



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 15, 2019**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, January 15, 2019 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

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

II. PUBLIC COMMENTS

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

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 Jamie & Jessica Rodriguez to approve Conditional Use Permit to operate an Event Center at 331 S. Texas Blvd. Also being Lot 17, Block 26, Original Townsite, Weslaco, Hidalgo County, Texas. (Staffed by Planning & Code Enforcement Department.)

- B. To solicit input on behalf of Eric Fonseca to approve Conditional Use Permit to obtain a Wine and Beer Retailer's Permit, Retail Dealer's On-Premise Late Hours License at 606 S. Missouri. Also being Lot 4, Block 51, Original Townsite of Weslaco, Hidalgo County, Texas. Requires three-fourths vote to approve late hours permit. (Staffed by Planning and Code Enforcement Department.)
- C. To solicit input on behalf of Juan Medina to rezone 725 N. Kansas. Also being lot 15, 16 & 17 Blk 1, White Subdivision Weslaco, Hidalgo County, Texas from R-1 One-family Dwelling District to B-1 Neighborhood Business District. (Staffed by Planning and Code Enforcement Department.)

IV. **CONSENT AGENDA**

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

- A. Approval of the following Minutes:
 - 1) Regular Meeting on December 18, 2018; and
 - 2) Record of Workshop on December 18, 2018 (Staffed by City Secretary's Office.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approval of Ordinance 2018-45 rezoning 1430 N Milano Rd. Also being 4.613 acres out of Farm Tract 154 Blk 179 West Tract Subdivision Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held December 18, 2018; Staffed by Planning and Code Enforcement Department.) Attachment
- C. Approval of a Mid Valley Airport Hangar Lease Agreement with Hendrickson Flying Service, Inc., Hangar E-1, and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment
- D. Authorization to solicit an Invitation for Sealed Bids for the installation of an Automated Weather Observation System with Optional Present Weather Sensor and Thunder Strike Alert (AWOS III PT) and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment

- E. Acceptance of funds in the amount of \$15,000.00 from the U.S. Department of Justice United States Marshals Services for overtime operations by the City of Weslaco Police Department pursuant to the Memorandum of Understanding and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- F. Approval of the request from the Weslaco Area Chamber of Commerce to hold the 30th Annual Texas Onion Fest on Saturday, March 23, 2019 at the Mayor Pablo G. Pena City Park, to sell beer during the event, to place a banner promoting the event at the intersection of Texas and Pike Boulevard and Westgate and Frontage for two weeks prior to the event, to waive appropriate fees from ordinances associated with event and authorize the Mayor to execute any related document. (Requested by Weslaco Area Chamber of Commerce.) Attachment
- G. Approval to accept financing proposal from City National – Capital Finance for purchase of Fire Department 2019 F-250 4x4 Crew Cab and a 2019 F-550 Chassis 4x4 Regular Cab with aftermarket equipment in the amount of \$74,561.92 and authorize the Mayor to execute any related documents. (Staffed By Finance Department.) Attachment
- H. Approval on renewal of the Interlocal Cooperation Agreement with the County of Hidalgo for Rural Emergency Services and authorize the Mayor to execute any related documents. (Staffed by Weslaco Fire-EMS Department.) Attachment
- I. Approval on Ordinance 2019-01 amending Ordinance 2000-06 designating a staff member from the City Secretary Office as the Local Registrar and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-01. (Staffed by the City Secretary Office.) Attachment
- J. Approval on Third Amendment to Inter-local Cooperation Agreement between County of Hidalgo and City for utilization of space at City Hall for Precinct 1 offices and authorize the Mayor to execute any related documents. (Staffed by City Manager.) Attachment

V. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Jamie & Jessica Rodriguez to approve Conditional Use Permit to operate an Event Center at 331 S. Texas Blvd. Also being Lot 17, Block 26, Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Planning & Code Enforcement Department.) Attachment

- B. Discussion and consideration after public hearing on behalf of Eric Fonseca to approve Conditional Use Permit to obtain a Wine and Beer Retailer's Permit, Retail Dealer's On-Premise Late Hours License at 606 S. Missouri. Also being Lot 4, Block 51, Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Requires three-fourths vote to approve late hours permit. Possible Action. (Staffed by Planning and Code Enforcement Department.) Attachment
- C. Discussion and consideration to approve the Single Lot Variance for Camar Subdivision— being a .1456 acres out of Farm Tract 17 of the West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 1500 ft. South of Interstate 2 and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Planning and Code Enforcement Department.) Attachment
- D. Discussion and consideration after public hearing on behalf of Juan Medina to approve Ordinance 2019-02 rezoning 725 N. Kansas. Also being Lot 15, 16 & 17 Blk 1 White Subdivision Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-02. Possible Action. (Staffed by Planning and Code Enforcement Department.) Attachment
- E. Discussion and consideration to execute the Dedication Deed from DWR Development Group, LLC to the City of Weslaco for conveyance of Lot 2, Villa Verde Estates Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Planning and Code Enforcement Department.) Attachment
- F. Discussion and consideration to approve payment to Republic Services in the amount of \$28,576.87 for flood debris removal for total payment to date in the amount of \$620,214.37 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- G. Discussion and consideration to enter into a Mile after Mile Option #2 agreement with Kinloch Equipment Co. to lease a 2018 Vactor Truck and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Attachment
- H. Discussion and consideration to purchase a Main Line and Push TV System from Kinloch Equipment and Supply, Inc. in the total amount of \$64,986.00 through Buyboard Vendor Contract #515-16 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.) Attachment

- I. Discussion and consideration to approve the Interlocal Agreement with the City of Mercedes to provide ambulance billing and associated support services, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Attachment

- J. Discussion and consideration on request from V.F.W Post 12178 to use Mayor Pablo Pena Park for a Music Festival and Bike Run on April 6, 2019 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment

- K. Discussion and consideration an Interlocal Agreement with the Weslaco Independent School District for the use of various softball fields and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment

- L. Discussion and consideration on extension of Agreement with American Financial Bureau for delinquent Municipal court Fines and Fees Collection Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Municipal Court.) Attachment

VI. 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 and interview on the selection process of the City Secretary for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- C. Contract Negotiations – Discussion with the City Manager and City Attorney on negotiated proposal relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by §551.071 of the Texas Government Code.
- D. Legal Consultation - Seek City Attorney opinion relating to the mediation with CDM as authorized by §551.071 of the Texas Government Code.
- E. Real Property – Consultation with City Attorney on the purchase of real property legally described as Canal Heights Block 2, Lot 10, .1101 acres located at 1213 Largo Street as authorized by §551.072 of the Texas Local Government Code.
- F. Legal Consultation - Consultation with City Attorney regarding City of Weslaco v. Briones Consulting and Engineering as authorized by §551.071 of the Texas Government Code.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. 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 11th day of January, 2019 at 4:45 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/ Adelaida Vega, Interim City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2151	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral recognition. E. Roll Call			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Bacilio Castillo from Pave the Way 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 2018 election			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2180	
From: Joe Pedraza			
Subject: To solicit input on behalf of Jamie & Jessica Rodriguez to approve Conditional Use Permit to operate an Event Center at 331 S. Texas Blvd. Also being Lot 17, Block 26, Original Townsite, Weslaco, Hidalgo County, Texas. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to operate an Event Center. Twenty- two (22) property owners within 200 feet of the applicant's property were notified by letter on December 21, 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 application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on December 17, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval of the request on January 2, 2019.			
Rebekah De La Fuente		Created/Initiated	
Joe Pedraza		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve solicitation of comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will notify applicant.			



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2181	
From: Joe Pedraza			
Subject: To solicit input on behalf of Eric Fonseca to approve Conditional Use Permit to obtain a Wine and Beer Retailer's Permit, Retail Dealer's On-Premise Late Hours License at 606 S. Missouri. Also being Lot 4, Block 51, Original Townsite of Weslaco, Hidalgo County, Texas. Requires three-fourths vote to approve late hours permit. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit, Retail Dealer's On-Premise Late Hours License. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on December 21, 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 application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on December 17, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval of the Wine and Beer Retailer's Permit and denial of the Retail Dealer's On-Premise Late Hours License on January 2, 2019.			
Rebekah De La Fuente Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve solicitation of comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will notify applicant.			



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2182	
From: Joe Pedraza			
Subject: To solicit input on behalf of Juan Medina to rezone 725 N. Kansas. Also being lot 15, 16 & 17 Blk 1, White Subdivision Weslaco, Hidalgo County, Texas from R-1 One-family Dwelling District to B-1 Neighborhood Business District. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-1 Neighborhood business district. Thirty (30) property owners within 200 feet of the applicant's property were notified by letter on December 21, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on December, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval of the request on January 2, 2019.			
Rebekah De La Fuente		Created/Initiated	
Joe Pedraza		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve solicitation of comments.			
Staff Recommendation: Staff recommends approval based on surrounding commercial zoned properties to the West and North.			
Attachments, if any:			
Responsibilities upon Approval: Staff will notify applicant.			



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2156	
From:			
Subject: Approval of the following Minutes: 1) Regular Meeting on December 18, 2018; and 2) Record of Workshop on December 18, 2018 (Staffed by City Secretary's Office.) Attachment.			
Background: Record of commission action of Regular meeting and workshop meeting on December 18, 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):			
Aida Vega		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: 181218 record of workshop, 181218 minutes b			
Responsibilities upon Approval: Execute and retain.			



**A RECORD OF THE WORKSHOP MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, DECEMBER 18, 2018**

On Tuesday, December 18, 2018, at 5:00 p.m. the City Commission of the City of Weslaco, Texas convened in a Workshop Meeting for a tour of Weslaco departing from City Hall, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	Greg Kerr
Commissioner	Leo Munoz
Commissioner	Jose "J.P." Rodriguez
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
Interim City Secretary	Aida Vega

Also present: Joe Pedraza, Interim Planning and Code Enforcement Director; Antonio Lopez, Fire Chief; Joel Rivera, Police Chief; Leo Gonzalez, IT Director, Yvette Mendoza, Finance Director Andrew Munoz, Airport Director, Andrew 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, December 14, 2018.

B. Roll Call.

Aida Vega, Interim City Secretary, called the roll, noting a perfect attendance and a quorum present.

II. NEW BUSINESS

A. Presentation on the Statement of Qualifications from GIGNAC, Negrete & Kolar Architects, LLP and Sam Garcia Architect Architectural Design Firms for professional services for the Architectural Design of the North Side Sports Complex Project.

Commissioner Muñoz abstained from discussion.

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

Andrew Munoz, Airport Director, stated firms drew to determine order and advised 5 minutes allocated for each presentation and for questions and answers. The City Manager instructed the

Commission to rank each of the firms on the scoring matrix. Staff will calculate the scores and make a recommendation at the regular meeting scheduled today 5:30 p.m.

Those firms not presenting left the Legislative Chambers until called as a professional courtesy.

Gignac Engineering, Sam Garcia Architect and Negrete & Kohler Architects LLP each in turn presented their qualifications, project experience, team expertise, commitment to quality of service and cost control of the project.

In response to questions; each presenter outlined their strengths, time line completion and ability to meet MEP Commissioning Management.

III. ADJOURNMENT

With no other business before the commission the workshop adjourned at 5:38 p.m.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

INTERIM CITY SECRETARY, Aida Vega



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, DECEMBER 18, 2018**

On Tuesday, December 18, 2018, at 5:33 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 member's presence.

Mayor	David Suarez
Mayor Pro-Tem	Greg Kerr
Commissioner	Gerardo "Jerry" Tafolla
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
Commissioner	Jose "J.P." Rodriguez
Commissioner	Leo Muñoz
City Manager	Mike R. Perez
Interim City Secretary	Aida Vega
City Attorney	Juan E. Gonzalez

Also present: Yvette Mendoza, Finance Director; Omar Rodriguez, Parks and Recreation Director, Olga Garza, Asst. Public Works Director; Leo Gonzalez, Information Technology Director; Joe Pedraza, Interim Planning and Code Enforcement Director; Tony Lopez, Fire Chief; Joel Rivera. Police Chief; Andrew Munoz, Airport Director; Pete Garcia, Public Works Director; Arnold Becho, Library Director; and other staff members

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Pro Tafolla called the meeting to order and certified the public notice of the meeting as properly posted Friday, December 14, 2018.

B. Invocation.

Rev. Arturo Cardenas Avalos from St. Pius X Catholic Church, led the invocation.

C. Pledge of Allegiance.

Mayor Pro Tem Kerr led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None.

E. Roll Call.

Aida Vega, Interim City Secretary, called the roll, noting perfect attendance.

II. PUBLIC COMMENTS

Andrew Munoz, Airport Director, announced the State of the City Address was scheduled for Wednesday, February 27, 2019 at Knapp Medical Conference Room extending an invitation to the public.

III. PUBLIC HEARING

A. To solicit input on behalf of Melden & Hunt, Inc. to rezone 1430 N Milano Rd. Also being 4.613 acres out of Farm Tract 154 Blk 179 West Tract Subdivision Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District. (Staffed by Planning and Code Enforcement Department.)

Commissioner Tafolla, seconded by Commissioner Lopez, moved to open the public hearing at 5:45 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

There were none.

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

IV. CONSENT AGENDA

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

A. Approval of the Minutes of the Regular Meeting on December 4, 2018. (Staffed by City Secretary's Office.)

B. Authorization to solicit Requests for Proposals (RFP) for the City's Telecommunication, Data and Internet services (City owned buildings) and authorize the Mayor to execute any related documents. (Staffed by Information Technology Department.)

C. Approval of Resolution 2018-72 appointing Yvette Mendoza, Finance Director, as an Authorized Representatives to conduct business with TexPool Participant Services, and authorize the Mayor to execute any related documents. (Staffed by Finance Department).

D. Approval of Resolution 2018-73 authorizing the Mayor and City Commission, identifying Finance Director Yvette Mendoza and Interim City Secretary to exercise certain powers identified with BBVA Compass Bank, including opening of accounts, certificates of deposit, transferring funds, securing safe deposit boxes, and making inquiries pertaining to accounts and authorize the Mayor and Commission to execute any related documents. (Staffed by Finance Department.)

E. Approval of Resolution 2018-74 authorizing designated individuals as signatories on certain legal financial documents with BBVA Compass Bank for the \$240,000 Marion Booth Endowment Certificate of Deposit, and authorizing the Mayor to execute any related documents. (Staffed by Finance Department.)

F. Approval of Resolution 2018-75 authorizing designated individuals as signatories on certain legal financial documents with Navy Army Community Credit Union for the \$240,000 Marion Booth Endowment Certificate of Deposit, and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

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

For the record, following are the resolutions.



Resolution Amending Authorized Representatives

RESOLUTION 2018-72

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

• Required Fields

1. Resolution

WHEREAS,

CITY OF WESLACO

Participant Name*

17171713141

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/ TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool/ TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Yvette Mendoza Finance Director
Name Title
91516811811 9151681111 ymendoza@weslacotx.gov
Phone Fax Email
Signature _____

2. Sonia Flores Assistant Finance Director
Name Title
91516811311811 91516811711171 sflores@weslacotx.gov
Phone Fax Email
Signature _____

3. Rosalinda Cavazos Accountant
Name Title
91516811311811 91516811711171 rcavazos@weslacotx.gov
Phone Fax Email
Signature _____

1. Resolution (continued)

4. I Federico Reyes ! Accountant
Name Title
1 9 1 5 1 6 1 8 1 1 3 1 1 1 8 1 1 1 9 1 5 1 6 1 9 1 6 1 8 1 7 1 1 1 7 1 lfreyes@weslacotx.gov
Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

! Yvette Mendoza
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of December, 11, 2011.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant•

SIGNED

ATTEST

Signature•
IDavid Suarez

Signature•
IAdelaida Vega

Printed Name•

IMayor

Title*

Printed Name•

ICity Secretary

Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to: TexPool Participant Services
1001 Texas Avenue, Suite 1400
Houston, TX 77002

RESOLUTION NO. 2018-73

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

1. I, Adelaida Vega, certify that I am the **Interim City Secretary** of The City of Weslaco, organized under the laws of **Texas**, Federal Employer ID Number **74-6002544**, engaged in Municipal business under the name of the **City of Weslaco**, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on **December 18, 2018**. This resolution appears in the minutes of this meeting and has not been rescinded or modified.
2. Be it Resolved that,
 - (a) BBVA Compass Bank is designated as a depository for the funds of the City of Weslaco.
 - (b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
 - (c) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Weslaco with this financial institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
 - (d) Any of the persons named below, so long as they act in a representative capacity as agents of the City of Weslaco, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this financial institution, concerning funds deposited in this financial institution, moneys borrowed from this financial institution or any other business transacted by and between the City of Weslaco and this financial institution subject to any restrictions stated below.
 - (e) Any and all prior resolutions adopted by the City Commission of the City of Weslaco and certified to this Financial Institution as governing the operations of the City of Weslaco's account(s), are in full force and effect, unless supplemented or modified by this authorization.
 - (f) The City of Weslaco agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the City of Weslaco, and authorizes the financial institution named above, at anytime, to charge the City of Weslaco for all checks, drafts, or other orders, for the payment of money, that are properly drawn on this financial institution, and contain the required number of signatures for this purpose.
3. The officials designated below are authorized to conduct business as indicated:

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

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

- | | | |
|--------------------|-----|---|
| <u>A – H</u> | (1) | Exercise all of the powers listed (2) through (9) |
| <u>A – H, J, K</u> | (2) | Open any deposit or checking account(s) in the name of the City of Weslaco |
| <u>A – H</u> | (3) | Endorse checks and orders for the payment of money and withdraw funds on deposit with this financial institution. Number of authorized signatures required for this purpose <u>2</u> .
Number of authorized signatures required for payroll purpose <u>1</u> . |
| <u>A – H, J, K</u> | (4) | Open any certificate of deposit account and withdraw or transfer funds from the certificate of deposit on deposit with this financial institution. Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A – H, J, K</u> | (5) | Transfer funds from operations account to the payroll account, investment account or paying agent approved by City Commission by telefax or other electronic means. Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A – H</u> | (6) | Borrow money on behalf and in the name of the City of Weslaco executes and delivers promissory notes or other evidences of indebtedness. Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A – H</u> | (7) | Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the City of Weslaco as security for sums borrowed and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.
Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A – H, J</u> | (8) | Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this financial institution. Number of authorized signatures required to gain access and to terminate the lease <u>1</u> . |
| <u>A – K</u> | (9) | Authorized to make inquiries as to status, account balance pertaining to the City of Weslaco. |

4. I further certify that the City Commission of the City of Weslaco has, and at the time of adoption of this resolution

had, full power and lawful authority to adopt the foregoing resolutions and to confer the power granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this Corporation on December 18, 2018.

RESOLUTION NO. 2018-74

STATE OF TEXAS	§	RESOLUTION AUTHORIZING MEMBERS OF STAFF AS SIGNATORIES ON
COUNTY OF HIDALGO	§	CERTAIN LEGAL FINANCIAL DOCUMENTS FOR THE CITY OF WESLACO
CITY OF WESLACO	§	

1. I, **Adelaida Vega**, certify that I am the **Interim City Secretary** of The City of Weslaco, organized under the laws of **Texas**, Federal Employer ID Number **74-6002544**, engaged in Municipal business under the name of the **City of Weslaco**, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on **December 18, 2018**. This resolution appears in the minutes of this meeting and has not been rescinded or modified.
2. Be it Resolved that,
 - (a) BBVA Compass Bank is designated as a depository for the funds of the City of Weslaco.
 - (b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
 - (c) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Weslaco with this financial institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
 - (d) Any of the persons named below, so long as they act in a representative capacity as agents of the City of Weslaco, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this financial institution, concerning funds deposited in this financial institution, moneys borrowed from this financial institution or any other business transacted by and between the City of Weslaco and this financial institution subject to any restrictions stated below.
 - (e) Any and all prior resolutions adopted by the City Commission of the City of Weslaco and certified to this Financial Institution as governing the operations of the City of Weslaco's account(s), are in full force and effect, unless supplemented or modified by this authorization.
 - (f) The City of Weslaco agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the City of Weslaco, and authorizes the financial institution named above, at anytime, to charge the City of Weslaco for all checks, drafts, or other orders, for the payment of money, that are properly drawn on this financial institution, and contain the required number of signatures for this purpose.
4. The officials designated below are authorized to conduct business as indicated:

Name and Title

Signature

1. I, Adelaida Vega, certify that I am the **Interim City Secretary** of The City of Weslaco, organized under the laws of **Texas**, Federal Employer ID Number **74-6002544**, engaged in Municipal business under the name of the **City of Weslaco**, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on **December 18, 2018**. This resolution appears in the minutes of this meeting and has not been rescinded or modified.
2. Be it Resolved that,
 - (a) Navy Army Community Credit Union is designated as a depository for the funds of the City of Weslaco.
 - (b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
 - (c) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Weslaco with this financial institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
 - (d) Any of the persons named below, so long as they act in a representative capacity as agents of the City of Weslaco, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this financial institution, concerning funds deposited in this financial institution, moneys borrowed from this financial institution or any other business transacted by and between the City of Weslaco and this financial institution subject to any restrictions stated below.
 - (e) Any and all prior resolutions adopted by the City Commission of the City of Weslaco and certified to this Financial Institution as governing the operations of the City of Weslaco's account(s), are in full force and effect, unless supplemented or modified by this authorization.
 - (f) The City of Weslaco agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the City of Weslaco, and authorizes the financial institution named above, at anytime, to charge the City of Weslaco for all checks, drafts, or other orders, for the payment of money, that are properly drawn on this financial institution, and contain the required number of signatures for this purpose.
5. The officials designated below are authorized to conduct business as indicated:

Name and Title	Signature
(A) Mike R. Perez, City Manager	_____
(B) Yvette Mendoza, Finance Director	_____
(C) Sonia Flores, Assistant Finance Director	_____

Indicate A, B, and C

- | | |
|--------------|---|
| <u>A – C</u> | (1) Exercise all of the powers listed (2) through (9) |
| <u>A – C</u> | (2) Open any deposit or checking account(s) in the name of the City of Weslaco |
| <u>A – C</u> | (3) Endorse checks and orders for the payment of money and withdraw funds on deposit with this financial institution.
Number of authorized signatures required for this purpose <u>2</u> . |

Number of authorized signatures required for payroll purpose 1.

- A – C (4) Open any certificate of deposit account and withdraw or transfer funds from the certificate of deposit on deposit with this financial institution. Number of authorized signatures required for this purpose 2.
- A – C (5) Transfer funds from operations account to the payroll account, investment account or paying agent approved by City Commission by telefax or other electronic means. Number of authorized signatures required for this purpose 1.
- A – C (6) Borrow money on behalf and in the name of the City of Weslaco executes and delivers promissory notes or other evidences of indebtedness. Number of authorized signatures required for this purpose 2.
- A – C (7) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the City of Weslaco as security for sums borrowed and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment. Number of authorized signatures required for this purpose 1.
- A – C (8) Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this financial institution. Number of authorized signatures required to gain access and to terminate the lease 1.
- A – C (9) Authorized to make inquiries as to status, account balance pertaining to the City of Weslaco.

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

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this Corporation on December 18, 2018.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Aida Vega, INTERIM CITY SECRETARY

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

V. APPOINTMENTS

A. Discussion and consideration to approve Resolution 2018-76 appointing a board member to expired term on the Board of Adjustments and Appeals-Zoning Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Commissioner Tafolla, seconded by Mayor Pro Tem Kerr moved to approve Resolution 2018-76 re-appointing Paul Garza to the Board of Adjustments and Appeals-Zoning Ordinance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution.

RESOLUTION NO. 2018-76

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Paul Garza is appointed to serve on the Board of Adjustments & Appeals-Zoning Ordinance and the term will expire on the 6th day of January 2021.

PASSED AND APPROVED on this 18th day of December, 2018.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Aida Vega, INTERIM CITY SECRETARY

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

B. Discussion and consideration to nominate a member of the Weslaco community who has made significant civic contributions and achievements to the Rio Grande Valley Walk of Fame as part of BorderFest 2019 and authorize the Weslaco City Commission to sign the nomination form. Possible action. (Staffed by City Manager's Office.)

Commissioner Rodriguez nominated Mr. Howard Bloomquist; Mayor Pro Tem Kerr nominated Mr. Richard Lehman.

Mayor Pro Tem Kerr, seconded by Commissioner Lopez moved to nominate Richard Lehman to the Rio Grande Valley Walk of Fame as part of BorderFest 2019 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez changed the order of the day proceeding to Item B Old Business.

VI. OLD BUSINESS

A. Discussion and consideration approving budget and project list utilizing the \$4,000,000 Certificates of Obligation Series 2018 for drainage improvements and authorize the Mayor to execute any related documents. Possible action. (The item was tabled November 20, 2018 and no action on December 4, 2018; staffed by the City Manager's Office.)

No action.

B. Discussion and consideration approving Resolution 2018-69 supporting the Lower Rio Grande Valley Development Council to submit a grant application to Hidalgo County Metropolitan Planning to support funding for the Hidalgo County Active Mobility Plan and authorize the Mayor to execute any related documents. Possible action. (This item was tabled December 4, 2018; Staffed by City Manager's Office.)

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

Commissioner Tafolla, seconded by Commissioner Lopez moved to discuss.

Ron Garza, Executive Director LRGVDC, briefly outlined the grant application was for a centralized mobility plan to allow for feasibility study of a hike and bike trail across the county; grant has been awarded and there was a cost share of 20% matching requirement to support the procurement, development, and other activities associated with this project. Cost share is \$52,000 and entities will be assessed based on population; be an east-west corridor. The development council shall administer the planning process for a greater regional connectivity.

In response to Commissioner Muñoz, Ron Garza stated the actual planning grant was \$284,000 any overrun of the project will be brought back to the cities and any crossings at intersections necessary will be evaluated and determined based on the site of the trail. In response to Mayor Suarez and Commissioner Tafolla; begin late spring procurement process and cost participation may be less if more cities participate.

Commissioner Tafolla, seconded by Commissioner Lopez moved to approve 2018-69 supporting the Lower Rio Grande Valley Development Council to submit a grant application to Hidalgo County Metropolitan Planning to support funding for the Hidalgo County Active Mobility Plan as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution.

RESOLUTION NO. 2018-69

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF WESLACO, TEXAS AUTHORIZING AND SUPPORTING THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL TO SUBMIT A GRANT APPLICATION TO THE HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION TRANSPORTATION ALTERNATIVE PROGRAM.

WHEREAS, the CITY OF WESLACO proposes to support the submission of a grant application to the Hidalgo County Metropolitan Planning Organization Transportation Alternative Program for the funding to support the Hidalgo County Active Mobility Plan and;

WHEREAS, the Hidalgo County Active Mobility Plan will provide a means to implement a seamless and

unified network of hike and bike trails across Hidalgo County; addressing current gaps in mobility infrastructure by connecting cities, schools, existing trails, transit corridors, parks, and disadvantaged neighborhoods; and

WHEREAS, the Hidalgo County Active Mobility Plan will facilitate the coordination of intercity mobility planning, improve individual and community health, enhance transportation options and connectivity, improve access to multimodal transportation, and support organizational strategies and opportunities for the development of the region; and

WHEREAS, the Lower Rio Grande Valley Development Council is committed to promoting and encouraging cooperation among local units of government in order to improve the region's health, safety, and general welfare shall administer the planning process for greater regional connectivity; and

WHEREAS, the City of WESLACO acknowledges the need to commit financially to the Hidalgo County Active Mobility Plan by providing proportional matching local funding, meeting the 20% matching requirement to support the procurement, development, and other activities associated with this project.

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

PART 1. The City of WESLACO shall authorize the Lower Rio Grande Valley Development Council to submit a grant application for the Hidalgo County Metropolitan Planning Organization Transportation Alternative Program.

PART 2. The City of Weslaco will provide financial support, sharing the 20% required local match of the grant request (\$264,000) with other participating cities in Hidalgo County.

CONSIDERED, PASSED AND APPROVED this 18th day of December 2018, at a regular meeting of the Board of Commissioners of the City of Weslaco, Texas at which quorum was present and which was held in accordance with Chapter 551, Texas.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Aida Vega, INTERIM CITY SECRETARY

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

C. Discussion and consideration approving Resolution 2018-70 supporting the Lower Rio Grande Valley Development Council to submit a grant application to Hidalgo County Metropolitan Planning Organization supporting the Regional BCycle Bikeshare Program and authorize the Mayor to execute any related documents. Possible action. (This item was tabled December 4, 2018; Staffed by City Manager's Office.)

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

Commissioner Tafolla, seconded by Commissioner Lopez moved to discuss.

Ron Garza Ron Garza, Executive Director LRGVDC, stated an award of \$408,000 has been received and awaiting another grant award. This program is a bike share program that allow bikes to be checked out region wide (Brownsville to Mission); requires a local match of 25% of the infrastructure (Bicycles and Docking Stations) that the city would like to have.

In response to Commissioner Muñoz, the feedback has been positive; seen as a quality of life and as a mobility option to the area; this program is a more controlled environment as compared to a “dock less” (scooters) program as found in larger cities; an outreach promoting safety would be done by the development council.

Commissioner Tafolla, seconded by Commissioner Lopez moved to approve Resolution 2018-70 supporting the Lower Rio Grande Valley Development Council to submit a grant application to Hidalgo County Metropolitan Planning Organization supporting the Regional BCycle Bikeshare as presented. The motion carried unanimously; Mayor Suarez was present and voting.

RESOLUTION NO. 2018-70

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF WESLACO, TEXAS AUTHORIZING AND SUPPORTING THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL TO SUBMIT A GRANT APPLICATION TO THE HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION TRANSPORTATION ALTERNATIVE PROGRAM.

WHEREAS, the CITY OF WESLACO proposes to support the submission of a grant application to the Hidalgo County Metropolitan Planning Organization Transportation Alternative Program for the funding to support the Regional BCycle Bikeshare Program; and

WHEREAS, the Regional BCycle Bikeshare Program will provide a means to implement a seamless and unified network of BCycle bike share infrastructure across Hidalgo County, expanding the current limited resource, to enrich current gaps in mobility infrastructure by connecting cities, schools, existing trails, transit corridors, parks, and disadvantaged neighborhoods; and

WHEREAS, the Regional BCycle Bikeshare Program will advance the coordination of intercity mobility planning, improve individual and community health, enhance transportation options and connectivity, improve access to multimodal transportation, and support organizational strategies and opportunities for the development of the region; and

WHEREAS, the Lower Rio Grande Valley Development Council is committed to promoting and encouraging cooperation among local units of government in order to improve the region’s health, safety, and general welfare shall administer the program to enhance greater regional connectivity; and

WHEREAS, the City of WESLACO acknowledges the need to commit financially to the Regional BCycle Bikeshare Program by providing proportional matching local funding, meeting the 25% matching requirement to support the procurement, development, and other activities associated with this program.

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

PART 1. The City of WESLACO shall authorize the Lower Rio Grande Valley Development Council to submit a grant application for the Hidalgo County Metropolitan Planning Organization Transportation Alternative Program.

PART 2. The City of WESLACO will provide financial support, contributing 25% local match of the proportionate BCycle infrastructure (Bicycles and Docking Stations) placed within the city.

CONSIDERED, PASSED AND APPROVED this 18th day of December 2018, at a regular meeting of the Board of Commissioners of the City of WESLACO, Texas at which quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Aida Vega, INTERIM CITY SECRETARY

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

VII. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Melden & Hunt, Inc. to approve Ordinance 2018-45 rezoning 1430 N Milano Rd. Also being 4.613 acres out of Farm Tract 154 Blk 179 West Tract Subdivision Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2018-45. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah De La Fuente, Senior Planner, stated seven property owners notified and no objection received; the property was voluntarily annexed by commission action on November 20, 2018. The Planning and Zoning Commission and staff recommended approval.

Commissioner Tafolla, seconded by Commissioner Rodriguez, moved to approve Ordinance 2018-45 rezoning 1430 N Milano Rd. Also being 4.613 acres out of Farm Tract 154 Blk 179 West Tract Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration on Resolution 2018-77 restricting the exploration and/or drilling activity within a 584' radius from 4.613 acres out of Farm Tract 154, Blk 179, West Tract Subdivision, Weslaco, Hidalgo County, Texas also being the proposed Midway Villas Subdivision and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

Rebekah De La Fuente, Senior Planner, stated the developer requested consideration to the restriction of drilling within the area of the proposed Midway Villas Subdivision to protect the development, existing irrigation canal and proposed lift station. Staff recommended approval of the resolution contingent it does not supersede or nullify any State laws.

Commissioner Lopez, seconded by Mayor Pro Tem Kerr, moved to approve Resolution 2018-77 restricting the exploration and/or drilling activity within a 584' radius from 4.613 acres out of Farm Tract 154, Blk 179, West Tract Subdivision contingent it does not supersede or nullify any State laws. as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution.

RESOLUTION NO. 2018- 77

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF WESLACO RESTRICTING OIL AND GAS EXPLORATION ACTIVITY WITHIN A CERTAIN DISTANCE OF MIDWAY VILLAS SUBDIVISION AND THOSE PUBLIC IMPROVEMENTS (AS HEREIN DEFINED) RELATING THERETO AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, TGO Midway Villas 18 LP and its affiliates (“**TGO Midway**”) 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. Expressway 83, Weslaco, Texas 78596 (the “**Development Site**”).

WHEREAS, TGO Midway received an award of 2018 Housing Tax Credits for the construction and development of the Housing Community.

WHEREAS, the City believes that the development of the Housing Community will benefit the City and its residents and evidenced its support through Resolution No. 2018-21 issued by the City on February 6, 2018.

WHEREAS, the Development Site is located west of and adjacent to Hidalgo and Cameron Counties Irrigation District No. 9 (“**HCCID No. 9**”). Additionally, TGO Midway will be constructing a sanitary sewer lift station (the “**Lift Station**”) in the northwest corner of the Development Site to serve the Housing Community. The Lift Station will be owned and maintained by the City. The HCCID No. 9 and Lift Station are collectively called, the “**Public Improvements**”.

WHEREAS, the Housing Community and Public Improvements will be severely impacted if any oil and/or gas exploration, development and/or drilling for minerals takes place on, over or near these improvements (collectively, “**Exploration and Drilling Activity**”).

WHEREAS, simultaneously with the annexation of the Development Site into the City and conditioned on zoning and plat approval to develop the Housing Community, the City has agreed to restrict any Exploration and Drilling Activity within a certain distance from the Housing Community and the Public Improvements.

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

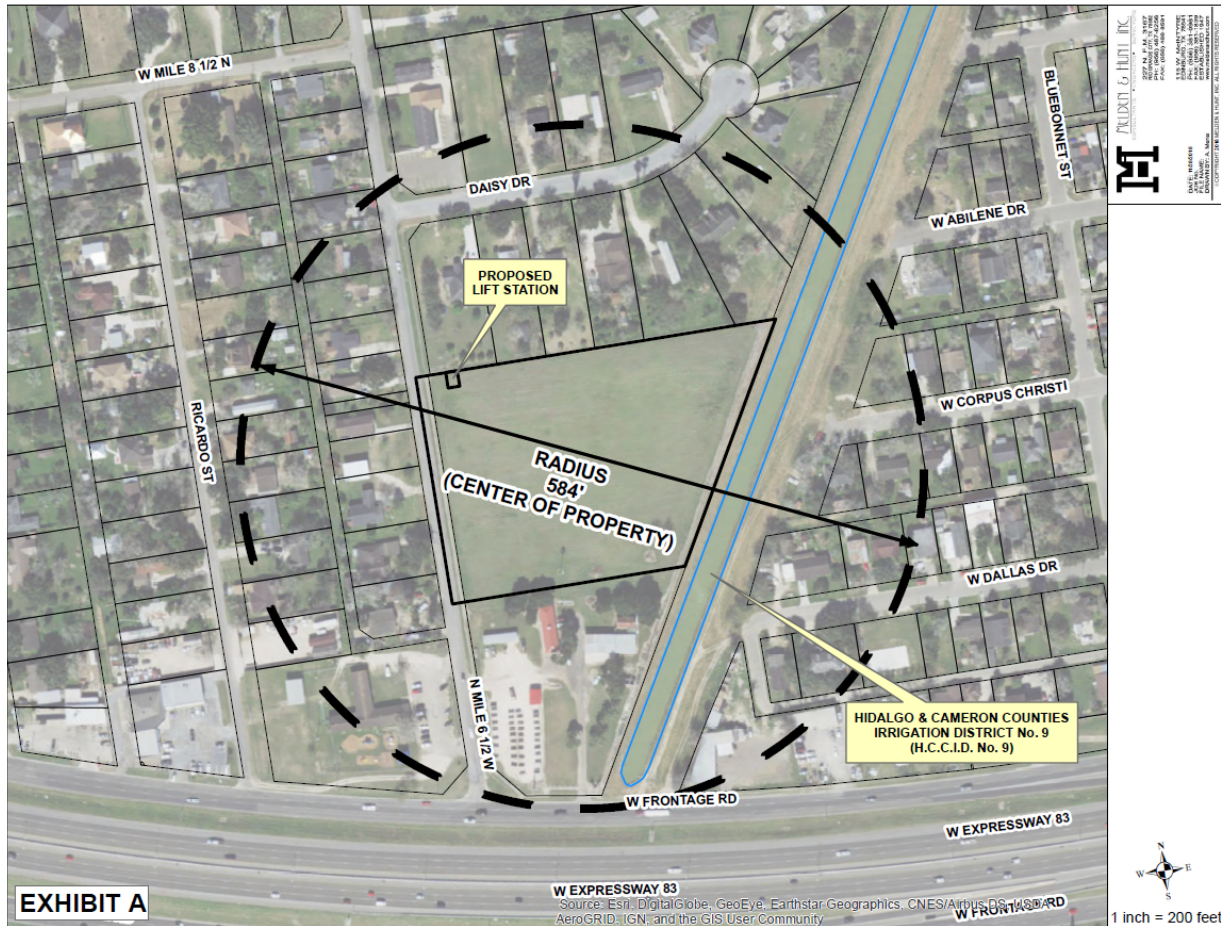
1. The findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.
2. The City, acting through its governing body, hereby confirms that the City will not issue a permit for the purpose of exploring for, developing, drilling, producing, treating, storing or transporting Minerals, or for any other purpose whatsoever as it relates to any Exploration and Drilling Activity within a certain radius of the Housing Community and Public Improvements as more particularly described on **Exhibit A** attached hereto and made a part of these Resolutions for all purposes.
3. The City, acting through its governing body, hereby confirms that the term “Minerals” as used in Section 2 above shall include minerals that form a part of the surface or above the subsurface depth of 500 feet under the surface of that certain area described on **Exhibit A** that includes the Housing Community and the Public Improvements. Those minerals that lie below the subsurface depth of 500 feet may be accessed, but only through directional drilling or other Exploration and Drilling Activity located on a site that is not within the area described on **Exhibit A**.

DULY RESOLVED by the City Commission of the City of Weslaco on this the 18th day of December 2018.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Aida Vega, INTERIM CITY SECRETARY

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



C. Discussion and consideration on Interlocal agreement with City of Penitas for animal care services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

Joe Pedraza, Interim Director Code Enforcement, recommended approval stating volume would be minimal and agreement is line with fees and terms of agreements approved for animal care services with surrounding cities.

Commissioner Tafolla, seconded by Mayor Pro Tem Kerr, moved to approve Interlocal agreement with City of Penitas for animal care services as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration amending Interlocal Agreement with County of Hidalgo for roadway improvements to Mile 10 North from Mile 6 to FM1015 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)

The City Manager stated the amendment outlined method of payment as lump sum contribution and not phased out and recommended approval stating monies are budgeted.

In response to Mayor Pro Tem Kerr and Commissioner Muñoz; cost share is \$685,370.76 and language could be added if project engineering plans are not completed within three years monies will be returned to the City. City Attorney would incorporate the change.

Commissioner Tafolla, seconded by Commissioner Lopez moved to approve amending Interlocal Agreement with County of Hidalgo for roadway improvements to Mile 10 North from Mile 6 to FM1015 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration on the purchase software and media from New World, a Tyler Public Safety Solution Company through Sourcewell, a cooperative purchasing vendor, which will include installations, testing, and implementation of the Records Management System with Police, Fire, EMS, Jail, Records and CAD Software and Media that is in compliance with current NIRBS/TIBRS UCR reporting requirements, in an amount not to exceed \$904,025 and authorize the Mayor to execute and any related documents. Possible action. (Staffed by Police Department.)

Joel Rivera, Chief of Police, vendors were evaluated and ranked and recommended Sourcewell for the purchase of software to upgrade infrastructure for police, fire, EMS, jail, records, CAD and Media; purchase would be one-hundred percent paid from grant award.

In response to Commissioner Muñoz, Chief Rivera stated software was a onetime purchase with annual maintenance fee that would be shared by other agencies and will need to be budgeted next year or the following fiscal years.

Commissioner Tafolla, seconded by Commissioner Lopez moved to approve the purchase software and media from New World, a Tyler Public Safety Solution Company through Sourcewell as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration on report from Halff and Associates and the Weslaco Drainage Citizen's Task Force for drainage improvement projects and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)

Commissioner Tafolla, seconded by Commissioner Muñoz moved to discuss.

Miles Bullion, Halff and Associates, stated they are identifying projects for evaluation, recommendation and costs to present to the public and on schedule with all tasks.

In response to Commissioner Muñoz, Mr. Bullion stated findings are significant on improvements needed and costly; will have a recommendation, cost analysis and project list by January 11. The City Manager stated the deadline to call a bond election is February 14.

No action.

G. Discussion and consideration to select a firm from the Request for Qualifications #2018-19-03 for Architectural Design Services for the North Side Sports Complex Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport)

Commissioner Muñoz abstained from discussion and vote.

Andrew Munoz, stated three firms had been interviewed earlier; to avoid any delays with grant awards from Knapp Community Care Foundation and Texas Parks and Wildlife the selection of a firm was presented for action. This would ensure monies spent can be reimbursed from the grants as a conceptional design and public input would be done.

The City Manager recommended to table until after executive and allow staff to tabulate the results.

Commissioner Tafolla, seconded by Commissioner Lopez move to table the item until after executive session. The motion carried; Commissioner Muñoz abstained; Mayor Suarez was present and voting.

VIII. REPORTS

A. Report by Siemens Technologies on Performance Contracting Agreement.

Chad Nobles reported lighting retrofits, HVAC replacements, traffic signal retrofits are 100% complete; water meter replacement and AMI complete working on final punch list; execute report of substantial completion this week and final completion by the end of the month; begin performance assurance program January 2019 that provides a site inspection of equipment to ensure savings are there if not they reimburse the city the difference.

IX. EXECUTIVE SESSION

At 6:35 p.m. Commissioner Tafolla, seconded by Mayor Pro Tem Kerr, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 6:57 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

G. Discussion and consideration to select a firm from the Request for Qualifications #2018-19-03 for Architectural Design Services for the North Side Sports Complex Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport)

Commissioner Muñoz abstained from discussion and vote.

Commissioner Tafolla, seconded by Commissioner Lopez move to remove the item off the table the motion carried; Commissioner Muñoz abstained; Mayor Suarez was present and voting

Andrew Munoz, stated the tabulation had been completed with the following: GIGNAC scored 567 (highest) ; second Sam Garcia scored 557 and Negrete and Kolar scored 554 Staff recommended the selection of GIGNAC Architectural Design Services for the North Side Sports Complex Project and authorize staff to enter negotiations of terms and conditions.

Commissioner Tafolla, seconded by Commissioner Lopez moved to enter into negotiation on terms and conditions with GIGNAC as the firm for Architectural Design Services for the North Side Sports Complex Project as presented. The motion carried; Commissioner Muñoz; Mayor Suarez was present and voting.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.

Commissioner Tafolla, seconded by Commissioner Pedraza moved to authorize Mayor Suarez, Mayor Pro Tem Kerr and City Attorney to meet with the City Manager regarding goals, objectives, and evaluation. The motion carried unanimously; Mayor Suarez was present and voting.

B. Personnel - Discussion regarding the selection process of the City Secretary for the City of Weslaco as authorized by §551.074 of the Texas Government Code.

There was no action.

C. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by §551.071 of the Texas Government Code.

There was no action.

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

There was no action.

E. Legal Consultation - Consultation with City Attorney in connection with contracts with Republic Services, Halff and Associates and Inframark as authorized under section §551.071 of the Texas Government Code.

There was no action.

F. Potential Litigation - Consultation with City Attorney regarding Notice of Claim by Eli Lopez as authorized by §551.071 of the Texas Government Code.

There was no action.

G. Real Property – Consultation with City Attorney on the purchase of real property legally described as Chelsea Park W6.83AC GR 5.22AC Net on Border Avenue as authorized by §551.072 of the Texas Local Government Code.

Mayor Pro Tem Kerr abstained from discussion.

There was no action.

H. Real Property – Consultation with City Attorney on the purchase of real property legally described as West Tract W3.67AC-S10AC-N20AC FT 685 at Dawson and Oregon Streets as authorized by §551.072 of the Texas Local Government Code.

There was no action.

XI. ADJOURNMENT

Commissioner Tafolla, seconded by Commissioner Muñoz moved to adjourn the meeting at 7:15 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

INTERIM CITY SECRETARY, Aida Vega

MAYOR PRO-TEM, Greg Kerr

COMMISSIONER, Leo Muñoz

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Gerardo “Jerry” Tafolla

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2135	
From: Joe Pedraza			
Subject: Approval of Ordinance 2018-45 rezoning 1430 N Milano Rd. Also being 4.613 acres out of Farm Tract 154 Blk 179 West Tract Subdivision Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held December 18, 2018; Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to R-2 Duplex and apartment district. Seven (7) property owners within 200 feet of the applicant's property were notified by letter on November 21, 2018. Property was voluntarily annexed by the City Commission on November 20, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on November 19, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on December 5, 2018.			
Aida Vega Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 1430 n milano - attachments, 1403 N. Milanos- Aerial, O2018-45 1430 Milano Road			
Responsibilities upon Approval:			

Staff will notify applicant.

RECEIVED
NOV 1 2018
Per



APPLICATION FOR REZONING

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm.
The City Commission meets every 1st and 3rd Tuesday of each month at 5:30 pm

FILE NO. REZ19-00003

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 4.613 acres o/o Farm Tract 154 Block 179

Subdivision Name West Tract Subdivision

Street Address N/A

Existing Zoning R-1 Existing Land Use R-2

Proposed Zoning R-2 Proposed Land Use Multi-family

- ☒ \$300.00 non-refundable filing fee.
- ☒ Detailed dimensioned site plan/map must be submitted with this request.
- ☒ Survey and metes and bounds if the legal description is a portion of a lot.
- ☒ City and school tax receipts attached.
- ☒ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Melden & Hunt, Inc. c/o Mario A. Reyna Phone 956-381-0981

Address 115 W. McIntyre Street Fax: 956-381-1839

City Edinburg State TX Zip Code 78541 E-Mail: mario@meldenandhunt.com

OWNER

Name Rosa Maria Valdez Phone c/o 381-0981

Address 3301 S. Airport Dr. Fax: c/o 381-1839

City Weslaco State TX Zip Code 78541 E-Mail: mario@meldenandhunt.com

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

Signature _____ Date _____
Owner

Signature _____ Date _____
Applicant

Signature  Date 11-13-18
Authorized Agent

OWNER'S AUTHORIZATION

I, **ROSA MARIA VALDEZ**, hereby authorize Mario A. Reyna, P.E., Project Engineer and Fred Kurth, P.E., President of Melden and Hunt, Inc. to sign all subdivision application(s) and related paperwork unto the City of Weslaco for the proposed multi-family residential development described as 4.613 +/- acres out of FARM TRACT 154, BLOCK 179 WEST TRACT SUBDIVISION LLANO GRANDE GRANT Volume 2, Pages 34-37, H.C.M.R., City of Weslaco, Hidalgo County, Texas.

BY: 
ROSA MARIA VALDEZ, OWNER

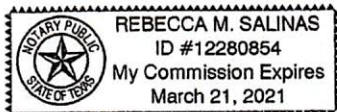
(ACKNOWLEDGEMENT)

STATE OF TEXAS §

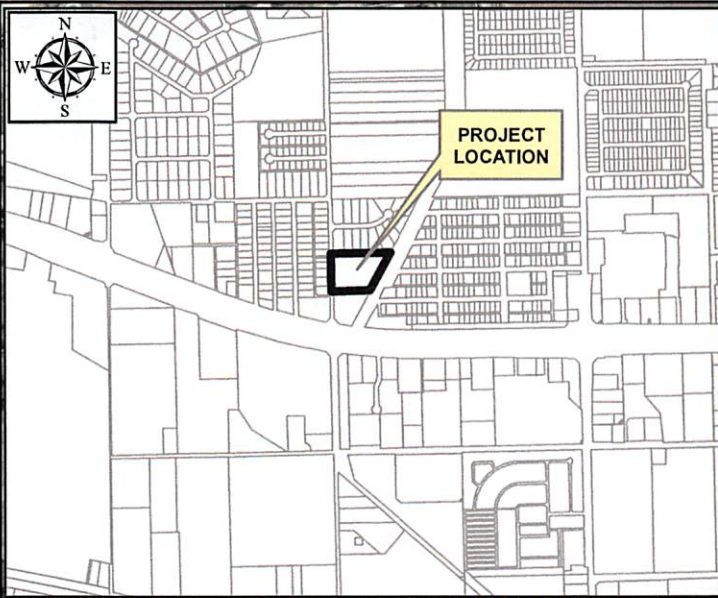
COUNTY OF HIDALGO §

Before me, the undersigned authority on this day personally appeared **ROSA MARIA VALDEZ** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration herein stated.

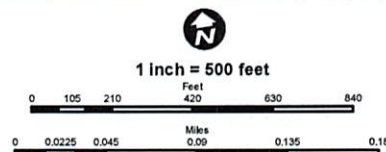
Given under my hand and seal of office, this 12TH day of SEPTEMBER, 2018.




Notary Public, State of Texas



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



MIDWAY VILLAS APARTMENTS
WESLACO, TEXAS

LOCATION MAP

M **MILLEN & HUNT INC.**

227 N. F.W. 3167
MC COMBIE CITY, TX 75851
PH: (936) 487-6755
FAX: (936) 487-6751

1115 W. ADAMS STREET
DALLAS, TX 75201
PH: (214) 343-1000
FAX: (214) 343-1000
E-MAIL: info@mhinc.com
WWW.MHINC.COM

DATE: 02/12/2018
DRAWN BY: J. HUNT
CHECKED BY: J. HUNT
APPROVED BY: J. HUNT

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RECEIVED

NOV 1 4 2018

Per _____

February 22, 2018

**METES AND BOUNDS DESCRIPTION
4.613 ACRES OUT OF
FARM TRACT 154, BLOCK 179,
WEST TRACT SUBDIVISION
LLANO GRANDE GRANT
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS**

A tract of land containing 4.613 acres situated in the City of Weslaco, Hidalgo County, Texas, being a part or portion out of Farm Tract 154, Block 179, West Tract Subdivision Llano Grande Grant, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, which said 4.613-acre tract is out of a bigger tract conveyed to Rosa Maria Valdez, by virtue of a Warranty Deed recorded under Document Number 2496936, Hidalgo County Official Records, said 4.613 acres also being more particularly described as follows:

BEGINNING at a Nail set on the Southwest corner of Sunflower Subdivision, according to the plat thereof recorded in Volume 29, Page 157B, Hidalgo County Map Records and within the existing right-of-way of Mile 6 ½ West, for the Northwest corner of this tract;

1. THENCE, N 88° 47' 28" E (East deed call) along the South line of said Sunflower Subdivision, at a distance of 20.00 feet pass a No. 4 rebar found on the existing East right-of-way line of Mile 6 ½ West, continuing a total distance of 622.87 feet to a No. 4 rebar set [Northing: 16589357, Easting: 1143909.434] for the Northeast corner of this tract;
2. THENCE, S 28° 07' 28" W (S 29° 20' W deed call) a distance of 449.52 feet to a No. 4 rebar set, for the Southeast corner of this tract;
3. THENCE, S 88° 47' 28" W at a distance of 382.65 feet pass a No. 4 rebar set on the existing East right-of-way line of Mile 6 ½ West, continuing a total distance of 402.65 feet to a Nail set on the West line of said Tract 154, Block 179, the East line of Flora Subdivision, according to the plat thereof recorded in Volume 19, Page 56, Hidalgo County Map Records and within the right-of-way of Mile 6 ½ West, for the Southwest corner of this tract;
4. THENCE, N 01° 12' 32" W (North) along the West line of said Tract 154, Block 179, the East line of said Flora Subdivision and within the right-of-way of Mile 6 ½ West, a distance of 391.89 feet to the POINT OF BEGINNING and containing 4.613 acres, of which 0.180 of one acre lies within the existing right-of-way of Mile 6 ½ West, leaving a net of 4.433 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 01/30/2018 UNDER MY DIRECTION AND SUPERVISION.



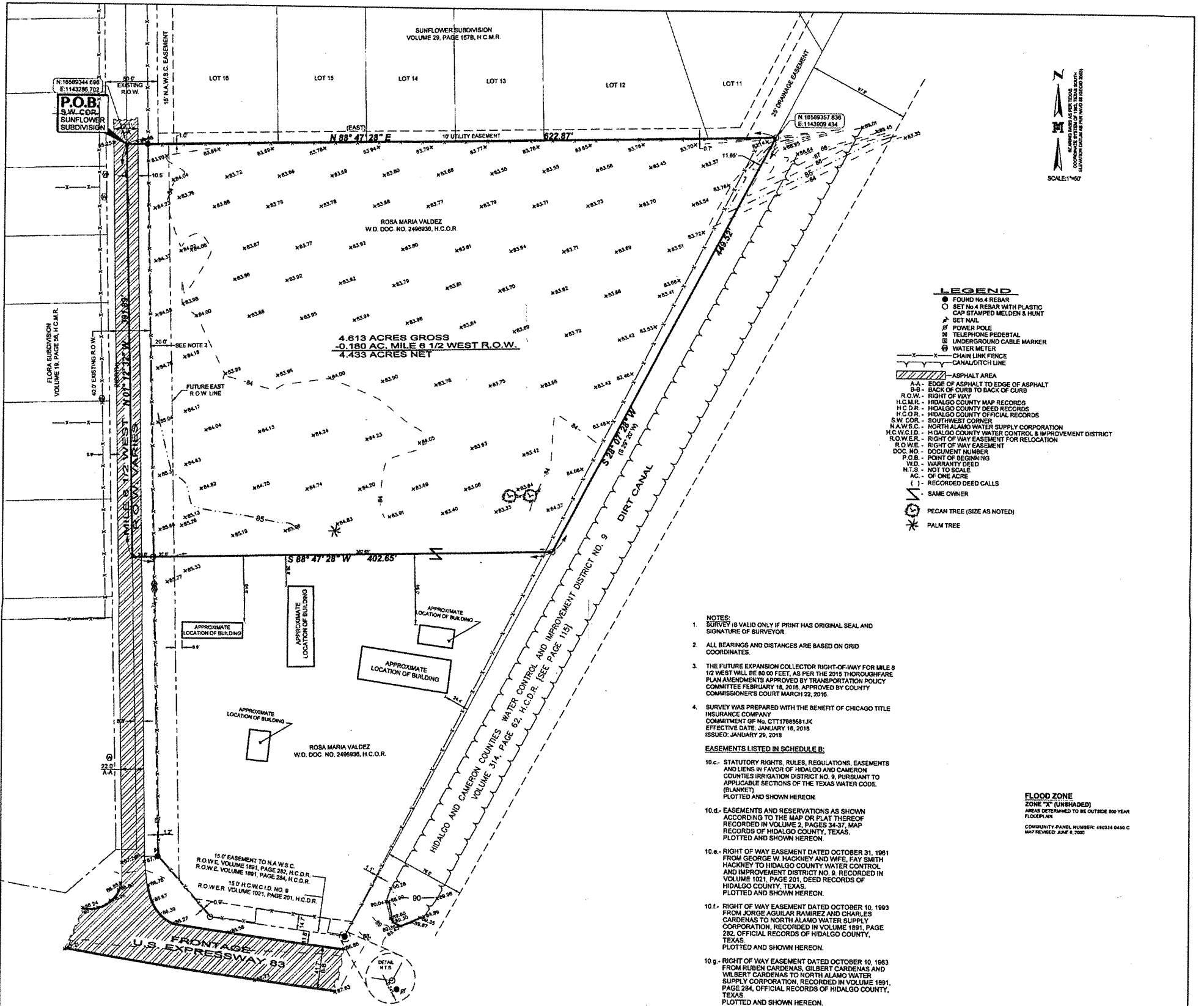
ROBERTO N. TAMEZ, R.P.L.S. #6238

02/22/18

DATE:



RECEIVED
NOV 14, 2018
Per _____

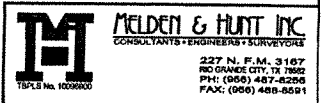


**PLAT SHOWING
4.613 ACRES OUT OF
FARM TRACT 154, BLOCK 179
WEST TRACT SUBDIVISION
LLANO GRANDE GRANT
VOLUME 2, PAGES 34-37, H.C.M.R.
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS**

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A CATEGORY 1A CONDITION II SURVEY AND THAT IT SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS. THIS SURVEY WAS MADE ON THE GROUND ON 01/30/2018 UNDER MY DIRECTION AND SUPERVISION.



ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 02/12/18



227 N. F.M. 3167
80 GRASSY, TX 78601
PH: (956) 457-6266
FAX: (956) 458-6591

115 W. MCINTYRE
EDINBURG, TX 78541
PH: (956) 351-0861
FAX: (956) 351-1530
ESTABLISHED 1947
www.meldenandhunt.com

PAGE 1 OF 2
BOOK: T-1033, PG. 12
DATE: 02/22/2018
JOB NO. 18034.08
FILE NAME: 18034.08
DRAWN BY: J.C.J.L.G.

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City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

November 21, 2018

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, December 5, 2018 at 3:30 p.m. and the City Commission will also hold a public hearing on Tuesday, December 18, 2018 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONE REQUEST:

Melden & Hunt, Inc. is requesting to rezone 1430 N Milano Rd. Also being 4.613 acres out of Farm Tract 154 Blk 179 West Tract Subdivision Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District. Approximately 500 ft. North of W Expy 83.

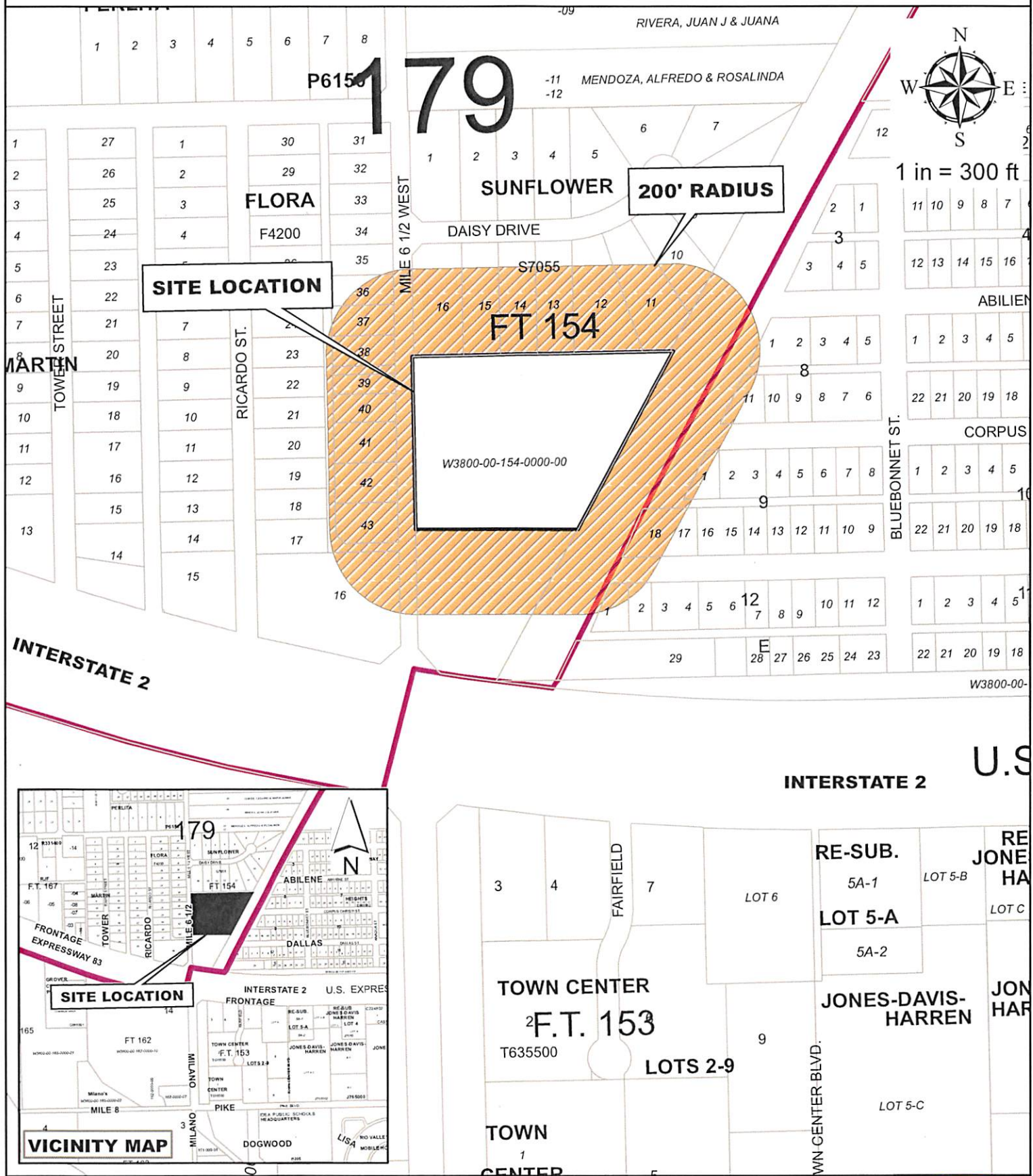
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

Sincerely,

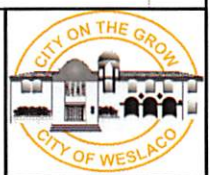
A handwritten signature in blue ink, appearing to read "Rebekah de la Fuente".

Rebekah de la Fuente
Senior Planner



Rosa Maria Valdez
1430 N Milano Rd
WEST TRACT FT 7AC BEING AN IRR
TR-W622.87'-S676.53'-N1240.87 FT 154
Lot 4.613 acres Block 179

Purpose for the rezone request
Existing zoning: R-1
Existing land use: Multi-Family
Prop zone: R-2



City of Weslaco Code Enforcement Dept.

NOV 19, 2018

FLORES ROEL 2302 W DALLAS DR WESLACO TX 78599-3907	E8500-03-009-0017-00 EXPRESSWAY HEIGHTS UT NO. 3 BLK 2302 DALLAS DR	L: 37911 B: 41179
SALINAS, RUBEN & FRANCISCA 2221 W CORPUS CHRISTI DR WESLACO TX 78596-3966	E8500-02-009-0001-00 EXPRESSWAY HEIGHTS UT NO. 2 BLK 2221 CORPUS CHRISTI DR	L: 22675 B: 41367
GONZALES, RICARDO & DIANA 2205 W ABILENE DR WESLACO TX 78596-3991	E8500-02-008-0001-00 EXPRESSWAY HEIGHTS UT NO. 2 BLK 2209 ABILENE DR	L: 34716 B: 14737
HORTA, JUAN I JR & MARIA J 2301 W DALLAS DR WESLACO TX 78596-3974	E8500-03-012-0002-00 EXPRESSWAY HEIGHTS UT NO. 3 BLK 2309 DALLAS DR	L: 17430 B: 12528
ORIHUELA, ANGEL 2621 WOODLAND DR WESLACO TX 78596-3419	E8500-03-012-0001-00 EXPRESSWAY HEIGHTS #3 LOT 1 EXC E30' BLK 12 & LT 29 BLK E EXC E7 2313 DALLAS DR	L: 115695 B: 31756
GARCIA COSME PO BOX 521 WESLACO TX 78599-0521	E8500-02-008-0011-00 EXPRESSWAY HEIGHTS UT NO. 2 BLK 2214 CORPUS CHRISTI DR	L: 31198 B: 0
SALINAS, MARIA LUISA 2213 W CORPUS CHRISTI DR WESLACO TX 78596-3966	E8500-02-009-0002-00 EXPRESSWAY HGHTS #2 BLK 9 LT 2 2217 CORPUS CHRISTI DR	L: 18398 B: 0

Rezone Request

R-1 One-Family dwelling ditrict to R-2 Duplex and Apartments District

Legend

-  Bealls
-  Force Main
-  Gravity
-  IHOP Restaurant
-  Just-A-Cut
-  Line
-  Starbucks



Google Earth

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ORDINANCE NO. 2018-45

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1430 N MILANO RD. ALSO BEING 4.613 ACRES OUT OF FARM TRACT 154 BLK 179 WEST TRACT SUBDIVISION WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT.

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

SECTION I: R-1 One-Family Dwelling District to R-2 Duplex and Apartment District being 1430 N Milano Rd. also being 4.613 acres out of Farm Tract 154, Block, 179 West Tract Subdivision Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of December 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 15th day of January 2019

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Adelaida Vega, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2017-1335	
From:			
Subject: Approval of a Mid Valley Airport Hangar Lease Agreement with Hendrickson Flying Service, Inc., Hangar E-1, and authorize the Mayor to execute any related documents. (Staffed by Airport.)			
Background: The hangar lease agreement being presented is for Hangar E-1 (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		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: E1_Hendrickson Flying Service, Inc.			
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 1 day of January, 2019, 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 **Hendrickson Flying Service, Inc.**, 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 I. Lease Premises

- A) Lessor does hereby lease to Lessee Hangar **E-1** more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section II. 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 III. Consideration

- A) In consideration for the lease of the Hangars referenced herein Lessee hereby agrees to pay monthly the sum of \$ 300.00. 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.


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- 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


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and so decreed by a court of competent jurisdiction. Lessee shall have no more than fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Hangar would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumé's 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


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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


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diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

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

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


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- C) Notice to Lessee to be sent to:

Lessee Name: Hendrickson Flying Service, Inc.
Address: 21532 Quitno Rd.
Rochelle, IL 61068


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

Section 14. Miscellaneous

- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.
- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering


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into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

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


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EXECUTED this _____ day of _____, 2018.

City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

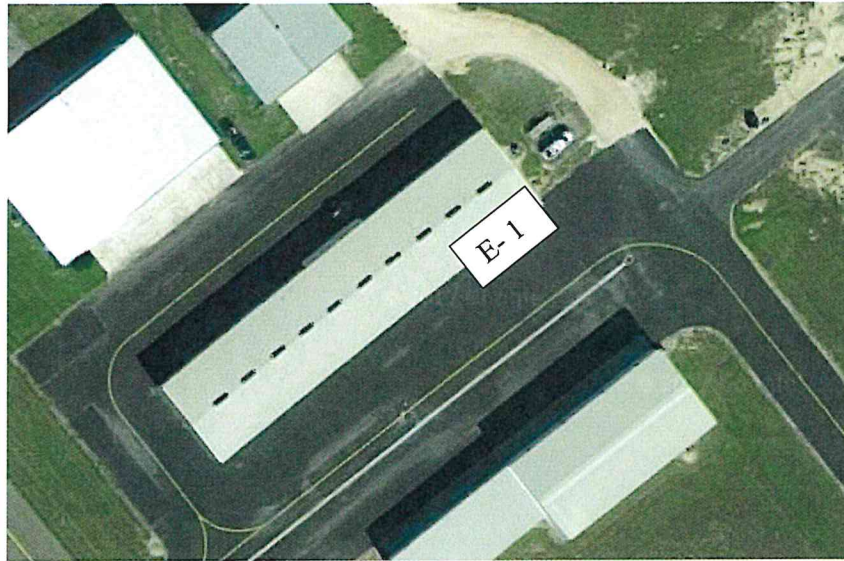
Attest: _____
City Secretary

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“EXHIBIT A”

Hangar E-1





Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2168	
From:			
Subject: Authorization to solicit an Invitation for Sealed Bids for the installation of an Automated Weather Observation System with Optional Present Weather Sensor and Thunder Strike Alert (AWOS III PT) and authorize the Mayor to execute any related documents. (Staffed by Airport.)			
Background: In December 2018, the Mid Valley Airport received TXDOT grant approval (19AWWESLA) for the replacement of the Mid Valley Airport's AWOS equipment. The local match is being provided by the EDC of Weslaco. The Purchasing Department, along with TXDOT, will oversee the procurement process. According to TXDOT Aviation Division, there are only two (2) qualified vendors. Both will be contacted.			
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 is supporting the project. The Committee had previously approved the Airport's Letter of Intent for Non-Primary Entitlement grant funds for the replacement of the AWOS equipment.			
Andrew Muñoz		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 19AWWESLA_RELOCATE_REPLACE_AWOS_DRAFT			
Responsibilities upon Approval:			

Contract Documents and Specifications for AWOS Installation Project

**For
19AWWESLA
Mid Valley Municipal Airport
Weslaco, Texas**

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Mid Valley Municipal Airport

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- 7. AIRPORT LAYOUT PLAN AND PROPERTY MAP (NOT REQUIRED IF REPLACING IN
EXISTING LOCATION)**

NOTICE TO BIDDERS
Automated Weather Observation System

Sealed bids for the installation of Automated Weather Observation System III with optional Present Weather Sensor and Thunder Strike Alert (AWOS III PT) to replace and relocate an existing Automated Weather Observation System need to be addressed and delivered to Weslaco Mid Valley Airport, 1909 Joe Stephens Ave., Weslaco, TX 78596. Bids will be accepted until February 2019 at 3:00 P.M. CST., then publicly opened and read. Any bid received after closing time will be returned unopened.

In general, the Aviation Construction work consists of: Siting and licensing (if relocating) and installation and of an Automated Weather Observation System III with optional Present Weather Sensor, Thunder Strike Alert (AWOS III PT) to replace and relocate an existing Automated Weather Observation System. The system shall be installed in accordance with this specification and as approved in Federal Aviation Administration Advisory Circular 150/5220-16, latest version and FAA Order 6560-20B, or latest version.

Bidding documents may be examined at:

Homer Rhodes / Purchasing Office, Finance Department, Weslaco City Hall, 255 S. Kansas Avenue, Weslaco, Texas 78596. Bids will be accepted until 3:00 p.m. on February , 2019 at which time they will be opened and read aloud.

www.weslacotx.gov

Technical questions concerning the specifications should be directed to Homer Rhodes, Purchasing Manager, hrhodes@weslacotx.gov.

Minimum wage rates have been predetermined as required by law and are set forth in the specifications.

Cashier's check, money order, or teller's check drawn by or on a state or national bank, a savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank") in the amount of two percent (2%) of the total bid price stated in the bid, made payable without recourse to the Owner or a bid bond in the same amount from a reliable corporate surety authorized to do business in the State of Texas and acceptable to the Owner, must accompany each bid as a guarantee that the bidder, if successful, will enter into a contract, and make bond in accordance with the requirements of the specifications. The Owner reserves the right to retain any check, bank money order or bank draft as liquidated damages in the event the bidder withdraws its bid after the bids are opened and before official rejection of the bid by the Owner, or, if successful in securing the award of the contract, the successful bidder fails to enter into the contract and fails to furnish satisfactory performance and payment bonds.

The successful bidder will be required to furnish a Performance Bond and Payment Bond, each in the full amount of the contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

The proposed contract is subject to the Vernon Texas Civil Statutes, Article 601.b concerning the participation of Historically Underutilized Business. HUB goal is set at 0%.

The Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts.

The Owner hereby notifies all bidders that it will affirmatively assure that minority enterprises are afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color, or national origin in consideration for an award.

BIDDER QUALIFICATIONS

I. QUALIFICATIONS

- A. Each Bidder shall furnish the Owner satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency shall consist of statements covering the Bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available.
- B. In addition, each Bidder shall furnish the Owner satisfactory evidence of the Bidder's financial responsibility. Such evidence shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Bidder's last fiscal year. Such as statements or reports shall be prepared by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.
- C. The Bidder shall provide a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage.

II. SUBMISSION OF QUALIFICATIONS

- A. Each bidder shall submit the Bidder's "evidence of competency", "evidence of financial responsibility", and "evidence of insurance coverage" for "worker's compensation, commercial general liability and Texas business automobile" to the Owner at the date, time and location specified for opening bids. These items shall be submitted in the envelope with your bid marked with project number, location of airport, and name and business address of the bidder.
- B. Bids that do not include the qualification requirements listed above will be considered non-responsive and therefore disqualified.
- C. BIDS SUBMITTED WITHOUT SUBMISSION OF ALL QUALIFICATIONS WILL NOT BE READ.

INSTRUCTIONS TO BIDDERS

IB-1. The Owner requires that Bidder shall reference the Aviation Division General Construction Contract Provisions, volume dated February 2013, for all general contract provisions. General Construction Contract Provisions may be obtained at TxDOT, Aviation Division, 150 E. Riverside Drive, South Tower, Fifth Floor, Austin, Texas 78704; Use latest version of referenced Advisory Circulars.

IB-2. The Bidder shall refer to: BIDDER QUALIFICATIONS section of the bid document.

IB-3. The Bidder shall submit the completed bid either on the form furnished by The Owner or by submitting an electronically printed version. All blank spaces in the bid form must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink) **BOTH** in words and numerals for each pay item furnished in the bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder may also submit an electronically printed bid. The bid must have pay items in the same order and with the exact information as found on the Owner's bid form. The Bidder is responsible for incorrect information and will be considered non-responsive if pay items are changed in wording or order on the electronically printed form. Electronically printed bids are not required to have the unit prices written in words. Electronically printed bid may not be submitted electronically.

The Bidder shall sign the bid in ink. If the bid is made by an individual, the individual's name and address must be shown. If made by a partnership, the name and address of each member of the partnership must be shown. If made by a corporation, the person signing the bid shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer.

IB-4. The Bidder shall submit completed copies of all items identified under "Bidder Qualifications". **Bids received without Bidder Qualifications will not be read.**

IB-5. Receipt of all addenda issued shall be acknowledged by the Bidder in the space provided on the bid form.

IB-6. Bids may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled for alternate bids, incomplete bids, any alteration of words or figures or erasures not initialed by the person or persons signing the bid, or irregularities of any kind.

IB-7. The bid shall be accompanied by a Bid Guarantee of the character and in the amount as indicated in the bid.

IB-8. Any questions arising during the advertising period as to meaning or intent of the specifications will be answered by an addendum prepared by the Owner. Contractor will be responsible for obtaining addenda at our website: <http://www.weslacotx.gov/open-government/bid-stream?status=Active>. All addenda issued shall become a part of the contract documents.

Bidders are responsible for checking this website regularly for any changes to the bid documents, such as Addendums.

IB-9. Each bid submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed bid, marked as indicated above, should be enclosed in an additional envelope. Bids, which are transmitted by telephone, by telegraph or by electronic means, will not be accepted.

IB-10. No bid will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Bids received after the bid opening time shall be returned to the Bidder unopened.

IB-11. Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders.

IB-12. Generally, materials incorporated into a project, such as concrete, rebar, asphalt, etc., are tax exempt. Other items not incorporated into the project such as barricades and equipment rental may be subject to sales tax. A copy of the Texas Sales and Use Tax Exemption form is available through the State Comptroller website at <http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf>. This form is a self-certification process. The contractor must complete the form and retain the document in their files. A copy of the form should be sent to the seller/supplier. Bidders should contact their tax consultant or the Texas Office of the Comptroller with any questions related to the payment of sales tax.

BID

Project Description: Siting, licensing and installation of Automated Weather Observation Systems III with Optional Present Weather Sensor and Thunderstrike Alert.

Bid by: Name of Bidder _____
Address _____
Telephone _____ Fax _____
E-mail Address _____

Pursuant to the foregoing Instruction to Bidders, the undersigned bidder having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the project hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and supplies to complete all the work upon which is bid in accordance with the contract documents, within the time set forth and at the prices stated below:

Base Bid: Replace and Relocate					
Item	Qty	Unit	Description Written & Numeric <u>Unit Price</u>	Unit Price	Total Price
1	1	LS	Relocate and replace AWOS III, with self supporting tower, installed complete in place including site selection, site approval by TxDOT and FAA, and acquisition of FCC licensing, according to specification _____ dollars _____ cents	\$ _____	\$ _____
2	1	LS	NADIN/WMSCR Interface Equipment _____ dollars _____ cents	\$ _____	\$ _____
3	1	LS	One year of AWOS maintenance that meets the requirements of FAA AC No. 150/5220-16 (latest revision) _____ dollars _____ cents	\$ _____	\$ _____

Total Alternate Base Bid \$ _____

Additive Alternate Bid 1-3 Items below should be bid with the option to award depending on the availability of funds					
Item	Qty	Unit	Description Written & Numeric <u>Unit Price</u>	Unit Price	Total Price
A1	1	EA	Present Weather Sensor _____ dollars _____ cents	\$ _____	\$ _____
A2	1	EA	Thunder Strike Alert _____ dollars _____ cents	\$ _____	\$ _____
A3	1	EA	Upgrade to Ultra Sonic Wind Sensor _____ dollars _____ cents	\$ _____	\$ _____

Total Bid \$ _____

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and numbers. In case of discrepancy the unit price amount shown in words shall govern. Bidders shall bid on the Base Bid, Alternate Base Bid, and Additive Alternates 1 and 2. Bidders may bid on Alternate Number 3.

The Owner reserves the right to award to the lowest responsible bidder for any combination of the base bid and alternates in order to obtain the best value for the owner per Government Code Section 2156.007 (d). Funding availability will be considered in selecting the bid award.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" for installation of the equipment. Following issuance of the written "Notice to Proceed" for installation, installation shall be completed within 90 calendar days thereafter. Bidder further agrees to pay as liquidated damages the sum of \$200.00 for each consecutive calendar day to complete the work beyond the allotted time or as extended by an approved change Order.

Bidder understands the Owner reserves the right to reject any irregular bid and the right to waive

technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. The bidder agrees this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of the written "Notice of Award", the bidder will execute the formal contract agreement within 14 days and deliver a surety bond or bonds as required under the contract documents. The bid security attached in the sum of 2% of the total bid price _____ is to become the property of the Owner in the event the contract is not executed as set forth in the contract documents as liquidated damages for the delay and additional expense caused thereby.

_____ Signature	_____ Title
--------------------	----------------

_____ Printed Name	_____ Phone
-----------------------	----------------

_____ Mailing Address	_____ City, State, Zip Code
--------------------------	--------------------------------

Addendum:

The undersigned Bidder certifies that he has acknowledged the addendum(s) to the contract as indicated below.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Qualification Acknowledgment:

The undersigned Bidder has enclosed the bidder's qualifications per General Provision 20-02, Prequalification of Bidders.

_____ I have enclosed qualification statements.

Qualification Acknowledgment Signature:

Signature

Title

Mailing Address

City, State, Zip Code

AWOS Technical Specifications

1. Project Description:

- 1.1. The project shall consist of replacing and relocating an existing Automated Weather Observing System with an Automated Weather Observing System III with optional Present Weather Sensor and Thunder Strike Alert components (AWOS III P/T) at the Weslaco Mid Valley Airport. If the system is to be relocated the Vendor will work with the Owner/State to select the best site for the system in accordance with FAA Order 6560-20 (latest revision), "Siting Criteria for Automated Weather Observation Systems". The system shall be installed in accordance with Federal Aviation Administration Advisory Circular 150/5220-16, (latest revision), "Automated Weather Observing Systems (AWOS) for Non-federal Applications" and as indicated in this specification.

The system as installed will include all labor, equipment, materials, peripherals, training, services, one year warranty, one year of AWOS System Maintenance, and incidentals as necessary to place the system in operation to the satisfaction of the Owner/State and be ready for commissioning by the Federal Aviation Administration (FAA). Vendor shall have FAA certification for the AWOS III P/T at time of bid submittal and will provide copies of such approval with their bid submittal.

- 1.2 The Vendor shall ascertain that all AWOS and VHF system components installed in the system are compatible in all respects with each other and the remainder of any existing system. Any non-compatible components shall be replaced with compatible components at no additional cost to the owner.
- 1.3 The Vendor shall utilize an established and proven equipment configuration.
- 1.4 Not applicable
- 1.5 Vendor will prepare the Memorandum of Agreement (MOA) and Operations and Maintenance Manual (OMM) as required by FAA Order 6700.20 for owner signature before scheduling FAA commissioning ground inspection and any other checks required before the AWOS can be authorized to operate.
- 1.6 The following documents shall be considered a part of these provisions:
- AC 150/5220-16, (latest revision) "Automated Weather Observing Systems for Non-Federal Applications"
 - FAA Order 6560.20, (latest revision) "Siting for Automated Weather Observing Systems"
 - AC 70/7460-1, (latest revision) "Obstruction Marking and Lighting"

- TxDOT Aviation Division General Construction Contract Provisions, Volume dated February 2013.

2. Site Location, if AWOS is relocated:

- 2.1. The Vendor shall comply with FAA Order 6560.20, (latest revision) "Siting for Automated Weather Observation."
- 2.2. Vendor shall consider location of available electrical power to reduce sponsor's cost for installation of power at the site when selecting the AWOS site.
- 2.3. The Vendor must submit locations to Owner/State for approval on furnished copy of Airport Layout Plans marked with latitude/longitude and elevation before submitting FAA Form 7460-1. Owner/State shall approve final site selection.
- 2.4. Site approval and documents/applications for the AWOS installation and VHF equipment will be submitted to the FAA and the FCC by the Vendor. If a UHF data link is used in place of the data/control cable connection to the AWOS processor, licensing of the UHF frequency is the responsibility of the Vendor.
- 2.5. The Vendor must notify Owner/State of telephone and electrical connection requirements for the selected AWOS site. Vendor shall coordinate location and requirements with owner so that necessary utility connections can be installed in sufficient time for the installation of the equipment.
- 2.6. Site selection shall be made and proper forms executed and filed with FAA within 90 days from notice to proceed for site selection. Owner/State review and approval will be in addition to the 90-day time frame.
- 2.7. Vendor shall notify Owner/State of any issues occurring with forms filed with FAA for the selected site, and any re-submission of site selection forms.
- 2.8. Vendor shall anticipate the possibility of multiple siting visits per airport, if necessary.

3. FCC License(s)

- 3.1. Vendor must submit necessary forms and acquire Federal Communications Commission License for an AWOS VHF broadcast license. If required, Vendor shall also submit all necessary forms and acquire FCC license for UHF license.
- 3.2. Vendor shall coordinate and monitor the receipt of the licenses with Owner/State and FCC to insure all necessary licenses are received. Vendor shall submit report to Owner/State with all FCC license call signs and expiration dates.

4. Site Preparation

- 4.1 The Vendor shall provide all necessary site preparation work for installation of the AWOS, which includes, but is not limited to removal of existing AWOS, foundations and grounding systems if necessary, grading, leveling, grubbing, and making the site acceptable for installation of necessary foundations and equipment.
- 4.2 Electrical power supply and telephone line for the operation of the system shall be provided by the airport sponsor. The electrical power supply shall terminate with an electrical disconnect 25 feet from the designated installation location. The telephone line shall also terminate at this location in an appropriate box.
- 4.3 Vendor shall provide and install control and data cables in conduit from the AWOS CPU to remote sensors. RF transmitter and receiver shall be provided to the site by the Vendor, if required.
- 4.4 If needed, Vendor shall construct concrete foundations for tower base and other equipment. AWOS Manufacturer shall submit foundation drawings specific to selected site and equipment with specified concrete compressive strength and reinforcing requirements.
- 4.5 Following installation, site shall be cleaned, debris removed and surface leveled to that of surrounding areas to allow for mowing and maintenance of the area disturbed.

5. Installation:

- 5.1. Vendor shall not proceed with installation until approved schedule is developed and only following a notice to proceed by the Owner.
- 5.2 The work shall be performed by the AWOS manufacturer or approved contractor regularly engaged in work of this type, and shall include furnishing and installing the equipment, calibration, start-up, and commissioning of equipment.
- 5.3 Sensors shall be installed at the locations and elevations as approved by Owner/State and the Federal Aviation Administration. All connections of the cables to the sensors, AWOS tower, processing unit and data terminal will be in accordance with the manufacturer's specifications. VHF antenna shall be mounted at the AWOS site, unless other location is approved by Owner/State.
- 5.4 Vendor shall provide and install control and data cables in conduit from the AWOS CPU to remote sensors. RF transmitter and receiver shall be provided to the site by the Vendor, if required.
- 5.5 Vendor shall anticipate multiple installation visits as conditions dictate.

6. Equipment:

- 6.1. AWOS III Instrumentation: The systems to be installed shall be FAA certified as AWOS III or AWOS III P/T as finally configured at time of contract award. All equipment provided shall be new and meet the specifications in FAA AC 150/5220-16 (latest revision).

- 6.1.1. Tower: Existing tower can be refurbished and used if it meets current standards and Vendor equipment. If new tower is needed, Vendor shall install either a self supporting or a tilt-over tower as specified by manufacturer for the system and as indicated on the project specific bid form. The tilt-over tower shall have a steel supporting rest in a concrete foundation that is required to hold tower in its tilt-down position without touching ground. Either tower type shall not exceed the height specified for the equipment to be installed on the tower.

The tower shall be painted with a six-band marking with alternating bands of aviation surface orange (the top band) and white. The bandwidths shall be 1/6 of the height of the tower and perpendicular to the vertical axis of the tower with the bands at each end colored orange. Paint and aviation colors shall conform to Federal Standards. The tower shall be primed in accordance with the tower manufacturer's specifications prior to painting.

A Dual L-810 obstruction light shall be placed within 5 feet of the top of the tower in accordance with FAA requirements. The two lamps on the L810 shall be wired in parallel on a dedicated circuit.

- 6.1.2 Voice Subsystem: A. The voice subsystem shall provide high quality, computer-generated speech for output of the AWOS observation. The voice subsystem should also provide the speech for the local ground-air radio broadcast and for telephone dial-up users. The system shall have the capability of hooking up to a minimum of two (2) phone lines, and for the addition of a manually input voice message at the end of the computer generated voice message. The system shall have the capability of remotely programming a voice message via telephone. A security access code shall prevent unauthorized use, and the system will automatically play back the recorded message and allow the user to reprogram, delete, or accept the message.
- 6.1.3 Uninterruptible Power Supply: The Vendor shall provide a UPS to regulate power and provide a back-up power supply source for power outages. The UPS shall be capable of powering the AWOS for a minimum of one (1) hour.
- 6.1.4 NADIN/WMSCR Interface: The AWOS shall include equipment for interfacing with a Vendor that is approved to download information through the National Airspace Data Interchange Network (NADIN) and into the Weather Message Switching Center Replacement (WMSRCR). Vendor shall provide one (1) year of NADIN connection service to be concurrent with AWOS maintenance contract.

- 6.1.5 Transient and Lightning Protection: AWOS equipment should be protected against damage or operational upset due to lightning surges, power line transients and surges, and from other electromagnetic fields and charges on all sensor input lines, sensor supply lines, and incoming power and data communications lines. Lightning protection systems shall be designed and installed in accordance with the Lightning Protection Code, NFPA 780, and the manufacturer recommendations for all equipment.
- 6.1.6 Test Equipment: The Contractor shall supply the Owner with the necessary test equipment to maintain the AWOS weather sensors according to the manufacturer's FAA approved maintenance plan.
- 6.1.7 Spare Components: The Contractor shall provide the Owner with the manufacturer's minimum recommended spare components necessary to restore the AWOS to service following a malfunction.
- 6.1.8 Maintenance Agreement: The Vendor shall provide a one (1) year AWOS maintenance agreement that meets the requirements of FAA AC No. 150/5220-16 (latest revision) and begins on the date of FAA commissioning. The maintenance agreement shall include all required inspections and maintenance as defined by AC No. 150/5220-16 (latest revision), but will not include any repairs made under the one year warranty for the installed system.

7. Additional Services

- 7.1. The Vendor will perform the following:
 - a. Conduct all required systems performance tests. System must be in total working condition before scheduling FAA site commissioning. If multiple FAA commissioning visits are necessary, Vendor shall reimburse other contractors, the FAA, and the owner for associated additional travel costs if requested.
 - b. Prepare the AWOS for the FAA ground check. Place and keep the AWOS in an operational test mode until it is certified by the FAA. If the FAA disapproves either the ground check or flight check, the Vendor shall correct the discrepancies and re-schedule the FAA ground or flight check.
 - c. Provide a qualified technician on site for any required FAA ground check, flight check, and site commissioning of the AWOS.
 - d. Post any certificates and notices required in AC 150/5220-16, (latest version).
 - e. Vendor to schedule a session after commissioning at the airport to provide complete system operation, maintenance, and repair training. Vendor will ensure that all

airport representatives and operators as designated by the owner are notified of the training session, and will personally conduct the training on site.

- f. Provide one complete set of AWOS system manuals to the owner.

8. Basis of Payment

8.1 Siting, Licensing and Installation:

- a. Each system shall be installed in accordance with the Plans and General and Special Provisions. The unit price shall be full compensation for all labor, equipment, materials, peripherals, training, services, one year warranty, one year of AWOS System Maintenance, and incidentals as necessary to place the system in operation to the satisfaction of the Owner/State and be ready for commissioning by the Federal Aviation Administration.
- b. The contractor is eligible to receive payment up to 95% of the contract amount pending final inspection and acceptance by Owner/State. Release of final payment does not release Vendor of obligation to have equipment certified and commissioned by FAA. Vendor shall correct, repair and/or replace any equipment necessary to have equipment commissioned by FAA. Vendor is not released from this contract until final commissioning of the system.
- c. Vendor shall make all necessary repairs, corrections, changes, and modifications to the AWOS system before acceptance by Owner/State. The airport owner should not be relied upon at any time to assist or make the necessary repairs, corrections, changes, or modifications.

WAGE RATES FOR EACH COUNTY AVAILABLE AT
<http://www.wdol.gov/dba.aspx#0>

ALP and property map



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2170
From:		
Subject: Acceptance of funds in the amount of \$15,000.00 from the U.S. Department of Justice United States Marshals Services for overtime operations by the City of Weslaco Police Department pursuant to the Memorandum of Understanding and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: To accept and receive funds from the United States Department of Justice United States Marshals Services for TASK Force operations to the assigned to the US Marshal/Task Force Officer in the amount of \$15,000.00		
Funding Source (budget code, if applicable): 101-5202-510080		
Amount: \$15,000.00	Term of Impact: October 1, 2018 - September 30, 2019	Identified in Current Budget: Yes
Additional Action Prompted:		
If item previously considered, provide date and action by Commission: Was reviewed and approved by City Commission on December 5, 2018 Agenda Item No.: 2017-1381		
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):		
Roxanne Saavedra Robert Lopez Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends acceptance and approval.		
Attachments, if any: US Department of Justice US Marshals Obligation Document		
Responsibilities upon Approval: Invoice will be submitted in a monthly basis by Weslaco Police Department and Finance Department to agency for reimbursement of overtime wages incurred during Joint Law Enforcement Operations Task Force Obligations. Funds will be requested for reimbursement when overtime is approved for task force related duties.		

Joint Law Enforcement Operations Task Force
Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION²

DOCUMENT CONTROL #:

SECTION 2: PARTICIPATING AGENCIES

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

Weslaco Police Department

and

Southern District of Texas (79)

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

SECTION 3: PERIOD OF PERFORMANCE

October 1, 2018

to

September 30, 2019

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2019	D79	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	\$15,000.00

Total Obligation Amount: \$15,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

TFO overtime for one TFO (\$15,000.00)

SECTION 6: CONTACT INFORMATION

DISTRICT/RTTF CONTACT:

Name: SDUSM George Ramirez

Phone: 956-683-2400

E-mail: george.ramirez@usdoj.gov

STATE/LOCAL CONTACT:

Name: Chief Joel Rivera

Phone: 956-968-8591

E-mail: joel.rivera@weslacotx.gov

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: ANN HEPHNER

Digitally signed by ANN HEPHNER
Date: 2018.12.19 09:50:38 -06'00'

Date: 12/19/2018

Ann Hephner, Administrative Officer

Chief Deputy or RTTF Commander - Obligation Approval:

Signature: RICHARD HUNTER

Digitally signed by RICHARD HUNTER
Date: 2018.12.19 12:22:02 -06'00'

Date: _____

Richard Hunter, Chief Deputy U.S. Marshal

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

Departmental Representative - Acknowledgement:

Signature: _____

Date: _____

[Type Name and Title]

FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

- A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local JLEO participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Period of Performance

- A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
- B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

SECTION 4: Appropriation Data

- A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
- B. Project Codes: District task force obligations are funded under the JLEOTFS4 project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

SECTION 5: Description of Obligation

- A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

SECTION 6: Contact Information

- A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

- A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
- B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
- C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2019-12	
From:			
Subject: Approval of the request from the Weslaco Area Chamber of Commerce to hold the 30th Annual Texas Onion Fest on Saturday, March 23, 2019 at the Mayor Pablo G. Pena City Park, to sell beer during the event, to place a banner promoting the event at the intersection of Texas and Pike Boulevard and Westgate and Frontage for two weeks prior to the event, to waive appropriate fees from ordinances associated with event and authorize the Mayor to execute any related document. (Requested by Weslaco Area Chamber of Commerce.)			
Background: Annual event sponsored by the Weslaco Area Chamber of Commerce.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: Letter to City Hall			
Responsibilities upon Approval:			



January 7, 2019

Mr. Mike Perez, City Manager
City of Weslaco
255 S. Kansas
Weslaco, TX 78596

Dear Mr. Perez,

On behalf of the Weslaco Area Chamber of Commerce and the Texas Onion Fest Committee, I respectfully request that the following item be placed on the agenda for January 15, 2019.

The 30th Annual Texas Onion Fest, sponsored by the Weslaco Area Chamber of Commerce is scheduled for Saturday, March 23, 2019. We would like to request the use of Weslaco City Park at 300 North Airport Drive.

We would also like to request a waiver of all fees and ordinances associated with the event. We will again have a horse show, family area, music, arts & crafts, food booths and musical entertainment throughout the day. We will be selling beer and wine and request permission for these activities. We would also like to request the placement of a street banner promoting Texas Onion Fest over Texas Blvd. south of the intersection of Pike and Texas Blvd. We would request that the City place the banner two weeks prior to the event.

We would also request support from the Weslaco Public Facilities Department, Parks & Recreation Department, Police Department, Fire Department and the EMS as in years past.

Sincerely,

Laura Espinoza
Interim President/CEO
Weslaco Chamber of Commerce

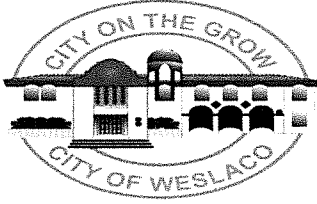
Cc Tony Lopez, Fire Chief
Cc Joel Rivera, Police Chief
Cc Pete Garcia, Public Facilities Director
Cc Omar Rodriguez, Parks Director



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2019-13	
From:			
Subject: Approval to accept financing proposal from City National – Capital Finance for purchase of Fire Department 2019 F-250 4x4 Crew Cab and a 2019 F-550 Chassis 4x4 Regular Cab with aftermarket equipment in the amount of \$74,561.92 and authorize the Mayor to execute any related documents. (Staffed By Finance Department.)			
Background: On 11/20/2018, the purchase of a 2019 F-250 4x4 Crew Cab and a 2019 F-550 Chassis 4x4 Regular Cab in an amount not to exceed \$75,000.00 was approved by the Weslaco City Commission. Staff obtained three proposals for financing and is recommending the most advantageous proposal from City National.			
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):			
Yvette Mendoza		Created/Initiated	
Yvette Mendoza		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Financing Tabulation			
Responsibilities upon Approval:			

WFD 2019 F-250 & F550 Trucks & Aftermarket Equip. RFP 2018-19-06 TABULATION



Frost Bank
100 West Houston Street
San Antonio, Texas
210.220.6850
Scott Anderson
scott.anderson@frostbank.com

KS State Bank
1680 Charles Place
Manhattan, KS 66502
785.587.4050
Christina Ummel
cummel@ksstatebank.com

City National - Capital Finance
168 Wentworth Street
Charleston, SC 29401
410.409.7579
Michael J. Horkey
michael.horkey@cncapitalfinance.com

Option	DESCRIPTION	Pmts	Pmts												
ANNUAL PAYMENTS	5	CONTRACT AMT	\$	74,561.92	5	CONTRACT AMT	\$	74,561.92	5	CONTRACT AMT	\$	74,561.92			
		\$	16,392.67	\$		81,963.35	\$	16,927.83		\$	84,639.15	\$	16,374.02	\$	81,870.10
		ORIGINATION FEE	\$	-		ORIGINATION FEE	\$	-		ORIGINATION FEE	\$	-			
		INTEREST	\$	7,401.43		INTEREST	\$	10,077.23		INTEREST	\$	7,308.18			
		TOTAL	\$	81,963.35		TOTAL	\$	84,639.15		TOTAL	\$	81,870.10			
		3.24%		4.38%			3.20%								

[Handwritten signature]
1-2-19

Tabulation created by: Homer Rhodes on: 1/2/2019

December 18, 2018

Mr. Homer Rhodes
Purchasing Agent – Finance Department
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Via Email: hrhodes@weslacotx.gov

RE: Lease / Purchase Proposal

Dear Mr. Rhodes:

BciCapital Management, Inc. (formally City National Capital Finance, Inc.) is pleased to present this tax-exempt lease financing Proposal (the “proposal”) to the City in connection with the above referenced privately placed lease financing.

Lessee: The City of Weslaco, Texas

Lessor: BciCapital Management, Inc. or one of its affiliates or assigns

Type of Financing: Tax-exempt Master Lease Agreement (the “Agreement”) with a series of schedules thereto. If Lessee selects Lessor to provide the requested financing it will be documented as Schedule V to the already existing Master Lease between the parties. Said Agreement shall be considered a net lease arrangement whereby the Lessee is responsible for all costs of operation, maintenance, insurance and taxes. Payments due under the Agreement shall be based on the annual appropriation of funds during each year of the lease.

Leased Equipment: Two (2) new trucks as outlined below:

Ford F-250 Truck:	\$31,990.08
Ford F-550 Truck:	\$39,154.84
After Market Equipment:	\$3,417.00

Total Equipment Cost: \$74,561.92 (+/- 10%)

Total Lease Amount: \$74,561.92 (+/- 10%)

Lease Term: Five (5) years with annual payments made in arrears (please refer to Exhibit A - Sample Amortization Schedule).

Lease Rate: 3.20%

Closing Date: On or Before January 18, 2019

Rate Lock: The indicated Lease Rate will be fixed until January 18, 2019

If, for any reason, the Lease(s) is not closed by January 18, 2019, the Lease Rate shall be adjusted five (5) days prior to the Lease Funding Date using the following formula:

Lease Rate = (3 year LIBOR Swap Rate + 1.20) *.79

Upon closing the Rate shall remain fixed for the entire duration of the lease.

Pre-Payment

Premium: No call will be permitted during the Lease Term.

Escrow Funding: Lessor anticipates funding the proceeds of this Schedule into escrow at City National Bank of Florida at no cost to Lessee. The Equipment Acquisition Fund will be used to pay equipment vendors/contractors and any escrow expenses. Lessor to review and approve escrow disbursements prior to disbursement.

**Bank or Non-Bank
Qualification:**

Lessee will designate its Bank or Non-Bank Qualified status at the time of award, stating that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar a given calendar year will or not exceed ten million dollars (\$10,000,000).

Reimbursement: If Lessee intends to be reimbursed for any equipment costs associated with this Agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced, and must qualify under Treasury Regulation Section 1.150.2.

Authorized Signors: Lessee's governing board shall provide Lessor with its resolution or ordinance authorizing this Agreement and shall designate the Individual(s) to execute all necessary documents used therein.

Legal Title: Title to the equipment will be in the name of the Lessee.

Legal Opinion: Lessee's counsel shall furnish Lessor with an opinion covering the Master Lease and the documents used herein. This opinion shall be in a form and substance satisfactory to Lessor.

Documentation: Documentation will be furnished by Lessor and will be in a form and substance satisfactory to the parties. Lessee will also provide board resolutions, incumbency certificates and other documentation required by Lessor. Sample Master Lease attached.

Insurance: Lessee shall furnish confirmation of all-risk physical damage insurance coverage for the full cost of the property plus one million dollars (\$1,000,000) combined single limit property damage and bodily injury insurance covering the property for each Schedule. In the event the Lessee maintains self-insurance, or alternative coverage, Lessor must approve the final insurance arrangements.

Assignment: Lessor may sell, assign or encumber all or any part of its right title and interest in any or all Lease Schedules; however, in no event shall the Lessor assign this agreement as a public offer of participation. Lessee consents to a private placement transaction within the meaning of applicable federal securities laws. Lease Schedules may be offered and sold solely to one or more persons who are reasonably believed to be qualified institutional buyers or accredited investors.

Treatment: The Lender intends to treat the Lease Schedules as privately placed loans versus a securities and each will therefore be issued as single obligations equal to the amount of the borrowing. The Schedules will not be assigned CUSIPs, registered with the DTC, feature certain transfer restrictions between bank affiliates or institutional buyers and cannot be marketed via an offering document.

Market Disruption: Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this proposal letter, including but not limited to any governmental action (including changes to the tax-code) or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, Lender may modify the pricing and indexing as described herein.

Disclosure: Lessor is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and does not provide financial or tax advice.

Proposal Expiration: Lessee must notify Lessor that it is the apparent winner of the bid by December 30, 2018, otherwise this Proposal shall expire unless extended, in writing, by Lessor. If notification occurs by this date the Lessor will honor the quoted Lease Rate until January 18, 2019, after which the Lease Rate will be subject to indexing. This Proposal and any subsequent approvals will automatically expire if the Schedule is not closed by February 28, 2018.

Credit Due Diligence: In order for Lender's credit administration group to expedite its review of this transaction, Lender will require the following Borrower information:

- 3 most recent years of audited financial statements (received)
- Most recent Interim financial statements
- Most recent financial projections
- Documentation referenced throughout the RFP and this Proposal

Additional information may be requested during the underwriting process.

This Proposal is a summary regarding the financing transaction on the general terms and conditions outlined herein. This Proposal is not intended to and does not create any binding legal obligation on the part of either party. Credit, legal and investment approval have not yet been obtained for the amount or other aspects of the proposed financing, and after obtaining the same, any commitment will be subject to the negotiation, execution and delivery of final legal documentation acceptable to all parties and their counsel. Lessor may change the terms or cease future consideration of the financing at any time without liability to Lessee. In any event, the terms and conditions of this Proposal, shall be superseded by and shall no longer be effective upon the execution and

delivery of final legal documentation with respect to this proposed transaction. This Proposal does not purport to summarize all of the terms and conditions upon which the Lease is to be based, which terms and conditions would be contained fully in final documentation, and indicates only the principal term and conditions under which the transaction will be considered

It is a pleasure to offer this financing proposal to the City. We hope that our genuine excitement regarding the opportunity shines through in our response. And as always, please don't hesitate to reach out with any questions.

Very truly yours,



Digitally signed by Michael J. Horkey
DN: cn=Michael J. Horkey, o=CNCF, ou,
email=michael.horkey@cncapitalfinanc
e.com, c=US
Date: 2018.12.18 13:22:26 -05'00'

Michael J. Horkey
Senior Vice President
BciCapital Management, Inc.
michael.horkey@bcicmg.com

Agreed to and Accepted by:
The City of Weslaco, Texas

Name of Authorized Signor

Title of Authorized Signor

Date of Proposal Execution

**Exhibit A
Schedule V
Sample Amortization**

Compound Period: Annual

Nominal Annual Rate: 3.200%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	1/18/2019	74,561.92	1		
2 Payment	1/18/2020	16,374.02	5	Annual	1/18/2024

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	1/18/2019				74,561.92
1	1/18/2020	16,374.02	2,385.98	13,988.04	60,573.88
2	1/18/2021	16,374.02	1,938.36	14,435.66	46,138.22
3	1/18/2022	16,374.02	1,476.42	14,897.60	31,240.62
4	1/18/2023	16,374.02	999.70	15,374.32	15,866.30
5	1/18/2024	16,374.02	507.72	15,866.30	0.00
Grand Totals		81,870.10	7,308.18	74,561.92	



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2019-1	
From:			
Subject: Approval on renewal of the Interlocal Cooperation Agreement with the County of Hidalgo for Rural Emergency Services and authorize the Mayor to execute any related documents. (Staffed by Weslaco Fire-EMS Department.)			
Background: This is a renewal of the rural Fire Contract between the City of Weslaco and Hidalgo County for fire protection. this contract shows increases in the amount of reimbursement for calls for service and identifies them by category in the rural Hidalgo county.			
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):			
Melissa Valdez		Created/Initiated	
Antonio Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: staff recommends approval			
Attachments, if any: InterAgmt			
Responsibilities upon Approval:			

INTERLOCAL COOPERATION AGREEMENT BETWEEN (Entity) **AND HIDALGO COUNTY, TX**

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 1st day of December, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Weslaco, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 1 day of January, 2019.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

- 1.1 This contract shall be for a period commencing on **January 1, 2019**, and shall terminate on **January 1, 2022**.
- 1.2 After **January 1, 2022**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.
- 1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.
- 1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.
- 1.5 **Any modifications to invoices shall be approved by both parties.** All Incident Reports should be submitted to County Fire Marshal's Office within (fifteen) 15 days of the following month and the County Fire Marshal's Office shall review all reports up to (fourteen) 14 days from date of receipt to determine approval or any adjustments agreeable to both parties prior to sending to Auditors Office for payment. Approved invoices shall be paid no later than **thirty (30) days** upon receipt of invoice by County.

- 1.6 Commencing on the 1 day of January 2019 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BASIC FIRST AID - Refers to the initial process of assessing and addressing the needs of someone who has been injured or is in physiological distress due to choking, minor scrapes and bruises, allergic reactions, drugs or other medical emergencies. Basic first aid allows you to quickly determine a person's physical condition and the correct course of treatment. You should always follow correct first aid procedures for it can be the difference between life and death.

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) INCLUDING situations of bee removal of hazards where no attack is in progress when arriving at emergency scene, or sustained at the time of response where firefighters are required to utilize bee suits and equipment.

BODY RECOVERY – Any recovery of a deceased human remains.

CATEGORY – All and any emergency response shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a sworn position.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

ENTITY – The parent organization of a Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any regional response team/public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call that requires fire personnel to investigate the scene or incident to make a determination as to whether or not there is an emergency incident. If there are multiple alarms at the same location the responding Primary/Secondary Entity shall notify the Fire Marshal's Office by the next Business Day.

FIREFIGHTING – Any incident upon arrival that is a Working Structural and/or Vehicle Fire, a Petroleum Based Fire, or Brush, Grassland or Rubbish Fire requires the action or process of extinguishing fires by Entities

GOOD INTENT CALLS – Any emergency incident response where fire personnel were summoned, but were not required to take any action (investigation, standby, or there was no actual incident). **Response to this type of call must come through a dispatch point.**

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – response to any incident at a First Responder (**Awareness & Operations**) Level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. (fuel spills **below 35 gallons**, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.)

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– response to any incident at the Technician Level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, (i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills **above 35 gallons** from any structure, vehicle, and or storage type facility..

INCORPORATED / UNINCORPORATED AREA(S) - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city shall not be covered in this contract.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and “standing-by” for any situation in pursuance of a law enforcement, and or Investigative mission. **Excluding MVA duties (Traffic Control, Wash downs, Patient Packaging).**

MASS CASUALTY INCIDENT – any emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, (i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.)

MEDICAL CALL – In an emergency situation, under exigent circumstances and the situation dictates immediate medical attention **excluding Basic First Aid.** An EMS protocol shall be set up as follows:

Medical calls to be eligible for this category shall be limited to:

1. Burns/Explosions
2. Carbon Monoxide/Inhalation/Haz-Mat/CBRN
3. Electrocutions/Lightning
4. Inaccessible Incident, Other Entrapments (non-traffic)
5. Psychiatric/Abnormal Behavior/Suicide Attempt
6. Traffic/Transportation Incidents
7. Heart Problems– Stroke - Chest Pains – Cardiac or Respiratory Arrest/Death
8. Person Down – Unconscious/Non Responsive, Fatality
9. Breathing Problems -Choking
10. Traumatic Injuries

This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – When a Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of Public Works/Am-Bus/Regional Response Teams that is called upon to help mitigate the emergency. The call for additional resources is made by the Primary Entity and the call from Secondary Entity may be based on the extenuating circumstances, and may be made by the On-Scene Incident Commander, and must go through a dispatch point. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. **Secondary Entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a “Special Situation”.**

OPERATIONAL PERIOD – A twelve (12) hour standard period shall be recognized for considering additional funding to responding Entities that is recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any emergency incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium

PRIMARY ENTITY – An Entity who has contracted as a party with the County and is assigned to respond as the Lead Emergency Incident-Based Response Agency to the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency incident as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS/REGIONAL RESPONSE TEAM/AM-BUS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the On-Scene Incident Commander through the County Fire Marshal’s Office. The Am-Bus is an additional resource that may respond to any special situation to provide tactical rescue/EMS assistance and support for any first responder regardless of discipline. The Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

REIMBURSEMENT PLAN – **County** method by which contracted Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

RUBBISH/BRUSH/GRASS//WILDLAND FIRE– Any fire occurring in vegetative areas, trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit “B”, attached hereof. The rural response district may be amended from time to time pursuant to Section 3.2.

SEARCH and RESCUE CALLS – all rescues of person(s), from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse Excluding Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING any aid to any other Jurisdictions in their city limits or other counties.**

SERVICE CALLS – any call involving, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than “VEHICULAR EXTRICATION” is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of any specialized tools; hydraulic, and/or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (I.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any spill where there is no fire and the spill consists of vegetation such as fruits & vegetables and any other non petroleum based products on roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a “downed-wire” or “low-hanging wire” or energized or with/without fire and the responding **Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation.** Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. **Any situation where the Entity is not required to stand-by for the service company will be classified as a Service Call.**

3.0 ENTITY RESPONSIBILITIES

- 3.1 Entity hereby agrees to provide emergency incident response based services, *if resources are available*, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.
- 3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit “C”. Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff’s Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

- 3.3 Entity hereby agrees to seek authorization from the County Fire Marshal PRIOR to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B" unless authorized by the County Fire Marshals and/or Entity of the Rural Response District, Otherwise Entity shall not be reimbursed for services rendered outside their designated geographical area.
- 3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.
- 3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.
- 3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.
- 3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.
- 3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.
- 3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.
- 3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. A simple trash burning call will be referred to the appropriate law enforcement agency, i.e... Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1.1 ADMINISTRATION

- a. Administration of Fire Marshal's Office
- b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
- c. Commercial Building Inspections
- d. Fire Safety Inspections
- e. Adult and Child Day Care Facility Inspections
- f. Health Care Facility Inspections
- g. Existing and New Construction Inspections
- h. Implementation and Enforcement of the most current version of the International Fire Code.
- i. Issuance and Regulation of Burn Permits in Rural County areas
- j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
- k. Plat/Plan Reviews and approvals

4.2.2 INVESTIGATIONS

- a. Conduct Fire Investigations
- b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
- c. Provide Information and Reports
- d. May Provide **Assistance** to municipal's Fire Marshal or representative with Fire Investigations, upon request.

- e. May Provide Primary Assistance to contracted entity where there is no fire investigator at present the county may with advanced notification to HCFMO so that arrangements can be made.
- f. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 FIRE PREVENTION

- a. Plan, coordinate and direct activities.
- b. Conduct and participate in training with all Fire Departments.
- c. Acquire and maintain equipment.
- d. Conduct public education.
- e. Perform fire safety presentations.

4.2.4 ADMINISTER RURAL EMERGENCY SERVICES CONTRACT

- a. Review and process all requests for reimbursements on timely manner.
- b. Confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.
- c. Determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 RESPONSE

- a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
- b. Will respond to any major incidents.
- c. Will integrate into the NIMS/ICS structure as appropriate
- d. Will assist the Incident Commander with any duties as assigned.
- e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

- 5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons traveling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.
- 5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.
- 5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or its duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.
- 5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

- 6.1 County shall reimburse Entity for services provided hereunder in a lump sum payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services discrepancies for reimbursement or any change in the reimbursement rate category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for approval or to challenge the disapproval within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

- a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.
- b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Executive Chief Officer.
- c. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district to include any mutual aid outside response district, Entity shall receive a monthly lump-sum payment for all authorized services in accordance with the following payment schedule and categories;

- | | | |
|--------------|---------------------|---------------------------------------|
| (6.1.4.I.) | CATEGORY I (CI) | Flat rate of \$1,500.00 per incident. |
| (6.1.4.II.) | CATEGORY II (CII) | Flat Rate of \$ 750.00 per incident |
| (6.1.4.III.) | CATEGORY III (CIII) | Flat Rate of \$ 350.00 per incident. |

6.1.4.I. CATEGORY I. A rate of \$ 1,500.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- | | | |
|-----|---|---------|
| .1 | FIREFIGHTING STRUCTURAL / VEHICLE (as
department) | primary |
| .2 | HAZARDOUS MATERIALS (TECHNICIAN LEVEL) | |
| .3 | MASS CASUALTIES | |
| .4 | RESCUE CALLS | |
| .5 | VEHICULAR EXTRICATION | |
| .6 | <u>PUBLIC WORKS/REG. RESPONSE TEAMS, AND/OR AM-BUS RESPONSE</u> | |
| .7 | REGIONAL MEDICAL RESPONSE TEAM | |
| .8 | SECONDARY ENTITY (in place of primary department.) | |
| .9 | SPECIAL SITUATIONS | |
| .10 | RUBBISH/BRUSH/GRASS// <u>WILDLAND</u> above one (1) hour | |

6.1.4.II. CATEGORY II. A rate of \$ 750.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 BEE ATTACKS
- .2 HUMAN REMAINS RECOVERY CALLS
- .3 RUBBISH/GRASS//WILDLAND (31 minutes to 1 Hour)
- .4 HAZ-MAT (AWARENESS/OPERATIONS LEVEL)/WASH DOWN
- .5 LAW ENFORCEMENT ASSISTANCE
- .6 MUTUAL AID
- .7 MEDICAL CALLS
- .8 MVA (PATIENT PACKAGING, SECURE VEHICLE)
- .9 PETROLEUM BASED INCIDENT STANDBY
- .10 TRAFFIC CONTROL
- .11 WIRELINE INCIDENTS (ALL TYPES)

6.1.4. III CATEGORY III. A Rate of \$ 350.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 BASIC FIRST AID
- .2 RUBBISH/BRUSH/GRASS//WILDLAND (30 minutes & below)
- .3 FALSE ALARM CALL
- .4 GOOD INTENT CALLS
- .5 LANDING ZONE
- .6 SERVICE CALLS

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination.

9.0. MISCELLANEOUS

9.1 CONFLICT WITH APPLICABLE LAW. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended

only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity The City of Weslaco
 255 S. Kansas Ave
 Weslaco, Texas 78596

If to County: County of Hidalgo
 County Judge's Office
 100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
 P.O. Box 1356, Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States Mail.

9.6 ADDITIONAL DOCUMENTS. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 HEADINGS. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 IMMUNITIES. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County.

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.)

CITY OF <u>Weslaco</u>	
By: _____	Date _____
ATTEST:	

City Secretary	

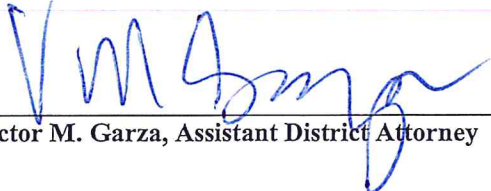
COUNTY OF HIDALGO	
Ramon Garcia, County Judge	Date _____
ATTEST:	

Arturo Guajardo, Jr., County Clerk	

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By:



Victor M. Garza, Assistant District Attorney

EXHIBIT “A”

Hidalgo County Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____		COUNTY INCIDENT: _____	
DATE : _____	ALARM TIME : _____	ARRIVAL TIME: _____	DEPART TIME: _____
SITUATION REPORTED: _____		SITUATION FOUND: _____	
MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____			
_____ NON-APPLICABLE		DEPARTMENT: _____	
CALLER NAME: _____		REQUESTING PERSON: _____	
CALLER NAME: _____			
CALLER ADDRESS: _____		OTHER: _____	PHONE: _____
CALLER PHONE: _____		WALK-IN: _____	
INCIDENT LOCATION: _____			
OCCUPANT NAME: _____		OWNER NAME: _____	
OWNER ADDRESS: _____			
OWNER PHONE #: _____		OCCUPANT PHONE #: _____	
INCIDENT CAUSE: _____			
TYPE OF ACTION TAKEN: _____			
UNITS RESPONDING: _____		UNITS COMMITTED: _____	
# OF PERSONNEL: _____		MILEAGE (ROUND TRIP): _____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____	
COMMENTS: _____ _____ _____			
INCIDENT COMMANDER: _____		REPORT PREPARED BY: _____	
ESTIMATED \$ LOSS: _____		ATTEST: _____ FIRE CHIEF	
REIMBURSEMENT REQUESTED: _____ \$350.00 _____ \$750.00 _____ \$1,500.00			

HCFMO Approval Amount: _____\$350.00 _____\$750.00 _____\$1,500.00

EXHIBIT “B”

PAY OUT PLAN:			
	2019	2020	2021
CATEGORY I	\$ 1,500	\$ 1,650	\$ 1,825
CATEGORY II	\$ 750	\$ 825	\$ 905
CATEGORY II	\$ 350	\$ 385	\$ 425

EXHIBIT “C”

[illegible]



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2019-2	
From:			
Subject: Approval on Ordinance 2019-01 amending Ordinance 2000-06 designating a staff member from the City Secretary Office as the Local Registrar and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-01. (Staffed by the City Secretary Office.)			
Background: Section 191.022 of the Texas Health and Safety Code states by position of municipal clerk or secretary is the local registrar unless otherwise noted. Cities of McAllen, Pharr and Hidalgo are structured this way with the staff member under the supervision of the City Secretary. Staff recommends approval.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: O2019-01 local registrar			
Responsibilities upon Approval:			

ORDINANCE 2019-01

AN ORDINANCE AMENDING ORDINANCE 2000-06 AND ORDINANCE NO. 7139 CODIFIED AS ARTICLE 1 SECTION 2-2, AMENDING SECTION 2-3, THE OFFICE OF THE CITY REGISTRAR; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

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

SECTION I: Ordinance No. 7139 passed and approved on January 4, 1972 and now codified as Article I Section 2-2 was amended by Ordinance 2000-06 by adding Section 2-3

SECTION 2: Article I Section 2-3 is hereby amended to read as follows upon final passage.

Sec. 2-3: A member of the City Secretary Office shall be designated to administer duties of the City Registrar of Vital Statistics for the City of Weslaco.

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 15th day of January 2019.

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

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Aida Vega, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2019-3	
From:			
Subject: Approval on Third Amendment to Inter-local Cooperation Agreement between County of Hidalgo and City for utilization of space at City Hall for Precinct 1 offices and authorize the Mayor to execute any related documents. (Staffed by City Manager.)			
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):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: Third Amendment Interlocal			
Responsibilities upon Approval:			

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

FILED	
AT <u>11:30</u>	O'CLOCK <u>A</u> M
DEC 18 2018	
ARTURO GUJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS	
BY <u>[Signature]</u>	DEPUTY

**THIRD AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND
CITY OF WESLACO, TEXAS**

This Third Amendment to the Interlocal Agreement is made this 14th day of December, 2018, by and between **COUNTY OF HIDALGO, TEXAS**, ("County"), and **CITY OF WESLACO** ("City").

WHEREAS, the City and County entered into an Interlocal Agreement dated July 3, 2018, wherein County will utilize space available within the City of Weslaco for the Justice Courts in Precinct #1 to hold court in the municipal courtroom located at 901 N. Airport Dr., Weslaco, TX 78596 and for the Offices of Commissioner Precinct #1 to continue to operate at Weslaco City Hall located at 255 S. Kansas Ave., Weslaco, TX 78596 (the "Premises");

NOW, THEREFORE, and in consideration of the terms and provisions set forth herein, for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, City and County hereby agree to the following amendment to the Agreement:

1. The term of the agreement shall be extended to April 1, 2019, by agreement of the parties.
2. Except as modified herein, all other terms and conditions of the Agreement, as amended, remain in full force and effect and City and County ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the day and year first above written.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

ATTEST:

BY: _____
City Secretary

COUNTY OF HIDALGO, TEXAS



BY: Ramon Marcia
Ramon Garcia, Hidalgo County Judge

ATTEST:

By: Arturo Guajardo Jr.
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 12/11/18 rrs

Approved by the Hidalgo County Commissioner's Court on 12-11-18.

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: Josephine Ramirez-Solis
Josephine Ramirez-Solis, Assistant District Attorney



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2180
From: Joe Pedraza		
Subject: Discussion and consideration after public hearing on behalf of Jamie & Jessica Rodriguez to approve Conditional Use Permit to operate an Event Center at 331 S. Texas Blvd. Also being Lot 17, Block 26, Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Planning & Code Enforcement Department.)		
Background: The applicant is requesting to obtain a Conditional Use Permit to operate an Event Center. Twenty- two (22) property owners within 200 feet of the applicant's property were notified by letter on December 21, 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 application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on December 17, 2018.		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval of the request on January 2, 2019.		
Rebekah De La Fuente Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: 331 S Texas Blvd- Attachments, 331 S Texas- Aerial		
Responsibilities upon Approval: Staff will notify applicant.		



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. _____

RECEIVED

DEC 14 2018

Planning &
Code Enforcement Dept.

PROPOSED PROJECT

Legal Description of Property for which Conditional Use Permit is requested:

Lot Seventeen (17) Block 26

Subdivision Name _____

Street Address 331 S. Texas Blvd.

Existing Zoning Business/Commercial Existing Land Use Retail Store

Purpose for the Conditional Use Permit Request Open an event center for use for bridal showers, baby showers, small gatherings, Also holiday markets, art exhibits, corporate events.

What, if anything, is planned to minimize the impact on the surrounding land uses: _____

_____ \$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 Jaime & Jessica Rodriguez Phone 956-501-5051

Address 603 W. 18th St. Fax: 956-969-0459

City Weslaco State TX. Zip Code 78596 E-Mail: contactjjr@yahoo.com

OWNER

Name Jaime & Jessica Rodriguez Phone 956-501-5051

Address 603 W. 18th St. Fax: 956-969-0459

City Weslaco State TX. Zip Code 78596 E-Mail: contactjjr@yahoo.com



RECEIVED

DEC 14 2018

Planning &
Code Enforcement Dept.

Date: 12-13-18

RE: 331 S. Texas Blvd, Weslaco Texas

Owners: Jaime & Jessica Rodriguez

I am writing to officially request a "Conditional Use Permit" for "Greet & Gather" a new business venture in Downtown Weslaco.

Name: "Greet & Gather" Downtown Weslaco

Location: 331 S. Texas Blvd., Weslaco

Purpose: Small event center for bridal showers, baby showers, small gathers, plus various events throughout the year such as Holiday & Christmas Markets, art exhibits, corporate events etc. Our hope is to provide a spark of revitalization to the Downtown area, as well as drive traffic and interest to the area. Our plans are to make significant improvements to the exterior facade and interior upgrades that will restore this historical building to its previous charm.

Owners: Jaime & Jessica Rodriguez

Alcoholic Beverages: We will not be preparing or selling food or alcohol, if city regulations permit, we will allow our guests to bring wine or champagne for their private events.

Hours of Operation: 7 Days a week, Rental times available will be approximately :11am - 2pm, 3 - 6 pm . Various rental time options will be available depending on client request.

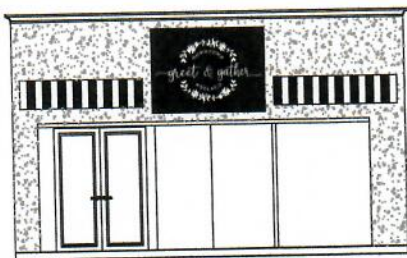
Parking: Downtown street parking will be utilized for events.

Thank you for your consideration!

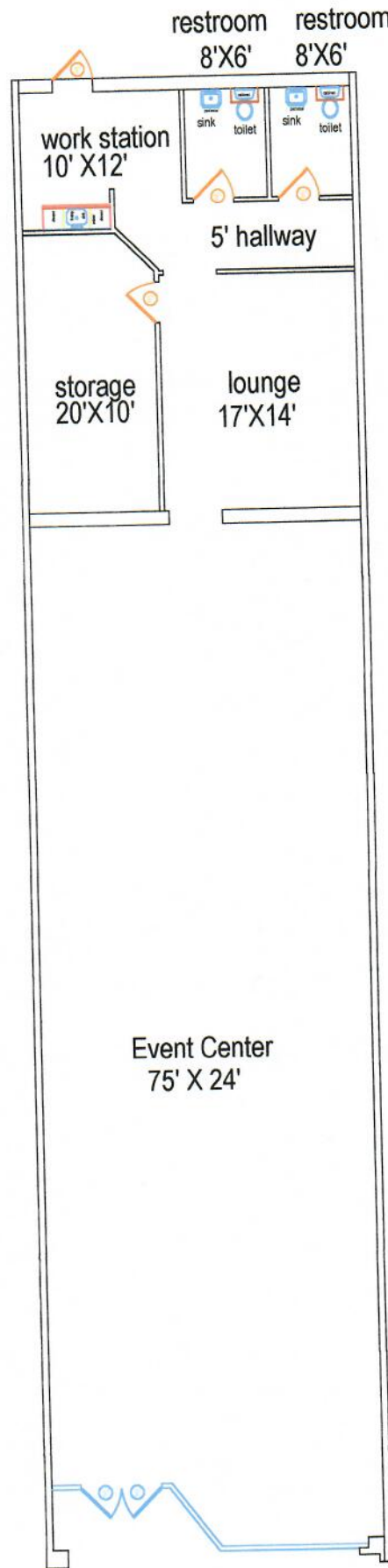
Jaime & Jessica Rodriguez



331 S. Texas Boulevard
Weslaco, Texas 78596



Event Center
2700 sq.ft



RECEIVED

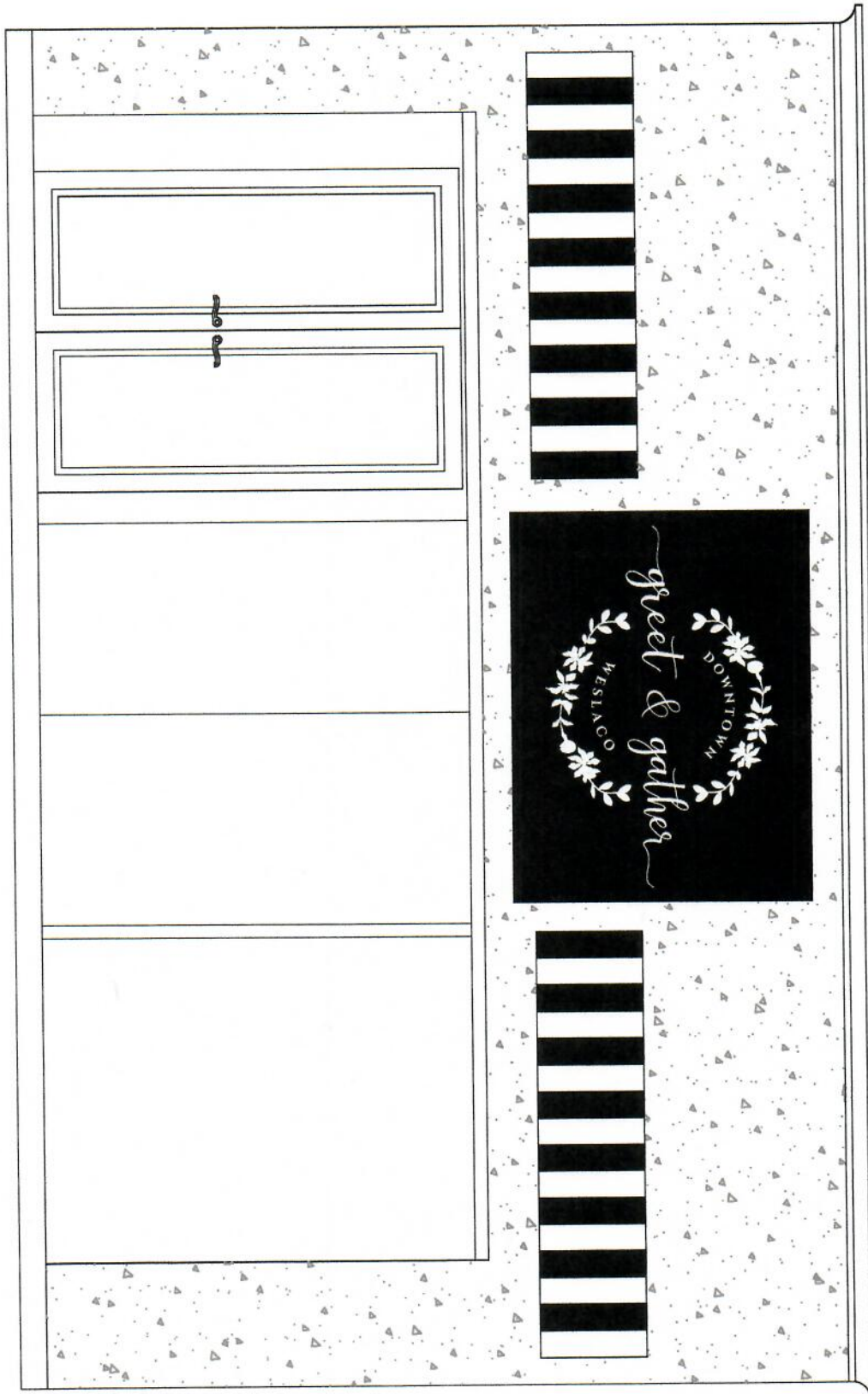
DEC 14 2018

Planning &
Code Enforcement Dept.

RECEIVED

DEC 14 2013

Planning &
Code Enforcement Dept.



RECEIVED

DEC 14 2013

Planning &
Code Enforcement Dept.

Concept



City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

December 21, 2018

Legal Notice

Dear Occupant:

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

CONDITIONAL USE PERMIT REQUEST:

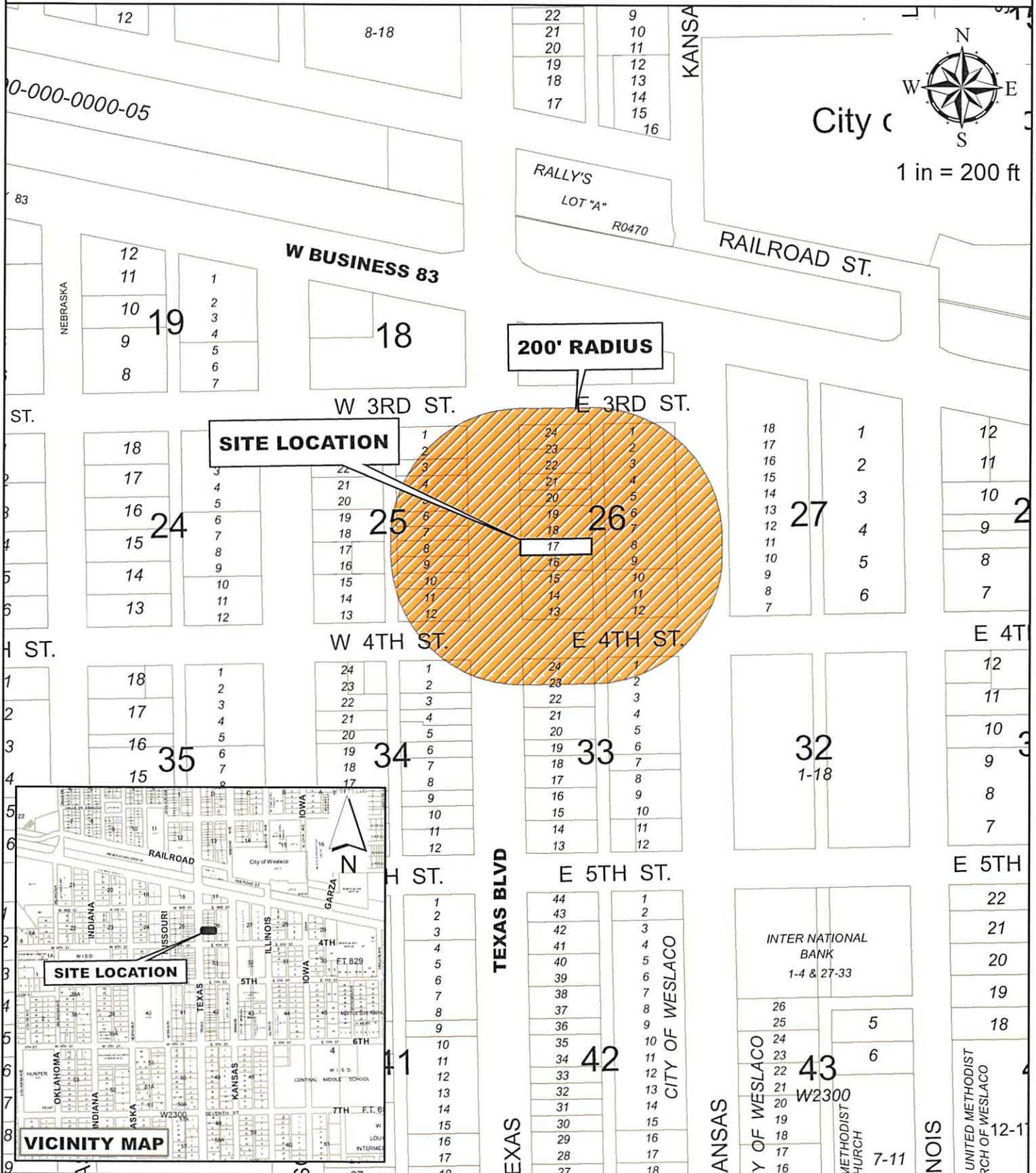
Jamie & Jessica Rodriguez is requesting a Conditional Use Permit to operate an Event Center at 331 S. Texas Blvd. Also being Lot 17, Block 26, Original Townsite of Weslaco, Weslaco, Hidalgo County, and Texas.

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.

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

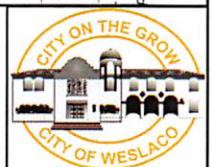
Sincerely,

Rebekah de la Fuente
Senior Planner



Jaime & Jessica Rodriguez
331 S. Texas Blvd
Lot 17 of Block 26

Purpose for the conditional use
Existing zoning: B-1
Existing land use: Event Center
CUP request: Small Gatherings



DEC 19, 2018

GONZALEZ ENRIQUE JR 420 N 11TH DONNA TX 78537-2714	W2300-00-025-0001-00 WESLACO ORIGINAL TOWNSITE BLK 25 300 S TEXAS BLVD	L: 36300 B: 243370
ALONZO ENRIQUE 1200 N 15TH ST MCALLEN TX 78501-4408	W2300-00-025-0003-00 WESLACO ORIGINAL TOWNSITE BLK 25 306 TEXAS	L: 19800 B: 118985
CJ3 PROPERTY INVESTMENTS LLC PO BOX 63 WESLACO TX 78596-6108	W2300-00-025-0004-00 WESLACO ORIGINAL TOWNSITE BLK 25 6 308 S TEXAS BLVD	L: 39930 B: 160403
GONZALEZ ENRIQUE JR 420 N 11TH DONNA TX 78537-2714	W2300-00-025-0006-00 WESLACO ORIGINAL TOWNSITE S20' L T 7 BLK 25 326 S TEXAS BLVD	L: 17820 B: 71180
OLIVEIRA LEONEL SR SR 322 S TEXAS BLVD WESLACO TX 78596	W2300-00-025-0007-00 WESLACO ORIGINAL TOWNSITE BLK 25 338 S TEXAS BLVD	L: 17820 B: 37379
OLIVEIRA LEONEL 332 S TEXAS BLVD WESLACO TX 78596-6108	W2300-00-025-0008-00 WESLACO ORIGINAL TOWNSITE BLK 25 332 S TEXAS BLVD	L: 19800 B: 61598
ADAMS EMILY LEE 332 S TEXAS BLVD WESLACO TX 78596-6108	W2300-00-025-0009-00 WESLACO ORIGINAL TOWNSITE BLK 25 336 S TEXAS BLVD	L: 19800 B: 17840
GONZALEZ VICTOR DANIEL 338 S TEXAS BLVD WESLACO TX 78596-6108	W2300-00-025-0010-00 WESLACO ORIGINAL TOWNSITE BLK 25 338 S TEXAS BLVD	L: 19800 B: 41200
EVERETT ADELE JEFFERS 16 DOVER DR ENDICOTT NY 13760-4310	W2300-00-025-0011-00 WESLACO ORIGINAL TOWNSITE BLK 25 340 S TEXAS BLVD	L: 36300 B: 223955
DITTBURNER LARRY 260 S TEXAS BLVD STE 400 WESLACO TX 78596-6191	W2300-00-026-0001-10 WESLACO ORIGINAL TOWNSITE LOTS 1 107 E 3RD ST	L: 107663 B: 34577
AGD LP PO BOX 8097 WESLACO TX 78599-8097	W2300-00-026-0010-10 WESLACO ORIGINAL TOWNSITE LOTS 1 0 E 4TH ST	L: 40013 B: 0
AGD LP PO BOX 8097 WESLACO TX 78599-8097	W2300-00-026-0013-00 WESLACO ORIGINAL TOWNSITE BLK 26 345 S TEXAS BLVD	L: 54450 B: 295566

DEC 19, 2018

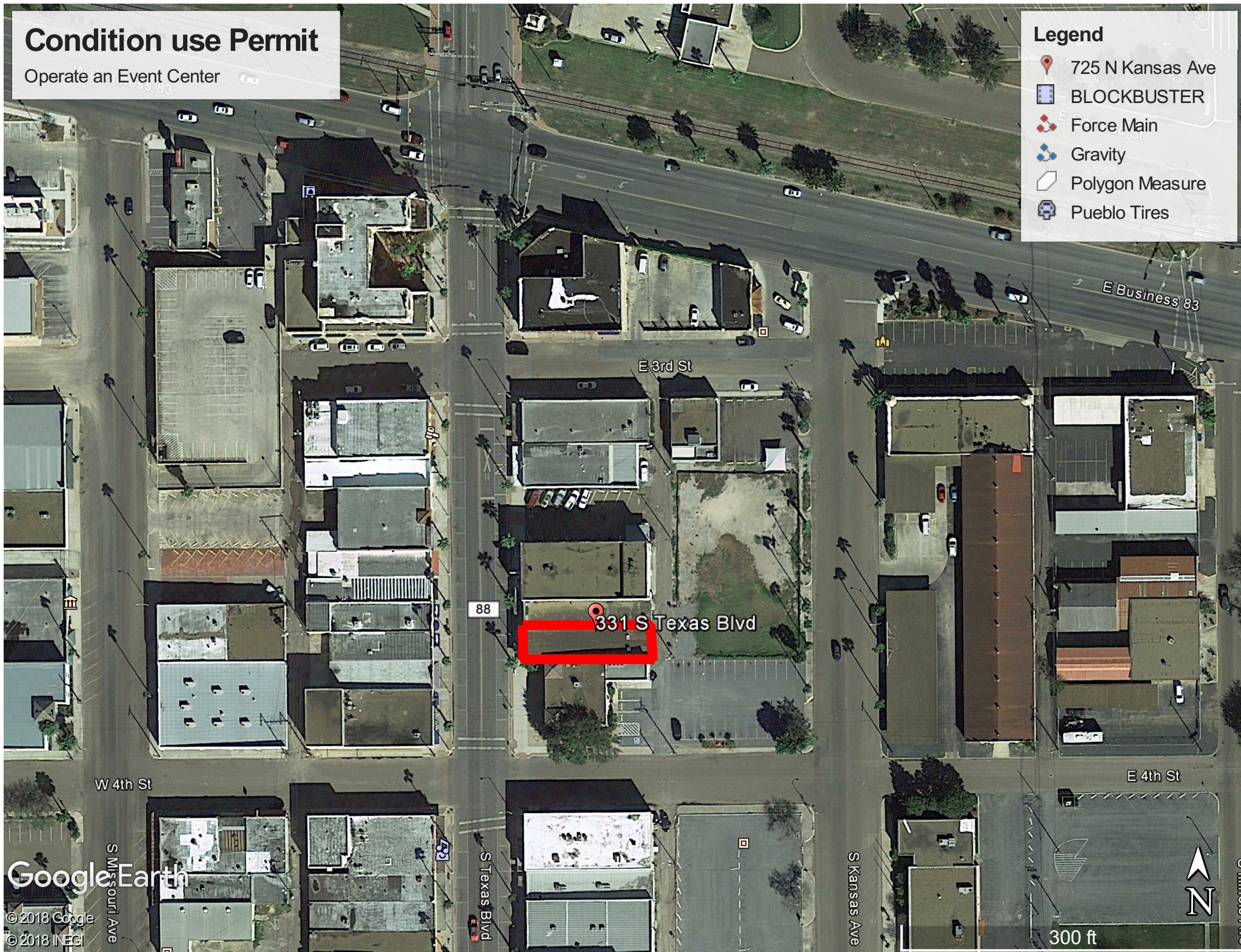
PHOENIX DBD LLC 615 W 18TH ST WESLACO TX 78596-7808	W2300-00-026-0016-00 WESLACO ORIGINAL TOWNSITE BLK 26 337 S TEXAS BLVD	L: 19800 B: 109003
ARJONA HUGO A & MARIA G 331 S TEXAS BLVD WESLACO TX 78596-6113	W2300-00-026-0017-00 WESLACO ORIGINAL TOWNSITE BLK 26 331 S TEXAS BLVD	L: 19800 B: 93394
CORTEZ JOE & MARIA E 321 S TEXAS WESLACO TX 78596	W2300-00-026-0018-00 WESLACO ORIGINAL TOWNSITE BLK 26 321 S TEXAS BLVD	L: 36300 B: 123700
CORTEZ JOE & MARIA E 321 S TEXAS WESLACO TX 78596	W2300-00-026-0020-00 WESLACO ORIGINAL TOWNSITE BLK 26 0 S TEXAS BLVD	L: 19800 B: 1174
CORTEZ JOE & MARIA E 321 S TEXAS WESLACO TX 78596	W2300-00-026-0021-00 WESLACO ORIGINAL TOWNSITE BLK 26 313 S TEXAS BLVD	L: 19800 B: 1615
LEMARROY LIDIA 309 S TEXAS BLVD WESLACO TX 78596-6113	W2300-00-026-0022-00 WESLACO ORIGINAL TOWNSITE BLK 26 309 S TEXAS BLVD	L: 27225 B: 123442
GARCIA JOSE LUIS PO BOX 1709 WESLACO TX 78599-1709	W2300-00-026-0023-00 WESLACO ORIGINAL TOWNSITE N1/2-L K 26 303 S TEXAS BLVD	L: 27225 B: 199673
VILLARREAL JUAN J & MIRTHALA 3818 B SHEA WESLACO TX 78596-9519	W2300-00-033-0001-00 WESLACO ORIGINAL TOWNSITE LOTS 1 111 E 5TH ST	L: 80025 B: 31379
AMIGO STORES, INC 1521 BEAUMONT ST MCALLEN TX 78501-5143	W2300-00-033-0022-00 WESLACO ORIGINAL TOWNSITE LOT 22 401 S TEXAS BLVD	L: 54450 B: 259371
OLIVARES ARNOLDO JR 513 ORCHARD COURT WESLACO TX 78596-5071	W2300-00-034-0001-00 WESLACO ORIGINAL TOWNSITE BLK 34 402 S TEXAS BLVD	L: 36300 B: 120700

Condition use Permit

Operate an Event Center

Legend

-  725 N Kansas Ave
-  BLOCKBUSTER
-  Force Main
-  Gravity
-  Polygon Measure
-  Pueblo Tires





Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2181
From: Joe Pedraza		
Subject: Discussion and consideration after public hearing on behalf of Eric Fonseca to approve Conditional Use Permit to obtain a Wine and Beer Retailer's Permit, Retail Dealer's On-Premise Late Hours License at 606 S. Missouri. Also being Lot 4, Block 51, Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Requires three-fourths vote to approve late hours permit. Possible Action. (Staffed by Planning and Code Enforcement Department.)		
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit, Retail Dealer's On-Premise Late Hours License. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on December 21, 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 application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on December 17, 2018.		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval of the Wine and Beer Retailer's Permit and denial of the Retail Dealer's On-Premise Late Hours License on January 2, 2019.		
Rebekah De La Fuente Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve; three-fourths vote required.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: 606 S MISSOURI - ATTACHMENTS, 606 S Missouri- Aerial		

Responsibilities upon Approval:

Staff will notify applicant.



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. CUP19-00002

RECEIVED

DEC 10 2018

PROPOSED PROJECT

Legal Description of Property for which Conditional Use Permit is requested:

Lot 4 Block 51

Subdivision Name Weslaco Original Townsite

Street Address 606 S Missouri

Existing Zoning B-1 Neighborhood Bus. Existing Land Use _____

Purpose for the Conditional Use Permit Request liquor and beer retailers permit. late hours on premise.

What, if anything, is planned to minimize the impact on the surrounding land uses: _____

- ☒ \$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. ✓ Taxes are current for location.
- ☒ I have received a copy of "CUP Application Instructions" cell 376-6924
cell 408-5020

APPLICANT

Name Eric Fonseca Phone (956) 475-11

Address 606 S MISSOURI AVE Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: Eric.fonseca@19786.com
yA1too

OWNER

Name Same As Above Phone _____

Address _____ Fax: _____

City _____ State _____ Zip Code _____ E-Mail: _____

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 Eric Fomser Date 12/10/18
Owner

Signature Eric Fomser Date 12/10/18
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

Notice of Public Hearing Sent to Property Owners Within 200' of Proposed Site Date _____

P & Z Notice of Public Hearing Published in Newspaper Date _____

City Commission Notice of Public Hearing Published in Newspaper Date _____

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

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



ON-PREMISE PREQUALIFICATION PACKET

COPY

L-ON
(12/2017)

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

RECEIVED
DEC 10 2018

Planning &
Code Enforcement Dept.

3. Indicate Primary Business at this Location

☐ Restaurant

☐ Sporting Arena, Civic Center, Hotel

☐ Bar

☐ Grocery/Market

☐ Sexually Oriented

☐ Miscellaneous

Art Gallery

4. Trade Name of Location

Krisp Gallery

5. Location Address

606 S. Missouri Ave

City

Weslaco

County

Hidalgo

State

TX

Zip Code

78599

6. Mailing Address

606 S. Missouri Ave

City

Weslaco

State

TX

Zip Code

78599

7. Business Phone No.

Alternate Phone No.

E-mail Address

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

Krisp Gallery

10. Are you, the applicant a veteran-owned business? ☐ Yes ☒ No

11. Are you, the applicant a Historically Underutilized Business (HUB)? ☐ Yes ☒ No

12. 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 <u>Fonseca</u>	First Name <u>Eric</u>	MI	Title <u>owner</u>
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et seq.

13. 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.

14. 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.

15. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

16. Will your business be located within 1,000 feet of a public school? ☐ Yes ☐ No

60-DAY SIGN

17. 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)

12-10-18

ALL APPLICANTS

18. 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

Eric Fonseca

SIGN
HERE

TITLE

owner

Before me, the undersigned authority, on this _____ day of _____, 20____, 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 or 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

City Secretary/Clerk

City

_____, TEXAS

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 Clerk

_____, COUNTY

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.

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 or BE)

SIGN
HERE

County Clerk

_____, COUNTY

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 Clerk

COUNTY

SEAL**COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE**

Section 11.46 (b) & 61.42 (b)

This is to certify on this _____ day of _____, 20____, 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 _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN

HERE _____

FIELD OFFICE _____

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)		
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date (MM/DD/YYYY)		
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

December 21, 2018

Legal Notice

Dear Occupant:

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

CONDITIONAL USE PERMIT REQUEST:

Eric Fonseca is requesting a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit, Retail Dealer's On-Premise Late Hours License at 606 S. Missouri. Also being Lot 4, Block 51, Original Townsite of Weslaco, Weslaco, Hidalgo County, and 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.

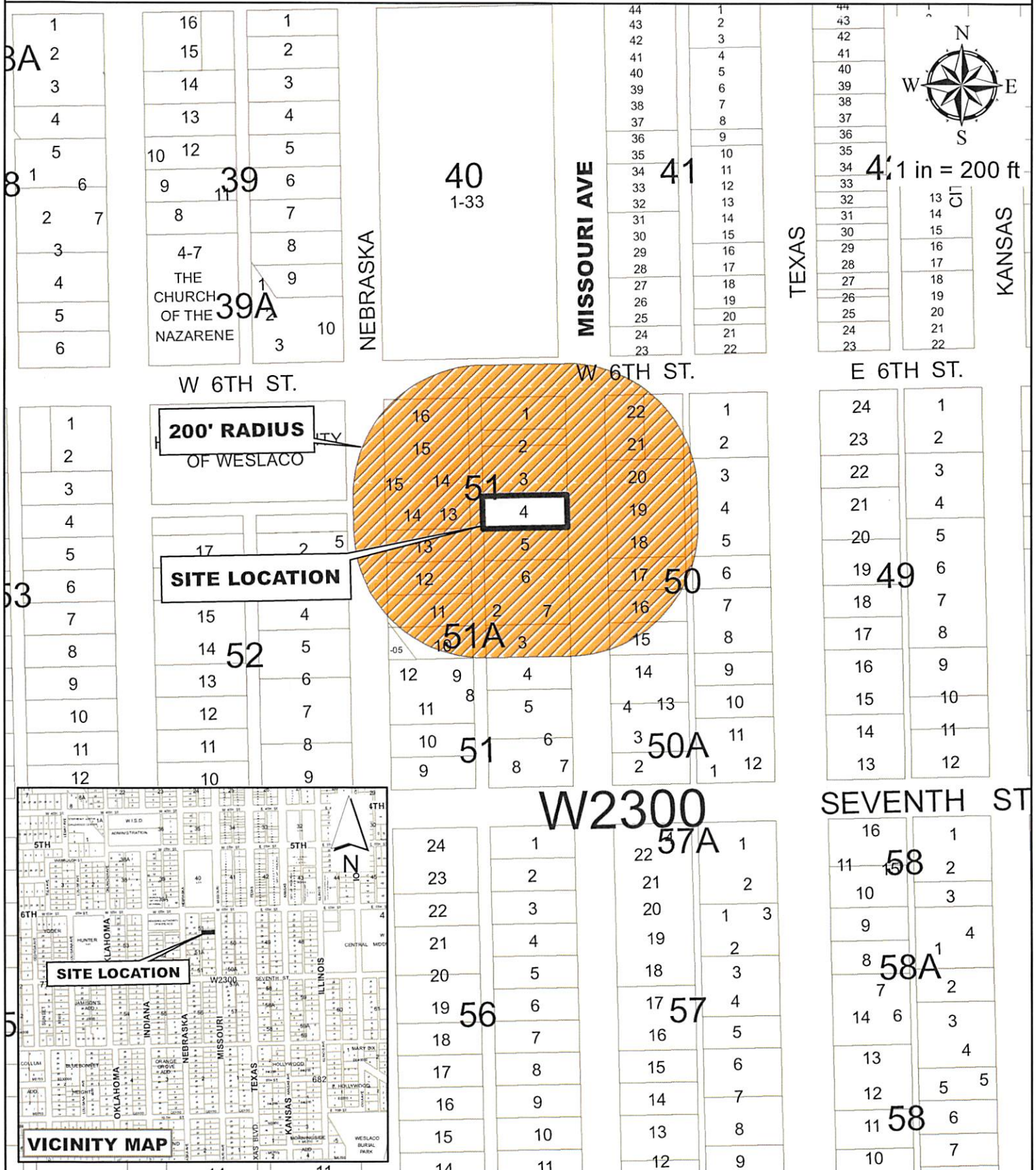
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rebekah de la Fuente".

Rebekah de la Fuente
Senior Planner

CITY OF WESLACO



DEC 19, 2018

602 SOUTH CORPORATION ATTN: ACCOUNTING DEPT PO BOX 579 MCALLEN TX 78505-0579	W2300-00-050-0001-00 WESLACO ORIGINAL TOWNSITE BLK 50 602 S TEXAS BLVD	L: 72000 B: 43459
IBC BANK PO BOX 579 MCALLEN TX 78505-0579	W2300-00-050-0003-00 WESLACO ORIGINAL TOWNSITE LOTS 3 606 S TEXAS BLVD	L: 252000 B: 1060752
IBC BANK INTERNATIONAL BANK OF PO BOX 579 MCALLEN TX 78505	W2300-00-050-0006-00 WESLACO ORIGINAL TOWNSITE BLK 50 LT 6 610 S TEXAS BLVD	L: 39600 B: 0
RODRIGUEZ ELVIRA B 534 LINAVES WESLACO TX 78596	W2300-00-050-0015-00 WESLACO ORIGINAL TOWNSITE BLK 50 615 S MISSOURI AVE	L: 20100 B: 0
CASTELLANOS LESLEY A 534 LINARES WESLACO TX 78596-5782	W2300-00-050-0016-00 WESLACO ORIGINAL TOWNSITE BLK 50 613 S MISSOURI AVE	L: 20100 B: 45989
GRACIA ELVIA N & EDNA ZAMORA PO BOX 384 WESLACO TX 78599-0384	W2300-00-050-0017-00 WESLACO ORIGINAL TOWNSITE BLK 50 611 S MISSOURI AVE	L: 20100 B: 18497
BRACE ROBERT 2000 N 8TH ST MCALLEN TX 78501-2263	W2300-00-050-0021-00 WESLACO ORIGINAL TOWNSITE BLK 50 107 W 6TH ST	L: 36000 B: 33089
ALMARAZ ROSENDO Jr 1308 FULLERTON AVE MCALLEN TX 78504-5756	W2300-00-050-0021-05 WESLACO ORIGINAL TOWNSITE W1/2 L 6 S MISSOURI AVE	L: 36000 B: 0
EHCP INVESTMENTS LLC 27964 ATLANTIC AVE HIGHLAND CA 92346-2704	W2300-00-051-0004-00 WESLACO ORIGINAL TOWNSITE LOT 4 606 S MISSOURI AVE	L: 39000 B: 36095
EHCP INVESTMENTS LLC 27964 ATLANTIC AVE HIGHLAND CA 92346-2704	W2300-00-051-0005-00 WESLACO ORIGINAL TOWNSITE BLK 51 608 S MISSOURI AVE	L: 39000 B: 25893
SIMMONS JAMES C JR & LORI G 612 S MISSOURI WESLACO TX 78596-6940	W2300-00-051-0006-00 WESLACO ORIGINAL TOWNSITE LT 6, NAL BLK 51,51A 612 S MISSOURI AVE	L: 63050 B: 31711
PEREZ JOSE S & CRISTINA 718 COUNTRY LN WESLACO TX 78599-9330	W2300-00-051-0007-00 WESLACO ORIGINAL TOWNSITE S36.7' S 3 & 4 BLK 51A 614 S MISSOURI AVE	L: 21775 B: 33776

DEC 19, 2018

TALBERT RICHARD S 612 S TEXAS BLVD WESLACO TX 78596-6222	W2300-00-051-0010-00 WESLACO ORIGINAL TOWNSITE LOT 10 621 S NEBRASKA	L: 21775 B: 14917
RAMIREZ MICHAEL A & IRENE R 615 S NEBRASKA AVE WESLACO TX 78596-6923	W2300-00-051-0010-10 WESLACO ORIGINAL TOWNSITE LOT 10 0	L: 18425 B: 0
MEDRANO NESTORA & JOSE 613 S NEBRASKA AVE WESLACO TX 78596-6923	W2300-00-051-0011-00 WESLACO ORIGINAL TOWNSITE ALL OF TRIA SHAPE TR BEING NW 6.7FT OF 613 S NEBRASKA	L: 21775 B: 15809
GARZA ELIDA C 618 S NEBRASKA AVE APT 1 WESLACO TX 78596-6952	W2300-00-051-0011-01 WESLACO ORIGINAL TOWNSITE LOT 11 K 51 & LOTS 8 & 9 BLK 51-A 619 S NEBRASKA	L: 43550 B: 29633
RAMIREZ MICHAEL A & IRENE R 615 S NEBRASKA AVE WESLACO TX 78596-6923	W2300-00-051-0012-05 WESLACO ORIGINAL TOWNSITE S50'-N K 51 615 S NEBRASKA	L: 4110 B: 29268
GOVEA LETICIA 609 S NEBRASKA AVE WESLACO TX 78596-6923	W2300-00-051-0013-00 WESLACO ORIGINAL TOWNSITE S 48.2 609 S NEBRASKA	L: 20904 B: 18748
FIRST CHRISTIAN CHURCH 205 W 6TH ST WESLACO TX 78596-6035	W2300-00-051-0013-01 WESLACO ORIGINAL TOWNSITE N50' L LK 51; LTS 14-16 BLK 51A 205 W 6TH ST	L: 39000 B: 270000
THE FIRST CHRISTIAN CHURCH OF 205 W 6TH ST WESLACO TX 78596-6035	W2300-00-051-0002-00 WESLACO ORIGINAL TOWNSITE S1/2 BLK 51	L: 32663 B: 0
THE FIRST CHRISTIAN CHURCH OF 205 W 6TH ST WESLACO TX 78596-6035	W2300-00-051-0001-00 WESLACO ORIGINAL TOWNSITE LOT 1 51	L: 32663 B: 0

Rezone Request

606 S Missouri

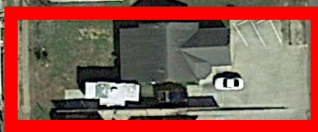
Legend

S Nebraska Ave

S Missouri Ave

S Texas Blvd

E 6th St



88

300 ft

Google Earth

© 2018 Google
© 2018 INEGI



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2183	
From: Joe Pedraza			
Subject: Discussion and consideration to approve the Single Lot Variance for Camar Subdivision– being a .1456 acres out of Farm Tract 17 of the West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 1500 ft. South of Interstate 2 and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Planning and Code Enforcement Department.)			
Background: The proposed one (1) lot subdivision is inside the City of Weslaco city limits. This subdivision is being serviced with water by the City of Weslaco through an 8" waterline and sewer by the City of Weslaco services through an 8" sewer line. The property is within a Flood Zone "X". The developer is requesting variance to allow for a 0' side setback.			
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: Planning and Zoning recommended ____ on January 2, 2019.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rebekah De La Fuente		Created/Initiated	
Joe Pedraza		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval with compliance of ordinance on variance.			
Attachments, if any: CAMAR - ATTACHMENTS 1, Camar Subdivision Single Lot Variance Plat			
Responsibilities upon Approval: Staff will notify applicant.			



APPLICATION FOR VARIANCE

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

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

FILE NO. VAR 19-00004

GENERAL INFORMATION

Name of Subdivision: Camar Subdivision

Location: 2416 E. Expressway 83

Legal Description: 0.1456 acres out of FT 17, West Tract Subdivision, Hidalgo County, Texas

VARIANCE TYPE:

☐ Streetlights ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Fire Hydrants ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☒ YES ☐ NO

Describe in detail the reason for the variance request:

Due to a conflict/encroachment by the owner of the west adjoining property, the lot width will be reduced to 46.2ft. We are requesting a 0ft side setback on the west property line to allow for a 40ft building width (5ft setback on east).

☐ Drainage ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Minimum Lot Size ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☒ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: Felipe Camacho Telephone: (956) 373-6375

Address: 1504 Clifton Street Fax: _____

City: Weslaco State: Texas Zip: 78596 E-mail: _____

AUTHORIZATION AND ACKNOWLEDGEMENTS

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

I certify that the above information is correct and complete to the best of my knowledge. I understand that I must comply with all applicable local, state, and federal regulations.

Owner Printed Name: FELIPE CAMACHO

Owner Signature:  Date: 12/07/2018

Reynaldo Robles Jr is the authorized agent

Authorized Agent Signature:  Date: 12-7-18

Authorized Agent Printed Name: Reynaldo Robles Jr.

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Meeting _____ City Commission Mtg _____

Variance Granted: _____

General Comments: _____



SUBDIVISION PLATTING APPLICATION

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

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

FILE NO. SLV19-00001

This form shall be completed by the Property Owner or Applicant and submitted to the Planning Department along with the required number of copies of the respective plat, review fee and all other required information listed below and in the Subdivision Ordinance. The submittal of an application does not constitute acceptance for processing until the staff reviews and determines the application is complete.

STAFF USE ONLY

☒ Single Lot Variance ☐ Minor Plat ☐ Planned Unit Development ☐ Standard Subdivision

GENERAL INFORMATION

Name of Subdivision: Camar Subdivision

Location: 2416 E. Expressway 83

Legal Description: 0.1456 acres out of F.T. 17,

West Tract Subdivision, Hidalgo County, Texas

Is subdivision inside city limits? ☒ YES ☐ NO

If subdivision is in the ETJ, indicate? ☐ 3.5 Mile ☐ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: B-2

Existing Land Use: commercial Proposed Land Use: commercial

Number of Lots Proposed: 1 Gross Acreage: 0.1456

Title Report Submitted: ☒ YES ☐ NO

OWNER INFORMATION

Owner's Name: Felipe Camacho Telephone: 956 373-6375

Address: 1504 Clifton St

Fax: _____

City: Weslaco State: TX Zip: 78596 E-mail: _____

ENGINEER INFORMATION

Name: Reynaldo Robles, Jr. Telephone: 956 968-2422

Address: 107 W. Huisache St Fax: 956 969-2011

City: Weslaco State: TX Zip: 78596 E-mail: reyr@rroblesengineering.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☐ YES ☐ NO Water Provision: City of Weslaco service

☐ YES ☐ NO Wastewater Provision: City of Weslaco

☒ YES ☐ NO Electric Company: AEP

☐ YES ☐ NO Phone Utility _____	☐ YES ☐ NO Gas Utility _____	☐ YES ☐ NO Cable Utility _____
--	--	--

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District #1 _____	☒ YES ☐ NO Irrigation District #9 _____
--	--

Has the property been assessed as flat rate irrigable property: ☐ YES ☐ NO

Have Water Rights been conveyed to City/Water Supplier? ☐ YES ☐ NO

(Attach written proof of such assessment or that it has never been assessed as such a property) If **YES**, attach an estimate from the irrigation district of the proportional water rights for the subdivision as calculated under Texas Water Code § 49.505.

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

_____ Two (2) sets of plats folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov

_____ \$350.00 Planning Review fee

_____ One 11" X 17" reduced copy of plat

_____ Plat Layout

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

_____ Contours

_____ Flood Zones

_____ Adjoiners

_____ Existing street names

_____ Drainage plans and calculations with engineer's seal

_____ Elevations

_____ Flood directional arrows

_____ Detention areas

_____ Street names

_____ Proof of ownership of the property

_____ If septic tank system required, submit soil evaluation report

_____ Water Rights associated with the property

_____ Tax Receipt for all taxing entities showing that taxes are paid in full

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

_____ Twelve (12) sets of preliminary plat folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov

_____ \$350.00 (one time fee for preliminary and final plat)

_____ One 11" X 17" reduced copy of plat

_____ Plat Layout

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

- _____ Contours
- _____ Flood Zones
- _____ Adjoiners
- _____ Existing & Proposed street names
- _____ Utility Layout
- _____ Existing & Proposed Utilities
- _____ Proposed Fire Hydrants
- _____ Adjoiners
- _____ Street names
- _____ Drainage plans and calculations with engineer's seal
- _____ Elevations
- _____ Flood directional arrows
- _____ Detention areas
- _____ Street names
- _____ Proof of ownership of the property
- _____ If septic tank system required, submit soil evaluation report
- _____ Water Rights associated with the property
- _____ Tax Receipt for all taxing entities showing that taxes are paid in full
- _____ Number of fire hydrants proposed for subdivision
- _____ Trip Generation Worksheet

SUBMITTALS REQUIRED FOR FINAL (P & Z) **Will not apply to Single Lot Variance**

- _____ Twelve (12) sets of plans **FOLDED & STAPLED** (24 x 36) & PDF copy **with all corrections**
- _____ Plats to be sealed by Professional Engineer
- _____ Approved Drainage Report
- _____ Traffic Impact Analysis (If required)

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- _____ One set of 8 ½ x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

- _____ Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
- _____ Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
- _____ Notice of Intent
- _____ SW3P

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

- _____ Electronic file of final plat and as-builds
- _____ Reproducible plat to be recorded with all required signatures
- _____ 3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
- _____ 2% inspection fee
- _____ Park Fees
- _____ Checks or Receipts: HCCID #9; HCDD #1; County Clerk
- _____ Tax certificates
- _____ Memo from engineering inspector releasing subdivision
- _____ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
- _____ 30 Year Water and 30 Year Sewer Service Agreements
- _____ Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

- _____ Sealed engineering cost estimates
- _____ Letter of Credit/Performance Bond/Escrow

** Any revisions requested would require resubmission of plats and reduced copy reflecting changes.

AUTHORIZATION AND ACKNOWLEDGEMENTS

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

I certify that the above information is correct and complete to the best of my knowledge. I understand that I must comply with all applicable local, state, and federal regulations.

Owner Printed Name: Felipe De Jesus Camacho

Owner Signature:  Date: 12/07/2018

Reynaldo Robles, Jr. is the authorized agent

Authorized Agent Signature:  Date: 12-7-18

Authorized Agent Printed Name: Reynaldo Robles, Jr.

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid: _____

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____



ROBLES
ENGINEERING, LLC

FIRM NO. F-17391

Office: (956) 968-2422

Fax: (956) 969-2011

PO Box 476

Weslaco, TX 78599

DRAINAGE STATEMENT

FOR

CAMAR SUBDIVISION

CITY OF WESLACO, HIDALGO COUNTY, TEXAS

August 13, 2018

Prepared By:



Reynaldo Robles, Jr., P.E.



Index

Page 1 – Cover Sheet

Page 2 – Index

Page 3 – Drainage Statement (Flood Zone Designation,
Existing Soils, Existing Conditions, Future Conditions)

Page 4 – Location Map

Page 5- USGS Map

Page 6 – Drainage Calculations

Page 7 – Coefficient Reference Table

Pages 8-9 – FEMA FIRM Map

Pages 10-12 – USDA Soil Map and Legend

Page 13 – USDA Soil Report: Engineering Properties

Pages 14-15 – Subdivision Plat Sheets 1 & 2



DRAINAGE STATEMENT
For
CAMAR SUBDIVISION
CITY OF WESLACO
HIDALGO COUNTY, TEXAS

CAMAR Subdivision is located on U.S. Expressway approximately 175 feet west of Pleasantview Drive in the City of Weslaco, in the County of Hidalgo, Texas and is described as follows: 0.1578 of one acre of land out of Farm Tract 17, of the West Tract Subdivision, Hidalgo County, Texas, according to the plat thereof recorded in Volume 2, Pages 34-37 of the Hidalgo County Map Records.

Flood Zone Designation:

By graphical plotting this property falls in Flood Zone "X" (unshaded), which is described as areas outside the 500-year flood, as per F.E.M.A. flood insurance rate map with community panel No. 480334 0450 C, revised to reflect LOMR dated May 30, 2002.

Existing Soils:

Per the USDA Soil Survey of Hidalgo County, the soils in this area consist predominantly of Hidalgo Sandy Clay Loam (28) and Willacy fine Sandy Loam (70). The soils on this site are listed in hydrologic group B, which consist of well drained soils with a moderate infiltration rate.

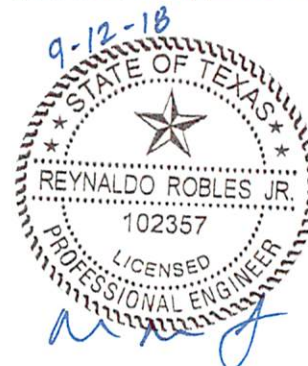
Pre-development Conditions:

The land comprising the CAMAR Subdivision is currently a commercial tract with an old building and broken pavement. Topographic information of the site reveals the subdivision site has an existing grade of approximately 1.0% towards the north towards Expressway 83 where it outfalls into an existing TxDOT storm sewer system, and with an estimated pre-development runoff of 0.21 CFS.

Future Conditions:

Expected future use for this subdivision will be for a new commercial development. Existing improvements are planned to be demolished and removed. The development will consist of one commercial lot. Drainage calculations for a pre-development 10-year frequency storm versus a post-development 50-year frequency storm using the modified rational formula reveal an increase Q of 0.36 CFS, a total maximum volume of additional run-off of 1,212 cubic feet (0.028 acre-ft), and a future Q of 0.57 CFS. This runoff will be detained in detention areas to be designated and approved prior to issuance of a building permit. This runoff will then drain into the existing storm sewer system on Expressway 83 (TxDOT approval is required). A drainage plan is to be approved by the City of Weslaco at the time of issuance of building permit.

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☐ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☐ DISTRICT FACILITY	
☐ CITY FACILITY	
☒ OTHER <i>TxDOT</i>	
DATE <i>9/19/18</i>	





ROBLES ENGINEERING, LLC

FIRM NO. F-17391

Office: (956) 968-2422

Fax: (956) 969-2011

PO Box 476

Weslaco, TX 78599

Detention Volume

CAMAR Subdivision

Using Modified Rational Method:

Maximum Additional Runoff Volume for 10-Year Undeveloped VS 50-Year Developed to determine required detention Volume.

For the existing Subdivision site:

Area = 0.1578 ac.
Runoff Length = 148 ft
Slope = 1 %
Cex = 0.15
 $V = K_s k_s^{0.5} = 0.70 \text{ ft/s}$
 $t_c = L / 60V = 3.53 \text{ min.}$
 $t_c \text{ minimum for calc} = 10.00 \text{ min.}$
 $I = b / (t_c + d)^e = 8.73 \text{ in./hr.}$
Where $Q = CIA = 0.21 \text{ cfs}$

10-Yr	b= Intensity-Frequency	87
	d= Duration Coefficients for	9.2
	e= Hidalgo County, TX	0.778

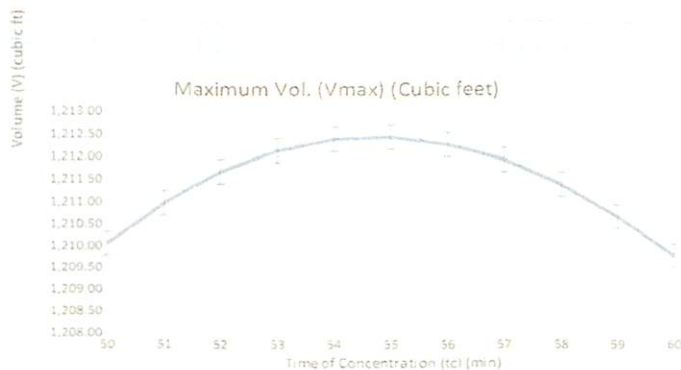
For the future developed subdivision:

	Area %	C	Weighted C
Commercial	100	0.83	0.83
			0.83

Cfut = 0.83

50-Yr	b= Intensity-Frequency	99
	d= Duration Coefficients for	9.2
	e= Hidalgo County, TX	0.749

Tc	Qfut	Vfut	Qex	Vex	Vmax
50	0.61	1,830.09	0.21	620.06	1,210.04
51	0.60	1,843.42	0.21	632.46	1,210.96
52	0.60	1,856.51	0.21	644.86	1,211.66
53	0.59	1,869.38	0.21	657.26	1,212.12
54	0.58	1,882.04	0.21	669.66	1,212.38
55	0.57	1,894.48	0.21	682.06	1,212.42
56	0.57	1,906.73	0.21	694.46	1,212.26
57	0.56	1,918.77	0.21	706.86	1,211.91
58	0.55	1,930.63	0.21	719.26	1,211.37
59	0.55	1,942.31	0.21	731.67	1,210.65
60	0.54	1,953.81	0.21	744.07	1,209.75



Total Required Detention Volume: 1,212 cfs =
0.028 ac-ft

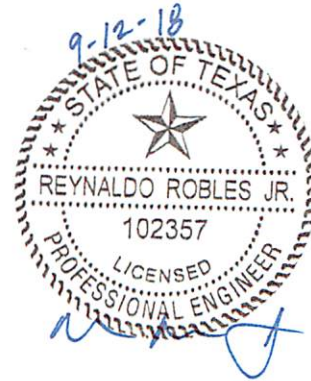


Figure 1 consists of three separate line graphs, each representing a different temperature: 4°C, 10°C, and 16°C. Each graph plots log CFU/g on the y-axis (ranging from 0 to 10) against time in hours on the x-axis (ranging from 0 to 10). The data points are connected by lines, and error bars are shown for each point. At 4°C, growth is minimal, reaching approximately 1.5 log CFU/g by 10 hours. At 10°C, growth is moderate, reaching approximately 4.5 log CFU/g by 10 hours. At 16°C, growth is rapid and high, reaching approximately 9.5 log CFU/g by 10 hours.

Time (h)	4°C (log CFU/g)	10°C (log CFU/g)	16°C (log CFU/g)
0	0.0	0.0	0.0
1	0.1	0.5	1.5
2	0.2	1.0	3.5
3	0.3	1.5	5.5
4	0.4	2.0	7.5
5	0.5	2.5	8.5
6	0.6	3.0	9.0
7	0.7	3.5	9.2
8	0.8	4.0	9.4
9	0.9	4.3	9.5
10	1.0	4.5	9.5

1. The first part of the document is a header section containing the following information:

- Page No. 1
- Date: 10/10/2019
- Page No. 1

2. The second part of the document is a table with the following columns:

Sl. No.	Name of the Candidate	Grade	Score
1	ABHIRAM K	10	10
2	ADARSH K	10	10
3	ADARSH K	10	10
4	ADARSH K	10	10
5	ADARSH K	10	10
6	ADARSH K	10	10
7	ADARSH K	10	10
8	ADARSH K	10	10
9	ADARSH K	10	10
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96	ADARSH K	10	10
97	AD		

100

2017
2018

14-1407
 14-1407
 14-1407

4

7

8

UNIT 5 THE COMMUNITY AND ENVIRONMENT

10

REV. M. PIERRE DEJONMATH.

9.

ANNONY, DEPT. OF COMMERCE.

5
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JAN 11 1900

02044

F.T. 20

P.56500?

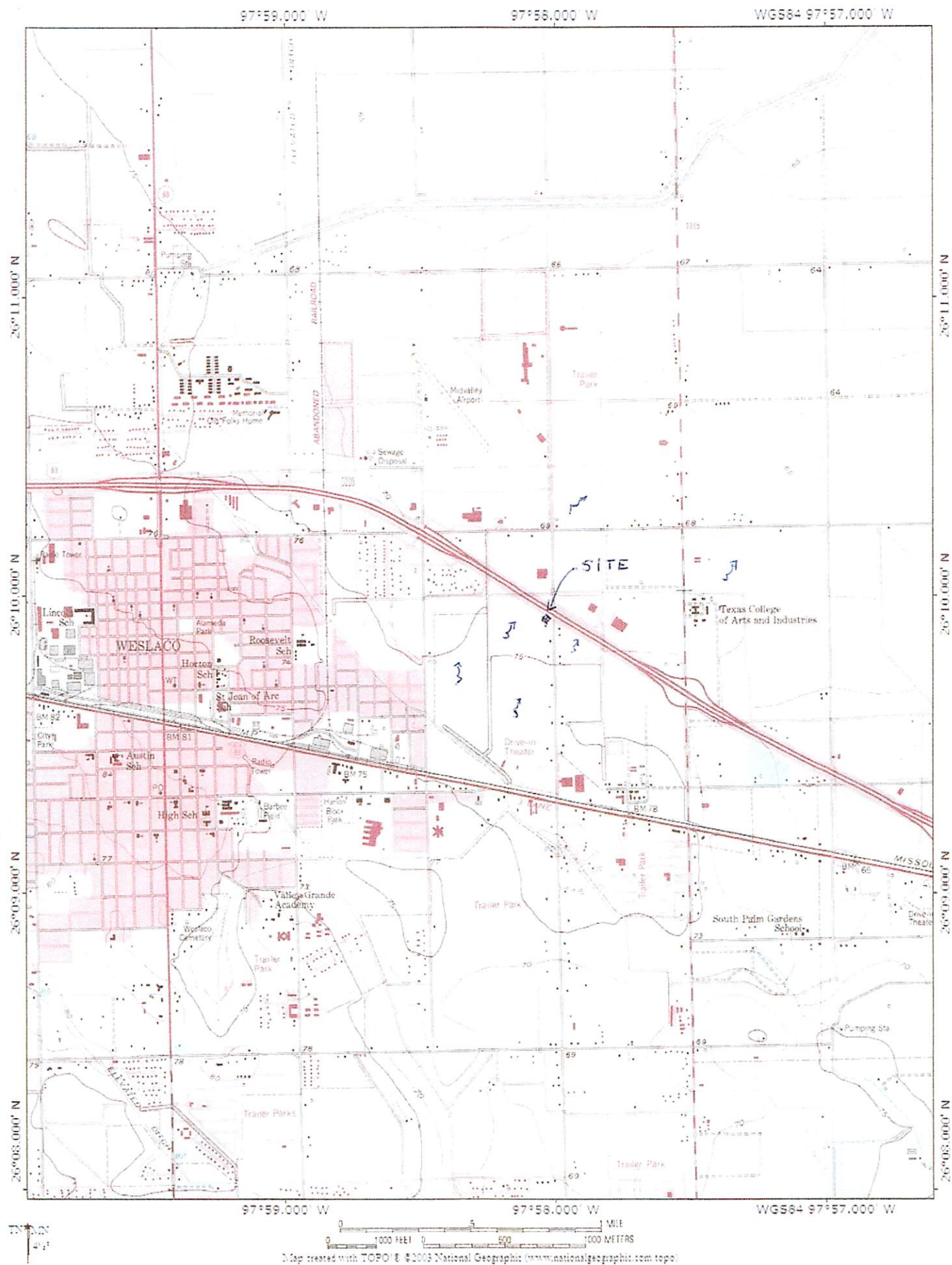


Table 3-1. Runoff Coefficients for Rational Formula.⁽¹⁴⁾	
Type of Drainage Area	Runoff Coefficient, C*
Business:	
Downtown areas	0.70 - 0.95
Neighborhood areas	0.50 - 0.70
Residential:	
Single-family areas	0.30 - 0.50
Multi-units, detached	0.40 - 0.60
Multi-units, attached	0.60 - 0.75
Suburban	0.25 - 0.40
Apartment dwelling areas	0.50 - 0.70
Industrial:	
Light areas	0.50 - 0.80
Heavy areas	0.60 - 0.90
Parks, cemeteries	0.10 - 0.25
Playgrounds	0.20 - 0.40
Railroad yard areas	0.20 - 0.40
Unimproved areas	0.10 - 0.30
Lawns:	
Sandy soil, flat, 2%	0.05 - 0.10
Sandy soil, average, 2 - 7%	0.10 - 0.15
Sandy soil, steep, 7%	0.15 - 0.20
Heavy soil, flat, 2%	0.13 - 0.17
Heavy soil, average, 2 - 7%	0.18 - 0.22
Heavy soil, steep, 7%	0.25 - 0.35
Streets:	
Asphaltic	0.70 - 0.95
Concrete	0.80 - 0.95
Brick	0.70 - 0.85
Drives and walks	0.75 - 0.85
Roofs	0.75 - 0.95
*Higher values are usually appropriate for steeply sloped areas and longer return periods because infiltration and other losses have a proportionally smaller effect on runoff in these cases.	



APPROXIMATE SCALE
2000 0 2000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

NOTE: MAP DOES NOT INCLUDE PANELS NOT PRINTED

COMMUNITY-PANEL NUMBER
480334 0450 C
MAP REVISED:
JUNE 6, 2000

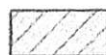


Federal Emergency Management Agency

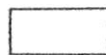
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

ZONE V Coastal flood with velocity hazard (wave action); no base flood elevations determined.

ZONE VE Coastal flood with velocity hazard (wave action); base flood elevations determined.

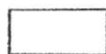


FLOODWAY AREAS IN ZONE AE



OTHER FLOOD AREAS

ZONE X Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood.



OTHER AREAS

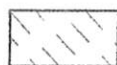
ZONE X Areas determined to be outside 500-year floodplain.

ZONE D Areas in which flood hazards are undetermined.

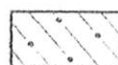
UNDEVELOPED COASTAL BARRIERS†



Identified
1983



Identified
1990



Otherwise
Protected Areas

†Coastal barrier areas are normally located within or adjacent to special flood hazard areas.



Floodplain Boundary



Floodway Boundary



Zone D Boundary



Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones.



513

Base Flood Elevation line; Elevation in Feet*



Cross Section Line

(EL. 987)

Base Flood Elevation in Feet Where Uniform Within Zone*

RM 7_x

Elevation Reference Mark

•M1.5

River Mile

*Referenced to the National Geodetic Vertical Datum of 1929

NOTES

This map is for use in administering the National Flood Insurance Program; it does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size, or all planimetric features outside Special Flood Hazard Areas. The community map repository should be consulted for more detailed data on BFES, and for any information on floodway delineations, prior to use of this map for property purchase or construction purposes.

Areas of Special Flood Hazard (100-year flood) include Zones A, AE, A1-



APPROXIMATE SCALE

2000 0 2000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER

480334 0450 C

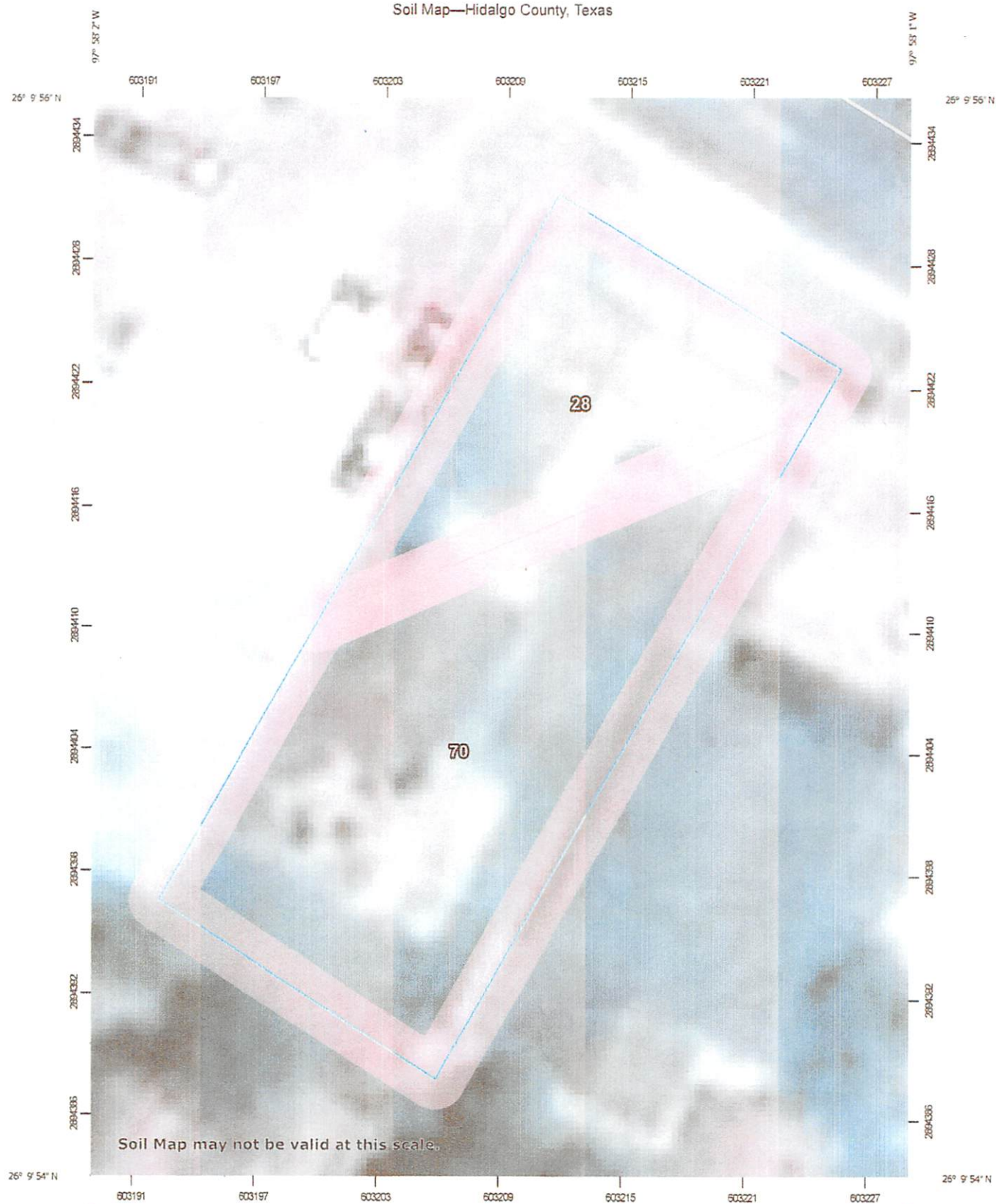
MAP REVISED:
JUNE 6, 2000



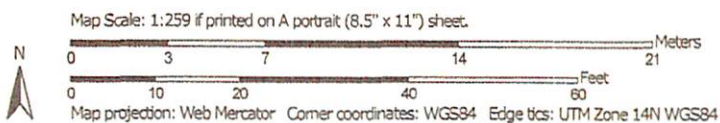
Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Soil Map—Hidalgo County, Texas



Soil Map may not be valid at this scale.



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

8/1/2018
Page 1 of 3

MAP LEGEND

Area of Interest (AOI)		Spoil Area
Area of Interest (AOI)		Stony Spot
Soils		Very Stony Spot
Soil Map Unit Polygons		Wet Spot
Soil Map Unit Lines		Other
Soil Map Unit Points		Special Line Features
Special Point Features		Water Features
Blowout		Streams and Canals
Borrow Pit		Transportation
Clay Spot		Rails
Closed Depression		Interstate Highways
Gravel Pit		US Routes
Gravelly Spot		Major Roads
Landfill		Local Roads
Lava Flow		Background
Marsh or swamp		Aerial Photography
Mine or Quarry		
Miscellaneous Water		
Perennial Water		
Rock Outcrop		
Saline Spot		
Sandy Spot		
Severely Eroded Spot		
Sinkhole		
Slide or Slip		
Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 15, Nov 7, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 20, 2015—Nov 5, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	0.1	33.2%
70	Willacy fine sandy loam, 0 to 1 percent slopes	0.1	66.8%
Totals for Area of Interest		0.2	100.0%

Data Source Information

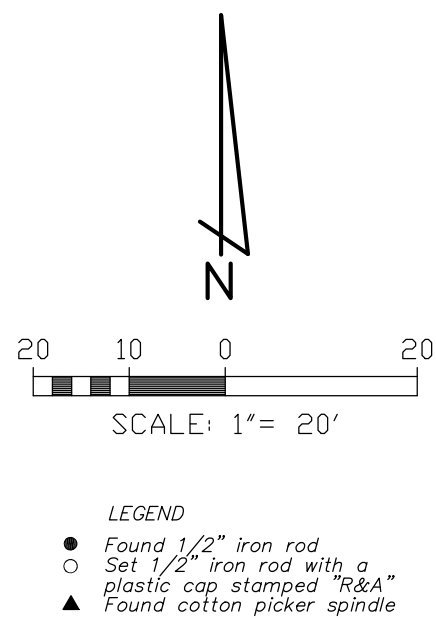
Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 15, Nov 7, 2017



Report—Engineering Properties

Absence of an entry indicates that the data were not estimated. The asterisk "*" denotes the representative texture; other possible textures follow the dash. The criteria for determining the hydrologic soil group for individual soil components is found in the National Engineering Handbook, Chapter 7 issued May 2007 (<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Engineering Properties—Hidalgo County, Texas														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
28—Hidalgo sandy clay loam, 0 to 1 percent slopes			<i>In</i>				<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	
Hidalgo	85	B	0-17	Sandy clay loam	CL, SC	A-6	0- 0- 0	0- 0- 0	100-100-100	95-98-100	86-96-100	44-54-63	25-30-39	11-15-18
			17-28	Sandy clay loam, clay loam	CL, SC	A-6, A-7-6	0- 0- 0	0- 0- 0	100-100-100	94-98-100	85-96-100	50-60-75	30-35-44	11-17-22
			28-38	Clay loam, sandy clay loam	CL, SC	A-6, A-7-6	0- 0- 0	0- 0- 0	95-97-100	91-94-100	81-93-100	54-68-81	30-38-44	11-17-22
			38-80	Sandy clay loam, clay loam	CL, SC	A-6, A-7-6	0- 0- 0	0- 0- 0	96-97-100	91-95-100	82-94-100	57-72-84	30-38-44	11-17-22
70—Willacy fine sandy loam, 0 to 1 percent slopes														
Willacy	85	B	0-14	Fine sandy loam	SC, SC-SM, SM	A-2-4, A-4	0- 0- 0	0- 0- 0	100-100-100	100-100-100	95-98-100	30-38-45	20-25-30	3-7 -10
			14-72	Sandy clay loam, fine sandy loam	CL, CL-ML, SC, SC-SM	A-4, A-6	0- 0- 0	0- 0- 0	95-98-100	90-95-100	90-95-100	36-51-65	25-33-40	6-13-20



BEING A SUBDIVISION OF 0.1456 OF ONE ACRE OF LAND OUT OF FARM TRACT 17
OF THE WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED
IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS

Being 0.1456 of one acre of land situated in Hidalgo County, Texas, and being out of Farm Tract 17, West Tract Subdivision as per map recorded in Volume 2, Pages 34-37 of the Hidalgo County Map Records, and said 0.1578 of one acre tract being more particularly described by metes and bounds as follows:

COMMENCING for reference at the northwest corner of said Farm Tract 17; THENCE, EAST 485.24 feet, with the north line of said Farm Tract 17 to a point on the southerly right-of-way line of U.S. Expressway 83 for an angle point; THENCE, SOUTH 57°40'18" EAST, 743.60 feet, with the southerly right-of-way line of said U.S. Expressway 83 to a 1/2-inch iron rod with a plastic cap stamped "R&A" set for the POINT OF BEGINNING and the northwest corner of said tract herein described;

THENCE, SOUTH 57°40'18" EAST, 46.20 feet, with the southerly right-of-way of line of said U.S. Expressway 83 to a cotton picker spindle set for the northeast corner of said tract herein described and the northwest corner of a tract of land as described in Document #1394658, Official Records of Hidalgo County, Texas;

THENCE, SOUTH 32°19'42" WEST, 127.38 feet, with the west line of said tract of land as described in Document #1394658 to a ½-inch iron rod with a plastic cap stamped "R&A" set for the southeast corner of said tract herein described and the southwest corner of said tract as described in Document #1394658;

THENCE, WEST, 23.58 feet, with a line that is parallel to the north line of said Tract 17 to a 1/2-inch iron rod with a plastic cap stamped "R&A" set for an angle point;

THENCE, NORTH 57°40'18" WEST, 26.28 feet, with a line that is parallel to the southerly right-of-way line of said U.S. Expressway 83, and with the north line of a tract of land as described in Document #746734, Official Records of Hidalgo County, Texas, to a 1/2-inch iron rod with a plastic cap stamped "R&A" set for the southwest corner of said tract herein described;

THENCE, NORTH 32°19'42" EAST, 140.00 feet to the POINT OF BEGINNING and containing 0.1456 of one acre of land more or less.

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAN CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING COMMISSION CITY OF WESLACO	DATE
--	------

I, THE UNDERSIGNED MAYOR OF THE CITY OF WESLACO, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR DAVID SUAREZ CITY OF WESLACO	DATE
---------------------------------------	------

ATTEST: CITY SECRETARY _____ DATE _____

This plot is approved by Hidalgo and Cameron Counties Irrigation District No.9

Dated this _____ day of _____ 20____.

1. No improvements of any kind shall be placed upon Hidalgo and Cameron Counties Irrigation District No. 9 Right-of-Ways and/or Easements without the expressed written permission of HCCID #9.
2. It is understood that the rate of flow of Storm Water for the development will be no greater than the rate of flow of Storm Water when the land was in agricultural use.
3. HCCID #9 will not be responsible for the storm/drainage water system to any lot with in this subdivision. As well, HCCID #9 will not be responsible for the delivery of water to any lot with in this subdivision. If desired, this will NOT be at the Districts Expense.
4. HCCID #9 has not reviewed and does not certify that the storm sewer or utilities systems described are appropriate for the particular subdivision, based on generally accepted engineering criteria. The developer and his engineer are responsible for their determinations.

General Manager
Hidalgo & Cameron Counties Irrigation District No. 9



APPROVED BY THE DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODES 49.21(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

RAUL SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

STATE OF TEXAS
HIDALGO COUNTY

I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REYNALDO ROBLES	DATE
R.P.L.S.#4032	
PO BOX 476	
WESLACO, TX, 78599	

STATE OF TEXAS
HIDALGO COUNTY

I, THE UNDERSIGNED, REYNALDO ROBLES, JR., A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

REYNALDO ROBLES, JR. LICENSED PROFESSIONAL ENGINEER #102357 PO BOX 476 WESLACO, TX, 78599	DATE
--	------



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

DRAWN BY: JR
DATE: 8-09-18
JOB#127-18

	NAME	ADDRESS	PHONE
OWNER:	FELIPE CAMACHO	120 S. RETAMA LN, WESLACO, TX 78596	(956) 351-5790
SURVEYOR:	REYNALDO ROBLES	PO BOX 476, WESLACO, TX 78599	(956) 968-2422
ENGINEER:	REYNALDO ROBLES, JR.	PO BOX 476, WESLACO, TX 78599	(956) 968-2422

RA ROBLES &
ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS

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

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



ROBLES
ENGINEERING, LLC
FIRM NO. E-17391

PO BOX 478
107 W. HUISACHE ST.
WESLACO, TEXAS 78596

PHONE (956) 968-2422
FAX (956) 969-2011



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2182	
From: Joe Pedraza			
Subject: Discussion and consideration after public hearing on behalf of Juan Medina to approve Ordinance 2019-02 rezoning 725 N. Kansas. Also being Lot 15, 16 & 17 Blk 1 White Subdivision Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-02. Possible Action. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-1 Neighborhood business district. Thirty (30) property owners within 200 feet of the applicant's property were notified by letter on December 21, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on December, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval of the request on January 2, 2019.			
Rebekah De La Fuente		Created/Initiated	
Joe Pedraza		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval based on surrounding commercial zoned properties to the West and North.			
Attachments, if any: 725 N KANSAS- ATTCHMENTS, 725 N Kansas- Aerial, Surrounding Commercial Areas, O2019-02 rezone 725 N Kansas			

Responsibilities upon Approval:

Staff will notify applicant.



APPLICATION FOR REZONING

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

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

FILE NO. REZ19-00004

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 15, 16, 17 Block 1

Subdivision Name White

Street Address 723, 725, 727 N. Kansas

Existing Zoning R-1 one family Dwelling dist. Existing Land Use Vacant

Proposed Zoning B-1 Proposed Land Use Small Plaza

- ☒ \$300.00 non-refundable filing fee.
- ☒ Detailed dimensioned site plan/map must be submitted with this request.
- ☒ Survey and metes and bounds if the legal description is a portion of a lot.
- ☒ City and school tax receipts attached.
- ☒ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Juan M. Medina & Jose Luis Garcia Phone 956-314-9553
Address 309 W. Pike Blvd. Ste. A. Fax: 956-969-3012
City Weslaco State Tx Zip Code 78596 E-Mail: jlgmre@yahoo.com

OWNER

Name Garmed Investments Phone 956-314-9553
Address 309 W. Pike Blvd. Ste A. Fax: 956-969-3012
City Weslaco State Tx Zip Code 78596 E-Mail: jlgmre@yahoo.com

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

Signature [Signature] Date 11-20-18
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

December 21, 2018

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, January 2, 2018 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, January 15, 2018 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONE REQUEST:

Juan Medina is requesting to rezone 725 N. Kansas. Also being lot 15, 16 & 17 Blk 1 White Subdivision Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to B-1 Neighborhood business district.

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Rebekah de la Fuente".

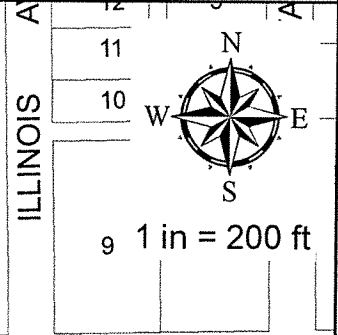
Rebekah de la Fuente
Senior Planner

CITY OF WESLACO

V3800-00-120-0000-00

038-0000-02
038-0000-01

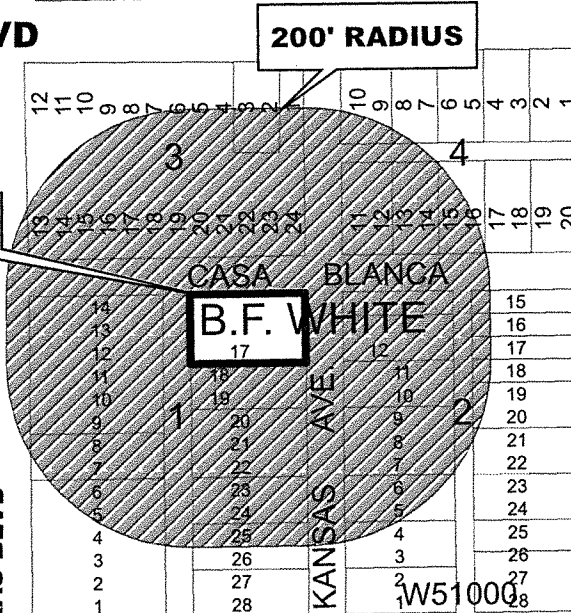
W2240



PIKE BLVD

200' RADIUS

SITE LOCATION



MISSOURI
AVENIDA

TEXAS BLVD

KANSAS AVE

W51000

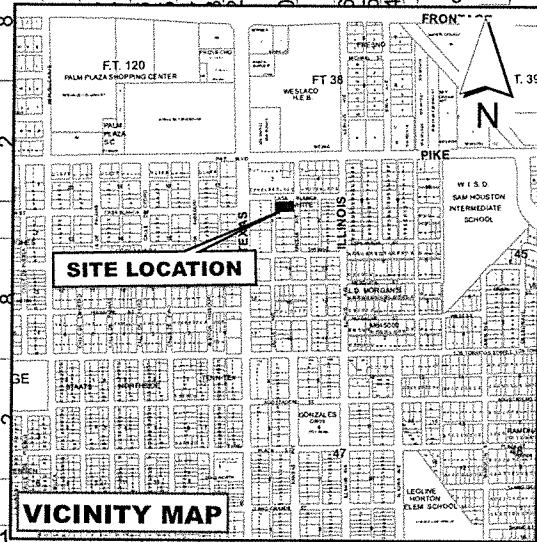
ESPLANADA

MESQUITE

L.D. MORGAN

HUISACHE

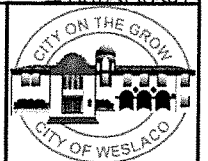
M6450



Garmed Investments
723, 725, 727 N. Kansas
Lot 15,16,17 of Block 1

Purpose for the rezone request

Existing zoning: R-1
Existing land use: Vacant
Prop zone: B-1



DEC 19, 2018

JPO ENTERPRISES INC PO BOX 2127 ELSA TX 78543-2127	W5100-00-001-0001-00 WHITE BLK 1 LTS 1-6 702 N TEXAS BLVD	L: 168000 B: 54056
JPO ENTERPRISES INC PO BOX 5779 MCALLEN TX 78502	W5100-00-001-0005-00 WHITE BLK 1 LT 5 0	L: 35250 B: 0
JPO ENTERPRISES INC PO BOX 5779 MCALLEN TX 78502	W5100-00-001-0006-00 WHITE BLK 1 LT 6 0	L: 35250 B: 0
DOLIFKA LAND COMPANY PO BOX 444 BRIGHTON CO 80601-0444	W5100-00-001-0007-00 WHITE BLK 1 LTS 7 & 8 710 N TEXAS BLVD	L: 54900 B: 10376
CHARLES IVEY LIMITED 1919 W US HIGHWAY 83 MCALLEN TX 78501-7002	W5100-00-001-0009-00 WHITE BLK 1 LTS 9,10,11,12,13,14 720 N TEXAS BLVD	L: 126000 B: 155104
ZEPEDA ERIC E 1598 FM 77 NIXON TX 78140-4038	W5100-00-001-0015-00 WHITE BLK 1 LTS 15,16,17 719 N KANSAS AVE	L: 31406 B: 0
MARTINEZ MARCELA PO BOX 183 WESLACO TX 78599-0183	W5100-00-001-0018-00 WHITE BLK 1 LTS 18 & 19 717 N KANSAS AVE	L: 20938 B: 33655
OZUNA PEDRO JR ET AL 715 N KANSAS WESLACO TX 78596-4853	W5100-00-001-0020-00 WHITE LOT 20 THRU 22 BLK 1 715 N KANSAS AVE	L: 31406 B: 15860
SANCHEZ OLGA 1502 TANGLEWOOD LN WESLACO TX 78596-3408	W5100-00-001-0023-00 WHITE BLK 1 LTS 23 & 24 709 N KANSAS AVE	L: 20938 B: 9115
SOLIS PALMIRA 707 N KANSAS AVE WESLACO TX 78596-4853	W5100-00-001-0025-00 WHITE LOT 25 & 26 BLK 1 707 N KANSAS AVE	L: 20938 B: 20421
QUINTERO ESAU HANIEL & ANGELICA 706 N KANSAS AVE WESLACO TX 78596-4854	W5100-00-002-0003-00 WHITE BLK 2 LTS 3 & 4 706 N KANSAS AVE	L: 20100 B: 17028
VELA ABRAHAM I & KARLA K 708 N KANSAS AVE WESLACO TX 78596	W5100-00-002-0005-05 WHITE LOTS 5 & 6 BLK 2 706 N KANSAS	L: 20100 B: 63065

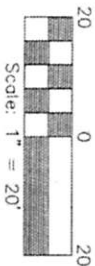
DEC 19, 2018

CHAPA JOSE & JESUS & EZEQUIEL & 720 N KANSA AVE WESLACO TX 78596-4854	W5100-00-002-0007-00 WHITE BLK 2 LTS 7,8,9 720 N KANSAS AVE	L: 30150 B: 0
CHAPA JOSE & JESUS & EZEQUIEL & 720 N KANSA AVE WESLACO TX 78596-4854	W5100-00-002-0010-00 WHITE BLK 2 LTS 10,11 720 N KANSAS AVE	L: 20100 B: 13483
DE LA ROSA JUAN 1004 N IOWA AVE WESLACO TX 78596-4507	W5100-00-002-0012-00 WHITE BLK 2 LTS 12,13 722 N KANSAS AVE	L: 20100 B: 10688
MENDOZA PEDRO JR 500 W LOS TORRITOS ST WESLACO TX 78596-5230	W5100-00-002-0014-00 WHITE BLK 2 LT 14 724 N KANSAS AVE	L: 10050 B: 14396
SALAZAR NORA ALICIA 10719 SAGEVALE LN HOUSTON TX 77089-2920	W5100-00-002-0015-00 WHITE BLK 2 LT 15 725 N ILLINOIS AVE	L: 10050 B: 0
SALAZAR NORA ALICIA 10719 SAGEVALE LN HOUSTON TX 77089-2920	W5100-00-002-0016-00 WHITE BLK 2 LT 16 725 N ILLINOIS AVE	L: 10050 B: 0
VARGAS JOSE ANGEL JR 1912 88TH AVE OAKLAND CA 94621-1010	W5100-00-002-0017-00 WHITE LOT 17 BLK 2 723 N ILLINOIS AVE	L: 10050 B: 0
VARGAS MARIO 1912 88TH AVE OAKLAND CA 94621-1010	W5100-00-002-0018-00 WHITE LOT 18 BLK 2 721 N ILLINOIS AVE	L: 10050 B: 0
VARGAS JOSE ANGEL JR PO BOX 352 WESLACO TX 78599-0352	W5100-00-002-0019-00 WHITE LOTS 19 & 20 BLK 2 717 N ILLINOIS AVE	L: 20100 B: 0
CASTELLANOS MANUEL A PO BOX 592764 SAN ANTONIO TX 78259-0187	W5100-00-002-0021-00 WHITE BLK 2 LTS 21,22 715 N ILLINOIS AVE	L: 20100 B: 13271
MORROW-LEVINE FAM-REV TRUST PO BOX 06116 CHICAGO IL 60606-0116	W5100-00-003-0001-00 WHITE BLK 3 LTS 1 & 4-24 811 N TEXAS BLVD	L: 385000 B: 984963
PEREZ RIGOBERTO & JENNIFER S 204 E PIKE BLVD WESLACO TX 78596-4866	W5100-00-004-0007-00 WHITE BLK 4 LTS 7 & 8 204 E PIKE BLVD	L: 16750 B: 13472

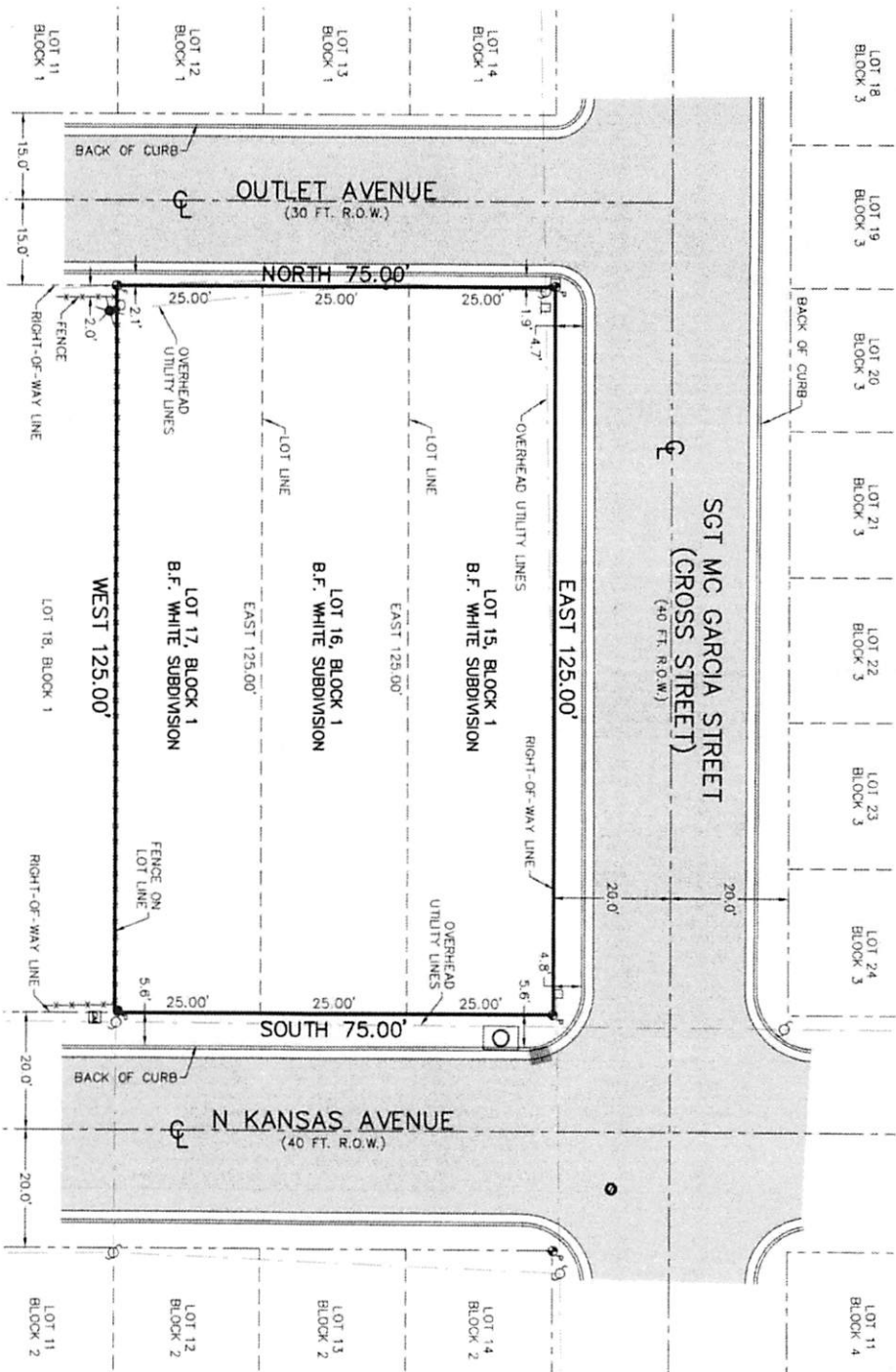
DEC 19, 2018

SAENZ ELSA 8613 MARTIN MORALES RD WESLACO TX 78599-2707	W5100-00-004-0009-00 WHITE BLK 4 LTS 9-10 200 E PIKE BLVD	L: 27500 B: 169058
PERALEZ CLEMENTINA & MARIO 201 E SGT M C GARCIA ST WESLACO TX 78596-4800	W5100-00-004-0011-00 WHITE BLK 4 LTS 11-12 201 E CASA BLANCA	L: 18425 B: 18771
DE LA ROSA HECTOR 1002 N IOWA AVE WESLACO TX 78596-4507	W5100-00-004-0013-00 WHITE BLK 4 LTS 13-14 205 E CASA BLANCA	L: 16750 B: 7329
RODRIGUEZ, OMAR P & MARIA 209 E SGT MC GARCIA WESLACO TX 78596-4800	W5100-00-004-0015-00 WHITE BLK 4 LTS 15-16 209 E CASA BLANCA	L: 16750 B: 41286
VASQUEZ, MARIA 213 E CASA BLANCA ST WESLACO TX 78596	W5100-00-004-0017-00 WHITE BLK 4 LTS 17 & 18 213 E CASA BLANCA	L: 16750 B: 42504
MORROW-LEVINE FAM-REV TRUST PO BOX 06116 CHICAGO IL 60606-0116	W5100-00-003-0002-00 WHITE BLK 3 LOT 2 & 3 811 N TEXAS BLVD	L: 35228 B: 0

FLOOD ZONE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE
"AH (EL. 74)" AS PER THE NATIONAL FLOOD INSURANCE
PROGRAM OF COMMUNITY NO. 480349, PANEL NO. 0003,
SUFFIX "B", EFFECTIVE MARCH 4, 1980.



LEGEND	
	IRON ROD FOUND
	IRON ROD SET WITH CAP
	PIPE FOUND
	TELEPHONE PEDESTAL
	SIGN
	LIGHT POST
	MANHOLE
	POWER POLE
	GUY WIRE ANCHOR
	POST
	STORM INLET
	GRATE INLET
	GAS METER



NOTES

1. BASIS OF BEARINGS AS PER B. F. WHITE SUBDIVISION RECORDED IN VOLUME 8, PAGE 14, MAP RECORDS OF HIDALGO COUNTY, TEXAS.
2. ADDRESS: 719 N KANSAS AVENUE MESQUITE, TEXAS 75098
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

SURVEYOR CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREIN WAS MONUMENTED ON THE GROUND ON 11/16/2018, THAT THE ONLY VISIBLE IMPROVEMENTS ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPINGS, APPARENT CONFLICTS, OR VISIBLE EASEMENTS EXCEPT AS SHOWN HEREIN. THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

COPY MICHAEL MOORE, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6370

DATE

11/26/2018



BOUNDARY SURVEY OF:

LOTS FIFTEEN (15), SIXTEEN (16) AND SEVENTEEN (17), BLOCK ONE (1), B.F. WHITE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 14, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

FOR: MEDINA REAL ESTATE
DATE: 26 NOVEMBER 2018 JOB NO. 59024

Moore Land
Surveying, LLC
14216 Palfy Drive, La Feria, TX 78559
(956)245-0988 TPLS Firm No. 10194186

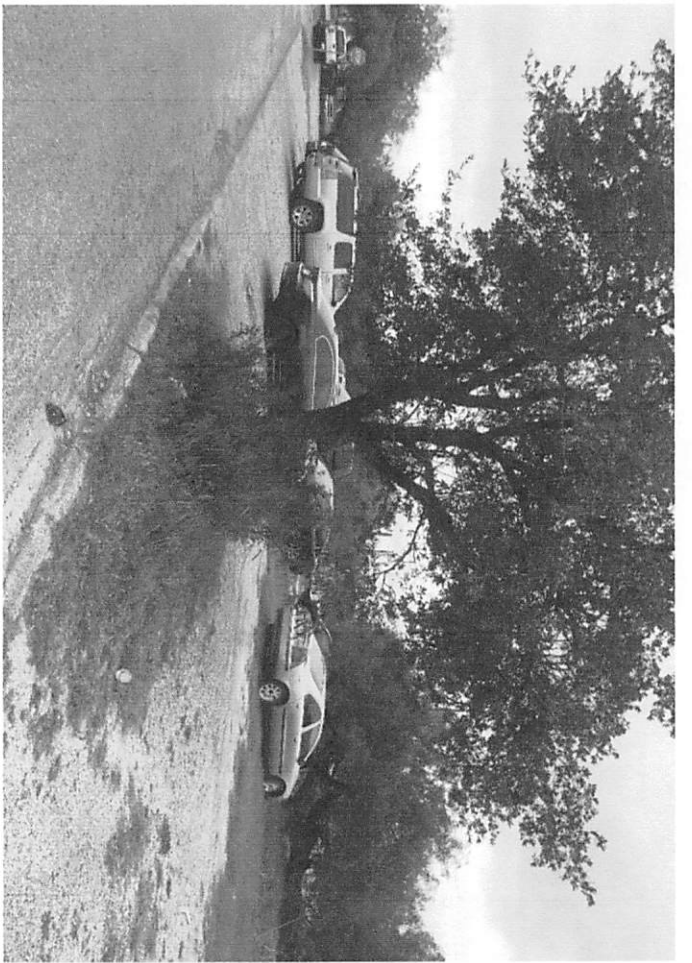
Businesses on Kansas, Sgt. Garcia, & Outlet Streets

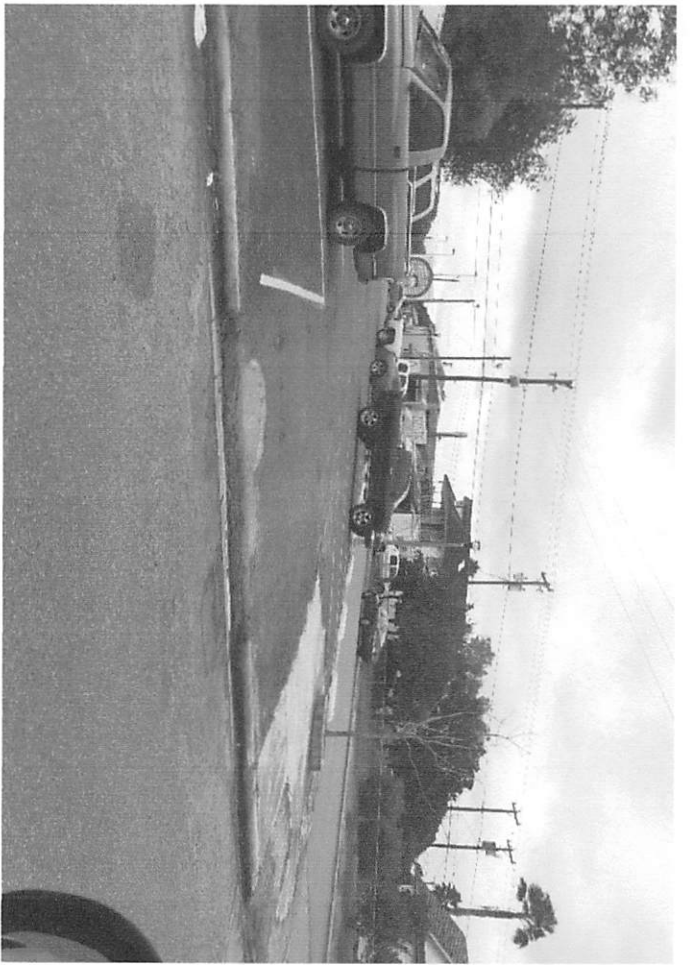
Block Buster Video- Vacant.....Sgt. Garcia, Kansas, Outlet.
Pueblo Tires.....Outlet, Sgt. Garcia Streets.
Illusions Beauty Shop.....Kansas & Agostadero Streets.
First Cash Pawn Shop Parking lot.....110 S. Kansas Ave.
Self Carwash.....Kansas & Llano Grande Streets.
Law Office.....N.E. Corner of Outlet & Los Torritos Streets.
Plaza Community Center.....Kansas & Plaza Streets.
Sunrise Restaurant Parking.....Kansas & Plaza Streets.
Mendez Cleaners.....Kansas Ave.
Greater State Bank.....Kansas Ave.
Weslaco City Hall.....Kansas Ave.

Commercial locations along Kansas and Outlet Streets







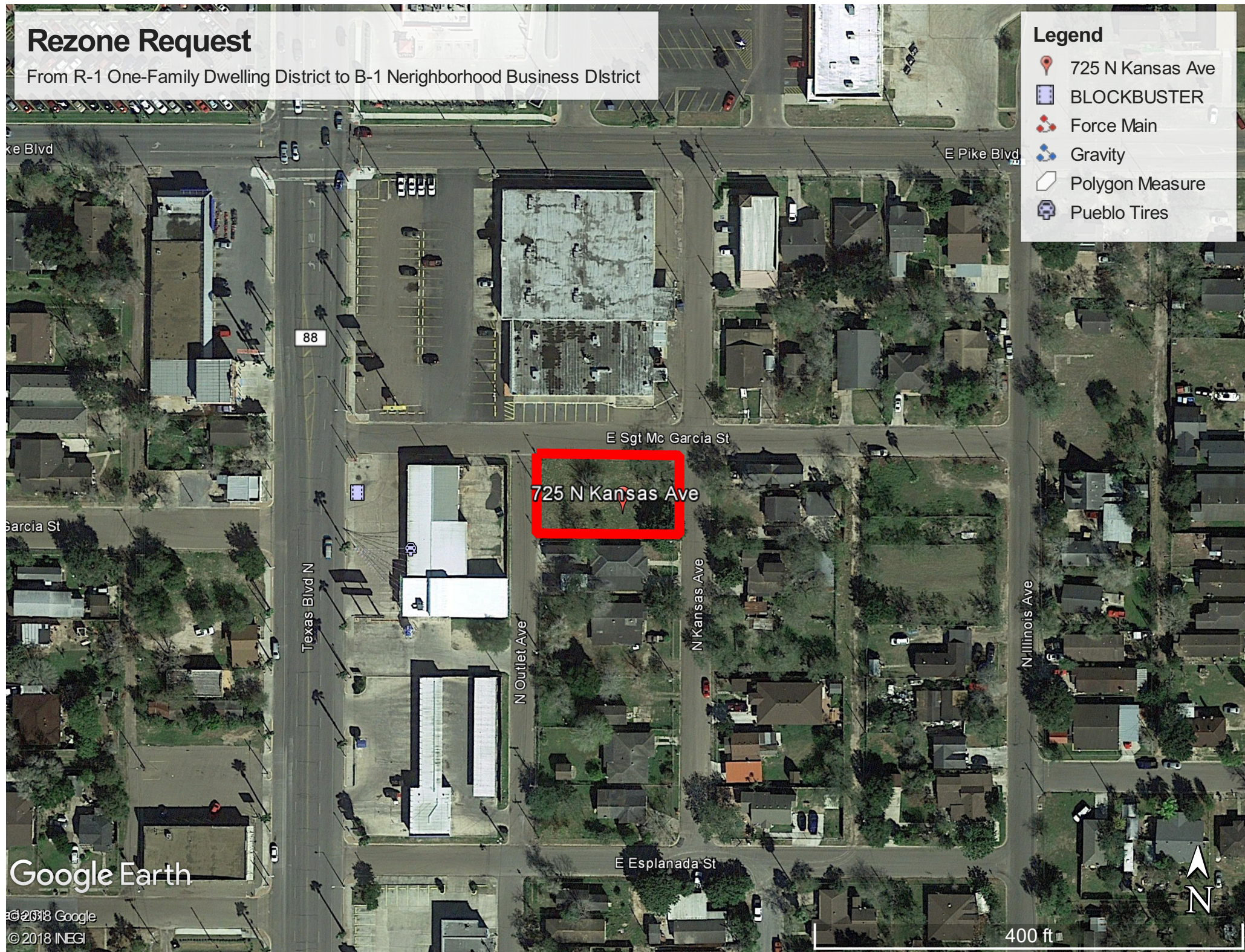


Rezone Request

From R-1 One-Family Dwelling District to B-1 Neighborhood Business District

Legend

-  725 N Kansas Ave
-  BLOCKBUSTER
-  Force Main
-  Gravity
-  Polygon Measure
-  Pueblo Tires



Google Earth

©2018 Google
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ORDINANCE NO. 2019-02

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 725 N. KANSAS. ALSO LOTS 15, 16 & 17 BLK 1 WHITE SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT.

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

SECTION I: R-1 One-Family Dwelling District to B-1 Neighborhood business district being 725 N. Kansas also being lots 15, 16 & 17 Blk 1 White Subdivision, Weslaco, Hidalgo County, Texas.

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

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

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Aida Vega, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2162	
From: Joe Pedraza			
Subject: Discussion and consideration to execute the Dedication Deed from DWR Development Group, LLC to the City of Weslaco for conveyance of Lot 2, Villa Verde Estates Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Planning and Code Enforcement Department.)			
Background: Lot 2 of Villa Verde Estates is a 9.312 acres tract of located on South Border Avenue to be dedicated to the City to serve as both Park Land and as a Regional Detention Facility.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rebekah De La Fuente		Created/Initiated	
Joe Pedraza		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Letter Agreement-Conveyance of Lot 2, Dedication Deedv2, Assignment, Assumption and Release- Obligations to Maintainv2			
Responsibilities upon Approval: Staff will notify applicant.			

DWR DEVELOPMENT GROUP, LLC

6300 WEST LOOP SOUTH, STE. 670

BELLAIRE, TEXAS 77401

December 10, 2018

Rebekah de la Fuente
Senior Planner
City of Weslaco, Texas
255 S. Kansas Avenue
Weslaco, Texas 78596

RE: Dedication and Conveyance of Lot 2 out of the Villa Verde Estates Subdivision, Hidalgo County, Texas (the "**Property**") and assumption of obligations to operate and maintain the drainage facilities located on the Property

Dear Rebekah:

DWR Development Group, LLC, a Texas limited liability company ("**DWR**") and the City of Weslaco, Texas ("**City**") have discussed the terms under which DWR will dedicate the Property to the City. The purpose of this letter agreement is twofold:

1. To document our understandings about the proposed dedication and to detail our anticipated roles and responsibilities; and
2. To obtain City Council approval for this dedication as it includes agreement by the City to: (i) accept title to the Property subject to certain use restrictions contained in the proposed deed into the City (the "**Dedication Deed**"); and (ii) inspect, operate, clean and maintain certain Drainage Facilities which have been constructed on the Property for the benefit of Lot 1 out of the Villa Verde Estates Subdivision, Hidalgo County, Texas ("**Lot 1**"). Upon approval by the City Commission, DWR shall execute the Dedication Deed, and shall cause the owner of Lot 1 to enter into an Assignment, Assumption and Release by which the Drainage Facilities are agreed to be for the exclusive benefit of both Lot 1 and the Property, and the City assumes responsibility for the inspection, operation, cleaning and maintenance of the Drainage Facilities and releases the owner of Lot 1 from all obligations regarding same.

TERMS:

1. **Property:** See attached **Exhibit A**.
2. **Transfer:** DWR agrees to dedicate the Property to the City and the City agrees to accept the Property from DWR on the terms and conditions set forth herein. In consideration of DWR's transfer of the Property to the City, the City agrees: (i) to abide by the use

restrictions contained in the Deed; (ii) to assume the obligation to regularly and routinely inspect, clean, maintain, operate, repair and replace, as necessary, the detention pond, storm sewage pipes, meters, drains, channels, passageways, conduits and other storm drainage facilities and related appurtenances thereto that are located on the Property (collectively, the **Drainage Facilities**”), at the City’s sole cost and expense; (iii) to acknowledge and agree that the Drainage Facilities are for the exclusive benefit of the owners of Lot 1 and the Property; and (iv) to release the owner of Lot 1 from all obligations and liabilities (past, present or future) whatsoever arising under or in connection with the design, construction, operation, maintenance, repair and replacement of the Drainage Facilities.

3. **Restrictions and Reserved Rights:** The City shall take title subject to: (i) the matters of record in the Office of the County Clerk of Hidalgo County, Texas to the extent such matters are valid and subsisting and to and affect the Property; (ii) the reservation of rights by DWR set forth in the Dedication Deed; (iii) the restrictions imposed by DWR as set forth in the Dedication Deed, and (iv) the release of DWR from liability in connection with the Drainage Facilities contained in the Dedication Deed.
4. **Title:** Title shall be transferred via Dedication Deed in the form attached hereto as **Exhibit B**.
5. **Assignment, Assumption and Release of Obligations to Maintain Drainage Pond:** City agrees to assume responsibility for and to release the owner of Lot 1, its successors and assigns, of and from all obligations and liabilities (past, present or future) whatsoever arising under or in connection with the design, construction, inspection, operation, cleaning and maintenance of the Drainage Facilities. The form of Assignment, Assumption and Release is attached hereto as **Exhibit C**.
6. **Further Assurances:** DWR and the City agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and dedication of the Property, the release of the owner of Lot 1 from all obligations and liabilities (past, present or future) whatsoever arising under or in connection with the design, construction, inspection, operation, cleaning and maintenance of the Drainage Pond, and shall use their best efforts to close in a timely manner.

DWR DEVELOPMENT GROUP, LLC

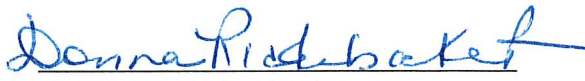
By: 
Donna W. Rickenbacker, Manager

EXHIBIT A

THE PROPERTY

All of Lot 2 out of the Villa Verde Estates Subdivision, according to the plat thereof recorded in Instrument Number 2809819, Hidalgo County Map Records, said Lot 2 containing 9.312 acres (405,625.00 square feet), Hidalgo County, Texas, which said 9.312-acre tract is a part or portion of a certain (20.00 acre) tract conveyed to Michael R. Kormeier, by virtue of a Warranty Deed recorded under Document Number 1126772, Hidalgo County Official Records.

DEDICATION DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF HIDALGO	§	

I. DEED

DWR DEVELOPMENT GROUP, LLC, a Texas limited liability company ("**Grantor**"), for and in consideration of the sum of One Dollar (\$1.00) to Grantor in hand paid by the **CITY OF WESLACO, TEXAS** ("**Grantee**"), whose address is 255 S. Kansas Avenue, Weslaco, Texas 78596, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day dedicated, and by these presents has GRANTED, DEDICATED and CONVEYED, and by these presents does GRANT, DEDICATE AND CONVEY unto Grantee, the following described property situated in Hidalgo County, Texas together with any and all easements, rights, hereditaments, privileges and appurtenances benefiting such property (collectively, the "**Property**"):

See **Exhibit "A"** attached hereto.

This conveyance is made by Grantor and accepted by Grantee subject to (i) the matters of record in the Office of the County Clerk of Hidalgo County, Texas to the extent such matters are valid, subsisting and, in fact, affect the Property, (ii) the restrictions hereby imposed by Grantor in the provisions below, and (iii) the reservation of rights set forth in the provisions below.

II. RESTRICTIONS

This conveyance is expressly made and accepted subject to the following restrictions ("**Deed Restrictions**") upon the Property, which Deed Restrictions shall be binding upon Grantee, and its successors and assigns, and which Deed Restrictions shall run with the title and land hereinabove described as the Property:

1. **Uses Permitted:** Unless otherwise approved in writing by Grantor, its successors or assigns, the Property shall be used only for natural areas, public parks, public sports parks, trails, and greenways. Grantee shall manage and develop the Property for authorized uses in a manner that maximizes public access consistent with the respective use and preserves the integrity of natural resources.

2. **Prohibited Uses:** No portion of the Property shall be used for the following uses: (i) placement of refuse, wastes, sewage, rubbish, dredged spoil, solid waste, incinerator residue, garbage, chemical waste, biological materials, radioactive materials, wrecked or discarded equipment, industrial, municipal, or agricultural waste on the Property; (ii) application or storage of pesticides or biological controls, including, but not limited to, insecticides, fungicides, rodenticides and herbicides; or (iii) any other use not permitted without prior written approval by the Grantor.

3. **Assignment of Reserved Rights:** Grantor, its successors or any assignee to whom Grantor may assign the rights reserved by it herein shall have the authority to enforce the Deed Restrictions against any person or persons violating or attempting to violate the same and may enter proceedings at law or in equity to restrain a violation and to recover damages for the breach or violation thereof. Grantor and Grantee acknowledge and agree that a violation of the Deed Restrictions created herein may result in immediate irreparable harm for which monetary damages alone are not adequate. Notwithstanding the forgoing, no proceeding at law or in equity shall be commenced to restrain a violation of the Deed Restrictions or to recover damages caused by a violation until the party who committed the violation is given written notice describing the violation and thirty (30) days from the party's actual receipt of the notice in which to remedy it. If the party remedies the violation within said 30-day period, the party asserting the violation shall have no claim or cause of action for an injunction or for damages; provided, if such violation may not be cured with diligent efforts by the violating party within such 30-day period, such 30-day period shall be extended for such additional time up to a maximum of ninety (90) days as may be reasonably required to cure the violation with due diligence.

4. **Severability:** Invalidation of any one of these covenants by judgment or court order shall not, in any way, affect any of the other provisions, which shall remain in full force and effect.

III. AGREEMENT TO MAINTAIN DRAINAGE FACILITIES

By its acceptance of this conveyance, and as additional consideration of the conveyance of the Property by this Dedication Deed, Grantee assumes and agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean, maintain, operate, repair and replace, as necessary, the detention and/or water quality pond and all storm sewage pipes, meters, drains, channels, passageways, conduits and other storm drainage facilities and related appurtenances thereto that are located on the Property (collectively, the "**Detention Facilities**"). By its acceptance of this Dedication Deed, the Grantee further RELEASES AND FOREVER DISCHARGES Grantor and its successors from all obligations and liabilities (past, present or future) whatsoever arising under or in connection with the design, construction, inspection, operation, cleaning, maintenance, repair and replacement of said Drainage Facilities.

In the event Grantee, or its successors or assigns, fails or refuses to satisfy its obligation to inspect, operate, clean and maintain the Drainage Facilities on the Property, upon sixty (60) days written notice from the Grantor and opportunity to cure, title to the Property shall revert to Grantor and in such event, Grantee, its successors or assigns, shall be divested of all right, title, and interest thereto. This obligation shall run with the land and shall be binding upon Grantee, its

successors and assigns. In the event that after sixty (60) days written notice and opportunity to cure delivered to the owner of the Property and the failure or refusal to satisfy the obligation to operate and maintain the Drainage Facilities has not been satisfactorily resolved, Grantor may execute and record an affidavit in the official public records of Hidalgo County, Texas certifying that the title to the Property has reverted to Grantor. The affidavit shall conclusively be presumed to establish the reversion of the Property to Grantor. Additionally and/or alternatively, upon Grantor's written request, Grantee, its successor or assign, shall execute a special warranty deed in favor of Grantor for purposes of confirming and acknowledging that title to the Property has re-vested in Grantor. Grantee, on behalf of itself, its successors and assigns, covenants and warrants that in the event of such reconveyance to Grantor, the Property shall be re-conveyed to Grantor free and clear of all liens and encumbrances, save and except those affecting the Property on the date of this conveyance of this Dedication Deed to the Grantee.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, and subject to the matters set forth above.

[Signature and Notary Pages follow]

EXECUTED effective as of the ____ day of December, 2018.

GRANTOR:

DWR DEVELOPMENT GROUP, LLC, a Texas limited liability company

By: _____
Donna W. Rickenbacker, Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of December, 2018 by Donna W. Rickenbacker, Manager of DWR DEVELOPMENT GROUP, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for
State of Texas

[Signature Page Continued on Following Page]

The City of Weslaco, Texas acknowledges Section III "Agreement to Maintain Drainage Facilities" as stated herein and by its execution below hereby accepts all obligations and reversionary rights contained therein.

CITY OF WESLACO, TEXAS

By: _____
David Suarez, Mayor

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

STATE OF TEXAS |

COUNTY OF HIDALGO |

This instrument was acknowledged before me on the ____ day of December, 2018 by David Suarez, Mayor of the City of Hidalgo, on behalf of said City of Hidalgo.

Notary Public in and for
State of Texas

EXHIBIT "A"

THE PROPERTY

All of Lot 2, out of Villa Verde Estates Subdivision, according to the plat thereof recorded in Instrument Number 2809819, Hidalgo County Map Records, said Lot 2 containing 9.312 acres [405,625.00 square feet] situated in the City of Weslaco, Hidalgo County, Texas, which said 9.312-acre tract is a part or portion of a certain (20.00 acre) tract conveyed to Michael R. Kormeier, by virtue of a Warranty Deed recorded under Document Number 1126772, Hidalgo County Official Records.

AFTER RECORDING RETURN TO:

ASSIGNMENT, ASSUMPTION AND RELEASE

STATE OF TEXAS §
 §
 COUNTY OF HIDALGO §

This Assignment, Assumption and Release is entered into as of the ____ day of December, 2018 (the “**Effective Date**”) by and between the CITY OF WESLACO, TEXAS (“**City**”), and DWR VILLA VERDE ESTATES, LP, a Texas limited partnership (“**Partnership**”), which is the fee owner of the real property described on **Exhibit “A”** attached hereto (the “**Property**”), on behalf of the City, the Partnership and their respective successors and assigns.

W I T N E S S E T H:

WHEREAS, by Special Warranty Deed with Vendor’s Lien and Drainage Easement Appurtenant dated May 9, 2017 (the “**Deed**”), filed on May 9, 2007 under Document No. 2813045, Official Records of Hidalgo County, Texas, Michael R. Kormeier conveyed to the Partnership the Property, together with a non-exclusive and perpetual easement (“**Drainage Easement**”) over, across, under and through adjoining real property owned by Michael R. Kormeier described on **Exhibit “B”** attached hereto (the “**Drainage Tract**”); and

WHEREAS, under the terms of the Drainage Easement, the Partnership is obligated to construct, inspect, operate, clean and maintain the drainage facilities (“**Drainage Facilities**”) located on the Drainage Tract; and

WHEREAS, the Deed provides that the Drainage Facilities are for the exclusive use and benefit of the Property; and

WHEREAS, the Deed provides that the Partnership may assign its rights and obligations under the Deed to third parties, including a governmental authority having jurisdiction over the Drainage Tract; and

WHEREAS, the City, being a governmental entity and the current owner of the Drainage Tract desires to have the Drainage Facilities serve the Drainage Tract as well as the Property; and

WHEREAS, in exchange for having the Drainage Facilities be available to benefit the Drainage Tract, the City is willing to: (i) assume responsibility and hold the Partnership harmless for the inspection, operation, cleaning and maintenance of the Drainage Facilities beginning as of the Effective Date; and (ii) release the Partnership of and from all obligations and liabilities (past, present or future) whatsoever arising under or in connection with the design, construction, inspection operation, cleaning, maintenance, repair and replacement of said Drainage Facilities;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. City hereby assumes and promises to fulfill the obligations of the Partnership pursuant to the Deed to include inspecting, operating, cleaning and maintaining the Drainage Facilities from and after the Effective Date, at the City's sole cost and expense, and the City hereby holds the Partnership harmless from any cost, expense, duties or liabilities in connection with such obligations.
2. City does hereby RELEASE AND FOREVER DISCHARGE the Partnership, its successors and assigns, from all obligations and liabilities (past, present or future) whatsoever arising under or in connection with the design, construction, inspection, operation, cleaning, maintenance, repair and replacement of said Drainage Facilities.

[Signatures and Notary Pages Follow]

EXECUTED effective as of the Effective Date.

Partnership:

DWR VILLA VERDE ESTATES, LP,
a Texas limited partnership

By: DWR VILLA VERDE GP, LLC,
a Texas limited liability company,
its General Partner

By: DWR Development Group, LLC,
a Texas limited liability company,
its Sole Member

By: _____
Donna W. Rickenbacker
Sole Member

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day December, 2018, by Donna W. Rickenbacker, Sole Member of DWR Development Group, LLC, a Texas limited liability company, Sole Member of DWR Villa Verde GP, LLC, a Texas limited liability company, General Partner of DWR VILLA VERDE ESTATES, LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for
State of Texas

City:

CITY OF WESLACO, TEXAS

By:

David Suarez, Mayor

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the ____ day December, 2018, by David Suarez, Mayor of the City of Weslaco, Texas, on behalf of said City of Weslaco, Texas.

Notary Public in and for
State of Texas

EXHIBIT A

THE PROPERTY

All of Lot 1, out of the Villa Verde Estates Subdivision, according to the plat thereof recorded in Instrument Number 2809819, Hidalgo County Map Records, said Lot 1 containing 7.878 acres (343,175.00 square feet), situated in the City of Weslaco, Hidalgo County, Texas, which said 7.878-acre tract is a part or portion of a certain (20.00 acre) tract conveyed to Michael R. Kormeier, by virtue of a Warranty Deed recorded under Document Number 1126772, Hidalgo County Official Records.

EXHIBIT B

DRAINAGE TRACT

All of Lot 2, out of Villa Verde Estates Subdivision, according to the plat thereof recorded in Instrument Number 2809819, Hidalgo County Map Records, said Lot 2 containing 9.312 acres [405,625.00 square feet] situated in the City of Weslaco, Hidalgo County, Texas, which said 9.312-acre tract is a part or portion of a certain (20.00 acre) tract conveyed to Michael R. Kormeier, by virtue of a Warranty Deed recorded under Document Number 1126772, Hidalgo County Official Records.

DEDICATION DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF HIDALGO §

I. DEED

DWR DEVELOPMENT GROUP, LLC, a Texas limited liability company (“**Grantor**”), for and in consideration of the sum of One Dollar (\$1.00) to Grantor in hand paid by the **CITY OF WESLACO, TEXAS** (“**Grantee**”), whose address is 255 S. Kansas Avenue, Weslaco, Texas 78596, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day dedicated, and by these presents has GRANTED, DEDICATED and CONVEYED, and by these presents does GRANT, DEDICATE AND CONVEY unto Grantee, the following described property situated in Hidalgo County, Texas together with any and all easements, rights, hereditaments, privileges and appurtenances benefiting such property (collectively, the “**Property**”):

See **Exhibit “A”** attached hereto.

This conveyance is made by Grantor and accepted by Grantee subject to (i) the matters of record in the Office of the County Clerk of Hidalgo County, Texas to the extent such matters are valid, subsisting and, in fact, affect the Property, (ii) the restrictions hereby imposed by Grantor in the provisions below, and (iii) the reservation of rights set forth in the provisions below.

II. RESTRICTIONS

This conveyance is expressly made and accepted subject to the following restrictions (“**Deed Restrictions**”) upon the Property, which Deed Restrictions shall be binding upon Grantee, and its successors and assigns, and which Deed Restrictions shall run with the title and land hereinabove described as the Property:

1. **Uses Permitted:** Unless otherwise approved in writing by Grantor, its successors or assigns, the Property shall be used only for natural areas, public parks, public sports parks, trails, and greenways. Grantee shall manage and develop the Property for authorized uses in a manner that maximizes public access consistent with the respective use and preserves the integrity of natural resources.

2. **Prohibited Uses:** No portion of the Property shall be used for the following uses: (i) placement of refuse, wastes, sewage, rubbish, dredged spoil, solid waste, incinerator residue, garbage, chemical waste, biological materials, radioactive materials, wrecked or discarded equipment, industrial, municipal, or agricultural waste on the Property; (ii) application or storage of pesticides or biological controls, including, but not limited to, insecticides, fungicides, rodenticides and herbicides; or (iii) any other use not permitted without prior written approval by the Grantor.

3. **Assignment of Reserved Rights:** Grantor, its successors or any assignee to whom Grantor may assign the rights reserved by it herein shall have the authority to enforce the Deed Restrictions against any person or persons violating or attempting to violate the same and may enter proceedings at law or in equity to restrain a violation and to recover damages for the breach or violation thereof. Grantor and Grantee acknowledge and agree that a violation of the Deed Restrictions created herein may result in immediate irreparable harm for which monetary damages alone are not adequate. Notwithstanding the forgoing, no proceeding at law or in equity shall be commenced to restrain a violation of the Deed Restrictions or to recover damages caused by a violation until the party who committed the violation is given written notice describing the violation and thirty (30) days from the party's actual receipt of the notice in which to remedy it. If the party remedies the violation within said 30-day period, the party asserting the violation shall have no claim or cause of action for an injunction or for damages; provided, if such violation may not be cured with diligent efforts by the violating party within such 30-day period, such 30-day period shall be extended for such additional time up to a maximum of ninety (90) days as may be reasonably required to cure the violation with due diligence.

4. **Severability:** Invalidation of any one of these covenants by judgment or court order shall not, in any way, affect any of the other provisions, which shall remain in full force and effect.

III. AGREEMENT TO MAINTAIN DRAINAGE FACILITIES

By its acceptance of this conveyance, and as additional consideration of the conveyance of the Property by this Dedication Deed, Grantee assumes and agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean, maintain, operate, repair and replace, as necessary, the detention and/or water quality pond and all storm sewage pipes, meters, drains, channels, passageways, conduits and other storm drainage facilities and related appurtenances thereto that are located on the Property (collectively, the "**Detention Facilities**"). By its acceptance of this Dedication Deed, the Grantee further RELEASES AND FOREVER DISCHARGES Grantor and its successors from all obligations and liabilities (past, present or future) whatsoever arising under or in connection with the design, construction, inspection, operation, cleaning, maintenance, repair and replacement of said Drainage Facilities.

In the event Grantee, or its successors or assigns, fails or refuses to satisfy its obligation to inspect, operate, clean and maintain the Drainage Facilities on the Property, upon sixty (60) days written notice from the Grantor and opportunity to cure, title to the Property shall revert to Grantor and in such event, Grantee, its successors or assigns, shall be divested of all right, title, and interest thereto. This obligation shall run with the land and shall be binding upon Grantee, its

successors and assigns. In the event that after sixty (60) days written notice and opportunity to cure delivered to the owner of the Property and the failure or refusal to satisfy the obligation to operate and maintain the Drainage Facilities has not been satisfactorily resolved, Grantor may execute and record an affidavit in the official public records of Hidalgo County, Texas certifying that the title to the Property has reverted to Grantor. The affidavit shall conclusively be presumed to establish the reversion of the Property to Grantor. Additionally and/or alternatively, upon Grantor's written request, Grantee, its successor or assign, shall execute a special warranty deed in favor of Grantor for purposes of confirming and acknowledging that title to the Property has re-vested in Grantor. Grantee, on behalf of itself, its successors and assigns, covenants and warrants that in the event of such reconveyance to Grantor, the Property shall be re-conveyed to Grantor free and clear of all liens and encumbrances, save and except those affecting the Property on the date of this conveyance of this Dedication Deed to the Grantee.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, and subject to the matters set forth above.

[Signature and Notary Pages follow]

EXECUTED effective as of the ____ day of December, 2018.

GRANTOR:

DWR DEVELOPMENT GROUP, LLC, a Texas limited liability company

By: _____
Donna W. Rickenbacker, Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of December, 2018 by Donna W. Rickenbacker, Manager of DWR DEVELOPMENT GROUP, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for
State of Texas

[Signature Page Continued on Following Page]

The City of Weslaco, Texas acknowledges Section III "Agreement to Maintain Drainage Facilities" as stated herein and by its execution below hereby accepts all obligations and reversionary rights contained therein.

CITY OF WESLACO, TEXAS

By: _____
David Suarez, Mayor

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

STATE OF TEXAS |

COUNTY OF HIDALGO |

This instrument was acknowledged before me on the ____ day of December, 2018 by David Suarez, Mayor of the City of Hidalgo, on behalf of said City of Hidalgo.

Notary Public in and for
State of Texas

EXHIBIT "A"

THE PROPERTY

All of Lot 2, out of Villa Verde Estates Subdivision, according to the plat thereof recorded in Instrument Number 2809819, Hidalgo County Map Records, said Lot 2 containing 9.312 acres [405,625.00 square feet] situated in the City of Weslaco, Hidalgo County, Texas, which said 9.312-acre tract is a part or portion of a certain (20.00 acre) tract conveyed to Michael R. Kormeier, by virtue of a Warranty Deed recorded under Document Number 1126772, Hidalgo County Official Records.

AFTER RECORDING RETURN TO:

ASSIGNMENT, ASSUMPTION AND RELEASE

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This Assignment, Assumption and Release is entered into as of the ____ day of December, 2018 (the “**Effective Date**”) by and between the CITY OF WESLACO, TEXAS (“**City**”), and DWR VILLA VERDE ESTATES, LP, a Texas limited partnership (“**Partnership**”), which is the fee owner of the real property described on **Exhibit “A”** attached hereto (the “**Property**”), on behalf of the City, the Partnership and their respective successors and assigns.

W I T N E S S E T H:

WHEREAS, by Special Warranty Deed with Vendor’s Lien and Drainage Easement Appurtenant dated May 9, 2017 (the “**Deed**”), filed on May 9, 2007 under Document No. 2813045, Official Records of Hidalgo County, Texas, Michael R. Kormeier conveyed to the Partnership the Property, together with a non-exclusive and perpetual easement (“**Drainage Easement**”) over, across, under and through adjoining real property owned by Michael R. Kormeier described on **Exhibit “B”** attached hereto (the “**Drainage Tract**”); and

WHEREAS, under the terms of the Drainage Easement, the Partnership is obligated to construct, inspect, operate, clean and maintain the drainage facilities (“**Drainage Facilities**”) located on the Drainage Tract; and

WHEREAS, the Deed provides that the Drainage Facilities are for the exclusive use and benefit of the Property; and

WHEREAS, the Deed provides that the Partnership may assign its rights and obligations under the Deed to third parties, including a governmental authority having jurisdiction over the Drainage Tract; and

WHEREAS, the City, being a governmental entity and the current owner of the Drainage Tract desires to have the Drainage Facilities serve the Drainage Tract as well as the Property; and

WHEREAS, in exchange for having the Drainage Facilities be available to benefit the Drainage Tract, the City is willing to: (i) assume responsibility and hold the Partnership harmless for the inspection, operation, cleaning and maintenance of the Drainage Facilities beginning as of the Effective Date; and (ii) release the Partnership of and from all obligations and liabilities (past, present or future) whatsoever arising under or in connection with the design, construction, inspection operation, cleaning, maintenance, repair and replacement of said Drainage Facilities;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. City hereby assumes and promises to fulfill the obligations of the Partnership pursuant to the Deed to include inspecting, operating, cleaning and maintaining the Drainage Facilities from and after the Effective Date, at the City's sole cost and expense, and the City hereby holds the Partnership harmless from any cost, expense, duties or liabilities in connection with such obligations.
2. City does hereby RELEASE AND FOREVER DISCHARGE the Partnership, its successors and assigns, from all obligations and liabilities (past, present or future) whatsoever arising under or in connection with the design, construction, inspection, operation, cleaning, maintenance, repair and replacement of said Drainage Facilities.

[Signatures and Notary Pages Follow]

EXECUTED effective as of the Effective Date.

Partnership:

DWR VILLA VERDE ESTATES, LP,
a Texas limited partnership

By: DWR VILLA VERDE GP, LLC,
a Texas limited liability company,
its General Partner

By: DWR Development Group, LLC,
a Texas limited liability company,
its Sole Member

By: _____
Donna W. Rickenbacker
Sole Member

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day December, 2018, by Donna W. Rickenbacker, Sole Member of DWR Development Group, LLC, a Texas limited liability company, Sole Member of DWR Villa Verde GP, LLC, a Texas limited liability company, General Partner of DWR VILLA VERDE ESTATES, LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for
State of Texas

City:

CITY OF WESLACO, TEXAS

By:

David Suarez, Mayor

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the ____ day December, 2018, by David Suarez, Mayor of the City of Weslaco, Texas, on behalf of said City of Weslaco, Texas.

Notary Public in and for
State of Texas

EXHIBIT A

THE PROPERTY

All of Lot 1, out of the Villa Verde Estates Subdivision, according to the plat thereof recorded in Instrument Number 2809819, Hidalgo County Map Records, said Lot 1 containing 7.878 acres (343,175.00 square feet), situated in the City of Weslaco, Hidalgo County, Texas, which said 7.878-acre tract is a part or portion of a certain (20.00 acre) tract conveyed to Michael R. Kormeier, by virtue of a Warranty Deed recorded under Document Number 1126772, Hidalgo County Official Records.

EXHIBIT B

DRAINAGE TRACT

All of Lot 2, out of Villa Verde Estates Subdivision, according to the plat thereof recorded in Instrument Number 2809819, Hidalgo County Map Records, said Lot 2 containing 9.312 acres [405,625.00 square feet] situated in the City of Weslaco, Hidalgo County, Texas, which said 9.312-acre tract is a part or portion of a certain (20.00 acre) tract conveyed to Michael R. Kormeier, by virtue of a Warranty Deed recorded under Document Number 1126772, Hidalgo County Official Records.



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2169	
From: Joe Pedraza			
Subject: Discussion and consideration to approve payment to Republic Services in the amount of \$28,576.87 for flood debris removal for total payment to date in the amount of \$620,214.37 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: Attached on this packet you will find the latest invoices for Republic Services to address debris removal from in the end of September to December 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rebekah De La Fuente		Created/Initiated	
Joe Pedraza		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve payment for services; last day for flood debris removal will be close of business day January 2019.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Debris Collection Cost Breakdown			
Responsibilities upon Approval: Staff will proceed with payment.			

Account 39325 RO Flood**Debris**

Invoice Date	Invoice Number	Invoice Amount
9/15/2018	863001533814	\$ 5,440.58
9/30/2018	863001553613	\$ 3,865.84
10/15/2018	863001554742	\$ 4,435.56
10/31/2018	863001563862	\$ 1,483.75
11/15/2018	863001564871	\$ 667.68
11/30/2018	863001582890	\$ 432.80
12/15/2018	863001583983	\$ 178.21

Account 39348 Flood Brush**Various Locations**

11/20/2018	863001578489	\$ 1,315.94
12/20/2018	863001590626	\$ 6,579.70

Account 39269 Brush**WestGate**

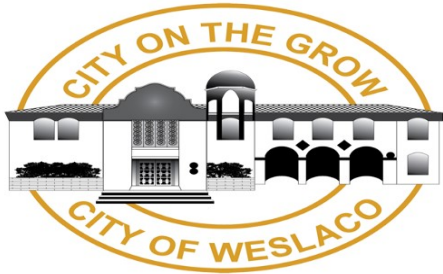
10/15/2018	863001554738	\$ 4,176.81
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Total Owed	\$ 28,576.87
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Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2019-17	
From:			
Subject: Discussion and consideration to enter into a Mile after Mile Option #2 agreement with Kinloch Equipment Co. to lease a 2018 Vactor Truck and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Olga Garza		Approved	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: MaM Unit Comparison			
Responsibilities upon Approval:			



CITY OF WESLACO

Kinloch Vactor Mile after Mile / Options 1 & 2

	Option # 1	Option # 2
	2016 Western Star Chassis w/ Vactor 2100+ Body	2018 Freightliner Chassis w/ Vactor 2100i Body
	Currently Being Rented by City	New @ Kinloch Facility
	Comprehensive Repairs & Maintenance	Comprehensive Repairs & Maintenance
	Guaranteed Buyback	Guaranteed Buyback
DESCRIPTION		
Capital Cost	\$408,501	\$419,278
Rental Rebate	(\$40,500)	\$0
Net Capital Cost	\$368,001	\$419,278
Extended Warranty	\$20,000	\$15,000
Repair & Maintenance Agreement	\$48,000	\$60,000
Total Amount Financed	\$436,001	\$494,278
Balloon Payment	\$147,200	\$209,639
Lease Term (Years)	4	5
Rate	4.47%	4.60%
Payment Per Annum	\$82,228	\$70,552
Total Lease Payments	\$328,912	\$352,760
Total Payments Inc. Balloon Payment	\$476,112	\$562,399
Guaranteed Buyback	\$147,200	\$209,639



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2177	
From:			
Subject: Discussion and consideration to purchase a Main Line and Push TV System from Kinloch Equipment and Supply, Inc. in the total amount of \$64,986.00 through Buyboard Vendor Contract #515-16 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Olga Garza		Created/Initiated	
Olga Garza		Approved	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: City of Weslaco MainLite XL quote			
Responsibilities upon Approval:			



December 28, 2018

Mr. Marcelo Cosme
City of Weslaco
Weslaco, Texas

Dear: Mr. Cosme,

Kinloch Equipment & Supply (KESI) is pleased to provide a proposal for your consideration for a Main Line and Push TV System.

As the sole authorized dealer in the state of Texas, our proposal is based on the IBAK MainLite TV System and the Hathorn Magnum DVR Push System. Detailed specifications of the system are provided herein.

While there may be less expensive systems available in the marketplace, we believe that the IBAK/HATHORN/KESI partnership provides the best value to the City. Why?

IBAK

- **Anti-Tilt Compensation**
 - This feature not only detects when your tractor is not riding in the bottom of the pipe, and automatically corrects it for you keeping the camera tractor in the ideal position and protecting it from rolling over.
- **Auto Upright**
 - The Camera's come with an auto-up righting or self-leveling feature standard allowing the operator to focus on the pipe and not constantly adjusting equipment, improving the overall inspection.
- **Air charged**
 - The system is charged with air, no nitrogen or Co2 to purchase.
- **Built in safety with Air Pressure detection**
 - If the system is low on air it automatically alerts the operator with a visible alert at the controller and an audible tone. This feature also will shut the lights off on the tractor to discourage using the system when there is the potential of moisture ingress.
- **Truly Synchronized Reel**
 - The only reel that detects the slack in the line and will not let the tractor back over the cable. NO knob or dials to adjust just use the system and it takes care of you.



- **Lowest Cost of Ownership in the Market**
 - Our average cost of Ownership is \$3,000.00 per year.
- **One (1) Free Set of Rubber Replacement Tires**
- **One (1) Free Set of Replacement Light Covers**
- **Two (2) years Cable Retermination due to Normal Wear & Tear**
- **Minimum 10-year guarantee parts and service support.**
- **And many more!!!**

HATHORN

- All Hathorn camera are CAD system designed and all products are manufactured in-house. This translates to better quality control and timely replacement parts delivery as compared to manufacturer's who outsource design and component purchases.
 - The Magnum M12 Controller has the largest and brightest monitor in the industry. Picture quality is unequalled allowing for quick and easy assessment of pipe condition.
 - All Hathorn systems are pre-delivery run for 24 hours to ensure that our customers receive a working, quality product. No disappointment of products arriving DOA.
 - All Hathorn camera systems come standard with a built-in transmitter that provides accurate location and depth of camera head with a standard receiver.
-
- **In-State Service and Support:**
 - Our San Antonio branch has full service capabilities with in-house factory trained electronics service technicians. If repairs are needed, this work is done quickly and completely here in Texas resulting in reduced downtime and cost.



**Kinloch
Equipment & Supply, Inc.**

P.O. Box 4919
Pasadena, TX 77502
Tel: 713.473.6213 Fax: 713.473.7858
Toll Free: 800.231.6929

➤ **Free Loaner Equipment:**

- In the event a repair is needed, Kinloch Equipment & Supply, Inc. will provide a free functionally equivalent loaner in the event repairs required as a result of normal wear and tear cannot be completed in a maximum of four (4) business days for the entire time you own the system.

➤ **Free Lifetime Training:**

- We'll come out to your location at no cost to the City of Weslaco to provide follow up training for both existing and new operators.

Please don't hesitate to contact me should you have any questions. We look forward to working with you and the City of Weslaco.



PROPOSAL FOR ONE (1) IBAK MAINLITE XL TV SYSTEM

- 1 BP100 Portable Control Console**
 - High resolution 10" touch display (IP43) and 2 joysticks
 - Integrated Windows PC
 - 2x USB 3.0 Ports
 - IBAK Recorder software for recording and playback of video and pictures

- 1 KW 306 Cable Drum**
 - Powered cable drum for up to 1000 ft. of cable
 - Automatic level wind
 - Compact design
 - KW 306 Camera Cable 524/11 - 1000 ft.

- 1 CAMERA**
 - ORION Zoom
 - Pan and Tilt and Zoom (3x digital) camera for 4" and up pipelines.
 - May be used on tractor or pushrod.
 - Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate.
 - New wide angle of view = 90°
 - Higher resolution and significantly improved picture quality.
 - Laser diameter, deformation, defect and object measurement
 - Pressure Test Set
 - KUV 2.7 Cable Deflection Pulley for Standard Cable with holder and rope

- 1 TRACTOR**
 - T66.1 Camera Tractor
 - Small mainline tractor for use in pipelines 4" and up
 - Zero turn radius, full steering with ATC (Auto Tilt Compensation)
 - Includes lowering claw, toolset and 4"/6"/8" wheelsets
 - Camera Connection TYPE 2.1 for T66.1 Standard straight connector.
 - Camera Connection TYPE 5 for T66.1 w/ Manual lift
 - Manually elevate the camera to center of 24" Pipe
 - Tungsten Carbide Wheels for T66 in 6" and up
 - T66 Pneumatic Wheels for large pipe w/ adapters

- 1 ACCESSORIES**
 - 3" Tiger Tail
 - Steel Top Manhole Roller

- 1 Delivery and Training of TV Equipment**



PROPOSAL FOR ONE (1) HATHORN PUSH CAMERA SYSTEM

1 Hathorn Magnum M12 DVR Push System which includes the following:

1 Reel

200' Premium ½" Diameter Spiral Wound Push Rod

1 Camera

Self-Leveling Color Camera 1.68" Diameter

1 Magnum Controller with Audio and Video Out Jacks

12" Daylight Readable Monitor

Record to USB Drive

One Touch Recording with Pause Key

On Screen Footage

Adjustable Lighting Controls

Lithium Ion Battery

Low Battery Alarm and Level Indicator

Voice Over Recording Built In

Mpeg Format

16 Pages of Text Writing and Memory Saves

Touch Screen Control

Built-In 512Hz Sonde Transmitter for Camera Locate and Depth

Rename Files on USB Stick After Recorded

1 Patch Cable for Magnum

1 Delivery and Training

GRAND TOTAL

\$ 64,986.00

Any questions please call me.

Sincerely,

Rafael Castillo Jr



Kinloch
Equipment & Supply, Inc.

P.O. Box 4919
Pasadena, TX 77502
Tel: 713.473.6213 Fax: 713.473.7858
Toll Free: 800.231.6929

Kinloch Equipment & Supply, Inc.



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2018-2175	
From:			
Subject: Discussion and consideration to approve the Interlocal Agreement with the City of Mercedes to provide ambulance billing and associated support services, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The City of Mercedes respectfully requests to engage with the City of Weslaco for professional services, such as ambulance billing services including complete management of the billing process from patient treatment, collection process and account closure. (Staffed by Finance Department.)			
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):			
Yvette Mendoza		Created/Initiated	
Yvette Mendoza		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Interlocal Mercedes EMS billing			
Responsibilities upon Approval:			

STATE OF TEXAS § INTERLOCAL AGREEMENT
COUNTY OF HIDALGO §
SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2018, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as "**CITY**" located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF MERCEDES** a Home Rule Municipal Corporation, hereinafter referred to as "**MERCEDES**", located at 400 S. Ohio Ave. Mercedes, Hidalgo County, Texas 78570.

RECITALS

WHEREAS, Mercedes desires to engage with CITY for the provision of certain professional services, therefore CITY and MERCEDES mutually agree as follows:

SECTION I
CONTRACT AGREEMENT

Purpose and Intent: The purpose of this agreement is to provide MERCEDES with ambulance billing and associated support services including Medicare compliance.

- A. The CITY agrees to accept all referred accounts for billing and collection from MERCEDES in a timely and diligent manner. Ambulance billing services includes complete management of the billing process from patient treatment, collection process and to account closure.
- B. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to MERCEDES.
- C. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.
- D. City shall review the required documents supplied by MERCEDES, for completeness and eligibility for billing. If any required documentation is missing, the CITY will request necessary documentation from MERCEDES in writing.
- E. CITY agrees to provide adequate staff to work all referred accounts for the duration of the agreement.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF MERCEDES
, Fire Chief.
400 S. Ohio Ave.
Mercedes, Texas 78570

ii) CITY OF WESLACO
Antonio Lopez, Fire Chief.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from MERCEDES may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

MERCEDES agrees to pay CITY for services contracted herein as follows:

- A. MERCEDES shall pay CITY \$3,100 monthly
- B. CITY shall remit to MERCEDES an invoice by the 10th of each month
- C. MERCEDES shall not be liable for any expenses incurred by the CITY in the collection of accounts.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations.

**SECTION IV
CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

**SECTION V
TERM OF AGREEMENT AND TERMINATION**

- A. This Agreement shall be for an initial term of one year, effective _____, 2018 and shall continue in full-force and effect through December 1, 2019.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

**SECTION VI
NON-APPROPRIATIONS**

If MERCEDES cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ~~ten (10)~~ ¹⁴ days written notice to MERCEDES.

**SECTION VII
MEDIATION**

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

IN WITNESS WHEREOF, CITY and MERCEDES have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596
Phone: 956.968.3181
Fax: 956.973.3128

ATTEST:

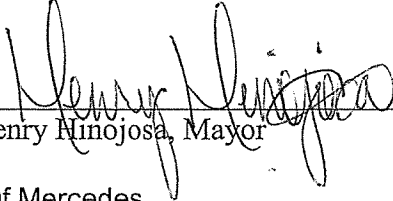
BY: _____
Adelaida Vega, Interim City Secretary

APPROVED AS TO FORM ONLY:

Juan Gonzalez
Attorney at Law

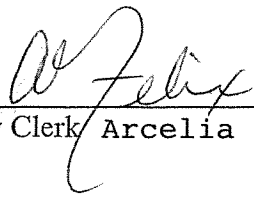
City Attorney

CITY OF MERCEDES

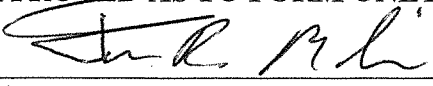
BY:  _____
Henry Hinojosa, Mayor

City Of Mercedes
400 S Ohio Ave.
Mercedes, Texas 78570
956-565-3114

ATTEST:

BY:  _____
, City Clerk Arcelia L. Felix

APPROVED AS TO FORM ONLY:

 _____
, City Attorney Juan R. Molina



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2019-14	
From:			
Subject: Discussion and consideration on request from V.F.W Post 12178 to use Mayor Pablo Pena Park for a Music Festival and Bike Run on April 6, 2019 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: The Veterans of Foreign Wars Post 1278 of Weslaco has requested the use of Mayor Pablo G. Pena Park for a Music Festival. Proceeds of the event are to support the National Desert Storm War Memorial and local Post. The event is the final stop of a motorcycle rally to include live music, food, and vendors. Organizers intend to sell beer.			
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 Omar Rodriguez Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve conditional to any expenses related to the event to be paid by the requester.			
Staff Recommendation: Staff recommends approval and that all fees (permits and park rental) and expenses (personnel to set/strike park, Police, Fire, and EMS) be paid for by requester.			
Attachments, if any: VFW Letter of Request			
Responsibilities upon Approval:			



Calderon-Daily Memorial
Veterans of Foreign Wars Post
12178
Weslaco, Texas

December 10, 2018

City of Weslaco, Texas
Attn: Honorable Mayor David Suarez
: Councilmen, Councilwomen

Re: V.F.W. Post 12178 Music Festival & Thunder Run for the Desert Storm Memorial

Dear Sir or Madam:

We come to you just weeks after we Chartered the Calderon-Daily Memorial VFW Post on November 17, 2018 with exciting news. We hit the floor running... As promised, the veterans from Weslaco and the surrounding areas want to be part of the exciting growth that Weslaco has seen these past years, we want to be a strong presence in the city and help take care of those who have given so much to protect our way of life and our freedoms that we enjoy every day.

We are very excited to work with the city and appreciate any and all help we can get in securing a building or land or even a great location to develop and build a V.F.W. for Veterans where all can come for help. The VFW has service officers that can help with compensation, programs to help veterans that are struggling, provide meals, help with groceries, fuel for their vehicles, homelessness, and a place to network.

The V.F.W's **Mission:** To foster camaraderie among United States veterans of overseas conflicts; To serve our veterans, the military and our communities; To advocate on behalf of all veterans.

Our Vision: Ensure that veterans are respected for their service, always receive their earned entitlements, and are recognized for the sacrifices they and their loved ones have made on behalf of this great country.

We as a Post do not expect things to be handed to us, we want to work and earn our place in Weslaco. With that said we would like to ask the city of Weslaco for permission to secure the **Mayor Pablo Pena** Park on April 6, 2019, for a large-scale event we are working on with the state V.F.W. and national V.F.W.

District 18 R.G.V., V.F.W. was asked to participate in a fundraiser to build the National Memorial for the Desert Storm War in Washington D.C., at the same time we need to raise funds for a down payment toward our new home. We are planning a music festival and bike run, with over 14 bands and vendors. The proceeds will go towards both of these efforts. We are looking for a secure location in Weslaco, where we can control what is brought in, for safety reasons, and feel that this park is the perfect location.

We have several large sponsors like The Q-94.5 Sam W. Daily, the son of the late Sam Daily K.I.A. , Joe Masters who will be financing the stage and lighting and sound systems, and 14 bands, which will donate their time for this effort on behalf of our Veterans.

We believe that this event not only will be extremely profitable, but it will bring great credit to the city of Weslaco for being part of the effort and contributors in the building of the War memorial in Washington D.C.

We are a 501(C)3 non-profit Organization -Tax exempt. Any and all donations are tax deductible. Once again thank you for your time and consideration on our request, because the show must go on, we would appreciate an answer as soon as possible so that we may have ample time to secure and alternate location if need be.

Sincerely,

Lupita M. Perez District 18 Commander RGV
Event Chairman- Weslaco V.F.W. Post 12178
(956) 292-8416

“Nobody does more for Veterans”

cc: Larry Flores- Commander
Calderon-Daily V.F.W. Post 12178



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2019-15	
From:			
Subject: Discussion and consideration an Interlocal Agreement with the Weslaco Independent School District for the use of various softball fields and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: Weslaco ISD has requested to use the Softball Fields at Harlon Block Park for their Middle School Softball program beginning in January and running through February of this year. The City will maintain fields and prepare for game play as per WISD schedule. WISD will provide the game administration, security, custodial support, field paint and chalk for marking the fields.			
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 Omar Rodriguez Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Interlocal Agreement WISD HBP Softball Field Use, HBP Aerial View, 2019 Middle School Softball Schedule			
Responsibilities upon Approval:			

INTERLOCAL AGREEMENT

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

The facilities that are the subject of this Agreement are the City's designated baseball/softball fields, which are part of the City's public park system, located at Harlon Block Park located at 18th Street in Weslaco, Texas (herein the "Facility") which are identified in **Exhibit A**. The purpose of this agreement is to provide the terms and conditions for the use of the Facility by WISD. The services that are the subject of this agreement are a governmental function.

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

I. Terms of Use

The parties agree as follow:

1. The City's Obligations:

- a. The City will allow WISD access to and exclusive use of the designated softball field(s) located at the Facility for UIL softball events on the following dates:
 - i. January 16, 18, 19, and 25, 2017
 - ii. February 1, 8, 15, 22, and 27, 2017
 - iii. March 1, and 5, 2017
- b. The City will maintain and drag the fields in its usual and customary fashion.

2. WISD's Obligations:

- a. WISD will assign the following personnel to the Facility on the days in which WISD will have exclusive use of the Facility: an Administrator in Charge; a Security Guard, a Custodian and any other personnel needed by the WISD to facilitate baseball or softball games;
- b. WISD will be responsible for striping the field(s) the day of use;
- c. WISD will maintain and clean the Facility immediately after use.

II. General Provisions

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

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

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

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

2.5 **Governance**. This agreement will be governed by state and federal laws and regulations, school district, and TSTC policies and requirements.

2.6 **Texas Law To Apply**. This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

AGREED:

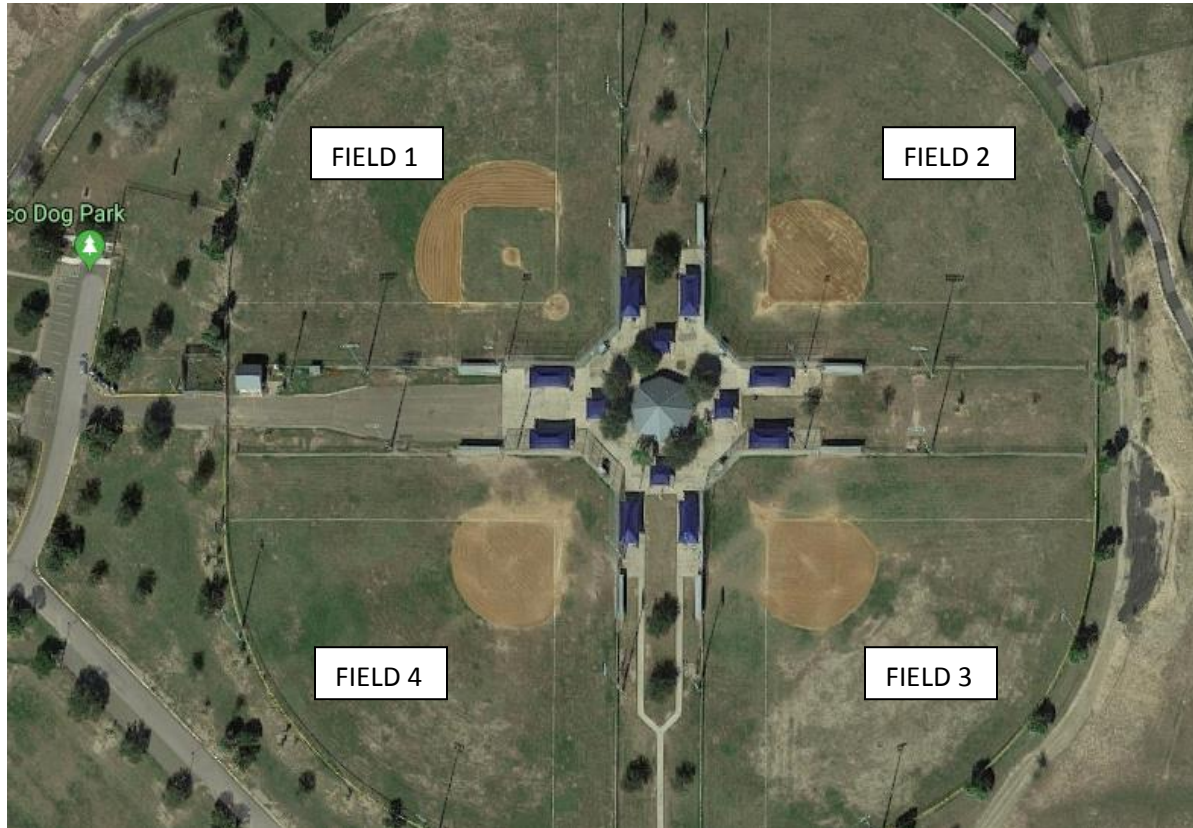
Isidoro Nieto,
WISD Board President
319 West Fourth Street
Weslaco TX 78596

(Date)

David Suarez
Mayor of the City of Weslaco, Texas

(Date)

NORTH



SOUTH

2018-19 SOFTBALL 7TH/8TH Grade Master Schedule

TOURNAMENTS:			2019 JANUARY	17-	19						
		7 TH	EDCOUCH ELSA								
		8 TH	WESLACO								
TOURNAMENTS:			2019 FEBRUARY	7-	9						
		7 TH	DONNA								
		8 TH	MERCEDES								
Team listed 2nd italicized is the HOME team.											
	SATURDAY-JANUARY 12, 2019				TUESDAY-JANUARY 15, 2019				THURSDAY-JANUARY 17, 2019		
F2	AP Solis	VS	B Garza	F2	Sauceda	VS	B Garza		Cuellar	VS	Sauceda
	Chacon	VS	EE		Mary Hoge	VS	EE		AP Solis	VS	Chacon
F3	Todd	VS	Mary Hoge	F3	Todd	VS	Cuellar		Central	VS	Todd
F4	Harrell	VS	Cuellar	F4	Chacon	VS	Central	F4	Veterans	VS	Mary Hoge
	Central	VS	Veterans		Veterans	VS	Harrell		B Garza	VS	Harrell
	BYE-Sauceda				BYE-AP Solis				BYE- EE		
	THURSDAY-JANUARY 24, 2019				THURSDAY-JANUARY 31, 2019				TUESDAY-FEBRUARY 5, 2019		
	Sauceda	VS	Chacon	F3	Sauceda	VS	Mary Hoge	F2	Sauceda	VS	Central
	Mary Hoge	VS	AP Solis		Harrell	VS	AP Solis		AP Solis	VS	Todd
	Cuellar	VS	EE		EE	VS	Todd		EE	VS	Harrell
F4	Veterans	VS	B Garza		Chacon	VS	Veterans	F3	Veterans	VS	Cuellar
	Central	VS	Harrell	F4	Central	VS	B Garza	F4	Chacon	VS	B Garza
	BYE-Todd				BYE-Cuellar				BYEMaryHoge		
	THURSDAY-FEBRUARY 7, 2019				TUESDAY-FEBRUARY 12, 2019				THURSDAY-FEBRUARY 21, 2019		
	Sauceda	VS	AP Solis		EE	VS	Sauceda		Todd	VS	Sauceda
	EE	VS	Veterans	F3	AP Solis	VS	Central		AP Solis	VS	EE
	B Garza	VS	Todd		Todd	VS	Veterans		Cuellar	VS	Chacon
F3	Cuellar	VS	Central	F4	Mary Hoge	VS	Cuellar	F4	B Garza	VS	Mary Hoge
F4	Harrell	VS	Mary Hoge		Harrell	VS	Chacon				
	BYE-Chacon				BYE-B Garza				BYE-Veterans		Harrel Central

GAME TIMES: Week day games 5:00 PM Saturday games 10:00 AM

WISD GAME LOCATION: HBP = Harlon Block Sports Complex Park 1020 W 18th St.

FIELD ASSIGNMENT: F2 (FIELD 2) F3 (FIELD 3) F4 (FIELD 4) See attachment



Weslaco East Athletic Trainer Coverage



Weslaco High School Athletic Trainer Coverage



Standardized Agenda Request Form

Date of Meeting: January 15, 2019		Agenda Item No. (to be assigned by CSO): 2019-16	
From:			
Subject: Discussion and consideration on extension of Agreement with American Financial Bureau for delinquent Municipal court Fines and Fees Collection Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Municipal Court.)			
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		Created/Initiated	
Rosa Huerta		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Approve.			
Attachments, if any: AFB Contract (2)			
Responsibilities upon Approval:			

THE STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF
	§	WESLACO AND AMERICAN FINANCIAL
	§	BUREAU
CITY OF WESLACO	§	FOR DELINQUENT MUNICIPAL COURT
	§	FINES & FEES COLLECTION SERVICES
COUNTY OF HIDALDO	§	

This agreement is made between the City of Weslaco, a home-ruled municipal corporation, located at 255 South Kansas, Weslaco, Hidalgo County, Texas, 78596, hereinafter referred to as "Client" and American Financial Bureau, located at 901 E. 6th St. Suite 6 Weslaco, Hidalgo County, Texas 78596, hereinafter referred to as "AFB".

In consideration of the mutual promises herein contained, the parties here to agree
As follows:

RECITALS

A. Services To Be Performed.

1. AFB agrees to accept all referred past due (over 60 days) Fines & Fees for collection from Client in a timely and diligent manner in an attempt to collect.
2. AFB shall promptly undertake, through proper and lawful means, the collection of all Fine & Fees referred by the Client.
3. AFB shall not, under any circumstances, violate any federal, state, or local laws.
4. AFB shall remit to the Client an invoice by the 5th of each month for the amount collected on each warrant during the prior month.
5. AFB agrees to provide adequate staff to work all referred accounts for the duration of the agreement.

B. Client Placement / Cancellations

1. The Client will give past due Fines & Fees to AFB on a daily basis. The Client will provide all necessary documentation for collecting purposes.

2. The Client will add 30% to the past due warrants according to Texas Code of Criminal Procedure Tittle 2 Chapter 103 Article 103.0031.
4. AFB upon receiving notification on a referred account AFB shall return the account, however if the defendant have made prior agreements to make payments or is making monthly payments, AFB shall notify the court of such intentions and will receive compensation for the paid account.

C. COMPENSATION

1. The collection fee for accounts shall be at 30% of the total amount collected on accounts over 60 days past due pursuant to Article 103.0031, Code of Criminal Procedure. We do not add or collect a FEE on cases that have been determined Indigent, Judge Dismissals, Jail Credit for Time Served, or Community hours given by Judge.
2. The Client shall provide AFB with any and all information pertaining to the reimbursement on any referred accounts wherein payment was made to the Client directly.
3. AFB shall remit to Client an invoice by the 5th of each month for the amount collected on each account during the prior month.
4. The Client shall remit payment within 5 business days from receiving invoice.

D. Employee Provisions

The Client and AFB agree not to employ personnel from one another during the period of this agreement. Both parties agree not to employ any personnel from the other for the period of twelve (12) months after the termination of the agreement.

E. Computer Software & Hardware

1. Any and all computer hardware and software furnished by AFB will be the responsibility and property of AFB.
2. Any and all computer hardware and software furnished by Client shall be maintained by Client and will remain the responsibility of Client.

F. Notices

All notices and communications required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail at the addresses shown below, unless and until either party is otherwise notified in writing by the other party at the following addresses:

If intended for The City of Weslaco:

City Manager
City of Weslaco
255 South Kansas
Weslaco, Texas 78596

If intended for American Financial Bureau:

Ms. Benita R. Valadez
American Financial Bureau
901 E. 6th St. Suite 6
Weslaco, Texas 78596

G. AFB Covenants of Agreement

1. All AFB Personnel, while performing any and all services as stated herein, shall comply with all applicable federal, state, county, city ordinances and regulations.
2. Any and all information or documentation requested by Client shall be furnished to assure that AFB is in compliance with all applicable policies and regulations.

H. Indemnity

AFB shall hold harmless and indemnify Client, its elected officials, employees, agents or representatives from all claims, actions and damages that are made and assessed against the Client, its elected officials, agents or representatives as a result of AFB' performance of activities and services under this Agreement.

I. Governing Law

The Validity of this Agreement and of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

J. Venue

Venue shall be in Hidalgo County, Texas

K. Term of Agreement & Termination of the Agreement

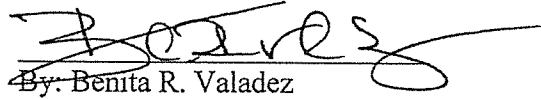
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1. The term of this agreement shall commence on February 20, 2015 and shall continue in full force until February 20, 2017 and will remain in effect unless terminated by either party as provided in the following paragraph.
2. Either party has the option to terminate this agreement by giving the other party a written notice of at least (90) days prior to the effective termination date. Unless prior to (90) days before the Expiration Date, the Client or the Agency notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this agreement shall be automatically extended for additional 2 years without the necessity of any further action by either party. In the absence of any such notice by either party, the agreement shall continue to automatically renew for additional and successive two year terms in the same manner at the end of each renewal period.
3. Upon termination of the agreement, any and all referred accounts that are pending payment shall remain with AFB to be worked until completion and/or payment has been obtained.
4. Any and all original records provided to AFB in regards to referred accounts shall remain on the premise and possession of AFB. All reports, documents, or any other work related products developed or designed by AFB shall remain in the possession of AFB.
5. Upon termination of the agreement by either party, the Client agrees to continue to furnish AFB copies of payments made directly to Client on accounts still receiving payments by AFB.
6. AFB will continue to work and receive compensation on referred accounts as long as the accounts are still in expecting payment status.

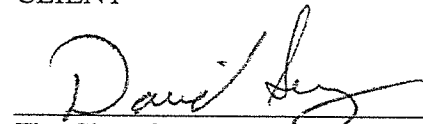
EXECUTED at Weslaco, Hidalgo County, Texas, on the day and year first written above.

AGENCY-

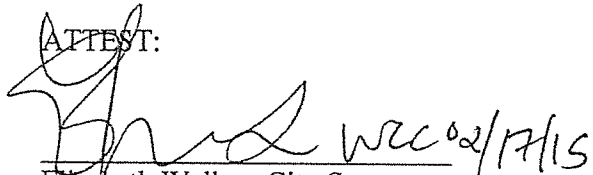
American Financial Bureau
901 E. 6th St. Suite 6
Weslaco, Texas 78596


By: Benita R. Valadez

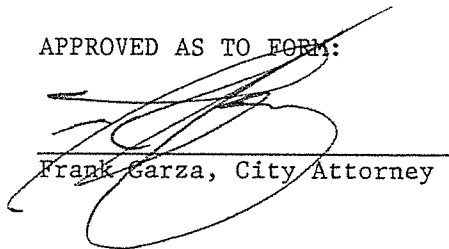
CLIENT-


The City of Weslaco, Mayor David Suarez
~~500 South Kansas~~ 255 South Kansas Avenue
Weslaco, Texas ~~7896~~ 78596

ATTEST:


Elizabeth Walker, City Secretary

APPROVED AS TO FORM:


Frank Garza, City Attorney