



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JULY 18, 2017**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, July 18, 2017 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

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

II. PUBLIC COMMENTS

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

If you are discussing something not included on the agenda, the Commission cannot take any formal action until it is placed on an agenda and notice of the meeting is properly posted. Registration for Public Comments must be submitted to the City Secretary before the City Commission meeting is called to order. As the Mayor calls upon those who submitted a registration form with the City Secretary, please step to the podium and state your name and address before beginning your presentation.

III. PUBLIC HEARING

- A. To solicit input on behalf of Ramzan A. Mosani to obtain a Wine and Beer Off-Premise Permit at 1540 E. Business Highway 83 also being Lot 1, Airport Medical Center Subdivision, Weslaco, Hidalgo County, Texas.

- B. To solicit input on behalf of Norma Hernandez to rezone 1801 South Bridge also being Lot 16, Block 5, Kathleen Park Subdivision, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartments District to B-1 Neighborhood Business District.
- C. To solicit input on behalf of Leo and Emma Salazar to rezone 425 Frost Proof Drive also being Lot 21, Frost Proof Heights Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District.

IV. CONSENT AGENDA

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

A. Approval of the following:

- 1) Record of Workshop on June 20, 2017;
- 2) Minutes of Regular Meeting on June 20, 2017; and
- 3) Record of Workshop on July 6, 2017. (Staffed by City Secretary's Office.)

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

- 1) Ordinance 2017-31 rezoning 113 Adelita Street, also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District and authorize the Mayor to execute any related documents. (First reading of Ordinance 2017-31 was held June 20, 2017; Staffed by Planning and Code Enforcement.) Attachment
- 2) Ordinance 2017-32 rezoning 724 N. Padre Avenue also being Lot 24, Block 3, 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 of Ordinance 2017-32 was held June 20, 2017; Staffed by Planning and Code Enforcement.) Attachment

C. Approval of an amendment to the inter-local cooperation agreement with Hidalgo County for assessment and collections of property taxes. (Staffed by Finance Department.) Attachment

- D. Renewal of an Interlocal Governmental Agreement – Ambulance Service with the Hidalgo County Emergency Services District No. 1 for the period October 1, 2017 – September 30, 2019 and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment
- E. Approval of an Interlocal Cooperation Agreement between the Lower Rio Grande Valley Development Council and the City of Weslaco for the acceptance and operation of the State of Texas asset Ambulance Bus. (Staffed by Fire Department.) Attachment

V. APPOINTMENTS

- A. Discussion and consideration to accept the resignation of Mary Martin from the Weslaco 100 Committee and approve Resolution 2017-53 appointing one member to that unexpired term. Possible action. (Staffed by the Museum.) Attachment

VI. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Ramzan A. Mosani to obtain a Wine and Beer Off-Premise Permit at 1540 E. Business Highway 83 also being Lot 1, Airport Medical Center Subdivision, Weslaco, Hidalgo County, Texas. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- B. Discussion and consideration after public hearing on behalf of Norma Hernandez to approve Ordinance 2017-33 rezoning 1801 South Bridge also being Lot 16, Block 5, Kathleen Park Subdivision, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartments District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-33. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- C. Discussion and consideration after public hearing on behalf of Leo and Emma Salazar to rezone 425 Frost Proof Drive also being Lot 21, Frost Proof Heights Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- D. Discussion and consideration to approve Ordinance 2017-34 amending Ordinance No. 2014-02 to provide for the disannexation of all or part of Farm Tracts 1057, 1058, 1059 and Irrigation District No. 9 (HCCID #9) out of Tract 116 of the West and

Adams Tract Subdivision and authorize Mayor to execute any related documents. First reading of Ordinance 2017-34. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

- E. Discussion and consideration on request from Stella Corporation for a development agreement for 60.02 acres out Adams Tract FT 1059. Possible action. (Staffed by City Manager's Office.) Attachment
- F. Discussion and consideration to approve Change Order No. 2 for the Pleasantview Sanitary Sewer Line Project for an amount not to exceed \$100,000 for additional dewatering and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- G. Discussion and consideration to approve a Memorandum of Understanding (MOU) with Community Loan Center Corporation to provide access to affordable small dollar loans, free financial counseling and coaching for municipal employees at no cost to the City and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.) Attachment
- H. Discussion and consideration to approve Resolution 2017-50 suspending the July 20, 2017 effective date of the statement of intent of Texas Gas Service company to increase rates within incorporated areas of its service territory to permit the city time to study the request and to establish reasonable rates; finding that the city's reasonable rate case expenses shall be reimbursed by the company; authorizing participation with other municipalities; hiring legal and consulting services and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) Attachment

VII. REPORTS

- A. Annual update by Valley Initiative for Development and Advancement (VIDA).

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

(A) actual damages, including damages for personal injury or damage, lost wages, defamation, or

- mental or other emotional distress;
- (B) reasonable attorney fees and court costs; and
- (C) at the discretion of the trier of fact, exemplary damages.
- (b) An offense under Subsection (a)(1) is a Class B misdemeanor.
- (c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:
 - (1) the defendant had good reason to believe the disclosure was lawful; or
 - (2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- B. Pending Litigation - Consultation with City Attorney regarding *City of Weslaco v. Briones Consulting and Engineering* as authorized by §551.071 of the Texas Government Code.
- C. Pending Litigation - Consultation with City Attorney regarding Cause No. C-6090-14-B, *Zequiel Montez, Gabriel Montez, Nora Montez, Irma M. Torres and Norma Garcia v. City of Weslaco* as authorized by §551.071 of the Texas Government Code.
- D. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to Project Chicken Hatch "B" as authorized by §551.087 of The Texas Government Code.
- E. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related to Project PanAm as authorized by §551.087 of the Texas Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. 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 14th day of July,

2017 at 3:10 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Elizabeth M. Walker, City Secretary

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

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

Removed from Bulletin Board	Date:	Initials:
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Standardized Agenda Request Form

Date of Meeting: July 18, 2017		Agenda Item No. (to be assigned by CSO): 2017-1049	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker		Created/Initiated	
Elizabeth Walker		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Joey Aguilar, First Baptist Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge and Mission			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: July 18, 2017		Agenda Item No. (to be assigned by CSO): 2017-1072	
From: Mardoqueo Hinojosa			
Subject: To solicit input on behalf of Ramzan A. Mosani to obtain a Wine and Beer Off-Premise Permit at 1540 E. Business Highway 83 also being Lot 1, Airport Medical Center Subdivision, Weslaco, Hidalgo County, Texas.			
Background: The applicant is requesting to obtain Conditional Use Permit to obtain a Wine and Beer Off-Premise Permit. Fifteen (15) property owners within 200 feet of the applicant's property were notified by letter on June 23, 2017.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on June 18, 2017			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval on July 5, 2017			
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise applicant			



Standardized Agenda Request Form

Date of Meeting: July 18, 2017		Agenda Item No. (to be assigned by CSO): 2017-1073	
From: Mardoqueo Hinojosa			
Subject: To solicit input on behalf of Norma Hernandez to rezone 1801 South Bridge also being Lot 16, Block 5, Kathleen Park Subdivision, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartments District to B-1 Neighborhood Business District.			
Background: The applicant is requesting to rezone property from R-2 Duplex and Apartments District to B-1 Neighborhood Business District. Thirteen (13) property owners within 200 feet of the applicant's property were notified by letter on June 23, 2017.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on June 19, 2017			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval on July 5, 2017			
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends denial, because of surrounded properties and 2040 zone map.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise applicant.			



Standardized Agenda Request Form

Date of Meeting: July 18, 2017		Agenda Item No. (to be assigned by CSO): 2017-1074	
From: Mardoqueo Hinojosa			
Subject: To solicit input on behalf of Leo and Emma Salazar to rezone 425 Frost Proof Drive also being Lot 21, Frost Proof Heights Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District.			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. Fifteen (15) property owners within 200 feet of the applicant's property were notified by letter on June 23, 2017. Owner has submitted letter of withdrawal.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission appeared in The Monitor on June 19, 2017.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning took no action on July 5, 2017, as owner withdrew application.			
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends no action, as owner withdrew application.			
Attachments, if any:			
Responsibilities upon Approval:			

N/A



Standardized Agenda Request Form

Date of Meeting: July 18, 2017		Agenda Item No. (to be assigned by CSO): 2017-1054	
From:			
Subject: Approval of the following: 1) Record of Workshop on June 20, 2017; 2) Minutes of Regular Meeting on June 20, 2017; and 3) Record of Workshop on July 6, 2017. (Staffed by City Secretary's Office.)			
Background: Record of commission action for the workshop and regular meeting of June 20, 2017 and record of workshop meeting of July 6, 2017.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker		Created/Initiated	
Elizabeth Walker		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Approval			
Attachments, if any: 17-06-20 record workshop meeting, 17-06-20 minutes, 17-07-06 record workshop meeting			
Responsibilities upon Approval: Execute and retain			



**NOTICE OF WORKSHOP
OF THE WESLACO CITY COMMISSION
TUESDAY, JUNE 20, 2017**

On this 20th day of June at 5:00 p.m., the City Commission of the City of Weslaco, Texas convened in a Workshop at City Hall in the Legislative Chamber Room located at 255 S. Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	Gerardo “Jerry” Tafolla
Commissioner	Greg Kerr
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Secretary	Elizabeth M. Walker

Also present: Jose Pena, IT Director; Mardoqueo Hinojosa, Planning and Code Enforcement Director; Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; David Arce, Parks Director, Chief Tony Lopez, Fire; Andrew Muñoz, Airport Director; Arnold Becho, Library Director; and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

The Mayor called the meeting to order and certified the public notice of the meeting as properly posted Friday, June 16, 2017.

B. Roll Call.

The City Secretary called the roll, noting the absence of Commissioners Noriega and Muñoz.

II. NEW BUSINESS

A. Interview of finalists for Architectural Engineering Design Services for a new Fire Station and Combined Police/Central Fire Station.

The City Manager stated the firms had drawn numbers to determine order of presentation; those firms not presenting would exit the room until called. Presentations would be limited to 15 minutes, including questions.

Edwards G, Vela, EGV, introduced his services and entire staff. He shared a presentational PowerPoint on projects his firm has accomplished ranging from \$1 million - \$30 million including a historical renovation; he shared recommendation letters from City of Hidalgo, Mission ISD and PSJA.

ROFA stated they currently are working on Weslaco's library roofing repairs; the firm has been established for 70 years offering 133 years' experience among partners, one of whom is a former peace officer and former city manager with knowledge of local processes.

Alvarado Architects has 25 years' experience in municipal projects; located in Donna; high standard of work ethic and quality assurance; transparency; update client weekly; offers 1 year warranty after completion; design within budget; projects include 10,000 foot police/fire project cost of \$1.8million in Progresso and clients include City of San Juan, San Benito and STC.

Commissioner Kerr inquired of each respective experience on police and fire station construction; Mayor Pro-Tem Tafolla inquired about any litigation with any other city. Each firm responded affirmatively with experience on public safety facilities and negatively to any litigation with municipalities.

III. ADJOURNMENT

With no other business before the Commission, Mayor Pro-Tem Tafolla, seconded by Commissioner Kerr, moved to adjourn at 5:40 p.m. on June 20, 2017.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JUNE 20, 2017**

On Tuesday, June 20, 2017, at 5:41 PM the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro Tem	Gerardo “Jerry” Tafolla
Commissioner	Greg Kerr
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

Also present: Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Jose Pena, Information Technology Director; Pete Garcia, Public Works Director; Tony Lopez, Fire Chief; Gerry Oliva; Police Captain; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Arnold Becho, Library Director; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, June 16, 2017.

B. Invocation.

Mayor Suarez called on a moment of silence for Navy Gunner’s Second Mate Noe Hernandez; Pastor Faron Thebeau led in the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

Mayor Suarez recognized Robert Lopez of the Police Department, Florentino Vela and Gilbert Leal of the Fire Department, Rolando Garza of Planning and Code Enforcement Department and Steve Alvarado of IT Department for completing drone training and passing the pilot examination. John David Franz gave a demonstration of the newly acquired drone.

E. Roll Call.

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

II. PUBLIC COMMENTS

Bobby Villarreal, District Director for U.S. Congressman Vincente Gonzalez, stated the local office is located in Edinburg and ready to serve the City.

III. PUBLIC HEARING

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to open the public hearing for items A and B concurrently at 5:55 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Leonardo Munoz to rezone 113 Adelita Street, also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District.

No comments received.

B. To solicit input on behalf of Amirta L. Trejo to rezone 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District.

No comments received.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to close the public hearing at 5:56 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

IV. CONSENT AGENDA

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

A. Approval of the Minutes of the Regular Meeting on June 6, 2017 (Staffed by City Secretary's Office.)

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

1) Ordinance 2017-27 renaming a portion of West Hidalgo Street located to the North of Cavazos Park between South Palmas Street and South Cedro Street to be hereby known as Cavazos Street. (First reading of Ordinance 2017-27 was held on June 6, 2017; staffed by Planning and Code Enforcement Department.)

2) Ordinance 2017-28 amending Ordinance 2008-38 for the rezone of 115 Adelita Street, Lot 13, Colonia de San Francisco from an R-1 One Family Dwelling District to an R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading of Ordinance 2017-28 was held June 6, 2017; Staffed by Planning and Code Enforcement Department.)

C. Approval of a Memorandum of Understanding with Region One for provision of free GED classes and other adult education opportunities within the library and authorize the Mayor to execute any related documents. (Staffed by the Library Department)

D. Approval of the renewal of the annual Host Agency Agreement with AARP Senior Community Service Employment Program allowing the City of Weslaco to accept participants through a short-term work-training program and authorize the Mayor to execute any documents. (Staffed by Human Resources.)

E. Acceptance of a CERT/MRC training trailer from the State of Texas Citizen Corps program awarded to the City of Weslaco Fire Department CERT/MRC community program. (Staffed by Fire Department).

F. Acceptance of proposal for financing of Fire Department Ford F-650 brush truck with aftermarket equipment in the amount of \$60,564.12 from Frost Bank Leasing and authorize the Mayor to execute any related documents (Staffed by Finance Department.)

G. Authorization for the solicitation of sealed bids for the purchase of two (2) recycling trailers as recommended by the Recycling Task Force Committee and approve Ordinance 2017-29 authorizing a budget amendment as appropriate and authorize the Mayor to execute any related documents First reading of Ordinance 2017-29. (Staffed by Public Works.)

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

For the record, the following are the ordinances:

ORDINANCE 2017-27

AN ORDINANCE TO RENAME A PORTION OF WEST HIDALGO STREET LOCATED TO THE NORTH OF CAVAZOS PARK BETWEEN SOUTH PALMAS STREET AND SOUTH CEDRO STREET HEREBY KNOWN AS CAVAZOS STREET, WESLACO, HIDALGO COUNTY, TEXAS; AND ORDAINING OTHER MATTER WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I. To rename a portion of West Hidalgo Street located to the North of Cavazos Park between South Palmas Street and South Cedro Street hereby known as Cavazos Street, 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 6th day of June, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 20th day of June, 2017.

ORDINANCE 2017-28

AN ORDINANCE AMENDING ORDINANCE NUMBER 2008-38, TO AMEND THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 115 W ADELITA STREET, ALSO BEING LOT 13, COLONIA DE SAN FRANCISCO SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS R-1 ONE FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENTS DISTRICT; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance 2008-38 was passed and approved on November 18, 2008 as the rezone of Lot 15, Colonia de San Francisco Subdivision, Weslaco, Hidalgo County, Texas R-1 One Family Dwelling District To R-2 Duplex and Apartments District.

SECTION II.

After second and final reading of this Ordinance the amended Zoning ordinance will be R-1 One Family Dwelling District to R-2 Duplex and Apartment District being Lot 13, Colonia de San Francisco Subdivision, also being 115 West Adelita Street, Weslaco, Hidalgo County, Texas.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this this 6th day of June, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 20th day of June, 2017.

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 2016-2017 Official Budget, adopted by Ordinance 2016-31, 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 6th day of June, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 20th day of June, 2017.

CITY OF WESLACO
/s/David Suarez, **MAYOR**

ATTEST:

/s/Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

/s/Juan E. Gonzalez, **CITY ATTORNEY**

V. APPOINTMENTS

A. Discussion and consideration to approve Resolution 2017-43 appointing a member to an unexpired term on the Weslaco 100 Centennial Committee and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item June 6, 2017; Staffed by Museum).

Commissioner Pedraza, seconded by Mayor Pro-Tem Tafolla, moved to approve Resolution 2017-43 appointing Enrique Rodriguez as member to an unexpired term on the Weslaco 100 Centennial Committee as presented. The motion carried unanimously; Mayor Suarez was present and voting.

The Mayor noted for the record an exemption for Mr. Rodriguez to concurrently serve on the Parks Advisory Board.

For the record, the following is the resolution:

RESOLUTION NO. 2017 - 43

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE
WESLACO 100 COMMITTEE TO PREPARE WESLACO'S CENTENNIAL CELEBRATION
AND STRATEGIC PLAN**

WHEREAS, The City of Weslaco, Texas, founded 1919, will celebrate its centennial in 2019, and anticipates programs and activities befitting the occasion; and

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions, make recommendations, and encourage participation toward the planning and facilitating of such programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider issues for the strategic growth of the City over the next 100 years, including planning/sustainable development, governance, health, transportation, education, economic development, public safety, parks, information technology, and housing; and

WHEREAS, there shall be sixteen (16) members in the Weslaco 100 Committee who shall be appointed by the Weslaco City Commission and shall be resident citizens of the City of Weslaco. The term for each Committee member shall be for three (3) years and may be eligible for reappointment;

WHEREAS, The Weslaco 100 Committee members shall serve without compensation

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

THAT Enrique Rodriguez is appointed to serve on the Weslaco 100 Committee and the term will begin on June 20, 2017 and will expire on April 19, 2019.

PASSED AND APPROVED on this 20th day of June, 2017.

CITY OF WESLACO
/s/David Suarez, **MAYOR**

ATTEST:

/s/Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

/s/Juan E. Gonzalez, **CITY ATTORNEY**

VI. OLD BUSINESS

A. Discussion and consideration to approve a five (5) year agreement for a Mobile 311 City of Weslaco App with service request functionality and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item June 6, 2017; Staffed by IT Department)

Jose Pena, IT Director, stated six vendors were evaluated and scored by a staff committee, which recommends awarding Accela. The vendor meets the needs, criteria and budget with a lower cost of ownership and integrates with the existing workflows of the department.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to approve Accela a five (5) year agreement for a Mobile 311 City of Weslaco App with service request functionality as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. NEW BUSINESS

A. Discussion and consideration to approve Ordinance 2017-30 on first and final reading authorizing the issuance of "City of Weslaco, Texas Limited Tax Refunding Bonds, Series 2017", a paying agent/registrar agreement, and an escrow agreement; providing for the sale of such bonds; delegating authority to City representatives to select obligations to be refunded and approve final terms of the bonds, approving all other matters related thereto and authorize the Mayor to execute any related documents. First and Final Reading of Ordinance 2017-30. Possible action. (Staffed by Financial Advisor/Bond Counsel).

Mike Perez, City Manager, stated Mayor had inquired on the possibility of refinancing bonds as interest rates could be lower.

Cris Vela, First Southwest advised on the market rates stating the highest was in January 2011 at 5.41%; lowest in July 2016 at 2.80% and currently at 3.53%; he proposed refunding options to assist on targeting savings for callable maturities in 2022. Option 1 would have a saving of \$1,298,005, present value benefit of 4.871%, true interest cost of 2.74%, and a negative arbitrage of \$877,806.00. Option 2 would have a saving of \$1,298,747, present value benefit of 4.712%, true interest cost of 2.737% and a negative arbitrage of \$889,636.00. He explained advance refunding has 90 days as the earliest for issuance; debt service savings and debt structure are considered, and defined arbitrage as borrowing tax free but earning interest.

City Manager recommended option two as the best, offering savings and flexibility for the City.

Marc Druck, bond counsel with Winstead, stated as interest rates change daily, the Commission can delegate final pricing authority to staff and establish bond sale parameters to refinance bonds that includes maximum interest rate, minimum savings amount, and finalized within 180 days from approval.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to approve option two and approve authority of parameters for bond sale for the tax refunding bond 2017 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the ordinance:

Ordinance 2017-30

ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF WESLACO, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2017”, A PAYING AGENT/REGISTRAR AGREEMENT, AND AN ESCROW AGREEMENT; PROVIDING FOR THE SALE OF SUCH BONDS; DELEGATING AUTHORITY TO CITY REPRESENTATIVES TO SELECT OBLIGATIONS TO BE REFUNDED AND APPROVE FINAL TERMS OF THE BONDS; AND APPROVING ALL OTHER MATTERS RELATED THERETO

WHEREAS, the City of Weslaco, Texas (the “City”) has been organized, created, and established pursuant to the laws of the State of Texas as a home rule city and political subdivision of the State of Texas;

WHEREAS, the City Commission of the City (the “City Commission”) desires to refund certain of its outstanding bonds listed on Schedule I attached hereto;

WHEREAS, Chapter 1207, Texas Government Code, authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a trust company or commercial bank not a depository of the City, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations (defined below);

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with such trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration, and disposition of any such deposit, upon such terms and conditions as the City and such paying agent may agree, provided that such deposits may be invested and reinvested in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, and which shall mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or prepayment of the Refunded Obligations;

WHEREAS, the Escrow Agreement hereafter authorized constitutes an escrow agreement of the kind authorized and permitted by Chapter 1207;

WHEREAS, the City Commission of the City hereby finds and declares a public purpose and deems it advisable to refund the Refunded Obligations in order to effect present value savings; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

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

Section 1. Authorization of the Bonds and Approval Parameters. There is hereby ordered to be issued, under and by virtue of the laws of the State of Texas, including particularly Chapter 1207, Texas Government Code, as amended, a series of bonds of the City to be known as “CITY OF WESLACO, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2017” (the “Bonds”), payable from ad valorem taxes as provided in this Ordinance, for the purposes of refunding the Refunded Obligations and paying costs of issuance thereof.

As authorized by Section 1207.007, Texas Government Code, the Mayor, the City Manager, and the Finance Director, each an “Authorized Representative”, are hereby authorized, appointed, and

designated as officers of the City authorized to act on behalf of the City in selling and delivering the Bonds authorized herein and carrying out the procedures specified in this Ordinance, including determining the method of sale, the aggregate principal amount of each maturity of the Bonds and the rate of interest to be borne on the principal amount of each maturity, the allocation of generated from the sale of the Bonds, the redemption provisions therefor, the City contribution, if any, and the obligations to be refunded (the "Refunded Obligations"). Each of the above individuals, acting for and on behalf of the City, is authorized to execute the Pricing Certificate substantially in the form attached hereto as Exhibit A on or before December 20, 2017. The Bonds shall be issued in the principal amount not to exceed \$22,500,000; the maximum maturity will not exceed December 31, 2032, net present value savings on the Bonds shall be not less than 2.00%, and the net effective per annum rate, calculated in a manner consistent with the provisions with Chapter 1204 Texas Government Code, shall not exceed 3.50%. The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Initial Purchaser (hereinafter defined). Upon execution of the Pricing Certificate, it shall become a part of this Ordinance and be incorporated by reference herein, and (to the extent necessary or appropriate) Bond Counsel is authorized to complete this Ordinance to reflect such final terms.

Section 2. Date, Denominations, Numbers, and Maturities of and Interest on the Bonds.

The Bonds shall be dated July 15, 2017 and shall be in the denomination of \$5,000 or any integral multiple thereof. Interest shall commence to accrue on the Bonds on such date. The Bonds shall be in the respective denominations and principal amounts hereinafter stated, with the Initial Bond (as hereinafter defined) being number I-1 and the Definitive Bonds (as hereinafter defined) numbered consecutively from R-1 upward, payable to the Initial Purchaser (as hereinafter defined), or to the registered assigned or assignees of the Bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall mature on February 15 in each of the years and in the amounts and bear interest as set forth in the Pricing Certificate.

Section 3. General Characteristics. The Bonds shall be issued, shall be payable, shall have the characteristics, and shall be signed and executed (and the Bonds shall be sealed) all as provided, and in the manner indicated in the form set forth below.

(a) Registration, Transfer, and Exchange; Authentication: The City shall keep or cause to be kept at the designated payment office of Amegy Bank, a Division of ZB, National Association, Houston, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bonds (the "Register"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, and exchanges as herein provided. The Mayor and the City Secretary are authorized to enter into a Paying Agent/Registrar Agreement substantially in the form of Exhibit B attached hereto. The Paying Agent/Registrar shall obtain and record in the Register the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provide; but it shall be the duty of each Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of the Bonds shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Register during the regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange, and delivery of a substitute Bond or Bonds shall be paid as provided in the "Form of Bonds" set forth in this Ordinance. Registration of assignments, transfers, and exchanges of Bonds shall be made in the manner provided and with the effect stated in the "Form of Bonds" set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. Except as provided in subsection (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any Definitive Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the forgoing transfer and exchange of any Bond or portion thereof, and the

Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds. Pursuant to Chapter 1201, Texas Government Code, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and upon the execution of said certificate, the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts (the "Initial Bond").

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Owners thereof; (ii) may be transferred and assigned; (iii) may be exchanged for other Bonds; (iv) shall be administered, and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the "Form of Bonds" set forth in this Ordinance. The Initial Bond shall be delivered to the Initial Purchaser and is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each Bond issued in exchange for the Initial Bond or any Bond or Bonds issued under this Ordinance, the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the form set forth in the "Form of Bonds" in this Ordinance.

Section 4. Form of the Bonds. The Form of the Bonds, including the Form of Paying Agent/Registrar's Authentication Certificate, the Form of Assignment, and the Form of the Comptroller's Registration Certificate to accompany the Initial Bond on the initial delivery thereof, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance:

FORM OF BONDS

United States of America

State of Texas

CITY OF WESLACO, TEXAS

LIMITED TAX REFUNDING BOND, SERIES 2017

NUMBER

RDENOMINATION

\$ _____

REGISTERED

DATED

July 15, 2017

MATURITY DATE

February 15, ____

DELIVERY DATE

August __, 2017

INTEREST

RATE (%) CUSIP NO.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS (\$ _____)

THE CITY OF WESLACO, TEXAS (the "City"), a home rule city and political subdivision of the State of Texas, promises to pay to the Registered Owner, specified above, or registered assignees (the "Owner") on the Maturity Date, specified above, upon presentation and surrender of this Bond at the designated payment office of Amegy Bank, a Division of ZB, National Association, Houston, Texas, or its successor (the "Paying Agent/Registrar"), the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Dated Date, specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check dated February 15, 2018 and each February 15 and August 15 thereafter, mailed to the Owner of record as shown on the books of registration kept by the Paying Agent/Registrar (the "Register"), as of the date which is the last business day of the month next preceding the interest

payment date or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar. Notwithstanding the above paying procedures, upon written request to the City and the Paying Agent/Registrar, the Owner of at least \$1,000,000 in principal amount may receive all payments of principal and interest hereon by wire transfer on each payment date. CUSIP number identification with appropriate dollar amount of payment pertaining to each CUSIP number (if more than one CUSIP number) must accompany all payments of interest and principal, whether by check or wire transfer. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Owner appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. The City covenants with the Owner that no later than each principal installment payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bond, when due, in the manner set forth in the Ordinance defined below.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds, dated as of July 15, 2017 (the "Bonds") of like designation and tenor, except as to number, interest rate, denomination, and maturity issued pursuant to the Ordinance adopted by the City Commission of the City on June 20, 2017 and the "Pricing Certificate" authorized therein (together the "Ordinance"), in the original aggregate principal amount of \$_____ for the purpose of providing money for refunding certain outstanding obligations of the City described in the Ordinance and to pay costs of issuance of the Bonds by virtue of the laws of the State of Texas, including particularly Chapter 1207, Texas Government Code.

THE BONDS are issued pursuant to the Ordinance whereunder the City covenants to levy a continuing, direct, annual ad valorem tax on taxable property within the City, within the limitations prescribed by law, for each year while any part of the Bonds are considered outstanding under the provisions of the Ordinance, in a sufficient amount to pay interest on each Bond as it becomes due, to provide for the payment of the principal or maturing amounts, as appropriate, of the Bonds when due and to pay the expenses of assessing and collecting such tax. Reference is hereby made to the Ordinance for provisions with respect to the custody and application of the City's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Owner.

THIS BOND IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the designated payment office of the Paying Agent/Registrar. If a Bond is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Owner, or his authorized representative, subject to the terms and conditions of the Ordinance. If a Bond is being exchanged, it shall be in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance. The Owner of this Bond shall be deemed and treated by the City and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner.

IN CASE any officer of the City whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of any such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery. Any Bond which bears the facsimile signature of such person who at the actual time of the

delivery of such Bond shall be an officer authorized to sign such Bond, but who at the date of such Bonds was not such an officer, shall be validly and sufficiently signed for such purpose as if such person had been such officer as the date of such Bond. The City authorizes the printing of a true and correct copy of an opinion of Winstead PC, Attorneys, relating to the validity and enforceability of the Bonds under Texas law and the status of interest on the Bonds under federal income tax laws on the reverse side of each of the Bonds over a certificate of identification executed by the facsimile signature of the City Secretary of the City, and also authorizes the imprinting of CUSIP (the American Bankers Association's Committee on Uniform Securities Identification Procedures) numbers on the Bonds; provided, however, that the failure of such opinion, certificate, or CUSIP numbers to appear on any Bond, or any errors therein or in any part of the Bond the form of which is not included in this Ordinance, shall in no way effect the validity or enforceability of the Bonds or relieve the Initial Purchaser of its obligation to accept delivery of and pay for the Bonds.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Bonds in order to render the same legal, valid, and binding obligations of the City have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on, or maturing amounts of (as appropriate) the Bonds by the levy of a continuing, direct, annual ad valorem tax upon taxable property within the City; and that issuance of the Bonds does not exceed any constitutional or statutory limitation.

BY BECOMING the Owner of this Bond, the Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each Owner and the City.

IN WITNESS WHEREOF this Bond has been signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed, or placed in facsimile, on this Bond.

PASSED AND APPROVED on first as final reading on this 20th day of June, 2017.

CITY OF WESLACO
/s/David Suarez, **MAYOR**

ATTEST:

/s/Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

/s/Juan E. Gonzalez, **CITY ATTORNEY**

B. Discussion and consideration after public hearing on behalf of Leonardo Muñoz to approve Ordinance 2017-31 rezoning 113 Adelita Street, also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-31. Possible Action (Staffed by Planning and Code Enforcement).

Mardoqueo Hinojosa, City Engineer/Director of Planning, stated sixteen property owners were notified with no response received. The Planning and Zoning Commission and staff recommend approval as the use conforms to the future land use map.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to approve Ordinance 2017-31 rezoning 113 Adelita Street, also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Amirta L. Trejo to approve Ordinance 2017-32 rezoning 724 N. Padre Avenue also being Lot 24, Block 3, 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 of Ordinance 2017-32. Possible Action (Staffed by Planning and Code Enforcement).

Mardoqueo Hinojosa stated twenty-one property owners were notified and no objection received. The Planning and Zoning Commission and staff recommend approval.

Mayor Pro-Tem Tafolla, seconded by Commissioner Kerr, moved to approve Ordinance 2017-32 rezoning 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve the Final Plat for Saint's Plaza Subdivision being a 1.25-acre tract of land out of Farm Tract 109, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located 1,800 feet South of the intersection of Mile 10 North and N. Texas Boulevard and authorize the Mayor to execute any related documents. Possible Action (Staffed by Planning and Code Enforcement).

Mardoqueo Hinojosa stated this is a one lot subdivision within the City, serviced on a 2" waterline from North Alamo Water Supply and no sanitary sewer within a quarter mile. The developer is requesting a variance to sanitary sewer and exemption to fire hydrant installation. The property is within flood zone AE. The Planning and Zoning Commission and staff recommend approval with the variance to the sanitary sewer line and denial of variance exemption for the installation of the fire hydrant.

Mayor Pro-Tem Tafolla, seconded by Commissioner Kerr, moved to approve Final Plat for Saint's Plaza Subdivision, being a 1.25-acre tract of land out of Farm Tract 109, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located 1,800 feet south of the intersection of Mile 10 North and N. Texas Boulevard, approving variance to sanitary sewer and denying variance to the installation of a fire hydrant as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to approve Resolution 2017-49 engaging legal counsel and rate consultants to review the AEP Texas Company's requested approval of an adjustment to its 2018 Energy Efficiency Cost Recovery factor, and authorize the Mayor to execute any related documents. Possible action. (Staffed by the City Manager's Office).

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

Mike Perez, City Manager, recommended approval stating AEP has filed an adjustment to its 2018 Energy Efficiency Cost Recovery factor and the resolution allows cities to join and review the application for appropriate action.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to approve Resolution 2017-49 engaging legal counsel and rate consultants to review the AEP Texas Company's requested approval of an adjustment to its 2018 Energy Efficiency Cost Recovery as presented. The motion carried with Commissioner Kerr abstaining; Mayor Suarez was present and voting.

For the record, the following is the resolution:

RESOLUTION NO. R2017-49

RESOLUTION OF THE CITY OF WESLACO APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TO REVIEW AEP TEXAS INC.'S REQUESTED APPROVAL OF AN ADJUSTMENT TO ITS ENERGY EFFICIENCY COST RECOVERY FACTOR; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; 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 LEGAL COUNSEL.

WHEREAS, on or about June 1, 2017, AEP Texas Inc. ("AEP" or "Company"), pursuant to the Public Utility Regulatory Act ("PURA") § 39.905 and Public Utility Commission of Texas ("Commission" or "PUC") Substantive Rule 25.181(f), filed with the Commission an application for a 2018 Energy Efficiency Cost Recovery Factor ("EECRF"), PUC Docket No. 47236; and

WHEREAS, the City of Weslaco will cooperate with similarly situated city members and other city participants located within the AEP service area in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, working with the Cities Served by AEP ("Cities") to review the rates charged by AEP allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, Cities has a history of participation in PUC dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates in AEP's service area to protect the interests of municipalities and electric customers residing within municipal boundaries; and

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

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

1. That the City is authorized to participate with Cities in PUC Docket No. 47236.
2. That subject to the right to terminate employment at any time, the City of Weslaco hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
3. That the City's reasonable rate case expenses shall be reimbursed by AEP.
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.
5. A copy of this Resolution shall be sent to Chris Brewster, Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this the 20TH day of JUNE, 2017.

CITY OF WESLACO
/s/David Suarez, **MAYOR**

ATTEST:
/s/Elizabeth M. Walker, **CITY SECRETARY**
APPROVED AS TO FORM:
/s/Juan E. Gonzalez, **CITY ATTORNEY**

F. Discussion and consideration on the Weslaco Centennial Celebration proposed schedule of events and activities. Possible action. (Staffed by City Manager's Office).

The City Manager met with the Centennial Committee and presented two schedules of events and activities as drafted by the Centennial Committee and its sub-committees. The City Manager proposed a schedule that reflects ideas from both agendas, with events beginning Thursday and ending Tuesday at the Stadium that would allow community-wide participation.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to approve as recommended by the City Manager. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration on Letter of Intent and approval to proceed with Investment Grade Audit with Siemens Industry Inc. for implementation of an energy savings program and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Managers Office).

The City Manager stated proposals were solicited and reviewed by sub-committee comprised of Mayor, Mayor Pro-Tem Tafolla, and Commissioner Lopez. The State Energy Conservation Office (SECO) noted there is a 2% loan program that is available for energy savings projects to the City. An assessment of proposed projects would be needed: SECO would charge \$200,000.00; Siemens Industry proposes a fee of \$85,000.00 that would only be assessed if the projects identified as energy savings were not done. The recommendation is to approve a Letter of Intent with Siemens Industry Inc for the audit of energy savings projects.

Mayor Pro-Tem Tafolla, seconded by Commissioner Kerr, moved to approve Letter of Intent and approval to proceed with Investment Grade Audit with Siemens Industry Inc. for implementation of an energy savings program as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to approve the purchase of computers using BuyBoard contract as budgeted in an amount not to exceed \$35,000.00 and authorize the Mayor to execute any related document. Possible action. (Staffed by Information Technology)

Jose Pena, IT Director, stated last year HP computers were purchased. Quotes were requested for computers with specifications of a micro-tower that includes DVD burner; staff recommends purchase of G4 computers from PCMG as the best offer meeting needs of the departments.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve the purchase of computers using BuyBoard contract as budgeted in an amount not to exceed \$35,000.00 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to approve an Interlocal Agreement with the City of Edinburg for a manhole replacement program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)

The City Manager stated \$100,000.00 is budgeted for manhole replacement. Two other cities, Edinburg and Pharr, already have prepared bid and specification documents for manhole replacement. The City Manager recommends authorization to enter into an agreement with Edinburg that would allow Weslaco to participate in the specifications documents already prepared and bided out. The interlocal would be authored by the City, reviewed by City Attorney, be more cost effective and is permitted under the Texas Local Government Code.

Commissioner Kerr, seconded by Commissioner Pedraza, moved to approve an Interlocal Agreement with the City of Edinburg for a manhole replacement program as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VIII. EXECUTIVE SESSION

At 7:01 p.m. Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved the regular meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:59 p.m. Mayor Suarez announced the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

There was no action on this item.

B. Personnel - Review of applications for Associate Municipal Judge and possible selection of a short list of applicants to be interviewed as authorized by §551.074 of the Texas Government Code

Commissioner Kerr, seconded by Commissioner Lopez, moved to interview Jaime Balli, Juan Ramon Alvarez, Jose A. Ramirez and Miguel Wise for Associate Municipal Judge. The motion carried unanimously, Mayor Suarez was present and voting.

C. Pending Litigation - Consultation with City Attorney regarding City of Weslaco v. Briones Consulting and Engineering as authorized by §551.071 of the Texas Government Code.

There was no action on this item.

D. Pending Litigation - Consultation with City Attorney regarding Cause No. C-6090-14-B, Zequiel Montez, Gabriel Montez, Nora Montez, Irma M. Torres and Norma Garcia v. City of Weslaco as authorized by §551.071 of the Texas Government Code.

There was no action on this item.

E. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to Project Chicken Hatch "B" as authorized by §551.087 of The Texas Government Code.

Mayor Suarez abstained from discussion in Executive Session and vote and filed a conflict of interest disclosure statement.

Commissioner Kerr, seconded by Commissioner Lopez, moved to authorize Mayor Pro-Tem Tafolla and Joe Olivares to negotiate property within the parameters as discussed in executive session. The motion carried; Mayor Suarez abstained.

F. Economic Development – Consultation with City Attorney regarding amending Development Agreement between City and Weslaco Economic Development Corporation as authorized by §551.087 of The Texas Government Code.

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

X. ADJOURNMENT

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to adjourn at 8:02 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker

MAYOR PRO-TEM, Gerardo “Jerry” Tafolla

ABSENT
COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

ABSENT
COMMISSIONER, Olga Noriega

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



**RECORD OF WORKSHOP
OF THE WESLACO CITY COMMISSION
AND
THE COLLECTIVE BARGAINING REPRESENTATIVES FOR
THE CITY OF WESLACO
AND WESLACO MUNICIPAL POLICE UNION**

AT 2:00 PM – WEDNESDAY, JULY 5, 2017

AT 2:00PM - THURSDAY, JULY 6, 2017

The meeting of Wednesday, July 5, 2017 was cancelled.

On the 6th day of July at 2:00 p.m., members of the City Commission of the City of Weslaco, Texas appointed to the negotiating team convened in a Workshop at City Hall in the Planning Conference Room located at 255 S. Kansas Avenue. A quorum of the City Commission may be present but no action is expected.

The following members of the negotiating teams were present:

Mayor	David Suarez
Mayor Pro-Tem	Gerardo “Jerry” Tafolla
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Attorney	Juan Gonzalez
Weslaco Municipal Police Union	Dolores Salinas
Weslaco Municipal Police Union	Felix Salinas
Attorney for WMPU	David Willis
Texas Municipal Police Association	Mike Gomez (via teleconference)

Also present: Elizabeth M. Walker, City Secretary; Mary Barrera, Finance Director; Chief Stephen Mayer, Police.

I. Call to Order.

At 2:15 p.m., the meeting called to order, with the City team noting the absence of Commissioner Olga Noriega and the Union team noting the absence of Alvino Flores.

II. Discussion, consideration and negotiations for the purpose of collective bargaining under Chapter 174 of the Texas Local Government Code between City of Weslaco and the Weslaco Municipal Police Union.

The teams agreed to post the next meetings on Wednesdays, July 19, July 26, and August 2, commencing at 2:00 p.m. and expecting to stay until at least 4:00 p.m., maybe as late as 6:00 p.m.

Reviewing the proposed “Negotiation Ground Rules and Regulations,” the Union team stated they could not accept rule 3 as presented, but agreed to the following language: “No one from either negotiation team will talk to the media without the other side being *afforded the opportunity to be present during the negotiation process.*”

Other changes agreed are the maximum number of members on each team will be five (5) individuals, with negotiations continuing if two are missing from the five. Mr. David Willis will be responsible for preparing the contract and keeping track of all changes, using a redline document in a shared electronic dropbox.

The Union will provide its proposal three days prior to July 19, when the teams will commence with negotiation of non-monetary considerations first.

Each team commented favorably on the expected process, expressing value for the members and their civility.

III. Adjourn.

The meeting stood adjourned at 2:50 p.m. on July 6, 2017.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker



Standardized Agenda Request Form

Date of Meeting: July 18, 2017		Agenda Item No. (to be assigned by CSO): 2017-1038
From: Mardoqueo Hinojosa		
Subject: Ordinance 2017-31 rezoning 113 Adelita Street, also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District and authorize the Mayor to execute any related documents. (First reading of Ordinance 2017-31 was held June 20, 2017; Staffed by Planning and Code Enforcement.)		
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-1 One Family Dwelling District. Sixteen (16) property owners within 200 feet of the applicant's property were notified by letter on May 26, 2017.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on May 22, 2017.		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval on June 7, 2017.		
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Exhibit, Rezone Application, Ordinance 2017-31		
Responsibilities upon Approval:		

Staff will advise applicant.

Rezone Request

R-1 One Family Dwelling District to
R-2 Duplex and Apartment District

Legend

113 Adelita St

Sugarcane Drive

Water Plant

113 Adelita St

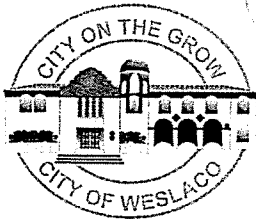
FM
88

Google earth

© 2016 Google

900 ft





APPLICATION FOR REZONING

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

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

FILE NO. REZ17-00008

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 12 Block _____

Subdivision Name Colonia San Francisco

Street Address Adelita

Existing Zoning M R-1 Existing Land Use None

Proposed Zoning MZ R-2 Proposed Land Use Apartments

☒ \$300.00 non-refundable filing fee.

☒ Detailed dimensioned site plan/map must be submitted with this request.

☒ Survey and metes and bounds if the legal description is a portion of a lot.

☒ City and school tax receipts attached.

☒ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Leonardo Munoz Phone 973-0500

Address 3533 Moreland Dr. Fax: _____

City Weslaco State TX Zip Code 78096 E-Mail: leo@trinitymex.com

OWNER

Name Same As Above Phone _____

Address _____ Fax: _____

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

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

Signature [Signature] Date 5.9.17

Owner

Signature _____ Date _____

Applicant

Signature _____ Date _____

Authorized Agent

STAFF USE ONLY

Accepted By Ad Payment Received By Ad Date Paid 5/10/17

Notice of Public Hearing Sent to Property Owners within
200' of Proposed Site

Date _____

P & Z Notice of Public Hearing Published in Newspaper

Date _____

City Commission Notice of Public Hearing Published

Date _____

Presented to P & Z Commission

Date _____

Approved _____ Disapproved _____ Tabled _____

Presented to City Commission

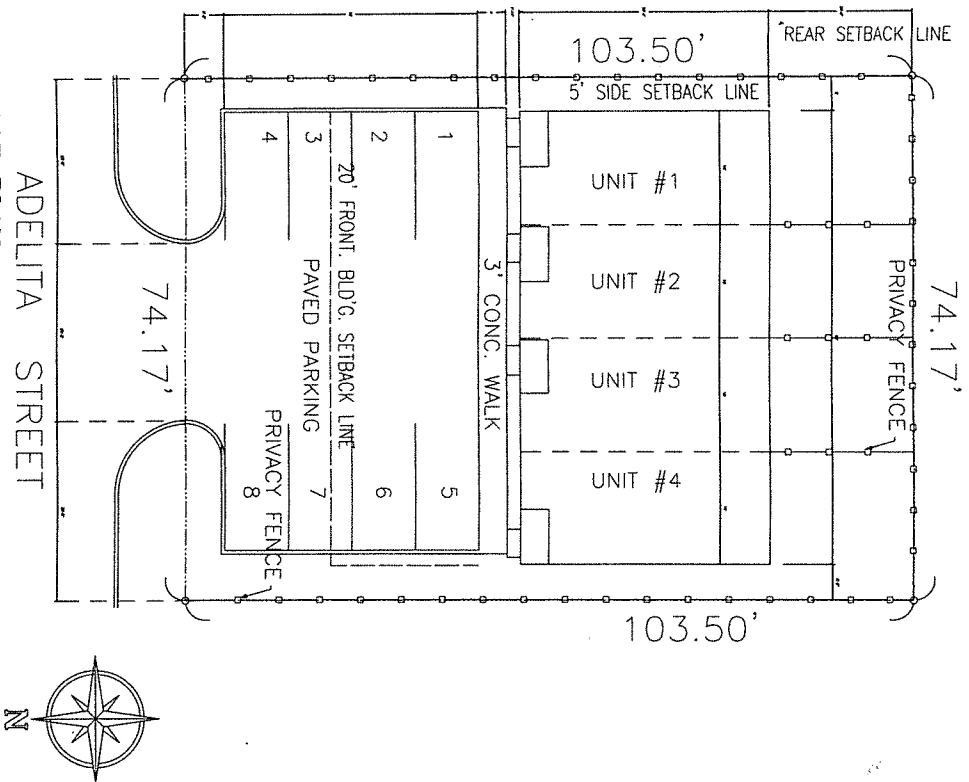
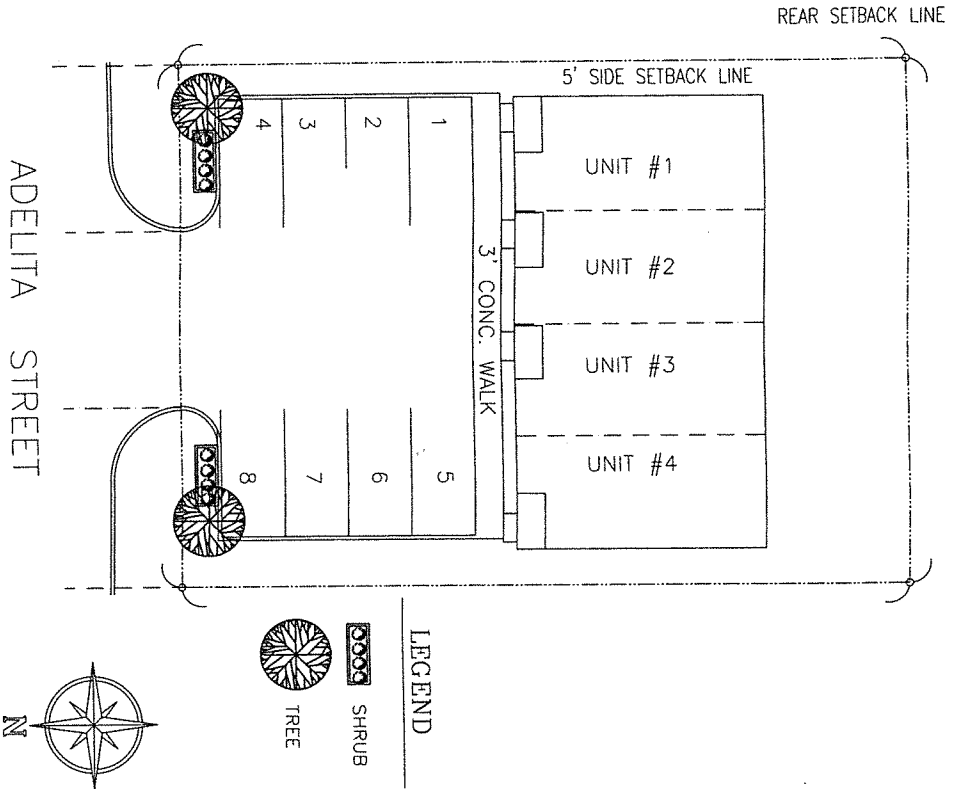
Date _____

Approved _____ Disapproved _____ Tabled _____

Ordinance No. _____

20' ALLEY

20' ALLEY



LOT 12, COLONIA SAN FRANCISCO
DE WESLACO, WESLACO, TX.

ADELITA APARTMENTS

113 ADELITA , WESLACO

TEXAS

A1.1

PROJECT #: 11314
DATE: 06/01/17
CHECKED BY: JLM

REVISION:

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

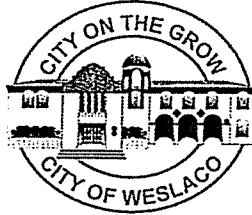
CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 7, 2017 at 5:30 p.m. and the City Commission will also hold a Public Hearing on Tuesday, June 20, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests: Si desea informacion en espanol, llame al departamento de Planeacion de la Ciudad de Weslaco, (956) 447-3401. Amirta L. Trejo is requesting to rezone 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Leonardo Munoz is requesting to rezone 113 Adelita Street also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before June 7, 2017, for the Planning and Zoning Commission and on or before June 20, 2017, for the City Commission. For additional information, contact the Planning Department at (956) 447-3401 /S/ MARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer

[Click here to view the public notice as it appeared in print.](#)

Appeared in: ***The Monitor*** on Monday, 05/22/2017

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

May 26, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 7, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, June 20, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests:

REZONE REQUEST:

Leonardo Munoz is requesting to rezone 113 Adelita Street also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District.

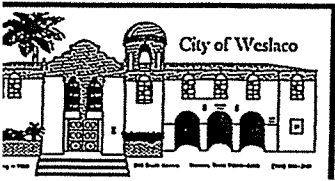
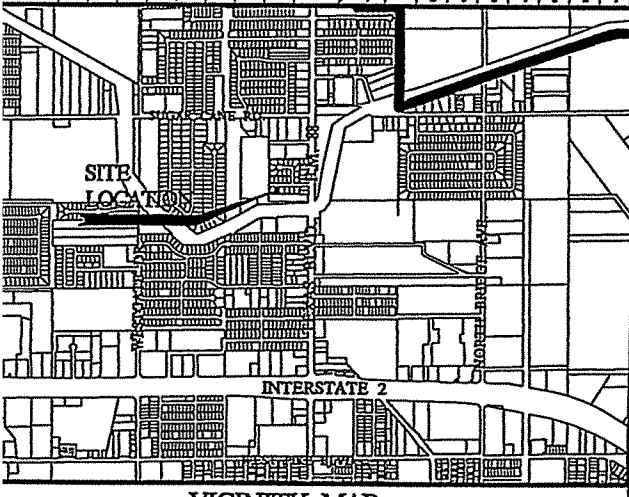
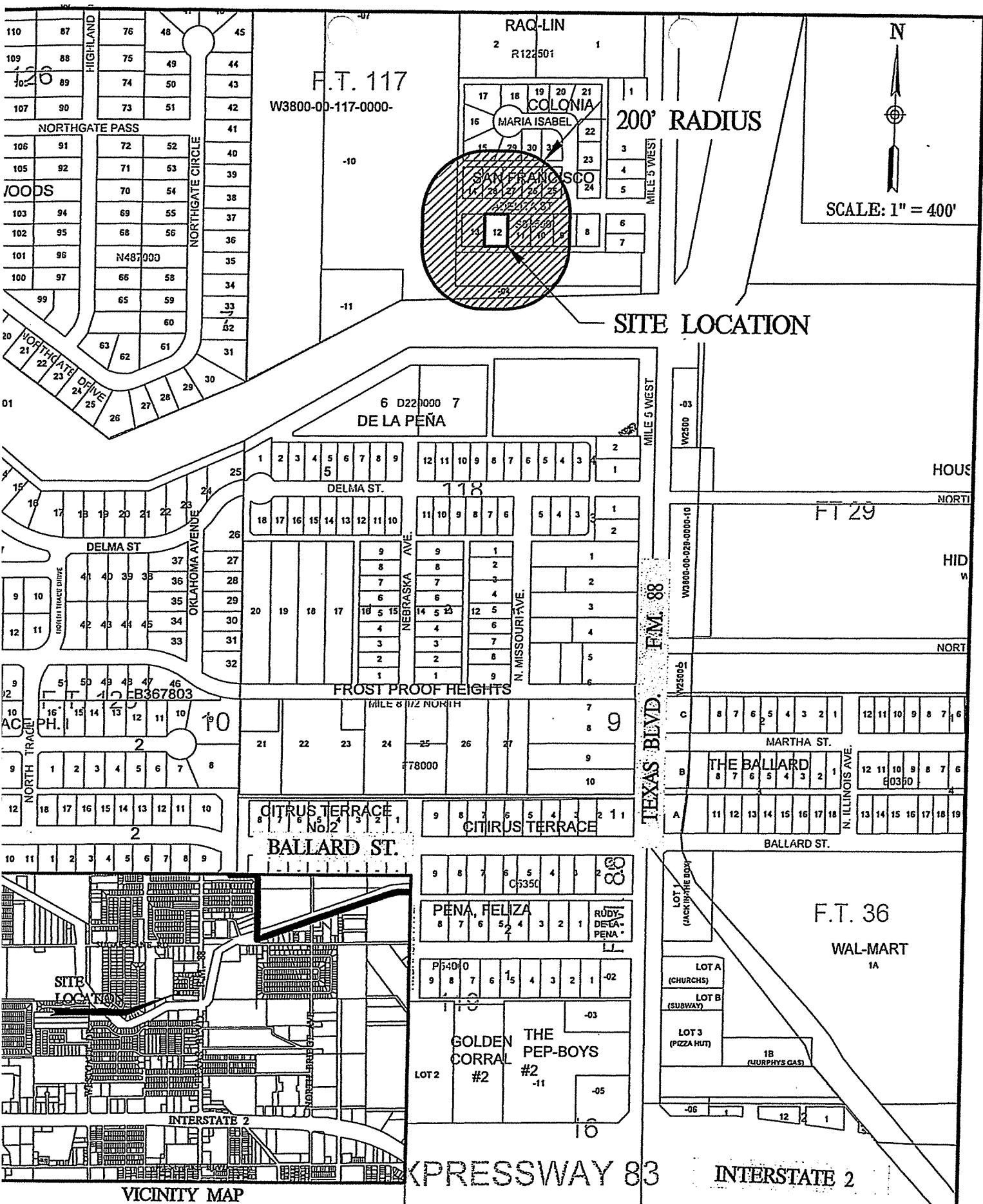
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

MH/mh



LEONARDO MUNOZ
 113 ADELITA ST.
 LOT 12
 COLONIA SAN FRANCISCO DE WESLACO
 EXIST ZONING: R-1 PROP ZONING: R-2



MAY 22, 2017

DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0009-00 SAN FRANCISCO LT 9 107 ADELITA ST	L: 16041 B: 0
DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0010-00 SAN FRANCISCO LT 10 109 ADELITA ST	L: 16043 B: 0
LARA ELEAZAR & LIANA A B PO BOX 1970 DONNA TX 78537	S0650-00-000-0011-00 SAN FRANCISCO LT 11 111 ADELITA ST	L: 23682 B: 120336
CRUZ ENRIQUE 1102 EDNA ST WESLACO TX 78599	S0650-00-000-0012-00 SAN FRANCISCO LT 12 113 ADELITA ST	L: 16043 B: 0
LF TRINITY DEVELOPMENT GROUP 3533 MORELAND DR STE A WESLACO TX 78596	S0650-00-000-0013-00 SAN FRANCISCO LT 13 115 ADELITA ST	L: 16043 B: 143948
PENA BENIGNO 4793 W EXPRESSWAY 83 HARLINGEN TX 78552	S0650-00-000-0014-00 SAN FRANCISCO LOT 14 116 ADELITA ST	L: 13306 B: 20844
LEOS NORA 1914 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0015-00 SAN FRANCISCO LT 15 1914 MARIA ISABEL DR	L: 14553 B: 106015
DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0025-00 SAN FRANCISCO LT 25 108 ADELITA ST	L: 13306 B: 0
GONZALEZ JUAN & NELDA 3308 ROSEWOOD DR WESLACO TX 78599	S0650-00-000-0026-00 SAN FRANCISCO LT 26 110 ADELITA ST	L: 13306 B: 0
GARCIA NELDA 112 ADELITA ST WESLACO TX 78599	S0650-00-000-0027-00 SAN FRANCISCO LT 27 112 W ADELITA ST	L: 13306 B: 77893
GARCIA NELDA 112 ADELITA ST WESLACO TX 78599	S0650-00-000-0028-00 SAN FRANCISCO LT 28 0	L: 13306 B: 107665
RODRIGUEZ RENE 500 E LOS TORRITOS ST WESLACO TX 78596	S0650-00-000-0029-00 SAN FRANCISCO LT 29 1912 MARIA ISABEL DR	L: 14553 B: 0

City of Weslaco Code Enforcement Dept.

MAY 22, 2017

RODRIGUEZ EDUARDO E & EMMA L	S0650-00-000-0030-00	L: 13306
1910 MARIA ISABEL DR	SAN FRANCISCO LT 30	B: 30264
WESLACO TX 78599	1910 MARIA ISABEL DR	
SALAS MARIA DEL CARMEN & JESUS	S0650-00-000-0031-00	L: 13929
1908 MARIA ISABEL DR	SAN FRANCISCO LT 31	B: 23524
WESLACO TX 78599	1908 MARIA ISABEL DR	
WILSON STEVE R & ELSA A	W3800-00-117-0000-04	L: 191252
301 W STEVE DR	WEST TRACT S108'- E660' FT 117 C	B: 33098
WESLACO TX 78599	COUNTRYSIDE M/H PARK 1.64 AC GR 1	
	118 W STEVE DR	
WILSON FAMILY TRUST	W3800-00-117-0000-10	L: 0
121 W SUGAR CANE DR	WEST TRACT E10.18AC-W22.82AC FT	B: 0
WESLACO TX 78599	117 10.18AC	
	0 FM 88	

ORDINANCE NO. 2017-31

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 113 ADELITA STREET, ALSO BEING LOT 12, COLONIA SAN FRANCISCO SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENTS 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 Apartments District being Lot 12, Colonia San Francisco Subdivision, West Tract Subdivision, also being 113 Adelita Street, 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 20th day of June, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 18th day of July, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: July 18, 2017		Agenda Item No. (to be assigned by CSO): 2017-1040
From: Mardoqueo Hinojosa		
Subject: Ordinance 2017-32 rezoning 724 N. Padre Avenue also being Lot 24, Block 3, 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 of Ordinance 2017-32 was held June 20, 2017; Staffed by Planning and Code Enforcement.)		
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on May 26, 2017.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on May 22, 2017.		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on June 7, 2017.		
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Exhibit, Application and Supplements, Ordinance 2017-32		
Responsibilities upon Approval:		

Staff will advise applicant.

Rezone Request

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

Legend

724 N Padre Ave
Commercial Dr

Interstate 2

DOLORES - HUERTA

Pike Boulevard

UTAH - AVE

PADRE - AVE

TIO - AVE

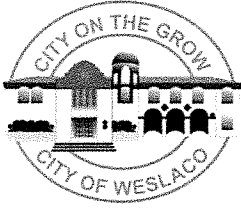
724 N Padre Ave

Google earth

© 2016 Google

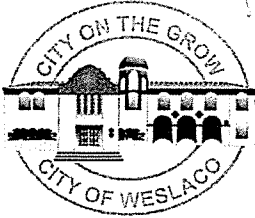
700 ft





Planning & Zoning Commission Standardized Agenda Request Form

Date of Meeting: June 7, 2017	Agenda Item No. (to be assigned by PCE): II. A.
From: Mardoqueo Hinojosa, P.E., Planning Director/City Engineer, on behalf of Amirta L. Trejo.	
Subject/Agenda Item: Discussion and consideration to rezone 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District.	
Discussion/Overview: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on May 22, 2017. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on May 26, 2017.	
Staff recommendation for Commission's Action: Staff recommends approval.	
Additional Action Prompted: ☒ Mayor's Signature ☒ Public Hearing ☐ Budget Amendment ☐ Resolution ☒ Ordinance – First Reading ☒ Ordinance – Final Reading	
Advisory Review, (if any): (name of board/committee, date of action, recommendation): N/A	
If item previously considered, provide date and action by Commission: N/A	
Attachments,(if any): Application for Rezone with attachments.	
Responsibilities upon Commission's Action: Planning staff will advise applicant.	



APPLICATION FOR REZONING

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

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

FILE NO. REZ17-00007

RECEIVED

MAY 05 2017

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 24 Block 3

Planning & Zoning Dept.

Subdivision Name El Texano

Street Address 724 N. Padre Ave. Weslaco, TX 78596

Existing Zoning vacant Existing Land Use R-1

Proposed Zoning _____ Proposed Land Use ~~R-1~~ B1

☒ \$300.00 non-refundable filing fee.

☒ Detailed dimensioned site plan/map must be submitted with this request.

☐ Survey and metes and bounds if the legal description is a portion of a lot.

☒ City and school tax receipts attached.

☒ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Amirita L. Trejo Phone 956 332-4695

Address 321 Samoa Dr Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: amirita.33@att.net

OWNER

Name Same Phone _____

Address _____ Fax: _____

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

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

Signature [Signature] Date 5-5-17
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

CITY OF WESLACO

956-968-3181

***** R E P R I N T R E C E I P T *****

REC#: 02254174 5/05/2017 1:57 PM

OPER: KArev TERM: 036

REF#:

PAID BY:

TRAN: 235.1000 PROCESSING FEE

2117

01 -400-3200

PROCESSING FEE-ONLI 5.00CR

TRAN: 204.0000 REZONING APPL FEE

2117

01 -400-1027

REZONING APPLICATIO 300.00CR

TENDERED: 320.00 CASH

APPLIED: 305.00-

255 S. KANSAS AVE ■ WESLACO, TEXAS

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

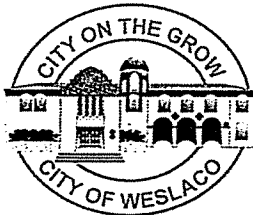
CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 7, 2017 at 5:30 p.m. and the City Commission will also hold a Public Hearing on Tuesday, June 20, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests: Si desea informacion en espanol, llame al departamento de Planeacion de la Ciudad de Weslaco, (956) 447-3401. Amirta L. Trejo is requesting to rezone 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Leonardo Munoz is requesting to rezone 113 Adelita Street also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before June 7, 2017, for the Planning and Zoning Commission and on or before June 20, 2017, for the City Commission. For additional information, contact the Planning Department at (956) 447-3401 /S/ MARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer

[Click here to view the public notice as it appeared in print.](#)

Appeared in: **The Monitor** on Monday, 05/22/2017

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

May 26, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 7, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, June 20, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests:

REZONE REQUEST:

Amirta L. Trejo is requesting to rezone 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District.

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

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

Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

MH/mh

City of Weslaco Code Enforcement Dept.

MAY 22, 2017

PALOMO GABRIEL 509 COUNTRY LN WESLACO TX 78596	E4900-00-002-0001-00 EL TEXANO BLK 2 LT 1 1404 N TIO AVE	L: 28311 B: 0
LEIJA MARY LOU ET AL OLIVIA O GARZA 717 N NEVEDA AVE WESLACO TX 78596	E4900-00-003-0001-00 EL TEXANO BLK 3 LTS 1-4 717 N NEVADA AVE	L: 73589 B: 26177
PALOMO CESAR 715 N NEVADA AVE WESLACO TX 78596	E4900-00-003-0005-00 EL TEXANO BLK 3 LT 5 715 N NEVADA AVE	L: 18750 B: 25670
ALANIZ, OVERLIN 711 N NEVADA AVE WESLACO TX 78596-5007	E4900-00-003-0006-00 EL TEXANO BLK 3 LT 6 711 N NEVADA AVE	L: 15313 B: 0
CAVAZOS MIGUEL P 712 N PADRE AVE WESLACO TX 78596	E4900-00-003-0019-00 EL TEXANO LT 19 & 20 BLK 3 712 N PADRE AVE	L: 37500 B: 50985
LEAL GUADALUPE 716 N PADRE AVE WESLACO TX 78596	E4900-00-003-0021-00 EL TEXANO BLK 3 LT 21 716 N PADRE AVE	L: 18750 B: 21293
RIVERA GUADALUPE V I 716 N PADRE AVE WESLACO TX 78596	E4900-00-003-0022-00 EL TEXANO BLK 3 LT 22 716 N PADRE AVE	L: 18750 B: 1921
CASTILLO ROSA ELENA 720 N PADRE AVE WESLACO TX 78596	E4900-00-003-0023-00 EL TEXANO LOT 23 BLK 3 720 N PADRE AVE	L: 18750 B: 23233
SALINAS OSCAR 7728 VILLA RAMA SOUTH ST MISSION TX 78572	E4900-00-003-0024-00 EL TEXANO BLK 3 LT 24 722 N PADRE AVE	L: 18750 B: 0
TREJO ANTONIO & AMIRTA 321 SAMOA DR WESLACO TX 78599	E4900-00-004-0001-00 EL TEXANO BLK 4 LTS 1 & 2 723 N PADRE AVE	L: 37500 B: 51852
MARTINEZ MARGARITO & SULEMA 717 N PADRE AVE WESLACO TX 78596	E4900-00-004-0003-00 EL TEXANO BLK 4 LTS 3 & 4 717 N PADRE AVE	L: 37500 B: 27694
VILLEZCAS SILVIA IRENE ET AL 715 N PADRE AVE WESLACO TX 78596	E4900-00-004-0005-00 EL TEXANO BLK 4 LT 5 715 N PADRE AVE	L: 18750 B: 13282

City of Weslaco Code Enforcement Dept.

MAY 22, 2017

MORIN MIGUEL A 713 N PADRE AVE WESLACO TX 78596	E4900-00-004-0006-00 EL TEXANO BLK 4 LT 6 713 N PADRE AVE	L: 18750 B: 18730
SOLIS HECTOR & LEONOR C 203 W LIVE OAK DR WESLACO TX 78596	E4900-00-004-0022-00 EL TEXANO BLK 4 LOT 22 718 N UTAH AVE	L: 14700 B: 55722
GONZALEZ FELICITAS CAMARILLO 720 N UTAH AVE WESLACO TX 78596	E4900-00-004-0023-00 EL TEXANO BLK 4 LT 23 720 N UTAH AVE	L: 18000 B: 16950
IGLESIA DE DIOS PENTECOSTAL MOVIMIENTO INTERNACIONAL PO BOX 431722 HOUSTON TX 77243	E4900-00-004-0024-00 EL TEXANO LOT 24 BLK 4 722 N UTAH AVE	L: 18000 B: 70237
MCALLEN ROBERT A 1114-A S WESTGATE DR WESLACO TX 78596	W3800-00-041-0000-00 WEST TRACT 0.69AC BEING AN IRR T R-E180.10'-W773.25'-S216.49' FT 1421 E PIKE BLVD	L: 135254 B: 230541
DOS LOGISTICS INC 1002 E EXPRESSWAY 83 WESLACO TX 78596	W3800-00-041-0000-01 WEST TRACT AN IRR TR W140.27'-E2 90.40'-S387.48' FT 41 1.15AC 1.0 1002 E EXPRWY 83	L: 209093 B: 396269
MORAN RAFAEL SR & CATALINA 1000 E EXPRESSWAY 83 WESLACO TX 78596	W3800-00-041-0000-02 WEST TRACT 0.86AC-W5.223AC-S10AC FT 41 1000 E EXPRWY 83	L: 168575 B: 107495
RIOS ROLANDO 2370 N EXPRESSWAY STE 1238 BROWNSVILLE TX 78521-1206	W3800-00-041-0000-04 WEST TRACT 1.36AC BEING AN IRR T R-W195'- S425.77' EXC W132.75'-S 1 E EXPRWY 83	L: 265639 B: 0
TEXAS HEALTH CARE MOBILE 2302 E 12TH ST WESLACO TX 78596	W3800-00-041-0000-06 WEST TRACT AN IRR TR E162.48'- W 593.15'- S323.94' FT 41 1.04AC N 1416 E BUS HWY 83	L: 201901 B: 181926

ORDINANCE NO. 2017-32

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 724 N. PADRE AVENUE, ALSO BEING LOT 24, BLOCK 3, EL TEXANO SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING DISTRICT 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 Lot 24, Block 3, El Texano Subdivision, West Tract Subdivision, also being 724 N. Padre Avenue, 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 20th day of June, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 18th day of July, 2017

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **CITY OF WESLACO**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about September 1, 1994, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:
 1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of \$48,564.00 of all current and delinquent base taxes collected from October 1st 2017 through September 30, 2018. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 21st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.
 2. COUNTY will be paid by deducting the fee at the rate of \$4,047.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.
2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF WESLACO

BY: _____
David Suarez
City Mayor

ATTEST:

Secretary, Board of Trustees

HIDALGO COUNTY

By: _____
Ramon Garcia
Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr.
Hidalgo County Clerk

LAW OFFICE OF RICHARD S. TALBERT

612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578

Fax (956) 968-0698

rstlaw@bizrgv.rr.com

File No. 8900

June 20, 2017

HAND-DELIVERED

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

Re: Hidalgo County Emergency Services District No. 1 (the District) and City of Weslaco (the City) -
Interlocal Governmental Agreement - Ambulance Service for the period October 1, 2017, through
September 30, 2019 (the 2017-2019 IGAAS)

Dear Mr. Perez:

In accordance with our recent conversations, enclosed herein please find duplicate originals of the proposed 2017 - 2019 IGAAS between the District and the City. The documents are exactly the same as the current 2015 - 2017 IGAAS except for the change in applicable dates.

As indicated by the signatures thereon, the enclosed 2017 - 2019 IGAAS has already been approved by the District's Board of Commissioners in anticipation of the City's consideration of renewing the on-going relationship with the District. The current IGAAS does not expire until September 30, 2017; however, in order to insure continued service to its residents, the Board of Commissioners would appreciate a confirmation of the City Commission's approval of the new agreement no later than August 1, 2017.

If acceptable, please return one fully executed original to my office. If not acceptable, please do not hesitate to contact me to discuss any issues which the City may have with the proposal.

Thanking you in advance for the City's continued cooperation, I remain

Very truly yours,



RICHARD S. TALBERT

RST/rt

Enclosures (as stated)

pc: Hidalgo County Emergency Services District No.1
P.O. Box 1010
Weslaco, TX 78599-1010

INTERLOCAL GOVERNMENTAL AGREEMENT AMBULANCE SERVICE

THE STATE OF TEXAS

§

COUNTY OF HIDALGO

§

THIS INTERLOCAL GOVERNMENTAL AGREEMENT - AMBULANCE SERVICE, hereinafter called the "Agreement", is made on the last date written below by and between the **CITY OF WESLACO**, a municipal corporation, acting through its Mayor and City Commission, hereinafter called "CITY," and the **HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, a political subdivision of the State of Texas, acting through its duly appointed Board of Commissioners, hereinafter called "DISTRICT," and is as follows, to-wit:

WHEREAS, the CITY has established an ambulance service in compliance with the laws of the State of Texas to answer emergency calls, which service is provided through its Fire Department; and

WHEREAS, the DISTRICT has legal authority to provide for, among other services, emergency ambulance service to rural areas within the DISTRICT, and wishes to enter into an agreement with the CITY to provide emergency ambulance service to those rural areas of Hidalgo County, Texas, located within the established boundaries of the DISTRICT;

NOW, THEREFORE, for good and valuable consideration, including the covenants and conditions set forth below, the CITY and the DISTRICT do mutually covenant and agree as follows, to-wit:

1. For the period from October 1, 2017, to September 30, 2019, the CITY agrees to provide emergency ambulance service to those areas of rural Hidalgo County Texas, not located within an incorporated city/town which is excluded from the DISTRICT, but located within the established boundaries of the DISTRICT as shown on *Exhibit "A"* attached hereto and to charge the same rates and charges for such service as the established rates and charges for emergency ambulance service within the CITY as of the commencement date hereof. The DISTRICT agrees to provide the CITY with any changes to its established exterior boundaries within fifteen (15) days after those changes occur and become known to DISTRICT. Provided further, the CITY shall also respond to any emergency call relating to any accident within five hundred feet (500') of the boundaries of the DISTRICT.

In providing services under this Agreement, the CITY agrees that not less than two (2) ambulances used to service the DISTRICT shall be rated as Mobile Intensive Care Units which shall include, but not be limited to, in its equipment a defibrillator and that all other ambulances shall be rated as Advanced Life Support Units or better. The CITY further agrees to maintain all appropriate certifications under the laws of the State of Texas required for the CITY to provide the services hereunder and to advise the DISTRICT within five (5) days of the suspension, revocation or termination of any such certification.

2. The DISTRICT agrees to pay the CITY the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) payable in arrears in quarterly installments of THIRTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$31,250.00) each on January 1, 2018, April 1, 2018, July 1, 2018, October 1, 2018, January 1, 2019, April 1, 2019, July 1, 2019 and October 1, 2019.

3. During the term of this Agreement, the CITY shall carry a general liability insurance policy (including coverage for vehicles and emergency medical services) covering all calls made in the DISTRICT with the same coverages and terms as applies to such policy for calls made in the CITY. The CITY agrees to carry the DISTRICT as an additional insured on such policy carried by the CITY. The CITY agrees to provide the DISTRICT with a copy of the coverage page of such policy indicating the term and amount of coverage and confirming the DISTRICT as an additional insured thereon.

4. The CITY shall be responsible for issuing and collecting all emergency ambulance call billings and invoices generated as a result of the CITY providing such emergency ambulance service. The CITY shall keep all monies it collects as a result of its emergency ambulance calls. The DISTRICT is not responsible for the non-payment of an such billings and/or invoices which the CITY are unable to collect.

5. To the extent of its liability under the Texas Tort Claims Act, the DISTRICT agrees to indemnify the CITY and hold the CITY harmless from any loss or damage of or from any claim for property damage or personal injury that is not covered by any insurance carried by the CITY, that may be made against the CITY or its employees arising out of, or in connection with, the CITY providing emergency ambulance service under this Agreement and that is directly attributable to a negligent act or omission on behalf of any officer or employee of the DISTRICT. To the extent of its liability under the Texas Tort Claims Act, the CITY agrees to indemnify the DISTRICT and hold the DISTRICT harmless from any loss or damage of or from any claim for property damage or personal injury that is not covered by any insurance carried by the CITY, that may be made against the DISTRICT or its employees arising out of, or in connection with, the CITY providing emergency ambulance service under this Agreement and that is directly attributable to a negligent act or omission on behalf of any officer, agent or employee of the CITY.

6. The CITY reserves the right to alter its fee schedule for ambulance service at any time without notice to the DISTRICT so long as such modification applies to all calls made by the CITY and does not discriminate against calls made within the DISTRICT.

7. The parties stipulate and agree that the CITY is an independent contractor under the terms of this Agreement and that the CITY shall have exclusive control and authority over the manner in which it provides the emergency ambulance services provided for under this Agreement. The CITY does agree to use its best efforts to coordinate such service through the 911 service provided under the auspices of the Hidalgo County Commissioners Court as administered by the Lower Rio Grande Valley Development Council.

8. Unless otherwise terminated as provided herein, this Agreement shall remain in force and effect from October 1, 2017, to September 30, 2019, and may be extended for such terms and on such conditions as the parties may agree at anytime. This Agreement shall further be subject to termination by either the CITY or the DISTRICT upon ninety (90) days' written notice to the other party. If either the CITY or the DISTRICT elects to terminate this agreement before September 30, 2019, this Agreement shall expire at 12:01 A.M. on the 91st day next following the date of receipt of the letter notifying the other party of the intention to terminate same. If at the end of the primary term under this Agreement, this Agreement has not been extended, it will automatically continue for three (3) months under the same terms and conditions.

9. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors, and assigns. The duties undertaken by either the CITY or the DISTRICT may not be assigned without written consent of the other party hereto.

10. Beginning on November 15, 2017, and by the 15th of each month thereafter, the CITY shall provide the DISTRICT with a monthly report of activity for the preceding month and the year to date under the term of this Agreement. Such monthly report shall be in form to be mutually acceptable to both parties; provided, it is specifically agreed that such report shall be in compliance with the requirements of Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164, and all other applicable state and federal law. To the extent and in the form required, the reports shall include information detailing the number, location and type of calls for such current month and fiscal year to date totals, the amount billed for services rendered during such current month and fiscal year to date totals, the amount collected for services rendered during such current month and fiscal year to date totals, and such other information as the CITY and DISTRICT may from time to time agree. It is expressly agreed that if the CITY fails to deliver any such reports that the DISTRICT may withhold all payments provided for above until such time as the CITY is current on its obligation to provide such reports.

Signed this _____ day of _____, 2017.

CITY OF WESLACO

By: _____
DAVID SUAREZ, Mayor

ATTEST:

ELIZABETH M. WALKER,
City Secretary

APPROVED AS TO FORM:

JUAN GONZALEZ, City Attorney

Signed this 19th day of June, 2017.

**HIDALGO COUNTY EMERGENCY SERVICES
DISTRICT NO. 1**

By: 
ROBERT REKTORIK, President

ATTEST:

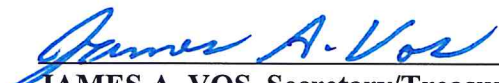

JAMES A. VOS, Secretary/Treasurer

EXHIBIT "A"

DESCRIPTION OF BOUNDARIES OF HIDALGO COUNTY FIRE DISTRICT NO. 1

An area having the boundaries of the Rio Grande River on the South, Mile 7 West on the West, Mile 14 ½ North on the North, and Mile 2 West on the East; saving and except for the area contained within the corporate boundaries of the City of Weslaco, the City of Mercedes or the City of Donna; all of which lies within Hidalgo County, Texas.



Standardized Agenda Request Form

Date of Meeting: July 18, 2017		Agenda Item No. (to be assigned by CSO): 2017-1080	
From:			
Subject: Approval of an Interlocal Cooperation Agreement between the Lower Rio Grande Valley Development Council and the City of Weslaco for the acceptance and operation of the State of Texas asset Ambulance Bus. (Staffed by Fire Department.)			
Background: Discussion and possible approval of an Interlocal Cooperation Agreement between the Lower Rio Grande Valley Development Council and the City of Weslaco for the operation of the State of Texas asset Ambulance Bus. This is a \$500,000 investment by the Lower Rio Grande Valley Development Council and the State of Texas Department of State and Health Services to improve the response and better equip department in the State of Texas in cases of Disaster Response. City of Weslaco will be 1 of 8 cities in the State of Texas that operate such an asset.			
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):			
Antonio Lopez		Created/Initiated	
Antonio Lopez		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: recommends approval			
Attachments, if any: AmBus interlocal cooperative agreement, AMBUS Interlocal , AMBUS Interlocal			
Responsibilities upon Approval:			

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
AND CITY OF WESLACO, TX**

(FY2011 MMRS – AMBULANCE BUS)

This Agreement made on this _____ day of _____, 2017, by and between the **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL** hereinafter referred to as “LRGVDC,” and the **City of Weslaco**, hereinafter referred to as the “City of Weslaco,” pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City of Weslaco is a form of county government in City of Weslaco, Texas;

WHEREAS, LRGVDC is a Regional Planning Agency formed under Texas Law;

WHEREAS, LRGVDC and City of Weslaco, each pursuant to its statutory and constitutional authority, are responsible for the safety of the citizens within their respective boundaries, and are desirous that the necessary equipment and services are available;

WHEREAS, LRGVDC applied for and received grants for the equipment from the Metropolitan Medical Response System (MMRS) through the FY2011 Homeland Security Grant Program (SHSP), hereinafter referred to as the “FY2011 MMRS Grant;”

WHEREAS, the Equipment was purchased by the LRGVDC through the FY2011 MMRS Grant and delivered to the possession of the City of Weslaco, transferred as a temporary loan asset for regional response efforts;

WHEREAS, the Equipment will remain the property of the U.S. Department of Homeland Security (DHS) and LRGVDC’s and City of Weslaco inventory records until otherwise specified by the Office of the Governor’s – Homeland Security Grant Division (OOG-HSGD) at which time the equipment will be transferred;

WHEREAS, during the term of this CONTRACT and any extensions thereto, the Receiving/Hosting Agency, to the extent permitted by law, assumes all liability arising from the use, employment, deployment, and reconstitution of the AMBUS and supporting equipment in accordance with the provisions of law and regulations which govern its activities;

WHEREAS, the Lower Rio Grande Valley Region has the desire to combine resources for the purpose of increasing the region's ability to respond to all emergencies and disasters, acts of terrorism, natural and man-made, through City of Weslaco;

WHEREAS, the LRGVDC desires to transfer certain equipment as described in Appendix "A" attached hereto to City of Weslaco as a loan asset according to LRGVDC, state, and federal guidelines;

WHEREAS, the LRGVDC and City of Weslaco are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, the LRGVDC and City of Weslaco, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. In order to fulfill the goals of LRGVDC regional efforts to emergency response, the parties agree that the equipment described in Appendix "A" attached hereto, will be made readily available, locally, region and state-wide for the purpose of responding to acts of terrorism, manmade and natural disasters if requested under mutual aid.
2. The parties understand that the subrecipient will retain ownership of the equipment listed in Appendix "A" for the life of the equipment and/or until otherwise specified by the OOG-HSGD, at which time City of Weslaco through the LRGVDC's permanent loan will obtain ownership of the equipment.
3. City of Weslaco agrees to meet eligibility status upon receiving grant funded equipment and must maintain eligibility status in accordance with the OOG-HSGD eligibility requirements and/or upon the transfer of such equipment to a jurisdiction(s), verify that the recipient meets and maintains the same eligibility status in accordance with the OOG-HSGD requirements.
4. City of Weslaco agrees to, at a minimum, provide the equivalent insurance coverage for all such equipment listed in Appendix "A" and/or upon the transfer of such equipment to a jurisdiction(s) secure and provide evidence to the LRGVDC of such coverage from the recipient jurisdiction(s) and identify the LRGVDC as the Lien/Beneficiary.
5. City of Weslaco agrees to maintain and repair the equipment listed in Appendix "A" in good working condition for the life of the equipment and agrees to pay for any and all yearly maintenance agreements for equipment as applicable.
6. City of Weslaco agrees to maintain a cooperative working arrangement with the LRGVDC and local city governments in the region and assist in establishing a funding mechanism and contribute on a yearly basis to the regional interoperable communications fund for the purpose of offsetting future maintenance and upkeep costs associated with regional interoperable communication equipment as approved by the LRGVDC Board of Directors.

7. City of Weslaco agrees to notify the LRGVDC in writing within ten (10) days if should equipment be transferred, lost, stolen, or otherwise rendered unusable.
8. City of Weslaco agrees to provide an annual accounting, upon request, of the equipment to the LRGVDC for the purposes of grant reporting.
9. City of Weslaco agrees, within 60 days of receiving equipment, to tag equipment with appropriate identification labels in accordance with its Asset Accountability Procedures and state equipment inventory and tagging requirements. (Reference: Information Bulletin No. 12-004.)
10. City of Weslaco agree to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to any parts or supplies needed to maintain operability of equipment.
11. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the Homeland Security terms and conditions prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.
12. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
13. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement will not expire until the equipment end of life cycle, but may be modified or amended only by agreement in writing executed by LRGVDC and City of Weslaco, and not otherwise.
14. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE WITHIN CAMERON, HIDALGO, WILLACY AND STARR COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN CAMERON, HIDALGO, WILLACY AND STARR COUNTY, TEXAS.
15. **Governing Provisions.** City of Weslaco shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to

Federal and State grants and equipment can be found in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

16. **Indemnification:** Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.
17. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:
- If to LRGVDC: Attention: Ron Garza
Executive Director
301 W. Railroad ST.
Weslaco, Texas 78596
- If to City of Weslaco: Honorable David Suarez
Major, City of Weslaco
255 S. Kansas Ave.
City of Weslaco, TX 78596
- Each notice, demand, request or communication, which shall be delivered or mailed in the manner described above, shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.
18. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement. Additional document is attached. Refer to Appendix B.
19. **Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this Agreement.
20. **Assignments.** This Assignment shall not be assignable.

21. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of any paragraph hereof.
22. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
23. **Authority to Execute.** The execution and performance of this Agreement by LRGVDC and City of Weslaco have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of LRGVDC and City of Weslaco in accordance with its terms.
24. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
25. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

City of Weslaco, Texas

Lower Rio Grande Valley Development Council

Honorable David Suarez
Mayor, City of Weslaco

Ron Garza
Executive Director

**Interlocal Cooperation Contract between the Lower Rio Grande Valley
Development Council (LRGVDC) and City of Weslaco for Duties,
Responsibilities, and Equipment Use
(AMBULANCE BUS)**

I. Purpose of CONTRACT

It is the purpose of this CONTRACT to establish a cooperative and mutually beneficial relationship between the Parties and to set forth the relative responsibilities of the Parties as they relate to the utilization of an Ambulance Bus (AMBUS) purchased with FY2011 State Homeland Security Program (SHSP), Metropolitan Medical Response System (MMRS) Funding.

II. Project Description

The AMBUS is one component of the Texas Emergency Medical Task Force (EMTF) Project. The EMTF Project is supported by the MMRS to create a network of rapidly deployable, regionally based emergency medical assets across the LRGVDC Region. The AMBUS may be deployed outside the jurisdiction of the City of Weslaco. Under Mutual Aid, City of Weslaco operational costs may be reimbursed per separate agreement(s). Other federal, state, and local provisions may also apply.

City of Weslaco Fire Department EMS/Emergency Management shall maintain authority for daily use of the AMBUS. If other jurisdictions issue a mutual aid request for use of the AMBUS, and the AMBUS is not on deployment, City of Weslaco Fire Department EMS/Emergency Management will provide priority support to jurisdictions within the LRGVDC and Emergency Medical Task Force Regions, with follow-on consideration to support requests from other regions, the state, and the federal government, provided that the need for the AMBUS in the LRGVDC Region does not outweigh the need elsewhere. Requests for an AMBUS deployment outside City of Weslaco will be routed to the City of Weslaco Fire Department EMS/Emergency Management in compliance with Texas Emergency Management Act, Chapter 418, Texas Government Code, and the Texas Disaster Act of 1975.

Final authority for the deployment of the AMBUS rests with City of Weslaco Fire Department EMS/Emergency Management.

An Equipment List is attached as Appendix A to the Interlocal Agreement.

III. Purpose of Ambus Project

The AMBUS Project supports local, regional and state preparedness by providing multiple patient care and transport capabilities for use in, but not limited to, hospital evacuations, mass casualty incidents, onsite medical rehabilitation, and command capabilities.

IV. Responsibilities of the Parties under Contract

In consideration of the mutual aims, desires and promises of the Parties to this CONTRACT, and, in recognition of the public benefit to be derived from effective implementation of the programs involved, the Parties agree that their responsibilities under this CONTRACT shall be as follows:

A. The Receiving Agency (City of Weslaco Fire Department EMS/Emergency Management) Shall:

- 1) Sign the LRGVDC Interlocal Cooperation Agreement and Property Transfer Agreement when the AMBUS is acquired, delivered and in service.
- 2) License the vehicle as a DSHS ambulance.
- 3) Participate as part of the Texas Emergency Medical Task Force (EMTF) Project by utilizing the licensed AMBUS and providing personnel on a 24/7/365 basis.
- 4) Participate as a mutual aid partner to cooperative agencies by providing the AMBUS and personnel on a 24/7/365 basis for up to twenty-four (24) hours.
- 5) Participate as an active member of EMTF-11 workgroups and LRGVDC Committee's.
- 6) Register and maintain AMBUS status in a crisis application, including the TSA-E Tracking of Resources, Assets, and Capabilities System (E*TRACS), WebEOC and EMResource.
- 7) Register and maintain contact data for Receiving Agency administrative personnel responsible for operations in E*TRACS.
- 8) Maintain the AMBUS in a ready state for emergency responses.
- 9) Participate in state and regional training and exercises.
- 10) Train personnel to operate and maintain the AMBUS and associated equipment.
- 11) Using standard HPP-specific inventory forms and processes, conduct an annual or special inventory of the AMBUS and ancillary equipment, upon request by LRGVDC, will provide technical and/or support to Receiving Agency during the inventory process as requested and available.
- 12) Notify LRGVDC if replacement of damaged or non-functional equipment is required.
- 13) Notify LRGVDC if the AMBUS is taken out of the service area for a period of time greater than four (4) hours.

Appendix B

- 14) Provide the LRGVDC with a response list of all event/emergency on a quarterly basis.
- 15) Notify LRGVDC, for consideration, of any needed upgrades regarding the AMBUS. Vehicle alterations must be approved by LRGVDC to ensure regional and state consistency.
- 16) Notify LRGVDC, for consideration by EMTF stakeholders, of any recommended changes to AMBUS related medical response capabilities.
- 17) Provide minor equipage as needed for use within the AMBUS for purposes such as administrative support and cleaning.
- 18) Maintain insurance or other means of replacing the AMBUS and issued ancillary equipment as provided under HPP funding. The Receiving Agency will complete and return to LRGVDC an Affidavit and/or proof of Insurance and must list the LRGVDC as the lien/beneficiary. If insurance is provided by a third party policy, Receiving Agency will provide to LRGVDC a copy of the Certificate of Insurance and must list the LRGVDC as the lien/beneficiary.
- 19) Be responsible for repair/replacement of equipment that is broken, damaged, or missing due to misuse, negligence, theft or outside of normal lifespan expectations.
- 20) Perform and document the completion of planned, preventive, and corrective maintenance and repairs to the AMBUS and ancillary equipment at indicated in the manufacture's operations and maintenance manuals.
- 21) Follow manufacturer warranty procedures to complete repairs as may fall under the warranty and as directed in the manufacturers operations and maintenance manuals.

B. LRGVDC shall:

- 1) Allow the AMBUS to remain in the possession of City of Weslaco Fire Department EMS/Emergency Management for three (3) years with the understanding that City of Weslaco Fire Department EMS/Emergency Management for that Term at a minimum will commit to its responsibilities as outlined in this CONTRACT and grant guidelines.
- 2) Monitor the performance of City of Weslaco Fire Department EMS/Emergency Management in regards to performance under this CONTRACT and Advise City of Weslaco Fire Department EMS/Emergency Management in regards to performance under this CONTRACT and advise City of Weslaco Fire Department EMS/Emergency Management of any and all concerns regarding performance.
- 3) Upon request from OOG-HSGD, conduct an inventory of all Equipment, as identified in Appendix "A" and provide results as required by special audit. LRGVDC will provide technical and/or staff support to City of Weslaco Fire Department EMS/Emergency Management during the inventory process as requested and available.

Appendix B

- 4) Provide copies of manufacturers' manuals and warranty statements upon the execution of the CONTRACT.
- 5) Assist and support appropriate planned costs of operation of the AMBUS for regional sanctioned exercises conducted inside and outside City of Weslaco jurisdiction and within the geographic boundaries of Trauma Service Area V.

V. AMBUS Training

EMTF-11 Coordinator will provide staff support for orientation and training on the proper and safe operational use upon delivery of the equipment.

City of Weslaco

Lower Rio Grande Valley Development Council

Honorable David Suarez
Judge, Willacy County

Ron Garza
Executive Director

MVP 1101 - EMERGENCY MEDICAL TASK FORCE - 11 AMBULANCE BUS

Appendix A

1	2	3	4	5	6	7	8
Item	INVENTORY 9/18/2012	INVENTORY 6/15/2017	Qty	Description	VIN/Part #/Serial #/Mod # etc.	06/15/2017 Inventory Notes	Cost
AMBUS	✓	✓	1	MAB Medical Ambulance/Evacuation/Triage Vehicle for 20 stretchered patients. Lic Plate: 114-6706	1T88UAE23D1159990	Mileage 17,809.6	\$ 386,326.33
	✓	✓		2013 Heavy Duty Thomas Front Engine Transit Bus		Windshield cracked, right top corner. Passanger side.	
	✓	✓		Body Chassis			
	✓	✓		Body Painted White			
	✓	✓		White seamless walls on both sidesof interior.			
	✓	✓		O2 outlest flush mounted to white walls.			
	✓	✓		Cummins Diesel Engine.	#73405432, Mod#: 1SB6.7240, Family CCEXH048BAH		
	✓	✓		PTS-3000 Allison Transmission.			
	✓	✓		320 amp alternator.	SN: 1111058, Mod: 1CB22		
	✓	✓		Aluminum wheels.			
	✓	✓		Deluxe air driver seat.		Repairs were made to the air lift system, hose accessory was replaced.	
	✓	✓		Sedan Front Entrance Door.			
	✓	✓		Rear Axle Dump Valve.			
	✓	✓		Stacked Stretcher System - WITH LOCKING			
	✓	✓		FEATURE - Locks stretchers slides in the extended position			
	✓	X	18	Adjustable headrest stretchers		Only 16 accounted for, Missing 2.	
	✓	✓	18	Removable stainless steel stretcher trays - no tools required to remove trays (2 only removed 16 for Brush Guards.			
	✓	✓	2	Stryker rolling stretchers model MX Pro.			
	✓	✓	5	12v Portable suction units (Note 3 only, removed 2 for Bumper)			
	✓	✓	10	Wheelchair tiedown kits.	Mod: FE-627S-4C		
	✓	✓	1	Antenna (installationof customer supplied radios and antennas, includes all coax and wiring.			
	✓	✓		Custom made removable overhead cabinets			
	✓	✓		360 degree swivel first officer seat			
	✓	✓		First officer fold down work table			
	✓	✓		Interior LED ceiling lighting (exact skin tone lights)			
	✓	✓	6	Oxygen storage & distribution sys w/individual metered oxygen supply for every patient.	Outside Right Bay		

	✓	X	12	Oxygen portable "D" bottles located in medical equipment closet		Only 8 accounted for, Missing 4.	
	✓	✓		Additional Oxygen outlets at attendant seating			
	✓	✓		Double wide aluminum loading ramp with side rails & ramp storage assembly.			
	✓	✓		Paramedic station w/overhead cabinet.			
	✓	✓		Underfloor storage compartment (driver's side behind rear axle)			
	✓	✓		Anti germ/virus flooring			
	✓	✓		Interior quad electrical outlets for medical equipment			
	✓	✓		Interior 12v electrical outlets.			
	✓	✓		Interior LED side illumination lights (2 dim lights aft of 1st officers chair			
	✓	✓		Exterior 120v outlets			
	✓	✓		Exterior 30 amp shoreline connection (wire cable and connection is customers responsibility)			
	✓	✓		Master battery disconnect switch.			
	✓	X	5	FIVE Rooftop heat/air conditioning units 13,500 BTU each.		Center units 2,3,4 not cooling properly before departure and after arrival at new location. New host will be providing maintenance and will advice on the matter upon completion.	
	✓	✓		Wheelchair tiedown floor tract.			
	✓	✓	10	Wheelchair tiedown kits.			
	✓	✓		Underfloor lighting.			
	✓	✓		Two ceiling roof escape hatches.			
	✓	✓		Air Horn.			
	✓	✓	7	IV Hangers			
	✓	✓	1	20kw Martin Generator on slide out tray.	Eng.#: 43955, Mod#: 41NV841-BGG1		
	✓	✓		Master battery cutoff switch (located w/in easy reach of driver.			
	✓	✓		Kussmaul Battery Charger.	Left side close to driver's window.		
	✓	✓		Scene lights (4) one each side, one forward, one aft.			
	✓	✓		Side wall flip down seating (24).			
	✓	✓		Medical storage compartments.			
	✓	✓		FireCom intercom sys, 6 man 2 radio capable.			
	✓	✓		Underfloor flip up winch assembly for bariatric patient loading			
	✓	X	24	Flow meters		20 accounted for, 4 missing.	
	✓	✓	12	O2 Regulators			
	✓	✓	6	Headsets			
	✓	✓	3	Kamps, flashlights			
	✓	✓	3	12 VDC Converter w/cable & straps			
	✓	X	3	Camera system		2 out of 3 working.	
	✓	✓	1	Whelen control sys. for siren & lighting.			
	✓	✓		110v Refregerator drom size.			
	✓	✓		Graphic design and installation.			
	✓	N/A		Delivery and training			

	✓	✓	1	Oxygen Distribution System	10C-0043-2	Unit was in original shipping box and appeared that it was never used. It is unknown if the unit functions. Box conditions: 4" of water exposure.	\$ 10,000.00
	✓	✓	1	Flex LOX Hose Assy, 15ft	50C-0084-15		\$ 390.00
	✓	✓		EMERGENCY LIGHTS TO HAVE CLEAR OR COLOR LENS (specify State or agency requirements and options may change.)			
	✓	✓		FRONT - (5) 900 series Whelen LED lights (three red and two clear) on the front exterior hood area above the driver's windshield. (2) 600 series lights mounted in the front bumper and (1) eight LED light bar located middle center below front driver's windshield.			
	✓	✓		SIDES - (4) 900 series Whelen red LED lights along upper part of sides spaced evenly front to rear, (3) Whelen clear scene lights, (4) 600 series Whelen LED lights spaced evenly along the beltline of the vehicle front to rear.			
	✓	✓		FRONT CORNERS: (1) each 900 series Whelen			
	✓	✓		RED/WHITE LED light mounted on the front most position at belt to alert driver at intersections and other places where cross traffic emergency lighting is needed.			
	✓	✓		REAR - (2) red 900 series Whelen lights (2) 900 series Amber lights, (2) Whelen 900 series clear scene lights, (2) 11 1/2" strip light bars, red/amber, mounted directly above bumper and on each side of the rear loading door.			
				OPERATIONAL EQUIPMENT not included in the pricing.			
				Roof A/C and scene light guards add \$2,600.00			
					TOTAL COST:		\$ 396,716.33

Summary Report on Inventory of 06/15/17
Please refer to attachment.



Standardized Agenda Request Form

Date of Meeting: July 18, 2017		Agenda Item No. (to be assigned by CSO): 2017-1091	
From:			
Subject: Discussion and consideration to accept the resignation of Mary Martin from the Weslaco 100 Committee and approve Resolution 2017-53 appointing one member to that unexpired term. Possible action. (Staffed by the Museum.)			
Background: Ms Mary Martin resigned from the Weslaco 100 Committee and resignation is attached. To be qualified as a replacement for the unexpired term, member must be a resident citizen of Weslaco. As of the time of this posting, no new applications of interest on file.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Accept resignation and notify potential appointee, if any.			
Attachments, if any: Resignation notice, Weslaco 100 Committee ROSTER, Weslaco 100 Committee Applicants, Resolution 2017-53			
Responsibilities upon Approval: Notify potential appointee, if any.			

Resignation letter- 100th committee

Saturday July 8,2017

Elizabeth Walker,

With a lot of thought and self evaluation, I am resigning my position on the Weslaco 100th Committee. This summer has brought about health issues that I need to address head on. I am honored to have been part of this committee and look forward in celebrating Weslaco's 100th in 2019.

Best regards,
Mary Martin

WESLACO 100 COMMITTEE

Date Appointed	FIRST NAME	LAST NAME
2/14/2017	Linda	Williams
4/19/2016	Veronica L.	Barrera
6/20/2017	Enrique	Rodriguez
4/04/2017	Debbie	Rektorik
4/19/2016	Mary	Martin
2/14/2017	Richard	Lehman
4/19/2016	Sandra	Reyna
3/08/2017	Laurie	Cardenas
2/14/2017	Mary	Mattar
2/14/2017	JuneBug	Cummins
4/19/2016	Loretta	Barbee
4/19/2016	Mark	Williams
4/19/2016	Leonor C.	Medina
4/19/2016	Mark	McCaleb
4/19/2016	Marta	Kang, Ph.D.
4/18/2017	Joel	Nava

As of 71317 mv

WESLACO 100 COMMITTEE APPLICANTS

FIRST NAME	LAST NAME	PHYSICAL ADDRESS	CONTACT#	EMAIL ADDRESS	DATE APPLIED
Edward	Mejia	721 E. Los Torritos	956.463.5079	none listed	3/6/2017

as 62117 by mv

RESOLUTION NO. 2017 - 53

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO
THE WESLACO 100 COMMITTEE TO PREPARE WESLACO'S CENTENNIAL
CELEBRATION AND STRATEGIC PLAN**

WHEREAS, The City of Weslaco, Texas, founded 1919, will celebrate its centennial in 2019, and anticipates programs and activities befitting the occasion; and

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions, make recommendations, and encourage participation toward the planning and facilitating of such programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider issues for the strategic growth of the City over the next 100 years, including planning/sustainable development, governance, health, transportation, education, economic development, public safety, parks, information technology, and housing; and

WHEREAS, there shall be sixteen (16) members in the Weslaco 100 Committee who shall be appointed by the Weslaco City Commission and shall be resident citizens of the City of Weslaco. The term for each Committee member shall be for three (3) years and may be eligible for reappointment;

WHEREAS, The Weslaco 100 Committee members shall serve without compensation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Weslaco 100 Committee and the term will begin on _____, 20____, and will expire on _____, 20____.

PASSED AND APPROVED on this 18th day of July, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: July 18, 2017		Agenda Item No. (to be assigned by CSO): 2017-1072	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration after public hearing on behalf of Ramzan A. Mosani to obtain a Wine and Beer Off-Premise Permit at 1540 E. Business Highway 83 also being Lot 1, Airport Medical Center Subdivision, Weslaco, Hidalgo County, Texas. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: The applicant is requesting to obtain Conditional Use Permit to obtain a Wine and Beer Off-Premise Permit. Fifteen (15) property owners within 200 feet of the applicant's property were notified by letter on June 23, 2017.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on June 18, 2017			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval on July 5, 2017			
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Exhibit, Conditional Use Application			
Responsibilities upon Approval: Staff will advise applicant			

Conditional Use Permit

Wine and Beer Off-Premise

Legend

 CVS Pharmacy | Photo

US Business Hwy 83

6th Street

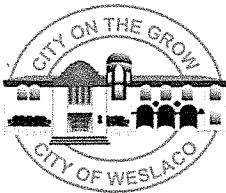
Airport Drive

CVS
Pharmacy

Google earth

500 ft

N



APPLICATION FOR CONDITIONAL USE PERMIT

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

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

FILE NO. _____

PROPOSED PROJECT

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

Lot 1 Block _____

Subdivision Name AIRPORT MEDICAL CENTER

Street Address 1540 E BUS HWY 83

Existing Zoning INDUSTRIAL Existing Land Use CONVENIENCE STORE

Purpose for the Conditional Use Permit Request CONTINUE TO OPERATE AN EXISTING
CONVENIENCE STORE WITH ALCOHOL SALES TO GO ONLY

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

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

APPLICANT

Name RAMZAN A. MOSANI Phone 210-723-3119

Address 3514 ASHLAND CLIFF Fax: _____

City SAN ANTONIO State TX Zip Code 78261 E-Mail: rmosani@gmailcom

OWNER

Name BARRY BIERENBAUM Phone 404-247-9473

Address 5333 BELLS FERRY ROAD STE 201 Fax: _____

City ACWORTH State GA Zip Code 30102 E-Mail: _____

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc., which would prevent the utilization of the property in the manner indicated?

Yes _____

No ☒ _____

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

Signature _____

Date _____

Owner

Signature _____

Date 06/02/2017

Applicant

Signature _____

Date 06/02/2017

Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

Date _____

P & Z Notice of Public Hearing Published in Newspaper

Date _____

City Commission Notice of Public Hearing Published
in Newspaper

Date _____

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

Date _____

Presented to City Commission
Approved _____ Disapproved _____ Tabled _____

Date _____

CITY OF WESLACO
956-968-3181

REC#: 02264862 6/06/2017 9:52 AM
OPER: Krev TERM: 036
REF#: 7740
PAID BY:

TRAN: 235.1000 PROCESSING FEE
2609
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 202.0000 CONDITIONAL USE PERM
2609
01 -400-1026
CONDITIONAL USE PER 300.00CR

TENDERED: 305.00 CHECK
APPLIED: 305.00-

CHANGE: 0.00

Property Identification #: 600550

Property Information: 2017

Owner Identification #: 1099720

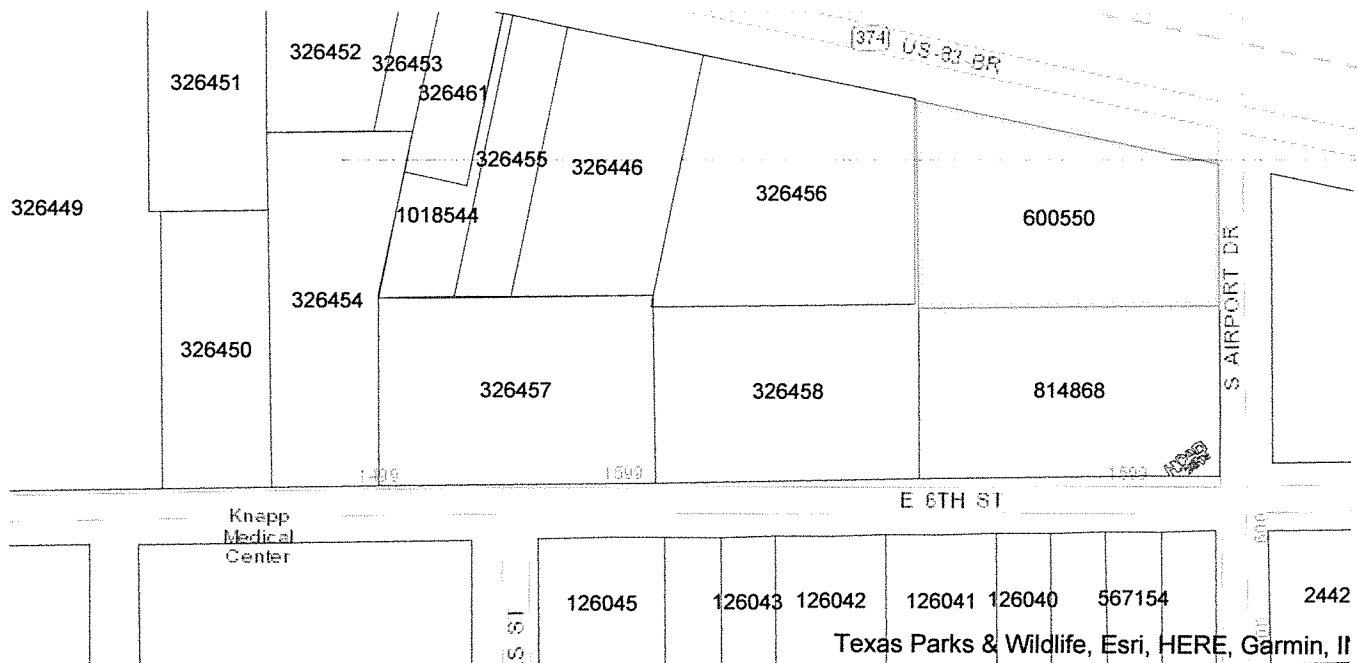
Geo ID: A1450-00-000-0001-00
Situs Address: 1540 E BUS HWY 83 TX
Property Type: Real
State Code: F1

Legal Description:	AIRPORT MEDICAL CENTER LOT 1
Abstract:	A145000
Neighborhood:	AIRPORT MEDICAL CENTER
Appraised Value:	\$617,952.00
Jurisdictions:	DR1, SWL, JCC, SST, CWL, GHD, CAD, R02

Name: TEXAS MEX LIMITED
COMPANY LLC

Exemptions:

DBA: TEJANO MART



Hidalgo CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Hidalgo County Appraisal District expressly disclaims any and all liability in connection herewith.

After recording, return to:
MEX Texas Limited Company, LLC
5333 Bells Ferry Road, Suite 201
Acworth, GA 30102

COMMERCIAL LEASE

THIS COMMERCIAL LEASE ("Lease") made this 14 day of ^{April} ~~March~~, 2017, by and between **TEXAS MEX LIMITED COMPANY, LLC**, a Texas limited liability company, having a mailing address of 5333 Bells Ferry Road, Suite 201, Acworth, GA 30102, first party ("Landlord"); and **RAZMAN MOSANI; MOSANI INVESTMENTS, INC.; AND NEW PASADENA INVESTMENTS, INC.**, 3514 Ashland Cliff, San Antonio, TX 38261, the second party ("Tenant").

WITNESSETH:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Landlord, and said Landlord hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property ("Premises"): the property set forth on **Schedule 1**, attached hereto and made part hereof.
2. **Term.** To have and to hold the same for a term of Ten (10) years, beginning on the day of acquisition (or lease) of the Premises by Landlord which is anticipated to be April 14, 2017. Tenant shall have four (4) options to renew the Lease for a term of five (5) years each upon six (6) months prior written notice from Tenant to Landlord.
3. **Rental.** Tenant agrees to pay Landlord, by payments to Landlord at 5333 Bells Ferry Road, Suite 201, Acworth, GA 30102 or such other address as may be furnished to Tenant by Landlord, in writing; or, at Landlord's election, by electronic fund transfer for which the parties shall execute such documents and authorizations that may be reasonably necessary to provide for such transfers) a regular monthly rental, due on the first day of each month in advance, as per Section 3 Special Stipulations ("Rent"). In the event the first day of the Lease term does not coincide with the first day of a calendar month, the first month's rent shall be pro-rated by the number of remaining days prior to the next first day of the calendar month in ratio to rent payable for a full 30 day month. Tenant shall pay additional Rent hereunder (during the initial and any extended terms of the Lease) as follows: (a) Tenant shall pay on a monthly basis (one-twelfth each month) any and all personal and real property ad valorem taxes assessed by any state, county, city, or municipal governing authority against Landlord and upon any of Landlord's business personal, and real property located at, in, on or about the Premises, based upon the most recent tax bill(s) issued, together with an annual \$100.00 administrative fee payable to Landlord upon the inception of the initial term of this Lease, and on each anniversary date thereafter during the remaining term or any extended term thereof. Landlord shall furnish Tenant a copy of any and all of such ad valorem tax bills upon request (the foregoing tax payments shall be in addition to any personal property ad valorem taxes owed by Tenant upon business personal property of Tenant which shall be Tenant's sole and separate liability and not considered as rent paid hereunder). (b) As further additional Rent hereunder Tenant shall pay unto Landlord, on a monthly basis,

one-twelfth of the annual premium incurred by Landlord for fire, casualty, hazard and liability insurance covering the Premises, together with a \$25.00 monthly administrative fee payable to Landlord on the first day of each month during the initial term and any extended term of this Lease. Landlord shall furnish Tenant a copy of the invoice, receipt or other documentary evidence establishing the amount of said premium prior to the inception of the Lease term and as such premium may change, from time to time. Provided further, in the event Tenant can procure insurance coverage comparable to that obtained by Landlord, and that such other coverage is at a lower expense without decreasing the limits of coverage, increasing the exclusions from coverage, and continues to name Landlord as the primary insured, Landlord will obtain such alternative coverage and Tenant shall pay unto Landlord, as additional rent, on a monthly basis, one-twelfth of the annual premium incurred by Landlord for such coverage together with the annual administrative fee, as aforesaid. All Rent and additional Rent due hereunder shall be paid, at Landlord's election, by electronic draft or fund transfer (EFT). Tenant shall, at Landlord's request, provide such information and execute such documents/authorizations as may be reasonably necessary for establishing electronic fund transfers. In the event any draft or electronic fund transfer is returned or dishonored by reason of insufficient funds or otherwise, Tenant shall be in default hereunder and in order to cure such default, as may otherwise be provided for in this Agreement, Tenant shall additionally pay unto Landlord an administrative charge of \$400.00 for each such dishonored instrument or transfer.

4. **Utility Bills.** Tenant shall pay all utility bills, including, but not limited to water, sewer, gas, electricity, fuel, light and heat bills for the leased Premises and Tenant shall pay all charges for garbage collection services or other sanitary services rendered to the leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills or charges for garbage collection or other sanitary services, Landlord may pay the same and such payments may be added to the rental of the Premises next due as additional rental.

5. **Use of Premises.** Premises shall be used for the operation of a convenience store and retail motor fuel filling station, and any other lawful business purposes. Provided, however, none of the Premises shall be used for the purchase, sale, and/or storage of used motor vehicles. Tenant specifically agrees to refrain, at the Premises, from the sale, use, storage, rent, display, or offering of: (a) pornographic or sexually explicit magazines, video tapes, compact discs, digital video discs, similar literature or items of merchandise; and (b) any item, in Landlord's judgment, that is intended or designed for use in ingesting, inhaling or otherwise consuming an illegal drug or from manufacturing or processing an illegal drug, including but not limited to pipes, tubes, roach clips, instructions or descriptive materials, or containers designed for concealing illegal drugs or paraphernalia, or bath salts or synthetic drugs designed to mimic the effects of illegal drugs; and (c) any substance or item prohibited to be offered for sale by the branding and/or quality assurance standards of the motor fuel supplier providing motor fuel for sale or resale at the Premises. The Premises shall not be used for any illegal purpose; nor in any manner to create any nuisance or trespass. The convenience store and retail motor fuel filling station located upon the Premises shall be operated so that it is open for business during no less than the hours hereinafter set forth. Such business shall be open 365 days per year, (366 days during any leap year) from 5:00 a.m. through 11:00 p.m. daily.

6. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate the Premises during the period of this Lease, and agrees to use said Premises for purpose herein leased until the expiration hereof. For the

purposes hereof, abandonment or vacation of the Premises shall be deemed to have occurred if, without the prior consent of Landlord, Tenant ceases operation of its business on any of the locations constituting the Premises for a period in excess of 24 hours; or Tenant does not exercise personal supervision over any of the Premises and is unavailable by telephone or otherwise for personal consultation with its employees and/or Landlord or Landlord's representatives.

7. **Repairs by Landlord.** Landlord shall not be required to make any repairs to the Premises unless the same are caused by the gross negligence or wilful misconduct of Landlord. Tenant shall reimburse Landlord for its monthly environmental management consulting fees, related to environmental compliance at the Premises, incurred by Landlord during the term and any extended term of this Lease. Landlord may select any qualified environmental management company to perform environmental management services for Landlord in regard to the Premises, at a cost that is usual and customary in the industry. Landlord shall provide Tenant a list of services provided by the environmental management company selected by Landlord. Landlord shall be under no obligation to inspect said Premises. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defects.

8. **Repairs by Tenant.** Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease and all renewals thereof, at its expense, be responsible for all repairs to the exterior and the interior of the building, including but not limited to the roof, foundations, and exterior walls of the Premises, all glass and all exterior doors and underground utility and sewer pipes outside the exterior walls of the building, and other items not specifically made the responsibility of Landlord in the preceding paragraph hereof, and shall maintain in good order and repair the Premises, including the building and other improvements located thereon, including, but not limited to, the canopy over the fuel dispensers, the fuel dispensers, the pumps, tanks and fuel metering equipment, including the console, cash registers, hoses, nozzles, and break-aways. Tenant further agrees to keep the grounds around the building in clean condition, free of trash and debris. Tenant agrees to care for the grounds around the building, including the mowing of grass, paving (repair and pressure washing), care of shrubs and general landscaping, as Landlord reasonably deems necessary in order to maintain the quality assurance standards of the motor fuel supplier providing motor fuels for sale or resale at the Premises. In the event Tenant fails to properly maintain the grounds around the building, as determined by Landlord in its exercise of its sole discretion, Landlord may, from time to time as it deems appropriate and necessary, enter upon the Premises and cause such work to be done by any third party contractor selected by Landlord and the cost of such landscaping maintenance and power washing shall be invoiced by Landlord to Tenant, and Tenant shall pay the same, as additional rent, within five days of receiving such invoice. Such payment shall be made to Landlord in the same manner as other rental payments. Tenant agrees to return said Premises to Landlord at the expiration, or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Without limiting the foregoing, Tenant acknowledges that it will be responsible for the continued maintenance and repair of the heating, cooling and air conditioning systems within the location and all other equipment inside the store located upon the location. Notwithstanding the foregoing, Landlord shall have the right (but not the obligation) to enter upon the Premises during reasonable times for the purposes of inspection and to

repair any defect or condition as may be deemed necessary by Landlord for the proper maintenance and use of the Premises and to charge Tenant for any such repair which sum shall be paid by Tenant within five days from the date of notice thereof. Tenant has inspected and examined the Premises and the improvements thereof and is familiar with the physical condition thereof. From and after the date hereof, Tenant may at anytime during the Lease term, without the written consent of Landlord, make non-structural decorative improvements to the Premises (at a cost not to exceed \$2,000.00 per year) as Tenant may from time to time deem necessary or desirable; provided, however, Tenant shall not have the right to make any improvements or alterations that affect the structure, building systems or outward appearance of the Premises. Tenant shall submit to Landlord complete and detailed plans and specifications for such work at the time approval is sought. Landlord may withhold approval in its absolute discretion. Any improvements or alterations (including, without limitation, lighting fixtures) made to or installed in the Premises shall be in compliance with all insurance requirements and regulations and ordinances of governmental authorities and shall, upon the expiration or sooner termination of the Lease term become the property of Landlord; provided, however, Landlord may, at its option, require Tenant, at Tenant's sole cost and expense, to remove any such improvements or alterations at the expiration or sooner termination of the Lease term and to repair any damages to the Premises caused by such removal. The interest of Landlord in the Premises is not subject to liens for improvements or alterations made by Tenant. Tenant will not create or permit to be created or remain as a result of any action or work done or contracted for by Tenant, any lien, encumbrance or charge levied on account of any imposition of any mechanic's, laborer's or materialman's lien which might be or become a lien, encumbrance or charge upon the Premises, or any part thereof, or the income therefrom, whether or not the same shall have any priority or preference over or ranking on a parity with the estate, rights and interest of Landlord in the Premises or any part thereof, or the income therefrom, and Tenant will not suffer any other matter or thing whereby the estate, rights and interest of Landlord in the Premises or any part thereof, might be impaired. Any mechanic's, laborer's or materialman's lien shall be discharged in accordance with the following: If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or any part thereof, as a result of any action or work done on behalf of or contracted for by Tenant at any time during the term and/or option terms of this Lease, Tenant, within thirty (30) days after notice of the filing thereof, shall cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be so discharged within the period aforesaid, then, in addition to any other right or remedy available to Landlord, Landlord may, but shall not be obligated to, discharge such lien by paying the amount claimed to be due or by deposit, bond, order of a court of competent jurisdiction or otherwise. Any amount so paid by Landlord and all costs, expenses and fees, including without limitation attorney's fees, incurred by Landlord in connection with any mechanic's, laborer's or materialman's lien, whether or not the same has been discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, together with interest thereon at the rate of 1 1/2 % per month from the respective dates of Landlord's making of the payments and incurring of the costs and expenses, shall constitute additional rent payable by Tenant to Landlord upon demand. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any alteration, addition, improvement or repair to the Premises or any part thereof, or as giving Tenant any right, power, or authority to contract for or permit the rendering of any services of the furnishing of any materials that would give rise to the filing of any lien against the Premises any part thereof, nor to subject

Landlord's estate in the Premises or any part thereof, to liability in any way under any mechanic's and/or materialman's lien laws of the State of Georgia, it being expressly understood that Landlord's estate shall not be subject to any such liability.

9. **Destruction of or Damage to Premises.** If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by such casualties, rental shall abate in such proportion as use of the Premises has been destroyed, until Landlord has restored the Premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence. Provided further, in the event of partial destruction of the Premises, Landlord shall have the option to terminate this Lease, in lieu of restoring the Premises to its prior condition, thereby relieving Tenant of any further obligation that has not already accrued hereunder.

10. **Governmental Orders.** Tenant agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said Premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy.

11. **Condemnation.** If the whole of the Premises or such portion thereof as will make Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided. Condemnation, in whole or part, of any one or more portions of the location which constitutes the Premises, shall not modify or terminate the rights and obligations between the parties as to those portions which are not subject to condemnation.

12. **Assignment and Subletting.** Subject to the terms of this Lease and provided that Tenant is not in default of the Lease, the petroleum products supply agreement or any "Contracts" as hereinafter defined, Tenant may assign this Agreement provided that Tenant shall provide Landlord a copy of any assignment; Tenant shall remain responsible for all obligations of this Agreement; and the assignment shall be subject to Landlord's consent. Landlord's consent shall not be unreasonably delayed or withheld, however, in making such a determination, Landlord may rely upon the financial and creditworthiness and criminal background, if any, of any proposed assignee or subtenant in making a determination as to whether or not the withholding of such consent is reasonable. Consent to the assignment or lease shall not destroy this provision, and all later assignments or leases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no lease or assignment by Tenant shall relieve Tenant of any liability hereunder. Notwithstanding the foregoing, Tenant shall have the right, without prior written consent of

Landlord, to assign this Lease, in its entirety, to any corporation organized and in good standing and wholly owned by Tenant; however, any such assignment shall not relieve Tenant of joint and several liability for all of Tenant's obligations hereunder, the performance of which shall be personally guaranteed by Tenant. Tenant shall provide Landlord with immediate written notice of any assignment to a wholly owned corporation as aforesaid setting forth the name and principal mailing address of the corporation, the names and addresses of the officers of the corporation, and the date of such assignment. In the event of any assignment or sublet is authorized and executed hereunder, Tenant shall pay Landlord a \$2,000.00 administrative fee to help defray Landlord's costs arising therefrom.

13. Removal of Fixtures. It is hereby acknowledged between the parties that Landlord retains title and ownership to all trade fixtures, apparatus and equipment located upon the Premises on the commencement of this Lease, including but not limited to all storage tanks, pumps, dispensers, piping, signage and self-service equipment, heating and cooling systems, walk-in coolers, and electronic monitoring equipment, all of which shall remain the property of Landlord and shall not, without the prior written consent of Landlord, be removed at any time by Tenant. Tenant may (if not in default hereunder or under any other agreement with Landlord, whether as Landlord, Seller of Supplier, or otherwise) prior to the expiration of this Lease, or any extension thereof, remove all fixtures and equipment which it has placed in Premises, provided Tenant repairs all damage to Premises caused by such removal. Tenant specifically acknowledges and agrees that in the event this Lease is terminated as a result of Tenant's default or by expiration of the term and any extended terms hereof, all of Tenant's inventory, trade fixtures, equipment or improvements that are not, or cannot be removed within twenty-four hours of the date of such termination, shall become the sole and entire property of Landlord, and Landlord shall have no obligation to reimburse Tenant for any cost or expense that Tenant may suffer by the abandonment thereof. Nothing contained herein shall relieve or release Tenant from its responsibility to repair all damage to any of the Premises caused by removal of fixtures in accordance with this Section of this Lease.

14. Cancellation of Lease by Landlord. It is mutually agreed that in the event the Tenant shall default in the payment of rent when due, and fails to cure such default within 5 days after the date of written notice of such default from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provision requiring the payment of rent, and fails to cure such default within 30 days after the date of written notice of default from Landlord; or if Tenant files for debtor relief in any bankruptcy court; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within 30 days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty days after written notice from Landlord to Tenant to obtain satisfaction thereof, then, and in any of said events, Landlord at its option may at once, or within six months thereafter (but only during continuance of such default or condition), terminate this Lease by written notice to Tenant; whereupon this Lease shall end. After an authorized assignment or subletting of the Premises covered by this Lease, the occurring of any of the foregoing defaults or events shall affect this Lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Landlord or Landlord's attorney. Upon such termination by Landlord,

Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess himself or herself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort. Further, in the event of any such termination by Landlord, the entire amount of rent due under the terms of this Lease for the entire remaining term of this Lease shall be accelerated and immediately due and payable so that Tenant shall be liable unto Landlord for all unpaid rent prior to termination, together with all future rent that would have otherwise been paid subsequent to the termination date for the remaining initial term or previously initiated extended term of this Lease.

15. **Reletting by Landlord.** Landlord, as Tenant's agent, without terminating this Lease, upon Tenant's breaching this Lease, may at Landlord's option, enter upon and rent Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent and the price obtained by Landlord on reletting.

16. **Exterior Signs.** Tenant shall place no signs upon the outside walls or roof of the Premises nor anywhere else outside of the building upon the Premises except with the written consent of the Landlord. Any and all signs placed on the within Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

17. **Entry for Carding, etc.** Landlord may card Premises "For Rent" or "For Sale" thirty days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

18. **Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

19. **Mortgagee's and Lessor's Rights.** Tenant's rights under this Lease shall be subject to and subordinate to any mortgage, deed to secure debt, deed of trust, ground lease, prime lease or master lease which is now, or may hereafter be, placed upon the Premises by Landlord. Tenant shall, upon request of any such lender or master lessor, execute any reasonably requested attornment or estoppel agreement evidencing the same.

20. **No Estate in Land.** This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

21. **Holding Over.** If Tenant remains in possession of Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at rental rate in effect at end of Lease; and there shall be no renewal of this Lease by operation of law.

22. **Attorney's Fees and Homestead.** In the event it becomes necessary for Landlord to employ the services of an attorney to enforce any aspect of this Lease; Tenant is in default of this Lease; or this Lease is amended, assigned or modified; Landlord shall be entitled to charge and collect administrative costs and legal fees in an amount not less than \$2,000.00. If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay an additional fifteen percent (15%) thereof as attorney's fees. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord his homestead and exemption. All assignments and waivers hereunder shall be as to Tenant's homestead rights and exemptions in regards to the Leased Premises or property only, and shall not extend to any other interests or property of the Tenant. In the event either party initiates or institutes litigation in order to enforce any of the terms or provisions of this Lease agreement, then in such event the prevailing party, as may be determined by a court of appropriate jurisdiction, shall be entitled to recover from the other party all of the prevailing party's reasonable attorney's fees and court costs incurred in the prosecution or defense of that action.

23. **Rights Cumulative.** All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

24. **Service of Notice.** Tenant hereby appoints as his agent to receive service of all dispossessory or dstraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of Premises at the time, or occupying said Premises; and if no person is in charge of, or occupying said Premises, then such service or notice may be made by attaching the same on the main entrance to said Premises. A copy or duplicate original of all notices under this Lease shall also be sent to Tenant's last known address, if different from said Premises. For purposes hereof, Tenant's last known address shall be as set forth in this Lease or such other mailing address as Tenant provides Landlord, in writing, and by certified mail.

25. **Waiver of Rights.** No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

26. **Time of Essence.** Time is of the essence of this Lease.

27. **Definitions.** "Landlord" as used in this Lease shall include first party, its heirs, representatives, assigns and successors in title to Premises. "Tenant" shall include second party, his heirs and representatives, and if this Lease shall be validly assigned, or sublet, shall include also Tenant assignees or sublessees, as to Premises covered by such assignment or lease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership, or individual, as may fit the particular parties.

28. **Indemnity.** Tenant agrees to indemnify and save harmless the Landlord against all claims for damages to persons or property by reason of the use or occupancy of the Premises, and all expenses incurred by Landlord in the enforcement hereof, including reasonable attorney's fees and court costs. Landlord agrees to indemnify and save harmless the Tenant against all claims for damages to persons or property by reason of or arising

out of environmental condition of the Premises, now or in the future, resulting from spills, leaks or discharges from the underground storage tanks and which do not occur as the result of any intentional and wrongful or negligent act or omission of the Tenant or its invitees. Tenant affirmatively represents that it will participate in the Underground Storage Tank Trust Fund and, in the event of liability hereunder, will be responsible for the deductible payment thereunder; or that Tenant will participate in a private insurance program for environmental underground storage tank liability and will be responsible for any deductible payment thereunder.

29. **Security Deposit.** Tenant shall pay unto Landlord a rental and maintenance security deposit in such amount as set forth on **Schedule 2** attached hereto and made part hereof. The security deposit may be applied, by Landlord, to any deficiency in the rental payment by Tenant or to any rental or additional rental payments due; or towards the cost or expense incurred by Landlord to maintain or repair any or any portion of the leased Premises and for which cost(s) Tenant is responsible under the terms of this Lease. In the event Landlord elects, prior to the expiration or other termination of the Lease term, to apply all or any portion of the security deposit as aforesaid, Landlord shall, within 5 days of notice thereof, restore the full amount of the security deposit to Landlord. Any portion of the security deposit not so used shall be returned to Landlord within 30 days of the date of the expiration or other termination of the Lease term.

30. **Security Interest.** Landlord hereby grants Landlord a security interest in all of Tenant's business equipment, supplies, inventory and fixtures at the Premises, in which Landlord shall have all the rights of a secured party under the terms of the Uniform Commercial Code, and which interest may be evidenced and/or perfected by the filing of a UCC-1 Financing and Fixture Filing Statement(s).

31. **Tenant's Insurance.** Tenant shall continuously maintain general liability insurance and liquor liability insurance with such coverage as may be approved by Landlord and naming Landlord as an additional insured; and Tenant shall maintain workers' compensation insurance in full compliance with the Texas Workers Compensation Act. Tenant shall furnish Landlord certificates establishing that the insurance requirements contained herein are met and maintained, from time to time, and upon request by Landlord. In the event that Tenant fails to provide a certificate of insurance after written notice from Landlord, Landlord may obtain such insurance and charge Tenant the actual cost of the insurance plus an administrative fee.

32. **Tenant's Acknowledgments.** By the execution hereof, Tenant acknowledges that Landlord's interest in the Premises may be subject to contractual rights and obligations between Landlord and the motor fuel supplier providing motor fuels under a branded image for sale or resale at the Premises; and/or Landlord's right of use and control of the Premises may be subject to the terms of a ~~ground lease~~, master lease or prime lease of the Premises which exists now or in the future (and to which this Lease is subordinate). Accordingly, the leased Premises are subject to all other terms, conditions, and arrangements under which Landlord controls and uses said Premises and if Landlord's right of possession is terminated or cancelled or if Landlord's contractual arrangements with its branded motor fuel supplier are terminated, and Landlord cannot enter into similar arrangements, satisfactory to Landlord, then in any of such events, this Lease shall automatically terminate as if the term hereof had expired. Tenant acknowledges that Landlord has made no representation of profitability in regard to any business to be operated by Tenant upon Premises and Tenant is not relied

upon any business information provided by Landlord in regard thereto; and Tenant enters into this Lease based upon the exercise of Tenant's own business judgment after having full opportunity to exercise due diligence on Tenant's own behalf.

33. **Contingencies.** This Lease and all terms and conditions hereof is expressly contingent upon and subject to the consent hereto by any lender which Landlord has granted a security interest in the Premises; the execution of a petroleum products supply agreement with Landlord or a party related to or approved by Landlord for the Location; and contingent upon the approval hereof by Landlord's lessor under any prime lease.

34. **Joint and Several Obligations.** In the event more than one person, firm, company or entity are named as Tenant hereunder, each such named person, firm, company and entity shall be jointly and severally liable unto Landlord for the satisfaction of the obligations of Tenant hereunder; and Landlord may look to any, all or any combination of them for such satisfaction thereof.

35. **Cross Defaults.** Any default by Tenant under the terms of this Lease shall likewise constitute a default of Tenant, as agent, customer or otherwise, under the terms of any and all other agreements between these same parties, including without limitation, other leases, motor fuel supply or commissioned sales agreements, purchase and /or sale agreement and other contracts ("Contracts"), whether or not pertaining to the Premises, or other Premises or to the sale or purchase for resale of motor fuels or other products and any default by Tenant under the Contracts shall be a default under this Lease. This provision shall also apply to any default by Tenant under any agreements with any affiliates, related parties or subsidiaries of Landlord.

36. **Special Stipulations.** Attached hereto and made part hereof is **Schedule 3** setting forth any special stipulations pertaining to this Lease. In the event, and to the extent that the special stipulations conflict with any of the foregoing provisions of this Lease, the special stipulations shall control.

37. **Entire Agreement.** This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to the foregoing Commercial Lease, the date herein above set forth.

LANDLORD:

TEXAS MEX LIMITED COMPANY, LLC

By Mountain Express Oil Company, Member

By: [Signature]
Barry Bierenbaum, President

Executed or acknowledged before me
this 18 day of April, 2017.

Witness

Notary Public

my commission expires:

6/30/18



TENANT:

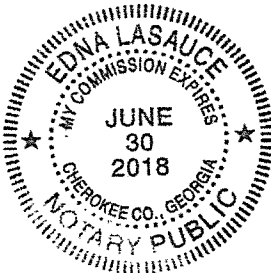
Executed or acknowledged before me
this 18 day of April, 2017.

Witness

Notary Public

my commission expires:

6/30/18



[Signature]
RAZMAN MOSANI

MOSANI INVESTMENTS, INC.

By: RAZMAN MOSANI

NEW PASADENA INVESTMENTS, INC.

By: [Signature]

[Signature]

Schedule 1

PREMISES

408 1540 E. Business Hwy 83, Weslaco, TX 78596

Schedule 2 – Security Deposit

No security deposit required.

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.

Schedule 3 - Special Stipulations

Regular Monthly Rental: -

Year 1: Base Rent shall be \$129,331 per year and \$10,777.58 per month. Rent shall increase at a rate of 2% per year commencing upon the first anniversary of this Lease and on each anniversary thereafter.

This Lease is what is commonly called a "net net net lease," it being understood that Landlord shall receive all Rent as provided in the Lease without set off or demand, free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Premises except as specifically set forth in Section 7 of this Lease. Except as expressly provided herein to the contrary, Tenant shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating charges, maintenance charges, construction costs and any other charges, costs and expenses which arise or may be contemplated under any provisions of this Lease during the Term hereof. All of such charges, costs and expenses shall constitute Rent, and upon the failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay Rent. It is the intention of the parties hereto that this Lease shall not be terminable for any reason by the Tenant and that Tenant shall in no event be entitled to any abatement of or reduction in Rent payable under this Lease except as herein expressly provided. Any present or future law to the contrary shall not alter this agreement of the parties.

Tenant agrees to pay Landlord by payments to Landlord at 5333 Bells Ferry Road, Suite 201, Acworth, GA 30102, (or such other address as may be furnished to Tenant by Landlord, in writing); or at Landlord's election, by electronic fund transfer for which the parties shall execute such documents and authorizations that may be reasonably necessary to provide for such transfers).

Tenant agrees and acknowledges that Landlord is under contract to purchase the Premises and that this Lease is subject to Landlord's acquisition and/or lease of the Premises.

Initials: _____ Initials: _____



OFF-PREMISE PREQUALIFICATION PACKET

L-OFF
(01/2016)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website: www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: ☒ Original

☐ Reinstatement

License/Permit Number _____

☐ Change of Licensed Location

License/Permit Number _____

2. Type of Off-Premise License/Permit

☒ BQ Wine and Beer Retailer's Off-Premise Permit

☐ LP Local Distributor's Permit

☐ BF Beer Retail Dealer's Off-Premise License

☐ E Local Cartage Permit

☐ P Package Store Permit

☐ ET Local Cartage Transfer Permit

☐ Q Wine Only Package Store Permit

☐ PS Package Store Tasting Permit

3. Indicate Primary Business at this Location

☐ Grocery/Market

☐ Convenience Store without Gas

☐ Liquor Store

☐ Miscellaneous _____

☒ Convenience Store with Gas

4. Trade Name of Location

TEJANO MART 408

5. Location Address

1540 E BUSINESS 83

City

WESLACO

County

HIDALGO

State

TX

Zip Code

78596-6621

6. Mailing Address

1701 S 10TH STREET

City

MCALLEN

State

TX

Zip Code

78503-5400

7. Business Phone No.

(956) 447-8700

Alternate Phone No.

(210) 723-3119

E-mail Address

rmosani@gmail.com

OWNER INFORMATION

8. Type of Owner

☐ Individual

☐ Corporation

☐ City/County/University

☐ Partnership

☒ Limited Liability Company

☐ Other _____

☐ Limited Partnership

☐ Joint Venture

☐ Limited Liability Partnership

☐ Trust

9. Business Owner/Applicant

TEJANO CSTORE LLC.

210-421-8964

Dan Gonzales

Gonzales License Service

dangon.lic.serv@sbcdobal.net

10. As indicated on the chart, enter the individuals that pertain to your business type:
(For additional space, use Form L-OIC)

Individual/Individual Owner		Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	
Last Name MOSANI,	First Name RAMZAN	MI A	Title MANAGING MBR
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et. seq.

11. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

12. Will your business be located within 300 feet of any private/public school? ☐ Yes ☒ No

NOTE: For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

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

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

ALL APPLICANTS

15. CHECK HERE IF NOT IN CITY LIMITS ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

If Applicant Is/Must Sign

Individual/Individual Owner

Partnership/Partner

Limited Partnership/General Partner

Corporation/Officer

Limited Liability Company/ Officer or Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT
NAME

RAMZAN A. MOSANI

SIGN
HERE

Ramzan

TITLE

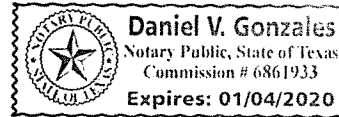
MANAGING MEMBER

Before me, the undersigned authority, on this 23rd day of MAY, 2017, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

SEAL

NOTARY PUBLIC



CERTIFICATE OF CITY SECRETARY (FOR P, Q, BF & BQ)

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 2017, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN
HERE

SEAL

City Secretary/Clerk

WESLACO

City

TEXAS

CERTIFICATE OF COUNTY CLERK (FOR P, Q & BF)

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN
HERE

SEAL

County Clerk

COUNTY

CERTIFICATE OF COUNTY CLERK (FOR BQ)

Section 11.37

I hereby certify on this _____ day of _____, 20 17, that the location for which the license/permit is sought as the place of business is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

Most current election for given location was held for:

- ☐ legal sale of all alcoholic beverages for off-premise consumption
☐ legal sale of all alcoholic beverages
☐ legal sale of all alcoholic beverages except mixed beverages
☐ legal sale of all alcoholic beverages including mixed beverages
☐ legal sale of mixed beverages
☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
☐ legal sale of wine on the premises of a holder of a winery permit
☐ legal sale of beer/wine (17%) on-premise or beer/wine off-premise **AFTER** Sept. 1, 1999
☐ legal sale of beer/wine (14%) on-premise or beer/wine off-premise **BEFORE** Sept. 1, 1999

SIGN
HERE

HIDALGO

COUNTY

County Clerk

SEAL

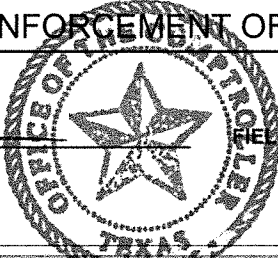
COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Sections 11.46(b) & 61.42(b)

This is to certify on this 23RD day of MAY, 20 17, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number 32063448487Outlet Number 00004Print Name of Comptroller Employee CLAUDIO GARZAPrint Title of Comptroller Employee ENFORCEMENT OFFICESIGN
HEREFIELD OFFICE SAN ANTONIO

SEAL

**PUBLISHER'S AFFIDAVIT (FOR BQ, BF, P & Q)**

Sections 11.39 & 61.38

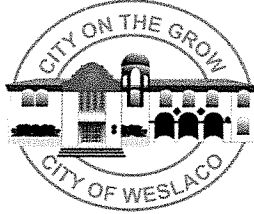
Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)		
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date		
Signature of Notary Public		
SEAL		

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, July 5, 2017 at 5:30 p.m. and the City Commission will also hold a Public Hearing on Tuesday, July 18, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests: Si desea informacion en español, llame al departamento de Planeación de la Ciudad de Weslaco, (956) 447-3403. Ramzan A. Mosani is requesting a Conditional Use Permit to continue to obtain a Wine and Beer Retailer's Off-Premise Permit also being Lot 1, Airport Medical Center Subdivision, Weslaco, Hidalgo County, Texas. Possible Action. Leo and Emma Salazar are requesting to rezone 425 Frost Proof Drive also being Lot 21, Frost Proof Heights Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. Possible Action. Norma Hernandez is requesting to rezone 1801 South Bridge also being Lot 16, Block 5, Kathleen Park Subdivision, Weslaco, Hidalgo County Texas, from R-2 Duplex and Apartments District to B-1 Neighborhood Business District. Possible Action. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before July 5, 2017, for the Planning and Zoning Commission and on or before July 18, 2017, for the City Commission. For additional information, contact the Planning Department at (956) 447-3403 /S/ MARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

June 23, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, July 5, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, July 18, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests:

CONDITIONAL USE PERMIT:

Ramzan A. Mosani is requesting a Conditional Use Permit to continue to obtain a Wine and Beer Retailer's Off-Premise Permit at 1540 E. Business Highway 83 also being Lot 1, Airport Medical Center Subdivision, Weslaco, Hidalgo County, Texas.

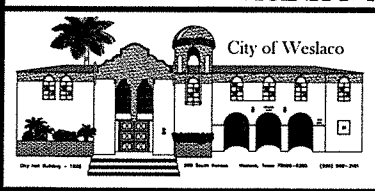
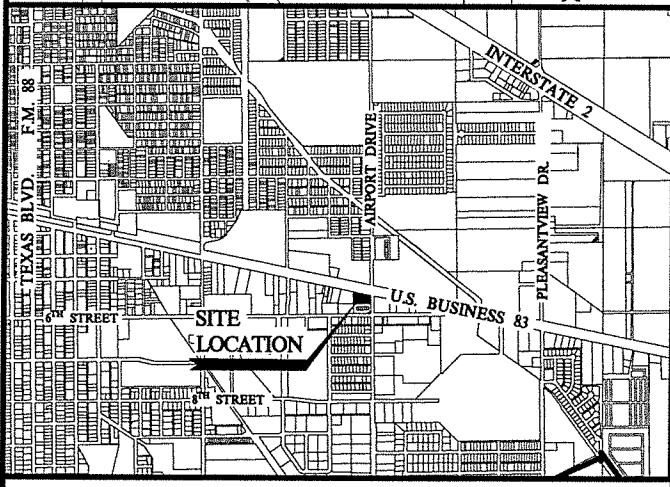
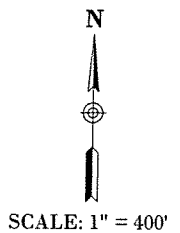
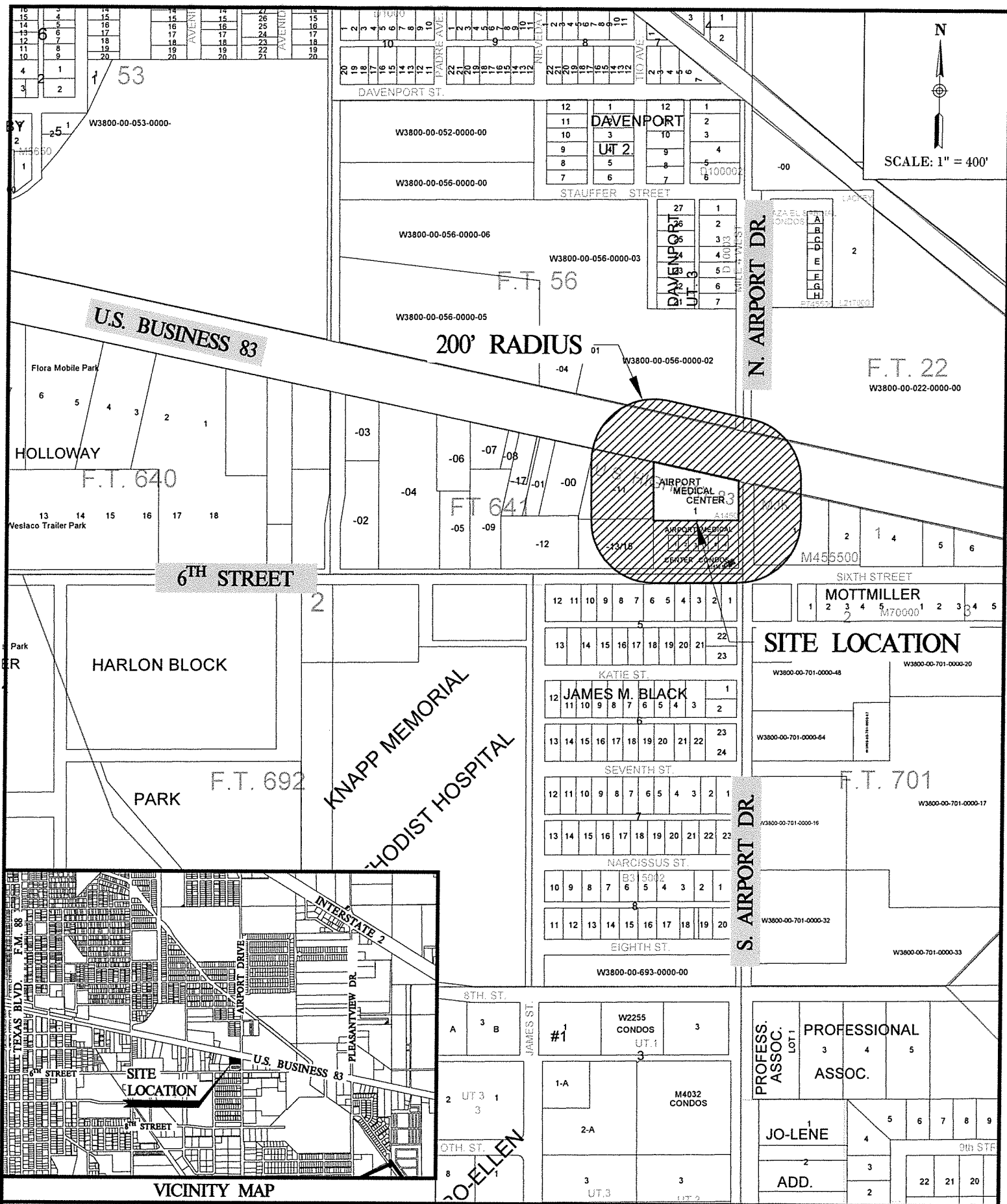
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

MH/mh



RAMZAN A. MOSANI
1540 E. BUSINESS 83
LOT 1
AIRPORT MEDICAL CENTER
CUP: CONTINUE OPERATIONS WITH ALCOHOL SALES TO GO ONLY



JUN 22, 2017

KFLP LIMITED PO BOX 2555 MCALLEN TX 78502-2555	A1450-00-000-0001-00 AIRPORT MEDICAL CENTER LOT 1 1540 E BUS HWY 83	L: 284797 B: 245077
DAVIS NET LEASE NO2 & WILL 2300 W PIKE BLVD STE 200 WESLACO TX 78596	A1450-00-000-0002-00 AIRPORT MEDICAL CENTER LOT 2 1525 E 6TH ST	L: 252276 B: 434683
KRISHNAN REAL PROP LTD PTN 1331 E 6TH ST WESLACO TX 78596-6601	M7000-00-001-0001-00 MOTTMILLER BLK 1 LTS 1-2 1600 E BUS HWY 83	L: 334468 B: 285401
SIGLER, WINSTON-GREENWOOD & 1604 E US HIGHWAY 83 WESLACO TX 78596-6623	M7000-00-001-0003-00 MOTTMILLER BLK 1 LT 3 1604	L: 186192 B: 91341
LYNN JONES FARMS INC 1907 MILLER AVE MISSION TX 78572-2957	W3800-00-022-0000-00 WEST TRACT 20.91AC EXC 3.57AC FT 22 17.34AC GR 17.01AC NET 501 S AIRPORT DR	L: 0 B: 0
MCMANUS-WYATT HIDALGO 3701 W MILITARY HWY MCALLEN TX 78503-4403	W3800-00-056-0000-02 WEST TRACT SE1.825AC FT 56 615 E BUS HWY 83	L: 124440 B: 10000
WHATABURGER INC #26 4600 WHATABURGER WAY CORPUS CHRISTI TX 78411-2902	W3800-00-641-0000-00 WEST TRACT N 0.5AC-W1.92-W3.92-E 6.28AC FT 641 1500 E BUS HWY 83	L: 103455 B: 182305
THURMOND & MARGO, DRS 1519 E 6TH ST WESLACO TX 78596-6605	W3800-00-641-0000-13 WEST TRACT AN IRR TR W259.95'- E 552.98'- S179' FT 641 1.064AC GR 1515 E 6TH ST	L: 115435 B: 380984
THURMOND, PEREZ & GILLUM CHATELS PARTNERSHIP 1519 E 6TH ST WESLACO TX 78596-6605	W3800-00-641-0000-15 WEST TRACT NE 0.87AC BLK FT 641 0.87AC NET 1519 E 6TH ST	L: 75794 B: 232348
DAVIS NET LEASE NO2 & WILLAM L D 2300 W PIKE BLVD STE 200 WESLACO TX 78596-5656	A1455-00-000-0001-00 AIRPORT MEDICAL CENTER CONDOMINI UM - SWL UNIT 1	L: 42030 B: 45658
DAVIS NET LEASE NO2 & WILLAM L D 2300 W PIKE BLVD STE 200 WESLACO TX 78596-5656	A1455-00-000-0002-00 AIRPORT MEDICAL CENTER CONDOMINI UM - SWL UNIT 2	L: 42030 B: 40381
DAVIS NET LEASE NO2 & WILLAM L D 2300 W PIKE BLVD STE 200 WESLACO TX 78596-5656	A1455-00-000-0003-00 AIRPORT MEDICAL CENTER CONDOMINI UM - SWL UNIT 3	L: 42030 B: 81160

JUN 22, 2017

DAVIS NET LEASE NO2 & WILLAM L D 2300 W PIKE BLVD STE 200 WESLACO TX 78596-5656	A1455-00-000-0004-00 AIRPORT MEDICAL CENTER CONDOMINI UM - SWL UNIT 4	L: 42030 B: 80761
DAVIS NET LEASE NO2 & WILLAM L D 2300 W PIKE BLVD STE 200 WESLACO TX 78596-5656	A1455-00-000-0005-00 AIRPORT MEDICAL CENTER CONDOMINI UM - SWL UNIT 5	L: 42030 B: 80761
DAVIS NET LEASE NO2 & WILLAM L D 2300 W PIKE BLVD STE 200 WESLACO TX 78596-5656	A1455-00-000-0006-00 AIRPORT MEDICAL CENTER CONDOMINI UM - SWL UNIT 6	L: 42030 B: 81160



Standardized Agenda Request Form

Date of Meeting: July 18, 2017		Agenda Item No. (to be assigned by CSO): 2017-1073	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration after public hearing on behalf of Norma Hernandez to approve Ordinance 2017-33 rezoning 1801 South Bridge also being Lot 16, Block 5, Kathleen Park Subdivision, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartments District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-33. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: The applicant is requesting to rezone property from R-2 Duplex and Apartments District to B-1 Neighborhood Business District. Thirteen (13) property owners within 200 feet of the applicant's property were notified by letter on June 23, 2017.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on June 19, 2017			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval on July 5, 2017			
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends denial, because of surrounded properties and 2040 zone map.			
Attachments, if any: Exhibit, Rezone Application, Ordinance 2017-33			
Responsibilities upon Approval:			

Staff will advise applicant.

Rezone Request

R-2 Duplex and Apartments District
B-1 Neighborhood Business District

Legend

 Margo Elementary School

Bridge Avenue

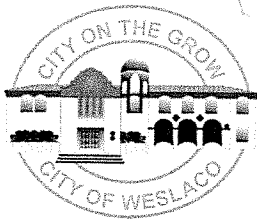
Margo Elementary

18th Street

Google earth

400 ft





APPLICATION FOR REZONING

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm. Deadline to submit request is 30 days prior to the meeting.

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

FILE NO. REZ17-00009

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 16 Block 5

Subdivision Name _____

Street Address 1801 S Bridge ave

Existing Zoning _____ Existing Land Use _____

Proposed Zoning _____ Proposed Land Use _____

_____ \$300.00 non-refundable filing fee.

_____ Detailed dimensioned site plan/map must be submitted with this request.

_____ Survey and metes and bounds if the legal description is a portion of a lot.

_____ City and school tax receipts attached.

_____ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Norma Hernandez Phone 956) 854 9486

Address 1421 E 26 St Fax: _____

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

OWNER

Name Norma Hernandez Phone 956) 854 9486

Address 1801 S Bridge ave Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: hernandezn100@gmail.com

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

Signature _____ Date _____

Signature Norma Hb Date 6-14-17
Owner
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

2-9

DUPLICATE TAX RECEIPT



PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540

Certified Owner:

WOODS TRAVIS J
1801 S BRIDGE AVE
WESLACO, TX 78596-8121

Legal Description:

KATHLEEN PARK #2 LT 16 BLK 5

Parcel Address: 1801 S BRIDGE AVE
Legal Acres: 0.2020

Remit Seq No: 35129447
Receipt Date: 03/27/2017
Deposit Date: 03/27/2017
Print Date: 03/27/2017 09:24 AM
Printed By: CRYSTAL68

Deposit No: WS1708668A
Validation No: 900000049489699

Account No: **K0600-02-005-0016-00**
Operator Code: CRYSTAL68

Appr. Dist. No.: 201390

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2016	Hidalgo County	TL	49,361	0.590000	13.21	1.19	0.00	14.40
2016	Drainage Dist #1	TL	49,361	0.095100	2.13	0.19	0.00	2.32
2016	City Of Weslaco	TL	49,361	0.666700	14.92	1.34	0.00	16.26
2016	Weslaco Isd	TL	49,361	1.139700	25.52	2.30	0.00	27.82
2016	South Texas Isd	TL	49,361	0.049200	1.10	0.10	0.00	1.20
2016	South Texas College	TL	49,361	0.185000	4.15	0.37	0.00	4.52
					\$61.03	\$5.49	\$0.00	\$66.52

> - -

- - <

Check Number(s):

PAYMENT TYPE:

Credit Card Authorization No: 111111

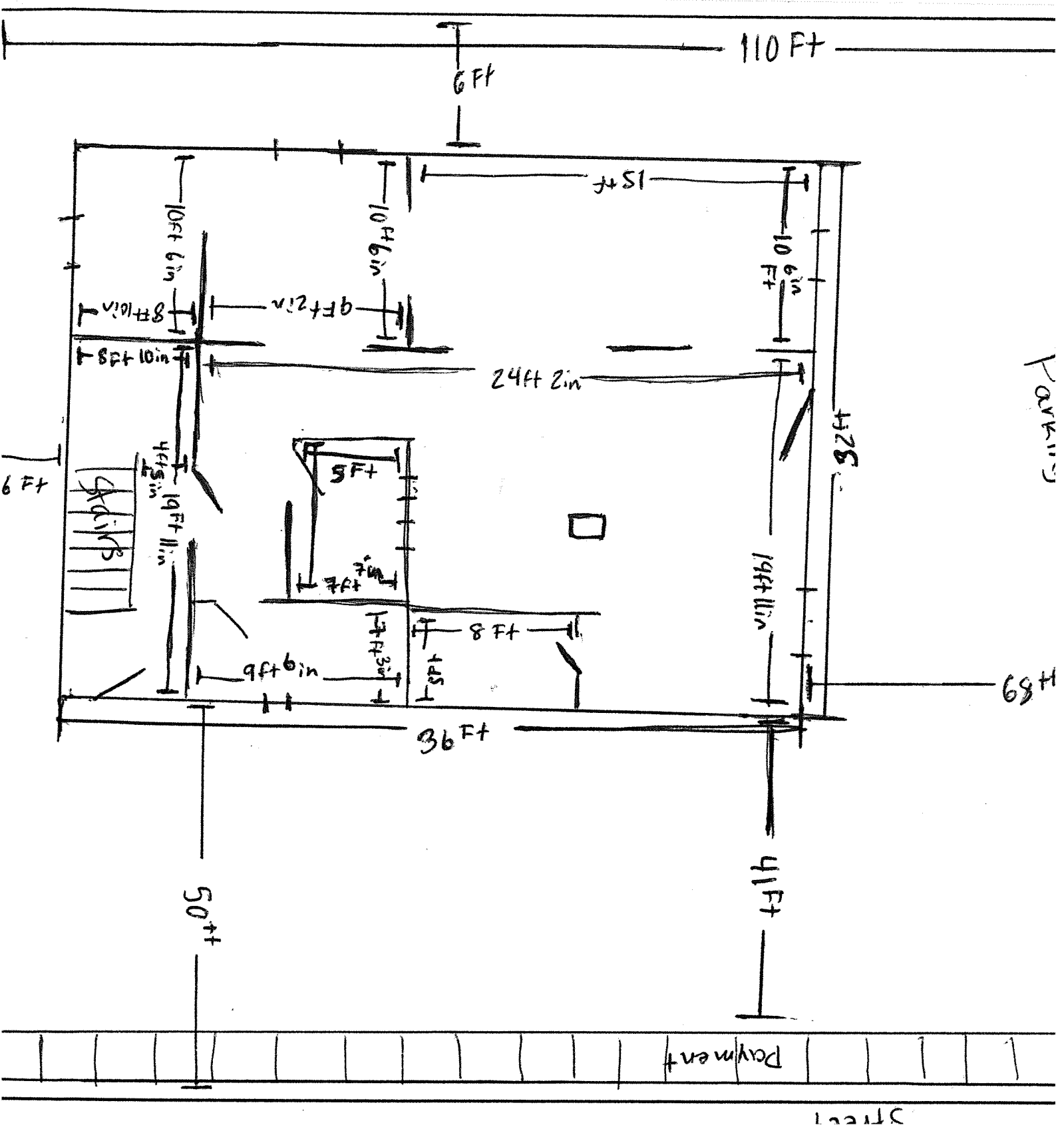
Credit Cards: \$66.52

Exemptions on this property:

Total Applied: \$66.52

Change Paid: \$0.00

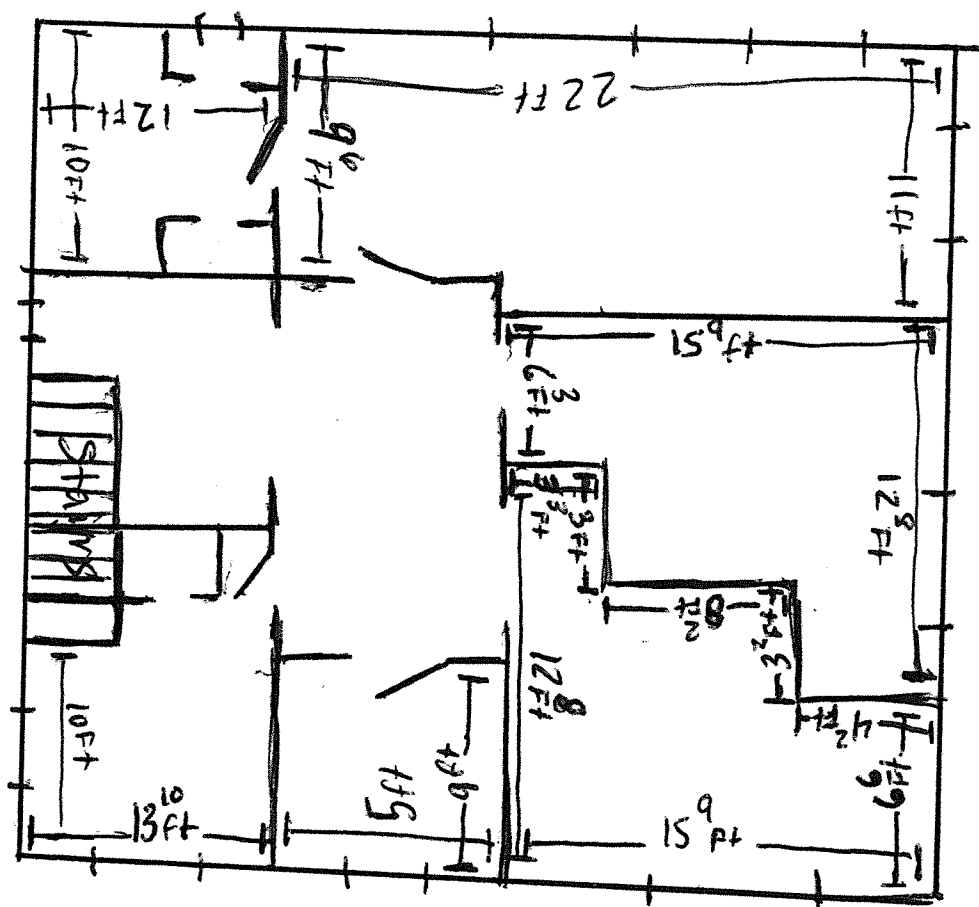
PAYER: 25460954
NORMA GUADALUPE HERNANDEZ
1421 E 26TH ST
WESLACO, TX 78596



Parking

Payment

Street

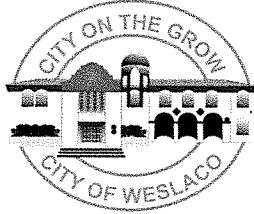


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CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, July 5, 2017 at 5:30 p.m. and the City Commission will also hold a Public Hearing on Tuesday, July 18, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests: Si desea informacion en español, llame al departamento de Planeación de la Ciudad de Weslaco, (956) 447-3403. Ramzan A. Mosani is requesting a Conditional Use Permit to continue to obtain a Wine and Beer Retailer's Off-Premise Permit also being Lot 1, Airport Medical Center Subdivision, Weslaco, Hidalgo County, Texas. Possible Action. Leo and Emma Salazar are requesting to rezone 425 Frost Proof Drive also being Lot 21, Frost Proof Heights Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. Possible Action. Norma Hernandez is requesting to rezone 1801 South Bridge also being Lot 16, Block 5, Kathleen Park Subdivision, Weslaco, Hidalgo County Texas, from R-2 Duplex and Apartments District to B-1 Neighborhood Business District. Possible Action. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before July 5, 2017, for the Planning and Zoning Commission and on or before July 18, 2017, for the City Commission. For additional information, contact the Planning Department at (956) 447-3403 /S/ MARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

June 23, 2017

Legal Notice

Dear Occupant:

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REZONE REQUEST:

Norma Hernandez is requesting to rezone 1801 South Bridge also being Lot 16, Block 5, Kathleen Park Subdivision, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartments District to B-1 Neighborhood Business District.

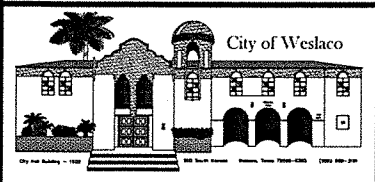
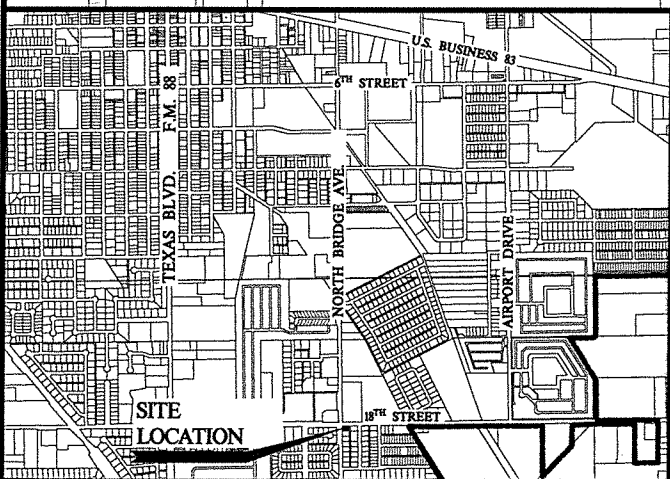
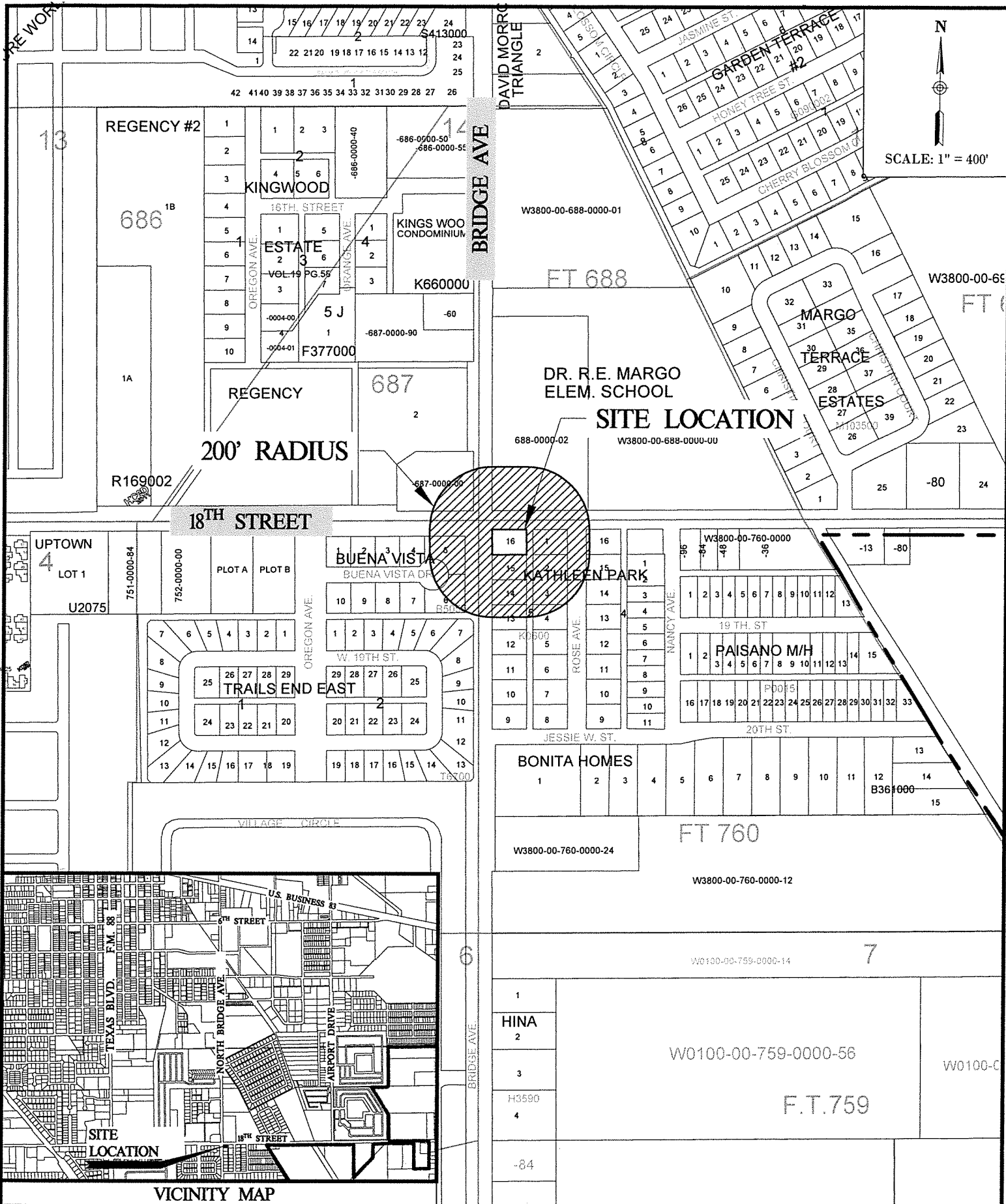
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

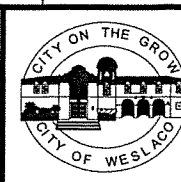
Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

MH/mh



NORMA HERNANDEZ
 1801 S. BRIDGE AVE.
 LOT 16
 KATHLEEN PARK #2 LT 16 BLK 5
 EXIST. ZONING: R-2 PROP. ZONING: B-1



JUN 22, 2017

GONZALEZ L C INVESTMENTS LLC D/B/A L C PROPERTIES PO BOX 2657 EDINBURG TX 78540-2657	B5055-00-000-0005-00 BUENA VISTA LOT 5 608 BUENA VISTA DR	L: 44001 B: 303139
GONZALEZ L C INVESTMENTS LLC D/B/A L C PROPERTIES PO BOX 2657 EDINBURG TX 78540-2657	B5055-00-000-0006-00 BUENA VISTA LOT 6 609 BUENA VISTA DR	L: 44001 B: 303139
BECERRA, CARLOS & FRANCISC PO BOX 853 WESLACO TX 78599-0853	K0600-02-004-0015-00 KATHLEEN PARK #2 LT 15 BLK 4 1803 ROSE AVE	L: 19800 B: 25613
MID VALLEY HOMECARE SERVICES 242 S TEXAS AVE STE 9 MERCEDDES TX 78570-3135	K0600-02-004-0016-00 KATHLEEN PARK #2 LOT 16 BLK 4 1801 ROSE AVE	L: 19800 B: 16264
MARTINEZ EDUARDO PO BOX 300553 HOUSTON TX 77230-0553	K0600-02-005-0001-00 KATHLEEN PARK #2 LT 1 BLK 5 1804 ROSE AVE	L: 19800 B: 22897
VALDEZ, HERMINIA 1804 ROSE AVE WESLACO TX 78596-8210	K0600-02-005-0003-00 KATHLEEN PARK #2 LT 2 & 3 BLK 5 1804 ROSE AVE	L: 39600 B: 44880
MATA, GREGORIA 1868 BELMONT AVE FORT WORTH TX 76106-8653	K0600-02-005-0004-00 KATHLEEN PARK #2 LT 4 BLK 5 1808 ROSE AVE	L: 19800 B: 34571
FERNANDEZ, YOLANDA 1807 S BRIDGE AVE WESLACO TX 78596-8121	K0600-02-005-0013-00 KATHLEEN PARK #2 LT 13 BLK 5 1807 S BRIDGE AVE	L: 19800 B: 21656
GONZALEZ, ALICIA 1805 S BRIDGE WESLACO TX 78596-8121	K0600-02-005-0014-00 KATHLEEN PARK #2 LOT 14 BLK 5 1805 S BRIDGE AVE	L: 19800 B: 20389
ROCHA, MARIA DEL CARMEN 1803 S BRIDGE AVE WESLACO TX 78596-8121	K0600-02-005-0015-00 KATHLEEN PARK #2 LOT 15 BLK 5 1803 S BRIDGE AVE	L: 19800 B: 23830
WOODS TRAVIS J 1801 S BRIDGE AVE WESLACO TX 78596-8121	K0600-02-005-0016-00 KATHLEEN PARK #2 LT 16 BLK 5 1801 S BRIDGE AVE	L: 19800 B: 29561
RIO AMERICANA LLP 1004 DOWLER STREET MERCEDDES TX 78570-3918	W3800-00-687-0000-00 WEST TRACT 1.433AC AN IRR TR-E28 5'-S228' FT 687 1.433AC 821 E 18TH ST	L: 124580 B: 75298

JUN 22, 2017

WESLACO IND SCHOOL DIST	W3800-00-688-0000-02	L: 102500
319 W 4TH ST	WEST TRACT S 650'-W 335' FT 688	B: 6000000
WESLACO TX 78596-6047	MARGO ELEMENTARY 5.0 AC NET	
	1701 S BRIDGE AVE	

ORDINANCE NO. 2017-33

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1801 SOUTH BRIDGE ALSO BEING LOT 16, BLOCK 5, KATHLEEN PARK SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, R-2 DUPLEX AND APARTMENTS DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT.

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

SECTION I: R-2 Duplex and Apartments District to B-1 Neighborhood Business District being Lot 16, Block 5, Kathleen Park Subdivision, also being 1801 South Bridge, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of July, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

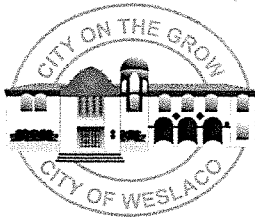


Standardized Agenda Request Form

Date of Meeting: July 18, 2017		Agenda Item No. (to be assigned by CSO): 2017-1074	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration after public hearing on behalf of Leo and Emma Salazar to rezone 425 Frost Proof Drive also being Lot 21, Frost Proof Heights Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. Fifteen (15) property owners within 200 feet of the applicant's property were notified by letter on June 23, 2017. Owner has submitted letter of withdrawal.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission appeared in The Monitor on June 19, 2017.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended no action on July 5, 2017			
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends no action, as applicant withdrew application.			
Attachments, if any: Rezone Application and Withdrawal			

Responsibilities upon Approval:

N/A



APPLICATION FOR REZONING

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

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

FILE NO. REZ-00010

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot # 21 Block _____

Subdivision Name FROST PROOF HEIGHTS

Street Address ~~425~~ 425 Frost Proof Drive

Existing Zoning _____ Existing Land Use R-1

Proposed Zoning _____ Proposed Land Use R-2

_____ \$300.00 non-refundable filing fee.

_____ Detailed dimensioned site plan/map must be submitted with this request.

_____ Survey and metes and bounds if the legal description is a portion of a lot.

_____ City and school tax receipts attached.

_____ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name LEO SALAZAR & EMMA Q. SALAZAR Phone 956-472-1849

Address 110 S. 29th St. Fax: 956-968-4054

City DOWN, State TX Zip Code 78537 E-Mail: ARROYO Co HAGES@Yahoo.Com

OWNER

Name LEO SALAZAR & EMMA Q. SALAZAR Phone 956-472-1849

Address 110 S. 29th St. Fax: 956-968-4054

City DOWN State TX Zip Code 78537 E-Mail: ARROYO Co HAGES@Yahoo.Com

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

Signature Leo Salazar Date 6-14-17

Signature Leo Salazar Date 6-14-17
Owner
Applicant

Signature _____ Date _____

Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

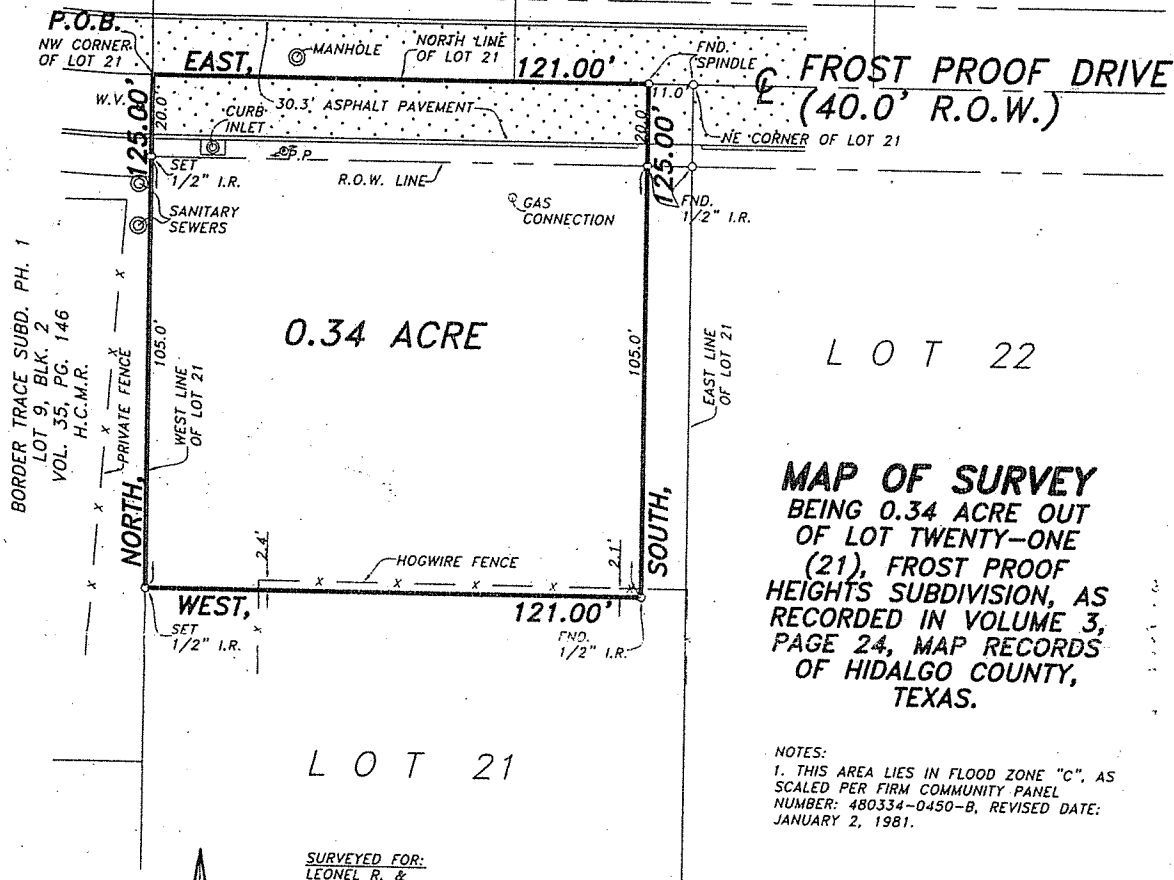
Presented to City Commission Date _____
Approved _____ Disapproved _____ Tabled _____

Ordinance No. _____

LOT 20

LOT 19

LOT 18

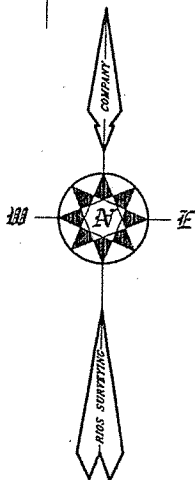


MAP OF SURVEY
BEING 0.34 ACRE OUT
OF LOT TWENTY-ONE
(21), FROST PROOF
HEIGHTS SUBDIVISION, AS
RECORDED IN VOLUME 3,
PAGE 24, MAP RECORDS
OF HIDALGO COUNTY,
TEXAS.

NOTES:
1. THIS AREA LIES IN FLOOD ZONE "C", AS
SCALED PER FIRM COMMUNITY PANEL
NUMBER: 480334-0450-B, REVISED DATE:
JANUARY 2, 1981.

SURVEYED FOR:
LEONEL R. &
EMMA O. SALAZAR

PROPERTY ADDRESS:
421 FROST PROOF DRIVE
WESLACO, TEXAS 78596



LEGEND

ASPH.	ASPHALT
A/C	AIR CONDITION
BLDG.	BUILDING
BLK.	BLOCK
CL	CENTERLINE
CONC.	CONCRETE
E.M.	ELECTRIC METER
ESMT.	EASEMENT
E.J.B.	ELECTRIC JUNCTION BOX
F.H.	FIRE HYDRANT
FND.	FOUND
G.M.	GAS METER
I.R.	IRON ROD
L.P.	LIGHT POST
MON.	MONUMENT
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
T.P.	TELEPHONE PEDESTAL
TEMP.	TEMPORARY
W.M.	WATER METER



NOTE:

THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT. EASEMENTS
AND RESTRICTIONS MAY EXIST WHICH ARE NOT
SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT WAS
PREPARED FROM AN ACTUAL SURVEY MADE ON THE
GROUND ON 10-28-2013, BY ME
WORKING UNDER MY SUPERVISION.

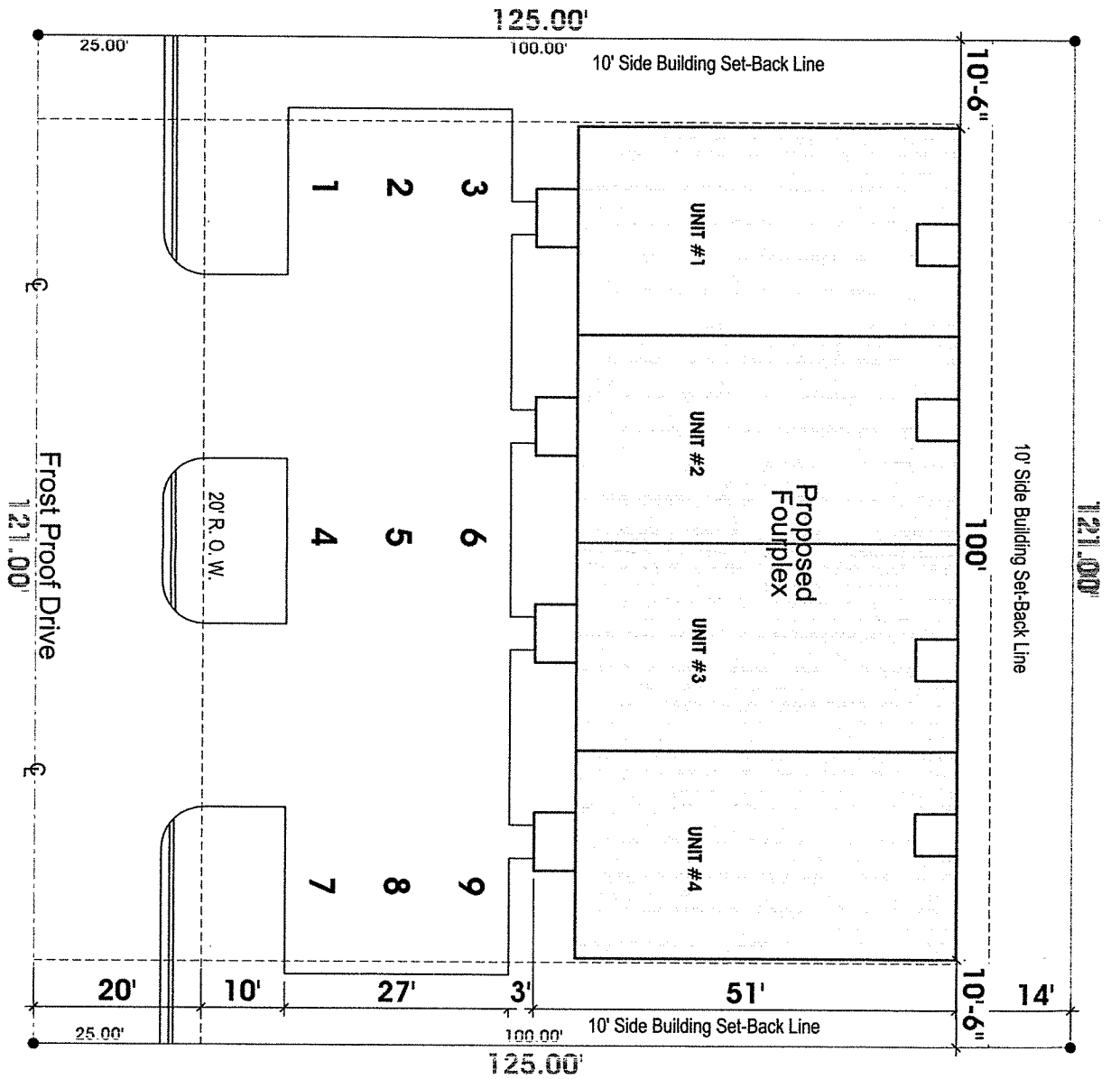
Francisco Rios
FRANCISCO RIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 4642

RIOS SURVEYING, L.L.C.

COPYRIGHT 2013 - RIOS SURVEYING L.L.C.

221 S. WILLIAMS ROAD, SAN BENITO, TEXAS 78586
PHONE (956) 361-9179 / 361-1853
FAX (956) 361-9254

DATE:	10-28-2013	2013-0319
SCALE: 1"=30'	JOHN	



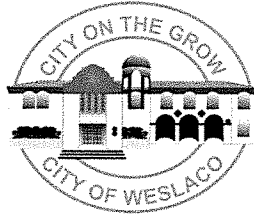
Oscar
402-8935

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, July 5, 2017 at 5:30 p.m. and the City Commission will also hold a Public Hearing on Tuesday, July 18, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests: Si desea informacion en español, llame al departamento de Planeación de la Ciudad de Weslaco, (956) 447-3403. Ramzan A. Mosani is requesting a Conditional Use Permit to continue to obtain a Wine and Beer Retailer's Off-Premise Permit also being Lot 1, Airport Medical Center Subdivision, Weslaco, Hidalgo County, Texas. Possible Action. Leo and Emma Salazar are requesting to rezone 425 Frost Proof Drive also being Lot 21, Frost Proof Heights Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. Possible Action. Norma Hernandez is requesting to rezone 1801 South Bridge also being Lot 16, Block 5, Kathleen Park Subdivision, Weslaco, Hidalgo County Texas, from R-2 Duplex and Apartments District to B-1 Neighborhood Business District. Possible Action. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before July 5, 2017, for the Planning and Zoning Commission and on or before July 18, 2017, for the City Commission. For additional information, contact the Planning Department at (956) 447-3403 /S/ MARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

June 23, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, July 5, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, July 18, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests:

REZONE REQUEST:

Leo and Emma Salazar are requesting to rezone 425 Frost Proof Drive also being Lot 21, Frost Proof Heights Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District.

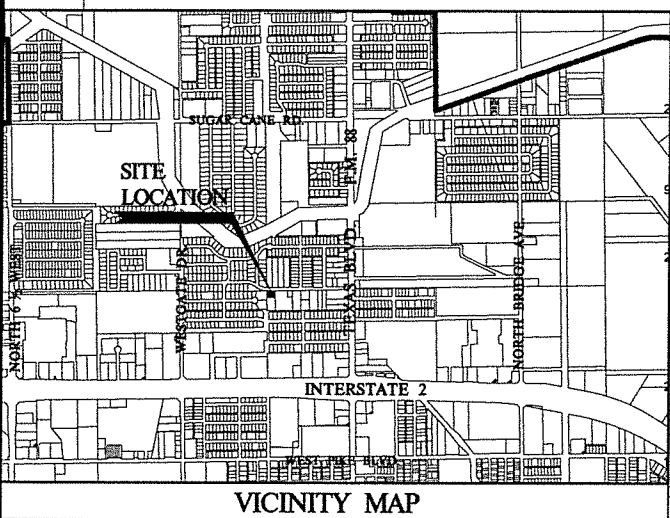
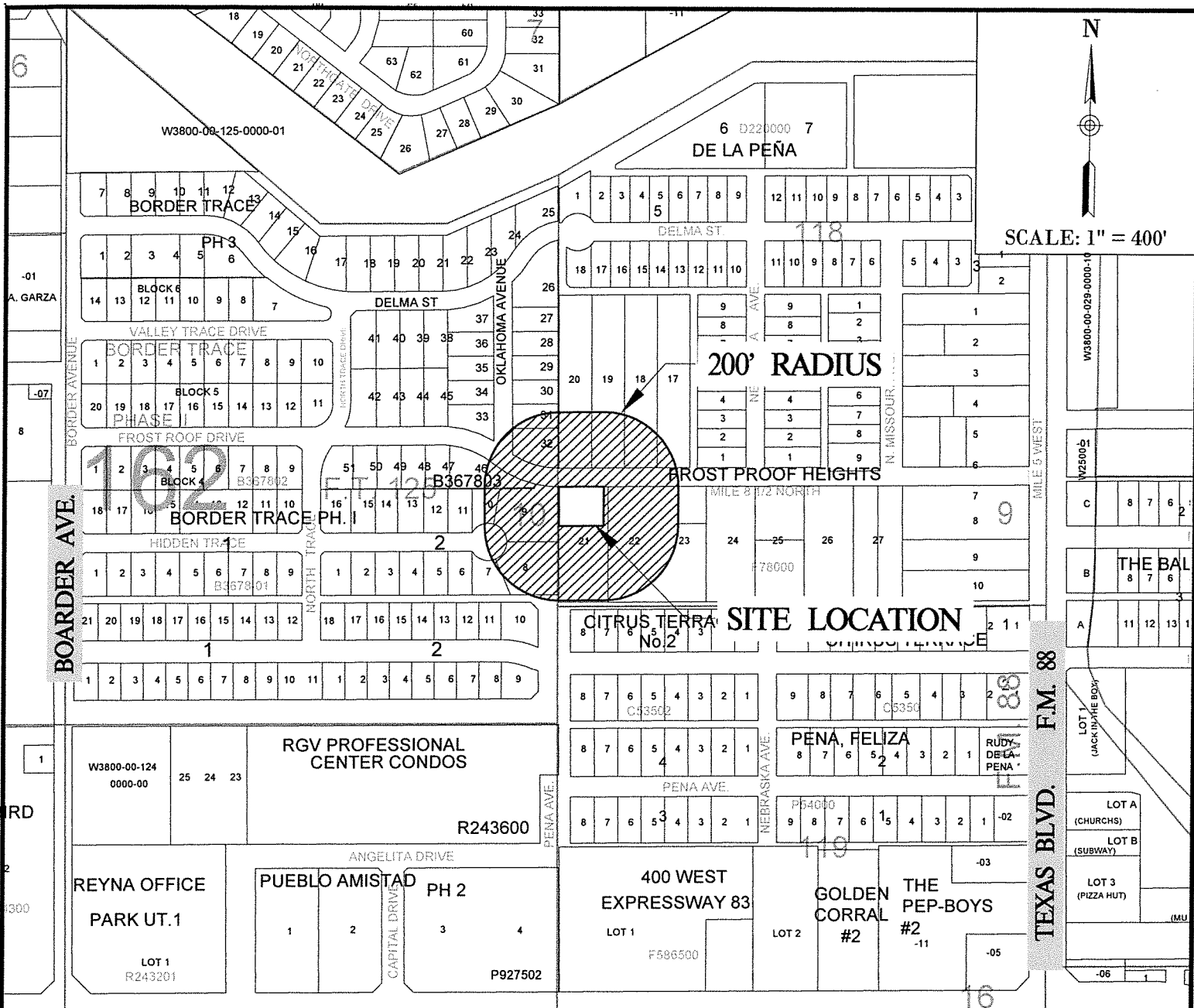
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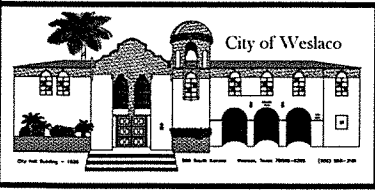
Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

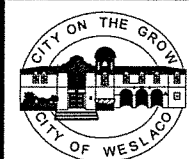
MH/mh



This is an aerial map of the Palm Plaza Shopping Center area in Las Vegas. The map shows several property lots, some of which are labeled with their respective parcel numbers and area measurements. The main area is labeled "PALM PLAZA SHOPPING CENTER" and "F.T. 120". To the left, a street is labeled "REPUBLICA AVE". To the right, a street is labeled "INTERSTATE 2". The map also shows surrounding areas, including "BERMEA" and "WHATA-BURGER". The map is divided into several sections, some of which are labeled with numbers (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100). The map also shows the "PALM PLAZA S/C" and "PALM PLAZA SHOPPING CENTER". The map is divided into several sections, some of which are labeled with numbers (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100). The map also shows the "PALM PLAZA S/C" and "PALM PLAZA SHOPPING CENTER".



LEO & EMMA SALAZAR
425 FROST PROOF DRIVE
LOT 21
FROST PROOF HEIGHTS
EXIST. ZONING: R-1 PROP. ZONING: R-2



JUN 22, 2017

✓ DURAN, NEPHTALI 709 HIDDEN TRCE WESLACO TX 78596-4054	B3678-01-001-0007-00 BORDER TRACE PH 1 LOT 7 BLK 1 709 HIDDEN TRACE	L: 22917 B: 66888
✓ MOLANO, DEMETRIO 705 HIDDEN TRCE WESLACO TX 78596-4054	B3678-01-001-0008-00 BORDER TRACE PH 1 LOT 8 BLK 1 705 HIDDEN TRACE	L: 22917 B: 86705
✓ LOPEZ, ANTONIO 701 HIDDEN TRCE WESLACO TX 78596-4054	B3678-01-001-0009-00 BORDER TRACE PH 1 LOT 9 BLK 1 701 HIDDEN TRACE	L: 23649 B: 83957
✓ PEREZ, SALVADOR JR & MICHE 700 HIDDEN TRACE WESLACO TX 78596	B3678-01-001-0010-00 BORDER TRACE PH 1 LOT 10 BLK 1 700 HIDDEN TRACE	L: 23649 B: 93608
✓ TEJAS BUILDING & DEV CO INC 2623 N TEXAS BLVD WESLACO TX 78599-4039	B3678-03-000-0031-00 BORDER TRACE PH 3 LOT 31 1710 OKLAHOMA AVE	L: 16969 B: 0
✓ HERNANDEZ JOHN DBA PROVIDENCE CONSTRUCTION 2623 N TEXAS BLVD WESLACO TX 78596	B3678-03-000-0032-00 BORDER TRACE PH 3 LOT 32 1706 OKLAHOMA AVE	L: 34851 B: 175771
✓ TEJAS BUILDING & DEV CO, I 2401 E EXPRESSWAY 83 WESLACO TX 78596-5512	B3678-03-000-0046-00 BORDER TRACE PH 3 LOT 46 505 FROST PROOF DR	L: 34430 B: 82887
PALOMO GABRIEL 509 COUNTRY LN WESLACO TX 78596	E4900-00-002-0001-00 EL TEXANO BLK 2 LT 1 1404 N TIO AVE	L: 28311 B: 0
LEIJA MARY LOU ET AL OLIVIA O GARZA 717 N NEVEDA AVE WESLACO TX 78596	E4900-00-003-0001-00 EL TEXANO BLK 3 LTS 1-4 717 N NEVADA AVE	L: 73589 B: 26177
PALOMO CESAR 715 N NEVADA AVE WESLACO TX 78596	E4900-00-003-0005-00 EL TEXANO BLK 3 LT 5 715 N NEVADA AVE	L: 18750 B: 25670
ALANIZ, OVERLIN 711 N NEVADA AVE WESLACO TX 78596-5007	E4900-00-003-0006-00 EL TEXANO BLK 3 LT 6 711 N NEVADA AVE	L: 15313 B: 0
CAVAZOS MIGUEL P 712 N PADRE AVE WESLACO TX 78596	E4900-00-003-0019-00 EL TEXANO LT 19 & 20 BLK 3 712 N PADRE AVE	L: 37500 B: 50985

JUN 22, 2017

LEAL GUADALUPE 716 N PADRE AVE WESLACO TX 78596	E4900-00-003-0021-00 EL TEXANO BLK 3 LT 21 716 N PADRE AVE	L: 18750 B: 21293
RIVERA GUADALUPE V I 716 N PADRE AVE WESLACO TX 78596	E4900-00-003-0022-00 EL TEXANO BLK 3 LT 22 716 N PADRE AVE	L: 18750 B: 1921
CASTILLO ROSA ELENA 720 N PADRE AVE WESLACO TX 78596	E4900-00-003-0023-00 EL TEXANO LOT 23 BLK 3 720 N PADRE AVE	L: 18750 B: 23233
SALINAS OSCAR 7728 VILLA RAMA SOUTH ST MISSION TX 78572	E4900-00-003-0024-00 EL TEXANO BLK 3 LT 24 722 N PADRE AVE	L: 18750 B: 0
TREJO ANTONIO & AMIRTA 321 SAMOA DR WESLACO TX 78599	E4900-00-004-0001-00 EL TEXANO BLK 4 LTS 1 & 2 723 N PADRE AVE	L: 37500 B: 51852
MARTINEZ MARGARITO & SULEMA 717 N PADRE AVE WESLACO TX 78596	E4900-00-004-0003-00 EL TEXANO BLK 4 LTS 3 & 4 717 N PADRE AVE	L: 37500 B: 27694
VILLEZCAS SILVIA IRENE ET AL 715 N PADRE AVE WESLACO TX 78596	E4900-00-004-0005-00 EL TEXANO BLK 4 LT 5 715 N PADRE AVE	L: 18750 B: 13282
MORIN MIGUEL A 713 N PADRE AVE WESLACO TX 78596	E4900-00-004-0006-00 EL TEXANO BLK 4 LT 6 713 N PADRE AVE	L: 18750 B: 18730
SOLIS HECTOR & LEONOR C 203 W LIVE OAK DR WESLACO TX 78596	E4900-00-004-0022-00 EL TEXANO BLK 4 LOT 22 718 N UTAH AVE	L: 14700 B: 55722
GONZALEZ FELICITAS CAMARILLO 720 N UTAH AVE WESLACO TX 78596	E4900-00-004-0023-00 EL TEXANO BLK 4 LT 23 720 N UTAH AVE	L: 18000 B: 16950
IGLESIA DE DIOS PENTECOSTAL MOVIMIENTO INTERNACIONAL PO BOX 431722 HOUSTON TX 77243	E4900-00-004-0024-00 EL TEXANO LOT 24 BLK 4 722 N UTAH AVE	L: 18000 B: 70237
CRUZ, FERNANDO & BELINDA G 320 FROST PROOF DR WESLACO TX 78596-4102	F7800-00-000-0017-00 FROST PROOF 1AC LOT 17 320 FROSTPROOF DR	L: 87120 B: 64261

JUN 22, 2017

✓ VALDEZ ADOLFO M III 1608 FALCON AVE MCALLEN TX 78504-3437	F7800-00-000-0018-00 FROST PROOF E74'-S160' LOT 18 408 FROSTPROOF DR	L: 17642 B: 0
✓ VALDEZ ADOLFO M III & MARTHA I 1608 FALCON AVE MCALLEN TX 78504-3437	F7800-00-000-0018-01 FROST PROOF ALL LOT 18 EXC E74'- S160' 408 FROSTPROOF DR	L: 47697 B: 0
✓ ESCOBAR ELEAZAR 1632 E BUSINESS 83 WESLACO TX 78596-6623	F7800-00-000-0019-00 FROST PROOF W 0.50AC LOT 19 418 FROSTPROOF DR	L: 43560 B: 10245
✓ MEJIA ALVARO AJ & MARIA 120 FROST PROOF DR WESLACO TX 78599-4115	F7800-00-000-0019-01 FROST PROOF E 1/2 LOT 19 414 FROSTPROOF DR	L: 43560 B: 0
✓ REYNA, MARY LOU 424 FROST PROOF DR WESLACO TX 78596-4117	F7800-00-000-0020-00 FROST PROOF 1AC LOT 20 424 FROSTPROOF DR	L: 87120 B: 38126
✓ SALAZAR LEONEL R & EMMA Q 110 S 29TH ST DONNA TX 78537-3635	F7800-00-000-0021-00 FROST PROOF N125'-W121' OF LOT 2 1 0.34AC 421 FROSTPROOF DR	L: 34031 B: 0
✓ GARCIA, DANIEL 101 PENA AVE WESLACO TX 78596-4111	F7800-00-000-0021-01 FROST PROOF S205' & E11'-N125' O F LOT 21 0.65AC 421 FROSTPROOF DR	L: 42471 B: 11178
✓ PAYLESS PROPERTIES INC PO BOX 1171 WESLACO TX 78599-1171	F7800-00-000-0022-00 FROST PROOF ALL-LOT 22 & LOT 23 EXC E75'-N120' 409 FROSTPROOF DR	L: 148680 B: 0
✓ GUAJARDO, NAFTALI 325 FROST PROOF DR WESLACO TX 78596-4101	F7800-00-000-0023-00 FROST PROOF E75'-N120' LOT 23 325 FROSTPROOF DR	L: 20581 B: 15119
MCALLEN ROBERT A 1114-A S WESTGATE DR WESLACO TX 78596	W3800-00-041-0000-00 WEST TRACT 0.69AC BEING AN IRR T R-E180.10'-W773.25'-S216.49' FT 1421 E PIKE BLVD	L: 135254 B: 230541
DOS LOGISTICS INC 1002 E EXPRESSWAY 83 WESLACO TX 78596	W3800-00-041-0000-01 WEST TRACT AN IRR TR W140.27'-E2 90.40'-S387.48' FT 41 1.15AC 1.0 1002 E EXPRWY 83	L: 209093 B: 396269
MORAN RAFAEL SR & CATALINA 1000 E EXPRESSWAY 83 WESLACO TX 78596	W3800-00-041-0000-02 WEST TRACT 0.86AC-W5.223AC-S10AC FT 41 1000 E EXPRWY 83	L: 168575 B: 107495

JUN 22, 2017

RIOS ROLANDO	W3800-00-041-0000-04	L: 265639
2370 N EXPRESSWAY STE 1238	WEST TRACT 1.36AC BEING AN IRR T	
BROWNSVILLE TX 78521-1206	R-W195'- S425.77' EXC W132.75'-S	B: 0
	1 E EXPRWY 83	
TEXAS HEALTH CARE MOBILE	W3800-00-041-0000-06	L: 201901
2302 E 12TH ST	WEST TRACT AN IRR TR E162.48'- W	
WESLACO TX 78596	593.15'- S323.94' FT 41 1.04AC N	B: 181926
	1416 E BUS HWY 83	

06/26/2017

TO: WESLACO PLANNING DEPT.

WE ARE HEREBY WITHDRAWING
OUR REQUEST TO REZONE
425 FROST PROOF DRIVE (LOT 21)
FROST PROOF HEIGHTS SUBDIVISION
WESLACO, TEXAS - HIDALGO COUNTY
THANK YOU SO MUCH!

Yours Truly

Leo + Emma Salazar
956-463-3244
956-472-1849

RECEIVED

JUN 26 2017

Planning &
Code Enforcement Dept.

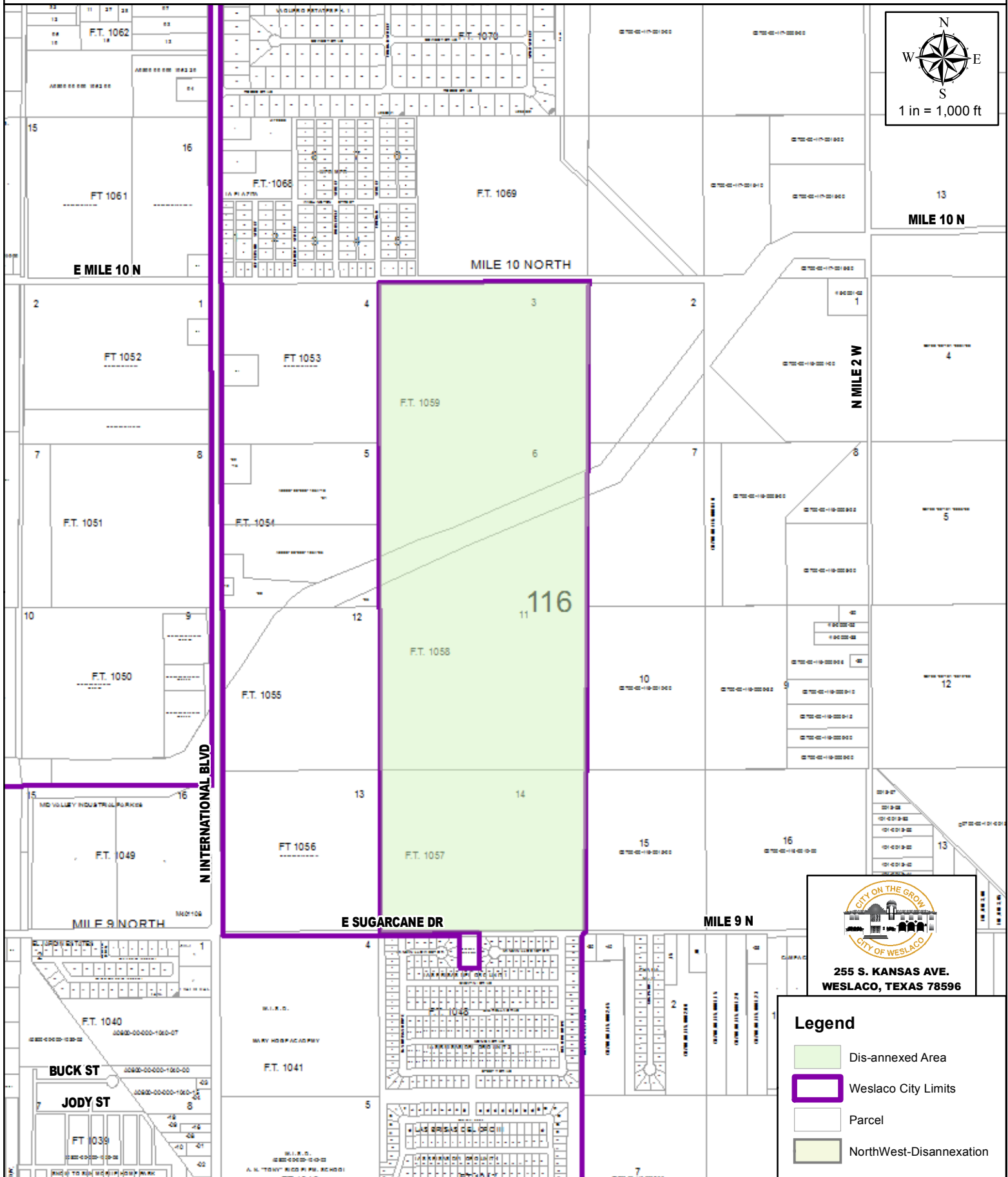


Standardized Agenda Request Form

Date of Meeting: July 18, 2017		Agenda Item No. (to be assigned by CSO): 2017-1082	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to approve Ordinance 2017-34 amending Ordinance No. 2014-02 to provide for the disannexation of all or part of Farm Tracts 1057, 1058, 1059 and Irrigation District No. 9 (HCCID #9) out of Tract 116 of the West and Adams Tract Subdivision and authorize Mayor to execute any related documents. First reading of Ordinance 2017-34. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: City expanded boundaries in 2014 by annexing mostly vacant or agricultural properties. Since then, City has reached agreements with neighboring municipalities to have growth boundaries. Farm Tracts proposed for disannexing are vacant/agricultural. By disannexing, services will no longer be provided by the City. If disannexed, at the time of development, owners will be required to submit petition for voluntary annexation.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Mardoqueo Hinojosa		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Exhibit, Ordinance 2017-34			

Responsibilities upon Approval:

Staff will provide documentation to different entities.



2017 DISANNEXATION NORTHEAST AREA

ORDINANCE NO. 2017- 34

AN ORDINANCE AMENDING ORDINANCE NO. 2014-02 TO PROVIDE FOR THE DISANNEXATION OF CERTAIN UNIMPROVED AREA FROM THE TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, AND ORDAIN OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I: Section 1 of Ordinance No. 2014-02 is hereby amended to delete Section 2 of Ordinance No. 2014-02 are hereby delete the following territory being annexed by Ordinance No. 2014-02:

A TRACT OF LAND CONTAINING 201.39 AC SITUATED IN THE CITY OF WESLACO IN THE COUNTY OF HIDALGO, TEXAS, BEING ALL OR PART OF FARM TRACT 1057, 1058, 1059 AND HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9 (HCCID #9) OUT OF TRACT 116 OF THE WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, ACCORDING TO THE PLAT RECORDED AT THE HIDALGO COUNTY MAP RECORDS.

SECTION II: This Ordinance becomes effective on the Second and Final Reading

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of July, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2017.

CITY OF WESLACO

David Suarez,
MAYOR

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

**Stella Corporation
1753 S. Mile 2 West
Mercedes, Texas 78570
(956) 975-1714**

JUN 21 2017
MAYOR'S OFFICE

June 19, 2017

David Suarez, Mayor
City of Weslaco
255 S. Kansas
Weslaco, Texas 78596

RE: A0800-000-1059-00; Adams Tract FT 1059 60.02 acres

Dear Mayor Suarez:

We are the owners of the above-referenced property which was recently annexed by Weslaco. Since this is farmland, we are requesting the option of a development agreement with the City of Weslaco.

Sincerely,



Janet Neuman
Treasurer

CC: Mike R. Perez, City Manager
255 S. Kansas
Weslaco, Texas 78596



Standardized Agenda Request Form

Date of Meeting: July 18, 2017		Agenda Item No. (to be assigned by CSO): 2017-1081	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to approve Change Order No. 2 for the Pleasantview Sanitary Sewer Line Project for an amount not to exceed \$100,000 for additional dewatering and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: A development contract was issued in 2016 to Total Commitment Construction for \$151,149 for assistance with offsite sanitary sewer for the development of Pleasantview Village Subdivision. Upon approval, staff requested a survey and a geotechnical report for the area to proceed with engineering plans. During design, due to now surveyed existing conditions, sanitary sewer line along Pleasantview Drive was shifted from outside of the street to paved area. Change Order No. 1 was requested and approved for \$56,000 for this circumstance. With the geotechnical report, it was found that groundwater would be found below 13 ft depths. During the original estimate of \$151,149, \$30,000 were anticipated to be used for dewatering for the last portion of the project. However, the last 2,200 linear feet of the project require dewatering for sewer line installation. Developer and City Engineer have researched for anticipated cost for dewatering. It has been agreed that work can be done for approximately \$60,000 per month; two months are needed to complete the project. If approved, developer agrees that any excess past the two months will be at his expense. In addition, \$20,000 are needed for boring under structures.			
Funding Source (budget code, if applicable): Sewer CIP			
Amount: \$100,000.00		Term of Impact: 1	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Mardoqueo Hinojosa		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments:			

Staff Recommendation:

Staff recommends approval for \$100,000. This will cover \$90,000 for dewatering and \$10,000 for boring (cost split with developer).

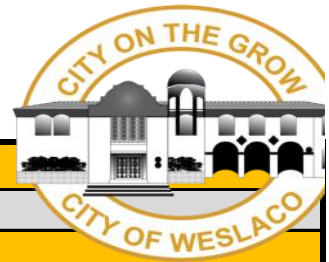
Attachments, if any:

Estimate

Responsibilities upon Approval:

Staff will notify developer.

Pleasantview Sewer Line
City of Weslaco
7-Jul-17



Opinion of Probable Cost						
PLANNING AND CODE ENFORCEMENT DEPARTMENT						

Item	Description	Unit	Estimated Quantity	Price per Unit	Estimated Amount	Basis of Pricing
DESIGN & CONSTRUCTION COST						
<i>Lift Station No. 37 Rehabilitation</i>						
	Sewer Line as Per Plans - C-1 / Line "S" Plan)					
	Received by E-mail on 01/19/2016 @ 4:51 pm					
	Installation of 4,551 LF of 8" Line, 10" Line and					
	13-Manholes at a varied depth ranging between					
1	10' and 22' depths.	LS	1	\$167,149.00		Developer Quote
2	Credit Developer to the City of Weslaco	LS	1	(\$55,000.00)	\$ 112,149.00	
	Additional Items					
1	Sewer Services as required	EA	9	\$1,000	\$ 9,000.00	Developer Quote
2	Dewatering if needed	LS	1	\$ 30,000.00	\$ 30,000.00	Developer Quote
	Change Order #1					
1	1' Caliche Fill for 1,400' x 5' Trench	TONS	559	\$ 12.23	\$ 6,836.57	Developer Quote
2	Sand Fill @ 10' Depth for 1,400' x 5' Trench	CY	3630	\$ 9.55	\$ 34,666.50	Developer Quote
3	Cement Stabilization for Trench	LS	1	\$ 2,996.93	\$ 2,996.93	Developer Quote
4	24" Casing	LF	110	\$ 50.00	\$ 5,500.00	Developer Quote
5	Drop Structure	EA	3	\$ 2,000.00	\$ 6,000.00	Developer Quote
1	Surplus	LS	1	\$ 5,000.00	\$ 5,000.00	Developer Quote
	Proposed Change Order #2					
1	Boring	LF	200	\$100	\$ 20,000.00	Engineer's Estimate
2	Dewatering	MO	2	\$60,000	\$ 120,000.00	Developer Quote

TOTAL COST \$ 352,149.00

CONSTRUCTION TOTAL - Original Dewatering (30k) - 1/2 Boring (10k by developer)	\$ 312,149.00
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	Change Order 2 \$ 100,000.00
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Standardized Agenda Request Form

Date of Meeting: July 18, 2017		Agenda Item No. (to be assigned by CSO): 2017-1066	
From:			
Subject: Discussion and consideration to approve a Memorandum of Understanding (MOU) with Community Loan Center Corporation to provide access to affordable small dollar loans, free financial counseling and coaching for municipal employees at no cost to the City and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)			
Background: To provide access to low-interest 12-month loans of up to \$1,000. Easy online loan processing, loan payments are payroll deducted, free financial counseling and coaching is available. Agreement is between employee and CLC.			
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):			
Veronica Ramirez		Created/Initiated	
Veronica Ramirez		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo Community Loan Center Corporation, Community Loan Center Corporation MOU			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

DATE: June 21, 2017

TO: Mayor and City Commission

CC: Mike R. Perez, City Manager

FROM: Veronica Ramirez, Human Resources Director

Subject: Community Loan Center Corporation

Approval of a Memorandum of Understanding (MOU) with Community Loan Center Corporation to provide access to low-interest 12-month loans of up to \$1,000. Easy online loan processing, loan payments are payroll deducted, free financial counseling and coaching is available. Financial Benefit Package to workforce at no cost to the City. Staff recommends approval.



Memorandum of Understanding

Memorandum of Understanding

Dated: _____

Between

Community Loan Center Corporation ("CLC")

and

City of Weslaco
("Employer")

This Memorandum of Understanding (MOU) is an alliance between the Community Loan Center Corporation, a wholly owned subsidiary of the Rio Grande Valley Multibank and
City of Weslaco ("Employer")

I. MISSION

CLC's mission is to provide financial products and services to the target market in the counties of Cameron, Willacy, Starr, and Hidalgo counties in South Texas principally in the area of consumer lending and financial literacy education.

Together, the parties enter into the MOU to implement the Small Dollar Lending Program (SDLP) to provide a market place alternative to high cost payday, pawnshop, check cashing, and signature loan outlets.

II. PURPOSE AND SCOPE

The purpose of the MOU is to create a framework of cooperation between CLC and City of Weslaco (*Employer*) to collaborate on mutually beneficial lending program including setting up, monitoring, evaluation, and to provide technical assistance in accessing required information related to the SDLP. Through these activities the two organizations will authorize designated individuals for equal access to and participation in this lending program.

III. RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of the organization are:

Community Loan Center Corporation
Charles (Nick) Mitchell, Administrator
901 E Levee Street
Brownsville, TX 78520
P: 956.541.4955 ext.370
F: 956.541.4990
nmitchell@cdcb.org

(Fill in contact information here)

The organizations agree to the following tasks for this Memorandum of Understanding:

- ☒ Agree to provide employment verification for all clients prior to loan funding.
- ☒ Agree to set up payroll deduction for each employee for the repayment of the SDLP (See Exhibit A: Copy of payroll Authorization).
- ☒ Be an ambassador for CLC and represent the mission of CLC at professional meetings advocating for the SDLP as necessary.
- ☒ Upon request, share these experiences with the CLC members at general meetings to apprise all members of the SDLP stories, challenges, and successes in the Rio Grande Valley area.
- ☒ Initial meetings will be held between parties to review implementation of this agreement and to establish policy directives as appropriate.
- ☒ Confidentiality: Parties agree not to use or release any reports, data, or other information identifying applicants or persons, except with the approval of such applicant or person served and in accordance with the consumer rules and regulations and where applicable, federal laws and regulations. Such information shall be used only to assure proper administration, planning, coordination and monitoring of performance under this Agreement.
- ☒ Parties agree not to share customer information with outside parties
- ☒ This Memorandum of Understanding may be amended on the initiative of either party by submitting a proposed amendment in writing to the other party and agreement of that party to the amendment.

IV. COST ALLOCATION/RESOURCE SHARING

CLC will be responsible for preparation of transactional documents, administrative and overhead expenses incurred by the CLC. CLC shall be responsible for submitting all necessary progress reports to the CLC Board of Directors and shall track all expenditures, for provision of the necessary checks and balances.

V. TERMS OF UNDERSTANDING

This MOU may be reviewed at any time to ensure that it is fulfilling its purpose.

VI. MODIFICATION/TERMINATION

This MOU constitutes an agreement between the parties hereto. This MOU may be modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of written amendment, signed and dated by all the parties.

Either party to this MOU may terminate this MOU by mailing a written notice of intent to terminate. In such case, termination by one or more of the parties to this MOU does not alter the terms or obligations of the other parties to this MOU.

VII. DISCLAIMER

In performance of the services hereunder, CLC shall act on its own behalf and shall have no authority to act in any other capacity. Employer shall not be deemed an agent of CLC, and there is no joint venture formed between CLC and Employer.

VIII. AUTHORIZATION

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU. On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

Signature of Employer's Representative: _____ *Date:* _____

Printed Name: _____ *Title:* _____

Organization: _____

Signature of Community Loan Center Representative: _____ *Date:* _____

Printed Name: Charles (Nick) Mitchell *Title:* Administrator

Organization: Community Loan Center Corporation, a wholly owned subsidiary of Rio Grande Valley Multibank

Community Loan Center Corporation, a wholly owned subsidiary of
Rio Grande Valley Multibank
Equity Investors

- JP Morgan/Chase
- Wells Fargo
- Bank of America
- IBC Brownsville
- BBVA Compass Bank
- Frost Bank
- IBC McAllen
- Lone Star National Bank
- National Community Impact Corporation, Washington, D.C.

Exhibit A

CONSENT TO PAYROLL DEDUCTION

I, _____, hereby authorize my employer to deduct payments from my paycheck in the appropriate periodic installments as contained in the Promissory Note between myself and the Community Loan Center until the balance is paid in full. I understand that I may revoke this authorization at any time by providing my employer with written notice.

Employee Signature

Date

**MODEL STAFF REPORT REGARDING TEXAS GAS SERVICE
COMPANY'S STATEMENT OF INTENT TO INCREASE RATES IN THE
RIO GRANDE VALLEY SERVICE AREA**

**ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE ON OR BEFORE
JULY 20, 2017**

On June 15, 2017, Texas Gas Service, a Division of ONE Gas, Inc. ("TGS" or "Company"), filed a Statement of Intent seeking to increase gas utility rates within the incorporated areas of the Rio Grande Valley Service Area ("RGVSA"). The affected Rio Grande Valley municipalities include the cities of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, Laguna Vista, La Joya, La Villa, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas ("RGV Cities"). In the filing, the Company asserts it is entitled to a \$4.54 million revenue increase from RGV Cities or an 18.35% increase over current adjusted revenues, excluding gas costs.

TGS has received annual rate increases in each of the past eight years based on a cost-of-service ("COS") tariff approved by the cities. Under the COS tariff, it was not necessary for cities to pass suspension resolutions. However, the COS approved last year required the Company to file a traditional rate case in 2017. A traditional rate case requires cities with original jurisdiction to act to suspend, deny, or approve the Company filing within 35 days from the date of filing. Cities must pass the suspension resolution by July 20, 2017.

The law provides that a rate request made by a gas utility cannot become effective until at least 35 days following the filing of the application to change rates. TGS has proposed an effective date of July 20, 2017. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, TGS' rate request is deemed administratively approved.**

The purpose of the resolution is to extend the effective date of the Company's proposed rate increase and service area consolidation to give the City time to review the rate-filing package. The resolution suspends the July 20, 2017 effective date of the Company's request for the maximum period permitted by law to allow the City to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy to pursue, including settlement and ultimately to approve reasonable rates. The Resolution must be passed before July 20, 2017.

Explanation of “Be It Ordained” Paragraphs:

Section 1. This section incorporates the “whereas” provisions in preamble into the Resolution.

Section 2. This section confirms that the City is authorized to protect the interests of the City and TGS customers residing in the City.

Section 3. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective so long as the City has a legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as the “maximum period allowed by law” rather than ending by a specific date. This is because the Company controls the effective date and can extend its effective date and, therefore, extend the deadline for final city action to increase the time that the City retains jurisdiction (for example, if necessary to reach settlement on the case). If the effective date is not otherwise extended by the Company, the City must take final action on TGS’ request to raise rates by October 19, 2017.

Section 4. This section authorizes the hiring of outside attorneys and consultants to work on this matter. Geoffrey Gay has represented at least some portion of RGV Cities in each of the prior COS rate filings by TGS. Likewise, Mr. Nalepa has been the consultant evaluating TGS files in each of the COS filings.

Section 5. This section provides that the City shall work in coalition with the other affected Rio Grande Valley municipalities to review and evaluate TGS’s filing.

Section 6. By law, the Company must reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will present their invoices to the City of McAllen which will then seek reimbursement from Texas Gas Service. The City will not incur liability for payment of rate case expenses by adopting a suspension resolution.

Section 7. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the resolution was properly noticed.

Section 8. This section provides that both TGS’ designated representative and counsel for Cities will be notified of the City’s action by sending a copy of the approved and signed resolution to certain designated individuals.

Section 9. This section identifies the effective date of the Resolution as the time it is adopted.

Recommendation

The City Staff recommends adoption of the resolution suspending the effective date of TGS’ proposed rate increase.



Stacey L. McTaggart
1301 S. MoPac Expwy., Suite 400
Austin, TX 78746
512-370-8354 • stacey.mctaggart@onegas.com

June 15, 2017

To the Honorable Mayors and Council Members:

Attached is a copy of the Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc., ("TGS" or the "Company") to increase gas utility rates within the incorporated areas of the Rio Grande Valley Service Area ("RGVSA"). The Company is making this Statement of Intent filing following the successful implementation and use of an annual Cost of Service Adjustment ("COSA") mechanism that has allowed the Company and RGVSA cities to work cooperatively in recent years. As part of the Company and cities' agreement to resolve the 2016 COSA filing through a settlement, the Company agreed to make this Statement of Intent filing.

The Company's Statement of Intent includes proposed rate and tariff changes as well as cost of service schedules supporting the Company's request. The Company is also providing a version of the cost of service schedules that is fully integrated and linked to all supporting workpapers. In addition, although there is no requirement that the Company file testimony with a city-level Statement of Intent filing, the Company is providing direct testimony that explains the Company's rate request.

The Company requests that the proposed rates and tariffs contained in the Statement of Intent become effective on July 20, 2017, which is 35 days from the date of this filing. No action on the part of the RGVSA Cities is required to permit the Company's proposed rates to take effect.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

Stacey McTaggart
Rates and Regulatory Director for TGS

**TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC., STATEMENT
OF INTENT TO INCREASE GAS UTILITY RATES WITHIN THE INCORPORATED
AREAS OF THE RIO GRANDE VALLEY SERVICE AREA**

To All Cities Within Texas Gas Service Company's Rio Grande Valley Service Area:

Texas Gas Service Company ("TGS" or the "Company"), a division of ONE Gas, Inc. ("ONE Gas") and a "gas utility" under Texas Utilities Code § 101.003(7), respectfully files this Statement of Intent, pursuant to Subchapter C of Chapter 104 of the Texas Utilities Code, to increase gas utility rates within the incorporated areas of the Rio Grande Valley Service Area ("RGVSA"), which includes the cities of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, Laguna Vista, La Joya, La Villa, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas ("RGV Cities"). TGS is simultaneously filing identical requests in each of these thirty-four cities.

The Company requests that the proposed rate schedules and tariffs for the RGV Cities, attached to this Statement of Intent as **Exhibit A** and incorporated herein by reference, become effective on July 20, 2017, which is 35 days from the date of this filing. No action on the part of the RGV Cities is required to permit these proposed rates to take effect. In support of its request, the Company respectfully shows as follows:

I. INTRODUCTION AND SUMMARY OF THE RATE REQUEST

TGS calculated the revenue requirement for this filing using the system-wide cost of providing service to all customers within the incorporated and unincorporated areas of the RGVSA. The new rates proposed in this filing will affect all customers in the incorporated areas of the RGVSA, which include residential, commercial, church, industrial, public authority, and

transportation customers.¹ For the twelve-month period ending December 31, 2016, the Company's revenue requirement for the RGVSA on a system-wide basis totaled approximately \$31.9 million, as adjusted. The total revenue TGS received during the test year from customers within the combined incorporated and unincorporated areas of the RGVSA was approximately \$26.7 million, leaving a revenue deficiency on a system-wide basis of approximately \$5.17 million, of which, \$4.54 million is attributable to the RGV Cities.

If approved, the proposed rates will increase TGS's revenues in the incorporated areas of the RGVSA by approximately \$4.54 million, which is an increase of 14.53% including gas costs or 18.35%, excluding gas costs. Because the proposed changes will increase TGS's total aggregate revenues within the incorporated areas of the RGVSA by more than 2.5%, the proposed rate increase constitutes a "major change" in rates as that term is defined by Texas Utilities Code § 104.101.

The rate schedules and tariffs, attached hereto as **Exhibit A** to the Rate Filing Package and made a part hereof, evidence the rate changes proposed by the Company. The Company proposes revisions to its RGVSA Incorporated Rules of Service and other incorporated rate schedules to reflect revisions and corrections approved in GUD Nos. 10488, 10506 and 10526 and to provide clarity regarding the Company's current policies and procedures. Details of the proposed revisions to the Company's rate schedules and tariffs are provided in Section E of this Statement of Intent.

The Company is also seeking approval of new depreciation rates for distribution and general plant within the RGVSA as well as TGS Division plant assets allocated to the RGVSA. In addition, this rate filing will determine the prudence of capital investment booked to plant

¹ TGS intends to seek approval of new environs rates in the RGVSA following the resolution of the cases with the RGV Cities.

from January 1, 2016 through December 31, 2016. Finally, as provided by law, the Company seeks reimbursement of all reasonable Company and City rate case expenses. The exact amount will not be known until the case is completed.

II. JURISDICTION

TGS is a gas utility as that term is defined in § 101.003(7) of the Texas Utilities Code. Pursuant to Texas Utilities Code § 103.001, the cities within the RGVSA have original jurisdiction to set the rates TGS requests for customers within their respective incorporated areas. Consistent with such jurisdiction, the proposed rates identified in Exhibit A are applicable to the Company's natural gas service within the incorporated areas of the RGVSA.

III. DETAILS OF PROPOSED CHANGES

A. Rate Filing Package

In addition to this Statement of Intent, the Rate Filing Package consists of the following:

- SOI Exhibit A Proposed Rate Schedules and Tariffs
- SOI Exhibit B Proposed Revenue Increase by Class
- SOI Exhibit C Average Bill Impact by Class
- SOI Exhibit D Direct Testimony
- SOI Exhibit E Notice
- SOI Exhibit F Protective Agreement
- SOI Exhibit G Cost of Service Schedules
- SOI Exhibit H Workpapers

B. Test Year

The Company's proposed cost of service for the incorporated areas of the RGVSA as set forth in this Statement of Intent and Rate Filing Package is based on the twelve-month period

ending December 31, 2016, updated for known changes and conditions that are measurable with reasonable accuracy.

C. Effective Date

The Company requests that the RGV Cities approve the proposed rates to be effective for meters read on and after July 20, 2017.

D. Class and Number of Customers Affected

The proposed changes to the Company's rate schedules will affect all customers in the incorporated areas of the RGVSA. The table below shows the approximate number of customers in the incorporated areas by class who will be affected by the proposed rate changes:

Customer Class	RGVSA Incorporated Customers	RGVSA Environs Customers²
Residential	58,662	3,540
Commercial and Church	3,563	215
Industrial	44	3
Public Authority	496	30
Transportation	60	3

Exhibits B and C, attached, show the amount of the proposed increase and the effect of the proposed increase on an average bill for each class of customers.

E. Proposed Rate Schedules and Tariffs

TGS proposes the following incorporated rate schedules and tariffs, which are attached to this Statement of Intent as **Exhibit A** and incorporated herein by reference:

- (a) *Rate Schedules 10-40*: TGS proposes rates for the following classes of general sales customers in the RGVSA consistent with the RGVSA revenue requirement provided in the Rate Filing Package: Rate Schedule 10 for residential gas sales service; Rate Schedule 20 for commercial gas sales service; Rate Schedule 30 for industrial gas sales service; and Rate Schedule 40 for public authority gas sales

² RGVSA Environs Customers' rates will not be affected by this Statement of Intent filing with the RGV Cities. Instead, TGS intends to seek approval of new environs rates in the RGVSA following the resolution of the cases with the RGV Cities.

service. Revisions were made to provide clarification in the "Applicability" section; add the names of the RGV Cities to the "Territory" section; and add references to Rate Schedules PIT and RCE;

- (b) *Rate Schedules T-1 and T-TERMS*: TGS proposes revisions to Rate Schedule T-1 to: broaden the "Applicability" section; add the names of the RGV Cities to the "Availability" section; add an "Additional Charges" section reflecting the recovery of applicable taxes, franchise fees, demand fees, and Rate Schedules PIT and RCE; and add a "Subject To" section referencing the applicability of Rate Schedule T-TERMS, General Terms and Conditions for Transportation, curtailment provisions and applicable laws, orders and rules. The Company also proposes to withdraw Rate Schedules T-2 and T-GEN. TGS proposes to replace Rate Schedule T-GEN with Rate Schedule T-TERMS, which contains the general terms and conditions for transportation service;
- (c) *Rate Schedule 1-INC*: Proposed Rate Schedule 1-INC is based on the current cost of gas clause in the RGVSA incorporated areas with revisions made to add the names of the RGV Cities to the "Applicability" section; add renewable natural gas to the definition of "Cost of Gas"; add a "Surcharge or Refund Procedures" section which codifies the current practice of including applicable suppliers' surcharges or refunds in the cost of gas calculation; and remove the "Sales of Excess Gas Supply" section because the Company no longer makes such sales in the RGVSA;
- (d) *Incorporated Rules of Service*: The Company proposes revisions to its Rules of Service consistent with the rules in effect in many of the Company's other service areas. The proposed changes provide clarity regarding the Company's current policies and procedures. TGS proposes: additions to §1.3 of definitions of transportation service terminology; elimination of §4.4, transportation across state lines; elimination of §14, because these provisions are contained in the Company's curtailment plan on file with the Commission; revisions to §4.8, which provides clarity to the customers as to who is legally responsible for the customers' piping and appliances; addition of §15.5 through §15.9, which clarify customer and Company rights and obligations relating to service work and which allow the Company to safely, effectively and efficiently conduct service work in the RGVSA; revision to §8, to clarify the rights and obligations of the customer and the Company; revisions to §21, to establish greater consistency for service fees and deposits among the Company's service areas; and addition to §21, to include a fee for customer-requested installation of an excess flow valve;
- (e) *Rate Schedule WNA*: The Company proposes Rate Schedule WNA, which provides a mechanism whereby customer bills are adjusted up or down each billing cycle to reflect differences in actual weather compared to normal weather, as defined in the rate case;
- (f) *Rate Schedule RCE*: The Company is proposing Rate Schedule RCE to enable the Company and RGV Cities to recover all rate case expenses associated with this proceeding that are determined to be reasonable;

- (g) *Rate Schedules EEP and IEE*: The Company proposes to rename the existing Rate Schedule CAC to Rate Schedule EEP, reflecting current terminology to describe the Energy Efficiency Program, and to rename Rate Schedule 1C to Rate Schedule IEE. The Company proposes continuation of the existing program with no other changes to the rate schedules;
- (h) *Rate Schedules PIT and PIT-Rider*: The Company proposes to recover costs incurred to comply with the Commission's Pipeline Integrity Assessment and Management Plan Rule, Rule 8.101, and other future Commission rules related to integrity management plans through Rate Schedule PIT, which contains the calculation and requirements, while Rate Schedule PIT-Rider contains the rate currently in effect. The Company proposes that Rate Schedule PIT recover pipeline integrity testing costs incurred in a given calendar year through a volumetric rate to be applied to customer bills;
- (i) *Rate Schedule PSF*: The Company proposes no changes to Rate Schedule PSF, Pipeline Safety and Regulatory Fees, which recovers the annual fee to support the pipeline safety functions of the Commission; and
- (j) *Rate Schedule 1B*: The Company proposes no changes to Rate Schedule 1B, Franchise Fee and State Occupancy Tax Factors for Applicable General Service Rates, which sets forth the applicable tax and franchise fee rates for each RGV City.

F. Effect of Proposed Rate Changes

The specific proposed changes to the Company's rates are shown in the following side-by-side comparison of existing and proposed rates for customers in the incorporated areas of the RGVSA:

		Existing RGVSA Rates		
Customer Class		RGVSA Incorporated Rates	RGVSA Environs Rates	RGVSA Proposed Rates
Residential				
Customer Charge		\$11.25	\$15.52	\$20.00
Volumetric	All Usage	0.57904	0.17840	0.34574
Commercial				
Customer Charge - Sales		\$31.25	\$71.82	\$70.00
Volumetric	All Usage	0.42023	0.17960	0.31593
Customer Charge - Transportation				\$400.00
Volumetric	First 5,000			0.31593
	All Over			0.08778
Commercial - Church				
Customer Charge		\$18.75	\$59.32	\$40.00
Volumetric	All Usage	0.42023	0.17960	0.31593
Industrial				
Customer Charge - Sales		\$66.85	\$269.80	\$150.00
Volumetric	All Usage	0.50289	0.16480	0.31229
Customer Charge - Transportation				\$400.00
Volumetric	First 5,000			0.31229
	All Over			0.08778
Public Authority				
Customer Charge - Sales		\$35.71	\$74.69	\$85.00
Volumetric	All Usage	0.44999	0.18690	0.31209
Customer Charge - Transportation				\$400.00
Volumetric	First 5,000			0.31209
	All Over			0.08778
T-1				
Customer Charge - Sales		\$127.82	\$452.94	Withdrawn
Volumetric	All Usage	0.23728	0.13010	Withdrawn
T-2				
Customer Charge - Sales		\$327.82	\$706.84	Withdrawn
Volumetric	All Usage	0.06717	0.05480	Withdrawn

(Environs amounts are shown for reference. The Company is not proposing changes in RGVSA Environs rates through this Statement of Intent filing.)

Exhibit C shows the average bill impact by customer class.

G. Direct Testimony

Although not required, the Company is including as **Exhibit D** to the Statement of Intent, direct testimony supporting the Company's requested revenue requirement. The attached testimony includes the following witnesses:

- *David Scalf* is the Vice-President of Rates and Regulatory for ONE Gas. Mr. Scalf's testimony provides an overview of the application, ONE Gas, executive management's perspective on certain key aspects of this case and introduces the Company witnesses who have filed direct testimony in this case;

- *Jim Jarrett* is Vice-President of Operations for TGS. Mr. Jarrett provides an overview of the Company's operations within the RGVSA and addresses the reasonableness and necessity of the Company's operations and maintenance expenses, including pipeline integrity testing expense, as well as its capital investment;
- *Stacey McTaggart* is the Rates and Regulatory Director for TGS. Ms. McTaggart describes the Company's compliance with Commission's requirements regarding the Company's books and records and recovery of costs, describes the Company's requested tariff changes including the recovery of pipeline integrity testing expenses through a separate new rider, and supports the Company's request for recovery of rate case expenses;
- *Stacey Borgstadt* is Manager, Rates and Regulatory Analysis for ONE Gas Corporate. Ms. Borgstadt provides an overview of the cost of service and overall revenue requirement calculation. She further explains and supports the Company's rate base and expenses and related adjustments;
- *Patricia Dominguez* is a Rates and Regulatory Analyst for TGS. Ms. Dominguez supports various RGVSA operating expense adjustments;
- *Crystal Turner* is a Rates and Regulatory Analyst for ONE Gas Corporate. Ms. Turner supports the cost allocation methodology used to determine TGS's costs, certain corporate and divisional capital investment and prepayments, and expense items related to corporate and divisional depreciation and amortization expense;
- *Jeff Branz* is the Director of Compensation and Benefits for ONE Gas. Mr. Branz addresses the reasonableness of ONE Gas' compensation philosophy and structure, as well as related costs of base pay, incentive plans and benefits;
- *Teresa Serna* is a Rates Analyst for TGS. Ms. Serna supports the revenue adjustments used in developing the Company's system-wide revenue requirement in the RGVSA;
- *Cyndi King* is the Director of Treasury and Finance for ONE Gas. Ms. King provides testimony supporting the recovery of a return on TGS's portion of the prepaid pension asset;
- *Julie Hatfield* is a Manager of Customer Experience for TGS. Ms. Hatfield explains the Company's existing energy efficiency program and supports the recovery of related program costs;
- *Janet Simpson* is an accountant and Partner in the firm of Dively Energy Services. Ms. Simpson presents the Company's Accumulated Deferred Income Tax calculations;
- *Tim Lyons* is a Partner with the firm of ScottMadden, Inc. Mr. Lyons sponsors the Company's cash working capital study and proposed cash working capital amounts;

- *Ronald E. White* is an engineer and President of Foster Associates Consultants, LLC. Dr. White sponsors and describes a study of the depreciation rates for the Company's plant located in the RGVSA, as well as for common facilities shared among all TGS service areas, including corporate assets;
- *Bruce H. Fairchild* is a financial accountant and former professor and regulator. Dr. Fairchild is a Principal with Financial Concepts and Applications, Inc. Dr. Fairchild addresses and supports the Company's requested return on equity, cost of debt, capital structure, and overall return on invested capital;
- *F. Jay Cummings* is an independent consulting economist. Dr. Cummings describes the fully allocated class cost of service studies submitted by TGS and describes and supports the Company's proposed interclass cost allocations and rate design; and
- *Paul H. Raab* is an independent economic consultant. Mr. Raab explains the benefits energy efficiency and provides benefit/cost evaluations that support the Company's existing energy efficiency program.

IV. RATE CASE EXPENSES

Pursuant to Texas Utilities Code § 104.051, TGS requests recovery of all reasonable and necessary Company and City rate case expenses from affected customers through a surcharge to the final approved rates.

V. PUBLIC NOTICE

The Company will promptly undertake to notify the public of the proposed changes in its gas rates consistent with the requirements of Texas Utilities Code § 104.103. The public notice that TGS will provide regarding the proposed increase in rates for the incorporated areas of the RGVSA is attached as **Exhibit E** to the Statement of Intent. The Company will submit proof of notice to the RGV Cities promptly upon completion thereof along with a copy of the notice.

VI. COMPANY REPRESENTATIVES FOR NOTIFICATION

TGS's authorized representatives are:

Stephanie G. Houle
Stacey L. McTaggart
Texas Gas Service Company
Barton Skyway IV
1301 S. Mopac, Suite 400
Austin, Texas 78746
512-370-8354
512-370-8440 (fax)

Stacey R Borgstadt
ONE Gas, Inc.
15 East Fifth Street
Tulsa, OK 74103
918-947-7514

and

Ann M. Coffin
Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd., Suite 1450
Austin, Texas 78701
512-879-0900
512-879-0912 (fax)

Please serve all pleadings, motions, orders, and other documents filed in this proceeding upon TGS's authorized representatives at the above-stated addresses.

VII. PROTECTIVE AGREEMENT

The Company's Rate Filing Package includes certain confidential materials. In addition, the scope of discovery in this case may require the production of additional confidential material. Accordingly, TGS attaches as **Exhibit F** to this Statement of Intent a Protective Agreement to be used in this case. TGS will provide confidential material upon execution of Exhibit A attached to the Protective Agreement.

VIII. CONCLUSION

TGS requests that the proposed new rates and tariff changes it seeks to implement for the incorporated areas of the RGVSA become effective for meters read on and after July 20, 2017 by operation of law or by ordinance granting it the authority to charge such rates and its capital investment be deemed prudent within the RGV Cities for the period January 1, 2016 through December 31, 2016. Further, TGS requests approval of new depreciation rates for distribution and general plant within the RGVSA as well as TGS Division plant assets allocated to the RGVSA, to recover all reasonable rate case expenses incurred by the Company and Cities that are incurred in connection with this Statement of Intent filing, and for such further relief to which it may be entitled.

Respectfully submitted,

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**ATTORNEYS FOR TEXAS GAS
SERVICE COMPANY**

RESOLUTION NO. 2017-50

A RESOLUTION BY THE CITY OF WESLACO, TEXAS SUSPENDING THE JULY 20, 2017 EFFECTIVE DATE OF THE STATEMENT OF INTENT OF TEXAS GAS SERVICE COMPANY TO INCREASE RATES WITHIN INCORPORATED AREAS OF ITS SERVICE TERRITORY TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; AUTHORIZING PARTICIPATION WITH OTHER RIO GRANDE VALLEY TEXAS MUNICIPALITIES; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; 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 June 15, 2017, Texas Gas Service Company, a Division of ONE Gas, Inc. ("TGS" or "Company") filed with the City of Weslaco ("City") and the other affected Rio Grande Valley municipalities a Statement of Intent seeking to increase gas utility rates within the incorporated areas of the Rio Grande Valley Service Area effective July 20, 2017; and

WHEREAS, the City is a gas utility customer of TGS and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

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

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

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

SECTION 1. That the findings and recitations set out in the preamble of this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. That the City is authorized to protect the interests of the City and protect the interests of TGS customers residing and conducting business within municipal limits.

SECTION 3. That the July 20, 2017 effective date of the request to increase rates submitted by TGS on or about June 15, 2017, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 4. That the City joins the City of McAllen and the other Rio Grande Valley municipalities in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Geoffrey Gay of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C., and Karl J. Nalepa of the consulting firm of ReSolved Energy Consulting, L.L.C. 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 5. That the City shall work with the City of McAllen and other affected Rio Grande Valley municipalities in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Railroad Commission of Texas' consideration of the TGS rate filing as it affects the customers in the unincorporated areas of the Rio Grande Valley region.

SECTION 6. That the City's reasonable rate case expenses shall be reimbursed in full by TGS.

SECTION 7. 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 8. That a copy of this Resolution shall be sent to Stacey McTaggart, TGS at 1301 S. MoPac Expwy., Suite 400, Austin, Texas 78746 and to Geoffrey Gay at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

SECTION 9. That this Resolution shall be and become effective from and after its adoption.

PASSED AND APPROVED on this 18th day of July 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

I, Elizabeth Walker, Secretary of the City Commission of the City of Weslaco, Texas, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Commission of the City of Weslaco, Texas, at its regular meeting held of the 18th day of July, 2017, as the same appears in the records of this office.

IN TESTIMONY, WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Weslaco this 18th day of July, 2017.

City Secretary, Elizabeth Walker
of the City of Weslaco, Texas.

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY