A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 2, 2018

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, January 2, 2018 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. CONSENT AGENDA

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

A. Approval of the Minutes of the Regular Meeting on December 19, 2017. (Staffed by City Secretary's Office.) Attachment.

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

   1) Ordinance 2017-55 authorizing a budget amendment for Airport in amount of $41,815.00 and authorize the Mayor to execute any related documents. (Staffed by Airport Department.) Attachment

C. Approval of the renewal of the lease agreement with the Weslaco Mid Valley Civic Theatre now known as the ITheatre effective January 1 - December 31, 2018 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment

D. Approval of the renewal of a lease agreement with South Texas College for the use of Mayor Pablo G. Pena Park Tennis Courts and/or Fields for Kinesiology classes at the Mid Valley Campus from January 1 - December 31, 2018, and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment

E. Authorization to request an irrigation easement located on Heritage Square Subdivision from the Hidalgo and Cameron Counties Irrigation District No. 9 (HCCID9) and authorize the Mayor to execute any related documents. (Staffed by Planning and Code Enforcement.) Attachment

F. Approval of application to the Family Place Libraries Grant and approval of execution of any associated documents throughout the term. (Staffed by the Library Department.) Attachment

IV. <u>APPOINTMENTS</u>

A. Discussion and consideration to approve Resolution 2018-01 confirming one appointment by the Chief Executive to an expired term on the Weslaco Civil Service Commission as per Local Government Code §143.006 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.) Attachment

V. <u>NEW BUSINESS</u>

A. Discussion and consideration to extend the service agreement with SmartCom Telephone, as the vendor for internet access within the Library's ERate Year 2018-2019 funding cycle, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.) Attachment

B. Discussion and consideration to reject bids received and authorize the request for bids for RFB 2017-18-03 Roadway Striping Project - 18th Street to US Business 83 and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

C. Discussion and consideration to ratify the Letter of Agreement for Ambulance (EMS) Services with the City of Mercedes. Possible action. (Staffed by Fire Department.) Attachment

D. Discussion and consideration to select Commission members to a committee to review applications and conduct initial interviews for Police Chief. Possible action. (Staffed by City Manager's Office.)

VI. <u>REPORTS</u>

A. Report by Weslaco Area Chamber of Commerce.

B. Report by Economic Development Corporation of Weslaco.

C. Report by Inframark.

D. Report by Parks and Recreation Department.

E. Report by Planning and Code Enforcement.

F. Report by Public Works.

VII. <u>EXECUTIVE SESSION</u>

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and
(C) at the discretion of the trier or 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. Legal Consultation - Seek City Attorney opinion relating to the mediation with CDM as authorized by §551.071 of the Texas Government Code.

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

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

E. Real Property – Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property consisting of 2 acres more or less with improvements out of Farm Tract 666 located on South Westgate Drive as authorized by §551.072 of the Texas Local 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 29th day of December, 2017 at 4:10 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:

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: January 2, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1402

From:		
Subject: Approval of the Minutes of the Regular Meeting on December 19, 2017. (Staffed by City Secretary's Office.) Attachment.		
Background: Record of commission action for the regular meeting of December 19, 2017 (Staffed by City Secretary's).		
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 Elizabeth Walker Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approved.		
Staff Recommendation: Approve.		
Attachments, if any: 17-12-19 minutes		
Responsibilities upon Approval: Execute and retain.		

A REGULAR MEETING

OF THE WESLACO CITY COMMISSION

TUESDAY, DECEMBER 19, 2017

On Tuesday, December 19, 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	Leo Muñoz
Commissioner	Greg Kerr
Commissioner	Jose "J.P" 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; Rogelio Martinez, Information Technology Interim Director; Tony Lopez, Fire Chief; Ted Walensky, Assistant Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Andrew Munoz, Airport Director; Arnold Becho, Library Director; Joe Pedraza, Health Official; 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, December 15, 2017. The Mayor Pro Tem led an impromptu birthday song for Pastor Wright.

B. Invocation.

Pastor Elizabeth Wright, First Methodist Church, led the invocation.

C. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

Mayor Suarez proclaimed, "Diego Castillo Day" to celebrate his title win in the Texas Silver Gloves Title 70-pounds Weight Division.

E. Roll Call.

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

II. PUBLIC COMMENTS

There were no public comments.

III. PUBLIC HEARING

A. To solicit input on behalf of Rashad Javed Rana to rezone 1720 W. 18th Street also being the 3.00 acres out of Farm Tract 658, West Tract, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-3 Rural District.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to open the public hearing at 5:44 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

Rashad Rana, applicant, stated he purchased the agricultural land for the purpose of raising goats as a personal hobby.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez moved to close the public hearing at 5:46 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

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 December 5, 2017

2.) Record of the Workshop on December 6, 2017. (Staffed by City Secretary's Office) .

B. Approval on second and final reading of the following

1) Ordinance 2017-53 authorizing a budget amendment as appropriate in the 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. (Staffed by Fire Department.)

C. Approval of the request from the Weslaco Area Chamber of Commerce to hold the 29th Annual Texas Onion Fest on Saturday, March 24, 2018 at the Mayor Pablo G. Pena City Park on Airport Drive, to sell beer during the event, to place a banner promoting the event at the intersection of Texas and Pike Boulevard and Westgate and Frontage for two weeks prior to the event, to waive appropriate ordinances associated with the event and allow a carnival. (Requested by Weslaco Area Chamber of Commerce.)

D. Authorization to solicit Requests for Proposals (RFP) for Fireworks Display for 4th of July Celebration at Harlon Block Park or Pablo G Pena City Park on Wednesday, July 4, 2018, and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

E. Approval of Resolution 2017-86 authorizing the submittal of a Solid Waste Grant Application to the Lower Rio Grande Valley Development Council in the amount of $30,000.00 for fiscal years 2017 and 2018 to fund the operations of the Recycle Center, authorized acceptance upon award, and authorize the Mayor to execute any related documents. (Staffed by Public Works.)

Commissioner Pedraza, seconded by Commissioner Kerr, moved to approve consent agenda items A through E as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the ordinance is as follows:

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 2017-2018 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 19th day of December 2017.

For the record, the resolution is as follows.

RESOLUTION 2017-86

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE CITY OF WESLACO IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED CITY OF WESLACO WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE LOWER RIO GRANDE DEVELOPMENT COUNCIL, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the Lower Rio Grande Valley Development Council is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and

WHEREAS, City of Weslaco in the State of Texas is qualified to apply for grant funds under the Request for Applications.

NOW THEREFORE, BE IT RESOLVED by the City Commission that the City of Weslaco approves submission of the grant; and

BE IT FURTHER RESOLVED THAT:

1. David Suarez, Mayor, is authorized to request grant funding under the Lower Rio Grande Valley Development Council. Request for Applications of the Regional Solid Waste Grants Program and act on behalf of City of Weslaco in all matters related to the grant application and any subsequent grant contract and grant project that may result;

2. That if the project is funded, City of Weslaco will comply with the grant requirements of the Lower Rio Grande Valley Development Council, Texas Commission on Environmental Quality and the State of Texas;

3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant;

4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

5. The City of Weslaco agrees to transfer partial funds in the amount not to exceed $10,000.00 to the Valley Nature Center for the sponsorship of project as stated on the LRGVDC Solid Waste Grant application, as per recommendation of the Weslaco Recycling Task Force Committee.

APPROVED AND ADOPTED by the City Commission of the City of Weslaco, Texas at a regular meeting held on the 19th day of December 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. APPOINTMENTS

A. Discussion and consideration to approve Resolution 2017-85 establishing an appointment policy and rotation schedule for the designation of the Mayor Pro Tempore. Possible action. (Staffed by City Secretary's Office.)

Commissioner Kerr, seconded by Commissioner Muñoz, moved to approve Resolution 2017-85 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the following is the resolution:

RESOLUTION NO. 2017-85

A RESOLUTION OF THE CITY OF WESLACO ESTABLISHING AN APPOINTMENT POLICY AND ROTATION SCHEDULE FOR THE MAYOR PRO TEMPORE OF ITS COMMISSION

WHEREAS, The Weslaco City Charter prescribes that in the absence of the Mayor a Mayor Pro Tempore shall be chosen; and

WHEREAS, if the Mayor is absent or otherwise unable to act, the Mayor Pro Tempore shall serve until the Mayor returns or is able to act and has all the powers and duties of the Mayor.

NOW, THEREFORE, BE IT RESOLVED that we, the duly elected Commissioners of the City of Weslaco, resolve the City is better served by engaging its members in leadership roles.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Commission adopts this policy to rotate the duties of Mayor Pro Tempore among all six individuals serving as Commission members in accordance with the following guidelines:

1. The City Commission shall appoint the Mayor Pro Tempore on a one-year rotational basis by seniority.
2. The order of the rotation shall begin with the Commission member who has the longest tenure of total years on the Commission, followed by the Commission member with the second longest tenure, and so on.
3. When two or more members have the same tenure on the Commission, the order of rotation among those tied for tenure is determined by lot from random drawing.

4. If the office of Mayor Pro Tempore becomes vacant prior to the expiration of the annual term, the next Commission member in rotation shall assume the office for the balance of the term then the full term as scheduled by rotation.
5. The appointment of the Mayor Pro Tempore takes place at the first regular meeting following the canvass each year.
6. This policy is expected to provide an orderly and fair procedure for alternating the position of Mayor Pro Tempore but the City Commission reserves the right to deviate from this policy by majority vote as they see fit for differing circumstances.
7. For the inauguration of this policy, the following schedule is determined based on date sworn into office:

Name	**Sworn into Office**	**Mayor Pro Tem Term**
Commissioner Gerardo "Jerry" Tafolla	5/19/2009	2017-2018
Commissioner Greg Kerr	11/12/2014	2018-2019
Commissioner Letty Lopez	11/11/2015	2019-2020
Commissioner Leo Muñoz	11/11/2015	2020-2021
Commissioner Josh Pedraza	11/16/2016	2021-2022
Commissioner Jose "JP" Rodriguez	11/14/2017	2022-2023

8. Should any Commissioner cease to hold office, the name shall be removed from the rotation list and those listed below shall advance a year in expected term. Newly elected Commissioners shall be entered at the bottom of the rotation list in accordance with the date sworn and provision 3 in these guidelines; ideally, Commissioners served two continuous years on the Commission to be eligible to serve as Mayor Pro Tempore.
9. Once all seated Commissioners have had the opportunity to serve as Mayor Pro Tempore, the rotation shall repeat starting anew with the Commissioner with most seniority.

PASSED AND APPROVED this the 19th day of December 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

VI. OLD BUSINESS

A. Discussion and consideration to approve the FY 2017-2018 Proposed Street Improvement Project and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item October 17, 2017; Staffed by Public Works.)

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

Pete Garcia, Public Works Director, stated during the December 13 workshop the inventory of proposed street improvements were evaluated and prioritized. Mayor Suarez noted streets were added during the workshop and none removed; over the past three years funding has been reduced.

The City Manager stated $400,000.00 is available for paving; he recommended staff proceed with improvements through the top five and revisit at a later date the remaining streets and determine funding. He added that a class from the University of Texas Rio Grande Valley could help to assess streets using a metrics set.

Commissioner Kerr withdrew his motion.

Commissioner Muñoz, seconded by Commissioner Lopez, moved to approve streets 1 through 5 from the FY 2017-2018 inventory list as presented and to assess and prioritize 6 through 32 based on condition. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration on 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. Possible action. (There was no action on December 5, 2017; Staffed by Planning and Code Enforcement.)

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

Mardoqueo Hinojosa, City Engineer/Director of Planning and Code Enforcement, stated right-of-way is needed to construct. The City Manager stated construction of bus shelters typically are coordinated efforts with Valley Metro.

Gabriel Zuniga, with Valley Metro, stated these proposed bus locations have just five feet of right-of-way and no shoulder available; normally 8 feet to 10 feet is needed. Sarah Dierlam commented the bus shelter increases the ridership program as it offers visibility; Valley Metro is willing to support this project with Planning, adding grant funds can be available for the installation.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved no action be taken. The motion carried unanimously; Mayor Suarez was present and voting.

VII. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Rashad Javed Rana to approve Ordinance 2017-54 rezoning 1720 W. 18th Street also being the 3.00 acres out of Farm Tract 658, West Tract, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-3 Rural District. First reading of Ordinance 2017-54. Possible action. (This item requires three-fourths vote as it was denied by Planning and Zoning Commission; Staffed by Planning and Code Enforcement Department.)

Commissioner Kerr abstained from vote and discussion.

Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza, moved to discuss.

Mardoqueo Hinojosa stated a joint meeting was held December 6 with the Planning and Zoning Commission to review proposed changes to the zoning ordinance. A consensus was to permit livestock in an R-3 zone South of 18th Street. This property is on the northside of 18th Street; additionally, the 2040 Land Use Map does not identify the area as R-3 Zone. Staff recommends denial as it would not conform with the adopted land use map.

In response to Mayor Pro Tem Tafolla, the City Attorney stated the land use determines the tax rate not the zoning district, further clarifying that the Appraisal District does not bind the City to zoning. In response to Commissioner Muñoz, the area has been R-1 and livestock has not been permitted. Currently, R-3 zoning designation is at Los Ranchitos, south of the floodway.

The City Manager stated neighbors' concerns were the effects of farm animals such as odor, sound and value of their property. He recommended to table until January 16, 2018.

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to table until January 16, 2018. The motion carried; Commissioner Kerr abstained; Mayor Suarez present and voting.

B. Discussion and consideration to approve a six-month extension of the Final Plat for Descanso Subdivision – being a 5.278 acres out of Farm Tract 743, the West and Adams Tract Subdivision Weslaco, Hidalgo County, Texas, located at 2200 S. Texas Boulevard. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated the final plat was approved last year. Ordinance allows two extensions, six-months each; this was the first one applicant is requesting. Staff recommends approval.

Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza, moved to approve a six-month extension of the Final Plat for Descanso Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve City cost share participation in an amount not to exceed $43,000.00 for sanitary sewer upgrades on the Midway Mobile Subdivision to accommodate future growth. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated the proposed development is located on Mile 6 ½ and Midway Road; the development needs an 8" sewer line and staff requests to oversize to a 12" sewer line to accommodate surrounding area and future growth. Staff recommends a reimbursement agreement that will reimburse the City from any future development connected to the sewer line.

In response to Mayor Pro Tem Tafolla, the City Manager stated recent state laws make annexation difficult, but future development may seek to connect to services and reimbursement agreements good for ten years. In response to Mayor Suarez the development Could have 104 water connections to North Alamo Water Supply Corporation.

Commissioner Kerr, seconded by Commissioner Muñoz, moved to approve City cost share participation in an amount not to exceed $43,000.00 for sanitary sewer upgrades on the Midway Mobile Subdivision The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve final payment to CDM Constructors, Inc. for the Weslaco Water Treatment Plant & Offsite Distribution System Project. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza, moved to approve.

The City Manager recommended to table for executive session. Mayor Pro Tem Tafolla rescinded his motion.

E. Discussion and consideration to approve Interlocal Agreement for Mile 6 West Project Phase III with Hidalgo County for an amount not to exceed $532,772.26. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated parcels for right-of-way acquisition have been identified for Phase III of the Mile 6 West; the anticipated City cost-share is $275,000 more than initially estimated, with City total contribution now $532,772.26. Staff recommends approval of the Interlocal for Mile 6 West Project Phase III and funds are available.

Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza, moved to approve Interlocal Agreement for Mile 6 West Project Phase III with Hidalgo County for an amount not to exceed $532,772.26 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to amend Section V of the Interlocal Cooperation Agreement for Tax Assessment and Collection and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Mary Barrera, Finance Director, recommended approval of the amendment to the Interlocal agreement which will permit the County to disburse fees for the collections by the delinquent tax attorney directly to the firm.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve and amend Section V of the Interlocal Cooperation Agreement for Tax Assessment and Collection. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to allow the Library to participate within the Region 1 ERate application for the establishment of a regional fiber optic network and to submit a Letter of Agency allowing Region 1 to apply on behalf of the City of Weslaco. Possible action. (Staffed by Library.)

Arnold Becho, Library Director, stated a new fiber optic network thru the ERate program will connect participating school districts and public libraries for the goal of providing internet access. Staff is requesting permission to be included in the application process; process and decision approval is still two years away. The cost is slightly more but participation ensures the City's cost of internet would not go up if ERate were to be discontinued.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve the Library to participate within the Region 1 ERate application for the establishment of a regional fiber optic network and to submit a Letter of Agency allowing Region 1 to apply on behalf of the City of Weslaco. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to approve final payment and execution of the substantial completion document for the Roof Renovation Project at the Mayor Joe V Sanchez Public Library. Possible action. (Staffed by Library.)

Arnold Becho stated the project was completed and on November 10 a water test was done; any issues found were resolved and since then several rain events have occurred and no leaks were observed. Staff recommends approval on final payment and project completion noted.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve final payment and execution of the substantial completion document for the Roof Renovation Project at the Mayor Joe V Sanchez Public Library. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to approve Ordinance 2017-55 authorizing a budget amendment for Airport in amount of $41,815.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Andrew Muñoz, Airport Director, stated the project is eligible for grant reimbursement of 90% from TxDOT with local match fund of 10% from the City. Monies are for the payment of survey and appraisal services for the proposed airport development project. Staff recommends approval.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve Ordinance 2017-55 authorizing a budget amendment for Airport in amount of $41,815.00 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration to terminate the Fire Service contract with the City of Progreso for fire protection services within the City of Progreso by the Weslaco Fire Department. Possible action. (Staffed by Fire Department.)

Antonio Lopez, Fire Chief, stated the fire contract has been in place for two years but they now have their own fire department which Weslaco continues to support through mutual aid. By separate agreement, ambulance service is provided. The City Manager noted monies owed to the City is $58,000 and recommended termination of the agreement of fire services and negotiation of a payment plan with the City of Progreso.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to terminate the Fire Service contract with the City of Progreso for fire protection services within the City of Progreso. The motion carried unanimously; Mayor Suarez was present and voting.

VIII. REPORTS

A. Report by Perdue Brandon Fielder Collins & Mott LLP on delinquent tax collection.

Hiram Gutierrez, representing Perdue Brandon Fielder Collins & Mott LLP, reviewed the collections for the period of October 1, 2016 through September 30, 2017 that included phone contacts, mailings, inspections of property, payment arrangements, litigation, tax sales and bankruptcy representation. He reported collections were $348,134 delinquent tax base; $174,366 interest and penalty for a total of $522,500 collected.

B. Report by Lower Rio Grande Valley Development Council on Valley Metro Ridership Program.

Sarah Dierlam apologized for their absence last meeting and presented the 2016-2017 Ridership program, noting the most popular route in Weslaco was 31. Schedule are revised as a result of peak times. In 2018 fare is free and the public can download an app to see buses in real time.

IX. EXECUTIVE SESSION

At 7:08 p.m. Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved the regular meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:33 p.m. Mayor Suarez announced the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public

X. 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. Personnel - Discussion and possible selection of Interim Police Chief as authorized by Section 551.074 of the Texas Government Code.

There was no action on this item.

C. 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.

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to approve payment at the time settlement documents finalized and their insurance funds. The motion carried unanimously; Mayor Suarez was present and voting.

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

There was no action on this item.

E. 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 vote.

There was no action on this item.

F. 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 vote.

There was no action on this item.

G. Real Property – Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property consisting of 2 acres more or less with improvements out of Farm Tract 666 located on South Westgate Drive as authorized by §551.072 of the Texas Local Government Code.

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to authorize the City Manager to negotiate as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

H. Real Property – Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property consisting of 12.79 unimproved acres more or less out of Farm Tract 666 located on Mile 6 and 18th Street as authorized by §551.072 of the Texas Local Government Code.

Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza moved to authorize the City Manager to negotiate as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

VII. NEW BUSINESS

D. Discussion and consideration to approve final payment to CDM Constructors, Inc. for the Weslaco Water Treatment Plant & Offsite Distribution System Project. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve partial payment in the amount of $48,277.64 for undisputed amounts billed and $35,931.00 for interest in accordance with the Prompt Pay Act for total of $84,208.64. The motion carried unanimously; Mayor Suarez was present and voting.

XI. ADJOURNMENT

Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza, moved to adjourn at 8:25 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

____
CITY SECRETARY, Elizabeth Walker

____
MAYOR PRO-TEM, Gerardo “Jerry” Tafolla

____
COMMISSIONER, Leo Muñoz

____
COMMISSIONER, Greg Kerr

____
COMMISSIONER, Jose “J.P.” Rodriguez

____
COMMISSIONER, Letty Lopez

____
COMMISSIONER, Josh Pedraza

Standardized Agenda Request Form

Date of Meeting: January 2, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1426
From:	

Subject:
Ordinance 2017-55 authorizing a budget amendment for Airport in amount of $41,815.00 and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)

Background:
The proposed budget amendment in the amount of $ 41,815.00 is for the procurement and payment of survey and appraisal services for proposed Airport Development projects as previously discussed in Executive Session meetings.

The budget amount is eligible for future TXDOT grant reimbursement under the annual allocation of Non-Primary Entitlement (NPE grant) funds. Grant reimbursement is 90/10.

Funding Source (budget code, if applicable)**:**
64-400-2000

Amount: $41,815.00	Term of Impact: Multi-Year	Identified in Current Budget: No

Additional Action Prompted:
Mayor's Signature
Budget Amendment
Ordinance - First Reading
Ordinance - Final Reading

If item previously considered, provide date and action by Commission:
Staff has met in Executive Session to discuss Airport Development Projects. The City Commission authorized staff to proceed as discussed in Executive Session. The proposed agenda item is to amend the airport budget for expenses related to the project(s).

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)**:**
Staff has met and presented the Airport Development project(s) and has received a recommendation supporting the proposed project(s).

Aida Vega	Created/Initiated
Andrew Muñoz	Approved
Mary Barrera	Approved
Mike Perez	Final Approval

City Manager Comments:
Approved.

Staff Recommendation:

Staff recommends approval.
Attachments, if any: Exhibit, Ordinance 2017-55
Responsibilities upon Approval:

Account	Dept	Division	Description	Expenditure	Revenue	Approval
Airport Fund						
64-400-2000	Revenue		Grant from TxDOT		41,815.00	
64-564-2100	Airport	Grant	Acquisition	41,815.00		
				41,815.00	41,815.00	
			Impact on Fund Balance	-		

ORDINANCE 2017-55

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 2017-2018 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 19th day of December 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of January 2018.

CITY OF WESLACO

____
David Suarez, **MAYOR**

ATTEST:

____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

____
Juan E. Gonzalez**, CITY ATTORNEY**

THE STATE OF TEXAS *
*
COUNTY OF HIDALGO * **LEASE AGREEMENT**
*
CITY OF WESLACO *

THIS LEASE AGREEMENT is entered into on this ______ day of______________ 2018 between the CITY OF WESLACO, a Home Rule municipal corporation, hereinafter called LESSOR, and the ITheatre, hereinafter called LESSEE,

ARTICLE I
LOCATION AND PURPOSE

1.01 LESSOR leases to LESSEE the property and improvements known as the Tower Theatre Building located at 120 South Kansas, and the Tower House, located at 112 East Second Street, both locations being in the City of Weslaco, Hidalgo County, Texas (Lease Premises).

1.02 The lease premises are to be used only to provide theatrical and musical productions, lectures, solo musical performances and other related educational and entertainment activities to the general public.

ARTICLE II
TERMS

2.01 The term of this lease shall commence January 1, 2018 and shall terminate on December 31, 2018.

2.03 LESSEE shall have the right to renew and extend this lease agreement on the same terms and conditions for an additional twelve (12) month term beginning on the 1st day of January, 2018 provided LESSEE gives LESSOR thirty (30) days prior notice of its intent to renew this lease agreement.

2.04 Both parties must provide notice of its intent to terminate this lease in writing at least thirty (30) days prior to the termination of this lease. LESSSOR may terminate this lease at any time without cause by providing thirty (30) day written notice of termination.

ARTICLE III
NATURE OF ACTIVITIES

3.01 The ITheatre agrees to present a minimum of two (2) and a maximum of four (4) theatrical productions during the term of this agreement.

3.02 LESSEE shall be allowed to charge a reasonable admission fee for productions, sell refreshments, and organize other fund raising projects for the express purpose of providing activities in accordance with this agreement.

ARTICLE IV
IMPROVEMENTS TO LEASE PREMISES

4.01 Any permanent improvements made to or furnished by the LESSEE on the lease premises shall belong to LESSOR upon expiration of this lease or any extension hereof.

4.02 LESSEE may not paint the interior or exterior of the lease premises or make alterations which might adversely affect the exterior of the lease premises. No alterations shall be made, nor permanent signs erected on the lease premises without the advance written consent of the LESSOR.

4.03 LESSEE shall accept possession of the lease premises and equipment AS IS.

ARTICLE V

INSURANCE

5.01 LESSOR shall insure the lease premises against fire, accident or natural disaster. In the event the lease premises are destroyed or damaged by fire, accident or natural disaster or shall be rendered unfit for use, LESSOR shall make diligent effort to restore the lease premises for use by LESSEE. If the lease premises are unfit for use this contract shall be mutually renegotiated and/or terminated at LESSORS discretion.

5.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based uon tort which occurs on the lease premises, caused by LESSEE its agents, employees or licensees . LESSEE further agrees that LESSOR shall not become obligated to pay any damages to any third party because of any accident or other loss caused by the negligence of LESSEE or any of its employees , agents or licensees. LESSEE will reimburse LESSOR for the amount of LESSORS actual payments in damages and expenses incurred as a result of LESSEES actions.

5.03 During the term of this lease LESSEE shall maintain liability insurance to protect LESSOR from any third party claim that may arise as a result of injuries or damages of any type caused to any person on the lease premises. The limits of this policy shall be no less than $100,000.00 liability per each person and $1,000,000.00 aggregate. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at the time of execution of this agreement and said policy must name LESSOR as an additional insured.

ARTICLE VI

UTILITES

6.01 LESSOR shall pay charges for water, sewer, electricity and garbage/ trash pick-up service. LESSEE shall promptly pay for any and all long distance telephone charges. All utilities currently installed and/or connected to the lease premises prior to the date LESSEE takes possession shall be paid by the LESSOR. All utilities installed or connected after LESSEE takes possession of the lease premises shall be paid by the LESSEE.

ARTICLE VII

MAINTENANCE OF PREMISES

7.01 LESSOR agrees to maintain the roof, external building structure, interior walls and floors, plumbing, air-conditioning, heating, lamps, chairs, risers, and grounds surrounding the lease premises in suitable conditions for its agreed upon use. LESSOR shall have the right to make any repairs to the lease premises as needed.

7.02 LESSOR agrees to provide basic janitorial services and supplies and office supplies to LESSEE as may be needed.

ARTICLE VIII

SUBLEASE AND ASSIGNMENT

8.01 The LESSEE shall not sublet or assign the lease premises or any part thereof to a third party without the prior written consent of the LESSOR. LESSEE may allow other individuals and organizations to use the premises under the supervision of LESSEE and with LESSORS prior written consent provided the use is consistent with the terms of this agreement.

ARTICLE IX

MISCELLANEOUS

9.01 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

9.02 This agreement shall be constructed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are to be performed in Hidalgo County, Texas.

9.03 In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions of this agreement.

9.04 LESSEE shall not discriminate against any employee, applicant for employment or visitor because of race, religion, age, disability, sex or national origin.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and their corporate seals affixed hereto on this ______ day of ________________ 2018.

CITY OF WESLACO

BY: _________________________________
David Suarez, Mayor

ATTEST:

____
Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:

ITheatre

____
Juan E. Gonzalez, City Attorney

BY: ______________________________
PRESIDENT, ITHEATRE

____
SECRETARY, ITHEATRE

FACILITIES USAGE AGREEMENT

The **CITY OF WESLACO, PARKS AND RECREATION DEPARTMENT,** (hereinafter called Lessor) agrees to let **SOUTH TEXAS COLLEGE** (hereinafter called Lessee) use the Weslaco City Park (Soccer/Softball Fields and/or Tennis Courts), 300 North Airport Drive, Weslaco, Texas from January 1, 2018 – December 31, 2018, at hours agreed upon by both parties and subject to the following conditions:

1) That the Lessee agrees to pay a building use fee of $400.00 per class per semester and $0 deposit; and

2) That the Lessee will clean up after each class; thus, leaving the facility ready for immediate use the next morning;

3) That the Lessee shall use the facility only for the purposes of conducting classes; and

4) That the Lessor assume no responsibility for the maintaining or improving the facility and make no representation about its safety or suitability for intended use; and

5) That the Lessor may revoke its permission to use the facility at any time or under any circumstances that the Lessor may deem sufficient, but not prior to the end of a semester unless gross negligence warrants; and

6) That the Lessee accept full responsibility for protecting Lessor's property and equipment and assumes any and all liability for repairs and replacement for any damage done to buildings, equipment or other Lessor property used by the Lessee. Lessee also assumes full responsibility for the conduct of any and all persons using the facility during the usage; and

7) That the Lessee agrees to assume all liability and hold harmless and indemnify the Lessor, its employees and agents from any and all liability arising out of the Lessee's use of Lessor's facilities; and

8) That Lessee shall furnish evidence of liability insurance and coverage for the event.

Executed on this __________ day of _______________, 201____.

______________________________	______________________________
SIGNATURE	SIGNATURE
DR. SHIRLEY REED	DAVID SUAREZ
PRESIDENT	MAYOR
SOUTH TEXAS COLLEGE	CITY OF WESLACO, Mayor
LESSEE	LESS0R

Standardized Agenda Request Form

Date of Meeting: January 2, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1434

From:
Mardoqueo Hinojosa

Subject:
Authorization to request an irrigation easement located on Heritage Square Subdivision from the Hidalgo and Cameron Counties Irrigation District No. 9 (HCCID9) and authorize the Mayor to execute any related documents. (Staffed by Planning and Code Enforcement.)

Background:
Staff has completed plans for Adams Street. Intent of easement is to use the existing line for drainage purposes and provide relief to storm lines along Bridge Avenue.

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)**:**

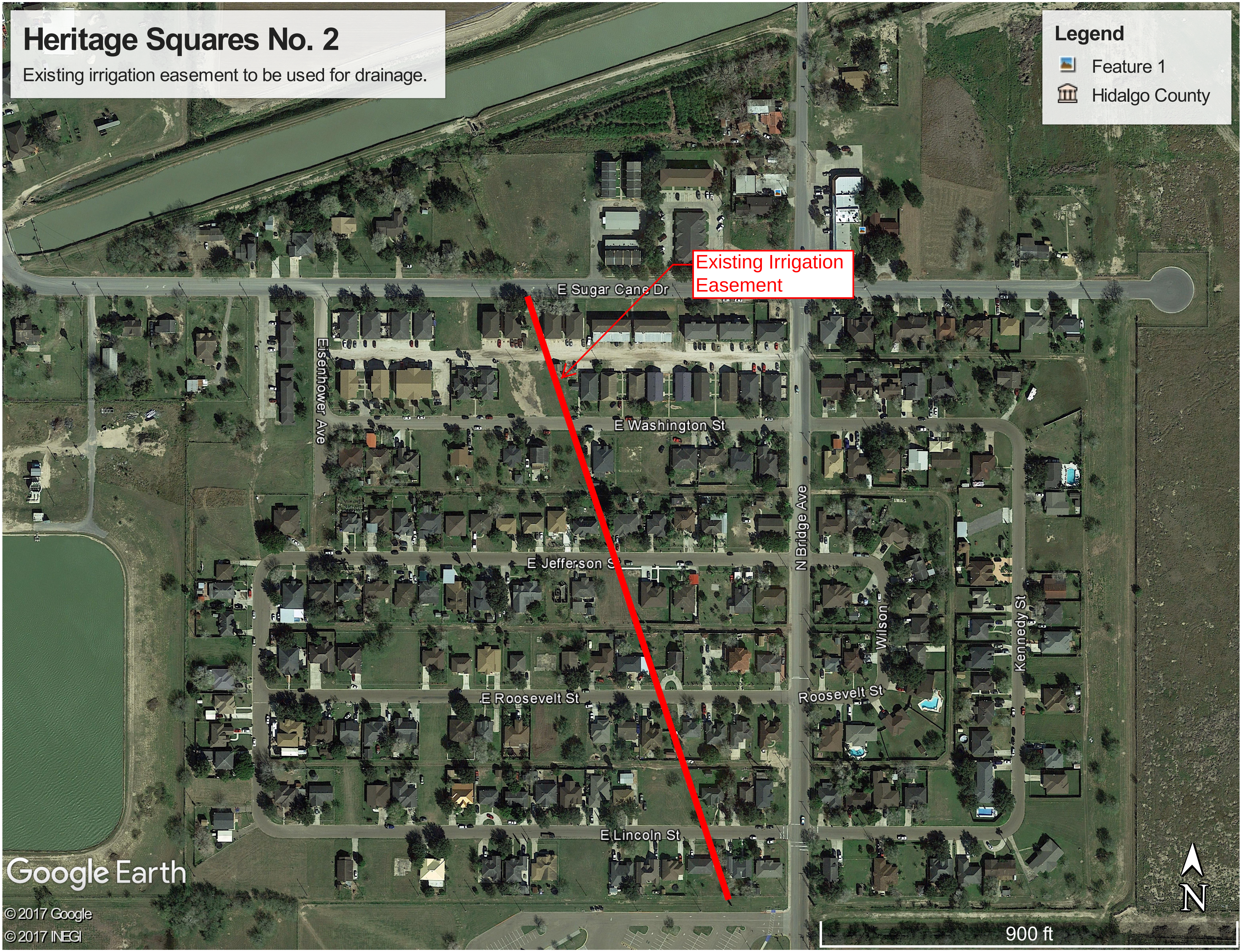
Mardoqueo Hinojosa	Created/Initiated
Mike Perez	Final Approval

City Manager Comments:
Approved.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Aerial

Responsibilities upon Approval:
Staff will submit letter requesting easement from HCCID9.


Heritage Squares No. 2
Existing irrigation easement to be used for drainage.
Legend
Feature 1
Hidalgo County
Existing Irrigation Easement
E Sugar Cane Dr
Eisenhower Ave
E Washington St
N Bridge Ave
E Jefferson St
Wilson
Kennedy St
E Roosevelt St
Roosevelt St
E Lincoln St
Google Earth
© 2017 Google
© 2017 INEGI
N
900 ft

Standardized Agenda Request Form

Date of Meeting: January 2, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1438

From:
Maricarmen Garcia

Subject:
Approval of application to the Family Place Libraries Grant and approval of execution of any associated documents throughout the term.   (Staffed by the Library Department).

Background:
The Family Place Libraries Grant is initiated through The Texas State Library and Archives Commission (TSLAC). The purpose is to help public libraries create programming that focuses on early learning for children. The TSLAC project funds tuition for two staff members from Texas libraries to attend a training at the Middle Country Public Library (MCPL) in Centerreach, New York. The institute will teach the members the core elements of the Family Place Libraries model and will assist with early stages of implementing and maintaining this program at the library. Libraries will also receive a three year follow-up support following the training. The tuition and follow-up support are provided through a grant from the Institute of Museum and Library Services. After the training, libraries are eligible to receive a grant of $6,000 from State funds to assist with the development of the Family Place Libraries program. The library will be required to pay for travel expenses to New York, including airfare and a rental car.

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.

Maricarmen Garcia	Created/Initiated
Arnold Becho	Approved
Mary Barrera	Approved
Mike Perez	Final Approval

City Manager Comments:
Approved.

Staff Recommendation:
Staff recommends approval.

Attachments, if any: Memo - Request to approve Family Place Grant application, TSLAC Family Place Libraries Article
Responsibilities upon Approval: The library will submit a grant application. If awarded by the state and accepted by the Commission, the library will need to arrange for travel to the training. Following training, the library will launch and implement a Family Place Library at our location. Support and follow-up from the Texas State Library will continue over the next 3 years.

December 27, 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, Maria Barrera, Homer Rhodes, Rogelio Martinez, Maricarmen Garcia
Fr: Arnoldo Becho, Library Director
Re: Authorization to Apply for Family Libraries Grant

The library currently offers weekly and weekend programs for children. The main target audience is usually elementary grade levels and middle school. We would like to undertake a new initiative to connect with parents and children of ages 0-3 and offer early beginnings of literacy programing.

The Family Place Libraries initiative began in 1996 when former library advocacy organization, Libraries for the Future (LFF), was searching for a model early literacy program.
It currently includes more than 500 sites in 31 states and continues to grow. This type of grant will allow our library to focus on these group of caretakers and their children and incorporate partnerships components with community organizations that can come to the library and support many areas of a child's early literacy needs. The initiative will help combat the lack of programs we don't currently offer for this age group.

The goals of the library in implementing this type of programming will (1) Increase participation from parents and their younger children (2) Establish library connection for life- long learning. The Library 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

TSLAC Now Accepting Applications for FY2018 Family Place Libraries Grant Opportunity

2017 December 11
by Bethany Wilson

The Texas State Library & Archives Commission is happy to announce the opening of the FY18 Family Place Libraries application! The Texas State Library and Archives Commission is looking for 12 qualified libraries to send to Family Place Training at the Middle Country Public Library in Centereach, New York. The purpose of this grant is to create a welcoming, family-centered environment that empowers caregivers of young children as they become their child's first teachers. This grant will provide funding for the equipment and training necessary for each library to:

- Host workshops for children 0-3 and their caregivers.
- Develop an interactive space for this age group to play and learn in the library.
- Forge strong partnerships with community organizations serving young children and their families.

If chosen to participate in the 2018 cohort, libraries can expect to send two, full-time staff members to training either April 23-26 or May 7-10. Following training, the Texas State Library and Archives Commission will provide funding support in the amount of $6000 to participating libraries to buy supplies necessary to launch a successful Family Place Library™ location at their facility.

We will begin accepting applications on Monday, December 11th, 2017. The application will close on Friday, January 12th, 2018. The application is entirely online and can be accessed after logging into the Texas State Library & Archives Commission Grants Management System.

NOTE: If you do not have an account with the Texas State Library & Archives Commission Grants Management System, please contact Bethany Wilson, Youth Services Consultant, at 512-463-4856 or bwilson@tsl.texas.gov and I will get you set up.

Before applying, please pay close attention to the Notice of Funding Opportunity. Inside, you will find information on eligibility requirements as well as a scoring matrix that will provide guidance on the best information to include in your application to ensure the best scoring outcome. We also strongly suggest that you watch the free webinar: Applying for TSLAC Competitive Grants: What You Need to Know for FY 2018 to assist you as you make your way through the application.

IMPORTANT!! When you reach the budget portion of your application, you are only required to fill in the line specific to Materials & Supplies. In the space for a description, please type in "Recommended Family Place Supplies". The dollar amount should be $6,000.

If you have questions about Family Place Libraries™ in Texas or need assistance with the application process, please contact Bethany Wilson at bwilson@tsl.texas.gov , 512-463-4856, or 800-252-9386 (toll-free for Texas). This project is made possible by a grant from the Institute of Museum and Library Services to the Texas State Library and Archives Commission under the provisions of the Library Services and Technology Act.

https://www.tsl.texas.gov/ld/librarydevelopments/?p=22771

Standardized Agenda Request Form

Date of Meeting: January 2, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1439

From:

Subject:
Discussion and consideration to approve Resolution 2018-01 confirming one appointment by the Chief Executive to an expired term on the Weslaco Civil Service Commission as per Local Government Code §143.006 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Background:
The term of Kevin Bloomquist is set to expire February 17, 2018. This is his third consecutive term on the Civil Service Commission; to be appointed to a fourth consecutive term in accordance with Chapter 143 requires 2/3 vote of the Commission. He does desire to continue to serve; there are no other applicants at the time of this posting.

"Notwithstanding Subsection (c)(5), the municipality's chief executive may reappoint a commission member to consecutive terms. A commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of the municipality's governing body."

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature
Resolution

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

Aida Vega	Created/Initiated
Veronica Ramirez	Approved
Mike Perez	Final Approval

City Manager Comments:
Appoint.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Board Appointments, Roster Board Civil Service Commission, Bloomquist - letter, Resolution 2018-01

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	deisgnated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Oridnance						X					5		2yr				Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		reg interval	X	Art IX Sec 280-283	CC
Ambulance Advisory Board											7	4	2yr		min. 3 mths		Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*				3/year		Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr						3	2	st3yr	3*	72hr notice		Ch 143	appt by Chief Exec, confirm by CC
Economic Development Corporation	X	X	X					X		X	7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee											7	3	3yr		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
Weslaco Health Facilities Development Corporation											3+		6 yrs				Art 1528j, Vernons 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 ATTENDANCE POLICY FOR SERVICE ON CITY OF WESLACO BOARDS, COMMISSIONS, AUTHORITIES AND COMMITTEES**
COUNTY OF HIDALGO	**§**	
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:

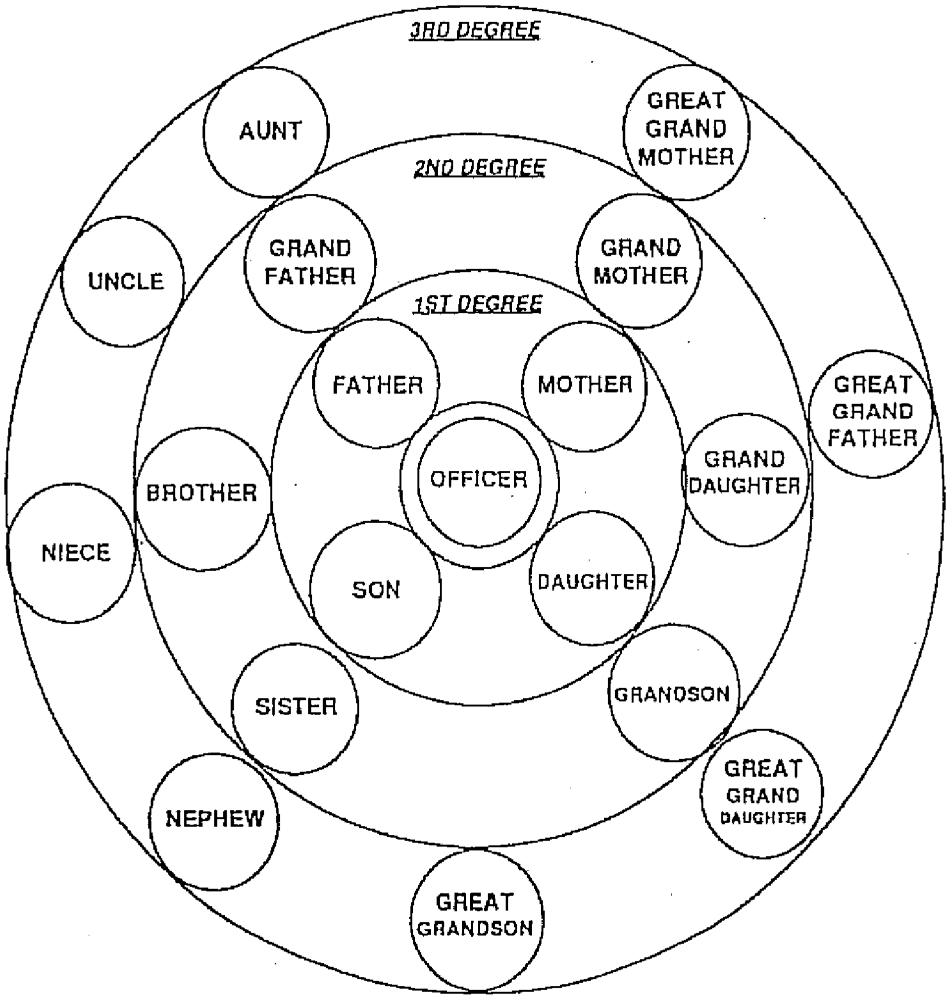
wcc 12/2/14

Rebekah de la Fuente, **INTERIM CITY SECRETARY**

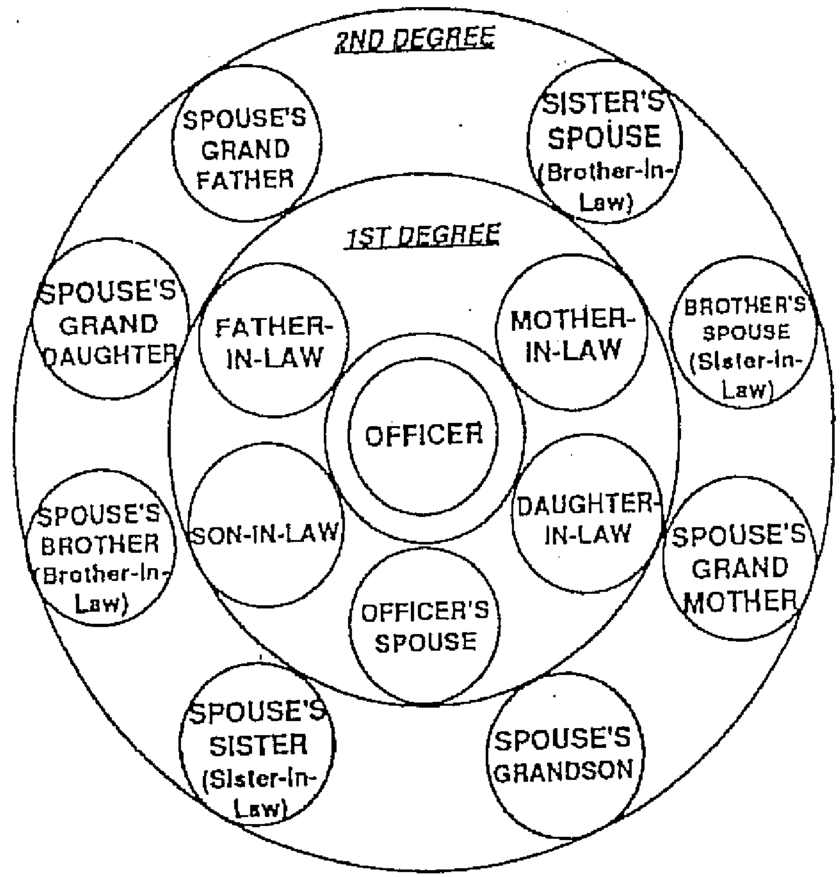
APPROVED AS TO FORM:

Frank Garza, **INTERIM CITY ATTORNEY**

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

CIVIL SERVICE COMMISSION

TERM	NAME	APPOINTED	EXPIRE
1	Blanca Munoz	10/20/2010	10/20/2018
0	Griselda Martinez	6/20/2016	6/20/2019
2	Kevin Bloomquist	2/17/2009	2/17/2018

RESOLUTION NO. 2018-01

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE WESLACO CIVIL SERVICE COMMISSION.

WHEREAS, the City of Weslaco has established the Weslaco Civil Service Commission pursuant to Chapter 143 of The Texas Local Government Code; and

WHEREAS, the terms of the members of this board are for 3 years; and

WHEREAS, the Civil Service Board members shall serve without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT it consents to the appointment of ____________ on the Civil Service Board and the term will begin on ________________, 2018 and expires on _______________, 20__.

PASSED AND APPROVED on this 2nd day of January 2018.

.

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: January 2, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1432

From:
Martin Mata

Subject:
Discussion and consideration to extend the service agreement with SmartCom Telephone, as the vendor for internet access within the Library's ERate Year 2018-2019 funding cycle, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.)

Background:
As part of the ERate grant award process the library would like to extend the service agreement from the original agreement for internet services. The library is very satisfied with its internet services and would like to remain with SmartCom. The City is only responsible for approximately 10% of cost. The ERate grant covers the remainder. The library approves of all terms and conditions of the original agreement. The terms will remain unchanged for an additional twelve (12) month period, beginning July 1, 2018 and ending June 30, 2019 (as per ERate calendar cycle). The library has been successfully awarded with E-rate for over 10 years and the program has provided more than a million dollars' worth of discounts for internet services, equipment, telephone services, and more. The library was granted permission to apply for the grant within the regular meeting on 10/17/17.

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:
N/A

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:
N/A

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
The Library Board recommends approval.

Martin Mata	Created/Initiated
Arnold Becho	Approved
IT Admin	Approved
Mary Barrera	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Library staff recommends SmartCom Telephone as the vendor for internet access services.

Attachments, if any:
SmartCom Telephone Service Agreement Extension ERate Funding Year 18, Memo - Request to renew internet service with Smartcom

Responsibilities upon Approval:
The Library and the City Secretary's office will assist the Mayor in executing the extension of the contract. The contract will then be implemented by the Library and the IT department.

Smartcom Telephone, LLC – SPIN #: 143020929

Service Agreement Extension E-Rate Funding Year 18

THIS EXTENSION OF AGREEMENT ("Extension") is made this ____ day of ______, 2017, for the purpose of extending the contract known as E-Rate Funding Year 17 Acceptance and Service Agreement dated March 7, 2017 ("Original Contract") between SmartCom Telephone, LLC (hereinafter referred to as "Smartcom") address at 600 Ash Ave., McAllen, TX 78501 and Mayor Joe V. Sanchez Public Library, (hereinafter referred to as "McAllen Public Library"), address at 525 S. Kansas Avenue, Weslaco, Texas 78596 (the "Parties").

1. The Original Agreement for Internet Access Services which is attached hereto as a part of the Extension, is described below and will end on June 30, 2018.

2. The Parties agree to extend the Original Agreement for an additional twelve (12) month period, which will begin July 1, 2018 and will end on June 30, 2019.

3. This new Extension binds and benefits both Parties. This document, including the attached Original Agreement, is the entire agreement between the Parties.

All other terms and conditions of the Original Agreement remain unchanged.

SmartCom Telephone LLC 600 Ash Avenue McAllen, Texas 78501	Mayor Joe V. Sanchez Public Library 525 S. Kansas Avenue Weslaco, Texas 78596
______________________________ (Signature)	______________________________ (Signature)
_Alan Yoder_____________________ (Printed Name)	______________________________ (Printed Name)
600 Ash Avenue, McAllen, Texas 78501 (Address)	______________________________ (Address)
Dated: December 18, 2017	Dated: _______________, 20____

SmartCom Telephone The SMART choice in Telephone & Data Services

Contract No: MJSLIB-17-C-0002

RFP #2016-17-12
PROPOSAL ACCEPTANCE AND AGREEMENT

THIS AGREEMENT is entered into by and between Mayor Joe V. Sanchez Public Library ("customer") address at 525 South Kansas Avenue, Weslaco, Texas 78596 and Smartcom Telephone, LLC. ("Smartcom") address at 600 Ash Avenue, McAllen, Texas 78501, for the purpose of establishing the terms and conditions under which Smartcom will provide Internet Access Services. Smartcom reserves the right to refuse service.

SERVICE TO BE PROVIDED. Smartcom, under the terms of this agreement will provide to Customer Internet Access Services as listed under Services below:

Services	Location Name	Address	Total Monthly
Internet Access 500Mbps	Mayor Joe V. Sanchez Public Library	255 S Kansas Ave., Weslaco, TX 78596	$1275.00

Plus applicable regulatory fees and surcharges

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of twelve (12) months, commencing on July 1, 2017 through June 30, 2018 with a voluntary extension for two (2) additional twelve (12) month terms, unless notification is given in writing of the CUSTOMER's decision prior to expiration of the initial term. Otherwise, if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

CHANGES TO SERVICE. A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

PAYMENT SCHEDULE. At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by Smartcom shall remain the property of Smartcom. Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location.

Monthly service charges are due and payable upon receipt of statement. Failure to pay monthly service charges shall give Smartcom the right, without liability, to temporarily disconnect service. To restore service will require payment of any unpaid balance and a reconnect charge. The charge for reconnecting is $50.00 per site. If service is not restored within ten (10) calendar days, the service will be permanently disconnected. To restore service after permanent disconnect, pre-payment of full unpaid balance, early termination charge, and new installation charges will apply.

RETURNED CHECKS: A returned check will be considered non-payment of the account. A $35.00 processing fee will be charged on all returned checks.

APPROPRIATE USE. Appropriate use of Smartcom's Services. Customer agrees to maintain all passwords as private and confidential information. Customer agrees to use its Smartcom account in a way that conforms to all applicable laws and regulations. Customer understands that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings (Spam) and advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for Smartcom, and would be a likely cause for the termination of Customer's account. Customer specifically agrees not to make any attempt to gain unauthorized access to any other systems or networks. Customer agrees to abide by Smartcom's Subscriber Acceptable Use Policy.

Revised 01/2013

Customer's Initials: _____

INTERNET CONTENT. Customer understands that the information available through Smartcom or interconnecting networks may not be accurate, including the content displayed on the Smartcom Desktop. Customer understands that the some of the information available through Smartcom or interconnecting networks may be intended for adult audiences. Any filtering of internet content will be the sole responsibility of Customer.

SECURITY POLICY. Customer understands that internetworking communications are not secure, and may be subject to interception or loss. Smartcom makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the use of its Smartcom network. Customer understands that the use of its Smartcom account, and any data or information accessed using that account, will be completely at its own risk. Customer is responsible for its network security. Smartcom will not be liable for damages arising out of unauthorized access to Customer's network.

CUSTOMER PROVIDED EQUIPMENT (CPE). Smartcom is not responsible for equipment purchased/installed by Customer. Smartcom will not work on, or open any Customer-owned or personal computers. Any equipment purchased from Smartcom becomes Customer Provided Equipment (CPE) upon installation.

INSTALLATION. Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. Smartcom will provide/install the service to the Demarc, Intermediate Distribution Facility (IDF), Main Distribution Facility (MDF) or Customer designated area at the Customer's premises at the Customer's request. Customer will provide, or through a third party vendor, inside wiring and jack work.

Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a $45.00 "no show" fee and rescheduling may result in a delay of service.

SERVICE DELIVERY. Actual data transmission or throughput may be lower due to Internet congestion, data filters, server or router speeds, protocol overheads, and other factors which Smartcom cannot control.

SERVICE CALLS. If Smartcom is called to the Customer site and it is determined that the problem is other than the Smartcom network or Smartcom-Provided interface device, a service fee of $65 will be charged for the first hour or any fraction thereof, and $25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

DELAY. Smartcom will not be liable for any delay in the delivery or installation of any service or for any damages suffered by Customer by reason of such delay is directly or indirectly caused by, or any manner arises from transportation delays or any other cause beyond the control of Smartcom.

CONSEQUENTIAL DAMAGES. Smartcom is not responsible for any consequential damages resulting from failure of or suspension of services.

EARLY TERMINATION. **Cancellation/termination before the end of the initial term period will be subject to a termination liability charge equal to 50% of the remaining balance of the contract. Additional charges may apply based upon the type of services.**

NON-APPROPRIATIONS. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this

600 Ash Ave - McAllen, TX 78501 • (956) 687-7070 • (956) 213-1203 (fax)

Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

ATTORNEY'S FEES. If either party commences an action against the other party to force the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, reasonable attorney's fees and cost of suit.

SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

NO IMPLIED WARRANTIES. The customer acknowledges that the services of the company are of such a nature that the services can be interrupted for many reasons other than the negligence of Smartcom, and that damages resulting from any interruption of the services are difficult to ascertain. Therefore, the customer agrees that Smartcom shall not be liable for any damages arising from the customer's use of the system or the services. Smartcom makes no warranties of any kind, express or implied, with respect to the system or the services. Smartcom disclaims any warrant of merchantability, fitness for a particular purpose, or non-infringement with respect to the system and the services. Smartcom shall not be liable to the user, or to any third party, for any loss or damage as a result of the use of the system or the services. This includes but is not limited to the loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions, whether caused by Smartcom's own negligence, errors, omissions or otherwise.

The liability of Smartcom for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be offset against charges billed during the next month. Additional limitations on liability can be found in Smartcom's current End-User tariff on file with the Public Utility Commission of Texas.

FORCE MAJEUR: Smartcom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

Revised 01/2013

Customer's Initials: LG

VENUE. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Hidalgo County, Texas shall be the exclusive jurisdiction and legal venue for said action This Agreement shall be construed according to the laws of the State of Texas.

EXECUTED this 7th day of March 2017.

Customer Signature	*Smartcom Telephone, LLC. Signature*
David Suarez WCC 03/07/17	Alan Yoder
Printed Name	*Printed Name*
255 S. Kansas Ave.	600 Ash Avenue
Billing Address	*Address*
Weslaco TX 78596	McAllen TX 78501
City *State* *Zip Code*	*City* *State* *Zip Code*
956.968.3181	956-687-7070
Billing Telephone Number	*Telephone*

Customer's Initials:

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows, please select Invoice Method:

☐ Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to SMARTCOM complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN') being submitted on that Form 472. SMARTCOM cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, SMARTCOM will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

☐ Service Provider Invoice form - ("SPI") – Form 474:

After SMARTCOM has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, SMARTCOM will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any SMARTCOM or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by SMARTCOM associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

SO AGREED by the Parties' respective authorized signatories:

Customer: Mayor Joe V. Sanchez Public Library	**Smartcom Telephone, LLC.** ("SMARTCOM")
Signature:	*Signature:*
Print Name: David Suarez WCC 03/07/17	Print Name: Alan Yoder
Title: MAYOR	Title: President
Date: 3/07/2017	Date: 02/13/2017

PROPOSAL ACCEPTANCE AND AGREEMENT SIGNED ON ____________ ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by Smartcom Telephone, LLC. ("Smartcom") and Mayor Joe V. Sanchez Public Library ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from SMARTCOM of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of SMARTCOM's failure to comply with the E-Rate requirements), then Customer shall reimburse SMARTCOM for any such funds SMARTCOM must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.

2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. SMARTCOM makes no representations or warranties regarding such eligibility.

3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. SMARTCOM will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.

4. Requested Information. If requested, Customer will promptly provide SMARTCOM with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS SMARTCOM TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL SMARTCOM RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD SMARTCOM will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after SMARTCOM receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. SMARTCOM will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES SMARTCOM TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

December 20, 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, Maria Barrera, Homer Rhodes, Rogelio Martinez, Maricarmen Garcia
Fr: Arnoldo Becho, Library Director
Re: Authorization to Accept Smartcom as the Vendor for Internet Services

The library annually participates in the ERate program which provides an approximately 80% to 90% discount for various technology services and equipment. As part of the ERate grant award process the library would like to extend the service agreement from the original agreement for internet services.

The library is very satisfied with its internet services and would like to remain with SmartCom. They typically have the lowest price estimate and have always had the best service among local providers. Smartcom's internet service will average approximately $130 per month (including the discount provided by ERate funding). The terms will remain unchanged for an additional twelve (12) month period, beginning July 1, 2018 and ending June 30, 2018 (as per ERate calendar cycle).

The library has had excellent experiences with Smartcom in the past. Smartcom has always provided excellent customer service, superior response time, and very little downtime. The city contribution for this project will come from within this year's and next year's budget because the term is from July 2018 to June 2019. We will not require any budget amendment or additional funds.

The library has been a successful partner with E-rate for over 10 years. The program has provided millions in cost savings and we look forward to seeing the partnership continue. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

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

Standardized Agenda Request Form

Date of Meeting:
January 2, 2018

Agenda Item No. (to be assigned by CSO)**:**
2017-1433

From:
Mardoqueo Hinojosa

Subject:
Discussion and consideration to reject bids received and authorize the request for bids for RFB 2017-18-03 Roadway Striping Project - 18th Street to US Business 83 and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

Background:
Staff has identified project to continue looping Bike Lanes within the City. 18th Street will accommodate Bike lanes between Bridge Avenue and Border Avenue, which will tie-in to existing reach Westgate Drive. Bridge Avenue will extend from existing lanes on 6th Street and extend to 18th Street. Additional features will be incorporated into this project such as lighted stop signs at the intersection of Bridge Avenue and 18th Street. Signage features will be performed with City labor while only purchasing materials. A total of two (2) bids were received.

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
Mike Perez	Final Approval

City Manager Comments:
Reject as over budget and re-bid

Staff Recommendation:
Staff recommends to reject and rebid

Attachments, if any:

Responsibilities upon Approval:
Staff will execute all necessary documentation for contract.

Standardized Agenda Request Form

Date of Meeting: January 2, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1451	
From:		
Subject: Discussion and consideration to ratify the Letter of Agreement for Ambulance (EMS) Services with the City of Mercedes. Possible action. (Staffed by Fire Department.)		
Background: Weslaco will provide ambulance service for the City of Mercedes for $5,000.00/week through January 10, 2018.		
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.		
Staff Recommendation:		
Attachments, if any: Letter of Agreement		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"

CITY ON THE GROW
CITY OF WESLACO

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

December 21, 2017

Mr. Sergio Zavala
Assistant City Manager/Planning Director
City of Mercedes
400 S. Ohio Avenue
Mercedes, Texas 78570

RE: Letter of Agreement for Ambulance (EMS) Services

Dear Mr. Zavala,

The City of Weslaco is willing to provide Ambulance (EMS) services to the City of Mercedes until January 10, 2018 at a rate of $5,000 a week. That will cover two EMT's along with a City of Weslaco Ambulance. They will be based at the Mercedes Fire Station and will be manned 24/7. Should an additional ambulance be required, the City of Weslaco will dispatch an additional ambulance. Any revenue collected from billing of any services will go to the City of Weslaco. Cancellation of this agreement can be done at any time without cause with one weeks' notice by either party. If the agreement is cancelled at any time billing will be pro-rated based on the rate of $5,000 a week.

Billing will be done by the City of Weslaco every two weeks and made payable to the City of Weslaco. By signing below you agree on behalf of the City of Mercedes to the above terms.

Sincerely,

Mike R. Perez
City Manager

Agreed by:

Sergio Zavala, Assistant City Manager

12-22-17
Date

CC: Chief Antonio Lopez
Mary Barrera
Mayor David Suarez and City Commission