A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JUNE 4, 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, June 4, 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. 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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 May 7, 2019 and May 23, 2019. (Staffed by City Secretary's Office.) Attachment.

B. Acceptance of the Affiliation Agreement between the The University of Texas Rio Grande Valley (UTRGV) and the City of Weslaco Police Department's Case Manager to serve as a Facility Liaison for UTRGV students entering Social Services Internship. (Staffed by Police Department). Attachment

C. Approval on Resolution 2019-55 to apply and accept the Hidalgo 2018 OPSG Stonegarden Grant through eGrants for border security initiatives in the amount of $175,000.00 with NO LOCAL MATCH required and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

D. Authorization to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Terry Barbee for Hangars E11-14 and to approve a Mid Valley Airport Ground Lease Agreement with Tenant Arthur Beckwith D/B/A Beckwith Farms for Hangars E11-14 and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment

E. Authorization to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Shari Pate for Hangars W15-16 and to approve a Mid Valley Airport Ground Lease Agreement with Tenant Scott Fuller for Hangar W16 and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment

F. Acceptance of free books from South Texas Literacy Coalition and authorize the Mayor to execute any related documents. (Staffed by the Library) Background. Attachment

IV. APPOINTMENTS

A. Discussion and consideration to approve Resolution 2019-56 appointing members to expired terms on the Weslaco Mid Valley Advisory Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment

V. NEW BUSINESS

A. Discussion and consideration to approve Ordinance 2019-19 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-19. Possible action. (Staffed by Finance Department.) Attachment

B. Discussion and consideration on extension of franchise agreement with Liquid Environmental Solutions for grease trap collection and disposal services not to exceed seven years and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Attachment

C. Discussion and consideration to purchase a 2019 190GW FT4 Wheeled Excavator in the amount of $192,720.85 from Dogget Heavy Machinery Services, through Buyboard Contract #515-16 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment

D. Ratification of Purchase Order No. 19-03048 to contract Southern Trenchless Solutions for emergency repairs of a collapsed sewer line located at FM 1015 from Mooreland Dr. to Lift Station No. 21, in the amount not to exceed $276,969.00, and authorize a budget as may be required the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment

E. Discussion and consideration of the drainage short term projects. Possible action. (Staffed by Engineering Department.) Attachment

F. Discussion and consideration on Memorandum of Understanding by and between City of Weslaco and Research, Applied Technology, Education, and Service (RATES) for the summer intership program (MOA #R-RGV-SIP-2019-00001) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

VI. REPORTS

A. Report by Weslaco Area Chamber of Commerce.
B. Report by Economic Development Corporation of Weslaco.
C. Report by Weslaco 100 Committee.
D. Report by Inframark.
E. Report by Airport.

VII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

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

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

C. 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.

D. Pending Litigation - Report by City Attorney regarding all pending litigation as provided to City Auditor as authorized by §551.071 of the Texas Government Code

E. Legal Consultation - Seek City Attorney opinion relating to breach of contract by Accela and consider authorizing City Attorney to proceed with legal action as authorized by §551.071 of the Texas Government Code.

F. Legal Consultation - Seek City Attorney opinion on potential litigation concerning a trailer located East of Pleasantview Drive on E Expressway Frontage as authorized by §551.071 of the Texas Government Code.

G. Legal Consultation - Consultation with City Attorney on potential litigation as related to the Weslaco Animal Shelter as authorized by §551.071 of the Texas Government Code.

H. Legal Consultation - Consultation with City Attorney on Notice of potential litigation by Jose Julian Chavez represented by P. Garza, Law Firm, P.C. as authorized by §551.071 of the Texas Government Code.

I. Legal Consultation - Consultation with City Attorney on potential litigation on claim filed by Roberto Perez for damages to property as authorized by §551.071 of the Texas Government Code.

J. Real Property– Consultation with City Attorney on the purchase of real property legally described asWestTractW3.67AC-S10AC-N20AC FT685 at Dawson and Oregon Streets as authorized by §551.072 of the Texas Local Government Code.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 31st day of May, 2019 at 5:00 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Myra Ayala, 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: June 4, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2493

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)**:**

Molly Vallejo
Aida Vega
Mike Perez

Created

City Manager Comments:

Staff Recommendation:

A. Mayor will Call to Order and certify Public Notice.
B. Father Ernest Ukwueze, San Martin de Porres 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 2019

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
, Commissioner, 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: June 4, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2498

From:

Subject:
Approval of the Minutes of the Regular Meeting on May 7, 2019 and May 23, 2019. (Staffed by City Secretary's Office.) Attachment.

Background:
Record of commission action on May 7, 2019 and May 23, 2019.

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)**:**

Molly Vallejo
Aida Vega
Mike Perez

Created

City Manager Comments:
Approve.

Staff Recommendation:

Attachments, if any:
190507 minutes, 190523 minutes

Responsibilities upon Approval:

MINUTES OF A REGULAR MEETING OF THE WESLACO CITY COMMISSION
TUESDAY, MAY 7, 2019

On Tuesday, May 7, 2019, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	David Suarez
	Mayor Pro-Tem	Greg Kerr
	Commissioner	Letty Lopez
	Commissioner	Josh Pedraza
	Commissioner	J.P. Rodriguez
	Commissioner	Leo Muñoz
ABSENT:	None.	
	City Manager	Mike R. Perez
	City Secretary	Myra L. Ayala Garza
	City Attorney	Juan E. Gonzalez

Also present: Aida Vega, Deputy City Secretary; Andrew Munoz, Airport Director/Interim Asst. City Manager, Vidal Roman, Finance Director, Omar Rodriguez, Parks and Recreation Director, Leo Gonzalez, Information Technology Director; Ben Worsham, City Engineer/Planning and Code Enforcement Director; Captain Jose A. Coronado, Police Dept., Antonio Lopez, Fire Chief, Veronica Ramirez, HR Director; Pete Garcia, Public Works Director; Arnold Becho, Library Director; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, May 3, 2019.

B. Invocation.

Pastor Tom Murray, Grace Episcopal Church, led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

Mayor Suarez proclaimed the following for the month of May; "Motorcycle Awareness Month", "National Postcard Week" and "Elder Abuse Prevention Month".

E. Roll Call.

Myra L. Ayala Garza, City Secretary, called the roll, noting at the time of roll call the absence of Mayor Pro Tem Kerr and a quorum present.

II. PUBLIC COMMENTS

Leo Gonzalez, IT Director, reported on the upgrade of audio and video equipment in the Legislative Room that included monitors, cameras, speakers and a control room.

Ismael Quiroz voiced comments on the request from the Boys and Girls Club for use of Mayor Pablo Pena Park beginning in June 2019. He stated a lease is in place that permits the Pony League (softball/baseball) use it from February 2019 through July 2019. Ms. Elia Rodriguez, League President, stated their program has been in place for 32 years; the league has always had a lease agreement for their organization and very consist with the dates needed; the Boys and Girls Club have used Harlon Block then use Mayor Pablo Pena Park when their program has ended. They were open to suggestions to co-exist but requested consideration that their lease be honored at least through the end of June.

Randy Hall, Chairman Weslaco Drainage Task Force Committee, thanked the community for the passage of the Bond Election and will continue to move forward in meeting goals and monitor funding spent.

III. PUBLIC HEARING

Commissioner Muñoz, seconded by Commissioner Lopez, moved to open the public hearing at 6:03 p.m. The motion carried unanimously; Mayor Suarez was present and voting

A. To solicit input on behalf of Humberto Garza requesting to rezone 413 N. Kansas Ave. also being Lot 14-15, Blk 4, Gonzalez Addition, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling District to B-1 Neighborhood Business district.

No comments received.

B. To solicit input on behalf of Alejandro Pena requesting to rezone 416 W Austin, also being Lot 2, Apostolic Assembly Church Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling District to B-2 Secondary Highway Business District.

No comments received

C. To solicit input on behalf of Avanti at Sienna Palms Legacy, LP. requesting to rezone 3520 N. Milano Rd. Also being a 6.13 acre tract of Farm Tract 125, Lot 1, Blk 1, West Tract Subdivision out of Llano Grande Grant, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling District to R-2 Duplex and Apartment District.

No comments received

D. To solicit input on behalf of Amrita Trejo requesting to rezone 723 N. Padre Ave. Also being Lot 1 & 2, Blk 4, El Texano Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood Business district.

No comments received

E. To solicit input on behalf of Silvia Betancourt requesting a Conditional Use Permit to operate an event center at 108 E. Bus 83, Also being a 0.1632-acre tract of land being the W90' of Lot 1, Blk 17, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas, approximately 115 ft. East of Texas Blvd. on Bus 83.

No comments received

F. To solicit public input on Ordinance regarding the City's Participation in the Texas Enterprise Zone Program and nominating Kapal Cabinet House, LLC as an Enterprise Project.

Ramiro Garza, on behalf of Weslaco Economic Development Corporation and Kapal Cabinet House, requested favorable consideration nominating Kapal Cabinet House as an Enterprise Project stating the designation allows a business to qualify for state sales and use tax rebates. The company is investing $3million in Weslaco and the application process requires the City to nominate the business by Ordinance.

Commissioner Muñoz, seconded by Commissioner Lopez, moved to close the public hearing at 6:05 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez deviated from the agenda and introduced Mayoral Recognition.

Omar Rodriguez, Parks and Recreation Director, stated the City was awarded the designation of Keep Texas Beautiful City through the hard work and efforts of the Weslaco Family and Consumer Science Education. The City of Weslaco will be recognized in the state conference in June and thanked the staff and students of Weslaco High School for this and the hard work at Gibson Park improvements. Mayor Suarez thanked the group for all they do for the community parks.

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 Special Meeting on April 23, 2019. (Staffed by City Secretary's Office.) .

B. Approval of Mid Valley Airport Ground Lease Agreement with Ray Walker, Hangar W-11, and authorize the Mayor to execute any related documents. (Staffed by Airport.)

C. Approval of surplus inventory provided by various departments detailing miscellaneous items and vehicles to be sold through live auction on June 1, 2019 at Public Works Building and authorize the Mayor to execute any related documents. (Staffed by Finance Department)

D. Approval of Resolution 2019-46 to amend Resolution 2018-74 and update authorized designated individuals as signatories on certain legal financial documents with BBVA Compass Bank for the Marion Booth Endowment Certificate of Deposit, and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

E. Approval of Resolution 2019-47 amending Resolution 2018-73, authorizing the Mayor and City Commission, identifying Vidal Roman, Finance Director and Myra Ayala, 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.)

F. Approval of Resolution 2019-48 appointing Vidal Roman, Finance Director, as an Authorized Representative to conduct business with TexPool Participant Services, and authorize the Mayor to execute any related documents. (Staffed by Finance Department).

G. Authorization to accept a monetary donation of $8,777.04 from the Weslaco Friends of the Library and authorize the Mayor to execute any related documents. (Staffed by Library Department).

H. Authorization to hold the July 4th celebration with Weslaco Economic Development Corporation on Thursday, July 4, 2019 at the Mayor Pablo G. Peña City Park at 300 N. Airport Drive, to sell beer during the event from 12 noon to 10 p.m., to waive appropriate ordinances associated with the event, and to place a banner promoting it at the intersection of Texas and Pike Boulevards and/or Westgate Drive and Frontage and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation. (Staffed by Parks and Recreation Department.)

I. Approval of the License Agreement with the Weslaco Youth Football League to host a Summer Youth Flag Football Season at Harlon Block Sports Complex open area, for a term of one month June 1, 2019 - June 30, 2019 and authorize the Mayor to execute any related documents. (Staffed by Parks Department.)

J. Authorization to solicit sealed bids for Street Paving Materials and authorize the Mayor to execute any related documents. (Staffed by Public Works)

K. Authorization to solicit sealed bids for Street Striping Projects and authorize the Mayor to execute any related documents. (Staffed by Public Works Department)

L. Authorization to solicit sealed bids for Unleaded/Diesel Fuel and authorize the Mayor to execute any related documents. (Staffed by Public Works)

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

For the record, following are the resolutions:

RESOLUTION NO. 2019-46

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

1. I, Myra Ayala, certify that I am the City Secretary of The City of Weslaco, organized under the laws of Texas, Federal Employer ID Number 74-6002544, engaged in Municipal business under the name of the City of Weslaco, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on May 7, 2019. 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)	Mike R. Perez, City Manager	_____
(B)	Vidal Roman, Finance Director	_____
(C)	Sonia Flores, Assistant Finance Director	_____

Indicate A, B, and C

A – C	(1)	Exercise all of the powers listed (2) through (9)
A –C	(2)	Open any deposit or checking account(s) in the name of the City of Weslaco

A – C (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 2. 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 May 7, 2019.

RESOLUTION NO. 2019-47

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

1. I, Myra Ayala, certify that I am the City Secretary of The City of Weslaco, organized under the laws of Texas, Federal Employer ID Number 74-6002544, engaged in Municipal business under the name of the City of Weslaco, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on May 7, 2019. 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)	Jose J.P. Rodriguez, Commissioner	_____
(E)	Leticia Lopez, Commissioner	_____
(F)	Joshua S.M. Pedraza, Commissioner	_____
(G)	Mike R. Perez, City Manager	_____
(H)	Myra Ayala, City Secretary	_____
(I)	Vidal Roman, Finance Director	_____
(J)	Sonia Flores, Assistant Finance Director	_____

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

A – G	(1)	Exercise all of the powers listed (2) through (9)
A – G, I, J	(2)	Open any deposit or checking account(s) in the name of the City of Weslaco
A – G	(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 2. Number of authorized signatures required for payroll purpose 1.
A – G,I,J	(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 – G, I,J	(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 – G	(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 – G	(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 – G, I	(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 – J,	(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 May 7, 2019.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Myra L. Ayala Garza, CITY SECRETARY

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

RESOLUTION NO. 2019-48

TEXPOOL
AN INVESTMENT SERVICE FOR PUBLIC FUNDS

Resolution Amending Authorized Representatives

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* | 77734 — 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. Vidal Roman (Name) | Finance Director (Title)
   9569683181 (Phone) | 9569686717 (Fax) | vroman@weslacotx.gov (Email)
   Signature

2. Sonia Flores (Name) | Assistant Finance Director (Title)
   9569683181 (Phone) | 9569686717 (Fax) | sflores@weslacotx.gov (Email)
   Signature

3. Rosalinda Cavazos (Name) | Accountant II (Title)
   9569683181 (Phone) | 9569686717 (Fax) | rcavazos@weslacotx.gov (Email)
   Signature

Form Continues on Next Page
1 of 2

1. Resolution (continued)

4. Federico Reyes — Name
Accountant II — Title
9 5 6 9 6 8 3 1 8 1 — Phone
9 5 6 9 6 8 6 7 1 7 — Fax
freyes@weslacotx.gov — 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.

Vidal Roman
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 0 7 day of May, 2 0 1 9.

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
Signature*
Printed Name*
Title*

ATTEST
Signature*
Printed Name*
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

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED **TEX-REP** **2 OF 2**

TexPool Participant Services
1001 Texas Avenue, Suite 1400 • Houston, TX 77002
Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • www.texpool.com

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V. APPOINTMENTS

A. Discussion and consideration on Resolution 2019-49 appointing a member to the Civil Service Commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Mayor Pro Tem Kerr, seconded by Commissioner Lopez moved to approve Resolution 2019-49 re-appointing Griselda Martinez as a member to the Civil Service Commission as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution.

RESOLUTION NO. 2019-49

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT it consents to the appointment of Griselda Martinez on the Civil Service Board and the term will begin on June 21, 2019 and expires on June 20, 2022.

PASSED AND APPROVED on this 7th day of May 2019.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Myra L. Ayala Garza, CITY SECRETARY

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

VI. OLD BUSINESS

A. Discussion and consideration to approve the final payment to Siemens Industry on the Performance Contracting Agreement in the amount of $372,343.85 and authorize the Mayor to execute any related documents. Possible action. (This item was tabled on April 2, 2019; staffed by Finance Department.)

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

Vidal Roman, Finance Director, recommended approval and clarified the warranty period pertained to installation of the water meters; the meters have a twenty-year warranty.

Mayor Pro Tem Kerr, moved to approve final payment to Siemens Industry on the Performance Contracting Agreement in the amount of $372,343.85 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Humberto Garza to approve Ordinance 2019-13 to rezone 413 N. Kansas Ave. also being Lot 14-15, Blk 4, Gonzalez Addition, 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 2019-13. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente, Senior Planner, stated thirteen property owners were notified; no objection received; owner, Vantage Bank, has purchased property for additional parking. The Planning and Zoning Commission and staff recommended approval based on surrounding area.

Mayor Pro Tem Kerr, seconded by Commissioner Lopez moved to approve Ordinance 2019-13 to rezone 413 N. Kansas Ave on first reading as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Alejandro Peña to approve Ordinance 2019-14 to rezone 416 W Austin, also being Lot 2, Apostolic Assembly Church Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary Highway Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-14. The rezone request requires three-fourth vote. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente, stated thirty-two property owners notified; no objection received. The Planning and Zoning Commission recommended denial citing the only access to the property would be through residential area and staff recommended denial based on 2040 Land Use Map.

In response to the commission, the streets could withstand heavy commercial trucks but not 18 wheelers; to allow 18-wheelers the Truck Route Ordinance would need to be amended. Chief Lopez stated emergency vehicles have access but as the streets are narrow and the additional traffic of trucks could put emergency services in a difficult situation; adjacent property to the North and South is residential; proposed use is a cabinet shop (fabrication only) and other permitted uses for B-2 are restaurants and retail businesses.

Commissioner Muñoz, seconded by Commissioner Lopez, moved to table the item requesting a representative be present. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Avanti at Sienna Palms Legacy, LP. to approve Ordinance 2019-15 to rezone 3520 N. Milano Rd. also being a 6.13 acre tract of Farm Tract 125, Lot 1, Blk 1, West Tract Subdivision out of Llano Grande Grant, 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 of Ordinance 2019-15. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated, the property is located outside city limits; no property owners within 200 feet; proposed use a housing development for the elderly and the property has been recently annexed. The Planning and Zoning Commission and staff recommended approval.

Commissioner Pedraza, seconded by Commissioner Lopez, moved to approve Ordinance 2019-15 to rezone 3520 N. Milano Rd on first reading as presented. . The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration after public hearing on behalf of Amrita Trejo to approve Ordinance 2019-16 to rezone 723 N Padre, also being Lot 1 & 2, Blk 4, El Texano Subdivision, Weslaco, Hidalgo County, and 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 2019-16. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated nineteen property owners notified; no objection; is an existing day care center. Owner requesting to rezone to eliminate the annual renewal process of a conditional

use permit; property along a commercial corridor. The Planning and Zoning Commission and staff recommended approval.

In response to Mayor Suarez, has been existing use for several years and in compliance with the Comprehensive Use Plan.

Commissioner Muñoz seconded by Commissioner Rodriguez moved to approve Ordinance 2019-16 to rezone 723 N Padre on first reading as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration after public hearing on behalf of Silvia Betancourt to approve a Conditional Use Permit to operate an event center at 108 E. Bus 83, also being a 0.1632-acre tract of land being the W90' of Lot 1, Blk 17, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas, approximately 115 ft. East of Texas Blvd. on Bus 83 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated fifteen property owners notified; no objection received. Applicant proposes to have an event center for small events (e.g. baby and bridal showers). The Planning and Zoning Commission recommended approval contingent that applicant comply with all fire requirements and that a security guard be on duty if alcohol is allowed. Staff recommended approval.

In response to Commissioner Lopez, owner will be occupying a suite within the building; in response to Mayor Suarez property is in a B-3 District exempt from parking requirement

Mayor Pro Tem Kerr, seconded by Commissioner Lopez, moved to approve a Conditional Use Permit to operate an event center at 108 E. Bus 83 contingent that applicant comply with all fire requirements and that a security guard be on duty if alcohol is allowed as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to approve the Mira Vista Subdivision– being a 19.85 acres out of Farm Tract 102 and 9.72 acres out of Lot 11 and 12, BLK 113, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 2575ft. South of Bus. 83 along International Blvd and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed seventy-four (74) lot subdivision; inside the city limits; serviced with water and sewer by city; development would be zoned for commercial use, single family residential and multi-family use. The owner is requesting a variance to detain off-site within the 75' drainage dit developer received letters of support from the Irrigation District, Drainage District and Public Works. The Planning and Zoning Commission recommended approval with variance; staff recommended approval with compliance of the ordinance on the variance request.

Alfonso Quintanilla, representing the developer, stated drainage detention would meet the 50-storm drain; requested variances to front setbacks from 25 to 20 feet for the residential development and variance to rear setbacks from 15 to 10 feet for the multi-family development.

In response to Commissioner Muñoz, staff stated approval of the front variance would set precedence and noted the Planning and Zoning Commissioner approved rear setback only. Mr. Quintanilla stated the developer feels the additional 5 feet rear setback allows option for a pool or other improvements; front setback would not impede the sidewalk. In response to Commissioner Rodriguez, additional right-of-way and widening a ditch for drainage would be done. Mayor Pro Tem Kerr voiced the reduction in the front setbacks would not accommodate parking of a large vehicle. Mr. Quintanilla stated the owner is proposing a Home Owners Association; would be a gated community; rules and regulations in place and streets would be private.

Mayor Pro Tem Kerr, seconded by Commissioner Lopez moved to approve the Mira Vista Subdivision with variance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to approve the Citrus 674 Subdivision– being a 8.46 acre tract being a portion of Farm Tract 674, Blk 164, West Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast Corner of Border Ave and 18th St. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed thirty-four (35) lot subdivision; inside city limits. is being serviced with water and sewer by the city and owner is requesting a right of way dedication variance. The Planning & Zoning Commission recommended approval with variance contingent that the right of way be paved to City's standard width and the fire hydrants be relocated to the north side of the drainage swell along 18th Street; staff recommended approval with compliance of the ordinance on the variance request.

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

H. Discussion and consideration to approve the six-month extension for the Final Plat for Maria Bonita Townhouse Subdivision – being 2.081 acres land out of Lots 9 -12, Bonita Homes Subdivision, Weslaco, Hidalgo County, Texas located south of 20th Street, approximately 910 feet east of Mile 4 ½ West Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated the developer needs more time finalizing documents with the drainage district concerning the drainage statement required for review. The Planning and Zoning Commission and staff recommended approval.

Mayor Pro Tem Kerr, seconded by Commissioner Lopez moved to approve the six-month extension for the Final Plat for Maria Bonita Townhouse Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to approve the six month extension for the Final Plat for Bocanegra Solis Subdivision – being a 5.00 acre tract of land being the west 5.00 acres of the

east 12.00 acres of the south 33.75 acres of Farm Tract 625, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the north side of Mile 7 North Road, 699.78 feet east of Midway Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated the developer needs more time finalizing documents with the drainage district concerning the drainage statement required for review. The Planning and Zoning Commission and staff recommended approval.

Mayor Pro Tem Kerr, seconded by Commissioner Lopez, moved to approve the six-month extension for the Final Plat for Bocanegra Solis Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration to approve Resolution 2019-50 the submission and participation of a Texas Department of Transportation General Aviation Grant for Design, Engineering and Construction of Partial Medium Intensity Runway Lighting (MIRL) replacement (5,000 feet) on Runway 14/32 and Replace Runway 32 PAPI Lighting and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Andrew Munoz, Aviation Director, stated previous commission action approved requesting Non-Primary Entitlement grant funds for the next eligible airport project; grant award will be received June 2019 for two grants totaling $890,000 with federal share of $801,000 and a local share of $89,000. Staff will submit a request to Weslaco EDC for the local match portion. The Mid-Valley Airport Advisory Board and staff recommended approval of Resolution 2019-50.

Mayor Pro Tem Kerr, seconded by Commissioner Lopez, moved to approve Resolution 2019-50 the submission and participation of a Texas Department of Transportation General Aviation Grant for Design, Engineering and Construction of Partial Medium Intensity Runway Lighting (MIRL) replacement (5,000 feet) on Runway 14/32 and Replace Runway 32 PAPI Lighting as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution

RESOLUTION NO. 2019-50

A RESOLUTION OF THE CITY OF WESLACO AUTHORIZING THE SUBMITTAL AND PARTICIPATION OF A TEXAS DEPARTMENT OF TRANSPORATION GENERAL AVIATION GRANT FOR THE DESIGN, ENGINEERING AND CONSTRUCTION OF PARTIAL MEDIUM INTENSITY RUNWAY LIGHTING AND PAPI REPLACEMENT.

WHEREAS, the CITY OF WESLACO intends to make certain improvements to the Weslaco Mid Valley Airport (KTXW); and

WHEREAS, the general description of the project is described as: Design/Engineering and Construction of partial MIRL replacement (5,000 feet) Runway 14/32 and Runway 32 PAPI replacement; and

WHEREAS, the CITY OF WESLACO intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project costs are estimated to be $890,000.00, and the City OF WESLACO will be

responsible for 10% of the total project costs currently estimated to be $89,000.00; and

WHEREAS, the CITY OF WESLACO names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements.

NOW, THEREFORE, BE IT RESOLVED THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS, that the CITY OF WESLACO hereby directs David Suarez, Mayor to execute on behalf of the CITY OF WESLACO, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Weslaco Mid Valley Airport (KTXW).

PASSED AND APPROVED on this 7th day of May, 2019.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Myra L. Ayala Garza, CITY SECRETARY

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

K. Discussion and consideration on Resolution 2019-51 expressing support of South Texas Collaborative for Housing Development (Primrose Village Development) and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)

Sunny Phillips, South Texas Collaborative Housing Development, stated the development can qualify for tax credits through the Texas Department of Housing and Community Affairs (TDHCA); development is located on Sugar Cane Drive. The project had been stalled due to financing that is now in place and ready to move forward with said project. The commission had approved a no objection resolution previously and TDHCA is requesting an updated resolution.

Commissioner Muñoz, seconded by Commissioner Lopez, moved to approve Resolution 2019-51 expressing support of South Texas Collaborative for Housing Development (Primrose Village Development) as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution.

RESOLUTION 2019-51

WHEREAS, Primrose Village, LP., has proposed a development for affordable rental housing of 242 units that will be located at the Northeast Corner of E. Sugar Cane Drive and Mile 3 ½ Road West in the City of Weslaco; and

WHEREAS, Primrose Village, LP., has submitted an application to the Texas Department of Housing and Community Affairs for 2018 Housing Tax Credits for Primrose Village Apartments;

It is hereby RESOLVED, that in accordance with the requirements of the Texas Government Code Section 2306.67071 and Texas Administrative Code Section 10.204(4), it is hereby found that:

1. Notice has been provided to the Governing Body in accordance with the Texas Government Code, Section 2306.67071(a);

2. The Governing Body has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed development;

3. The Governing Body has held a hearing at which a public comment may be made on the proposed Development in accordance with the Texas Government Code, Section 2306.67071(b); and

4. After due consideration of the information provided by the Applicant and public comment the Governing Body does not object to the proposed Application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT they are hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED on this 7th day of May 2019.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Myra L. Ayala Garza, CITY SECRETARY

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

L. Discussion and consideration on request from the Boys & Girls Club of Weslaco, Inc. to use Mayor Pablo Pena Park Baseball/Softball Complex for programs beginning June through November 2019 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation)

Commissioner Muñoz seconded by Commissioner Lopez moved to approve.

Omar Rodriguez, Parks and Recreation Director, stated the request is for use of the park beginning June 2019 through November 2019; currently lease in place for the Softball/Baseball League (PONY) that does not expire until July 2019; recommends the softball/baseball league use of the park through the end of June indicating the Weslaco Softball/Baseball League was agreeable to this.

In response to the commission, Omar stated the Boys and Girls Club wanted to begin programs in June for additional revenues; Harlon Block Park is available June/July if necessary for either organization.

Commissioner Muñoz rescinded the original motion.

Mayor Pro Tem Kerr, seconded by Commissioner Lopez moved to approve use of Mayor Pablo Pena Park Baseball/Softball Complex for programs to begin July 2019 and authorize the PONY League to remain through June at the Mayor Pablo Pena Park and use of Harlon Block Park in July as needed. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration after public hearing on Ordinance 2019-17 regarding the City's Participation in the Texas Enterprise Zone Program and nominating Kapal Cabinet

House, LLC as an Enterprise Project and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-17. Possible action. (Staffed by Weslaco Economic Development Corporation.)

Commissioner Muñoz seconded by Commissioner Lopez moved to approve.

Commissioner Muñoz withdrew his motion and abstained from vote and discussion.

The City Manager recommended approval.

Mayor Pro Tem Kerr, seconded by Commissioner Lopez moved to approve Ordinance 2019-17 as presented. The motion carried; Commissioner Muñoz abstained; Mayor Suarez was present and voting.

N. Discussion and consideration to accept, open, award or reject the bid(s) received for Construction Materials for Drainage Project - Austin & Merida RFB No.: 2018-19-13 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

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

Ben Worsham, City Engineer, stated no bids were received and extended deadline; recommended staff enter into discussions with Hidalgo County Irrigation District #1 and consider a cooperative partnership to have this project done. If agreeable an interlocal will be brought back for commission approval on terms and role of each party. Staff recommended no action.

Mayor Pro Tem Kerr withdrew his motion.

There was no action on this item.

O. Discussion and consideration on Amendment No. 2 in the amount of $27,000 to Halff Associates Civil Engineering Services for Storm Water Improvement Plan Contract for DR-4377 Hazard Mitigation Grant Application Assistance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department).

Andrew Munoz, Interim Assistant City Manager/Airport Director, stated staff received authorization to submit three (3) Notices of Intent to TDEM for Drainage Projects 3, 6 and 8 for Disaster Recovery Funds; discussions with Hallf, it is our recommendation to submit a HMGP application for Project 3 – Los Torritos Street and North Kansas Avenue and Project 8 – South Texas Boulevard and East 18th Street, as they are referred to in the Storm Water Improvements Plan that Halff has prepared for the City after the June 2018 rain event. Staff recommends that Task 9 be added to the scope of services for application assistance and administration for a fee not to exceed $27,000. These funds may be eligible as pre-award expenses, if funding is awarded by TDEM. Staff recommended approval.

Mayor Pro Tem Kerr, seconded by Commissioner Lopez, moved to approve Amendment No. 2 in the amount of $27,000 to Halff Associates Civil Engineering Services for Storm Water Improvement Plan Contract for DR-4377 Hazard Mitigation Grant Application Assistance. The motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion and consideration on approval of an Ordinance canvassing election returns and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary's Department.)

Myra Garza, City Secretary, presented the canvassing results of the Special Election on May 4, 2019 for Proposition A the issuance of bonds for drainage improvements stating 278 voted for the proposition and 186 against. Staff recommended approval of ordinance.

Commissioner Lopez seconded by Commissioner Muñoz moved to approve Ordinance canvasing election returns as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the ordinance.

ORDINANCE NO. 2019-18

ORDINANCE CANVASSING ELECTION RETURNS

WHEREAS, the City Commission of the City of Weslaco, Texas (the "City") ordered an election to be held in the City on May 4, 2019, on the PROPOSITION hereinafter stated;

WHEREAS, the City Commission of the City (the "Commission") has investigated all matters pertaining to said election, including the ordering, giving notice, officers, holding, and making returns of said election; and

WHEREAS, the election officers who held said election have duly made the returns of the result thereof, and said returns have been duly delivered to the Commission.

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

1. The Commission officially finds and determines that said election was duly ordered; proper notice of said election was duly given; proper election officers were duly appointed prior to said election; said election was duly held; the City has complied with applicable law including the Texas Election Code; due returns of the result of said election have been made and delivered; and the Commission has duly canvassed said returns, all in accordance with law and the Ordinance calling said election.

2. The Commission officially finds and determines that the following votes were cast at said election on the submitted PROPOSITION by the resident, qualified electors of the City, who voted at the election:

PROPOSITION A

_278 VOTES FOR	VOTES FOR "THE ISSUANCE OF NOT TO EXCEED $10,000,000 OF CITY OF WESLACO, TEXAS BONDS FOR DRAINAGE IMPROVEMENTS, AND THE LEVYING OF A TAX IN PAYMENT THEREOF"

186 VOTES AGAINST

3. The Commission officially finds, determines, and declares the result of said election to be that

the PROPOSITION so submitted has received a favorable majority vote in all respects and has carried.

4. The aforesaid bonds described in the PROPOSITION may be issued, and the aforesaid bond

taxes may be levied, assessed, and collected annually as voted and as provided by law.

PASSED AND APPROVED on first and final reading at a regular meeting of the City Commission this 7th day of May 2019.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Myra L. Ayala Garza, CITY SECRETARY

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

Q. Discussion and consideration to approve an Order of Special Election and Notice of Special Election to fill a vacancy for Commissioner District 4 to be held on July 16, 2019 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the City Secretary's Department.)

Myra Garza stated previous commission action approved July 16, 2019 to hold a special election to fill the vacancy for Commissioner District 4 and recommended approval on the Order of Special Election and Notice of Special Election officially ordering the election; filing period would be May 7-15, 2019, early voting period July 1-12 and election day would be July 16, 2019.

Commissioner Lopez, seconded by Commissioner Rodriguez moved the Order of Special Election and Notice of Special Election to fill a vacancy for Commissioner District 4 to be held on July 16, 2019.

R. Discussion and consideration to reschedule or cancel the May 21, 2019 regular meeting. Possible action. (Staffed by City Manager's Office.)

Mike Perez, City Manager, stated a quorum would not be available as some members of the commission are attending a conference. The commission could cancel or re-schedule the meeting of May 21, 2019.

Mayor Pro Tem Kerr, seconded by Commissioner Lopez, moved to re-schedule the regular meeting of May 21 to May 23 at 5:30 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

VIII. REPORTS

A. Report by Weslaco Area Chamber of Commerce.

Reported on advertising for April highlighting digital campaign in Mexico and Airport positive; visitors for the month was 517 includes in-state and out-of-state; fourteen facility reservations done and new projects include a youth ambassador program.

B. Report by Economic Development Corporation of Weslaco.

Marie McDermott, EDC Executive Director, reported attended the tradeshow in San Antonio; preparing for International Council of Shopping Centers; July 4th event preparations have begun and summary lead of 55 for the month.

C. Report by Planning and Code Enforcement.

Rebekah de la Fuente reported on the importance of the 2020 Census; census responses is from March 23-July 24; March 23, 2020 begins internet and phone line responses with 13 languages by phone and Spanish and English through internet. Staff will be promoting on website and community outreach with civic and non-profit organizations.

D. Report by Inframark.

George Quintana, Inframark, reported for the water treatment plant 5.13 million gallons of water treated; no violations; sludge pump repaired; North wastewater plant 2.08-million-gallon water treated and no violations; South Wastewater Plant treated 1.54 million gallons of water; replaced rotor repairs done and no violations; installed pumps at Lift Stations 19 and 4.

E. Report by Public Works.

Pete Garcia reported on the ongoing drainage ditch maintenance an mowing; street and paving improvements done and continuing with fire hydrant replacements. Water line replacements completed on the east side of Texas Blvd and will be requesting funding to replace water line west of Texas Blvd.

F. Report on Capital Improvement Plan Projects.

Andrew Munoz reported on scheduled actives for the North Side Fire Station stating excavation for building pad has begun; contractor is Tri-Gen Construction an bi-monthly meetings will be held and reported The North Side Sports Complex Architect Gignac finalizing contract; will be meeting with Texas Parks and Wildlife May 8 and grant award June 1, 2019.

IX. EXECUTIVE SESSION

At 8:02 p.m. Commissioner Muñoz, seconded by Lopez, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:52 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

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

Commissioner Muñoz approved to authorize city attorney to submit any/and all time spent related to the CDM lawsuit to be billed to the Law Office of Ramon Garcia; no expense for city.

C. 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.

No action.

D. Pending Litigation - Report by City Attorney regarding all pending litigation as provided to City Auditor as authorized by §551.071 of the Texas Government Code

No action.

E. Legal Consultation - Seek City Attorney opinion relating to breach of contract by Accela and consider authorizing City Attorney to proceed with legal action as authorized by §551.071 of the Texas Government Code.

No action.

XI. ADJOURNMENT

Commissioner Muñoz, seconded by Commissioner Pedraza, moved to adjourn the meeting at 8:53 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

_____
MAYOR, David Suarez

ATTEST:

_____
Myra L. Ayala Garza, CITY SECRETARY

_____
MAYOR PRO-TEM, Greg Kerr

_____
COMMISSIONER, Leo Muñoz

_____
COMMISSIONER, Jose "J.P." Rodriguez

VACANT
COMMISSIONER,

_____

_____
COMMISSIONER, Letty Lopez

_____
COMMISSIONER, Josh Pedraza

MINUTES OF A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
THURSDAY, MAY 23, 2019

On Tuesday, May 23, 2019, at 5:34 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 present:

PRESENT:	Mayor	David Suarez
	Mayor Pro-Tem	Greg Kerr
	Commissioner	Letty Lopez
	Commissioner	Josh Pedraza
	Commissioner	Leo Muñoz
STAFF:	Asst. City Manager	Andrew Munoz
	Deputy City Secretary	Aida Vega
	City Attorney	Juan E. Gonzalez

Also present: Molly Vallejo, Secretary; Omar Rodriguez, Parks and Recreation Director, Leo Gonzalez, Information Technology Director; Benjamin Worsham, City Engineer/Planning and Code Enforcement Director; Joel Rivera. Police Chief, Antonio Lopez, Fire Chief, Rebekah de la Fuente, Senior Planner; Pete Garcia, Public Works Director; Arnold Becho, Library Director; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, May 17, 2019.

B. Invocation.

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

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None.

E. Roll Call.

Aida Vega, Deputy City Secretary, called the roll, noting at the time of roll call the absence of Mayor Pro Tem Kerr and a quorum present.

II. PUBLIC COMMENTS

Ricardo Tello addressed the commission requesting assistance with delinquent property taxes for the homestead he resides in stating others may owe a lot more than he does.

Arnold Becho, Library Director, reported the Summer Reading Program would begin June 1st and extended invitation to the public and the commission to join; thanked the partnerships formed with Weslaco ISD and sponsors from the community; introduced Maricarmen Garcia, Public Services Supervisor, that ensures the program is a success. Ms. Garcia gave a brief presentation of the program and the activities stating 11,000 books had been read.

III. CONSENT AGENDA

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

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

1) Approval on Ordinance 2019-13 to rezone 413 N. Kansas Ave. also being Lot 14-15, Blk 4, Gonzalez Addition, 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 held on May 7, 2019; staffed by Planning and Code Enforcement Department.)

2) Approval on Ordinance 2019-15 to rezone 3520 N. Milano Rd. also being a 6.13 acre tract of Farm Tract 125, Lot 1, Blk 1, West Tract Subdivision out of Llano Grande Grant, 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 May 7, 2019; staffed by Planning and Code Enforcement Department.)

3) Approve Ordinance 2019-16 to rezone 723 N Padre, also being Lot 1 & 2, Blk 4, El Texano 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 held on May 7, 2019; staffed by Planning and Code Enforcement Department.)

4) Approval on Ordinance 2019-17 regarding the City's Participation in the Texas Enterprise Zone Program and nominating Kapal Cabinet House, LLC as an Enterprise Project and authorize the Mayor to execute any related documents. First reading held May 7, 2019; staffed by Weslaco Economic Development Corporation.)

B. Authorization to continue participation in the LESO program allowing City to obtain military surplus equipment for law enforcement use and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

C. Authorization to apply for the FY2019 Texas State Library Interlibrary Loan Lending Reimbursement Program and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)

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

For the record, following are the ordinances.

ORDINANCE NO. 2019-13

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 413 N. KANSAS AVE ALSO LOT 14-15, BLK 4, GONZALEZ ADDITION, 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 413 N. Kansas Ave also being lots Lot 14-15, Blk 4, Gonzalez Addition, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a special meeting of the City Commission this 7th day of May, 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 23rd day of May,

ORDINANCE NO. 2019-15

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 3520 N. MILANO RD ALSO BEING A 6.13 ACRE TRACT OF FARM TRACT 125, LOT 1, BLK 1, WEST TRACT SUBDIVISION OUT OF LLANO GRANDE GRANT, 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 3520 N. Milano Rd also being a 6.13 acre tract of Farm Tract 125, Lot 1, Blk 1, West Tract Subdivision out of Llano Grande Grant, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a special meeting of the City Commission this 7th day of May, 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 23rd day of May, 2019.

ORDINANCE NO. 2019-16

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 723 N. PADRE AVE ALSO BEING LOT 1 & 2, BLK 4, EL TEXANO 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 723 N. Padre Ave also being Lot 1 & 2, Blk 4, El Texano 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 7th day of May, 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 23rd day of May, 2019.

ORDINANCE 2019-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE (ACT), PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING KAPAL CABINET HOUSE, LLC TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM (EDT) THROUGH THE ECONOMIC DEVELOPMENT BANK (BANK) AS AN ENTERPRISE PROJECT (PROJECT).

WHEREAS, the City Commission of the City of Weslaco, Texas desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area; and

WHEREAS, the project or activity is located in an area designated as an enterprise zone; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Act, KAPAL Cabinet House, LLC has applied to the City for designation as an enterprise project; and

WHEREAS, the City finds that KAPAL Cabinet House, LLC meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, a public hearing to consider this ordinance was held by the City Commission on May 7, 2019;

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

Section 1: AUTHORITY OF LAW. All requirements of law have been met in the passing of this Ordinance.

Section 2: The City nominates **KAPAL Cabinet House, LLC** for enterprise project status.

Section 3: The following local incentives, at the election of the governing body, are or will be made available to the nominated project:

a) The City may amend the zoning ordinance of the municipality, as appropriate, to promote economic development.

b) The City may fund infrastructure improvements to promote economic development.

c) The City may make capital improvements in water and sewer facilities to promote economic development.

d) The City may provide business and industrial development services to promote economic development.

e) The City may provide promotion and marketing services to promote economic development.

f) The City may provide job training and employment services to promote economic development.

g) The City may provide foreign-trade zone services to promote economic development.

h) The City may provide Freeport, and the Weslaco Independent School District, exemption to promote economic development.

i) The City may provide economic development sales tax (4a) funds for economic development.

j) The City and the EDC of Weslaco work diligently in recruiting business and industry, promoting our assistance in helping businesses navigate quickly through its permitting processes, as one of our valued incentive to prospective companies.

k) The City is able to offer a Tax Abatement, Chapter 380, for businesses that are bringing high value development into the City.

l) The EDC of Weslaco, working with South Texas College Mid Valley Campus, to design manufacturing and other relevant workforce training programs to provide manufacturing and technological skills to employees of firms doing business, or seeking to do business, in the City of Weslaco.

m) The Capital Improvements Program of the City of Weslaco resurfaced and paved Utah Drive for traffic.

n) The opening of the University of Texas Rio Grande Valley Commercialization and Innovation Center (UTRGV CIC) in August 2018 offers entrepreneurs a place to learn in the RGV and it is home to the Ph.D. Business program for the university. The UTRGV buses serve this institution connecting to Edinburg and Harlingen's UTRGV.

The following local incentives, at the election of the governing body, are or will be made available in the enterprise zone, which are not applicable throughout the City.

a) The City may establish simplified, accelerated or special permit procedures for enterprise projects.

b) The City may give priority consideration to enterprise projects for use of ½ cent sales tax for economic development through the Economic Development Corporation of Weslaco.

c) The City may give priority consideration to enterprise projects for infrastructure improvements.

d) The EDC of Weslaco has targeted areas of the city for Weslaco 100 to maintain a viable and attractive Central Business for retail, commercial, office and loft apartments by focusing resources on a block- by-block strategy.

e) The EDC of Weslaco Façade Renovations and Improvements policy is to maintain our corridors and the Central Business District attractive to retail, office and commercial operations by encouraging restoration and improvement of commercial property through financial incentives.

Section 4: The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

Section 5: The City of Weslaco City Commission directs and designates its Executive Director of the Economic Development Corporation of Weslaco, Marie McDermott, as the City's liaison to communicate and negotiate with the EDT through the Bank and enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

Section 6: The City finds that **KAPAL Cabinet House, LLC** meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

(a.) **KAPAL Cabinet House, LLC** is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located in an enterprise zone in the governing body's jurisdiction and at least twenty-five percent (25%) of the business' new employees will be residents of an Enterprise Zone or economically disadvantaged individuals; and

(b.) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and

(c.) The designation of **KAPAL Cabinet House, LLC** as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

Section 7: The enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate on May 2024.

Section 8: This ordinance shall take effect from and after its passage as the law and charter in such case provides.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of May, 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 23rd day of May, 2019.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Myra L. Ayala Garza, CITY SECRETARY

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

IV. APPOINTMENTS

A. Discussion and consideration to approve Resolution 2019-52 appointing an official member and an alternate member to the Amigos del Valle, Inc. Board of Directors and authorize the Mayor to execute any related documents. Possible action. (Requested by Amigos del Valle.)

In response to Mayor Suarez, the alternate member is Commissioner Lopez. Mayor Suarez entertained a nomination for a primary member from the commission. Mayor Suarez stated Mr. Frank Castellanos would like to serve and if amicable Commissioner Lopez continue as the alternate.

Commissioner Lopez stated she would like to continue as the alternate and nominated Frank Castellanos as the primary member.

Commissioner Pedraza, seconded by Commissioner Muñoz moved to approve Resolution 2019-52 appointing Frank Castellanos as official member and Commissioner Lopez as alternate member to the Amigos del Valle, Inc. Board of Directors, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record following is the resolution.

RESOLUTION NO. 2019-52

THE STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF WESLACO

A RESOLUTION APPOINTING A MEMBER AND AN ALTERNATE MEMBER TO THE AMIGOS DEL VALLE, INC. BOARD OF DIRECTORS FOR FISCAL YEAR 2018-19

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

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

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

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

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

PASSED AND APPROVED this 23rd day of May, 2019.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Myra L. Ayala Garza, CITY SECRETARY

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

V. OLD BUSINESS

A. Discussion and consideration after public hearing on behalf of Alejandro Peña to approve Ordinance 2019-14 to rezone 416 W Austin, also being Lot 2, Apostolic Assembly Church Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary Highway Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-14. The rezone request requires three-fourth vote. Possible action. (This item was tabled on May 7, 2019; staffed by Planning and Code Enforcement Department.)

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

Rebekah de la Fuente, Senior Planner, stated thirty-two (32) property owners were notified with no objection received. The Planning and Zoning Commission and staff recommended denial based on the 2040 Land Use Map. Previous commission action tabled the item requesting a representative be available. Staff attempted several times to make contact and no one was in attendance.

Commissioner Muñoz seconded by Commissioner Lopez moved to approve. The motion failed unanimously (0 ayes 6-nays); Mayor Suarez was present and voting.

B. Discussion and consideration to approve the Citrus 674 Subdivision– being a 8.46 acre tract being a portion of Farm Tract 674, Blk 164, West Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast Corner of Border Ave and 18th St. and authorize the Mayor to execute any related documents. Possible action. (This item was tabled on May 7, 2019; staffed by Planning and Code Enforcement Department.)

Commissioner Muñoz abstained from vote and discussion and filed a conflict of interest disclosure.

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

Rebekah de la Fuente stated this was a proposed thirty-five lot subdivision; drainage calculations are in order; the Planning and Zoning Commission recommended approval with condition the right-of-way be paved to city standard and relocation of fire hydrant to north side drainage ditch along 18th Street. Staff recommended approval with compliance of the ordinance on the variance request from the developer on right-of-way dedication.

In response to Mayor Suarez, developer agreed to the conditions.

Commissioner Lopez, seconded by Commissioner Pedraza, moved to approve the Citrus 674 Subdivision subject to right-of-way paving to meet city's standards; fire hydrants relocated to the North side of the drainage ditch along 18th Street as presented. The motion carried; Commissioner Muñoz abstained; Mayor Suarez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration to approve an Interlocal Agreement with Weslaco Independent School District and the City of Weslaco for community outreach through cooperative efforts by providing information regarding resources for the improvement of the health, safety, and welfare of individuals in Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente, Senior Planner, stated in preparation for the 2020 U.S. Census and community outreach, staff contacted the WISD proposing a joint Public Service Announcement to include Mayor, School The agreement will allow the City to participate not only in the PSA message but any other potential events or Community outreach, which will include the use of KWES. Staff recommended approval.

Commissioner Pedraza, seconded by Commissioner Lopez moved to approve on Interlocal Agreement with Weslaco Independent School District and the City of Weslaco for community outreach, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to contract Southern Trenchless, Buyboard Vendor Contract No. 555-18, for sewer line pipe bursting project on Texas Blvd. (from 3rd St. - 7th St.) in an amount not to exceed $139,994 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Pete Garcia, Public Works Director, stated the project entailed the replacement of old sewer lines that are partially collapsed and need replacement; budgeted under the Capital Outlay Improvements and recommended approval.

In response to Commissioner Muñoz; Pete Garcia stated pipe bursting involves an 8" PVC inserted into the older existing line (6" clay line) that will be done by sections and service taps are re-connected; cost is justifiable; more cost effective then trenching the alley; staff assessed if the project could be done in-house but not practicable does not have the manpower, alley is very narrow and other utilities located there. Cleanouts will be available.

Commissioner Muñoz, seconded by Commissioner Pedraza moved to approve Southern Trenchless, Buyboard Vendor Contract No. 555-18, for sewer line pipe bursting project on Texas Blvd. (from 3rd St. - 7th St.) in an amount not to exceed $139,994, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration on Resolution 2019-53 suspending the June 5, 2019 effective date of AEP Texas Inc.'s request for rate change to permit City time to study; approving cooperation with Cities served by AEP; hiring LLoyd Gosselink Attorneys and Consulting Services to negotiate and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)

Andrew Munoz, Asst. City Manager/Airport Director, recommended approval of the resolution that suspends the effective date of the rate increase proposed and allows the city to work along with other cities served by AEP to evaluate and hire Lloyd Gosselink Attorneys and Consulting Services to represent the cities.

Commissioner Pedraza, seconded by Commissioner Rodriguez moved to approve Resolution 2019-53 suspending the June 5, 2019 effective date of AEP Texas Inc.'s request for rate change to permit City time to study; approving cooperation with Cities served by AEP; hiring Lloyd Gosselink Attorneys and Consulting Services to negotiate, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution.

RESOLUTION NO. 2019-53

RESOLUTION OF THE CITY OF WESLACO SUSPENDING THE JUNE 5, 2019 EFFECTIVE DATE OF AEP TEXAS INC.'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TEXAS AND AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE COMMISSION; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about May 1, 2019, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001 filed with the City of Weslaco ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective June 5, 2019; and

WHEREAS, the City is an electric utility customer of AEP Texas and a regulatory authority with an interest in the rates and charges of AEP Texas; and

WHEREAS, the City is a member of the Cities Served by AEP Texas ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas' service area; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, the City's consultants and attorneys recommend that the City suspend the application for further review.

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

SECTION 1. That the June 5, 2019, effective date of the rate request submitted by AEP Texas on or about May 1, 2019, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City joins other Cities Served by AEP Texas in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 3. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Public Utility Commission of Texas' consideration of AEP Texas' rate filing in Docket No. 49494 as it affects the customers in the unincorporated areas of AEP Texas' service territory.

SECTION 4. That the City's reasonable rate case expenses shall be reimbursed by AEP Texas.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6. A copy of this Resolution shall be sent to AEP Texas, care of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (jjfrederick@aep.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 23rd day of May 2019.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Myra L. Ayala Garza, CITY SECRETARY

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

D. Discussion and consideration on Resolution 2019-54 authorizing intervention in AEP Texas Inc.'s requested rate change proceeding before the commission; approving cooperation with the cities served by AEP Texas; hiring Lloyd Gosselink Attorneys and Consulting Services to negotiate and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)

Andrew Muñoz recommended approval stating the resolution will authorize the intervention on the request from AEP for the rate change and authorizes the hiring of Lloyd Gosselink Attorneys and Consulting Services to negotiate on behalf of the cities.

Commissioner Pedraza, seconded by Commissioner Lopez moved to approve Resolution 2019-54 authorizing intervention in AEP Texas Inc.'s requested rate change proceeding before the commission; approving cooperation with the cities served by AEP Texas; hiring Lloyd Gosselink Attorneys and Consulting Services to negotiate as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution.

RESOLUTION NO. 2019-54

RESOLUTION OF THE CITY OF WESLACO AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S REQUESTED RATE CHANGE PROCEEDING BEFORE THE COMMISSION; APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TEXAS; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about May 1, 2019, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001 filed with the City of Weslaco ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area and the Public Utility Commission, effective June 5, 2019; and

WHEREAS, the City is a member of the Cities Served by AEP Texas ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas' service area; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1. That the City joins other Cities Served by AEP Texas ("Cities") in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 2. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Public Utility Commission of Texas' consideration of AEP Texas' rate filing in Docket No. 49494 as it affects the customers in the unincorporated areas of AEP Texas' service territory.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed by AEP Texas.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. A copy of this Resolution shall be sent to of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (jjfrederick@aep.com), and to Thomas Brocato, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 23rd day of May 2019.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Myra L. Ayala Garza, CITY SECRETARY

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

E. Discussion and consideration on request from WesFAR Apts LLC for Traffic Impact Study Waiver for proposed 304 Unit Multi-Family Development and authorize cost participation for construction and installation of road improvements on Frost Proof Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)

Commissioner Muñoz abstained from vote and discussion and filed a conflict disclosure statement.

Benjamin Worsham, City Engineer/Director of Planning, recommend approval of the request to waive Traffic Impact Study, developer is proposing a cost participation for construction of installation of road improvements (1,000 feet) on Frost Proof Drive and is acceptable to the city.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve request from WesFAR Apts LLC for Traffic Impact Study Waiver for proposed 304 Unit Multi-Family Development and authorize cost participation for construction and installation of road improvements on Frost Proof Drive as presented. The motion carried; Commissioner Muñoz abstained; Mayor Suarez was present and voting.

F. Discussion and consideration on Interlocal between City of Weslaco and the Hidalgo County Drainage District #1 for the reimbursement for improvements included in the Austin and Merida Crossings Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Benjamin Worsham, recommended approval stating the interlocal allows reimbursement to Hidalgo County Drainage District #1 of material and labor for improvements at Austin and Merida crossings project; cost is $37,151.66 labor, materials estimated at $114,583.17; a maximum total of $151,734.

In response to Mayor Suarez and Commissioner Rodriguez; project includes both crossings and estimated engineering was $340,000. In response to Commissioner Muñoz, City Attorney stated the agreement included an indemnification clause for the parties involved (City and HCDD#1) and staff stated engineering design was done in house.

Commissioner Pedraza seconded by Commissioner Muñoz moved to approve the Interlocal between City of Weslaco and the Hidalgo County Drainage District #1 for the reimbursement for improvements included in the Austin and Merida Crossings Project as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. REPORTS

A. Report by Library Department.

Presented under Public Comments.

VIII. EXECUTIVE SESSION

At 6:07 p.m. Commissioner Pedraza seconded by Commissioner Muñoz, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

The record will reflect Mayor Suarez did not return to the dais and Mayor Pro-Tem Kerr in attendance.

At 6:51 p.m. Mayor Pro Tem Kerr stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action

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

No action

C. 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.

No action

D. Pending Litigation - Report by City Attorney regarding all pending litigation as provided to City Auditor as authorized by §551.071 of the Texas Government Code

No action

E. Legal Consultation - Seek City Attorney opinion relating to breach of contract by Accela and consider authorizing City Attorney to proceed with legal action as authorized by §551.071 of the Texas Government Code.

No action.

F. Legal Consultation - Seek City Attorney opinion on potential litigation concerning a trailer located East of Pleasantview Drive on E Expressway Frontage as authorized by §551.071 of the Texas Government Code.

Commissioner Muñoz seconded by Commissioner Rodriguez moved to authorize the City Attorney proceed as discussed in executive session. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

X. ADJOURNMENT

Commissioner Muñoz, seconded by Commissioner Rodriguez moved to adjourn the meeting at 6:52 p.m. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

CITY OF WESLACO

_____
MAYOR, David Suarez

ATTEST:

_____
Myra L. Ayala Garza, CITY SECRETARY

_____
MAYOR PRO-TEM, Greg Kerr

_____
COMMISSIONER, Leo Muñoz

_____
COMMISSIONER, Jose "J.P." Rodriguez

_____

_____
COMMISSIONER, Letty Lopez

_____
COMMISSIONER, Josh Pedraza

Standardized Agenda Request Form

Date of Meeting: June 4, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2510

From:

Subject:
Acceptance of the Affiliation Agreement between the The University of Texas Rio Grande Valley (UTRGV) and the City of Weslaco Police Department's Case Manager to serve as a Facility Liaison for UTRGV students entering Social Services Internship. (Staffed by Police Department).

Background:
The purpose of this agreement is to allow the department to accept students from UTRGV School of Social Work and serve as interns for the Department's First Offender Program.

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
Robert Lopez
Mike Perez

Created

City Manager Comments:
Approve.

Staff Recommendation:
Approve.

Attachments, if any:
BSW-MSSW Field Instructor Data Sheet, UTRGV Affiliation demographic information, UTRGV - Program Agreement, UTRGV Educational Experience Affiliation Agreement

Responsibilities upon Approval:
Police Department is responsible for services and all other items necessary for the educational experience specified in the Program Agreement. Which will also include to provide all documentation to HR Department necessary for record keeping, background and time keeping.

UNIVERSITY OF TEXAS-RIO GRANDE VALLEY
Department of Social Work
Office of Field Education

BSW/MSSW FIELD INSTRUCTOR DATA SHEET

In addition, please attach a copy of your resume prior to submitting.
*(Please **Type or Print**)*

Name: Maritza Y. Lara **Date:** 4/2/2019

Name of Agency/Program: City of Weslaco Police Department/First Offender Program

Address: 901 North Airport Drive Weslaco, TX 78596

Work Phone: 956-968-8591 Ext. 1109 **Fax:** _____

Cell Phone: 956-532-9391 **E-mail:** mlara@weslacotx.gov

Position Title: F.O.P. Case Manager **Time Held:** 3 months

Major Responsibilities: Responsible for everyday operations of the program

EDUCATION & TRAINING

BA [ ] **BS** [X] **BSW** [ ] **College/University** University of Texas Pan-American **Year** 2007

MSW/MSSW [X] **College/University** University of Texas Pan-American **Year** 2010

Social Work License Number_____ **Level** _____ **State** _____
(Please attach a copy of license if available)

OTHER SOCIAL WORK/PROFESSIONAL CREDENTIALS

Please Indicate, such as: ACSW, LPC, LMFC, and/or other specialty recognitions

_____

_____

_____

_____

EXPERIENCE AS A SOCIAL WORK FIELD INSTRUCTOR

Source	Description	Dates
2 years Instructor exp.	Pharr PD F.O.P	2017-2018

OTHER FIELD INSTRUCTION ACTIVITIES

INDICATE ANY COLLEGE OR UNIVERSITY LEVEL TEACHING

(Please continue on back of sheet if necessary)

1. Institution: N/A
   Location:
   Dates:
   Description of Activity/Activities:

2. Institution:
   Location:
   Dates:
   Description of Activity/Activities:

POST MSW/MSSW WORK PRACTICE EXPERIENCE

(Please continue on back of sheet if necessary)

Social Work Activity and Location	Position	Dates
Foster Care/Adoption Agency	Case Manager	2007-2010
Pharr Police Dept.	Gang Project Director	2010-2015
Pharr Police Dept.	First Offender Program Director	2015-2018

Particular social work skills, knowledge, experiences, and interests you can share with or offer to the Practicum students:

I have 12 years of Case Management experience. I am an individual that is always willing to learn and share new ideas. Case Management to consist of intake process, juvenile arrests, referral process, parent/juvenile life skill session trainings. Communication with law enforcement personnel to include the courts and juvenile division. I have prior supervision experience and will be able to be a great mentor to any student. My interest has always been in working with juveniles and their families. The family systems is a major component when working with the population served. The mission of this program is to reduce the number of repeated offenders and to help improve the quality of life of each individual served through the program.

Signature _____ Date _____

Please return to:

Nelda M. Rodriguez LMSW
Director of Field Education
Department: (956) 663-3575
Office: (956) 665-3190
Fax: (956) 665-3516
E-mail: nelda.rodriguez@utrgv.edu

The University of Texas
Rio Grande Valley
College of Health Affairs

Affiliation Agreement Contact Form

Directions: Please complete all applicable sections. If a section doesn't apply to you, type n/a.

1. Facility Name City of Weslaco Police Department

2. Facility Type Law Enforcement Agency

3. Mailing Address 901 N. Airport Drive Weslaco, TX 78596

4. Telephone No. 956-968-8591 ext. 1109/ 956-532-9391

5. Contact Person Maritza Lara

6. Individual responsible for approving agreement for facility:

   Name Joel Rivera Ph.D.

   Title Chief of Police

   Address _____
   (if different from above)

   Email address: joel.rivera@weslacotx.gov

7. First date of anticipated facility use N/A

8. Does facility have multiple sites which should be included in the agreement?

   Yes _____ No _____

   If, yes, please list _____

9. Were clinical objectives shared? Yes _____ No _____

10. Initiating Faculty Nelda M. Rodriguez, LMSW

    Telephone (956) 746-1233 Email nelda.rodriguez@utrgv.edu

    Department/Program UTRGV School of Social Work

COLLEGE OF HEALTH AFFAIRS

PROGRAM AGREEMENT
(Education Experience)

Recitals

A. The University of Texas Rio Grande Valley ("University") and _____ _____ ("Facility") have previously executed an Affiliation Agreement effective on _____; and

B. University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University's programs within the College of Health Affairs with educational experience utilizing the personnel, equipment, and facilities of Facility.

Agreement

NOW THEREFORE, subject to the terms, conditions, and provisions of such Affiliation Agreement, the parties agree as follows:

1. **PROGRAM.** Facility Liaison and University Representative will design an educational experience in Social Work, Communication Sciences and Disorders, Clinical Laboratory Science (medical technology), Rehabilitative Services, Nutrition, Occupational Therapy, Physician Assistant Studies, Pharmacy, Biomedical Sciences, Exercise Science, Health, Health Services Technology, or Kinesiology, ("Program") for University students utilizing the personnel, equipment, and facilities of Facility.

   a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.

   b. The Program will be reviewed periodically by the Facility Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.

   c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of University personnel or Facility personnel who are licensed or otherwise qualified to perform such services.

2. **UNIVERSITY OBLIGATIONS.**

   a. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.

b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.

c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.

d. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.

e. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.

f. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.

3. FACILITY OBLIGATIONS.

a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program.

b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program.

c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.

d. Assume sole responsibility for the quality of patient or client care.

e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.

f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.

4. GENERAL PROVISIONS.

a. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.

b. This Program Agreement and the Affiliation Agreement constitute the entire agreements between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.

c. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.

d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

e. The initial Program shall begin on _____ and end on with a (30) days written notice. Subsequent Programs shall begin and end on dates determined by written agreement of Facility Liaison and University Representative. Either party may terminate this Program Agreement effective with the end of a Program by giving thirty (30) days written notice to the other party; otherwise this Program Agreement will terminate upon the termination of the Affiliation Agreement between the parties.

UNIVERSITY:

By: _____

Dr. John Krouse,
Executive Vice President for Health Affairs
(Name and Title)

Date: _____

FACILITY:

By: _____

_____
(Name and Title)

Date: _____

EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

THIS AGREEMENT, effective the ____ day of _____, 20__, is between The University of Texas Rio Grande Valley, ("University"), a component institution of The University of Texas System, ("System"), and _____("Facility"), a _____ having its principal office at _____, State of _____.

Recitals

A. Facility operates facilities located at _____ in the City of _____, State of _____, and therein provides _____ services.

B. University provides academic courses with respect to and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties ("Program").

C. Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility.

Agreement

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree that any Program established and implemented by Facility and University during the term of this Agreement shall be covered by and subject to the following terms and conditions.

1. **PROGRAM AGREEMENT.** To become effective, all agreements with respect to a Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Facility and University.

2. **CONFLICT.** In the event of conflict between the text of a Program Agreement and the text of this Agreement, this Agreement shall govern.

3. **AMENDMENT OF PROGRAM AGREEMENT.** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University.

4. **RESPONSIBILITY OF FACILITY.** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:

   a. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;

b. permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and

c. appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:

(1) Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least 30 days prior to the date the appointment is to become effective.

(2) University shall notify Facility of University's approval or disapproval of such person within 10 days after receipt of such notice.

(3) No person shall act as Facility Liaison without the prior written approval of University.

(4) In the event the Facility Liaison approved by University later becomes unacceptable and University so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in this paragraph 4.c.

5. **RESPONSIBILITIES OF UNIVERSITY.** University will:

a. furnish Facility with the names of the students assigned by University to participate in the Program;

b. assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and

c. designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.

6. **NOTICES.** All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

7. **ORAL REPRESENTATIONS.** No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

8. **AMENDMENT TO AGREEMENT.** No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

9. **ASSIGNMENT.** Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.

10. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

11. **TERM AND EFFECTIVE DATE.** This Agreement shall continue in effect for an initial period ending one (1) year after the date and year stated in the first paragraph ("Term"). After such initial Term, this Agreement shall continue from year to year unless one party shall give the other 180 days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such 180 days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

12. **APPLICABLE LAW.** The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.

13. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

14. **INDEMNIFICATION.** To the extent authorized under the Constitution and laws of the State of Texas, University shall hold Facility harmless from liability resulting from University's acts or omissions within the terms of this Agreement; provided, however, University shall not hold Facility harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring, or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to University's supervision or control.

15. **HIPAA.** The parties agree that:

    a. the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996, of 1996 as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Privacy, Security and Breach Notification Regulations at 45 CFR §§ 160 and 164 (hereinafter collectively, "HIPAA") and subject to 45 CFR Parts 160 and 164 ("the HIPAA Administrative Simplification Regulations");

    b. to the extent that University students are participating in the Program [and University faculty members are providing supervision at the Facility as part of the Program], such students [and faculty members] shall:

(1) be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Facility;

(2) receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulations; and

(3) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through Program participation [or a faculty member accessed through the provision of supervision at the Facility] that has not first been de-identified as provided in 45 CFR §164.514(a);

c. University will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student [or faculty member] who is acting as a part of the Facility's workforce as set forth in paragraph 15.b. of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and

d. no services are being provided to the Facility by the University pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

UNIVERSITY:

By: _____

Dr. John Krouse,
Executive Vice President for Health Affairs
(Name and Title)

Date: _____

FACILITY:

By: _____

_____
(Name and Title)

Date: _____

Standardized Agenda Request Form

Date of Meeting: June 4, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2512

From:
Robert Lopez

Subject:
Approval on Resolution 2019-55 to apply and accept the Hidalgo 2018 OPSG Stonegarden Grant through eGrants for border security initiatives in the amount of $175,000.00 with NO LOCAL MATCH required and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

Background:
Our department has received $175,000.00 in grant funding with no match required for fiscal year 2018-2019. This grant continues Stonegarden objectives, border security and intelligence sharing. I am requesting authorization to accept the funds through eGrants to be used on overtime and equipment. The grant also requires an approved resolution for grant acceptance. I have attached the resolution for final approval

Funding Source (budget code, if applicable)**:**
HS-Homeland Security Grant Program, Governor's Office

Amount: $175,000.00	Term of Impact: 12 months	Identified in Current Budget: No

Additional Action Prompted:
Mayor's Signature
Resolution

If item previously considered, provide date and action by Commission:
05/15/2019 Consent Agenda Item #2018-1705

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 Robert Lopez Mike Perez	Created

City Manager Comments:
Approve.

Staff Recommendation:
Approval.

Attachments, if any:
R2019-55 PD grant 2018 OPSG Grant #3173404

Responsibilities upon Approval:
Police Department is responsible for grant compliance. Finance submits FSRs.

RESOLUTION NO.2019-55

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the HIDALGO-2018 OPERATION STONEGARDEN be operated for the fiscal year 2019 through 2020; and

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

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the HIDALGO-2018 OPERATION STONEGARDEN to the Office of the Governor.

Grant Number: **3173404**

Passed and Approved this 4th, day of June 2019.

Signed by:

CITY OF WESLACO

_____

David Suarez, MAYOR

ATTEST:

_____

Myra L. Ayala, City Secretary

APPROVED AT TO FORM:

_____

Juan E. Gonzalez, CITY ATTORNEY

Standardized Agenda Request Form

Date of Meeting: June 4, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2516

From:

Subject:
Authorization to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Terry Barbee for Hangars E11-14 and to approve a Mid Valley Airport Ground Lease Agreement with Tenant Arthur Beckwith D/B/A Beckwith Farms for Hangars E11-14 and authorize the Mayor to execute any related documents. (Staffed by Airport.)

Background:
Tenant Terry Barbee has sold Hangars E11-14 to Mr. Arthur Beckwith D/B/A Beckwith Farms. In the past, the City Commission has requested to terminate existing ground lease agreements when an improvement has been sold and to enter into negotiations with the new tenant.

The ground lease agreement being presented is for Hangars E11-14, located on the east side of the airport. The proposed hangar lease agreement is for ten (10) years, with a one ten (10) year renewal option. There is a 3% review and cap every three (3) years.

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

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

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

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
The Airport Advisory Board does not approve revenue agreement but did approve the ground lease agreement template.

Aida Vega
Andrew Muñoz
Mike Perez

Created

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
E11-14 Beckwith Bill of Sale, E11-14, Beckwith Farms

Responsibilities upon Approval:

BILL OF SALE

TERRY BARBEE (the "Seller"), in consideration of the sum of FORTY-EIGHT THOUSAND AND NO/100THS DOLLARS ($48,000.00) in hand paid by ARTHUR E. BECKWITH d/b/a BECKWITH FARMS, (the "Purchaser"), the receipt and sufficiency of which is hereby acknowledged, does hereby release, transfer, bargain, sell and convey unto Purchaser, its successors and assigns, all of Seller's interest in and to the improvements located in Hangar E11-E14 in the Weslaco Mid Valley Airport as such is defined in the certain Lease Agreement for such hangar by and between the City of Weslaco, Hidalgo County, Texas as "Lessor" and Terry Barbee d/b/a WTB Trading Company as "Lessee" and as more particularly described by the tax account numbers described on Exhibit "A" attached hereto and incorporated herein.

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

SELLER:

Terry Barbee

TERRY BARBEE

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on this 21st day of May, 2019, by **TERRY BARBEE.**

MATTHEW L. JONES
Notary Public, State of Texas
Comm. Expires 01-26-2020
Notary ID 10426951

Notary Public, State of Texas

PURCHASER:

ARTHUR E. BECKWITH d/b/a BECKWITH FARMS

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on this 21st day of May, 2019, by **ARTHUR E. BECKWITH d/b/a BECKWITH FARMS**.

MATTHEW L. JONES
Notary Public, State of Texas
Comm. Expires 01-26-2020
Notary ID 10426951

Notary Public, State of Texas

Exhibit "A"

Hanger E11-E14
Account Number W3800-98-009-0E11-07

Lease Agreement

STATE OF TEXAS)

CITY OF WESLACO) **KNOW ALL PERSONS BY THESE PRESENTS:**

HIDALGO COUNTY)

This lease is entered into this _____ day of _____, 20__, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Arthur E. Beckwith D/B/A Beckwith Farms, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

A) Lessor does hereby lease to Lessee approximately **8,143 sq. ft**. (E11 – E14) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

A) This lease shall be for the term of **10 years**. Thereafter, this lease may be renewed for a subsequent **10 year** extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.

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

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly/yearly the sum of **$ 2,198.61**. The first month's/year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

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

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

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

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

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

D) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.

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

Section 4. Use of Lease Premises

A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.

B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.

C) Lessee may park his and/or his passenger's privately-owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.

D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and

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

E) Lessee agrees that he will at all times keep the premises of the Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

F) Lessee agrees that the usage of the Land/Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.

G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.

H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.

I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.

J) Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.

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

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

Section 5. Sublease, Assignment, or Sale

A) The Lessee is permitted to sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, to immediately terminate this lease agreement. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this agreement and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this agreement in favor of such assignee.

Section 6. Termination

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

B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Land/Hangar/Building/Office would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.

C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.

D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should

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

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

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation

program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

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

Section 10. Exclusions

A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).

B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.

C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other

governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Arthur E. Beckwith D/B/A Beckwith Farms
Address: PO Box 1029
Progreso, TX 78579

Lessee Initials

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

Section 14. Miscellaneous

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

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

B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.

F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation

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

I) Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.

J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.

K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.

L) Time is of the essence of this Agreement.

EXECUTED this _____ day of _____, 2019.

City of Weslaco, Hidalgo County, Texas

_____
Mayor

_____
City Attorney

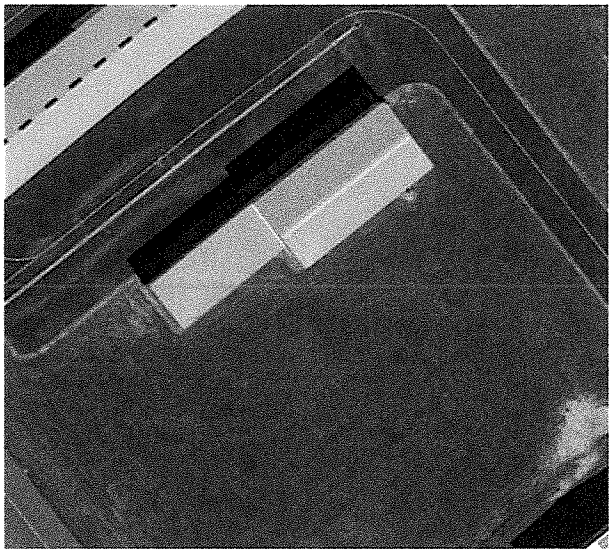
Attest: _____
City Secretary

_____
Lessee

Lessee Initials

"EXHIBIT A"

51' x 103' = 5,253 sq. ft. larger portion
85' x 34' = 2,890 sq. ft. smaller portion



Lessee Initials

Standardized Agenda Request Form

Date of Meeting: June 4, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2521

From:

Subject:
Authorization to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Shari Pate for Hangars W15-16 and to approve a Mid Valley Airport Ground Lease Agreement with Tenant Scott Fuller for Hangar W16 and authorize the Mayor to execute any related documents. (Staffed by Airport.)

Background:
Tenant Shari Pate has sold Hangars W15-16 to Mr. Scott Fuller. In the past, the City Commission has requested to terminate existing ground lease agreements when an improvement has been sold and to enter into negotiations with the new tenant.

The ground lease agreement being presented is for Hangar W-16, located on the east side of the airport. The proposed hangar lease agreement is for five (5) years, with a one five (5) year renewal option. There is a 3% review and cap every three (3) years.

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

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

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

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

Molly Vallejo
Andrew Muñoz
Mike Perez

Created

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
W15-16, Fuller Scott Bill of Sale, W16 - Fuller Scott

Responsibilities upon Approval:

PURCHASE AGREEMENT
Bill of Sale
(Hangars 15-16 West – Weslaco, Texas)

This Purchase Agreement ("this Agreement") is made and entered into effective as of this 16th day of May 2019, by and between Sharon Pate ("Seller") and Scott Fuller ("Buyer") relating to Hangars 15 -16 West located at the Mid Valley Airport in Weslaco, Texas ("Hangar"). This agreement is the only agreement relating to the purchase of this property.

Seller:

Sharon Pate
1418 Tierra Bella
Weslaco, Tx 78599

Buyer:

Scott Fuller
1316 Charlene St
Edinburg, TX 78539
(956) 457-2000

Legal Description of the Hanger:

West Tract, Hangar #W15 FT 9 Municipal Airport, Weslaco, Texas
West Tract, Hangar #W16 FT 9 Municipal Airport, Weslaco, Texas

Improvements only (hanger building)

Condition:

The hangers are sold "AS IS" with no warranty of any kind by the Seller of any other third party.

Purchase Price:

Redacted

Paid:

Full purchase price was paid cash.

Ownership Assumed:

Effective upon signature of this agreement and full payment of the purchase price the Buyer will assume full ownership of the Hangar.

Agreed to by:

Seller:

Sharon Pate

5-19-2019

Date

Buyer:

Scott Fuller

5-19-2019

Date

Witnessed by: Patricia Reyes

5/19/19

PATRICIA REYES
Notary Public, State of Texas
Comm. Expires 09-16-2022
Notary ID 128388412

HIDALGO COUNTY APPRAISAL DISTRICT

PROPERTY **327363** R 11/20/2004

Legal Description
WEST TRACT, HANGER #W16 FT 9 MUNICIPAL AIRPORT, IMPS ONLY

Ref ID1: 323415 Ref ID2: R327363
W3800-98-009-0016-00

SITUS 1909 N JOE STEPHENS

OWNER ID
1150701

OWNERSHIP
100.00%

PROPERTY APPRAISAL INFORMATION 2019
FULLER SCOTT
1316 CHARLENE ST
EDINBURG, TX 78539

ACRES:
EFF. ACRES:
APPR VAL METHOD: Cost

Entities

CAD	100%
CWL	100%
DR1	100%
GHD	100%
JCC	100%
R02	100%
SST	100%
SWL	100%

Values

IMPROVEMENTS		4,428
LAND MARKET	+	0
MARKET VALUE	=	4,428
PRODUCTIVITY LOSS	-	0
APPRAISED VALUE	=	4,428
HS CAP LOSS	-	0
ASSESSED VALUE	=	4,428

GENERAL

UTILITIES	AL	LAST APPR.	T6
TOPOGRAPHY	LV	LAST APPR. YR	2019
ROAD ACCESS	PCG	LAST INSP. DATE	05/16/2019
ZONING	CO	NEXT INSP. DATE	
BUILDER			
NEXT REASON			

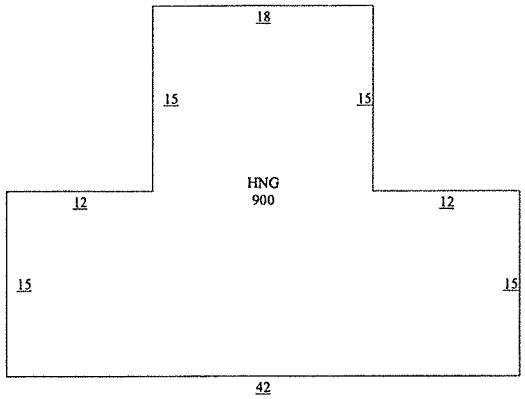
REMARKS (2019) OWNERSHIP CHANGE; R/E LINK 236306
(2017) OWNERSHIP CHANGE; R/E LINK 236306
(2014) ADJ S/R 2014; R/E LINK: 236306 (2011) N/C ;LINK R/E ACCT 236306 (2010) N/C (2009)

BUILDING PERMITS

ISSUE DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL

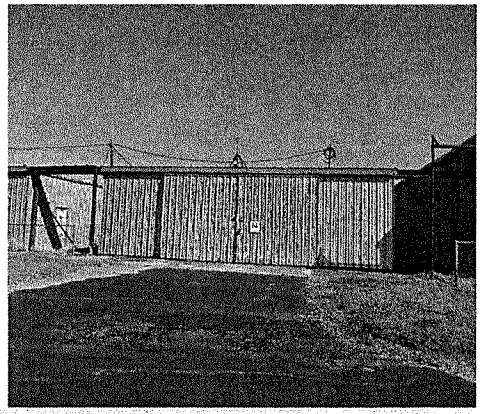
SALE DT	PRICE	GRANTOR	DEED INFO
	*****	UNKNOWN	CONV / /
	*****	RAKESTRAW R I JR	CONV / /

SKETCH for Improvement #1 (COMMERCIAL)



EXEMPTIONS

PICTURE



SUBD: W380098 100.00% NBHD:

IMPROVEMENT INFORMATION

I#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
	HNG	HANGAR	SP	*/	900.0	12.30	1	1960	1960	*	11,070	100%	-60%	0%	0%	100%	0.40	4,428
1.	COMMERCIAL		STCD:	F1	**900.0**	Homesite: N					**11,070**							**4,428**
	MARSHALL & SWIFT CLASS S-LOW COST																	

IMPROVEMENT FEATURES

Construction Style	1	COM	0
Foundation	1	SLB	0
Exterior Wall	1	COR	0
Interior Finish	1	PNT	0
Roof Style	1	SLP	0
Roof Covering	1	MTL	0
Heating/Cooling	1	MINUS	0
Flooring	1	CON	0
Plumbing	1	1	0
Ceiling	1	14	0
			0

SUBD: W380098 100.00% NBHD:

LAND INFORMATION IRR Wells: 0 Capacity: 0 IRR Acres: 0 Oil Wells: 0

Effective Date of Appraisal: January 1 Date Printed: 05/16/2019 04:41:09PM by jtodd

Lease Agreement

STATE OF TEXAS)

CITY OF WESLACO) KNOW ALL PERSONS BY THESE PRESENTS:

HIDALGO COUNTY)

This lease is entered into this _____ day of _____, 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 Scott Fuller, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

A) Lessor does hereby lease to Lessee approximately **900 sq. ft.** (W-16) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

B) Premises shall be designated as W-16, measuring 30 feet x 30 feet as described in Exhibit A.

Section 2. Term

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

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

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of **$ 252.00**. The first year's payment is to be made on the 1st day of June. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

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

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

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

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

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

E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.

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

Section 4. Use of Lease Premises

A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.

B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.

C) Lessee may park his and/or his passenger's privately-owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.

D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and

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

E) Lessee agrees that he will at all times keep the premises of the Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

F) Lessee agrees that the usage of the Land/Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.

G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.

H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.

I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.

J) Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.

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

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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

B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Land/Hangar/Building/Office would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.

C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.

D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any

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

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

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

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

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

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

Section 10. Exclusions

A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).

B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.

C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to

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

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Scott Fuller
Address: 1316 Charlene St.
Edinburg, TX 78539

Lessee Initials

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

Section 14. Miscellaneous

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

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

B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense except to the extent required by the Texas Public Information Act.

F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation

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

I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.

J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.

K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.

L) Time is of the essence of this Agreement.

EXECUTED this _____ day of _____, 2019.

City of Weslaco, Hidalgo County, Texas

_____
Mayor

Approved as to Form:

_____
City Attorney

Attest: _____
City Secretary

_____
Lessee

_____
Lessee Initials

"EXHIBIT A"

HANGAR W16
30' x 30'

Lessee Initials

Standardized Agenda Request Form

Date of Meeting: June 4, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2519

From:

Subject:
Acceptance of free books from South Texas Literacy Coalition and authorize the Mayor to execute any related documents. (Staffed by the Library) Background.

Background:
The South Texas Literacy Coalition is a non-profit organization dedicated to the coordination of literacy services. The STLC is interested in funding the distribution of books for programs where the need is great.

Books go to community members and are distributed during literacy events. The audience focus is children. There is no fiscal obligation. Roughly 1,000 age appropriate, new books will be donated. The library seeks to gain approval to accept their book donation. Past partnerships have been very positive.

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 Arnold Becho Mike Perez	Created

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Memo - Request to accept books from STLC

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
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

May 8, 2019

To: David Suarez, Mayor; Greg Kerr, Mayor Pro-Tem; Letty Lopez, Commissioner; Leo Muñoz, Commissioner; Jose "J.P." Rodriguez, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager

CC: Martin J. Mata

Fr: Arnoldo Becho, Library Director

Re: Request to accept books from the South Texas Literacy Coalition

South Texas Literacy Coalition (STLC) is a non-profit organization that funds the distribution of books for qualifying programs. The books go to community members and are distributed during literacy events. The audience focus is children. The book distribution initiative is designed as a community outreach project to promote reading, family literacy, and educational achievement.

The library has been granted an allotment of 1,000 books and is seeking approval to accept these books. The library will hold an event or series of events in which they will distribute the donated books to community kids.

Library staff strongly supports the request. Please feel free to contact me with any questions, I will be happy to provide additional information.

Thank you for the time,

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

Standardized Agenda Request Form

Date of Meeting: June 4, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2509

From:

Subject:
Discussion and consideration to approve Resolution 2019-56 appointing members to expired terms on the Weslaco Mid Valley Advisory Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Background:
The following staggered terms were established for airport members at their meeting of June 23, 2016; Alan G. Gonzalez (replaced by Raul Cabaza III) term to expire 2020; Art E. Beckwith, Don Ed Holmes and Bud Payne terms to expire 2018 and Terry Barbee, Ramon Montalvo III and Randall L. Summers terms to expire 2019. A member continues to serve until they are reappointed or replaced. To keep the terms staggered, we recommend those members whose term expired in 2018 be appointed the remainder amount of the term to finish out the 3 years had they been appointed and recommend appointment of those members expiring 2019.

All members wish to be re-appointed.

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature
Resolution

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

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

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

Molly Vallejo
Andrew Muñoz
Mike Perez

Created

City Manager Comments:
Approve.

Staff Recommendation:
Approve.

Attachments, if any:
TERMS - Weslaco Mid Valley Airport Advisory Board 53119, WMVA - Applicant as of 53119, Cover letter and Board App - Art Beckwith, Cover letter and Board App - Don Ed Holmes, Cover letter and Board App - Ed Payne, Cover letter and Board App - Ramon Montalvo, III, Cover letter and Board App - Randy Summers, Cover letter and Board App - Terry Barbee, R2019-56 AIRPORT - expired terms

Responsibilities upon Approval:

Weslaco Mid-Valley Airport Committee

CURRENT TERM	STAGGERED TERM	LAST	FIRST
6/21/2017	6/21/2020	*Cabaza, III	Raul
6/08/2018	6/08/2021	Beckwith	Art
6/08/2018	6/08/2021	Holmes	Don Ed
6/21/2018	6/21/2021	Payne	Bud
6/08/2019	6/08/2022	Barbee	Terry
6/08/2019	6/08/2022	Montalvo, III	Ramon
6/08/2019	6/08/2022	Summers	Randall

Current expiration dates as of 53119 mv

Weslaco Mid-Valley Airport Committee - Applicants

FIRST NAME	LAST NAME	Date Applied
Edward	Mejia	4/01/2019

As of 53119

May 14, 2019

Andrew Munoz
Asst. City Manager / Aviation Director
City of Weslaco
1909 Joe Stephens Ave
Weslaco, TX 78599

RE: Weslaco Mid Valley Airport
Renewal of Advisory Board Membership

Dear Andrew,

Please allow this letter to serve as my intent to continue serving as an Airport Advisory Committee Member. I understand I must complete a new application and I will submit within the next few days.

I look forward to a favorable decision and to continue working with yourself, staff and the City of Weslaco.

Respectfully,

Art Beckwith

Application for Service
City of Weslaco Boards and Committees

Name of Applicant: Art E. Beckwith	**Telephone Number:** 956-330-9554
E-Mail Address: abeckw9894@gmail.com	**Alternate Phone Number (work/cell):**
Home Address: P.O. Box 1029	[ ] Inside City Limits [✓] Outside City Limits
City: Progreso / **State:** TX	**Zip Code:** 78579
How many years have you lived at this residence? 36 yrs	**Do you own this house?** [✓] Yes or [ ] No

Preference for consideration, naming committees on which you desire to serve:

1.) Airport Advisory Board

2.)

3.)

List of Civic Involvement and Business Experience:

Airport Advisory Board
Ministerial Alliance Chairman
Minister
Farmer/Rancher

Have you been bonded or eligible to obtain one? [✓] Yes or [ ] No	**Have you sued the City?** [ ] Yes or [✓] No
Are you related to any member of the Commission? [ ] Yes or [✓] No	**If so, who and how?**
Have you previously served on a City board? [✓] Yes or [ ] No	**If so, which and when?** Airport Advisory exp. 2019
Have you ever been elected to public office? [✓] Yes or [ ] No	**If so, which and when?** Progreso School Board
Do you consent to release this info to the public? [✓] Yes or [ ] No	**Are you age 25 or older?** [✓] Yes or [ ] No
Do you certify the truthfulness of these statements and agree to the nepotism and attendance policies? [✓] Yes or [ ] No	**Timestamp of Receipt:**
Applicant's Signature:	

Optional Demographic Information: Self Identification

Gender:	Male
Age:	78
Race:	W
Religion:	Christian
Citizenship:	USA

May 14, 2019

Andrew Munoz
Asst. City Manager / Aviation Director
City of Weslaco
1909 Joe Stephens Ave
Weslaco, TX 78599

RE: Weslaco Mid Valley Airport
Renewal of Advisory Board Membership

Dear Andrew,

Please allow this letter to serve as my intent to continue serving as an Airport Advisory Committee Member. I understand I must complete a new application and I will submit within the next few days.

I look forward to a favorable decision and to continue working with yourself, staff and the City of Weslaco.

Respectfully,

Application for Service
City of Weslaco Boards and Committees

Name of Applicant: Don Ed Holmes	**Telephone Number:** 956-973-0552
E-Mail Address: dored@theowlhouse.net	**Alternate Phone Number (work/cell):** 956-330-2696
Home Address: 1911 Lion Lake Dr. S.	[ ] Inside City Limits [✓] Outside City Limits
City: Weslaco / **State:** TX	**Zip Code:** 78596
How many years have you lived at this residence? 19	**Do you own this house?** [✓] Yes or [ ] No

Preference for consideration, naming committees on which you desire to serve:

1.) Airport Advisory

2.)

3.)

List of Civic Involvement and Business Experience:

Weslaco Lions
Weslaco Rotary
Weslaco Chamber of Commerce

Have you been bonded or eligible to obtain one? [ ] Yes or [✓] No	**Have you sued the City?** [ ] Yes or [✓] No
Are you related to any member of the Commission? [ ] Yes or [✓] No	**If so, who and how?**
Have you previously served on a City board? [✓] Yes or [ ] No	**If so, which and when?**
Have you ever been elected to public office? [ ] Yes or [✓] No	**If so, which and when?**
Do you consent to release this info to the public? [✓] Yes or [ ] No	**Are you age 25 or older?** [✓] Yes or [ ] No
Do you certify the truthfulness of these statements and agree to the nepotism and attendance policies? [✓] Yes or [ ] No	**Timestamp of Receipt:**
Applicant's Signature: Don Ed Holmes	

Optional Demographic Information - Self Identification

Gender:	Male
Age:	64
Race:	White
Religion:	Catholic
Citizenship:	American

PAYNE

May 14, 2019

Andrew Munoz
Asst. City Manager / Aviation Director
City of Weslaco
1909 Joe Stephens Ave
Weslaco, TX 78599

RE: Weslaco Mid Valley Airport
Renewal of Advisory Board Membership

Dear Andrew,

Please allow this letter to serve as my intent to continue serving as an Airport Advisory Committee Member. I understand I must complete a new application and I will submit within the next few days.

I look forward to a favorable decision and to continue working with yourself, staff and the City of Weslaco.

Respectfully,

Application for Service
City of Weslaco Boards and Committees

Name of Applicant: BUD PAYNE	**Telephone Number:** 956-969-2525
E-Mail Address: BUDP@PAYNEGROUP.COM	**Alternate Phone Number (work/cell):** 956-330-3370
Home Address: 1201 S. TEXAS BLVD.	[✓] Inside City Limits [ ] Outside City Limits
City: WESLACO / **State:** TEXAS	**Zip Code:** 78596
How many years have you lived at this residence? 35 YRS.	**Do you own this house?** [✓] Yes or [ ] No

Preference for consideration, naming committees on which you desire to serve:

1.) AIRPORT BOARD

2.)

3.)

List of Civic Involvement and Business Experience:

AUTO DEALER - LIFE

VARIOUS BOARDS

Have you been bonded or eligible to obtain one? [✓] Yes or [ ] No	**Have you sued the City?** [ ] Yes or [✓] No
Are you related to any member of the Commission? [ ] Yes or [✓] No	**If so, who and how?**
Have you previously served on a City board? [✓] Yes or [ ] No	**If so, which and when?**
Have you ever been elected to public office? [ ] Yes or [✓] No	**If so, which and when?**
Do you consent to release this info to the public? [✓] Yes or [ ] No	**Are you age 25 or older?** [✓] Yes or [ ] No
Do you certify the truthfulness of these statements and agree to the nepotism and attendance policies? [✓] Yes or [ ] No	**Timestamp of Receipt:**
Applicant's Signature:	

Optional Demographic Information: Self Identification

Gender:	M
Age:	72
Race:	WHITE
Religion:	EPISCOPALIAN
Citizenship:	U.S.

RAMON MONTALVO III
POST OFFICE BOX 2
WESLACO, TEXAS 78596-0002

May 20, 2019

Andrew Munoz
Asst. City Manager/Aviation Director
City of Weslaco
1909 Joe Stephens Ave.
Weslaco, Texas 78596

RE: Weslaco Mid Valley Airport
Renewal of Advisory Board Membership

Dear Andrew,

Please allow this letter to serve as my intent to continue serving as an Airport Advisory Committee Member. I've attached the new application requested.

I look forward to a favorable decision and to continue working with yourself, staff and the City of Weslaco.

Respectfully,

Ramon Montalvo III, CIC

Application for Service
City of Weslaco Boards and Committees

Name of Applicant: Ramon Montalvo Jr	**Telephone Number:** 956 - 472 - 6021
E-Mail Address: ramon@montalvoinsurance.com	**Alternate Phone Number (work/cell):** 956 - 968 - 5521
Home Address: 6156 N. FM 88	[ ] Inside City Limits [✓] Outside City Limits
City: Weslaco / **State:** Texas	**Zip Code:** 78596
How many years have you lived at this residence? 30 +	**Do you own this house?** [ ] Yes or [ ] No

Preference for consideration, naming committees on which you desire to serve:

1.) Airport
2.) EDC
3.)

List of Civic Involvement and Business Experience:

See attached

Have you been bonded or eligible to obtain one? [ ] Yes or [✓] No	**Have you sued the City?** [ ] Yes or [✓] No
Are you related to any member of the Commission? [ ] Yes or [✓] No	**If so, who and how?**
Have you previously served on a City board? [✓] Yes or [ ] No	**If so, which and when?** Traffic Safety, Airport, Weslaco Dev. Comm.
Have you ever been elected to public office? [✓] Yes or [ ] No	**If so, which and when?** School Board - Twice 1990s & 2005
Do you consent to release this info to the public? [✓] Yes or [ ] No	**Are you age 25 or older?** [✓] Yes or [ ] No
Do you certify the truthfulness of these statements and agree to the nepotism and attendance policies? [✓] Yes or [ ] No	**Timestamp of Receipt:**
Applicant's Signature:	

Optional Demographic Information: Self Identification

Gender:	
Age:	
Race:	
Religion:	
Citizenship:	

6156 N. Texas
Weslaco, Texas 78596

Phone (956)968-5521
Fax (956)969-9196
E-mail
ramon@montalvoinsurance.com

Ramon Montalvo, III, C.I.C.

Educational Background

- Graduated Cum Laude from University of Texas-Austin with major in Insurance (1978).
- Certified Insurance Counselor (C.I.C.) designation for 35 years.

Employment

- President and 100% owner of Montalvo Insurance Agency, Inc., Weslaco, Texas completing 41 years in this position.

Professional Affiliations

- Member-Independent Agents of Texas/America
- Member-Independent Agents of the Rio Grande Valley
- Member-Society of Certified Insurance Counselors

Professional/ Community Organizations Involvement

Current:

- School Board Member-South Texas ISD
- Immediate Past Chairman of Knapp Community Care Foundation
- Governing Committee-TAIPA
- Member of Knights of Columbus
- Advisory Board-Weslaco Airport

Past:

- Served on the State Board of Independent Ins. Agents of Texas
- Advisory Board for South Texas Better Business Bureau
- Board Member of the Independent Ins. Agents of Texas
- President-Independent Agents of the Rio Grande Valley (2 Terms)
- President-Weslaco ISD Board (Served 2 Terms)
- President and Board Member-Knapp Medical Center Hospital (9 Yrs.)
- President-Girl Scouts of America Local Council
- President-Weslaco Development Committee
- President-Weslaco Chamber of Commerce
- President-Weslaco Rotary Club
- Chairman of the Board-Tropical Texas Mental Health/Retardation
- Chairman Harvest Night-Annual Hospital Fund Raiser
- Chairman of the IIAT Small & Rural Agencies Committee
- Member of National Task Force on Diversity-I.I.A.A.B.
- Member of IIAT Finance and Budget Committee
- Member of Diversity Task Force-Independent Agents of America

Meritorious Awards And Other Recognitions

- SBA Business of the Year (2011)
- Recipient of Five Outstanding Young Texas Award (1987)
- Weslaco Chamber Man of the Year (1986)
- Notable Hispanic of the Valley Award (1996)
- Weslaco Outstanding Citizen for (1999)
- Weslaco Chamber Business of the Year for (2012)

Special Skills And Areas of Interest

General Insurance Knowledge-Concentration in Commercial Coverages. Specializing in Public Entity and Non-Profit Corporations

Randy Summers
1307 S Texas Blvd.
Weslaco, Texas 78596

May 14, 2019

Andrew Munoz
Asst. City Manager / Aviation Director
City of Weslaco
1909 Joe Stephens Ave
Weslaco, TX 78599

RE: Weslaco Mid Valley Airport
Renewal of Advisory Board Membership

Dear Andrew,

Please allow this letter to serve as my desire and interest to continue serving as an Airport Advisory Committee Member. I understand I must complete a new application and I will submit within the next few days.

I understand I serve at the will of the City Commission. I look forward to a favorable decision by them and to continue working with yourself, staff and the City of Weslaco in continuing the improvement, growth, and execution of the established business plan for the Mid Valley Airport. Much progress has been made over the last 3 years; let's continue the progress.

Respectfully,

Randy Summers
rsummers@davisequity.com

Application for Service
City of Weslaco Boards and Committees

Name of Applicant: Randy Summers		**Telephone Number:** **956-968-4660**
E-Mail Address: rsummers@davisequity.com		**Alternate Phone Number (work/cell):** **956-969-8648-O 956-778-6676-C**
Home Address: **1307 S Texas Blvd**		[x] Inside City Limits [ ] Outside City Limits
City: Weslaco	**State:** TX	**Zip Code:** 78596
How many years have you lived at this residence? **30 years**		**Do you own this house?** [x] Yes or [ ] No

Preference for consideration, naming committees on which you desire to serve:

1.) Airport Advisory Committee

2.) Planning and Zoning

List of Civic Involvement and Business Experience: see attached

Have you been bonded or eligible to obtain one? [x] Yes or [ ] No	**Have you sued the City?** [ ] Yes or [x] No
Are you related to any member of the Commission? [ ] Yes or [x] No	**If so, who and how?**
Have you previously served on a City board? [x] Yes or [ ] No	**If so, which and when?** **P/Z ?-now—Airport '16'19**
Have you ever been elected to public office? [ ] Yes or [x] No	**If so, which and when?**
Do you consent to release this info to the public? [ ] Yes or [ ] No	**Are you age 25 or older?** [x] Yes or [ ] No
Do you certify the truthfulness of these statements and agree to the nepotism and attendance policies? [x] Yes or [ ] No	**Timestamp of Receipt:**
Applicant's Signature:	

Optional Demographic Information: Self Identification
Gender:
Age:
Race:
Religion:
Citizenship:

DECEMBER 2018 RESUME

Randall (Randy) L Summers 1307 S. Texas Blvd
Weslaco, Texas 78596-7070 *Phone: 956*/968-4660

EDUCATION:

- Attended Texas A & M University 1976-1979 .
- Graduate of Weslaco High School 1976 .
- American Institute of Banking:
  Principles of Banking (A) 1984 .
  Law & Banking (B) 1985 .
  Real Estate Finance (B) 1985 .
  Accounting I (B) 1986 .
  Regulation CC (A) 1987
- Graduate of Intermediate School of Banking 1988 at Southern Methodist University
- Graduate of Texas Bankers Association 1990 Operations School-named one of two Outstanding Graduates for the Class
- Various Computer Software seminars
- Attended Texas Bankers Association 1990-1994 Annual Personnel/Operations Conference
- Received Texas Real Estate Commission Salesperson License November 1996
- Numerous Real Estate Core Courses 1996 - 2012
- Received Texas Real Estate Commission Brokers License July 2001
- CCIM (Certified Commercial Investment Member) designation November 2003
- Various Continuing Education courses
- Approved Texas Real Estate Commission real estate core course instructor
- Private Pilot license issued 1985
- Pilot instrument rating issued 2008

WORK EXPERIENCE:

Davis Equity Realty 1997 to Present

- Vice President and Sales/Leasing Manager of Davis Equity Realty, Weslaco, Texas (www.davisequity.com)
- Past President South Texas Commercial Association of Realtors 2017 (STCAR)
- Current Secretary/Treasurer STCAR 2019
- TEXAS REALTORS Current State Executive Board Appointee for Commercial Real Estate 2019-2020
- Member ICSC 1997 to present
- South Texas liaison for the San Antonio Chapter of CCIM 2007-2010

Alamo Bank of Texas March 1994 - February 1997 Weslaco, Texas

- Vice President of Lending and Branch Operations Manager for Weslaco, TX Branch

Valley National Bank October 1986- March 1994 McAllen, Texas

- Installed a loan documentation tracking system which enables all documentation associated with loans to be monitored on a daily, weekly, monthly, or annual basis, if needed. Each loan is entered into the system daily and all documentation associated with the loan is noted as in-file or an exception is placed on the loan. Reports are generated monthly and distributed to the loan officers and a composite report is presented to the board of directors.

- Reviewed all loans made on a daily basis for accuracy and compliance with the bank's adopted loan policy and guidelines. Any exceptions reported to the loan committee on a weekly basis.

- In June 1988, appointed supervisor of wire transfer department and was assigned additional duties of payroll and employee insurance benefit manager, and settlement officer for the bank's correspondent bank accounts.
- Payroll Manager
- In June of 1990 was appointed Assistant Cashier of the bank
- In November of 1992, was given oversight of the note department.
- In January of 1994, was appointed Assistant Vice President.
- Served on the Texas Bankers Association (TBA) Operations Committee.
- 1991-1994 actively involved in preparation and planning of Annual TEA Personnel/Operations Conference.
- Served as chairman of the TBA- Young Bankers of Texas-Rio Grande Valley Chapter.
- Appointed to two year term for the American Institute of Banking (AIE) Rio Grande Valley Chapter Board of Directors.
- Instructor for 15 week AIE Principles of Banking Course-Fall Semester '94

Citizen's State Bank June '84-0ctober '86 Donna, Texas

- Loan Officer and Computer Laison.
- Bank Security Officer.

Burton Auto Supply, Inc. January '79-May '84 Weslaco, Texas

- Began as an over the counter salesman and stocker.
- Inventory control and sales analysis 1980
- Public Relations Manager and Marketing Director in 1981. Was responsible for employee training and for planning, organizing and directing the company's marketing and public relations activities. In 1983, developed an in-house advertising agency and was promoted to Executive Director of New Horizons Advertising Agency. In this capacity, was responsible for developing the advertising and coordinating its production for all 12 stores of Burton Auto. Additional responsibilities were to act as Safety Director, Co-Author of the History of Burton Auto, Member of Educational Training Committee for Automotive Wholesalers of Texas and President of the Mid- Management Consul for Burton Auto.

Accomplishments and services to the McAllen Community:

- President of McAllen Lions Club 1992-1993
- 1 st Vice President McAllen Lions Club 1991-1992
- 2nd Vice President McAllen Lions Club 1990-1991
- Lion of the Year 1990
- Secretary McAllen Lions Club 1989-1990
- Campaign Sightfirst Coordinator McAllen Area 1993-1994
- Bank liaison for Muscular Dystrophy Association Bankers Bowl-A-Thon
- Bank liaison for American Heart Association Walk America .Bank liaison for United Way Campaign

Accomplishments and services to the Weslaco Community:

- Current Planning and Zoning Commissioner for City of Weslaco
- Current Chairman Weslaco Mid Valley Airport Advisory Committee

- President of Weslaco Chamber of Commerce 2004-2005
- President Weslaco Chamber of Commerce 2011-2012
- Graduate Leadership Mid Valley
- Graduate Leadership Rio Grande Valley
- Board Trustee Mid Valley Christian School 1996 – 2005
- President for Mid Valley Elementary School 2005(a private non-denominational Christian school)
- Board Trustee STET, Inc. 2004-Present
- Secretary of Weslaco Lions Club 1994 - 2001
- Weslaco's Man of the Year 1983
- President of Weslaco Lions Club 1985-1986
- First Vice President Weslaco Lions Club 1984-1985
- Second Vice President Weslaco Lions Club 1983-1984
- Co-Chairman of Weslaco Lions Club Benefit Show 1983-1989
- General Chairman for Mid Valley Medical Foundation Annual Fund Drive
- Chairman of Weslaco Merchants Association 1983
- Co-Chairman of Weslaco 4th of July Fajita Cookoff Contest 1983
- Director Weslaco Chamber of Commerce 1984-1987
- Chairman Weslaco Chamber of Commerce New Teacher Reception 1983
- Nominee for the United States Jaycees Outstanding Young Men of America 1983
- State of Texas Certified Volunteer Fireman for Weslaco Fire Department 1979-1987
- Certified Emergency Medical Technician 1979-1989
- Present Song Director and Treasurer for Bridge Ave Church of Christ

Previous Involvement in Surrounding Communities:

- Assistant Director of the South Texas Lamb & Sheep Exposition
- Donna 4-H Club Adult Leader
- State of Texas Lion Queen Contest Chairman 1986
- Director of Texas Lions League for Crippled Children 1986-1988-Kerrville, Texas

5/14/19

To: Mr. Andrew Munoz

Asst. City Manager/ Aviation Director

City of Weslaco

Dear Director Munoz,

It has come to my attention that my term as serving on the Weslaco Advisory Airport Board has expired. I would like to continue to serve on the airport board if the City Commissioners would approve.

The City has made many fine improvements to the Mid Valley Airport. As a pilot and as a tenant of the airport I appreciate all the city has done to make Mid Valley Airport the best general aviation airport in the Valley. Looking forward to hearing from you.

Yours truly,
Terry Barbee
Terry Barbee

Application for Service
City of Weslaco Boards and Committees

Name of Applicant: TERRY BARBEE	**Telephone Number:** 1-956-373-6846
E-Mail Address: PILOTWTB@gmail.com	**Alternate Phone Number (work/cell):**
Home Address: 1804 FOREST LANE	[ ] Inside City Limits [ ] Outside City Limits
City: WESLACO / **State:** TX	**Zip Code:** 78596
How many years have you lived at this residence? 66	**Do you own this house?** [✓] Yes or [ ] No

Preference for consideration, naming committees on which you desire to serve:

1.) airport advisory Board

2.)

3.)

List of Civic Involvement and Business Experience:

Have you been bonded or eligible to obtain one? [ ] Yes or [✓] No	**Have you sued the City?** [ ] Yes or [✓] No
Are you related to any member of the Commission? [ ] Yes or [✓] No	**If so, who and how?**
Have you previously served on a City board? [✓] Yes or [ ] No	**If so, which and when?**
Have you ever been elected to public office? [ ] Yes or [✓] No	**If so, which and when?**
Do you consent to release this info to the public? [✓] Yes or [ ] No	**Are you age 25 or older?** [✓] Yes or [ ] No
Do you certify the truthfulness of these statements and agree to the nepotism and attendance policies? [✓] Yes or [ ] No	**Timestamp of Receipt:**
Applicant's Signature: Terry Barbee	

Optional Demographic Information: Self Identification

Gender:

Age:

Race:

Religion:

Citizenship:

RESOLUTION NO. 2019-56

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE WESLACO MID-VALLEY AIRPORT COMMITTEE.

WHEREAS, the City of Weslaco has established the Weslaco Mid-Valley Airport Committee pursuant to Chapter 6 Airport Section 6-34 of the Weslaco Municipal Code of Ordinances; and,

WHEREAS, the members of this board shall serve staggered terms of three years with not more than three committee member's terms expiring on the same date; and,

WHEREAS, the Weslaco Mid-Valley Airport Committee members shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS the following individuals are appointed to serve expired and un-expired terms on the Weslaco Mid-Valley Airport Committee.

NAME	TERM ENDING
Raul Cabaza III	June 8, 2020
Art E. Beckwith	June 8, 2021
Don Holmes	June 8, 2021
Bud Payne	June 8, 2021
Terry Barbee	June 8, 2022
Randall Summers	June 8, 2022
Ramon Montalvo III	June 8, 2022

PASSED AND APPROVED on this 4th day of June 2019.

CITY OF WESLACO

_____

David Suarez, **MAYOR**

ATTEST:

_____

Myra L. Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

_____

Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: June 4, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2511

From:

Subject:
Discussion and consideration to approve Ordinance 2019-19 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-19. Possible action. (Staffed by Finance Department.)

Background:
A mid-year budget amendment is typically done to take into consideration previous City Commission actions that addressed emergency expenditures, a review of midyear financials that indicates overages in line items that could not be anticipated during budget preparation, or to plan other unfunded items that will be necessary before the end of the current fiscal year. When possible, we have tried to identify sources of revenue that can be used to cover the increased expenditures, but most expenditures will need to be funded from fund balance. Despite using fund balance, a sufficient amount of reserves will remain in place to cover 25% (or 90 days) of operating reserves, which is in accordance with our Fund Balance policy

Funding Source (budget code, if applicable)**:**
General Fund fund balance - 101-30055500
Water Fund fund balance - 501-30034000
Wastewater Fund - 508-30034000
Solid Waste Fund - 540-30034000
Water/Sewer Projects
Storm Water Improvement Plan - 416-30034000

Amount: $539,167.00	Term of Impact: BA FY 2018-2019	Identified in Current Budget:
$187,024.00	FY 2018-2019	No
$731,426.00	FY 2018-2019	No
$1,450.00	FY 2018-2019	No
$0.00	FY 2018-2019	No
$1,332,007.00	FY 2018-2019	No
		No

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)**:**

Molly Vallejo Vidal Roman Mike Perez	Created

City Manager Comments: Approve.
Staff Recommendation:
Attachments, if any: Budget amendment GF, Budget amendment - Other Funds, O2019-19 mid-year budget amendment
Responsibilities upon Approval:

Account Number	Dept / Function	Description	Expenditure	Revenue
101-4000-471100	Revenue	Property Rental not budgeted	$ -	$ 68,000
101-4000-478910	Revenue	State of the City contributions		19,280
101-4000-451330	Revenue	NIBRS Grant		904,025
101-4000-453210	Revenue	WISD - equip school placement vehicles		30,000
101-4000-452342	Revenue	LRGVDC -enhance PSAP Operations		26,349
101-4000-493000	Revenue	Other financing sources		29,962
101-5511-510010	Planning	Reduce Wages to offset some cost	(20,000)	
101-5511-510030	Planning	Temporary Wages	30,000	
101-5511-550100	Planning	Capital Outlay - Siemens Project	136,000	
101-5511-522440	Planning	Postage	2,000	
101-5511-544009	Planning	Animal Warden - offset cost	(1,000)	
101-5511-533010	Planning	Professional Services - Engineering Svcs	47,320	
101-5103-533010	City Secretary	Drainage Bond & Special Election	50,000	
101-5100-544046	City Secretary	Miscellaneous Expense overrunn	19,280	
101-5202-510080	Police	OVERTIME	114,000	
101-5202-511160	Police	Workers Compensation adjustment	(40,838)	
101-5202-544012	Police	Clothing & Linen	1,899	
101-5202-555639	Police	Maintenance - Radios (RGV Group)	18,948	
101-5202-522810	Police	Other services - Offset by grant	904,025	
101-5202-522810	Police	Equipment	56,349	
101-5206-510080	Fire	OVERTIME	110,000	
101-5206-511160	Fire	Workers Compensation adjustment	(15,105)	
101-5206-522632	Fire	Mtnce - Apparatus for re-cert Ladder 1	10,000	
101-5206-533010	Fire	Professional Services -Drug Testing	4,000	
101-5206-548020	Fire	Eqpt - Camera for new Brush Truck	13,000	
101-5208-544021	EMS	Medical Supplies - increase on calls	15,000	
101-5208-544021	EMS	Other supplies - additional calls	5,000	
101-5111-55010	I.T.	Capital Outlay - PEG funds for A/V	29,962	
101-5304-510080	Streets	Overtime - additional streets repairs	10,000	
101-5404-522636	Parks	Mtnce Vehicles - additional events	1,000	
101-5404-510080	Parks	Overtime - additional events	5,000	
101-5101-510080	Buildings	Overtime - unforeseen events	5,000	
101-5101-522380	Buildings	Utilities -Boys&Girls cntr not budgeted	15,000	
101-5101-550100	Buildings	Capital Outlay -unfunded HVAC/Lighting	35,000	
101-5140-522080	Other	Insurance & Bonds	55,943	
			1,616,783	1,077,616
		Impact on Fund Balance		**$ (539,167)**

Account	Department	Description	Expenditure	Revenue
Water Fund				
501-4000-433310	Revenue	Water Tapping Fees	$ -	$ 87,000
501-4000-492010	Revenue	Sale of Assets		16,476
501-5312-533012	Water Treatment	Inframark Annual increase	50,000	
501-5314-550100	Wa. Distribution	WTP removal of Pipes	10,500	
501-5315-522840	Meter Division	Unanticipated additional meters	230,000	
			290,500	103,476
		Impact on Fund Balance	**$ (187,024)**	
WasteWater Fund				
508-5322-550100	WW Treatment	Lift station repairs & pump repairs	$ 250,000	$ -
508-5324-510080	WW Collection	Workers comp overbilling	-	1,000
508-5324-510080	WW Collection	Overtime due to line breakage	3,000	
508-5324-522380	WW Collection	Utilities - under budgeted	50,000	
508-5324-522810	WW Collection	Other Services - unforeseen breakage	120,000	
508-5324-533012	Wa. Distr	Inframark Annual increase	14,000	
508-5324-533012	Wa. Distr	Transfer Out	295,426	
			732,426	1,000
		Impact on Fund Balance	**$ (731,426)**	
Solid Waste Fund				
540-4000-433660		Recycling Fees underestimated	$ -	$ 6,000
540-5332-510080		Overtime	1,200	
540-5332-522636		Maint. - Vehicles	2,000	
540-5332-544001		Office Supplies	350	
540-5332-544045		Other Supplies	1,000	
			4,550	6,000
		Impact on Fund Balance	**$ 1,450**	

CAPITAL PROJECTS FUND

Account	Department	Proj. Code	Description	Expenditure	Revenue
Water/Wastewater Fund (502)					
502-4000-490100	Revenue		Transfer In	$ -	$ 295,426
502-5324-553120	Capital Outlay (CO)	502-002	Pipe Burst on 3rd to 7th Street (balance)	18,457	
502-5324-553120	Capital Outlay (CO)		Pipe Burst on FM 1015	276,969	
				295,426	295,426
			Impact on Fund Balance	**$ -**	
Stormwater Impr Plan (416)					
416-5307-550100	Capital Outlay	5307-001	Engineering Services	$ 312,508	$ -
416-5307-550100	Capital Outlay	5307-002	Wells Incentive agreement	25,000	
416-5307-550100	Capital Outlay	5307-004	Land Acq. - Detention Pond	261,810	
416-5307-553120	Capital Outlay	5307-003	Tractor & Scraper	425,968	
416-5307-553120	Capital Outlay		Excavation Cost	114,000	
416-5307-553120	Capital Outlay	5307-005	Wheeled Excavator	192,721	
				1,332,007	-
			Impact on Fund Balance	**$ (1,332,007)**	
Solid Waste Fund					
540-4000-433660			Recycling Fees underestimated		6,000
540-5332-510080			Overtime	1,200	
540-5332-522636			Maint. - Vehicles	2,000	
540-5332-544001			Office Supplies	350	
540-5332-544045			Other Supplies	1,000	
				4,550	6,000
			Impact on Fund Balance	**1,450**	

ORDINANCE 2019-19

AN ORDINANCE AMENDING ORDINANCE NUMBER 2018-27, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019, FINDING NEED TO AMEND THE 2018-2019 MUNICIPAL BUDGET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2018-2019 budget; and

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

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

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

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

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

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

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

SECTION 4. APPROVAL. The 2018-2019 Official Budget, adopted by Ordinance 2018-27, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 4th day of June 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:

_____

Myra L. Ayala Garza, **CITY SECRETARY**

APPROVED AS TO FORM:

_____

Juan E. Gonzalez**, CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: June 4, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2513

From:

Subject:

Discussion and consideration on extension of franchise agreement with Liquid Environmental Solutions for grease trap collection and disposal services not to exceed seven years and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Background:
This is the fourteenth year with LES as our franchise provider of grease trap collection and disposal services. July 31, 2019 concluded the first extension agreement to our original franchise agreement awarded in 2005. In 2018 they collected 701,112 gallons of Grease/Water and paid the city $29,960.67 in franchise fees.

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)**:**

Molly Vallejo
Benjamin Worsham
Mike Perez

Created

City Manager Comments:
Approve.

Staff Recommendation:
Approve.

Attachments, if any:
2019 April 22 LES to City of Weslaco

Responsibilities upon Approval:

liquid
ENVIRONMENTAL
SOLUTIONS
Clean. Reliable. Innovative.

Office Of The
City Manager
MAY 15 2019
Weslaco, Texas

May 10, 2019

City of Weslaco
Mike R. Perez
City Manager
255 South Kansas Avenue
Weslaco, Texas 78596-6285

Dear Mr. Perez:

Thank you for your time as well as Mr. Pedraza and Mr. Cosme's time this past week in order to discuss the City's liquid waste franchise agreement with Liquid Environmental Solutions. This letter incorporates our discussion and commitments from last week's meeting on May 1st into our original 22 April letter proposing to extend the franchise for a second and final extension as per the original 2005 agreement. *We have added the deliverables and commitments we agreed to provide as part of the franchise extension in the final section of this letter (pages 9 and 10 of 10 for reference).*

As noted in our original letter of 22 April, we are midway through our fourteenth year working with the City as your franchise provider of grease trap collection and disposal services. All of us at Liquid Environmental Solutions (LES) look forward to continuing our successful relationship with the City. We are proud to service all of our Rio Grande Valley customers from our Weslaco operations center, led by lifetime Valley resident Michael Gonzalez – serving our clients throughout the Rio Grande Valley from our Weslaco Operations and Wastewater Treatment Facility located on Sugarcane Drive.

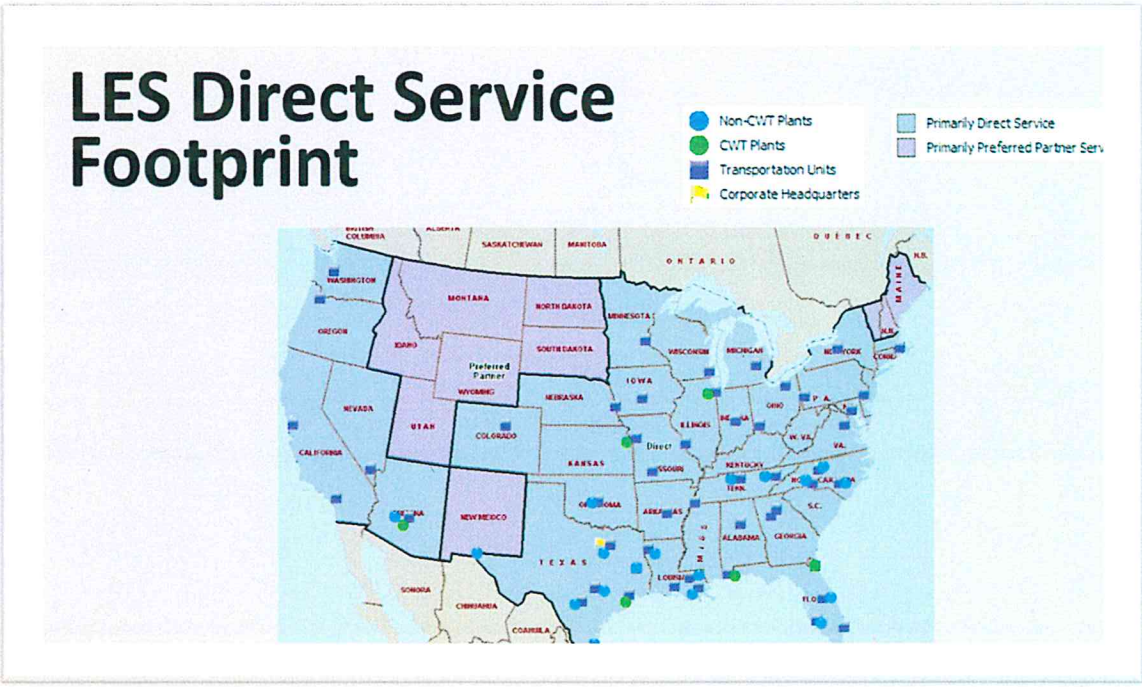
This year 2019 marks the conclusion (on July 31st) of our first extension agreement to our original franchise agreement (2005 award). As we have previously discussed, the original City RFP and our agreement allowed for up to two term extensions of seven years by mutual agreement; hence there is one additional extension term available for approval. It would be our honor and pleasure to continue working on behalf of the City and its food service establishments and we would like to formally request your and the City Commission's consideration of this seven year extension.

I would like to take a moment to brief you, Mayor Suarez and the City Commission on the current status of LES as the nation's leading service provider in the treatment of non-hazardous liquid waste, as well as reviewing the benefits that have accrued to the City from our grease trap waste franchise over the past thirteen plus years. In addition, we would like begin the process with you and the City Commission in order to receive the second of two authorized contract extensions defined in the original City of Weslaco RFP and City contract dated August 8, 2005.

Current Status of Liquid Environmental Solutions Corp

LES has grown significantly over our sixteen year history to serve the needs of our clients. Here are a few milestones we've reached in building our company since we began working on behalf of Weslaco:

- We now serve all fifty states, collecting and properly recycling or disposing of more than 400 million gallons of exclusively non-hazardous wastewater per year. We operate nationally from 52 branch locations, employ 780 employees and provide more than 125,000 services annually. We are the #1 collector of grease trap waste in the nation - serving nine out of the ten largest restaurant and food service companies, and are one of the largest non-hazardous wastewater service providers in North America.
- We operate twenty four state and locally permitted wastewater pretreatment facilities across the nation, twice that of any other company. Six of our plants are here in our home state of Texas, ***including of course our state of the art facility in Weslaco***.



LES Service Network spans all 50 States states of which LES provides direct service to 38 States and service via our Preferred Partner Network to 12 states as seen here

- As evidence of our firm Commitment to Sustainability and the Environment, LES recycles more than 98% of the wastewater we collect and manage for our customers. We recycle all of the water – treating and then delivering it into City owned Wastewater Treatment Plants, including Weslaco's– with strict adherence to local discharge limits and parameters. Whenever feasible, Fats, Oils and Greases (FOG) are recycled into a low grade fuel known as Brown Grease and we deliver dewatered FOG and food waste residuals to Waste to Energy Partners around the nation – converting our customer's waste into biofuel for methane "biogas" production.

Throughout our history and continuous growth, I'm pleased to note that some important things remain unchanged here at LES and specifically here in the Valley:

- We continue to employ six outstanding team members here in Weslaco, now led by Michael Gonzalez. Michael leads our Rio Grande Valley Operations at Site Manager, including Weslaco Franchise Supervision. Michael and his team also operate our award winning TCEQ Type V Permitted Grease Trap Waste Treatment Facility and he works hand in hand with City Code Enforcement to ensure all City restaurants and food service establishments are in compliance with the City's wastewater discharge requirements.

- We remain committed to our original *Three Pillars of LES* that the company was built upon: 1) Commitment to the Environment; 2) Commitment to Safety and Compliance; and 3) Commitment to Outstanding Customer Service. We've received numerous awards over the years citing our strong record of environmental compliance, safety for our employees as well as the public, and compliance record with the agencies that regulate our industry. I will note that we did make one change to our Pillars – *adding a 4th Pillar: Commitment to Continuous Improvement.* We have found that both our customers and employees frequently bring new and better solutions for our consideration – which we carefully consider and deploy whenever feasible. Thus we stay grounded to key principals at the same time we look for ways to raise the bar higher.
- Our excellent safety record and rigorous risk management program continues to provide us with the highest level of client protection in our industry. ***We are the only company in non-hazardous wastewater management providing customers, including the City of Weslaco with $15 million environmental and umbrella insurance coverage, all from***

carriers with an AM Best rating of "A" (Excellent) and "XV" Financial Size Rating for firms with $2 Billion or more capacity.

- We continue to have the youngest and best equipped fleet of vacuum tankers in our industry, providing the latest in safety, noise and odor control systems that minimize our impact on the highway and environment. All of our vacuum tankers have pressure washers that allow our service technicians to truly clean each grease trap thoroughly, which allows us to provide comprehensive inspection and identify grease trap structural integrity. Nationally, the LES Fleet now includes more than 350 vacuum tankers ranging in size from 500 gallons to 6800 gallon capacity.

Status of the LES – Weslaco Franchise

The results of the City's Grease Trap Waste Collection Contract that was signed on July 8th, 2005 were formally analyzed by the City at the end of the first year of operations and presented to the City Commission in February 2007, documenting the Franchise' solid operational and financial success. The data collected after Year One showed that, over the life of the first seven year term in the Franchise, the City would receive collective economic benefits totaling more than $570,000 or $81,500 per year. To quote the City Report:

"The City will see collective economic benefits totaling just over $570,000 for the seven year duration of the contract ($81,500 annually), equal to $60 per household ($8.71 annually) or $4,290 per Food Service Establishment (FSE) ($613 annually). These savings will come from a reduction in treating and processing grease at the wastewater treatment plant, a reduction in the costs of responding to sewer back-ups and spills attributed to FSEs, a reduction in the costs of chemicals needed to treat grease "hot spots" and the savings the City received from a franchisee provided city-wide inspection of every grease trap and a continuing public information campaign to local FSEs that is paid for by the franchisee.

Direct Annual Financial Benefit: Fees paid to the City by LES

The franchise agreement with LES provides the City with two forms of direct income annually. There is a 10% franchise fee on all receipts that LES collects for grease trap services provided to Weslaco food service establishments. In addition, there is a 3% billing fee on each invoice that is paid to the City in return for City-direct billing of grease trap services within the Food Service Establishment's Water Bill. Through yearend 2018, over that thirteen year and three months period that LES has been a franchise service provider, Weslaco has received **$312,213** in franchise and billing fees. Annual receipts are as follows:

Weslaco Franchise Payments

YEAR ENDED	FF/DISCOUNT EARNED
12/31/2005	3,540.95
12/31/2006	17,073.74
12/31/2007	16,256.58
12/31/2008	22,323.30
12/31/2009	21,283.34
12/31/2010	19,413.41
12/31/2011	21,460.51
12/31/2012	23,841.48
12/31/2013	24,739.18
12/31/2014	27,636.39
12/31/2015	29,451.38
12/31/2016	26,105.59
12/31/2017	29,126.90
12/31/2018	29,960.67

Total: $312,213.08

As the City has grown and added new food establishments have opened up, services have increased and franchise/billing fees rise accordingly. Using the past five year period as a conservative baseline for future fee projections, annual fees over 2017-18 have averaged $28,456.19. ***At this activity level (no additional growth projected) $199,193 will accrue to the City Treasury over a second contract extension (seven years from 8/1-2019 to 7/31/2026).*** *We note that this is in addition to cost budgetary offsets that accrue from reduced sewer line maintenance and wastewater treatment plant costs that proper grease trap maintenance provide.*

Impact of the Change from an Exclusive to Non-Exclusive Franchise: No Impact

When Weslaco awarded its franchise to LES following the public bidding process, several companies (some which did not nor have they never served the RGV) sought to protect their existing business by first filing suit against the City and LES to block the franchise. This failed

but led to a group of grease trap service companies lobbying for relief from their representatives in the Texas State Legislature. The result was a new law enacted in the 2007

Legislative session which bared cites from enacting ***exclusive*** liquid waste franchises. While Cities in Texas clearly had the right to enact grease trap service franchises and define service requirements, the new law precluded issuing an exclusive franchise. Accordingly, the Weslaco City Commission modified and LES accepted its franchise to be non-exclusive and open to any company that agreed to comply with the City's franchise requirements as were being followed by LES.

The result was somewhat surprising: no other companies applied to be a franchise service provider. While several companies enquired, they appeared to be unwilling to provide the full complement of regulatory services Weslaco called for in addition to paying the City a franchise fee.

(Note: in its original RFP, the City requested from applicants a proposed fee but did not specify a specific fee or amount. LES in its proposal offered the 10% fee, which is generally still consistent with franchise fees paid by waste haulers in (still legal) exclusive solid waste collection franchises).

As a result, in 2012 the City and LES agreed to its first (seven year) contract extension. That extension began August 1st, 2012 and continues through July 31st of this year, with the original agreement providing with mutual agreement of the parties for a second contract extension of seven years.

LES Operations here in Weslaco

The Company operates one of the only TCEQ Permitted Wastewater Pretreatment Facilities in the Valley, located at 1825 East Sugar Cane Drive:

The advantage of being your local Weslaco based vendor

One of the distinct advantages that LES offers Weslaco and its food service establishments is proximity and a close working relationship with the City's Code Enforcement team. All locations are well known

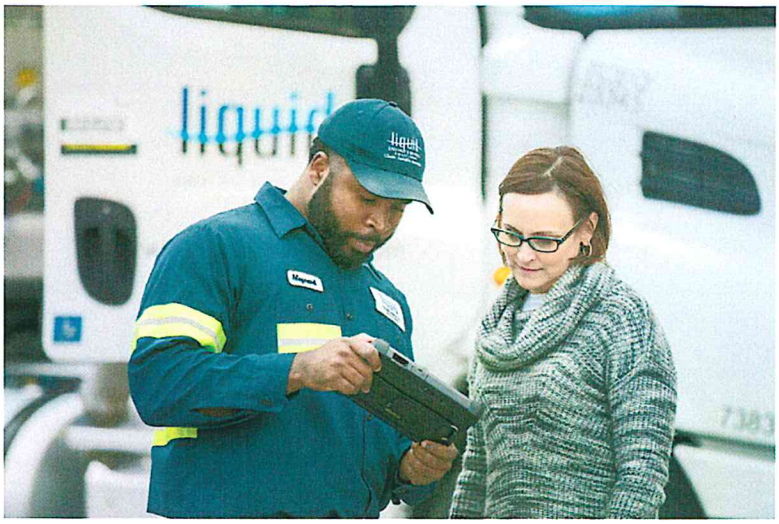
and inspected when serviced (typically quarterly to comply with City requirements and TCEQ recommendation) to protect both wastewater processing and the grease trap infrastructure itself. In addition, LES Weslaco team members are close by and available to troubleshoot issues identified by Code Enforcement before they become bigger problems. This saves money from two perspectives. The City saves money in reduced wastewater collection system maintenance costs; at the same time the Food Service Establishment saves money by avoiding major repairs and unnecessary services (for example, LES frequently identifies plumbing related problems that are not grease trap related, often saving an unscheduled pump out). As a local Weslaco based business LES is proud to be more than a simple grease trap pumping company to the City and its businesses.

LES willingness to enter into the second (of two) allowed Contract Extensions as per the original Agreement: Term to be August 1, 2019 to July 31, 2026

Pertaining to this proposed Contract Extension, Section 4.2 of the Original Agreement between the City and LES is as follows:

> ***4.2 Renewal:*** *The primary term of this Agreement may be extended by agreement of the parties for a total of two (2) additional seven year periods upon the same terms and conditions as herein set forth. In order for the primary term to be extended for a first renewal term, the Contractor must notify the City in writing of its desire to extend the primary term for an additional seven (7) year period, such notice to be given no more than ninety (90) days prior to the end of said primary term. The City shall, after the Contractor gives such notice, have thirty (30) days in which to notify the Contractor of its agreement to extend the term of the Agreement, failing in which the Agreement will expire as provided for herein.*

The First Extension, by which the City and LES are operating under at this time was effective August 1, 2012 and continues to July 31, 2019. Accordingly, LES intends to provide proper notice on Friday, May 3rd of our desire to extend the agreement for a second and final extension period, which would be effective from August 1, 2019 to July 31st 2026.



In support of City Commission consideration of this extension, we are prepared at your invitation to present formally to the Commission and public upon the status of the franchise and its many benefits over the years to the City.

Opportunity to reincorporate Grit Trap Waste into the Franchise Agreement

We would like to present for your and staff consideration a proposal to include grit trap maintenance within the franchise. The original RFP of the City requested proposals to service both Grease and Grit Traps, and our original proposal agreed to provide all such services, though the City Commission ultimately elected to eliminate grit traps from the final franchise agreement.

Grit traps are required infrastructure for capturing automotive waste at carwashes, automotive dealerships and other motor vehicle related businesses. Just as grease traps prevent fats oils and grease to enter the sewer system, grit traps are designed to remove hydrocarbons, other oily lubricants and solid waste contaminated by automotive lubricants before they can reach the City Sewer system.

While there are far fewer automotive-related business establishments within Weslaco's boundaries versus the growing number of Food Service Establishments in the City, we respectfully submit that grit and associated oily waste is an appropriate concern for City oversight in protecting Weslaco's wastewater infrastructure. As the Franchise agreement is non-exclusive, this is a means for the City to establish best practices for all approved liquid waste haulers operating within the City limits, after which LES and any other approved vendor would be available to provide all required services at the service intervals determined by the City (most likely via Planning and Code Enforcement).

LES already provides grit (and Oil/Water Separator) services to several Weslaco business establishments, including the Walmart Supercenter on Texas Blvd. Prior to City consideration of the current Franchise extension this summer, LES is prepared to work with City Staff to determine the impacts and benefits of adding grit into the Franchise agreement for the final seven year term of the agreement.

Additional deliverables Liquid Environmental Solutions agrees to provide within the seven year extension, to be effective August 1, 2019 through July 31, 2026.

At our May 1st meeting and discussion with you, Mr. Pedraza and Mr. Cosme, we discussed the benefit of providing additional grease trap monitoring and service information to the City on a regular basis as part of the contract extension. We agree to provide the City with the following additional services:

1. To kick off the new contract term, LES will provide an inspection and report upon all grease traps within first 90 days of contract extension. As part of the inspection, LES Service Technicians will measure the amount of grease and solids that are present, using LES "Sludge Judge" devices, a clear tube gage which is inserted to provide a percentage of grease (top layer), water (middle layer) and food waste solids (bottom layer) in the trap. This monitoring will create a record of trap operating performance and allow the City to determine if more or less service is required.

2. Thereafter, as part of each grease trap service, prior to conducting the service LES Service Technicians will measure the amount of grease and solids that are present with the LES "Sludge Judge" device.
3. Monthly management reporting will be provided to the City Administration on all grease traps in the City. LES will provide Mr. Pedraza and Code Enforcement with a QSR: Quality Service Report – a copy of which is attached hereafter for reference. The City QSR will identify locations, last service date, next service date, service frequency, trap size and Sludge Judge Measurement data (Trap Saturation Level %), allowing for thorough analysis of maintenance and operation of all grease traps overseen by Weslaco Code Enforcement.

In closing, I want to again thank you and the City of Weslaco for meeting with us last week and of course for your longstanding business. We are pleased to have provided nearly fourteen years of tangible environmental and financial performance to the City via your franchise, and we welcome the opportunity to work with you well into the future in protecting an important part of Weslaco's wastewater infrastructure.

Sincerely,

Dana King
Senior Vice President
Liquid Environmental Solutions Corp.

cc: Peter Crane – Vice President, Customer Solutions
Robert Rangel – Regional Vice President, South Texas
Michael Gonzalez – Weslaco Site Manager

Customer ID	Location Name	Address	Fee	Freq	LSD	NSD	TRAP 1	Saturation Level %
517433-00006	HEB - WESLACO 1 #231	1004 N TEXAS	$0.00	13	01/01/1900	05/07/2014	1250	TBN
517433-00247	HEB - WESLACO 2 #485	310 NORTH WESTGATE DR	$0.00	13	01/01/1900	05/07/2014	2500	TBN
403153-00048	CASA DE MARISCOS	502 W PIKE BLVD	$161.29	4	02/27/2019	03/27/2019	200	TBN
403153-00052	BLUE ONION RESTAURANT	423 S INTERNATIONAL	$990.00	12	01/16/2019	04/10/2019	3000	TBN
403153-00111	GOLDEN CORRAL	300 W EXPRESSWAY 83	$330.00	4	03/13/2019	04/10/2019	1000	TBN
403153-00243	KFC-G135213	421 W HIGHWAY 83	$371.00	12	01/16/2019	04/10/2019	1400	TBN
403153-00235	APPLEBEES #47	1829 W. EXPRESSWAY 8	$448.00	12	01/18/2019	04/12/2019	1400	TBN
403153-00228	ARTUROS BAR AND GRILL	2303 W EXPRESSWAY 83	$660.00	12	01/21/2019	04/15/2019	2000	TBN
403153-00051	BURGER KING	419 1/2 S INTERNATIONAL	$231.00	12	01/21/2019	04/15/2019	700	TBN
403153-00043	CIROS RESTAURANT	1506 W PIKE BLVD	$495.00	12	01/21/2019	04/15/2019	1500	TBN
403153-00042	DENNYS RESTAURANT	1416 W EXPRESSWAY 83	$330.00	12	01/21/2019	04/15/2019	1000	TBN
403153-00041	FRANKIES DRIVE THRU	401 W BUSINESS 83	$161.29	12	01/21/2019	04/15/2019	300	TBN
403153-00216	GORDITAS DONA TOTA	1504 EXP 83	$165.00	12	01/21/2019	04/15/2019	500	TBN
403153-00250	KHANS GRILL	2307 E EXPRESSWAY 83	$660.00	12	01/22/2019	04/16/2019	2000	TBN
403153-00254	WING STOP	1210 W EXPRESSWAY 83 SUITE D	$594.00	12	01/24/2019	04/18/2019	1800	TBN
403153-00280	LAGUNA AZUL	1501 N WESTGATE	$330.00	13	01/16/2018	04/20/2019	1000	TBN
403153-00204	PECKERS BAR AND GRILL	1600 N WETGATE	$330.00	12	01/28/2019	04/22/2019	1000	TBN
403153-00103	SOUTH TEXAS COLLEGE	400 N BORDER	$330.00	12	01/29/2019	04/23/2019	1000	TBN
403153-00245	TACO PALENQUE	1022 W EXP 83	$660.00	12	01/29/2019	04/23/2019	2000	TBN
403153-00050	BURGER KING	1617 N TEXAS	$330.00	12	02/04/2019	04/29/2019	1000	TBN
403153-00096	HEB #231	1004 N TEXAS	$594.00	12	02/04/2019	04/29/2019	1800	TBN
403153-00271	TAQUERIA TORRES	303 W BUSINESS 83	$165.00	12	02/04/2019	04/29/2019	500	TBN
403153-00006	WESLACO ISD -ARMANDO CUELLAR	1201 S BRIDGE	$660.00	26	10/29/2018	04/29/2019	2000	TBN
403153-00288	CDI HS MS-TX-WESLACO-	2711 S BRIDGE ST	$330.00	12	02/05/2019	04/30/2019	1000	TBN
403153-00289	CDI HS MS-TX-WESLACO-REAR	2711 S BRIDGE ST	$330.00	12	02/05/2019	04/30/2019	1000	TBN
403153-00284	DOMINOS PIZZA	400 W EXPRESSWAY 83	$330.00	4	02/28/2019	04/30/2019	1000	TBN
403153-00240	HAPPINESS CUPCAKE	514 S. TEXAS	$160.00	12	02/05/2019	04/30/2019	500	TBN
403153-00278	MEXICAN RESTAURANT	1609 W BUSINESS 83	$330.00	12	02/05/2019	04/30/2019	1000	TBN
403153-00002	WESLACO ISD - HIGH SCHOOL	1005 W PIKE	$495.00	26	10/30/2018	04/30/2019	1500	TBN
403153-00013	WESLACO ISD -CENTRAL MIDDLE	506 E 6TH ST	$495.00	26	10/30/2018	04/30/2019	1500	TBN
403153-00190	WESLACO ISD -MARIO YBARRA	1800 E MILE 10 RD	$495.00	26	10/30/2018	04/30/2019	1500	TBN
403153-00004	WESLACO ISD -MARY HOGE	2302 N INTERNATIONAL	$660.00	26	10/31/2018	05/01/2019	2000	TBN
403153-00176	BUFFALO WINGS AND RINGS	1600 N WESTGATE	$462.00	12	02/07/2019	05/02/2019	1400	TBN
403153-00100	YBARRAS CAKE SHOP	600 W RAILRD	$165.00	2	04/18/2019	05/02/2019	500	TBN
407455-00001	MILANOS LA PICCOLA ITALIA	2900 W PIKE BLVD	$620.00	12	02/08/2019	05/03/2019	500, 500,	TBN
403153-00195	OLIVE GARDEN	801 EAST EXPRESSWAY 83	$594.00	12	02/08/2019	05/03/2019	1800	TBN
403153-00079	SONIC DRIVE IN	303 N WESTGATE	$330.00	12	02/08/2019	05/03/2019	1000	TBN
403153-00113	LONG JOHN SILVERS #31110	1201 W BUSINESS 83	$165.00	8	03/11/2019	05/06/2019	500	TBN
403153-00021	SUN RISE CAFE	301 N TEXAS	$161.29	12	02/11/2019	05/06/2019	300	TBN
403153-00251	TAQUERIA EL COMPADRE	1310 W PIKE	$330.00	12	02/11/2019	05/06/2019	1000	TBN
403153-00019	TAQUERIA EL ZARAPE #10	1821 N TEXAS	$165.00	8	03/11/2019	05/06/2019	500	TBN
403153-00106	WHATABURGER #350	1100 N TEXAS	$330.00	6	03/25/2019	05/06/2019	1000	TBN
403153-00084	CHURCHS FRIED CHICKEN #197	205 W BUSINESS 83	$412.50	6	03/26/2019	05/07/2019	1250	TBN
403153-00112	HEB #485	310 N WESTGATE	$825.00	12	02/12/2019	05/07/2019	2500	TBN
403153-00257	KENO CAFE	253 S TEXAS BLVD	$167.28	12	02/14/2019	05/09/2019	300	TBN
403153-00238	CHICK FIL A	1200 E EXP. 83	$368.33	12	02/15/2019	05/10/2019	1000	TBN
403153-00171	STARBUCKS #13420	1915 W EXPRESSWAY 83	$495.00	12	02/15/2019	05/10/2019	1500	TBN
403153-00020	WENDYS #44	925 N TEXAS	$640.00	12	02/15/2019	05/10/2019	2000	TBN
403153-00015	WESLACO ISD -AIRPORT ELEM	410 N AIRPORT	$660.00	26	11/09/2018	05/10/2019	2000	TBN
403153-00220	NUESTA FAMILIA ADULT	1010 SOUTH UTAH	$495.00	26	11/12/2018	05/13/2019	1500	TBN
403153-00072	MCDONALDS RESTAURANT	3318 E BUSINESS 83	$330.00	12	02/19/2019	05/14/2019	1000	TBN

403153-00078	SEVILLA CAFE	241 S TEXAS	$165.00	12	02/19/2019	05/14/2019	500	TBN
403153-00252	WESLACO REHAB HOSPITAL	906 S. JAMES ST	$660.00	12	02/19/2019	05/14/2019	2000	TBN
403153-00121	LINS GRAND BUFFET	1402 W. EXPRESSWAY 83	$1,650.00	16	01/23/2019	05/15/2019	5000	TBN
403153-00242	NUESTRA FAMILIA	602 E 6TH ST	$165.00	24	11/28/2018	05/15/2019	500	TBN
403153-00222	SOUTH TEXAS EDUCATION	2402 E. BUSINESS 83	$312.84	12	02/22/2019	05/17/2019	948	TBN
403153-00110	CHILIS #883	1412 W EXPRESSWAY 83	$627.00	12	02/25/2019	05/20/2019	1900	TBN
403153-00258	KUMORI	2017 W. EXPRESSWAY 83 STE 7 &	$660.00	12	02/25/2019	05/20/2019	1000	TBN
403153-00225	LONG HORN STEAKHOUSE	701 E. EXPRESSWAY 83	$660.00	12	02/25/2019	05/20/2019	2000	TBN
403153-00286	MARI CHUY'S	203 BRIDGE AVE	$330.00	12	02/25/2019	05/20/2019	1000	TBN
403153-00265	RAISING CANES #249	1100 NORTH WESTGATE DRIVE	$561.00	12	02/25/2019	05/20/2019	1700	TBN
403153-00197	VALLEY GRANDE MANOR	1212 S BRIDGE	$330.00	12	02/25/2019	05/20/2019	1000	TBN
403153-00138	GARCIAS FIESTA TEX MEX	615 W BUSINESS 83	$330.00	8	03/26/2019	05/21/2019	1000	TBN
403153-00285	BAR B CUTIE SMOKE HOUSE	812 W HWY 2	$660.00	12	02/28/2019	05/23/2019	2000	TBN
403153-00031	LA ABUELA MEXICAN FOODS	1904 JOE STEPHENS	$396.00	12	02/28/2019	05/23/2019	1200	TBN
403153-00146	LA MICHOACANA MEAT MARKET	3001 E EXPRESSWAY	$495.00	8	03/28/2019	05/23/2019	1500	TBN
403153-00267	LITTLE MIRACLES	1221 E 10TH ST	$330.00	12	02/28/2019	05/23/2019	1000	TBN
403153-00215	EL CLUB ADULT DAYCARE	501 N WESTGATE	$330.00	12	03/01/2019	05/24/2019	1000	TBN
511404-00001	NANA'S TAQUERIA	1802 S INTERNATIONAL BLVD	$183.75	4	04/29/2019	05/27/2019	1000	TBN
403153-00022	STARS DRIVE IN	617 W BUSINESS 83	$330.00	24	12/10/2018	05/27/2019	1000	TBN
403153-00017	WESLACO ISD - RAUL GONZALEZ	3801 N 5 1/2 WEST	$660.00	26	11/26/2018	05/27/2019	2000	TBN
403153-00014	WESLACO ISD -BEATRIZ GARZA	1111 W SUGARCANE	$1,320.00	26	11/26/2018	05/27/2019	4000	TBN
403153-00009	WESLACO ISD -NORTH BRIDGE	2001 N BRIDGE	$495.00	26	11/26/2018	05/27/2019	1500	TBN
403153-00005	WESLACO ISD -RUDY SILVA ELEM	1001 W MILE 10	$660.00	26	11/26/2018	05/27/2019	2000	TBN
403153-00123	I HOP	2201 W EXPRESSWAY 83	$990.00	12	03/11/2019	06/03/2019	3000	TBN
403153-00081	PIZZA HUT #035	1302 N TEXAS	$330.00	8	04/08/2019	06/03/2019	1000	TBN
403153-00016	WESLACO ISD - EAST HIGH SCHOOL	810 S PLEASANT VIEW	$627.00	26	12/03/2018	06/03/2019	1900	TBN
403153-00007	WESLACO ISD -DR R E MARGO ELEM	1701 S BRIDGE	$660.00	26	12/03/2018	06/03/2019	2000	TBN
403153-00237	IDEA ACADEMY- WESLACO	2931 E. SUGAR CANE DR	$825.00	26	12/04/2018	06/04/2019	2500	TBN
403153-00029	MONTERREY CAFE	118 N TEXAS	$161.29	12	03/12/2019	06/04/2019	400	TBN
403153-00268	PIZZA EXPRESS	2422 E BUSINESS 83	$165.00	12	03/12/2019	06/04/2019	500	TBN
403153-00090	SALAZAR RESTAURANT	553 W PIKE BLVD	$165.00	12	03/12/2019	06/04/2019	500	TBN
403153-00057	WALMART #1041	1310 N TEXAS	$660.00	12	03/12/2019	06/04/2019	2000	TBN
403153-00065	EL PATO RESTARUANT	209 N WESTGATE	$330.00	12	03/13/2019	06/05/2019	1000	TBN
403153-00114	PIZZA HUT #006	623 W BUSINESS 83	$330.00	12	03/13/2019	06/05/2019	1000	TBN
403153-00018	WESLACO ISD -AN TONY RICO ELEM	2202 N INTERNATIONAL	$396.00	26	12/13/2018	06/13/2019	1200	TBN
403153-00076	RETAMA MANOR	721 S AIRPORT	$396.00	8	04/19/2019	06/14/2019	1200	TBN
403153-00213	CHECO CONVENIENT STORE	1012 E 18TH ST	$165.00	12	03/25/2019	06/17/2019	500	TBN
403153-00101	CHINA COAST	1008 N TEXAS	$161.29	12	03/25/2019	06/17/2019	350	TBN
403153-00159	CHURCHS	3218 E BUSINESS 83	$330.00	12	03/25/2019	06/17/2019	1000	TBN
403153-00064	DAIRY QUEEN RESTAURANT	916 N TEXAS	$330.00	12	03/25/2019	06/17/2019	1000	TBN
403153-00039	GREAT CHINA	1015 N TEXAS	$330.00	12	03/25/2019	06/17/2019	1000	TBN
403153-00055	TEJANO C MART LLC	1540 E BUSINESS 83	$165.00	12	03/25/2019	06/17/2019	500	TBN
403153-00209	WESLACO NURSING CENTER	422 E. 18TH ST	$495.00	12	03/25/2019	06/17/2019	1500	TBN
403153-00173	BUFFALO WILD WINGS	1909 W EXPRESSWAY 83	$660.00	12	03/26/2019	06/18/2019	2000	TBN
403153-00045	CINEMARK MOVIES 10	2113 W EXPRESSWAY 83	$330.00	12	03/26/2019	06/18/2019	1000	TBN
403153-00287	EDITH'S KITCHEN	1501 W BUSINESS 83	$165.00	12	03/26/2019	06/18/2019	500	TBN
403153-00097	ELKS LODGE	201 S BORDER	$165.00	12	03/26/2019	06/18/2019	500	TBN
403153-00104	LUBYS # 187	2001 W EXPRESSWAY 83	$990.00	12	03/26/2019	06/18/2019	3000	TBN
403153-00283	MI REYNA BAKERY	1504 W PIKE	$340.00	12	03/26/2019	06/18/2019	1000	TBN
403153-00273	SLIM CHICKENS	1402 N WESTGATE DR	$330.00	12	03/26/2019	06/18/2019	1000	TBN
403153-00269	CILANTROS BY RICO SALUDABLE	900 N BORDER AVE	$330.00	12	03/27/2019	06/19/2019	1000	TBN
403153-00233	EL DORADO RESTAURANT	318 W PIKE	$165.00	12	03/27/2019	06/19/2019	500	TBN

403153-00073	MCDONALDS #5132	1015 N TEXAS	$330.00	12	03/27/2019	06/19/2019	1000	TBN
403153-00087	TACO BELL #19806	1006 N TEXAS	$330.00	12	03/27/2019	06/19/2019	1000	TBN
403153-00085	JOHN KNOX VILLAGE	1300 S BORDER ST	$161.29	12	03/28/2019	06/20/2019	300	TBN
403153-00248	NEIGHBORHOOD MKT #6159	1600 S TEXAS BLVD	$495.00	12	03/28/2019	06/20/2019	1500	TBN
403153-00027	PETER PIPER PIZZA	3101 E EXPRESSWAY 83	$330.00	12	03/28/2019	06/20/2019	1000	TBN
403153-00008	WESLACO ISD -MEMORIAL ELEM	910 W 18TH	$660.00	26	12/21/2018	06/21/2019	2000	TBN
403153-00227	PANDA EXPRESS #2208	904 N. TEXAS BLVD	$330.00	13	03/25/2019	06/24/2019	1000	TBN
403153-00281	JANIE'S RESTAURANT	1525 N TEXAS STE B	$330.00	13	03/27/2019	06/26/2019	1000	TBN
403153-00066	FIESTA TORTILLA FACTORY	1605 N TEXAS	$462.00	12	04/08/2019	07/01/2019	1400	TBN
403153-00083	JACK IN THE BOX #0003933	1538 N TEXAS BLVD	$330.00	12	04/08/2019	07/01/2019	1000	TBN
403153-00223	TORTILLERIA PROGRESSO	2504 N BRIDGE ST	$231.00	12	04/08/2019	07/01/2019	700	TBN
403153-00080	CICIS PIZZA	1901 E EXPRESSWAY 83	$330.00	12	04/09/2019	07/02/2019	1000	TBN
403153-00099	VALERO CORNER STORE DIAMOND	3225 E EXPRESSWAY 83	$330.00	12	04/09/2019	07/02/2019	1000	TBN
403153-00115	WHATABURGER #899	318 N WESTGATE DR	$495.00	12	04/09/2019	07/02/2019	1500	TBN
403153-00266	CAFE JARDIN	1414 E PIKE BLVD	$156.61	16	03/13/2019	07/03/2019	150	TBN
403153-00274	IDEA PUBLIC SCHOOL - HQ	2115 W PIKE BLVD	$726.00	24	01/16/2019	07/03/2019	2200	TBN
403153-00234	STRIPES #7301	1919 W HWY 83	$555.85	12	04/10/2019	07/03/2019	1000	TBN
403153-00070	KNAPP MEDICAL CENTER	1401 E 8TH	$396.00	12	04/11/2019	07/04/2019	1200	TBN
403153-00075	MI TAQUERIA JALISCO	108 N TEXAS	$330.00	12	04/11/2019	07/04/2019	1000	TBN
403153-00256	ORALE SUPER TACO	303 E BUSINESS 83	$660.00	12	04/11/2019	07/04/2019	1000	TBN
403153-00174	RICHIES KITCHEN	807 S BRIDGE	$165.00	12	04/11/2019	07/04/2019	500	TBN
403153-00210	MARISCOS DEL MAR	2017 W EXPRESSWAY 83	$330.00	26	01/09/2019	07/10/2019	1000	TBN
403153-00282	7-ELEVEN	2455 N INTERNATIONAL	$340.00	12	04/18/2019	07/11/2019	1000	TBN
403153-00247	CARNICERIA PROGRESSO	2504 N BRIDGE	$165.00	12	04/19/2019	07/12/2019	500	TBN
403153-00047	CHENTES TORTILLA FACTORY	100 N TEXAS	$165.00	12	04/19/2019	07/12/2019	500	TBN
403153-00141	MARINES BAKERY	201 S TEXAS	$330.00	12	04/19/2019	07/12/2019	1000	TBN
403153-00107	WHATABURGER #026	1500 E HWY 83	$528.00	12	04/19/2019	07/12/2019	1600	TBN
403153-00214	CHUCK E CHEESE	725 E EXPRESSWAY 83	$495.00	12	04/23/2019	07/16/2019	1500	TBN
403153-00069	CORTEZ HOTEL LD	260 S TEXAS	$330.00	16	03/26/2019	07/16/2019	1000	TBN
403153-00120	EL MEXICANO BAKERY	800 E PIKE	$165.00	12	04/23/2019	07/16/2019	500	TBN
403153-00231	POPEYES	1917 W EXP 83	$330.00	12	04/23/2019	07/16/2019	1000	TBN
403153-00062	STRIPES #9121	102 W EXPRESSWAY 83	$330.00	12	04/23/2019	07/16/2019	1000	TBN
403153-00275	IDEA PUBLIC SCHOOL	1000 E PIKE BLVD	$891.00	12	04/24/2019	07/17/2019	2700	TBN
403153-00092	PALM AIRE BEST WESTERN	415 S INTERNATIONAL	$594.00	12	04/24/2019	07/17/2019	1800	TBN
403153-00036	SIZZLING CAESARS #703	209 W BUSINESS 83	$330.00	12	04/29/2019	07/22/2019	1000	TBN
403153-00193	PINS AND CUES	14 PLAZA LOS ENCINOS	$330.00	24	02/12/2019	07/30/2019	1000	TBN
403153-00219	JUANITOS RESTAURANT	1520 E. 6TH ST	$330.00	16	04/19/2019	08/09/2019	1000	TBN
403153-00185	SENOR TACO	1421 N WESTGATE	$990.00	24	02/26/2019	08/13/2019	1000,	TBN
403153-00124	LOS PENTECOSTALES	502 W SUGARCANE	$165.00	24	02/27/2019	08/14/2019	500	TBN
403153-00198	WISD SAM HOUSTON	608 CANTU ST	$1,089.00	24	03/01/2019	08/16/2019	3300	TBN
403153-00277	NUESTRA FAMILIA ADULT DAYCARE	1000 S UTAH	$330.00	26	02/22/2019	08/23/2019	1000	TBN
403153-00255	QUICK MART	623 N AIRPORT DR	$330.00	24	03/12/2019	08/27/2019	1000	TBN
403153-00012	WESLACO ISD -CLECKLER HEALD	1601 W SUGARCANE	$330.00	26	04/09/2019	10/08/2019	1000	TBN
403153-00205	SAN MARTIN DE PORRES PARISH	901 N TEXAS	$165.00	52	04/11/2019	04/09/2020	500	TBN

Standardized Agenda Request Form

Date of Meeting: June 4, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2514

From:

Subject:
Discussion and consideration to purchase a 2019 190GW FT4 Wheeled Excavator in the amount of $192,720.85 from Dogget Heavy Machinery Services, through Buyboard Contract #515-16 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)**:**

Molly Vallejo Pete Garcia Mike Perez	Created

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval

Attachments, if any:
WHEELED EXCAVATOR QUOTE, city of weslaco 190G buy back 05-31-19

Responsibilities upon Approval:

DOGGETT
Heavy Machinery Services

JOHN DEERE

04-12-19
Mr. Pete Garcia
Public Works Director
1912 Joe Stephens Ave.
Weslaco, Texas 78599

Mr. Garcia, thank you for allow Doggett Heavy Machinery to quote you John Deere Construction Equipment. All New John Deere Construction equipment above 75 hp comes equipped with JDLink which is John Deere Telematics system (GPS). We also offer a variety of options for Full or Extended Warranty beyond the First year of Basic Warranty. Here is the Buy Board sales price for a 2019 John Deere 190GW Wheeled Excavator, Once again thank you for the opportunity to Quote John Deere equipment, feel free to contact me at anytime if you have any questions, thank you.

190GW FT4 Wheeled Excavators

Code	Description	Qty	List Price
7391FF	190GW FT4 Wheeled Excavators		**$331,958.00**

Options

Required Items:

170C	JDLink Ultimate - 5yrs Includes JDLink hardware: integrated cab wiring harness, antenna, 4G LTE modular telematics gateway (MTG), Wi-Fi data transfer, Blue Tooth capability and JDLink Ultimate activation. JDLink utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLink hardware to restore functionality. Includes 5 year subscription. Annual subscription renewal required after 5 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions. Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software	1	No Added Cost

	agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.		
5480	Front & Rear Outriggers	1	$5,798.00
6870	Variable Geometry Boom with 2.71 M (8 ft. 11 In.) Arm Allows boom to be tucked rearward for more compact and stable roading. Allows digging under the machine and brings lift points closer to the machine. Includes boom, arm, and bucket cylinders, plumbing, bucket linkage, and low pressure lines. Requires long lead time.	1	$14,525.00

Optional Items:

AT451618	48 In (1219 mm), 1.31 yd3 (1.00 M3) Heavy-Duty Bucket Includes Six (6) John Deere TK-Series Fanggs Teeth (TK350FD).	1	$8,666.00

Configuration Total:	**$360,947.00**
Buy Board Discount : Buy Board # 515-16 45 % Discount	- $ 162,426.15
Sales Price :	$ 198,520.85
Freight :	$ 8,200.00
Pre-Delivery Inspection :	$ 3,000.00
Trade in number for a 2001 Caterpillar 330B Serial # CAT0030BT6DRU4925	- $ 17,000.00
Buy Board Final Price	**$ 192,720.85**

This sales price does not include warranty beyond the first year basic warranty. Extended Warranty and/or Full Machine Warranty Pricing can be viewed on Buy Board. These pricing can also be provided upon Request, please feel free to contact me at anytime, thank you very much once again for the opportunity to Quote John Deere Equipment, thank you.

Sincerely,
Danny Jackson
Territory Sales Manager
956-342-5228

5/31/2019	Quote/Approximation	Expires in 30 days	**Quoted Without Use Tax in leases**

*All quotes are subject to approval

City of Weslaco	**2019 190GW Wheeled Excavator**	**FACTORY**	**w/ 2 HRS**
TERMS	**IN ARREARS**	4	5
DOLLAR BUYOUT		**$57,537.57**	**$47,630.82**
IMPACT RESIDUAL		$ 1	$ 1

	***Retail Note Section Only**		
RM	**RETAIL SALE PRICE**	**$ 209,720.85**	
	TRADE-IN PRICE Wheeled Excavator	**$ 17,000.00**	
	TRADE-IN PAYOFF TURU4925	**$ -**	
	DIFFERENCE	**$ 192,720.85**	

NON-Forestry Insurance Quote	
$ 130.76	Add to Pmt Per Mo.
$ 1,569.07	Cost Per Year

Standardized Agenda Request Form

Date of Meeting: June 4, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2515

From:

Subject:
Ratification of Purchase Order No. 19-03048 to contract Southern Trenchless Solutions for emergency repairs of a collapsed sewer line located at FM 1015 from Mooreland Dr. to Lift Station No. 21, in the amount not to exceed $276,969.00, and authorize a budget as may be required 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:

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)**:**

Molly Vallejo
Olga Garza
Pete Garcia
Mike Perez

Created

City Manager Comments:

Staff Recommendation:

Attachments, if any:
SOUTHERN TRENCHLESS 19-03048

Responsibilities upon Approval:

CITY OF WESLACO
PURCHASE ORDER

255 SOUTH KANSAS AVENUE
WESLACO, TEXAS 78596
FINANCE DEPARTMENT
956.968.3181
www.weslacotx.gov

Order Date	Delivery Date	Terms	Requisition Number
05/14/2019		NET 30 days	19-03048

VENDOR
SOUTHERN TRENCHLESS SOLUTIONS, LLC
P.O. BOX 8084
WESLACO, TX 78599

SHIP TO
CITY OF WESLACO - WATER DIST.
1912 JOE STEPHENS AVENUE
WESLACO, TX 78596
PETE GARCIA

Account	Quantity	Description of Articles or Service	Unit Price	Account
508-5324-522810	1	EMERGENCY - MOBILIZATION	5,500.00	5,500.00
508-5324-522810	1	BY-PASS 8' CLAY PIPE	20,000.00	20,000.00
508-5324-522810	1	TRAFFIC CONTROL	7,500.00	7,500.00
508-5324-522810	1,593	DR 17 8" PIPEBURSTING TO REPLACE CLAY PIPE AT 18'	95.00	151,335.00
508-5324-522810	4	INSTALL NEW 4' DIAMETER MANHOLES	22,500.00	90,000.00
508-5324-522810	1	REMOVE AND REPLACE CURB (QTY VERIFIED AT TIME OF W	25.00	25.00
508-5324-522810	1	FLOWABLE FILL	150.00	150.00
508-5324-522810	1	BLACKBASE AND TYPE D AS PER TX DOT SPEC	65.00	65.00
508-5324-522810	1	6' CONCRETE DRIVEWAY REPAIR	4.50	4.50
508-5324-522810	1,593	POST TELEVISING OF HDPE PIPE	1.50	2,389.50
		EMERGENCY WORK TO REPAIR COLLAPSE SEWER LINE AND DETERIORATING MANHOLES ON FM 1015 NORTH BOUND LANE REPAIRS ARE NEEDED TO PROTECT THE PUBLIC HEALTH DUE TO OVERFLOWING SEWAGE INTO BUISNESSES AND PROPERTIES, . AS STATED ON ESTIMATE NO.: 256 BUYBOARD CONTRACT NO.: 555-18		
		TOTAL		276,969.00

IMPORTANT INSTRUCTIONS AND CONDITIONS

1. If prices are higher than specified, do not ship. Advise us.
2. We will not in any manner be responsible for goods delivered or work done for our account without a written order, except on special contracts.
3. If these conditions are not acceptable please advise us on receipt of the order and before you make any delivery.

Mail Invoice and Bill of Lading, rendered separate for each order to City of Weslaco, Accounting Dept., 255 S. Kansas Avenue, Weslaco, Texas 78596

Delivery will be accepted at vendor's risk. Goods are subject to inspection and return if found inferior to specifications or reasonable standard quality.

The City of Weslaco is exempt from all Federal and State Tax.

Tax Exempt Number: 17460025442

Purchase Order Number Must Appear On All Invoices, Packing List and Packages

CITY OF WESLACO

BY Homer Rhodes

FINANCE DEPARTMENT

Purchase Order No.: **19-03048**

1200 w. exp 83 Laferia Tx 78559
956-277-0354
ramon@southerntrenchless.com
southerntrenchless.com

Estimate

For: City Of Weslaco

Estimate No: 256
Date: 05/10/2019

Location Fm1015 8" pipebursting

Code	Description	Quantity	Rate	Amount
	Mobilization	1	$5,500.00	$5,500.00
	By-pass 8" clay pipe for installation of new hdpe pipe	1	$20,000.00	$20,000.00
	Traffic control	1	$7,500.00	$7,500.00
	Dr17 8" pipebursting to replace existing clay pipe at 15'-18' in depth	1,593	$95.00	$151,335.00
	Install new 4' diameter manholes	4	$22,500.00	$90,000.00
	Remove and replace curb(quantity to be verified at time of completion)	1	$25.00	$25.00
	Flowable fill(quantities to be verified at time of completion)	1	$150.00	$150.00
	Blackbase and type d as per Tx dot spec(quantities to be field verified at time of completion)	1	$65.00	$65.00
	6" concrete driveway repair(quantities to be verified at time of completion)	1	$4.50	$4.50
	Post televising of hdpe pipe	1,593	$1.50	$2,389.50

Subtotal	$276,969.00
TAX 0%	$0.00
Total	$276,969.00

Total $276,969.00

Terms and Conditions

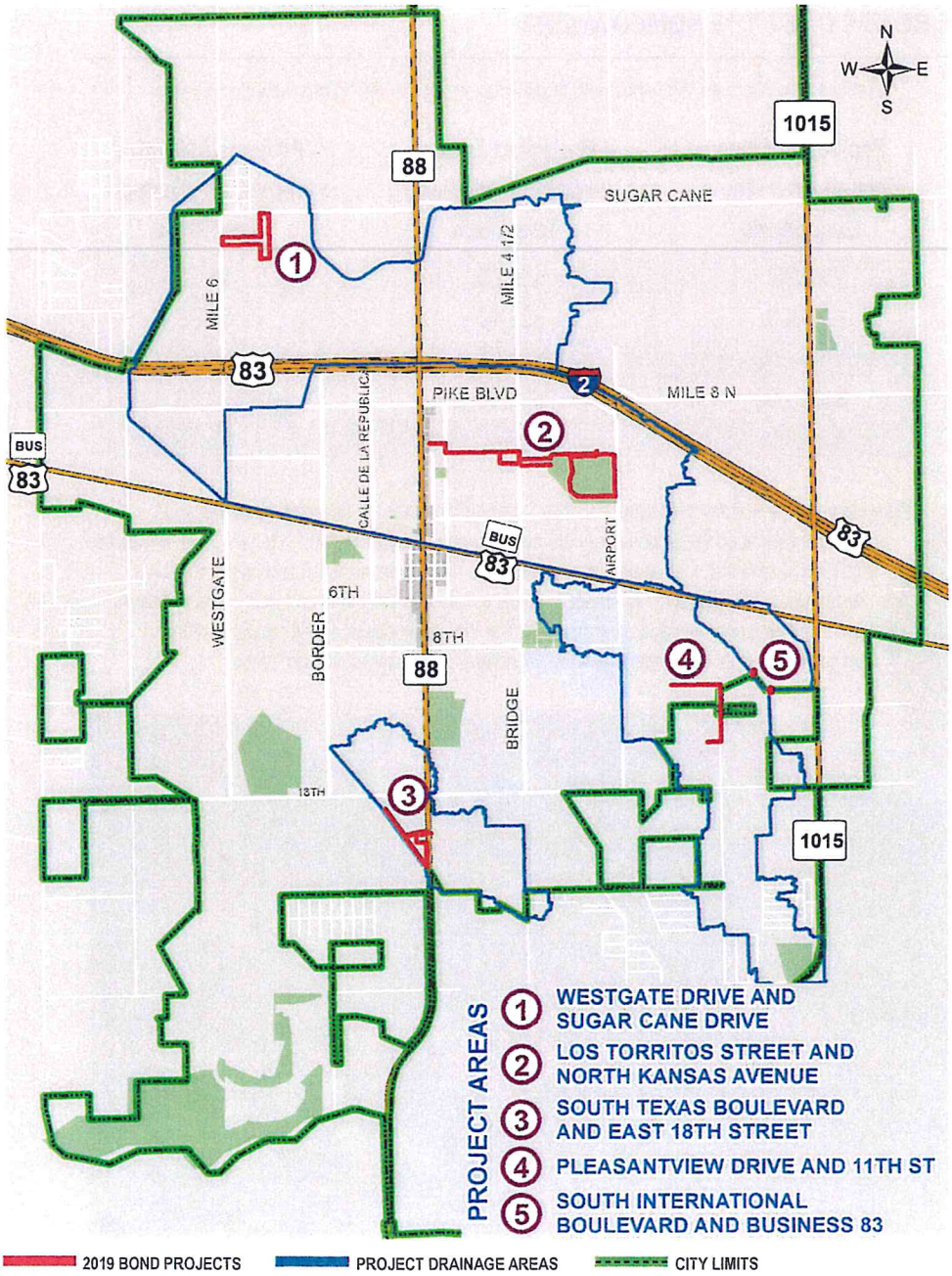
Payment for services shall be due and payable within thirty days of the date/month the work is performed. This proposal may be withdrawn by us if not accepted within thirty days.

5-17-19

Southern Trenchless

Client's signature

2019 $10,000,000 DRAINAGE BOND ELECTION



CITY OF WESLACO PROPOSED PROJECT AREAS

Westgate Drive and Sugar Cane Drive

(1) Proposed project includes development of an 11-acre detention pond in the space behind Clecker-Heald Elementary School to reduce the amount of stormwater flowing into the undersized storm drainage system downstream.

Los Torritos Street and North Kansas Avenue

(2) This project includes construction of a storm drain system with new or upsized culvert crossings that will carry stormwater from the Los Torritos Street and North Kansas Avenue area to a new 30-acre detention pond at Mayor Pablo Peña Park.

South Texas Boulevard and East 18th Street

(3) Proposed project includes widening of the channel between Mile 5½ Road West and South Texas Boulevard, south of East 18th Street, plus upsizing the culvert under South Texas Boulevard at Trails End Drive. A 5-acre stormwater detention pond is proposed for this area to offline higher flows in the adjacent drainage channel system.

Pleasantview Drive and 11th Street

(4) Project includes development of a new storm drain system in the neighborhood south of Weslaco East High School to capture and carry stormwater to the existing channel near East 18th Street and Pleasantview Drive.

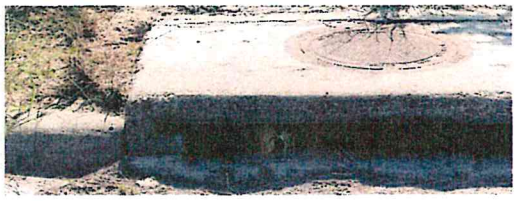
South International Boulevard and Business 83

(5) Proposed project includes upsizing of two culverts in the drainage channel between South Pleasant View Drive and South International Boulevard, south of Business 83.

(6) It is proposed that $3.5 million from this bond election be used as the City's match for grants from different state and federal agencies **(not shown on map).**

MORE INFORMATION

www.weslacotx.gov | (956) 968-3181



Standardized Agenda Request Form

Date of Meeting: June 4, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2518

From:

Subject:
Discussion and consideration on Memorandum of Understanding by and between City of Weslaco and Research, Applied Technology, Education, and Service (RATES) for the summer intership program (MOA #R-RGV-SIP-2019-00001) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Background:
CITY and RATES/RGV agree to enter into this MOU as a manner by which CITY and RATES/RGV can jointly fund three (3) intership positions for Lower Rio Grande Valley University students to be employed by CITY.

CITY shall contribute $7,000.00 to this Agreement. RATES/RGV shall contribute$3,500.00 to this.

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)**:**

Molly Vallejo
Benjamin Worsham
Mike Perez

Created

City Manager Comments:
Approve.

Staff Recommendation:
Approve.

Attachments, if any:

Responsibilities upon Approval:
Execute and retain.

MAY
2019 Destination Marketing Report

Weslaco Area Chamber of Commerce

May Advertising		
Item	**Description**	**Cost**
Mexico Advertising	deShopping/AIM Media	$ 1,400.00
Texas Domestic	Benchmark-Billboards I-2/Expressway 83	$ 2,300.00
Airport Promotions	DigitalAim-AIM Media	$ 1,250
	Total:	**$ 4,950.00**

Business, Visitor & Events Center	
Approximate # of Guests	1,010
Early Voters	178
In State Visitors	2
Out of State visitors	5
Total:	**1195**

*total of 14 facility reservations (conference center/board room)

Highlights:

- ✓ Mexico digital campaign targeted display in both Mexico and Airport results:
  - Total Impressions: 1,076,952 (number of times displayed)
  - Total Clicks: 9,152
- ✓ Airport Campaign results:
  - Total Impressions: 171,236
  - Total Clicks: 546

Upcoming:

- ➢ Plans for Traveling Exhibit to be hosted at Visitors Center
- ➢ Weslaco Youth Ambassador Program (city ambassadors)
- ➢ Young Entrepreneurs Summer Camp

THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO

Whether you are launching, expanding or relocation a business, it makes sense to choose Weslaco – it is the Business Center of the Rio Grande Valley!

May 15, 2019

Workforce Training Luncheon
EDC sponsored a luncheon for Weslaco companies to learn about the South Texas College Mid Valley Campus customized training. The goal of the program is to improve skills and maintain the economic strength of Weslaco. The EDC has a $100,000 grant for training with the STC for companies to take advantage.

Texas Enterprise Zone Program for Kapal
In May 23, 2019 EDC turned in an application to the State of Texas for Kapal Cabinet House to get a refund on the State of Texas Sales & Use Taxes for their investment and jobs in Weslaco. The City of Weslaco nominated the project. June 1, 2019 is the deadline and Kapal Cabinet House will be notified is they were approved in 2 to 3 months.

International Council of Shopping Centers
The ICSC RECON consisted of professional development workshops, conference sessions and 17 appointments with commercial realtors, developers and retail representatives. Staff meet with another 8 retail representatives.

July 4th Event
A committee meeting was held on May 16th. Booked the 3 bands: Yard Dogs; Southern Ashes; and Jaime De Anda (headliner). Sponsorships for the event: Guerra Construction; Ci Logistics; Re Election for David Fuentes; South Texas Federal Credit Union; SJ Hospice; Megamorphosis; Montalvo Insurance; and Trigen Construction.

Summary of Leads List
Staff is working a total of 64 leads.

2016/2017 TOTAL WINS	14 WINS	JOBS: 296	CAPITAL INVEST. $15,302,638
2017/2018 TOTAL WINS	23 WINS	JOBS: 266	CAPITAL INVEST. $31,083,199
2018/2019 Partial WINS	15 WINS	JOBS: 66	CAPITAL INVEST. $ 7,237,211

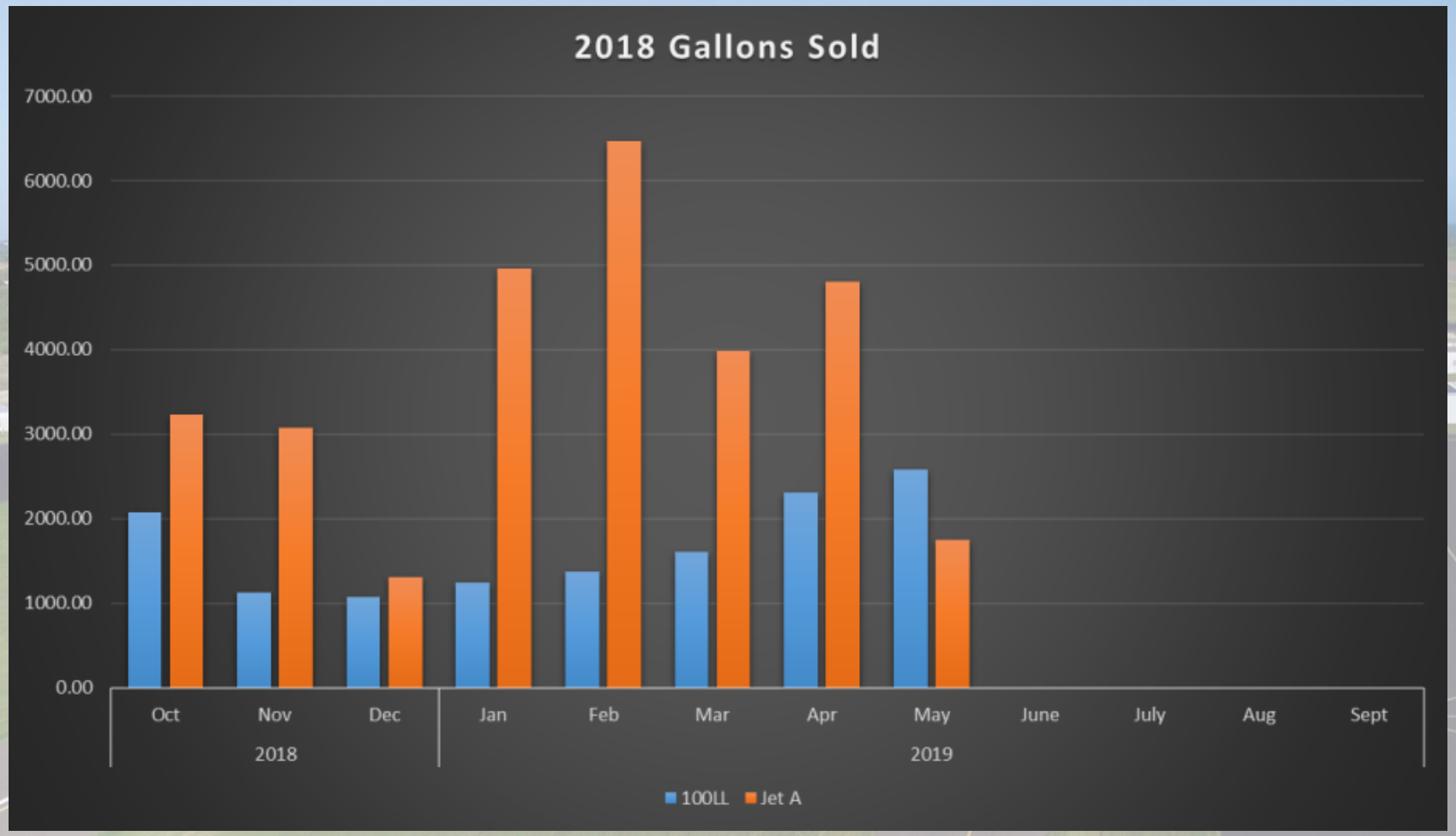
275 S. Kansas, Suite #A • Weslaco, Texas • 78596
(956) 969-0838 • (956) 969-8611 Fax
www.weslacoedc.com

June 2019 Report

WESLACO MidVALLEY AIRPORT

BUSINESS. PLEASURE. AND MORE

Annual Fuel Sales

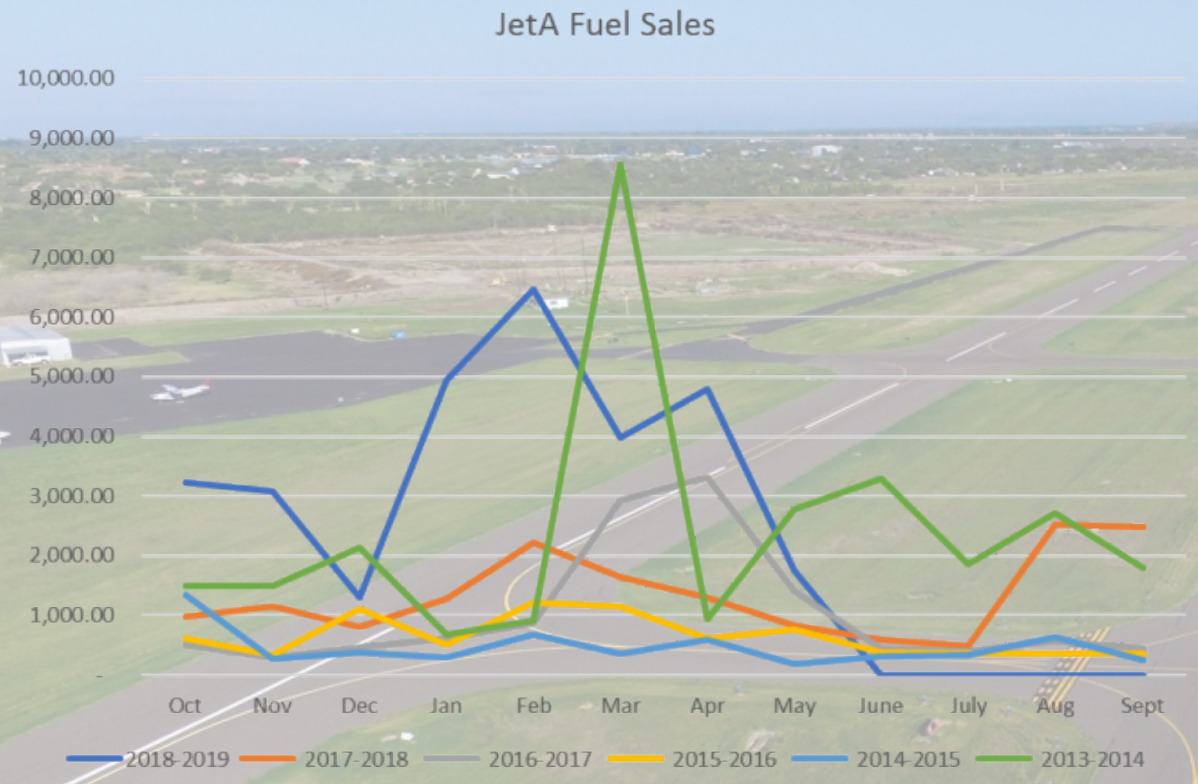


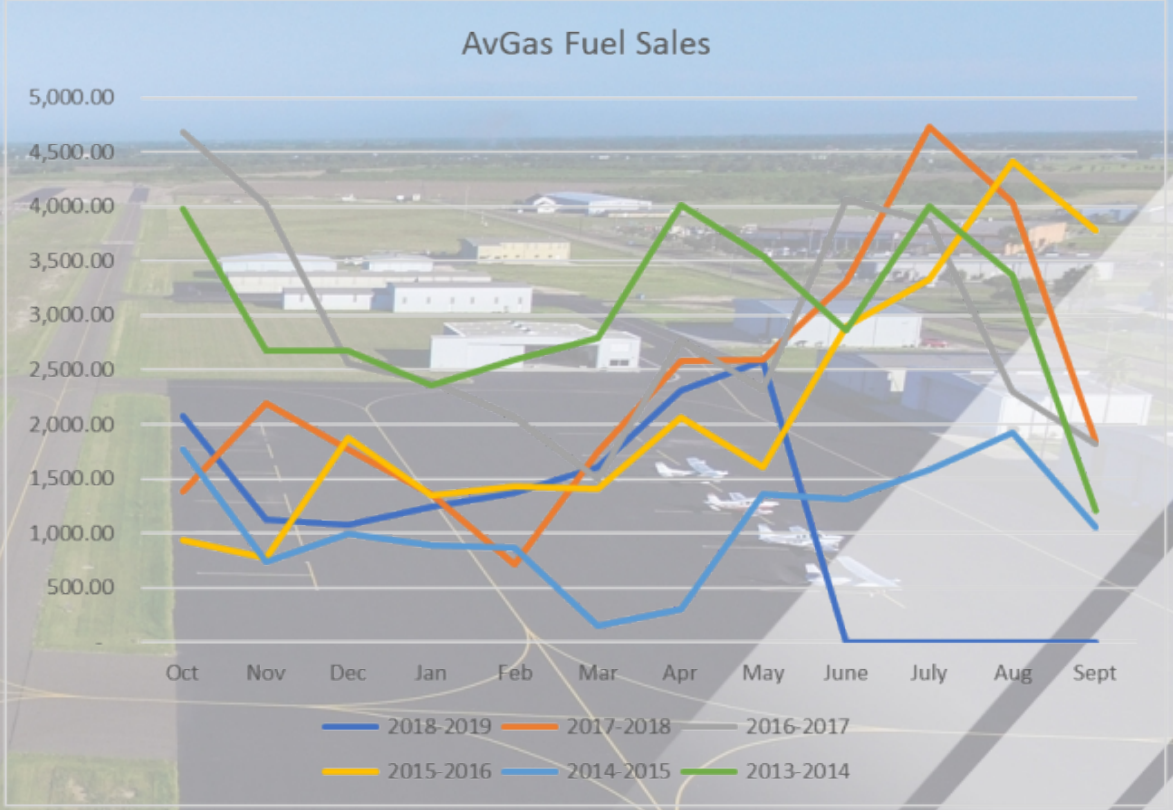
Fuel Per Gallon

	Retail	Purchase
100LL	$ 4.10	$ 3.60
Jet A	$ 3.45	$ 2.67

BUSINESS. PLEASURE. AND MORE

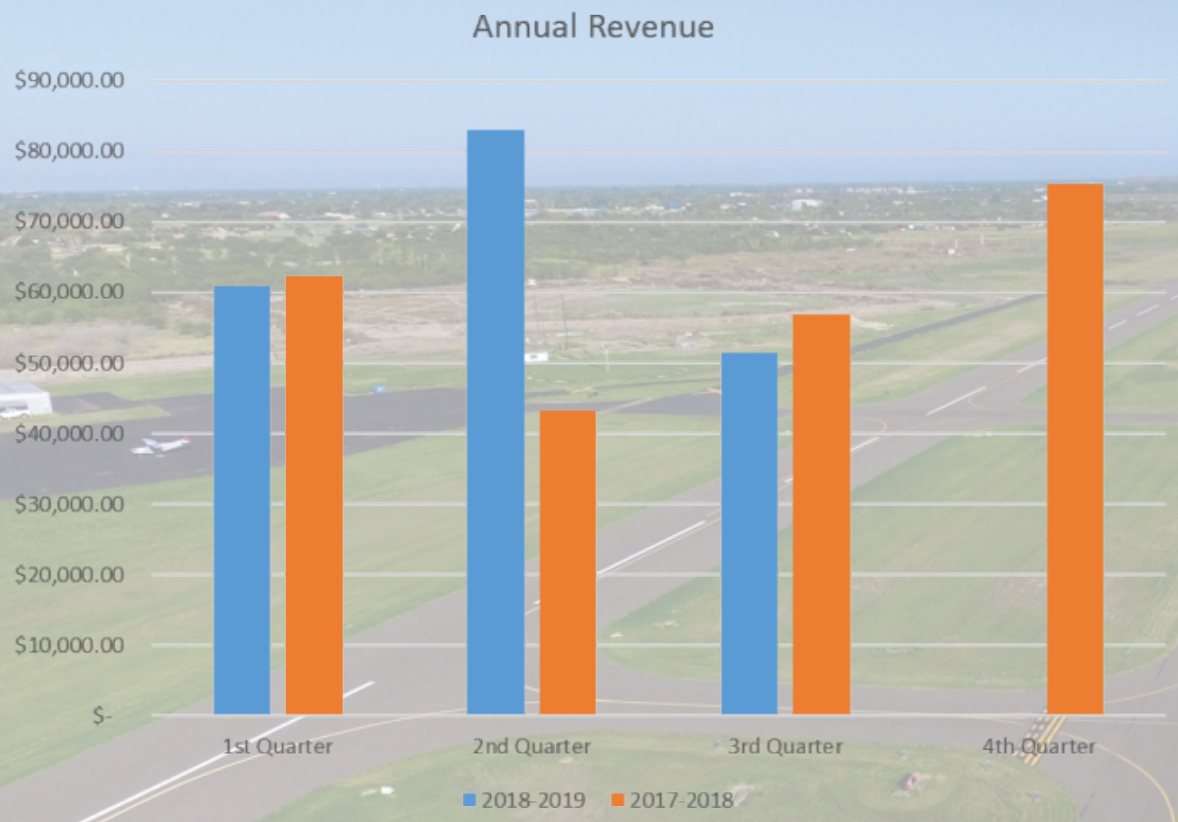
Fuel Sale History





BUSINESS. PLEASURE. AND MORE

Annual Sales



Quarterly Sales Revenue

	2018-2019	2017-2018	Diff.
1st Quarter	$ 60,894.01	$ 62,420.71	$ 1,526.70
2nd Quarter	$ 83,091.65	$ 43,239.28	$ (39,852.37)
3rd Quarter	$ 51,469.00	$ 56,943.06	$ 5,474.06
4th Quarter	$ -	$ 75,361.67	$ 75,361.67
Annual Total	$ 195,454.66	$ 237,964.72	$ 42,510.06

Revenue includes Fuel Sales, Hangar Rentals, Land Leases, Tie-Downs and Retail Sales

BUSINESS. PLEASURE. AND MORE

Itinerant Flights

WESLACO MidVALLEY AIRPORT

In-State Flights

Dallas / DFW
Austin
San Antonio / Boerne
Houston
El Paso
San Marcos
New Braunfels

International Flights

Monterrey
Mexico City
Brownsville

Out of State

Minneapolis
Colorado
Indiana

Regional Flights

McAllen
Edinburg
Brownsville

BUSINESS. PLEASURE. AND MORE

Airport Projects

- Instrument Flight Procedures Runway 32
- Land Acquisition
- Airport Hazard Zoning Ordinance
- Fuel RFB/RFP

BUSINESS. PLEASURE. AND MORE

WESLACO

MidVALLEY

AIRPORT

Andrew Muñoz

Aviation Director

amunoz@weslacotx.gov

(956) 969-0291

BUSINESS. PLEASURE. AND MORE