2015	Joel Cano
2014	Jorge Salinas
2013	Mariachi Vargas de Tecalitlan
2012	Gabriel Soto
2011	Beatriz Adriana
2010	El Comediante – Teo Gonzalez
2009	Gilberto Gless
2008	Sergio Sendel
2007	Sergio Goyri
2006	Ninel Conde
2006	Eric Del Castillo
2005	Bronco El Gigante De America
2004	Pablo Montero
2003	Laura Flores
2002	Alicia Villarreal y Limite
2001	Veronica Castro
2000	Lupita D'Alesio
1999	Maribel Guardia
1998	Laura Leon
1997	Martin Urieta
1996	Carlos Cuevas
1995	Jorge Vargas
1994	Lucila Mariscal "Dona Lencha"
1993	Angeles Ochoa
1992	Queta Jimenez "La Prieta Linda"
1991	Ramon Ayala y Los Bravos
1990	Rosenda Bernal
1989	Maria De Lourdes
1988	Arianna
1987	Prisma
1986	Aida Cuevas
1985	Francisco "Charro" Avitia

Border Texan of the Year

2014	Chief Judge Ricardo H. Hinojosa
2013	Sam L. Susser
2012	Senator Juan J. "Chuy" Hinojosa
2011	Lt. Gov. David Dewhurst
2010	Frank N. Boggus
2009	Mayor John David Franz
2008	Lt. Gen. (Ret.) Ricardo Sanchez
2007	Dr. Shirley Reed
2006	Michael Allen
2005	Senator John Cornyn
2004	Joe La Mantia Jr.
2003	Tony Garza
2002	Senator Phil Gramm
2001	Governor Rick Perry
2000	Senator Kay Bailey Hutchinson
1999	Charles C. Butt
1998	Governor George W. Bush
1997	Lt. Governor Bob Bullock +
1996	Wayne W. Showers
1995	Dr. Mario Ramirez
1994	Lloyd M. Bentsen +
1993	Dr. Miguel Nervarez
1992	Congressman Enrique "Kika" De La Garza
1991	Morris Atlas
1990	Glen E. Roney
1989	Celia Hare Martin +

Federal and State Leaders

2012	Francisco "Paco" Valentin Jr.
2007	Senator Juan "Chuy" Hinojosa
2006	Bill Summers +
2005	Bryan Daniels
2005	Pedro Garza
2005	Amadeo Saenz

Outstanding Community Supporters

2007	Charles Chuck Snyder
2006	Bob Roux
2006	Dr. Robert + & Mrs. Vi Norton
2005	Representative Ismael "Kino" Flores

Outstanding Entertainers

2014 George Strait
2012 Estudiantina Guadalupeana Cesar Cervantes
2012 Charo
2011 Bill & Helen Dillard +
2011 Rene Sandoval
2011 Tina Compean
2010 Edwin M. Bigsby +
2010 Roland Garcia
2006 Joseph "German Joe" Sakulenzki
2006 Doria Avila +
2005 Myron Floren
2005 Jimmy Gonzalez y Grupo Mazz
2005 Wiley Hutchinson

At Large Inductee

2017 Edward Blaha
2016 Dr. Miguel De Los Santos
2015 Larry Wingert
2015 Martha Noell
2014 Roy and Victoria Lepovitz
2014 Luis Lauro Moreno Rodriguez
2014 Most Reverend Leo Francis Daniel
2014 R. David Guerra
2014 Eloy Vera
2013 Rev. Msgr. Juan Nicolau
2013 Consul Erasmo Martinez
2013 Senior Pastor Aaron De La Torre
2012 United Way Hero Jenise Diaz
2012 Judy Anderson
2012 Jim Deuser
2009 Dr. Bert D. Levine +

Mr. Internacional

2015 Juan Pablo Llano

Mrs. Internacional

2015 Elizabeth Robaina

BorderFest Association

2015 Raul Mijangos
2015 Kay Wolf

IFEA Volunteer of the Year

2015 Mary Bernarski



Standardized Agenda Request Form

Date of Meeting: December 5, 2017		Agenda Item No. (to be assigned by CSO): 2017-1382	
From:			
Subject: Discussion and consideration to approve Ordinance 2017-53 authorizing a budget amendment as appropriate in amount of \$17,167.11 to purchase Water Rescue Dry Suits awarded under a Homeland Security Grant and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background: Grant was for \$17,167.11 to purchase Water Rescue Dry suits for the Weslaco Fire Department Special Operations Division. Grant deadline is March 2018 and must be spent and equipment delivered by that date. Grant was approved and awarded after annual budget closed, WFD requesting a budget amendment to reflect purchase and with a 100% reimbursement to the City of Weslaco following purchase of equipment from the State of Texas. Lowest bid was \$17,576 for 13 dry suits. Fire Department will be cover anything over the awarded grant cost from current budget.			
Funding Source (budget code, if applicable): 01-400-2000 Intergovernmental Revenue			
Amount: \$17,167.00		Term of Impact: 2017-2018	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature 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):			
Antonio Lopez		Created/Initiated	
Antonio Lopez		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approve.			
Attachments, if any:			

Homeland Security Grant Water Rescue Dry Suits, Budget Amendment, Budget amend-Revenue, Ordinance 2017-53
Responsibilities upon Approval:



CITY OF WESLACO - PURCHASING QUOTATIONS



Requisition # _____

Dept. Fire

Date: 10/30/2017

Person Submitting: RAY MARROQUIN

Product Description Brand/Model: Mustang Survival Sentinel Series - Drysuit (13)

1. Company: The Fire Store HUB (Y/N) Date: 10/11/2017

Phone No. (800) 852-6088 Time: —

Person Called: Core T

Price: \$ 17,576.00 Discount (if any) — Total: \$ 17,576.00

Availability & Terms: _____

2. Company: Rescue Source HUB (Y/N) Date: 10/10/2017

Phone No. (800) 457-3728 Time: 1519

Person Called: Katie

Price: \$ 17,754.75 Discount (if any) _____ Total: \$ 17,754.75

Availability & Terms: _____

3. Company: Rescue Technology HUB (Y/N) Date: 10/12/2017

Phone No. (800) 334-3368 Time: 1819

Person Called: Valarie App

Price: \$ 23,374.75 Discount (if any) _____ Total: \$ 23,374.75

Availability & Terms: _____

Person Obtaining Quote: RAY MARROQUIN

Company Selected (circle)

1 2 3

Remarks: _____

**** INSURANCE REQUIREMENTS ****

Companies or Contractors performing work on City of Weslaco Property must provide proof of Insurance to conform to the following provisions and amounts:

> Worker's Compensation	Statutory Limit
> Comprehensive General / Liability Occurrence	\$1,000,000
> Bodily Injury & Property / Damage aggregate	\$1,000,000
> Comprehensive auto	\$1,000,000

**** CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPLE PLACE OF BUSINESS ****

> A business in the City of Weslaco is considered a "Local Vendor" and if a bid or quote is within 5% of other non local vendors, the City may make the purchase with the Local Vendor (271.9051).

**** COMPETITIVE BIDDING IN RELATION TO - HUB - Historically Underutilized Businesses ****

> Purchases of more than \$3,000.00 but less than \$50,000.00 the City of Weslaco has to contact at least two HUB's within the county of Hidalgo based on State Comptrollers Office (252.0215).

<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

Please contact Purchasing Division for any assistance at 956-447-2240

**Witmer Public Safety Group**

104 Independence Way
Coatesville, PA 19320

Phone: (800) 852-6088
Fax: (888) 335-9800

Quote ID: 314454
Date: 10/11/2017
Sales Person: CORA T

Proposal To:

City of Weslaco Fire Dept.
119 East 5th Street
Attn: Capt. Ray Marroquin
Weslaco, TX 78596-6158
Phone: (956) 968-3181
Fax: (956) 968-9164

Proposal ID 314454
Date 10/11/2017
Sales Person CORA T

Quantity	Item ID	Description	Unit	Amount
MUSTANG DRY SUITS				
13.00	MUS-MSD624-M-R	Mustang Survival Sentinel Series, Water Rescue Dry Suit w/ Adjustable Neck Seal, Yellow/ Black	1,352.00	17,576.00
		SIZES: PLEASE SPECIFY LENGTH: PLEASE SPECIFY		
		** ADD \$139.00 each for Size 3X-Large Long **		
	FREIGHT	Shipping & Handling Free For Quantity of 13		
*** To accept this quote into a sales order, sign and return this document via fax to 888-335-9800. You may also email your acceptance to quotes@WPSGInc.com. Product prices shall remain firm for 30 days barring any manufacturer price increases. Freight pricing may change without notice. Free Freight/Shipping promotions cannot be applied to this purchase. Please note sizes, colors and shipping address before sending your order. *** *** Custom information (shields, badges, plates etc) should be faxed or emailed with your acceptance, if this information has not been provided during your initial quote request. If you have any questions regarding this quote, call 800-852-6088 or email quotes@wpsginc.com. Shipping & Handling does not include any lift gate charges, inside delivery, pallet/crate/skid fees and etc. if required by the freight company. These fees will be your responsibility. Canadian customers: Orders shipped into Canada will only be shipped via the customer's freight account which must be provided before placing an order. WPSG does not export; therefore if the requested shipping address is to a domestic freight forwarder, the customer is responsible for filling out any forms related to exporting. We will not contact your freight forwarder to relay any information. ***				

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Proposal is valid until November 10, 2017

Signature _____

Date _____

Subtotal 17,576.00

Tax 0.00

Total 17,576.00



OfficerStore



theEMSstore



**GIDEON
TACTICAL**

Estimate

10/10/2017

Calwen Inc dba Rescue Source

Rescue Source
PO Box 1050
Wilton, CA 95693

118326



Bill To:

CITY OF WESLACO
ACCOUNTING DEPT
255 SOUTH KANSAS AVENUE
WESLACO, TX 78596

Customer: CITY OF WESLACO

Ship To:

CITY OF WESLACO
1909 JOE STEPHENS AVE
WESLACO, TX 78596

Contact: RAY MARROQUIN

Notes

ray.marroquin@weslacotx.gov
PRICES GOOD FOR 60 DAYS
FREE FREIGHT OF QUANTITIES OF 6 OR MORE SUITS ONLY

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
KATIE	NET 30	Origin	UPS Ground		10/10/2017

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	DS8026RL1 - SENTINEL WATER RESCUE DRY SUIT (REGULAR) -L1	\$ 1,365.75	13 ea	\$ 17,754.75

Subtotal:	\$ 17,754.75
Sales Tax:	\$ 0.00
Total:	\$ 17,754.75

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

RESCUE TECHNOLOGY

251 Beulah Church Road

Carrollton, Georgia 30117-1465 U.S.A.

800-334-3368

770-832-9694

770-832-1676 FAX

Page 1 of 1

NOTICE

Quotation Valid for 30 Days. Please note the Quotation Number on your Purchase Order. Prices are based upon quantities requested.

QUOTATION

ATTN: Ray

Name: Westlaco Fire dept

Address:

TX 78596-

ray.marroquin@weslacotx.gov

Fax:

Phone:

Quote Number 18612

Quote Prepared By Valarie Arp

Date 10/12/2017

RFQ number

Terms:

To be determine

Notes:

Ship Via:

Best way

FOB*:

Carrollton, GA

Ship Date:

Line

No. Stock Number

Stock Description

QTY

Unit Price

Extended Price

Code**

Catalog Page#

Product Specifications

1.00	204904624342	Sentinal Rescue Suit, Adj Neck, L1 (YE/BK)	13	1,790.750	\$23,279.75	999	MSD624
2.00	Shipest	Estimated Shipping Charge	1	95.000	\$95.00	999	

*If freight allowance is quoted, any change in the listed quantities may invalidate the allowance.

** If code is "A", we are quoting an alternate item that meets, exceeds, or has similar specifications to the item requested. It is the responsibility of the purchaser to insure that the products meet the product requirements. If order is placed, the customer acknowledges that the products have been accepted as meeting the required specifications.

Total (US Dollars):

\$23,374.75

Approval:

Date:

10/12/2017 6:19:14 PM



BUDGET AMENDMENT #

(Round up all amounts to the nearest dollar)

CC - Budget amendment 1st reading 12/05/17
2nd reading xx/xx/xx

Date _____

Date

Date _____

ORDINANCE 2017-53

AN ORDINANCE AMENDING ORDINANCE NUMBER 2017-37, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, 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 2017-2018 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 2017-2018 Official Budget, adopted by Ordinance 2017-37, 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 5th day of December 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**



Standardized Agenda Request Form

Date of Meeting: December 5, 2017		Agenda Item No. (to be assigned by CSO): 2017-1383	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to approve the reconstruction of railroad crossing at the intersection of U.S. Business Highway 83 and Utah Avenue and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: During the budget cycle for Fiscal Year 2018, the railroad crossing at Utah Avenue was identified. Rio Valley Switching should provide an estimate to proceed with the reconstruction of this crossing prior to meeting. Railroad track includes two crossings. Possible budget amendment.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Budget Amendment			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Mardoqueo Hinojosa		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will proceed with notification to Rio Valley Switching Company for execution of documents.			



Standardized Agenda Request Form

Date of Meeting: December 5, 2017		Agenda Item No. (to be assigned by CSO): 2017-1389	
From: Arnold Becho			
Subject: Discussion and consideration to approve an Interlocal with Weslaco Independent School District (WISD) for the creation, management and maintenance of a Cafe in the Mayor Joe V Sanchez Public Library. Possible action. (Staffed by Library.)			
Background: WISD approached the Library several weeks back to propose a partnership that would establish a cafe within the library. The cafe would be used as an educational tool for students within the culinary education department. A more detailed description of Interlocal responsibilities may be found within that document but to summarize: • WISD will supply personnel, supplies, equipment, and remodeling if necessary. • WISD will handle transactions and bookkeeping, and will retain revenue from the operation. • WISD will observe all applicable regulations. Including, but not limited to, food handling regulations. • The City will provide the space rent free. The space in question is designated within the Interlocal. • The City will provide utilities and janitorial services. • The City, through library administration, will provide some managerial assistance. In the past the Library has expressed concerns with possible financial loss due to the performance of Library Cafes in the region. This proposal allows the Library to mitigate financial risk while providing a service to its customers and at the same time affording a productive educational experience to local youths.			
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.			

Aida Vega	Created/Initiated
Arnold Becho	Approved
David Arce	Approved
Joe Pedraza	Approved
Mike Perez	Final Approval
City Manager Comments: Approved.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: Memo - Request to approve Cafe Interlocal with WISD, Interlocal with WISD for Library Cafe	
Responsibilities upon Approval: The Interlocal is still under review by WISD so we will need to monitor developments on that end. The Library will need to clear up the space necessary for the Cafe. The Library will need to execute the responsibilities detailed within the Interlocal.	

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

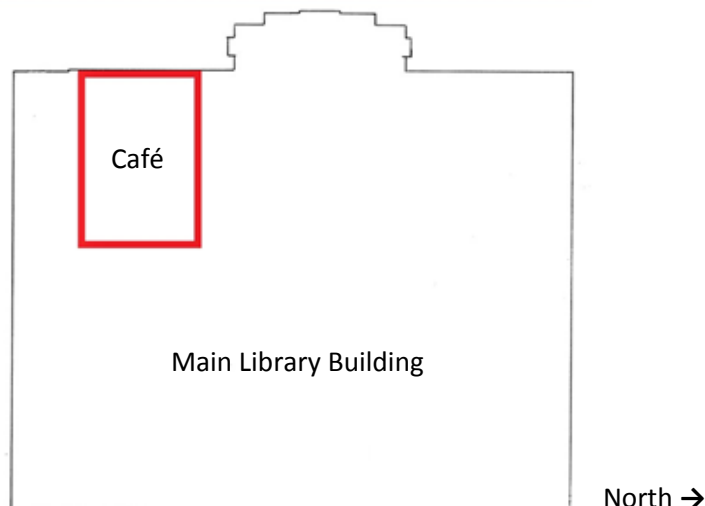
November 28, 2017

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Jose Rodriguez, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner
CC: Martin J. Mata, Mardoqueo Hinojosa, Mary Barrera, Joe Pedraza
Fr: Arnoldo Becho, Library Director
Re: Request to approve an Interlocal Agreement with WISD to establish a Library Café

WISD approached the Library several weeks back to propose a partnership that would establish a café within the library. The café would be used as an educational tool for students within the culinary education department of WISD.

A more detailed description of Interlocal responsibilities may be found within the Interlocal Agreement but to summarize:

- WISD will supply personnel, supplies, equipment, and remodeling if necessary.
- WISD will handle transactions and bookkeeping, and will retain revenue from the operation.
- WISD will observe all applicable regulations. Including, but not limited to, food handling regulations.
- The City, through library administration, will provide some managerial assistance.
- The City will provide utilities and janitorial services.
- The City will provide the space rent free. See below.



In the past, the Library has expressed concerns with possible financial loss due to the performance of Library Cafés in the region. The large majority of cafés established by libraries do not produce enough revenue to offset cost. This proposal allows the Library to mitigate financial risk while providing a service to its customers. At the same time, the program affords WISD students a productive educational experience. The library strongly supports approval.

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



"The City on the Grow"

INTERLOCAL AGREEMENT
City of Weslaco and Weslaco Independent School District
Lit for Literacy Café

This Agreement is made on this _____ day of _____, 2017, by and between **Weslaco Independent School District** (hereinafter “WISD”) and the **City of Weslaco, Texas** (hereinafter “City” or “the City”). The parties are authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791 to enter into cooperative agreements with other local government entities of the State of Texas for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs.

The facility that is the subject of this Agreement is the Mayor Joe V. Sanchez Public Library, which is part of the City’s Public Library System, located at 525 S. Kansas Ave. in Weslaco, Texas. The purpose of this Agreement is to provide the terms and conditions for the use of the Facility by WISD for creation, management, and maintenance of a Café within the Library Building.

The parties have determined that this Agreement is in the best and public interest of the parties and their respective constituents.

I. Terms of Use

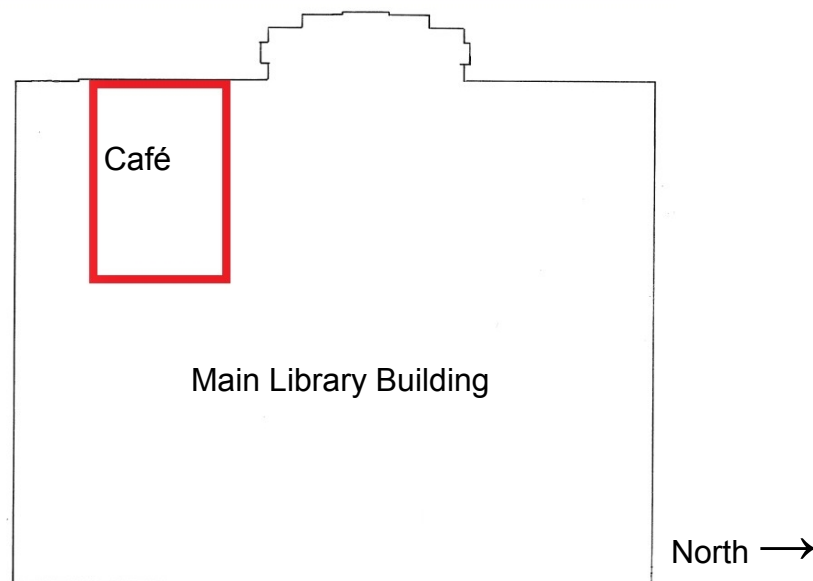
Beginning January 2018, the parties agree as follow:

1.1 WISD will supply Café equipment, supplies and personnel necessary for operation of the Café. WISD will provide insurance coverage with respect to the extent necessitated by their responsibilities outlined in this agreement. WISD, with input from library staff, will also set operating days and times for the Café. WISD will handle bookkeeping duties, transactions, and may be asked to produce financial reports from time to time. WISD will retain any revenue produced through the operation of the Café. If remodeling of the facility is necessary or desirable, WISD must first seek approval from the City. The cost of this remodel will be the responsibility of WISD. WISD will abide by all applicable laws and observe proper food handling and safety regulations. WISD will have the right to terminate this agreement with 30-day notice.

The permit holder WISD (Fee Waived) shall be the person in charge or shall designate a person in charge and shall ensure that a person in charge is present at the food establishment during all hours of operation. Based on the risks inherent to the food operation, during inspections and upon request the person in charge shall demonstrate to the regulatory authority knowledge of foodborne disease prevention, application of the Hazard Analysis Critical Control Point principles, and the requirements of the Texas Food Establishment Rules. The person in charge shall demonstrate this knowledge by being a certified food protection manager who has shown proficiency of required information through passing a test that is part of an Accredited Program or responding correctly to the inspector's questions as they relate to the specific food operation. The areas of knowledge include describing the relationship between the prevention of foodborne disease and the personal hygiene of a food employee, explaining the responsibility of the person in charge for preventing the transmission of foodborne disease by a food employee who has a disease or medical condition that may cause foodborne disease. Describing and explaining the significance of the

relationship between maintaining the time and temperature of time/temperature control for safety (TCS) Food and the prevention of foodborne illness.

1.2 The City will provide space within the library building for the Café. The location has been agreed upon with WISD staff and is designated below. No rent will be charged for use of the area.



The City will provide utilities and janitorial services for the Café. The City, through library administration, may assist in specified management tasks if agreed upon in writing (including email) by both parties. Personnel of the Café is not City Staff but City Staff may assist in provision of agreed upon managerial duties if agreed upon in writing (including email) by both parties. The City will provide insurance coverage with respect to the extent necessitated by their responsibilities outlined in this agreement. The City will have the right to terminate this agreement with 30-day notice.

1.3 Upon termination of this agreement, it will be the responsibility of WISD to remove all supplies and equipment, unless retention of the materials in question is

agreed upon by both parties in writing (including email). The term of this Agreement shall commence from the first day of January 2017 and shall continue until terminated, through written notice, by either party.

1.4 Personnel of WISD shall not be entitled to any of the benefits of an employee of the City, and personnel of the City shall not be entitled to any of the benefits of an employee of WISD.

II. General Provisions

2.1 Nondiscrimination. None of the parties shall discriminate against any person on the basis of race, religion, gender, creed, or national origin.

2.2 Independent Contractor/No Partnership Created. Nothing contained in this agreement shall be deemed or construed by any party hereto or by any third party as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither any provision herein nor any acts of the parties shall create any relationship between the parties other than that of independent contractors.

2.3 Sovereign Immunity. It is expressly understood and agreed that, in the execution of the agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

2.4 Amendment. The Parties to this agreement acknowledge that it may be necessary to amend and/or modify this agreement from time to time in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

2.5 Governance. This agreement will be governed by state and federal laws and in conformity with school district policies.

2.6 Texas Law To Apply. This agreement 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.

2.7 Mutual Indemnification. To the extent allowed by law, the City will and does hereby agree to indemnify, protect, defend with counsel approved by the Weslaco ISD, and hold harmless Weslaco ISD and their respective elected officials, employees, representatives and agents (collectively "Weslaco ISD Indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "Weslaco ISD Claims") by any person or entity, arising out of, caused by, or resulting from the City's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of the City, anyone directly employed by the City or anyone for whose acts the City may be liable. The provisions of this section will not be construed to eliminate or reduce any other

indemnification or right which any Weslaco ISD Indemnatee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, Weslaco ISD will and does hereby agree to indemnify, protect, defend with counsel approved by the City, and hold harmless the City and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "City Indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "City Claims") by any person or entity, arising out of, caused by, or resulting from Weslaco ISD's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Weslaco ISD employees, anyone directly employed by the Weslaco ISD or anyone for whose acts the Weslaco ISD may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any City Indemnatee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

AGREED:

Erasmo Lopez,

WISD Board President

319 West Fourth Street

Weslaco TX 78596

(Date)

David Suarez

Mayor of the City of Weslaco, Texas

255 South Kansas Avenue

Weslaco TX 78596

(Date)



Standardized Agenda Request Form

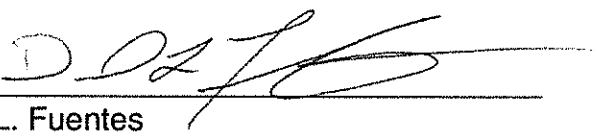
Date of Meeting: December 5, 2017		Agenda Item No. (to be assigned by CSO): 2017-1407	
From:			
Subject: Discussion and consideration to approve an asset transfer to Hidalgo County Precinct One. Possible action. (Staffed by Public Works.)			
Background: Hidalgo County Precinct 1 would like to propose that the City of Weslaco donate to Hidalgo County Precinct 1 certain City of Weslaco non-working equipment being a certain Street Sealer and a Pneumatic Roller. Precinct 1 is willing to accept the donation.			
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 Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approve in consideration of credit applied as the local contribution for the Mile 10 Road Improvement or other common Project.			
Staff Recommendation:			
Attachments, if any: Precinct 1 transfer			
Responsibilities upon Approval:			



DAVID L. FUENTES
HIDALGO COUNTY COMMISSIONER PCT. 1
1902 JOE STEPHENS AVE. STE 101
WESLACO, TEXAS 78599
Office: (956) 968-8733 • Fax (956) 969-1417

City of Weslaco,

Hidalgo County Precinct 1 would like to propose that the City of Weslaco donate to Hidalgo County Precinct 1 certain City of Weslaco non-working equipment being a certain Street Sealer and a Pneumatic Roller. Precinct 1 is willing to accept the donation and after evaluation of the cost of refurbishing said equipment possibly repair such equipment. If Hidalgo County Precinct 1 can repair these machines at a cost acceptable to Hidalgo County Precinct 1, such equipment, if repairable, can be used in numerous projects throughout the precinct, including projects with the City of Weslaco. We look forward to our continued partnership in improving our community.



David L. Fuentes
Hidalgo County Precinct 1 Commissioner

INTERLOCAL AGREEMENT
City of Weslaco and City of Donna
Sale of Potable Water

This Agreement is made on this _____ day of _____, 2017, by and between **City of Donna, Texas** (hereinafter “Donna”) and the **City of Weslaco, Texas** (hereinafter “Weslaco”). The parties are authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791 to enter into cooperative agreements with other local government entities of the State of Texas for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs.

By the Sale of Potable Water that is the subject of this Agreement, Weslaco will sell potable water to Donna, which is part of the Weslaco’s water system. Donna will connect to Weslaco’s water distribution system located on the corner of Milano Road and Business 83 in Weslaco, Texas. The purpose of this Agreement is to provide the terms and conditions for the use of the Sale of Water for the use by Donna.

The parties have determined that this Agreement is in the best and public interest of the parties and their respective constituents.

I. Terms of Use

Beginning January 2018, the parties agree as follows:

1.1 Weslaco agrees to sell to Donna Potable Water and Donna agrees to sell to Weslaco Potable Water at a price of \$1.70 per thousand gallons as metered at the connection at the Milano Tower.

1.2 Weslaco will be responsible for the purchase and installation of the water meter.

1.3 Weslaco will acquire any Right-of-Way required for Donna to install their water line that is within Weslaco’s Extraterritorial Jurisdiction and/or City limits.

1.4 The term of the agreement will be for 15 years with two 5-year extensions upon the agreement of both parties.

1.5 Parties will discuss the cost of Sale of Water every 5 years, if no discussions are held or if no agreement can be reached Weslaco can increase fee by 3% after each 5-year period.

1.6 Weslaco will bill Donna for water purchased from Weslaco monthly.

1.7 Donna will pay \$1.70 per thousand gallons.

1.8 Donna will extend the water line to Weslaco to connect to Weslaco's Distribution system at Milano Water Tower located on the corner of Milano Road and Business 83.

1.9 The water line will be Donna's responsibility for maintenance and repairs.

2.0 Weslaco must give Donna a minimum of four (4) months' notice when Milano Tower will be repaired and a minimum of 18-months' notice if Milano Tower will be out of service.

II. General Provisions

2.1 Nondiscrimination. None of the parties shall discriminate against any person on the basis of race, religion, gender, creed, or national origin.

2.2 Independent Contractor/No Partnership Created. Nothing contained in this agreement shall be deemed or construed by any party hereto or by any third party as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither any provision herein nor

any acts of the parties shall create any relationship between the parties other than that of independent contractors.

2.3 Sovereign Immunity. It is expressly understood and agreed that, in the execution of the agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

2.4 Governance. This agreement will be governed by state and federal laws and in conformity with school district policies.

2.5 Texas Law To Apply. This agreement 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.

2.6 Mutual Indemnification. To the extent allowed by law, Weslaco will and does hereby agrees to indemnify, protect, defend with counsel approved by the City of Donna, and hold harmless City of Donna and their respective elected officials, employees, representatives and agents from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing by any person or entity, arising out of, caused by, or resulting from Weslaco's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Weslaco, anyone directly employed by Weslaco or anyone for whose acts Weslaco may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Donna Indemnatee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, Donna will and does hereby agree to indemnify, protect, defend with counsel approved by Weslaco, and hold harmless Weslaco and their respective elected officials, officers, directors, attorneys, employees, representatives and agents from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing by any person or entity, arising out of, caused by, or resulting from Donna's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Donna employees, anyone directly employed by Donna or anyone for whose acts the Donna may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Weslaco Indemnatee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

AGREED:

Irene Muñoz
Mayor of the City of Donna, Texas
307 S. 12th Street
Donna TX 78537

(Date)

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

(Date)

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

DRAFT



Standardized Agenda Request Form

Date of Meeting: December 5, 2017		Agenda Item No. (to be assigned by CSO): 2017-1405	
From:			
Subject: Discussion and consideration to authorize a one-time supplement to all full-time, non-civil service employees. Possible action. (Staffed by City Manager's Office.)			
Background: Proposed supplements as follows: Full-time employees with more than one year of service = \$300; Full-time employees with 6 months to one year of service = \$150; Full-time employees with 90-days to 6 months of service = \$100; any employee with less than 90-days service = \$0. Total estimated cost for all eligible employees is approximately \$40,000.00.			
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	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			