



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, DECEMBER 17, 2019**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, December 17, 2019 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

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

II. PUBLIC COMMENTS

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

The Public may comment on anything on the agenda, however if you comment on 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 Divine Custom Homes requesting a Conditional Use Permit to operate an Event Center at 1002 E. Expy 83, also being a 1.15-acre tract, IRR TR W 140.27'-E 290.40'-S387.48' out of Farm Tract 41, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

- B. To solicit input on behalf of SWG Engineering to rezone 1531 N. International Blvd. also being Adams Tract N25AC-S28.84AC FT 1038 EXC S660'-E330 20AC NET, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district.
- C. To solicit input on behalf of Steven Valdez requesting a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit at 418 S. Texas Blvd. Suite A, also being lot 4 and 5, Block 34, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.
Attachment

IV. CONSENT AGENDA

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

- A. Approval of the following:
1) Minutes of the Regular Meeting on November 19, 2019; Staffed by City Secretary Department.) Attachment.
- B. Approval to terminate a Weslaco Mid Valley Airport Ground Lease Agreement with Tenant Chistopher De Leon D/B/A De Leon Aircraft Maintenance Professional and Harold Cain for Hanger W6 and approval of a Weslaco Mid Valley Ground Lease Agreement with Tenant Gary Wise for Hangar W6 and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment
- C. Acceptance of funds in the amount of \$3,750.00 from the U.S. Department of Justice United States Marshals Services for overtime operations by the City of Weslaco Police Department pursuant to the Memorandum of Understanding and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

V. APPOINTMENTS

- A. Discussion and consideration to accept the resignation of Cynthia Cabaza from the Weslaco Economic Development Corporation and approve Resolution 2019-82 appointing one member to an unexpired term and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Weslaco Economic Development Corporation.) Attachment

VI. OLD BUSINESS

- A. Discussion and consideration on Ordinance 2019-50 to convert the twenty- foot alley running between Lots 1-20, Block 4, Gonzalez Addition into a utility easement and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-50. Possible action. (This item was tabled November 19 and remained tabled December 3, 2019; staffed by Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration to approve Ordinance 2019-44 amending Section 12 of Ordinance 397, to fix residential, commercial, and industrial garbage rates; providing an effective date; and ordaining other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-44. Possible action. (This item was tabled October 15, 2019; remained tabled December 3, 2019; staffed by Finance Department.) Attachment
- C. Discussion and consideration and approval of Allowance Expenditure No. 3 regarding the North Side Fire Station Project and authorize the Mayor to execute any related documents. Possible Action. (This item was tabled December 3, 2019; staffed by Airport.)

VII. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Divine Custom Homes to approve a Conditional Use Permit to operate an Event Center at 1002 E. Expy 83, also being a 1.15-acre tract, IRR TR W 140.27'-E 290.40'-S387.48' out of Farm Tract 41, West Tract Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration after public hearing on behalf of Steven Valdez to approve a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit at 418 S. Texas Blvd. Suite A, also being lot 4 and 5, Block 34, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- C. Discussion and consideration after public hearing on behalf of SWG Engineering to approve Ordinance 2019-51 to rezone 1531 N. International Blvd. also being Adams Tract N25AC-S28.84AC FT 1038 EXC S660'-E330 20AC NET, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-51. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment

- D. Discussion and consideration to award the best qualified, most advantageous response to the Request for Qualifications for the City of Weslaco Alton Landfill Post-Closure Care Monitoring (RFQ No. 2019-20-05). Possible action. (Staffed by Public Works Department.) Attachment
- E. Discussion and consideration of date and time for a City Commission Retreat to discuss the following: Land Use Master Plan, Solid Waste, Long Term Financials and Stability and Capital Outlay Projects. Possible action. (Staffed by City Manager.)
- F. Discussion and consideration to approve Resolution 2019-83 expressing support for application to the Texas Department of Housing and Community Affairs for the 2020 competitive nine-percent housing tax credits for Weslaco Village Apartments and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment
- G. Discussion and consideration on Inter-local Agreement between City of Weslaco and Hidalgo and Cameron Counties Irrigation District No. Nine to grant Weslaco a license in, over and across the Weslaco designated ditches to access, maintain, operate, expand, and/or repair and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment
- H. Discussion and consideration on Mutual Aid Agreement between City of Weslaco and Tu VIDA Medical Transport, Inc. for ambulance mutual aid services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment
- I. Discussion and consideration on Mutual Aid Agreement between City of Weslaco and South Point EMS for ambulance mutual aid services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment

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 section §551.074 of the Texas Government Code.
- B. Legal Consultation - Seek City Attorney opinion relating to the lawsuit with CDM as authorized by §551.071 of the Texas Government Code.
- C. Consultation – Seek City Attorney opinion on arbitration proceedings by the Weslaco Firefighters Association (IAFF-WFFA Local 3207) as authorized by §551.071 of the Texas Government Code.
- D. Real Property– Consultation with City Attorney on the acquisition of real property legally described as Lot 16, Block 2, La Paloma De La Sombras Subdivision for the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Local Government Code.
- E. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 29.08 acre of land consisting of 15.24 acres out of Farm Tract 705 and 13.84 acres out of Farm Tract 706, West Tract Subdivision the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Local Government Code.

- F. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 0.87 acre tract of land out of Farm Tract 706, West Tract Subdivision the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Local 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 13th day of December 2019 at 4:00 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Myra Ayala, City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2948	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Father Francisco J. Solis from St. Joan of Arc Catholic Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission 2019 updated			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
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: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2957	
From: Rebekah De La Fuente			
Subject: To solicit input on behalf of Divine Custom Homes requesting a Conditional Use Permit to operate an Event Center at 1002 E. Expy 83, also being a 1.15-acre tract, IRR TR W 140.27'-E 290.40'-S387.48' out of Farm Tract 41, West Tract Subdivision, Weslaco, Hidalgo County, Texas.			
Background: The applicant is requesting to obtain a Conditional Use Permit to operate an Event Center. Twenty-eight (28) property owners within 200 feet of the applicant's property were notified by letter on November 22, 2019.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission. Notice appeared in The Monitor on November 18, 2019.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the conditional use permit request on December 4, 2019.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Solicit public comments.			
Staff Recommendation: Staff recommends approval of the Conditional Use Permit.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise applicant			



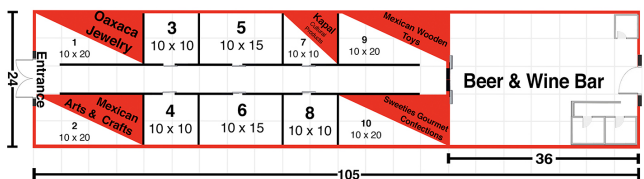
Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2958	
From: Rebekah De La Fuente			
Subject: To solicit input on behalf of SWG Engineering to rezone 1531 N. International Blvd. also being Adams Tract N25AC-S28.84AC FT 1038 EXC S660'-E330 20AC NET, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district.			
Background: The applicant is requesting to rezone 1531 N. International Blvd. Eighty-four (84) property owners within 200 feet of the applicant's property were notified by letter on November 22, 2019.			
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. Notice appeared in The Monitor on November 18, 2019.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the rezone request on December 4, 2019.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Solicit public comments.			
Staff Recommendation: Staff recommends approval based on 2040 land use map.			
Attachments, if any:			
Responsibilities upon Approval: Planning staff will advise applicant.			



Standardized Agenda Request Form

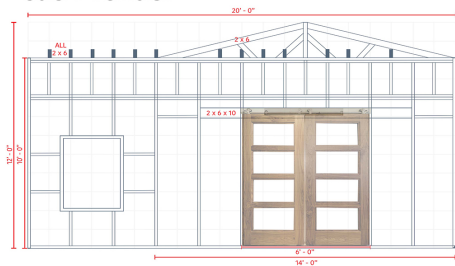
Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2959	
From: Rebekah De La Fuente			
Subject: To solicit input on behalf of Steven Valdez requesting a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit at 418 S. Texas Blvd. Suite A, also being lot 4 and 5, Block 34, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit. Twenty-eight (28) property owners within 200 feet of the applicant's property were notified by letter on November 22, 2019.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission. Notice appeared in The Monitor on November 18, 2019.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the Conditional Use Permit request on December 4, 2019 with the condition that one (1) security guard is on duty during peak hours (10:00 pm to closing) and the hours of operation are as outlined on their flyer.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Solicit public comments.			
Staff Recommendation: Staff recommends approval of the conditional use permit.			
Attachments, if any: Store Hours Flyer			
Responsibilities upon Approval: Staff will advise applicant.			



Few spaces left. To reserve your space to start your business, call 956-279-9368.
Merchandise and/or services from Mexico preferred.

Security provided by **Allegiance Security**

Interior pergola style "Casitas" for each vendor



Store Hours:

Mon. - Thur. 10:00 am - 6:00 pm
Fri. - Sat. 10:00 am - 7:00 pm
Sun. 10:00 am - 2:00 pm

Bar Hours:

Closed Monday
Tues. - Thur. 11:00 am - 12:00 pm
Friday 11:00 am - 12:00 pm
Saturday 11:00 am - 1:00 am
Sunday 12:00 am - 5:00 pm

Menu:

Chips & Salsa	Guacamole
Avocado Toast	Pretzels
Mexican Peanuts	Popcorn
Taco Tuesday	
Weenie Wednesday	
BBQ Thursday	
Frito Pie Friday	
Sub Saturday	

NOTE: Food Trucks usually park in alleyway several nights a week.





Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2953	
From:			
Subject: Approval of the following: 1) Minutes of the Regular Meeting on November 19, 2019; Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action on November 19, 2019 and December 3, 2019 regular meetings.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: 191119 minutes			
Responsibilities upon Approval: Execute and retain.			



**MINUTES
REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, NOVEMBER 19, 2019**

On Tuesday, November 19 2019, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	Greg Kerr
	Commissioner	Letty Lopez
	Commissioner	J.P. Rodriguez
	Commissioner	Leo Muñoz
	Commissioner	Josh Pedraza
	Commissioner	Adrian Farias
STAFF:	City Manager	Mike Perez
	City Secretary	Myra L. Ayala Garza
	City Attorney	Juan E. Gonzalez

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Aida Vega, Deputy City Secretary; Vidal Roman, Finance Director, Omar Rodriguez, Parks and Recreation Director, Eduardo Gill, Interim Information Technology Director; Joel Rivera, Police Chief, Jaime Hernandez, Asst. Fire Chief, Veronica Ramirez, HR Director; Pete Garcia, Public Works Director; Arnold Becho. Library Director; Rebekah de la Fuente, Interim Planning and Code Enforcement Director and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, November 15, 2019.

B. Invocation.

Father Ernest Ukwueze, San Martin de Porres Church, led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None.

E. Roll Call.

Myra Ayala Garza, City Secretary, called the roll noting a quorum present.

II. PUBLIC COMMENTS

Gail Weigel Ortiz voiced her objection to the rezone of 710 N. Missouri asking the commission to preserve the neighborhood as residential; the 2040 Land Use Map adopted the use as residential; alley is narrow and impassible to cars; has signed opposition from the majority of property owners requiring a supermajority vote for approval. Pastor Tom Murry voiced objection to rezone of 710 N. Missouri citing concerns with traffic and parking.

Gilbert Vasquez, Attorney for Elva Alaniz, stated Ms. Alaniz and other business owners objected to the abandonment of the alley up for consideration New Business item D citing concerns with ingress and aggress; requested consideration to deny or table until discussions over their concerns were addressed with the City Manager.

III. OTHER BUSINESS

A. Appointment of a Mayor Pro Tem in accordance with Resolution 2017-85 and authorizing the Mayor to execute any related documents. Possible action. (Staffed by the City Secretary Department.)

Mayor Pro Tem Kerr, seconded by Commissioner Muñoz, moved to appoint Commissioner Lopez as Mayor Pro Tempore in accordance with Resolution 2017-85. The motion carried unanimously; Mayor Suarez was present and voting.

IV. PUBLIC HEARING

Mayor Pro Tem Lopez, seconded by Commissioner Rodriguez moved to open the public hearing. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Yanai Renteria requesting a Conditional Use Permit to operate an event center at 1320 Dolores Huerta, also being Lot 1, Saltillo Plaza Subdivision, Weslaco, Hidalgo County, Texas.

None received.

Commissioner Kerr, seconded by Commissioner Muñoz moved to close the public hearing. The motion carried unanimously; Mayor Suarez was present and voting.

V. 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 October 15, 2019. (Staffed by City Secretary Department.)

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

1) Approval on Ordinance 2019-46 amending Ordinance 1989-06, The City of Weslaco Off-Street Parking and Loading Spaces Ordinance- Dance Halls/Event Centers; and authorize the Mayor to execute any related documents. (First reading held November 5, 2019; staffed by Planning & Code Enforcement Department.)

2) Approval on Ordinance 2019-47 establishing a Series 2019 Drainage Capital Project fund for drainage improvements in the amount of \$10,107,256 and authorize the Mayor to execute any related documents. (First reading held November 5, 2019; staffed by Finance Department.)

3) Approval on Ordinance 2019-48 approving a budget amendment for the Series 2019 Drainage Capital Project fund for drainage improvements in the amount of \$10,107,256.30 and authorize the Mayor to execute any related documents. (First reading held on November 5, 2019; staffed by Finance Department.)

4) Approval on Ordinance 2019-49 establishing an Interest & Sinking Debt Fund on the Series 2019 Bond issue related to drainage improvements and authorize the Mayor to execute any related documents. (First reading held November 5, 2019; staffed by Finance Department.)

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

For the record, following are the ordinances:

ORDINANCE 2019-46

AN ORDINANCE AMENDING ORDINANCE NUMBER 1989-06, THE CITY OF WESLACO OFF-STREET PARKING AND LOADING SPACES ORDINANCE; CODIFIED AS CHAPTER 134, ARTICLE VI, OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance Number 1989-06 passed and approved on February 7, 1989 as “Off-Street Parking Ordinance” and Codified as Chapter 134 Article VI, of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the amended Off-Street Parking ordinance will be adopted and codified as Chapter 134 Article VI of the Weslaco Code of Ordinances and said Chapter shall read as follows:

CHAPTER 134 ARTICLE VI - OFF-STREET PARKING ORDINANCE

Section. 134-286- Parking Requirements Based on Use.

(7) Dance hall, assembly, community center or exhibition hall without fixed seats: One parking space for each 100 square feet of floor area or one for each two seats provided, whichever is greater.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of November 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 19th day of November 2019.

O R D I N A N C E N O. 2019-47

AN ORDINANCE ESTABLISHING A SERIES 2019 DRAINAGE CAPITAL PROJECT FUND IN THE AMOUNT OF \$10,000,000.00; PROMULGATING RULES AND REGULATIONS CONCERNING THE BUILDING AND MAINTAINING OF SUCH FUND, AND THE PERMITTED WITHDRAWALS AND PROHIBITIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weslaco provides services to the citizens of Weslaco to meet today's needs, as well as those of the future, and in turn the citizens pay taxes and fees for such services; and

WHEREAS, the City Commission has requested proposals to secure the services of a professional consultant to perform all aspects of application, management, preparation, project implementation, planning services and submission requirements associated with the approval of a Hazardous Mitigation planning grant and plan development to the Federal Emergency Management Agency (FEMA) through the Texas Division of Emergency Management, and

WHEREAS, a Hazard Mitigation Plan is required for eligibility for grant funds through FEMA's pre-disaster grant programs such as: Pre-Disaster Mitigation (PDM) and Flood Mitigation Assistance (FMA); and post disaster grant programs such as: Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP); and

WHEREAS, the City Commission also solicited Statements of Qualifications for Civil Engineering Services for Storm Water Improvements Master Plan to provide grant writing, engineering, and management services for the City for implementation of local, state and federal funding opportunities for water management, drainage improvements and/or flood protection planning, and

WHEREAS, based on the recommendations of these professional consultants, the City Manager shall submit a proposed Drainage Improvement Plan for 2019-2020 which contains anticipated receipts and proposed projects and planned expenditures for each of the various capital drainage improvements of the City;

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

SECTION ONE. A Drainage Capital Project Fund is to be added to the Code of Ordinances Chapter 54 Section 23 of the City of Weslaco, to read in its entirety as follows:

§XXX ESTABLISHMENT AND FUNDING OF SERIES 2019 DRAINAGE CAPITAL PROJECTS FUND.

(A) A fund is hereby established, to be maintained by the Finance Department and separately maintained from the other funds of the City, to be designated the Series 2019 Drainage Capital Projects Fund (the S2019 DCP).

(B) The S2019 DCP shall be accounted for as a separate Capital Project Fund of the City.

(C) Contributions may vary from year to year when the General Fund has produced a surplus after payment of all operation and maintenance expenses, debt service, and required contributions to reserves, if any. Contributions shall be added to such Fund per the above criteria.

(D) At the option of the City Commission, other sources of surplus finds, including bond proceeds or grant revenue, if available, may be used to contribute to the Fund.

(E) Nothing in this section shall be construed to mean that any contribution to the Fund is mandatory, but such will be solely at the discretion of the City Commission.

SECTION TWO. A new section, Chapter 54 Article 24, is to be added to the Code of Ordinances of the City of Weslaco, to read in its entirety as follows:

§XXX EXPENDITURES FROM THE SERIES 2019 DRAINAGE CAPITAL PROJECTS FUND; PROHIBITED EXPENDITURES.

(A) Withdrawals from the Fund require the authorization of the City Commission. At the time of withdrawal, a plan to replenish the Fund over a reasonable time frame shall be adopted by the City Commission. The plan may or may not include a tax or rate increase, depending on the circumstances.

(B) Withdrawals from the Fund should be restricted to:

(1) pay for capital improvement projects as presented and approved within the Series 2019 Drainage Capital Project (S2019 DCP) budget approved by the City Commission for each fiscal year,

(2) make up for a severe shortfall in funds where projected revenues are not met, typically because of unexpected negative influence on revenue stream,

(3) pay for catastrophic repair events of such magnitude that the cost of such would initiate an unplanned tax or rate increase or a greater than planned tax or rate increase (i.e. increases that would not have been needed if such event had not occurred). At the time of any such withdrawal for (2) or (3), a plan to raise taxes and/or rates over a reasonable time period to a level sufficient to cover the ongoing cost of maintenance and operations should be presented to the Commission and adopted.

(C) Withdrawal from the Fund should not be allowed for the following reasons:

(1) to make any expenditure not clearly and directly for an approved Drainage Improvement Project.

(2) to pay for expense made necessary as a result of growth, expansion, or enhancement of existing services or inflation.

(3) for the addition of permanent personnel or equipment.

SECTION THREE. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Weslaco, Texas, and this Ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION FIVE. This Ordinance shall become effective from and after its passage as provided by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of November 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 19th day of November 2019.

ORDINANCE 2019-48

AN ORDINANCE AMENDING ORDINANCE NUMBER 2019-39, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, FINDING NEED TO AMEND THE 2019-2020 MUNICIPAL BUDGET TO WIT IN THE AMOUNT OF \$10,107,256.30 FOR DRAINAGE IMPROVEMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2019-2020 budget; and

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

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

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

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

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

SECTION 2. BUDGET LINE ITEMS. The City Commission approves the budget amendments in the attached Exhibit A 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 identified in such Exhibit A will not cause the total expenditures in the budget to exceed the total amount of estimated revenue.

SECTION 4. APPROVAL. The 2019-2020 Official Budget, adopted by Ordinance 2019-39, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit A.

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 its final reading unless otherwise noted it would become effective on its first reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of November 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 19th day of November 2019.

ORDINANCE NO. 2019-49

AN ORDINANCE ESTABLISHING A INTEREST & SINKING FUND FOR THE SERIES 2019 GENERAL OBLIGATION BOND ISSUE; PROMULGATING RULES AND REGULATIONS CONCERNING THE BUILDING AND MAINTAINING OF SUCH FUND, AND THE PERMITTED WITHDRAWALS AND PROHIBITIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weslaco provides services to the citizens of Weslaco to meet today's needs, as well as those of the future, and in turn the citizens pay taxes and fees for such services; and

WHEREAS, the City Commission determined the necessity to construct various drainage capital improvements throughout the city and held an election to issue bonds; and

WHEREAS, an election was held in May 2019 and the citizens approved the bond issuance to construct various drainage projects; and

WHEREAS, the city received the proceeds and as per bond requirements a Interest and Sinking fund needs to be set up to achieve a proper matching of revenues and debt service within each bond year;

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

(A) A fund is hereby established, to be maintained by the Finance Department and separately maintained from the other funds of the City, to be designated the Series 2019 Debt Service Fund.

(B) Contributions may vary from year to year when the Fund has produced a surplus after payment of all debt service, the fund shall be depleted at least once each year except for an amount not in excess of (a) one-twelfth of the debt service on the Bonds for the previous year or (b) the previous year's earnings on the Interest and Sinking Fund.

(C) At the option of the City Commission, the surplus finds will be available for other uses in the General Fund account,

§XXX EXPENDITURES FROM THE SERIES 2019 DEBT SERVICE FUND; PROHIBITED EXPENDITURES.

(A) Withdrawals from the Fund require the authorization of the City Commission. At the time of withdrawal, a plan to replenish the Fund over a reasonable time frame shall be adopted by the City Commission. The plan may or may not include a tax or rate increase, depending on the circumstances.

(B) Withdrawals from the Fund should be restricted to:
(1) pay for Principal and Interest payments only as per the schedule.

(C) Withdrawal from the Fund should not be allowed for the following reasons:
(1) to make any expenditure not clearly and directly for an approved Debt,

SECTION ONE. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Weslaco, Texas, and this Ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION TWO. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION THREE. This Ordinance shall become effective from and after its passage as provided by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of November 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 19th day of November 2019.

CITY OF WESLACO
/s/David Suarez, MAYOR

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

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

Mayor Suarez changed the order of the day and introduce New Business VII D. There was no objection.

VII. NEW BUSINESS

D. Discussion and consideration on Ordinance 2019-50 to convert the twenty- foot alley running between Lots 1-20, Block 4, Gonzalez Addition into a utility easement and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-50. Possible action. (Staffed by Planning and Code Enforcement Department.)

Gilbert Vasquez, Attorney for Elva Alaniz, stated Ms. Alaniz and other business owners objected to the abandonment of the alley citing concerns with ingress and aggress; requested consideration to deny or table until discussions over their concerns were addressed.

Commissioner Kerr, seconded by Commissioner Farias moved to table Ordinance 2019-50 to convert the twenty- foot alley running between Lots 1-20, Block 4, Gonzalez Addition into a utility easement as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. OLD BUSINESS

A. Discussion and consideration after public hearing on behalf of Joe Olivarez to approve Ordinance 2019-43 to rezone 710 S. Missouri. Also being Lots 3, 4, 5, 6, and 7, Blk 56, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-43. Possible Action. (This item was tabled October 15, 2019 and November 5, 2019; staffed by Planning and Code Enforcement Department.)

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

Commissioner Muñoz, seconded by Commissioner Kerr, moved to discuss.

Rebekah de la Fuente, Interim Planning and Code Enforcement Director, stated a petition received from the majority of property owners will require a $\frac{3}{4}$ fourths vote; applicant proposing duplexes, twelve apartments with twenty-four parking spaces off Missouri Street and will be privately owned. The Planning and Zoning Commission recommended approval; staff recommended compliance with the 2040 Land Use Map.

In response to the commission; applicant stated each unit will have a backyard with cedar fence; renters will have ample time to relocate as construction is over a year out; lighting of the area is proposed for parking area. Chief Rivera stated he was not aware of criminal activity statistics for the area. Mr. Olivarez stated leases are for thirteen months; application and background checks are done on tenants and stated all parking will be in the front of the apartments (24 parking spaces).

Commissioner Muñoz, seconded by Commissioner Kerr, moved to approve Ordinance 2019-43 to rezone 710 S. Missouri as presented. The motion carried; Commissioner Pedraza against; Mayor Suarez was present voting.

B. Discussion and consideration to approve Ordinance 2019-44 amending Section 12 of Ordinance 397, to fix residential, commercial, and industrial garbage rates; providing an effective date; and ordaining other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-44. Possible action. (This item was tabled October 15, 2019 and no action on November 5, 2019; staffed by Finance Department.)

The City Manager requested the item remain on the table.

No action.

C. Discussion and consideration to approve the following time change to the requests from the Weslaco Centennial Committee on the closure of streets for the Centennial Celebration festivities: Closure of 4th, 5th and 6th streets from S. Kansas Ave to S. Illinois Ave for Fiesta Cien and the closure of South Kansas Avenue from Business 83 to 6th St to be effective from 3:00pm Friday, December 6 to midnight Sunday, December 8th; and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation. Possible action (This item was approved September 3, 2019; staffed by Public Works Department.)

The City Manager stated previous commission approved the closures for the Centennial Celebration to begin at 6:00 p.m. and now requesting closure of streets to begin at 3:00 p.m. Staff recommended approval.

Commissioner Muñoz, seconded by Commissioner Farias moved to approve time change as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez changed the order of the day and introduce New Business VII D. There was no objection.

VII. NEW BUSINESS

D. Discussion and consideration on Ordinance 2019-50 to convert the twenty- foot alley running between Lots 1-20, Block 4, Gonzalez Addition into a utility easement and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-50. Possible action. (Staffed by Planning and Code Enforcement Department.)

The City Manager requested to table and allow time to meet with the requestor, Vantage Bank and affected property owner.

Commissioner Kerr, seconded by Commissioner Farias moved to table Ordinance 2019-50 to convert the twenty- foot alley running between Lots 1-20, Block 4, Gonzalez Addition into a utility easement as presented. The motion carried unanimously; Mayor Suarez was present and voting.

A. Discussion and consideration after public hearing on behalf of Yanai Renteria to approve a Conditional Use Permit to operate an event center at 1320 Dolores Huerta, also being Lot 1, Saltillo Plaza Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente, Interim Planning and Code Enforcement Director, stated four property owners were notified with no objection received. The Planning and Zoning Commission and staff recommended approval.

Mayor Pro Tem Lopez, seconded by Commissioner Muñoz moved to approve a Conditional Use Permit to operate an event center at 1320 Dolores Huerta as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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

Rebekah de la Fuente, stated this is a thirty (30) lot subdivision inside city limits; previous commission action approved in 2018; developer needs more time to finalize for recordation. The Planning and Zoning Commission and staff recommended approval.

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

C. Discussion and reconsideration for the Final Plat for South Point Subdivision – being a 12.34 acres being all of lot 2 VBMH Subdivision, Hidalgo County, Texas. Approximately 2,957 ft. West of the Intersection of F.M. 88 and US Expy 83. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed six (6) lot subdivision; inside city limits; serviced with water and sewer by the City. The Planning & Zoning Commission recommended approval of the Final plat with the stipulation that the plat note for sidewalks also include the interior streets. Staff recommended approval.

Mayor Pro Tem Lopez, seconded by Commissioner Rodriguez moved to approve reconsideration for the Final Plat for South Point Subdivision – being a 12.34 acres being all of lot 2 VBMH Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to award the lowest and most advantageous bid received for the IBWC Levee Improvement Project (RFB No.: 2019-20-03) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated commission action approved staff to solicit bids for improvements to the IBWC levee that sustained damages during the flood events; project engineer SWG evaluated five respondents and recommended RGV Industrial as the most advantageous bid in the amount of \$67,038.00. Staff recommended to award RGV Industrial stating bid was within budget.

Mayor Pro Tem Lopez, seconded by Commissioner Pedraza moved to approve and award RGV Industrial bid amount of \$67,038.00 as the lowest and most advantageous for IBWC Levee Improvement Project as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration on the purchase of 350 Neptune Mach 10 meters and couplings in the amount of \$107,282.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman, Finance Director, stated the manufacturer of the meters was experiencing a high demand of orders; currently the city has fifty-one meters (5/8) and recommends the purchase of one-hundred fifty (150) meters in preparation for future development and avoid a shortfall.

Mayor Pro Tem Lopez, seconded by Commissioner Rodriguez moved to approve the purchase of 350 Neptune Mach 10 meters and couplings in the amount of \$107,282.00 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to award FY 2019/2020 Manhole Rehabilitation-Phase III to Southern Trenchless Solutions, LLC., Buyboard vendor contract #555-18, in the amount not to exceed \$98,400.00, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from vote and discussion.

Pete Garcia, Public Works Director, recommended to award Southern Trenchless Solutions, LLC in the amount of \$98,400.00 stating this was phase III of rehabilitation of manholes.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve and award FY 2019/2020 Manhole Rehabilitation- Phase III to Southern Trenchless Solutions, LLC., Buyboard vendor contract #555-18, in the amount not to exceed \$98,400.00 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

H. Discussion and consideration to accept, open, award or reject the sole bid received for One "New" Similar to Ford E-350 or equivalent Commercial Cutaway Chassis Evidence Collection Vehicle - Year 2019 or Newer (RFB NO.:2019-20-02) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

The City Manager presented the sole bid received to Mayor Suarez to be unsealed as has been the practice with a sole respondent.

Chief Rivera stated the monies through an initial grant amount was \$72,000; delays in distribution of grant award will now require the city to make up any difference in cost and stated current market value is estimated at \$80,000 recommended to award if \$80,000 or less.

Mayor Suarez proceeded to open sole bid from sole respondent, Sirchie Acquisition Company and stated the amount of \$80,000 as bid amount.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to award sole bid received from Sirchie Acquisition Company in the amount of \$80,000. The motion carried; Mayor Suarez was present and voting.

I. Discussion and consideration of a Student Training & Affiliation Agreement between the Rio Grande Valley College, 549 North Cage Blvd Pharr, Texas 78577 and the Weslaco Fire Department to provide students training and clinical experience in terms of patient assessment and related instruction for students of the School and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Jaime Hernandez, Asst. Fire Chief, recommended approval stating the agreement was similar agreements approved with other educational institutions offering clinical training for individuals pursuing EMT certification program.

Commissioner Farias seconded by Mayor Pro Tem Lopez moved to approve Student Training & Affiliation Agreement between the Rio Grande Valley College as presented. The motion carried; Mayor Suarez was present and voting.

VIII. EXECUTIVE SESSION

At 6:27 p.m. Commissioner Muñoz, seconded by Commissioner Rodriguez, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:13 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Consultation – Consultation with City Attorney on negotiated agreement relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by §551.071 of the Texas Government Code.

Mayor Pro Tem Lopez, seconded by Commissioner Rodriguez moved that probationary fire fighters are not members of the bargaining unit as defined by statutory definitions. The motion carried; Mayor Suarez was present and voting.

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

No action.

D. Real Property– Consultation with City Attorney on the sale of real property legally described as Lot 4, Block 143, West Tract Subdivision located in the 2400 Block of N. Texas Boulevard as authorized by §551.072 of the Texas Local Government Code.

No action.

E. Real Property - Consultation with City Attorney on Resolution for the purchase and financing of real property located at the Southeast corner of East Pike Boulevard and Vo-Tech Drive Weslaco, Hidalgo County, Texas as authorized by §551.072 of the Texas Local Government Code.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to authorize the Mayor to execute Resolution and any related documents for the purchase and financing of real property located at the Southeast corner of East Pike Boulevard and Vo-Tech Drive. The motion carried; Mayor Suarez was present and voting.

X. ADJOURNMENT

Commissioner Rodriguez, seconded by Mayor Pro Tem Lopez moved to adjourn the November 19, 2019 meeting at 7:15 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Myra L. Ayala Garza, CITY SECRETARY

COMMISSIONER, Greg Kerr

COMMISSIONER, Leo Muñoz

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Adrian Farias

MAYOR PRO-TEM, Letty Lopez

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2018-1874	
From:			
Subject: Approval to terminate a Weslaco Mid Valley Airport Ground Lease Agreement with Tenant Chistopher De Leon D/B/A De Leon Aircraft Maintenance Professional and Harold Cain for Hanger W6 and approval of a Weslaco Mid Valley Ground Lease Agreement with Tenant Gary Wise for Hangar W6 and authorize the Mayor to execute any related documents. (Staffed by Airport.)			
Background: Tenant Harold Cain has sold his hangar to Mr. Gary N. Wise. It has been custom, as per city commission request, to bring forth agreement terminations. The proposed ground lease agreement is for five (5) years with a one five year (5) option capped three (3%) percent CPI review every three years. The hangar is located on the west side of the airport.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Airport Advisory Board does not approve revenue agreements/contracts. The Board did approve the ground lease agreement template.			
Andrew Muñoz		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: W6_Wise, Gary N			
Responsibilities upon Approval:			

Lease Agreement

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

This lease is entered into this _____ day of _____, 2019, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the “Lessor” and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as “Airport” and Gary N. Wise, hereinafter referred to as “Lessee” who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **3,600 sq. ft.** (W6) of land more particularly described as set forth in Exhibit “A” which is attached and incorporated by reference, hereinafter referred to as the lease premises.
- B) Premises shall be designated as W6, measuring 60 feet x 60 feet as described in Exhibit A.

Section 2. Term

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

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

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of **\$ 900.00**. The first year's payment is to be made on the 1st day of June. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

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

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

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

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

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

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

Section 4. Use of Lease Premises

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

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

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

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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

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

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

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

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

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

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

Section 10. Exclusions

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

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

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Gary N. Wise
Address: 722 S. H. St.
McAllen, TX 78501

Lessee Initials

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

Section 14. Miscellaneous

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

Lessee Initials

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

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

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

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

EXECUTED this _____ day of _____, 2019.

City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

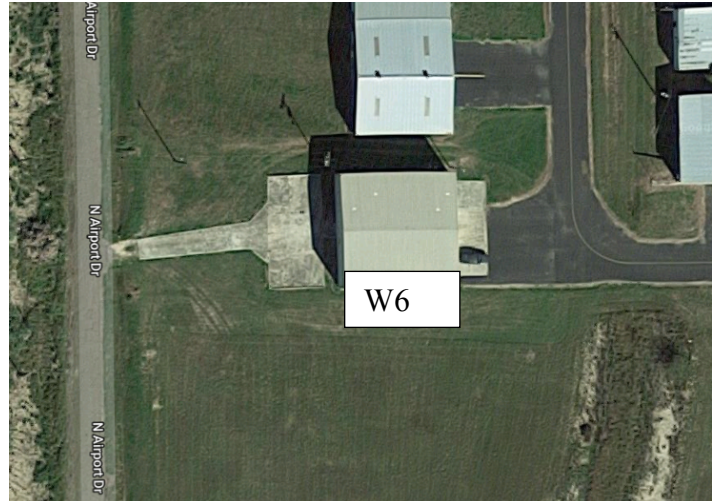
Attest: _____
City Secretary

Lessee

Lessee Initials

“EXHIBIT A”

HANGAR W6
60' x 60'





Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2956
From:		
Subject: Acceptance of funds in the amount of \$3,750.00 from the U.S. Department of Justice United States Marshals Services for overtime operations by the City of Weslaco Police Department pursuant to the Memorandum of Understanding and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: To accept and receive funds from the United States Department of Justice United States Marshals Services for TASK Force operations to be assigned to the US Marshal/Task Force Officer in the quarterly amount of \$3,750.00 of its initial allocation for FY 2020.		
Funding Source (budget code, if applicable): 101-5202-510080		
Amount: \$3,750.00	Term of Impact: Oct. 1, 2019 - Sept. 30, 2020	Identified in Current Budget: Yes
Additional Action Prompted:		
If item previously considered, provide date and action by Commission: Was reviewed and approved by City Commission on January 15, 2019 Item # 2018-2170		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Roxanne Saavedra Robert Lopez Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends acceptance and approval.		
Attachments, if any: Agenda Item 2019-2956 (002)		
Responsibilities upon Approval: Invoice will be submitted in a monthly basis by Weslaco Police Department and Finance Department to agency for reimbursement of overtime wages incurred during Joint Law Enforcement Operations Task Force Obligations. Funds will be requested for reimbursement when overtime is approved for task force related duties.		

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-20-D79-O-000137

SECTION 2: PARTICIPATING AGENCIES

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

Weslaco Police Department

and

Southern District of Texas (79)

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

SECTION 3: PERIOD OF PERFORMANCE

October 1, 2019

to

September 30, 2020

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2020	D79	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	\$3,750.00

Total Obligation Amount: **\$3,750.00**

SECTION 5: DESCRIPTION OF OBLIGATION

TX1081400

TFO overtime for one TFO (\$3,750.00). 25% of its initial allocation for FY 2020.

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: SDUSM Dagoberto Lopez

Phone: 956-683-2410

E-mail: dagoberto.lopez@usdoj.gov

STATE/LOCAL CONTACT:

Name: Chief Joel Rivera

Phone: 956-968-8591

E-mail: joel.rivera@weslacotx.gov

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: ANN HEPHNER

Digitally signed by ANN HEPHNER
Date: 2019.11.12 12:03:16 -06'00'

Date: 11/12/2019

Ann Hephner, Administrative Officer

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: JOHNNY WILLIAMS

Digitally signed by JOHNNY WILLIAMS
Date: 2019.11.12 12:41:33 -06'00'

Date: 11/12/2019

Johnny Ray Williams Jr., Chief Deputy U.S. Marshal

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

Departmental Representative - Acknowledgement:

Signature: _____

Date: _____

Chief Joel Rivera

FORM USM-607 INSTRUCTIONS

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

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

SECTION 1: Obligation Number

- A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

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

SECTION 3: Period of Performance

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

SECTION 4: Appropriation Data

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

SECTION 5: Description of Obligation

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

SECTION 6: Contact Information

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

SECTION 7: Authorization

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



Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2978	
From:			
Subject: Discussion and consideration to accept the resignation of Cynthia Cabaza from the Weslaco Economic Development Corporation and approve Resolution 2019-82 appointing one member to an unexpired term and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Weslaco Economic Development Corporation.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: EDC Board of Directors as of 121019 mv, EDC applicants as of 121219 mv, R2019-82 EDC Board Member - one fill un-expired term			
Responsibilities upon Approval:			

ECONOMIC DEVELOPMENT CORPORATION OF WESLACO BOARD OF DIRECTORS

LAST NAME	FIRST NAME	APPOINTED	EXPIRATION	TERM
De la Fuente	Sonia	12/3/2019	12/2/2022	3 year
Perez	Fred	12/3/2019	12/2/2022	3 year
Valadez	Benita	12/2/2018	12/2/2021	3 year
Serrano	Juan Jose	03/05/2019	12/2/2022	3 year
Charlton	G. Stephen	12/2/2014	12/2/2020	3 year
Fuentes Aguilar	Diana	12/2/2014	12/2/2020	3 year
Cabaza	Cynthia	12/2/2014	12/2/2020	3 year

Updated as of 12/10/19 mv

WESLACO EDC APPLICANTS

FIRST NAME	LAST NAME	APPLICATION DATE
Lillian	Cisneros Ochoa	2/15/2019
Patrick	Gonzalez	10/21/2019
Juan M.	González	10/25/2019
Humberto R.	Cardenas	12/09/2019

Updated as of 12/12/19

RESOLUTION NO. 2019-82

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
THREE MEMBERS TO THE BOARD OF DIRECTORS OF THE
ECONOMIC DEVELOPMENT CORPORATION OF WESLACO**

WHEREAS, the City of Weslaco has established the Economic Development Corporation pursuant to the Development Corporation Act of 1979 as amended; and

WHEREAS, the term for a member on this board of this corporation is for three years; and

WHEREAS, The Economic Development Corporation of Weslaco's board members shall serve staggered terms without compensation and limited to two (2) consecutive three (3) year terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS the following individual is appointed to serve an unexpired term on the Board of Directors of the Economic Development Corporation of Weslaco.

NAME

UN-EXPIRED TERM ENDING

12/2/2020

PASSED AND APPROVED on this 17th day of December 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

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

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2909	
From: Rebekah De La Fuente			
Subject: Discussion and consideration on Ordinance 2019-50 to convert the twenty- foot alley running between Lots 1-20, Block 4, Gonzalez Addition into a utility easement and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-50. Possible action. (This item was tabled November 19 and remained tabled December 3, 2019; staffed by Planning and Code Enforcement Department.)			
Background: The proposed conversion is being requested by Vantage Bank, to allow the bank use of the alley for a proposed expansion to their parking lot to the east.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Still meeting and hope to have a resolution and recommendation by city commission meeting.			
Staff Recommendation: Staff recommends denial based on opposition from surrounding property owners.			
Attachments, if any: Correspondence with Utility Companies, Hold Harmless Statement, Applicant and Consent Forms, Metes and Bounds, Proposed Deed, Site Plan, O2019-50 Alley to Utility Easement Conversion			
Responsibilities upon Approval: Staff will advise applicant.			

Juan Molina

From: Humberto Garza <hgarza@rgec.net>
Sent: Friday, September 20, 2019 9:19 AM
To: 'Irma Rodriguez'; 'Juan Molina'
Subject: FW: [EXTERNAL] RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

From: Javier Gutierrez [mailto:javier@rgec.net]
Sent: Thursday, September 19, 2019 7:42 AM
To: 'Humberto Garza'; rgutierrez@rgec.net
Subject: FW: [EXTERNAL] RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

Response from AEP...

Regards,

Javier Gutiérrez

R. Gutierrez Engineering Corporation
Firm Number: F-486
130 East Park Avenue
Pharr, Texas 78577
(956)782-2557
Email: javier@rgec.net

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From: Mario G Campos Jr. <mgcamosjr@aep.com>
Sent: Wednesday, September 18, 2019 2:47 PM
To: javier@rgec.net
Cc: Francisco R Gonzalez <frgonzalez@aep.com>
Subject: RE: [EXTERNAL] RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

Good afternoon Mr. Gutierrez,
On behalf of AEP Right of Way, I'll be assisting with this abandonment request.
Any questions or comments on this matter, you may direct them to me. Thank you and I'll keep you posted on the status

Respectfully,



MARIO G CAMPOS JR. | RIGHT OF WAY AGENT
MGCAMPOSJR@AEP.COM | D:956.626.2617
1401 EAST BUSINESS HIGHWAY 77, SAN BENITO, TX 78586

From: Francisco R Gonzalez <frgonzalez@aepcom>
Sent: Tuesday, September 17, 2019 4:45 PM

To: Mario G Campos Jr. <mgcamposjr@aep.com>

Subject: FW: [EXTERNAL] RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

Mario,

This is in your area.

Thanks,



FRANCISCO R GONZALEZ | RIGHT OF WAY AGENT

FRGONZALEZ@AEP.COM | D:956.283.2351 | C:956.223.9748

5700 NORTH CAGE BLVD., PHARR, TX 78577-7921

From: Javier Gutierrez <javier@rgec.net>

Sent: Tuesday, September 17, 2019 4:05 PM

To: everardo.balboa@onegas.com; 'Martinez, Miguel A.' <Miguel.Martinez@onegas.com>; Lucy Salinas <LS7555@ATT.COM>; Rolando Rodriguez <rolando.rodriguez@charter.com>; Francisco R Gonzalez <frgonzalez@aep.com>; pgarcia@weslacotx.gov

Cc: rgutierrez@rgec.net; 'Humberto Garza' <hgarza@rgec.net>

Subject: [EXTERNAL] RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

This is an **EXTERNAL** email. **STOP. THINK** before you **CLICK** links or **OPEN** attachments. If suspicious please click the '**Report to Incidents**' button in Outlook or forward to incidents@aep.com from a mobile device.

To all,

Please acknowledge receipt of email sent on 9/10/2019, which was sent as notification / advisement that the City of Weslaco is considering a request by Vantage Bank to convert an existing 20' alley to a "utility easement".

Regards,

Javier Gutiérrez

R. Gutierrez Engineering Corporation

Firm Number: F-486

130 East Park Avenue

Pharr, Texas 78577

(956)782-2557

Email: javier@rgec.net

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From: Javier Gutierrez <javier@rgec.net>

Sent: Tuesday, September 10, 2019 4:46 PM

To: 'everardo.balboa@onegas.com' <everardo.balboa@onegas.com>; 'Martinez, Miguel A.'

<Miguel.Martinez@onegas.com>; Lucy Salinas (LS7555@ATT.COM) <LS7555@ATT.COM>; Rolando Rodriguez

(<rolando.rodriguez@charter.com>) <rolando.rodriguez@charter.com>; 'frgonzalez@aep.com' <frgonzalez@aep.com>;

'pgarcia@weslacotx.gov' <pgarcia@weslacotx.gov>

Cc: 'rgutierrez@rgec.net' <rgutierrez@rgec.net>; 'Humberto Garza' <hgarza@rgec.net>

Subject: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

To All,

This is to notify you that the City of Weslaco is considering a request by Vantage Bank to convert a 20' alley, shown in the attached 'site plan sheet', to a utility easement.

Utilities owned by your respective companies have been identified as existing in this alley.

Lucy / Rolando, please forward to the appropriate personnel within your company.

Regards,

Javier Gutiérrez

R. Gutierrez Engineering Corporation

Firm Number: F-486

130 East Park Avenue

Pharr, Texas 78577

(956)782-2557

Email: javier@rgec.net

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Juan Molina

From: Humberto Garza <hgarza@rgec.net>
Sent: Wednesday, September 18, 2019 9:29 AM
To: 'Irma Rodriguez'; 'Juan Molina'
Subject: FW: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

SEE BELOW for all intended purposes

From: Javier Gutierrez [mailto:javier@rgec.net]
Sent: Tuesday, September 17, 2019 4:05 PM
To: everardo.balboa@onegas.com; 'Martinez, Miguel A.'; Lucy Salinas; Rolando Rodriguez; frgonzalez@aep.com; pgarcia@weslacotx.gov
Cc: rgutierrez@rgec.net; 'Humberto Garza'
Subject: RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

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Javier Gutiérrez

R. Gutierrez Engineering Corporation
Firm Number: F-486
130 East Park Avenue
Pharr, Texas 78577
(956)782-2557
Email: javier@rgec.net

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Cc: 'rgutierrez@rgec.net' <rgutierrez@rgec.net>; 'Humberto Garza' <hgarza@rgec.net>
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HOLD HARMLESS AND INDEMNITY

VANTAGE BANK agrees to hold the CITY OF WESLACO, its officers, agents, officials, employees, and volunteers ("City") harmless against any and all loss, liability, damage, costs, and expenses which Vantage Bank or any person participating in activities on City property under this agreement may suffer, incur, be put to, pay or expend by reason of, or arising out of or as a result of the conversion of the alley into an utility easement described as Gonzales Addition- Part 4, Survey Plat and Metes and Bounds attached hereto as Exhibit "A" and "B" made a part hereof.

VANTAGE BANK shall indemnify, and hold harmless the CITY OF WESLACO and its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury to persons (s) or damages to property (including property owners by the CITY OF WESLACO, and for errors and omissions committed by VANTAGE BANK, its officers, employees, and agents, arising out of or relating to VANTAGE BANK's performance with the Application for Conversion of an Alley into a Utility Easement.

VANTAGE BANK hereby further grant CITY OF WESLACO, a reserved Utility Easement for the right to use the alleyway for any purpose that does not interfere with the City's Reserved Easement for ingress and egress its rights in the alleyway for facilities to go through, over and across, to and from the property attached hereto. VANTAGE BANK will further grant access its parking lot while utility companies service the utilities.

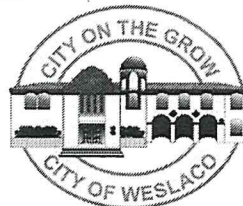
By signing below we acknowledge and agree to indemnify and hold harmless CITY OF WESLACO, and its employees, from and any loss that may be incurred relating to the abandonment of Alley restrictions and encroachments on the property.

Dated: October 8, 2019

VANTAGE BANK

By 
Authorized Representative

"The City on the Grow"



Location of Proposed Abandonment: Kansas Ave.
 Lot: 11-20 Block: 4 Addition: Gonzalez
 Type of Easement to be Abandoned: Alley
 Reason property should be vacated/abandoned: _____

APPLICANT: R. Gutierrez Engineering Corp.
ADDRESS: 130 E. Park Avenue, Pharr, Tx 77577
PHONE NO.: (956) 782-2557 FAX NO. (956) 782-2558
E-MAIL ADDRESS: hgarza@rgec.net

1. Three Hundred Dollars (\$300.00) Non-refundable Application Fee per Submittal.
2. A metes and bounds legal land description of the proposed abandonment labeled Exhibit "A". (See attached instructions for preparation)
3. A plat or drawing depicting the area to be abandoned labeled Exhibit "B". (See attached instructions for preparation)
4. Completed consent form for all adjacent property owners. (Use form provided)

Rain
Applicant

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Kamiro Gutierrez, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to the that (s)he executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of

August A.D. 20 19

JAVIER GUTIERREZ
Notary Public, State of Texas
Comm. Expires 04-20-2020
Notary ID 130627525


Notary Public In and For Hidalgo County, Texas

(Make copies as needed)

Please do not alter this application.

Hidalgo CAD**Property Search Results > 180551 VANTAGE BANK
TEXAS for Year 2019**

Tax Year: 2019

Property**Account**

Property ID:	180551	Legal Description:	GONZALEZ LTS 14-15 BLK 4
Geographic ID:	G5600-00-004-0014-00	Zoning:	RS
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	413 N KANSAS AVE WESLACO, TX 78596	Mapsco:	
Neighborhood:	GONZALEZ	Map ID:	CWL VOL 7 PG 10-A
Neighborhood CD:	G560000		

Owner

Name:	VANTAGE BANK TEXAS	Owner ID:	1140692
Mailing Address:	1801 S 2ND STREET MCALLEN, TX 78503-1353	% Ownership:	100.000000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$7,089	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$20,100	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$27,189	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$27,189	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$27,189	

Taxing Jurisdiction

Owner: VANTAGE BANK TEXAS

% Ownership: 100.0000000000%

Total Value: \$27,189

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	
CAD	APPRAISAL DISTRICT	0.000000	\$27,189	\$27,189	\$0.00	
CWL	CITY OF WESLACO	0.666700	\$27,189	\$27,189	\$181.27	
DR1	DRAINAGE DISTRICT #1	0.095100	\$27,189	\$27,189	\$25.86	
GHD	HIDALGO COUNTY	0.580000	\$27,189	\$27,189	\$157.70	
JCC	SOUTH TEXAS COLLEGE	0.178000	\$27,189	\$27,189	\$48.40	
R02	ROAD DIST 02	0.000000	\$27,189	\$27,189	\$0.00	
SST	SOUTH TEXAS SCHOOL	0.049200	\$27,189	\$27,189	\$13.38	
SWL	WESLACO ISD	1.159700	\$27,189	\$27,189	\$315.31	
Total Tax Rate:		2.728700				
Taxes w/Current Exemptions:					\$741.92	
Taxes w/o Exemptions:					\$741.91	

Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 816.0 sqft Value: \$7,089

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	WDLW - 3	DWD	1981	816.0
POR	PORCH (COVERED)	*		1981	56.0
STG	STORAGE	*		2013	128.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.1377	6000.00	50.00	120.00	\$20,100	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	\$7,089	\$20,100	0	27,189	\$0	\$27,189
2018	\$10,944	\$20,100	0	31,044	\$0	\$31,044
2017	\$10,944	\$20,100	0	31,044	\$0	\$31,044
2016	\$10,421	\$20,100	0	30,521	\$0	\$30,521
2015	\$10,421	\$20,100	0	30,521	\$0	\$30,521
2014	\$13,542	\$20,100	0	33,642	\$0	\$33,642
2013	\$13,490	\$15,000	0	28,490	\$0	\$28,490
2012	\$13,771	\$15,000	0	28,771	\$0	\$28,771
2011	\$14,052	\$15,000	0	29,052	\$0	\$29,052
2010	\$15,138	\$15,000	0	30,138	\$0	\$30,138
2009	\$15,434	\$15,000	0	30,434	\$0	\$30,434
2008	\$16,621	\$15,000	0	31,621	\$0	\$31,621
2007	\$17,287	\$11,100	0	28,387	\$0	\$28,387
2006	\$20,392	\$11,100	0	31,492	\$0	\$31,492

2005	\$20,594	\$11,100	0	31,694	\$0	\$31,694
------	----------	----------	---	--------	-----	----------

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/1/2019	WD	WARRANTY DEED	SANCHEZ ANA T & NOE	VANTAGE BANK TEXAS			2984126
2	11/30/2004	WDV	WARRANTY DEED/VENDORS LIEN	MERCEDES NATIONAL BANK	SANCHEZ ANA T & NOE			1408622
3	4/6/2004	FCL	FORECLOSURE	SANCHEZ RENE	MERCEDES NATIONAL BANK			1319431

Tax Due

Property Tax Information as of 04/23/2019

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

**ADJACENT PROPERTY OWNERS
CONSENT FOR CONVERSION OF AN ALLEY
INTO A UTILITY EASEMENT**

(Make copies as needed)

OWNER: Maria Elva Alaniz
Address: 110 E Agostadero St. Lot: _____
Phone No. 956 977 8422 Block: _____
Addition: _____

The undersigned, owner(s) of property abutting upon that portion of the alley named and described in Exhibits "A", **do hereby consent** to such conversion of an alley into a utility easement, and do hereby release the City of Weslaco from all claims for damages arising or growing out of such conversion. (Include the printed names and signatures of the owners of the property). The signatures must be notarized.

OWNER _____

OR

☒ I am the owner of the adjacent/underlying property and **DO NOT** consent to the conversion of the alley into a utility easement.

Reason I do not consent: No doy mi consentimiento porque
afectaria a mis clientes - consent not given because
it affects my clients.

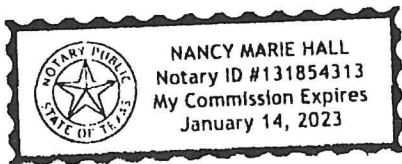
OWNER _____

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Maria Elva Alaniz, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of September, A.D. 2019.

[Signature]
Notary Public In and For Hidalgo County, Texas





LAW OFFICE OF JUAN R. MOLINA

JUSTICE STARTS HERE

jmolina@rgv.rr.com

710 S. Texas Blvd.
P.O. Box 190
Weslaco, TX 78596

Ofc: (956) 968-7971
Fax: (956) 968-8045

September 5, 2019

CERTIFIED 7018 1830 0001 2265 41
RETURN RECEIPT REQUESTED

Mr. Ruben Moreno
P.O. Box 512
Weslaco, TX 78599

**RE: VANTAGE BANK PARKING RECONFIGURATION PROJECT
NOTICE OF APPLICATION FOR CONVERSION OF AN
ALLEY INTO A UTILITY EASEMENT**

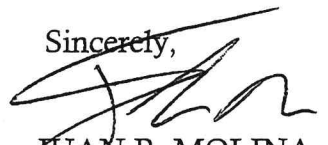
Dear Mr. Moreno:

Please be advised that we are writing this letter on behalf of R. Gutierrez Engineering Corporation. The Corporation is part of the design team tasked with the parking lot reconfiguration for Vantage Bank. Be further notified that a petition has been filed with the City of Weslaco Planning Department for the conversion of the adjacent alley into a utility easement.

The utility easement includes a requirement provision titled "Adjacent Property Owners Consent for Conversion of an Alley into a Utility Easement". Therefore, by signing and returning the document in accordance with the instruction set forth with the City of Weslaco, you may either "Consent" or "Do Not Consent" to the conversion request. Each property owner needs to sign the enclosed whether they want to accept the conversion or not.

Your prompt response to this letter is greatly appreciated. If you have any questions or need any information, please do not hesitate to contact us 956 968 7971.

Sincerely,



JUAN R. MOLINA

JRM:ir

7018 1830 0001 2265 6541
1459 5922 1000 0681 7010

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☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To <u>RUBEN MIRANO</u>	
Street and Apt. No., or PO Box No. <u>PO BOX 512</u>	
City, State, ZIP+4 [®] <u>WESLACO, TX 78596</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



UNIT CANNOT BE USED AT ANY OTHER POST OFFICE
OF THE RETURN ADDRESS OF THE MAILMAN OF THE MAILMAN

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
- ☐ Print your name and address on the reverse so that we can return the card to you.
- ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Robert Morrow
P.O. Box 512
Weslaco, TX 76594



9590 9402 4380 8190 9440 35

2. Article Number (Transfer from service label)

701A 1A3D 0001 2265 6565

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

☐ Agent

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
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| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery over \$500 | |

Domestic Return Receipt

JUAN R. MOLINA
Law Office of Juan R. Molina
710 S TEXAS BLVD
WESLACO TX 78596

CERTIFIED MAIL®



7018 1830 0001 2265 6565



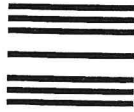
Mr. Ruben Moreno
PO Box 512
Weslaco TX 78599-0512

9/6

062S0006670252



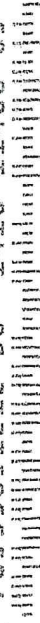
\$6.80
US POSTAGE
FIRST-CLASS
FROM 78596
SEP 05 2019
stamps
endicia



UNABLE TO FORWARD/FOR
782 AE 1840N C0009/19/19
REVIEW **B006**

#WD
78599-0512

BC: 78599051212 DU *1410-11466-05-43



Juan Molina

From: Juan Molina <jmolina@rgv.rr.com>
Sent: Monday, October 14, 2019 3:20 PM
To: 'rmoreno.associates@gmail.com'
Cc: 'hgarza@rgec.net'
Subject: VANTAGE BANK ALLEY WAY ABANDONMENT
Attachments: RUBEN MORENO CONSENT.pdf

Mr. Ruben Moreno

**RE: VANTAGE BANK PARKING RECONFIGURATION PROJECT
NOTICE OF APPLICATION FOR CONVERSION OF AN ALLEY INTO A UTILITY
EASEMENT**

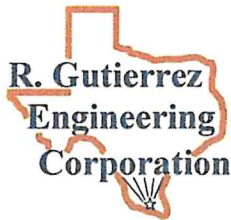
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Juan R. Molina
LAW OFFICE OF JUAN R MOLINA
P.O. Box 190
Weslaco, TX 78599-0190
Ofc (956) 968-7971
Fax (956) 968-8045
Email: jmolina@rgv.rr.com
Cell: (956) 532-8881

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Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956-782-2557 • (FAX) 956-782-2558

Engineering Firm F - 486 • Surveying Firm #101650-00

ENG19.006
September 09, 2019

(EXHIBIT A)
METES AND BOUNDS DESCRIPTION
(20 FOOT ALLEY)

Being 0.126 of an acre of land comprising of 0.115 of an acre out of Block 4, Gonzales Addition to Weslaco, as per map recorded in Volume 6, Page 10A, Map Records of Hidalgo County, Texas and 0.011 of an acre out of Gonzales Addition-Part 4, Hidalgo County, Texas, as per map Recorded in Volume 12, Page 8, Map Records of Hidalgo County, Texas. Said 0.126 of an acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar found at the Northwest corner of Lot 10-A Gonzales Addition-Part 4, also being the existing East line of a 20 foot Alley for the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, South, with the existing East line of said 20 foot Alley and the West line of said Lot 10-B, a distance of 25.00 feet pass a No. 4 rebar set (with a plastic cap stamped RGEC) at the common corner of said Lot 10-B and Lot 11, Gonzales Addition to Weslaco, continuing South with the East line of said 20 foot Alley and the West Line of Lot 11 thru Lot 2, Gonzales Addition to Weslaco, a total distance of 275.00 feet to an "X" cut on concrete set at the Southwest corner of Lot 20, Gonzales Addition to Weslaco for the Southeast corner of this tract of land;

THENCE, West, a distance of 20.00 feet to an "X" cut on concrete found at the existing West line of said 20 foot Alley, also being the Southeast corner of Lot 1, Gonzales Addition to Weslaco for the Southwest corner of this tract of land;

THENCE, North, with the existing West line of said 20 foot Alley, also being the East line of Lot 1 thru Lot 10, Gonzales Addition to Weslaco, a distance of 250.00 feet pass a No. 4 rebar set (with a plastic cap stamped RGEC) at the common corner of said Lot 10 and Lot 10-A, Gonzales Addition-Part 4, continuing with the existing East line of said 20 foot alley and the East line of Lot 10-A, Gonzales Addition-Part 4 for a total distance of 275.00 feet to a No. 4 rebar found at the Northeast corner of Lot 10-A, Gonzales Addition-Part 4 for the Northwest corner of this tract of land;

THENCE, East, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 0.126 of an acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.

PRELIMINARY-SUBJECT TO REVISION

Pablo Soto, Jr. – R.P.L.S. No. 4541

Date: _____



SCALE: 1"=40'

Basis of Bearing

EAST 20.00'

P.O.B. N.E. CORNER OF LOT 10-B GONZALES ADD.-PART 4 W. LOS TORRITOS

GONZALES ADDITION-PART 4
VOL. 12, PG. 8, M.R.H.C., TX.
10-A

GONZALES ADDITION-PART 4
VOL. 12, PG. 8, M.R.H.C., TX.
10-B

N. TEXAS BLVD. (FM 88) (55' R.O.W.)

GONZALES ADDITION
TO WESLACO
VOL. 6, PAGE 10-A, M.R.H.C., TX.

GONZALES ADDITION
TO WESLACO
VOL. 6, PAGE 10-A, M.R.H.C., TX.

KANSAS AVENUE (60' R.O.W.)

SX- SET "X" ON CONCRETE
S4- SET No. 4 REBAR WITH
PLASTIC CAP STAMPED RGCE
FX- FOUND "X" ON CONCRETE
F4- FOUND No. 4 REBAR

(EXHIBIT B)
SURVEY PLAT
OF

(20 FOOT ALLEY)

0.126 OF AN ACRE OF LAND COMPRISING OF
0.115 OF AN ACRE OUT OF BLOCK 4,
GONZALES ADDITION TO WESLACO,
AS PER MAP RECORDED IN
VOLUME 6, PAGE 10A, M.R.H.C., TEXAS,
AND 0.011 OF AN ACRE OUT OF
GONZALES ADDITION-PART 4,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 12, PAGE 8, M.R.H.C., TEXAS.

SURVEY SHOWS ALL IMPROVEMENTS LOCATED ON THE LAND AND THAT THERE
ARE NO ENCROACHMENTS, BOUNDARY CONFLICTS, PROTRUSIONS OR VISIBLE OR
APPARENT EASEMENTS, EXCEPT AS SHOWN ON THE SURVEY PLAT.

WEST 20.00'

W. AGOSTADERS ST. (40' R.O.W.)

THIS SURVEY WAS PREPARED WITHOUT
THE BENEFIT OF A TITLE RESEARCH

G.F. No. N/A		Com.-Panel No.: 480349 0005 B	
FLOOD ZONE ☐ A ☐ AO ☐ C ☐ X ☒ AH ☐ B ☐ D ☐ OTHER		EFFECTIVE DATE: MARCH 4, 1990	
Description: Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no hazard factors are determined. BFE: 74.0			
Client: VANTAGE BANK	Mailing Address:	City:	State: TX Zip Code:

PRELIMINARY SUBJECT TO REVISION

PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: _____

I, Pablo Soto, Jr., hereby certify that this Survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition II Survey. Any certification expressed or implied herein is invalid without the original signature and seal of Pablo Soto, Jr. alteration of this document, except by a Licensed Land Surveyor, is illegal.

I, Pablo Soto, Jr., hereby state that this Survey was performed on the ground under my supervision and that this Survey correctly represents the facts found at the time of the survey.



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101650-00

Job No.: ENG19.006	FB:	Drawn By: RG
Date: 09/09/2019	PG:	Checked By: PS

ABANDONMENT and CONVEYANCE of ALLEYWAY

WHEREAS, they CITY OF WESLACO, (the "City") has received a request from VANTAGE BANK, L.L.C., a Texas limited liability company ("VANTAGE BANK") the owner of property adjacent to a 0.126 acre public alley right of way situated to Block 4, Gonzales Addition to Weslaco, according to the Map or Plat thereof recorded in Volume 6, Page 10A, Map Records of Hidalgo County, Texas, more particularly described in the attached Exhibit A (the "Alleyway"), that the City's interest in said Alleyway be abandoned and vacated, excluding any interest the City may have in any dedicated utility easements over and across said Alleyway, and conveyed to VANTAGE BANK, and,

WHEREAS, VANTAGE BANK is requesting said abandonment as the owner of that certain property more particularly described in the attached Exhibit B, which property is contiguous to the Alleyway requested to be abandoned; and,

WHEREAS, the City acting by and through the City Council, by an ordinance duly passed, approved and adopted that the City has no further use for said Alleyway and has deemed it advisable to vacate, abandon and convey the City's interest in said Alleyway; and,

WHEREAS, they City desires to declare and reserve for itself and its successors and assigns a perpetual, non-exclusive easement for underground utility lines (the "Reserved Easement") over the Alleyway; and,

WHEREAS, the City Council of City has authorized the undersigned officer to execute and deliver this Abandonment and Conveyance of Alleyway to evidence the vacation and abandonment of the City's interest in said Alleyway and to convey the Alleyway to VANTAGE BANK;

NOW, THEREFORE, The City, acting by and through the undersigned duly authorized officer, in consideration of the premises and agreements set forth in the Ordinance and pursuant to the Ordinance;

1. Vacates and abandons the Alleyway; and
2. Subject to the reservation from and exceptions to conveyance and warranty, grants, sells, and conveys to VANTAGE BANK the Alleyway, together with all and singular the rights and appurtenance thereto in any wise belonging, to have and to hold it to VANTAGE BANK, its heirs, executors, administrators, successors or assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) or excluded.

3. Declares and reserves for itself and its successors and assigns a permanent underground utility easement for the installation, maintenance, construction and reconstruction of utility lines, including but not limited to water, sewer, gas and telephone lines, and other type of public utilities (collectively, the "Facilities) and all related used and purposes common to same in, on, under, over and across the Alleyway..
4. The Reserved Easement is made subject to CITY OF WESLACO's right to use the Alleyway for any purpose that does not interfere with the City's Reserved Easement rights in the Alleyway, including, but not limited to, planting of ground cover and other landscaping in the alleyway, paving in the Alleyway (collectively, "Authorized Improvements") and using the alleyway for ingress and egress to and from the balance of VANTAGE BANK's real property. VANTAGE BANK may not, however, place any permanent structures on the Alleyway without the City's written consent. If the City must remove, or if the City damages or destroys, any of VANTAGE BANK's improvements placed in the Alleyway in connection with the City's enjoyment of the Reserved Easement granted herein, the City is not responsible to VANTAGE BANK for any damages to such improvements.

This conveyance is made and accepted subject to any and all conditions, covenants, easements and restrictions, if any, relating to the Alleyway, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Hidalgo County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other government authorities, if any, but only to the extent that they are in effect, relating to the Alleyway.

EXECUTED this ____ day of October, 2019.

CITY OF WESLACO, TEXAS

ATTEST:

By: _____

By: _____

Name: DAVID SUAREZ

Title: Mayor

APPROVED AS TO FORM

LAW OFFICE OF JUAN E. GONZALEZ

By: _____

JUAN E. GONZALEZ, City Attorney

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this _____ day of October, 2019, did personally appear DAVID SUAREZ, Mayor of the CITY OF WESLACO, TEXAS, a municipal corporation, who acknowledged this instrument and stated that he executed same on behalf of said CITY OF WESLACO.

Notary Public, State of TEXAS

AFTER RECORDING RETURN TO:

JUAN R. MOLINA
Attorney At Law
710 S. Texas Blvd./P.O. Box 190
Weslaco, Texas 78599

PREPARED IN THE LAW OFFICE OF:

JUAN R. MOLINA
Attorney at Law
710 S. Texas Blvd./P.O. Box 190
Weslaco, Texas 78599



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 936-782-2557 • (FAX) 936-782-2558

Engineering Firm F-486 • Surveying Firm #101630-00

ENG19.006
September 09, 2019

(EXHIBIT A)
METES AND BOUNDS DESCRIPTION
(20 FOOT ALLEY)

Being 0.126 of an acre of land comprising of 0.115 of an acre being the 20 Foot Alley in Block 4, Gonzales Addition to Weslaco, as per map recorded in Volume 6, Page 10A, Map Records of Hidalgo County, Texas and 0.011 of an acre being the 20 Foot Alley in Block 4, Gonzales Addition-Part 4, an addition to the City of Weslaco, Hidalgo County, Texas, as per map Recorded in Volume 12, Page 8, Map Records of Hidalgo County, Texas. Said 0.126 of an acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar found at the Northwest corner of Lot 10-B, Block 4, Gonzales Addition-Part 4, also being the existing East Right of Way line of a 20 foot Alley for the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

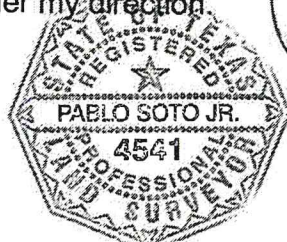
THENCE, South, with the existing East Right of Way line of said 20 foot Alley and the West line of said Lot 10-B, Block 4, a distance of 25.00 feet pass a No. 4 rebar set (with a plastic cap stamped RGEC) at the common corner of said Lot 10-B, Block 4 and Lot 11, Block 4, Gonzales Addition to Weslaco, continuing South with the East Right of Way line of said 20 foot Alley and the West Line of Lot 11 thru Lot 20, Block 4, Gonzales Addition to Weslaco, a total distance of 275.00 feet to an "X" cut on concrete set at the Southwest corner of Lot 20, Block 4, Gonzales Addition to Weslaco for the Southeast corner of this tract of land;

THENCE, West, a distance of 20.00 feet to an "X" cut on concrete found at the existing West Right of Way line of said 20 foot Alley, also being the Southeast corner of Lot 1, Block 4, Gonzales Addition to Weslaco for the Southwest corner of this tract of land;

THENCE, North, with the existing West Right of Way line of said 20 foot Alley, also being the East line of Lot 1 thru Lot 10, Block 4, Gonzales Addition to Weslaco, a distance of 250.00 feet pass a No. 4 rebar set (with a plastic cap stamped RGEC) at the common corner of said Lot 10, Block 4 and Lot 10-A, Block 4, Gonzales Addition-Part 4, continuing with the existing West Right of Way line of said 20 foot alley and the East line of Lot 10-A, Block 4, Gonzales Addition-Part 4 for a total distance of 275.00 feet to a No. 4 rebar found at the Northeast corner of Lot 10-A, Block 4, Gonzales Addition-Part 4 for the Northwest corner of this tract of land;

THENCE, East, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 0.126 of an acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr.
Pablo Soto, Jr. - R.P.L.S. No. 4541
Date: 9/12/19



SCALE: 1"=40'

Basis of
BearingEAST
20.00'P.O.B.
N.E. CORNER
OF LOT 10-B, BLK. 4
GONZALES ADD.-PART 4

LOS TORRITOS STREET

N. TEXAS BLVD. (FM 88) (55' R.O.W.)

GONZALES ADDITION-PART 4
VOL. 12, PG. 8, M.R.H.C. TX.
10-A, BLK. 4GONZALES ADDITION-PART 4
VOL. 12, PG. 8, M.R.H.C. TX.
10-B, BLK. 4GONZALES ADDITION
TO WESLACO
VOL. 6, PAGE 10A, M.R.H.C., TX.GONZALES ADDITION
TO WESLACO
VOL. 6, PAGE 10A, M.R.H.C., TX.

KANSAS AVENUE (60' R.O.W.)

SX- SET "X" ON CONCRETE
S4- SET No. 4 REBAR WITH
PLASTIC CAP STAMPED RGEC
FX- FOUND "X" ON CONCRETE
F4- FOUND No. 4 REBAR(EXHIBIT B)
SURVEY PLAT
OF

(20 FOOT ALLEY)

0.126 OF AN ACRE OF LAND COMPRISING OF
0.115 OF AN ACRE BEING THE 20 FOOT ALLEY IN BLOCK 4,
GONZALES ADDITION TO WESLACO,
AS PER MAP RECORDED IN
VOLUME 6, PAGE 10A, M.R.H.C., TEXAS,
AND0.011 OF AN ACRE BEING THE 20 FOOT ALLEY IN BLOCK 4,
GONZALES ADDITION-PART 4,
AN ADDITION TO THE CITY OF WESLACO,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 12, PAGE 8, M.R.H.C., TEXAS.SURVEY SHOWS ALL IMPROVEMENTS LOCATED ON THE LAND AND THAT THERE
ARE NO ENCROACHMENTS, BOUNDARY CONFLICTS, PROTRUSIONS OR VISIBLE OR
APPARENT EASEMENTS, EXCEPT AS SHOWN ON THE SURVEY PLAT.

G.F. No. N/A	Com.-Panel No.: 480349 0005 B			
FLOOD ZONE ☐ A ☐ AO ☐ C ☐ X ☒ AH ☐ B ☐ D ☐ OTHER	EFFECTIVE DATE: MARCH 4, 1980			
Description: Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no hazard factors are determined. BFE: 74.0				
Client: VANTAGE BANK	Mailing Address: 1801 S. 2nd. STREET	City: McALLEN	State: TX	Zip Code: 78503



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No.: 486 • SURVEYING FIRM No.: 101650-00WEST
20.00'

AGOSTADERS ST. (40' R.O.W.)

THIS SURVEY WAS PREPARED WITHOUT
THE BENEFIT OF A TITLE RESEARCHPABLO SOTO, JR. - R.P.L.S. No.
4541

Date: 9/12/19

I, Pablo Soto, Jr., hereby certify that this Survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition II Survey. Any certification expressed or implied herein is invalid without the original signature and seal of Pablo Soto, Jr. alteration of this document, except by a Licensed Land Surveyor, is illegal.

I, Pablo Soto, Jr., hereby state that this Survey was performed on the ground under my supervision and that this Survey correctly represents the facts found at the time of the survey.

Job No.: ENG19.006	FB:	Drawn By: RG
Date: 09/09/2019	PG:	Checked By: PS

EXHIBIT "B"

LEGAL DESCRIPTION OF VANTAGE BANK'S PROPERTY

Tract One

All of Lots One (1) through Four (4) inclusive, and Twenty-Seven (27) through thirty-three (33) inclusive, Block Forty Three (43), ORIGINAL TOWNSITE of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 2, Page 30, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Tract Two

All of Lots One (1) through Eighteen (18), inclusive, Block Thirty-Two (32), ORIGINAL TOWNSITE of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 2, Page 30, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Tract Three

All of Lots One (1) through Six (6), inclusive, Block Thirty-Three (33), ORIGINAL TOWNSITE of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 2, Page 30, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

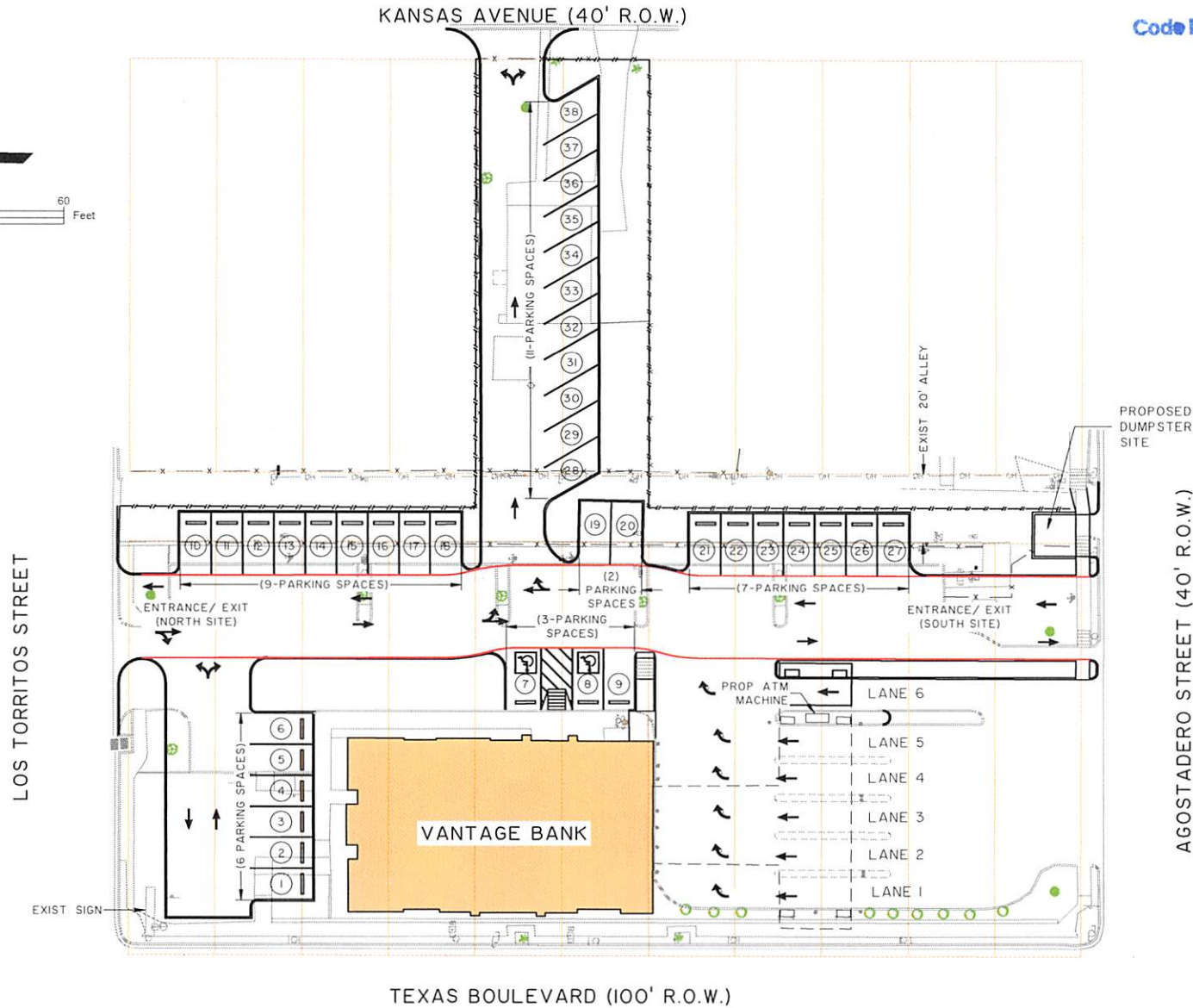
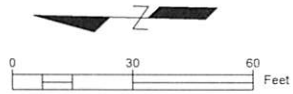
Tract Four

All of Lots One (1) through Ten (10), and Lot 10 A (10A) Block Four (4), GONZALEZ ADDITION to the City of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 7, Page 10A, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

RECEIVED

NOV 13 2019

Planning &
Code Enforcement Dept.



Professional Engineers & Land Surveyors
R. J. JAMES, INC.
10000 W. 10th Street, Suite 100
Tulsa, Oklahoma 74107
(918) 438-1111
Firm No. 88

PRELIMINARY FOR REVIEW ONLY
These documents are for design review
and are not intended for construction. Bidding
and construction shall be under the supervision of
the engineer of record.
DANIEL GUTERREZ - 63349
Print Name Title Date

VANTAGE BANK
DRIVETHRU AND RENOVATION
OPTION -A
CITY OF WESLACO

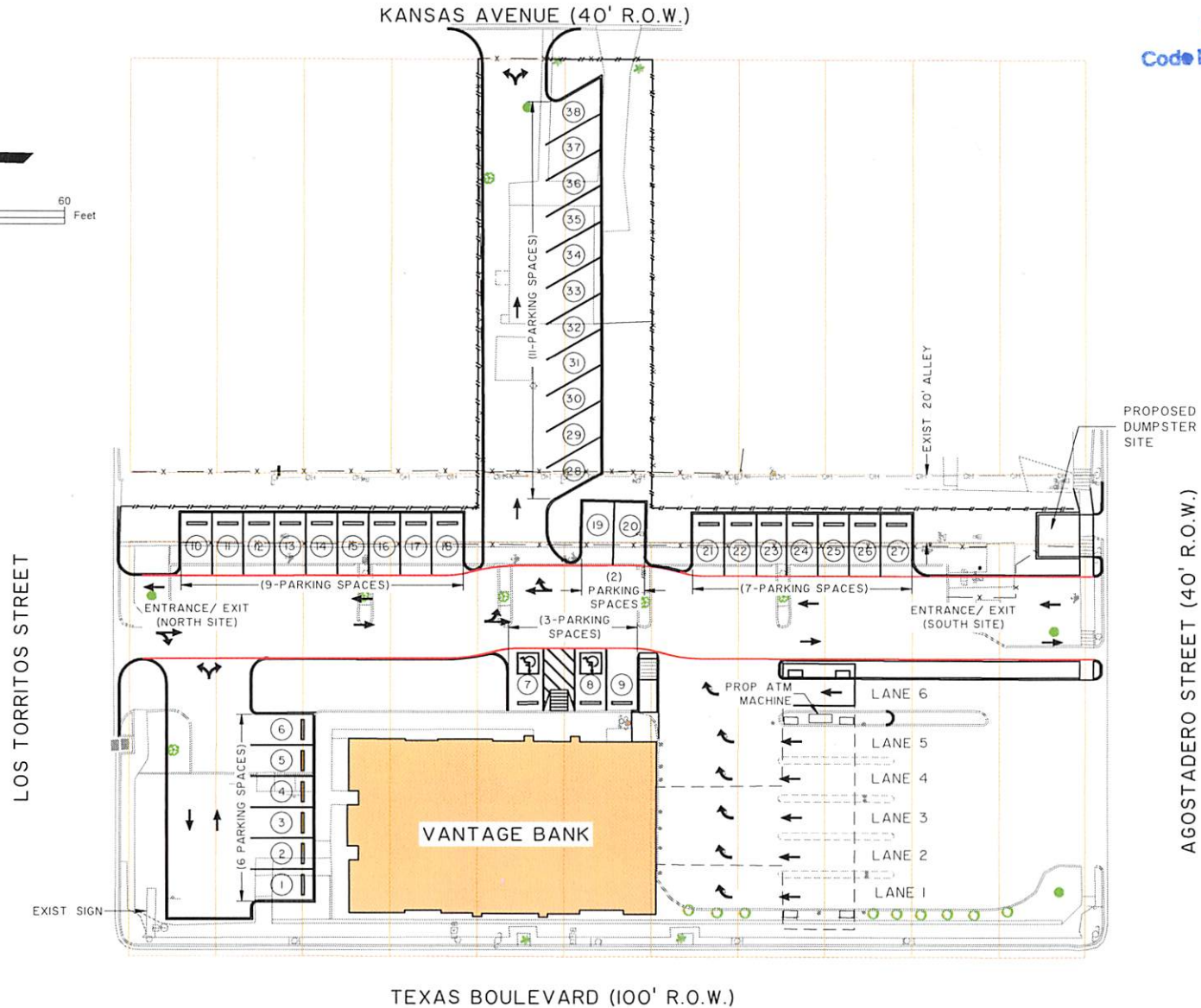
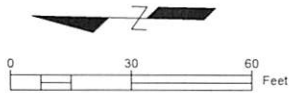
SCALE AS SHOWN	DATE	BY
DATE: MARCH 10th		
DESIGNED BY: RG		
DRAWN BY: RG		
CHECKED BY:		

SHEET
1

RECEIVED

NOV 13 2019

Planning &
Code Enforcement Dept.



Professional Engineers & Land Surveyors
R. Gutierrez
131 E. PARKWAY # 1000, DALLAS, TEXAS 75201
(214) 691-1000
P.E. No. 10000

PRELIMINARY FOR REVIEW ONLY
These documents are for design review
and are not intended for construction. Bidding
or other use without the approval of the
designer is prohibited.
RANNO, GUTIERREZ, SERRA
Project Name Title Date

VANTAGE BANK
DRIVETHRU AND RENOVATION
OPTION -A
CITY OF WESLACO

SCALE & SHEET	DATE	BY	REVISION	DATE	BY
DATE: MARCH 2019					
BY: [Signature]					
SURVEY BY:					
DRAWN BY: RG					
PREPARED BY:					
CHECKED BY:					

SHEET
1

ORDINANCE 2019-50

AN ORDINANCE TO CONVERT 20' X 250' ALLEY ALSO BEING 0.126-ACRE TRACT OF LAND LOCATED BETWEEN BLK 4 OF GONZALEZ ADDITION SUBDIVISION CREATING A 20' X 250' PUBLIC UTILITY EASEMENT; 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. It is in the interest of the City of Weslaco to convert 20' x 250' alley also being 0.126-acre tract of land located between Blk 4 of Gonzalez Addition Subdivision creating a 20' x 250' public right of way instead.

BEGINNING at a No. 4 rebar found at the Northwest corner of Lot 10-A Gonzales Addition- Part 4, also being the existing East line of a 20-foot Alley for the Northeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, South, with the existing East line of said 20 foot Alley and the West line of said Lot 10-B, a distance of 25.00 feet pass a No. 4 rebar set (with a plastic cap stamped RGEC) at the common corner of said Lot 10-B and Lot 11, Gonzales Addition to Weslaco, continuing South with the East line of said 20 foot Alley and the West Line of Lot 11 thru Lot 2, Gonzales Addition to Weslaco, a total distance of 275.00 feet to an "X" cut on concrete set at the Southwest corner of Lot 20, Gonzales Addition to Weslaco for the Southeast corner of this tract of land;

THENCE, West, a distance of 20.00 feet to an "X" cut on concrete found at the existing West line of said 20 foot Alley, also being the Southeast corner of Lot 1, Gonzales Addition to Weslaco for the Southwest corner of this tract of land;

THENCE, North, with the existing West line of said 20 foot Alley, also being the East line of Lot 1 thru Lot 10, Gonzales Addition to Weslaco, a distance of 250.00 feet pass a No.4 rebar set (with a plastic cap stamped RGEC) at the common corner of said Lot 10 and Lot 10-A, Gonzales Addition-Part 4, continuing with the existing East line of said 20 foot alley and the East line of Lot 10-A, Gonzales Addition-Part 4 for a total distance of 275.00 feet to a No. 4 rebar found at the Northeast corner of Lot 10-A, Gonzales Addition-Part 4 for the Northwest corner of this tract of land;

THENCE, East, a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.126 of an acres of land, more or less

SECTION II. The alley described above in Section I of this ordinance is hereby designated as a 20' x 250' Public Utility Easement.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of December 2019.

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

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2854	
From:			
Subject: Discussion and consideration to approve Ordinance 2019-44 amending Section 12 of Ordinance 397, to fix residential, commercial, and industrial garbage rates; providing an effective date; and ordaining other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-44. Possible action. (This item was tabled October 15, 2019; remained tabled December 3, 2019; staffed by Finance Department.)			
Background: Republic Services submitted their annual CPI adjustment in the amount of 3.71% increase to all residential and commercial rates for garbage and brush. I reviewed their propose rate increases and the end result will be that the City will not realizing any net income. I am proposing for the City to increase their proposed rates by 5% in all categories in order to offset the cost and also to have a net income positive result. The last time that the city made overall rate increase was in 2011.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Vidal Roman Mike Perez		Created/Initiated New	
City Manager Comments: Met with Republic Services and waiting for response; may not have a recommendation until next regular commission meeting.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Republic Letter on increase, CPI rate increase Revenue, Proposed Rate, O2019-44 amend Commercial rates incr			
Responsibilities upon Approval:			

A budget amendment will be done to recognize the additional revenue anticipated with rate change.



PO Drawer 1217 La Feria, TX 78559
o 956.423.7316 f 956.428.2045 republicservices.com

August 1, 2019

Mike Perez, City Manager
City of Weslaco
Weslaco, TX 78596

Reference 2019 Consumer Price Index (CPI)

Valid new rates for Republic trash for Friday Nov

Dear Mr. Perez,

In accordance with the solid waste agreement between the City of Weslaco and Allied Waste Services, we hereby submit our comparative statement justifying this notice for September 1, 2019.

2019-2020 CPI Calculation

Description	Water Sewer Trash
June-18	231.341
June-19	239.928
Index Change	8.587
Net %Change	3.71%
Effective Change @ 100%	3.71%
Rate % Increase	3.71%
CPI Cap 5.0%	5.00%

←
←

Residential Rates 2019-2020

Item	Description	Rates
1	Residential Service twice/week	\$ 9.80
2	Twice/month residential brush/bulky item service	\$ 6.12
3	Overfilled Front Load Container per yard fee	\$ 37.50

Commercial Rates 2019-2020

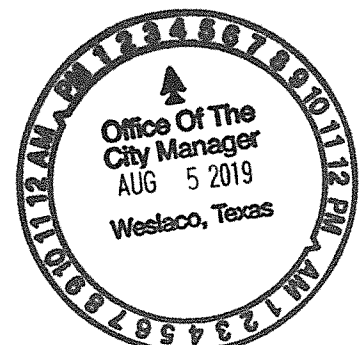
Container Size	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk
2 cubic yard	\$ 75.14	\$ 137.74	\$ 200.34	\$ 262.99	\$ 325.57	\$ 386.80
3 cubic yard	\$ 86.84	\$ 159.21	\$ 231.59	\$ 303.97	\$ 376.32	\$ 448.69
4 cubic yard	\$ 98.44	\$ 180.57	\$ 262.70	\$ 344.85	\$ 425.46	\$ 509.14
6 cubic yard	\$ 124.06	\$ 225.71	\$ 327.38	\$ 429.07	\$ 530.72	\$ 632.38
8 cubic yard	\$ 145.47	\$ 266.64	\$ 387.89	\$ 509.08	\$ 630.27	\$ 751.49
30 cubic yard	Haul Rate	\$ 213.79	Tonnage Rate	\$ 45.91	Rental Rate	\$ 6.16

If you have any questions please contact me at 800-423-7316.

We Truly Appreciate Your Business!

Omar Rodriguez
Omar Rodriguez

Municipal Services Manager
Republic Services, Inc.



City of Weslaco's
Commercial Revenue
compared to Republics CPI increase

RATE COMPARISON - PROPOSED RATES COMPARED WITH REPUBLIC INCLUDING CIP INCREASE OCT --2019

SANITATION REVENUES		Ordinance City Rate	Republic Proposed Rate	Republic Incr (Decr)	Net to City's	CITY	REPUBLIC	NET
			3.71% CPI					
Commercial Rates								
Routes								
2 CY Bin	1	73.18	75.14	2.69	(1.96)	3,585.82	3,681.86	(96.04)
	2	133.06	137.74	4.93	(4.68)	798.36	826.44	(28.08)
	3	195.00	200.34	7.17	(5.34)	-	-	-
	4	254.28	262.99	9.41	(8.71)	-	-	-
	5	314.88	325.57	11.65	(10.69)	-	-	-
	6	375.47	386.80	13.84	(11.33)	-	-	-
3 CY Bin	1	84.57	86.84	3.11	(2.27)	10,486.68	10,768.16	(281.48)
	2	155.05	159.21	5.70	(4.16)	8,372.70	8,597.34	(224.64)
	3	225.54	231.59	8.28	(6.05)	18,268.74	18,758.79	(490.05)
	4	296.03	303.97	10.87	(7.94)	592.06	607.94	(15.88)
	5	366.49	376.32	13.46	(9.83)	1,099.47	1,128.96	(29.49)
	6	436.97	448.69	16.05	(11.72)	873.94	897.38	(23.44)
4 CY Bin	1	95.87	98.44	3.52	(2.57)	9,395.26	9,647.12	(251.86)
	2	175.85	180.57	6.46	(4.72)	8,616.65	8,847.93	(231.28)
	3	255.60	262.70	9.40	(7.10)	8,690.40	8,931.80	(241.40)
	4	336.28	344.85	12.34	(8.57)	1,008.84	1,034.55	(25.71)
	5	418.96	425.46	15.22	(6.50)	1,675.84	1,701.84	(26.00)
	6	501.63	509.14	18.21	(7.51)	2,006.52	2,036.56	(30.04)
6 CY Bin	1	131.87	124.06	4.44	7.81	6,197.89	5,830.82	367.07
	2	240.57	225.71	8.07	14.86	7,217.10	6,771.30	445.80
	3	316.20	327.38	11.71	(11.18)	5,375.40	5,565.46	(190.06)
	4	415.01	429.07	15.35	(14.06)	1,245.03	1,287.21	(42.18)
	5	513.81	530.72	18.99	(16.91)	3,596.67	3,715.04	(118.37)
	6	611.31	632.38	22.62	(21.07)	-	-	-
8 CY Bin	1	155.08	145.47	5.20	9.61	7,909.08	7,418.97	490.11
	2	284.03	266.64	9.54	17.39	12,213.29	11,465.52	747.77
	3	377.75	387.89	13.88	(10.14)	17,754.25	18,230.83	(476.58)
	4	492.73	509.08	18.21	(16.35)	3,449.11	3,563.56	(114.45)
	5	610.01	630.27	22.55	(20.26)	6,100.10	6,302.70	(202.60)
	6	731.86	751.49	26.88	(19.63)	3,659.30	3,757.45	(98.15)
30CY	Haul Rate	213.79						
	Tonnage	45.91						
	Rental Rate	6.16						

City of Weslaco's
Commercial Proposed Rate
compared to Republic's CPI increase

RATE COMPARISON - PROPOSED RATE INCREASE (5%) COMPARED WITH REPUBLIC INCLUDING CIP INCREASE OCT --2019

SANITATION REVENUES			Proposed City Rate	Republic Proposed Rate	City's Impact	Current Net - City	CITY	REPUBLIC	NET
			5%	3.71% CPI					
Commercial									
	Routes								
2 CY Bin	49	1	76.84	75.14	1.70	1.70	3,765.11	3,681.86	83.25
	6	2	139.71	137.74	1.97	1.97	838.28	826.44	11.84
		3	204.75	200.34	4.41	4.41	-	-	-
		4	266.99	262.99	4.00	4.00	-	-	-
		5	330.62	325.57	5.05	5.05	-	-	-
		6	394.24	386.80	7.44	7.44	-	-	-
3 CY Bin	124	1	88.80	86.84	1.96	1.96	11,011.01	10,768.16	242.85
	54	2	162.80	159.21	3.59	3.59	8,791.34	8,597.34	194.00
	81	3	236.82	231.59	5.23	5.23	19,182.18	18,758.79	423.39
	2	4	310.83	303.97	6.86	6.86	621.66	607.94	13.72
	3	5	384.81	376.32	8.49	8.49	1,154.44	1,128.96	25.48
	2	6	458.82	448.69	10.13	10.13	917.64	897.38	20.26
4 CY Bin	98	1	100.66	98.44	2.22	2.22	9,865.02	9,647.12	217.90
	49	2	184.64	180.57	4.07	4.07	9,047.48	8,847.93	199.55
	34	3	268.38	262.70	5.68	5.68	9,124.92	8,931.80	193.12
	3	4	353.09	344.85	8.24	8.24	1,059.28	1,034.55	24.73
	4	5	439.91	425.46	14.45	14.45	1,759.63	1,701.84	57.79
	4	6	526.71	509.14	17.57	17.57	2,106.85	2,036.56	70.29
6 CY Bin	47	1	138.46	124.06	14.40	14.40	6,507.78	5,830.82	676.96
	30	2	252.60	225.71	26.89	26.89	7,577.96	6,771.30	806.66
	17	3	332.01	327.38	4.63	4.63	5,644.17	5,565.46	78.71
	3	4	435.76	429.07	6.69	6.69	1,307.28	1,287.21	20.07
	7	5	539.50	530.72	8.78	8.78	3,776.50	3,715.04	61.46
	0	6	641.88	632.38	9.50	9.50	-	-	-
8 CY Bin	51	1	162.83	145.47	17.36	17.36	8,304.53	7,418.97	885.56
	43	2	298.23	266.64	31.59	31.59	12,823.95	11,465.52	1,358.43
	47	3	396.64	387.89	8.75	8.75	18,641.96	18,230.83	411.13
	7	4	517.37	509.08	8.29	8.29	3,621.57	3,563.56	58.01
	10	5	640.51	630.27	10.24	10.24	6,405.11	6,302.70	102.41
	5	6	768.45	751.49	16.96	16.96	3,842.27	3,757.45	84.82
30CY	Haul Rate		213.79						
	Tonnage Rate		45.91						
	Rental Rate		6.16						

ORDINANCE 2019-44

AN ORDINANCE AMENDING SECTION 12 OF ORDINANCE NUMBER 397, TO FIX RESIDENTIAL, COMMERCIAL AND INDUSTRIAL GARBAGE RATES; PROVIDING AN EFFECTIVE DATE, 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 1. Section 12 of Ordinance No. 397, passed and approved the 7th day of September 1965, and as subsequently amended, is amended to establish new rates for garbage collection within the City of Weslaco. So that after second and final reading of Section 12 of Ordinance No. 397 shall read as follows:

ARTICLE II. CHARGES FOR COLLECTION*

Sec. 15-34. Charge for removal.

It is the express intent and purpose of this chapter to fairly, reasonably, and equitably apportion the costs of the collection and removal of garbage and trash within the city limits. In computing the charge made to any residence, duplex, triplex, apartment house, tenement house, or trailer court as unit, all apartments, tenements or trailers therein shall be deemed to be occupied unless the water meter serving the building is disconnected. In all cases, if a water meter is in service the house and all apartments or units serviced by that meter shall be deemed to be occupied.

RESIDENTIAL

The rate for residential garbage collection shall be fifteen dollars and five cents (\$15.05) per container, per month. The rate for apartments, where all apartments are on one (1) water meter shall be the same as the applicable residence rate, plus an additional charge of fifteen dollars and five cents (\$15.05) per each additional container, per month, whether or not all of such units are rented. Where apartments have separate water meters, the rate shall be the same as the applicable residence rate, plus an additional charge of fifteen dollars and five cents (\$15.05) per each additional container, per month, whether or not all of such units are rented. The minimum charge for trailers or mobile home units shall be the same as the applicable residence rate.

BUSINESS, COMMERCIAL AND INDUSTRIAL

(a) No business, commercial or industrial account shall be permitted to utilize more than six (6) containers, as defined in Section 15-6, regardless of the number of garbage pickups per week. Should six (6) standard containers be insufficient to accommodate the volume of trash

generated by such account, such account shall be required to utilize a commercial container for garbage collection, such commercial container to be supplied by the city, the size of such container being dependent upon the volume of garbage generated, and the rates for commercial container pickups to be as hereinafter provided.

(b) For those commercial, industrial and business accounts whose volume of garbage can be accommodated by not more than six (6) standard containers, the rate shall be fifteen dollars and five cents (\$15.05) per container per month with 2 pickups per week, or as follows:

<i>Number of Pickups Per Week</i>	<i>Monthly Rate</i>
2	\$ 15.05
3	\$ 45.14
4	\$ 75.24
5	\$105.34
6	\$150.48

(c) For those business, commercial or industrial accounts required hereby to utilize a commercial container, the following rate schedule shall apply.

Volume of Container (Cubic yards)	Number of Pickups Per Week					
	1	2	3	4	5	6
2	76.84	139.71	204.75	266.99	330.62	394.24
3	88.80	162.80	236.82	310.83	384.81	458.82
4	100.66	184.64	268.38	353.09	439.91	526.71
6	138.46	252.60	332.01	435.76	539.50	641.88
8	162.83	298.23	396.64	517.37	640.51	768.45

30 Cubic yard will be charged \$213.79 per haul plus \$45.91 per ton for disposal plus \$6.16 per day rental. The daily rental fee will be waived if hauled at least twice per month.

The monthly charge or rate for the collection and removal of garbage, trash and rubbish, and recyclables by the City of Weslaco from school districts shall be based on the business, commercial and industrial rates as prescribed.

SECTION 2. Except as heretofore and herein amended, the remaining provisions of Section 12 of Ordinance No. 397 shall apply with full force and effect.

SECTION 3. 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 17th day of December 2019.

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

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

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

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2936	
From:			
Subject: Discussion and consideration and approval of Allowance Expenditure No. 3 regarding the North Side Fire Station Project and authorize the Mayor to execute any related documents. Possible Action. (This item was tabled December 3, 2019; staffed by Airport.)			
Background: The proposed Allowance Expenditure No. 3 is to cover asphalt paving of driveways, fencing, control access changes, flood lighting for flag pole and IT tray installation. There is no budget impact as the Contingency's have not been used. Attachments will be provided at the meeting.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Andrew Muñoz Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2960	
From: Rebekah De La Fuente			
Subject: Discussion and consideration after public hearing on behalf of Divine Custom Homes to approve a Conditional Use Permit to operate an Event Center at 1002 E. Expy 83, also being a 1.15-acre tract, IRR TR W 140.27'-E 290.40'-S387.48' out of Farm Tract 41, West Tract Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to operate an Event Center. Twenty-eight (28) property owners within 200 feet of the applicant's property were notified by letter on November 22, 2019.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission. Notice appeared in The Monitor on November 18, 2019.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the conditional use permit on December 4 2019.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval of the Conditional Use Permit.			
Attachments, if any: 1002 E Expressway- aerial, 1002 e expy 83 - attachments			

Responsibilities upon Approval:

Staff will advise applicant

1002 E Expressway 83

Conditional Use Permit

Legend

 1002 E Expressway 83

Google Earth

© 2018 Google
© 2018 INEGI

500 ft





APPLICATION FOR CONDITIONAL USE PERMIT

RECEIVED

NOV 08 2019

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. _____

Planning &
Code Enforcement Dept.**PROPOSED PROJECT**

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

Lot West Tract ANI RA TR w/ 40.27' E 290 4'-S 3.87' 48 FT 41 1.5 AC 1.07 AC Net Block _____Subdivision Name West and Adam Tract SubdivisionStreet Address 1002 E Expressway 83

Existing Zoning _____ Existing Land Use _____

Purpose for the Conditional Use Permit Request New Ballroom Event Center

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

_____ \$300.00 non-refundable filing fee.

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

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

_____ City and school tax receipts attached.

_____ I have received a copy of "CUP Application Instructions"

APPLICANTName Divine Custom Homes / Olga Martinez Phone 956-212-8273Address 809 S 25th Fax: _____City McAllen State Tx Zip Code 78501 E-Mail: Olga.dervine@icloud.com**OWNER**Name LRGV / Jose Saenz Phone 956-472-2083Address 1002 E Expressway 83 Fax: _____City Weslaco State Tx Zip Code 78596 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 _____
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing F _____ Date _____
in Newspaper

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

Presented to City Commission _____
Approved _____ Disapproved _____ Tab

CITY OF WESLACO
956-968-3181
***** REPRINT RECEIPT*****

REC#: 02570340 11/08/2019 4:25 PM
OPER: VEM TERM: 003
REF#: 0751
PAID BY:

TRAN: 202.0000 CONDITIONAL USE PERM
JOSE SAENZ
1002 E EXPY 83
101-400-1026
CONDITIONAL USE PER 305.00CR

TENDERED: 305.00 CHECK
APPLIED: 305.00

CHANGE: 0.00

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■

2018 TAX STATEMENT



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

Certified Owner:

DOS LOGISTICS INC
1002 E EXPRESSWAY 83
WESLACO, TX 78596-4523

Legal Description:

WEST TRACT AN IRR TR
W140.27'-E290.40'-S387.48' FT 41 1.15AC
1.07AC NET

Account No: W3800-00-041-0000-01

Appr. Dist. No.: 324205

Legal Acres: 1.0667

Parcel Address: 1002 E EXPRWY 83

As of Date: 10/14/2019

Cause No: T-1274-17-A

Print Date: 10/14/2019

Print Date: 10/11/2019

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$464,650	\$318,947	\$783,597	\$783,597	\$0	\$0	\$0	\$783,597
Taxing Unit		Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
			Code	Amount			
HIDALGO COUNTY		\$783,597		\$0.00	\$783,597	0.5800000	\$4,544.86
DRAINAGE DIST #1		\$783,597		\$0.00	\$783,597	0.0951000	\$745.20
CITY OF WESLACO		\$783,597		\$0.00	\$783,597	0.6667000	\$5,224.24
Amount saved by additional sales tax revenue \$1,425.36							
WESLACO ISD		\$783,597		\$0.00	\$783,597	1.1597000	\$9,087.37
SOUTH TEXAS ISD		\$783,597		\$0.00	\$783,597	0.0492000	\$385.53
SOUTH TEXAS COLLEGE		\$783,597		\$0.00	\$783,597	0.1780000	\$1,394.80

Total Tax: \$21,382.00

Total Tax Paid to date: \$21,382.00

Total Tax Remaining: \$0.00

Exemptions:

AMOUNT DUE IF PAID BY:

10/31/2019 21 + up to 15%	12/02/2019 22 + up to 15%	12/31/2019 23 + up to 15%	01/31/2020 24 + up to 15%	03/02/2020 25 + up to 15%	03/31/2020 26 + up to 15%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
04/30/2020 27 + up to 15%	06/01/2020 28 + up to 15%	06/30/2020 29 + up to 15%	07/31/2020 30 + up to 15%	08/31/2020 31 + up to 15%	09/30/2020 32 + up to 15%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

School Information:

WESLACO ISD 2018 M&O 1.1397000 I&S .02000000 Total 1.1597000 2017 M&O 1.1397000 I&S .02000000 Total 1.1597000

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

4.1.68



Print Date: 10/14/2019

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157



W3800-00-041-0000-01

DOS LOGISTICS INC
1002 E EXPRESSWAY 83
WESLACO, TX 78596-4523

AMOUNT PAID:

\$ _____

00003242050000000000

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

November 22, 2019

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, December 4, 2019, for the Planning and Zoning Commission and on or before December 17, 2019 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

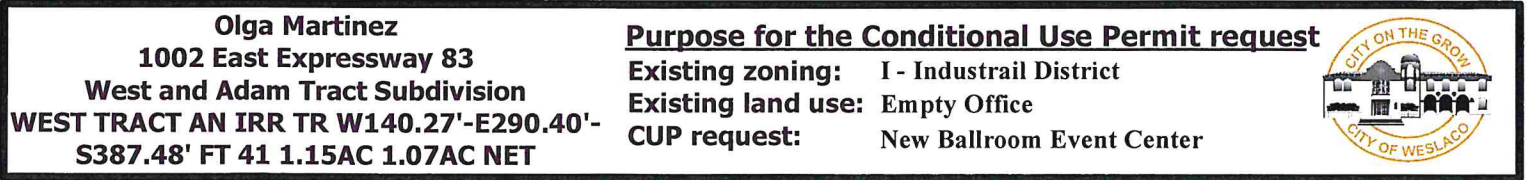
Divine Custom Homes is requesting a Conditional Use Permit to operate an Event Center at 1002 E. Expy 83, also being a 1.15 acre tract, IRR TR W 140.27'-E 290.40'-S387.48' out of Farm Tract 41, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

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

Sincerely,

Rebekah de la Fuente, CFM
Interim Planning Director

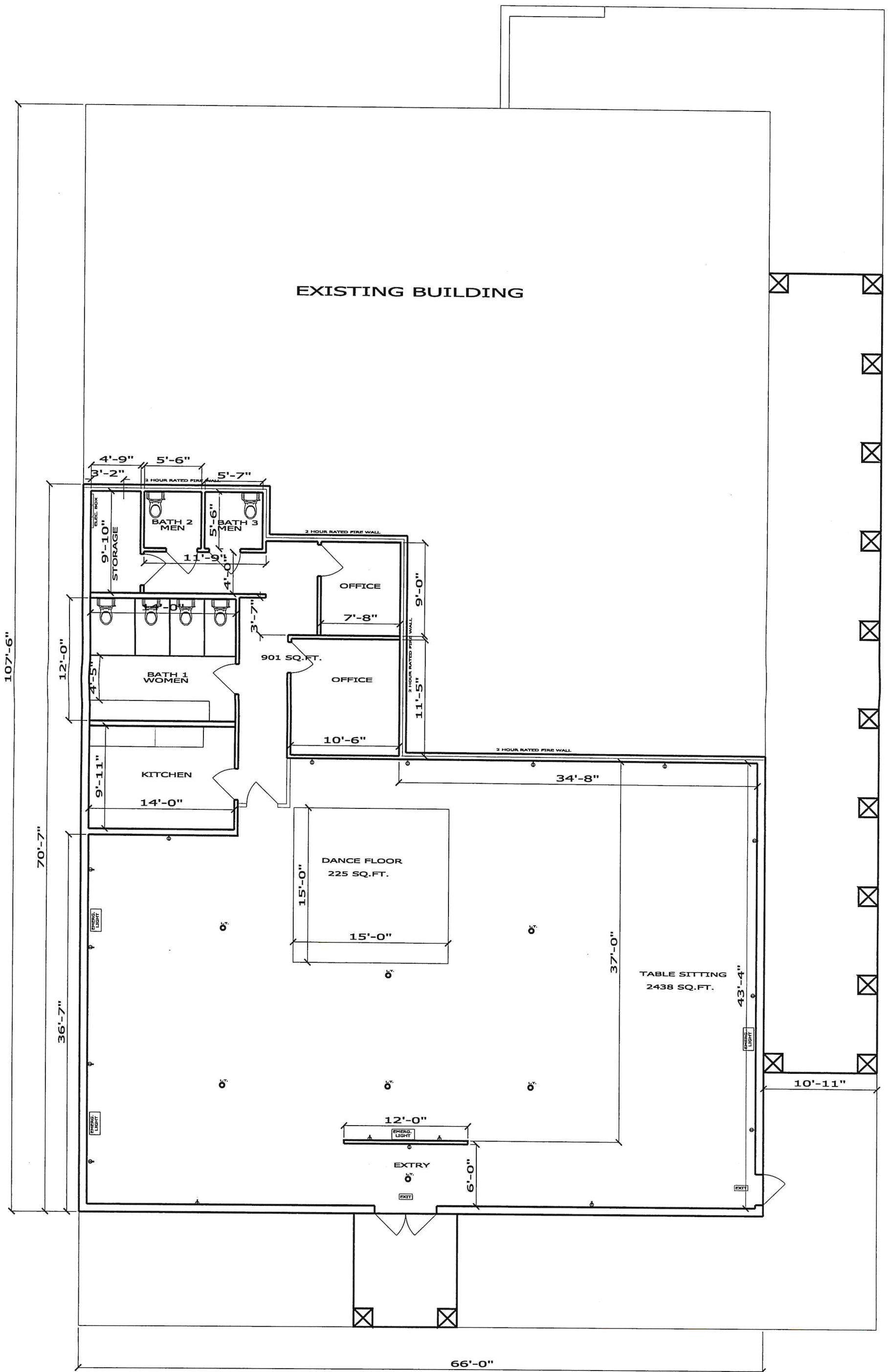


NOV 21, 2019

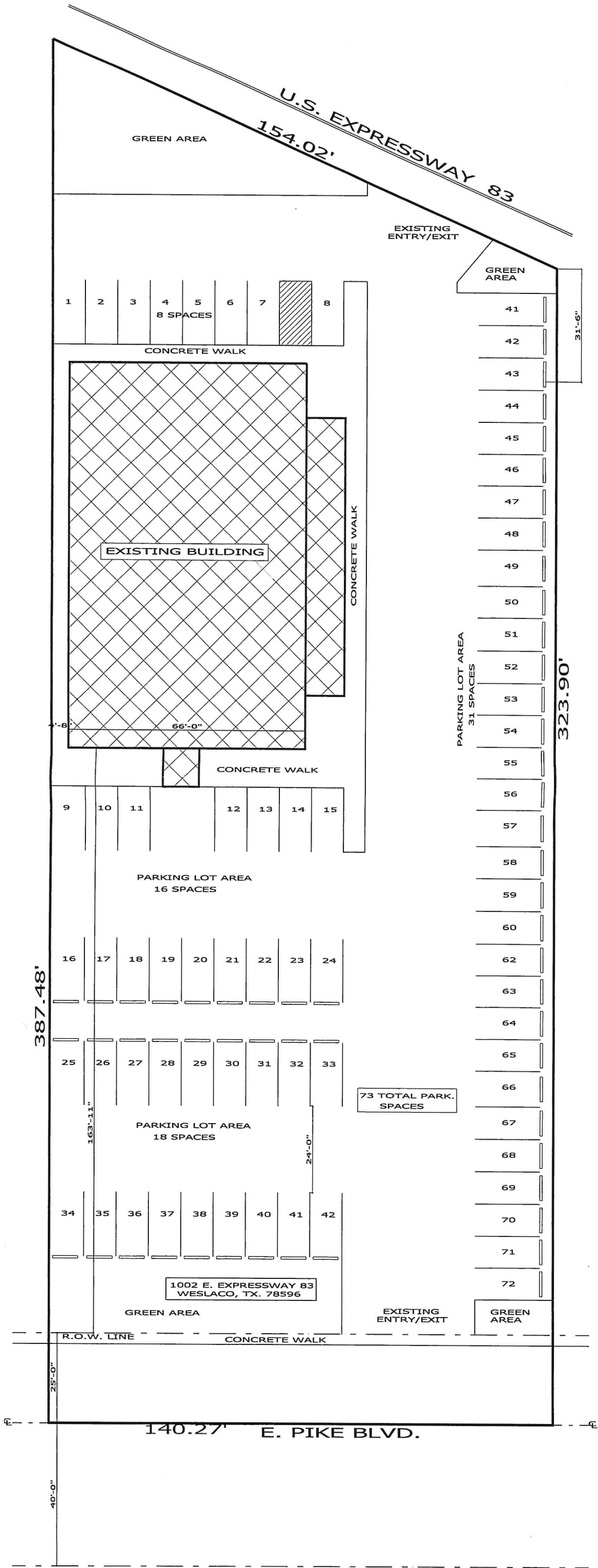
LEIJA MARY LOU ET AL 717 N NEVEDA AVE WESLACO TX 78596-5007	E4900-00-003-0001-00 EL TEXANO BLK 3 LTS 1-4 717 N NEVADA AVE	L: 73589 B: 27320
RIVERA GUADALUPE V I 716 N PADRE AVE WESLACO TX 78596-5012	E4900-00-003-0022-00 EL TEXANO BLK 3 LT 22 716 N PADRE AVE	L: 18750 B: 1921
CASTILLO ROSA ELENA 720 N PADRE AVE WESLACO TX 78596-5012	E4900-00-003-0023-00 EL TEXANO LOT 23 BLK 3 720 N PADRE AVE	L: 18750 B: 24336
TREJO AMIRTA L 321 SAMOA DR WESLACO TX 78599-5541	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 78599-5541	E4900-00-004-0001-00 EL TEXANO BLK 4 LTS 1 & 2 723 N PADRE AVE	L: 50000 B: 48816
MARTINEZ MARGARITO & SULEMA 717 N PADRE AVE WESLACO TX 78596-5011	E4900-00-004-0003-00 EL TEXANO BLK 4 LTS 3 & 4 717 N PADRE AVE	L: 37500 B: 28786
GONZALEZ FELICITAS CAMARILLO 720 N UTAH AVE WESLACO TX 78596-5022	E4900-00-004-0023-00 EL TEXANO BLK 4 LT 23 720 N UTAH AVE	L: 18000 B: 17764
IGLESIA DE DIOS PENTECOSTAL PO BOX 431722 HOUSTON TX 77243-1722	E4900-00-004-0024-00 EL TEXANO LOT 24 BLK 4 722 N UTAH AVE	L: 24000 B: 70237
MCALLEN ROBERT A 1114A S WESTGATE DR WESLACO TX 78596-6723	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: 269602 B: 224293
DOS LOGISTICS INC 1002 E EXPRESSWAY 83 WESLACO TX 78596-4523	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: 464650 B: 318947
MORAN RAFAEL SR & CATALINA 1000 E EXPRESSWAY 83 WESLACO TX 78596-4523	W3800-00-041-0000-02 WEST TRACT 0.86AC-W5.223AC-S10AC FT 41 1000 E EXPRWY 83	L: 486993 B: 63007
RIOS ROLANDO 2370 N EXPRESSWAY STE 1238 BROWNSVILLE TX 78521-1206	W3800-00-041-0000-03 WEST TRACT AN IRR TR W195'-S425. 77' FT 41 1.91AC NET 1401 E PIKE BLVD	L: 381658 B: 16965

NOV 21, 2019

SSS CAPITAL PROPERTIES LLC	W3800-00-041-0000-06	L: 358928
1416 E EXPRESSWAY 83	WEST TRACT AN IRR TR E162.48'- W	
WESLACO TX 78596-4530	593.15'- S323.94' FT 41 1.04AC N	B: 191201
	1416 E EXPRESSWAY 83	



1002 E. EXPRESSWAY 83 WESLACO TX



10.a. Statutory easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No.9. (Blanket Easement.)

10.b. Roads and reservations as shown on map of West and Adams Tract Subdivision, recorded in Volume 2, Pages 34-37, Map Records of Hidalgo County, Texas.

10.c. Right of Way Easement to establish, construct, maintain pipelines, ditches and to conduct water over and across lands, etc. as shown by instrument dated January 21, 2014, recorded in Volume 43, Pages 464-6, Deed Records of Hidalgo County, Texas. (Blanket Easement)

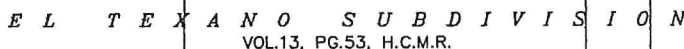
10.d. Right of Way Easement in favor of State of Texas as shown by instrument dated October 1, 1962, recorded in Volume 1046, Page 598, Deed Records of Hidalgo County, Texas. (Does not affect subject property.)

10.e. Right of Way Easement in favor of Central Power and Light Company, a Texas corporation as shown by instrument dated April 7, 1981, recorded in Volume 1726, Page 778, Deed Records of Hidalgo County, Texas. (Affects subject property as shown hereon.)

10.m. Visible and apparent easements on or across the property herein described.

- Found 1/2" iron rod
- Set 1/2" iron rod with a plastic cap stamped "R&A"
- Found 5/8" iron rod
- ▲ Found cotton picker spindle
- + Found "+" cut in concrete
- x- Chainlink fence line
- o- Iron fence line
- ⊗ Power pole
- () Deed call
- GH-- Overhead powerline
- UG-- Underground power line

BASIS OF BEARINGS: 1/2" I.R.
END FOR THE EAST LINE OF
THIS SURVEY



PROPERTY ADDRESS:
1002 E. EXPRESSWAY
83, WESLACO, TX 78596

PREPARED FOR: LRGV REALTY INVESTMENTS, LLC

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

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

SURVEYED: 3-15-19

DRAWN BY: JR/ 6-19-19

SCALE: 1"=60'

JOB No. 20117

TITLE
COMMITMENT N- 160570

REVISSED:

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL
EMBOSSSED SEAL OF SURVEYOR OF RECORD.

© COPYRIGHT 2019

THIS SURVEY WAS PREPARED WITH THE USE OF A TITLE COMMITMENT PREPARED BY OTHERS ROBLES & ASSOCIATES, NOR THE SURVEYOR OF RECORD RESEARCHED OR PREPARED A TITLE REPORT OR ABSTRACT OF TITLE ON THE ABOVE PROPERTY.

REYNALDO ROBLES, R.P.L.S. #4032



Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2963
From: Rebekah De La Fuente		
Subject: Discussion and consideration after public hearing on behalf of Steven Valdez to approve a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit at 418 S. Texas Blvd. Suite A, also being lot 4 and 5, Block 34, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)		
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit. Twenty-eight (28) property owners within 200 feet of the applicant's property were notified by letter on November 22, 2019.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Public Hearing		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission. Notice appeared in The Monitor on November 18, 2019.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the Conditional Use Permit request on December 4, 2019 with the condition that one (1) security guard is on duty during peak hours (10:00 pm to closing) and the hours of operation are as outlined on their flyer.		
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of the conditional use permit.		
Attachments, if any: 418 s texas - attachments, 418 S Texas- aerial		

Responsibilities upon Approval:

Staff will advise applicant



CUP 20-000007

APPLICATION FOR CONDITIONAL USE PERMIT

RECEIVED

NOV 07 2019

Planning &
Code Enforcement Dept.

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 4 & All 4 S Block 34Subdivision Name Weslaco Original TownsiteStreet Address 418 S. Texas Blvd Suite AExisting Zoning CO Existing Land Use COPurpose for the Conditional Use Permit Request Seeking approval for on-premise
License / Permit, wine & beer Retailer's Permit (B4)

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

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

APPLICANTName Steven M. Valdez Phone 956-279-9368Address 619 S. Georgia Ave Fax: _____City Weslaco State TX Zip Code 78756 E-Mail: StevenV1963@yahoo.com**OWNER**Name Merendo Weslaco LLC Phone 956-279-9368Address 418 S. Texas Blvd. Suite A Fax: _____City Weslaco State TX Zip Code 78756 E-Mail: StevenV1963@yahoo.com

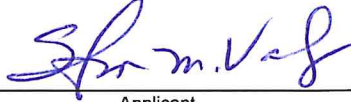
To the best of your knowledge are there any deed restrictions, restrictive covenants, etc., which would prevent the utilization of the property in the manner indicated?

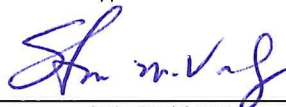
Yes _____

No ☒ _____

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

Signature  Date 11-7-19
Owner

Signature  Date 11-7-19
Applicant

Signature  Date 11-7-19
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published in Newspaper Date _____

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

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

CITY OF WESLACO

956-968-3181

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

REC#: 02569735 11/07/2019 2:38 PM

OPER: NV TERM: 039

REF#:

PAID BY:

ACCT #: XXXX-XXXX-XXXX-6700

AUTH #: 403117

TRAN #: 000000001480

TRAN: 202.0000 CONDITIONAL USE PERM

STEVEN M VALDEZ

101-400-1026

CONDITIONAL USE PER 305.00CR

TENDERED: 305.00 CREDIT CARD

APPLIED: 305.00-

CHANGE: 0.00



TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texans Helping Businesses & Protecting Communities

RECEIVED

NOV 07 2019

41,822

ON-PREMISE PREQUALIFICATION PACKET

Planning &

L-ON (8/2019)

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

Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit.

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

LOCATION INFORMATION

1. Application for: ☒ Original ☐ Add Late Hours Only License/Permit Number _____
- ☐ Reinstatement ☐ Reinstatement and Change of Trade Name License/Permit Number _____
- ☐ Change of Location ☐ Change of Location and Trade Name License/Permit Number _____

2. Type of On-Premise License/Permit

- | | |
|---|---|
| ☒ BG Wine and Beer Retailer's Permit | ☐ LB Mixed Beverage Late Hours Permit |
| ☐ BE Beer Retail Dealer's On-Premise License | ☐ MI Minibar Permit |
| ☐ BL Retail Dealer's On-Premise Late Hours License | ☐ CB Caterer's Permit |
| ☐ BP Brewpub License | ☐ FB Food and Beverage Certificate |
| ☐ V Wine & Beer Retailer's Permit for Excursion Boats | ☐ PE Beverage Cartage Permit |
| ☐ MB Mixed Beverage Permit | ☐ RM Mixed Beverage Restaurant Permit with FB |
| ☐ O Private Carrier's Permit -Brewpubs (BP) with a BG only | ☐ E Local Cartage Permit - Wine/Beer Retailers (BG) Only |

3. Indicate Primary Business at this Location

- | | | |
|---|--|--|
| ☐ Restaurant | ☐ Sporting Arena, Civic Center, Hotel | ☒ Bar |
| ☐ Grocery/Market | ☐ Sexually Oriented | ☐ Miscellaneous _____ |

4. Trade Name of Location (Name of restaurant, bar, store, etc.)

Cantina La Campana

5. Location Address

418 S. Texas Blvd. Suite A.

City

Weslaco

County

Hidalgo

State

TX

Zip Code

78596

6. Mailing Address

418 S. Texas Blvd Suite A.

City

Weslaco

State

TX

Zip Code

78596

7. Business Phone No.

456-279-9368

Alternate Phone No.

456-336-3672

E-mail Address

steven1963@yahoo.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. Owner of Business/Applicant (Name of Corporation, LLC, etc.)

Jows LLC

PRIMARY CONTACT PERSON

The primary contact person should be a person who can answer questions TABC may have about the application. The contact **phone** and **email** are **mandatory** and **must be active and updated regularly**. If additional information is needed, it will be requested from this contact person. **Delays in responding to requests may delay the processing and approval of your permit/license.**

- | | |
|--------------------------------------|---|
| 10. Contact Person: Steven M. Valdez | Relation to Business: President Primary Owner |
| Phone (mandatory): 456-279-9368 | Email (mandatory): steven1963@yahoo.com |

TABC DATESTAMP

11. Are you, the applicant, a veteran-owned business? ☐ Yes ☒ No
12. Are you, the applicant, a Historically Underutilized Business (HUB)? ☐ Yes ☒ No
13. Does any alcoholic beverage manufacturer, wholesaler or employee have an ownership interest in your business? ☐ Yes ☒ No
- If "Yes," attach explanation

14. 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	Valdez	First Name	MI	Title
		Steven	M	Manager
Last Name	Valdez	First Name	MI	Title
		Jedediah	E	Manager
Last Name	Casarez	First Name	MI	Title
		Oscar	B	Manager

MEASUREMENT INFORMATION

Section 109.31 et seq.

15. 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.

16. Will your business be located within 300 feet of any private/public school, day care or child care facility? ☐ Yes ☒ No
- 16.a If "YES," are the facilities located on different floors or stories of the building? ☐ Yes ☒ No

NOTE: For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.

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

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

60-DAY SIGN

19. As required under Section 11.391 and 61.381, enter the exact date the 60-Day sign was posted at your location. Exact Date (MM/DD/YYYY) *04/29/2019*

ALL APPLICANTS

20. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE ☐
I, the applicant, have confirmed I am not located in the city limits of any city, therefore, city certifications are not required.

COMPLETE THE FOLLOWING CHECKLIST BEFORE SUBMITTING YOUR APPLICATION

All required forms have been completed.	☒ Yes ☐ No
I have reviewed all forms to ensure they are complete.	☒ Yes ☐ No
I have obtained all required local and state certifications (pages 3-4).	☐ Yes ☐ No
All application packets have been notarized.	☒ Yes ☐ No
Certification of publication in local newspaper has been completed (page 4).	☐ Yes ☐ No
A copy of the newspaper publication is attached (page 4).	☒ Yes ☐ No
Phone numbers and email address for Contact Person are up to date.	☒ Yes ☐ No
If required, out of state criminal history checks are attached (PHS #7).	☒ Yes ☐ No
All additional documentation as required by the application packets is attached	☐ Yes ☐ No

WARNING AND SIGNATURE

IF APPLICANT IS SHOWN AS:

Proprietorship
Partnership
Corporation
Limited Partnership
Limited Liability Partnership
Limited Liability Company

WHO MUST SIGN:

Individual Owner
Partner
Officer
General Partner
General Partner
Officer/Manager

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

I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.

PRINT
NAME

Steven M. Valdez

SIGN
HERE

[Signature]
TITLE Manager

Before me, the undersigned authority, on this 14th day of Oct, 2019, 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

[Signature]
NOTARY PUBLIC



SEAL

CERTIFICATE OF CITY SECRETARY (FOR MB, RM & V)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN
HERE

City Secretary/Clerk

_____, TEXAS
City

SEAL

CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per Section 25.14 or Section 69.17 of the TABC Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG or BE)

SIGN
HERE

City Secretary/Clerk

_____, TEXAS
City

SEAL

**CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT
(LB & BL)**

Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

- ☐ The governing body of this city has by ordinance authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The governing body of this city has by ordinance authorized the sale of **beer** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN

HERE _____, TEXAS

City Secretary/Clerk

City

SEAL

CERTIFICATE OF COUNTY CLERK (FOR MB, RM & V)

Section 11.37

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

SIGN

HERE _____

SEAL

 **ARTURO GUJARDO, JR.**
County Clerk

HIDALGO

COUNTY

CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this 5 day of November, 2019, that the location for which the license/permit is sought is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☒ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders

(applicant must apply for FB with BG or BE)

SIGN

HERE _____

SEAL

 **ARTURO GUJARDO, JR.**
County Clerk

HIDALGO

COUNTY

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)

Chapters 29 & 70 et seq

- I hereby certify on this _____ day of _____, 20____, that one of the below are correct:
- ☐ The Commissioner's Court of the county has by order authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The Commissioner's Court of the county has by order authorized the sale of **beer** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN
HERE _____ COUNTY

County Clerk

SEAL**COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE**

Section 11.46 (b) & 61.42 (b)

This is to certify on this 7th day of November, 2019, 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 32071622586 Outlet Number 00001

Print Name of Comptroller Employee Milegros Cavaros

Print Title of Comptroller Employee Enforcement Officer

SIGN
HERE Mile Cavaros FIELD OFFICE McArthur 12H11

SEAL**PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL & V)**

Section 11.39 and 61.38

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

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

November 22, 2019

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, December 4, 2019, for the Planning and Zoning Commission and on or before December 17, 2019 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

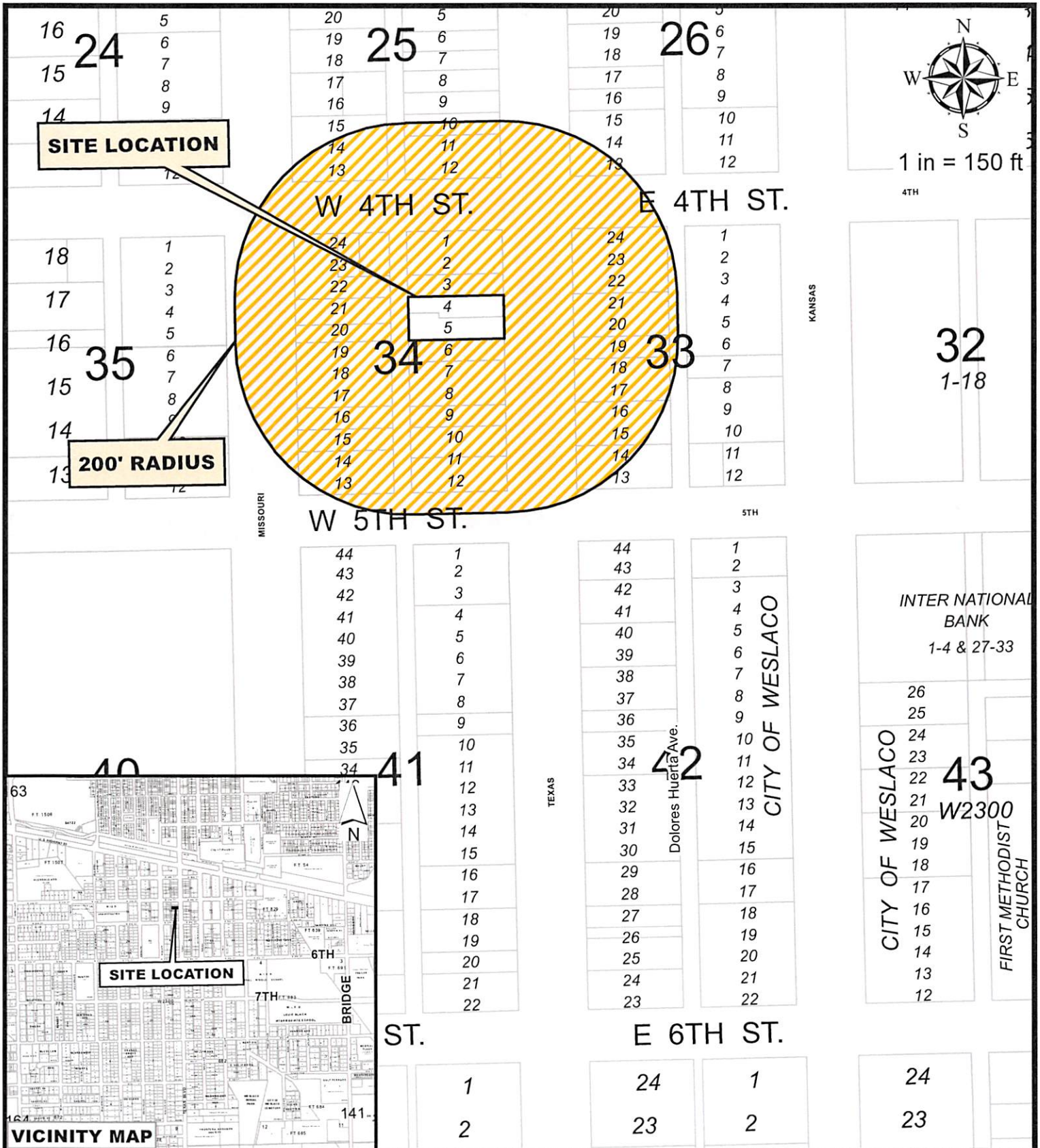
Steve Valdez is requesting a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit at 418 S. Texas Blvd. Suite A, also being lot 4 and 5, Block 34, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.

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,

Rebekah de la Fuente, CFM
Interim Planning Director



Steven M. Valdez
418 South Texas Blvd. Ste. A
Weslaco Original Townsite
W35'-S6'-Lot 4 & All of Lot 5 Blk 34

Purpose for the Conditional Use Permit request
Existing zoning: B-3 - Central Business District
Existing land use: Retail
CUP request: Wine and Beer Retailer



NOV 21, 2019

GONZALEZ VICTOR DANIEL 338 S TEXAS BLVD WESLACO TX 78596-6108	W2300-00-025-0010-00 WESLACO ORIGINAL TOWNSITE BLK 25 LT 10 338 S TEXAS BLVD	L: 19800 B: 41200
EVERETT ADELE JEFFERS 16 DOVER DR ENDICOTT NY 13760-4310	W2300-00-025-0011-00 WESLACO ORIGINAL TOWNSITE BLK 25 LTS 11-12 340 S TEXAS BLVD	L: 36300 B: 223955
AGD LP PO BOX 8097 WESLACO TX 78599-8097	W2300-00-025-0013-00 WESLACO ORIGINAL TOWNSITE LTS 13 ,14,15 BLK 25 OT 317 S MISSOURI AVE	L: 40013 B: 345314
AGD LP PO BOX 8097 WESLACO TX 78599-8097	W2300-00-026-0013-00 WESLACO ORIGINAL TOWNSITE BLK 26 LTS 13,14,15 345 S TEXAS BLVD	L: 54450 B: 295566
AGD LP PO BOX 8097 WESLACO TX 78599-8097	W2300-00-033-0013-00 WESLACO ORIGINAL TOWNSITE BLK 33 LTS 13-14 447 S TEXAS BLVD	L: 36300 B: 0
AGD LP PO BOX 8097 WESLACO TX 78599-8097	W2300-00-033-0015-00 WESLACO ORIGINAL TOWNSITE BLK 33 LTS 15-16 431 S TEXAS BLVD	L: 36300 B: 190696
VILLARREAL JUAN J & MIRTHALA 3818 B SHEA WESLACO TX 78596-9519	W2300-00-033-0017-00 WESLACO ORIGINAL TOWNSITE LOTS 1 7 & 18 BLK 33 0 S TEXAS BLVD	L: 36300 B: 183262
OLVERA ROGELIO & MARIA PO BOX 5537 HOUSTON TX 77262-5537	W2300-00-033-0019-00 WESLACO ORIGINAL TOWNSITE BLK 33 LT 19 419 S TEXAS BLVD	L: 19800 B: 145576
KIMBERLIN TROY 2711 S WESTGATE DR WESLACO TX 78596-3737	W2300-00-033-0020-00 WESLACO ORIGINAL TOWNSITE LOTS 2 0 & 21 BLK 33 415 S TEXAS BLVD	L: 36300 B: 164399
AMIGO STORES INC 1521 BEAUMONT AVE MCALLEN TX 78501-5143	W2300-00-033-0022-00 WESLACO ORIGINAL TOWNSITE LOT 22 -24 BLK 33 401 S TEXAS BLVD	L: 54450 B: 259371
OLIVARES ARNOLDO JR 513 ORCHARD COURT WESLACO TX 78596-5071	W2300-00-034-0001-00 WESLACO ORIGINAL TOWNSITE BLK 34 LTS 1,2 402 S TEXAS BLVD	L: 36300 B: 120700
HILL DENNISS I 310 N 12TH ST DONNA TX 78537	W2300-00-034-0003-00 WESLACO ORIGINAL TOWNSITE BLK 34 LT 3 405 S TEXAS BLVD	L: 19800 B: 120878

NOV 21, 2019

HILL DENNISS I 310 N 12TH ST DONNA TX 78537	W2300-00-034-0004-00 WESLACO ORIGINAL TOWNSITE LT 4 L ESS W 35'-S 6" BLK 34 408 TEXAS	L: 19800 B: 120878
VILLARREAL JUAN J & MIRTHALA 3818 B SHEA WESLACO TX 78596-9519	W2300-00-034-0004-01 WESLACO ORIGINAL TOWNSITE W35'-S 6'-LOT 4 & ALL OF LOT 5 BLK 34 418 S TEXAS BLVD	L: 19930 B: 65942
VILLARREAL JUAN J & MIRTHALA 3818 B SHEA WESLACO TX 78596-9519	W2300-00-034-0006-00 WESLACO ORIGINAL TOWNSITE BLK 34 LT 6 418 S TEXAS BLVD	L: 19800 B: 53913
WELLS CHARLES T & DOUGLAS LEE 412 S TEXAS BLVD WESLACO TX 78596-6201	W2300-00-034-0007-00 WESLACO ORIGINAL TOWNSITE BLK 34 LTS 7,8, & N1' OF 9 412 S TEXAS BLVD	L: 37026 B: 222491
WELLS CHARLES T & DOUGLAS LEE 412 S TEXAS BLVD WESLACO TX 78596-6201	W2300-00-034-0009-00 WESLACO ORIGINAL TOWNSITE BLK 34 LT 9 LESS 1' 412 S TEXAS BLVD	L: 19008 B: 117181
LIDSKY LUIS TRUSTEE PO BOX 684649 AUSTIN TX 78768-4649	W2300-00-034-0010-00 WESLACO ORIGINAL TOWNSITE BLK 34 LTS 10 & N10'-11 420 S TEXAS BLVD	L: 25410 B: 66233
RUDY'S PLAZA & PROPERTIES LLC 1201 VALLEY VIEW DR WESLACO TX 78596-5617	W2300-00-034-0011-00 WESLACO ORIGINAL TOWNSITE BLK 34 LTS S15'-11 & 12 116 W 5TH ST	L: 29040 B: 186806
AFFORDABLE HOMES OF SOUTH 1420 ERIE AVE MCALLEN TX 78501-5220	W2300-00-034-0013-00 WESLACO ORIGINAL TOWNSITE BLK 34 LTS 13-14 134 W 5TH ST	L: 33000 B: 100293
WELLS CHARLES T & DOUGLAS LEE 412 S TEXAS BLVD WESLACO TX 78596-6201	W2300-00-034-0015-00 WESLACO ORIGINAL TOWNSITE BLK 34 LOT 15 443 S MISSOURI AVE	L: 16500 B: 25060
WELLS CHARLES T & DOUGLAS LEE 412 S TEXAS BLVD WESLACO TX 78596-6201	W2300-00-034-0016-00 WESLACO ORIGINAL TOWNSITE BLK 34 LOT 16 0	L: 16500 B: 3170
WELLS CHARLES T & DOUGLAS LEE 412 S TEXAS BLVD WESLACO TX 78596-6201	W2300-00-034-0017-00 WESLACO ORIGINAL TOWNSITE BLK 34 LTS 17,18,19 413 S MISSOURI AVE	L: 40013 B: 9900
WILD AUGUST LLC 260 S TEXAS BLVD STE 400 WESLACO TX 78596-6191	W2300-00-034-0020-00 WESLACO ORIGINAL TOWNSITE S20' L OT 20 BLK 34 409 S MISSOURI AVE	L: 13200 B: 10781

NOV 21, 2019

WILD AUGUST LLC 260 S TEXAS BLVD STE 400 WESLACO TX 78596-6191	W2300-00-034-0020-01 WESLACO ORIGINAL TOWNSITE N5' LO T 20 & ALL LOT 21 BLK 34 407 S MISSOURI AVE	L: 19800 B: 27900
DAVIS RONALD B 1204 S BORDER AVE APT 626 WESLACO TX 78596-7443	W2300-00-034-0023-00 WESLACO ORIGINAL TOWNSITE BLK 34 LTS E35' OF 23 & 24 405 S MISSOURI AVE	L: 10500 B: 36364
DAVIS RONALD B 1206 S BORDER AVE APT 626 WESLACO TX 78596-7377	W2300-00-034-0023-01 WESLACO ORIGINAL TOWNSITE BLK 34 LTS W50'-23-24 ALL 22 207 W 4TH ST	L: 31494 B: 119506
CUELLAR MARIA H 740 S COCHRAN AVE APT 403 LOS ANGELES CA 90036-3844	W2300-00-034-0023-02 WESLACO ORIGINAL TOWNSITE BLK 34 LTS E25'-W75', 23 & 24 119 W 4TH ST	L: 6750 B: 15357

418 S Texas

Conditional Use Permit

Legend

 418 S. Texas

W 4th St

S Missouri Ave

88

S Texas Blvd

E 4th St

S Kansas Ave

E 5th St

Google Earth

© 2018 Google
© 2018 INEGI



300 ft



Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2964	
From: Rebekah De La Fuente			
Subject: Discussion and consideration after public hearing on behalf of SWG Engineering to approve Ordinance 2019-51 to rezone 1531 N. International Blvd. also being Adams Tract N25AC-S28.84AC FT 1038 EXC S660'-E330 20AC NET, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-51. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone 1531 N. International Blvd. Eighty-four (84) property owners within 200 feet of the applicant's property were notified by letter on November 22, 2019.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission. Notice appeared in The Monitor on November 18, 2019.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the rezone request on December 4, 2019.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval based on 2040 land use map.			
Attachments, if any: 1531 N International- aerial, 1531 n Int'l blvd - attachment, O2019-51 rezone 1531 N. International Blvd			

Responsibilities upon Approval:

Planning staff will advise applicant.

1531 N. International

Rezone Request

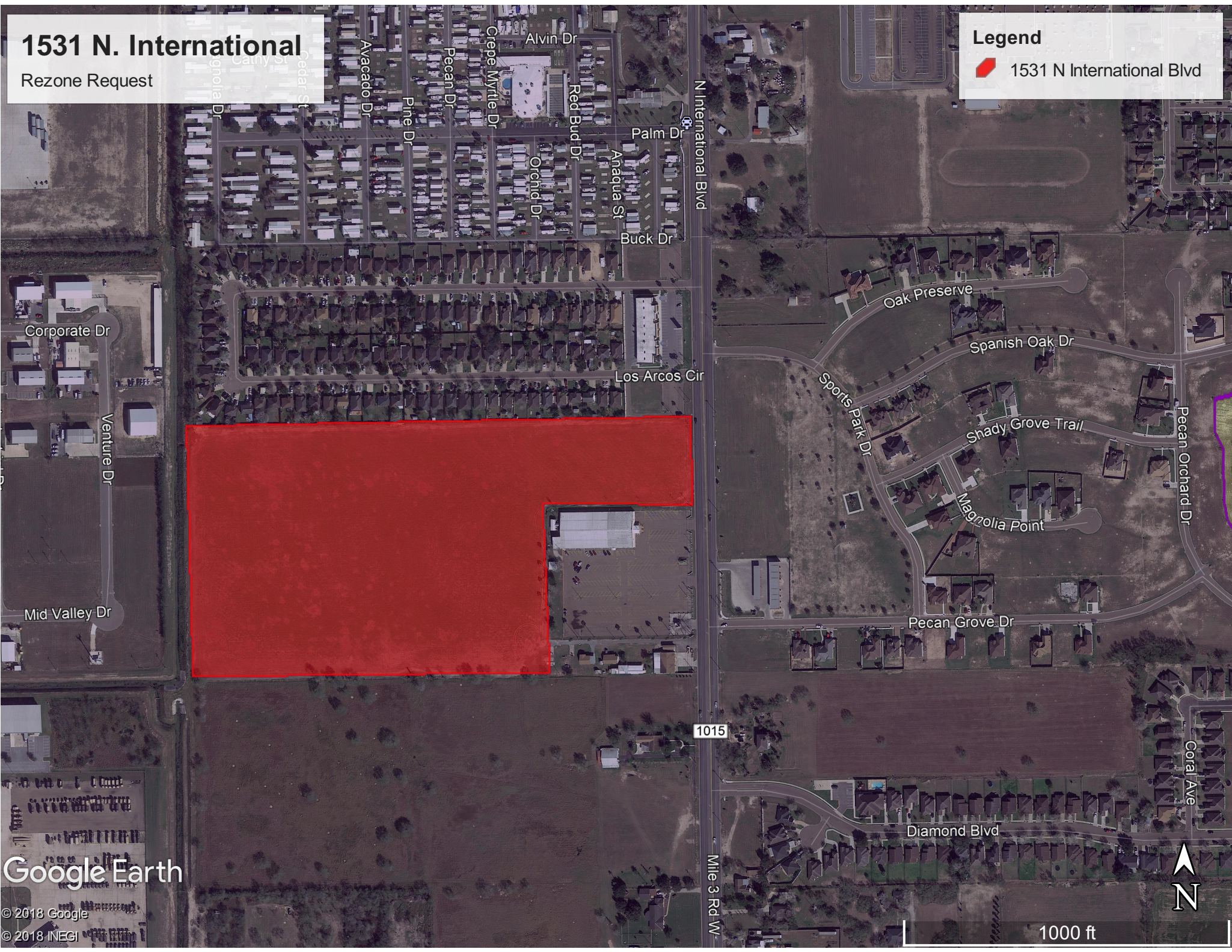
Legend

 1531 N International Blvd

Google Earth

© 2018 Google

© 2018 INEGI





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 20-00001

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot Farm Tract 1038 (West and Adams Tract Subd.) Block N/A

Subdivision Name Verona Subdivision

Street Address FM 1015 (N. International Blvd.)

Existing Zoning R-1 Existing Land Use Proposed detention areas

Proposed Zoning R-2 Proposed Land Use Four-plex subd.

✓ \$305.00 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 SWGEngineering Phone (956)968-2194

Address 611 Bill Summers Intl. Blvd. Fax: (956)968-8300

City Weslaco State TX Zip Code 78570 E-Mail: jreyes@siglerwinstongreenwood.com

OWNER

Name SHIVA Ventures, LLC Phone _____

Address 4900 N. 10th ST. Fax: _____

City McAllen State TX Zip Code 78504 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 _____ Date _____
Owner

Signature _____ Date _____
Applicant

Signature [Signature] Date Nov. 7. 2019
Authorized Agent

2019 TAX STATEMENT



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

Certified Owner:

CATHOLIC WAR VETERANS
1501 N INTERNATIONAL BLVD
WESLACO, TX 78599-9196

Legal Description:

ADAMS TRACT N25AC-S28.84AC FT 1038 EXC
S660'-E330 20AC NET

Account No: A0800-00-000-1038-03

Appr. Dist. No.: 108393

Legal Acres: 20.0000

Parcel Address: 1501 N INTERNATIONAL BLVD

As of Date: 11/05/2019

Print Date: 11/05/2019

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$320,000	\$0	\$320,000	\$320,000	\$0	\$0	\$320,000	\$0
Taxing Unit		Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
			Code	Amount			
HIDALGO COUNTY		\$320,000	OSP	\$311,480.00	\$8,520	0.5750000	\$48.99
DRAINAGE DIST #1		\$320,000	OSP	\$311,480.00	\$8,520	0.1051000	\$8.95
CITY OF WESLACO		\$320,000	OSP	\$311,480.00	\$8,520	0.6967000	\$59.36
Amount saved by additional sales tax revenue \$2.08							
WESLACO ISD		\$320,000	OSP	\$311,480.00	\$8,520	1.0687000	\$91.05
SOUTH TEXAS ISD		\$320,000	OSP	\$311,480.00	\$8,520	0.0492000	\$4.19
SOUTH TEXAS COLLEGE		\$320,000	OSP	\$311,480.00	\$8,520	0.1733000	\$14.77

Total Tax: \$227.31
Total Tax Paid to date: \$0.00
Total Tax Remaining: \$227.31

Exemptions:

OSP OPEN SPACE 1-D-1

AMOUNT DUE IF PAID BY:

12/02/2019 0%	12/31/2019 0%	01/31/2020 0%	03/02/2020 7%	03/31/2020 9%	04/30/2020 11%
\$227.31	\$227.31	\$227.31	\$243.22	\$247.77	\$252.31
06/01/2020 13%	06/30/2020 15%	07/31/2020 18 + up to 15%	08/31/2020 19 + up to 15%	09/30/2020 20 + up to 15%	11/02/2020 21 + up to 15%
\$256.86	\$261.41	\$308.45	\$311.10	\$313.68	\$316.30

School Information:

WESLACO ISD 2019 M&O 1.0487000 I&S .02000000 Total 1.0687000 2018 M&O 1.1397000 I&S .02000000 Total 1.1597000

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

4.1.68



Print Date: 11/05/2019

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157



A0800-00-000-1038-03

CATHOLIC WAR VETERANS
1501 N INTERNATIONAL BLVD
WESLACO, TX 78599-9196

AMOUNT PAID:

\$ _____

00001083930000022731

**SIGLER WINSTON GREENWOOD &
ASSOCIATES SWG ENGINEERING LLC**
611 Bill Summers Intl Blvd, WESLACO, TX 78596

LETTER OF TRANSMITTAL

DATE	#####	Job No. 19-104
ATTENTION: Rebekah De La Fuente		
RE:	Verona Subdivision - Rezoning	

To: City of Weslaco
Planning Department

WE ARE SENDING YOU

☐	Shop Drawings
☐	Copy of Letter

☒ Attached	☐ Under Separate Cover via _____
☐ Prints	☒ Plans
☐ Change Order	☐ Samples ☐ Specifications

Copies	Date	No.	Description
1	11/7/2019		\$305.00 Review Fee Check Number #4176
1	11/7/2019		Application for Rezoning
1	11/7/2019		Site Plan/Map
1	11/7/2019		School and City Tax Receipt

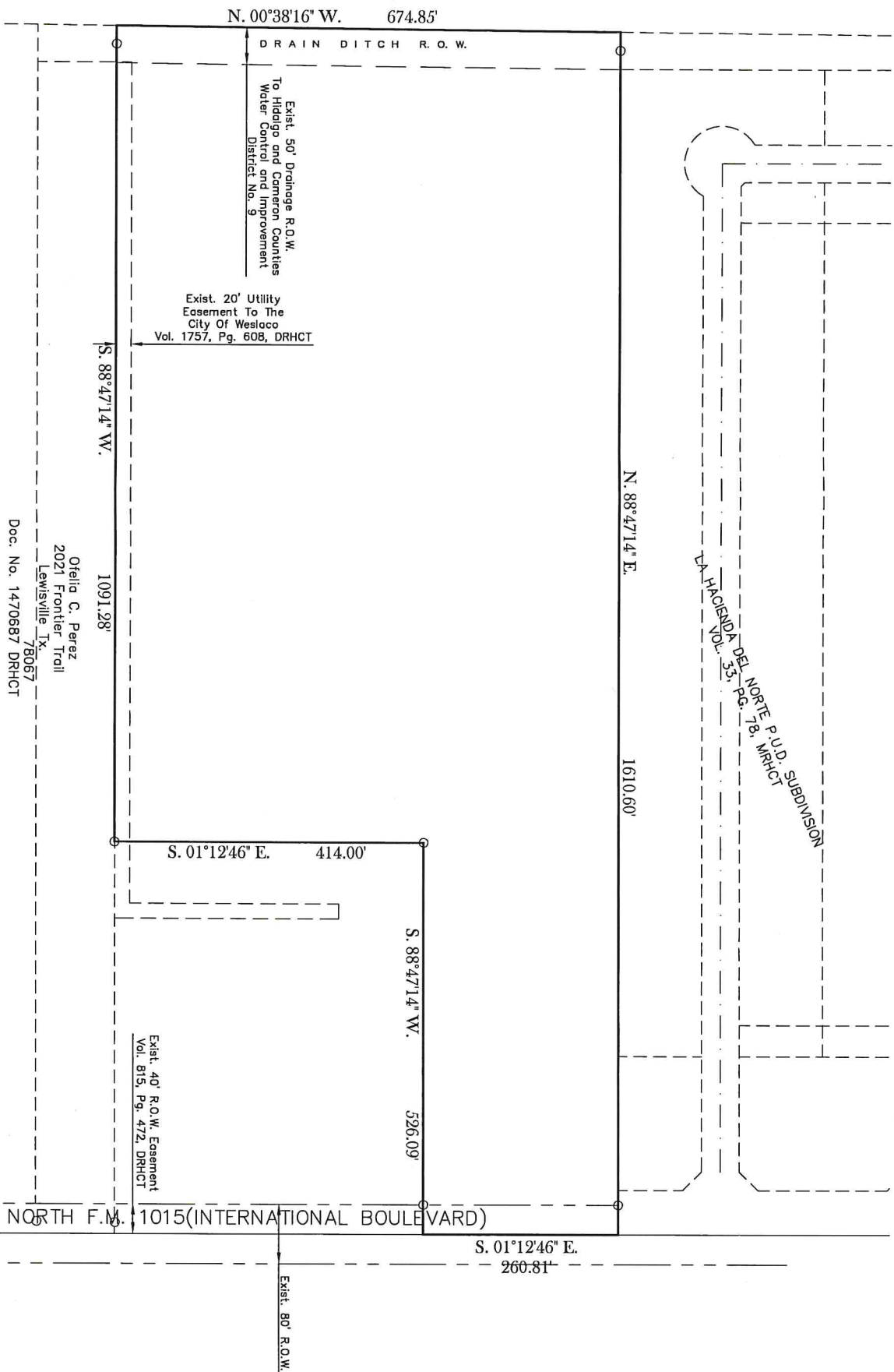
THESE ARE TRANSMITTED as checked below:

☒ For Approval	☐ Approved as Submitted	☐ Resubmit _____ copies for approval
☐ For Your Use	☐ Approved as Noted	☐ Submit _____ copies for distribution
☐ As Requested	☐ Returned for Corrections	☐ Return _____ corrected prints
☒ For Review and Comment		
☐ For Bids Due _____	☐ PRINTS RETURNED AFTER LOAN TO US	

REMARKS:

SIGNED UPON RECEIPT: _____

- LEGEND**
- SET ½" REBAR
 - ⊘ SET CPS (cotton picker spindle)
 - IRON PIN FOUND



SCALE 1"=200'
BASIS OF BEARING
IS THE 1983
TEXAS COORDINATE SYSTEM
NAD 83 TEXAS STATE PLANE
SOUTH ZONE U.S.

SURVEY PLAT OF
20.00 ACRES OF LAND
OUT OF FARM TRACT 1038
WEST AND ADAMS TRACT SUBDIVISION
RECORDED IN VOLUME 2, PAGE 34-37 MAP RECORDS
OF HIDALGO COUNTY, TEXAS

**Sigler,
Winston,
Greenwood,
& Associates, Inc.**

SWG ENGINEERING, LLC
WESLACO, TEXAS
TEXAS FIRM REGISTRATION NO. F-592
(956) 968-2194
SINCE 1945

This survey is being provided solely for the use of the current parties and that no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, which shall take place within a six (6) months time period.

This is to certify that the foregoing plat is, to the best of my knowledge, a true and complete representation of properties as surveyed under my direction.

Signed _____
Date _____

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

November 22, 2019

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, December 4, 2019, for the Planning and Zoning Commission and on or before December 17, 2019 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

SWG Engineering is requesting to rezone at 1531 N. International Blvd. also being Adams Tract N25AC-S28.84AC FT 1038 EXC S660'-E330 20AC NET, Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to R-2 Duplex and apartment 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,

Rebekah de la Fuente, CFM
Interim Planning Director



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City of Weslaco Code Enforcement Dept.

NOV 21, 2019

CARDENAS CONCEPCION ET UX 1009 N INTERNATIONAL BLVD WESLACO TX 78599-9157	A0800-00-000-1037-04 ADAMS TRACT 1AC-N24.24AC FT 1037 1AC NET 0	L: 16000 B: 28223
CARDENAS CONCEPCION ET UX 1009 N INTERNATIONAL BLVD WESLACO TX 78599-9157	A0800-00-000-1037-18 ADAMS TRACT FT 1037 N24.24AC EXC 1AC 23.24AC NET 0	L: 0 B: 0
PEREZ OFELIA C 716 N REPUBLIC ST WESLACO TX 78596-4765	A0800-00-000-1038-02 ADAMS TRACT S3.84AC-S28.84AC FT- 1038 3.84 AC NET 1497 N INTERNATIONAL BLVD	L: 126275 B: 117455
CATHOLIC WAR VETERANS 1501 N INTERNATIONAL BLVD WESLACO TX 78599-9196	A0800-00-000-1038-03 ADAMS TRACT N25AC-S28.84AC FT 10 38 EXC S660'-E330 20AC NET 1501 N INTERNATIONAL BLVD	L: 0 B: 0
CATHOLIC WAR VETERANS 1501 N INTERNATIONAL BLVD WESLACO TX 78599-9196	A0800-00-000-1038-04 ADAMS TRACT S660'-E330'-N25AC-S2 8.84AC FT 1038 5AC NET 1501 N INTERNATIONAL BLVD	L: 88000 B: 705197
RST TEXAS REAL ESTATE LP 1709 E PIKE BLVD WESLACO TX 78599-5026	L1063-00-002-0001-00 LA HACIENDA NORTH P.U.D LOT 1 TH RU 4 BLK 2 1609 N INT'L BLVD	L: 155928 B: 535724
RST TEXAS REAL ESTATE LP 2300 W PIKE BLVD STE 103 WESLACO TX 78596	L1063-00-002-0002-00 LA HACIENDA NORTH P.U.D LOT 2 BL K 2	L: 24723 B: 0
RST TEXAS REAL ESTATE LP 2300 W PIKE BLVD STE 103 WESLACO TX 78596	L1063-00-002-0003-00 LA HACIENDA NORTH P.U.D LOT 3 BL K 2	L: 24723 B: 0
RST TEXAS REAL ESTATE LP 2300 W PIKE BLVD STE 103 WESLACO TX 78596	L1063-00-002-0004-00 LA HACIENDA NORTH P.U.D LOT 4 BL K 2	L: 24005 B: 0
RST TEXAS REAL ESTATE LP 1709 E PIKE BLVD WESLACO TX 78599-5026	L1063-00-003-0001-00 LA HACIENDA NORTH P.U.D LOT 1 BL K 3 0 N FM 1015	L: 62195 B: 4594
ROBLEDO, JUAN 4108 HIDDEN CREEK CT COLUMBIA MO 65202-4130	L1063-00-004-0036-00 LA HACIENDA NORTH P.U.D LOT 36 B LK 4 3266 LOS ARCOS CIR	L: 13650 B: 33358
FAJARDO OSWALDO A & CHRISTINE L 3264 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0037-00 LA HACIENDA NORTH P.U.D LOT 37 B LK 4 3264 LOS ARCOS CIR	L: 14635 B: 35030

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GONZALEZ DENISE N & LUIS A 3262 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0038-00 LA HACIENDA NORTH P.U.D LOT 38 B LK 4 3262 LOS ARCOS CIR	L: 15135 B: 28733
REYNA DANIEL JR 3260 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0039-00 LA HACIENDA NORTH P.U.D LOT 39 B LK 4 3260 LOS ARCOS CIR	L: 18749 B: 38882
RODRIGUEZ ROGELIO 3258 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0040-00 LA HACIENDA NORTH P.U.D LOT 40 B LK 4 3258 LOS ARCOS CIR	L: 14625 B: 28931
OROZCO DELIA 3256 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0041-00 LA HACIENDA NORTH P.U.D LOT 41 B LK 4 3256 LOS ARCOS CIR	L: 15867 B: 30101
PUENTE SAMUEL 3254 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0042-00 LA HACIENDA NORTH P.U.D LOT 42 B LK 4 3254 LOS ARCOS CIR	L: 15074 B: 38615
AYALA, GREGORIO 144 LYON ST MERCEDES TX 78570-9711	L1063-00-004-0043-00 LA HACIENDA NORTH P.U.D LOT 43 B LK 4 3252 LOS ARCOS CIR	L: 15074 B: 31798
BURGOS, ANGEL L JR & LETIC 924 E 28TH ST WESLACO TX 78596-9502	L1063-00-004-0044-00 LA HACIENDA NORTH P.U.D LOT 44 B LK 4 3250 LOS ARCOS CIR	L: 15074 B: 32797
GARCIA HUGO J & ERIKA 3248 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0045-00 LA HACIENDA NORTH P.U.D LOT 45 B LK 4 3248 LOS ARCOS CIR	L: 15074 B: 38969
QUINTERO OMAR & JESUS 3246 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0046-00 LA HACIENDA NORTH P.U.D LOT 46 B LK 4 3246 LOS ARCOS CIR	L: 15074 B: 27899
HERNANDEZ RICARDO 3244 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0047-00 LA HACIENDA NORTH P.U.D LOT 47 B LK 4 3244 LOS ARCOS CIR	L: 15074 B: 39648
HOELSCHER JUDY ANN AKA JUDY 11915 N STEWART MISSION TX 78573-7327	L1063-00-004-0048-00 LA HACIENDA NORTH P.U.D LOT 48 B LK 4 3242 LOS ARCOS CIR	L: 15074 B: 27675
ALMANZA EDUARDO & JOHANA DEL 3240 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0049-00 LA HACIENDA NORTH P.U.D LOT 49 B LK 4 3240 LOS ARCOS CIR	L: 15074 B: 38067

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EQUITY HOLDING CORPORATION PO BOX 401624 LAS VEGAS NV 89140-1624	L1063-00-004-0050-00 LA HACIENDA NORTH P.U.D LOT 50 B LK 4 3238 LOS ARCOS CIR	L: 15074 B: 32431
CABRIALES VICENTA 3236 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0051-00 LA HACIENDA NORTH P.U.D LOT 51 B LK 4 3236 LOS ARCOS CIR	L: 15074 B: 29132
GARCIA TRANSITO 3234 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0052-00 LA HACIENDA NORTH P.U.D LOT 52 B LK 4 3234 LOS ARCOS CIR	L: 15074 B: 29181
HERNANDEZ ENRIQUE B & MARIA 504 E KENSINGTON RD APT C MT PROSPECT IL 60056-1241	L1063-00-004-0053-00 LA HACIENDA NORTH P.U.D LOT 53 B LK 4 3232 LOS ARCOS CIR	L: 15074 B: 32730
LEAL AMELIA 3230 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0054-00 LA HACIENDA NORTH P.U.D LOT 54 B LK 4 3230 LOS ARCOS CIR	L: 15074 B: 39204
MARTINEZ DORA A 3228 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0055-00 LA HACIENDA NORTH P.U.D LOT 55 B LK 4 3228 LOS ARCOS CIR	L: 15074 B: 38067
PEREZ GUADALUPE & IVANNA 3226 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0056-00 LA HACIENDA NORTH P.U.D LOT 56 B LK 4 3226 LOS ARCOS CIR	L: 15074 B: 32611
HERNANDEZ ANGEL E & MA 3224 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0057-00 LA HACIENDA NORTH P.U.D LOT 57 B LK 4 3224 LOS ARCOS CIR	L: 15074 B: 38067
VEGA ANALISA 3222 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0058-00 LA HACIENDA NORTH P.U.D LOT 58 B LK 4 3222 LOS ARCOS CIR	L: 15074 B: 39155
MARTINEZ GABRIEL XAVIER 3220 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0059-00 LA HACIENDA NORTH P.U.D LOT 59 B LK 4 3220 LOS ARCOS CIR	L: 15074 B: 32431
RIOS LUIS M 3218 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0060-00 LA HACIENDA NORTH P.U.D LOT 60 B LK 4 3218 LOS ARCOS CIR	L: 15074 B: 38616
PENA ADRAIN 3216 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0061-00 LA HACIENDA NORTH P.U.D LOT 61 B LK 4 3216 LOS ARCOS CIR	L: 15074 B: 27935

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DUNN CECILIA 3214 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0062-00 LA HACIENDA NORTH P.U.D LOT 62 B LK 4 3214 LOS ARCOS CIR	L: 15074 B: 38568
RAMOS CESAR A & SAN JUANITA 3212 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0063-00 LA HACIENDA NORTH P.U.D LOT 63 B LK 4 3212 LOS ARCOS CIR	L: 15074 B: 38067
ORANDAY ROSABEL 3210 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0064-00 LA HACIENDA NORTH P.U.D LOT 64 B LK 4 3210 LOS ARCOS CIR	L: 15074 B: 32431
MORALES EUGENIO 3208 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0065-00 LA HACIENDA NORTH P.U.D LOT 65 B LK 4 3208 LOS ARCOS CIR	L: 15074 B: 28085
FLORES RODOLFO RODRIGUEZ 3206 LOS ARCOS CIR WESLACO TX 78599-9045	L1063-00-004-0066-00 LA HACIENDA NORTH P.U.D LOT 66 B LK 4 3206 LOS ARCOS CIR	L: 15074 B: 29143
NGUYEN TAM THI PO BOX 763 WESLACO TX 78599-0763	L1063-00-004-0067-00 LA HACIENDA NORTH P.U.D LOT 67 B LK 4 3204 LOS ARCOS CIR	L: 15074 B: 38067
REYES ALBERTO DE LEON, SAN 3202 LOS ARCOS CIRCLE WESLACO TX 78599-9045	L1063-00-004-0068-00 LA HACIENDA NORTH P.U.D LOT 68 B LK 4 3202 LOS ARCOS CIR	L: 17079 B: 38165
NOVILLA GINA F & ELIZER V 3803 EVERGLADE DR WESLACO TX 78599-2775	L1063-00-005-0028-00 LA HACIENDA NORTH P.U.D LOT 28 B LK 5 3253 LOS ARCOS CIR	L: 19273 B: 41482
PENA JUAN B & MARIA DEL 2709 CHARLOTTE DR PHARR TX 78577-6829	L1063-00-005-0029-00 LA HACIENDA NORTH P.U.D LOT 29 B LK 5 3251 LOS ARCOS CIR	L: 15434 B: 38786
SALINAS ELIZABETH GONZALEZ 3249 LOS ARCOS CIR WESLACO TX 78599-9046	L1063-00-005-0030-00 LA HACIENDA NORTH P.U.D LOT 30 B LK 5 3249 LOS ARCOS CIR	L: 15434 B: 39634
RAMIREZ ARMANDO 339 LANGTON DR SAN ANTONIO TX 78216-6135	L1063-00-005-0031-00 LA HACIENDA NORTH P.U.D LOT 31 B LK 5 3247 LOS ARCOS CIR	L: 15434 B: 28219
RIZO JOSE D 3245 LOS ARCOS CIR WESLACO TX 78599-9046	L1063-00-005-0032-00 LA HACIENDA NORTH P.U.D LOT 32 B LK 5 3245 LOS ARCOS CIR	L: 15434 B: 43845

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GARCIA JUANA & FRANCISCA DURAN 3243 LOS ARCOS CIR WESLACO TX 78599-9046	L1063-00-005-0033-00 LA HACIENDA NORTH P.U.D LOT 33 B LK 5 3243 LOS ARCOS CIR	L: 15434 B: 32431
CATINGUB MARIA L & RENATO 3241 LOS ARCOS CIR WESLACO TX 78599-9046	L1063-00-005-0034-00 LA HACIENDA NORTH P.U.D LOT 34 B LK 5 3241 LOS ARCOS CIR	L: 15434 B: 40363
JUAREZ ALYSSANDRA 2110 W CORPUS CHRISTI DR WESLACO TX 78599-3969	L1063-00-005-0035-00 LA HACIENDA NORTH P.U.D LOT 35 B LK 5 3239 LOS ARCOS CIR	L: 15434 B: 38331
CAVAZOS ISABEL III III 820 S INDIANA AVE WESLACO TX 78596-6922	L1063-00-005-0036-00 LA HACIENDA NORTH P.U.D LOT 36 B LK 5 3237 LOS ARCOS CIR	L: 15434 B: 28219
VALENUELA BEATRIZ 3235 LOS ARCOS CIR WESLACO TX 78599-9046	L1063-00-005-0037-00 LA HACIENDA NORTH P.U.D LOT 37 B LK 5 3235 LOS ARCOS CIR	L: 15434 B: 38335
FAJARDO KEYLER O 3233 LOS ARCOS CIR WESLACO TX 78599-9046	L1063-00-005-0038-00 LA HACIENDA NORTH P.U.D LOT 38 B LK 5 3233 LOS ARCOS CIR	L: 15434 B: 35445
ACEVEDO MARY I 6527 CHAPEL FRST SAN ANTONIO TX 78239-3536	L1063-00-005-0039-00 LA HACIENDA NORTH P.U.D LOT 39 B LK 5 3231 LOS ARCOS CIR	L: 15434 B: 40370
RUBIO MARIA E 3229 LOS ARCOS CIR WESLACO TX 78599-9046	L1063-00-005-0040-00 LA HACIENDA NORTH P.U.D LOT 40 B LK 5 3229 LOS ARCOS CIR	L: 15434 B: 32431
SEPULVEDA JORGE & DALIA 3227 LOS ARCOS CIR WESLACO TX 78599-9046	L1063-00-005-0041-00 LA HACIENDA NORTH P.U.D LOT 41 B LK 5 3227 LOS ARCOS CIR	L: 15434 B: 38901
AYALA RENE ANGEL 1308 CITRINE DR WESLACO TX 78596-5151	L1063-00-005-0042-00 LA HACIENDA NORTH P.U.D LOT 42 B LK 5 3225 LOS ARCOS CIR	L: 15434 B: 28148
CAVAZOS ISABEL 820 S INDIANA AVE WESLACO TX 78596-6922	L1063-00-005-0043-00 LA HACIENDA NORTH P.U.D LOT 43 B LK 5 3223 LOS ARCOS CIR	L: 15434 B: 37660
GUERRERO HILARIA 3221 LOS ARCOS CIR WESLACO TX 78599-9046	L1063-00-005-0044-00 LA HACIENDA NORTH P.U.D LOT 44 B LK 5 3221 LOS ARCOS CIR	L: 15434 B: 33821

NOV 21, 2019

SOLIS ELIAZAR Jr 3219 LOS ARCOS CIR WESLACO TX 78599-9046	L1063-00-005-0045-00 LA HACIENDA NORTH P.U.D LOT 45 B LK 5 3219 LOS ARCOS CIR	L: 15434 B: 28376
MARMOLEJO RICHARD & VIRGINIA 3217 LOS ARCOS CIRCLE WESLACO TX 78599-9046	L1063-00-005-0046-00 LA HACIENDA NORTH P.U.D LOT 46 B LK 5 3217 LOS ARCOS CIR	L: 15434 B: 32431
HROVAT JULIE A 3320 LOS ARCOS CIR WESLACO TX 78599-9047	L1063-00-005-0047-00 LA HACIENDA NORTH P.U.D LOT 47 B LK 5 3215 LOS ARCOS CIR	L: 15434 B: 37302
RIOS LUIS 3213 LOS ARCOS CIR WESLACO TX 78599-9046	L1063-00-005-0048-00 LA HACIENDA NORTH P.U.D LOT 48 B LK 5 3213 LOS ARCOS CIR	L: 15434 B: 39656
JUAREZ DELINAH L 3211 LOS ARCOS CIR WESLACO TX 78599-9046	L1063-00-005-0049-00 LA HACIENDA NORTH P.U.D LOT 49 B LK 5 3211 LOS ARCOS CIR	L: 15434 B: 33573
ORITZ MARIA G & JUAN I MENDOZA 3209 LOS ARCOS CIR WESLACO TX 78599-9046	L1063-00-005-0050-00 LA HACIENDA NORTH P.U.D LOT 50 B LK 5 3209 LOS ARCOS CIR	L: 15434 B: 37718
CAVAZOS ISABEL III III 820 S INDIANA AVE WESLACO TX 78596-6922	L1063-00-005-0051-00 LA HACIENDA NORTH P.U.D LOT 51 B LK 5 3207 LOS ARCOS CIR	L: 15434 B: 32431
RODRIGUEZ JORGE L 3205 LOS ARCOS CIR WESLACO TX 78599-9046	L1063-00-005-0052-00 LA HACIENDA NORTH P.U.D LOT 52 B LK 5 3205 LOS ARCOS CIR	L: 15434 B: 45090
SOSA GUADALUPE P & MAURICIA A PO BOX 134 MERCEDES TX 78570-0134	L1063-00-005-0053-00 LA HACIENDA NORTH P.U.D LOT 53 B LK 5 3203 LOS ARCOS CIR	L: 15434 B: 27863
GARZA ARGELIA & ROLANDO 3201 LOS ARCOS CIR WESLACO TX 78599-9046	L1063-00-005-0054-00 LA HACIENDA NORTH P.U.D LOT 54 B LK 5 3201 LOS ARCOS CIR	L: 15074 B: 37851
TEXAS NAT'L GUARD ARMORY B PO BOX 5218 AUSTIN TX 78763-5218	M4011-02-000-0001-00 MID-VALLEY INDUSTRIAL PARK NO. 2 ALL LOT 1 EXC W169.60'-E679.42' 0 VO-TECH DR	L: 1060664 B: 4394699
TEXAS NAT'L GUARD ARMORY B PO BOX 5218 AUSTIN TX 78763-5218	M4011-02-000-0001-01 MID-VALLEY INDUSTRIAL PARK NO. 2 W169.60'-E679.42'-N285'-S315' L 0 E PIKE	L: 60420 B: 0

NOV 21, 2019

ECONOMIC DEV CORP OF WESLACO 275 S KANSAS AVE STE A WESLACO TX 78596-6158	M4011-04-000-0004-00 MID-VALLEY INDUSTRIAL PARK #4 LOT 4 1512 VENTURE DR	L: 55698 B: 0
S E S A FLEET SERVICES LLC PO BOX 67 WESLACO TX 78599-0067	M4011-04-000-0013-00 MID VALLEY INDUSTRIAL PARK 4 LOT 13 0 VENTURE DR	L: 42954 B: 185024
GONZALEZ ROBERTO A 1612 N 6TH ST MCALLEN TX 78501-2214	M4011-04-000-0014-00 MID VALLEY INDUSTRIAL PARK 4 LOT 14 1416 VENTURE DR	L: 30689 B: 0
GARCIA CYNTHIA & PAOLA 2260 DEER RUN CIRCLE BROWNSVILLE TX 78521-2859	M4011-04-000-0023-00 MID VALLEY INDUSTRIAL PARK 4 LOT 23 0	L: 30434 B: 0
MID VALLEY INDUSTRIAL PARK LLC 415 S AIRPORT DR STE A WESLACO TX 78596-5396	M4011-04-000-0024-00 MID VALLEY INDUSTRIAL PARK 4 LOT 24 0	L: 26893 B: 0
MID VALLEY INDUSTRIAL PARK LLC 415 S AIRPORT DR STE A WESLACO TX 78596-5396	M4011-04-000-0036-00 MID VALLEY INDUSTRIAL PARK 4 LOT 36 0	L: 34657 B: 0
VIASAT INC PO BOX 4900 DEPT 230 SCOTTSDALE AZ 85261-4900	M4011-04-000-0037-00 MID VALLEY INDUSTRIAL PARK 4 LOT 37 0	L: 31067 B: 0
MID VALLEY INDUSTRIAL PARK LLC 415 S AIRPORT DR STE A WESLACO TX 78596-5396	M4011-04-000-0038-00 MID VALLEY INDUSTRIAL PARK 4 LOT 38 0 MID VALLEY DR	L: 35316 B: 0
ECONOMIC DEV CORP WESLACO NICO-WFI LLC 1474 W PRICE RD STE 7 BROWNSVILLE TX 78520-8675	M4011-2A-000-0001-00 MID-VALLEY INDUSTRIAL PARK 2A LOT 1 1240 VO TECH DR	L: 264177 B: 1240324
LOPEZ ARTURO DDS 308 CARDINAL ST MCALLEN TX 78504-2739	P5005-01-00C-00C1-00 PECAN GROVE PH 1 LOT C1 BLK C 0 INT'L BLVD	L: 95906 B: 0
PECAN GROVE REAL ESTATE LTD 308 CARDINAL AVE MCALLEN TX 78504-2739	P5005-01-00C-00C2-00 PECAN GROVE PH 1 LOT C2 BLK C 0	L: 80814 B: 0
AAV CONTRUCTION AND 1103 N RAUL LONGORIA SAN JUAN TX 78589-3600	P5005-01-00C-00C3-00 PECAN GROVE PH 1 LOT C3 BLK C 0	L: 80814 B: 0

ORDINANCE NO. 2019-51

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1531 N. INTERNATIONAL BLVD ALSO BEING ADAMS TRACT N25AC-S28.84AC FT 1038 EXC S660'-E330 20AC NET, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-1 One-family dwelling district to R-2 Duplex and apartment district being 1531 N. International Blvd also being Adams Tract N25AC-S28.84AC FT 1038 EXC S660'-E330 20AC NET, 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 17th day of December, 2019.

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

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

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

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2966	
From:			
Subject: Discussion and consideration to award the best qualified, most advantageous response to the Request for Qualifications for the City of Weslaco Alton Landfill Post-Closure Care Monitoring (RFQ No. 2019-20-05). Possible action. (Staffed by Public Works Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Olga Garza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Landfill Post-Closure Evaluation Scores2			
Responsibilities upon Approval:			

City of Weslaco RFQ 2019-20-05 Landfill Post-Closure Care Monitoring Evaluation Scoring Matrix

	EVALUATOR	SCS	Ambiotec	TRC	Terracon	Tetra Tech	Raba Kistner
1	A	21	18	21	23	22	22
1	B	20	20	20	20	20	20
1	C	20	20	20	21	20	20
1	D	18	15	20	22	20	24
1	E	20	20	23	20	17	23
QUESTION #1 AVERAGE		19.80	18.60	20.80	21.20	19.80	21.80
2	A	18	18	19	23	23	21
2	B	20	20	20	20	20	20
2	C	18	15	20	20	15	20
2	D	15	5	20	20	5	20
2	E	23	20	24	23	20	18
QUESTION #2 AVERAGE		18.80	15.60	20.60	21.20	16.60	19.80
3	A	18	20	18	23	18	23
3	B	15	18	15	18	15	22
3	C	20	18	20	23	20	23
3	D	20	15	5	15	15	25
3	E	22	16	22	24	24	22
QUESTION #3 AVERAGE		19.00	17.40	16.00	20.60	18.40	23.00
4	A	25	25	25	25	25	25
4	B	18	18	18	18	18	20
4	C	18	18	18	20	20	20
4	D	20	20	22	20	5	22
4	E	22	15	20	22	5	20
QUESTION #4 AVERAGE		20.60	19.20	20.60	21.00	14.60	21.40
T/P	A	82	81	83	94	88	91
T/P	B	73	76	73	76	73	82
T/P	C	76	71	78	84	75	83
T/P	D	73	55	67	77	45	91
T/P	E	87	71	89	89	66	83
TOTAL POINTS AVERAGE		78.20	70.80	78.00	84.00	69.40	86.00
		SCS	Ambiotec	TRC	Terracon	Tetra Tech	Raba Kistner



Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2965	
From:			
Subject: Discussion and consideration of date and time for a City Commission Retreat to discuss the following: Land Use Master Plan, Solid Waste, Long Term Financials and Stability and Capital Outlay Projects. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2974	
From:			
Subject: Discussion and consideration to approve Resolution 2019-83 expressing support for application to the Texas Department of Housing and Community Affairs for the 2020 competitive nine-percent housing tax credits for Weslaco Village Apartments and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Ltr Mayor Suarez Weslaco 11-26-19, Prospera Background, Weslaco Village Summary 11-26-19, R2019-83 Support Weslaco Village Apartment tax credits			
Responsibilities upon Approval:			



*Empowering families for nearly 25 years
by providing safe, high-quality, affordable housing
and support services.*

November 26, 2019

Office of the Mayor, David Suarez
255 S. Kansas Ave.
Weslaco, Texas 78596

Honorable Mayor and Commissioners,

This letter serves to request your assistance on behalf of Prospera Housing Community Services (Prospera), a community-based nonprofit affordable housing developer headquartered in San Antonio, Texas. Our service area includes 32 counties throughout South Texas. Prospera operates Weslaco Village Apartments, a forty-year-old HUD Section 8 property located at 1601 S. Bridge Avenue in Commissioner District 2 and is preparing to apply for tax credits with the Texas Department of Housing and Community Affairs (TDHCA). Our application will compete with other projects throughout the state and success will depend maximizing our score. Securing the support of the City of Weslaco will be paramount in accomplishing our goal of getting an award to replace the aging existing structures with a newly constructed development updating the current 44 units Section 8 units and adding 6 market units to create an energy efficient mixed income property with resident services and current amenities.

At this time, we ask that informal direction to be given to your City Manager, Mr. Mike Perez and his staff to assist us in preparing the documentation required to maximize our application's score. This week Mr. Walter Martinez, Prospera's Sr. Housing Advisor for Public Policy visited with Mr. Perez to discuss this project and to identify a path to accomplish this goal. Improving the Weslaco Village Apartments will bring a variety of economic and community benefits to the City while simultaneously improving the lives of our tenants.

The specific request for assistance from the City of Weslaco includes the following:

- a) Adoption of a concerted Community Revitalization Plan.
- b) Resolution of City Commission Support for Weslaco Village.
- c) Resolution Endorsing the Project "as contributing more than any other in the revitalization plan".
- d) A letter from the Planning Department regarding "measurable improvements in the revitalization area".
- e) Commitment of local financial support of at least \$500 in the form of fee waivers or other similar assistance.

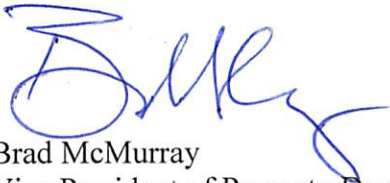
8610 N. New Braunfels, Suite 500
San Antonio, TX 78217-6397
P (210) 821-4300 F (210) 821-4303

Honorable Mayor and Commissioners
City of Weslaco
November 26, 2019
Page 2

We can provide samples of the above required documentation meeting TDHCA's requirements for consideration by your City staff, along with any consultation or support needed to maximize the application's score. Working together we hope to improve and extend the affordable housing opportunities for the residents of City of Weslaco by improving and extending the economic life of this existing affordable housing.

Thank you for your time and consideration. If you have any questions or would like to discuss this further, please don't hesitate to contact me at 210-821-4300.

Sincerely,



Brad McMurray
Vice President of Property Development
Prospera Housing Community Services

Enclosures: 1. Project Summary
 2. Prospera Background

Cc: Mr. Mike Perez, City Manager, City of Weslaco

7 REASONS PROSPERA COMMUNITIES MATTER



1. Not all “affordable housing is created equal”, Prospera builds and manages safe, quality affordable housing with enriched on-site resident services.
2. Affordable housing can take a resident’s expense of rent down from 70-80% of their income to 30% of their income if they qualify, leaving money and time for them and their families to prosper by focusing on improving their lives.
3. Affordable housing with resident services, like Prospera’s, is a supportive way for families to get their bearings around education stability, employment and income stability, food sustainability, healthcare stability in a community environment where families support one another.
4. Prospera residents have the food and nutrition assistance, enabling residents to establish and maintain healthier lifestyles. Where Prospera has service managers focused on these programs – research tells us the resident healthcare spend for hospital visits and other costs can decrease four-fold. That’s significant healthcare savings.
5. Prospera communities and staff welcome residents in the neighborhood to come and use Prospera’s resident services. Our residents encourage kids to join the afterschool program and deliver food from the food bank to qualified, needing families in their area. Prospera communities are a vibrant part of the area and Prospera residents become contributing members of the community.
6. Prospera’s affordable housing communities provide employees for the local workforce and provide local businesses reliable employees. Prospera residents are consumers and supporters of the local businesses in their areas.
7. Prospera communities are safe, and well-built, high-quality construction apartments. These well-maintained complexes blend in to the larger community.



About Prospera HCS

PROSPERA Housing Community Services is an experienced organization building and operating supportive housing in South Texas. We’ve been empowering families for 25 years by providing safe, high-quality, affordable housing with supportive services to those in need. Our supportive housing provides a starting point for pursuing goals, fulfilling dreams, restoring spirit, and building self-endurance - all leading to a brighter outlook. PROSPERA is a proven business model with continuous commitment to provide quality housing. As was the mission of our founders, we’re here for our residents who aspire to rent affordable, secure homes by maximizing life-stabilizing, transformational services. PROSPERA, led by a seasoned management team, has proven to be an excellent partner positively impacting employers, schools, residents, and commerce in our municipalities. Join PROSPERA! Let’s make a difference together.

Empowering families for 25 years by providing safe, high-quality, affordable housing with support services to those in need.



8610 N. New Braunfels Ave. Suite 500 • San Antonio, TX 78217-6397 • P 210.821.4300 • F 210.821.4303 • ProsperaHCS.org

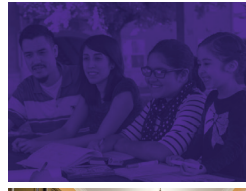
Helping Our Communities Prosper One Impact at a Time

At PROSPERA, our commitment to enhance opportunities for personal and professional success is exhibited through a wide range of supportive services provided to residents and surrounding neighborhoods. Our Resident Services programs are determined by identifying high-value key performance indicators that ensure the services provided throughout our Community Learning Centers are of optimal quality, and demonstrate the positive effects of service-enriched housing. Many of our Centers were designed by the U.S. Department of Housing and Urban Development (HUD) as part of the national Neighborhood Networks program, meeting specified standards of excellence for their operations. Using an initial assessment survey, our on-site Services Managers obtain baseline data for each community to tailor services around the following focus areas:

- Home Management
- Social and Community Engagement
- Transportation
- Income, Budget, and Employment Status
- Food Security and Nutrition
- Health and Mental Health
- Adult Education and Development
- Youth Education and Development

Thorough informal case management and intensive follow-up assessments allow us to address the impact of the services and programs designed to fit the needs and interests of each community. Our goal is to assist families and individuals to achieve a greater quality of life by implementing services and programs that fall into three main categories of service:

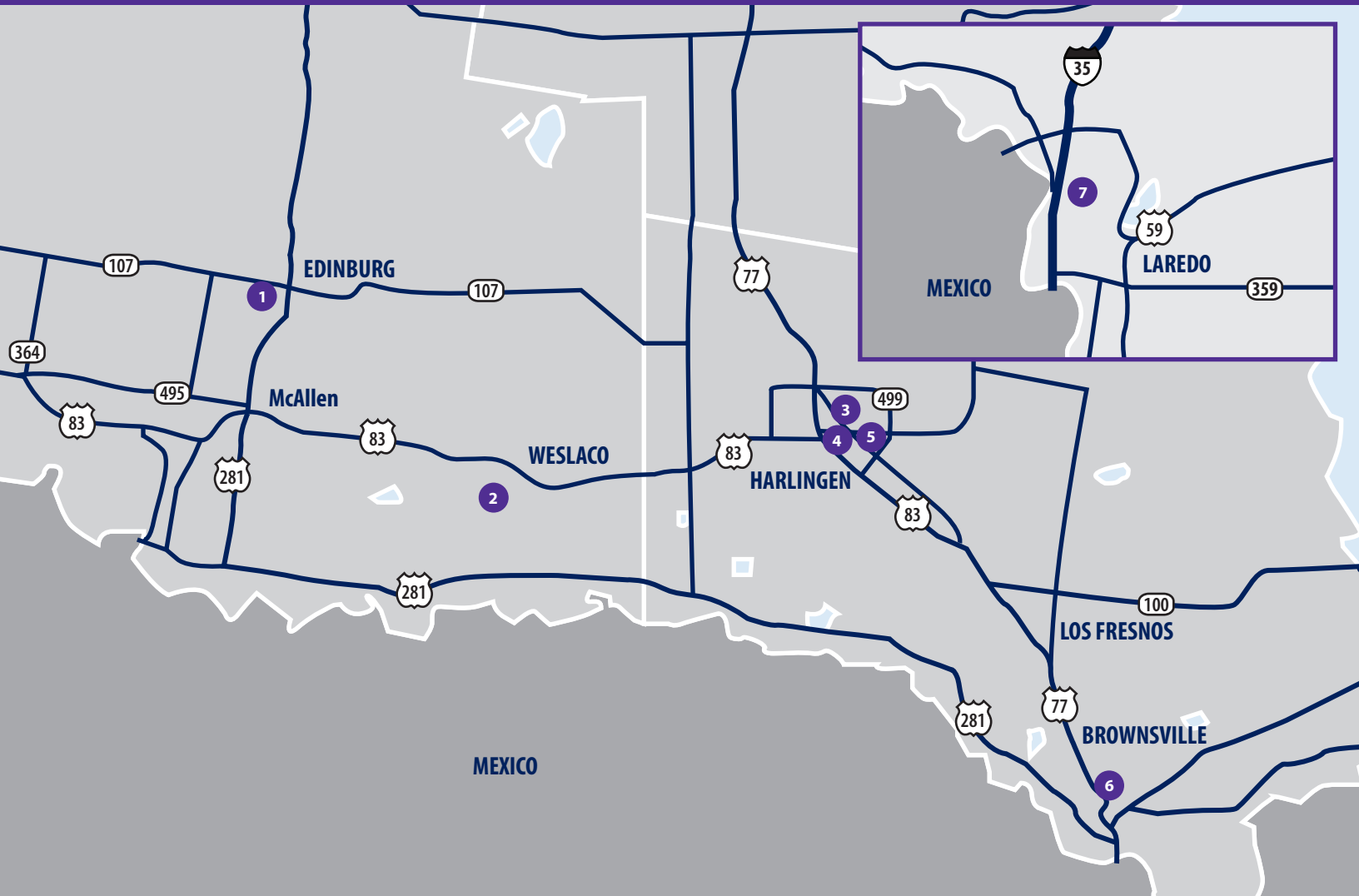
- Communities Prosper
- Strengthening Through Education
- Economic Stability



About Prospera HCS

PROSPERA Housing Community Services is an experienced organization building and operating supportive housing in South Texas. We've been empowering families for 25 years by providing safe, high-quality, affordable housing with supportive services to those in need. Our supportive housing provides a starting point for pursuing goals, fulfilling dreams, restoring spirit, and building self-endurance - all leading to a brighter outlook. PROSPERA is a proven business model with continuous commitment to provide quality housing. As was the mission of our founders, we're here for our residents who aspire to rent affordable, secure homes by maximizing life-stabilizing, transformational services. PROSPERA, led by a seasoned management team, has proven to be an excellent partner positively impacting employers, schools, residents, and commerce in our municipalities. Join PROSPERA! Let's make a difference together.

PROSPERA IN RIO GRANDE VALLEY



1. Sherwood Apartments

801 Greenbriar Drive, Edinburg, TX 78539

2. Weslaco Village Apartments

1601 South Bridge Avenue, Weslaco, TX 78596

3. North Star Village Apartments

411 Lozano Street, Harlingen, TX 78550

4. Robinhood Apartments

615 South F Street, Harlingen, TX 78550

5. Harrison Manor Apartments

601 South 17th Street, Harlingen, TX 78550

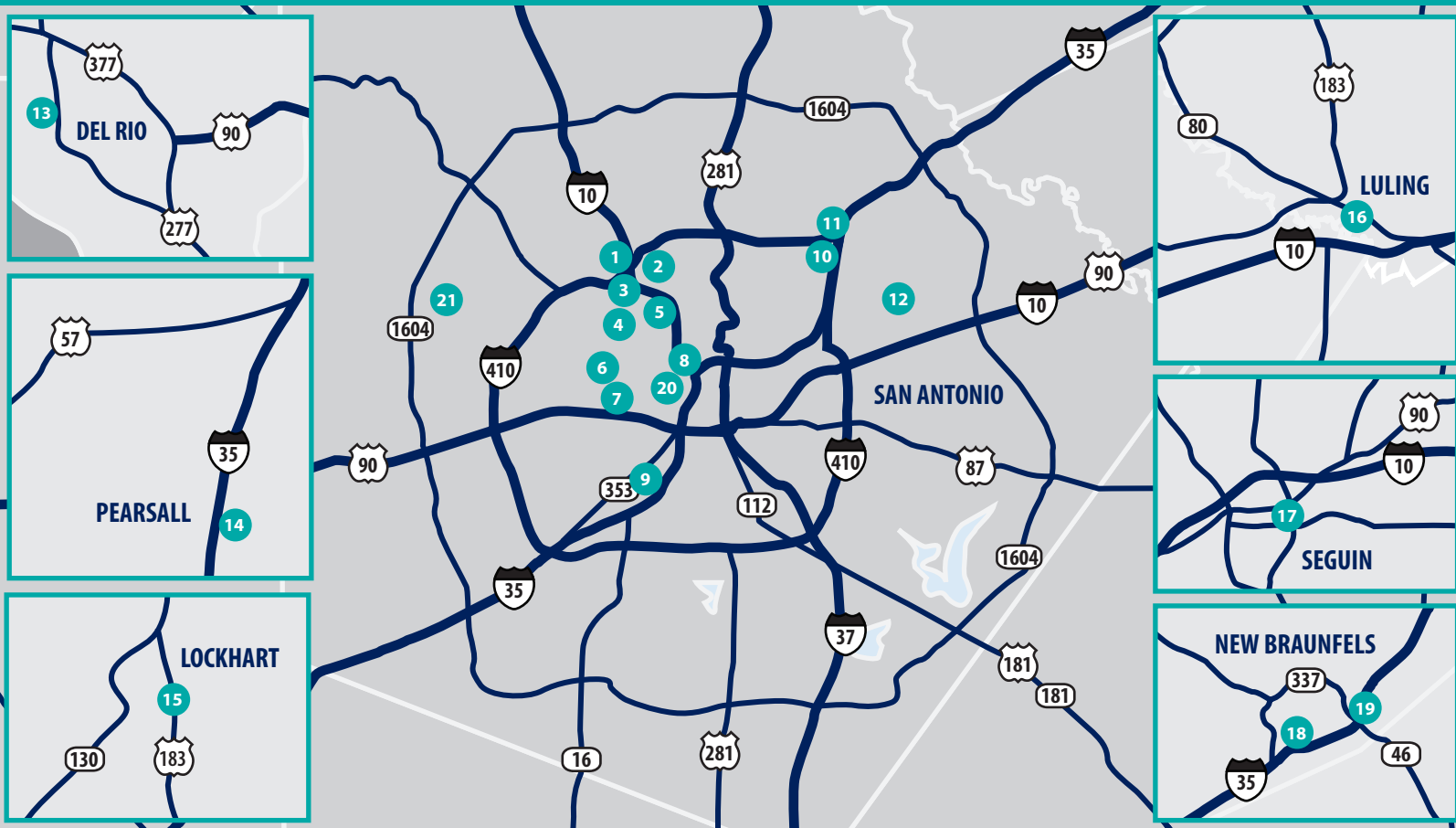
6. Cunningham Manor Apartments

2835 Rockwell Drive, Brownsville, TX 78521

7. Laredo Manor Apartments

300 East Mann Road, Laredo, TX 78041

PROSPERA IN SAN ANTONIO



1. Country Club Village Apartments
3500 Magic Drive, San Antonio, TX 78229

2. West Avenue Apartments
3747 West Avenue, San Antonio, TX 78213

3. La Risa Apartments
800 Babcock Road, San Antonio, TX 78201

4. Sutton Square Duplexes
919 Sutton Drive, San Antonio, TX 78228

5. Arbor Place Apartments
3815 West Avenue, San Antonio, TX 78213

6. West Durango Plaza Apartments
5635 W. Cesar E. Chavez Boulevard, San Antonio, TX 78237

7. Las Palmas Gardens Apartments
1215 Castroville Road, San Antonio, TX 78237

8. Vista Verde Apartments
910 North Frio Street, San Antonio, TX 78207

9. Guild Park Apartments
750 West Mayfield Boulevard, San Antonio, TX 78211

10. Oak Manor Apartments
2330 Austin Highway, San Antonio, TX 78218

11. Renaissance Village Apartments
8219 Perrin Beitel Road, San Antonio, TX 78218

12. Montabella Pointe Apartments
5121 North Foster Road, San Antonio, TX 78244

13. Rio Manor Apartments
600 West Cantu Road, Del Rio, TX 78840

14. Frio Apartments
1200 East Frio Street, Pearsall, TX 78061

15. Meadow Park Village Apartments
1200 Meadow Park Lane, Lockhart, TX 78644

16. Nolan Terrace Apartments
221 Peach Street, Luling, TX 78648

17. Seguin Manor Apartments
800 North Hwy 123 Bypass, Seguin, TX 78155

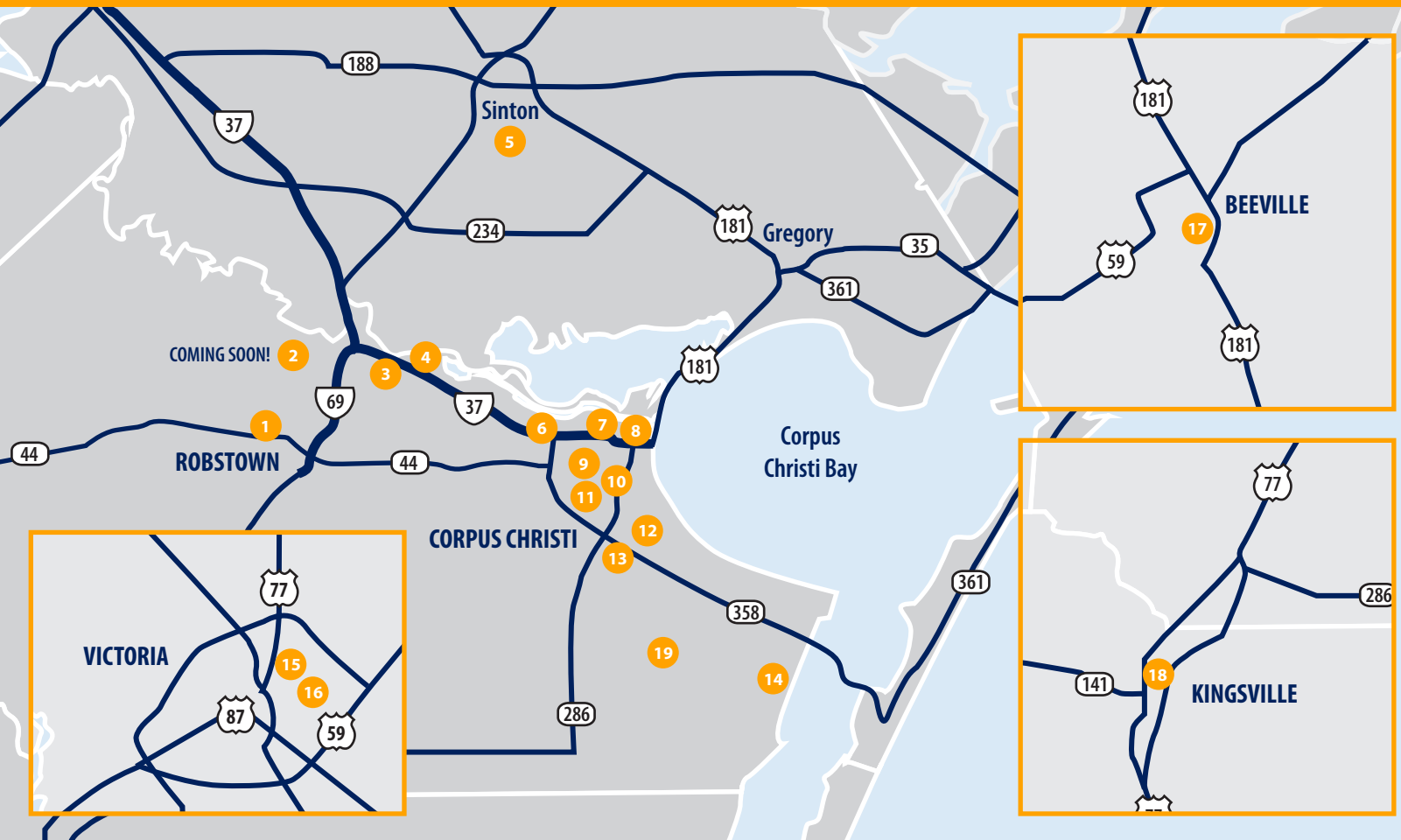
18. Bavarian Manor Apartments
614 Bavarian Drive, New Braunfels, TX 78130

19. Village Circle Apartments
101 Glenbrook Drive East, New Braunfels, TX 78130

20. Terraces at Haven for Hope
702 N. San Marcos, San Antonio, TX 78207

Coming Soon!
21. Starling Apartments
10148 Culebra Road, San Antonio, TX 78251

PROSPERA IN CORPUS CHRISTI



1. American GI Forum Village
1801 Bosquez Street #81, Robstown, TX 78380

2. Calallen Apartments
14838 NW. Blvd., Corpus Christi, TX 78410

3. Woodland Creek Apartments
11641 Leopard Street, Corpus Christi, TX 78410

4. LULAC West Park Apartments
10702 Interstate 37 Access Rd, Corpus Christi, TX 78410

5. LULAC Amistad Apartments
924 Flores Street, Sinton, TX 78387

6. Lantana Square Apartments
5802 Academy Drive, Corpus Christi, TX 78407

7. The Palms at Leopard Apartments
2725 Leopard Street, Corpus Christi, TX 78408

8. Elliott Grant Homes
901 North Alameda Street, Corpus Christi, TX 78401

9. Jefferine Lytle Estates
509 Old Robstown Road, Corpus Christi, TX 78408

10. Hacienda Senior Apartments
2625 Greenwood Drive, Corpus Christi, TX 78405

11. Casa de Manana Apartments
4702 Old Brownsville Road, Corpus Christi, TX 78405

12. Samuel Place Apartments
4315 Carroll Lane, Corpus Christi, TX 78411

13. Lexington Manor Apartments
5201 Kostoryz Road, Corpus Christi, TX 78415

14. Glenoak Apartments
711 Glenoak Drive, Corpus Christi, TX 78418

15. Fox Run Apartments
2008 Sam Houston Drive, Victoria, TX 77901

16. Houston House Apartments
103 Cornwall Drive, Victoria, TX 77904

17. Poesta Creek Apartments
1301 South Tyler Street, Beeville, TX 78102

18. Kingsville LULAC Manor Apartments
1220 North 17th Street, Kingsville, TX 78363

Coming Soon!

19. The Village at Henderson
5409 Lipes Blvd., Corpus Christi, TX 78413

**Weslaco Village Apartments
1601 South Bridge Avenue, Weslaco, Texas
50-unit Multifamily Development.**

Developer: TG 105, Inc. and Housing and Community Services, Inc.,
Texas non-profit corporations
Owner: TG 105 Weslaco Village, LP
CHDO: TG 105, Inc. Controlling Entity, Valley Board based (Harlingen /
Brownsville)

Project Based Section 8 Contract

Weslaco Village Apartments has a Housing Assistance Payments Contract (Section 8) covering 44 units and with this demolition/reconstruction extending the property's economic life. In addition, to the existing 44 Section 8 units, 6 additional market rate units, with no income restrictions, will be added to the project

Type of Project

The development will be a reconstruction and replace all units through demolition/new construction, remaining a family project.

Funding Sources:

Purchaser of Tax Credits	Ten years \$1,035,000 @ \$.95	\$ 9,831,516
Permanent Lien	TDHCA HOME Loan	\$ 2,500,000
Local Contribution	Fee Waiver	\$ 500
Other		<u>\$ 86,297</u>
	Total	\$12,418,313

Funding Uses:

Acquisition	\$ 600,000
Construction Costs	\$ 7,249,663
Soft Costs	\$ 3,148,000
Relocation	\$ 400,000
Financing Costs	\$ 870,650
Reserves	<u>\$ 150,000</u>
Total	\$12,418,313

Unit Configuration

Unit Type	Baths	Affordable Units	Market Units	Total Units
1br	1	8		8
2br	2	20	3	23
3br	2	14	3	17
4br	2	2		2
Total		44	6	50

Current Resident Income Levels

Resident Assistance - Existing residents will be provided temporary relocation assistance during the construction period. Expenses for relocation will be covered by the owner and existing residents will have priority to return to the property once construction is completed. Rents will remain the same and be based on a resident's ability to pay as required by HUD regulations.

Project will preserve 44 project-based Section 8 units.

- All units require the residents at the time of move-in to have total household income limited to 50% or less of the Area Median Income (AMI).
- Most Sec 8 residents have incomes below 30% AMI.
- Rent above resident's portion or 30% of their qualified income is paid directly by a Federal subsidy.

Select Energy and Other Project Highlights

The property will be demolished and reconstructed with a new, modern building design and configuration incorporating current energy efficient building technologies meeting or exceeding area building code.

Amenities – Community building with serving kitchen, computer center, resident services office, playground, and limited property access.

Energy efficiency – Appliances including refrigerator with ice maker, garbage disposal, and dishwasher, microwave over the stove, ceiling fans, energy efficient exterior windows, energy efficient insulation, and central HVAC.

Exterior – Modernized building including 30-year dimensional shingles and radiant barrier

Handicapped units - 5% of the units ADA compliant with 2% for seeing and hearing impaired.

Parking lot – upgraded to current city requirements

Services Coordinator and Computer Learning Center – Part-time Service Coordinator budgeted in operations, service coordinator office, and separate computer room designed specifically for computer learning center.

Location – Adjacent to Margo Elementary school for easy access for attending residents.

RESOLUTION 2019-83

Resolution of the City Commission of the City of Weslaco, Texas in support of the proposed affordable rental housing development known as Weslaco Village Apartments

WHEREAS, TG 105 Weslaco Village, LP has proposed a development for affordable rental housing at 1601 S. Bridge Ave., Weslaco, Texas 78596 named Weslaco Village Apartments in the City of Weslaco to demolish/reconstruct the existing 44 apartment units and add 6 market rate units for a total of 50 units when completed; and

WHEREAS, TG 105 Weslaco Village, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for the Weslaco Village Apartments

It is hereby RESOLVED, that the City of Weslaco, acting through its governing body, hereby confirms that it supports the proposed Weslaco Village Apartments located at 1601 S. Bridge Ave., Weslaco, Texas 78596 and that this formal action has been taken to put on record the opinion expressed by the City of Weslaco, and

FURTHER RESOLVED that for and on behalf of the Governing Body, Mayor David Suarez is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED this 17th day of December 2019 at a Regular Meeting of the City Commission of the City of Weslaco, Texas.

CITY OF WESLACO:

David Suarez
Mayor

ATTEST:

Myra L. Ayala Garza, City Secretary

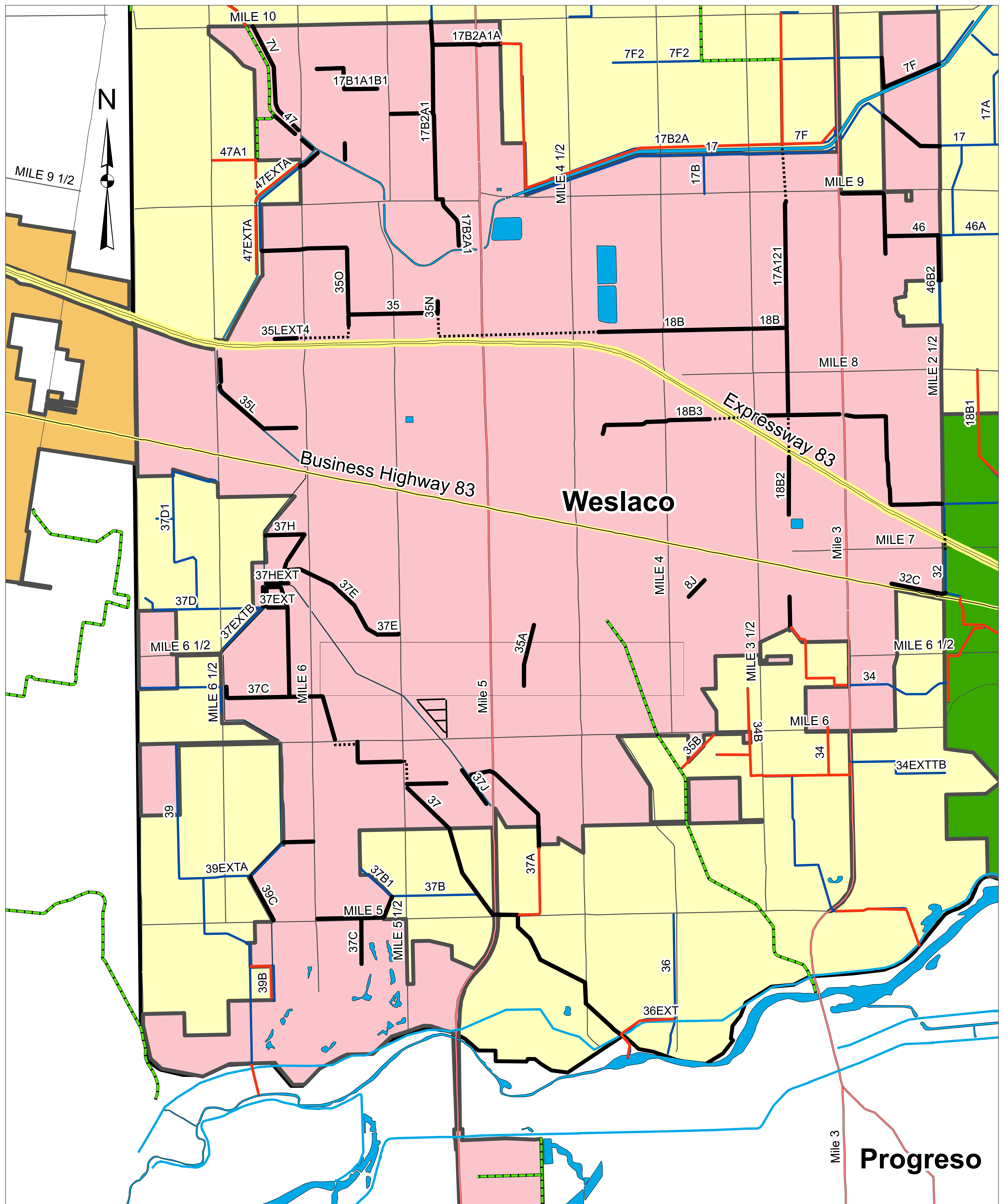
ATTEST AS TO FORM:

Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2975	
From:			
Subject: Discussion and consideration on Inter-local Agreement between City of Weslaco and Hidalgo and Cameron Counties Irrigation District No. Nine to grant Weslaco a license in, over and across the Weslaco designated ditches to access, maintain, operate, expand, and/or repair and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: HCDD#1 Drain Weslaco Maintenance Map, Drainage Interlocal HCCID9 and HCDD1 June 18th-2019			
Responsibilities upon Approval:			



Ditches Pending

Weslaco_Ditches

Underground Ditches

Accepted Ditches

Highways

Business_Hwy

County_Roads

FM_Roads

State_Roads

Mile_Roads

HCCDD1 Maintained

Water

Hidalgo Cities

City

Donna

Edcouch

Elsa

La Villa

Mercedes

Weslaco

hccid9 boundaries

Precinct1

ISSUED: Decemeber 2019

Approved By: _____

Reviewed By: _____

Drawn By: _____

Comments

Exhibit "A"

Interlocal With City Of Weslaco and

Hidalgo & Cameron Country Irrigation District No.9

HIDALGO & CAMERON COUNTIES

IRRIGATION DISTRICT #9

Randall Winston P.E.
General Manager

STATE OF TEXAS '
 '
COUNTY OF HIDALGO '

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. NINE
AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

This Interlocal Cooperation Agreement (this "Agreement") is made on this the 18th day of June, 2019 (the "Effective Date") by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (the "Drainage District") and HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. NINE (the "Irrigation District"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Irrigation District claims rights and interests in and to irrigation facilities and irrigation properties adjacent to such irrigation facilities situated in the County of Hidalgo, Texas (the "Irrigation Facilities") as shown on the maps and in the records of the Irrigation District;

WHEREAS, Irrigation District also claims rights and interests in property consisting of drainage ditches, the outfalls from such ditches, and adjacent properties for the purpose of drainage (each a "Ditch" or an "Outfall", as the case may be, and collectively the "Ditches") as shown on the maps and in the records of the Irrigation District;

WHEREAS, the Drainage District is responsible for proper drainage in certain areas of Hidalgo County and desires to utilize the Ditches for such purpose;

WHEREAS, the Drainage District (through Hidalgo County) and the Irrigation District have previously entered into interlocal agreements relating to the ownership and maintenance of all of the Ditches, which prior agreements are intended to be replaced in full by this Agreement;

WHEREAS, the Irrigation District desires to allow the Drainage District to utilize for County drainage purposes those portions of the Ditches (which term includes all associated Outfalls) which do not lie within the corporate limits of the City of Weslaco (and certain designated areas immediately adjacent thereto) and the City of Mercedes, all as are indicated on the map attached hereto as Exhibit "A" (the "DD#1 Designated Ditches");

WHEREAS, consistent with such past agreements, the Irrigation District desires to allow the Drainage District the right to acquire ownership of the DD#1 Designated Ditches (to the extent owned by the Irrigation District) upon the terms contained herein;

WHEREAS, the DD#1 Designated Ditches indicated in the color blue on Exhibit "A" (the "Accepted Ditches") have been accepted by the Drainage District and the Drainage District is currently maintaining such Ditches;

WHEREAS, the DD#1 Designated Ditches indicated in the color red on Exhibit "A" (the "Ditches Pending Acceptance") have not been accepted by the Drainage District and will not be until such time as the Irrigation District has completed the removal of debris/vegetation in such DD#1 Designated Ditches to the degree required by the Drainage District and in accordance with past practices (the "Ditch Cleaning");

WHEREAS, the Drainage District intends to accept each of the Ditches Pending Acceptance upon the Irrigation District's completion of the Ditch Cleaning;

WHEREAS, the Drainage District and the Irrigation District intend that upon the acceptance of each such Ditch by the Drainage District, that the map attached hereto as Exhibit "A" shall be updated accordingly;

WHEREAS, Irrigation District desires to grant to Drainage District a license in, over and across all of the Accepted Ditches to allow the Drainage District to access, maintain, operate, expand or repair the Accepted Ditches;

WHEREAS, the Drainage District desires to maintain and operate the Accepted Ditches in order to adequately serve the drainage needs of Hidalgo County;

WHEREAS, Irrigation District will benefit from the improvements to the Accepted Ditches made by the Drainage District and by the Drainage District's maintenance and operation thereof; and

NOW, THEREFORE, the Drainage District and the Irrigation District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **License.** Irrigation District hereby grants to the Drainage District a permanent, non-exclusive license to use the Accepted Ditches for the purpose of expansion, repair, maintenance or operation of the Accepted Ditches (the "License"). The License is conveyed AS IS, WHERE IS, WITH ALL FAULTS.
2. **Maintenance.** In consideration of the Irrigation District's granting of the License, the Drainage District agrees to accept all obligations for the maintenance of the Accepted Ditches and acknowledges that from the Effective Date until the termination of this Agreement, the Irrigation District shall have no obligation to maintain, operate or provide emergency operations for the Accepted Ditches.
3. **Acceptance of Ditches.** Irrigation District and Drainage District agree that upon the completion of the Ditch Cleaning of any Ditch Pending Acceptance, such Ditch shall become an Accepted Ditch. In such event, the Drainage District and the Irrigation District shall execute an addendum to this Agreement indicating the acceptance of such Ditch and attaching a mutually agreed to versions of Exhibit

“A”. Such addendum shall be approved by the governing bodies of both the Irrigation District and the Drainage District.

4. **Subdivision Plats.** The Drainage District agrees that it shall not approve any subdivision plat of lands upon which a Ditch is located unless the Irrigation District has also approved such plat in writing.
5. **Future Improvements.** The Irrigation District and the Drainage District agree that if their joint use of the Accepted Ditches interferes with each other's use and in the event it is necessary for either the Drainage District or the Irrigation District to alter, modify, or add to the facilities presently located or to be located within the Accepted Ditches, each party agrees to notify the other party at least sixty (60) days prior to any such activity and furnish necessary plans, specifications, and sketches showing the location and type of construction. Any such alterations, modifications, or additions shall be at the sole expense of the party conducting the same, and in the event it is necessary to relocate, alter or modify the other party's improvements situated within the Accepted Ditches, the party conducting the alteration, modification, or addition activities shall pay for all reasonable costs necessarily incurred by the other party in relocating or altering their improvements to accommodate the new alterations, modifications, or additions to any improvements situated within the Accepted Ditches. If in the opinion of either party, such alteration, modification, or new construction will injure, impair, or adversely affect the other party's use of the Accepted Ditches, such party may prescribe such reasonable regulations as necessary for its protection, provided however, that such regulations shall not extend to rerouting or relocation of any lines or improvements outside of the Accepted Ditches.
6. **Emergency Repairs.** The Drainage District shall have the right to perform all emergency repairs to the Accepted Ditches as deemed necessary by the Drainage District; provided, however, in the event of any emergency, when immediate action is necessary for the protection of the public and to minimize property damage and loss of investments, then the Irrigation District may, but shall have no obligation to, make such necessary emergency repairs as required under the circumstances. Immediately following such repairs, the party making same shall notify the other party of its action in writing, as soon as practical.
7. **Conveyance of Ditches to Drainage District.** In the event that during the term of this Agreement the Drainage District desires to obtain fee simple ownership of any of the Accepted Ditches from the Irrigation District (each an “Acquired Ditch”), the Drainage District may do so upon the following terms and conditions:
 - a. The Drainage District must provide the Irrigation District with (i) a letter electing to acquire fee simple title to such Acquired Ditch (the “Election”); (ii) a completed survey and metes and bounds descriptions of the Acquired Ditch (the “Survey”); and (iii) a title report of the Acquired Ditch verifying the Irrigation District's ownership interest in the Acquired Ditch (the “Title Report”).

- b. Within thirty (30) days after the Irrigation District's receipt of the Election, the Survey, and the Title Report, the Irrigation District shall convey its rights in and to the Acquired Ditch to the Drainage District by a quitclaim deed to be in a form reasonable acceptable to both the Irrigation District and the Drainage District (the "Quitclaim Deed").
 - c. The Quitclaim Deed shall contain a provision stating that such conveyance is AS IS, WHERE IS, WITH ALL FAULTS.
 - d. In the event that such Accepted Ditch is only partially owned in fee simple by the Irrigation District (whether acquired via recorded document or prescription) and the remaining portion of such Accepted Ditch is used by the Irrigation District pursuant to an easement (whether recorded easement or prescriptive easement) (the "Easement Only Area"), (i) the Quitclaim Deed shall convey all of the Irrigation District's fee simple title to the Accepted Ditch and (ii) the Drainage District shall continue to have the right to utilize the Easement Only Area pursuant to the license granted herein.
 - e. The Quitclaim Deed shall also contain a provision reserving unto the Irrigation District the right to allow owners of land within the Irrigation District to maintain connections of any agricultural use field drain or agricultural sub-soil drain into such Acquired Ditch; provided that such field drain or agricultural or sub-soil drain is draining agricultural lands and no significant part of any such land is used for any non-agricultural use. As used herein agricultural use would include the homestead and equipment storage facility for the owner of the land. Irrigation District agrees and acknowledges that in the event any such agricultural use lands are subdivided, then such property shall be subject to applicable subdivision regulations affecting such drains or the drainage of such property overall, which regulations shall control over the provisions of this Agreement as to such drains.
8. **Conflict of 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 later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
9. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
10. **Entire Agreement.** This Agreement contains the entire agreement 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 may be modified or amended only by agreement in writing executed by both parties, and not otherwise

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

12. **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 Drainage District:	Hidalgo County Drainage District No. 1 Attention: Chairperson, Board of Directors P.O. Box 1356 Edinburg, Texas 78540-0758
--------------------------	---

If to Irrigation District:	Hidalgo County Irrigation District No. Nine Attention: General Manager P.O. Box 237 Mercedes, Texas 78570
----------------------------	--

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.

13. **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.

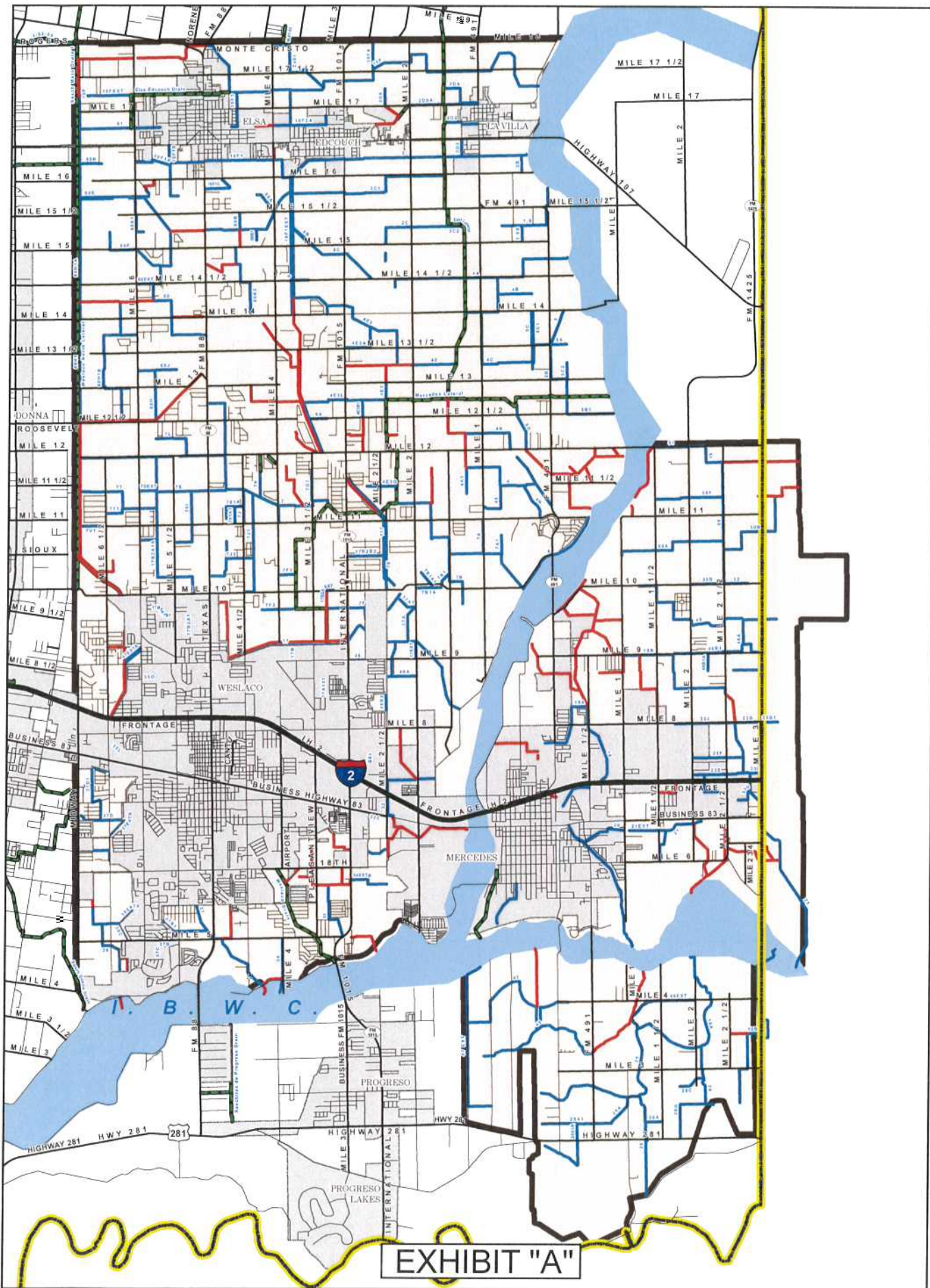
14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

15. **Assignment.** This Agreement shall not be assignable by either party.

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

17. **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 so often as may be appropriate.
18. **Authority to Execute.** The execution and performance of this Agreement by Hidalgo County and Irrigation District have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of the Drainage District and the Irrigation District in accordance with its terms.
19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

(signature page follows)



**HCCID #9
INTERLOCAL MAP
EFFECTIVE 06-18-2019**



- Legend**
- HCCID #9 Owned
 - Ditches Pending Acceptance (60 Miles)
 - Accepted Ditches (176 Miles)
 - City Limits
 - Hidalgo & Cameron Counties Irrigation District # 9
 - Hidalgo County Drainage District #1



**HIDALGO COUNTY
DRAINAGE DISTRICT No. 1**

902 DOOLITTLE RD.
EDINBURG, TX. 78542
TEL: (956) 292-7080
www.hccd1.org

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1.

By: Richard F. Cortez
RICHARD CORTEZ, Chairman of the Board

JONES, GALLIGAN, KEY & LOZANO, LLP

By: [Signature]
Legal Counsel for
Hidalgo County Drainage Dist. No. 1

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 6/18/19 [Signature]

HIDALGO AND CAMERON COUNTIES
IRRIGATION DISTRICT NO. NINE

By: [Signature]
RANDALL WINSTON, General Manager

AI -70896

5. G.

DRAINAGE DISTRICT SPECIAL

Meeting Date: 06/18/2019

Submitted For: Eli Villegas

Submitted By: Eli Villegas, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Discussion and Possible Action to Approve an Interlocal Cooperation Agreement with Hidalgo and Cameron Counties
'ringain District No. 9 for Maintenance of Approved Ditches and Authorize Execution of the Same.

BACKGROUND

Fiscal Impact

Attachments

HCCIDNo9 ICAEx A

Form Review

Inbox

Reviewed By

Date

Final Approval

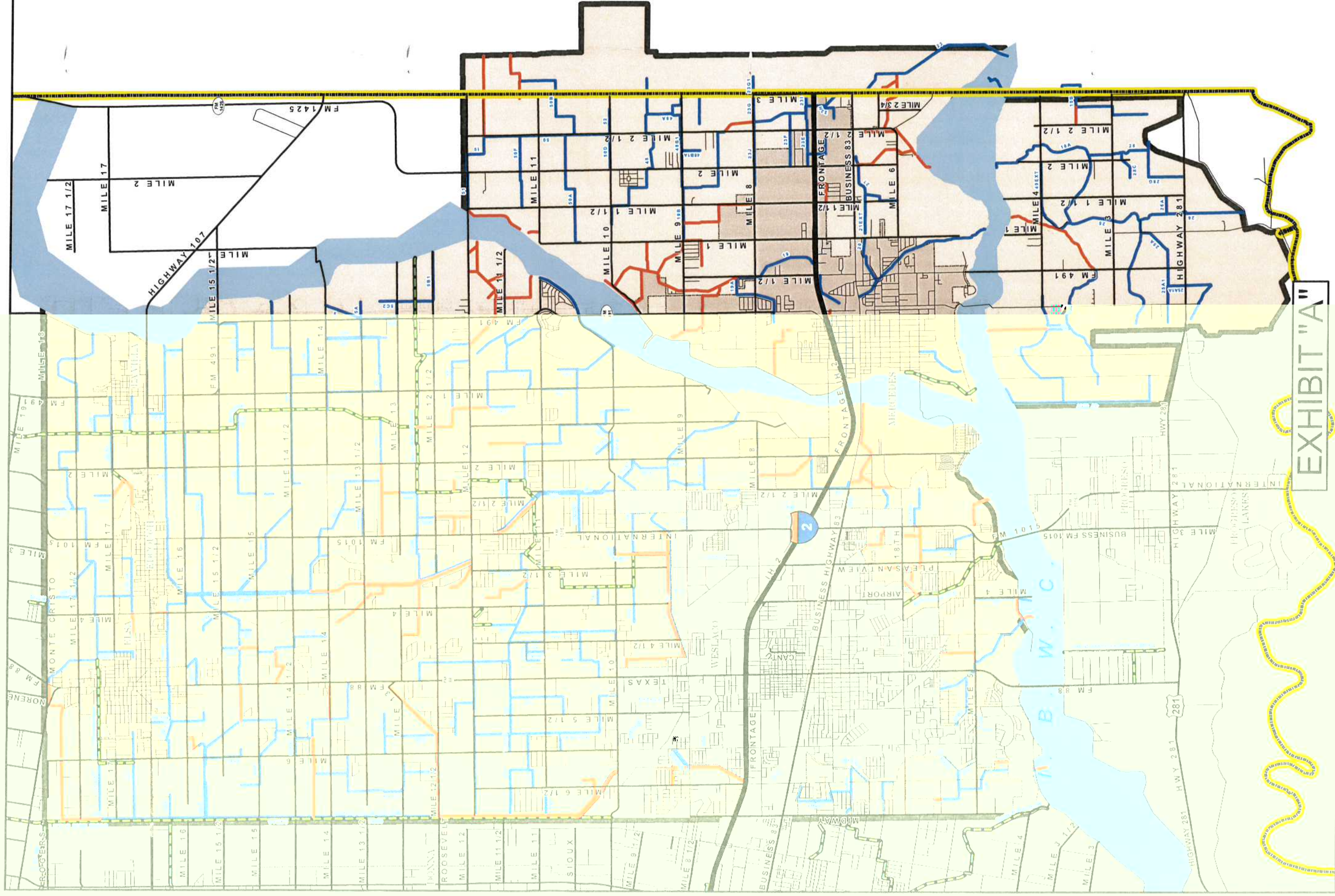
Nora Cavazos

06/14/2019 05:49 PM

Form Started By: Eli Villegas

Started On: 06/14/2019 02:29 PM

Final Approval Date: 06/14/2019



Legend



1 inch = 3,000 feet

HCCID #9
INTERLOCAL MAP
EFFECTIVE 06-18-2019



HIDALGO COUNTY
DRAINAGE DISTRICT No. 1

902 DOOLITTLE RD.
EDINBURG, TX. 78542
TEL: (956) 292-7080
www.hcdd1.org

Hidalgo County Drainage District #1

Hidalgo County Drainage District #1

Document Path: W:\Presentations\2013\05-14-2019 HCID9 Interlocal Map.mxd

Date Saved: 6/14/2019



Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2976	
From:			
Subject: Discussion and consideration on Mutual Aid Agreement between City of Weslaco and Tu VIDA Medical Transport, Inc. for ambulance mutual aid services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background: MOU interlocal Agreement between City of Weslaco and Tu VIDA Medical Transport, Inc. for ambulance mutual aid services. EMS Mutual aid in times of disasters, low resource levels due to multiple calls and or Structure fires.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Antonio Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: MOU Vida			
Responsibilities upon Approval:			

**CITY OF WESLACO AND TU VIDA MEDICAL TRANSPORT, INC.
MUTUAL AID AGREEMENT**

Section 1. PURPOSE

This agreement is made and entered into for an Interlocal Agreement for Ambulance Mutual Aid between, City of Weslaco, 255 S Kansas Ave, Weslaco, Texas 78596, and Tu VIDA Medical Transport, Inc., 914 S. Utah, Suite A1, Weslaco, Texas 78596.

For purposes of this Mutual Aid Agreement, EMS Provider means City of Weslaco and Tu VIDA Medical Transport, Inc.

The purpose of this agreement is to provide for mutual aid for the sharing and performance of the functions of pre-hospital patient care and ambulance transportation. This agreement is made pursuant to the authority granted by the Texas Administrative Code under Chapter 25, Part 1, Chapter 157, Subchapter B, Rule 157.11.

This agreement recognizes that the prompt, full, and effective utilization of the personnel, apparatus, equipment, supplies, and other resources of the respective EMS Provider is essential to the safety, care, and welfare of the people of the jurisdictions which they serve.

Section 2. RIGHTS, DUTIES, AND RESPONSIBILITIES

1. Whenever a representative of an EMS Provider feels it is advisable to request assistance from another EMS Provider, which is party to this agreement, it is authorized to do so. Circumstances which could justify requesting aid under this agreement would include, but are not limited to, the following:

(a) unavailability of an ambulance for response within the service area in which a medical emergency has occurred;

(b) unavailability of resources in circumstances where a patient would reasonably benefit from another EMS Provider's resources and assistance;

(c) a potential for prolonged or delayed response by an ambulance from the requesting jurisdiction; and

(d) a major EMS incident in which the resources of the local EMS Provider system are not adequate to provide effective and efficient pre-hospital care and ambulance transportation for the victims of the incident.

The EMS Providers participating in this agreement and their personnel acknowledge the authority to direct a mutual aid response under this agreement whenever the physician feels that such a response is within the patient's best interests.

2. The representative of an EMS Provider receiving a request for mutual aid under this agreement shall immediately take the following actions:

(a) determine if the requested apparatus and personnel can be spared in response to the request while continuing to provide reasonable protection to persons within its jurisdiction;

(b) determine the exact mission to be assigned in accordance with the plans and procedures drawn in support of this agreement; and

(c) dispatch the apparatus and personnel requested, or such apparatus and personnel as can be spared, with complete instructions as to the mission.

3. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request shall immediately inform the party requesting aid, for any reason, if assistance cannot be rendered.

4. The apparatus, personnel, and equipment of the assisting provider shall come under the operational control of the senior representative of the requesting provider. However, the apparatus, personnel and equipment of the assisting provider shall remain under the immediate supervision of, and shall be the immediate responsibility of, the senior representative of the assisting provider. The senior representative of the assisting provider may withdraw assistance at his own discretion after due notice to the senior representative of the requesting provider.

5. If the senior representative of the requesting provider requests a representative of an assisting EMS Provider to assume command, he shall not, by relinquishing command, be relieved of responsibility for the operation.

6. The representatives of the assisting provider shall be empowered to provide patient care under the procedures and protocols in effect in assisting provider's jurisdiction, subject only to recognition of the operational control of the senior representative of the requesting provider.

7. The personnel of the EMS Providers which are party to this agreement are invited and encouraged on a reciprocal basis to frequently visit each other's area of responsibility to jointly conduct pre-incident planning, training sessions, and drills.

8. The EMS Providers which are party to this agreement are encouraged to provide each other with a complete listing of their personnel by level of certification, a complete listing of their vehicles by Texas Department of State Health Services permit category, a complete listing of any specific equipment or capabilities which the provider possesses, and a clear depiction of its primary service area on a standard map. This information will be used for the planning and coordination of regional mutual aid response and should be updated at least annually or more frequently upon request.

Section 3. LIABILITY

An EMS Provider or its members rendering aid pursuant to this agreement shall not be held liable for any act or omission in good faith on the part of such forces while so engaged, or on account of maintenance or use of any equipment or supplies in connections herewith.

Section 4. COMPENSATION IN CASE OF ACCIDENT

Each EMS Provider agrees to provide for the payment of compensation to members of its own EMS department who sustain injury or death benefits to the representatives of deceased members who were killed while rendering assistance pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within the EMS Provider's service area or jurisdiction.

Section 5. FINANCE

Each EMS Provider rendering assistance under this agreement will be responsible for all their own financial obligations or losses incurred while providing aid under this agreement. Each EMS Provider receiving aid under this agreement agrees that the EMS Provider rendering aid may bill the patient or the patient's third-party carrier, as appropriate, at the assisting provider's prevailing rate for supplies, equipment, transport, and other services.

Section 6. SUPPLEMENTARY AGREEMENTS

Nothing herein shall preclude an EMS Provider from entering into supplementary agreements with another EMS provider. However, each EMS Provider shall be informed of and provided with written copies of all supplementary agreements entered into by another EMS provider.

Section 7. SEVERABILITY

This agreement shall be construed to effectuate the purpose stated in Section 1, hereof If any provision of this agreement is declared unconstitutional, or the applicability thereof to any persons or circumstances is held invalid, the constitutionality of the remainder of the agreement and the applicability thereof to other persons and circumstances shall not be affected.

Section 8. CANCELLATION OF MUTUAL AID AGREEMENT

This agreement shall continue in force and remain binding on each party EMS Provider until canceled by mutual agreement of the parties hereto or by written notice of one party to the other party giving thirty (30) days written notice of said cancellation. This agreement will remain in force until canceled or replaced by another agreement.

Section 9. IMPLEMENTATION

This agreement shall be effective as to each of the participating EMS Provider as of the date upon which this instrument is signed by a duly authorized official.

SECTION 10. AGREEMENT

CITY OF WESLACO

I, the authorized representative for City of Weslaco, do hereby agree to the above mutual aid agreement.

Signed: _____ Title: _____

Date: _____

Printed Name: _____

VIDA EMS

I, the authorized representative for Tu VIDA Medical Transport, Inc., do hereby agree to the above mutual aid agreement.

Signed: _____ Title: _____

Date: _____

Printed Name: _____



Standardized Agenda Request Form

Date of Meeting: December 17, 2019		Agenda Item No. (to be assigned by CSO): 2019-2977	
From:			
Subject: Discussion and consideration on Mutual Aid Agreement between City of Weslaco and South Point EMS for ambulance mutual aid services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background: MOU Interlocal Agreement between City of Weslaco and South Point EMS for ambulance mutual aid services. Mutual aid in times of disasters, low resource levels due to multiple calls and or Structure fires.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Antonio Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: MOU South Point EMS			
Responsibilities upon Approval:			

CITY OF WESLACO AND SOUTH POINT EMS MUTUAL AID AGREEMENT

Section 1. PURPOSE

This agreement is made and entered into for an Interlocal Agreement for Ambulance Mutual Aid between, City of Weslaco, 255 S Kansas Ave, Weslaco, Texas 78596, and South Point EMS, 1523 West Expressway 83, Weslaco, Texas 78596.

For purposes of this Mutual Aid Agreement, EMS Provider means City of Weslaco and South Point EMS.

The purpose of this agreement is to provide for mutual aid for the sharing and performance of the functions of pre-hospital patient care and ambulance transportation. This agreement is made pursuant to the authority granted by the Texas Administrative Code under Chapter 25, Part 1, Chapter 157, Subchapter B, Rule 157.11.

This agreement recognizes that the prompt, full, and effective utilization of the personnel, apparatus, equipment, supplies, and other resources of the respective EMS Provider is essential to the safety, care, and welfare of the people of the jurisdictions which they serve.

Section 2. RIGHTS, DUTIES, AND RESPONSIBILITIES

1. Whenever a representative of an EMS Provider feels it is advisable to request assistance from another EMS Provider, which is party to this agreement, it is authorized to do so. Circumstances which could justify requesting aid under this agreement would include, but are not limited to, the following:

(a) unavailability of an ambulance for response within the service area in which a medical emergency has occurred;

(b) unavailability of resources in circumstances where a patient would reasonably benefit from another EMS Provider's resources and assistance;

(c) a potential for prolonged or delayed response by an ambulance from the requesting jurisdiction; and

(d) a major EMS incident in which the resources of the local EMS Provider system are not adequate to provide effective and efficient pre-hospital care and ambulance transportation for the victims of the incident.

The EMS Providers participating in this agreement and their personnel acknowledge the authority to direct a mutual aid response under this agreement whenever the physician feels that such a response is within the patient's best interests.

2. The representative of an EMS Provider receiving a request for mutual aid under this agreement shall immediately take the following actions:

(a) determine if the requested apparatus and personnel can be spared in response to the request while continuing to provide reasonable protection to persons within its jurisdiction;

(b) determine the exact mission to be assigned in accordance with the plans and procedures drawn in support of this agreement; and

(c) dispatch the apparatus and personnel requested, or such apparatus and personnel as can be spared, with complete instructions as to the mission.

3. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request shall immediately inform the party requesting aid, for any reason, if assistance cannot be rendered.

4. The apparatus, personnel, and equipment of the assisting provider shall come under the operational control of the senior representative of the requesting provider. However, the apparatus, personnel and equipment of the assisting provider shall remain under the immediate supervision of, and shall be the immediate responsibility of, the senior representative of the assisting provider. The senior representative of the assisting provider may withdraw assistance at his own discretion after due notice to the senior representative of the requesting provider.

5. If the senior representative of the requesting provider requests a representative of an assisting EMS Provider to assume command, he shall not, by relinquishing command, be relieved of responsibility for the operation.

6. The representatives of the assisting provider shall be empowered to provide patient care under the procedures and protocols in effect in assisting provider's jurisdiction, subject only to recognition of the operational control of the senior representative of the requesting provider.

7. The personnel of the EMS Providers which are party to this agreement are invited and encouraged on a reciprocal basis to frequently visit each other's area of responsibility to jointly conduct pre-incident planning, training sessions, and drills.

8. The EMS Providers which are party to this agreement are encouraged to provide each other with a complete listing of their personnel by level of certification, a complete listing of their vehicles by Texas Department of State Health Services permit category, a complete listing of any specific equipment or capabilities which the provider possesses, and a clear depiction of its primary service area on a standard map. This information will be used for the planning and coordination of regional mutual aid response and should be updated at least annually or more frequently upon request.

Section 3. LIABILITY

An EMS Provider or its members rendering aid pursuant to this agreement shall not be held liable for any act or omission in good faith on the part of such forces while so engaged, or on account of maintenance or use of any equipment or supplies in connections herewith.

Section 4. COMPENSATION IN CASE OF ACCIDENT

Each EMS Provider agrees to provide for the payment of compensation to members of its own EMS department who sustain injury or death benefits to the representatives of deceased members who were killed while rendering assistance pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within the EMS Provider's service area or jurisdiction.

Section 5. FINANCE

Each EMS Provider rendering assistance under this agreement will be responsible for all their own financial obligations or losses incurred while providing aid under this agreement. Each EMS Provider receiving aid under this agreement agrees that the EMS Provider rendering aid may bill the patient or the patient's third-party carrier, as appropriate, at the assisting provider's prevailing rate for supplies, equipment, transport, and other services.

Section 6. SUPPLEMENTARY AGREEMENTS

Nothing herein shall preclude an EMS Provider from entering into supplementary agreements with another EMS provider. However, each EMS Provider shall be informed of and provided with written copies of all supplementary agreements entered into by another EMS provider.

Section 7. SEVERABILITY

This agreement shall be construed to effectuate the purpose stated in Section 1, hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any persons or circumstances is held invalid, the constitutionality of the remainder of the agreement and the applicability thereof to other persons and circumstances shall not be affected.

Section 8. CANCELLATION OF MUTUAL AID AGREEMENT

This agreement shall continue in force and remain binding on each party EMS Provider until canceled by mutual agreement of the parties hereto or by written notice of one party to the other party giving thirty (30) days written notice of said cancellation. This agreement will remain in force until canceled or replaced by another agreement.

Section 9. IMPLEMENTATION

This agreement shall be effective as to each of the participating EMS Provider as of the date upon which this instrument is signed by a duly authorized official.

SECTION 10. AGREEMENT

CITY OF WESLACO

I, the authorized representative for City of Weslaco, do hereby agree to the above mutual aid agreement.

Signed: _____ Title: _____

Date: _____

Printed Name: _____

SOUTH POINT EMS

I, the authorized representative for South Point EMS, do hereby agree to the above mutual aid agreement.

Signed:  _____ Title: owner

Date: 11-15-2019

Printed Name: Jason Peña