

**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, FEBRUARY 20, 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, February 20, 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. PUBLIC HEARING

- A. To solicit input on behalf of John Gunstream, requesting a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit at 623 W. Business Highway 83 also being Lot 5, Farm Tract 1507 West Tract Subdivision, Weslaco, Hidalgo County, Texas.

- B. To solicit input on behalf of John Gunstream, requesting a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit at 1302 N. Texas Boulevard also being Lot 3, Block 1, Wal-Mart Subdivision, Weslaco, Hidalgo County, Texas.

IV. **CONSENT AGENDA**

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

- A. Approval of the Minutes of the Regular Meeting on February 6, 2018.
(Staffed by City Secretary's Office.) Attachment
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2018-05 approving a four-way stop at the intersection of Frost Proof Drive and N. Trace Drive and authorize the Mayor to execute any related documents. (First Reading of Ordinance 2018-05 was held February 6, 2018; Staffed by Planning and Code Enforcement.) Attachment
- C. Approval of Resolution 2018-24 authorizing an application for the 2018-2019 Homeland Security Grant Program (HSGP) to purchase a drone capable of fire infrared for structure firefighting, search and rescue operations, and Hazard Materials Response in an amount not to exceed \$24,000.00 with no local match required and authorize the Mayor to execute any related documents. (Staffed by the Fire Department.) Attachment
- D. Approval of the renewal of the Advanced Education Consultant agreement with Armando A. Martinez for the Weslaco Fire Department Education program. (Staffed by Fire Department.) Attachment
- E. Approval of Memorandum of Understanding with University of Texas Rio Grande Valley for CERT training at UTRGV and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment
- F. Approval of a Memorandum of Understanding with the City of South Padre Island to provide Mobile Intensive Care Unit Ambulances March 15-17, 2018 and authorize the Mayor to execute any related documents. (Staffed by the Fire Department.) Attachment

- G. Approval of a Mid Valley Airport Hangar Lease Agreement with Paula Pesavento, Hangar E-4, and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment
- H. Approval of a Mid Valley Airport Ground Lease Agreements with Tenant John Garric, for Hangars W-23, W-27 and W-33 and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment
- I. Authorization to terminate a Mid Valley Ground Lease Agreement with Tenant Terry Barbee for Hangar W-21 and to approve a Mid Valley Airport Ground Lease Agreement with Tenant Debora Kay Reilly for Hangar W-21 and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment
- J. Approval to purchase nine (9) Police Ford Explorers at a cost of \$475,435.03 from Buy Board Vendors Caldwell Country Ford/Fleet Safety Equipment, Inc and authorize the Mayor to execute any related documents. (Staffed by the Police Department.) Attachment
- K. Approval of the 6-month extension for Pleasant View Village Subdivision, being a 8.55 acres tract out of Farm Tract 709, Block 136, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located along the East right-of-way of Pleasant Village Drive and about 1250 feet South of the U.S. Business Highway 83. (Staffed by the Planning and Code Enforcement Department.) Attachment
- L. Authorization to place a banner across Texas Boulevard and across Westgate Avenue on behalf of the Weslaco Independent School District to promote Pre-K enrollment mid-March through mid-April and mid-July through mid-August 2018 and authorize the Mayor to execute any related documents that may be required by the Texas Department of Transportation. (Requested by Weslaco independent School District.)
- M. Acceptance of the 2017 Racial Profiling Report compiled by the Weslaco Police Department as required by the Texas Code of Criminal Procedure Article 2.132.2. (Staffed by Police Department.) Attachment

V. APPOINTMENTS

- A. Discussion and consideration to approve Resolution 2018-04 appointing one member to expired term on the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.)

Attachment

- B. Discussion and consideration to approve Resolution 2018-05 appointing one member to an expired term on the Parks and Recreation Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Parks and Recreation Department.) Attachment
- C. Discussion and consideration to accept the resignation of Joel Nava from the Weslaco 100 Committee and approve Resolution 2018-25 appointing one member to that unexpired term and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Museum.) Attachment

VI. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of John Gunstream to approve a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit at 623 W. Business Highway 83 also being Lot 5, Farm Tract 1507 West Tract Subdivision, Weslaco, Hidalgo County, Texas. Possible action. (Staffed by the Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration after public hearing on behalf of John Gunstream to approve a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit at 1302 N. Texas Boulevard also being Lot 3, Block 1, Wal-Mart Subdivision, Weslaco, Hidalgo County, Texas. Possible action. (Staffed by the Planning and Code Enforcement Department.) Attachment
- C. Discussion and consideration to approve Ordinance 2018-07, amending Ordinance 200 and Ordinance 1998-09, Codified as Chapter 134- Traffic Ordinance, adopting new regulations and ordaining other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. First reading of Ordinance 2018-07. Possible action. (Staffed by the Planning and Code Enforcement Department.) Attachment
- D. Discussion and consideration to approve an interlocal agreement with the Weslaco Independent School District for the paving of certain school parking lots and authorize the Mayor to execute any related documents. Possible action. (Requested by Weslaco Independent School District.)
- E. Discussion and consideration on City Cemetery burial requirements. (Staffed by Parks and Recreation Department.)

- F. Discussion and consideration to submit a Letter of Application to the Department of Customs and Border Protection for additional inspection services at the Mid Valley Airport Customs Facility and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.) Attachment
- G. Discussion and consideration to approve the Fiscal Year 2017-2018 Proposed Street Improvement Project and authorize the Mayor to execute any related documents. Possible action. (Approved the top five on December 19, 2017; Staffed by Public Works.) Attachment
- H. Discussion and consideration to award the rehabilitation/repair of manholes based on Request For Bids No. 2017-18-06 to the most advantageous bidder, O.M.T. Utilities, in the combined cost not to exceed \$71,150.00, authorize a budget amendment as appropriate, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.) Attachment
- I. Discussion and consideration to approve a Professional Services Agreement with Montalvo Insurance Agency for Loss Control and Risk Management Services related to Workers Compensation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources.) Attachment

VII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- B. Personnel - Discussion with the City Manager regarding the Police Chief applicants and develop a short-list as authorized by §551.074 of the Texas Government Code.
- C. Legal Consultation - Seek City Attorney opinion relating to the mediation with CDM as authorized by §551.071 of the Texas Government Code.
- D. Economic Development – Consultation with City Attorney regarding Economic Development 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 Airport Property Development as authorized by Section 551.087 of the Texas Government Code.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 16th day of February, 2018 at 6:10 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:



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1476	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker		Created/Initiated	
Elizabeth Walker		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Steven Wagenknecht, Abiding Savior Lutheran Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission updated 2017 election			

Responsibilities upon Approval:

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1530
From: Mardoqueo Hinojosa		
Subject: To solicit input on behalf of John Gunstream, requesting a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit at 623 W. Business Highway 83 also being Lot 5, Farm Tract 1507 West Tract Subdivision, Weslaco, Hidalgo County, Texas.		
Background: The applicant is requesting a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit. Nine (9) property owners within 200 feet of the applicant's property were notified by letter on January 26, 2018.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Public Hearing		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the public hearing appeared on The Monitor on January 22, 2018.		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on February 7, 2018.		
Minda Hernandez Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve solicitation of public comments.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any:		
Responsibilities upon Approval: Staff will notify applicants.		



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1531
From: Mardoqueo Hinojosa		
Subject: To solicit input on behalf of John Gunstream, requesting a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit at 1302 N. Texas Boulevard also being Lot 3, Block 1, Wal-Mart Subdivision, Weslaco, Hidalgo County, Texas.		
Background: The applicant is requesting a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit. Thirteen (13) property owners within 200 feet of the applicant's property were notified by letter on January 26, 2018		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Public Hearing		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the public hearing appeared on The Monitor on January 22, 2018.		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on February 6, 2018.		
Minda Hernandez Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve solicitation of public comments.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any:		
Responsibilities upon Approval: Staff will notify applicant.		



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1481	
From:			
Subject: Approval of the Minutes of the Regular Meeting on February 6, 2018. (Staffed by City Secretary's Office.) Attachment.			
Background: Record of commission action for the regular meeting of February 6, 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		Created/Initiated	
Elizabeth Walker		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approve.			
Attachments, if any: 18-02-06minutes			
Responsibilities upon Approval: Execute and retain.			



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, FEBRUARY 6, 2018**

On Tuesday, February 6, 2018, at 5:37 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	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; Juan Salas, Information Technology; Tony Lopez, Fire Chief; Robert de la Cerda, Interim Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Arnold Becho, Library Director; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, February 2, 2018.

B. Invocation.

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

C. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

Mayor Suarez recognized Pastor Stephen Parker on his tenth anniversary with First Baptist Church and his leadership and dedication to the community including a warming shelter at First Baptist Church.

E. Roll Call.

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

II. PUBLIC COMMENTS

Gail Weigel Ortiz voiced her concern on apparent lack of compliance with the restrictions identified in a letter for the conditional use permit issued at 610 W 13th Street.

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 as follows:

- 1) Regular Meeting on January 16, 2018;
- 2) Special Meeting on January 25, 2018;
- 3) Special Meeting on January 30, 2018. (Staffed by City Secretary's Office.)

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

1) Ordinance 2018-01 rezoning 2929 W. Expressway 83, also being Lot 1, Grover Commercial Plaza, Phase I, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to B-2 Secondary and Highway Business District and authorize the Mayor to execute any related documents. (First reading of Ordinance 2018-01 held January 16, 2018; Staffed by Planning and Code Enforcement Department.)

2) Ordinance 2018-03 authorizing a budget amendment as appropriate to purchase property on Westgate Drive for drainage improvements in an amount of \$150,000 and authorize the Mayor to execute any related documents. (First reading of Ordinance 2018-03 held January 16, 2018; Staffed by Finance Department.)

3) Ordinance 2018-04 amending Ordinance 1990-31 Animal Control Ordinance providing regulations on animal impoundment identified as nuisance situations and authorize the Mayor to execute any related documents. (First reading of Ordinance 2018-04 held January 16, 2018; Staffed by Planning and Code Enforcement Department.)

C. Approval of the renewal of the lease agreement with Weslaco Softball/Baseball League and approve the use of the Softball/Baseball Field 1, 2 and 3 and Concession Stand at Mayor Pablo G. Peña City Park effective February 1, 2018 through July 31, 2018 and authorize the Mayor to execute any related documents. (Requested by Weslaco Softball/Baseball League.)

D. Approval of the renewal of the lease agreement with Mid Valley Youth Soccer League for use of Pablo G. Pena City Park soccer fields and authorize the Mayor to execute any related documents. (Requested by Mid Valley Youth Soccer League.)

E. Approval of the renewal of the lease agreement with Weslaco Little League for use of Isaac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands and Harlon Block/Sports Complex Field #1, Field #2 and Concession Stands effective February 1, 2018 through July 31, 2018 and authorize the Mayor to execute any related documents. (Requested by Weslaco Little League.)

F. Approval of the renewal of the 7th Annual “Movies at the Park” at Mayor Pablo G. Peña City Park located at 300 N. Airport Drive for the 2018 season and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation.)

G. Authorization to solicit bids for water line and irrigation line for Weslaco North Fire Station Subdivision. (Staffed by Planning and Code Enforcement.)

H. Acceptance of check for \$111,900.00, on behalf of Pat Serquina, for the repairs of parking garage located near the intersection of Third Street and Missouri Avenue and authorize Mayor to execute any related documents. (Staffed by Planning and Code Enforcement.)

I. Authorization to advertise for repairs to the parking garage at the Villa de Cortez. (Staffed by Planning and Code Enforcement.)

J. Acceptance of grant award number 3357201 from the Office of the Governor State Homeland Security Program in an amount of \$60,222.48 to purchase Special Response Team gear and equipment and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

K. Approval of the Memorandum of Understanding between the constituent agencies of the Texas Anti-gang (TAG) Center - Rio Grande Valley and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

L. Approval of Resolution 2018-06 authorizing to apply for the 2018-2019 Justice Assistance Grant Program (Grant #3526101) to purchase an evidence collection van in an amount not to exceed \$72,640.00 with no local match required and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

M. Authorization of the allocation of \$450,000.00 from Capital Outlay 2018 adopted budget and an amount not to exceed \$30,000.00 from Asset Forfeiture for the purchase of nine (9) police vehicles. (Staffed by the Police Department.)

N. Approval of Resolution 2018-07 authorizing to apply for the 2018-2019 State Homeland Security Program LETPA Grant (Grant #3538301) to purchase a high-risk warrant vehicle in an amount not to exceed \$88,950.00 with no local match requirement and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

O. Approval of Resolution 2018-08 authorizing to apply for the 2018 State Homeland Security Program - Regular Projects to purchase twelve (12) portable radios and related equipment in an amount not to exceed \$55,755.58 with no local match required and authorize the Mayor to execute any related documents. (Staffed by the Weslaco Police Department.)

P. Approval of Resolution 2018-09 authorizing to apply for the 2018 Office of the Governor Criminal Justice Division Body-Worn Camera Program to purchase two (2) body worn cameras and related equipment in an amount not to exceed \$12,485.00 with a 20% local match required and authorize the Mayor to execute any related documents. (Staffed by the Weslaco Police Department.)

Q. Approval of the renewal of the third year of a three-year Microsoft Enterprise Agreement previously approved by City Commission on January 19, 2016 for Microsoft products, including server, desktop software and email services, in an amount not to exceed \$73,000.00 and authorize the Mayor to execute any related documents. (Staffed by Information Technology Department.)

R. Approval of an expenditure of \$7,500.00 of the Marion Booth Endowment for mobile hotspots, additions to the library collection, and furniture improvements within the Mayor Joe V. Sanchez Public Library. (Staffed by the Library Department.)

Commissioner Kerr, seconded by Mayor Pro Tem Tafolla, moved to approve consent agenda as presented withholding agenda items E, H, I, M and P. The motion carried unanimously; Mayor Suarez was present and voting.

E. Approval of the renewal of the lease agreement with Weslaco Little League for use of Isaac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands and Harlon Block/Sports Complex Field #1, Field #2 and Concession Stands effective February 1, 2018 through July 31, 2018 and authorize the Mayor to execute any related documents. (Requested by Weslaco Little League.)

Commissioner Kerr abstained from vote and discussion noting he is a member of the board.

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to approve the lease agreement with Weslaco Little League for use of Isaac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands and Harlon Block/Sports Complex Field #1, Field #2 and Concession Stands effective February 1, 2018 through July 31, 2018 as presented. The motion carried with Commissioner Kerr abstaining; Mayor Suarez was present and voting.

H. Acceptance of check for \$111,900.00, on behalf of Pat Serquina, for the repairs of parking garage located near the intersection of Third Street and Missouri Avenue and authorize Mayor to execute any related documents. (Staffed by Planning and Code Enforcement.)

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

In response to Commissioner Muñoz, Mardoqueo Hinojosa, City Engineer/Director of Planning and Code Enforcement, stated all the necessary repairs including street repairs, had been included in the damage estimate. Two quotes were received and in the next item staff requests to advertise

for bids outlining scope of repairs; the Commission may take no action on this item until the bid is awarded.

Mayor Pro Tem Tafolla withdrew his motion. There was no action on this item.

I. Authorization to advertise for repairs to the parking garage at the Villa de Cortez. (Staffed by Planning and Code Enforcement.)

In response to Mayor Pro Tem Tafolla, Mardoqueo Hinojosa stated staff is requesting to advertise for repairs; timeline would be six weeks to bring back to the Commission for award. Commissioner Muñoz recommended the notice include cost of a buffer element.

Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza, moved to approve to advertise for repairs to the parking garage at the Villa de Cortez as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Authorization of the allocation of \$450,000.00 from Capital Outlay 2018 adopted budget and an amount not to exceed \$30,000.00 from Asset Forfeiture for the purchase of nine (9) police vehicles. (Staffed by the Police Department.)

In response to Commissioner Muñoz, Interim Chief of Police Robert De la Cerda stated staff is seeking authorization to apply forfeiture funds in the amount of \$30,000.00 towards the purchase of fully-equipped vehicles in addition to the \$450,000.00 that had been allocated in the Capital Outlay budget.

Commissioner Kerr, seconded by Mayor Pro Tem Tafolla, moved to approve the allocation of \$450,000.00 from Capital Outlay 2018 adopted budget and an amount not to exceed \$30,000.00 from Asset Forfeiture as presented. The motion carried unanimously; Mayor Suarez was present and voting.

P. Approval of Resolution 2018-09 authorizing to apply for the 2018 Office of the Governor Criminal Justice Division Body-Worn Camera Program to purchase two (2) body worn cameras and related equipment in an amount not to exceed \$12,485.00 with a 20% local match required and authorize the Mayor to execute any related documents. (Staffed by the Weslaco Police Department.)

In response to Mayor Pro Tem Tafolla, currently there are no body cameras worn in the department; this grant would be for two cameras for the motorcycle division since they are not equipped with cameras on the vehicles. The grant is for \$12,000 with a \$2,000 cost match.

Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza, moved to approve Resolution 2018-09 authorizing to apply for the 2018 Office of the Governor Criminal Justice Division Body-Worn Camera Program to purchase two (2) body worn cameras and related equipment in an amount not to exceed \$12,485.00 with a 20% local match required. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the ordinances are as follows:

ORDINANCE NO. 2018-01

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 2929 W. EXPRESSWAY 83 ALSO BEING LOT 1 AND COMMON AREA, GROVER COMMERCIAL PLAZA SUBDIVISION PHASE 1, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING TO B-2 SECONDARY HIGHWAY BUSINESS DISTRICT.

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

SECTION I: R-1 One Family Dwelling District to B-2 Secondary Highway Business District being Lot 1 and Common Area, Grover Commercial Plaza Subdivision Phase 1, also being 2929 W. Expressway 83, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 16th day of January 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day February

ORDINANCE 2018-03

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 16th day of January 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day of February 2018.

ORDINANCE 2018-04

AN ORDINANCE AMENDING ORDINANCE NUMBER 1990-31, THE CITY OF WESLACO ANIMAL CONTROL ORDINANCE; CODIFIED AS ARTICLE II OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance 1990-31 passed and approved on December 18, 1990 as “Animal Control Ordinance” and Codified as Article II of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the amended Animal Control ordinance sections will be adopted and codified as Article II of the Weslaco Code of Ordinances and said Chapter shall read as follows:

ARTICLE II ANIMAL CONTROL

SECTION 22-131- Removal

The local health authority “Health Official” may order any owner or person having care, control, or custody of any vicious animal or Animal causing a nuisance to take such animal permanently from the city. Such animal must be removed immediately following receipt of such an order, even if an appeal is initiated. This order may be appealed in writing within ten days to the city manager. The city manager may uphold, reverse or modify the animal as a condition to allowing the animal to remain in the city. If the city manager upholds the Health Official's order, the owner or person having care, control, or custody shall not bring the animal back inside the city limits.

DIVISION 6. - IMPOUNDMENT

SECTION 22-154. - Animals that may be impounded.

(8) Any animal causing a nuisance which its owners have been notified 3 times of the same offense within 12 months will get impounded 3 days and pay set fees.

(9) When offense is repeated for a 4th time within a 12-month period, animal will be relocated outside the City.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this this 16 day of January 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day of February 2018.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Elizabeth M. Walker, CITY SECRETARY

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

For the record, the resolutions are as follows:

RESOLUTION NO. 2018-06

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the Justice Assistance Grant Program – Weslaco PD Evidence Vehicle Grant be operated for the fiscal year 2018; and

WHEREAS, The City of Weslaco agrees to provide required matching funds for the said project as required by the Office of the Governor Criminal Justice Division Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Justice Assistance Grant Program – Weslaco PD Evidence Vehicle Grant to the Office of the Governor.

Grant Number: 3526101

Passed and Approved this 6th day of February 2018.

RESOLUTION NO. 2018-07

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Texas, that the Weslaco High Risk Warrant Vehicle Grant be operated for the 2018; and

WHEREAS, The City of Weslaco agrees to provide applicable matching funds for the said project as required by the Homeland Security Grant Program grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Weslaco High Risk Warrant Vehicle Grant to the Office of the Governor.

Grant Number: 3538301

Passed and Approved this 6th day of February 2018.

RESOLUTION NO. 2018-08

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Texas, that the SHSP Regular Projects Weslaco Emergency Radios Grant be operated for the FY2018; and

WHEREAS, The City of Weslaco agrees to provide applicable matching funds for the said project as required by the Office of the Governor – Homeland Security Grants Division 2018 SHSP Regular Projects grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the SHSP Regular Projects Weslaco Emergency Radios Grant to the Office of the Governor.

Grant Number: 3538501

Passed and Approved this 6th day of February 2018.

RESOLUTION NO. 2018-09

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, that the Weslaco PD Motorcycle Unit Body Cameras be operated for the FY2018; and

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

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Weslaco PD Motorcycle Unit Body Cameras to the Office of the Governor.

Grant Number: 3526201

Passed and Approved this 6th day of February 2018.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:

/s/Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

/s/Juan E. Gonzalez, CITY ATTORNEY

IV. OLD BUSINESS

A. Discussion and consideration to approve on Second and Final Reading Ordinance 2018-02, amending Ordinance 320, Codified as Chapter 150 - Zoning Ordinance, adopting new regulations and ordaining other matters with respect to the subject matter hereof. Possible action. (First reading of Ordinance 2018-02 held January 16, 2018; Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated the ordinance includes solar farms, incorporates residency requirements for daycare centers in an R-1 zone with conditional use permit, adds bed and breakfast regulations, and requires non-conforming uses be inspected every six months instead of once a year. Staff recommends approval of second and final reading as presented.

Commissioner Kerr, seconded by Commissioner Muñoz, moved to approve on second and final Reading Ordinance 2018-02, amending Ordinance 320, Codified as Chapter 150 - Zoning Ordinance, adopting new regulations and ordaining other matters. The motion carried unanimously; Mayor Suarez was present and voting.

Following for the record, the ordinance is as follows:

ORDINANCE 2018-02

AN ORDINANCE REPEALING ORDINANCE NUMBER 320, THE CITY OF WESLACO ZONING ORDINANCE; CODIFIED AS CHAPTER 150 OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance 320 passed and approved on December 1, 1959 as "Zoning Ordinance" and Codified as Chapter 150 of the Weslaco Code of Ordinances is hereby repealed in its entirety.

SECTION II.

After second and final reading of this Ordinance the new zoning ordinance will be adopted and codified as Chapter 150 of the Weslaco Code of Ordinances and said Chapter shall read as follows:

CHAPTER 150 ZONING ORDINANCE

Sec. 150-1. - Purpose.

The zoning regulations and districts established by this chapter have been made in accordance with a comprehensive plan for the purpose of promoting health, safety, morals, and the general welfare of the city. They have been designed to lessen the congestion in the streets, to secure safety from fire, panic, or other dangers, to provide adequate light and air, to prevent the overcrowding of land, to avoid undue concentration of population, and to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements. They have been made with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city.

Sec. 150-2. - Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abutting means lying adjacent or contiguous along a common border.

Accessory building and use means a subordinate building or a portion of the main building, the use of which is incidental to that of the main building or to the main use of the premises.

Alley means a public or private thoroughfare which affords only a secondary means of access to property abutting thereon.

Apartment means a room or suite of rooms in a multiple dwelling, or in a building in which more than one living unit is established above or on the same floor as nonresidential uses, which room or suite is intended or designed for use as a residence by one family and which includes culinary accommodations.

Apartment house means a building or portion thereof used or designed as a residence for three or more families living independently of each other, and doing their own cooking in said building, including apartments and apartment hotels.

Assisted living facility means a facility that provides room and board and provides 24-hour care for elderly and handicapped individuals and has the appropriate license from the state.

Bar/Lounge means an establishment where alcoholic beverages are sold for on-premise consumption. (Note: an establishment that can prove it produces more than 50% of its gross income in sales of food items may be classified as a restaurant rather than a bar/lounge.)

Bed and breakfast(homestay) means a private owners occupied residence with one to four guestrooms. The bed and breakfast is subordinate and incidental to the main residential use of the building.

Bed and Breakfast (inn) means a privately owned residence operated primarily as a business with five to twenty guestrooms, where the owner may live on the premises.

Bed and Breakfast (short term rental) means a privately owned rental of a residential dwelling unit for periods of less than 31 consecutive days.

Boardinghouse means a building, other than a hotel, where, for compensation or by prearrangement for definite periods, meals or lodging and meals are provided for three or more persons, but not exceeding 20 persons.

Building means any structure designed or intended for the support, enclosure, shelter or protection of persons, animals, chattels, or property.

Clinic means an office or group of offices for one or more physicians, surgeons, or dentists engaged in treating the sick or injured, but not including rooms for the abiding of patients.

Day care center means a child care facility, as defined by the Texas Administrative Code, Title 40, Part 19, which provides care for more than 12 children for less than 24 hours per day.

District means a section of the city for which regulations governing the use of buildings and premises, the height of buildings, the size of yards, and the intensity of use are uniform.

Dwelling means any building or portion thereof which is designed and used exclusively for residential purposes.

Dwelling, multiple, means a building having accommodations for and occupied exclusively by more than two families.

Dwelling, single-family, means a building having accommodations for and occupied exclusively by one family.

Dwelling, two-family or duplex, means a building having accommodations for and occupied exclusively by two families.

Family means one or more persons occupying a premise and living as a single housekeeping unit as distinguished from a group occupying a boardinghouse, lodging house, or hotel.

Filling or service station means any building or premises used for the dispensing, sale, or offering for sale at retail of any automobile fuels or oils. When the dispensing, sale, or offering for sale is incidental to the conduct of a public garage or retail store, the premises are classified as a public garage or retail store.

Frontage means all the property on one side of a street between two intersecting streets (crossing or terminating), measured along the line of the street, or, if the street is dead-ended, then all the property abutting on one side between an intersecting street and the dead-end of the street.

Garage, private, means an accessory building or portion of the main use building, designed for or used for the housing of motor-driven vehicles which are the property of and for the private use of the occupants of the lot on which the private garage is located. Not more than one of the vehicles may be a commercial vehicle and of more than 1 ½ ton capacity.

Garage, public, means a building or portion thereof, other than a private garage, designed or used for equipping, repairing, hiring, servicing, selling, or storing motor-driven vehicles.

Grade means the following:

- (1) For buildings having walls adjoining one street only, the elevation of the sidewalk at the center of the wall adjoining the street.
- (2) For buildings having walls adjoining more than one street, the average of the elevation of the sidewalk at the center of all walls adjoining the streets.
- (3) For buildings having no wall adjoining the street, the average level of the finished surface of the ground adjacent to the exterior walls of the building.

Any wall approximately parallel to and not more than five feet from the street line shall be considered as adjoining the street. Where no sidewalk exists, the grade shall be established by the city building inspector.

Guesthouse means an accessory building designed for the temporary occupancy of guest of the primary dwelling for which there is no remuneration. "Maids' quarters" means a portion of a dwelling unit, within the same enclosure and not a separate accessory building attached to the primary building that may contain separate sanitary facilities and must have shared utility meters, which is designed for or used for residential occupancy by an employee/relative of the primary residence.

Height of building means the vertical distance from the grade to the highest point of the coping of a flat roof, to the deck line of a mansard roof, or the mean height level between the eaves and ridge for a gable, hip and gambrel roofs.

Home occupation means any occupation or profession engaged in by the occupants of a dwelling not involving the conduct of a retail business, and not including any occupation conducted in any building on the premises except the building which is used by the occupant as his private dwelling. Home occupations shall include, in

general, personal services in an office environment such as furnished by an architect, lawyer, physician, dentist, musician, artist, and seamstress, when performed by the person occupying the building as his private dwelling, and not including a partnership or the employment of more than one assistant in the performance of such services.

Hospice facility means a facility that provides room and board and 24-hour care for terminally ill individuals and has the appropriate license from the state.

Hotel means a building in which lodging or board and lodging are provided and offered to the public for compensation and in which ingress and egress to and from all rooms is made through an inside lobby or office supervised by a person in charge at all hours. As such, it is open to the public in contradistinction to a boardinghouse or an apartment.

Improved Lots means a parcel of land that has been properly platted in accordance with City's Subdivision Ordinance and the Texas Local Government Code, the parcel of land also has access to certain basic required services (i.e. electricity, water, sanitary sewer or street access) necessary to utilize it for other purposes.

Lodging house means a building or place where lodging is provided (or which is equipped to provide lodging regularly) by prearrangement for definite periods, for compensation, for three or more persons in contradistinction to hotels open to transients.

Lot means a parcel of land occupied or intended for occupancy by a use permitted in this chapter, including one main building together with its accessory buildings, the open spaces and parking spaces required by this chapter, and having its principal frontage upon a street or upon an officially approved place.

Lot corner means a lot abutting upon two or more streets at their intersection.

Lot, depth of, means the mean horizontal distance between the front and rear lot lines.

Main building means the building or buildings on a lot which are occupied by the primary user.

Mobile home means a movable or portable dwelling constructed to be towed by a motor vehicle on its own chassis over state roads and highways under a special permit, or modular type units connected to utilities, and designed without a permanent foundation for year-round living. It may consist of one or more units that can be telescoped when towed and expanded later for additional capacity, or of two or more units separately towable but designed to be joined into one integral unit.

Mobile home subdivision means a unified development of single-family mobile home lots with or without units located on the lot for sale, lease or rental.

Nonconforming use means any building or land lawfully occupied by a use at the time of passage of the ordinance from which this article is derived or amendment thereto, which does not conform after the passage of the ordinance from which this article is derived or amendment thereto with the use regulations of the district in which it is situated. Any building or land will lose its nonconforming use if it has not been occupied for a period of six consecutive months or for a 18 months during any three-year period as determined by the planning department based on utility consumption.

Parking space means an area enclosed or unenclosed containing not less than 160 square feet, exclusive of the driveways connecting said space with a street or alley. Said parking space and connecting driveway shall be durably surfaced and so arranged to permit satisfactory ingress and egress of an automobile.

Personal services establishment means any establishment which perform services on the premises such as: Repair shops (watches, radios, TV, shoes, etc.), tailor shops, professional offices, dry cleaners, beauty parlors or barber shops, photographic studio, massage salon, nail salon and self-service laundries; and similar uses but not including automotive repair services and armature repair services.

Recreational vehicle means any of the following, while in use as a residence:

- 1) *Travel trailer.* A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational and vacation uses, permanently identified as a travel trailer by the manufacturer of the trailer and, when factory equipped for the road, it shall have a body width not exceeding state maximum.
- 2) *Pick-up coach.* A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation and vacation purposes.
- 3) *Motor home.* A portable, temporary dwelling to be used for travel, recreation and vacation purposes, constructed as an integral part of a self-propelled vehicle.
- 4) *Dependent trailer.* A trailer which is dependent upon a service building for toilet and lavatory facilities.
- 5) *Self-contained trailer.* A trailer which can operate independently of connections to sewer, water and electrical systems and containing a water flush toilet, lavatory, shower, and kitchen sink, all of which are connected to water storage and/or sewage holding tanks located within the trailer.

Recreational vehicle and/or mobile home park means a unified development of recreational vehicle and/or mobile home spaces arranged on a tract of land for the purpose of renting or leasing lots with or without units located on the space.

Setback means the distance between the property lot line and the outermost building wall or post/ column.

Story means that portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling next above it.

Street means a public thoroughfare which affords the principal means of access to abutting property.

Structural alteration means any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any complete rebuilding of the roof or the exterior walls.

Structure means anything constructed or erected, the use of which requires permanent location on the ground or to something having a permanent location on the ground, including, but not limited to, advertising signs, billboards, poster boards, and pergolas.

Temporary child housing means a shelter, emergency or transitional housing which provides temporary living accommodations for children. Temporary housing for children shall apply to children under the age of 13, unless they are disabled. Disabled children must be under the age of 18. The facility must be licensed, certified, or registered with the state. The facility must provide assessment, care, training, education, custody, treatment, or supervision of the children, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

Tourist court, auto court motel, or motor lodge means a group of attached, semidetached, or detached buildings containing individual sleeping or living units, designed for or used temporarily by automobile tourists or transients, with garage attached or parking space conveniently located to each unit and offering to the public daily as well as other longer term rental rates, and maintaining a register of guests and/or their vehicles.

Townhouse means a single-family dwelling unit constructed in a series, or a group of units having common walls, each on a separate lot.

Townhouse condominium means a single dwelling unit, meeting townhouse construction requirements, within which designated dwelling units are conveyed fee simple title, with an undivided interest in the building's common elements, to include, but not be limited to, parking spaces, common areas, and the land upon which the building is constructed.

Unimproved lot means a parcel of land that has not been properly platted in accordance with City's Subdivision Ordinance and the Texas Local Government Code, the parcel of land does not have certain basic required services (i.e. electricity, water, sanitary sewer or street access) necessary to utilize it for other purposes.

Yard means an open space on the same lot with a building, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard, or the depth of a rear yard, the horizontal distance between the property lot line and the main building shall be used.

Yard, front, means a yard extending across the front of a lot between the side yard lines, and being the minimum horizontal distance between the property lot line and the main building or any projections thereof other than the projection of the usual steps, unenclosed balconies, or open porch.

Yard, rear, means a yard extending across the rear of a lot, measured between the side lot lines, and being the minimum horizontal distance between the rear property lot line and the rear of the main building or any projections other than steps, unenclosed balconies or unenclosed porches. On corner lots the rear yard shall be considered as parallel to the street upon which the lot has its least dimension. On both corner lots and interior lots the rear yard shall in all cases be at the opposite end of a lot from the front yard.

Yard, side, means a yard between the main building and the side property lot line of the lot, and extending from the front lot line to the rear yard line.

Sec. 150-3. - Districts.

a) For the purpose of regulating and restricting the height and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, and other vacant spaces, the density of population, and the location and use of buildings, structures, and land for trade, industry, residents, or other purposes, the city is hereby divided into districts, of which there shall be nine classes in number, and one overlay district and which shall be known as:

- 1) R-1 One-family dwelling district.
- 2) R-2 Duplex and apartment district.
- 3) R-3 Rural district.
- 4) M-1 Mobile home subdivision district.
- 5) B-1 Neighborhood business district.
- 6) B-2 Secondary highway business district.
- 7) B-3 Central business district.
- 8) B-4 Neighborhood office district.
- 9) I Industrial district.

10) Overlay Design District

The boundaries of the districts described in subsection (a) of this section are shown on the map attached to the ordinance from which this chapter is derived and which is hereby made a part of this chapter, which is designated as the "Zoning District Map." Said district map and all notations, references, and other information shown thereon are made a part of this chapter and shall have the same force and effect as if said map and said data thereon were fully set forth or described herein. Said map shall, on its face, be identified and verified in the manner following:

- 11) It shall bear the title "Zoning District Map- Weslaco, Texas";
- 12) It shall bear the date with the passing of the ordinance from which this chapter is derived; and
- 13) It shall bear the name of the Director of Planning.

The original of said map shall be kept in a proper place in the municipal building.

- b) Whenever any street, alley, or other public way is lawfully vacated by the city commission, the zoning district adjoining each side of such street, alley, or public way shall be automatically extended to the center of such vacated area, and thereafter, all land included in said vacated area shall be subject to all applicable regulations of the extended districts.
- c) All territory hereafter annexed to the city shall be classified as R-1, one-family dwelling district, until permanently zoned by the city commission. The city planning and zoning commission shall, as soon as practicable, after annexation of any territory to the city, institute proceedings on its own motion to give the newly annexed territory permanent zoning, and the procedure to be followed shall be the same as is provided by law for the adoption of original zoning regulations.
- d) Except as hereinafter provided, the following shall apply to all zoning districts:
 - 1) No building shall be erected, converted, enlarged, reconstructed, or structurally altered, and no building or land shall be used for any purpose that is not permitted in the district in which the building or land is situated.
 - 2) No building shall be erected, converted, enlarged, reconstructed or structurally altered to exceed the height limit herein established for the district in which the building is situated.
 - 3) No building shall be erected, converted, enlarged, reconstructed or structurally altered except in conformity with the area and parking regulations of the district in which the building is situated.
 - 4) The minimum yards and other open spaces, including lot area per family, required by this chapter for each and every building existing at the time of the passage of the ordinance from which this chapter is derived, or for any building hereafter erected, shall not be encroached upon or considered as yard or open space requirements for any other building, nor shall any lot area be reduced to an area less than the district requirements of this chapter.
 - 5) Every building hereafter erected or structurally altered shall be on a lot, and in no case shall there be more than one main building on one lot except as otherwise provided in this chapter.
 - 6) Where setbacks have been established by the city commission on a plat of record, those setbacks shall be enforced even though not in compliance with the restrictions set forth in this chapter.

e) Classification of New and Unlisted Uses

It is recognized that new types of land uses will develop and forms of land use not anticipated may seek to locate in the City of Weslaco. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use shall be made as follows:

- 1) The Planning Director or duly appointed representative shall refer the question concerning any new or unlisted use to the City Planning and Zoning Commission requesting an interpretation as to the zoning classification into which the use should be placed. The referral of the use interpretation questions shall be accompanied by a statement of facts listing the nature of the use and whether it involves dwelling activity, sales, processing, type of products, storage, and amount or nature thereof, enclosed or open storage, anticipated employment, transportation requirements, the amount of noise, odor, fumes, dust, toxic material and vibration likely to be generated and the general requirements for public utilities such as water and sanitary sewer.
- 2) The City Planning and Zoning Commission shall consider the nature and described performance of the

proposed use and its compatibility with the uses permitted in the various districts and determine the zoning district or districts within which such use should be permitted.

- 3) The City Planning and Zoning Commission shall transmit its finding and recommendations to the City Commission as to the classification proposed for a new or unlisted use. The City Commission shall by ordinance approve the recommendation of the City Planning and Zoning Commission or make such determination concerning the classification of such use as is determined appropriate.

Sec. 150-4. - R-1 One-family dwelling district.

The following regulations shall apply to the R-1 one-family dwelling district:

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
 - a. Single-family dwellings.
 - b. Church (except temporary revival).
 - c. School, public or private, having a curriculum equal to a public elementary, high school, or institution of higher learning, subject to the prior issuance of a conditional use permit by the city commission in accordance with the procedures established in section 150-12.
 - d. Public parks, playgrounds, golf courses (except miniature golf), public recreation, and community buildings.
 - e. Municipal buildings, nonprofit libraries or museums, police and fire stations.
 - f. Farms, nurseries, truck gardens and greenhouses, provided no sales office is maintained.
 - g. Customary home occupations.
 - h. Accessory buildings and accessory uses, customarily incident to the uses listed in this section (not involving the conduct of a business), when located on the same lot, including a private garage for one or more cars not for rent or used for commercial purposes.
 - i. Signs: Signage shall be provided consistent with the requirements of Chapter 114.
 - j. A day care center shall be a conditionally permitted use in an R-1 district, subject to the prior issuance of a conditional use permit by the city commission in accordance with the procedures established in section 150-12.
- 2) *Height regulations.* No building shall exceed 2 ½ stories or 35 feet in height except as provided in section 150-12.
- 3) *Area regulations.*
 - a. *Front yard.* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be 25 feet. The minimum depth of such front yard located along a cul-de-sac shall be 20 feet.
 - b. *Sideways.* There shall be a side yard on each side of a building of not less than ten percent of the width of the lot, but such side yard shall not be less than five feet.
 - c. *Rear yard.* The depth of the rear yard shall be at least 20 percent of the depth of the lot, but such depth need not be more than 25 feet.
- 4) *Intensity of use.* Every lot or tract of land shall have an area of not less than 6,000 square feet and an average width of not less than 50 feet (cul-da-sac shall be measured at the length of the curve), except that if a lot or tract should have less area or width than is herein required and its boundary lines along their entire length should touch lands under other ownership on the effective date of the ordinance from which this chapter is derived and shall not have been changed since said date, such parcel of land may be used for a single-family dwelling.
- 5) *Lot Coverage.* In no case, shall more than sixty percent (60%) of the total lot area be covered by the combined area of the principal building and all accessory building/use or any other impervious surface such as asphalt or concrete. An exemption may be granted if constructed from brick pavers with a sand base.
- 6) *Additional use, height, and area regulations.* Additional height and area regulations and exceptions shall be as specified in section 150-12.
- 7) *Recreational Vehicles.* No recreational vehicles shall be occupied either temporarily or permanently within the city limits except in designated trailer camps or trailer parks. Recreational vehicles may be stored on a residential lot provided that:
 - a. It is not connected to any utility services,
 - b. Is less than 30 feet in length and in accordance with Section 134-143,
 - c. Is stored on a concrete, cement or asphalt pad
 - d. Is located behind the required front setback line

Sec. 150-5. - R-2 Duplex and apartment district.

The following regulations shall apply to the R-2 duplex and apartment district:

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
 - a. Any use permitted in the R-1 one-family dwelling district.
 - b. Townhomes, Townhouse condominiums, Two-family or duplex dwellings.
 - c. Apartment houses or multiple-family dwellings.
 - d. Boarding, lodging, and rooming houses.
 - e. Hospitals, except tubercular, liquor, narcotic, insane, feeble minded, or animal hospitals.
 - f. Private clubs, fraternities, sororities, and lodges, excepting those the chief activity of which is a service customarily carried on as a business.
 - g. Institution of a religious, educational or philanthropic nature.
 - h. An apartment house with a minimum of four family units may contain a self-service coin operated laundry so long as the use of said laundry is restricted by the apartment house owner or owners to use by the occupants of said apartment house, and is operated as a part of the apartment house and under the supervision of the owner or manager of the apartment house.
- 2) *Height regulations.* No building shall exceed 3 stories or 45 feet in height.
- 3) *Yard regulations.*
 - a. *Front yard.* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be 20 feet. For two-family, three-family and four-family dwellings on lots located on a cul-de-sac, the minimum depth of the front yard shall be 15 feet from the front lot line, for that part of the front lot line located on the cul-de-sac; except that the minimum front setback for garages located on lots located on a cul-de-sac shall be 20 feet. The minimum depth of such front yard for a townhome shall be 10 feet.
 - b. *Side yards.* There shall be a side yard on each side of a building of not less than ten percent of the width of the lot, but such side yard shall not be less than 5 feet, except for townhomes where the side yard shall be zero.
 - c. *Rear yard.* The depth of the rear yard shall be less than 15 feet. Entrances to a garage or enclosed carport shall be a minimum of 20 feet from streets or alleys, except for townhomes where the rear yard shall be zero.
- 4) *Intensity of use.*
 - a. Except as hereinafter provided, all dwellings erected, enlarged, relocated, or reconstructed within the R-2 district shall be located on lots containing the following areas:
 1. A lot on which there is erected a single-family/ two family dwelling shall contain an area of not less than 6,000 square feet.
 2. A lot on which there is erected a townhouse dwelling shall not contain an area of not less than 2,000 square feet.
 3. A lot on which there is erected an apartment house or multiple-family dwelling shall contain an area of not less than 1,800 square feet per dwelling unit.
 - b. The minimum width of a lot in the R-2 district shall be 50 feet, except in a townhouse subdivision where the minimum width of lot shall be 20 feet and that the minimum width of a lot located on a cul-de-sac shall be measured at the minimum front yard line.
- 5) *Lot Coverage.* In no case shall more than sixty-five (65%) of the total lot area be covered by the combined area of the principal building and all accessory buildings/use or any other impervious surface such as asphalt or concrete. Townhouses are exempt from this requirement; however lots must meet drainage and landscaping regulations.
- 6) *Parking.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- 7) *Additional use, height and area regulations.* Additional use, height, and area regulations shall be as provided in section 150-12.

Sec. 150-6. - M-1 Mobile home subdivision district.

The following regulations shall apply to the M-1 mobile home subdivision district:

- 1) *Use regulations.* A premise shall be used only for the following purposes:

- a. The establishment of a mobile home subdivision and the placement of mobile homes therein containing at least 900 square feet of floor space. Every mobile home must contain at least one flush water closet, lavatory basin, bathtub or shower, kitchen sink, and water heater, all in good working order and connected to a city-approved water and sewer system and limited to single-family occupancy.
- b. Non-dwelling facilities, as approved by the city, designed for use of the inhabitants of the subdivision, such as administrative space, laundry, storage, meeting and hobby rooms, recreational spaces, swimming pools, and other recreational and accessory uses.
- c. Trailer camps, RV parks or mobile home parks shall be consistent with the requirements of Article II- Mobile Home and/or Recreational Vehicle Parks.
- d. Signs: Signage shall be provided consistent with the requirements of Chapter 114.
- 2) *Height regulations.* No building shall exceed 2 ½ stories or 35 feet in height, except as provided in section 150-12.
- 3) *Yard regulations.*
 - a. *Frontyard.* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be ten feet for inside lots and 15 feet for corner lots. All garages, carports, or areas for parking automobiles shall be set back at least 20 feet.
 - b. *Sideways.* The minimum side yard setback shall be 8 feet for inside lots and 15 feet for corner lots on street side. All garages, carports or areas for parking automobiles shall be set back a minimum of 20 feet from the street.
 - c. *Rear yards.* The minimum rear yard setback shall be five feet from the alley.
- 4) *Lot Coverage.* In no case shall more than sixty percent (60%) of the total lot area be covered by the combined area of the principal building and all accessory building/use or any other impervious surface such as asphalt or concrete.
- 5) *Intensity of use.*

Minimum lot size	6,000 square feet (inside lots)
Minimum width	60 feet (inside lots)
Minimum length	100 feet (inside and corner lots)

- 6) *Parking regulations.* Off-Street parking, shall be provided consistent with the requirements of Chapter 134, Article VI. and Article II. - Mobile Home And/Or Recreational Vehicle Parks.

Sec. 150-7. - R-3 rural district.

The following regulations shall apply to the R-3 rural district:

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
 - a. Any use permitted in the R-1 one-family dwelling district.
 - b. Livestock may be kept as long as they are single-hoofed or split-hoofed and are limited to the following:
 - i. one (1) cow, bull, llama, horse, donkey or mule per acre of pasture land.
 - ii. two (2) lambs, sheep, billy goats, buck goats, pigs or miniature horses per acre of pasture land
 - iii. any livestock over the age of eight (8) months will be considered an adult.
 - c. The area must be located outside the boundaries of North of Mile 10 North Road, South of 18th Street, West of Midway and East of International Blvd./FM1015.
- 2) *Size regulations.* The minimum size of subdivision lots in an R-3 rural district shall be two acres.

- 3) *Height regulations.* No buildings shall exceed 2 ½ stories or 35 feet in height.
- 4) *Area regulations.*
 - a. *Front setback.* Any building constructed on any lot shall not be located nearer than 40 feet from the front lot line. Lots located on a cul-de-sac, the minimum depth of the front yard shall be 25 feet from the front lot line, for that part of the front lot line located on the cul-de-sac.
 - b. *Side setback.* Any building constructed on any lot shall not be located nearer than 20 feet from the side lot line. Any building constructed on any corner lot shall not be located nearer than 30 feet from the street side lot line.
 - c. *Rear setback.* Any building constructed on any lot shall not be located nearer than 40 feet from the rear lot line.
 - d. *Garage and carport setback.* Any garage or carport shall meet the same building setback lines as set out in subsections (4) a through (4) b of this section.
 - e. *Signs.* Signage shall be provided consistent with the requirements of Chapter 114.
- 5) *Parking regulations.* No permanent parking shall be allowed upon the streets of a subdivision in an R-3 rural district. All lots must provide for two off-street parking spaces.
- 6) *Building regulations.*
 - a. The minimum finished floor elevation of any residence shall be at a minimum of 18 inches above the centerline of the street or 18 inches above the base flood elevation, whichever is greater. City's Flood Plain Administrator shall approve base flood elevation prior to issuance of building permit.
 - b. Only one dwelling structure and two accessory structures shall be allowed per lot.
 - c. Fences must be of cedar, masonry, wrought iron, hurricane fencing, or "ranch" fencing, and must be between four feet and eight feet in height. No fence shall protrude beyond one's property boundaries.
 - d. All driveways must be of asphalt, cement, or concrete and meet City requirements and inspections.
 - e. No temporary structure shall be placed on any lot except for a portable construction structure. Overnight camping shall not be permitted on any lot.
- 7) *Recreational Vehicles.* No recreational vehicles shall be occupied either temporarily or permanently within the city limits except in designated trailer camps or trailer parks.
Recreational vehicles may be stored on a lot provided that:
 - a. It is not connected to any utility services.
 - b. Is less than 30 feet in length and in accordance with Section 134-143,
 - c. Is stored on a concrete, cement or asphalt pad
 - d. Is located behind the required front setback line

Sec. 150-8. - B-1 neighborhood business district.

The following regulations shall apply to the B-1 neighborhood business district:

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
 - a. Any uses permitted in the R-2 duplex and apartment district.
 - b. Signs. Signage shall be provided consistent with the requirements of Chapter 114.
 - c. Automobile parking lots/ garages
 - d. Bakeries
 - e. Banks.
 - f. Personal services establishment
 - g. Billiard or pool halls.
 - h. Clinics.
 - i. Daycare facilities
 - j. Filling or service stations provided all storage tanks for gasoline are below the surface of the ground.
 - k. Laundries, self-service.
 - l. Nonmanufacturing ice retail distributing stations provided the capacity does not exceed five tons storage.
 - m. Print Shops
 - n. Lodge halls.

- o. Mortuaries.
 - p. Restaurants, cafes, cafeterias, and taverns.
 - q. Stores and shops for the sale of products at retail only.
 - r. Studios (art, photo, music).
 - s. Hookah Bars/ Vape Bars
- 2) *Height regulations.* No building shall exceed 3 stories or 45 feet in height.
- 3) *Yard regulations.*
- a. *Frontyard.* There shall be a front yard along the front line of the lot.
 - i. Corridors identified on the Hidalgo County Thoroughfare Map: The minimum depth of a front yard one foot back from property line for each two feet in building height, not to exceed one-half of the width of the abutting dedicated right-of-way or in line with the majority setback of existing structures along the same block, whichever is greater.
 - ii. All other corridors: the minimum lot depth shall be 20 feet.
 - b. *Sideyards.* There shall be a side yard of not less than 5 feet, except that on a corner lot, the side yard on a street side shall be 10 feet.
 - c. *Rear yard.* Rear yard setbacks shall be 10 feet.
- 4) *Intensity of use.* There are no minimum lot area or lot width requirements.
- 5) *Parking regulations.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- 6) *Additional use, height and area regulations.* Additional use, height, and area regulations and exceptions shall be a provided in section 150-12.

Sec. 150-9. - B-2 secondary and highway business district.

The following regulations shall apply to the B-2 secondary and highway business district:

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
- a. Any use permitted in the B-1 neighborhood business district.
 - b. Automobile salesrooms and accompanying service facilities.
 - c. Automobile repair garages.
 - d. Billboards and poster boards.
 - e. Dance halls and skating rinks.
 - f. Frozen food locker plants.
 - g. Hotels.
 - h. Movie theaters/ performance art theaters.
 - i. Laundry and cleaning facilities.
 - j. Tourist courts or motels.
 - k. Any retail businesses not included in the neighborhood business district, provided that such uses are not noxious or offensive by reason of vibrations, smoke, odor, dust, gas, or noise.
 - l. Post offices.
 - m. Wholesale trade.
- 2) *Height regulations.* No buildings shall exceed 3 stories or 45 feet in height.
- 3) *Yard regulations.*
- a. *Front yard.* There shall be a front yard along the front line of the lot.
 - i. Corridors identified on the Hidalgo County Thoroughfare Map: The minimum depth of a front yard one foot back from property line for each two feet in building height, not to exceed one-half of the width of the abutting dedicated right-of-way or in line with the majority setback of existing structures along the same block, whichever is greater.
 - ii. All other corridors: the minimum lot depth shall be 20 feet.
 - b. *Side yards.* There shall be a side yard of not less than 5 feet, except that on a corner lot, the side

yard on a street side shall be 10 feet.

c. *Rear yard.* The rear yard setback shall be 10 feet.

- 4) *Intensity of use.* There are no minimum lot area or lot width requirements.
- 5) *Parking regulations.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- 6) *Additional use, height, and area regulations.* Additional use, height, and area regulations and exceptions shall be as provided in section 150-12.

Sec. 150-10. - B-3 central business district.

The following regulations shall apply to the B-3 central business district: *Central business district* is the area located between Pike Boulevard and Sixth Street and between the alley east of Kansas Avenue and the alley west of Missouri Avenue.

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
 - a. Any uses permitted in the B-2 district.
 - b. Storage in bulk, or warehouses for such material as household goods, clothing, drugs, glass, dry goods, furniture, hardware, groceries, and shop supplies.
 - c. Wholesale sales room.
- 2) *Height regulations.* No building hereafter erected or structurally altered within the B-3 district shall exceed six stories or 75 feet.
- 3) *Yard regulations.*
 - a. *Front yard.* For uses permitted in the B-3 district, no front yard is required.
 - b. *Side yards.* For uses permitted in the B-3 district, there are no side yard requirements.
 - c. *Rear yard.* For uses permitted in the B-3 district, there are no rear yard regulations.
- 4) *Intensity of use.* There are no minimum lot area or lot width requirements.
- 5) *Parking regulations.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- 6) *Additional use, height, and area regulations.* Additional use, height, and area regulations and exceptions shall be as provided in section 150-12.

Sec. 150-10.1. - B-4 neighborhood office district.

- a) *Permitted uses.* Permitted uses in the B-4 neighborhood office district shall include:
 - 1) Offices for professional services including executive, administrative, financial, legal, accounting, writing, clerical, stenographic, drafting, engineering, real estate, insurance and other similar or related uses;
 - 2) Single-family dwellings, duplexes and townhouses;
 - 1) Parking associated with such office or residential uses;
 - 2) Signage shall be provided consistent with the requirements of Chapter 114.
- b) *Lot size.* Lot sizes in the B-4 neighborhood office district shall be as follows:
 - 1) *Intensity of Use:* The minimum lot size shall be 6,000 square feet.
 - 2) *Yard Regulations:*
 - i. *Frontyard.* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be 25 feet. The minimum depth of such front yard located along a cul-da-sac shall be 20 feet.
 - ii. *Side yards.* There shall be a side yard on each side of a building of not less than ten

percent of the width of the lot, but such side yard shall not be less than five feet.

iii. *Rear yard.* The depth of the rear yard shall be at least 20 percent of the depth of the lot, but such depth need not be more than 25 feet.

- 3) Any new commercial structure erected in the B-4 neighborhood office district shall conform as much as possible to the current character of the existing neighborhood. New buildings should be of similar size and scale as existing structures on the same block and the height of new commercial structures shall not exceed one story.
 - 4) To facilitate the city's evaluation of the consistency between the proposed new structure or new use of an existing structure with the existing neighborhood and in order to verify compliance with sidewalk, landscaping, parking and other requirements, a detailed site plan, including the use and location of all structures on all adjoining lots, must be submitted and approved prior to issuance of a building permit, or if no building permit is required for the project, prior to issuance of a certificate of occupancy.
- c) *Parking.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- d) *Sidewalks.* For both new commercial structures and conversion of existing residential structures to commercial uses, a sidewalk of no less than four feet shall be installed, three feet from the back of curb. Compliance with this sidewalk standard may require the dedication of additional right-of-way to the city.
- e) *Landscaping.* The landscaping provisions of Chapter 26, Article XI, shall apply in the B-4 neighborhood office district.

Sec. 150-11. - I Industrial district.

The following regulations shall apply to the I Industrial district:

- a. *Use regulations.* Any building or premises may be used within the I district for any purpose not in conflict with any ordinance of the city, provided that no building or occupancy permit shall be issued for any of the following uses until and unless the location of such use shall have been approved by the city commission following a recommendation by the planning commission:
- b. Cement or lime manufacture.
- c. Distillation of bones.
- d. Explosives manufacture or storage.
- e. Fat rendering.
- f. Garbage, offal or dead animal incineration, reduction or dumping.
- g. Junkyards or automobile wrecking yards.
- h. Petroleum refinery.
- i. Slaughter and dressing of animals (not including poultry and rabbits).
- j. Stockyards.
- k. Wholesale storage of gasoline or other petroleum products in carload lots or more above ground.
- l. Any manufacturing or processing use, including those whose operations are not conducted within a totally enclosed building.
- m. The outside storage of materials or equipment that is not screened.
- n. Laboratories—Experimental, film or testing.

- o. All public utilities, including buildings, necessary structures, storage yards, and other related uses.
 - p. Warehousing and storage.
 - q. The residence of a night watchman or caretaker employed on the premises, including mobile homes.
 - r. Any wholesale trades including row [raw] cotton, grain, hides, skins, and raw furs, tobacco, wool or mohair, commercial or industrial machinery or synthetics, metals and minerals, and petroleum bulk stations and terminals.
 - s. Accessory uses and structures customarily related to the above principal uses authorized in this district, including a mobile home used as an office.
 - t. Solar and wind farms
- 3) *Height regulations.* No building shall exceed a height of six stories or 75 feet and must be in compliance with airport regulations.
- 4) *Yard regulations.*
- a. *Frontyard.* There shall be a front yard along the front line of the lot.
 - i. Corridors identified on the Hidalgo County Thoroughfare Map: The minimum depth of a front yard one foot back from property line for each two feet in building height, not to exceed one-half of the width of the abutting dedicated right-of-way or in line with the majority setback of existing structures along the same block, whichever is greater.
 - ii. All other corridors: the minimum lot depth shall be 20 feet.
 - b. *Sideways.* There shall be a side yard of not less than 5 feet, except that on a corner lot, the side yard on a street side shall be 10 feet.
 - c. *Rearyard.* Rear yard setback shall be 10 feet.
- 5) *Intensity of uses.* There are no minimum lot area or lot width requirements.
- 6) *Parking regulations.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- 7) *Additional use, height, and area regulations.* Additional use, height, and area regulations and exceptions shall be as provided in section 150-12.

Sec. 150-11.1. Overlay Design District (Reserved)

Sec. 150-12. -Additional use, height, and area regulations and exceptions.

a) *Use regulations.*

- 1) *Accessory buildings and accessory use.* No accessory building or accessory use shall be constructed upon a lot until the construction of the main use building has commenced. No accessory building shall be used unless the main use building on the lot is also being used. R-3 Rural District areas shall be excluded from this requirement.
 - a. In a residence or an apartment district any accessory building and use shall be smaller in both size and scale than the main use building, detached from the main building, without separate bath or kitchen facilities, not used for commercial purposes and not rented or leased. Separate bath facilities shall be allowed in cabanas and other private poolside structures; however, that such structure shall never be used as a residence.
 - b. In commercial districts, an accessory building and use shall be smaller in both size and scale than the main building, the use of which is incidental to and used only in conjunction with the

main building.

c. Guest house and Maids Quarters requirements shall be as follows:

1. Must be on the same utilities as primary residence.
2. May have separate kitchen facilities
3. Restricted to R-1 and R-3 districts only.
4. Maids Quarters must have access through interior corridors or attached to main use building.

d. Portable building/ portable classrooms shall be permitted in any public, semipublic or private schools. Portable building/ portable classrooms shall be permitted at any daycare or childcare center that within a commercially zoned area. Portable building/ classrooms must comply within standard setbacks for the zoned area.

2) *Railroad rights-of-way.* On all existing rights-of-way of railroad companies, regardless of the zoning district in which such rights-of-way are located, railroad trackage and accessories to railroad movement may be constructed or maintained.

3) *Conditional use regulations.*

a. *Purpose; defined.* To provide for the compatible and orderly development of the city, certain uses are hereby declared to be conditional. The term "conditional use," when used in this section, means a use that may be suitable only in certain locations in the zoning district at any particular time or, likewise, may be inappropriate in a zoning district due to conditions then existing. In general, uses declared to be conditional under the terms of this chapter are recreational uses operated as a commercial enterprise and requiring the payment of money or a thing of value by the customer to the owner or operator as a condition for partaking in the recreational activity therein offered.

b. *Uses declared to be conditional.* In extension and not in limitation of the definition of a conditional use in subsection (a)(3) a. of this section, the following uses are hereby declared to be conditional:

1. Billiard or pool halls.
2. Dance halls/Event Centers
3. Skating rinks.
4. Bowling alleys.
5. Amusement parks
6. Permanent circus (longer than two weeks)
7. A day care center in a residential district, subject to the satisfaction of the following mandatory minimum conditions designed to protect the single-family residential character of the neighborhood by remaining low impact and preserving the quality of life within the neighborhood:
 - i. 6' high screened opaque buffer fence is required along outdoor play area
 - ii. A maximum of twelve (12) children will be permitted.
 - iii. Must be secondary use to the home and the applicant must reside there
 - iv. No outside storage areas permitted
 - v. Business must take place in primary structure for home
 - vi. No exterior alterations indicating that a different use other than residential are permitted, the location must maintain the look of a residential area.
 - vii. Must meet state requirements

- viii. Parking requirement shall be one space for every four (4) children.
 - ix. Only 1 daycare is permitted on dead-end streets and cul-de-sacs
 - x. The spacing between daycares must be 600ft
 - xi. If applicant is not the property owner, an authorization letter must be provided by owner
 - xii. The conditional use permit shall be renewable upon one-year terms:
 - i. Yearly facility inspection must be conducted by Planning, Fire Marshal, Health and Building Departments prior to one-year renewal.
 - ii. Applicant must pay an administrative fee to the City for permit renew in accordance with Article VI. - Master Fee Schedule.
 - iii. Property owners within a 200ft radius will be notified by letter.
 - iv. Renewal shall be presented for consideration to the Planning & Zoning Commission.
 - v. Renewal shall be presented for consideration to the City Commission, only if the renewal has been denied by the Planning & Zoning Commission.
 - xiii. No garages, carports or accessory buildings can be used for occupation
 - xiv. If Conditional Use Permit is revoked, applicant cannot request a permit within 1 year
 - xv. State Comptroller Registration must be provided and a copy submitted to the City
 - xvi. Property must be at least 50 ft wide
 - xvii. Property must be in compliance with latest adopted building permit at the time of application
 - xviii. A sign may be posted with a maximum size of 1.5ft X 1.5ft and must be non-illuminated
 - xix. All outdoor decorations along walls, fences or lawns shall be prohibited.
 - xx. Exterior walls of the building and fencing must be painted in conformance with the surrounding color schemes of the existing neighborhood.
8. Mental, drug or alcohol group therapy centers.
 9. All businesses holding mixed beverage alcohol permits.
 10. Assisted living facility (personal care homes and other similar type facilities) businesses in R-2, B-1, B-2, B-3, or I zoning districts.
 11. Hospice facilities in R-2, B-1, B-2, B-3, or I zoning districts.
 12. Bed and breakfast businesses shall be a permitted use in all zoning districts except in the I industrial district where they are prohibited, subject to the satisfaction of the following mandatory minimum conditions designed to protect the single-family residential character of the neighborhood:
 - i. The owner of the real property on which the bed and breakfast inn is located must reside in the dwelling that is classified as a bed and breakfast homestay and bed and breakfast inn;
 - ii. One off-street parking space must be provided for each guest room and

the off-street parking must not be visible, as a result of sufficient landscaping, a stone or masonry wall, solid wooden fence, or some combination thereof, at street level, from the public right-of-way or any adjacent residential property;

- iii. Compliance with all applicable fire, building and health codes;
- iv. Signage shall be provided consistent with the requirement of Chapter 114.
- v. No cooking facilities of any kind shall be permitted in any guest room;
- vi. The only meal to be provided to guest shall be breakfast, and it shall only be served to guest taking lodging in the facility.
- vii. Guests may stay no longer than two weeks continuously in bed and breakfast classified as homestay or inn;
- viii. The conditional use permit shall be renewable upon one-year terms:
 - i. Yearly facility inspection must be conducted by Planning, Fire Marshal, Health and Building Departments prior to one year renewal.
 - ii. A police report of the location must be provided to the Commission as part of the renewal application.
 - iii. Applicant will pay an administrative fee to the City for permit renewal in accordance with Article VI. - Master Fee Schedule.
 - iv. Property owners within a 200ft radius will be notified by letter.
 - v. Renewal shall be presented for consideration to the Planning & Zoning Commission.
 - vi. Renewal shall be presented for consideration to the City Commission, only if the renewal has been denied by the Planning & Zoning Commission.
- ix. Such other conditions as the planning and zoning commission may recommend or the city commission may impose if it is determined to be necessary or desirable for the protection of nearby properties and in the public interest;
- x. The property owner must provide proof of registration with the Texas Comptroller for the collection of hotel/motel taxes;
- xi. All property owners must obtain approval for a conditional use permit prior to the listing of the property on any host site;
- xii. All property owners must provide proof of liability insurance which specifically covers bed and breakfast;
- xiii. All bed and breakfast host must have at least one guest officially sign in, providing a real name, address, contact information, car registration, or a copy of a driver's license, which must be provided to the City upon request;
- xiv. The official guest sign in record, hosting dates and financial documents must be maintained for a minimum of four years and must be made available to the City upon request for auditing to ensure tax compliance.
- xv. The occupancy maximum shall be conspicuously posted within the bed and breakfast; and
- xvi. The name and telephone number of the local responsible party shall be conspicuously posted within the bed and breakfast and provided to Planning

Department staff. The responsible party shall answer calls twenty-four (24) hours a day seven (7) days a week for the duration of rental period to address problems associated with the bed and breakfast.

13. The operation of a private or public school in an "R-1" district.
14. Any other use of a recreational nature as described in section 150-12(a) (3) a.
15. Businesses that require any of the following on-premise licenses/permits from the Texas Alcoholic Beverage Commission:
 - i. Wine and beer retailers permit.
 - ii. Beer retail dealers on premise license.
 - iii. Retail dealers on-premise late hours license.
 - iv. Brewpub license.
 - v. Wine and beer retailers permit for excursion boats.
 - vi. Wine and beer retailers permit for railway dining car.
 - vii. Mixed beverage permit.
 - viii. Mixed beverage late hours permit.
 - ix. Mini bar permit.
 - x. Caterer's bar permit.
 - xi. Food and beverage certificate.
 - xii. Beverage cartage permits.
 - xiii. Mixed beverage restaurant permit with food beverage certificate.
16. Businesses that require any of the following off-premise licenses/permits from the Texas Alcoholic Beverage Commission: [The change of ownership shall be exempt from the Conditional Use Requirement, case shall be handled administratively by the Office of the City Secretary. Unless license was revoked in accordance with Section 150-12(h) (3)]
 - i. Wine and beer retailer's off-premise permit.
 - ii. Beer retail dealer's off-premises.
 - iii. Package store permit.
 - iv. Wine only package store permit.
 - v. Local distributors permit.
 - vi. Local cartage permit.
 - vii. Local cartage transfer permit.
 - viii. Package store tasting permit.

c. *Permit required.* Notwithstanding any other provision of this chapter, no conditional use may be established or operated in any zoning district where such use is otherwise permitted or authorized under the terms hereof unless a use permit is first granted by the city in accordance with the requirements of this section. A use permit may only be issued by the city commission after receipt of recommendation from the planning and zoning commission of said city. The use permit may have a specified time limitation attached and may impose conditions other than those which are specifically set forth in this chapter.

d. *Approval procedure; responsibility.* The planning director or duly appointed representative will have the responsibility for processing all applications for use permits required for conditional uses and for forwarding such applications to the planning and zoning commission.

1. After receiving an application for a use permit, the planning director or duly appointed representative shall place the request on the agenda of the next planning

and zoning commission meeting at least 14 days from the date of the advertisement is published.

2. The planning director or duly appointed representative shall conduct a technical review of the application and shall forward a recommendation to the planning and zoning commission. The planning and zoning commission shall make a formal recommendation to the city commission. The city commission shall approve or disapprove the application, after public hearing and after receiving the report of the planning and zoning commission according to the procedure set out in section 150-20(c) and (d).
 3. A conditional use permit shall be granted only when the proposed use is otherwise permitted in the zoning district in which it is proposed to be located.
 4. In granting a use permit, the city commission may impose such requirements and conditions with respect to location, construction, maintenance, and operation for the particular use that they deem necessary for the protection of adjacent property and in the public interest, in addition to those expressly stipulated in this chapter.
- e. *Application filing procedure and fees.* Application shall be made by the property owner, lessee, or certified agent thereof, to the planning commission on a form prescribed for this purpose by the city. Such application may be accompanied by drawings as set forth in subsection (a) (3) f of this section. The granting of a use permit does not exempt the applicant from complying with requirements of article III of chapter 26 or other ordinances. The fee for a use permit shall be \$300.00, payable at the time application is made. No part of this fee shall be refundable. The application shall contain the following information:
1. The name of the proposed use.
 2. The location of the proposed use.
 3. The purpose of the proposed use.
 4. The owners and operators of the proposed use.
 5. Whether or not alcoholic beverages will be consumed on the premises.
 6. The hours of operation of the proposed use.
 7. An application for a conditional use permit for the same location can only be submitted once during a 12-month period. The city commission may waive this requirement if circumstances warrant it.
- f. *Preliminary Site plans preferred.*
1. *Purpose.* The purpose of the site plan is to ensure a feasible compliance with this chapter and to assist in the orderly and harmonious development of the city, to protect the general welfare, and to help prevent the impairment by the erection of structures, additions or alterations without proper attention to site planning.
 2. *Contents.* The site plan shall contain:
 - i. The location of all structures on the subject property.
 - ii. Landscaping and/or fencing of yards and setback areas and the use of landscaping and/or walls or fences for screening purposes.
 - iii. Design of ingress and egress to minimize interference with traffic flow on abutting streets.
 - iv. Off-street parking and loading facilities.
 - v. Height of all structures.
 - vi. Proposed uses.

g. Prerequisites for approval.

1. No structure or property in any district shall be used for a use listed as a conditional use without first having a use permit for such use from the city commission.
2. The city commission, after receipt of report and recommendations from the planning and zoning commission may permit a conditional use subject to appropriate conditions and safeguards when, after public notice and hearing, it finds and determines that:
 - i. The proposed use meets all the minimum standards established in this chapter and in applicable health and safety ordinances of the city for this type of use;
 - ii. The proposed use is in harmony with the purpose and intent of this chapter and of the plan for the physical development of the district, as embodied in the comprehensive plan of the city; and
 - iii. The proposed use will not be detrimental to the health, welfare and safety of the surrounding neighborhood or its occupants, nor be substantially and permanently injurious to neighboring property. The city commission, in making this determination, may take into account the place or manner in which the applicant is likely to conduct the business and the number of similar establishments in the area, if any. Any undue concentration of conditional uses in any area of the city shall be avoided.
3. The city commission may impose additional reasonable restrictions or conditions to carry out the spirit and intent of this chapter and to mitigate adverse effects of the proposed use. The requirements may include, but are not limited to, increased open space, loading and parking requirements, suitable landscaping, and additional improvements such as curbing and sidewalks.

h. Development and/or automatic cancellation.

1. Following the issuance of the conditional use, the building official shall ensure that, if the development is undertaken, it is completed in compliance with said permit. However, if a use permit has not been used within twelve months after the date granted, the permit is automatically cancelled. An applicant may be granted a six-month extension from the Planning & Code Enforcement Director as long as request is submitted in writing two weeks prior to expiration.
2. The conditional use permit is granted solely to the agent authorized by the property owner to use establishment/property. Should ownership or the authorized agent change the conditional use is considered void.
3. An alcoholic beverage establishment meeting or exceeding one or more of the criteria set forth below will not be eligible for a city liquor permit renewal and will be subject to a permit revocation at any time during the permit period if violations established below are met or exceeded. (All violations refer to those that take place within the property of the establishment.
 - i. Five unreported fights or disturbances;
 - ii. Two separate incidents which result in a homicide or homicides;;
 - iii. Any one offense of prostitution, lewd conduct, gambling, drug or narcotics possession or sales, or assault permitted or committed on the premise, by act or omission, by the owner, agent or employee of the premise.

- iv. Fifteen arrest of intoxicated persons on premises;
- v. Any two sales of alcoholic beverages to a minor by the owner, agent or employee of the premises; or
- vi. Two violations in the hours of operation.

Any establishment denied the renewal of a City Liquor permit due to meeting or exceeding the above criteria will require a new Conditional Use Permit to open or re-open any bar at the same location regardless of duration of closure of previous establishment (no non-conforming use).

- i. *Preexisting conditional uses to be considered nonconforming.* Any existing conditional use in operation prior to the effective date of the ordinance from which this subsection is derived is hereby declared to be a nonconforming use and subject to the provisions of section 150-13. However, any nonconforming conditional use which holds a license or permit from the state alcoholic beverage commission authorizing the on-premises consumption of alcoholic beverages shall become subject to the provisions hereof upon the transfer of such license or permit to any person, and the new licensee or permittee shall not be entitled to use the premises for any use for which a use permit is required until he has applied for a use permit and a use permit has been granted by the city commission.

b) *Height regulations.*

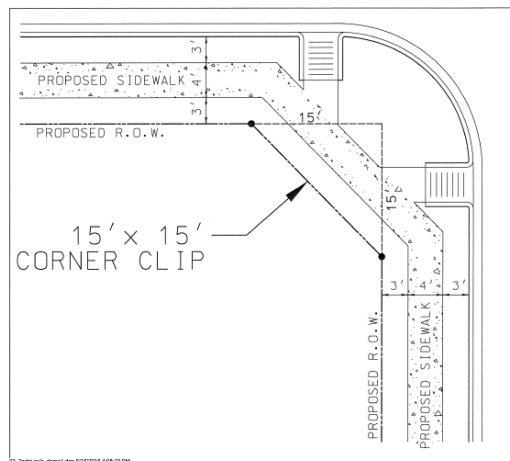
- 1) Public, semipublic or private service buildings, hospitals, institutions or schools, where permitted in a district, may be erected to a height not exceeding 60 feet, and churches and temples may be erected to a height not exceeding 75 feet if the building is set back from each yard line at least one foot for each two feet additional height above the height limit otherwise provided in the district in which the building is located.
- 2) Chimneys, cooling towers, elevator bulk heads, fire towers, grain elevators, flour mills, monuments, stacks, or scenery lofts, tanks, water towers, ornamental towers and spired church steeples, or necessary mechanical appurtenances may be erected to a height in accordance with existing or hereafter adopted ordinances of the city, provided that in the absence of any such ordinance, there shall be no height limitation on these structures.

c) *Area and density regulations.*

- 1) In a district in which commercial or industrial buildings are built with one or more stories for residential purposes above the commercial or industrial uses, no side yards will be required for the residential portions of the building, provided that the part of the building intended for residential use is not more than two rooms deep from front to rear.
- 2) No yard or other open space provided about any building, for the purposes of complying with the provisions of these regulations, shall again be used as a yard or an open space for another building. Every part of a required yard shall be open to the sky and unobstructed by buildings except for accessory buildings in the rear yard and except the ordinary projections of skylights, sills, belt courses, cornices, and other ornamental features which may project into such yards a distance of not more than two feet.
- 3) Any building or accessory use constructed on any lot shall be located ten feet from any other building or accessory use on such lot or attached in R-1, R-3 and M-1 Districts.
- 4) Front yard requirements shall be as follows:
 - a. Where 40 percent or more of the frontage on one side of a street between two intersecting streets is developed with buildings that have not observed a front yard as described in subsection

(c)(5)a of this section, then:

1. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on both sides, the minimum front yard shall be a line drawn between the two closest front corners of the adjacent buildings on the two sides; or
 2. Where a building is to be erected on a parcel of land that is within 100 feet of an existing building on one side only, such building may be erected as close to the street as the existing adjacent building. In determining such front yard depth, buildings located entirely on the rear one-half of a lot shall not be counted.
- b. On any corner lot on which a front or side yard is required, no wall, fence, sign, or other structure, or any plant growth shall be permitted or maintained higher than three feet above the curb level within 15 feet of the intersection of the property lines. All opaque fencing extended to the front yard shall upon any corner lot construct a 15 foot by 15 foot corner clip fence.



- c. Front yard solid face fences extending past the forward most portion of the main use building to the front and side lot of property lines shall be restricted to a height of not more than thirty (36) inches above the grade of the yard within 15 feet of the front property line.
- d. Attached accessory buildings or accessory uses in an R-1, R-2, R-3 or M-1 zone shall be from the front property line the same distance required for the main building, for front yard purposes. Detached accessory buildings or accessory uses shall be located in the area defined as the rear yard.
- 5) Side yard requirements shall be as follows:
- a. The minimum width of a side yard of a corner lot in the R-1 and R-2 districts shall be not less than ten feet, provided that if the corridor is identified on the Hidalgo County Thoroughfare Map and the street side line of a corner lot is in the same block frontage with a lot whose street line is a front of such lot, the side yard shall extend to the average alignment of the buildings along the same side of the street, unless such buildings are more than 25 feet back from the street line, in which case the side yard need not be more than 25 feet.
 - b. A side yard of not less than 25 feet on the side of the lot adjoining on an R-1 or R-2 district shall be provided for all schools, libraries, churches, community houses, clubs, and other public or semipublic buildings hereafter erected or structurally altered.

- c. Where 40 percent or more of the side yard on one side of a street between two intersecting streets is developed with buildings that have not observed a side yard, then:
 - 1. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on both sides, the minimum side yard shall be taken at an average of the adjacent buildings on the two sides; or
 - 2. Where a building is to be erected on a parcel of land that is within 100 feet of an existing building on one side only, such building may be erected as close to the side yard as the existing adjacent building.
 - d. Where a lot in a B-1, B-2, B-3, or I district is not used for residential purposes and abuts upon an R-1 or R-2 district, a side yard shall be provided of not less than ten feet. Furthermore, in such abutting zones, it shall be required that the commercial zone developer must provide and permanently and adequately maintain a permanent screening fence of masonry and/or solid wood of redwood and/or cedar, no less than eight feet in height, and that the building must set back no less than ten feet from such abutting property line, such screen shall set back within the property line. Furthermore, if the residential building converts to a commercial or industrial building, a permanent screening fence of masonry and/or solid wood of redwood and/or cedar, no less than eight feet in height, shall be required.
 - e. Garages detached or attached to the main use building entering on the side street of a corner lot, shall maintain a side yard of 20 feet in front of the garage.
- 6) Rear yard requirements shall be as follows:
- a. In R-1 and R-2 districts, no main use, accessory use or accessory building shall be constructed, placed or located within five feet of the rear property line on any lot.
 - b. Any accessory building or accessory use constructed on any lot in an R-1 or R-2 district shall be located ten feet from the main use building on such lot or attached and may not be more than one story in height.
 - c. Any building constructed on any lot in a B-1, B-2, B-3, or I district shall be located at least ten feet away from all other buildings on such lot.
 - d. If an alley abuts the rear property line on any lot in an R-1 or R-2 district, no part of such alley may be used in determining the rear yard setback described in subsection (c)(7)a of this section.
 - e. Where 40 percent or more of the rear yard on one side of a street between two intersecting streets is developed with buildings that have not observed a rear yard, then:
 - 1. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on both sides, the minimum rear yard shall be taken at an average of the adjacent buildings on the two sides; or
 - 2. Where a building is to be erected on a parcel of land that is within 100 feet of an existing building on one rear only, such building may be erected as close to the rear yard as the existing adjacent building.
 - f. Where a lot in a B-1, B-2, B-3 or I district is not used for residential purposes and abuts upon an R-1 or R-2 district, a rear yard shall be provided of not less than ten feet. Furthermore, in such abutting zones, it shall be required that the commercial zone developer must provide and permanently and adequately maintain a permanent screening fence of masonry and/or solid wood of redwood and/or cedar, no less than eight feet in height, and the building must set back no less than ten feet from such abutting property line, such screen shall set back within the property line. Where a lot in a B-1, B-2, B-3 or I district is used for residential

purposes and abuts upon an R-1 or R-2 district, the rear yard requirements from the R-1 or R-2 district shall apply. Furthermore, if the residential building converts to a commercial or industrial building, a permanent screening fence of masonry and/ or solid wood of redwood and/or cedar no less than eight feet in height shall be required.

Sec. 150-13. - Nonconforming uses.

- a. *Nonconforming use of land.* The nonconforming use of land where no building is involved existing on the effective date of the ordinance from which this section is derived may be continued for a period of not more than two years therefrom, provided that no such nonconforming use of land shall in any way be expanded or extended either on the same or adjoining property, and that if such nonconforming use of land or any portion thereof is discontinued or changed, any future use of such land shall be in conformity with regulations of the district in which it lies.
- b. *Nonconforming use of buildings.* Except as otherwise provided in this chapter, the nonconforming use of a building existing on the effective date of the ordinance from which this section is derived may be continued, and the use of a nonconforming building may be changed to another use of the same or more restricted classification, but where such use is changed to a more restricted classification it shall not thereafter be changed back to a use of a less restricted classification. A nonconforming building which is or may hereafter become vacant and which shall remain unoccupied or its nonconforming use discarded for a period of six consecutive months or for a 18 months during any three-year period shall not thereafter be occupied except by a use which conforms to regulations of the district in which it is located.
 - 1) A nonconforming building may be maintained or kept in good repair except as otherwise provided in this section.
 - 2) No existing nonconforming building may be enlarged, extended, reconstructed or altered unless its use is changed to a use permitted in the district in which such building is located except in the event such enlargement, extension, reconstruction or alteration is required by court decision, law, or ordinance.
 - 3) No nonconforming building shall be moved in whole or in part to any other location on the lot unless every portion of such building is made to conform to all the regulations of the district in which it is located.
 - 4) A nonconforming building which is damaged by fire, explosion, flood, wind, earthquake or other calamity or act of God or the public enemy to the extent of 50 percent or more of its reasonable value may not be restored except in conformity with the regulations of the district in which it is located.
- c. *Prohibited; alteration, removal, or replacement required.* The following uses now in existence and not in strict conformity with the provisions of the district in which it is located are hereby prohibited, and such uses now in existence in the city shall be altered, replaced or removed to conform to the provisions of this chapter on or before the date shown in the following schedule:
 - 1) Billboards and poster boards: January 1, 1961.
 - 2) Junkyards and automobile wrecking yards: January 1, 1961.

Sec. 150-14. - Permits.

No permit for land improvements or the erection, alteration, or enlargement of any building shall be issued by the building inspector unless there first be filed in his office by the applicant therefor, a plat, drawn to scale, and in such form as may be prescribed by the building inspector, correctly showing the location

and actual dimensions of the lot to be occupied, the dimensions and location on the lot of the building to be erected, altered or enlarged, together with a true statement in writing, signed by the applicant, showing the use for which such building is arranged, intended or designed, and furnishing such other information as the building inspector may require in the enforcement of the provisions of this chapter, and any failure to comply with the provisions of this chapter shall be good cause for the revocation of any such building permit by the building inspector. Prior to the pre-pour of any cement, concrete or asphalt for an unimproved residential lot a form survey noting setbacks and elevations must be filed with and accepted by the building inspector. Unclaimed permits shall expire six (6) months after the date of approval. Permits will expire after one (1) year from date of issuance. Any permit may be renewed provided that the City adopted Building Codes have not changed within one year of renewal date, unless major inspections have been completed.

Sec. 150-15. - Cluster housing development.

- a) *Purpose of CHD.* The purpose of a CHD is to allow creative residential development otherwise precluded by this chapter which has as its purpose a more efficient and functional use of land.
- b) *CHD permit required.* When the planning and zoning commission is petitioned by the owner of a tract of land zoned R-2 and comprising an area of not less than two acres, for the purpose of creative residential development of a density not to exceed the maximum allowed in the R-2 residential district, the planning and zoning commission may recommend to the city commission the granting of a permit in accordance with the provisions of this section.
- c) *CHD permit fees.* A CHD application shall be accompanied by a permit fee of \$75.00. No action by the city commission shall be valid until the permit fee has been paid. This fee shall not be refunded should the CHD plan be disapproved by the city commission.
- d) *Permit procedure for CHD.* The regulations prescribed herein shall regulate the procedure for making application for a permit for a cluster housing development. The submittal of the preliminary CHD plan, the staff review and comments, the recommendations by the planning and zoning commission on the preliminary plan, the public hearing, the action by the city commission on the preliminary development plan, the submittal of the final development plan, the staff investigation and technical report, the recommendation by the planning and zoning commission on the final development plan, the public hearing, and the action by the city commission on the development plan. Approval of the preliminary development plan may be considered as approval of the final development plan if no changes are required by the planning commission and the city commission and all requirements are included on the development plan.
- e) *Preliminary and final CHD plan.* The following requirements and procedures shall be observed in the preparation and filing of the preliminary and final CHD plan:
 - 1) *Proof of ownership or control.* Before a preliminary CHD plan shall be approved for any improvement in an R-2 district, the owner of all the land included in said area, of all structures existing thereon, and all encumbrances of both said land area and structures, hereinafter known as the applicant, shall present sufficient evidence to establish that the applicants are in fact all the owners or have control of all outstanding interests of the land and structures thereon.
 - 2) *Time for filing and copies required.* The applicant shall file 25 blue or black line copies of the CHD plan and the permit fee set forth subsection (c) of this section with the department of planning at least 15 days prior to the date, at which formal application for the preliminary plat approval is made to the planning commission.
 - 3) *Contents.* The preliminary and the final CHD plans shall be certified by the applicants and shall conform to the specifications and requirements set forth in the section 26-2.020 and 26-2.03 of the subdivision regulations ordinance (appendix B to this Code), and contain any other information deemed necessary.
 - 4) *General requirements.*
 - a. *Yard requirements.*
 1. Front yard: None specified. Front yard setback may be required by the planning and zoning commission and city commission to insure conformity with surrounding areas.
 2. Side yard: None required, except for on corner lots, each of which shall have a side yard of at least ten feet.

3. Rear yard: None specified. Rear yard setback may be required by the planning and zoning commission and city commission to insure conformity with surrounding areas.
- b. *Minimum area requirements.*
 1. No site for CHD shall contain less than two acres.
 2. No cluster housing development shall exceed a density allowed in the R-2 residential district.
 - c. *Maximum building height.* Maximum height shall be 2 ½ stores or 35 feet.
 - d. *Maximum units per building.* The total dwelling units in any groups of attached dwelling shall not exceed six units.
 - e. *Minimum distance between buildings.* The minimum distance between buildings shall be ten feet.
 - f. *Minimum parking spaces.* Off-street parking shall be provided on the basis of two spaces per dwelling unit, both of which may be provided in a common parking area.
- f) *Preliminary and final CHD plan review.* Each CHD plan shall be submitted to the department of planning and shall be reviewed in accordance with the procedure set forth in section 26-2.03 E of the subdivision regulation ordinance (appendix B to this Code).
 - g) *CHD plan recording.* Upon approval of the final CHD plan by the city commission, the applicant shall record one of the approved final plans with the department of planning.
 - h) *Effects of recording CHD plan.* All final CHD plans registered and recorded hereunder shall be binding upon the applicant and his heirs, successors and assigns, shall limit and control the issuance and validity of all permits, and shall restrict and limit the construction, location, use, and operation of all land and structures included within such plans to all conditions and limitations set forth in such plans.
 - i) *Amendments and appeals.* All applicants for a CHD and site plan which are disapproved may file with the reviewing agents who disapproved the plan an amendment to such plan or an amended plan, which amendment or amended plan shall be limited exclusively to changes made necessary to accomplish compliance, with the grounds for disapproval stated by the reviewing agent. Such amendment or amended plan shall be reviewed in accordance with the same time limits and procedures as provided herein for original submission.
 - j) *Coordination with subdivision regulations.* It is the intent of this section that the subdivision ordinance (appendix B to this Code) is carried out simultaneously with the review of a cluster housing development under other pertinent sections of the subdivision ordinance (appendix B to this Code).
 - 1) The plans required under this section must be submitted in a form which will satisfy the requirements of the subdivision ordinance (appendix B to this Code) for the preliminary and final plans required under those regulations.
 - 2) Both this section and other sections of the subdivision ordinance (appendix B to this Code) contain regulations which apply to such matters in the design of a cluster housing development as streets and open spaces. In any cluster housing development for which the provisions of two ordinances are in conflict, the most stringent shall prevail.

Sec. 150-16. - Neighborhood shopping center.

- a) The owner of any tract of land comprising an area of not less than 2 ½ acres and not lying within a business district may submit a development plan for a neighborhood shopping center. Such application shall be processed in accordance with the provisions of section 150-20.
- b) The city planning commission may recommend to the city commission that such application be approved if the application conforms to the following:
 - 1) The uses permitted in the center shall be limited to those of the B-1 neighborhood business district as listed in section 150-8.
 - 2) The entire development is designed as a single architectural unit with appropriate landscape and architectural treatment of the entire area.
 - 3) At least four times the gross floor area of the stores included in the development is provided in off-street parking areas, which are integral parts of the design of the unit plan.
 - 4) The appropriate use of property adjacent to the area included in the plan will be fully safeguarded, and to this end, the city commission may make such requirements as it deems necessary.
 - 5) Satisfactory evidence shall be submitted that the automobile parking areas and the landscaped

areas will be properly constructed and maintained.

- 6) The plan is consistent with the intent and purposes of this chapter to promote the public health, safety, and general welfare.

Sec. 150-17. - Certificate of occupancy.

- a) No vacant land shall be occupied or used except for agricultural uses, until a certificate of occupancy shall have been issued by the building inspector.
- b) No premises shall be used and no buildings hereafter erected or structurally altered shall be used, occupied or changed in use, until a certificate of occupancy and compliance shall have been issued by the building inspector, stating that the building or proposed use of a building or premises complies with the building laws and the provisions of these regulations.
- c) Certificates of occupancy and compliance shall be applied for coincident with the application for a building permit and shall be issued within ten days after the erection or structural alterations of such buildings or land improvements shall have been completed in conformity with the provisions of these regulations.
- d) No permit for excavation for any building shall be issued before application has been made for a certificate of occupancy and compliance.
- e) A certificate of occupancy shall be required of all nonconforming uses. Application for a certificate of occupancy for nonconforming uses shall be filed with the building inspector within 12 months from the effective date of the ordinance from which this chapter is derived.

Sec. 150-18. - Boundaries of districts; rules where uncertainty may arise.

Where uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of this chapter, the following rules apply:

- 1) The district boundaries are either streets or alleys unless otherwise shown, and where the districts designated on the zoning map are bounded approximately by street or alley lines, the street or alley shall be construed to be the boundary of the district.
- 2) Where the district boundaries are not otherwise indicated, and where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be the lot lines, and where the districts designated on the zoning map are bounded approximately by lot lines, the lot lines shall be construed to be the boundary of the districts unless the boundaries are otherwise indicated on the map.
- 3) In un-subdivided property, the district boundary lines on the zoning map shall be determined by use of the scale appearing on the map.

Sec. 150-19. - Board of adjustment.

- a) A board of adjustment is hereby established.
- b) The board of adjustment shall consist of five members who are property owners in the city, each to be appointed for a term of two years and removable for cause by the city commission upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.
- c) The board shall adopt rules in accordance with the provisions of this chapter. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine. Such chairman or, in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision, or determination of any administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under any such ordinance, or to effect any variation in such ordinance.
- d) Appeals to the board of adjustment may be taken by any person aggrieved or by any officer, department, board or bureau of the city affected by any decision of the building inspector. Such appeal shall be taken within a reasonable time, as provided by the rules of the board, by filing with the officer from whom the appeal is taken and with the board of adjustment a notice of appeal specifying the grounds therefor,

and by paying a filing fee of \$ 250.00 plus \$20.00 for each additional variance at the time the notice is filed, which shall be credited to the general fund of the city. In all cases where publication of notice of public hearing in the official publication of the city is required by this chapter and the laws of the state, the applicant, in such instances, shall deposit with the city secretary such sum as may be required to pay the cost of such publication before such publication is made. The officer from whom the appeal is taken shall forthwith transmit to the board all the papers constituting the record upon which the action appealed was taken. An appeal stays all proceedings in furtherance of the action appealed, unless the officer from whom the appeal is taken certifies to the board of adjustment, after the notice of appeal shall have been filed with him, that, by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such cases, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the board of adjustment or by a court of record on application or notice to the officer from whom the appeal is taken and on the cause shown. The board of adjustment shall fix a reasonable time for the hearing of the appeal, giving public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any party may appear in person or by agent or attorney.

e) The board of adjustment shall have the following powers:

- 1) To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this chapter.
- 2) When a property owner can show that a strict application of the terms of this chapter relating to the use, construction or alteration of buildings or structures or the use of land will impose upon him practical difficulties or particular hardship, the board may consider and allow variations of the strict application of the terms of this chapter if the variations are in harmony with the general purpose and intent of this chapter, and the board is satisfied, under the evidence heard by it, that a granting of the variation will not merely serve as a convenience to the applicant but will alleviate some demonstrable hardship or difficulty so great as to warrant a variation from the comprehensive plan created by this chapter.
- 3) The board may authorize a variance where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property of record at the time of the adoption of the ordinance from which this section is derived or by reason of exceptional topographical conditions or other extraordinary or exceptional situation or condition of a specific piece of property, the strict application of a provisions of this chapter would result in peculiar and exceptional practical difficulties and particular hardship upon the owner of the property and amount to a practical confiscation of the property as distinguished from a mere inconvenience to the owner, provided the variation can be granted without substantial detriment to the public good and without substantially impairing the general purpose and intent of the comprehensive plan as established by the regulations and provisions contained in this chapter.
- 4) When, in its judgment, the public convenience and welfare will not be substantially or permanently injured, the board of adjustment may, in a specific case, after public notice and hearing and subject to appropriate conditions and safeguards, authorize special exceptions to the regulations herein established as follows:
 - a. To permit a transitional use between a business or industrial district and a dwelling district where the side of a lot in a one-family district or a two-family district abuts upon a lot zoned for business or industrial purposes as follows: on a lot in a single-family dwelling district which sides upon a lot zoned for business or industrial purposes, the board may permit a two-family dwelling.
 - b. To permit the extension of a building or use into a more restricted district, immediately adjacent thereto, but not more than 50 feet beyond the boundary line of the district in which such building or use is authorized.
 - c. To grant, in undeveloped sections of the city, temporary and conditional permits for not more than two years. The granting or existence of such temporary or conditional permit shall not be reason or cause for the extension of such permit.
 - d. To permit such modification of yard, open space, lot area or lot width regulations as may be necessary to secure an appropriate improvement of a parcel of land if such parcel is separately owned at the time of the passage of the ordinance from which this section is derived or subsequent annexation of the city and is of such restricted area

- that it cannot be appropriately improved without such modification.
- e. To determine in cases of uncertainty the classification of any use not specifically named in this chapter.
 - f. To grant a permit for the extension of a use, height or area regulation into an adjoining district, where the boundary line of the district divided a lot in a single ownership at the time of the adoption of the ordinance from which this section is derived.
 - g. To permit as an accessory use a parking area for passenger automobiles on a lot or lots in a single-family, duplex, or apartment house district adjoining or across a street of not more than 50 feet in width from an R-1 or R-2 district, subject, however, to the following provisions:
 - 1. The area shall be properly enclosed with a hedge screen, fence, wall or other suitable enclosure having a height of not less than three feet or more than six feet. Such fence or enclosure shall conform to the front yard regulations of the district in which it is located.
 - 2. The area shall be paved.
 - 3. No parking of vehicles shall be permitted within six feet of any adjoining lot on which is located a single-family residence, duplex or multiple dwelling.
 - 4. One sign, not exceeding 2 ½ square feet in area, may be erected identifying the lot.
 - 5. No charges may be made for parking, and no other business use may be made of the lot.
 - 6. Any light used to illuminate said parking area shall be so arranged as to direct the light away from any adjoining premises used for residential purposes.
 - h. To permit the reconstruction of a building occupied by a nonconforming use, or to permit the extension of a nonconforming use of a building upon the lot occupied by such use or building at the time of the passage of the ordinance from which this section is derived.
- 5) Any appeal or permit granted by the board of adjustment shall have perpetual approval for the property.
 - f) In exercising the powers established by this section, the board may, in conformity with the provisions of this section, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken.
 - 1) In considering all appeals and all proposed variations to this chapter, the board shall, before making any finding, in a specific case, first determine that the proposed variation will not constitute any change in the district map and will not impair an adequate supply of light and air to adjacent property, materially increase the congestion in public streets, increase the public danger of fire and safety, materially diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, comfort, morals and welfare of the city.
 - 2) Every variation granted or denied by the board shall be accompanied by a written finding of fact, based on sworn testimony and evidence, specifying the reason for granting or denying the variation.

Sec. 150-20. - Changes and amendments.

- a) The city commission may from time to time amend, supplement, or change by ordinance the boundaries of the districts or the regulations herein established.
- b) Before taking any action on any proposed amendment, supplement or change, the city commission shall submit the same to the city planning commission for its recommendation and report.
- c) A public hearing shall be held by the city commission before adopting any proposed supplement, amendment or change. Notice of such hearing shall be given by publication twice in the official publication of the city stating the time and place of such hearing, which time shall not be earlier than 15 days from the first day of such publication.
- d) Written notice of all public hearings before the Planning & Zoning Commission on a proposed amendment of change shall be sent to all owners or real property lying within two hundred (200) feet of the property on

which the change is requested. Such notice shall be given not less than ten (10) days before the date set for hearing by posting use notice properly addressed and postage paid to each taxpayer as ownership appears on the Appraisal District.

- e) Unless such proposed amendment, supplement or change has been approved by the city planning and zoning commission or if a protest against such amendment, supplement or change has been filed with the building inspector, duly signed and acknowledged by the owners of 20 percent or more, either of the area of the lots included in such proposed change, or those immediately adjacent in the rear thereof extending 200 feet therefrom, or of those directly opposite thereto extending 200 feet from the street frontage of such opposite lots, such amendment, supplement or change shall not become effective except by a three-fourths vote of the city commission.
- f) Any appeals to either the city commission or the city planning and zoning commission pursuant to this section shall not be considered unless a filing fee in the amount of \$300.00 shall accompany each appeal so made. In all cases where publication of notice of public hearing in the official publication of the city is required by this chapter and the laws of the state, the applicant shall deposit with the city secretary such sum as may be required to pay the cost of such publication before such publication is made.
- g) Any appeal contemplated by any section of this chapter, including, but not limited to, appeals under section 150-19 and this section, shall only be made by the record owner of the property. If an amendment, supplement or change by ordinance is granted to a property owner as the result of an appeal under this section, whereby a change is made from a more restricted to a less restricted area, such amendment, supplement or change, and the ordinance so granting same, shall become null and void, and the property shall revert to its former designation if any terms of the ordinance are violated by the property owner within one year from the effective date of said amendment, supplement or change.

Sec. 150-21. - Enforcement and penalty for violation.

- a) It shall be the duty of the building inspector to enforce the provisions of this chapter and to refuse to issue any permit for any building or for the use of any premises which would violate any of the provisions of this chapter.
- b) In the event any building is erected, constructed, reconstructed, altered, repaired, or converted or any building or land is used in violation of this chapter, the building inspector is authorized and directed to institute any appropriate action to put an end to any such violation.
- c) Any person who shall violate any of the provisions of this chapter or fail to comply therewith or with any of the requirements thereof or who shall build or alter any building in violation of any detailed statement or plan submitted and approved hereunder shall be guilty of a misdemeanor and shall be liable to a fine of not more than \$200.00, and each day such violation shall be permitted to exist shall constitute a separate offense. The owner of any building or premises, or part thereof, where anything in violation of this chapter shall be placed or shall exist, and any architect, engineer, builder, contractor, agent, person or corporation employed in connection therewith and who may have assisted in the commission of any such violation shall be guilty of a separate offense and upon conviction thereof shall be fined as provided in this section.

Sec. 150-22. - Interpretation, purpose and conflict.

In interpreting and applying the provisions of this chapter, this chapter shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, comfort, morals, prosperity and general welfare. It is not intended by this chapter to interfere with or abrogate or annul any ordinance, rules, regulations, or permits previously adopted or issued, and not in conflict with any of the provisions of this chapter, or which shall be adopted or issued pursuant to law relating to the use of building or premises, and likewise not in conflict with this chapter; nor is it intended by this chapter to interfere with or abrogate or annul any easements, covenants or other agreements between parties, except that, if this chapter imposes a greater restriction, this chapter shall control.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 16th day of January, 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission 6th day of February 2018.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Elizabeth M. Walker, CITY SECRETARY

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

B. Discussion and consideration regarding the Conditional Use Permit to operate a daycare at 610 W. 13th Street, Weslaco. (There was no action on this item January 16, 2018; Staffed by City Manager's Office.)

Commissioner Kerr, seconded by Commissioner Mayor Pro Tem, moved to discuss.

Mardoqueo Hinojosa stated the committee met on January 24, 2018 to review the meeting of 2016.

Commissioner Muñoz noted action was approved as read from the agenda with no conditions since the amended motion with intended conditions had no second. Mayor Pro Tem Tafolla noted he introduced the motion as read because there were no other conditions on other daycares. The City Manager stated the letter to Ms. Gail Weigel Ortiz following that meeting identified the terms of the conditional use permit as issued.

In response to Mayor Pro Tem Tafolla, Mardoqueo Hinojosa stated the original plan submitted proposed four classrooms; however, the applicant lacked funds at the time for the fourth bedroom but complied with parking requirement and never struck that fourth room from the plans. As the City Attorney stated there is a concern for legal implications if reversed, the City Manager recommended discussing in executive session. Mayor stated the item would be consulted in executive session.

V. NEW BUSINESS

A. Discussion and consideration to approve Resolutions 2018-15 through 2018-22 expressing support for applications to the Texas Department of Housing and Community Affairs for 2018 for competitive nine-percent housing tax credits for the following proposed developments:

- 1) Avanti at Sienna Palms Legacy
- 2) Avanti at Westgate Legacy
- 3) Jasmine Village Apartments
- 4) Luna Vista
- 5) Midway North Village
- 6) Midway North Senior Village
- 7) Midway Villas
- 8) Weslaco Villas

and authorize the Mayor to execute any related documents. Possible action. (Staffed by the City Manager's Office.)

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

The City Manager recommended those applicants present be permitted three minutes to present their projects; he recommended no action at this time, requesting for legal consultation with City Attorney in executive session.

Henry Flores, developer of Avanti at Sienna Palms Legacy and Avanti at Westgate Legacy, stated both projects are in the Extraterritorial Jurisdiction as affordable housing for elderly residents and will be requesting voluntary annexation if approved.

Sunny Phillips, representing a non-profit organization for Jasmine Village Apartments, stated the proposed development is located at 1302 W. Sugarcane, inside city limits, serviced with water and sewer. It is a mixed development for elderly and moderate-low income.

Jed Brown, developer for Midway North Village and Midway North Senior Village, stated both projects are in the Extraterritorial Jurisdiction as taxable developments; he would be requesting voluntary annexation.

Donna Rickenbecker, representing Midway Villas project, stated this would be a senior community; already taxpayers of the City and would seek annexation if approved.

There was no representative on behalf of Luna Vista. Mayor Pro Tem Tafolla rescinded his motion.

B. Discussion and consideration to approve to an Interlocal agreement with Weslaco Independent School District for a joint school/city park at Clecker-Heald Elementary School include improvements and utilization of facilities and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)

Commissioner Kerr abstained from discussion and vote.

The City Manager stated a joint workshop held with the school district had discussions that entertained the possibility of sharing two school playgrounds. The school district will have the interlocal agreements on their next agenda for approval. The City Manager stated the Interlocal for Clecker-Heald Elementary School outlined joint efforts for improvements and usage; the City would be responsible for any damages after hours; and carry insurance for any accidents. He noted agenda item C was identical terms for Memorial Elementary and recommended approval of both.

Commissioner Muñoz, seconded by Commissioner Pedraza, moved to approve an Interlocal agreement with Weslaco Independent School District for a joint school/city park at Clecker-Heald Elementary School include improvements and utilization of facilities. The motion carried Commissioner Kerr abstained; Mayor Suarez was present and voting.

C. Discussion and consideration to approve an Interlocal agreement with Weslaco Independent School District for a joint school/city park at Memorial Elementary School to include

improvements and utilization of facilities and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)

Commissioner Kerr abstained from discussion and vote.

Commissioner Muñoz, seconded by Mayor Pro Tem Tafolla, moved to approve an Interlocal agreement with Weslaco Independent School District for a joint school/city park at Memorial Elementary School to include improvements and utilization of facilities. The motion carried with Commissioner Kerr abstaining; Mayor Suarez was present and voting.

D. Discussion and consideration to approve a variance from Subdivision Ordinance 26-37, on behalf of Domain Development Corporation, to reduce park fees from The Villages at Westgate Subdivision in 50% and place remaining fees at building stage at builder's expense. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated park fees collected is as follows: one (1) acre for 120 dwelling unit; \$250 per apartment or \$400 for a residential lot. The developer is requesting to split the cost, 50% now and remaining fees during building stage at his expense; there are 86 lots for a total fee of \$86,000.00. This is permissible per City ordinance with Commission approval.

In response to Commissioner Muñoz, staff stated fees collected are allocated to the closet parks.

The City Manager recommended approval as other cities allow this consideration.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve a variance from Subdivision Ordinance 26-37, on behalf of Domain Development Corporation, to reduce park fees from The Villages at Westgate Subdivision in 50% and place remaining fees at building stage at builder's expense. The motion carried unanimously; Mayor Suarez was present and voting

E. Discussion and consideration to submit individual liens for lots located on Sun Valley Subdivision from sanitary sewer improvements as stated on Resolution 2005-04 and filed at Hidalgo County Clerks Office Document No.1434619 and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

Commissioner Muñoz, seconded by Commissioner Lopez, moved to approve.

Mardoqueo Hinojosa stated a property owner after doing a title search found a lien of \$4,800 against her lot. Staff stated the lien should have applied to the whole subdivision and construction since has been allowed. In response to Commissioner Kerr, lots have been purchased with no other liens recorded in the subdivision. The City Manager recommended removing the lien and reimbursing the property owner who paid a prorated amount for her lot only.

Commissioner Muñoz rescinded his motion.

Commissioner Muñoz, seconded by Mayor Pro Tem Tafolla, moved to eliminate this lien and any other in this subdivision. The motion carried unanimously; Mayor Suarez was present and voting. Note this action was clarified following Executive Session this meeting.

F. Discussion and consideration to approve Ordinance 2018-05 approving a four-way stop at the intersection of Frost Proof Drive and N. Trace Drive. First Reading of Ordinance 2018-05. Possible action. (Staffed by Planning and Code Enforcement.)

Mardoqueo Hinojosa stated this is an odd-angled intersection; currently there is a two-way stop and staff recommends the installation of a four-way stop.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve Ordinance 2018-05 approving a four-way stop at the intersection of Frost Proof Drive and N. Trace Drive. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to approve the submission of the final proposed annual work plan for the City of Weslaco under the Hidalgo County Urban County Program, approve Resolution 2018-23 for year 31 (2018) to accept the allocation of approximately \$276,051.00, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Mayor Suarez abstained from vote.

Mardoqueo Hinojosa stated three allocations of funds are proposed: sanitary sewer improvements in the amount of \$268,170.00; general project administration in the amount of \$2,831.00 and Amigos De Valle contribution in the amount of \$5,000.00. Water improvements already have been completed in the same area as proposed as these sewer improvements, from Business 83 to 6th Street. In response to Mayor Pro Tem Tafolla, sewer improvements began in the Northwest quadrant identifying areas that qualify as low to moderate income.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve submission of the final proposed annual work plan for the City of Weslaco under the Hidalgo County Urban County Program, approve Resolution 2018-23 for year 31 (2018) to accept the allocation of approximately \$276,051.00. The motion carried; Mayor Suarez abstained from voting.

For the record, the following is the resolution:

RESOLUTION NO. 2018-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS ADOPTING THE 2018 WORK PLAN AND BUDGET FOR YEAR THIRTY-ONE (31) URBAN COUNTY PROGRAM

WHEREAS, the City of Weslaco is participating in the Urban County Program; and

WHEREAS, the City of Weslaco conducted a Public Hearing on Tuesday, October 3, 2017 at 6:00 P.M. at the Weslaco City Hall to solicit public input on community needs in compliance with CDBG requirements;

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

The Urban County work plan and budget for Year Thirty-One (31) 2018 is hereby adopted as follows:

Year 31

<u>PROGRAM ACTIVITY</u>	<u>BUDGET</u>
General Administration	\$ 2,881.00
Water/Sewer Improvements	268,170.00
Senior Services - Amigos del Valle	<u>5,000.00</u>
TOTAL	\$276,051.00

PASSED, APPROVED AND ADOPTED THIS THE 6TH DAY OF FEBRUARY 2018.

CITY OF WESLACO
/s/David Suarez, Mayor

ATTEST:

/s/Elizabeth Walker, CITY SECRETARY

APPROVED AS TO FORM:

/s/Juan Gonzalez, CITY ATTORNEY

H. Discussion and consideration to award City National Capital Finance the most advantageous proposal for financing of the purchase of Weslaco Fire Department 2018 Tahoe and 2018 F-250 Truck and authorize the Mayor to execute a Master Lease Agreement. Possible action. (Staffed by Finance Department.)

Mary Barrera, Finance Director, recommended approval of City National Capital Finance as the most advantageous proposal, which includes a Master Lease Agreement in an amount not to exceed \$750,000.00 to facilitate future financings, if needed. The execution of the Master Lease Agreement does not obligate the City to choose any further financings unless they are the most advantageous respondent. Staff recommends approval and to execute the Master Lease Agreement.

In response to Mayor Suarez, funds for this purchase are within the 25% threshold allowed by ordinance for the Fire vehicle replacement program. The purchase of the vehicles was approved in December. Chief Lopez stated the Tahoe will replace an Expedition and the 250 Truck will replace a 2003 pickup.

Commissioner Pedraza, seconded by Commissioner Lopez, moved to award City National Capital Finance as the most advantageous proposal for financing of the purchase of Weslaco Fire Department 2018 Tahoe and 2018 F-250 Truck and authorize the Mayor to execute a Master Lease Agreement. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to amend Republic Services agreement to allow for additional charges for overfilling of commercial trash dumpsters in the amount of \$37.50 per yard. Possible action. (Staffed by Finance Department.)

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

The City Manager requested no action for this item and Item J because Mayor Pro Tem Tafolla would like to have specific wording in the contract to review at the next meeting; Republic Services is currently in year two of a five-year contract.

Mayor Pro Tem Tafolla stated he would want to give business owners time to be notified of the overfilling concern; Mayor Suarez stated the city cannot subsidize if the charge is not in the contract.

Mayor Suarez stated there would be no action for Items I and J.

J. Discussion and consideration to approve Ordinance 2018-06 amending the Master Fee Schedule to reflect the overfill charges and authorize the Mayor to execute any related documents. First Reading of Ordinance 2018-06. Possible action. (Staffed by Finance Department.)

There was no action on this item.

VII. EXECUTIVE SESSION

At 6:56 p.m. Commissioner Muñoz, seconded by Commissioner Pedraza, moved the regular meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:00 p.m., Commissioner Kerr excused himself from Executive Session and departed the meeting.

At 8:36 p.m. Mayor Suarez announced the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. 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 with the City Manager regarding the Police Chief applicants and develop a short-list as authorized by §551.074 of the Texas Government Code.

There was no action on this item.

C. 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.

D. Pending Litigation - Consultation with City Attorney regarding Cause No. T-0286-16-B Weslaco Independent School District, City of Weslaco and South Texas College, et al vs Jesus Bravo, et al as authorized by §551.071 of the Texas Government Code.

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to approve the settlement regarding Cause No. T-0286-16-B *Weslaco Independent School District, City of Weslaco and South Texas College, et al vs Jesus Bravo* as discussed in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

V. NEW BUSINESS

A. Discussion and consideration to approve Resolutions 2018-15 through 2018-22 expressing support for applications to the Texas Department of Housing and Community Affairs for 2018 for competitive nine-percent housing tax credits for the following proposed developments:

- 1) Avanti at Sienna Palms Legacy
- 2) Avanti at Westgate Legacy
- 3) Jasmine Village Apartments
- 4) Luna Vista
- 5) Midway North Village
- 6) Midway North Senior Village
- 7) Midway Villas
- 8) Weslaco Villas

and authorize the Mayor to execute any related documents. Possible action. (Staffed by the City Manager's Office.)

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve resolutions of support for Avanti at Sienna Palms Legacy, Midway North Village and Midway Villas to the Texas Department of Housing and Community Affairs for 2018 for competitive nine-percent housing tax credits. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the following are the resolutions.

RESOLUTION NO. 2018-15

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF WESLACO EXPRESSING SUPPORT FOR THE APPLICATION OF AVANTI AT SIENNA PALMS LEGACY TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2018 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO DEVELOP AFFORDABLE RENTAL HOUSING AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Avanti at Sienna Palms Legacy, and its affiliates (the "**Applicant**") brought to the City of Weslaco (the "**City**") a proposal to develop an affordable rental housing community named Avanti at Sienna Palms Legacy (the "**Housing Community**") to be located at 6.5 acres near the NEC of Cardinal Dr. & Mile 6½W., Weslaco, Hidalgo County, Texas 78596 (the "**Development Site**").

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs ("**TDHCA**") for an allocation of 2018 Competitive 9% Housing Tax Credits ("**HTC**") for the construction and development of the Housing Community.

WHEREAS, the City believes that the development of the Housing Community will be beneficial to the City and its residents and desires to evidence its support for the Housing Community and to provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 for such development.

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

1. The findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and HTC Application #18188.

3. The City, acting through its governing body, hereby confirms that it will provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 to the Housing Community.

4. This formal action has been taken to put on record the opinions expressed by the City on the date set forth below.

5. The City, acting through its governing body, hereby authorizes, empowers, and directs the Mayor to execute this Resolution on behalf of the City and to certify these resolutions to TDHCA.

DULY RESOLVED by the City Commission of the City of Weslaco, on this the 6th day of February 2018.

RESOLUTION NO. 2018-19

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF WESLACO EXPRESSING SUPPORT FOR THE APPLICATION OF BAH MIDWAY NORTH VILLAGE LTD TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2018 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO DEVELOP AFFORDABLE RENTAL HOUSING AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, BAH Midway North Village Ltd, and its affiliates (the “**Applicant**”) brought to the City of Weslaco (the “**City**”) a proposal to develop an affordable rental housing community named Midway North Village (the “**Housing Community**”) to be located on the 2200 eastside block of Mile 6½W., in the City of Weslaco, Hidalgo County, Texas 78596 (the “**Development Site**”).

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (“**TDHCA**”) for an allocation of 2018 Competitive 9% Housing Tax Credits (“**HTC**”) for the construction and development of the Housing Community.

WHEREAS, the City believes that the development of the Housing Community will be beneficial to the City and its residents and desires to evidence its support for the Housing Community and to provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 for such development.

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

1. The findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and HTC Application #18144.

3. The City, acting through its governing body, hereby confirms that it will provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 to the Housing Community.

4. This formal action has been taken to put on record the opinions expressed by the City on the date set forth below.

5. The City, acting through its governing body, hereby authorizes, empowers, and directs the Mayor to execute this Resolution on behalf of the City and to certify these resolutions to TDHCA.

DULY RESOLVED by the City Commission of the City of Weslaco, on this the 6th day of February 2018.

RESOLUTION NO. 2018-21

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF WESLACO EXPRESSING SUPPORT FOR THE APPLICATION OF TGO MIDWAY VILLAS 18 LP TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2018 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO DEVELOP AFFORDABLE RENTAL HOUSING AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, TGO Midway Villas 18 LP, and its affiliates (the “**Applicant**”) brought to the City of Weslaco (the “**City**”) a proposal to develop an affordable rental housing community named Midway Villas (the “**Housing Community**”) to be located near the NEC of Mile 6 ½ W. and W. Expy. 83, Midway North CDP, Hidalgo County, Texas 78596 (the “**Development Site**”).

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (“**TDHCA**”) for an allocation of 2018 Competitive 9% Housing Tax Credits (“**HTC**”) for the construction and development of the Housing Community.

WHEREAS, the City believes that the development of the Housing Community will be beneficial to the City and its residents and desires to evidence its support for the Housing Community and to provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 for such development.

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

1. The findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.
2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and HTC Application #18208.
3. The City, acting through its governing body, hereby confirms that it will provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 to the Housing Community.
4. This formal action has been taken to put on record the opinions expressed by the City on the date set forth below.
5. The City, acting through its governing body, hereby authorizes, empowers, and directs the Mayor to execute this Resolution on behalf of the City and to certify these resolutions to TDHCA.

DULY RESOLVED by the City Commission of the City of Weslaco, on this the 6th day of February 2018.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Elizabeth M. Walker, CITY SECRETARY

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

E. Discussion and consideration to submit individual liens for lots located on Sun Valley Subdivision from sanitary sewer improvements as stated on Resolution 2005-04 and filed at Hidalgo County Clerks Office Document No.1434619 and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

Commissioner Muñoz, seconded by Mayor Pro Tem Tafolla, moved to remove all liens associated with Sun Valley Subdivision for sewer line improvements. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Pro Tem Tafolla requested to change the order of the day introducing item VI. D. Reports.

VI. REPORTS

D. Report by Fire Department.

Eli Alvarado, Architect, stated construction documents are 75% complete; these plans are overbudget but working with administration to reduce cost and update schedule.

The City Manager stated \$600,000 was budgeted with a present shortfall of \$400,000; he expects to go out for bid April and break ground in June.

Antonio Lopez, Fire Chief, reported the department coordinated an EMT six (6) weeks of instructional course which generated \$11,500 from other cities; also received \$115,000 from the state for labor and vehicles contributed to Hurricane Harvey relief. Chief Lopez also reported the ISO rating decreased from Class 4 to Class 3, placing department in top 6% in nation.

A. Report by Weslaco Area Chamber of Commerce.

Doug Craft, CEO Chamber, reported on the Winter Texans Winter Expo and preparing for Onion Fest.

B. Report by Economic Development Corporation of Weslaco.

Marie McDermott, EDC Executive Director, reported on the “beam signing ceremony” for the incubator and is preparing for the permit process; also, the EDC is working on a 20-acre subdivision development at the Industrial Park.

C. Report by Inframark.

George Quilantan reported water treatment plant is producing at an average of 4.55mgd with no compliance issues and is soliciting quotes for Turbine pump; South Wastewater Treatment Plant treating an average of 1.13 MGD with no compliance issues; North Wastewater Treatment Plant treating an average of 1.99MGD with no compliance issues. Repairs for Aerator #2 should be completed within a month.

E. Report by Parks and Recreation Department.

David Arce reported on collaboration with Fire Department for the North Park project; paving completed at the Isaac Rodriguez Park south and middle loop of the park and canopy installed; and disc golf materials are on site for installation. Andrew Muñoz, Airport Director, noted sewer line replacement for restroom project had a 60-day delay.

F. Report by Planning and Code Enforcement.

Mardoqueo Hinojosa gave an overview of ongoing project construction, noting Villa Verde expected completion within 90 days; dedicated right-of-way for Border Avenue complete; Pleasantview Sewer Line project still dewatering.

G. Report by Public Works.

Pete Garcia reported on maintenance for drain ditches, detention ponds, pothole patching, and Adams Street manhole replacement project.

IX. ADJOURNMENT

Commissioner Muñoz, seconded by Mayor Pro Tem Tafolla, moved to adjourn at 9:28 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

ATTEST:

CITY SECRETARY, Elizabeth Walker

MAYOR, David Suarez

MAYOR PRO-TEM, Gerardo “Jerry” Tafolla

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

ABSENT
COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

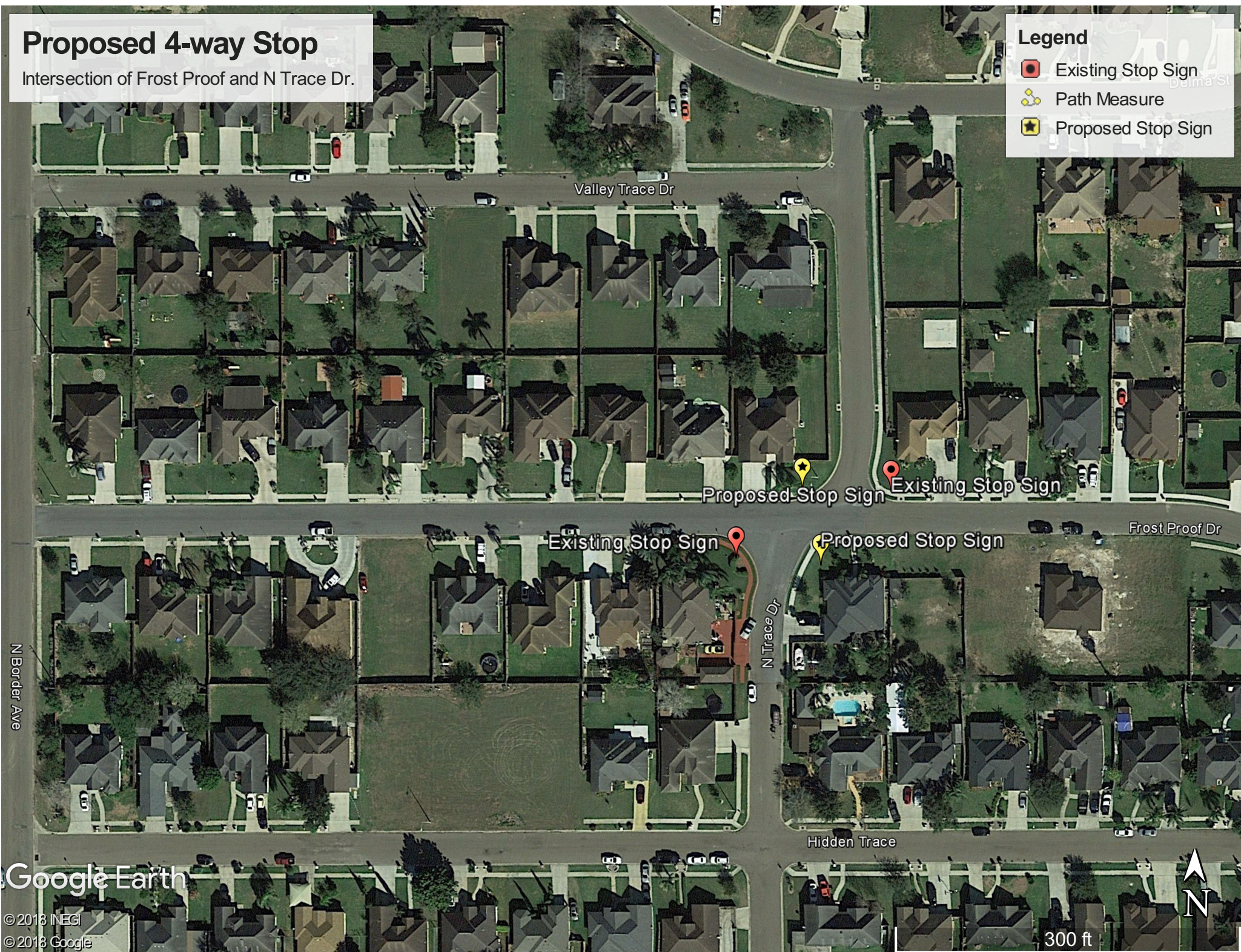
Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1494	
From: Mardoqueo Hinojosa			
Subject: Ordinance 2018-05 approving a four-way stop at the intersection of Frost Proof Drive and N. Trace Drive and authorize the Mayor to execute any related documents. (First Reading of Ordinance 2018-05 was held February 6, 2018; Staffed by Planning and Code Enforcement.)			
Background: Street intersection has an odd geometry. Currently, two-way stop is limiting appropriate free flow of traffic on Frost Proof Drive, while odd angle North Trace Drive has free flow. A 4-way stop is recommended for the intersection.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Aerial, Plans, 2018-05 four way stop			
Responsibilities upon Approval: Staff recommends approval.			

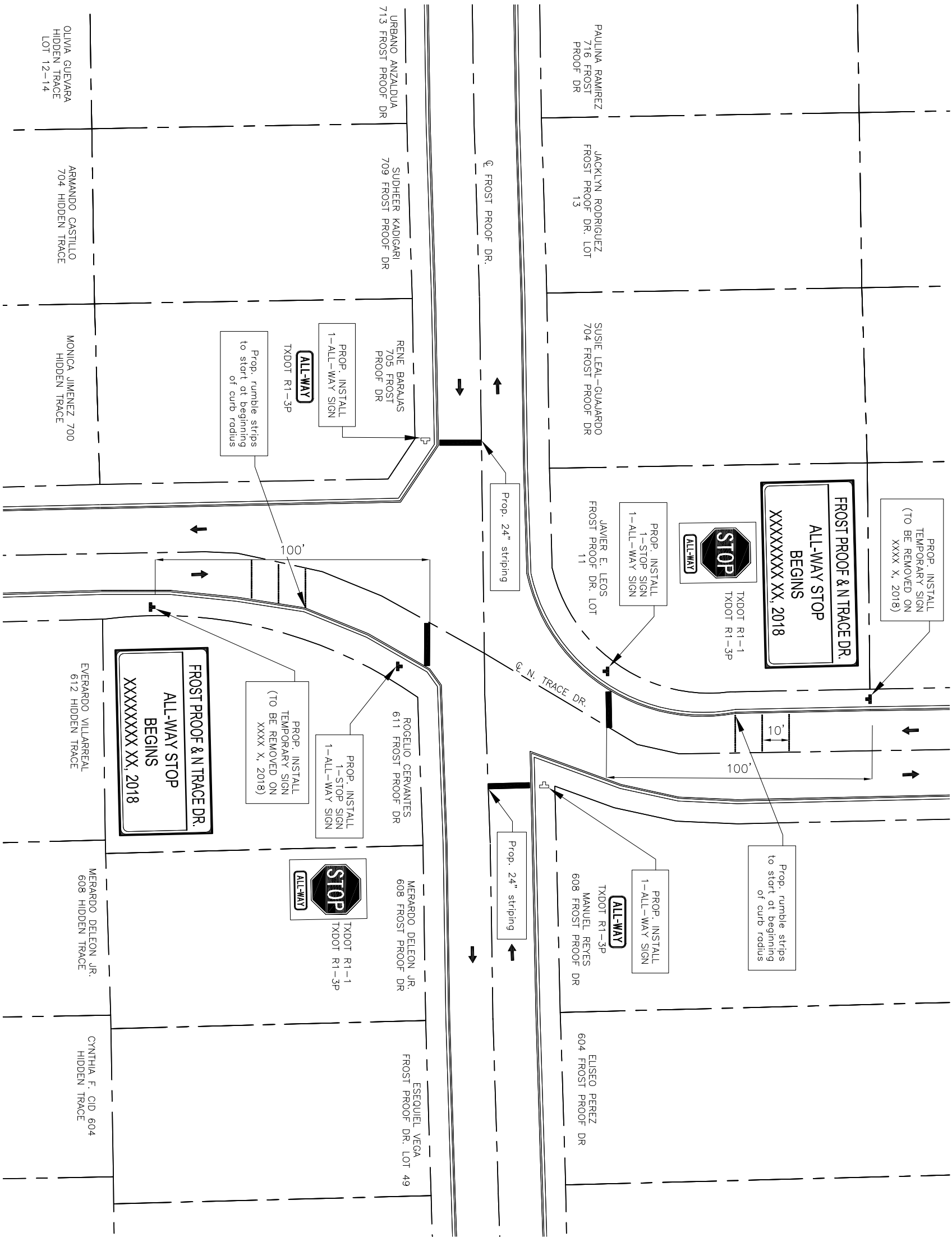
Proposed 4-way Stop

Intersection of Frost Proof and N Trace Dr.

Legend

-  Existing Stop Sign
-  Path Measure
-  Proposed Stop Sign



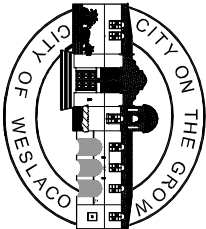


SCALE: 1" = 40'

LEGEND	
	EXISTING
	PROPOSED
	SMALL SIGN
	R.O.W.
	TRAFFIC FLOW

- GENERAL NOTES:
- REFER TO TXDOT SIGN MOUNTING DETAILS FOR SIGN INSTALLATIONS.
 - PROPOSED SMALL SIGNS SHALL BE INSTALLED USING NEW POST AND PANELS UNLESS OTHERWISE NOTED.
 - REFER TO TEXAS MUTCD MANUAL (LATEST VERSION) FOR SIGN DIMENSIONS

SEAL:



FOUR-WAY STOP SIGN
INTERSECTION OF
FROST PROOF & N. TRACE DR.

PLAN VIEW
SHEET: 1 OF 1

ORDINANCE NO. 2018-05

AN ORDINANCE AMENDING ARTICLE III, SECTION 27-57 UNIFORMITY; OFFICIAL DEVICES OF THE TRAFFIC ORDINANCE OF CITY OF WESLACO TO INSTALL A FOUR WAY STOP SIGN AT THE INTERSECTION OF FROST PROOF AND N TRACE DRIVE.

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

SECTION I: Section 27-57 Uniformity Official Devices of the traffic Ordinance of the City of Weslaco, all signs and signals required under this chapter for a particular purpose shall, so far as practicable, be uniform as to type and location throughout the city. All traffic-control devices so erected and not inconsistent with the provisions of state law or this chapter shall be official traffic control devices: To install a four way stop signs at the intersection of Frost Proof and N. Trace Drive.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 6th day of February 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 20th day of February 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: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1524	
From:			
Subject: Approval of Resolution 2018-24 authorizing an application for the 2018-2019 Homeland Security Grant Program (HSGP) to purchase a drone capable of fire infrared for structure firefighting, search and rescue operations, and Hazard Materials Response in an amount not to exceed \$24,000.00 with no local match required and authorize the Mayor to execute any related documents. (Staffed by the Fire Department.)			
Background: authorizing Fire Department to apply for the 2018-2019 Homeland Security Grant Program to purchase a Drone capable of fire infrared for structure/wild land firefighting, search and rescue operations, Hazard Materials Response, Medical Operations in an amount not to exceed \$24,000.00 with no local match required and authorize the Mayor to execute any related documents. (Staffed by the Fire Department)			
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):			
Antonio Lopez		Created/Initiated	
Antonio Lopez		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: Homeland Security Grant, Drone / Resolution , Matrice 210 description, Estimate_1866_from_Atlanta_Drone_Group__Skyfire_Consulting__Aevius, R2018-24 SHSPgrant Fire Dept			

Responsibilities upon Approval:

RESOLUTION 2018-

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the 2018 State Homeland Security Program Grant be operated for the 2018 fiscal year; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the FY2018 HS-Homeland Security Grant Program (HSGP) grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the 2018 State Homeland Security Program Grant to the Office of the Governor.

Grant Number:

Passed and approved this 20th day of February, 2018

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

MATRICE 210



Description

The all new **DJI Matrice 210** model surpasses the [Matrice 200](#) – being configurable for an upward-facing gimbal mount and dual-downward camera payloads, which dramatically expands the flight inspection capabilities of the drone unit – allowing for close range inspection flights for the undersides of bridges, towers and other typically inaccessible structures. The Matrice 200 lineup has been specifically designed and constructed for advanced drone pilots, aerial surveyors, inspectors, public officials, researchers and data analysts users to perform aerial inspections and complex photogrammetry. With the advent of the DJI Matrice 200 Series, DJI has demonstrated its longstanding commitment to engineering drone technology that is both affordable and is an easy-to-use tool for enterprises in the commercial and industrial industries.

The M200 series' collapsible body makes the drone unit highly portable– precisely form fitted into a laser-cut, foam-insert lightweight hard landing case that is outfitted for a variety of rugged environments. Donning a weather and water-resistant body, the M200 is the ideal drone unit for outdoor field operations.

DJI Matrice 210 Applications

Serving a wide variety of commercial and industrial uses and applications, the DJI Matrice 200 series drones are extremely powerful and versatile machines built as tools for work.

Drones in Public Infrastructure

The Matrice 200 series drones provide an added buffer zone between inspectors and hazardous conditions near high voltage power lines, telecommunications towers and bridges. Like never before, the majority of safety inspections and aerial surveying can all be conducted from the ground at a safe distance from areas of concern. Furthermore, with [the Zenmuse Z30](#) payload paired with the [Zenmuse XT thermal camera from FLIR](#), the M210 and [M210 RTK](#) can scope out millimeter-sized stresses and faults in high-rise buildings, and damaged roads and bridges with unprecedented accuracy and precision in real time.

Drones for Public Safety

Under extremely time-sensitive scenarios, EMS officials and other first responders need a versatile aerial platform that can deliver when the situation demands reliable gear and equipment the most. With a full range of supported visual and/or thermal sensors, the Matrice 210 and M210 RTK units are formidable side-kicks when battling fires, searches and natural disasters—saving lives and also reducing the risk of the brave men and women rescuing.

Atlanta Drone Group / Skyfire Consulting /
Aevius
C/O Advance Financial Corporation P.O. Box
720477
Atlanta, GA 30358
Info@ATLDrone.com
Atldrone.com



ESTIMATE

ADDRESS

City of Weslaco, TX

ESTIMATE # 1866

DATE 02/12/2018

ACTIVITY	QTY	RATE	AMOUNT
Pilot Services:Equipment EQUIPMENT BELOW	1	0.00	0.00
Products:DJI M210 Aircraft M210, Transmitter, 2 batteries, (ARTF) Almost Ready To Fly	1	8,999.00	8,999.00
Products:DJI X4S Camera DJI X4S Camera/Gimbal. 20Mp, 1" Sensor	1	599.00	599.00
Products:FLIR XT 640, 30, 13MM with XT Adaptor	1	10,699.00	10,699.00
TOTAL			\$20,297.00

Accepted By

Accepted Date

RESOLUTION 2018-24

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the 2018 State Homeland Security Program Grant be operated for the 2018 fiscal year; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the FY2018 HS-Homeland Security Grant Program (HSGP) grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the 2018 State Homeland Security Program Grant to the Office of the Governor.

Grant Number:

Passed and approved this 20th day of February, 2018

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1526	
From:			
Subject: Approval of the renewal of the Advanced Education Consultant agreement with Armando A. Martinez for the Weslaco Fire Department Education program. (Staffed by Fire Department.)			
Background: Renewal agreement. 1. Continuation of the Advanced Education, Pre-Hospital Education Program for the City's Fire Department. 2. Plan, develop, and coordinate in-service training for EMS personnel. Coordinate all EMS Courses consistent with Texas Department of State Health Services and National Registry. 3. Provide in house certification courses for personnel. 4. Conduct monthly training and review of protocols. 5. Coordinate ACLS, PALS, PEPP, PHTLS and AMLS courses with fire department personnel			
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):			
Antonio Lopez		Created/Initiated	
Antonio Lopez		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: 2018 Weslaco Advanced Education Consultant Contract 2-1-18			

Responsibilities upon Approval:

ADVANCED EDUCATION CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (this "Agreement") is made this ____ day of _____ 2018, between Armando A. Martinez (the "Consultant") and _____ The City of Weslaco (the "City").

WHEREAS, the City wishes to engage the services of the Consultant to perform for the City consulting services regarding EMS Training and Continuing Education. Any additional tasks not outlined in this Agreement shall be approved as an amendment to this contract and compensated as agreed to by both parties; and

WHEREAS, the Consultant wishes to assist the City in the development of such matters;

NOW, THEREFORE, in consideration of the mutual promises herein continued, the parties agree as follows:

1. **Term.** The respective duties and obligations of the parties hereto shall commence on _____, 2018 and shall continue thereafter until _____, 2018 whichever comes first, unless terminated for cause by either party giving ninety (90) days written notice to the other party.
2. **Consultation.** During the term of this Agreement, Consultant shall zealously pursue the development and continuous emergency medical education for the City. At all times, Consultant shall conduct himself for the benefit of the City, and never knowingly take any action inconsistent with the interest of the City. Consultant will not take any action that is inconsistent with Corporation's policy or any applicable State or Federal law.
3. **Limited Liability.** The Consultant is an independent contractor of the City and is not engaged hereunder as an employee of the City. The Consultant shall not be liable to the City, or to anyone who may claim any right due to his relationship with the City or any of its employees, agents or other persons affiliated in any way with the City, for any acts or omissions in the performance of the services provided hereunder, except when said acts or omissions of the Consultant are due to his willful misconduct. The City shall indemnify and hold Consultant harmless from any obligations, costs, claims, judgments, legal fees, and other attachments arising from the performance of the services rendered to the City hereunder, except when the same shall arise due to willful misconduct of Consultant.

4. **Compensation and Expenses.** For services rendered and to be rendered hereunder, Corporation agrees to pay Consultant a total of \$4,000.00 per month for work performed in the course of completing of each of the following tasks listed below. City is responsible for all materials and certification and course costs for personnel. City shall provide instructors for the teaching of courses.
 - (a) **Reestablish the Advanced Education Pre-Hospital Education Program for the City's Fire Department.**
 - (b) **Plan, develop, and coordinate in-service training for EMS personnel.**
 - (c) **Coordinate all EMS Courses consistent with Texas Department of State Health Services and National Registry.**
 - (d) **Provide in house certification courses for personnel.**
 - (e) **Conduct monthly training and review of protocols.**
 - (f) **Coordinate ACLS, PALS, PEPP, PHTLS and AMLS courses with fire department personnel.**
5. **Confidentiality.** Consultant recognizes and acknowledges that he may have access to certain confidential information of City or of certain corporations or individuals affiliated with City, and that all such information constitutes valuable, special and unique property of City and its affiliates. Consultant agrees that , during the term of this Agreement and for a period of six (6) months after the termination of the same, he will not, without the prior written consent of City, disclose or authorize or permit anyone under his direction to disclose to anyone not properly entitled thereto any of such confidential information.
6. **Assignment.** This Agreement is personal to Consultant and Consultant shall not subcontract or assign the performance of any portion of this Agreement without the prior written consent of the City. Any purported subcontract or agreement not approved shall be governed by the provisions of the Texas General Arbitration Act.

7. **Governing Law and Venue.** This Agreement and any dispute hereunder shall be construed under and in accordance with the law of the State of Texas, and all obligations of the parties hereunder are to be performed in _____ County, Texas.

EXECUTED this _____ day of _____, 2018

_____ City,

BY: _____

NAME: _____

TITLE: _____

Armando A. Martinez

Consultant

BY: _____

NAME: **Armando A. Martinez**

TITLE: **Consultant**



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1536
From:		
Subject: Approval of Memorandum of Understanding with University of Texas Rio Grande Valley for CERT training at UTRGV and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)		
Background: MOU as a partnership between the MA Disaster Studies Program and the Office of Emergency Management, City of Weslaco to provide CERT Training opportunity to students at UTRGV.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Elizabeth Walker	Created/Initiated	
Antonio Lopez	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approved.		
Staff Recommendation:		
Attachments, if any: MOU CERT Training Program_UTRGV_02082018_2122018		
Responsibilities upon Approval:		

Memorandum of Understanding

Between

M.A. in Disaster Studies Program (DSP),
Department of Sociology and Anthropology (DSOA),
College of Liberal Arts (CLA),
University of Texas Rio Grande Valley (UTRGV)

and

Office of Emergency Management,
The City of Weslaco (OEM-CW)

This Memorandum of Understanding (MOU) sets the terms and understanding between the M.A. in Disaster Studies Program (DSP), Department of Sociology and Anthropology, College of Liberal Arts and the Office of Emergency Management, City of Weslaco (OEM-CW) to jointly offer CERT Training.

Background

The DSP program at UTRGV provides students with critical training and experience in the field of emergency management to assist in preparing for and managing disasters when and where they occur. Offered on both the Edinburg and Brownsville campuses, the program is designed to accommodate the needs of professional students with coursework offered both online and evenings. In addition, disaster preparedness by all concerned key stakeholders is vital to build the resiliency of the RGV and reduce vulnerability. During a disaster event, emergency and disaster response members play important roles to help save lives of individuals living in the Valley. A study conducted by Kyne et. al. (2018) found that there only 7.4% out of 590 total respondents actually prepared themselves for future disasters while about 50% think that they are prepared but they are not prepared.¹ Therefore, there is a need to educate and encourage the local community to prepare for any future disasters as well as to train emergency response team members to reach out to those that are unprepared. To meet the need, the DSP program in collaboration with OEM-CW will provide a CERT Training program to prepare students to become emergency response team members who could reach out to those who are unprepared in a disaster or emergency event.

¹ Dean Kyne, Leslie Cisneros, Josue Delacruz, Bianca Lopez, Cristina Madrid, Rebecca Moran, Alma Provencio, Felix Ramos, Maria Fernanda Silva (2018). Individual Disaster Preparedness for Building Hurricane Disaster Resilient Rio Grande Valley. *International Journal of Mass Emergencies and Disasters*. Under review

Purpose

This MOU will outline a partnership between the MA Disaster Studies Program and the Office of Emergency Management, City of Weslaco to provide CERT Training opportunity to students at UTRGV.

Goals

1. To provide CERT Training program to all students studying at UTRGV
2. To increase the number of emergency team members who could reach out to unprepared individuals during a disaster and emergency events
3. To increase resiliency of RGV communities by preparing more emergency response team members

Activities

The above goals will be accomplished by undertaking the following activities:

- About 100 undergraduate students (62 students enrolled in SOCI 3348 Disaster and Society course and 38 students enrolled in other undergraduate courses) at UTRGV will participate in the training in Spring 2018, and other 100 students will participate in Fall 2018.
- Identify and deploy one (1) Certified Trainer (provided by OEM-CW) and six (6) Assistant Trainers provided by both UTRGV and OEM-CW.
- A total of 20 hours of training is recommended. The hours could be distributed in five sessions in February, March, April in Spring 2018, and in September, October, and November in Fall 2018. Each session consists of 4 hours of class room learning and exercises.
- The training will take place in classrooms located at the UTRGV-Edinburg campus
- The graduating ceremony for the first cohort in Spring 2018 will be held in April at the UTRGV-Edinburg campus while the other graduating ceremony for the second cohort in November 2018 will take place at the UTRGV-Edinburg campus.
- UTRGV will prepare certificates of completion printed with the UTRGV and OEM-CW logos
- UTRGV will coordinate to receive certificate of completion issued by Texas Department of Health Services
- UTRGV will organize graduation ceremony and will send invitation letters to concerned key stakeholders who are involved in disaster and emergency management in the RGV while OEM-CW will also invite their guests.

	Spring 2018	Fall 2018	2017-2018 Academic Year
Estimated Trainees:	100	100	200
Trainer(s):	7	7	14
1 Certified Trainer	OEM-CW	OEM-CW	
6 Assistant Trainers	UTRGV + OEM-CW	UTRGV + OEM-CW	
Training Hours:			
Session I (4 hours + 3 hours self-study)	February	September	
Session II (4 hours + 3 hours self-study)	March	October	
Session III (4 hours + 2 hours self-study)	April	November	
Total hours of training	20	20	40
Training place:	UTRGV, Edinburg Campus	UTRGV, Edinburg Campus	
Training resources:			
Provided by UTRGV			
A4-Papers	UTRGV	UTRGV	
Photocopying	UTRGV	UTRGV	
Classroom	UTRGV	UTRGV	
Water	UTRGV	UTRGV	
Refreshment & Drink	UTRGV	UTRGV	
Rest rooms	UTRGV	UTRGV	
Other training materials (eg. Fire truck, medical emergency responders, human dummy, etc.)	OEM-CW	OEM-CW	
Provided by OEM-CW			
Study materials	OEM-CW	OEM-CW	
Graduation Ceremony:			
Graduation Ceremony for Class of 2018	April	November	
Place of graduation ceremony	UTRGV, Edinburg	UTRGV, Edinburg	
Preparing Certificates	UTRGV	UTRGV	

Reporting

The program's effectiveness will be evaluated with pre- and post-survey method.

Funding

This MOU is not a commitment of funds. Upon successful completion of this CERT Training program in this academic year, both partners would seek submission of funding application to potential funding organizations such as Federal Emergency Management Agency (FEMA) and Lions Clubs International Foundation. The application for the funding for a three-year period will request training costs (for UTRGV) including training materials, emergency responder's protective gears, human dummy, papers, photocopying, and expenses for graduation ceremony, compensation for certified trainers (for OEM-CW) and assistant trainers (for UTRGV and OEM-CW), and operation expenses for fire truck and medical emergency responder equipment for training purposes (for OEM-CW).

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from both partners. This MOU shall become effective upon signature by the authorized officials from the both partners and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from both parties of this MOU shall end on January 30, 2019.

Contact Information

Dr. Dean Kyne
Coordinator, CERT Training Program
Assistant Professor
MA Disaster Studies Program
University of Texas Rio Grande Valley
1201 W University Dr.
Edinburg, TX 78504
Tel.: 956-665-2572
Fax: 956-665-2343
E-mail: dean.kyne@utrgv.edu

Rich Stubbs
Coordinator
Office of Emergency Management
City of Weslaco
119 E. 5th St
Weslaco, Texas 78596
Tel.: 956-447-3287
Fax: 956-969-3167
E-mail: rstubbs@weslacotx.gov

University of Texas Rio Grande Valley

**Office of Emergency Management, City of
Weslaco**

_____(Signature)

_____(Date)

Dr. William Donner
Director
M.A. Disaster Studies Program

_____(Signature)

_____(Date)

Mayor David Suarez
City of Weslaco

_____(Signature)

_____(Date)

Dr. Dean Kyne
Coordinator, CERT Training Program
M.A. Disaster Studies Program

_____(Signature)

_____(Date)

Antonio Lopez, LP
Fire Chief / Emergency Manager
Office of Emergency Management
City of Weslaco

_____(Signature)

_____(Date)

Dr. Ramon Guerra
Chairperson
Department of Sociology and Anthropology
College of Liberal Arts

_____(Signature)

_____(Date)

Rich Stubbs
RGV CERT Coordinator
Office of Emergency Management
City of Weslaco

_____(Signature)

_____(Date)

Dr. Walter Diaz
Dean
College of Liberal Arts



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1555	
From:			
Subject: Approval of a Memorandum of Understanding with the City of South Padre Island to provide Mobile Intensive Care Unit Ambulances March 15-17, 2018 and authorize the Mayor to execute any related documents. (Staffed by the Fire Department.)			
Background: MOU is for Spring Break 2018 on South Padre Island. This will cover the deployment of State Asset Weslaco AmBus for payment of services rendered during 3- 12 hour operational periods during spring break 2018. this will not include ambulances as only the AmBus will be operational.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Antonio Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: Weslaco Fire Department MOU.DNRBZ.v1			
Responsibilities upon Approval:			



**MEMORANDUM OF UNDERSTANDING DEFINING ROLES AND
RESPONSIBILITIES OF THE CITY OF SOUTH PADRE ISLAND AND THE
WESSLACO FIRE DEPARTMENT IN REGARDS TO THE PROVISION OF
MOBILE INTENSIVE CARE UNIT AMBULANCES**

This Memorandum of Understanding (MOU) is entered into, by and between the, City of South Padre Island, hereinafter referred to as the (SPI), a political subdivision of the State of Texas and Weslaco Fire Department, hereinafter called the (WFD), collectively, (Parties), to define the roles and responsibilities of the Parties in regards to the provision of Mobile Intensive Care Unit ambulances.

WITNESSETH

WHEREAS, The SPI Fire Department anticipates the potential for increased ambulance coverage during the period from March 13th to March 17th 2018; and,

WHEREAS, The WFD, a Texas licensed EMS, agrees to make available one or more Mobile Intensive Care Unit ambulances, as well as the AmBus staffed with 6 paramedics; and,

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I. PURPOSE

WFD, a Texas licensed EMS provider' will provide between one or more Mobile Intensive Care Unit (MICU) ambulance(s), as well as the AmBus (staffed with 6 paramedics) to South Padre Island (SPI), Texas from March 15th to March 17th 2018. If other obligations emerge during this timeframe, SPI will coordinate to the best of its ability and acceptable service provision schedule.

ARTICLE 2. TERM

This MOU shall be in effect from March 15th to March 17th 2018. The MOU may be terminated immediately by either party upon the provision of written notice to the other party.

ARTICLE 3. RESPONSIBILITIES OF CITY

- A. SPI Fire Chief will coordinate the appropriate work schedules between WFD and the SPIFD.
- B. SPI will allow WFD personnel to utilize SPIFD facilities to rest during down time.
- C. SPI will provide one portable radio per MICU (if necessary) for communication between each unit, SPIFD command, the EOC, and SPI Dispatch.
- D. Pursuant to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), SPI will make payment within thirty (30) days of the City’s receipt of the invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

ARTICLE 4. RESPONSIBILITIES OF WFD

- A. WFD will provide the MICU staffed with Paramedic personnel to be utilized at the discretion of the SPIFD.
- B. The MICU will be available to respond to any request for service within SPI.
- C. The MICU will cover 8 to 10 hour shifts as set by the SPIFD.
- D. WFD will be responsible for fuel, repairs, and supplies used while providing service to the city.
- E. WFD will invoice SPI at the rate of \$57.92 per hour, per MICU, and \$3,300 per day for the staffed AmBus.

ARTICLE 5. INSURANCE OF THE PARTIES

- A. Evidence of Insurance for SPI attached as Exhibit A, if required.
- B. Evidence of Insurance for WFD attached as Exhibit B, if required.

ARTICLE 6. INDEMNITY

WFD shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this MOU but only to the extent caused by the negligent acts, errors or

omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by WFD or WFD's agent, consultant under contract, or another entity over which WFD exercises control (whether active or passive) of WFD or its employees, agents or sub-contractors (collectively referred to as "Indemnitors") (ii) the failure of WFD to comply with any of the paragraphs herein or the failure of WFD to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this MOU. WFD expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of WFD, or any of its sub-contractors, as provided above, for which WFD's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require WFD to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own negligence or willful misconduct. Any and all indemnity provided for in this MOU shall survive the expiration of this MOU and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this MOU but thereafter so long as any liability could be asserted in regard to any acts or omissions of WFD in performing Services under this MOU.

ARTICLE 7. AMENDMENTS

1. Either party can request an amendment to this MOU by giving fourteen (14) days written notice. The amendment becomes effective only by the approval and signature of both parties.
2. All notices pursuant to this MOU shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the appropriate party at the following addresses:

If to the City:

If to WFD:

ARTICLE 8. GOVERNING LAW

The laws of the State of Texas shall govern this MOU and all obligations hereunder of the parties are performable in South Padre Island, Texas. Venue for any legal proceeding is Cameron County, Texas.

ARTICLE 9. NON-ASSIGNMENT

This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives successors and assigns. Neither the City nor WFD shall assign any duty of this MOU, excepting those already identified herein, without written consent of the other.

ARTICLE 10. SEVERABILITY

Should any provisions of this MOU for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

ARTICLE 11. RELATIONSHIP OF PARTIES

Nothing contained in this MOU shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this MOU nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this MOU.

ARTICLE 12. ENTIRETY OF MOU

This is the entire MOU between the parties and no modification of this MOU shall be of any force or effect, unless it is in writing signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF THE CITY OR THE SPIFD HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS MOU, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY OF SOUTH PADRE ISLAND CITY COUNCIL.

ARTICLE 13. EFFECTIVE DATE

The effective date of this MOU is _____, 2018.

CITY OF SOUTH PADRE ISLAND

WFD

City Manager

ATTEST:

City Secretary



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2017-1335
From:		
Subject: Approval of a Mid Valley Airport Hangar Lease Agreement with Paula Pesavento, Hangar E-4, and authorize the Mayor to execute any related documents. (Staffed by Airport.)		
Background: Over the course of the past year, the Airport Advisory Board worked with Airport Staff, KSA, TXDOT and the City Attorney's office to draft Hangar lease agreement templates. The hangar lease agreement being presented is for Hangar E-4 (City owned Hangar) located on the east side of the airport. The proposed hangar lease agreement is for two (2) years with a two (2) year renewal option. There is a 3% review and cap every three (3) years.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Airport Advisory Committee does not approve revenue lease agreements but did approve the hangar lease template.		
Andrew Muñoz Andrew Muñoz Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: E4		
Responsibilities upon Approval:		

Lease Agreement

STATE OF TEXAS)
CITY OF WESLACO) **KNOW ALL PERSONS BY THESE PRESENTS:**
HIDALGO COUNTY)

This lease is entered into this ____ day of _____, 2018, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the “Lessor” and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as “Airport” and Paula Pesavento, hereinafter referred to as “Lessee” who covenant and agree as follows:

WHEREAS, Lessor owns and operates the Airport and all grounds within the area designated as the Weslaco Mid Valley Airport for aeronautical and non-aeronautical purposes to include landings, takeoffs, storage of aircraft and sales of fuel; and

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land/hangar/building/office as stated herein;

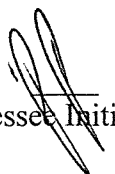
NOW THEREFORE, in consideration of the terms, premises, and mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee covenant and agree as follows:

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee Hangar E-4 more particularly described as set forth in Exhibit “A” which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of 2 years. Thereafter, this lease may be renewed for a subsequent two (2) year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter

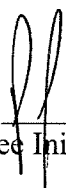

Lessee Initials

and take possession of the Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor.

Section 3. Consideration

- A) In consideration for the lease of the Hangars referenced herein Lessee hereby agrees to pay monthly the sum of \$ 225.00. The first month's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month due for the term of this contract plus any extensions thereto.
- B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Hangar and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.
- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.


Lessee Initials

- F) Lessee shall pay all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operation at the lease premises or the Airport and all other obligations for which a lien may be created relating thereto. Within thirty (30) days Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the lease premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Hangar may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.
- E) Lessee agrees that he will at all times keep the premises of the Hangar, including the inside and the outside of the Hangar, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or

hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

- F) Lessee agrees that the usage of the Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Hangar without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.
- K) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than


Lessee Initials

fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Hangar would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumes or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.
- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in


Lessee Initials

connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and


Lessee Initials

Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

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

Section 11. Force Majeure

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


Lessee Initials

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

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

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596



Lessee Initials

- C) Notice to Lessee to be sent to:

Lessee Name: Paula Pesavento
Address: 2100 W. 18th St.
Weslaco, TX 78596



Lessee Initials



Lessee Initials

- D) Either Lessor or Lessee may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

Section 14. Miscellaneous

- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.
- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.


Lessee Initials

- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.
- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.


Lessee Initials

EXECUTED this _____ day of _____, 2018.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

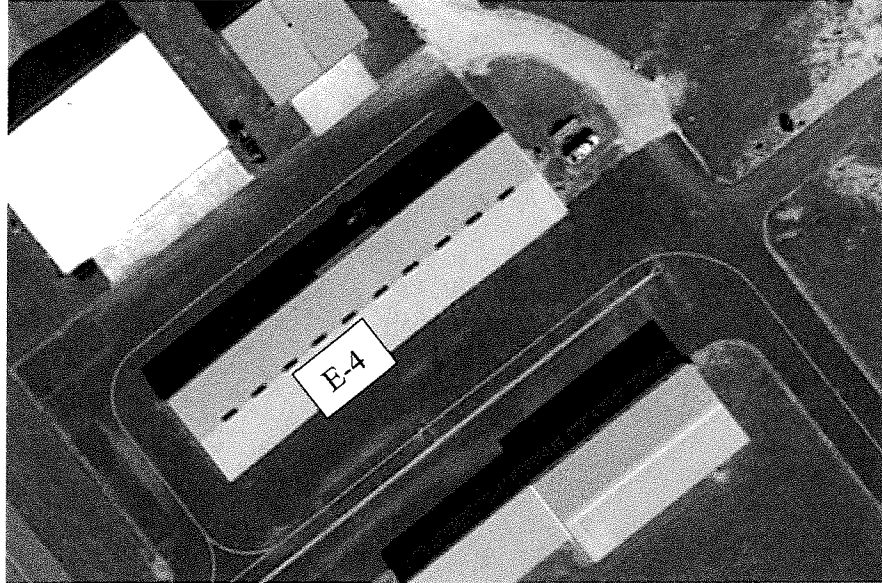
Attest: _____
City Secretary

Lessee

Lessee Initials

“EXHIBIT A”

Hangar E-4



Lessee Initials



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2017-1335	
From:			
Subject: Approval of a Mid Valley Airport Ground Lease Agreements with Tenant John Garric, for Hangars W-23, W-27 and W-33 and authorize the Mayor to execute any related documents. (Staffed by Airport.)			
Background: As staff has worked over the past eighteen months to update tenant files and negotiate new ground lease agreements, staff has found that Mr. John Garric had signed his negotiated leases in 2014 however the agreement were not brought before the City Commission for approval. Since 2014, Mr. Garric has been paying the annual payment as stated in the ground lease agreements and has been in compliance. The agreements expires in 2020, which are similar to agreements executed during the same time period. Staff is requesting to keep the 2014 agreement in place until the expiration date in 2020. Staff has inserted into the agreement a new signature page to reflect the current approval date.			
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): The Airport Advisory Committee does not approve revenue lease agreements but did approve the hangar lease template.			
Andrew Muñoz Andrew Muñoz Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: W23, W27, W33			

Responsibilities upon Approval:

STATE OF TEXAS	§	WESLACO MID VALLEY AIRPORT
COUNTY OF HIDALGO	§	GROUND-HANGAR SPACE LEASE
CITY OF WESLACO	§	AGREEMENT

This Ground Lease Agreement is entered into this the 1st day of March 2015, the effective date between the City of Weslaco, a Home-Ruled Municipal Corporation having its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596, hereinafter referred to as "Lessor" and John Garrie (Garrie Warbirds), an [individual, corporation, partnership/LLC] whose principal office is located at 5301 Guava Dr., Harlingen, TX 78552, hereinafter referred to as "Lessee".

WHEREAS, The City of Weslaco Owns and Operates the Weslaco Mid Valley Airport and all grounds within the area designated as the Mid Valley Airport for aeronautical purpose, to include landing, takeoffs, storage of aircraft and the sales of fuel.

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Weslaco Mid-Valley Airport, hereinafter called "Airport"; and

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable considerations, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. LEASED PREMISES:

Land - Lessor does hereby lease to Lessee approximately 1,333 sq. ft of land or existing **hangar space** located on the Airport more particularly described on Exhibit "A" as Leased Premises, together with all improvements located thereon, and as identified on the "Airport Layout Plan" which is attached hereto as Exhibit "B" and incorporated herein, all hereinafter referred to as the "Leased Premises". Lessee hereby leases the Leased Premises from Lessor subject to the terms, covenants and conditions stated below.

Lessee has inspected the Leased Premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this Lease. Lessor and any agent have made no express or implied warranties as to the condition or permitted use of the Leased Premises.. Lessee agrees that it is not relying on any warranty or representation made by Lessor, Lessor's agent, or any broker concerning the use of the Leased Premises.

Lessor shall deliver possession of the Leased Premises to Lessee as of the Effective Date hereof.

Lessee shall be responsible for maintenance and insurance of the Leased Premises upon delivery of possession to Lessee. Lessee shall give a copy of the Insurance Policy to Lessor before taking possession.

SECTION 2. TERM:

This Lease shall be for **Five (5) years**, (the "Term"), beginning on the 1st day of March 2015 and ending on the Last day of February 2020.

SECTION 3. CONSIDERATION:

1. Lease Payments - Subject to adjustment as herein below provided, Lessee agrees to pay to Lessor, without offset or deduction, payment for the Leased Premises at the rate of \$0.17 per square foot of land in advance. The total amount of land to be leased for the construction or placement of an aircraft hangar W23-01. The first **annual lease payment** in the amount of **\$226.61** shall be due and payable on or before the first day of March 2015, with successive annual payments being due and payable on the first day of each October thereafter during the Term here of.
2. Payment Method- All Lease Payments shall be paid as the same become due, without demand, in lawful currency of the United States made payable to the Weslaco Mid Valley Airport Fund, by mail at 1909 Joe Stephens Drive, Weslaco, Texas 78596, or by hand-delivery to the Administration Office of the Airport or to the City of Weslaco Finance Department, 255 S. Kansas Street, Weslaco, Texas 78596
3. Late Payments – If Lessee make the lease payment within 10 days after the same is due, a Late Payment penalty equal to 10% of such payment shall be charged to Lessee. In the event Lessee shall become delinquent for more than 90 days, this Lease may be terminated by Lessor as further defined in Section 10 - Termination.

SECTION 4. CONSTRUCTION OF IMPROVEMENTS:

1. Construction - Lessee agrees to construct all buildings, ramps and facilities (as more fully described in Exhibit "C"-The "Improvements"), which will be constructed by Lessee at Lessee's expense. Construction must begin within one hundred twenty (120) days after the effective date this Lease and must be substantially completed within one hundred eighty (180) days thereafter. The Improvements on the Leased Premises shall remain the Lessee's property in Perpetuity.
2. Prior to construction of the improvements, the Lessee shall obtain the Lessor's written approval of the plans and specifications for such construction, which approval the Lessor shall not unreasonably withhold. The preliminary submission by the Lessee shall employ essentials of aesthetics, convenience, function and design, and shall be compatible in such respect with those of the Airport. Upon approval of such preliminary plans, Lessee shall prepare complete plans and specifications for the proposed construction. A construction application and final plans and specifications, when rendered, shall be submitted to the Lessor for approval, which approval shall not be unreasonably withheld. The Lessee shall include in all construction contracts entered into by it, in connection with any or all of the construction work, a provision requiring all contractors to indemnify, hold harmless, defend and insure Lessor, its Officers, Agents, and Employees, against the risk of death, injury, or damage to persons or property, direct or consequential, arising out of or in connection with the performance of any or all of such construction work. The Lessee shall require all contractors to furnish liability insurance in such reasonable amounts as may be required by the Lessor. In the alternative, the Lessee itself may provide the indemnity and liability insurance otherwise required of contractors. Lessor agrees to provide approval or disapproval within thirty (30) days of receipt of each written request.
3. All plans and specifications referred to above and all construction, renovation, remodeling, or refurbishing to or upon the Leased Premises shall meet all current Building Codes as adopted by the City of Weslaco and administered by the City Planning and Zoning Department, and shall provide for the construction to be from material satisfactory and acceptable to the Lessor. During the progress of all work, Lessor's duly authorized representative may enter upon the Leased Premises and make such inspections as may be reasonably necessary for the purpose of satisfying Lessor that the work or construction meets such requirements and standards.
4. The Lessee further covenants that all construction work to be performed by it or its contractors, including all workmanship or materials shall be of first class quality and shall be performed in accordance with the plans and specifications approved by the Lessor. Lessee agrees that it shall deliver to the Lessor "as built" transparencies of the improvements constructed by it and shall,

during the term of this Lease keep such transparencies, if any, current, showing thereon any changes or modifications which may be made in or to the improvements.

5. The Lessee will complete a FAA Form 7460-1, "Notice of Proposed Construction or Alteration," and receive a favorable determination from the FAA prior to any construction on the Facility.

SECTION 5. TAXES, FEES AND INSURANCE:

Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessee shall provide his own insurance coverage for all Lessee Improvements and Lessee owned property located in or on the Leased Premises and shall provide business liability insurance in an amount of \$1,000,000.00 with Lessor listed as an additional Insured. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times. Any changes in those certificates must have the prior written approval of Lessor.

SECTION 6. CONDITIONS OF USE OF THE LEASED PREMISES:

1. Condition of Leased Premises; Compliance with Law - Lessee agrees that it will at all times keep the Leased Premises, including the inside and the outside of any facility, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap parts. Lessee shall abide by all applicable laws and rules of the Environmental Protection Agency, the Texas Natural Resources Conservation Commission, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacture's directions in regards to the use, storage and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the Airport.
2. Clean-up by Lessor; Charge against Lessee - Should Lessee fail to keep the Leased Premises clean and free of hazards, Lessor may, after 30 days written notice, arrange for the clean up of the littered or hazardous area. Such clean up shall be charged to Lessee and payable upon demand. Failure to render immediate payment for such cleanup is considered default of the Lease and grounds for Lessor to terminate this Lease.
3. Compliance with Laws, Rules and Regulations - Lessee will comply with all laws, rules and regulations now existing or hereafter established by the United States of America, the State of Texas, the County of Hidalgo, and their respective agencies, including the Federal Aviation Administration, the Texas Department of Transportation Aviation Division (TxDOT Aviation), and the Air Port Board. The Rules and Regulations are incorporated by reference as if written verbatim herein, and Lessee agrees to comply fully at all times with the Rules and Regulations. Lessor shall have the right to amend, notify and alter the Rules and Regulations from time to time in a reasonable manner for the purpose of assuring the safety, welfare and convenience of Lessor, Lessee and all other Lessees and customers of the Airport.
4. Requirements of U.S.A. - It is expressly understood and agreed that this Lease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of Lessor constituting agreements between Lessor and the United States of America and its agents, including, but not limited to, the Federal Aviation Administration (FAA) and the Texas Department of Transportation Aviation Division (TxDOT Aviation) and all regulations now and hereafter imposed upon the Lessor and that the Lessor shall not be liable to Lessee on account of any of the foregoing matters and all of such contracts, agreements, resolutions, and regulations are incorporated herein by reference, and if any provision of this Lease is determined to be at variance with same, such provision is unilaterally reformable at Lessor's option.

5. FAA Requirements - The Lessor and Lessee recognize and agree this Lease shall be subject to: such regulations and approvals as required by the FAA and TxDOT Aviation and in particular those FAA regulations which provide that the property subject to this Lease shall be used for Airport purposes and in such a manner so as not to materially and adversely affect the development and improvement, operation or maintenance of the Airport; and to the requirements of national emergency. Lessee agrees to cooperate and assist Lessor in complying with such regulations and conditions of approval. All runways and Airport facilities shall be open to the general traveling public for the landing and operation of aircraft there from without hindrance or interference on the part of Lessee.
6. National Emergencies - This Lease is subject to the right of temporary reentry and use of certain portions of the Airport by the Armed Forces of the United States Government during wartime involving the United States and in other national emergencies. In the event of any such re-entry, Lessee shall be entitled to receive the entire amount of any award made for such re-entry whether such award is paid by way of damages, rent or otherwise, unless such period of re-entry shall extend beyond the expiration date of the Term of this Lease, in which case such award, after payment to Lessor there from of the estimated cost of restoration of the Leased Premises to the extent that any such award is intended to compensate for damage to the Leased Premises shall be apportioned by Lessor and Lessee as of such date of expiration in the same ratio that the part of the entire period for which such compensation is made falling before the date of expiration and that part falling after, bear to such entire period.

SECTION 7. PERMITTED USE:

1. Except as otherwise provided herein, Lessee will use the Leased Premises for aviation purposes, and administrative offices, and in any lawful manner necessary or incidental to the conduct thereof. Any aviation activity Lessee wishes to perform that is not authorized herein may be approved by Lessor upon request by Lessee.
2. The Lessee will not make or permit any use of the Leased Premises, which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an Airport hazard or impair the future development of the Airport. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.
3. Lessor hereby grants, assigns and conveys to Lessee reasonable non-exclusive, non-discriminatory use, as defined by the FAA, of the runways, landing and taxiing ways, and common use portions of the Airport and related facilities (collectively referred to as "Common Areas") at all times, subject, however, to the right of others entitled to use thereof. The Lessee shall pay reasonable and customary fees for the use of such portions of the Airport. In the event that reasonable availability of the Airport for use by Lessee is discontinued for any cause or reason, Lessor shall use its best efforts to restore such availability at the earliest possible date.
4. The Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace over the Leased Premises and for such noise as may be inherent in the operation of aircraft in said airspace, and for landing on, taking off from or operating on the Airport.

SECTION 8. RESTRICTED USE:

1. Lessee agrees not to make any additions or modifications to the Leased Premises unless agreed upon by both parties in writing. In the event of such consent, all improvements or modifications shall be made at the expense of Lessee and, at the expiration of this Lease and any extensions to this Lease, shall become the property of Lessor.
2. Lessee agrees that the usage of the Leased Premises plus any associated apron shall be limited to the parking of his personal/company/customer owned aircraft. All automobiles, buses, trucks or other

transportation modes must be parked or stored in approved automobile parking areas and/or inside any hangar, unless agreed upon by Lessor in writing.

3. Lessee agrees not to fuel or defuel any aircraft parked inside any hangar. Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside any hangar/office. Such fire extinguisher(s) shall be readily accessible in the event of a fire. The local fire marshal or his designated representative reserves the right to periodically inspect such fire extinguishers and the facility for fire safety compliance.
4. Lessee agrees that it will not operate any non-aviation-related business or activity on the Leased Premises without the express written consent of Lessor in advance. Any such non-aviation-related business or activity must be so established by a separate contract.
5. Lessee agrees Lessor and Lessor's authorized representatives shall have the right, during normal business hours, to enter the Leased Premises (a) to inspect the general condition and state of repair thereof, (b) to make repairs permitted under this Lease, (c) to show the Leased Premises to any prospective Lessee or purchaser or (d) for any other reasonable and lawful purpose.
6. Lessee agrees to use the property and building associated with the property for aviation related business only and that any office built within the hangar will comply with all city rules, regulations and ordinances adopted by the City of Weslaco. Hangar improvement may include office space for the conduct of business but no residential space will be constructed and the facility may not be used for residential purposes. Violation of the residential prohibition will result in termination of the lease agreement between the Lessee and the Lessor.

SECTION 9. ASSIGNMENT, SUBLETTING AND MORTGAGING OF LEASED PREMISES:

1. Without the prior written consent of Lessor, Lessee may not assign this Lease or any rights of Lessee hereunder (except to a leasehold mortgagee as herein below provided) or sublet the whole or any part of the Leased Premises. Any assignment or subletting shall be expressly subject to all the terms and provisions of this Lease, including the provisions of Section 6 pertaining to the use of the Leased Premises. In the event of any assignment or subletting, Lessee shall not assign Lessee's rights hereunder or sublet the Leased Premises without first obtaining a written agreement from each such assignee or sublessee whereby each such assignee or sub-Lessee agrees to be bound by the terms and provisions of this Lease. No such assignment or subletting shall constitute non-aviation. In the event of the occurrence of an event of default while the Leased Premises are assigned or sublet, Lessor-, in addition to any other remedies provided herein or by law, may at Lessor's option, collect directly from such assignee or sub-Lessee all rents becoming due under such assignment or subletting and apply such rent against any sums due to Lessor hereunder. No direct collection by Lessor from any such assignee or sub-Lessee shall release Lessee from the payment or performance of Lessee's obligations hereunder.
2. Lessee shall have the right to mortgage the leasehold estate of Lessee created hereby in order to secure a mortgage loan for the purpose of obtaining funds for the construction of the improvements described in Paragraph 6 or for other construction upon the Leased Premises approved from time to time by Lessor in writing. In the event that Lessee pursuant to mortgages or deeds of trust mortgages the leasehold estate of Lessee created hereby, the leasehold mortgagee shall in no event become personally liable to perform the obligations of Lessee under this Lease unless and until said mortgagee become the owner of the leasehold estate pursuant to foreclosure, transfer in lieu of foreclosure, or otherwise, and thereafter said leasehold mortgagee shall remain liable for such obligations only so long as such mortgagee remains the owner of the leasehold estate. Notwithstanding the foregoing, it is specifically understood and agreed that no such mortgaging by Lessee and/or any actions taken pursuant to the terms of such mortgage shall ever relieve Lessee of Lessee's obligation to pay the rental due hereunder and otherwise fully perform the terms and conditions of this Lease.

3. All mortgages or deeds of trust whereby Lessee mortgages the leasehold estate of Lessee created hereby shall contain provisions (A) requiring the leasehold mortgagee to give Lessor thirty (30) days written notice prior to accelerating the debt of Lessee to such mortgagee and/or initiating foreclosure proceedings under said mortgages or deeds of trust, and (B) allowing Lessor during such thirty (30) day notice period to cure Lessee's default and prevent said acceleration and/or foreclosure proceedings, and thereafter at Lessor's option to assume Lessee's position under said mortgages or deeds of trust.
4. Lessor agrees, if and so long as the leasehold estate of Lessee is encumbered by a leasehold mortgage and written notice to such effect has been given to Lessor, to give the holder of such leasehold mortgagee at such address or addresses as may be specified in such written notice to Lessor for the giving of notices to the leasehold mortgagee, or as otherwise may be specified by the leasehold mortgagee to Lessor in writing, written notice of any default hereunder by Lessee, simultaneously with the giving of such notice to Lessee, and the holder of any such leasehold mortgage shall have the right, for a period of fifteen (15) days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make payment as may be necessary or appropriate to cure any such default so specified, it being the intention of the parties hereto that Lessor shall not exercise Lessor's right to terminate this Lease without first giving any such leasehold mortgagee the notice provided for herein and affording any such leasehold mortgagee the right to cure such default as provided for herein.

SECTION 10. TERMINATION:

1. Termination for Cause - This Lease Agreement may be terminated by Lessor upon the occurrence of an event of default by Lessee as set forth in Section 13 - Default by Lessee.
2. Termination by Mutual Consent - This Lease may be terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this Lease, except as contained in Paragraph 10.4 hereunder.
3. Requirements at Termination - At the termination of this Lease Agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the Leased Premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee upon the Leased Premises and hold such until the monetary default is settled. In such case, if Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may, upon thirty (30) days written notice to Lessee, liquidate any personal property seized. Lessee shall be liable for any and all expenses incurred by Lessor in such action.

SECTION 11. CONDEMNATION:

1. If during the term hereof, any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or are sold to a condemning authority under threat of condemnation, and after such taking by or sale to said condemning authority the remainder of the Leased Premises is not susceptible to efficient and economic occupation and operation by Lessee, this Lease shall automatically terminate as of the date that said condemning authority takes possession of the Leased Premises, and Lessor shall refund to Lessee any prepaid but un-accrued rental less any sum then owing by Lessee to Lessor.
2. If after such taking by or sale to said condemning authority the remainder of the Leased Premises is susceptible to efficient and economic occupation and operation by Lessee, this Lease shall not terminate but the rental due hereunder shall be adjusted so that Lessee shall be required to pay for the remainder of the term hereof the sum obtained by multiplying each monthly rental installment due hereunder, as adjusted from time to time pursuant to Section 3, (2), by a fraction, the numerator of which shall be the number of square feet remaining in the Leased Premises after the taking by or

sale to said condemning authority and denominator of which shall be the square footage originally contained in the Leased Premises. The rental adjustment called for herein shall not commence until said condemning authority actually takes possession of the condemned portion of the Leased Premises.

3. If this Lease is not terminated pursuant to Paragraph 1, Lessee shall promptly restore the improvements on the Leased Premises, and the condemnation proceeds to which Lessor and Lessee are entitled shall be awarded and paid first to cover the costs and expenses for restoring the remaining portion of the Leased Premises to a condition susceptible to efficient and economic occupation and operation by Lessee, and any remaining proceeds to which Lessor and Lessee are entitled shall be awarded and paid to Lessor and Lessee, as their interest may appear. If this Lease is terminated pursuant to Paragraph 1, condemnation proceeds to which Lessor and Lessee are entitled shall be awarded and paid to Lessor and Lessee as their interests may appear.

SECTION 12. INSURANCE: Lessee shall during the term hereof maintain at Lessee's sole cost and expense insurance relating to the Leased Premises as follows:

1. Insurance against loss or damage to improvements by fire, lightning, and other risks from time to time included under standard extended coverage policies, and sprinkler, vandalism and malicious mischief, all in amounts sufficient to prevent Lessor or Lessee from becoming co-insurers of any loss under the applicable policies but in any event in amounts not less than eighty percent (80%) of the full insurable value of the Leased Premises. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to Lessor, and, therefore, proper adjustment in the limits of insurance coverage shall be effected.
2. General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises, such insurance to afford protection to Lessor of not less than \$500,000.00 with respect to any one person, \$1,000,000.00 with respect to any one accident and not less than \$200,000.00 with respect to property damage.
3. Worker's compensation insurance covering all persons employed by Lessee in connection with any work done on or about the Leased Premises with respect to which claims for death or bodily injury could be asserted against Lessor or the Leased Premises, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.
4. If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, erupting, collapsing, imploding or exploding, in the minimum amount of \$100,000.00 for damage to property resulting from such perils.
5. Such other insurance on improvements in such amounts and against such other insurable hazard, which at the time are commonly obtained in the case of property similar to such improvements.
6. Hangar keeper's liability insurance providing for coverage in the following limits: \$200,000.00 per aircraft and \$400,000.00 per occurrence on property damage to aircraft in the care, custody or control of Lessee if the Lessee does not own all the aircraft stored in his hangar.
7. All such policies of insurance (A) shall be issued by insurance companies acceptable to Lessor, (B) shall name Lessor as an additional insured or loss payee, as the case may be, and (C) shall provide for at least ten (10) days written notice to Lessor prior to cancellation or modification. Lessee shall provide Lessor with duplicate originals of all insurance policies required by this paragraph.

SECTION 13. HOLD HARMLESS:

1. Lessor shall not be liable to Lessee or Lessee's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the Leased Premises or any adjacent area owned by Lessor caused by Lessee, Lessee's employees, servants, customers, invitees, licensees or any other person entering the Leased Premises and the conduct of Lessee's business thereon, or arising out of any breach or default by Lessee in the performance of the Lessee's obligations hereunder; and Lessee hereby agrees to indemnify Lessor and hold Lessor harmless from any loss, expense or claim arising out of such damage or injury.
2. Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or Attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees.

SECTION 14. MAINTENANCE OF LANDING AREA:

Lessee understands and agrees that Lessor will maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation Aviation Division. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. Lessee also understands that Lessor is obligated to continue operate the Airport as an airport and may not close the Airport at any time and at its own discretion

SECTION 15. ENVIRONMENTAL COMPLIANCE

1. No Storage or Disposal. Lessee shall not install, store, use, treat, transport or dispose (or permit or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by Lessee, its agents, employees, independent contractors, or sub-lessees) on the Leased Premises, any: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per MILLION; or (d) any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Leased Premises, and which is either: (i) in amounts in excess of that permitted or deemed safe under applicable law; or (ii) in any manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (a), (b), (c) or (d) are collectively referred to hereinafter as "Hazardous Materials").
2. Cleanup Laws. Lessee shall, at Lessee's own expense, comply with any presently existing or hereafter enacted laws relating to Hazardous Materials (collectively, "Cleanup Laws"); provided, however that Lessee shall not be responsible for correcting any violation of the Cleanup Laws under this Section that existed prior to the Commencement Date. In furtherance and not in limitation of the foregoing, Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the Leased Premises, by Lessee, its agents, employees, independent contractors or subLessees during the Term of this Lease, Lessee shall, at Lessee's own expense, prepare and submit the required plans and financial assurances and carry out the approved plans in accordance with such Cleanup Laws and to Lessor's satisfaction. At no expense to Lessor, Lessee shall promptly provide all information requested by Lessor for preparation of affidavits or other documents required by Lessor to determine the applicability of the Cleanup Laws to the Leased Premises, as the case may be, and shall sign the affidavits promptly when requested to do so by Lessor. Lessee shall indemnify, defend, save and hold Lessor harmless from

and against, and reimburse Lessor for, any and all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, Attorneys' Fees and court costs), and all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal or discharge of Hazardous Materials in or on the Leased Premises by Lessee, its agents, employees, independent contractors or sub-Lessees during the Lease Term; and from all fines, suits, procedures, claims and actions of any kind arising out of Lessee's failure to provide all information, make all submissions and take all steps required by the Authority under the Cleanup Laws or any other environmental law. Lessee's obligations and liabilities under this Section shall continue so long as Lessor and any of Lessor's Affiliates remain responsible for Hazardous Materials at the Leased Premises, that were installed, stored, used, treated, transported, disposed of or discharged during the Lease Term by Lessee, its agents, employees, independent contractors or sub-Lessees. In addition to and not in limitation of Lessor's other rights and remedies, Lessee's failure to abide by the terms of this Section shall be restrainable by injunction.

3. Environmental Notices. Lessee shall promptly supply Lessor with copies of any notices, correspondence and submissions made by Lessee to or received by Lessee from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.
4. Survival. Lessee's liability pursuant to the terms of this Article shall survive the expiration or earlier termination of this Ground Lease.

SECTION 16. DEFAULT BY LESSEE:

The following events shall be deemed to be events of default by Lessee under this Lease:

1. Failure of Lessee to pay any Lease Payment or any other sum payable to Lessor hereunder on the date that same is due and such failure shall continue for a period of thirty (30) days.
2. Failure of Lessee to comply with any term, condition or covenant of this Lease other than the Lease Payment or other sum of money, and such failure shall not be cured within thirty (30) days after written notice thereof to Lessee.
3. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Lessee or any guarantor of Lessee's obligations.
4. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended or under any similar law or statute of the United States or any State thereof by Lessee or any guarantor of Lessee's obligations, or adjudication as a bankrupt or insolvent in proceedings filed against Lessee or such guarantor.
5. Appointment of a receiver or trustee for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations.
6. Abandonment by Lessee of any substantial portion of the Leased Premises or cessation of use of the Leased premises for the purposes leased.

SECTION 17. GENERAL PROVISIONS:

1. Force Majeure - In the event performance by Lessor of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Lessor,

the period for performance of such term, condition or covenant shall be extended for a period equal to the period Lessor is so delayed or hindered.

2. Entire Agreement - This Lease Agreement embraces the entire agreement of the parties mentioned herein pertaining to the Leased Premises and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the Lease of the Leased Premises, except that this Lease Agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.
3. Use of Terms - For the purpose of this Lease Agreement, the singular number shall include the plural and the masculine shall include the feminine and visa-versa, whenever this Lease so admits or requires.
4. Headings and Captions - The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.
5. Authority - The parties to this Lease Agreement hereby acknowledge and agree that they are the principals to this Lease and have the power, right, and authority to enter into this Lease and are not acting as an agent for the benefit of any third party; except that Lessor is acting on behalf of the County of Grayson.
6. Governing Law - This Lease Agreement shall be governed by the laws of the State of Texas and construed there under and venue of any action brought under this Lease Agreement shall be in Hidalgo County, Texas.
7. Severability - If any section, paragraph, sentence or phrase entered in this Lease is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Lease and, to this end, the provisions of this Lease are declared to be severable.

IN WITNESS WHEREOF the said Lessor and Lessee have executed this instrument this 1st day of March 2015.

CITY OF WESLACO

MAYOR

ATTEST:

, CITY SECRETARY

APPROVED AS TO FORM:

Ramon Vela, **CITY ATTORNEY**

By JOHN GARRIC
(Printed Name/Title)

LESSEE'S ADDRESS:
5301 Guava Dr.
Harlingen, TX 78552
956-412-6465

EXHIBIT "A"



Figure 1 Proposed location of 90x100 hangar

W27

STATE OF TEXAS	§	
		WESLACO MID VALLEY AIRPORT
COUNTY OF HIDALGO	§	
		GROUND-HANGAR SPACE LEASE
CITY OF WESLACO	§	AGREEMENT

This Ground Lease Agreement is entered into this the 1st day of March 2015, the effective date between the City of Weslaco, a Home-Ruled Municipal Corporation having its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596, hereinafter referred to as "Lessor" and John Garric (Garric Warbirds), an [individual, corporation, partnership/LLC] whose principal office is located at 5301 Guava Dr., Harlingen, TX 78552, hereinafter referred to as "Lessee".

WHEREAS, The City of Weslaco Owns and Operates the Weslaco Mid Valley Airport and all grounds within the area designated as the Mid Valley Airport for aeronautical purpose, to include landing, takeoffs, storage of aircraft and the sales of fuel.

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Weslaco Mid-Valley Airport, hereinafter called "Airport"; and

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable considerations, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. LEASED PREMISES:

Land - Lessor does hereby lease to Lessee approximately 1,419 sq. ft of land or existing **hangar space** located on the Airport more particularly described on Exhibit "A" as Leased Premises, together with all improvements located thereon, and as identified on the "Airport Layout Plan" which is attached hereto as Exhibit "B" and incorporated herein, all hereinafter referred to as the "Leased Premises". Lessee hereby leases the Leased Premises from Lessor subject to the terms, covenants and conditions stated below.

Lessee has inspected the Leased Premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this Lease. Lessor and any agent have made no express or implied warranties as to the condition or permitted use of the Leased Premises.. Lessee agrees that it is not relying on any warranty or representation made by Lessor, Lessor's agent, or any broker concerning the use of the Leased Premises.

Lessor shall deliver possession of the Leased Premises to Lessee as of the Effective Date hereof.

Lessee shall be responsible for maintenance and insurance of the Leased Premises upon delivery of possession to Lessee. Lessee shall give a copy of the Insurance Policy to Lessor before taking possession.

SECTION 2. TERM:

This Lease shall be for **Five (5) years**, (the "Term"), beginning on the 1st day of March 2015 and ending on the Last day of February 2020.

SECTION 3. CONSIDERATION:

1. Lease Payments - Subject to adjustment as herein below provided, Lessee agrees to pay to Lessor, without offset or deduction, payment for the Leased Premises at the rate of \$0.17 per square foot of land in advance. The total amount of land to be leased for the construction or placement of an aircraft hangar W27-02. The first **annual lease payment** in the amount of **\$241.23** shall be due and payable on or before the first day of March 2015, with successive annual payments being due and payable on the first day of each October thereafter during the Term here of.
2. Payment Method- All Lease Payments shall be paid as the same become due, without demand, in lawful currency of the United States made payable to the Weslaco Mid Valley Airport Fund, by mail at 1909 Joe Stephens Drive, Weslaco, Texas 78596, or by hand-delivery to the Administration Office of the Airport or to the City of Weslaco Finance Department, 255 S. Kansas Street, Weslaco, Texas 78596
3. Late Payments – If Lessee make the lease payment within 10 days after the same is due, a Late Payment penalty equal to 10% of such payment shall be charged to Lessee. In the event Lessee shall become delinquent for more than 90 days, this Lease may be terminated by Lessor as further defined in Section 10 - Termination.

SECTION 4. CONSTRUCTION OF IMPROVEMENTS:

1. Construction - Lessee agrees to construct all buildings, ramps and facilities (as more fully described in Exhibit "C"-The "Improvements"), which will be constructed by Lessee at Lessee's expense. Construction must begin within one hundred twenty (120) days after the effective date this Lease and must be substantially completed within one hundred eighty (180) days thereafter. The Improvements on the Leased Premises shall remain the Lessee's property in Perpetuity.
2. Prior to construction of the improvements, the Lessee shall obtain the Lessor's written approval of the plans and specifications for such construction, which approval the Lessor shall not unreasonably withhold. The preliminary submission by the Lessee shall employ essentials of aesthetics, convenience, function and design, and shall be compatible in such respect with those of the Airport. Upon approval of such preliminary plans, Lessee shall prepare complete plans and specifications for the proposed construction. A construction application and final plans and specifications, when rendered, shall be submitted to the Lessor for approval, which approval shall not be unreasonably withheld. The Lessee shall include in all construction contracts entered into by it, in connection with any or all of the construction work, a provision requiring all contractors to indemnify, hold harmless, defend and insure Lessor, its Officers, Agents, and Employees, against the risk of death, injury, or damage to persons or property, direct or consequential, arising out of or in connection with the performance of any or all of such construction work. The Lessee shall require all contractors to furnish liability insurance in such reasonable amounts as may be required by the Lessor. In the alternative, the Lessee itself may provide the indemnity and liability insurance otherwise required of contractors. Lessor agrees to provide approval or disapproval within thirty (30) days of receipt of each written request.
3. All plans and specifications referred to above and all construction, renovation, remodeling, or refurbishing to or upon the Leased Premises shall meet all current Building Codes as adopted by the City of Weslaco and administered by the City Planning and Zoning Department, and shall provide for the construction to be from material satisfactory and acceptable to the Lessor. During the progress of all work, Lessor's duly authorized representative may enter upon the Leased Premises and make such inspections as may be reasonably necessary for the purpose of satisfying Lessor that the work or construction meets such requirements and standards.
4. The Lessee further covenants that all construction work to be performed by it or its contractors, including all workmanship or materials shall be of first class quality and shall be performed in accordance with the plans and specifications approved by the Lessor. Lessee agrees that it shall deliver to the Lessor "as built" transparencies of the improvements constructed by it and shall,

during the term of this Lease keep such transparencies, if any, current, showing thereon any changes or modifications which may be made in or to the improvements.

5. The Lessee will complete a FAA Form 7460-1, "Notice of Proposed Construction or Alteration," and receive a favorable determination from the FAA prior to any construction on the Facility.

SECTION 5. TAXES, FEES AND INSURANCE:

Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessee shall provide his own insurance coverage for all Lessee Improvements and Lessee owned property located in or on the Leased Premises and shall provide business liability insurance in an amount of \$1,000,000.00 with Lessor listed as an additional Insured. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times. Any changes in those certificates must have the prior written approval of Lessor.

SECTION 6. CONDITIONS OF USE OF THE LEASED PREMISES:

1. Condition of Leased Premises; Compliance with Law - Lessee agrees that it will at all times keep the Leased Premises, including the inside and the outside of any facility, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap parts. Lessee shall abide by all applicable laws and rules of the Environmental Protection Agency, the Texas Natural Resources Conservation Commission, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacture's directions in regards to the use, storage and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the Airport.
2. Clean-up by Lessor; Charge against Lessee - Should Lessee fail to keep the Leased Premises clean and free of hazards, Lessor may, after 30 days written notice, arrange for the clean up of the littered or hazardous area. Such clean up shall be charged to Lessee and payable upon demand. Failure to render immediate payment for such cleanup is considered default of the Lease and grounds for Lessor to terminate this Lease.
3. Compliance with Laws, Rules and Regulations - Lessee will comply with all laws, rules and regulations now existing or hereafter established by the United States of America, the State of Texas, the County of Hidalgo, and their respective agencies, including the Federal Aviation Administration, the Texas Department of Transportation Aviation Division (TxDOT Aviation), and the Air Port Board. The Rules and Regulations are incorporated by reference as if written verbatim herein, and Lessee agrees to comply fully at all times with the Rules and Regulations. Lessor shall have the right to amend, notify and alter the Rules and Regulations from time to time in a reasonable manner for the purpose of assuring the safety, welfare and convenience of Lessor, Lessee and all other Lessees and customers of the Airport.
4. Requirements of U.S.A. - It is expressly understood and agreed that this Lease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of Lessor constituting agreements between Lessor and the United States of America and its agents, including, but not limited to, the Federal Aviation Administration (FAA) and the Texas Department of Transportation Aviation Division (TxDOT Aviation) and all regulations now and hereafter imposed upon the Lessor and that the Lessor shall not be liable to Lessee on account of any of the foregoing matters and all of such contracts, agreements, resolutions, and regulations are incorporated herein by reference, and if any provision of this Lease is determined to be at variance with same, such provision is unilaterally reformable at Lessor's option.

5. FAA Requirements - The Lessor and Lessee recognize and agree this Lease shall be subject to: such regulations and approvals as required by the FAA and TxDOT Aviation and in particular those FAA regulations which provide that the property subject to this Lease shall be used for Airport purposes and in such a manner so as not to materially and adversely affect the development and improvement, operation or maintenance of the Airport; and to the requirements of national emergency. Lessee agrees to cooperate and assist Lessor in complying with such regulations and conditions of approval. All runways and Airport facilities shall be open to the general traveling public for the landing and operation of aircraft there from without hindrance or interference on the part of Lessee.
6. National Emergencies - This Lease is subject to the right of temporary reentry and use of certain portions of the Airport by the Armed Forces of the United States Government during wartime involving the United States and in other national emergencies. In the event of any such re-entry, Lessee shall be entitled to receive the entire amount of any award made for such re-entry whether such award is paid by way of damages, rent or otherwise, unless such period of re-entry shall extend beyond the expiration date of the Term of this Lease, in which case such award, after payment to Lessor there from of the estimated cost of restoration of the Leased Premises to the extent that any such award is intended to compensate for damage to the Leased Premises shall be apportioned by Lessor and Lessee as of such date of expiration in the same ratio that the part of the entire period for which such compensation is made falling before the date of expiration and that part falling after, bear to such entire period.

SECTION 7. PERMITTED USE:

1. Except as otherwise provided herein, Lessee will use the Leased Premises for aviation purposes, and administrative offices, and in any lawful manner necessary or incidental to the conduct thereof. Any aviation activity Lessee wishes to perform that is not authorized herein may be approved by Lessor upon request by Lessee.
2. The Lessee will not make or permit any use of the Leased Premises, which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an Airport hazard or impair the future development of the Airport. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.
3. Lessor hereby grants, assigns and conveys to Lessee reasonable non-exclusive, non-discriminatory use, as defined by the FAA, of the runways, landing and taxiing ways, and common use portions of the Airport and related facilities (collectively referred to as "Common Areas") at all times, subject, however, to the right of others entitled to use thereof. The Lessee shall pay reasonable and customary fees for the use of such portions of the Airport. In the event that reasonable availability of the Airport for use by Lessee is discontinued for any cause or reason, Lessor shall use its best efforts to restore such availability at the earliest possible date.
4. The Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace over the Leased Premises and for such noise as may be inherent in the operation of aircraft in said airspace, and for landing on, taking off from or operating on the Airport.

SECTION 8. RESTRICTED USE:

1. Lessee agrees not to make any additions or modifications to the Leased Premises unless agreed upon by both parties in writing. In the event of such consent, all improvements or modifications shall be made at the expense of Lessee and, at the expiration of this Lease and any extensions to this Lease, shall become the property of Lessor.
2. Lessee agrees that the usage of the Leased Premises plus any associated apron shall be limited to the parking of his personal/company/customer owned aircraft. All automobiles, buses, trucks or other

transportation modes must be parked or stored in approved automobile parking areas and/or inside any hangar, unless agreed upon by Lessor in writing.

3. Lessee agrees not to fuel or defuel any aircraft parked inside any hangar. Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside any hangar/office. Such fire extinguisher(s) shall be readily accessible in the event of a fire. The local fire marshal or his designated representative reserves the right to periodically inspect such fire extinguishers and the facility for fire safety compliance.
4. Lessee agrees that it will not operate any non-aviation-related business or activity on the Leased Premises without the express written consent of Lessor in advance. Any such non-aviation-related business or activity must be so established by a separate contract.
5. Lessee agrees Lessor and Lessor's authorized representatives shall have the right, during normal business hours, to enter the Leased Premises (a) to inspect the general condition and state of repair thereof, (b) to make repairs permitted under this Lease, (c) to show the Leased Premises to any prospective Lessee or purchaser or (d) for any other reasonable and lawful purpose.
6. Lessee agrees to use the property and building associated with the property for aviation related business only and that any office built within the hangar will comply with all city rules, regulations and ordinances adopted by the City of Weslaco. Hangar improvement may include office space for the conduct of business but no residential space will be constructed and the facility may not be used for residential purposes. Violation of the residential prohibition will result in termination of the lease agreement between the Lessee and the Lessor.

SECTION 9. ASSIGNMENT, SUBLETTING AND MORTGAGING OF LEASED PREMISES:

1. Without the prior written consent of Lessor, Lessee may not assign this Lease or any rights of Lessee hereunder (except to a leasehold mortgagee as herein below provided) or sublet the whole or any part of the Leased Premises. Any assignment or subletting shall be expressly subject to all the terms and provisions of this Lease, including the provisions of Section 6 pertaining to the use of the Leased Premises. In the event of any assignment or subletting, Lessee shall not assign Lessee's rights hereunder or sublet the Leased Premises without first obtaining a written agreement from each such assignee or sublessee whereby each such assignee or sub-Lessee agrees to be bound by the terms and provisions of this Lease. No such assignment or subletting shall constitute non-aviation. In the event of the occurrence of an event of default while the Leased Premises are assigned or sublet, Lessor-, in addition to any other remedies provided herein or by law, may at Lessor's option, collect directly from such assignee or sub-Lessee all rents becoming due under such assignment or subletting and apply such rent against any sums due to Lessor hereunder. No direct collection by Lessor from any such assignee or sub-Lessee shall release Lessee from the payment or performance of Lessee's obligations hereunder.
2. Lessee shall have the right to mortgage the leasehold estate of Lessee created hereby in order to secure a mortgage loan for the purpose of obtaining funds for the construction of the improvements described in Paragraph 6 or for other construction upon the Leased Premises approved from time to time by Lessor in writing. In the event that Lessee pursuant to mortgages or deeds of trust mortgages the leasehold estate of Lessee created hereby, the leasehold mortgagee shall in no event become personally liable to perform the obligations of Lessee under this Lease unless and until said mortgagee become the owner of the leasehold estate pursuant to foreclosure, transfer in lieu of foreclosure, or otherwise, and thereafter said leasehold mortgagee shall remain liable for such obligations only so long as such mortgagee remains the owner of the leasehold estate. Notwithstanding the foregoing, it is specifically understood and agreed that no such mortgaging by Lessee and/or any actions taken pursuant to the terms of such mortgage shall ever relieve Lessee of Lessee's obligation to pay the rental due hereunder and otherwise fully perform the terms and conditions of this Lease.

3. All mortgages or deeds of trust whereby Lessee mortgages the leasehold estate of Lessee created hereby shall contain provisions (A) requiring the leasehold mortgagee to give Lessor thirty (30) days written notice prior to accelerating the debt of Lessee to such mortgagee and/or initiating foreclosure proceedings under said mortgages or deeds of trust, and (B) allowing Lessor during such thirty (30) day notice period to cure Lessee's default and prevent said acceleration and/or foreclosure proceedings, and thereafter at Lessor's option to assume Lessee's position under said mortgages or deeds of trust.
4. Lessor agrees, if and so long as the leasehold estate of Lessee is encumbered by a leasehold mortgage and written notice to such effect has been given to Lessor, to give the holder of such leasehold mortgagee at such address or addresses as may be specified in such written notice to Lessor for the giving of notices to the leasehold mortgagee, or as otherwise may be specified by the leasehold mortgagee to Lessor in writing, written notice of any default hereunder by Lessee, simultaneously with the giving of such notice to Lessee, and the holder of any such leasehold mortgage shall have the right, for a period of fifteen (15) days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make payment as may be necessary or appropriate to cure any such default so specified, it being the intention of the parties hereto that Lessor shall not exercise Lessor's right to terminate this Lease without first giving any such leasehold mortgagee the notice provided for herein and affording any such leasehold mortgagee the right to cure such default as provided for herein.

SECTION 10. TERMINATION:

1. Termination for Cause - This Lease Agreement may be terminated by Lessor upon the occurrence of an event of default by Lessee as set forth in Section 13 - Default by Lessee.
2. Termination by Mutual Consent - This Lease may be terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this Lease, except as contained in Paragraph 10.4 hereunder.
3. Requirements at Termination - At the termination of this Lease Agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the Leased Premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee upon the Leased Premises and hold such until the monetary default is settled. In such case, if Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may, upon thirty (30) days written notice to Lessee, liquidate any personal property seized. Lessee shall be liable for any and all expenses incurred by Lessor in such action.

SECTION 11. CONDEMNATION:

1. If during the term hereof, any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or are sold to a condemning authority under threat of condemnation, and after such taking by or sale to said condemning authority the remainder of the Leased Premises is not susceptible to efficient and economic occupation and operation by Lessee, this Lease shall automatically terminate as of the date that said condemning authority takes possession of the Leased Premises, and Lessor shall refund to Lessee any prepaid but un-accrued rental less any sum then owing by Lessee to Lessor.
2. If after such taking by or sale to said condemning authority the remainder of the Leased Premises is susceptible to efficient and economic occupation and operation by Lessee, this Lease shall not terminate but the rental due hereunder shall be adjusted so that Lessee shall be required to pay for the remainder of the term hereof the sum obtained by multiplying each monthly rental installment due hereunder, as adjusted from time to time pursuant to Section 3, (2), by a fraction, the numerator of which shall be the number of square feet remaining in the Leased Premises after the taking by or

sale to said condemning authority and denominator of which shall be the square footage originally contained in the Leased Premises. The rental adjustment called for herein shall not commence until said condemning authority actually takes possession of the condemned portion of the Leased Premises.

3. If this Lease is not terminated pursuant to Paragraph 1, Lessee shall promptly restore the improvements on the Leased Premises, and the condemnation proceeds to which Lessor and Lessee are entitled shall be awarded and paid first to cover the costs and expenses for restoring the remaining portion of the Leased Premises to a condition susceptible to efficient and economic occupation and operation by Lessee, and any remaining proceeds to which Lessor and Lessee are entitled shall be awarded and paid to Lessor and Lessee, as their interest may appear. If this Lease is terminated pursuant to Paragraph 1, condemnation proceeds to which Lessor and Lessee are entitled shall be awarded and paid to Lessor and Lessee as their interests may appear.

SECTION 12. INSURANCE: Lessee shall during the term hereof maintain at Lessee's sole cost and expense insurance relating to the Leased Premises as follows:

1. Insurance against loss or damage to improvements by fire, lightning, and other risks from time to time included under standard extended coverage policies, and sprinkler, vandalism and malicious mischief, all in amounts sufficient to prevent Lessor or Lessee from becoming co-insurers of any loss under the applicable policies but in any event in amounts not less than eighty percent (80%) of the full insurable value of the Leased Premises. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to Lessor, and, therefore, proper adjustment in the limits of insurance coverage shall be effected.
2. General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises, such insurance to afford protection to Lessor of not less than \$500,000.00 with respect to any one person, \$1,000,000.00 with respect to any one accident and not less than \$200,000.00 with respect to property damage.
3. Worker's compensation insurance covering all persons employed by Lessee in connection with any work done on or about the Leased Premises with respect to which claims for death or bodily injury could be asserted against Lessor or the Leased Premises, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.
4. If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, erupting, collapsing, imploding or exploding, in the minimum amount of \$100,000.00 for damage to property resulting from such perils.
5. Such other insurance on improvements in such amounts and against such other insurable hazard, which at the time are commonly obtained in the case of property similar to such improvements.
6. Hangar keeper's liability insurance providing for coverage in the following limits: \$200,000.00 per aircraft and \$400,000.00 per occurrence on property damage to aircraft in the care, custody or control of Lessee if the Lessee does not own all the aircraft stored in his hangar.
7. All such policies of insurance (A) shall be issued by insurance companies acceptable to Lessor, (B) shall name Lessor as an additional insured or loss payee, as the case may be, and (C) shall provide for at least ten (10) days written notice to Lessor prior to cancellation or modification. Lessee shall provide Lessor with duplicate originals of all insurance policies required by this paragraph.

SECTION 13. HOLD HARMLESS:

1. Lessor shall not be liable to Lessee or Lessee's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the Leased Premises or any adjacent area owned by Lessor caused by Lessee, Lessee's employees, servants, customers, invitees, licensees or any other person entering the Leased Premises and the conduct of Lessee's business thereon, or arising out of any breach or default by Lessee in the performance of the Lessee's obligations hereunder; and Lessee hereby agrees to indemnify Lessor and hold Lessor harmless from any loss, expense or claim arising out of such damage or injury.
2. Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or Attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees.

SECTION 14. MAINTENANCE OF LANDING AREA:

Lessee understands and agrees that Lessor will maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation Aviation Division. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. Lessee also understands that Lessor is obligated to continue operate the Airport as an airport and may not close the Airport at any time and at its own discretion

SECTION 15. ENVIRONMENTAL COMPLIANCE

1. No Storage or Disposal. Lessee shall not install, store, use, treat, transport or dispose (or permit or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by Lessee, its agents, employees, independent contractors, or sub-lessees) on the Leased Premises, any: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per MILLION; or (d) any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Leased Premises, and which is either: (i) in amounts in excess of that permitted or deemed safe under applicable law; or (ii) in any manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (a), (b), (c) or (d) are collectively referred to hereinafter as "Hazardous Materials").
2. Cleanup Laws. Lessee shall, at Lessee's own expense, comply with any presently existing or hereafter enacted laws relating to Hazardous Materials (collectively, "Cleanup Laws"); provided, however that Lessee shall not be responsible for correcting any violation of the Cleanup Laws under this Section that existed prior to the Commencement Date. In furtherance and not in limitation of the foregoing, Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the Leased Premises, by Lessee, its agents, employees, independent contractors or subLessees during the Term of this Lease, Lessee shall, at Lessee's own expense, prepare and submit the required plans and financial assurances and carry out the approved plans in accordance with such Cleanup Laws and to Lessor's satisfaction. At no expense to Lessor, Lessee shall promptly provide all information requested by Lessor for preparation of affidavits or other documents required by Lessor to determine the applicability of the Cleanup Laws to the Leased Premises, as the case may be, and shall sign the affidavits promptly when requested to do so by Lessor. Lessee shall indemnify, defend, save and hold Lessor harmless from

and against, and reimburse Lessor for, any and all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, Attorneys' Fees and court costs), and all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal or discharge of Hazardous Materials in or on the Leased Premises by Lessee, its agents, employees, independent contractors or sub-Lessees during the Lease Term; and from all fines, suits, procedures, claims and actions of any kind arising out of Lessee's failure to provide all information, make all submissions and take all steps required by the Authority under the Cleanup Laws or any other environmental law. Lessee's obligations and liabilities under this Section shall continue so long as Lessor and any of Lessor's Affiliates remain responsible for Hazardous Materials at the Leased Premises, that were installed, stored, used, treated, transported, disposed of or discharged during the Lease Term by Lessee, its agents, employees, independent contractors or sub-Lessees. In addition to and not in limitation of Lessor's other rights and remedies, Lessee's failure to abide by the terms of this Section shall be restrainable by injunction.

3. Environmental Notices. Lessee shall promptly supply Lessor with copies of any notices, correspondence and submissions made by Lessee to or received by Lessee from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.
4. Survival. Lessee's liability pursuant to the terms of this Article shall survive the expiration or earlier termination of this Ground Lease.

SECTION 16. DEFAULT BY LESSEE:

The following events shall be deemed to be events of default by Lessee under this Lease:

1. Failure of Lessee to pay any Lease Payment or any other sum payable to Lessor hereunder on the date that same is due and such failure shall continue for a period of thirty (30) days.
2. Failure of Lessee to comply with any term, condition or covenant of this Lease other than the Lease Payment or other sum of money, and such failure shall not be cured within thirty (30) days after written notice thereof to Lessee.
3. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Lessee or any guarantor of Lessee's obligations.
4. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended or under any similar law or statute of the United States or any State thereof by Lessee or any guarantor of Lessee's obligations, or adjudication as a bankrupt or insolvent in proceedings filed against Lessee or such guarantor.
5. Appointment of a receiver or trustee for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations.
6. Abandonment by Lessee of any substantial portion of the Leased Premises or cessation of use of the Leased premises for the purposes leased.

SECTION 17. GENERAL PROVISIONS:

1. Force Majeure - In the event performance by Lessor of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Lessor,

the period for performance of such term, condition or covenant shall be extended for a period equal to the period Lessor is so delayed or hindered.

2. Entire Agreement - This Lease Agreement embraces the entire agreement of the parties mentioned herein pertaining to the Leased Premises and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the Lease of the Leased Premises, except that this Lease Agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.
3. Use of Terms - For the purpose of this Lease Agreement, the singular number shall include the plural and the masculine shall include the feminine and visa-versa, whenever this Lease so admits or requires.
4. Headings and Captions - The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.
5. Authority - The parties to this Lease Agreement hereby acknowledge and agree that they are the principals to this Lease and have the power, right, and authority to enter into this Lease and are not acting as an agent for the benefit of any third party; except that Lessor is acting on behalf of the County of Grayson.
6. Governing Law - This Lease Agreement shall be governed by the laws of the State of Texas and construed there under and venue of any action brought under this Lease Agreement shall be in Hidalgo County, Texas.
7. Severability - If any section, paragraph, sentence or phrase entered in this Lease is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Lease and, to this end, the provisions of this Lease are declared to be severable.

IN WITNESS WHEREOF the said Lessor and Lessee have executed this instrument this 1st day of March 2015.

CITY OF WESLACO

MAYOR

ATTEST:

, CITY SECRETARY

APPROVED AS TO FORM:

Ramon Vela, **CITY ATTORNEY**

By JOHN GARRIC
(Printed Name/Title)

LESSEE'S ADDRESS:
5301 Guava Dr.
Harlingen, TX 78552
956-412-6465

EXHIBIT "A"



Figure 1 Proposed location of 90x100 hangar

STATE OF TEXAS	§	WESLACO MID VALLEY AIRPORT
COUNTY OF HIDALGO	§	GROUND-HANGAR SPACE LEASE
CITY OF WESLACO	§	AGREEMENT

This Ground Lease Agreement is entered into this the 1st day of March 2015, the effective date between the City of Weslaco, a Home-Ruled Municipal Corporation having its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596, hereinafter referred to as "Lessor" and John Garric (Garric Warbirds) , an [individual, corporation, partnership/LLC] whose principal office is located at 5301 Guava Dr., Harlingen, TX 78552 , hereinafter referred to as "Lessee".

WHEREAS, The City of Weslaco Owns and Operates the Weslaco Mid Valley Airport and all grounds within the area designated as the Mid Valley Airport for aeronautical purpose, to include landing, takeoffs, storage of aircraft and the sales of fuel.

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Weslaco Mid-Valley Airport, hereinafter called "Airport"; and

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable considerations, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. LEASED PREMISES:

Land - Lessor does hereby lease to Lessee approximately 2,911 sq. ft of land or existing **hangar space** located on the Airport more particularly described on Exhibit "A" as Leased Premises, together with all improvements located thereon, and as identified on the "Airport Layout Plan" which is attached hereto as Exhibit "B" and incorporated herein, all hereinafter referred to as the "Leased Premises". Lessee hereby leases the Leased Premises from Lessor subject to the terms, covenants and conditions stated below.

Lessee has inspected the Leased Premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this Lease. Lessor and any agent have made no express or implied warranties as to the condition or permitted use of the Leased Premises.. Lessee agrees that it is not relying on any warranty or representation made by Lessor, Lessor's agent, or any broker concerning the use of the Leased Premises.

Lessor shall deliver possession of the Leased Premises to Lessee as of the Effective Date hereof.

Lessee shall be responsible for maintenance and insurance of the Leased Premises upon delivery of possession to Lessee. Lessee shall give a copy of the Insurance Policy to Lessor before taking possession.

SECTION 2. TERM:

This Lease shall be for **Five (5) years**, (the "Term"), beginning on the 1st day of March 2015 and ending on the Last day of February 2020.

SECTION 3. CONSIDERATION:

1. Lease Payments - Subject to adjustment as herein below provided, Lessee agrees to pay to Lessor, without offset or deduction, payment for the Leased Premises at the rate of \$0.17 per square foot of land in advance. The total amount of land to be leased for the construction or placement of an aircraft hangar W33-00. The first **annual lease payment** in the amount of **\$494.87** shall be due and payable on or before the first day of March 2015, with successive annual payments being due and payable on the first day of each October thereafter during the Term here of.
2. Payment Method- All Lease Payments shall be paid as the same become due, without demand, in lawful currency of the United States made payable to the Weslaco Mid Valley Airport Fund, by mail at 1909 Joe Stephens Drive, Weslaco, Texas 78596, or by hand-delivery to the Administration Office of the Airport or to the City of Weslaco Finance Department, 255 S. Kansas Street, Weslaco, Texas 78596
3. Late Payments – If Lessee make the lease payment within 10 days after the same is due, a Late Payment penalty equal to 10% of such payment shall be charged to Lessee. In the event Lessee shall become delinquent for more than 90 days, this Lease may be terminated by Lessor as further defined in Section 10 - Termination.

SECTION 4. CONSTRUCTION OF IMPROVEMENTS:

1. Construction - Lessee agrees to construct all buildings, ramps and facilities (as more fully described in Exhibit "C"-The "Improvements"), which will be constructed by Lessee at Lessee's expense. Construction must begin within one hundred twenty (120) days after the effective date this Lease and must be substantially completed within one hundred eighty (180) days thereafter. The Improvements on the Leased Premises shall remain the Lessee's property in Perpetuity.
2. Prior to construction of the improvements, the Lessee shall obtain the Lessor's written approval of the plans and specifications for such construction, which approval the Lessor shall not unreasonably withhold. The preliminary submission by the Lessee shall employ essentials of aesthetics, convenience, function and design, and shall be compatible in such respect with those of the Airport. Upon approval of such preliminary plans, Lessee shall prepare complete plans and specifications for the proposed construction. A construction application and final plans and specifications, when rendered, shall be submitted to the Lessor for approval, which approval shall not be unreasonably withheld. The Lessee shall include in all construction contracts entered into by it, in connection with any or all of the construction work, a provision requiring all contractors to indemnify, hold harmless, defend and insure Lessor, its Officers, Agents, and Employees, against the risk of death, injury, or damage to persons or property, direct or consequential, arising out of or in connection with the performance of any or all of such construction work. The Lessee shall require all contractors to furnish liability insurance in such reasonable amounts as may be required by the Lessor. In the alternative, the Lessee itself may provide the indemnity and liability insurance otherwise required of contractors. Lessor agrees to provide approval or disapproval within thirty (30) days of receipt of each written request.
3. All plans and specifications referred to above and all construction, renovation, remodeling, or refurbishing to or upon the Leased Premises shall meet all current Building Codes as adopted by the City of Weslaco and administered by the City Planning and Zoning Department, and shall provide for the construction to be from material satisfactory and acceptable to the Lessor. During the progress of all work, Lessor's duly authorized representative may enter upon the Leased Premises and make such inspections as may be reasonably necessary for the purpose of satisfying Lessor that the work or construction meets such requirements and standards.
4. The Lessee further covenants that all construction work to be performed by it or its contractors, including all workmanship or materials shall be of first class quality and shall be performed in accordance with the plans and specifications approved by the Lessor. Lessee agrees that it shall deliver to the Lessor "as built" transparencies of the improvements constructed by it and shall,

during the term of this Lease keep such transparencies, if any, current, showing thereon any changes or modifications which may be made in or to the improvements.

5. The Lessee will complete a FAA Form 7460-1, "Notice of Proposed Construction or Alteration," and receive a favorable determination from the FAA prior to any construction on the Facility.

SECTION 5. TAXES, FEES AND INSURANCE:

Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessee shall provide his own insurance coverage for all Lessee Improvements and Lessee owned property located in or on the Leased Premises and shall provide business liability insurance in an amount of \$1,000,000.00 with Lessor listed as an additional Insured. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times. Any changes in those certificates must have the prior written approval of Lessor.

SECTION 6. CONDITIONS OF USE OF THE LEASED PREMISES:

1. Condition of Leased Premises; Compliance with Law - Lessee agrees that it will at all times keep the Leased Premises, including the inside and the outside of any facility, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap parts. Lessee shall abide by all applicable laws and rules of the Environmental Protection Agency, the Texas Natural Resources Conservation Commission, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacture's directions in regards to the use, storage and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the Airport.
2. Clean-up by Lessor; Charge against Lessee - Should Lessee fail to keep the Leased Premises clean and free of hazards, Lessor may, after 30 days written notice, arrange for the clean up of the littered or hazardous area. Such clean up shall be charged to Lessee and payable upon demand. Failure to render immediate payment for such cleanup is considered default of the Lease and grounds for Lessor to terminate this Lease.
3. Compliance with Laws, Rules and Regulations - Lessee will comply with all laws, rules and regulations now existing or hereafter established by the United States of America, the State of Texas, the County of Hidalgo, and their respective agencies, including the Federal Aviation Administration, the Texas Department of Transportation Aviation Division (TxDOT Aviation), and the Air Port Board. The Rules and Regulations are incorporated by reference as if written verbatim herein, and Lessee agrees to comply fully at all times with the Rules and Regulations. Lessor shall have the right to amend, notify and alter the Rules and Regulations from time to time in a reasonable manner for the purpose of assuring the safety, welfare and convenience of Lessor, Lessee and all other Lessees and customers of the Airport.
4. Requirements of U.S.A. - It is expressly understood and agreed that this Lease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of Lessor constituting agreements between Lessor and the United States of America and its agents, including, but not limited to, the Federal Aviation Administration (FAA) and the Texas Department of Transportation Aviation Division (TxDOT Aviation) and all regulations now and hereafter imposed upon the Lessor and that the Lessor shall not be liable to Lessee on account of any of the foregoing matters and all of such contracts, agreements, resolutions, and regulations are incorporated herein by reference, and if any provision of this Lease is determined to be at variance with same, such provision is unilaterally reformable at Lessor's option.

5. FAA Requirements - The Lessor and Lessee recognize and agree this Lease shall be subject to: such regulations and approvals as required by the FAA and TxDOT Aviation and in particular those FAA regulations which provide that the property subject to this Lease shall be used for Airport purposes and in such a manner so as not to materially and adversely affect the development and improvement, operation or maintenance of the Airport; and to the requirements of national emergency. Lessee agrees to cooperate and assist Lessor in complying with such regulations and conditions of approval. All runways and Airport facilities shall be open to the general traveling public for the landing and operation of aircraft there from without hindrance or interference on the part of Lessee.
6. National Emergencies - This Lease is subject to the right of temporary reentry and use of certain portions of the Airport by the Armed Forces of the United States Government during wartime involving the United States and in other national emergencies. In the event of any such re-entry, Lessee shall be entitled to receive the entire amount of any award made for such re-entry whether such award is paid by way of damages, rent or otherwise, unless such period of re-entry shall extend beyond the expiration date of the Term of this Lease, in which case such award, after payment to Lessor there from of the estimated cost of restoration of the Leased Premises to the extent that any such award is intended to compensate for damage to the Leased Premises shall be apportioned by Lessor and Lessee as of such date of expiration in the same ratio that the part of the entire period for which such compensation is made falling before the date of expiration and that part falling after, bear to such entire period.

SECTION 7. PERMITTED USE:

1. Except as otherwise provided herein, Lessee will use the Leased Premises for aviation purposes, and administrative offices, and in any lawful manner necessary or incidental to the conduct thereof. Any aviation activity Lessee wishes to perform that is not authorized herein may be approved by Lessor upon request by Lessee.
2. The Lessee will not make or permit any use of the Leased Premises, which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an Airport hazard or impair the future development of the Airport. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.
3. Lessor hereby grants, assigns and conveys to Lessee reasonable non-exclusive, non-discriminatory use, as defined by the FAA, of the runways, landing and taxiing ways, and common use portions of the Airport and related facilities (collectively referred to as "Common Areas") at all times, subject, however, to the right of others entitled to use thereof. The Lessee shall pay reasonable and customary fees for the use of such portions of the Airport. In the event that reasonable availability of the Airport for use by Lessee is discontinued for any cause or reason, Lessor shall use its best efforts to restore such availability at the earliest possible date.
4. The Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace over the Leased Premises and for such noise as may be inherent in the operation of aircraft in said airspace, and for landing on, taking off from or operating on the Airport.

SECTION 8. RESTRICTED USE:

1. Lessee agrees not to make any additions or modifications to the Leased Premises unless agreed upon by both parties in writing. In the event of such consent, all improvements or modifications shall be made at the expense of Lessee and, at the expiration of this Lease and any extensions to this Lease, shall become the property of Lessor.
2. Lessee agrees that the usage of the Leased Premises plus any associated apron shall be limited to the parking of his personal/company/customer owned aircraft. All automobiles, buses, trucks or other

transportation modes must be parked or stored in approved automobile parking areas and/or inside any hangar, unless agreed upon by Lessor in writing.

3. Lessee agrees not to fuel or defuel any aircraft parked inside any hangar. Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside any hangar/office. Such fire extinguisher(s) shall be readily accessible in the event of a fire. The local fire marshal or his designated representative reserves the right to periodically inspect such fire extinguishers and the facility for fire safety compliance.
4. Lessee agrees that it will not operate any non-aviation-related business or activity on the Leased Premises without the express written consent of Lessor in advance. Any such non-aviation-related business or activity must be so established by a separate contract.
5. Lessee agrees Lessor and Lessor's authorized representatives shall have the right, during normal business hours, to enter the Leased Premises (a) to inspect the general condition and state of repair thereof, (b) to make repairs permitted under this Lease, (c) to show the Leased Premises to any prospective Lessee or purchaser or (d) for any other reasonable and lawful purpose.
6. Lessee agrees to use the property and building associated with the property for aviation related business only and that any office built within the hangar will comply with all city rules, regulations and ordinances adopted by the City of Weslaco. Hangar improvement may include office space for the conduct of business but no residential space will be constructed and the facility may not be used for residential purposes. Violation of the residential prohibition will result in termination of the lease agreement between the Lessee and the Lessor.

SECTION 9. ASSIGNMENT, SUBLETTING AND MORTGAGING OF LEASED PREMISES:

1. Without the prior written consent of Lessor, Lessee may not assign this Lease or any rights of Lessee hereunder (except to a leasehold mortgagee as herein below provided) or sublet the whole or any part of the Leased Premises. Any assignment or subletting shall be expressly subject to all the terms and provisions of this Lease, including the provisions of Section 6 pertaining to the use of the Leased Premises. In the event of any assignment or subletting, Lessee shall not assign Lessee's rights hereunder or sublet the Leased Premises without first obtaining a written agreement from each such assignee or sublessee whereby each such assignee or sub-Lessee agrees to be bound by the terms and provisions of this Lease. No such assignment or subletting shall constitute non-aviation. In the event of the occurrence of an event of default while the Leased Premises are assigned or sublet, Lessor-, in addition to any other remedies provided herein or by law, may at Lessor's option, collect directly from such assignee or sub-Lessee all rents becoming due under such assignment or subletting and apply such rent against any sums due to Lessor hereunder. No direct collection by Lessor from any such assignee or sub-Lessee shall release Lessee from the payment or performance of Lessee's obligations hereunder.
2. Lessee shall have the right to mortgage the leasehold estate of Lessee created hereby in order to secure a mortgage loan for the purpose of obtaining funds for the construction of the improvements described in Paragraph 6 or for other construction upon the Leased Premises approved from time to time by Lessor in writing. In the event that Lessee pursuant to mortgages or deeds of trust mortgages the leasehold estate of Lessee created hereby, the leasehold mortgagee shall in no event become personally liable to perform the obligations of Lessee under this Lease unless and until said mortgagee become the owner of the leasehold estate pursuant to foreclosure, transfer in lieu of foreclosure, or otherwise, and thereafter said leasehold mortgagee shall remain liable for such obligations only so long as such mortgagee remains the owner of the leasehold estate. Notwithstanding the foregoing, it is specifically understood and agreed that no such mortgaging by Lessee and/or any actions taken pursuant to the terms of such mortgage shall ever relieve Lessee of Lessee's obligation to pay the rental due hereunder and otherwise fully perform the terms and conditions of this Lease.

3. All mortgages or deeds of trust whereby Lessee mortgages the leasehold estate of Lessee created hereby shall contain provisions (A) requiring the leasehold mortgagee to give Lessor thirty (30) days written notice prior to accelerating the debt of Lessee to such mortgagee and/or initiating foreclosure proceedings under said mortgages or deeds of trust, and (B) allowing Lessor during such thirty (30) day notice period to cure Lessee's default and prevent said acceleration and/or foreclosure proceedings, and thereafter at Lessor's option to assume Lessee's position under said mortgages or deeds of trust.
4. Lessor agrees, if and so long as the leasehold estate of Lessee is encumbered by a leasehold mortgage and written notice to such effect has been given to Lessor, to give the holder of such leasehold mortgagee at such address or addresses as may be specified in such written notice to Lessor for the giving of notices to the leasehold mortgagee, or as otherwise may be specified by the leasehold mortgagee to Lessor in writing, written notice of any default hereunder by Lessee, simultaneously with the giving of such notice to Lessee, and the holder of any such leasehold mortgage shall have the right, for a period of fifteen (15) days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make payment as may be necessary or appropriate to cure any such default so specified, it being the intention of the parties hereto that Lessor shall not exercise Lessor's right to terminate this Lease without first giving any such leasehold mortgagee the notice provided for herein and affording any such leasehold mortgagee the right to cure such default as provided for herein.

SECTION 10. TERMINATION:

1. Termination for Cause - This Lease Agreement may be terminated by Lessor upon the occurrence of an event of default by Lessee as set forth in Section 13 - Default by Lessee.
2. Termination by Mutual Consent - This Lease may be terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this Lease, except as contained in Paragraph 10.4 hereunder.
3. Requirements at Termination - At the termination of this Lease Agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the Leased Premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee upon the Leased Premises and hold such until the monetary default is settled. In such case, if Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may, upon thirty (30) days written notice to Lessee, liquidate any personal property seized. Lessee shall be liable for any and all expenses incurred by Lessor in such action.

SECTION 11. CONDEMNATION:

1. If during the term hereof, any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or are sold to a condemning authority under threat of condemnation, and after such taking by or sale to said condemning authority the remainder of the Leased Premises is not susceptible to efficient and economic occupation and operation by Lessee, this Lease shall automatically terminate as of the date that said condemning authority takes possession of the Leased Premises, and Lessor shall refund to Lessee any prepaid but un-accrued rental less any sum then owing by Lessee to Lessor.
2. If after such taking by or sale to said condemning authority the remainder of the Leased Premises is susceptible to efficient and economic occupation and operation by Lessee, this Lease shall not terminate but the rental due hereunder shall be adjusted so that Lessee shall be required to pay for the remainder of the term hereof the sum obtained by multiplying each monthly rental installment due hereunder, as adjusted from time to time pursuant to Section 3, (2), by a fraction, the numerator of which shall be the number of square feet remaining in the Leased Premises after the taking by or

sale to said condemning authority and denominator of which shall be the square footage originally contained in the Leased Premises. The rental adjustment called for herein shall not commence until said condemning authority actually takes possession of the condemned portion of the Leased Premises.

3. If this Lease is not terminated pursuant to Paragraph 1, Lessee shall promptly restore the improvements on the Leased Premises, and the condemnation proceeds to which Lessor and Lessee are entitled shall be awarded and paid first to cover the costs and expenses for restoring the remaining portion of the Leased Premises to a condition susceptible to efficient and economic occupation and operation by Lessee, and any remaining proceeds to which Lessor and Lessee are entitled shall be awarded and paid to Lessor and Lessee, as their interest may appear. If this Lease is terminated pursuant to Paragraph 1, condemnation proceeds to which Lessor and Lessee are entitled shall be awarded and paid to Lessor and Lessee as their interests may appear.

SECTION 12. INSURANCE: Lessee shall during the term hereof maintain at Lessee's sole cost and expense insurance relating to the Leased Premises as follows:

1. Insurance against loss or damage to improvements by fire, lightning, and other risks from time to time included under standard extended coverage policies, and sprinkler, vandalism and malicious mischief, all in amounts sufficient to prevent Lessor or Lessee from becoming co-insurers of any loss under the applicable policies but in any event in amounts not less than eighty percent (80%) of the full insurable value of the Leased Premises. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to Lessor, and, therefore, proper adjustment in the limits of insurance coverage shall be effected.
2. General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises, such insurance to afford protection to Lessor of not less than \$500,000.00 with respect to any one person, \$1,000,000.00 with respect to any one accident and not less than \$200,000.00 with respect to property damage.
3. Worker's compensation insurance covering all persons employed by Lessee in connection with any work done on or about the Leased Premises with respect to which claims for death or bodily injury could be asserted against Lessor or the Leased Premises, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.
4. If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, erupting, collapsing, imploding or exploding, in the minimum amount of \$100,000.00 for damage to property resulting from such perils.
5. Such other insurance on improvements in such amounts and against such other insurable hazard, which at the time are commonly obtained in the case of property similar to such improvements.
6. Hangar keeper's liability insurance providing for coverage in the following limits: \$200,000.00 per aircraft and \$400,000.00 per occurrence on property damage to aircraft in the care, custody or control of Lessee if the Lessee does not own all the aircraft stored in his hangar.
7. All such policies of insurance (A) shall be issued by insurance companies acceptable to Lessor, (B) shall name Lessor as an additional insured or loss payee, as the case may be, and (C) shall provide for at least ten (10) days written notice to Lessor prior to cancellation or modification. Lessee shall provide Lessor with duplicate originals of all insurance policies required by this paragraph.

SECTION 13. HOLD HARMLESS:

1. Lessor shall not be liable to Lessee or Lessee's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the Leased Premises or any adjacent area owned by Lessor caused by Lessee, Lessee's employees, servants, customers, invitees, licensees or any other person entering the Leased Premises and the conduct of Lessee's business thereon, or arising out of any breach or default by Lessee in the performance of the Lessee's obligations hereunder; and Lessee hereby agrees to indemnify Lessor and hold Lessor harmless from any loss, expense or claim arising out of such damage or injury.
2. Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or Attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees.

SECTION 14. MAINTENANCE OF LANDING AREA:

Lessee understands and agrees that Lessor will maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation Aviation Division. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. Lessee also understands that Lessor is obligated to continue operate the Airport as an airport and may not close the Airport at any time and at its own discretion

SECTION 15. ENVIRONMENTAL COMPLIANCE

1. No Storage or Disposal. Lessee shall not install, store, use, treat, transport or dispose (or permit or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by Lessee, its agents, employees, independent contractors, or sub-lessees) on the Leased Premises, any: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per MILLION; or (d) any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Leased Premises, and which is either: (i) in amounts in excess of that permitted or deemed safe under applicable law; or (ii) in any manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (a), (b), (c) or (d) are collectively referred to hereinafter as "Hazardous Materials").
2. Cleanup Laws. Lessee shall, at Lessee's own expense, comply with any presently existing or hereafter enacted laws relating to Hazardous Materials (collectively, "Cleanup Laws"); provided, however that Lessee shall not be responsible for correcting any violation of the Cleanup Laws under this Section that existed prior to the Commencement Date. In furtherance and not in limitation of the foregoing, Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the Leased Premises, by Lessee, its agents, employees, independent contractors or subLessees during the Term of this Lease, Lessee shall, at Lessee's own expense, prepare and submit the required plans and financial assurances and carry out the approved plans in accordance with such Cleanup Laws and to Lessor's satisfaction. At no expense to Lessor, Lessee shall promptly provide all information requested by Lessor for preparation of affidavits or other documents required by Lessor to determine the applicability of the Cleanup Laws to the Leased Premises, as the case may be, and shall sign the affidavits promptly when requested to do so by Lessor. Lessee shall indemnify, defend, save and hold Lessor harmless from

and against, and reimburse Lessor for, any and all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, Attorneys' Fees and court costs), and all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal or discharge of Hazardous Materials in or on the Leased Premises by Lessee, its agents, employees, independent contractors or sub-Lessees during the Lease Term; and from all fines, suits, procedures, claims and actions of any kind arising out of Lessee's failure to provide all information, make all submissions and take all steps required by the Authority under the Cleanup Laws or any other environmental law. Lessee's obligations and liabilities under this Section shall continue so long as Lessor and any of Lessor's Affiliates remain responsible for Hazardous Materials at the Leased Premises, that were installed, stored, used, treated, transported, disposed of or discharged during the Lease Term by Lessee, its agents, employees, independent contractors or sub-Lessees. In addition to and not in limitation of Lessor's other rights and remedies, Lessee's failure to abide by the terms of this Section shall be restrainable by injunction.

3. Environmental Notices. Lessee shall promptly supply Lessor with copies of any notices, correspondence and submissions made by Lessee to or received by Lessee from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.
4. Survival. Lessee's liability pursuant to the terms of this Article shall survive the expiration or earlier termination of this Ground Lease.

SECTION 16. DEFAULT BY LESSEE:

The following events shall be deemed to be events of default by Lessee under this Lease:

1. Failure of Lessee to pay any Lease Payment or any other sum payable to Lessor hereunder on the date that same is due and such failure shall continue for a period of thirty (30) days.
2. Failure of Lessee to comply with any term, condition or covenant of this Lease other than the Lease Payment or other sum of money, and such failure shall not be cured within thirty (30) days after written notice thereof to Lessee.
3. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Lessee or any guarantor of Lessee's obligations.
4. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended or under any similar law or statute of the United States or any State thereof by Lessee or any guarantor of Lessee's obligations, or adjudication as a bankrupt or insolvent in proceedings filed against Lessee or such guarantor.
5. Appointment of a receiver or trustee for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations.
6. Abandonment by Lessee of any substantial portion of the Leased Premises or cessation of use of the Leased premises for the purposes leased.

SECTION 17. GENERAL PROVISIONS:

1. Force Majeure - In the event performance by Lessor of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Lessor,

the period for performance of such term, condition or covenant shall be extended for a period equal to the period Lessor is so delayed or hindered.

2. Entire Agreement - This Lease Agreement embraces the entire agreement of the parties mentioned herein pertaining to the Leased Premises and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the Lease of the Leased Premises, except that this Lease Agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.
3. Use of Terms - For the purpose of this Lease Agreement, the singular number shall include the plural and the masculine shall include the feminine and visa-versa, whenever this Lease so admits or requires.
4. Headings and Captions - The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.
5. Authority - The parties to this Lease Agreement hereby acknowledge and agree that they are the principals to this Lease and have the power, right, and authority to enter into this Lease and are not acting as an agent for the benefit of any third party; except that Lessor is acting on behalf of the County of Grayson.
6. Governing Law - This Lease Agreement shall be governed by the laws of the State of Texas and construed there under and venue of any action brought under this Lease Agreement shall be in Hidalgo County, Texas.
7. Severability - If any section, paragraph, sentence or phrase entered in this Lease is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Lease and, to this end, the provisions of this Lease are declared to be severable.

IN WITNESS WHEREOF the said Lessor and Lessee have executed this instrument this 1st day of March 2015.

CITY OF WESLACO

MAYOR

ATTEST:

, CITY SECRETARY

APPROVED AS TO FORM:

Ramon Vela, **CITY ATTORNEY**

By JOHN GARRIC
(Printed Name/Title)

LESSEE'S ADDRESS:
5301 Guava Dr.
Harlingen, TX 78552
956-412-6465

EXHIBIT "A"



Figure 1 Proposed location of 90x100 hangar



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2017-1333
From:		
Subject: Authorization to terminate a Mid Valley Ground Lease Agreement with Tenant Terry Barbee for Hangar W-21 and to approve a Mid Valley Airport Ground Lease Agreement with Tenant Debora Kay Reilly for Hangar W-21 and authorize the Mayor to execute any related documents. (Staffed by Airport.)		
Background: Tenant Terry Barbee has a current ground lease agreement for Hangar W-21 and is in the process of selling the improvement to Mrs. Debora Kay Reilly. In the past, the City Commission has requested to terminate existing ground lease agreements when an improvement has been sold and to enter into negotiations with the new tenant. The ground lease agreement being presented is for Hangar W-21, located on the west side of the airport. The proposed hangar lease agreement is for five (5) years, with a five (5) year renewal option. There is a 3% review and cap every three (3) years.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Airport Advisory Board does not approve revenue agreement but did approve the ground lease agreement template.		
Andrew Muñoz Andrew Muñoz Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: BILL OF SALE W21, W21.		
Responsibilities upon Approval:		

--

BILL OF SALE

TERRY BARBEE d/b/a WTB TRADING COMPANY (the "Seller"), in consideration of the sum of THREE THOUSAND AND NO/100 (\$3,000.00) DOLLARS in hand paid by DEBORA KAY REILEY (the "Purchaser"), the receipt and sufficiency of which is hereby acknowledged, does hereby release, transfer, bargain, sell and convey unto Purchaser, its successors and assigns, all of Seller's interest in and to the improvements located in Hanger W21, in the Weslaco Mid Valley Airport as such is defined in that certain Lease Agreement dated October 1, 2017, by and between the City of Weslaco, Hidalgo County, Texas as "Lessor" and Seller as "Lessee".

Seller does hereby warrant that all such property is free and clear of all liens and encumbrances. Seller does hereby covenant with Purchaser that Seller has good right to sell, transfer, convey and assign all of its right, title and interest in the same to Purchaser.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale this 6 day of February, 2018.

SELLER:

Terry Barbee
TERRY BARBEE d/b/a WTB TRADING COMPANY

2-6-18
Date

PURCHASER:

D. Reiley
DEBORA KAY REILEY

2-6-18
Date

Lease Agreement

STATE OF TEXAS)
CITY OF WESLACO) **KNOW ALL PERSONS BY THESE PRESENTS:**
HIDALGO COUNTY)

This lease is entered into this _____ day of _____, 2018, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Debora Kay Reiley, hereinafter referred to as "Lessee" who covenant and agree as follows:

WHEREAS, Lessor owns and operates the Airport and all grounds within the area designated as the Weslaco Mid Valley Airport for aeronautical and non-aeronautical purposes to include landings, takeoffs, storage of aircraft and sales of fuel; and

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land/hangar/building/office as stated herein;

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately 2,392 sq. ft. (W21) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.
- B) Premises shall be designated as W21, measuring 52 feet x 46 feet as described in Exhibit A.

Section 2. Term

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

DR
Lessee Initials

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

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of **\$ 598.00**. The first year's payment is to be made on the 1st day of October. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor at three (3) year intervals throughout the term of the lease and prior to any extensions granted. Any adjustment to the lease payment shall be based on the U.S. Department of Commerce's Consumer Price Index (CPI). The adjusted lease fee shall be calculated on the third (3rd) year anniversary of this lease and recalculated at subsequent three (3) year intervals. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next three-year anniversary. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Building/Office shall not be decreased, but shall remain at the same level as was charged during the preceding three (3) year period.

B) All lease payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.

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

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

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

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

Section 4. Use of Lease Premises

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

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

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

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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

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

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

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

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

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

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

Section 10. Exclusions

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

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

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

DR
Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Debora Kay Reiley
Address: 14729 Hughes Road
Harlingen, TX 78552

DR
Lessee Initials

D) Either Lessor or Lessee may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION,

DR
Lessee Initials

PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

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

DR

Lessee Initials

against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.

EXECUTED this _____ day of _____, 2018.

City of Weslaco, Hidalgo County, Texas

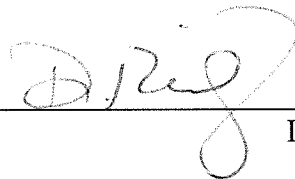
Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary

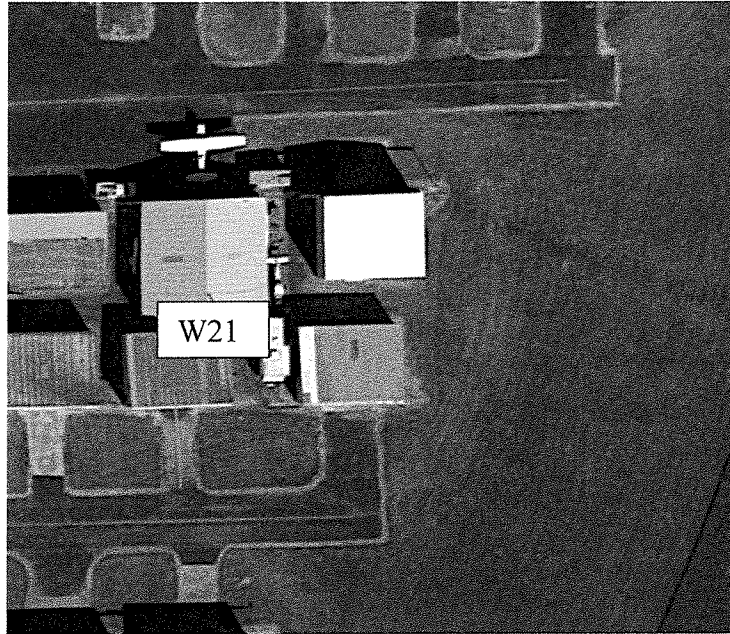


Lessee


Lessee Initials

“EXHIBIT A”

HANGAR W21
52' x 46'





06-Equitable Sharing

512-Police

BUDGET AMENDMENT #

January 24, 2018

<u>FUND</u>	<u>G/L ACCT #</u>	<u>DESCRIPTIONS</u>	<u>CURRENT BUDGET</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>REVISED BUDGET</u>
6	30055200	Fund Balance			30,000	(30,000)
6	512-4010	Capital Outlay	2,000	30,000		32,000
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
			\$ 2,000	\$ 30,000	\$ 30,000	\$ 2,000

(Round up all amounts to the nearest dollar)

Justification:

Funds transferred from Asset Forfeiture

To allocate the overage for the Nine (9)

Units being purchased at Caldwell Country Ford
using General Fund 01-512-4010

Department Head Approval

Date _____

Finance Director

Date _____

City Manager

Date _____

CALDWELL COUNTRY FORD

DBA ROCKDALE COUNTRY FORD

BUYBOARD BID 521-16

End User: CITY OF WESLACOCaldwell Rep: AARON WILEY

Contact: _____

Phone/fax: 254-773-8824 / 254-773-8802

Phone/email: _____

Date: Monday, January 22, 2018Product Description: FORD PI UTILITYemail: aaron@caldwellcountry.comA. Bid Series: 124A. Base Price: \$ 26,863.00**B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2018 PI UTILITY	\$ (350.00)	86P	FRONT HEADLAMP HOUSING	\$ 112.00
	3.7L FFV V6; 6-SPD AUTOMATIC	INCL	86T	REAR TAILLIGHT HOUSING	\$ 57.00
	A/C & HEAT; AM/FM/CD	INCL	60A	GRILL WIRING PACKAGE	\$ 47.00
	CRUISE ; RUBBER FLOOR	INCL	51R	DRIVER SIDE LED SPOT LIGHT	\$ 375.00
	POWER WINDOWS AND LOCKS	INCL	87R	REVERSE CAMERA IN MIRROR	\$ -
	CLOTH BUCKETS FRONT	INCL	43D	COURTESY LAMP DISABLED	\$ 19.00
	VINYL 2ND ROW SEAT	INCL	55F	KEYLESS ENTRY 4 KEYS & FOBS	\$ 323.00
	REVERSE CAMERA	INCL	17A	AUX REAR A/C & HEAT	\$ -
	4 KEYS	INCL			
			26338	FLEET SAFETY	\$ 25,035.67
				SEE ATTACHED QUOTE	

Total of B. Published Options: \$ 25,618.67**C. Unpublished Options [Itemize each below, not to exceed 25%]**

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		WHITE	COLOR
		ESTIMATED 90-120 DAYS TO FLEET	DELIVERY
		SAFETY	

Total of C. Unpublished Options: \$ -

D. Pre-delivery Inspection:

\$ -

E. Texas State Inspection:

\$ -

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment: _____

\$ -J. Additional Delivery Charge: 0 miles\$ 300.00

K. Subtotal:

\$ 52,781.67L. Quantity Ordered 9 x K =\$ 475,035.03

M. Trade in: _____

N. BUYBOARD FEE PER PURCHASE ORDER:

\$ 400.00

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE:

\$ 475,435.03



Phone: 800.695.2919

Fax: 800.211.5454

Email:

info@buyboard.com

[Administration](#)

[RFQ](#)

[Reports](#)

[Shopping Cart](#)

Welcome **Jennifer** [[Help](#) [Log Off](#)]

Vendor Contract Information

[Back](#)

Searches:

[Search by Vendor](#)

[Browse Contracts](#)

Search:

- ☒ All
☐ Vendor Discounts Only
☐ Catalog Pricing Only

Refine Your Search:

[Vendors](#)

Caldwell Country Ford DBA
Rockdale Country Ford[X]

[Price Range](#)

Show all prices

[Category](#)

None Selected

[Contract](#)

Vehicles, Heavy Duty Trucks, Police
Motorcycles, Parts, and Service
Labor[X]

Vendor Name: Caldwell Country Ford DBA Rockdale Country Ford

Address: PO Box 72

Rockdale, TX 76567

Phone Number: (254) 773-8824

Email: mwiley@caldwellcountry.com

Website: <http://www.rockdalecountryford.com>

Federal ID: 27-3037856

Contact: Michael Wiley and Aaron Wiley

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR: Yes

Contract Name: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

Contract Description: Compact, mid-size and full size sedans; crossovers; sport utility SUVs; midsize, full-size & heavy duty pickups; passenger & cargo vans; law enforcement vehicles & motorcycle; cab chassis trucks; heavy duty trucks & tractors; program vehicles; repair parts/service

Contract#: 521-16

Effective Date: 12/01/2016

Expiration Date: 11/30/2019

Service Fee: Vehicles purchase orders are subject to a \$400 service fee

Payment Terms: Net 30 days

Delivery Days: 120

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Contract Exceptions: The term "program vehicle" refers to a factory owned vehicle that has been used for demonstration and test drive purposes throughout the year the vehicle was released and is considered a used vehicle. Program vehicles do not maintain the Manufacturers Certificate Origin (MCO) as that only applies new vehicles. Program vehicles also include vehicles purchased from car rental agencies, again considered used vehicles, and are usually one or more years old lease returns with a years' worth of mileage (maximum of 25,000 miles).

Additional Info: NOTE: As per the specifications for BuyBoard Proposal 521-16, and except for delivery fees explained below, all vehicle fees (i.e. pre-deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract included in the awarded vehicle base price(s). Vehicle fees not included in the base price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a vehicle fee and is not included in the base pricing. Only those vendors whose awarded pricing is stated on the BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information has been communicated to Cooperative members. EDGAR Vendor Certification Form (relating CFR Part 200 & Appendix II) is included in the Vendor response document, and can be found under the Vendor Proposal File link near the bottom of the page. Vendor Certification form regarding Texas HB 89 and Texas SB 252 can be found under the "Vendor Proposal Files Document" link below.

Quote Reference Number: 521-16

Return Policy: Negotiable

[Additional Resources](#)

**Fleet Safety Equipment, Inc.**

6525 Goforth St.
Houston, TX 77021
713-228-8900 Fax 713-842-3045

Quote

Date	Estimate #
1/24/2018	26338

Name / Address
Caldwell Country Chevrolet P.O. Box 27 Caldwell, TX 77836 AP 979-567-6152

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description
9	VALR44S-TX1	2016 FORD EXPLORER Valor 44" Texas Special with Hook Mounting Kit and Interface Module SIREN SPEAKER AND BRACKET MOUNTING KIT
9	FHL-CHG	Flasher, Headlight, 2006-newer, Dodge Charger and Dodge Durango
9	FHL-TAIL	Flasher, Taillight, universal applications, 18" wire leads
18	MPS652-BR	MICROPULSE DUAL COLOR RED/BLUE **HEAD LIGHT**
18	MPSW9-RB	MICROPULSE WIDE ANGLE 9, DUAL-COLOR SURFACE MOUNT, 12 VDC
9	MPSMW9-FPIU13MIR	PAIR OF SIDE MIRROR BRACKET FOR 2015 FORD INTERCEPTOR UTILITY ,EACH HOLD A SINGLE MPSW9 LIGHT ****UNDERNEIGHT THE MIRROR**
54	MPS1220U-BR	MicroPulse Ultra 12, Dual-Color Surface Mount, 12-24 VDC, 24-LED lighthouse, Blue/Red
9	MPSM12-LB	Generic L-bracket for (1) MPS1200 light ** REAR SIDE WINDOW AND LICENSCE PLATE AREA**
36	MPS620U-BR	MicroPulse Ultra 6, Dual Color Surface mount, 12-24 VDC, 12-LED lighthouse Blue/Red
9	MPSM6-FPIURS	FORD INTERCEPTOR SUV SPOILER BRACKET KIT **REAR HATCH WINDOW AND LIFT GATE**

This Quote is Good for 30 Days			Subtotal
			Sales Tax (8.25%)
			Total
Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	houston@fleetsafety.com	www.fleetsafety.com



Fleet Safety Equipment, Inc.

6525 Goforth St.
Houston, TX 77021
713-228-8900 Fax 713-842-3045

Quote

Date	Estimate #
1/24/2018	26338

Name / Address
Caldwell Country Chevrolet P.O. Box 27 Caldwell, TX 77836 AP 979-567-6152

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description
9	PBX-05	FEDERAL SIGNAL FORD FPIU CENTER PUSH BUMPER
9	PBX-TC4L-3	FEDERAL SIGNAL Four-light Top Channel for Interceptor Utility, Sedan, and Charger Pursuit bumpers, use with FOUR MPS600, MPS600U, or MPS620U lights ONLY
18	MPS620U-RW	MicroPulse Ultra 6, Dual Color Surface mount, 12-24 VDC, 12-LED lighthouse Red/White
18	MPS620-BW	MicroPulse 620 Ultra 12 LED Dual Color lighthouse /6 Blue/6 White **PUSH BUMPER WITH LIGHTS**
18	416900-RB	12- LED, CORNER, SPLI RED/BLUE BY FEDERAL SIGNAL **SIDE OF THE PUSH BUMPER**
9	C-MC	HAVIS CONSOLE
18	C-MCB	CONSOLE MIC CLIP
9	C-LP-3	MIC CLIP BRACKETS
9	C-CUP2-I	2' PLATE WITH THREE 12 VDC LIGHTER OUTLETS
9	C-ARM-103	CON, ACSY, CUPHLDR, IM, 4MS, DUAL,
9	C-VS-1308-INUT	CON, ACSY, ARM, EM, LPD, FLP, H-ADJT, Armrest for top mount, console, large pad
9	CG-X	2013 Ford Interceptor Utility Police Vehicle Specific 21" Console
9	SP47BS13	CHRGGRD, UNV, CNTRLMDL, CAGE PAIR 20: 14 GAUGE STEEL EXTENSION PANELS FOR USE WITH RP47UIN13 RECESSED PANEL

This Quote is Good for 30 Days

Subtotal

Sales Tax (8.25%)

Total

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	houston@fleetsafety.com	www.fleetsafety.com



Fleet Safety Equipment, Inc.

6525 Goforth St.
Houston, TX 77021
713-228-8900 Fax 713-842-3045

Quote

Date	Estimate #
1/24/2018	26338

Name / Address
Caldwell Country Chevrolet P.O. Box 27 Caldwell, TX 77836 AP 979-567-6152

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description
9	RP47UNIT13	Recessed Panel (Space saver)
9	G4906U	VERT BUCKET SEAT MOUNT THAT ATTACHES TO PARTITION - **UNIVERSAL LOCK
9	P4704UIN13A	CENTER SLIDING PARTITION FOR 2013+ FORD EXPLORER INTERCEPTOR
9	PTPSS01	FORD UTILITY-POLYMER SEATS.OS BELTS,REAR STEEL PARTITION
9	PTDP01	Pair of Ford Utility Door Panels
9	PTWGS01	Pair of Ford Utility Polymer Window Guards
9	200-0808-00	RADAR Dual Stalker Radar
9	weslaco decals 12-11-12	DECALS weslaco explorer decals
9	4RE-WRL-KIT-O5G	CAMERA 4RE In-Car 802.11n Wireless Kit, 5GHz(2.4 GHz is available)
9	4RE-200-GPS-ZSL	In Car System w/GPS, High Def zero sightline forward facing, infrared color cabin, DVR, 200GB Hard Drive, Cabin Mic, 900 MHz
9	KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License
9	Labor	Key LABOR INCLUDING CAMERA AND DECALS

This Quote is Good for 30 Days

Subtotal

Sales Tax (8.25%)

Total

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	houston@fleetsafety.com	www.fleetsafety.com



Fleet Safety Equipment, Inc.

6525 Goforth St.
Houston, TX 77021
713-228-8900 Fax 713-842-3045

Quote

Date	Estimate #
1/24/2018	26338

Name / Address
Caldwell Country Chevrolet P.O. Box 27 Caldwell, TX 77836 AP 979-567-6152

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description
9	FZ-G1 Mk3	HAS REPLACED THE FZ-G1 Mk1 - FZ-G1P2146KM: Windows 7 Professional (with Win 10 Pro COA), Intel Core i5- 6300U 2.40GHz, 10.1" WUXGA Gloved Multi Touch+ Digitizer LCD, 256GB Solid State Drive, 8GB, Wi- Fi, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:GPS), 4G LTE Multi Carrier modem (EM7355), Rotating Hand Strap, Tall Corner Guards, Camera, Webcam, Bridge Battery, TPM1.2, 3 Year Panasonic Warranty
9	PRO-KB-102	KYBRD, IKEY, IP67,
9	FZ-WMSG111R	Retrofit Magnetic Stripe for FZ-G1
9	FZ-SVCTPNF5Y	Protection Plus - Toughpad PC w/ 2 Years XW (Years 1,2,3,4 & 5)
9	ds-pan-702-2	TOUGHBOOK CERTIFIED DOCKING STATION FOR PANASONIC TOUGHPAD G1 TABLETS W POWER SUPPLY, DUAL HIGHGAIN
9	C-DMM-123	DEVMT, MNTR, DSH, SO, INUT, 2013
9	C-MM-201	Device Mount, Monitor, Adapter, VESA Video Electronics Standard Assoc, Kit
9	C-MM-301	Bracket, Adapter, Device Mount, Kit, See Specification
9	PKG-FAM-104	Flex Arm package including flex arm and mount for 2013-2016 Ford Interceptor Utility
9	C-FAM-301	Flex Arm mount Interface kit
9	SS0002	SafeStop Module for 2012 Ford Interceptor Sedan and SUV
9	* De-Install *S & H - E8	REMOVAL OF EQUIPMENT AND HARDWARE For 2012 Tahoe Shipping and Handling
		BUY BOARD 524-17

This Quote is Good for 30 Days			Subtotal
			Sales Tax (8.25%)
			Total
Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	houston@fleetsafety.com	www.fleetsafety.com

**Fleet Safety Equipment, Inc.**

6525 Goforth St.
Houston, TX 77021
713-228-8900 Fax 713-842-3045

Quote

Date	Estimate #
1/24/2018	26338

Name / Address
Caldwell Country Chevrolet P.O. Box 27 Caldwell, TX 77836 AP 979-567-6152

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description
		C-EB30-CH7-1P- M7300 C-EB40-CCS-1P- CCSRN3

This Quote is Good for 30 Days			Subtotal	\$225,321.01
			Sales Tax (8.25%)	\$0.00
			Total	\$225,321.01
Phone #	Fax #	E-mail	Web Site	
866-829-8900	713-842-3045	houston@fleetsafety.com	www.fleetsafety.com	



Phone: 800.695.2919
Fax: 800.211.5454
Email:
info@buyboard.com

[Administration](#)[RFQ](#)[Reports](#)[Shopping Cart](#)

Welcome **Jennifer** [
[Help](#) [Log Off](#)]

Vendor Contract Information

[Back](#)

Searches:

[Search by Vendor](#)[Browse Contracts](#)

Search:

- ☒ All
☐ Vendor Discounts Only
☐ Catalog Pricing Only

Refine Your Search:

[Vendors](#)

Fleet Safety Equipment, inc.[X]

[Price Range](#)

Show all prices

[Category](#)

None Selected

[Contract](#)

Public Safety and Firehouse
Supplies and Equipment[X]**Vendor Name:** Fleet Safety Equipment, inc.**Address:** 6525 Goforth St.

Houston, TX 77021

Phone Number: (901) 384-7777**Email:** darrin@fleetsafety.com**Website:** <http://www.fleetsafety.com/fleet-safety-bb-pricing/>**Federal ID:** 62-1172177**Contact:** Darrin Hope**Accepts RFQs:** Yes**Minority Owned:** No**Women Owned:** No**Service-Disabled Veteran Owned:** No**EDGAR:** Yes**Contract Name:** Public Safety and Firehouse Supplies and Equipment**Contract Description:** Full line of law enforcement and fire fighting supplies, equipment, & uniforms; firearms; ammunition; riot/body armor; vehicle equipment, light bars, sirens, speakers; thermal imag bike patrol; drug testing; speed enforcement; traffic signal equipment; breathing apparatus detection devices; fire hose/nozzles; fire extinguishers and foam; traffic pre-emption equi portable lighting equipment, service/repair & installation**Contract#:** 524-17**Effective Date:** 04/01/2017**Expiration Date:** 03/31/2020**Payment Terms:** Net 30 days**Delivery Days:** 45**Shipping Terms:** Pre-paid and added to invoice**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Region Served:** All Texas Regions**States Served:** All States**Additional Info:** EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) is included in Vendor response document, and can be found in the Vendor Proposal File link near the bo of the page.**Quote Reference Number:** 524-17**Return Policy:** Case by case basis

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)**Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)**Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)**Proposal Files:** [Click to view Vendor Proposal Files Documents](#)

Contact us 800.695.2919



Standardized Agenda Request Form

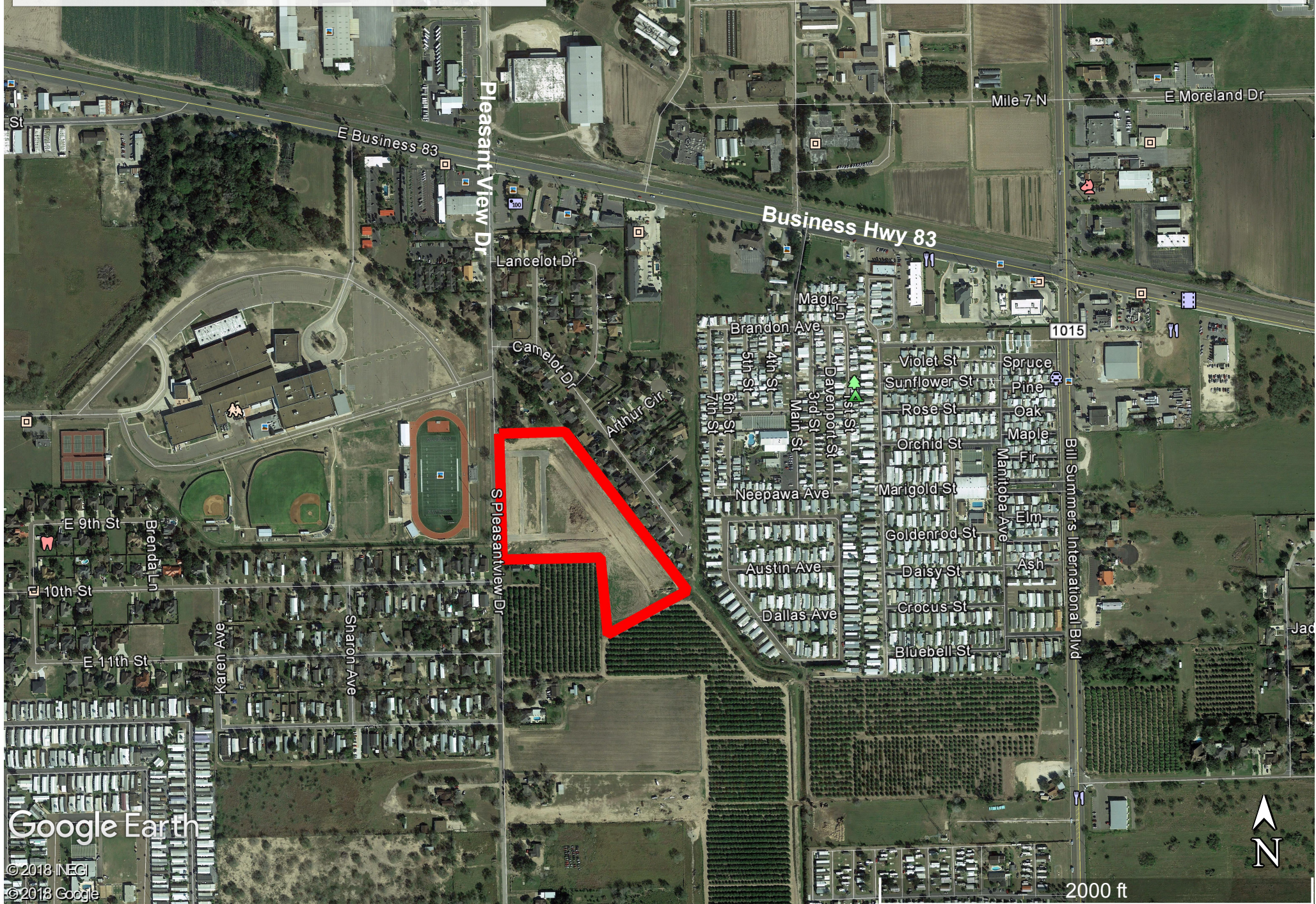
Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1534
From: Mardoqueo Hinojosa		
Subject: Approval of the 6-month extension for Pleasant View Village Subdivision, being a 8.55 acres tract out of Farm Tract 709, Block 136, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located along the East right-of-way of Pleasant Village Drive and about 1250 feet South of the U.S. Business Highway 83. (Staffed by the Planning and Code Enforcement Department.)		
Background: The applicant is requesting a 6-month extension for Pleasant View Village Subdivision. Project has been delayed, as sanitary sewer line leading to lift station 27 has not been completed. Owner is looking to complete the sewer line task in the next 2-3 months.		
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):		
Minda Hernandez Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Pleasantview Villages		
Responsibilities upon Approval: Staff recommends approval.		

Pleasant View Village Subdivision

Six Month Extension of the Final Plat

Legend

 Holiday Inn Express Hotel & Suites Weslaco





Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1557	
From:			
Subject: Authorization to place a banner across Texas Boulevard and across Westgate Avenue on behalf of the Weslaco Independent School District to promote Pre-K enrollment mid-March through mid-April and mid-July through mid-August 2018 and authorize the Mayor to execute any related documents that may be required by the Texas Department of Transportation. (Requested by Weslaco independent School District.)			
Background: Verbal request by Laurie Cardenas at WISD; formal letter forthcoming			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Weslaco Police Department Racial Profiling Report 2017



TABLE OF CONTENTS

1. MISSION STATEMENT
2. RACIAL PROFILING REQUIREMENTS
3. DEMOGRAPHICS OF THE CITY OF WESLACO
4. POLICY 303 MOBILE AUDIO VIDEO
5. POLICY 313 RACIAL OR BIASED BASED PROFILING
6. POLICY 900 STANDARDS OF CONDUCT
7. ARTICLE 29 OF THE CITY OF WESLACO/WESLACO MUNICIPAL POLICE UNION LABOR AGREEMENT
8. TIER 1 DATA REPORT
9. OFFICER CONTACT STATISTICAL DATA
10. ETHNIC BACKGROUND REPORT
11. SWORN POLICE OFFICERS

Report Generated/Prepared by:
Capt. T. Coronado

“The mission statement of the Weslaco Police Department is to ensure the safety and protection of both property and person of all citizens in our community. Regulate and control the flow of traffic in order to facilitate the movement of persons and goods within our city and to reduce the impact of crime on the citizens of our community. This will be accomplished through fair and ethical investigations, apprehensions and adjustments of persons involved in criminal offenses.”



2017

WESLACO POLICE DEPARTMENT RACIAL PROFILING REPORT 2017

The Weslaco Police Department, in accordance with the Texas Racial Profiling Law (Article 2.132 Code of Criminal Procedure), has been collecting police contact data to comply with the law. Throughout the past year, the police department has striven to ensure that the numbers reported, via citations, field contact cards and arrests were as accurate as possible. The information reported herein only applies to what is referred to as "Tier 1" data (stops that resulted in citation or arrest).

A. Requirements

The following requirements must be met by all law enforcement agencies in the State of

Texas:

1. Clearly define acts constituting racial profiling.
2. Statement prohibiting any peace officer employed by the Weslaco Police Department from engaging in racial profiling.
3. Implement a process by which an individual may file a complaint with the Weslaco Police Department and provide public education relating to the agency's compliment and complaint process.
4. Implement disciplinary guidelines for officers found in violation of the

Texas

Racial Profiling Law.

5. Collect Tier 1 data that includes information on:
 - a. Race and ethnicity of individual detained
 - b. Was the race or ethnicity known by the officer before detaining the individual
 - c. Was a search conducted?
 - d. Was the search consented or was it a probable cause search, if conducted?
 - d. Did a custody arrest result in citation?
 6. Produce an annual report on police contacts (Tier 1) and present this to the local governing body by March 1, 2018.
 7. Adopt a policy, if video/audio equipment is installed, on standards for the reviewing video and audio documentation.
-

B. Standards

Inside this report, the reader will find that the Weslaco Police Department met all the requirements stated by Article 2.132 of the Texas Code of Criminal Procedure.

The Department has Policy 313 Racial or Biased Based Profiling, which addresses the Racial Profiling issues.

The Department has a current Collective Bargaining Labor Agreement (term of contract; October 1, 2017 – October 1, 2019). CBA Article 29 governs the procedures for investigating a complaint filed against an officer.

The Department has Policy 303 Mobile Audio Video, which outlines the use of the mobile video equipment mounted in patrol vehicles.

The collection process used for this report was compromised of traffic citations, field contact cards, and traffic related arrest reports. The race, ethnicity or an individual that was stopped and whether a search was conducted. This information was gathered over the time period of January 1, 2017 through December 31, 2017. This information is categorized as Tier 1 data report.

C. Education

1. Departmental Personnel

- a. All members of the Weslaco Police Department have met the requirements set out by the Commission of Law Enforcement. Requirements stipulated that all officers must attend a Racial Profiling Class.
- b. As part of the mandated training required by T.C.O.L.E; officers of the Weslaco Police Department are required to attend Cultural Diversity classes every two (2) years of a training cycle. This course of study includes sections on Racial Profiling.

2. Public Awareness

- a. The Weslaco Police Department, through Community Policing (P.A.R.S), conducts public awareness/education programs which include the complaint process utilized by the department.

3. Complaint History

- a. Since the adaptation of Article 2.131 of the CCP (Racial Profiling Prohibited), the Weslaco Police Department has not received any verifiable complaints regarding racial profiling.
-

Demographics

The City of Weslaco is located on the Eastern edge of Hidalgo County, centered between McAllen to the West, Harlingen to the East and is seven (7) miles North of the Mexican border city of Nuevo Progreso.

The city compromises approximately 14.72 square miles of landmass.

A. Population

The information utilized in this section was obtained from the U.S Census Bureau, Census of 2010. This Census indicated a total population of 35,670.

The current Census breakdown for the City of Weslaco is as follows:

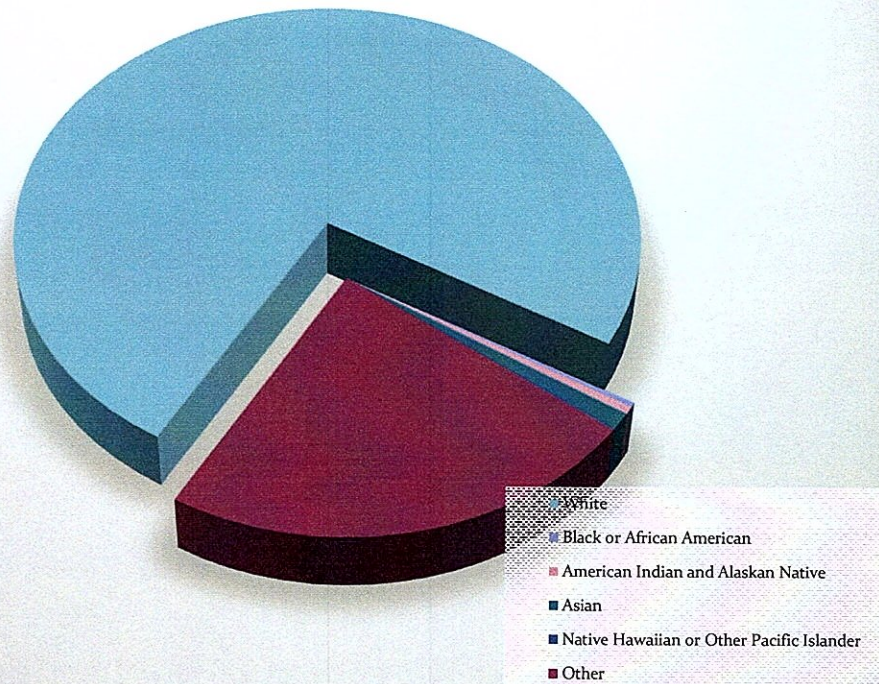
RACE		
One race	26,345	97.8
White	20,179	74.9
Black or African American	72	0.3
American Indian and Alaska Native	133	0.5
Asian	308	1.1
Asian Indian	49	0.2
Chinese	30	0.1
Filipino	183	0.7
Japanese	5	0.0
Korean	9	0.0
Vietnamese	14	0.1
Other Asian [1]	18	0.1
Native Hawaiian and Other Pacific Islander	15	0.1
Native Hawaiian	13	0.0
Guamanian or Chamorro	0	0.0
Samoan	2	0.0
Other Pacific Islander [2]	0	0.0
Some other race	5,638	20.9
Two or more races	590	2.2

HISPANIC OR LATINO AND RACE		
Total population	26,935	100.0
Hispanic or Latino (of any race)	22,560	83.8
Mexican	18,157	67.4
Puerto Rican	47	0.2
Cuban	4	0.0
Other Hispanic or Latino	4,352	16.2
Not Hispanic or Latino	4,375	16.2
White alone	3,961	14.7

DEMOGRAPHICS

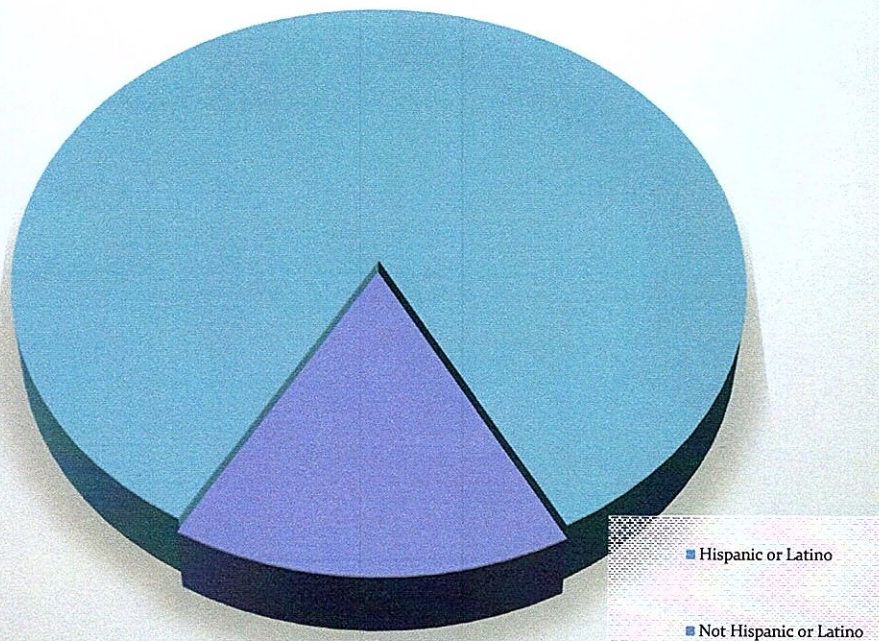
Race	Percent
White	74.90%
Black or African American	0.30%
American Indian and Alaskan Native	0.50%
Asian	1.10%
Native Hawaiian or Other Pacific Islander	0.10%
Other	23.10%

RACE



Race	Percent
Hispanic or Latino	83.80%
Not Hispanic or Latino	16.20%

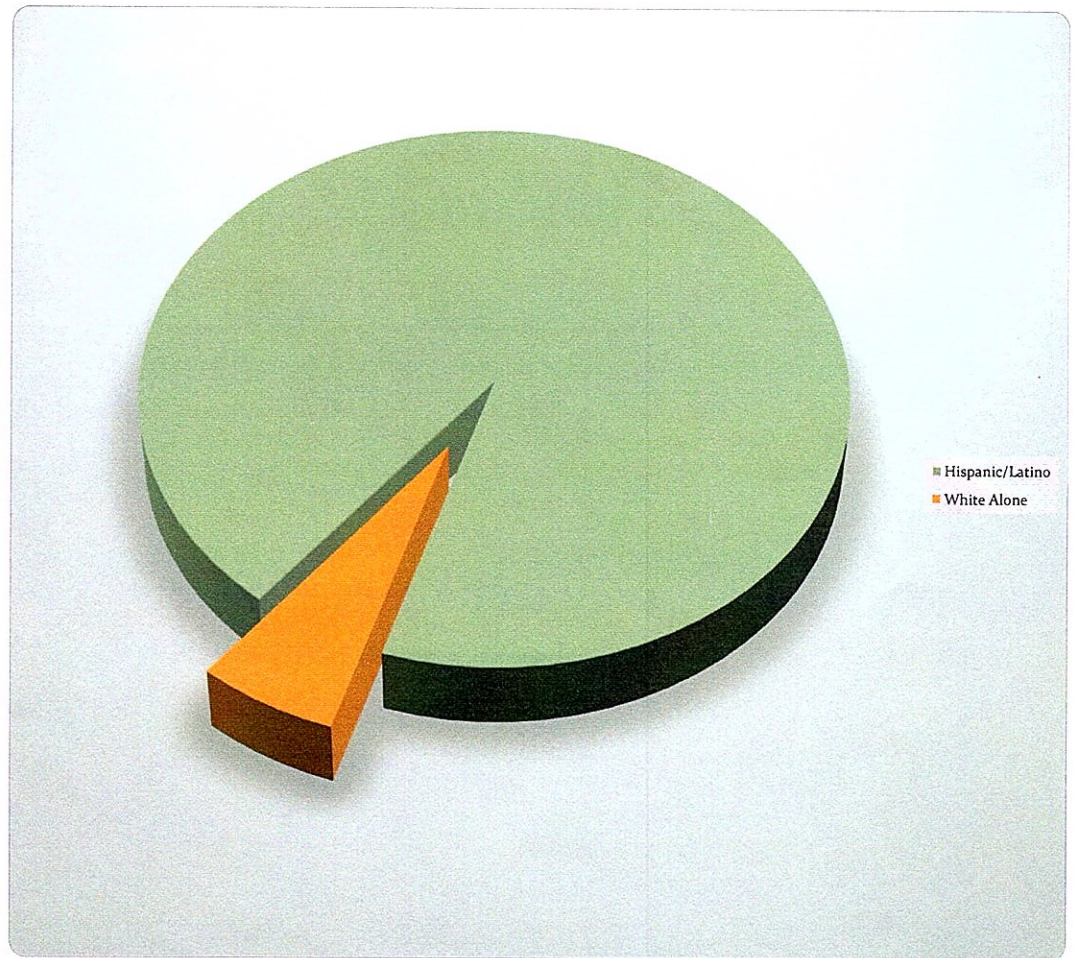
Hispanic or Latino and Race



Source: U.S. Census Bureau 2010 Summary File 1 - City of Weslaco, Texas

Demographics

Asset Type	Amount
Hispanic/Latino	94%
White Alone	6%



Weslaco Police Department Officer Racial Demographic

Weslaco Police Department
Policy 302
Mobil Audio Video

Mobile Audio Video

302.1 PURPOSE AND SCOPE

The Weslaco Police Department has equipped marked patrol cars with Mobile Audio and Video (MAV) recording systems to provide records of events and assist officers in the performance of their duties. This policy provides guidance on the use of these systems.

302.1.1 DEFINITIONS

Definitions related to this policy include:

Activate - Any process that causes the MAV system to transmit or store video or audio data in an active mode.

In-car camera system and Mobile Audio Video (MAV) system - Synonymous terms which refer to any system that captures audio and video signals, that is capable of installation in a vehicle, and that includes at minimum, a camera, microphone, recorder and monitor.

MAV technician - Personnel certified or trained in the operational use and repair of MAVs, duplicating methods, storage and retrieval methods and procedures, and who have a working knowledge of video forensics and evidentiary procedures.

Recorded media - Audio-video signals recorded or digitally stored on a storage device or portable media.

302.2 POLICY

It is the policy of the Weslaco Police Department to use mobile audio and video technology to more effectively fulfill the department's mission and to ensure these systems are used securely and efficiently.

302.3 OFFICER RESPONSIBILITIES

Prior to going into service, each officer will properly equip him/herself to record audio and video in the field. At the end of the shift, each officer will follow the established procedures for providing to the Department any recordings or used media and any other related equipment. Each officer should have adequate recording media for the entire duty assignment. In the event an officer works at a remote location and reports in only periodically, additional recording media may be issued. Only Weslaco Police Department- identified and labeled media with tracking numbers is to be used.

At the start of each shift, officers should test the MAV system to insure it is operational.

System documentation is accomplished by the officer recording his/her name, serial number, badge or PIN number and the current date and time at the start and again at the end of each shift. If the system is malfunctioning, the officer shall take the vehicle out of service unless a supervisor requests the vehicle remain in service.

Weslaco Police Department

Weslaco Police Department Policy Manual

Mobile Audio Video

302.4 ACTIVATION OF THE MAV

The MAV system is designed to turn on whenever the unit's emergency lights are activated. The system remains on until it is turned off manually. The audio portion is independently controlled and should be activated manually by the officer whenever appropriate. When audio is being recorded, the video will also record.

302.4.1 REQUIRED ACTIVATION OF MAV

This policy is not intended to describe every possible situation in which the MAV system may be used, although there are many situations where its use is appropriate. An officer may activate the system any time the officer believes its use would be appropriate and/or valuable to document an incident.

In some circumstances it is not possible to capture images of the incident due to conditions or the location of the camera. However, the audio portion can be valuable evidence and is subject to the same activation requirements as the MAV. The MAV system should be activated in any of the following situations:

- (a) All field contacts involving actual or potential criminal conduct, within video or audio range:
 - 1. Traffic stops (to include, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops)
 - 2. Priority responses
 - 3. Vehicle pursuits
 - 4. Suspicious vehicles
 - 5. Arrests
 - 6. Vehicle searches
 - 7. Physical or verbal confrontations or use of force
 - 8. Pedestrian checks
 - 9. DWI/DUI investigations including field sobriety tests
 - 10. Consensual encounters
 - 11. Crimes in progress
 - 12. Responding to an in-progress call
- (b) All self-initiated activity in which an officer would normally notify the Communications Center
- (c) Any call for service involving a crime where the recorder may aid in the apprehension and/or prosecution of a suspect:
 - 1. Family violence calls

Weslaco Police Department

Weslaco Police Department Policy Manual

Mobile Audio Video

2. Disturbance of peace calls
3. Offenses involving violence or weapons
- (d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording
- (e) Any other circumstance where the officer believes that a recording of an incident would be appropriate

302.4.2 CESSATION OF RECORDING

Once activated, the MAV system should remain on until the incident has concluded. For purposes of this section, conclusion of an incident has occurred when all arrests have been made, arrestees have been transported and all witnesses and victims have been interviewed. Recording may cease if an officer is simply waiting for a tow truck or a family member to arrive, or in other similar situations.

302.4.3 WHEN ACTIVATION IS NOT REQUIRED

Activation of the MAV system is not required when exchanging information with other officers or during breaks, lunch periods, when not in service or actively on patrol.

No member of this department may surreptitiously record a conversation of any other member of this department except with a court order or when lawfully authorized by the Chief of Police/City Marshal or the authorized designee for the purpose of conducting a criminal or administrative investigation.

302.4.4 SUPERVISOR RESPONSIBILITIES

Supervisors should determine if vehicles with non-functioning MAV systems should be placed into service. If these vehicles are placed into service, the appropriate documentation should be made, including notification of the Communications Center.

At reasonable intervals, supervisors should validate that:

- (a) Beginning and end-of-shift recording procedures are followed.
- (b) Logs reflect the proper chain of custody, including:
 1. The tracking number of the MAV system media.
 2. The date it was issued.
 3. The law enforcement operator or the vehicle to which it was issued.
 4. The date it was submitted.
 5. Law enforcement operators submitting the media.
 6. Holds for evidence indication and tagging as required.

Weslaco Police Department

Weslaco Police Department Policy Manual

Mobile Audio Video

- (c) The operation of MAV systems by new employees is assessed and reviewed no less than biweekly.

When an incident arises that requires the immediate retrieval of the recorded media (e.g., serious crime scenes, officer-involved shootings, department-involved collisions), a supervisor shall respond to the scene and ensure that the appropriate supervisor, MAV technician or crime scene investigator properly retrieves the recorded media. The media may need to be treated as evidence and should be handled in accordance with current evidence procedures for recorded media.

Supervisors may activate the MAV system remotely to monitor a developing situation, such as a chase, riot or an event that may threaten public safety, officer safety or both, when the purpose is to obtain tactical information to assist in managing the event. Supervisors shall not remotely activate the MAV system for the purpose of monitoring the conversations or actions of an officer.

302.5 REVIEW OF MAV RECORDINGS

All recording media, recorded images and audio recordings are the property of the Department. Dissemination outside of the agency is strictly prohibited, except to the extent permitted or required by law.

To prevent damage to, or alteration of, the original recorded media, it shall not be copied, viewed or otherwise inserted into any device not approved by the department MAV technician or forensic media staff. When reasonably possible, a copy of the original media shall be used for viewing (unless otherwise directed by the courts) to preserve the original media.

Recordings may be reviewed in any of the following situations:

- (a) For use when preparing reports or statements
- (b) By a supervisor investigating a specific act of officer conduct
- (c) By a supervisor to assess officer performance
- (d) To assess proper functioning of MAV systems
- (e) By a department investigator who is participating in an official investigation, such as a personnel complaint, administrative inquiry or a criminal investigation
- (f) By department personnel who request to review recordings.
- (g) By an officer who is captured on or referenced in the video or audio data and reviews and uses such data for any purpose relating to his/her employment
- (h) By court personnel through proper process or with permission of the Chief of Police/City Marshal or the authorized designee
- (i) By the media through proper process or with permission of the Chief of Police/City Marshal or the authorized designee or in compliance with a Public Records Act request
- (j) To assess possible training value

Weslaco Police Department

Weslaco Police Department Policy Manual

Mobile Audio Video

- (k) Recordings may be shown for training purposes. If an involved officer objects to showing a recording, staff will determine if the training value outweighs the officer's objection.
- (l) By a supervisor during periodic reviews for compliance with racial profiling laws (Tex. Code of Crim. Pro. art. 2.132(d))

Employees desiring to view any previously uploaded or archived MAV recording should submit a request in writing to the Patrol Lieutenant. Approved requests should be forwarded to the MAV technician for processing.

In no event shall any recording be used or shown for the purpose of intentionally ridiculing or embarrassing any employee.

302.6 DOCUMENTING MAV USE

If any incident is recorded with either the video or audio system, the existence of that recording shall be documented in the officer's report. If a citation is issued, the officer shall make a notation on the back of the records copy of the citation indicating that the incident was recorded.

302.7 RECORDING MEDIA STORAGE AND INTEGRITY

Once submitted for storage, all recording media will be labeled and stored in a designated secure area. All recording media that is not booked as evidence will be retained as required by the established records retention schedule.

302.7.1 COPIES OF ORIGINAL RECORDING MEDIA

Original recording media shall not be used for any purpose other than for initial review by a supervisor. Upon proper request, a copy of the original recording media will be made for use as authorized in this policy.

Original recording media may only be released in response to a court order or upon approval by the Chief of Police/City Marshal or the authorized designee. In the event that an original recording is released to a court, a copy shall be made and placed in storage until the original is returned.

302.7.2 MAV RECORDINGS AS EVIDENCE

Officers who reasonably believe that a MAV recording is likely to contain evidence relevant to a criminal offense, potential claim against the officer, or against the Weslaco Police Department should indicate this in an appropriate report. Officers should ensure relevant recordings are preserved.

302.8 SYSTEM OPERATIONAL STANDARDS

- (a) MAV system vehicle installations should be based on officer safety requirements and the vehicle and device manufacturer's recommendations.
- (b) The MAV system should be configured to minimally record for 30 seconds prior to an event.

Weslaco Police Department

Weslaco Police Department Policy Manual

Mobile Audio Video

- (c) The MAV system may not be configured to record audio data occurring prior to activation.
- (d) Unless the transmitters being used are designed for synchronized use, only one transmitter, usually the primary initiating officer's transmitter, should be activated at a scene to minimize interference or noise from other MAV transmitters.
- (e) Officers using digital transmitters that are synchronized to their individual MAV shall activate both audio and video recordings when responding in a support capacity. This is to obtain additional perspectives of the incident scene.
- (f) With the exception of law enforcement radios or other emergency equipment, other electronic devices should not be used inside MAV-equipped law enforcement vehicles to minimize the possibility of causing electronic or noise interference with the MAV system.
- (g) Officers shall not erase, alter, reuse, modify or tamper with MAV recordings. Only a supervisor, MAV technician or other authorized designee may erase and reissue previous recordings and may only do so pursuant to the provisions of this policy.
- (h) To prevent damage, original recordings shall not be viewed on any equipment other than the equipment issued or authorized by the MAV technician.

302.9 MAV TECHNICIAN RESPONSIBILITIES

The MAV technician is responsible for:

- (a) Ordering, issuing, retrieving, storing, erasing and duplicating of all recorded media.
- (b) Collecting all completed media for oversight and verification of wireless downloaded media. Once collected, the MAV technician:
 - 1. Ensures it is stored in a secure location with authorized controlled access.
 - 2. Makes the appropriate entries in the chain of custody log.
- (c) Erasing of media:
 - 1. Pursuant to a court order.
 - 2. In accordance with established records retention policies, including reissuing all other media deemed to be of no evidentiary value.
- (d) Assigning all media an identification number prior to issuance to the field:
 - 1. Maintaining a record of issued media.
- (e) Ensuring that an adequate supply of recording media is available.
- (f) Managing the long-term storage of media that has been deemed to be of evidentiary value in accordance with the department evidence storage protocols and the records retention schedule.

Weslaco Police Department

Weslaco Police Department Policy Manual

Mobile Audio Video

302.10 TRAINING

All members who are authorized to use the MAV system shall successfully complete an approved course of instruction prior to its use.

Weslaco Police Department
Policy 313
Racial -or Biased Based
Profiling

Racial- or Bias-Based Profiling

313.1 PURPOSE AND SCOPE

This policy provides guidance to department members and establishes appropriate controls to ensure that employees of the Weslaco Police Department do not engage in racial- or bias-based profiling or violate any related laws while serving the community.

313.1.1 DEFINITIONS

Definitions related to this policy include:

Racial- or bias-based profiling - An inappropriate reliance on factors such as race, ethnicity, national origin, religion, sex, sexual orientation, economic status, age, cultural group, disability or affiliation with any other similar identifiable group as a factor in deciding whether to take law enforcement action or to provide service (Tex. Code of Crim. Pro. art. 3.05; Tex. Code of Crim. Pro. art. 2.132).

313.2 POLICY

The Weslaco Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly and without discrimination toward any individual or group.

Race, ethnicity or nationality, religion, sex, sexual orientation, economic status, age, cultural group, disability or affiliation with any other similar identifiable group shall not be used as the basis for providing differing levels of law enforcement service or the enforcement of the law (Tex. Code of Crim. Pro., art. 2.131).

313.3 RACIAL- OR BIAS-BASED PROFILING PROHIBITED

Racial- or bias-based profiling is strictly prohibited. However, nothing in this policy is intended to prohibit an officer from considering factors such as race or ethnicity in combination with other legitimate factors to establish reasonable suspicion or probable cause (e.g., suspect description is limited to a specific race or group).

313.4 MEMBER RESPONSIBILITY

Every member of this department shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any known instances of racial- or bias-based profiling to a supervisor.

313.4.1 REASON FOR DETENTION

Officers detaining a person shall be prepared to articulate sufficient reasonable suspicion to justify a detention, independent of the individual's membership in a protected class.

Weslaco Police Department

Weslaco Police Department Policy Manual

Racial- or Bias-Based Profiling

To the extent that written documentation would otherwise be completed (e.g., arrest report, Field Interview (FI) card), the involved officer should include those facts giving rise to the officer's reasonable suspicion or probable cause for the detention, as applicable.

Nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

313.4.2 REPORTING TRAFFIC STOPS

Any officer conducting an enforcement stop on any motor vehicle shall collect the following information relating to the stop (Tex. Code of Crim. Pro art. 2.132; Tex. Code of Crim. Pro. art. 2.133):

- (a) The location of the stop
- (b) The initial reason for the stop
- (c) The physical description of the driver, including:
 - 1. The person's gender
 - 2. The person's race or ethnicity as stated by the person or as best as can be determined by the officer
- (d) Whether the officer knew the race or ethnicity of the detained person before the stop
- (e) Whether a citation or a warning was issued as a result of the stop
- (f) Whether an arrest was made and, if so, for what offense
- (g) Whether the officer conducted a search and, if so, whether the search was based on consent, probable cause or reasonable suspicion, incident to arrest, contraband or evidence in plain view, the result of towing the vehicle for evidence or safekeeping or any other reason
- (h) Whether any contraband or evidence was discovered and whether it was in plain view
- (i) A description of any contraband or evidence located

313.5 SUPERVISOR RESPONSIBILITY

Supervisors shall monitor those individuals under their command for any behavior that may conflict with the purpose of this policy and shall handle any alleged or observed violation of this policy in accordance with the Personnel Complaints Policy.

- (a) Supervisors should discuss any issues with the involved officer and his/her supervisor in a timely manner.
- (b) In instances where officers record their public contacts, supervisors should periodically review the recordings to ensure compliance with racial profiling laws (Tex. Code Crim. Pro. art. 2.132(d)) and this policy.
 - 1. Supervisors should document these periodic reviews.

Weslaco Police Department
Weslaco Police Department Policy Manual

Racial- or Bias-Based Profiling

2. Recordings that capture a potential instance of racial- or bias-based profiling should be appropriately retained for administrative investigation purposes.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (d) Supervisors should ensure that no retaliatory action is taken against any member of this department who discloses information concerning racial- or bias-based profiling.

313.6 STATE REPORTING

The Chief of Police/City Marshal shall submit to the Texas Commission on Law Enforcement (TCOLE) and each governing body served by this agency an annual report of the information required in Tex. Code of Crim. Pro. art 2.132(b)(6).

Further, unless exempt under Tex. Code of Crim. Pro. art 2.135, prior to March 1 of each year, the Chief of Police/City Marshal shall provide to TCOLE and to each governing body served by this agency a report containing an analysis of the information required by Tex. Code of Crim. Pro. art 2.133 (Tex. Code of Crim. Pro. art 2.134).

These reports may not include identifying information about any officer who made a motor vehicle stop or about an individual who was stopped or arrested by any officer (Tex. Code of Crim. Pro. art. 2.132; Tex. Code of Crim. Pro. art 2.134).

313.7 ADMINISTRATION

Each year, the Patrol Captain shall review the efforts of the Department to prevent racial- or bias-based profiling and submit an overview, including public concerns and complaints, to the Chief of Police/City Marshal. This report should not contain any identifying information regarding any specific complaint, citizen or officers. It should be reviewed by the Chief of Police/City Marshal to identify any changes in training or operations that should be made to improve service.

Supervisors shall review the administrative overview report and the annual report submitted to TCLOSE and the governing body and discuss the results with those they are assigned to supervise.

313.8 TRAINING

All sworn members of this department will be scheduled to attend TCLEOSE-approved training on the subject of racial- and bias-based profiling.

Each member of this department undergoing initial TCLEOSE-approved training will thereafter be required to complete an approved refresher course every five years or sooner if deemed necessary, in order to keep current with changing racial issues and cultural trends.

Weslaco Police Department

Policy 900

Standards of Conduct

Standards of Conduct

900.1 PURPOSE AND SCOPE

This policy establishes standards of conduct that are consistent with the values and mission of the Weslaco Police Department and are expected of all department members. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions but they do identify many of the important matters concerning conduct. In addition to the provisions of this policy, members are subject to all other provisions contained in this manual, as well as any additional guidance on conduct that may be disseminated by this department or a member's supervisors.

900.2 POLICY

The continued employment or appointment of every member of the Weslaco Police Department shall be based on conduct that reasonably conforms to the guidelines set forth herein. Failure to meet the guidelines set forth in this policy, whether on- or off-duty, may be cause for disciplinary action.

900.3 DIRECTIVES AND ORDERS

Members shall comply with lawful directives and orders from any department supervisor or person in a position of authority, absent a reasonable and bona fide justification.

900.3.1 UNLAWFUL OR CONFLICTING ORDERS

Supervisors shall not knowingly issue orders or directives that, if carried out, would result in a violation of any law or department policy. Supervisors should not issue orders that conflict with any previous order without making reasonable clarification that the new order is intended to countermand the earlier order.

No member is required to obey any order that appears to be in direct conflict with any federal law, state law or local ordinance. Following a known unlawful order is not a defense and does not relieve the member from criminal or civil prosecution or administrative discipline. If the legality of an order is in doubt, the affected member shall ask the issuing supervisor to clarify the order or shall confer with a higher authority. The responsibility for refusal to obey rests with the member, who shall subsequently be required to justify the refusal.

Unless it would jeopardize the safety of any individual, members who are presented with a lawful order that is in conflict with a previous lawful order, department policy or other directive shall respectfully inform the issuing supervisor of the conflict. The issuing supervisor is responsible for either resolving the conflict or clarifying that the lawful order is intended to countermand the previous lawful order or directive, in which case the member is obliged to comply. Members who are compelled to follow a conflicting lawful order after having given the issuing supervisor the opportunity to correct the conflict, will not be held accountable for disobedience of the lawful order or directive that was initially issued.

Weslaco Police Department

Weslaco Police Department Policy Manual

Standards of Conduct

The person countermanding the original order shall notify, in writing, the person issuing the original order, indicating the action taken and the reason.

900.3.2 SUPERVISOR RESPONSIBILITIES

Supervisors and managers are required to follow all policies and procedures and may be subject to discipline for:

- (a) Failure to be reasonably aware of the performance of their subordinates or to provide appropriate guidance and control.
- (b) Failure to promptly and fully report any known misconduct of a member to his/her immediate supervisor or to document such misconduct appropriately or as required by policy.
- (c) Directing a subordinate to violate a policy or directive, acquiesce to such a violation, or are indifferent to any such violation by a subordinate.
- (d) The unequal or disparate exercise of authority on the part of a supervisor toward any member for malicious or other improper purpose.

900.4 GENERAL STANDARDS

Members shall conduct themselves, whether on- or off-duty, in accordance with the United States and Texas Constitutions and all applicable laws, ordinances and rules enacted or established pursuant to legal authority.

Members shall familiarize themselves with policies and procedures and are responsible for compliance with each. Members should seek clarification and guidance from supervisors in the event of any perceived ambiguity or uncertainty.

Discipline may be initiated for any good cause. It is not mandatory that a specific policy or rule violation be cited to sustain discipline. This policy is not intended to cover every possible type of misconduct.

900.5 CAUSES FOR DISCIPLINE

The following are illustrative of causes for disciplinary action. This list is not intended to cover every possible type of misconduct and does not preclude the recommendation of disciplinary action for violation of other rules, standards, ethics and specific action or inaction that is detrimental to efficient department service.

900.5.1 LAWS, RULES AND ORDERS

- (a) Violation of, or ordering or instructing a subordinate to violate any policy, procedure, rule, order, directive, requirement or failure to follow instructions contained in department or City manuals.
- (b) Disobedience of any legal directive or order issued by any department member of a higher rank.
- (c) Violation of federal, state, local or administrative laws, rules or regulations, including:

Weslaco Police Department

Weslaco Police Department Policy Manual

Standards of Conduct

1. Violation of one or more of the 10 general orders.
 - (a) Racial profiling (Tex. Code of Crim. Pro. art. 2.131).
 - (b) Acts of official oppression as defined in Tex. Penal Code § 39.03.

900.5.2 ETHICS

- (a) Using or disclosing one's status as a member of the Weslaco Police Department in any way that could reasonably be perceived as an attempt to gain influence or authority for non-department business or activity.
- (b) The wrongful or unlawful exercise of authority on the part of any member for malicious purpose, personal gain, willful deceit or any other improper purpose.
- (c) The receipt or acceptance of a reward, fee or gift from any person for service incident to the performance of the member's duties (lawful subpoena fees and authorized work permits excepted).
- (d) Acceptance of fees, gifts or money contrary to the rules of this department and/or laws of the state.
- (e) Offer or acceptance of a bribe or gratuity.
- (f) Misappropriation or misuse of public funds, property, personnel or services.
- (g) Any other failure to abide by the standards of ethical conduct.

900.5.3 DISCRIMINATION, OPPRESSION OR FAVORITISM

Discriminating against, oppressing or providing favoritism to any person because of age, race, color, creed, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, marital status, physical or mental disability, medical condition or other classification protected by law, or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power or immunity, knowing the conduct is unlawful (see generally Tex. Penal Code § 39.03).

900.5.4 RELATIONSHIPS

- (a) Unwelcome solicitation of a personal or sexual relationship while on-duty or through the use of one's official capacity.
- (b) Engaging in on-duty sexual activity including, but not limited to, sexual intercourse, excessive displays of public affection or other sexual contact.
- (c) Establishing or maintaining an inappropriate personal or financial relationship, as a result of an investigation, with a known victim, witness, suspect or defendant while a case is being investigated or prosecuted, or as a direct result of any official contact.
- (d) Associating with or joining a criminal gang, organized crime and/or criminal syndicate when the member knows or reasonably should know of the criminal nature of the organization. This includes any organization involved in a definable criminal activity or enterprise, except as specifically directed and authorized by this department.

Weslaco Police Department

Weslaco Police Department Policy Manual

Standards of Conduct

- (e) Associating on a personal, rather than official basis with persons who demonstrate recurring involvement in serious violations of state or federal laws after the member knows, or reasonably should know of such criminal activities, except as specifically directed and authorized by this department.

900.5.5 ATTENDANCE

- (a) Leaving the job to which the member is assigned during duty hours without reasonable excuse and proper permission and approval.
- (b) Unexcused or unauthorized absence or tardiness.
- (c) Excessive absenteeism or abuse of leave privileges.
- (d) Failure to report to work or to place of assignment at time specified and fully prepared to perform duties without reasonable excuse.

900.5.6 UNAUTHORIZED ACCESS, DISCLOSURE OR USE

- (a) Unauthorized and inappropriate intentional release of confidential or protected information, materials, data, forms or reports obtained as a result of the member's position with this department.
- (b) Disclosing to any unauthorized person any active investigation information.
- (c) The use of any information, photograph, video or other recording obtained or accessed as a result of employment or appointment to this department for personal or financial gain or without the express authorization of the Chief of Police/City Marshal or the authorized designee.
- (d) Loaning, selling, allowing unauthorized use, giving away or appropriating any Weslaco Police Department badge, uniform, identification card or department property for personal use, personal gain or any other improper or unauthorized use or purpose.
- (e) Using department resources in association with any portion of an independent civil action. These resources include, but are not limited to, personnel, vehicles, equipment and non-subpoenaed records.

900.5.7 EFFICIENCY

- (a) Neglect of duty.
- (b) Unsatisfactory work performance including, but not limited to, failure, incompetence, inefficiency or delay in performing and/or carrying out proper orders, work assignments or the instructions of supervisors without a reasonable and bona fide excuse.
- (c) Concealing, attempting to conceal, removing or destroying defective or incompetent work.
- (d) Unauthorized sleeping during on-duty time or assignments.
- (e) Failure to notify the Department within 24 hours of any change in residence address, contact telephone numbers or marital status.

Weslaco Police Department

Weslaco Police Department Policy Manual

Standards of Conduct

900.5.8 PERFORMANCE

- (a) Failure to disclose or misrepresenting material facts, or making any false or misleading statement on any application, examination form, or other official document, report or form, or during the course of any work related investigation.
- (b) The falsification of any work-related records, making misleading entries or statements with the intent to deceive or the willful and unauthorized removal, alteration, destruction and/or mutilation of any department record, public record, book, paper or document.
- (c) Failure to participate in, or giving false or misleading statements, or misrepresenting or omitting material information to a supervisor or other person in a position of authority, in connection with any investigation or in the reporting of any department related business.
- (d) Being untruthful or knowingly making false, misleading or malicious statements that are reasonably calculated to harm the reputation, authority or official standing of this department or its members.
- (e) Disparaging remarks or conduct concerning duly constituted authority to the extent that such conduct disrupts the efficiency of this department or subverts the good order, efficiency and discipline of this department or that would tend to discredit any of its members.
- (f) Unlawful gambling or unlawful betting at any time or any place. Legal gambling or betting under any of the following conditions:
 - 1. While on department premises.
 - 2. At any work site, while on-duty or while in uniform, or while using any department equipment or system.
 - 3. Gambling activity undertaken as part of an officer's official duties and with the express knowledge and permission of a direct supervisor is exempt from this prohibition.
- (g) Improper political activity including:
 - 1. Unauthorized attendance while on-duty at official legislative or political sessions.
 - 2. Solicitations, speeches or distribution of campaign literature for or against any political candidate or position while on-duty or on department property except as expressly authorized by City policy, the collective bargaining agreement, or the Chief of Police/City Marshal.
- (h) Engaging in political activities during assigned working hours except as expressly authorized by City policy, the collective bargaining agreement, or the Chief of Police/City Marshal.
- (i) Any act on- or off-duty that brings discredit to this department.

900.5.9 CONDUCT

- (a) Failure of any member to promptly and fully report activities on his/her part or the part of any other member where such activities resulted in contact with any other law

Weslaco Police Department

Weslaco Police Department Policy Manual

Standards of Conduct

enforcement agency or that may result in criminal prosecution or discipline under this policy.

- (b) Unreasonable and unwarranted force to a person encountered or a person under arrest.
- (c) Exceeding lawful peace officer powers by unreasonable, unlawful or excessive conduct (Tex. Penal Code § 39.03).
- (d) Unauthorized or unlawful fighting, threatening or attempting to inflict unlawful bodily harm on another.
- (e) Engaging in horseplay that reasonably could result in injury or property damage.
- (f) Discourteous, disrespectful or discriminatory treatment of any member of the public or any member of this department or the City.
- (g) Use of obscene, indecent, profane or derogatory language while on-duty or in uniform.
- (h) Criminal, dishonest, or disgraceful conduct, whether on- or off-duty, that adversely affects the member's relationship with this department.
- (i) Unauthorized possession of, loss of, or damage to department property or the property of others, or endangering it through carelessness or maliciousness.
- (j) Attempted or actual theft of department property; misappropriation or misuse of public funds, property, personnel or the services or property of others; unauthorized removal or possession of department property or the property of another person.
- (k) Activity that is incompatible with a member's conditions of employment or appointment as established by law or that violates a provision of any collective bargaining agreement to include fraud in securing the appointment or hire.
- (l) Initiating any civil action for recovery of any damages or injuries incurred in the course and scope of employment or appointment without first notifying the Chief of Police/ City Marshal of such action.
- (m) Any other on- or off-duty conduct which any member knows or reasonably should know is unbecoming a member of this department, is contrary to good order, efficiency or morale, or tends to reflect unfavorably upon this department or its members.

900.5.10 SAFETY

- (a) Failure to observe or violating department safety standards or safe working practices.
- (b) Failure to maintain current licenses or certifications required for the assignment or position (e.g., driver's license, first aid).
- (c) Failure to maintain good physical condition sufficient to adequately and safely perform law enforcement duties.
- (d) Unsafe firearm or other dangerous weapon handling to include loading or unloading firearms in an unsafe manner, either on- or off-duty.

Weslaco Police Department

Weslaco Police Department Policy Manual

Standards of Conduct

- (e) Carrying, while on the premises of the work place, any firearm or other lethal weapon that is not authorized by the member's appointing authority.
- (f) Unsafe or improper driving habits or actions in the course of employment or appointment.
- (g) Any personal action contributing to a preventable traffic collision.
- (h) Concealing or knowingly failing to report any on-the-job or work-related accident or injury as soon as practicable.

900.5.11 INTOXICANTS

- (a) Reporting for work or being at work while intoxicated or when the member's ability to perform assigned duties is impaired due to the use of alcohol, medication or drugs, whether legal, prescribed or illegal.
- (b) Possession or use of alcohol at any work site or while on-duty, except as authorized in the performance of an official assignment. A member who is authorized to consume alcohol is not permitted to do so to such a degree that it may impair on-duty performance.
- (c) Unauthorized possession, use of, or attempting to bring a controlled substance, illegal drug or non-prescribed medication to any work site.

900.6 DISCIPLINARY MATRIX

COLLECTIVE BARGAINING LABOR AGREEMENT
Between the
CITY OF WESLACO, TEXAS
And the
WESLACO MUNICIPAL POLICE UNION ("WMPU")

Term of Contract – 2 Years
October 1, 2017 through October 1, 2019

Article 29. Personnel Files & Disciplinary Records

Section 1. The maintenance of police office personnel files shall be governed by the provisions of 143.089 TLGC, except as otherwise provided for in this article. This includes both the civil service personnel file, maintained under 143.089 (a), as well as the departmental file, maintained under 143.089 (g), TLGC (the "g" file).

Section 2. The city shall make reasonable efforts to maintain the confidentiality of each police officer's civil service personnel file, as per 143.089 (f), TLGC. Upon receiving a request for information under Chapter 552 of the Texas Government Code or for production under a *subpoena duces tecum* for information contained in an employee's personnel file, the Civil Service Director shall cause notice of such request to be forwarded to the affected employee. The Civil Service Director shall also contact the CITY's legal counsel for the purpose of making reasonable efforts to maintain the confidentiality of the personnel file (the (a) file). Similarly, the Department Head shall make reasonable efforts to protect the confidentiality of any departmental personnel file (the (g) file).

Section 3. The Chief of Police retains sole and exclusive discretion regarding whether to file a written reprimand, counseling, or warning, in a police officer's personnel file, whether in the civil service personnel file (the (a) file) or the departmental personnel file (the (g) file), or both.

- A. A written reprimand filed with the civil service director shall be entitled to rebuttal in accordance with the provision of 143.089, TLGC.
- B. A written reprimand maintained only in the departmental (g) file may be rebutted within fifteen (15) days after notice or receipt of such a reprimand. Any such rebuttal shall be included in the department (g) file, but no further action by the Chief of Police or the City is required.
- C. A police officer may, upon reasonable request, inspect the departmental (g) file for the limited purpose of confirming the inclusion of any rebuttal letter tendered under subsection (B) above into the (g) file.

Section 4. Upon request by a police officer, the officer's disciplinary record in the civil service (a) file shall be purged into the departmental (g) file, in accordance with the following guidelines:

- A. Written evidence of counseling, warnings, and reprimands will be removed from the personnel file (the (a) file) following twelve (12) consecutive months of discipline-free service;
- B. Evidence of suspensions will be purged as follows:
 - 1) Evidence of suspension of 1 to 15 days after three (3) years of discipline-free service; and,
 - 2) Suspension of 16 to 30 days after five (5) years of discipline free service (suspensions of 16 to 30 days necessarily by agreement under 143.052 (g), TLGC).

Section 5. Provided, however, that up to two (2) written counseling, warnings, or reprimands, which occur within one (1) year from the three (3) or five (5) year expiration date of any suspension purging period shall not operate to prevent purging of an officers personnel file.

Section 6. Provided further that nothing in this Article is intended to be, nor shall be, in derogation of the statutory and common-law privileges that attach to the departmental file (the (g) file), which remains in the sole custody and control of the Chief of Police.

Article 30. DRUG TESTING

Section 1. Weslaco Police Officers will be subject to random drug tests at the discretion of City Management.

Section 2. Individual police officers shall be subject to a drug test on a for-cause basis, such as, but not necessarily limited to, an on-duty automobile accident or shooting incident.

Section 3. Officers testing positive for alcohol while on duty are subject to disciplinary action, including termination.

Section 4. Officers testing positive for any controlled substance are subject to disciplinary action, including termination.

Section 5. Drug tests shall be based on split samples by a certified lab. Any retests shall be at the officer's expense.

Section 6. A police officer who willfully refuses to submit to a drug test will be terminated from employment.

Article 31. PHYSICAL FITNESS FOR DUTY STANDARDS

Section 1. The CITY and UNION agree that they each have a mutual interest in assuring a set of physical fitness standards that are consistent with the legitimate needs of a law enforcement officer position in the Department.

Section 2. The CITY and UNION agree that the physical fitness standards adopted under this Article are derived from the Cooper Institute Standards related to law enforcement personnel.

Section 3. The City and Union agree that the testing for minimum physical fitness standards compliance is optional and compliance is not required for continued employment with the Department. The physical fitness standards adopted as part of this Labor Agreement shall be officially and formally tested at six (6) month intervals. Dry runs or training tests may be ordered by the Chief of Police at his discretion.

Weslaco Police Department

2017

Motor Vehicle Racial Profiling Information

Number of Vehicle Stops:

1 Citation Only	22,468
2 Arrest Only	15
3 Both	44
4 TOTAL	22,527 *** (4,11,14 AND 17 MUST BE EQUAL)

Race or Ethnicity

5 African	20
6 Asian	26
7 Caucasian	411
8 Hispanic	22,064
9 Middle Eastern	4
10 Native American	2
11 TOTAL	22,527 *** (4,11,14 AND 17 MUST BE EQUAL)

R/E Known Before Stop:

12 Yes	8
13 No	22,519
14 TOTAL	22,527 *** (4,11,14 AND 17 MUST BE EQUAL)

Search Conducted:

15 Yes	63
16 No	22,464
17 TOTAL	22,527 *** (4,11,14 AND 17 MUST BE EQUAL)

Was Search Consented:

18 Yes	56
19 No	7
20 TOTAL	63 *** (MUST EQUAL LINE 15)



Weslaco Police Department Officer Contact Statistical Data
January 1, 2017 to December 31, 2017

	WRITTEN WARNING	FIELD CONTACT	TRAFFIC STOPS	TOTAL
HISPANIC MALE	9360	548	12281	22189
HISPANIC FEMALE	7884	155	9822	17861
CAUCASIAN MALE	224	30	262	516
CAUCASIAN FEMALE	111	4	148	263
AFRICAN AMERICAN MALE	17	0	18	35
AFRICAN AMERICAN FEMALE	6	1	7	13
ASIAN MALE	15	0	18	33
ASIAN FEMALE	7	0	10	17
NATIVE AMERICAN MALE	4	0	4	8
NATIVE AMERICAN FEMALE	2	0	2	4
TOTAL	17630	738	22527	40939



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2017-1440
From:		
Subject: Discussion and consideration to approve Resolution 2018-04 appointing one member to expired term on the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.)		
Background: The term of Maria Villa is set to expire March 15 and the member does not wish to be considered for reappointment. As of the time of posting no new interest has been received.		
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 Antonio Lopez Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approved.		
Staff Recommendation:		
Attachments, if any: 16 Bd Appt, Notice Maria Villa, Roster Ambulance Advisory Board, R2018-04 Ambulance Board expired term		
Responsibilities upon Approval: Execute, retain, notify appointee and department.		

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

Proposed Changes to the City Charter, Updated August 2020																		
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 (1st = staggered)	term limits	meeting schedule	designated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Ordinance						X					5		2yr				Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		reg interval	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					X	3	2	st3yr	3*	72hr notice		Ch 143	appt by Chief Exec, confirm by CC
Economic Development Corporation	X	X	X					X			7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee					no						5	3	3yr		2/year		Ord 2015-09	CC
Housing Authority Board											7		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	X							7		st3yr				Ord 2011-16	CC
																	Art 1528j, Vernon's	
Weslaco Health Facilities Development Corporation											3+		6 yrs				TX Civil Statue	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC



Application for Service

City of Weslaco Boards and Committees

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

RESOLUTION NO. 2014-62

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

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

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

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

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

A. Screening

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

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

B. Appointment

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

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

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

C. Confirmation

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

D. Attendance

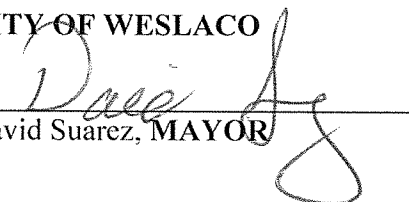
Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

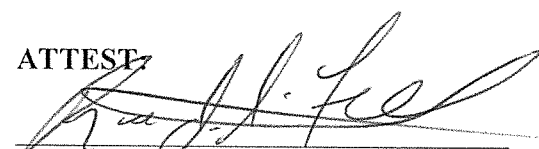
Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

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

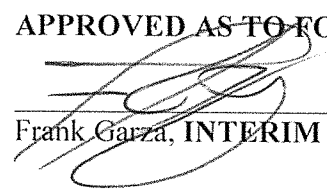
CITY OF WESLACO


David Suarez, MAYOR

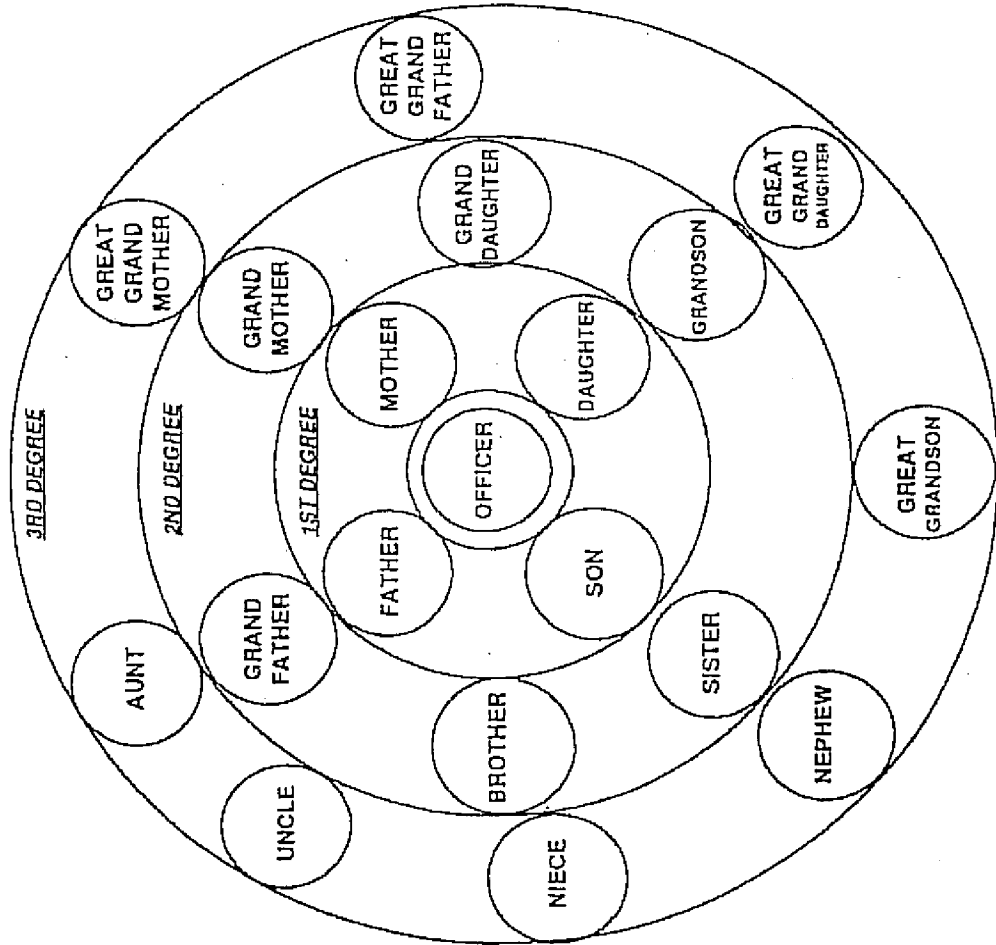
ATTEST

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

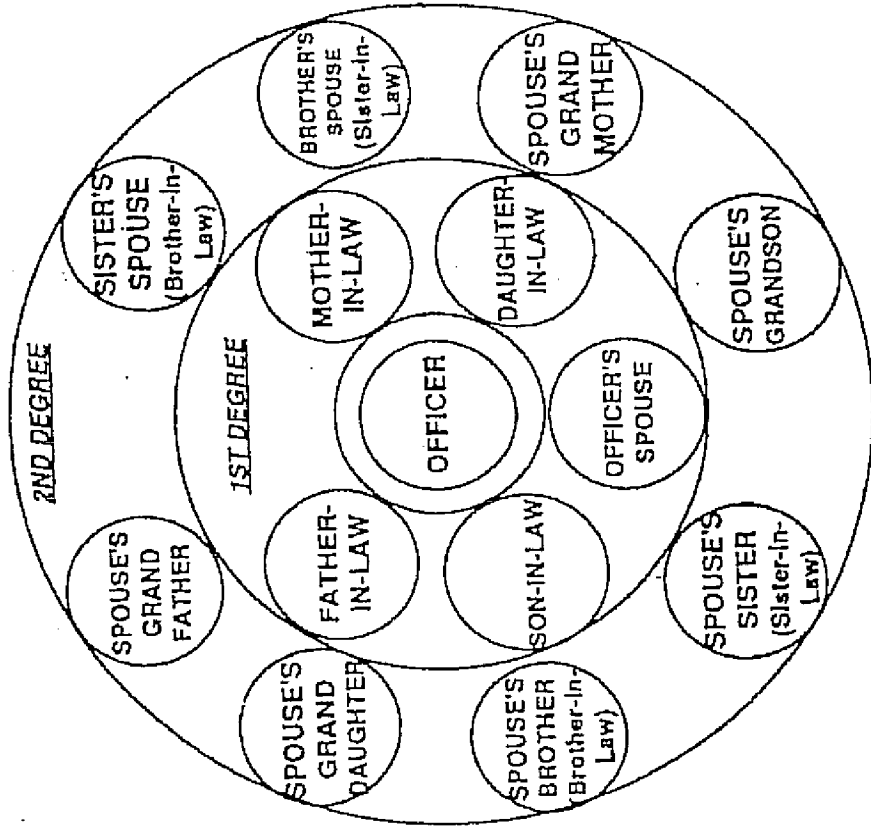
APPROVED AS TO FORM:


Frank Garza, INTERIM CITY ATTORNEY

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

Adelaida Vega

From: Antonio Lopez Jr.
Sent: Thursday, February 15, 2018 4:58 PM
To: Adelaida Vega
Subject: Ambulance board

Good afternoon,
our FD staff reached out to Maria Villa on her board expiration and has expressed that she will not be seeking renewal to serve on the board, thus leaving a vacancy.

Thank you,
Antonio Lopez, Fire Chief



Antonio Lopez
Fire Chief / EMC

*Weslaco Fire/EMS Department,
Office of Emergency Management
119 E. 5th Street
Weslaco TX, 78596*

(: 956-447-3415

≡: 956-969-3167

*: anlopez@weslacotx.gov

AMBULANCE ADVISORY BOARD

TERM EXPIRES	FIRST NAME	LAST NAME
3/15/2018	Maria A.	Villa
2/16/2020	Sergio	Lozano, DDS
2/7/2020	Lt. Ted	Walensky
4/17/2019	Patrick B.	Kennedy
5/6/2019	Sandra	Esquivel
3/20/2019	George	Guerra
12/20/2018	Annette	Valadez

As of 011818 mv

RESOLUTION NO. 2018-04

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE AMBULANCE ADVISORY BOARD.**

WHEREAS, the City of Weslaco has established the Ambulance Advisory Board pursuant to Section 14-1(A) of Ordinance No. 78-39; and

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

WHEREAS, the Ambulance Advisory Board members shall serve without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____
is appointed to serve on the Ambulance Advisory Board and the term will begin on _____, 20____, and will expire on _____, 20____.

PASSED AND APPROVED on this 20th day of February 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: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2017-1440	
From:			
Subject: Discussion and consideration to approve Resolution 2018-05 appointing one member to an expired term on the Parks and Recreation Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Parks and Recreation Department.)			
Background: The term of Ismael Quiroz is set to expire March 5. Mr. Quiroz has indicated to David Arce, Parks Director, he wishes to continue to serve.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: 16 Bd Appt, Notice of Interest - Ismael Quiroz Jr, Roster Parks Advisory Board, R2018-05 Parks and Rec unexpired			
Responsibilities upon Approval: Execute, retain, notify appointee and department.			

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

Prepared by: Office of the City Secretary, Updated August 2019																		
Member Qualifications										Defined Duties								
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	designated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Ordinance						X					5		2yr				Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		reg interval	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					X	3	2	st3yr	3*	72hr notice		Ch 143	appt by Chief Exec, confirm by CC
Economic Development Corporation	X	X	X					X			7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee					no						7	3	3yr		2/year		Ord 2015-09	CC
Housing Authority Board											5	5	2yr	2			LGC Sec 392.033	appt by Mayor
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	X							7		st3yr				Ord 2011-16	CC
																	Art 1528j, Vernons	
Weslaco Health Facilities Development Corporation											3+		6 yrs				TX Civil Statue	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC



Application for Service

City of Weslaco Boards and Committees

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

RESOLUTION NO. 2014-62

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

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

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

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

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

A. Screening

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

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

B. Appointment

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

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

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

C. Confirmation

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

D. Attendance

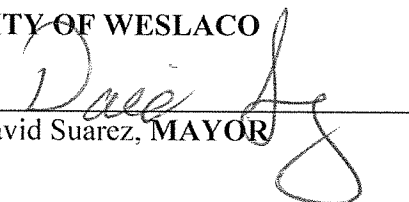
Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

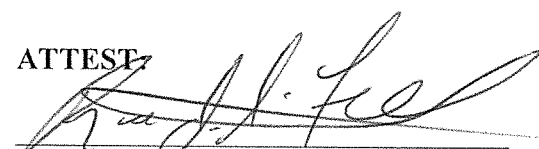
Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

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

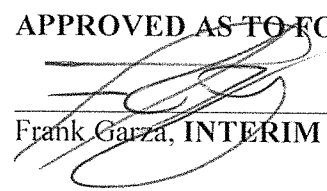
CITY OF WESLACO


David Suarez, MAYOR

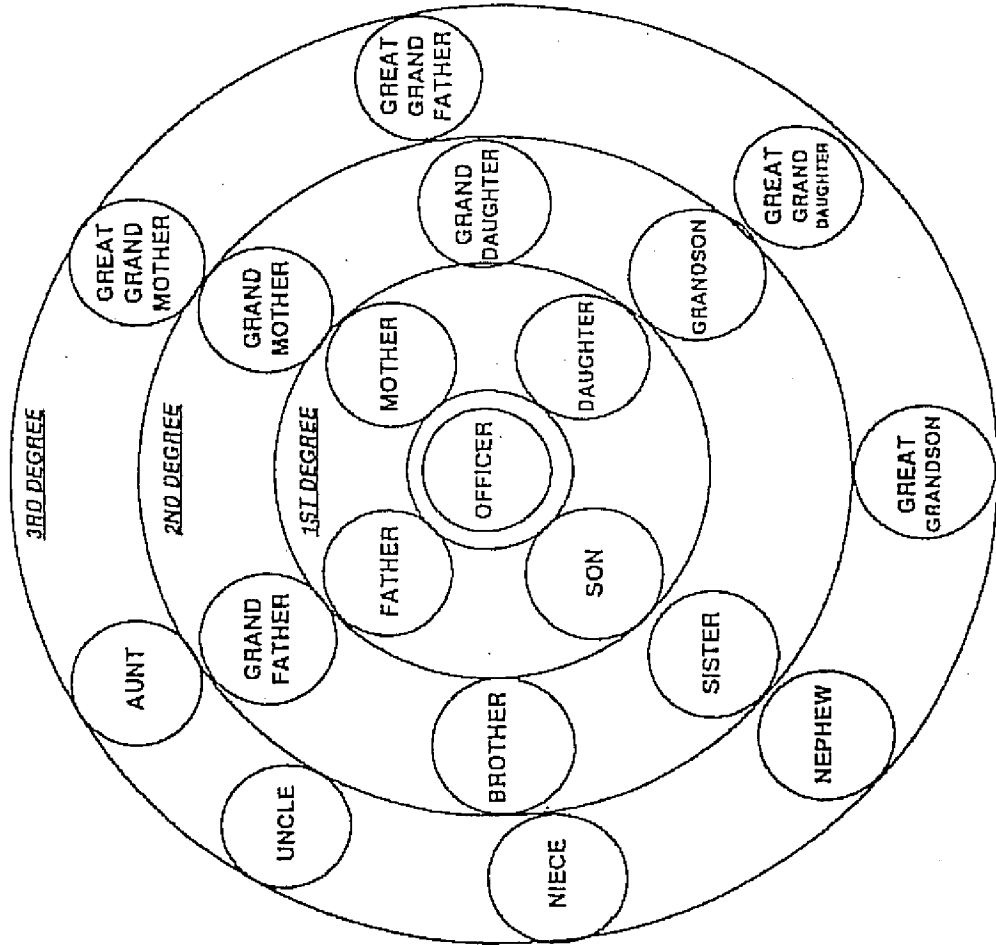
ATTEST

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

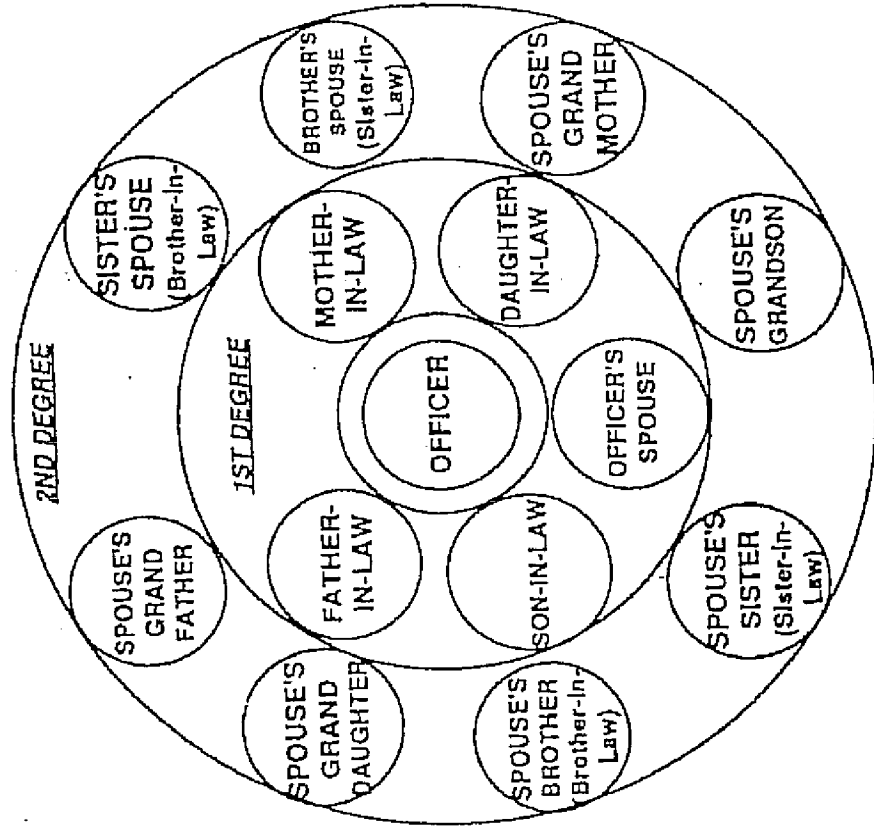
APPROVED AS TO FORM:


Frank Garza, INTERIM CITY ATTORNEY

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

Adelaida Vega

From: David Arce
Sent: Monday, February 12, 2018 11:22 AM
To: Molly Vallejo; Elizabeth M. Walker; Adelaida Vega
Subject: Fwd: Parks board term

Sent from my iPhone

Begin forwarded message:

From: "Ismael Quiroz, Jr." <squiroz@burtoncompanies.com>
Date: February 12, 2018 at 11:20:14 AM CST
To: David Arce <darce@weslacotx.gov>
Subject: Parks board term

David,

I would like to continue to serve on the parks board.

Thank you for the opportunity.

--

Regards,

Ismael Quiroz, Jr.
Purchasing Manager



Burton Companies, LLC

P.O. Box 297

529 E. HWY 83

Weslaco, TX 78599-0297

Office: 956-968-3121 Ext. 3221

Fax: 956-973-3228

www.burtoncompanies.com

PARKS & RECREATION ADVISORY BOARD

FIRST NAME	LAST NAME	TERM EXPIRES
*Nina Lee	Torkelson, M.D.	10/22/2019
Joe	Vidales	9/20/2020
Lupe	Garcia	9/20/2020
Ismael	Quiroz	3/5/2018
Johnny	Cavazos	10/16/2019
Enrique "Rick"	Rodriguez	11/18/2019
Oscar	Caballero	10/9/2019

As of 9/21/17 mv

**Serving unexpired term*

RESOLUTION NO. 2018-05

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve an unexpired term on the Parks & Recreation Board and the term will begin on _____, 2018 and end on _____, 20__.

PASSED AND APPROVED on this 20th day of February, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

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

Prepared by: Office of the City Secretary, Updated August 2019																		
Member Qualifications										Defined Duties								
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	designated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Ordinance						X					5		2yr				Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		reg interval	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					X	3	2	st3yr	3*	72hr notice		Ch 143	appt by Chief Exec, confirm by CC
Economic Development Corporation	X	X	X					X			7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee					no						7	3	3yr		2/year		Ord 2015-09	CC
Housing Authority Board											5	5	2yr	2			LGC Sec 392.033	appt by Mayor
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	X							7		st3yr				Ord 2011-16	CC
																	Art 1528j, Vernons	
Weslaco Health Facilities Development Corporation											3+		6 yrs				TX Civil Statue	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC



Application for Service

City of Weslaco Boards and Committees

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

RESOLUTION NO. 2014-62

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

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

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

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

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

A. Screening

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

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

B. Appointment

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

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

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

C. Confirmation

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

D. Attendance

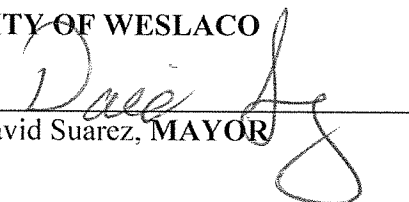
Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

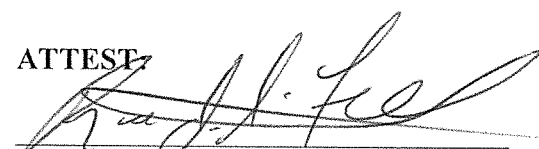
Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

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

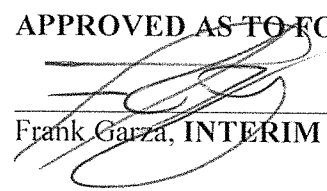
CITY OF WESLACO


David Suarez, MAYOR

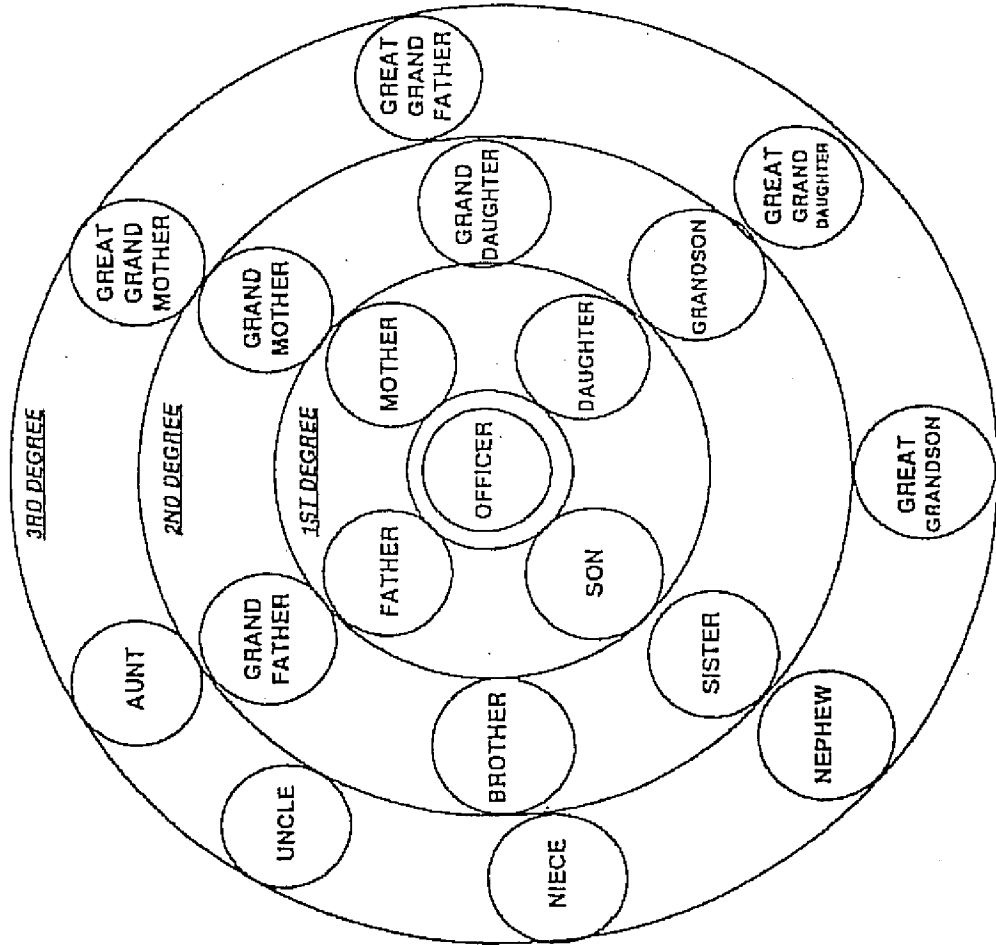
ATTEST

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

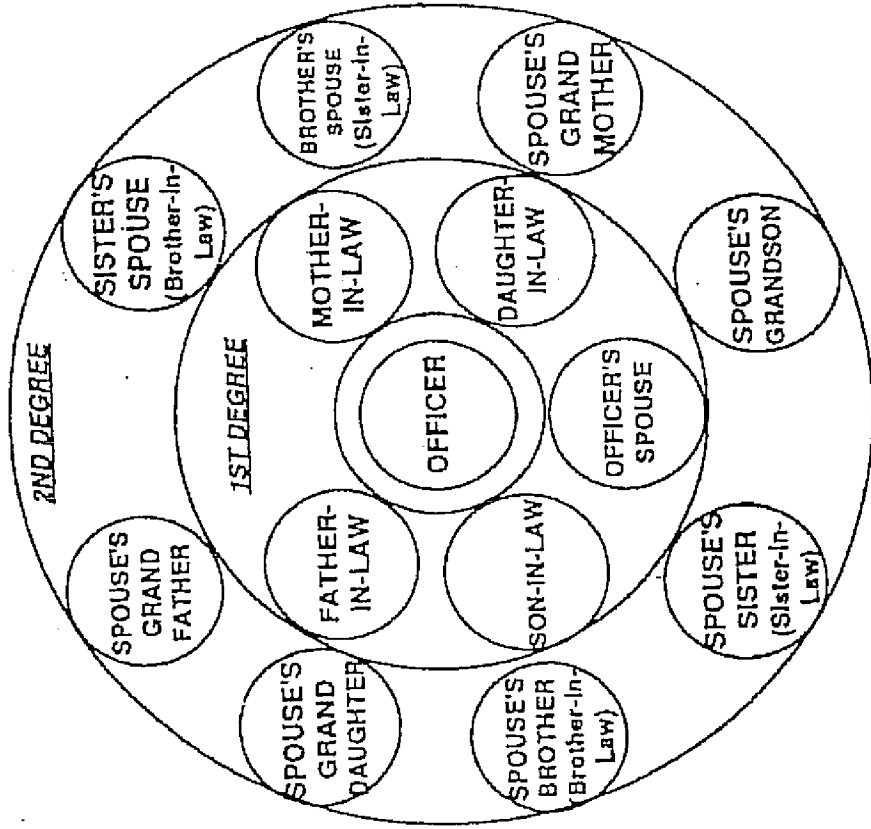
APPROVED AS TO FORM:


Frank Garza, INTERIM CITY ATTORNEY

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

Adelaida Vega

From: Veronica Barrera <veronicalbarrera@yahoo.com>
Sent: Wednesday, January 31, 2018 7:22 PM
To: Elizabeth M. Walker
Cc: mark@mccalebfuneralhome.com; markwilliams101@hotmail.com; drektorik@gmail.com
Subject: Fwd: Resignation from committee

Mrs. Walker,

Here is Mr. Joel Nava's resignation.

Thank you,

Veronica Barrera
Weslaco 100 Secretary

Begin forwarded message:

From: jnava@wisd.us
Date: January 30, 2018 at 5:58:04 PM CST
To: veronicalbarrera@yahoo.com
Subject: Resignation from committee

Hi,
Please accept this as my notice of resignation from this committee. Your efforts are greatly appreciated.

Thank you,
Joel Nava

Sent from my iPhone
--

Weslaco ISD does not discriminate on the basis of race, religion, color, national origin, gender, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; section 504 of the Rehabilitation Act of 1973, as amended.

WESLACO 100 COMMITTEE

Date Appointed	FIRST NAME	LAST NAME
2/14/2017	Linda	Williams
4/19/2016	Veronica L.	Barrera
6/20/2017	Enrique	Rodriguez
4/04/2017	Debbie	Rektorik
9/06/2017	Robert S.	Donalson
2/14/2017	Richard	Lehman
4/19/2016	Sandra	Reyna
3/08/2017	Laurie	Cardenas
2/14/2017	Mary	Mattar
2/14/2017	JuneBug	Cummins
4/19/2016	Loretta	Barbee
4/19/2016	Mark	Williams
4/19/2016	Leonor C.	Medina
4/19/2016	Mark	McCaleb
4/19/2016	Marta	Kang, Ph.D.
4/18/2017	Joel	Nava

As of 21418 mv

**WESLACO 100 COMMITTEE
APPLICANTS**

FIRST NAME	LAST NAME	PHYSICAL ADDRESS	CONTACT #	EMAIL ADDRESS	DATE APPLIED
Alex	Livas	3914 Santa Cielo	956.376.813 8	alexlivas@gmail.com	2/14/2018
Edward	Mejia	721 E. Los Torritos	956.463.507 9	none listed	3/6/2017

as 21418 mv

RESOLUTION NO. 2018-25

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

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

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

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

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

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

WHEREAS, The Weslaco 100 Committee members shall serve without compensation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Weslaco 100 Committee and the term will begin on _____, 20____, and will expire on _____, 20____.

PASSED AND APPROVED on this 20th day of February 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

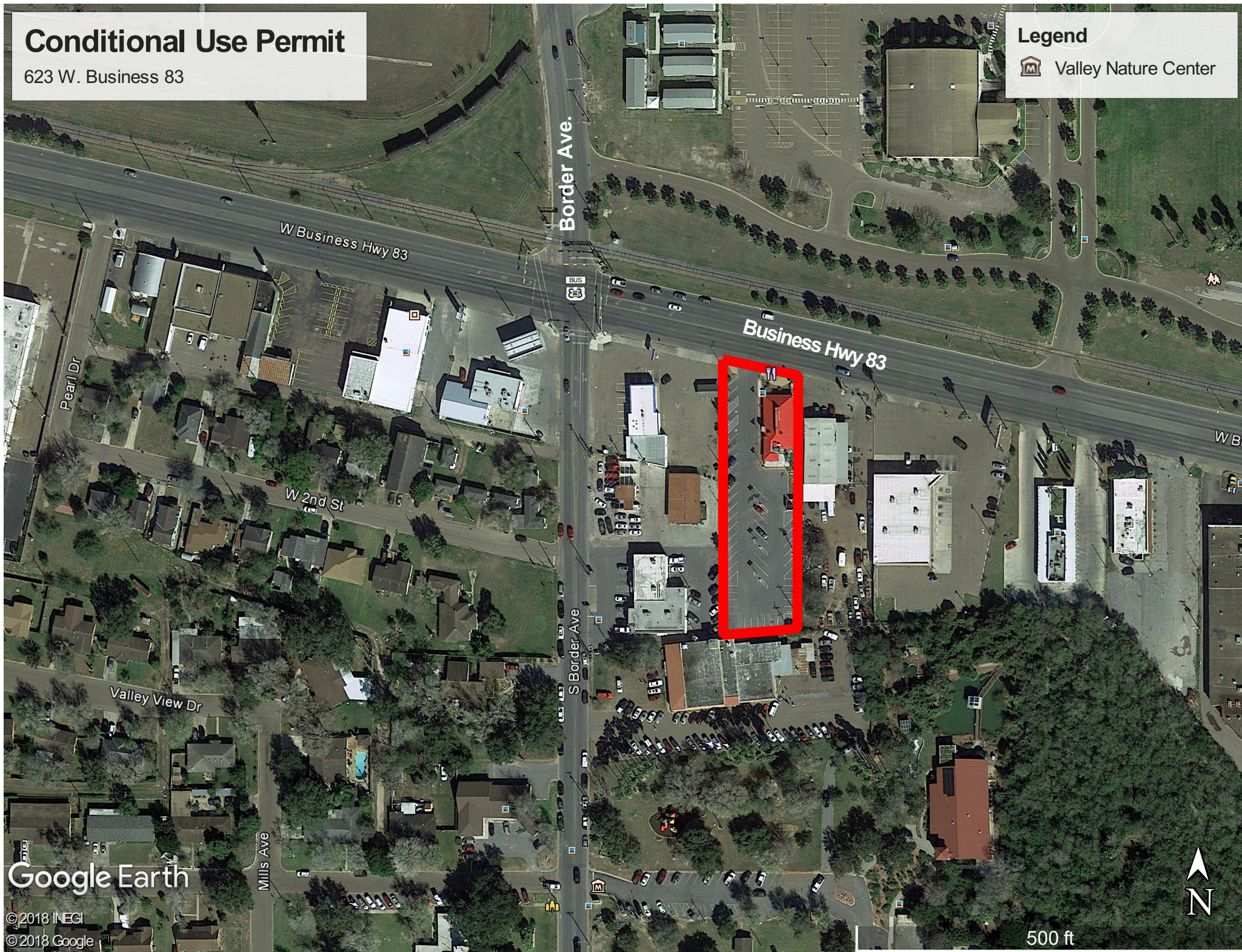
Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1532	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration after public hearing on behalf of John Gunstream to approve a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit at 623 W. Business Highway 83 also being Lot 5, Farm Tract 1507 West Tract Subdivision, Weslaco, Hidalgo County, Texas. Possible action. (Staffed by the Planning and Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit. Nine (9) property owners within 200 feet of the applicant's property were notified by letter on January 26, 2018. This permit is for Pizza Hut located on Business 83.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the public hearing appeared on The Monitor on January 22, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on February 7, 2018.			
Minda Hernandez Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: CUP Aerial Business 83, 623 W. BUS 83			
Responsibilities upon Approval: Staff will advise applicant.			

Conditional Use Permit

623 W. Business 83

Legend

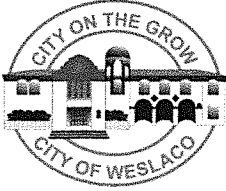
 Valley Nature Center



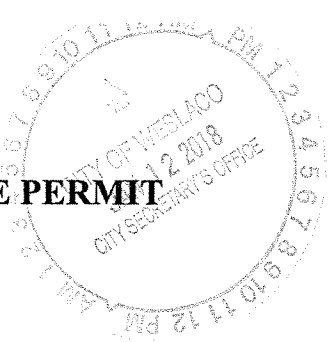
Google Earth

© 2018 INEGI

© 2018 Google



APPLICATION FOR CONDITIONAL USE PERMIT



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

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

FILE NO. CUP 18-00002

PROPOSED PROJECT

Legal Description of Property for which Conditional Use Permit is requested:

Lot 5 Block WEST TRACT BLK FT 1507

Subdivision Name FT 1507 WEST TRACT SUBDIVISION

Street Address 623 W BUS HWY 83

Existing Zoning Restaurant Existing Land Use Restaurant

Purpose for the Conditional Use Permit Request Restaurant with a Wine and Beer Retailer's Permit.

What, if anything, is planned to minimize the impact on the surrounding land uses: _____

Land already used as Pizza Hut and will remain the same.

- ☒ \$300.00 non-refundable filing fee.
- ☒ Detailed dimensioned site plan/map must be submitted with this request.
- ☒ Survey and metes and bounds if the legal description is a portion of a lot.
- ☒ City and school tax receipts attached.
- ☒ I have received a copy of "CUP Application Instructions"

APPLICANT

Name JOHN GUNSTREAM Phone 713-862-0625

Address 1919 NORTH LOOP WEST #105 Fax: 713-862-1395

City HOUSTON State TX Zip Code 77008 E-Mail: hudson@hudsons.com

OWNER

Name JAMES BODENSTEDT Phone 210-408-2447

Address 17890 Blanco Rd Ste 401 Fax: _____

City San Antonio State TX Zip Code 78232 E-Mail: roxanne.garza@muycompanies.com

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc., which would prevent the utilization of the property in the manner indicated?

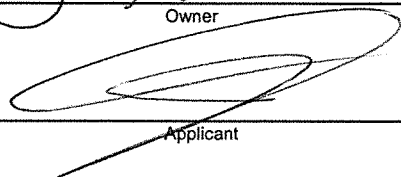
Yes _____

No ☒ _____

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

Signature  _____
Owner

Date 11-03-2017

Signature  _____
Applicant

Date 11-08-2017

Signature _____
Authorized Agent

Date _____

Accepted By _____

CITY OF WESLACO
956-968-3181

Notice of Public Hearing Set
200' of Proposed Site

REC#: 02341066 1/19/2018 8:44 AM
OPER: MDTam TERM: 006
REF#: 7519
PAID BY:

P & Z Notice of Public Hearing

TRAN: 235.1000 PROCESSING FEE
JOHN GUNSTREAM
CUP 18-00002

City Commission Notice of
in Newspaper

01 -400-3200
PROCESSING FEE-ONLI 5.00CR

Presented to P & Z Commission
Approved _____ Disapproved _____

TRAN: 202.0000 CONDITIONAL USE PERM
JOHN GUNSTREAM
CUP 18-00002
01 -400-1026
CONDITIONAL USE PER 300.00CR

Presented to City Commission
Approved _____ Disapproved _____

TENDERED: 5.00 CHECK
300.00 CHECK
APPLIED: 305.00-

CHANGE: 0.00

Fee Paid _____

Fee _____

Fee _____

Fee _____

Fee _____

Fee _____

CONDITIONAL USE PERMIT APPLICATION PACKAGE
CONDITIONAL USE APPLICATION INSTRUCTIONS
(PLEASE READ CAREFULLY)

1. Application form must be completed in full with applicant's signature.
2. Statement must be attached to the application stating why the Conditional Use Permit is requested and the type of operation to be conducted on the property.

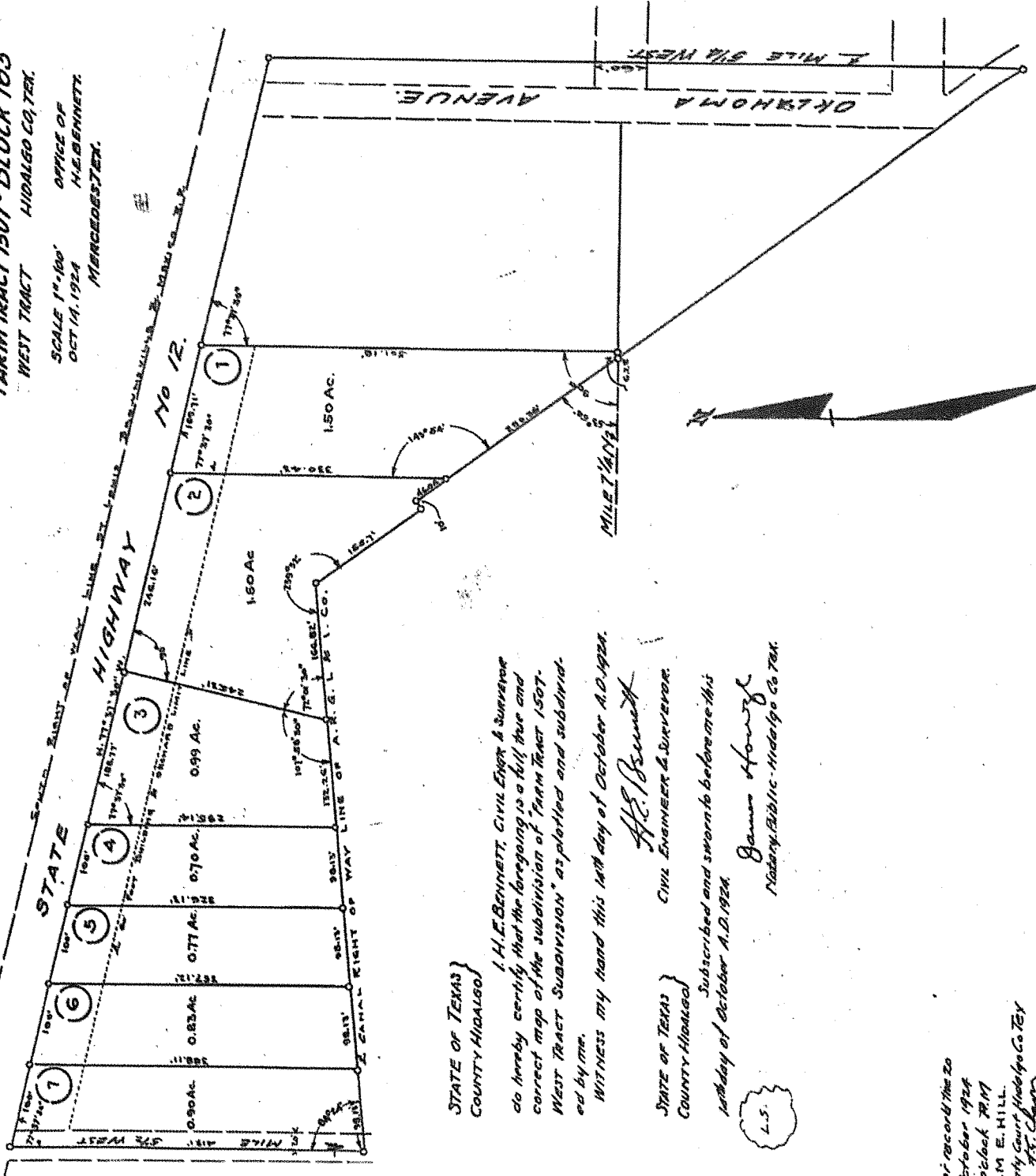
The application shall contain the following information:

- (a.) The name of the proposed use.
- (b.) The location of the proposed use.
- (c.) The purpose of the proposed use.
- (d.) The owners and operators of the proposed use.
- (e.) Whether or not alcoholic beverages will be consumed on the premises.
- (f.) The hours of operation of the proposed use.
- (g.) The preliminary site plan shall contain drawings to indicate:
 - The location of all structures on the subject property and on adjoining property.
 - Landscaping and/or fencing of yards and set-backs areas and the use of landscaping and/or walls or fences for screening purpose.
 - Design of ingress and egress to minimize interference with traffic flow on abutting streets.
 - Off-street parking and loading facilities.
 - Proposed uses, and the location and types of all signs including lighting and heights.
3. A three-hundred dollar (\$300.00) application fee must also be submitted along with the application.
4. Planning and Zoning Commission meetings take place every first Wednesday of every month, application must be submitted at least thirty (30) days prior to the monthly meeting so as to be placed on the next available agenda.
5. Once the application is submitted in completed form, the Planning Department is required by State Law to notify by mail all property owners within the 200 foot radius of the affected proposed conditional use and advertise in a newspaper fifteen (15) days prior to the public hearing to be held by both the Planning and Zoning and City Commissions on the Conditional Use Permit requested.
6. After the Planning and Zoning Commission meeting, the request will be placed on the next available City Commission agenda for final consideration.
7. Should the Planning and Zoning Commission or the owners of 20% of the property within the 200 foot radius of the proposed conditional use request oppose the request, a $\frac{3}{4}$ th vote will be required by the City Commission to receive approval.
8. Only after the final approval from the City Commission has been granted may the activity proposed on the property begin operation after all appropriate permits have been issued.
9. A Conditional Use Permit which has not been used within six months after the date granted, is automatically cancelled.

Should you have any questions, please contact the Planning Department at (956) 447-3401.

MAP SHOWING SUBDIVISION
OF THE WEST 7.19 ACRES OF
FARM TRACT 1507 - BLOCK 163
WEST TRACT HIDALGO CO. TEX.

SCALE 1"=100' OFFICE OF
OCT 14, 1924 H.E. BENNETT
MERCEDESSTER.



STATE OF TEXAS }
COUNTY HIDALGO }

I, H.E. BENNETT, CIVIL ENGINEER & SURVEYOR
do hereby certify that the foregoing is a full, true and
correct map of the subdivision of "FARM TRACT 1507-
WEST TRACT SUBDIVISION" as plotted and subdivid-
ed by me.

WITNESS MY HAND THIS 14th day of October A.D. 1924.

H.E. Bennett
H.E. BENNETT

CIVIL ENGINEER & SURVEYOR.

STATE OF TEXAS }
COUNTY HIDALGO }

Subscribed and sworn to before me this
14th day of October A.D. 1924.

James H. Hough
JAMES H. HOUGH
Notary Public - Hidalgo Co. Tex.

L.S.

FILED for record this 20
day of October 1924
at 3:15 o'clock P.M.
CLARK E. HILL
Clark County Court, Hidalgo Co. Tex.
by *H.E. Bennett*
Deputy

Recorded at 1:3 o'clock P.M. Oct 21-1924.

TAX RECEIPT



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

Certified Owner:

PIZZA HUT
RGV PIZZA HUT LLC
2101 N 23RD ST
MCALLEN, TX 78501-6199

Legal Description:

INVENTORY FURNITURE FIXTURES &
EQUIPMENT AT 623 W BUS HWY 83-WESLACO
/NEW ACCT 2002

Parcel Address: 623 W HWY 83

Legal Acres: 0.0000

Deposit No: ED1702307A
Validation No: 900000048142038
Account No: **W3800-99-000-1507-41**
Operator Code: ISABEL07

Remit Seq No: 34195072
Receipt Date: 01/23/2017
Deposit Date: 01/23/2017
Print Date: 01/23/2017 03:23 PM
Printed By: ISABEL07
Appr. Dist. No.: 635949

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2016	Hidalgo County	TL	105,762	0.590000	624.00	0.00	0.00	624.00
2016	Drainage Dist #1	TL	105,762	0.095100	100.58	0.00	0.00	100.58
2016	City Of Weslaco	TL	105,762	0.666700	705.12	0.00	0.00	705.12
2016	Weslaco Isd	TL	105,762	1.139700	1,205.37	0.00	0.00	1,205.37
2016	South Texas Isd	TL	105,762	0.049200	52.03	0.00	0.00	52.03
2016	South Texas College	TL	105,762	0.185000	195.66	0.00	0.00	195.66
					\$2,882.76	\$0.00	\$0.00	\$2,882.76

Handwritten notes:
} City School
} County

Check Number(s):

73161

PAYMENT TYPE:

Checks: \$2,882.76

Exemptions on this property:

Total Applied: \$2,882.76
Total Tendered: \$279,287.59
(for accounts paid on 01/23/2017)
Change Paid: \$0.00

PAYER: 1401882
RGV PIZZA HUT LLC
2101 N 23RD
MCALLEN, TX 78501-6127

TAX RECEIPT



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

Certified Owner:

PIZZA HUT OF S VALLEY INC
2101 N 23RD ST
MCALLEN, TX 78501-6127

Legal Description:

WEST TRACT BLK FT 1507.77 LOT 5

Parcel Address: 623 W BUS HWY 83

Legal Acres: 0.7700

Remit Seq No: 34195072

Receipt Date: 01/23/2017

Deposit Date: 01/23/2017

Print Date: 01/23/2017 03:23 PM

Printed By: ISABEL07

Appr. Dist. No.: 324038

Deposit No: ED1702307A

Validation No: 900000048142038

Account No: W3800-00-000-1507-05

Operator Code: ISABEL07

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2016	Hidalgo County	TL	379,118	0.590000	2,236.80	0.00	0.00	2,236.80
2016	Drainage Dist #1	TL	379,118	0.095100	360.54	0.00	0.00	360.54
2016	City Of Weslaco	TL	379,118	0.666700	2,527.58	0.00	0.00	2,527.58
2016	Weslaco Isd	TL	379,118	1.139700	4,320.81	0.00	0.00	4,320.81
2016	South Texas Isd	TL	379,118	0.049200	186.53	0.00	0.00	186.53
2016	South Texas College	TL	379,118	0.185000	701.37	0.00	0.00	701.37
					<u>\$10,333.63</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$10,333.63</u>

City School County

Check Number(s):

73161

PAYMENT TYPE:

Checks:

\$10,333.63

Exemptions on this property:

Total Applied:
Total Tendered:
(for accounts paid on 01/23/2017)
Change Paid:

\$10,333.63
\$279,287.59
\$0.00

PAYER: 1401882

RGV PIZZA HUT LLC

2101 N 23RD

MCALLEN, TX 78501-6127

Door
Emergency

MENS R.R.

FOODER

dish area

* Alcohol

Fryers

Maki table

* Fire
extinguisher

OVENS

Women R.R.

Storage

* Fire extinguisher
* Aisle pull

Service
Door

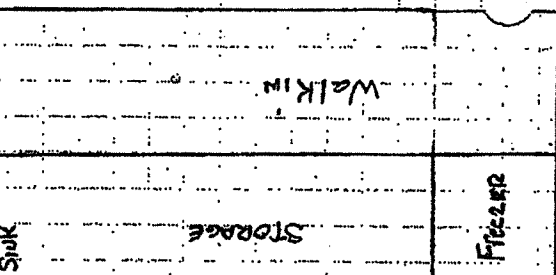
Front
Door

Sink

Storage

Walk in

Fire exit



0202
5/3/2

HUDSON'S LICENSE SERVICE

713 2-0625

hudson@hudsonls.com



ON-PREMISE PREQUALIFICATION PACKET

L-ON
(01/2016)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit.

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: ☒ Original ☐ Add Late Hours Only License/Permit Number _____

☐ Reinstatement

License/Permit Number _____

☐ Change of Licensed Location

License/Permit Number _____

2. Type of On-Premise License/Permit

- | | |
|---|---|
| ☒ BG Wine and Beer Retailer's Permit | ☐ LB Mixed Beverage Late Hours Permit |
| ☐ BE Beer Retail Dealer's On-Premise License | ☐ MI Minibar Permit |
| ☐ BL Retail Dealer's On-Premise Late Hours License | ☐ CB Caterer's Permit |
| ☐ BP Brewpub License | ☒ FB Food and Beverage Certificate |
| ☐ V Wine & Beer Retailer's Permit for Excursion Boats | ☐ PE Beverage Cartage Permit |
| ☐ Y Wine & Beer Retailer's Permit for Railway Dining Car | ☐ RM Mixed Beverage Restaurant Permit with FB |
| ☐ MB Mixed Beverage Permit | |
| ☐ O Private Carrier's Permit – For Brewpubs (BP) with a BG only | |

3. Indicate Primary Business at this Location

- | | |
|--|--|
| ☒ Restaurant | ☐ Sporting Arena, Civic Center, Hotel |
| ☐ Bar | ☐ Grocery/Market |
| ☐ Sexually Oriented | ☐ Miscellaneous _____ |

4. Trade Name of Location
PIZZA HUT #33885

5. Location Address
623 WEST BUSINESS 83

City
WESLACO

County
HIDALGO

State
TX

Zip Code
78596

6. Mailing Address
17890 BLANCO RD SUITE 401

City
SAN ANTONIO

State
TX

Zip Code
78232

7. Business Phone No.

Alternate Phone No.

E-mail Address

210-408-2447

roxanne.garza@muycompanies.com

OWNER INFORMATION

8. Type of Owner

- | | | |
|--|---|---|
| ☐ Individual | ☐ Corporation | ☐ City/County/University |
| ☐ Partnership | ☒ Limited Liability Company | ☐ Other _____ |
| ☐ Limited Partnership | ☐ Joint Venture | |
| ☐ Limited Liability Partnership | ☐ Trust | |

9. Business Owner/Applicant

MUY PIZZA-TEJAS, LLC

10. As indicated on the chart, enter the individuals that pertain to your business type:
(For additional space, use Form L-OIC)

Individual/Individual Owner		Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	
Last Name BODENSTEDT	First Name JAMES	MI H	Title MANAGER
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et seq

11. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

12. Will your business be located within 300 feet of any private/public school, day care center or child care facility? ☐ Yes ☒ No

If "YES," are the facilities located on different floors or stories of the building? ☐ Yes ☐ No

NOTE: For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

13. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

14. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No

60-DAY SIGN

15. As required under Section 11.391 and 61.381, enter the exact date the 60-Day sign was posted at your location.

Exact Date (mm/dd/yyyy)

N/A BG 444637

ALL APPLICANTS

16. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

IF APPLICANT IS SHOWN AS:

Proprietorship
Partnership
Corporation
Limited Partnership
Limited Liability Partnership
Limited Liability Company

WHO MUST SIGN:

Individual Owner
Partner
Officer
General Partner
General Partner
Officer/Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.

PRINT
NAME

JAMES BODENSTEDT

SIGN
HERE

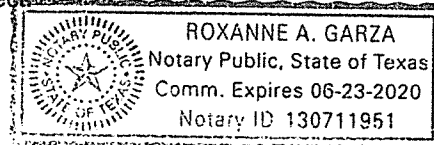
TITLE

MANAGER

Before me, the undersigned authority, on this 19th day of Dec, 2017, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

NOTARY PUBLIC



SEAL

CERTIFICATE OF CITY SECRETARY (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN

HERE

City Secretary/Clerk

City

TEXAS

SEAL

CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
☐ legal sale of all alcoholic beverages except mixed beverages
☐ legal sale of all alcoholic beverages including mixed beverages
☐ legal sale of beer/wine (17%) on-premise AFTER Sept. 1, 1999
☐ legal sale of beer/wine (14%) on-premise BEFORE Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per Section 25.14 or Section 69.17 of the TABC Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
(applicant must apply for FB with BG and BE)

SIGN

HERE

City Secretary/Clerk

City

TEXAS

SEAL

**CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT
(LB & BL)**

Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

- ☐ The governing body of this city has by ordinance authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The governing body of this city has by ordinance authorized the sale of **beer** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

S E A L

CERTIFICATE OF COUNTY CLERK (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN

HERE _____ COUNTY
County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine & Beer Retailer's Permit.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
(applicant must apply for FB with BG and BE)

SIGN

HERE _____ COUNTY
County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)

Chapters 29 & 70 et seq.

- I hereby certify on this _____ day of _____, 20____, that one of the below are correct:
- ☐ The Commissioner's Court of the county has by order authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The Commissioner's Court of the county has by order authorized the sale of **beer** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN
HERE _____ COUNTY _____
County Clerk

SEAL

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Section 11.46 (b) & 61.42 (b)

This is to certify on this 14th day of December, 2017, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number 32041672554 Outlet Number 00105

Print Name of Comptroller Employee Emma Walker

Print Title of Comptroller Employee E.O.

SIGN
HERE Emma Walker FIELD OFFICE 2431

SEAL

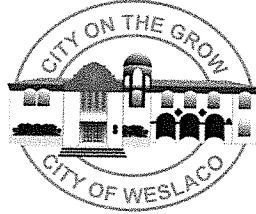
PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL, V & Y)

Section 11.39 and 61.38

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)		
Publisher or designee certifies attached notice was published in newspaper stated on dates shown.		
Signature of publisher or designee		
Sworn to and subscribed before me on this date		
Signature of Notary Public		
SEAL		

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

PLANNING DEPARTMENT

January 26, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 7, 2018 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, February 20, 2018 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

John Gunstream is requesting a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit at 623 W. Business Highway 83 also being Lot 5, Farm Tract 1507 West Tract Subdivision, Weslaco, Hidalgo County, Texas.

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.3

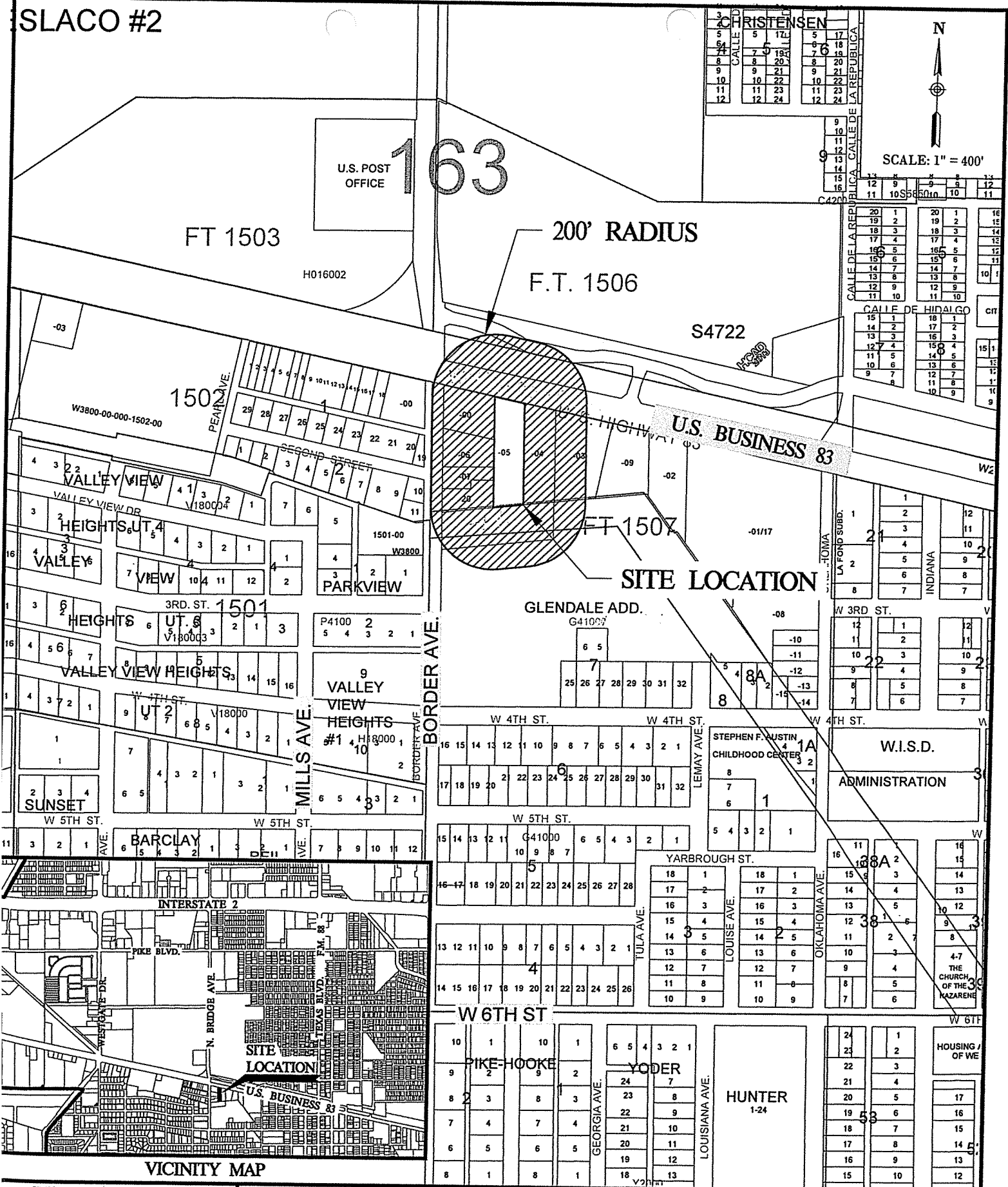
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

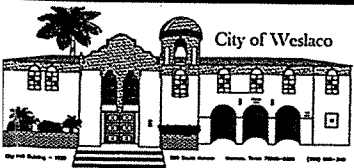
Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

MH/mh

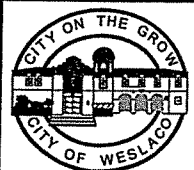
SLACO #2



VICINITY MAP



JAMES BODENSTEDT
623 W. BUSINESS HWY. 83
FT. 1507 WEST TRACT SUBDIVISION
LOT 5 W. TRACT BLK. FT. 1507
EXISTING USE: B-2
CUP: RESTAURANT WINE AND BEER RETAILER

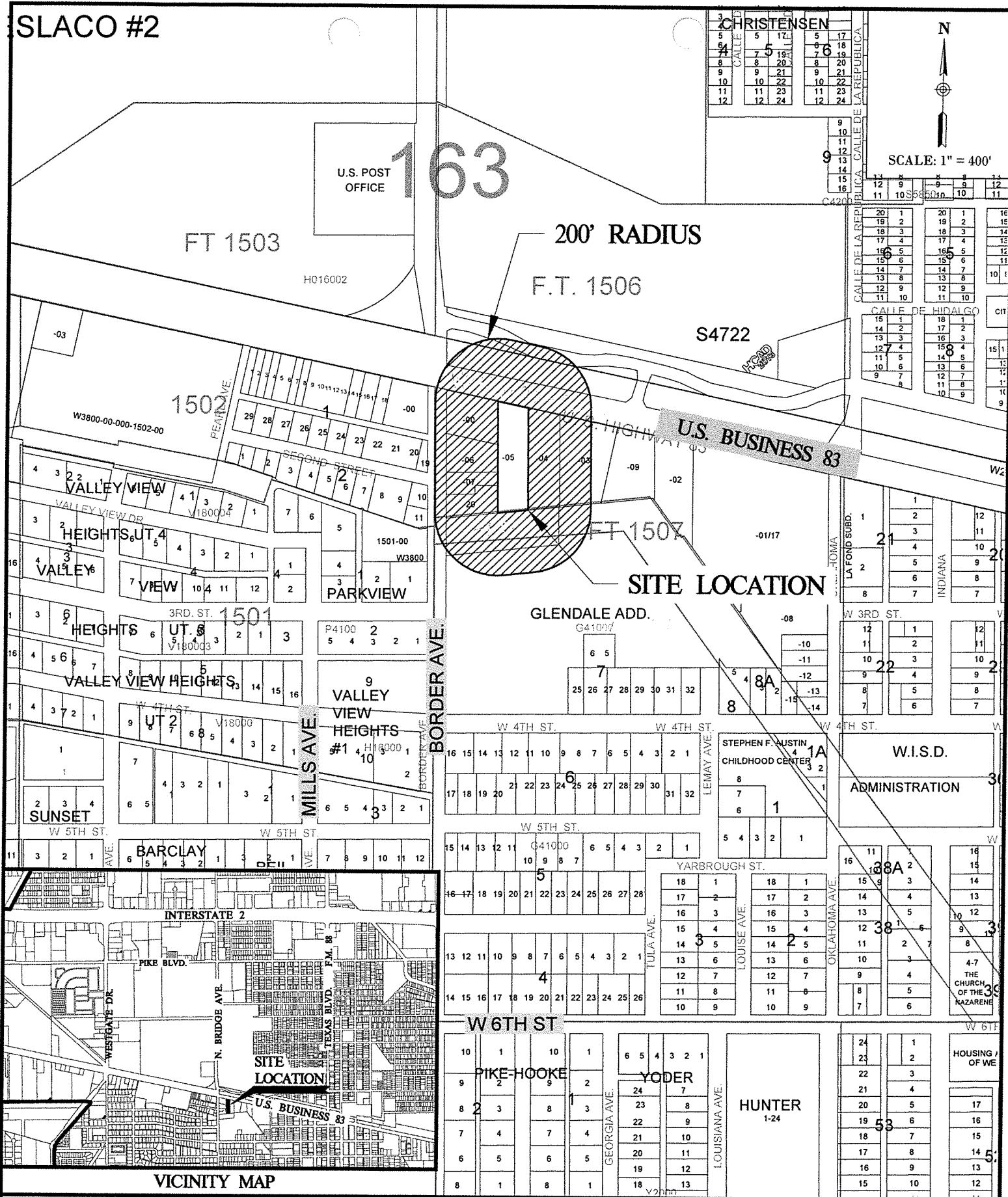


City of Weslaco Code Enforcement Dept.

JAN 22, 2018

MAC BORDER CROSSINGS LLC 401 WEST MILE 5 NORTH WESLACO TX 78596	W3800-00-000-1507-00 WEST TRACT N150'-W200' FT 1507 0 .69AC GR 0.62AC NET 625 W BUS HWY 83	L: 189049 B: 46603
AUTOZONE INC PO BOX 2198 MEMPHIS TN 38101	W3800-00-000-1507-03 WEST TRACT BLK FT 1507 .99 LOT 3 619 W BUS HWY 83	L: 226401 B: 273848
ALANIS HUMBERTO ET AL 1203 CHARLENE AVE WESLACO TX 78599	W3800-00-000-1507-04 WEST TRACT BLK FT 1507 .70 LOT 4 621 W BUS HWY 83	L: 128066 B: 37296
PIZZA HUT OF S VALLEY INC 2101 N 23RD ST MCALLEN TX 78501	W3800-00-000-1507-05 WEST TRACT BLK FT 1507 .77 LOT 5 623 W BUS HWY 83	L: 176090 B: 296458
MAC BORDER CROSSINGS LLC 401 WEST MILE 5 NORTH WESLACO TX 78596	W3800-00-000-1507-06 WEST TRACT NO. 0.49AC AN IRR TR- LOTS 6 & 7 FT 1507 BLK 163 0	L: 128064 B: 23335
VOLKMAN STACEY E & VALERIE B DBA MILTONS LAUNDRY 1205 N 7TH ST HARLINGEN TX 78550	W3800-00-000-1507-07 WEST TRACT CENTER 0.14AC - S 1.0 7AC LTS 6&7 FT 1507 159 S BORDER AVE	L: 36588 B: 39055
WESLACO ELKS LODGE 201 S BORDER AVE WESLACO TX 78596	W3800-00-000-1507-16 WEST TRACT BLK FT 1507 W1.086 201 S BORDER AVE	L: 189224 B: 230477
VOLKMAN, STACEY E 110 SCARLETT CIR HARLINGEN TX 78552	W3800-00-000-1507-20 WEST TRACT FT 1507 S76-78'-LOT 6 EXC W25.58'-N28' & S67.90'-LOT 161 S BORDER AVE	L: 70566 B: 63458
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596	G4100-00-007-0001-00 GLENDALE LOTS 1-4 LOT 5 EXC S10 5'-W10' LOT 6 EXC S105' LOTS 7 0	L: 1685424 B: 694610

SLACO #2





Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1533	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration after public hearing on behalf of John Gunstream to approve a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit at 1302 N. Texas Boulevard also being Lot 3, Block 1, Wal-Mart Subdivision, Weslaco, Hidalgo County, Texas. Possible action. (Staffed by the Planning and Code Enforcement Department.)			
Background: The applicant is requesting a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise. Thirteen (13) property owners within 200 feet of the applicant's property were notified by letter on January 26, 2018. This permit is for Pizza Hut located on Texas Blvd.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the public hearing appeared on The Monitor on January 22, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on February 7, 2018.			
Minda Hernandez Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: CUP Aerial Texas Blvd, 1302 N TEXAS BLVD - ATTACHMENTS			
Responsibilities upon Approval: Staff will notify applicant.			

Conditional Use Permit

1302 N. Texas Blvd

Legend

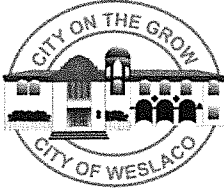
 Walmart Supercenter



Google Earth

© 2018 INEGI
© 2018 Google





APPLICATION FOR CONDITIONAL USE PERMIT

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

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

FILE NO. CUP18-00001

PROPOSED PROJECT

Legal Description of Property for which Conditional Use Permit is requested:

Lot 3 Block 1

Subdivision Name WAL-MART

Street Address 1302 N TEXAS BOULEVARD

Existing Zoning Restaurant Existing Land Use Restaurant

Purpose for the Conditional Use Permit Request Restaurant including Wine and Beer Retailer's Permit

What, if anything, is planned to minimize the impact on the surrounding land uses: Land already used as Pizza Hut and will remain the same

- ☒ \$300.00 non-refundable filing fee.
- ☒ Detailed dimensioned site plan/map must be submitted with this request.
- ☒ Survey and metes and bounds if the legal description is a portion of a lot.
- ☒ City and school tax receipts attached.
- ☒ I have received a copy of "CUP Application Instructions"

APPLICANT

Name JOHN GUNSTREAM Phone 713-862-0625

Address 1919 N Loop W #105 Fax: 713-862-1395

City HOUSTON State TX Zip Code 77008 E-Mail: hudson@hudsonls.com

OWNER

Name JAMES BODENSTEDT Phone 210-408-2447

Address 17890 BLANCO RD STE 401 Fax: _____

City San Antonio State TX Zip Code 78232 E-Mail: roxanne.garza@muyacompanies.com

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc., which would prevent the utilization of the property in the manner indicated?

Yes _____ No ✓

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

Signature [Signature] Date 11-03-2017
Owner

Signature [Signature] Date 11-08-2017
Applicant

Signature _____ Date _____
Authorized Agent

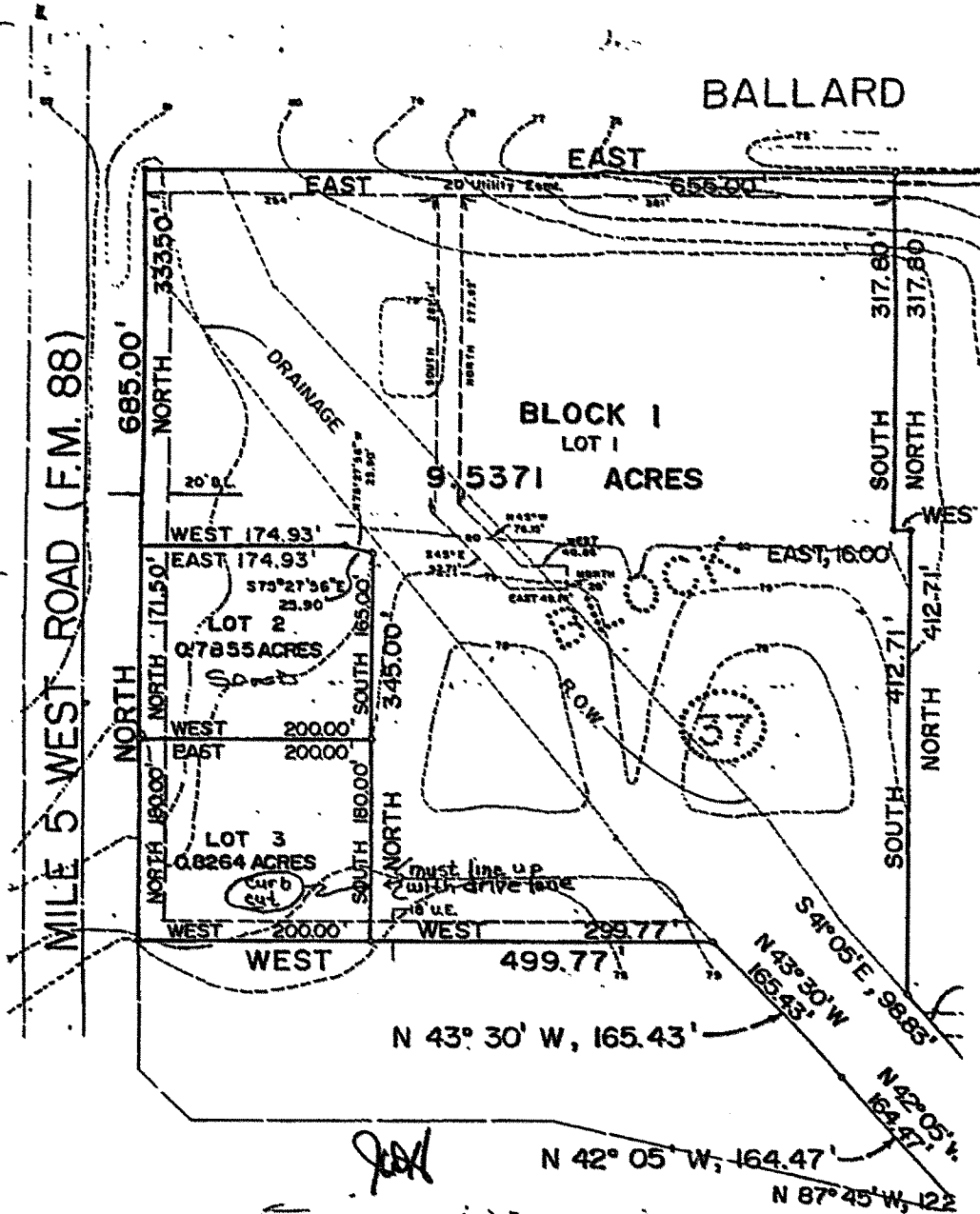
Accepted By _____ P
Notice of Public Hearing Sent
200' of Proposed Site
P & Z Notice of Public Hearing
City Commission Notice of P
in Newspaper
Presented to P & Z Commission
Approved _____ Disapproved _____
Presented to City Commission
Approved _____ Disapproved _____

CITY OF WESLACO
956-968-3181
REC#: 02341068 1/19/2018 8:46 AM
OPER: MDTam TERM: 006
REF#: 7520
PAID BY:
TRAN: 235.1000 PROCESSING FEE
JOHN GUNSTREAM
CUP 18-00001
01 -400-3200
PROCESSING FEE-ONLI 5.00CR
TRAN: 202.0000 CONDITIONAL USE PERM
JOHN GUNSTREAM
CUP 18-00001
01 -400-1026
CONDITIONAL USE PER 300.00CR
TENDERED: 5.00 CHECK
300.00 CHECK
APPLIED: 305.00-
CHANGE: 0.00

Paid _____

2693-613

EXHIBIT A



TAX RECEIPT



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

35

Certified Owner:

PIZZA HUT
RGV PIZZA HUT LLC
2101 N 23RD ST
MCALLEN, TX 78501-6199

Legal Description:

INVENTORY FURNITURE FIXTURES &
EQUIPMENT AT 1302 N TEXAS / NEW ACCT
2002

Parcel Address: 1302 N TEXAS (FM 88)

Legal Acres: 0.0000

Deposit No: ED1702307A
Validation No: 900000048142038
Account No: W0256-99-001-0003-06
Operator Code: ISABEL07

Remit Seq No: 34195072
Receipt Date: 01/23/2017
Deposit Date: 01/23/2017
Print Date: 01/23/2017 03:23 PM
Printed By: ISABEL07
Appr. Dist. No.: 636554

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2016	Hidalgo County	TL	98,842	0.590000	583.17	0.00	0.00	583.17
2016	Drainage Dist #1	TL	98,842	0.095100	94.00	0.00	0.00	94.00
2016	City Of Weslaco	TL	98,842	0.666700	658.98	0.00	0.00	658.98
2016	Weslaco Isd	TL	98,842	1.139700	1,126.50	0.00	0.00	1,126.50
2016	South Texas Isd	TL	98,842	0.049200	48.63	0.00	0.00	48.63
2016	South Texas College	TL	98,842	0.185000	182.86	0.00	0.00	182.86
					<u>\$2,694.14</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,694.14</u>

City School Country

> - -
Check Number(s):
73161

PAYMENT TYPE:

Checks: \$2,694.14

Exemptions on this property:

Total Applied: \$2,694.14
Total Tendered: \$279,287.59
(for accounts paid on 01/23/2017)
Change Paid: \$0.00

PAYER: 1401882
RGV PIZZA HUT LLC
2101 N 23RD
MCALLEN, TX 78501-6127

TAX RECEIPT



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

Certified Owner:

PIZZA HUT OF SOUTH VALLEY INC
PO BOX 96
CUNNINGHAM, TX 75434-0096

Legal Description:

WAL-MART BLK 1 LOT 3 - AMENDED

Parcel Address: 1302 N TEXAS BLVD

Legal Acres: 0.8264

Remit Seq No: 34195072

Receipt Date: 01/23/2017

Deposit Date: 01/23/2017

Print Date: 01/23/2017 03:23 PM

Printed By: ISABEL07

Appr. Dist. No.: 320255

Deposit No: ED1702307A
Validation No: 900000048142038

Account No: W0256-00-001-0003-00

Operator Code: ISABEL07

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2016	Hidalgo County	TL	595,589	0.590000	3,513.98	0.00	0.00	3,513.98
2016	Drainage Dist #1	TL	595,589	0.095100	566.41	0.00	0.00	566.41
2016	City Of Weslaco	TL	595,589	0.666700	3,970.79	0.00	0.00	3,970.79
2016	Weslaco Isd	TL	595,589	1.139700	6,787.93	0.00	0.00	6,787.93
2016	South Texas Isd	TL	595,589	0.049200	293.03	0.00	0.00	293.03
2016	South Texas College	TL	595,589	0.185000	1,101.84	0.00	0.00	1,101.84
					<u>\$16,233.98</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$16,233.98</u>

Check Number(s):

73161

PAYMENT TYPE:

Checks:

\$16,233.98

Exemptions on this property:

Total Applied:
Total Tendered:
(for accounts paid on 01/23/2017)
Change Paid:

\$16,233.98
\$279,287.59
\$0.00

PAYER: 1401882
RGV PIZZA HUT LLC
2101 N 23RD
MCALLEN, TX 78501-6127

Door
Emergency

Mens R.R.

Booth

dish area

Alkal

Fryers

* Fire
extinguisher

Make table

Ovens

Women R.R.

Storage

Fire extinguisher
* * * * *

Front
Door

Service
Door

OK
Sign

Sink

Storage

Computer
Printer

Walk in

Freezer

HUDSON'S LICENSE SERVICE

713-861-1225

hudson@hudsonls.com



ON-PREMISE PREQUALIFICATION PACKET

L-ON
(01/2016)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit.

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: ☒ Original ☐ Add Late Hours Only License/Permit Number _____

☐ Reinstatement

License/Permit Number _____

☐ Change of Licensed Location

License/Permit Number _____

2. Type of On-Premise License/Permit

- | | |
|--|--|
| ☒ BG Wine and Beer Retailer's Permit | ☐ LB Mixed Beverage Late Hours Permit |
| ☐ BE Beer Retail Dealer's On-Premise License | ☐ MI Minibar Permit |
| ☐ BL Retail Dealer's On-Premise Late Hours License | ☐ CB Caterer's Permit |
| ☐ BP Brewpub License | ☒ FB Food and Beverage Certificate |
| ☐ V Wine & Beer Retailer's Permit for Excursion Boats | ☐ PE Beverage Cartage Permit |
| ☐ Y Wine & Beer Retailer's Permit for Railway Dining Car | ☐ RM Mixed Beverage Restaurant Permit with FB |
| ☐ MB Mixed Beverage Permit | |
| ☐ O Private Carrier's Permit – For Brewpubs (BP) with a BG only | |

3. Indicate Primary Business at this Location

- | | |
|--|--|
| ☒ Restaurant | ☐ Sporting Arena, Civic Center, Hotel |
| ☐ Bar | ☐ Grocery/Market |
| ☐ Sexually Oriented | ☐ Miscellaneous _____ |

4. Trade Name of Location

PIZZA HUT #33907

5. Location Address

1302 N TEXAS BOULEVARD

City
WESLACO

County
HIDALGO

State
TX

Zip Code
78596

6. Mailing Address

17890 BLANCO RD SUITE 401

City

SAN ANTONIO

State

TX

Zip Code

78232

7. Business Phone No.

Alternate Phone No.

210-408-2447

E-mail Address

roxanne.garza@muycompanies.com

OWNER INFORMATION

8. Type of Owner

- | | | |
|--|---|---|
| ☐ Individual | ☐ Corporation | ☐ City/County/University |
| ☐ Partnership | ☒ Limited Liability Company | ☐ Other _____ |
| ☐ Limited Partnership | ☐ Joint Venture | |
| ☐ Limited Liability Partnership | ☐ Trust | |

9. Business Owner/Applicant

MUY PIZZA-TEJAS, LLC

10. As indicated on the chart, enter the individuals that pertain to your business type: (For additional space, use Form L-OIC)			
Individual/Individual Owner		Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	
Last Name BODENSTEDT	First Name JAMES	MI H	Title MANAGER
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et seq.

11. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

12. Will your business be located within 300 feet of any private/public school, day care center or child care facility? ☐ Yes ☒ No

If "YES," are the facilities located on different floors or stories of the building? ☐ Yes ☐ No

NOTE: For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

13. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

14. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No

60-DAY SIGN

15. As required under Section 11.391 and 61.381, enter the exact date the 60-Day sign was posted at your location.

Exact Date (mm/dd/yyyy)

N/A BG 494635

ALL APPLICANTS

16. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

IF APPLICANT IS SHOWN AS:

Proprietorship
Partnership
Corporation
Limited Partnership
Limited Liability Partnership
Limited Liability Company

WHO MUST SIGN:

Individual Owner
Partner
Officer
General Partner
General Partner
Officer/Manager

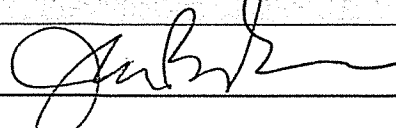
WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.

PRINT
NAME

JAMES BODENSTEDT

SIGN
HERE

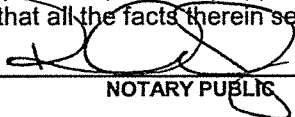


TITLE

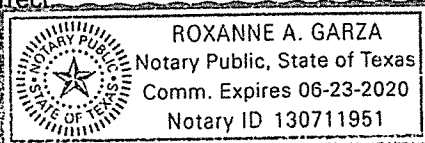
MANAGER

Before me, the undersigned authority, on this 19th day of Dec, 2017, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE



NOTARY PUBLIC



SEAL

CERTIFICATE OF CITY SECRETARY (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN

HERE

City Secretary/Clerk

City

TEXAS

SEAL

CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per Section 25.14 or Section 69.17 of the TABC Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN

HERE

City Secretary/Clerk

City

TEXAS

SEAL

**CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT
(LB & BL)**

Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

- ☐ The governing body of this city has by ordinance authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The governing body of this city has by ordinance authorized the sale of **beer** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN
HERE _____, TEXAS
City Secretary/Clerk City

S E A L

CERTIFICATE OF COUNTY CLERK (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN
HERE _____ COUNTY
County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine & Beer Retailer's Permit.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
(applicant must apply for FB with BG and BE)

SIGN
HERE _____ COUNTY
County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)

Chapters 29 & 70 et seq

I hereby certify on this _____ day of _____, 20____, that one of the below are correct:

- ☐ The Commissioner's Court of the county has by order authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The Commissioner's Court of the county has by order authorized the sale of **beer** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN

HERE _____ COUNTY

County Clerk

SEAL

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Section 11.46 (b) & 61.42 (b)

This is to certify on this 14th day of December, 2017, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number 32041672554 Outlet Number 00127Print Name of Comptroller Employee Emma WalkerPrint Title of Comptroller Employee E.O

SIGN

HERE Emma WalkerFIELD OFFICE 2431

SEAL

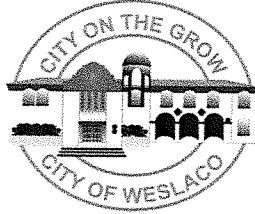
PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL, V & Y)

Section 11.39 and 61.38

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)		
Publisher or designee certifies attached notice was published in newspaper stated on dates shown.		
Signature of publisher or designee		
Sworn to and subscribed before me on this date		
Signature of Notary Public		
SEAL		

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

PLANNING DEPARTMENT

January 26, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 7, 2018 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, February 20, 2018 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

John Gunstream is requesting a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit at 1302 N. Texas Boulevard also being Lot 3, Block 1, Wal-Mart Subdivision, Weslaco, Hidalgo County, Texas.

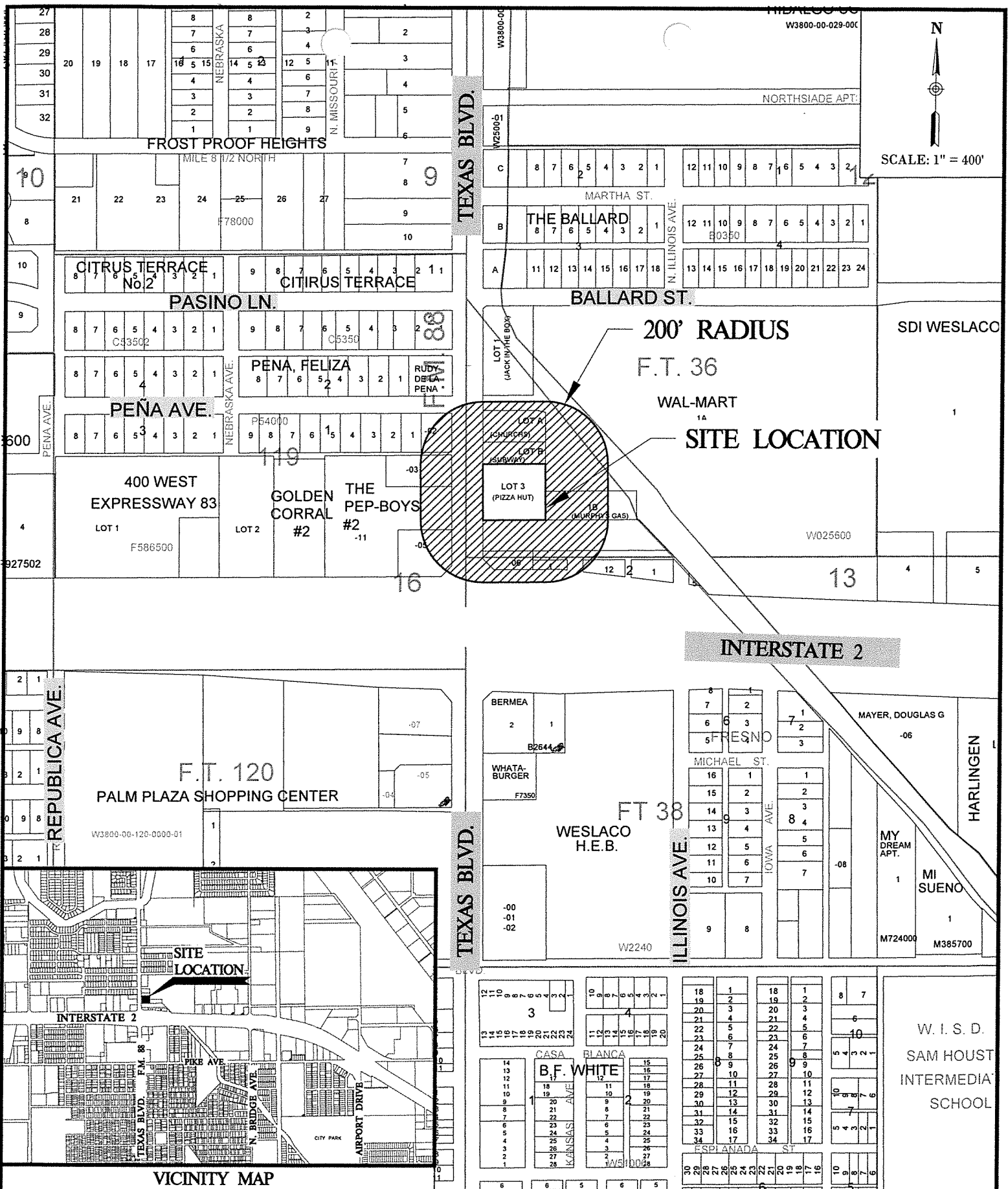
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.3

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

Sincerely,

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

MH/mh



JAN 23, 2018

ACME PARTNERSHIP LP 3701 BEE CAVES RD STE 101 AUSTIN TX 78746	F7350-00-002-0001-00 FRESNO LTS 1 & PT-2 & 12 BLK 2 0	L: 13770 B: 0
ACME PARTNERSHIP LP 3701 BEE CAVES RD STE 101 AUSTIN TX 78746	F7350-00-003-0001-00 FRESNO N 30 OF LT 1 BLK 3 0	L: 3300 B: 0
URCULLU ANGEL 1715 S TEXAS BLVD WESLACO TX 78596	P5400-00-001-0001-00 PENA FELIZA BLK 1 LT 1 101 PENA AVE	L: 19906 B: 50662
PEP BOYS 3111 W ALLEGHENY AVE DEPT C PHILADELPHIA PA 19132	T3640-02-000-0000-05 THE PEP BOYS #2 ALL EXC S380'-W2 5' 1501 N TEXAS BLVD	L: 1669499 B: 580987
FRIS CHKN LLC C/O CAJUN OPERATING COMPANY 980 HAMMOND DR STE 1100 ATLANTA GA 30328	W0256-00-000-000A-00 WAL-MART LOT A 1310	L: 202190 B: 167643
MY BLESSINGS LTD 3921 SARATOGA BLVD STE 103 CORPUS CHRISTI TX 78415	W0256-00-000-000B-00 WAL-MART LOT B 1306 N TEXAS BLVD	L: 140000 B: 91127
PIZZA HUT OF SOUTH VALLEY INC PO BOX 96 CUNNINGHAM TX 75434	W0256-00-001-0003-00 WAL-MART BLK 1 LOT 3 - AMENDED 1302 N TEXAS BLVD	L: 360000 B: 351446
NODROG O T 1500 N TEXAS BLVD WESLACO TX 78599	W3800-00-037-0000-02 WEST TRACT BLK FT 37 S1.80 AC 1500 N TEXAS BLVD	L: 784080 B: 33208
MOFFITT JIM & MARY KAY FAMILY 1128 PECAN BLVD MCALLEN TX 78501	W3800-00-038-0000-06 WEST TRACT FT 38 NW0.28AC 0	L: 14636 B: 0
URCULLU ANGEL PO BOX 8244 WESLACO TX 78599	W3800-00-119-0000-02 WEST TRACT E150'-S135'-N660' FT 119 0.46AC GR 0.29AC NET 1503 N TEXAS BLVD	L: 126320 B: 158772
PAYNE ED & PAYNE ESTATES LLC ATTN: JERRY GARZA 2401 E BUSINESS 83 WESLACO TX 78596	W3800-00-119-0000-03 WEST TRACT E264'-S100'-N760'-FT 119 0.61AC GR 0.49AC NET 1505 N TEXAS BLVD	L: 211300 B: 25981
LIU WILLIAM & CHIALING TRUSTEES WILLIAM & CHIALING FAMILY TRUST 10031 WILBUR AVE NORTHRIDGE CA 91324	W3800-00-119-0000-05 WEST TRACT E225'-N151.31'-S421.3 1' FT 119 0.78AC GR 0.56AC NET 119 W EXPRWY 83	L: 440658 B: 190233

City of Weslaco Code Enforcement Dept.

JAN 23, 2018

WAL-MART REAL ESTATE BUSINESS

W0256-00-000-001A-00

L: 7135936

WAL-MART - SWL LOT 1A

PO BOX 8050

B: 6916218

BENTONVILLE AR 72712

1306



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1527	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to approve Ordinance 2018-07, amending Ordinance 200 and Ordinance 1998-09, Codified as Chapter 134- Traffic Ordinance, adopting new regulations and ordaining other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. First reading of Ordinance 2018-07. Possible action. (Staffed By Planning and Code Enforcement Department.)			
Background: The proposed ordinance allows for greater detail than the current ordinance and its adoption should eliminate the ambiguity issues and interpretive issues that we are currently having with the current law. Major Changes: Additional and antiquated definitions have been added to clearly define each type of vehicle and the criteria for identifying a commercial vehicle. A section was amended regarding the enforcement for on and off street parking A section was added providing for several exceptions to the ordinance to account for bus routes, city vehicles and emergency vehicles.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Joe Pedraza Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			

Staff Recommendation:

Staff recommends approval

Attachments, if any:

O2018-07 amend Residential truck parking requirements

Responsibilities upon Approval:

Staff will enforce ordinance

ORDINANCE 2018-07

AN ORDINANCE AMENDING ORDINANCE NUMBER 200 AND ORDINANCE NUMBER 1998-09 THE CITY OF WESLACO TRAFFIC ORDINANCE; CODIFIED AS CHAPTER 134 OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance 200 passed and approved on September 17, 1951 and Ordinance 1998-09 passed and approved on June 16, 1998 as "Traffic Ordinance" and Codified as Chapter 134 of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the amended Traffic ordinance sections will be adopted and codified as Chapter 134 of the Weslaco Code of Ordinances and said Chapter shall read as follows:

CHAPTER 134 TRAFFIC

Sec. 134-1. - Definitions.

Box Truck. Any van with a cube-shaped storage compartment that is wider and taller than the front of the vehicle.

Gooseneck Trailer. Any vehicles without motive power designed or used for carrying property or passengers wholly on its own structure and is attached by using ball hitch in the bed of a pickup truck.

Oversized Commercial Vehicle. Any designated vehicle as listed below, or any vehicle designed for the transport of property or cargo with a gross weight rating, as those terms defined in state law, of more than fifteen thousand (15,000) pounds, or any vehicle designed for the transport of more than fifteen (15) passengers, inclusive of the driver.

Designated vehicles, for purposes of this section, are:

- Trucks, box trucks, dump trucks, truck-tractors, concrete mixing trucks, stake-bed trucks or vehicles similar to any of the listed vehicles.
- Buses, goose-neck trailers, pole-trailers, semi-trailers, trailers all of which measure twenty-five (25) feet in length or greater from end to end, or more than seven (7) feet in width at their widest point, or more than seven (7) feet in height at their highest point, or vehicles similar to any of the listed vehicles.
- The term "oversized vehicle" shall exclude any self-contained recreational vehicle which have a kitchen, bath or sleeping quarters and is specially designed for recreational purposes.

Residential District. The territory contiguous to and including any public street, alley, easement, parkway, boulevard, or public place which abuts any property zoned as residential property according to Chapter 150 Zoning Ordinance.

Semi-trailer. Any vehicle of the trailer type so designated or used in conjunction with a motor vehicle that some part of its own weight and that of its own load rests upon or is carried by another motor vehicle.

Stake-bed trucks. An open truck body having a platform with sockets at the edge into which upright stakes may be placed to form a fence around a load.

Trailer. Any vehicle without motive power designed or used for carrying property or passengers wholly on its own structure and to be drawn by a motor vehicle.

Truck. Any and all vehicles and motor vehicles whose body weight or whose rated or licensed combined body and load weight exceeds 10,000 pounds, whether such vehicle constitutes a single unit or is composed of two or more vehicles coupled together.

Truck-tractors. Any motor vehicle designed or used primarily for drawing other vehicles, and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

Sec. 134-143. - Residential truck parking requirements.

It shall be unlawful for the driver, owner or operator of an oversized commercial vehicle, as the term is defined in Section 134-1, to park the same, or permit the same to be parked, stand or remain motionless for any amount of time on any street in the city identified as a Residential District or used for residential purpose.

It shall be unlawful for any person to park or allow to be parked any oversized commercial vehicle on any property under his control on any portion of a front yard, side yard or rear yard of any area or district which is residentially zoned in accordance with Chapter 150 or used for residential purpose.

Sec. 134-144- Exceptions.

- a) Exceptions: A truck is being operated for the following limited purposes:
1. A bona fide business purpose limited to pickup and delivery of goods, merchandise, or produce at a point in the city which is not accessible by a City identified truck route;
 2. To provide emergency medical services or conduct rescue operations for persons in health or life endangered situations;
 3. The operation of trucks owned or operated by the city's public utilities, or any contractor or materialman, while engaged in the repair, maintenance or construction of streets, street improvements, or street utilities within the city limits;
 4. To comply with an official detour order of the city or of another authorized public authority; or

5. Private and public-school buses.

b) All trucks operating pursuant to the authority of this section:

1. Shall proceed only over the truck route; and

2. Shall deviate only at the intersection with the street upon which such traffic is permitted, nearest to its destination point. Upon leaving the destination point, a deviating truck shall return to the truck route by the shortest route available.

c) Parking: When engaged in a bona fide business purpose as set out in subsections (a)(1), (2), and (3) of this section, and which must be completed within a reasonable period of time.

d) Parking of any oversized commercial vehicle in commercial or industrial zones shall be permitted and shall be in accordance with article VI of this chapter.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 20th day of February 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1553
From:		
Subject: Discussion and consideration to approve an interlocal agreement with the Weslaco Independent School District for the paving of certain school parking lots and authorize the Mayor to execute any related documents. Possible action. (Requested by Weslaco Independent School District.)		
Background: Formal request forthcoming from District; interlocal agreement should be provided at meeting.		
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: Recommendation pending evaluation of interlocal		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2017-1454	
From:			
Subject: Discussion and consideration on City Cemetery burial requirements. (Staffed by Parks and Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments: For discussion only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: February 20, 2018	Agenda Item No. (to be assigned by CSO): 2018-1537
From:	
Subject: Discussion and consideration to submit a Letter of Application to the Department of Customs and Border Protection for additional inspection services at the Mid Valley Airport Customs Facility and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)	
Background: Airport staff is requesting to submit a Letter of Application to Customs and Border Protection (CBP) under the Reimbursable Services Program for additional inspection services. Jet service is steadily increasing and so is the demand for after hour aircraft service for International flights. Our current Port Agreement is for CBP services during the Fuel Based Operator's (FBO's) hours of operation, which are, Monday – Friday 8am to 6pm and Saturday from 7 am to 5 pm. As per federal law, all International Points of Entry require Customs and Border Protection Services, primarily inspection services and immigration processing. When the City began operations back in 2011, the City negotiated a Port Agreement which stipulated the hours of operations for coverage services. Unfortunately, aircraft requiring CBP services after the agreed upon hours, have not been permitted to land at our airport and have been deviated to Harlingen and McAllen, creating a loss of revenue. The hours of operations were based on International traffic counts and CBP union labor negotiations. With the return of several tenants, whom use CBP services, the need to increase FBO and International services has grown. According to CBP representatives, there are two programs available to us for review. The first program is the Reimbursable Services Program which allows for extended coverage services. The Port, upon reservation needs, will dispatch two agents (as per their union agreement) for calls after hours. According to CBP labor agreement, two officers will be dispatched for after hours at a double overtime rate. The rate will vary by reservation and agent work schedule. The rate of expense reflects the most senior agents rate of pay and both agents will receive the higher rate. Typically, the cost per hour is \$350. What remains to be determined, is if the overtime rate applies for just the hour they are at the airport or hours waiting at the bridge plus the hour at the airport. The second program is costly as we will be responsible for upgrading the IT infrastructure at a cost of \$180,000 for a minimum 5-year agreement. All upgrades must follow federal "useful life" guidelines (usually 3-years). Plus, the cost of two agents, including all fringe benefits. Typically, the cost is \$140,000 per year per agent. The agents work a 40 hour week, so after hours, again are at a double overtime rate. The financial costs, alone make this option prohibited based on the current and	

immediate traffic counts for incoming International flights.

Staff inquired about amending the Port Agreement. This is something they have very little interest in doing since, these two programs generate substantial revenue for the regional office.

At the next EDC meeting, staff will be presenting a request for funding for a two-year pilot program for the extended services and extended hours.

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):

The item has been discussed at various advisory board meetings. It is recommended the item be presented at a future meeting once a final budget and program outline are ready for approval.

Elizabeth Walker	Created/Initiated
Andrew Muñoz	Approved
Mike Perez	Final Approval

City Manager Comments:

Approved.

Staff Recommendation:

Staff recommends approval.

Attachments, if any:

CBP Extended Services Budget Costs, Reimbursable Services Program Info

Responsibilities upon Approval:

Sample Hourly Rate for Overtime

The table below reflects the average hourly cost for a GS-12 Step 5 employee at the location, assuming a 38.95% government contribution rate and 15% overhead:

GS-12 Step 5	Pharr and Anzalduas
Overtime	\$75.48
Medicare (1.45%)	\$1.09
FICA (6.2%)	\$4.68
FERS 1 Pct (1%)	\$0.75
FERS Matching (4%)	\$3.02
FERS Annuity (26.3%)	\$19.85
Contribution Subtotal	\$29.40
Overhead (15%)	\$15.73
Total Hourly Rate	\$120.62

Work Hours Available based on Projected Program Budget

This table provides projected annual CBP work hours available* based on an estimated 1st year program budget and the Total Hourly Rate for a GS-12 Step 5 employee at the location:

	Laredo
1 st Year Available Budget	\$100,000
GS-12/5 Total Hourly Rate	\$120.62
Total Annual Hours Available*	829
Available Hours: Per Month	69
Available Hours: Per Week	16
Available Hours: Per Day	2.30

* CBP work hours available will vary based on actual Total Hourly Rate per employee and the Available Budget; e.g. Hours Available will increase based on lower Hourly Rates applied against the same Available Budget.



Alternative Funding Programs

Reimbursable Services Program

The Reimbursable Services Program (RSP) enables partnerships between CBP and private sector or government entities, allowing CBP to provide additional inspection services upon the request of stakeholders.

Types of Services Included	Authorizes reimbursement for customs, immigration, agricultural processing, border security, and support services
Length of Agreements	Agreements have no term limits
Limitations in the Airport Environment	Airports with >100,000 international passenger arrivals annually may reimburse CBP for only overtime services Airports with <100,000 international passenger arrivals annually may reimburse CBP for up to 5 full-time CBP Officers and for overtime services
Impact on Existing Operations	Agreements may not unduly and permanently impact existing services
Location of Services	Permits agreements at any facility where CBP provides or will provide services

Applications	Evaluation	Selection
Application information and evaluation timeline can be found on CBP.gov/RSP. At a minimum, letters of application should detail the services requested, location, facilities, funding and other considerations listed on the Application Guidance page on CBP.gov/RSP.	Multi-layered evaluation of impact to stakeholders and the CBP mission; Criteria include: • Impact and benefits on CBP operations • Funding reliability • Community concerns • Health and safety • Other agency support • Community/economic benefits • Feasibility of implementation	CBP and Selectees: • Sign a binding fee agreement • Sign a local memorandum of understanding outlining the services, schedules, and other conditions for the location(s) covered by the agreement • Establish an electronic bill payment account through Pay.gov for overtime services

Operations
CBP works with stakeholders to fulfill service requests and establish local recurring meetings for the purposes of program planning. Stakeholders requesting overtime services receive a monthly metrics report and electronic bill when services are provided. Costs associated with these services may include salary, overtime, benefits, travel, training, and a 15% administrative fee (19 CFR 24.21). Reimbursement for overtime services must be remitted through Pay.gov within 15 days of the posted e-bill. CBP may require that the costs described above be paid in advance of the performance of services.

For More Information:

Potential applicants and interested parties can find additional information on www.cbp.gov/RSP, and may submit questions regarding the Reimbursable Services Program and the application process to:

RSP@cbp.dhs.gov.

 Official website of the Department of Homeland Security



U.S. Customs and Border Protection

Application Guidance

Announcements

</border-security/ports-entry/resource-opt-strategy/public-private-partnerships/reimbursable-services-program>

Application Guidance

</border-security/ports-entry/resource-opt-strategy/public-private-partnerships/reimbursable-services-program/application-guidance>

Program and Partners

</border-security/ports-entry/resource-opt-strategy/public-private-partnerships/reimbursable-services-program/program-and-partners>

How to Apply

To request participation in this program, a detailed letter of application should be submitted to RSP@cbp.dhs.gov (<mailto:RSP@cbp.dhs.gov>).

In an expansion from previous years, the submission period will remain open indefinitely, with three evaluation windows annually, as described in the table below.

Application Received Between the following Dates	Evaluation Begins
February 1, 2017- February 28, 2017	March 2017
March 1, 2017 - June 30, 2017	July 2017
July 1, 2017 - October 31, 2017	November 2017
November 1, 2017 - February 28, 2018	March 2018

Requesting parties will be notified of receipt of their letter of application and may be asked to provide additional information. Each application will be evaluated and CBP will select those who have demonstrated a need for CBP services and a commitment to entering into a partnership.

If possible, interested applicants are encouraged to coordinate with the affected CBP Field Office and ports of entry in developing their letters of application.

Application Requirements

At a minimum, please address the following questions regarding services requested, location, facilities, funding and other considerations in your submission:

Category	Questions to Answer
Stakeholder Information	• What is your contact information and do you have the designated authority to apply on behalf of your organization?
	• Does your organization have the legal authority to enter into an agreement with CBP?

Evaluation Criteria

CBP will consider the following factors in evaluating applications:

Criteria	Example Evaluation Factors
Impact on CBP Operations	Whether the application poses an adverse impact or future benefit to CBP operations.
Community and Industry Concerns	Whether the application has the support of impacted local and regional stakeholders.
Health & Safety Concerns	Whether the application has any health and safety concerns for employees or the public.
Local/Regional Economic Benefits	Whether the application presents measurable local, regional, and national economic and community benefits, including enhanced travel and trade.
Feasibility of Program Use	Whether the program will be utilized by the applicant and/or if services are able to be provided by CBP.

Program Requirements

If tentatively selected, applicants must meet the following requirements for implementation of services at the requested POE:

- Complete a Non-Disclosure Agreement if applicable; (and agriculture compliance agreement if applicable);
- Agree to offset CBP costs for services requested as required by Section 481 of the Homeland Security Act, 2002, as amended by the Cross-Border Trade Enhancement Act, 2016;
 - Costs include the overtime rate, benefits and a 15% administrative fee (19 CFR 24.21).
- Agree to either remit payments to CBP within 15 days of billing via the Department of Treasury's Pay.gov system, or to enter into an advanced payment plan, if determined necessary by the Commissioner;
- Complete a site visit where CBP officials visit to discuss workload and services, and verify that facilities and equipment meet CBP's specifications as required by Section 481 of the Homeland Security Act, 2002, as amended by the [Cross-Border Trade Enhancement Act, 2016](https://www.congress.gov/bill/114th-congress/house-bill/875/text?q=%7B%22search%22%3A%5B%22hr+875%22%5D%7D&r=1) (<https://www.congress.gov/bill/114th-congress/house-bill/875/text?q=%7B%22search%22%3A%5B%22hr+875%22%5D%7D&r=1>);
- Sign a binding standard fee services agreement; and
- Sign a local memorandum of understanding outlining the services, schedules, and other conditions for the location(s) covered by the agreement.

Last published: January 23, 2018

Tags: Border Security, Port Security, Reimbursable Services Program (RSP)

Share This Page.



(<https://www.facebook.com/sharer/sharer.php?u=https://www.cbp.gov/border-security/ports-entry/resource-opt-strategy/public-private-partnerships/reimbursable-services-program/application-guidance>)



(<https://twitter.com/intent/tweet?text=Application+Guidance&url=https://www.cbp.gov/border-security/ports-entry/resource-opt-strategy/public-private-partnerships/reimbursable-services-program/application-guidance&via=cbp>)



([https://www.linkedin.com/shareArticle?mini=true&url=https://www.cbp.gov/border-security/ports-entry/resource-opt-strategy/public-private-partnerships/reimbursable-services-program/application-guidance&title=Application](https://www.linkedin.com/shareArticle?mini=true&url=https://www.cbp.gov/border-security/ports-entry/resource-opt-strategy/public-private-partnerships/reimbursable-services-program/application-guidance&title=Application+Guidance&summary=&source=)



(<https://plus.google.com/share?url=https://www.cbp.gov/border-security/ports-entry/resource-opt-strategy/public-private-partnerships/reimbursable-services-program/application-guidance>)



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1508
From:		
Subject: Discussion and consideration to approve the Fiscal Year 2017-2018 Proposed Street Improvement Project and authorize the Mayor to execute any related documents. Possible action. (Approved the top five on December 19, 2017; Staffed by Public Works.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Pete Garcia Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: FY 17-18 STREET IMPROV. PROPOSED PROJECTS Rev.1.23.18		
Responsibilities upon Approval:		

CITY OF WESLACO
PUBLIC WORKS DEPARTMENT
FY 2017/2018 PROPOSED STREET IMPROVEMENT PROJECTS LISTING

Estimated Re-Construction/Overlay Cost

	Street	From	To	Type of Repair	Miles	Sq. Ft.	Hot Mix (Tons)	Cost \$51.40	Caliche (Tons)	Cost \$12.20	MC30 Oil (Gal)	Cost \$5.25	Total Cost
1	Adams St. (Sugarcane Apartments)	Bridge Ave.	Eisenhower	Reconstruction	0.19	18,000	375	\$ 24,112.50	337	\$ 3,875.50	700	\$ 4,200.00	\$ 32,188.00
2	Sugarcane Dr. (Section A)	Vo-Tech	West side of IDEA School	Reconstruction	0.19	38,000	528	\$ 27,139.20	533	\$ 6,502.60	700	\$ 3,675.00	\$ 37,316.80
3	Sugarcane Dr. (Section B)	IDEA School	FM 1015	Reconstruction	0.31	62,700	871	\$ 44,769.40	880	\$ 10,736.00	1155	\$ 6,063.75	\$ 61,569.15
4	Agostadero St.	Kansas Ave.	Illinois Ave.	Reconstruction	0.05	8,540	119	\$ 6,116.60	240	\$ 2,928.00	214	\$ 1,123.50	\$ 10,168.10
5	8th St.	East of Airport	to East High School	Reconstruction	0.06	12,160	253	\$ 13,004.20	341	\$ 4,160.20	300	\$ 1,575.00	\$ 18,739.40
6	Iowa Ave.	7th St.	8th St.	Reconstruction	0.12	17,136	238	\$ 12,233.20	481	\$ 5,865.20	428	\$ 2,247.00	\$ 20,348.40
7	2nd St.	Bridge Ave.	Dolores Huerta	Reconstruction	0.13	17,955	249	\$ 12,798.60	504	\$ 6,148.80	466	\$ 2,446.50	\$ 21,393.90
8	Border Ave.	Frontage Rd.	Delma St.	Overlay	0.38	76,000	1056	\$ 54,278.40	0	\$ -	1400	\$ 7,350.00	\$ 61,628.40
9	Woodland Dr.	Tanglewood	Spicewood Dr.	Overlay	0.18	36,100	501	\$ 25,751.40	0	\$ -	665	\$ 3,491.25	\$ 29,242.65
10	Spicewood Dr.	Woodland Dr.	Tanglewood	Overlay	0.10	20,900	290	\$ 14,906.00	0	\$ -	385	\$ 2,021.25	\$ 16,927.25
11	Pike Blvd.	Section behind Movies 10		Reconstruction	0.09	22,500	313	\$ 16,088.20	631	\$ 7,698.20	315	\$ 1,653.75	\$ 25,440.15
12	18th St.	Westgate Dr.	Border Ave.	Overlay	0.48	97,128	1349	\$ 69,338.60	0	\$ -	1789	\$ 9,392.25	\$ 78,730.85
13	Westgate Dr.	Frontage Rd.	Traffic Light @ Blue Wave	Overlay	0.07	31,816	442	\$ 22,718.80	0	\$ -	272	\$ 1,428.00	\$ 24,146.80
14	Mile 5 1/2 W.	Mile 10 Rd.	700 ft South of Tahoe St.	Reconstruction	0.53	83,880	1165	\$ 59,881.00	2353	\$ 28,706.60	1957	\$ 10,274.25	\$ 98,861.85
15	Pike Blvd.	Texas Blvd.	Dolores Huerta	Reconstruction	0.61	121,027	1681	\$ 86,403.40	3395	\$ 41,419.00	1100	\$ 5,775.00	\$ 133,597.40
16	Thicket	Cactus Dr.	Dead End	Reconstruction	0.22	32,060	445	\$ 22,873.00	900	\$ 10,980.00	802	\$ 4,210.50	\$ 38,063.50
TOTALS:					3.49	663,842	9875	\$ 489,539.50	9695	\$ 118,040.10	11846	\$ 62,716.50	\$ 708,362.60

**Schedule is subject to change and weather permitting*

GRAND TOTAL: \$ 708,362.60

FY 2017/2018 INITIAL BUDGET: \$ 500,000.00
LESS DRAINAGE IMPROVEMENTS \$ (100,000.00)
FY 2017/2018 FINAL BUDGET: \$ 400,000.00



Standardized Agenda Request Form

Date of Meeting: February 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1529	
From:			
Subject: Discussion and consideration to award the rehabilitation/repair of manholes based on Request For Bids No. 2017-18-06 to the most advantageous bidder, O.M.T. Utilities, in the combined cost not to exceed \$71,150.00, authorize a budget amendment as appropriate, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: 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):			
Lucy Espinoza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: MANHOLE REHAB BIDS - 2017-18-06			
Responsibilities upon Approval:			

CITY OF WESLACO
Manhole Rehabilitation / Repair
RFB No.: 2017-18-06
BID FORM

The RDH Site and Concrete, LLC (vendor), having read the instructions and specifications, proposes to furnish the below noted services for the full and firm price, in full compliance with the safety requirements and specifications.

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

Locations / Legal Descriptions are as follows: **Manhole rehab or remove and replace to include stabilized backfill.** Pricing must include all applicable labor, material, disposal, permit fees, equipment, and insurance.

Manhole No.: 1

Located at Mile 5 North and Venezuela - Weslaco, Texas \$ \$20,000.00

Manhole No.: 2

Located at Mile 5 North about 180' West of Westgate - Weslaco, TX \$ \$20,000.00

Manhole No.: 3

Located at South Border Ave. and 25th Street - Weslaco, TX \$ \$20,000.00

Manhole No.: 4

Located at the entrance of HEB Warehouse off Westgate / Whataburger
Weslaco, TX \$ \$20,000.00

Grand Total \$ 80,000.00

Completion Date: 45 Days (Upon Notice to Proceed)

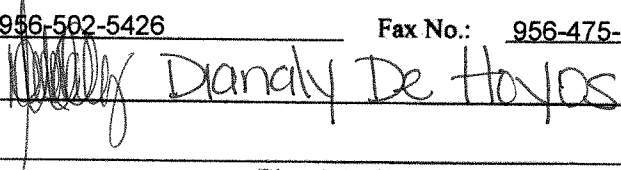
The Bids must be signed by an authorized representative to become valid.

Company: RDH Site and Concrete, LLC

Address: 3809 Clavel St. Suite D

City/State/Zip: Palmview, Texas 78572

Phone No.: 956-562-5426 Fax No.: 956-475-3917

Signature:  Dianaly De Hoyos

(Please Print Above Signature)

Title: General Manager

CITY OF WESLACO
Manhole Rehabilitation / Repair
RFB No.: 2017-18-06
BID FORM

The Southern Trenchless Solutions, LLC (vendor), having read the instructions and specifications, proposes to furnish the below noted services for the full and firm price, in full compliance with the safety requirements and specifications.

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

Locations / Legal Descriptions are as follows: **Manhole rehab or remove and replace to include stabilized backfill.** Pricing must include all applicable labor, material, disposal, permit fees, equipment, and insurance.

Manhole No.: 1

Located at Mile 5 North and Venezuela - Weslaco, Texas \$ 16,500.00

Manhole No.: 2

Located at Mile 5 North about 180' West of Westgate - Weslaco, TX \$ 16,500.00

Manhole No.: 3

Located at South Border Ave. and 25th Street - Weslaco, TX \$ 32,000.00

Manhole No.: 4

Located at the entrance of HEB Warehouse off Westgate / Whataburger
Weslaco, TX \$ 7,500.00

Grand Total \$ 72,500.00

Completion Date: 21 Working Days (Upon Notice to Proceed)

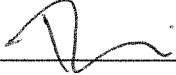
The Bids must be signed by an authorized representative to become valid.

Company: Southern Trenchless Solutions, LLC

Address: 1200 W. Expressway 83

City/State/Zip: La Feria, Texas 78559

Phone No.: (956) 277-0354 Fax No.: (956) 277- 0355

Signature: 

Ramon Closner

(Please Print Above Signature)

Title: Owner

CITY OF WESLACO
Manhole Rehabilitation / Repair
RFB No.: 2017-18-06
BID FORM

The Owens Corning Utilities (vendor), having read the instructions and specifications, proposes to furnish the below noted services for the full and firm price, in full compliance with the safety requirements and specifications.

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

Luis Reyes III

Locations / Legal Descriptions are as follows: **Manhole rehab or remove and replace to include stabilized backfill.** Pricing must include all applicable labor, material, disposal, permit fees, equipment, and insurance.

Manhole No.: 1

Located at Mile 5 North and Venezuela - Weslaco, Texas

\$ 14,800⁰⁰

Manhole No.: 2

Located at Mile 5 North about 180' West of Westgate - Weslaco, TX

\$ 14,800⁰⁰

Manhole No.: 3

Located at South Border Ave. and 25th Street - Weslaco, TX

\$ 35,450⁰⁰

Manhole No.: 4

Located at the entrance of HEB Warehouse off Westgate / Whataburger
Weslaco, TX

\$ 6,100⁰⁰

Grand Total \$ 71,150⁰⁰

Completion Date: 30 business days (Upon Notice to Proceed)

The Bids must be signed by an authorized representative to become valid.

Company: O. m. T. Utilities

Address: 1906 S. Pleasantview

City/State/Zip: Weslaco TX. 78526

Phone No.: 956-778-0140 Fax No.: _____

Signature: [Signature]

Luis Reyes III
(Please Print Above Signature)

Title: owner

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

INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

DATE: February 12, 2018

TO: Mayor and City Commission

CC: Mike R. Perez, City Manager

FROM:  Veronica Ramirez, Human Resources Director

Subject: Professional Services Agreement

A renewal of professional services agreement with Montalvo Insurance Agency for Loss Control and Risk Management Services for loss control and risk management services. Proposal includes 160 projected annual hours of loss control & risk management services. Proposal includes: Hazard assessments, On-site safety inspections, on-site field training, train the trainer program for supervisors, etc.

Staff recommends approval.

Loss Control & Risk Management Contract

Project Name: City of Weslaco Loss Control & Risk Management Services for the Workers Compensation Program

Project Start Date: February 20, 2018

Project End Date: February 20, 2019

Project Description: Workers Compensation Hazard Inspections & Risk Management Services

**City of Weslaco will provide the following data to Montalvo Insurance Agency & *J.C.V.C.C.S.
(Subcontractor)**

- Workers Compensation Loss Runs for the last 3 years.
- Contact information for various department heads/administrators to conduct noted monthly/quarterly hazard surveys/inspections.
- Safety manuals used by the City of Weslaco for its employees to review for compliance.

Project Scope includes:

- Initial Hazard Risk Assessment Evaluation
- Review Past On-Site Safety Inspections (to follow up on corrective action)
- Administrative Report
- On-Site Field Safety Training (Bilingual when necessary)
- Monthly/Quarterly Hazard Surveys/On-Site Assessments
- Administrative Report on findings of Hazard Surveys/On-Site Assessments
- Program Development
- Development Training on Safety Programs
- Train city department's supervisors on noted hazards. (Train the trainer program)

Project Costs:

- \$27,500 per year (Billing: 50% deposit due after execution of signed contract then balance is due in 6 months) Cost includes 160 projected annual hours of loss control and risk management services. Contract will continue after one year at said cost until a 30 day written notice is acquired by either party advising of cancellation.
- NOTE: Expenses, training materials and travel time/mileage costs are included in our proposed cost assessment.

Offer: Montalvo Insurance Agency

Offer Date: 02/20/2018 – 02/20/2019

Project Approval: _____

Approval Date: _____

* **J.C. Villafranca Consulting Claims Service, LLC (Loss Control Subcontractor)**