



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 5, 2021**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, Located at 255 South Kansas Avenue on Tuesday, January 5, 2021 at 5:30 pm pursuant to Section 551.045 of the Texas Open Meetings Act.

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. In conjunction with the guidance and provisions provided by the Governor and in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus (COVID-19), there will be a **limit of twenty-five (25) in person attendance to include staff and the governing body.** These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring a large group setting and in accordance with Section 418.016 of the Texas Government Code. The meeting will be recorded and uploaded to the City website following the conclusion of the meeting.

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-877-853-5247; Meeting ID: 946 1533 4573.

Members of the public who wish to participate in Public Comment on an agenda item must send their name, address and phone number via email to nacantu@weslacotx.gov by 12:00 pm on January 5, 2021. A staff member will contact you with instructions via phone call to address your public comments.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral Recognition
 - Award from the Government Finance Officers Association to the City of Weslaco Finance Department for Excellence in Financial Reporting fiscal year ending September 30, 2019.
- 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. CONSENT AGENDA

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

- A. Approval of the Minutes of the Regular Meeting on December 15, 2020.
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approval of Ordinance 2020-37 for a budget amendment for the purchase of residential and commercial garbage units (approved on 12/1/20) in the total amount of \$3,260,276.17 and authorize the Mayor to execute any related documents. (First reading held December 15, 2020; staffed by Public Works Department.) Attachment
 - 2) Approval of Ordinance 2020-38 a budget amendment in the amount not to exceed \$140,878.32 and authorize the Mayor to execute any related documents. (First reading held December 15, 2020; staffed by Public Works Department.) Attachment
 - 3) Approval of Ordinance 2020-39 a rezone request for 1402 W Sugarcane Dr. also being 6.06 acres out of the East 13.49 acres of Farm Tract 141, Block 161, West Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district, and authorize the Mayor to execute any related documents. (First reading held December 15, 2020; staffed by Planning & Code Enforcement Department.) Attachment
 - 4) Approval of Ordinance 2020-40 a rezone request for 1819 N. Border Ave. also being 1 acre out East 170'-N256.23' of Farm Tract 131, Block 162, West and Adams Tract, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. (First reading held December 15, 2020; staffed by Planning & Code Enforcement Department.) Attachment
- C. Approval to submit an application renewing the ERate 2021-2022 Grant program, accept funds upon award, accept additional funding if awarded during the grant year, and authorize the Mayor to execute any related documents. (Staffed by Library Department.) Attachment

- D. Approval to terminate a Weslaco Mid Valley Airport Ground Lease Agreement with Tenant Shari Pate for Hanger W3 and approval of a Weslaco Mid Valley Ground Lease Agreement with Tenant Arthur E. Beckwith for Hangar W3 and authorize the Mayor to execute any related documents. (Staffed by Airport Department.) Attachment
- E. Authorization to enter into an Interlocal Cooperation Act Agreement between City of Weslaco Police Department and the Lower Rio Grande Valley Development Council (LRGVDC) through the Lower Rio Grande Valley Police Academy (LRGVRPA) for the use of the Weslaco Police Department's Shooting Range and Training and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- F. Acceptance of funds in the amount of \$17,500.00 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 Chief of Police to execute any related documents. (Staffed by Police Department.) Attachment
- G. Authorization for solicitation of sealed bids to purchase a mobile lift for Public Works Fleet Maintenance Division and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.) Attachment
- H. Approval on amendments and extension from January 7, 2021 to February 7, 2021 for Disaster Declaration (COVID--19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. (Staffed by City Manager.)

IV. APPOINTMENTS

- A. Discussion and consideration on Resolution 2021-01 appointing a member to the Board of Adjustments & Appeals to the Zoning -Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment

V. NEW BUSINESS

- A. Discussion and consideration on agreement with Custom Controls Unlimited LLC for Control System Reprogramming and SCADA Conversion materials and services for the Weslaco Water Treatment Plant and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment
- B. Discussion and consideration on agreement with Ares Services Incorporated to assist in grant preparation and legislative assistance in the area of flooding, aviation and other matters determined by the commission and authorize the Mayor to execute any

related documents. Possible action. (Staffed by City Manager.) Attachment

- C. Discussion and consideration on approval of Ordinance 2021-01 for a Budget Amendment on transfer of \$450,000 from the General Fund to the Economic Incentive Fund in accordance to the Memorandum dated November 09,2020 and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-01. Possible action. (Staffed by Finance Department.) Attachment
- D. Discussion and consideration on Resolution 2021-02 creating the Tower of Honor Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment
- E. Discussion and consideration to award BuyBoard vendor #555-18 & 582-19, Southern Trenchless Solutions, for the Westgate Drive Sanitary Sewer Realignment project in the amount not to exceed \$305,445.43, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment
- F. Discussion and consideration to approve an Interlocal Agreement between the City of Weslaco Police Department and the City of Mercedes setting terms and tenure regarding the housing of prisoners in the City of Weslaco's Municipal Jail and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.) Attachment

VI. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City

Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.

- B. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by section §551.071 of the Texas Government Code.
- C. Legal Consultation -- Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.
- D. Legal Consultation - Consultation with City Attorney regarding contract deed on Estate of Gilberto Garza and naming the North Side Park on Mile 11th North as authorized by section §551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney regarding possible hiring of an Attorney as legal counsel relating to Texas Parks & Wildlife easement issue for Pleasantview & 11th Street Drainage Improvements project as authorized by section §551.071 of the Texas Government Code.
- F. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property located at Mid Valley Airport, 1901 Joe Stephens relating to Hanger B as authorized by section §551.072 of the Texas Government Code.
- G. Real Property – Consultation with City Attorney on the acquisition of real property located North of Industrial Park, North East of Mile 9 and International Blvd. and Adams Tract FT 1026 as authorized by §551.072 of the Texas Local Government Code.
- H. Pending Litigation - Consultation with City Attorney regarding Cause No. CL-20-4540-G, Gloria Oliva vs. City of Weslaco as authorized by Section §551.071 of the Texas Government Code

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 31st day of December 2020 on or before 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/ Norma A. Cantu, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary Department at (956) 968-3181, Ext. 1001 prior to the meeting date.

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3783	
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):			
Norma Cantu		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Timothy Aguiar from Open Door Baptist Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission 2020 updated			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

12/8/2020

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Weslaco** for its comprehensive annual financial report for the fiscal year ended September 30, 2019. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

12/8/2020

David Suarez
Mayor
City of Weslaco, Texas

Dear Mayor Suarez:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended September 30, 2019 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

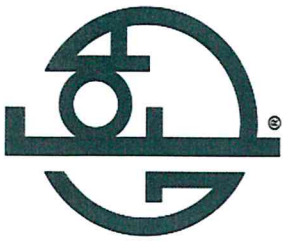
When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine
Director, Technical Services



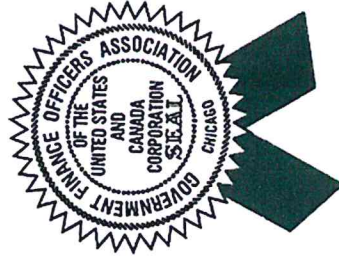
The Government Finance Officers Association of
the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department
City of Weslaco, Texas



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morill

Date: 12/8/2020



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3788	
From:			
Subject: Approval of the Minutes of the Regular Meeting on December 15, 2020. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action of the regular meeting on December 15, 2020.			
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):			
Norma Cantu		Created/Initiated	
Aida Vega		Approved	
Norma Cantu		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: 20-12-15 minutes			
Responsibilities upon Approval:			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
DECEMBER 15, 2020**

On Tuesday, December 15, 2020, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	David Suarez
	Commissioner	Letty Lopez
	Commissioner	Greg Kerr
	Commissioner	Adrian Farias
	Commissioner	J.P. Rodriguez
ABSENT:	Mayor Pro Tem	Leo Muñoz
	Commissioner	Josh Pedraza
STAFF PRESENT:	Asst. City Manager/Aviation Director	Andrew Munoz
	City Secretary	Norma A. Cantu
	City Attorney	Juan E. Gonzalez

Also present: Eddie Gil, Information Technology Dept; Rebekah De La Fuente, Planning Director; Albert Aldana, City Engineer, Pete Garcia, Public Works Director, Olga Garza, Asst. Public Works Director, George Quilantan, Inframark, Vidal Roman, Finance Director, Joe Pedraza, Asst. Planning & Code Enforcement Director, Martin Vela, IT Director, Omar Rodriguez, Parks & Recreation Director, Rolando Gonzales, Chief Building Official, Rolando Maldonado, Code Enforcement Officer and Aida Vega, Deputy City Secretary.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, December 11, 2020.

B. Invocation.

Pastor Ray Sanchez, First Baptist Church led in the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None.

E. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting at the time of roll call the absence of Mayor Pro Tem Muñoz and Commissioner Pedraza and a quorum present.

Mayor Suarez changed the order of day and introduced Public Comments. There was no objection.

IV. PUBLIC COMMENTS

Edward Mejia voiced concerns on the traffic lights on Bridge and 18th Street by Margo Elementary School and at the intersection of Pike & Border that have not been operational for several months.

Alicia Vargas, 105 N. Liberty, commented on her recent experience and displeasure with the water department Supervisor during her attempt in requesting an extension on the water bill voicing treated with rude behavior and lack of consideration to her situation not given any thought.

II. PRESENTATION

A. Presentation by Inframark on the Annual Maintenance and Repair Cap underspent funds in the amount of \$7,888.58.

George Quilantan stated in accordance with the agreement with the City any overage in funds from the Annual Maintenance and Repair Capital is reimbursed back to the City and presented a check of \$7,888.58.

III. REPORTS

A. Presentation from Emergency Operations Center (EOC) and discussion on related matters with COVID-19 and vaccinations. (Staffed by EOC.)

Richard Stubbs, Lieutenant Fire Dept., presented an update on COVID-19 numbers and on the vaccinations stating first responders, medical industry and elderly are primary recipients; CVS and Walgreens would be having the vaccinations available and stated the State will be implementing authorized providers to assist in vaccinations and the City has applied to be able to assist in this endeavor.

V. PUBLIC HEARING

Commissioner Rodriguez, seconded by Commissioner Kerr moved to open the public hearing at 5:50 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Israel Lee Rivas to rezone 1402 W Sugarcane Dr. Also being 6.06 acres out of the East 13.49 acres of Farm Tract 141, Block 161, West Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district.

No comment received.

B. To solicit input on behalf of Petra Garza to rezone 1819 N. Border Ave. Also being 1 acre out East 170'-N256.23' of Farm Tract 131, Block 162, West and Adams Tract, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district.

No comment received.

C. To solicit input on the proposed demolition order for unoccupied building located at 101 S. Kansas,, Lots 24-25, Block C, Weslaco Original Townsite, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225.

Ana Maria Garcia, owner, stated she had begun clean-up and code compliance efforts; stalled with issues related to plumbing inspection not passed and exhausted more monies to correct; wishes to comply and requested consideration for an extension of time; noted two structures on the property and would not object to the demolition of the back structures if unable to bring up to code.

D. To solicit input on the proposed demolition order for unoccupied building located at 123 N. Missouri St., Lot 15, Block 15, Stallworth, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225.

No comments received.

E. To solicit input on the proposed demolition order for unoccupied building located at 117 Zamora, Lots 25-26, Block 4, Guadalupe Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225.

No comments received.

F. To solicit input on the proposed demolition order for unoccupied building located at 716 E. Shane, lots 7-8, Block 1 Ramon, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225.

No comments received.

G. To solicit input on the proposed demolition order for unoccupied building located at 312 N. Cedro Lot 5, Block 6, Northside, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225.

No comments received.

H. To solicit input on the proposed demolition order for unoccupied building located at 2219 N. Texas Blvd. All of Lots 1&2, San Francisco Subdivision an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and

hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225.

No comments received.

Commissioner Kerr, seconded by Commissioner Rodriguez moved to close the public hearing at 5:55 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

VI. CONSENT AGENDA

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

A. Approval of the Minutes of the Regular Meeting on December 1, 2020. (Staffed by City Secretary Department.)

B. Approval of the Memorandum of Understanding (MOU) between Weslaco Police Department and BCFS Health and Human Services (BCFS HHS) and other the Mayor to execute any related documents. (Staffed by Police Department.)

C. Approval on ratification of second amendment to the Cares Act Interlocal Cooperation Agreement between County of Hidalgo and Cities in Hidalgo County and authorize the Mayor to execute any related documents. (Staffed by City Manager.)

D. Approval of volunteer work proposed by Brad Swinnea to clean and paint the Harlon Block Iwo Jima Memorial located at the Texas National Guard Armory on Vo-tech Drive and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation.)

E. Approval to terminate a Weslaco Mid Valley Airport Ground Lease Agreement with Tenant John M. Pate for Hanger W2 and approval of a Weslaco Mid Valley Ground Lease Agreement with Tenant Arthur E. Beckwith for Hangar W2 and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve consent agenda A, B, C, D, & E as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. APPOINTMENTS

A. Discussion and consideration on Resolution 2020-37 appointing five members to the Planning and Zoning Commission and authorize the Mayor to execute any related documents. Possible action. (This item was tabled November 17 and December 1, 2020; staffed by Planning and Code Enforcement Department.)

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

Rebekah de la Fuente, Planning and Code Enforcement Director, stated resumes were submitted; current members expressed interest in re-appointment and advised interest had been received from Margiee Perez. Staff recommended to appoint Juan Jose Trevino and Adrian Torres with term ending December 17, 2021; Lonnie Berry and Jim Forward with term ending December 17, 2022 and Mile Bullion with term ending December 17, 2023. The appointments as recommended would establish staggered terms.

In response to Commissioner Farias and Commissioner Rodriguez, attendance from these members is good and staggered terms were established among the members.

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve Resolution 2020-37 reappointing Juan Jose Trevino, Adrian Torres, Lonnie Berry and Jim Forward as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution.

RESOLUTION NO. 2020-37

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE
PLANNING AND ZONING COMMISSION BOARD AND SETTING EXPIRATION OF
TERMS TO BE STAGGERED FOR COMPLAINEE WITH ORDINANCE NO. 291

WHEREAS, the City of Weslaco created and established the Planning and Zoning Commission Board pursuant to Subsection 2-36 of Ordinance No. 291, as codified in the City of Weslaco Code of Ordinances.

WHEREAS, Section 1 of Ordinance No. 291 outlines original appointment as three members will serve a three-year term; two members for a two-year term; two for one-year term with subsequent appointments to be three years creating staggered terms;

WHEREAS, Ordinance 96-07 as duly passed and approved on July 23, 1957 increased from six to seven members;

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

WHEREAS, the Planning and Zoning Commission Board members shall serve without compensation and unlimited terms; and

WHEREAS, to establish the staggered terms, members shall be appointed with a term ending as followed below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individuals are appointed to serve on the Planning and Zoning Commission Board as follows:

<u>NAME</u>	<u>TERM ENDING</u>
Juan Jose Trevino	12/17/2021
Adrian Torres	12/17/2021
Lonnie Berry	12/17/2022
Jim Forward	12/17/2022
Miles Bullion	12/17/2023

PASSED AND APPROVED on this 15th day of December 2020.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:

/s/Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

/s/Juan E. Gonzalez, CITY ATTORNEY

VIII. OLD BUSINESS

A. Discussion and consideration to revoke the Conditional Use Permit for Sr Mostacho located at 2307 W Interstate 2, Suite A, also being Lot 4, Town Center Subdivision Lots 2-9, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas for violating approved conditions and authorize the Mayor to execute any related documents. Possible action. (There was no action December 1, 2020; staffed by Planning & Code Enforcement Department.)

Juan E. Gonzalez, City Attorney, recommended legal consultation in executive session. Previous Commission action was to negotiate with the owner and wished to address legal issues that may arise from these discussions.

Commissioner Rodriguez seconded by Commissioner Kerr moved to discuss in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to accept, open, award or reject the sole proposal received for Grease Trap Waste Collection for the city from Liquid Environmental Solutions and authorize the Mayor to execute any related documents. Possible action. (Action on November 17, 2020 open, evaluate and back for recommendation; staffed by Planning and Code Enforcement Department.)

Joe Pedraza, Health Official, stated the proposal was evaluated by staff; current contract fees are \$.32 per gallon with a franchise fee of 10%; new contract will be \$.31 per gallon with a minimum fee of \$185.00 and franchise fee of 15%. Staff recommended approval and award a four-year agreement with Liquid Environmental Solutions.

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve and award a four-year agreement with Liquid Environmental Solutions as presented. The motion carried unanimously; Mayor Suarez was present and voting.

IX. NEW BUSINESS

A. Discussion and consideration to approve the official 2020 Tax Roll totals as prepared by Hidalgo County Tax Assessor and Collector per section 26.09(e) of the Texas Property Tax Code and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman, Finance Director, stated the Hidalgo County Tax Assessor-Collector submitted the 2020 Tax Roll levy of \$13,534,312.13 excluding those accounts under protest. Staff recommended approval as the variance is 1% within the budget prepared and collections to be at 96%.

Commissioner Rodriguez seconded by Commissioner Farias moved to approve the official 2020

Tax Roll totals as prepared by Hidalgo County Tax Assessor-Collector. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to approve change order #3 for the Pleasantview & 11th St Drainage Improvements Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana, City Engineer, stated the change order is for costs associated with hauling of contaminated dirt that was unexpected; dirt was planned to be used for ditch berm but unusable. The change order also provides for hauling loads of dirt from Heller Orchard to replace contaminated dirt. Staff recommended approval for an amount of \$57,356.00; contract amount with this change order is \$2,957,396 and still under budget.

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve Change Order #3 for the Pleasantview & 11th Street Drainage Improvements Project as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve proposed Change Order #4 for the Pleasantview & 11th St Drainage Improvements project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana stated the contractor was having difficulty with the pipe supplier; production of box culverts and RCP Pipe is not expected until second week in January. The contractor is requesting a 45-day extension for completion of the project. Staff recommended a 30-day extension that would allow construction time from 150 days to 180 days.

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve proposed Change Order #4 for contract extension of 30 calendar days from 150 to 180 for the Pleasantview & 11th Street Drainage project as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to purchase extended warranty for six residential and five commercial garbage trucks in the amount of \$49,742.00 and approve Ordinance 2020-37 for a budget amendment for the purchase of residential and commercial garbage units (approved on 12/1/20) in the total amount of \$3,260,276.17 and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-37. Possible action. (Staffed by Public Works Department.)

Olga Garza, Asst. Public Works Department, stated the commission approved the purchase of equipment in the amount of \$3,210,534.17 and requested consideration to purchase extended warranty for the equipment except for the container handler truck. The average cost per unit is \$4,522 for a total cost for eleven units to be \$49,742.00. Staff recommended approval and approval of a budget amendment in the total amount of \$3,260,276 for equipment and warranty.

In response to Commissioner Kerr, the bid included only a standard warranty of 3 years.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve purchase of extended warranty for six residential and five commercial garbage trucks in the amount of \$49,742.00 and

approve Ordinance 2020-37 a budget amendment of \$3,260,276.17 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to approve the best value for the most advantageous bid to purchase a front-end Wheel Loader for air burner operations and consider Ordinance 2020-38 a budget amendment in the amount not to exceed \$140,878.32 and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-38. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from vote and discussion.

Olga Garza stated the front-end wheel loader was needed for air burning operations; five respondents from the cooperative purchasing vendors were reviewed and tabulated. Staff recommended to award Buyboard vendor #597-19 Dogget Heavy Machinery the second lowest responsive bid in the amount of \$123,652.00 as the lowest responsive bid did not meet bid specifications and approve a budget amendment.

Commissioner Rodriguez seconded by Commissioner Kerr moved to approve and award Buyboard vendor #597-19 Dogget Heavy Machinery the second lowest responsive bid in the amount of \$123,652.00 and approve Ordinance 2020-38 a budget amendment not to exceed \$140,878.32 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

F. Discussion and consideration on request from City of Mercedes for a thirty-day extension from January 4, 2021 to February 3, 2021 on the terminated Interlocal Agreement regarding housing of prisoners at City of Weslaco's Municipal Jail and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Mike R. Perez, City Manager, recommended approval. The City of Mercedes needs additional time on their arrangements of housing prisoners and Chief Rivera confirmed can accommodate the 30-day extension.

In response to Mayor Suarez, the City of Mercedes is up to date with payments and should additional time be needed commission action will be required to include a new agreement if necessary.

Commissioner Rodriguez, seconded by Commissioner Lopez moved to approve a 30-day extension from January 4, 2021 to February 3, 2021 on housing prisoners at City of Weslaco's Municipal Jail as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration of Project "Tower of Honor: Weslaco's Legacy of Military Heroes" not to exceed \$24,500 and direct staff to prepare and present a resolution to appoint a committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment

Omar Rodriguez, Parks and Recreation Director, stated he has been approached by a group of local Gold Star surviving family members led by Mario Ybarra, Jr for the City's consideration to honor Weslaco's heroes by projecting their images on the "Tinaco". Discussions on the proposed project that is supported by The American Gold Star Mothers, Congressmen Gonzalez, Congressman Vela and the RGV Coalition of Veterans, would require a projector, mount, all-weather enclosure, computer, communication and installation. Staff recommended financial assistance not to exceed \$24,500 and recommended a resolution be approved on the creation of a committee.

Mario Ybarra Jr. addressed the commission and stated Weslaco has honored military fallen heroes throughout the years by evidence of landmarks such as Harlon Block Sports Complex and PFC Mario Ybarra Elementary to name of few. He requested favorable consideration on a project to be known as "Tower of Honor: Weslaco's Legacy of Military Heroes" a visual concept of showcasing all its fallen heroes using the Tinaco that would project individual portraits of Weslaco's fallen heroes.

The City Manager stated this was a worthy endeavor recommended to fund for the initial set-up necessary; staff resources not be utilized for operations of the project; a committee be created; the Commission approve guidelines, criteria and objectives of the committee and suggested volunteers be used to assist with the project.

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve a budget of \$24,500, create a committee with Parks Director to serve as Liaison as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to accept the proposal from UTSA- Center for Urban and Regional Planning Research for preparation of amendments to the Weslaco 2040 Comprehensive Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Planning and Code Enforcement Director, stated staff was directed to prepare amendments to the City of Weslaco 2040 Comprehensive Plan; monies were budgeted and staff met with representatives of UTSA resulting in a proposal of a team of six individuals with background in planning to assist in amending several chapters of the 2040 Comprehensive Plan to include public hearings. Staff recommended approval to accept the proposal in an amount not to exceed \$30,000 with professional services to begin January 15, 2021 until January 15, 2022.

Commissioner Kerr seconded by Commissioner Rodriguez moved to accept the proposal from UTSA – Center for Urban and Regional Planning Research for preparation of amendments to Weslaco 2040 Comprehensive Plan not to exceed \$30,000 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration after public hearing on behalf of Israel Lee Rivas to approve Ordinance 2020-39 a rezone request for 1402 W Sugarcane Dr. also being 6.06 acres out of the East 13.49 acres of Farm Tract 141, Block 161, West Tract Subdivision, 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 on Ordinance 2020-39. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated thirty-six property owners were notified with no objection. The Planning and Zoning Commission recommended approval as development to the east and west are existing non-conforming mixed-use and apartments. Staff recommended denial based on the 2040 Land Use Map.

Commissioner Kerr, seconded by Commissioner Rodriguez moved to approve Ordinance 2020-39 rezoning 1402 W. Sugarcane Dr. also being 6.06 acres out of East 13.49 acres of Farm Tract 141, Block 161, West Tract Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration after public hearing on behalf of Petra Garza to approve Ordinance 2020-40 a rezone request for 1819 N. Border Ave. also being 1 acre out East 170'-N256.23' of Farm Tract 131, Block 162, West and Adams Tract, 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 on Ordinance 2020-40. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twenty-two property owners were notified with no objection. The Planning and Zoning Commission and staff recommended approval based on surrounding land use.

Commissioner Kerr, seconded by Commissioner Rodriguez moved to approve Ordinance 2020-40 rezoning 1819 N. Border Avenue. also being 1 acre out of East 170'-N256.23' of Farm Tract 131, Block 162, West and Adams Tract as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration for the Final Plat for Viridian Estates– being a 19.599 acre land out of the North 20 acres of Farm Tract 193, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 1,980' North of mile 10 North east of Mile 6 West and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this is a proposed thirty (30) lot private subdivision for residential use; outside city limits; serviced with water by the North Alamo Water Supply Company and sewer by on-site sewage facilities (OSSF); developer requested a variance to allow for OSSF and for off-site drainage receiving letters of support from the Hidalgo County Drainage District and Hidalgo and Cameron County Irrigation district for the off-site discharge of drainage. The Planning and Zoning Commission recommended approval of the final plat with variance; staff recommended approval of the final plat with compliance of ordinance for drainage.

Commissioner Kerr, seconded by Commissioner Rodriguez moved to approve Final Plat for Viridian Estates being 19.599-acre land out of North 20 acres of Farm Tract 193, West Tract

Subdivision with variance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration for the Final Plat for MMN # 1 – being the south 5.00 acre of the east 20 acres of Farm Tract 98, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately the southwest corner of Mile 1/2W Rd. and Olivarez St. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this is a proposed seven lot subdivision for residential use; outside city limits; serviced with water by the North Alamo Water Supply Company; developer requested a variance to allow for on-site sewage facility. The Planning and Zoning Commission recommended approval of the final plat with variance; staff recommended approval of the final plat with compliance of ordinance.

Commissioner Kerr, seconded by Commissioner Farias moved to approve Final Plat for MMN #1 being south 5.00 acre of east 20 acres of Farm Tract 98, West Tract Subdivision with variance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration for the Final Plat for The Woods Subdivision– being a 0.75 gross acre out of Farm Tract 1076, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 600 ft west of FM 1015 along the North side of Hernandez St. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this is a proposed one lot subdivision for residential use; outside city limits; serviced with water by the North Alamo Water Supply Company; developer requested a to allow for on-site sewage facility. The Planning and Zoning Commission recommended approval of the final plat with variance; staff recommended approval of the final plat with compliance of ordinance.

Commissioner Kerr, seconded by Commissioner Farias moved to approve Final Plat for The Woods Subdivision being 0.75 gross acre out of Farm Tract 1076, West and Adams Tract Subdivision with variance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration on the variance request on the rear setback for Verona Subdivision– being a 20 acres out of Farm Tract 1038, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 1800 ft. North of Mile 8 on FM 1015, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated Verona Subdivision was approved by City Commission on August 18, 2020 with a 15' rear setback; developer requested a variance to allow for a 10' rear setback for ample space for parking along the front of the lots. Staff recommended compliance with the ordinance but noted similar variance request have been granted.

Commissioner Kerr, seconded by Commissioner Farias moved to approve variance request on rear setback for Verona Subdivision being a 20-acres out of Farm Tract 1038, West and Adams Tract Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 101 S. Kansas, Lots 24-25, Block C, Weslaco Original Townsite, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, and unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rolando Gonzalez, Chief Building Official, introduced Rolando Maldonado, Code Enforcement Officer, stating he will be managing the demolition program; presented photographic evidence of the property that is uninhabitable; notification to the owner by regular and certified mail with publication in the Monitor were done. The Board of Adjustment and Appeals to the Building Codes recommended all structures be brought up to code in sixty days and all taxes be current. Staff recommended to be demolished by owner within sixty days.

In response to Commissioner Farias, the Chief Building Official stated the structures to the back of property would be difficult to bring up to code compliance. The applicant stated a six-month extension would give her the time to bring up to code; have started clean-up efforts and would not object to demolish if unable to comply.

The City Manager recommended to allow a six-month period to the applicant to bring all structures up to code, if not back to the commission for progress status and reconsider action to order demolition.

Commissioner Kerr, seconded by Commissioner Rodriguez moved to give the property owner a period of six months for compliance with building codes, if not bring back to the Commission for demolition consideration to the unoccupied building located at 101 S. Kansas as presented. The motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 123 N. Missouri St. Lot 15, Block 15, Stallworth, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, and unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rolando Gonzalez presented photographic evidence of the property that is uninhabitable; notification to the owner by regular and certified mail with publication in the Monitor were done with no response. The Board of Adjustment and Appeals to the Building Codes and staff recommended the structure be declared a public nuisance and the commission order it be demolished within sixty days by the owner.

In response to Mayor Suarez and Commissioner Kerr; owner will receive a notice the property ordered for demolition and has thirty days to appeal; demolition done in-house, and lien assessed to property for cost related to the demolition.

Commissioner Kerr seconded by Commissioner Rodriguez moved to authorize a demolition order for an unoccupied building located at 123 N. Missouri Street as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Q. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 117 Zamora, Lots 25-26, Block 4, Guadalupe Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, and unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Roland Gonzalez stated this is like item P; notices sent with no response. The Board of Adjustment and Appeals to the Building Codes and staff recommended the structure be declared a public nuisance and the commission order it be demolished within sixty days by the owner.

Commissioner Kerr, seconded by Commissioner Lopez moved to authorize a demolition order for an unoccupied building located at 117 Zamora Street as presented. The motion carried unanimously; Mayor Suarez was present and voting.

R. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 716 E. Shane, lots 7-8, Block 1 Ramon, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, and unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rolando Gonzalez stated no action required as the owner voluntarily demolished.

No action on this item.

S. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 312 N. Cedro Lot 5, Block 6, Northside, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, and unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Roland Gonzalez presented evidence of the dilapidated structure; notices sent with no response. The Board of Adjustment and Appeals to the Building Codes and staff recommended the structure

be declared a public nuisance and the commission order it be demolished within sixty days by the owner.

Commissioner Kerr seconded by Commissioner Lopez moved to authorize a demolition order for an unoccupied building located at 312 N. Cedro Street as presented. The motion carried unanimously; Mayor Suarez was present and voting.

T. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 2219 N. Texas Blvd. All of Lots 1&2, San Francisco Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, and unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rolando Gonzalez stated the property is uninhabitable as a result of severe fire damage; notification to the owner by regular and certified mail with publication in the Monitor were done with no response. The Board of Adjustment and Appeals to the Building Codes and staff recommended the structure be declared a public nuisance and the commission order it be demolished within sixty days by the owner. This property has a concrete block wall free standing that poses a hazard and safety concern.

In response to Commissioner Farias, the owner obtained a permit to demolish to include the concrete wall and has not complied. The City Manager stated demolition would include everything with exception of the foundation.

Commissioner Kerr seconded by Commissioner Rodriguez moved to authorize a demolition order for an unoccupied building located at 2219 N. Texas Blvd as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. EXECUTIVE SESSION

At 7:28 p.m. Commissioner Kerr seconded by Commissioner Rodriguez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 9:10 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

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

Commissioner Kerr seconded by Commissioner Rodriguez moved to authorize the City Manager and City Attorney review tentative agreements from the Union and authorize Mayor to execute if in order. The motion carried unanimously; Mayor Suarez was present and voting.

C. Legal Consultation -- Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.

Commissioner Kerr seconded by Commission Farias moved to authorize City Attorney proceed with interlocutory appeal as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

D. Legal Consultation - Consultation with City Attorney regarding contract deed on Estate of Gilberto Garza and naming the North Side Park on Mile 11th North as authorized by section §551.071 of the Texas Government Code.

No action.

E. Legal Consultation - Consultation with City Attorney regarding potential litigation relating to Walmart incident as authorized by section §551.071 of the Texas Government Code.

No action.

F. Legal Consultation - Consultation with City Attorney regarding possible hiring of an Attorney as legal counsel relating to Texas Parks & Wildlife easement issue for Pleasantview & 11th Street Drainage Improvements project as authorized by section §551.071 of the Texas Government Code.

No action.

G. Economic Development - Consultation with City Attorney regarding financial offer or other incentives for Project Myra as authorized by section §551.087 of the Texas Local Government Code.

Commissioner Kerr abstained from discussion and vote.

Commissioner Farias seconded by Commissioner Rodriguez moved to proceed with incentive package option 3 as discussed in executive session. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and voting.

H. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property located at Mid Valley Airport, 1901 Joe Stephens relating to Hanger B as authorized by section §551.072 of the Texas Government Code.

Commissioner Farias seconded by Commissioner Rodriguez moved to authorize City Manager and City Attorney proceed with negotiations for the sale of Hanger B as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

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

No action.

VIII. OLD BUSINESS

A. Discussion and consideration to revoke the Conditional Use Permit for Sr Mostacho located at 2307 W Interstate 2. Suite A, also being Lot 4, Town Center Subdivision Lots 2-9, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas for violating approved conditions and authorize the Mayor to execute any related documents. Possible action. (There was no action December 1, 2020; staffed by Planning & Code Enforcement Department.)

Commissioner Farias seconded by Commissioner Rodriguez moved to authorize the City Attorney proceed and enter into an agreement on a counteroffer as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

VIII. ADJOURNMENT

Commissioner Kerr, seconded by Commissioner Farias moved to adjourn the meeting of December 15, 2020 at 9:14 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Norma A. Cantu, CITY SECRETARY

ABSENT
MAYOR PRO-TEM, Leo Muñoz

COMMISSIONER, Greg Kerr

COMMISSIONER, Jose "J.P." Rodriguez

COMMISSIONER, Adrian Farias

COMMISSIONER, Letty Lopez

ABSENT

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3851
From:		
Subject: Approval of Ordinance 2020-37 for a budget amendment for the purchase of residential and commercial garbage units (approved on 12/1/20) in the total amount of \$3,260,276.17 and authorize the Mayor to execute any related documents. (First reading held December 15, 2020; staffed by Public Works Department.)		
Background: The purchase of six (6) residential garbage trucks, five (5) commercial garbage trucks, and one (1) container handler truck was approved in the last commission meeting on 12/1/20 in the amount of \$3,210,534.17. This item is to request approval to purchase extended warranty for all units except the container handler truck in the amount of \$49,742.00 and approve a budget amendment in the total amount of \$3,260,276.17.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Budget Amendment Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Olga Garza Pete Garcia Vidal Roman Mike Perez		Created/Initiated New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo Budget Amendment Garbage Trucks, GARBAGE EQUIPMENT QUOTES APPROVED 12/1/20, Extended Warranty, Extended Warranty2, Budget Amendment Exhibit (2), O2020-37 budget amendment Sanitation Units		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Letty Lopez, Commissioner, District 5
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

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: December 15, 2020

To: Mayor and City Commission

From: Olga Garza, Assistant Public Works Director

Subject: Budget Amendment for Purchase of Residential and Commercial Garbage Equipment

Cc: Vidal Roman, Finance Director
Mike Perez, City Manager

The purchase of six (6) residential garbage trucks, five (5) commercial garbage trucks, and one (1) container handler truck was approved in the last commission meeting on 12/1/20 in the amount of \$3,210,534.17. This item is to request approval to purchase extended warranty for all units except the container handler truck in the amount of \$49,742.00 and approve a budget amendment in the total amount of \$3,260,276.17.

Extended Warranty:

Engine Coverage Plan 1	5 yrs/200,000 miles.....\$2,500.00
Engine Coverage After Treatment	5 yrs/200,000 miles.....\$ 870.00
Allison Transmission Coverage	2 yrs extended.....\$1,152.00

Total Coverage Per Unit \$4,522.00

Total Coverage for 11 Units \$49,742.00

Rush Truck - Heil of Texas
Jose Gonzalez/John Davis
4700 N. Cage St.
Pharr, TX 78577
Ph No.: 956.566.8100
Office No.: 956.782.4511
gonzalezj@rushenterpri

DESCRIPTION	DATE	AMOUNT	REMARKS
...	...	...	...

<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
Peterbilt 520 Newway ASL W/Lights, 31yd 12-14 T	\$289,575.87	\$1,735,111.00
Peterbilt 520 Newway FEL W/Lights, 40yd 17-20 T	\$270,337.29	\$1,351,686.45
Peterbilt 330 Container Handler W/Lights	\$121,392.50	\$121,392.50
	\$3,210,534.17	

Staff recommends approval of the best value and most advantageous bid, Buyboard Vendor No.: 601-19, Rush Truck - Texas Pack & Load in the amount not to exceed \$3,210,534.17.

Tabulation created by: Olga Garza

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor RUSH TRUCK CENTER Date Prepared 11/6/2020
 Contact for Vendor: COLTON KRUSE Phone (830) 302-5219
 End User: City of Waslaco
 End User Contact: Homer Rhodes Phone/Fax (956) 973-3146
 Product Description: Peterbilt 330 Container Handler With Lights

A: Base Price in Bid/Proposal Number: 601-19			Series: 330 \$ 63,157.00		
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Front Axle & Equipment/Rear Axle Equipment	\$ 219.00	RTC-0040	OEM + Safety Analysis	\$ 1,236.00
Peterbilt	Engine/Transmission & Equipment	\$ 11,129.00	RTC-0052	Body Prep Package	\$ 2,804.00
Peterbilt	Air and Trailer/Tires & Wheels	\$ 2,070.00	RTC-0127	Dumpster Body	\$ 46,440.00
Peterbilt	Fuel Tanks/Battery Box & Bumper	\$ 6.00			
Peterbilt	Cab & Equipment	\$ 2,290.00			
Subtotal Column 1:		\$ 15,714.00	Subtotal Column 2:		\$ 50,480.00
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")					\$ 66,194.00

C: Subtotal of A + B					\$ 129,351.00
D: Non Published Options					
G&H Container Handler with Options	\$ (7,647.00)				
Subtotal Column 1:		\$ (7,647.00)	Subtotal Column 2:		\$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$ (7,647.00)

E: Contract Price Adjustment (If any, explain here)
 Paccar Q4 Muni Discount \$ (711.50)

F: Total of C + D +/- E \$ 120,992.50

G: Quantity ordered Units: 1.00 x F \$ 120,992.50

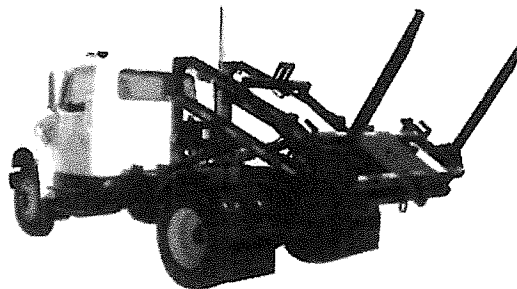
H: BUYBOARD Administrative Fee % \$ 400.00

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					
				\$ -	
					\$ -

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 121,392.50

ISO 9001-2000
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8000 Container Carrier

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1015 Commercial Blvd. S.
Arlington, Texas 76001
Toll Free Within US:
1-800-654-5291
Local or Outside US:
817-467-9883
Fax: 817-472-5548

Features

[Top](#)

- * Complete Hydraulic Kit - Bi-Rotation Pum
- * Rolled Poly Fenders
- * Two Spool Valves
- * Inside Cab Cable Controls
- * Oil System Filter within ISO 18/15/13 Sp
- * 10 gal. Hydraulic Tank
- * Conspicuity Tape
- * D.O.T. Lighting

Options

[Top](#)

- * Air Brake Controller
- * Back Up Alarm
- * Electric Brake Controller
- * Fire Extinguisher Rack
- * Hot Shift PTO (auto transmission)
- * Loader - Rear Loader Attachment
- * Loader - Side Loader Attachment
- * Pintle Hitch
- * Rear Controls
- * Rotating Head
- * Spare Tire Rack
- * Tool Box - Behind Cab
- * Tool Box - Side Mount

Specifications

[Top](#)

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor RUSH TRUCK CENTER Date Prepared 11/6/2020
 Contact for Vendor: COLTON KRUSE Phone (830) 302-5219
 End User: City of Waskalo
 End User Contact: Homer Rhodes Phone/Fax (956) 973-3146
 Product Description: Peterbilt 520 Neway FEL with Lights

A: Base Price in Bid/Proposal Number: 601-19			Series: 520 \$ 96,440.00		
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Frame & Equipment	\$ 3,162.00	RTC-0040	OEM + Safety Analysis	\$ 1,236.00
Peterbilt	Front Axle & Equipment/Rear Axle Equipment	\$ 3,990.00	RTC-0122	Refuse Body Prep	\$ 3,934.00
Peterbilt	Engine/Transmission & Equipment	\$ 18,491.00	RTC-0096	PTO & Hydraulics	\$ 10,316.00
Peterbilt	Air and Trailer/Tires & Wheels	\$ 2,701.00	RTC-0123	500E	\$ 139,887.00
Peterbilt	Fuel Tanks/Battery Box & Bumper	\$ 144.00	RTC-1026	Lot Insurance/Floorplan Interest	\$ 3,981.03
Peterbilt	Cab & Equipment	\$ 2,638.00			
Subtotal Column 1:		\$ 31,126.00	Subtotal Column 2:		\$ 159,354.03
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")					\$ 190,480.03

C: Subtotal of A + B					\$ 286,920.03
D: Non Published Options					
Neway Mammoth Front Loader with Options	\$ (21,887.00)				
Whelen Lights as Specified	\$ 2,214.26				
Subtotal Column 1:		\$ (19,672.74)	Subtotal Column 2:		\$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") **\$ (19,672.74)**

E: Contract Price Adjustment (If any, explain here)					

F: Total of C + D +/- E **\$ 267,247.29**

G: Quantity ordered Units: 1.00 x F **\$ 267,247.29**

H: BUYBOARD Administrative Fee % **\$ 400.00**

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					
Freight	\$ 2,690.00	x	1	\$ 2,690.00	
					\$ 2,690.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) **\$ 270,337.29**

Texas Pack + Load
 1030 Brussels Street
 San Antonio, TX 78219 US
 parts@texaspackandload.com



QUOTE

ADDRESS

Rush Truck Center - Pharr, TX
 4700 N Cage Blvd
 Pharr, TX 78577 United States

SHIP TO

Rush Truck Center - Pharr, TX
 4700 N CAGE BLVD
 PHARR, TX 78577-9694 US

QUOTE # 1874

DATE 10/28/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	NW-MAMMOTH2	40yd New Way Mammoth Full Eject	1	115,000.00	115,000.00T
	NW-MAMMOTH77	Body Roof to 10GA 80K	1	0.00	0.00T
	NW-MAMMOTH80	Roof Door Solid Metal 14GA	1	0.00	0.00T
	NW-MAMMOTH81	Body Sides 1/8" AR 450	1	0.00	0.00T
	NW-MAMMOTH84	Body Floor 3/16" AR235	1	0.00	0.00T
	NW-MAMMOTH86	Body Floor Liner 36" Into Body 3/16" AR450	1	0.00	0.00T
	NW-MAMMOTH88	Hopper Sides 3/16" AR450	1	0.00	0.00T
	NW-MAMMOTH91	Hopper Floor 1/4" AR450	1	0.00	0.00T
	NW-MAMMOTH92	Front Sump w/ Dual Clean Out Doors	1	0.00	0.00T
	NW-MAMMOTH94	Tailgate Bubble 1/8" AR450	1	0.00	0.00T
	NW-MAMMOTH96	Packer Panel Lower Face 3/16" AR450	1	0.00	0.00T
	NW-MAMMOTH98	Packer Panel Sloped Face 3/16" AR450	1	0.00	0.00T

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	NW-MAMMOTH105	Steel Canopy (long extension)	1	0.00	0.00T
	NW-Additional Options	Steel Canopy with Steel Extension That is Air Raised	1	0.00	0.00T
	NW-Additional Options	10,000lb Lift Rating Arms including 5" Arm Cylinder and 4" Fork Cylinder	1	0.00	0.00T
	NW-MAMMOTH124	Fork Thickness 1 1/4" 100K with hook (44" usable bumper to hook)	1	0.00	0.00T
	NW-MAMMOTH6	Service Hoist	1	0.00	0.00T
	NW-MAMMOTH158	Remote Grease tailgate hinge & cylinders	1	0.00	0.00T
	NW-MAMMOTH159	Sliding Access Door (Fiber Glass)	1	0.00	0.00T
	NW-MAMMOTH149	Shovel/Broom Rack	1	0.00	0.00T
	NW-MAMMOTH69	Acrylic Urethane Enamel (White)	1	0.00	0.00T
	NW-MAMMOTH57	Caution Decal for Tailgate (Large)	1	0.00	0.00T
	NW-MAMMOTH31	LED Body Lights including Reverse and License Plate	1	0.00	0.00T
	NW-MAMMOTH32	LED High Intensity Backup Lights - mounted mid body (2 Lights)	1	0.00	0.00T
	NW-MAMMOTH33	LED High Intensity Backup Lights - mounted on tailgate (2 Lights)	1	0.00	0.00T
	NW-MAMMOTH34	LED High Intensity Work Lights (2 Lights in Hopper and 1 on Canopy)	1	0.00	0.00T

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	NW-MAMMOTH37	Strobe Light Package (Integrated Strobe System with Turn Signals - 2 round lights mounted in upper tailgate)	1	0.00	0.00T
	NW-MAMMOTH38	Strobe Light Package (Integrated Strobe System with Turn Signals - 2 round lights mounted in lower tailgate)	1	0.00	0.00T
	NW-MAMMOTH44	Center Mount Brake (I.D. Cluster)	1	0.00	0.00T
	NW-MAMMOTH68	3rd Eye Quad Camera system with 7" Color Flat Screen Monitor	1	0.00	0.00T
	NW-MAMMOTH166	2-Year Cylinder Warranty	1	0.00	0.00T
	NW-MAMMOTH170	1-Year Body Warranty	1	0.00	0.00T
	NW-MAMMOTH175	1-Year Hydraulic Warranty	1	0.00	0.00T
	NW-MAMMOTH15	Front Mount Vane Pump	1	0.00	0.00T
	NW-MAMMOTH119	Single Handle Quad Control Joystick	1	0.00	0.00T
	NW-MAMMOTH49	Over Height Warning Light - Provides visual alert when arms/forks are above cab	1	0.00	0.00T
	NW-MAMMOTH107	Filter By-Pass Visual Indicator on Filter Housing	1	0.00	0.00T
	NW-MAMMOTH114	Aluminum Oil Tank With In Tank Filtration	1	0.00	0.00T
	NW-MAMMOTH116	Quick	1	0.00	0.00T

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Disconnect Port for Pressure Gage			
	NW-MAMMOTH162	Rubber Fender Skirt Extension (Required for rear tires wider than 98.5")	1	0.00	0.00T
	NW-MAMMOTH54	Fire Extinguisher-- 10lb. (standard equipment on mounted units only)	1	0.00	0.00T
	NW-MAMMOTH56	Triangle Kit (standard equipment and only available on mounted units)	1	0.00	0.00T
	Sales Tax	Sales Tax calculated by AvaTax on Wed 28 Oct 12:00:30 UTC 2020	1	0.00	0.00

With 4-Cameras & Wheel Lights

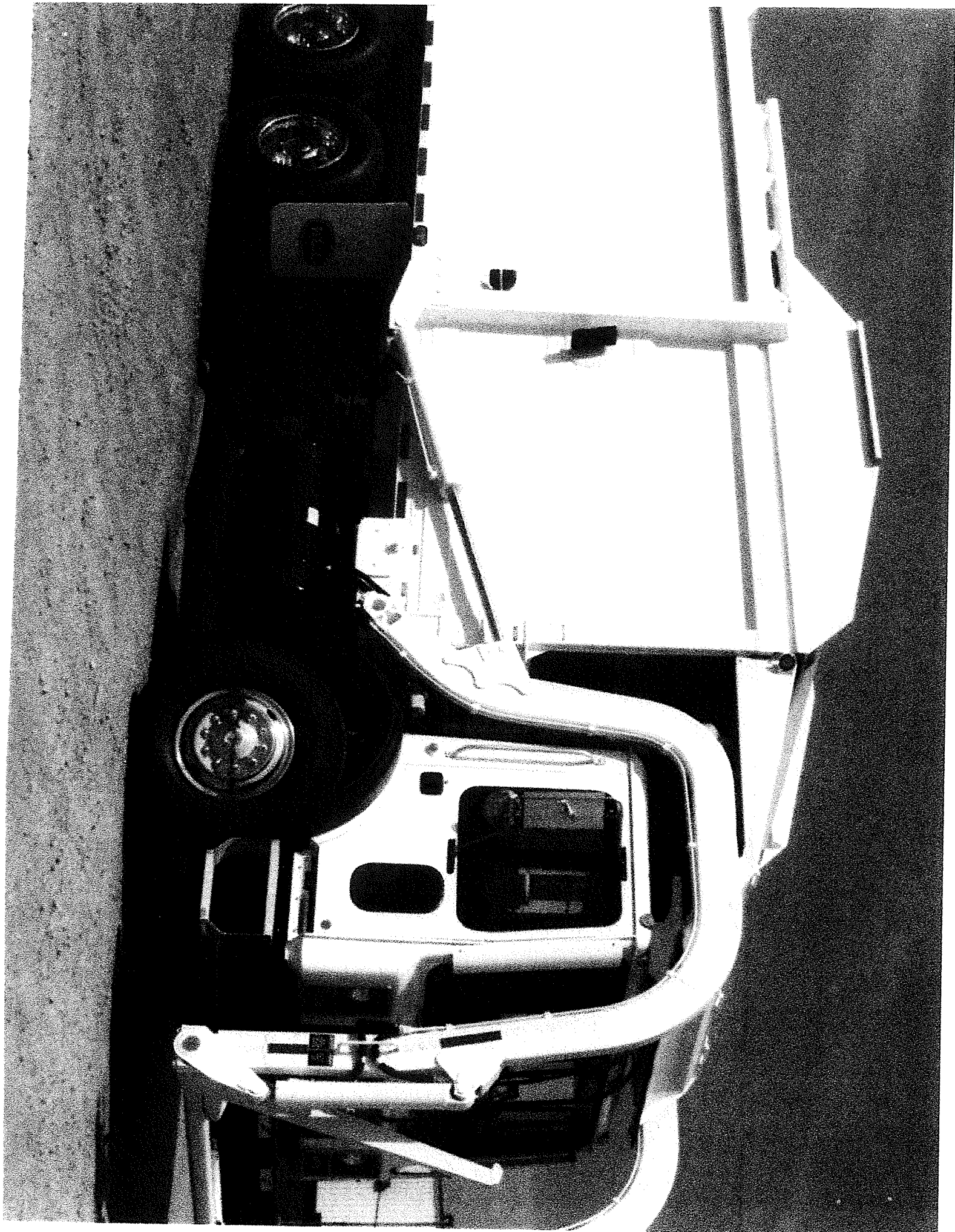
Texas Pack + Load thanks you for the opportunity to quote your business!

All Invoices are COD unless pre-approved credit terms have been arranged.

SUBTOTAL
TAX
SHIPPING
TOTAL

Accepted By

Accepted Date



TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor RUSH TRUCK CENTER Date Prepared 11/6/2020
 Contact for Vendor: COLTON KRUSE Phone (830) 302-5219
 End User: City of Waslaco
 End User Contact: Homer Rhodes Phone/Fax (956) 973-3146
 Product Description: Peterbilt 520 Neway ASL with Lights

A: Base Price in Bid/Proposal Number: 601-19		Series: 520 \$ 96,440.00	
	DESCRIPTION	AMOUNT	
Peterbilt	Frame & Equipment	\$ 3,162.00	
Peterbilt	Front Axle & Equipment/Rear Axle Equipment	\$ 3,990.00	
Peterbilt	Engine/Transmission & Equipment	\$ 18,491.00	
Peterbilt	Air and Trialer/Tires & Wheels	\$ 2,701.00	
Peterbilt	Fuel Tanks/Battery Box & Bumper	\$ 144.00	
Peterbilt	Cab & Equipment	\$ 3,582.00	
Subtotal Column 1: \$ 32,070.00			
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")			
			\$ 187,443.00

C: Subtotal of A + B		\$ 283,883.00	
D: Non Published Options			
Neway Sidewinder ASL with Options	\$ 3,180.00		
Whelen Lights as Specified	\$ 2,214.26		
Subtotal Column 1: \$ 5,394.26		Subtotal Column 2: \$	-

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$ 5,394.26

E: Contract Price Adjustment (If any, explain here)
 Paccar Q4 Muni Discount \$ (2,791.39)

F: Total of C + D +/- E \$ 286,485.87

G: Quantity ordered Units: 1.00 x F \$ 286,485.87

H: BUYBOARD Administrative Fee % \$ 400.00

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					
Freight	\$ 2,690.00	x	1	\$ 2,690.00	
					\$ 2,690.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 289,575.87

Texas Pack + Load
 1030 Brussels Street
 San Antonio, TX 78219 US
 parts@texaspackandload.com



QUOTE

ADDRESS

Rush Truck Center - Pharr, TX
 4700 N Cage Blvd
 Pharr, TX 78577 United States

SHIP TO

Rush Truck Center - Pharr, TX
 4700 N CAGE BLVD
 PHARR, TX 78577-9694 US

QUOTE # 1873

DATE 10/27/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	NW-SW7	Sidewinder-31 yd Dump (27 BODY W/4YD TAILGATE)	1	133,707.00	133,707.00
	NW-SW123	(29YD & 31YD) Severe Refuse Package	1	0.00	0.00T
	NW-SW104	Front Cylinder Splash Shield	1	0.00	0.00T
	NW-SW106	Trough Cleanout Tool	1	0.00	0.00T
	NW-SW107	Cleanout chute extension	2	0.00	0.00T
	NW-SW109	Partial hopper wind deflector	1	0.00	0.00T
	NW-SW80	Precrusher Panel	1	0.00	0.00T
	NW-SW81	Hopper Access Ladder	1	0.00	0.00T
	NW-SW77	Shovel/Broom Rack	1	0.00	0.00T
	NW-SW48	BODY Acrylic Urethane Enamel (White)	1	0.00	0.00T
	NW-SW50	ARM Powder Coat (NEW WAY Safety Yellow)	1	0.00	0.00T
	NW-Additional Options	Large Caution Decal	1	0.00	0.00T

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	NW-SW18	All LED Body Lights, Including Reverse and License Plate are Standard	1	0.00	0.00T
	NW-SW20	LED Back-up Lights on Tailgate(2) Lights	1	0.00	0.00T
	NW-SW21	LED Work Lights (1 Light in Hopper and 1 curbside toward arm)	1	0.00	0.00T
	NW-SW23	Strobe Light Package (Integrated Strobe System) (Upper Tailgate)	1	0.00	0.00T
	NW-SW24	Strobe Light Package (Integrated Strobe System) (Lower Tailgate)	1	0.00	0.00T
	NW-Additional Options	3rd Eye Quad Camera System with 7" Monitor	1	0.00	0.00T
	NW-SW82	2-Year Cylinder Warranty (standard)	1	0.00	0.00T
	NW-SW84	1-Year Body Warranty (standard)	1	0.00	0.00T
	NW-SW87	1-Year Arm Warranty (standard)	1	0.00	0.00T
	NW-SW90	1-Year Hydraulic Warranty (standard)	1	0.00	0.00T
	NW-SW11	Front Mount, Tandem vane (bumper extended)	1	0.00	0.00T
	NW-SW112	Remote Grease zerks Tailgate and Upper Cylinder Hinge Pins	1	0.00	0.00T

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	NW-Additional Options	Front Remote Grease System Packer & Body Lift Pins	1	0.00	0.00T
	NW-SW70	Arm Control Joystick on Counsel (standard)	1	0.00	0.00T
	NW-SW73	Arm Controls Rocker Switches Under Seat	1	0.00	0.00T
	NW-SW75	Sidewinder-Arm Cycle Counter	1	0.00	0.00T
	NW-SW58	Hour Meter on PTO	1	0.00	0.00T
	NW-SW62	Zinc Plated Tubes (std)	1	0.00	0.00T
	NW-SW63	Induction Hardened Pack Cylinders with Scrapers	1	0.00	0.00T
	NW-SW65	Quick Disconnect Ports for Pressure Gage	1	0.00	0.00T
	NW-SW38	Fire Extinguisher-- 10lb. (standard on mounted units)	1	0.00	0.00T
	NW-SW40	Triangle Kit (standard on mounted units)	1	0.00	0.00T
	Sales Tax	Sales Tax calculated by AvaTax on Wed Oct 28 11:20:53 UTC 2020	1	0.00	0.00

with 4-Cameras and Wheelon Lights

Texas Pack + Load thanks you for the opportunity to quote your business!

All Invoices are COD unless pre-approved credit terms have been arranged.

SUBTOTAL
TAX
SHIPPING
TOTAL

WESLACO, CITY OF - NEW WAY SIDEWINDER ASL

Accepted By

Accepted Date



2020 Allison Transmission Coverage Pricing Guide

RUGGED DUTY SERIES™		Standard Limited Warranty	Extended Transmission Coverage*	
Model	Vocation	Years of Coverage	2 Years	4 Years
1000 RDS	P&D and Beverage	3	\$361	N/A
	Utility and Other	3	\$361	N/A
	Dump Trucks/Mixers	3	\$281	N/A
	Agriculture	3	\$281	N/A
1000 RDS xFE	P&D and Beverage	3	\$361	N/A
	Utility and Other	3	\$361	N/A
	Dump Trucks/Mixers	3	\$281	N/A
	Agriculture	3	\$281	N/A
1350 RDS	P&D and Beverage	3	\$319	N/A
	Utility and Other	3	\$487	N/A
	Dump Trucks/Mixers	3	\$487	N/A
	Agriculture	3	\$487	N/A
1350 RDS xFE	P&D and Beverage	3	\$319	N/A
	Utility and Other	3	\$487	N/A
	Dump Trucks/Mixers	3	\$487	N/A
	Agriculture	3	\$487	N/A
2100 RDS	P&D and Beverage	3	\$552	\$773
	Utility and Other	3	\$552	\$773
	Dump Trucks/Mixers	3	\$547	\$765
	Agriculture	3	\$547	\$765
2100 RDS xFE	P&D and Beverage	3	\$552	\$773
	Utility and Other	3	\$552	\$773
	Dump Trucks/Mixers	3	\$547	\$765
	Agriculture	3	\$547	\$765
2200RDS	P&D and Beverage	3	\$541	\$758
	Utility and Other	3	\$541	\$758
	Dump Trucks/Mixers	3	\$541	\$758
	Agriculture	3	\$541	\$758
2200 RDS xFE	P&D and Beverage	3	\$541	\$758
	Utility and Other	3	\$541	\$758
	Dump Trucks/Mixers	3	\$541	\$758
	Agriculture	3	\$541	\$758
2300 RDS	P&D and Beverage	3	\$555	\$777
	Utility and Other	3	\$555	\$777
	Dump Trucks/Mixers	3	\$555	\$777
	Agriculture	3	\$555	\$777
2350 RDS	P&D and Beverage	3	\$549	\$769
	Utility and Other	3	\$549	\$769
	Dump Trucks/Mixers	3	\$549	\$769
	Agriculture	3	\$549	\$769
2350 RDS xFE	P&D and Beverage	3	\$549	\$769
	Utility and Other	3	\$549	\$769
	Dump Trucks/Mixers	3	\$549	\$769
	Agriculture	3	\$549	\$769
2500 RDS	P&D and Beverage	3	\$478	\$669
	Refuse Packer	3	\$928	\$1,300
	Utility and Other	3	\$478	\$669
	Dump Trucks/Mixers	3	\$478	\$669
2500 RDS xFE	P&D and Beverage	3	\$478	\$669
	Refuse Packer	3	\$928	\$1,300
	Utility and Other	3	\$478	\$669
	Dump Trucks/Mixers	3	\$478	\$669
2550 RDS	P&D and Beverage	3	\$549	\$769
	Refuse Packer	3	\$1,066	\$1,492
	Utility and Other	3	\$549	\$769
	Dump Trucks/Mixers	3	\$549	\$769
2550 RDS xFE	P&D and Beverage	3	\$549	\$769
	Refuse Packer	3	\$1,066	\$1,492
	Utility and Other	3	\$549	\$769
	Dump Trucks/Mixers	3	\$549	\$769

RUGGED DUTY SERIES™		Standard Limited Warranty	Extended Transmission Coverage*	
Model	Vocation	Years of Coverage	2 Years	4 Years
3000 RDS	P&D and Beverage	3	\$482	N/A
	Refuse Packer	3	\$938	N/A
	Utility and Other	3	\$482	N/A
	Dump Trucks/Mixers	3	\$482	\$1,020
3000 RDS R**	Agriculture	3	\$482	N/A
	P&D and Beverage	3	\$704	N/A
	Refuse Packer	3	\$1,143	N/A
	Utility and Other	3	\$704	N/A
3500 RDS	Dump Trucks/Mixers	3	\$704	\$2,025
	Agriculture	3	\$704	N/A
	P&D and Beverage	3	\$487	N/A
	Refuse Packer	3	\$947	N/A
3500 RDS R**	Utility and Other	3	\$487	N/A
	Dump Trucks/Mixers	3	\$487	\$1,175
	Agriculture	3	\$487	N/A
	P&D and Beverage	3	\$607	N/A
4000 RDS	Refuse Packer	3	\$1,060	N/A
	Utility and Other	3	\$607	N/A
	Dump Trucks/Mixers	3	\$607	\$2,153
	Agriculture	3	\$607	N/A
4000 RDS R**	P&D and Beverage	3	\$877	N/A
	Refuse Packer	3	\$1,154	N/A
	Utility and Other	3	\$877	N/A
	Dump Trucks/Mixers	3	\$877	\$1,609
4500 RDS	Agriculture	3	\$877	N/A
	P&D and Beverage	3	\$1,166	N/A
	Refuse Packer	3	\$1,429	N/A
	Utility and Other	3	\$1,166	N/A
4500 RDS R**	Dump Trucks/Mixers	3	\$1,166	\$2,286
	Agriculture	3	\$1,166	N/A
	P&D and Beverage	3	\$826	N/A
	Refuse Packer	3	\$1,052	N/A
4700 RDS	Utility and Other	3	\$826	N/A
	Dump Trucks/Mixers	3	\$826	\$1,472
	Agriculture	3	\$826	N/A
	P&D and Beverage	3	\$910	N/A
4700 RDS R**	Refuse Packer	3	\$1,152	N/A
	Utility and Other	3	\$910	N/A
	Dump Trucks/Mixers	3	\$910	\$1,784
	Agriculture	3	\$910	N/A
4700 RDS R**	P&D and Beverage	3	N/A	N/A
	Refuse Packer	3	\$1,532	N/A
	Utility and Other	3	\$1,596	N/A
	Dump Trucks/Mixers	3	\$1,224	\$2,876
4700 RDS R**	Agriculture	3	\$1,272	N/A
	P&D and Beverage	3	N/A	N/A
	Refuse Packer	3	\$2,171	N/A
	Utility and Other	3	\$1,846	N/A
4700 RDS R**	Dump Trucks/Mixers	3	\$1,846	\$4,375
	Agriculture	3	\$1,846	N/A

Rugged Duty applications with a 2200/2500/3000 RDS Series™ may have additional coverage. Contact your distributor for additional information.

* Extended Transmission Coverage: Available for purchase through Allison Authorized Distributors and Dealers to increase coverage

** Retarder Option

ALL

JANUARY 2020

Pricing and Policies are
subject to change.

2020 ENGINE COVERAGES

B6.7, L9, L9N, ISX12N, X12, X15



YRS/MILES	B6.7	L9	L9N	ISX12N	X12	X12	X15 (Eff / Prod)	X15 (Eff / Prod)	X15 (Prod / Perf)	X15 (Prod / Perf)
PLAN 1										
3/100		700	1100							
3/150		950	1600							
3/300				1600	750	1350	900	1500	1500	2400
3/350				2200	900	1500	1100	1700	1900	2800
3/400				2900	1150	1750	1350	1950	2400	3300
3/500					1950	2550	2150	2750	4300	5200
4/150	750	1600	1850							
4/200	900	2400	2850							
4/400				4100	1600	2300	1800	2500	3450	4550
4/450				4950	1950	2650	2100	2800	4250	5350
4/500				6100	2300	3000	2500	3200	5150	6250
5/100	600	1550			650	1450	750	1550	1400	2650
5/150	850	1990	2400	2000						
5/200	1150	2800	3100	2200	750	1550	1050	1850	1800	3050
5/250	1450	3800	4100							
5/300	1500	4800	5600	3350	1250	2050	1500	2300	2800	4050
5/400				5150	1850	2650	2100	2900	4200	5450
5/500					2600	3400	2900	3700	6000	7250
5/550								3600		
5/600								3950	4750	
6/150	1200	2550								
6/200	1600	3350								
6/250	1950	4350					2050	3250		
6/500							3850	5050		
6/600							4750	5950		
Plan 2										
3/100		550	825							
3/150		625	1100							
3/300				1200	550	800	600	850	950	1300
3/350				1400	650	900	700	950	1150	1500
3/400				1850	800	1050	850	1100	1400	1750
3/500										
4/150	500	1100	1400							
4/200	600	1350	2025							
4/400				2800	1100	1600	1100	1600	1900	2600
4/450				3500	1300	1800	1300	1800	2250	2950
4/500				4150	1500	2000	1500	2000	2700	3400
5/100	450	1000								
5/150	600	1200	1800	1200						
5/200	700	1450	2500	1350						
5/250	800	1700	3300							
5/300	850	1950	4200	2200	900	1450	900	1450	1600	2400
5/400				3200	1250	1800	1300	1850	2250	3050
5/500				4600	1750	2300	1750	2300	3150	3950
6/250	900	1800	3700		900	1200	1450	1750	2550	2950
6/300	1050									
7/250	1100	2050	4425		1050	1400	1750	2100	2900	3400
MAJOR COMPONENTS										
5/500				800	350		350		450	
6/300			700							
6/600				935	450		450		700	
7/700				1100	550		700		1050	
AFTERTREATMENT **										
3/100		300								
3/150		450								
3/300				425	425	425	425	650	650	
3/350				500	500	570	570	800	800	
3/400				650	650	750	750	1050	1050	
3/500				1100	1100	1310	1310	2050	2050	
4/150	375	540								
4/200	450	700								
4/400				950	950	1050	1050	1650	1650	
4/450				1100	1100	1310	1310	2050	2050	
4/500				1350	1350	1585	1585	2550	2550	
5/100	375	540		450	450	450	450	700	700	
5/150	450	710								
5/200	550	870		600	600	600	600	950	950	
5/250	650	1050								
5/300	700	1300		775	775	845	845	1300	1300	
5/400				1100	1100	1200	1200	1995	1995	
5/500				1550	1550	1650	1650	2950	2950	
5/550							2208	2208		
5/600							2300	2300		
6/150	537									
6/200	704									
6/250	787						850	850		
6/500							2252	2252		
6/600							2700	2700		

COVERAGE PURCHASED MUST BE DOCUMENTED ON A CUMMINS CUSTOMIZED ASSURANCE PLAN CERTIFICATE, SIGNED, AND DATED BY THE CUSTOMER.

COVERAGE REGISTERED UP TO 366 DAYS FROM DATE IN SERVICE - NO ADMINISTRATION FEE.

COVERAGE REGISTERED FROM 365 DAYS, BUT BEFORE 546 DAYS FROM DATE IN SERVICE - \$400 ADMINISTRATION FEE PER COVERAGE.

NO COVERAGES AVAILABLE AFTER 545 DAYS FROM DATE IN SERVICE, OR 200,000 MILES, OR BASE WARRANTY EXPIRATION - SEE ENCORE XTRA OPTIONS.

UPGRADE FEES - UP TO 60 DAYS FROM DIS = \$0; AFTER 60 DAYS = \$500; NOT AVAILABLE AFTER 545 DAYS, 200,000 MILES, OR BASE WARRANTY EXPIRATION

** AFTERTREATMENT COVERAGE IS ONLY AVAILABLE WITH THE PURCHASE OF A PLAN 1 COVERAGE OF THE SAME DURATION, IF AVAILABLE.

X15 EFFICIENCY HARDWARE RATINGS END IN ZERO, X15 PERFORMANCE HARDWARE RATINGS END IN 5, X15 PRODUCTIVITY RATINGS FOLLOW SUIT



JANUARY 2021

ELIGIBLE FOR 2021 ENGINES ONLY

2021 ENGINE COVERAGES

L9N, ISX12N, PX7, PX9, X15

Pricing and Policies are subject to change.

YRS/MILES	L9N	ISX12N	PX-7	PX-9	X15 (Eff / Prod)	X15 (Eff / Prod)	X15 (Eff / Prod)	X15 (Prod / Perf)	X15 (Prod / Perf)
PLAN PLUS					PLAN PLUS				
PROGRAM 1	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19
3/100	1100				400				
3/150	1600				650				
3/300		1600			950	900	1500	1500	2400
3/350		2200			1150	1100	1700	1900	2800
3/400		2900			1400	1350	1950	2400	3300
3/500						2150	2750	4300	5200
4/150	1850		750	1300					
4/200	2850		900	2100					
4/400		4100			2250	1800	2500	3450	4550
4/450		4950			2800	2100	2800	4250	5350
4/500		6100			3300	2500	3200	5150	6250
5/100			600	1250		750	1550	1400	2650
5/150	2400	2000	850	1690					
5/200	3100	2200	1150	2500	1050	1850	1800	3050	
5/250	4100		1450	3500					
5/300	5600	3350	1500	4500	1500	2300	2800	4050	
5/400		5150			2100	2900	4200	5450	
5/500					4100	2900	3700	6000	7250
5/550						3600			
5/600						3950	4750		
6/150			1200	2250					
6/200			1600	3050					
6/250			1950	4050		2050	3250		
6/500						3850	5050		
6/600						4750	5950		
PROGRAM 2	Q21	Q22	Q23	Q24	Q25	Q26	Q27	Q28	Q29
3/100	825				300				
3/150	1100				375				
3/300		1200				600	850	950	1300
3/350		1400				700	950	1150	1500
3/400		1850				850	1100	1400	1750
4/150	1400		500	800					
4/200	2025		600	1050					
4/400		2800			1100	1600	1900	2600	
4/450		3500			1300	1800	2250	2950	
4/500		4150			1500	2000	2700	3400	
5/100			450	700					
5/150	1800	1200	600	900					
5/200	2500	1350	700	1150					
5/250	3300		800	1400					
5/300	4200	2200	850	1650	900	1450	1600	2400	
5/400		3200			1300	1850	2250	3050	
5/500		4600			1750	2300	3150	3950	
6/250	3700		900	1500	1450	1750	2550	2950	
6/300			1050						
7/250	4425		1100	1750	1750	2100	2900	3400	
MAJOR COMPONENTS	Q31	Q32	Q33	Q34	Q35	Q36	Q37	Q38	Q39
5/500		800				400		550	
6/300	700								
6/600		935				600		850	
7/700		1100				850		1200	
AFTERTREATMENT **	Q41	Q42	Q43	Q44	Q45	Q46	Q47	Q48	Q49
3/100					300				
3/150					450				
3/300					425	425	425	650	650
3/350					570	570	570	800	800
3/400					750	750	750	1050	1050
3/500					1310	1310	1310	2050	2050
4/150		375	540						
4/200		450	700						
4/400					1050	1050	1050	1650	1650
4/450					1310	1310	1310	2050	2050
4/500					1585	1585	1585	2550	2550
5/100		375	540		450	450	450	700	700
5/150		450	710						
5/200		550	870	600	600	600	950	950	
5/250		650	1050						
5/300		700	1300	845	845	845	1300	1300	
5/400				1200	1200	1200	1995	1995	
5/500				1650	1650	1650	2950	2950	
5/550				2208	2208	2208			
5/600				2300	2300	2300			
6/150		537	915						
6/200		704	1080						
6/250		787	1302	850	850	850			
6/500				2252	2252	2252			
6/600				2700	2700	2700			

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COVERAGE REGISTERED FROM 365 DAYS, BUT BEFORE 546 DAYS FROM DATE IN SERVICE - \$400 ADMINISTRATION FEE PER COVERAGE.
NO COVERAGES AVAILABLE AFTER 545 DAYS FROM DATE IN SERVICE, OR 200,000 MILES, OR BASE WARRANTY EXPIRATION - SEE ENCORE XTRA OPTIONS.
UPGRADE FEES - UP TO 60 DAYS FROM DIS = \$0; AFTER 60 DAYS = \$500; NOT AVAILABLE AFTER 545 DAYS, 200,000 MILES, OR BASE WARRANTY EXPIRATION
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X15 EFFICIENCY HARDWARE RATINGS END IN ZERO, X15 PERFORMANCE HARDWARE RATINGS END IN 5, X15 PRODUCTIVITY RATINGS FOLLOW SUIT





FUND:

540

DEPARTMENT:

Public Works

DATE:

December 8, 2020

BUDGET AMENDMENT #

[illegible]

Justification:

As approved by City Commission on December 1, 2020
for the purchase of residential and commercial garbage
equipment.

City of Weslaco

Department Head Approval

Date _____

Finance Director

Date _____

City Manager

Date

ORDINANCE 2020-37

AN ORDINANCE AMENDING ORDINANCE NUMBER 2020-27, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, FINDING NEED TO AMEND THE 2020-2021 MUNICIPAL BUDGET; TO WIT IN THE GENERAL FUND \$3,210,534.17 (NET); 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 2020-2021 budget; and

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

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

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

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

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

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

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

SECTION 4. APPROVAL. The 2020-2021 Official Budget, adopted by Ordinance 2020-27, is hereby reallocated, revised, amended and approved in the amount as set forth in the budget amendment form attached.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of December 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of January 2021.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3846
From:		
Subject: Approval of Ordinance 2020-38 a budget amendment in the amount not to exceed \$140,878.32 and authorize the Mayor to execute any related documents. (First reading held December 15, 2020; staffed by Public Works Department.)		
Background: The front end loader will be utilized for the air burner operations. Staff will be disposing clean brush that is collected within our city to be able to burn it at the air burner site located south on Midway Rd. instead of disposing at the landfill in Edinburg, TX. This piece of equipment is needed to load brush into the air burner container and once it is burned and turned into ashes it is needed to hook on an ash rake, which was included with the air burner, to rake out the ashes.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Budget Amendment Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Pete Garcia Vidal Roman Mike Perez		Created/Initiated New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Exhibit Budget Amendment, Tabulation Wheel Loader, O2020-38 budget amendment Front End Loader		
Responsibilities upon Approval:		



540

Public Works

December 9, 2020

BUDGET AMENDMENT #

(Round up all amounts to the nearest dollar)

Transfer from Fund Balance is for the purchase of a Front End Loader for Air Burner operations.

Department Head Approval

Date _____

12/9/20

Finance Director

Date _____

City Manager

Date

CITY OF WESLACO
Front End Loader Estimates
TABULATION



Date: 12/15/2020

DESCRIPTION **QTY**
 One (1) Wheel Loader 1

Doggett Heavy Machinery Danny Jackson 901 East Interstate 2 San Juan, Texas 78589 Ph No.: 956.342.5228 Office No.: 956.787.0001 danny.jackson@doggett.com	ROMCO Equipment Co. Adam Gomez 312 Park St. Mercedes, TX 78570 Ph No.: 956.551.4790 Fax No.: 956.565.1765 ccavazos@romco.com	Holt Cat Rudy Solis 10701 N. Highway 281 Edinburg, TX 78541 Ph No.: 956.371.2295 Office No.: 956.292.7900 rodolfo.solis@holtcat.com	H & V Equipment Services, Inc. David Dixon 5627 Hwy 281 Progreso, TX 78579 Ph No.: 956.239.6146 Office No.: 956.565.3788 david.dixon@doosan.com	Elliff Motors Stephanie Russell 1307 W. Harrison Ave. Harlingen, TX 78550 Ph No.: 361.688.6004 stephanie@elliffmotors.com
Total Price \$121,000.00 John Deere 344L Wheel Loader, 103 HP, Enclosed Cab, 2.0 cy, Pending Grapple Price Buyboard # 597-19 ETA: 4-5 months 36 Months/3,000 Hrs of Extended Warranty \$121,000.00 Doggett Heavy Machinery	Total Price \$140,878.32 VOLVO L50H Wheel Loader, 118 HP, Enclosed Cab, Grapple Attachment, 2.1 cy HGAC #EM 06-19 ETA: 45-60 Days 1 yr Standard Full Machine and Life Time Frame, Articulation Joint, and Loader Arm Warranty \$140,878.32 ROMCO Equipment Co.	Total Price \$132,474.00 New 2021, Caterpillar 914 Compact Wheeler Loader, 111 HP, Enclosed Cab, Grapple Attachment, 2.5cy Sourcewell #032119-CAT ETA: 1/30/2021 36 Months/3,000 Hrs Premier Full Machine Warranty \$132,474.00 Holt Cat	Total Price \$127,406.91 Doosan DL200-5-US10 Wheel Loader, 142 HP, Enclosed Cab, Grapple Attachment, 2.6 cy Sourcewell #040319-CEC ETA: Early Feb 2021 12 Months/1,500 Hrs Full Warranty, 36 Months/3,500 Hr PTHY \$127,406.91 H & V Equipment Services, Inc.	Total Price \$82,004.36 Kubota R630R43 Wheel Loader, 61.2 HP, Enclosed Cab, Grapple Attachment, 1.0 cy HGAC #EM 06-19 ETA: Pending 2 yr/4000 Hrs Full Warranty \$82,004.36 Elliff Motors

RECOMMENDATION:

Staff recommends approval of the most advantageous bid in the amount not to exceed \$140,878.32.

ORDINANCE 2020-38

AN ORDINANCE AMENDING ORDINANCE NUMBER 2020-27, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, FINDING NEED TO AMEND THE 2020-2021 MUNICIPAL BUDGET; TO WIT IN THE GENERAL FUND \$146,173.08 (NET); 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 2020-2021 budget; and

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

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

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

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

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

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

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

SECTION 4. APPROVAL. The 2020-2021 Official Budget, adopted by Ordinance 2020-27, is hereby reallocated, revised, amended and approved in the amount as set forth in the budget amendment form attached.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of December 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of January 2021.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3825	
From: Rebekah De La Fuente			
Subject: Approval of Ordinance 2020-39 a rezone request for 1402 W Sugarcane Dr. also being 6.06 acres out of the East 13.49 acres of Farm Tract 141, Block 161, West Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district, and authorize the Mayor to execute any related documents. (First reading held Decembers 15, 2020; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to R-2 Duplex and apartment district. Thirty-six (36) property owners within 200 feet of the applicant's property were notified by letter on November 20, 2020.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on November 16, 2020.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the rezone request based on existing surrounding areas at the regular meeting of December 2, 2020			
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends denial based on 2040 land use map.			
Attachments, if any: Rezone- 1402 W Sugarcane- Memo, 1402 W Sugarcane- Attachments, 1402 W Sugarcane Drive- aerial, O2020-39 rezone 1402 W Sugarcane			

Responsibilities upon Approval:

Staff will advise applicant

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

MEMO

TO: Mayor and City Commission

FROM: Rebekah de la Fuente, Planning & Code Enforcement Director

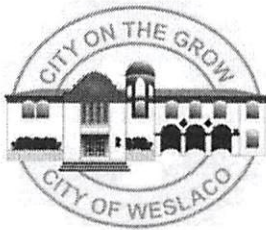
RE: Rezone- 1402 W Sugarcane Drive

DATE: December 7, 2020

The applicant is proposing to construction apartments at the proposed location. The 2040 Future Land Use Map does identify for this area to remain residential zoned. However, to the east of the property is an existing non-conforming mixed-use lot, to the west are existing non-conforming apartments and across the street is Cleckler Heald. The Planning & Zoning Commission recommended approval based on the existing use of the surrounding properties.

Thank you,

Rebekah de la Fuente, CFM



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 21-00003

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot F.T 141 Block 161

Subdivision Name West Tract Subdivision

Street Address - _____

Existing Zoning R-1 Existing Land Use Open

Proposed Zoning R-2 Proposed Land Use Multi-family

- ☒ \$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 Israel Lee Rivas Phone (956) 207-2435

Address 1401 W. El Rancho Blanco Rd.
813 Larry Twayne Way Fax: 956-331-8776

City Edinburg Pharr State TX Zip Code 78541 E-Mail: ir@i.rivas.kw-firm.com

OWNER

Name Israel Lee Rivas Phone (956) 207-2435

Address 1401 W. El Rancho Blanco Rd.
813 Larry Twayne Way Fax: _____

City Edinburg Pharr State TX Zip Code 78541 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 11-3-2020

Signature _____ Date 11-3-2020

Signature _____ Date _____

Owner
Applicant
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

CITY OF WESLACO
956-968-3181

REC#: 02688064 11/06/2020 8:54 AM
OPER: NV TERM: 039
REF#: 2618
PAID BY:

TRAN: 204.0000 REZONING APPL FEE
WEST TRACT
FT 141 BLK 161
101-400-1027
REZONING APPLICATIO 305.00CR

TENDERED: 305.00 CHECK
APPLIED: 305.00-

CHANGE: _____ 0.00

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

November 20, 2020

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, December 2, 2020, at 5:30pm and the City Commission will also hold a public hearing on December 15, 2020 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue and via zoom to consider the following request:

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-877 853 5247; Meeting ID:934 8984 3933

Members of the public who wish to participate in Public Hearing on an agenda item must send their name, address and phone number via email to karevalo@weslacotx.gov by 12:00 pm on October 7, 2020. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

Israel Lee Rivas is requesting to rezone 1402 W Sugarcane Dr. Also being 6.06 acres of Farm Tract 141, Block 161, West Tract Subdivision, 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
Planning Director



NOV 18, 2020

WESLACO IND SCHOOL DIST 312 W 5TH ST WESLACO TX 78596-6044	P3223-00-000-0001-00 PANTHER LOT 1 2102 N WESTGATE DR	L: 349935 B: 4405336
WESLACO IND SCHOOL DIST 312 W 5TH ST WESLACO TX 78596-6044	P3223-00-000-0002-00 PANTHER LOT 2 1111 SUGAR CANE DR	L: 954480 B: 9258000
ARISPE RAMON & MINERVA 1507 JUDI ST WESLACO TX 78599-3401	S6900-00-002-0003-00 SUN COUNTRY ESTATES LOT 3 BLK 2 0	L: 14400 B: 12325
JIMENEZ MARTA ALICIA T 1505 JUDI ST WESLACO TX 78599-3401	S6900-00-002-0004-00 SUN COUNTRY ESTATES LOT 4 BLK 2 0	L: 14400 B: 17458
MEDINA MARTINA 616 SPRING DR PASADENA TX 77504-1424	S6900-00-002-0005-00 SUN COUNTRY ESTATES LOT 5 BLK 2 0	L: 14400 B: 14359
SANCHEZ EDUARDO & ESTANISLADA 1501 JUDI ST WESLACO TX 78599-3401	S6900-00-002-0006-00 SUN COUNTRY ESTATES LOT 6 BLK 2 1501 JUDI ST	L: 14400 B: 10066
MUNOZ FILOMON 1508 JOYCE ST WESLACO TX 78599-3990	S6900-00-002-0009-00 SUN COUNTRY ESTATES LOT 9 BLK 2 0	L: 14400 B: 14763
CORTEZ MARIA LUISA FRAIRE & RAY 1506 JOYCE ST WESLACO TX 78599-3990	S6900-00-002-0010-00 SUN COUNTRY ESTATES LOT 10 BLK 2 0	L: 14400 B: 13900
MONTANO ISABEL & ELIDA M 1504 JOYCE ST WESLACO TX 78599-3990	S6900-00-002-0011-00 SUN COUNTRY ESTATES LOT 11 BLK 2 0	L: 14400 B: 31691
CARRILLO ABUNDIO PENA 1502 JOYCE ST WESLACO TX 78599-3990	S6900-00-002-0012-00 SUN COUNTRY ESTATES LOT 12 BLK 2 0	L: 14400 B: 9703
REGALADO, RAUL & ELIA R 1107 JOYCE ST WESLACO TX 78596	S6900-00-004-0003-00 SUN COUNTRY ESTATES LOT 3 BLK 4	L: 8700 B: 15838
ANCISO VALERIE 1505 JOYCE ST WESLACO TX 78599-4066	S6900-00-004-0004-00 SUN COUNTRY ESTATES LOT 4 BLK 4 0	L: 14400 B: 40097

NOV 18, 2020

ALVARADO ARMANDO & ELPIDIA 524 S BRIDGE AVE WESLACO TX 78596-6422	S6900-00-004-0005-00 SUN COUNTRY ESTATES LOT 5 BLK 4 0	L: 14400 B: 30416
TREVINO RAMON 1501 JOYCE ST WESLACO TX 78599-4066	S6900-00-004-0006-00 SUN COUNTRY ESTATES LOT 6 BLK 4 0	L: 14400 B: 10458
LOPEZ OMAR H VIDAL PO BOX 5763 HIDALGO TX 78557	S6900-00-004-0008-00 SUN COUNTRY ESTATES LOTS 8-11 BLK 4 1502 W SUGARCANE DR	L: 57600 B: 104641
LOPEZ OMAR H VIDAL 1502 W SUGAR CANE APT No 4 WESLACO TX 78599-3624	S6900-00-004-0012-00 SUN COUNTRY ESTATES LOT 12 BLK 4 1502 W SUGARCANE DR	L: 14400 B: 8812
GARCIA JOSE J & AMELIA 1507 EDNA ST WESLACO TX 78599-4138	S6900-00-006-0003-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 3 BLK 6 1107 EDNA ST	L: 14400 B: 11372
TAFOLLA ROBERT PO BOX 8231 WESLACO TX 78599-8231	S6900-00-006-0004-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 4 BLK 6 0	L: 14400 B: 23603
RIVERA JUANITA T 1502 JUDI ST WESLACO TX 78599-3812	S6900-00-006-0005-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 5 BLK 6 0	L: 14400 B: 8130
RODARTE GUADLAUPE & AUGUSTIN 64881 80TH AVE HARTFORD MI 49057-8614	S6900-00-006-0006-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 6 BLK 6 0	L: 14400 B: 10745
ALEMAN BERTHA ALICIA 1730 W LINCOLN ST WESLACO TX 78599-4360	S6900-00-006-0009-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 9 BLK 6 0	L: 14400 B: 0
RIVERA ANGELICA M 1502 JUDI ST WESLACO TX 78599-3812	S6900-00-006-0010-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 10 BLK 6 0	L: 14400 B: 44438
RIVERA ANGELICA M 1502 JUDI ST WESLACO TX 78599-3812	S6900-00-006-0011-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 11 BLK 6 0	L: 14400 B: 121009
RIVERA ANGELICA M 1502 JUDI ST WESLACO TX 78599-3812	S6900-00-006-0012-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 12 BLK 6 0	L: 14400 B: 0

NOV 18, 2020

ALANIZ ALICIA 1507 JANIE ST WESLACO TX 78599-3805	S6900-00-008-0003-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 3 BLK 8 0	L: 14400 B: 33722
LARA ELEZER & LIANA B PO BOX 1970 DONNA TX 78537-1970	S6900-00-008-0004-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 4 BLK 8 0	L: 14400 B: 21692
GONZALEZ RAMON & MARIA DEL CARMEN 213 W MILE 10 NORTH RD WESLACO TX 78599	S6900-00-008-0005-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 5 BLK 8 1503 JANIE ST	L: 14400 B: 0
GONZALEZ RAMON & MARIA DEL CARMEN 213 W MILE 10 NORTH RD WESLACO TX 78599	S6900-00-008-0006-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 6 BLK 8 1501 JANIE ST	L: 14400 B: 0
SALAZAR ALBERTO LUIS 1508 EDNA ST WESLACO TX 78599-4140	S6900-00-008-0009-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 9 BLK 8 0	L: 14400 B: 12836
MIRELES RICARDO 1506 EDNA ST WESLACO TX 78599-4140	S6900-00-008-0010-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 10 BLK 8 0	L: 14400 B: 15162
CRUZ ISAURA GARAY 1705 W 1ST ST MARION IN 46952-3368	S6900-00-008-0011-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 11 BLK 8 0	L: 14400 B: 17330
GARZA JOSE G & ALICIA C 1502 EDNA ST WESLACO TX 78599-4140	S6900-00-008-0012-00 SUN COUNTRY ESTATES UNIT NO. 2 L OT 12 BLK 8 0	L: 14400 B: 12727
TORRES INVESTMENTS LLC 1302 W SUGAR CANE WESLACO TX 78596	W3800-00-141-0000-00 WEST TRACT SE 6.43AC-E13.49AC FT 141 BNG AN IRR TR 5.91 AC NET 0	L: 121155 B: 189086
MARTINEZ HECTOR G MATA 5807 MENDOZA ST MERCEDES TX 78570	W3800-00-141-0000-01 WEST TRACT NE1.01AC-E13.49AC FT 141 0	L: 46177 B: 9763
RIVAS ISRAEL LEE 813 LARRY TWAYNE WAY EDINBURG TX 78541-1088	W3800-00-141-0000-02 WEST TRACT W264'-E504.25'-S1000' FT 141 6.06AC 1402 W SUGAR CANE DR	L: 0 B: 0
MONTES JUAN 2828 MIRELES ST WESLACO TX 78599	W3800-00-141-0000-09 WEST TRACT 0.515AC-E13.49AC FT 1 41 0.52AC NET 0	L: 37711 B: 45383

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540



70 2014 02519886

Instrument Number: 2014-2519886

Recorded On: June 06, 2014

As
Recording

Parties:

To

Billable Pages: 4

Number of Pages: 5

Comment: WARR DEED

**** Examined and Charged as Follows: ****

Recording	38.00
Total Recording:	38.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-2519886

Receipt Number: 1445802

Recorded Date/Time: June 06, 2014 02:30P

Record and Return To:

LAW OFFICE OF A C TONY GARCIA

RETURNED ORIGINAL TO CUSTOMER

TX

User / Station: P Diaz - Cash Superstation 08



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

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

WARRANTY DEED

Date: May 7, 2014

Grantor(s): Maricela A. Dube, joined herein by husband, Robert Paul Dube

Grantor's Mailing Address:
1909 Nightingale
McAllen, Texas 78504
Hidalgo County

Grantee(s): Israel Lee Rivas, a single person

Grantee's Mailing Address:
813 Larry Twayne Way
Edinburg, Texas 78541
Hidalgo County

Consideration:
For the love and affection which we have and bear unto and towards grantee.

Property (including any improvement, if any):

A 6.06 acres, more or less, out of the East 13.49 acres of Farm Tract One Hundred Forty-One (141), Block One Hundred Sixty-One (161), WEST TRACT SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Page 34-36, Map Records, Hidalgo County, Texas, more particularly described by metes and bounds as follows:

COMMENCING at a point in the centerline of Mile 9 North Road, the South boundary line of Farm Tract 141 and said point being the Southeast corner of Farm Tract 141;

THENCE, West with and along said South boundary line 240.25 feet to a point in said South boundary line, the Southeast corner of this parcel and place of beginning;

THENCE, West with and along the South boundary line of Farm Tract 141, 264 feet to a point, the Southwest corner of the parcel Hereby conveyed and also the Southwest corner of the East 13.49 acres of Farm Tract 141;

THENCE, North 1,000 feet parallel with the East boundary line of Farm Tract 141 to a point, the Northwest corner of this parcel;

THENCE, East 264 feet parallel with the South boundary line of Farm Tract 141 to a point, the Northeast corner of the parcel hereby conveyed;

THENCE, South 1,000 feet parallel with the East boundary line of Farm Tract 141 to the PLACE OF BEGINNING and Southeast corner of this tract.

Reservations from and Exception to Conveyance and Warranty:

- a. Statutory easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9.**
- b. Roads, easements and reservations as shown on the map and dedication of The West and Adams Tracts, recorded in Volume 2, Pages 34-37, Map Records of Hidalgo County, Texas.**
- c. Subject to any portion of subject property described herein lying within canal right of way.**
- d. Easements across the roads and highways for operating plants, canals, drains, and pipe lines, poles and lines of wire for the distribution and sale of water, heat, light and power, for drainage, and for telegraph and telephone lines, and for the purpose of operating lines of transportation for the carrying of freight and passengers, and for bridges, canals and laterals as reserved by instrument dated April 1, 1913, recorded in Volume 30, Page 6, Deed Records of Hidalgo County, Texas.**
- e. Easements for roadways and canals as shown by instrument dated January 18, 1918, recorded in Volume 66, Page 521, Deed Records of Hidalgo County, Texas.**
- f. Right of Way easement in favor of Hidalgo County as shown by instrument dated September 25, 1979, recorded in Volume 1641, Page 834, Deed Records of Hidalgo County, Texas.**
- g. Mineral and/or royalty reservation contained in deed dated January 22, 1981, recorded in Volume 1707, Page 557, Deed Records of Hidalgo County, Texas.**
- h. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease dated December 27, 1976, recorded in Volume 364, Page 43, Oil and Gas Records of Hidalgo County, Texas.**
- i. Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.**
- j. Rights of parties in possession.**
- k. Visible and apparent easements on or across the property herein described.**
- l. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.**

m. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successor, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrator, and successors to warranty and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successor, and assign against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as the reservations from and exceptions to conveyance and warranty.

NO TITLE OR TAX EXAMINATION WAS REQUIRED IN CONNECTION WITH THE PREPARATION OF THE DOCUMENT CONCERNING THE CONVEYANCE OF THE ABOVE DESCRIBED PROPERTY, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO TITLE OR TAX TO THIS PROPERTY.

As a material part of the consideration for this deed, Grantors and Grantee agree that Grantee is taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantors that the property has a particular financial value or is fit for a particular purpose. Grantee acknowledge and stipulate that Grantee is not relying on any representation, statement, or other assertion with respect to the property condition but is relying on Grantee's examination of the property. Grantee takes the property with the express understanding and stipulation that there is no express or implied warranties except for limited warranties of title set forth in this deed.

When the context requires, singular nouns and pronouns include the plural.



MARICELA A. DUBE

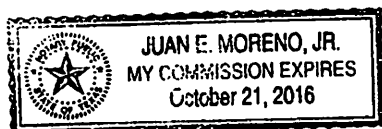


ROBERT PAUL DUBE

(Acknowledgment)

STATE OF TEXAS ()
COUNTY OF HIDALGO ()

This instrument was acknowledged before me on the 2nd day of June, 2014, by Maricela A. Dube.

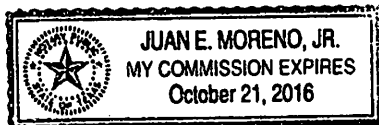


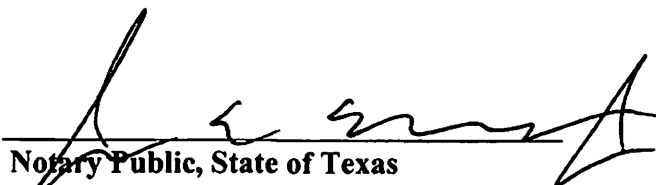

Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS ()
COUNTY OF HIDALGO ()

This instrument was acknowledged before me on the 2nd day of June,
2014, by **Robert Paul Dube**.




Notary Public, State of Texas

After Recording Return To:
A. C. Garcia, Attorney
P.O. Box 630
Pharr, Texas 78577

Prepared In The Law Office of:
A. C. Garcia, Attorney
125 E. Caffery Ave.
Pharr, Texas 78577



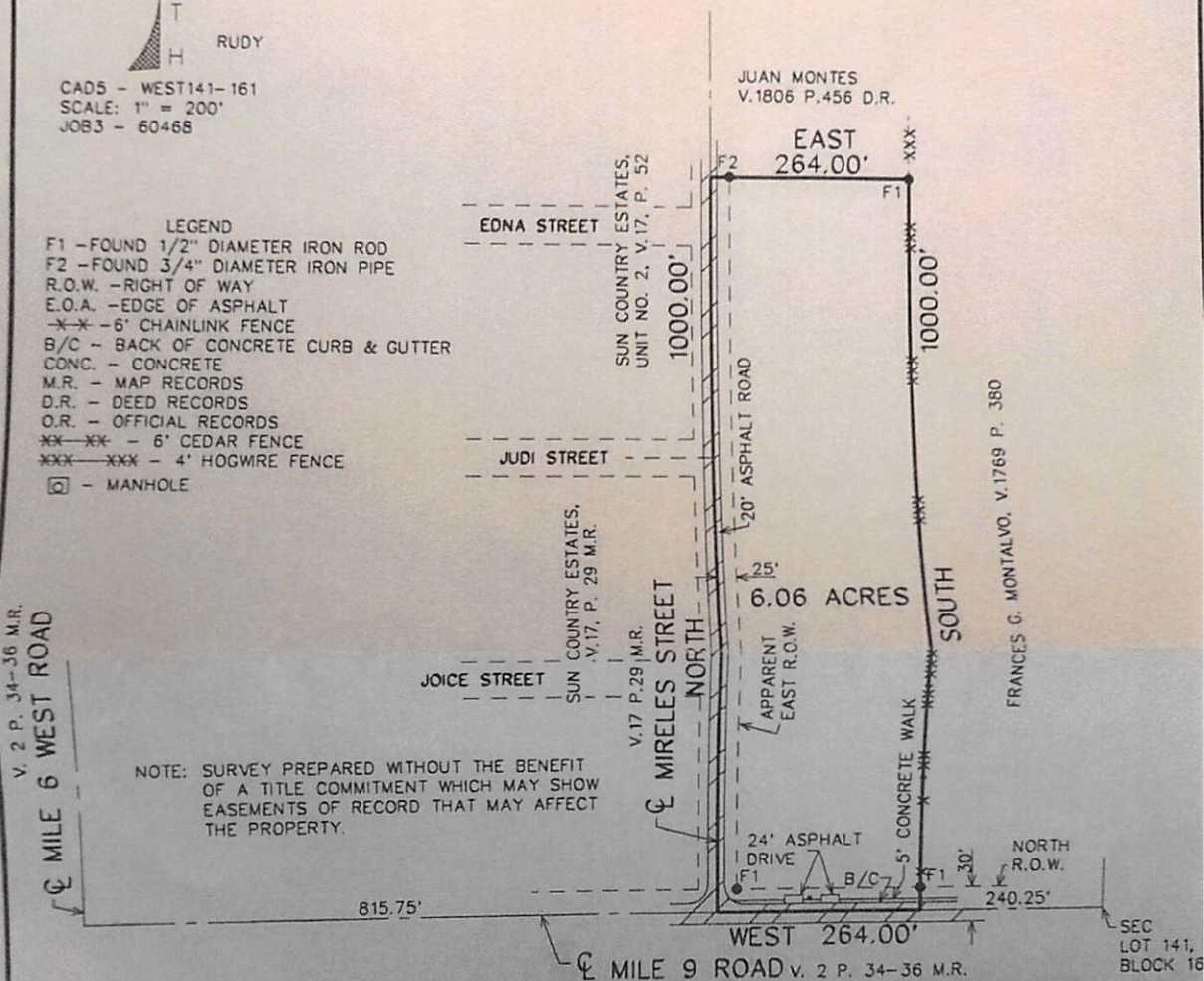
PEÑA ENGINEERING

FIRM #10087200 • 1001 WHITEWING • P.O. BOX 4320
(956) 682-8812 • McALLEN, TEXAS 78502 • FAX (956) 631-PENA

BASIS OF BEARING IS THE EAST LINE
OF SARAEL LEE RIVAS TRACT AS PER
DOC. # 2519886 O.R. HIDALGO COUNTY
TEXAS.

N
O
R
T
H
RUDY
CAD5 - WEST141-161
SCALE: 1" = 200'
JOB3 - 60468

LEGEND
F1 - FOUND 1/2" DIAMETER IRON ROD
F2 - FOUND 3/4" DIAMETER IRON PIPE
R.O.W. - RIGHT OF WAY
E.O.A. - EDGE OF ASPHALT
-X-X- 6' CHAINLINK FENCE
B/C - BACK OF CONCRETE CURB & GUTTER
CONC. - CONCRETE
M.R. - MAP RECORDS
D.R. - DEED RECORDS
O.R. - OFFICIAL RECORDS
-X-X-X- 6' CEDAR FENCE
-X-X-X- 4' HOGWIRE FENCE
□ - MANHOLE



BUYER'S NAME: ISRAEL LEE RIVAS

FLOOD ZONE: By GRAPHICAL PLOTTING Community Panel No. 480334 0450 C
Map Revised: May 30, 2002

- ☐ Zone "A" - This is to certify that this property is in a flood prone area.
☐ Zone "B" - This is to certify that this property is not in a flood prone area. However limits between the 100 year and 500 year flood are subject to flooding with average depths less than one foot.
☒ Zone "X" - This is to certify that this property is not in a flood prone area.

I certify that this plat represents the facts found on the ground at the time of survey and that there are no visible or apparent easements, discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or overlapping of improvements or visible easements except as shown on this plat. No subsurface utilities or service connections are shown. © copyright 2017 PENA ENGINEERING this survey was provided in multiple originals solely for the borrower named hereon, in conjunction with the original transaction which shall take place within 6 months after the survey was provided. No license has been created or implied to copy this Survey. Survey valid only if print has original seal and signature.

ADDRESS:

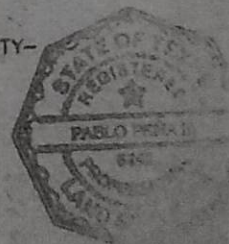
LEGAL DESCRIPTION: A 6.06 acre tract of land out of the EAST 13.49 acres of FARM TRACT ONE HUNDRED FORTY-ONE (141), BLOCK ONE HUNDRED SIXTY-ONE (161) THE WEST & ADAMS TRACTS, Hidalgo County, Texas

ACCORDING TO THE MAP RECORDED IN VOLUME 2 PAGE 34-36
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Pablo Peña III

PABLO PEÑA III
REG. PROFESSIONAL LAND SURVEYOR No. 5242

06-14-2017
DATE



Government Payments - EZNETPAY - Payment Receipt

Hidalgo County - Tax Office (ACT)
P. O. Box 178
Edinburg, TX 78540

Payment Receipt

Payment To: Hidalgo County - Tax Office (ACT)
Payment For: Property Taxes
Account Number: W380000141000002
Name: Rivas L. Israel
Billing Address: 1401 W. El Rancho Blanco Road
Pharr TX 78577
Date: 11/05/2020
Time: 09:17:31 AM, CST
Reference Number: 3203350
Transaction ID: h5p7z8n0
Payment Amount: \$63.84

Please Note:

The payment amount charged on your statement will be notated by the words: **Government Payments**

A copy of this receipt has been sent to the following email address: israel.rivas@sbglobal.net

Thank you for your payment!

If you have any questions regarding your transaction, you may call Government Payments - EZNETPAY at (956) 682-3486 during our business hours of 8:00 am to 5:00 pm Central Standard Time, Monday through Friday, or you may call Hidalgo County - Tax Office (ACT) at (956) 318-2157.

Rezone Request

R-1 to R-2

Legend

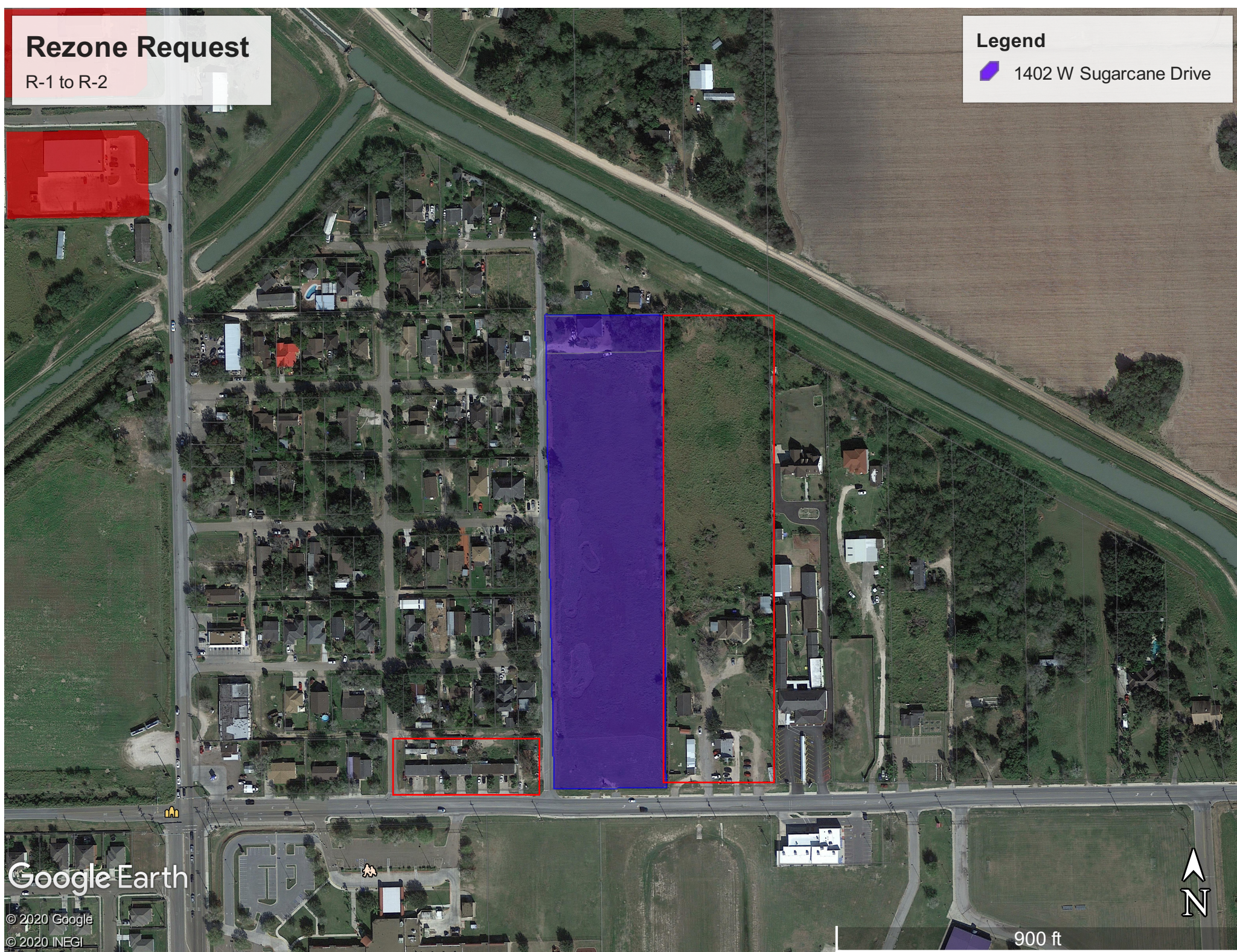
 1402 W Sugarcane Drive

Google Earth

© 2020 Google
© 2020 INEGI



900 ft



ORDINANCE NO. 2020-39

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 1402 W SUGARCANE DR. ALSO BEING 6.06 ACRES OUT OF THE EAST 13.49 ACERS OF FARM TRACT 141, BLOCK 161, WEST TRACT SUBDIVISION, HIDALGO COUNTY, 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 district. Being 1402 W Sugarcane Dr. Also being 6.06 acres out of the East 13.49 acers of Farm Tract 141, Block 161, West Tract Subdivision, Hidalgo County, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of December 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of January 2021.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3826	
From: Rebekah De La Fuente			
Subject: Approval of Ordinance 2020-40 a rezone request for 1819 N. Border Ave. also being 1 acre out East 170'-N256.23' of Farm Tract 131, Block 162, West and Adams Tract, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. (First reading held December 15, 2020; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to R-2 Duplex and apartment district.. Twenty-two (22) property owners within 200 feet of the applicant's property were notified by letter on November 20, 2020.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on November 16, 2020.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the rezone request at the regular meeting of December 2, 2020			
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any: Rezone- 1819 N Border- Memo, 1819 N Border- attachments, 1819 N Border- aerial, O2020-40 rezone 1819 N Border-			

Responsibilities upon Approval:

Staff will advise applicant

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

MEMO

TO: Mayor and City Commission

FROM: Rebekah de la Fuente, Planning & Code Enforcement Director

RE: Rezone- 1819 N Border Avenue.

DATE: December 7, 2020

The applicant is proposing to construction apartments at the proposed location. The 2040 Future Land Use Map does identify for this area to remain residential zoned. However, the property immediately to the west is zoned R-2 for Apartments. The Planning & Zoning Commission recommended approval based on the existing use of the surrounding properties.

Thank you,

Rebekah de la Fuente, CFM



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 21-00002

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot Out of Farm Tract 131 Block Block 162, West and Adams Tracts Hidalgo County, Texas

Subdivision Name WEST TRACT E170'-N256.23' FT 131 1.0AC GR 0.88AC NET

Street Address 1819 N. Border Avenue Weslaco, TX 78599

Existing Zoning Residential Existing Land Use Single Family

Proposed Zoning Multifamily Proposed Land Use Multifamily

- ☒ \$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 Petra R Garza Phone 956-332-0494

Address 1819 N Border Avenue Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: petra38@icloud.com

OWNER

Name Petra R Garza Phone 956-332-0494

Address 1819 N Border Avenue Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: petra38@icloud.com

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

Signature *Petra R Garza* Date *10/26/2020*
Owner

Signature *Petra R Garza* Date *10/26/2020*
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

CITY OF WESLACO
956-968-3181

REC#: 02688066 11/06/2020 8:54 AM
OPER: NV TERM: 039
REF#: 564
PAID BY:

TRAN: 204.0000 REZONING APPL FEE
1819 N. BORDER
101-400-1027
REZONING APPLICATIO 305.00CR

TENDERED: 305.00 CHECK
APPLIED: 305.00-

CHANGE: 0.00

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

November 20, 2020

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, December 2, 2020, at 5:30pm and the City Commission will also hold a public hearing on December 15, 2020 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue and via zoom to consider the following request:

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-877 853 5247; Meeting ID:934 8984 3933

Members of the public who wish to participate in Public Hearing on an agenda item must send their name, address and phone number via email to karevalo@weslacotx.gov by 12:00 pm on October 7, 2020. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

Petra Garza is requesting to rezone 1819 N. Border Ave. Also being 1 acre out of Farm Tract 131, Block 162, West and Adams Tract, 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.

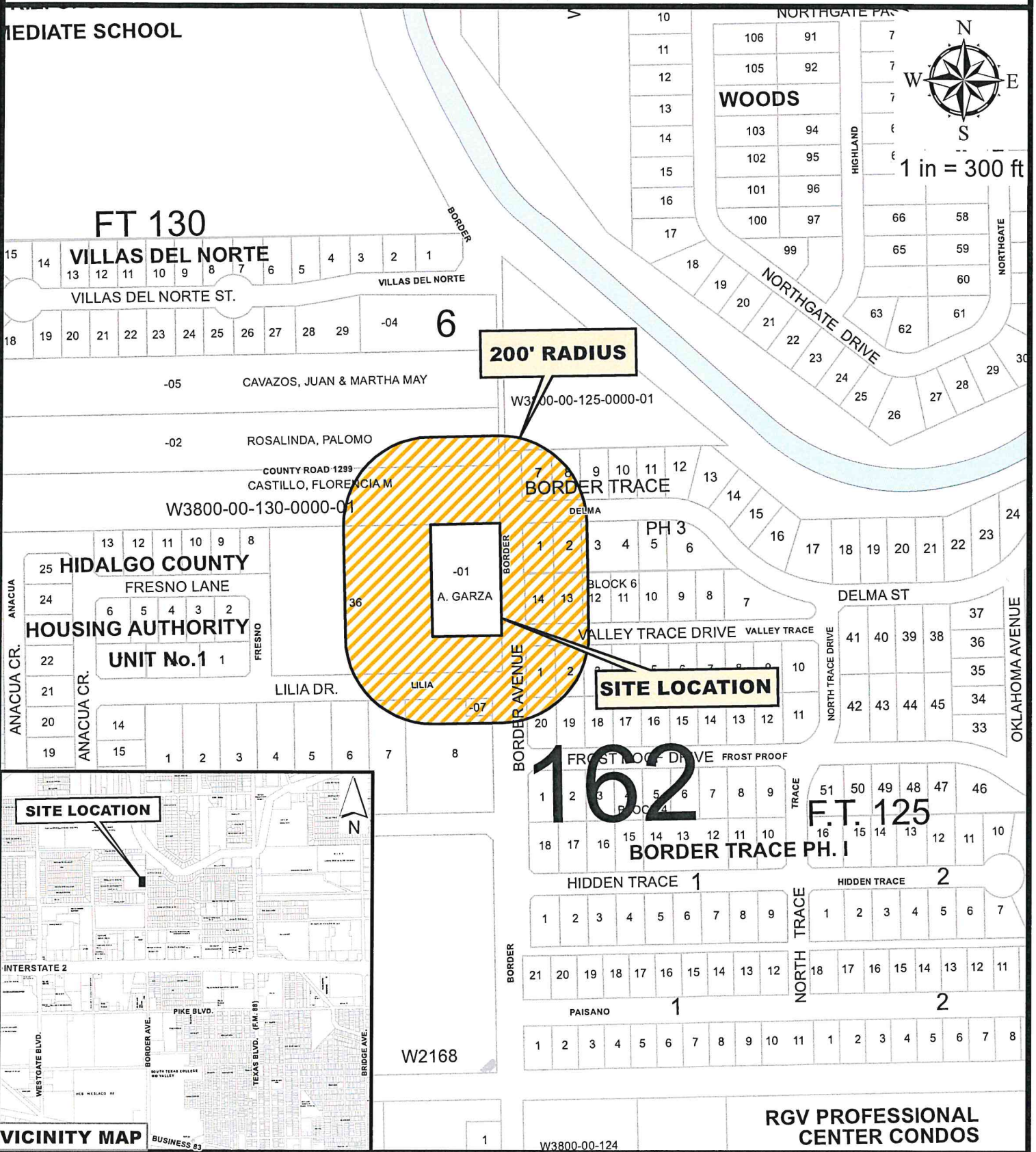
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

CITY OF WESLACO

Engineering Department



Petra R. Garza

**1819 N. Border Ave.
WEST TRACT**

E170'-N256.23' FT 131 1.0AC GR 0.88AC NET

BLOCK 162, F.T. 131, LOT 11

Purpose for the Rezoning request

Existing zoning: R-1
Existing land use: Single Family
Proposed zoning: R-2
Proposed land use: Multifamily



NOV 18, 2020

DUQUE LAURA E & HECTOR R 817 VALLEY TRACE DR WESLACO TX 78599-4124	B3678-02-005-0001-00 BORDER TRACE PH 2 LOT 1 BLK 5 817 W VALLEY TRACE DR	L: 23649 B: 111428
SOZA JAVIER A & YVETTE T 813 VALLEY TRACE DR WESLACO TX 78599-4124	B3678-02-005-0002-00 BORDER TRACE PH 2 LOT 2 BLK 5 813 W VALLEY TRACE DR	L: 22917 B: 90621
CHAVEZ JOSE J & KECIA Y 809 VALLEY TRACE DR WESLACO TX 78599-4124	B3678-02-005-0003-00 BORDER TRACE PH 2 LOT 3 BLK 5 809 VALLEY TRACE DR	L: 22917 B: 87858
KOPECKY ANIKA MARIE 812 FROST PROOF DR WESLACO TX 78599-4121	B3678-02-005-0019-00 BORDER TRACE PH 2 LOT 19 BLK 5 812 FROSTPROOF DR	L: 22917 B: 78690
ALVAREZ MARIA ELENA 816 FROST PROOF DR WESLACO TX 78599-4121	B3678-02-005-0020-00 BORDER TRACE PH 2 LOT 20 BLK 5 0	L: 23649 B: 99362
GALVAN, CARLOS & MELINDA 808 VALLEY TRACE DR WESLACO TX 78596-4122	B3678-02-006-0012-00 BORDER TRACE PH 2 LOT 12 BLK 6 808 W VALLEY TRACE DR	L: 22917 B: 75893
TORRES, EDWARD & DAMARIS 812 VALLEY TRACE WESLACO TX 78596	B3678-02-006-0013-00 BORDER TRACE PH 2 LOT 13 BLK 6 812 W VALLEY TRACE DR	L: 22917 B: 102104
CISNEROS, MARIA G 816 W VALLEY TRACE DR WESLACO TX 78596	B3678-02-006-0014-00 BORDER TRACE PH 2 LOT 14 BLK 6 816 W VALLEY TRACE DR	L: 23649 B: 104236
TEJAS BUILDING & DEV CO INC 2623 N TEXAS BLVD WESLACO TX 78599-4039	B3678-03-000-0001-00 BORDER TRACE PH 3 LOT 1 817 DELMA ST	L: 17107 B: 0
TORRES BUILDING & CONSTRUCTION 2623 N TEXAS BLVD WESLACO TX 78599-4039	B3678-03-000-0002-00 BORDER TRACE PH 3 LOT 2 815 DELMA ST	L: 22857 B: 122768
GALVAN CARLOS JR & ANDREA V 805 DELMA ST WESLACO TX 78599-0395	B3678-03-000-0003-00 BORDER TRACE PH 3 LOT 3 & 4 809 DELMA ST	L: 45786 B: 133130
SANDOVAL LUPITA LOPEZ 816 DELMA ST WESLACO TX 78599-5280	B3678-03-000-0007-00 BORDER TRACE PH 3 LOT 7 816 DELMA ST	L: 24525 B: 124556

NOV 18, 2020

JIMENEZ HERICA 808 DELMA ST WESLACO TX 78599-5280	B3678-03-000-0008-00 BORDER TRACE PH 3 LOT 8 812 DELMA ST	L: 22914 B: 0
JIMENEZ HERICA G & RUBEN REYNA 808 DELMA ST WESLACO TX 78599-5280	B3678-03-000-0009-00 BORDER TRACE PH 3 LOT 9 808 DELMA ST	L: 22914 B: 121277
LEW MARK & XIALOU HU 3120 SPRINGVIEW LN MOUNT HAMILTON CA 95140-9716	H2557-01-000-0036-00 HIDALGO CO HOUSING AUTHORITY #1 LOT 36 0	L: 75415 B: 1737803
TORRES, ALVARO & LIDIA E 3124 S AMANDA ST WESLACO TX 78596-1638	S5921-00-000-0007-00 STARLIGHT LOT 7 909 LILIA DR	L: 21932 B: 53206
DE LA GARZA, MARCOS J & LY 1701 N BORDER AVE WESLACO TX 78596-3603	S5921-00-000-0008-00 STARLIGHT LOT 8 1701 N BORDER AVE	L: 53326 B: 66457
DE LA GARZA EUGENIO JR 4823 N MILE 5 1/2 W WESLACO TX 78599-2838	W3800-00-125-0000-01 WEST TRACT NW2.25AC IRR TR FT 12 5 2.01AC NET 1902 N BORDER AVE	L: 60821 B: 29827
VELA CHRISTINA C & FLORENCIA C 1901 N BORDER AVE WESLACO TX 78599	W3800-00-130-0000-01 WEST TRACT S4AC-S20AC FT 130 1901 N BORDER AVE	L: 23384 B: 114115
PALOMO, ROSALINDA & JOSE J 1919 N BORDER AVE WESLACO TX 78596-3602	W3800-00-130-0000-02 WEST TRACT N132'-S264' FT 130 4. 0AC GR 3.94AC NET 1919 N BORDER AVE	L: 28899 B: 162364
GARZA, ARNOLDO G & PETRA 1819 N BORDER AVE WESLACO TX 78596-3604	W3800-00-131-0000-01 WEST TRACT E170'-N256.23' FT 131 1.0AC GR 0.88AC NET 1819 N BORDER AVE	L: 48099 B: 92466
HARRISON CLINTON E JR ET AL PO BOX 720181 MCALLEN TX 78504-0181	W3800-00-131-0000-07 WEST TRACT N40'-S920.20'-E100' FT 131 0.09 AC GR 0.07 AC NET 0	L: 6582 B: 3168

Petra R. Garza
1819 N. Border Avenue
Weslaco, TX 78599
956-332-0494 | petra38@icloud.com

October 26, 2020

Application for Rezoning Statement

To Whom It May Concern,

The intent of the submittal of the Application for Rezoning for my property located on 1819 N. Border Avenue Weslaco, TX 78596, is to build multi-family residential units for disabled seniors. The type of operation is the construction of (2) residences each with (2) rental units. Please refer to the attached layout

Thank you for your consideration,

X 

Petra R. Garza

EXHIBIT A
TRACT 1 – 1.00 ACRE
OUT OF FARM TRACT 131, BLOCK 162, WEST AND ADAMS TRACTS, HIDALGO COUNTY, TEXAS,
VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS
FIELD NOTES

BEING A 1.00 ACRE TRACT OF LAND OUT OF AND FORMING A PART OR PORTION OF FARM TRACT 131, BLOCK 162, WEST AND ADAMS TRACTS IN HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 1.00 ACRE TRACT BEING THE SAME LAND DESCRIBED IN A SPECIAL WARRANTY DEED FROM BANK UNITED TO ARNOLDO G. GARZA AND WIFE, PETRA GARZA, DATED JULY 29, 1997, RECORDED IN DOCUMENT # 638492, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 1.00 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT COTTON-PICKER-SPINDLE SET AT THE NORTHEAST CORNER OF THE SAID FARM TRACT 131, BLOCK 162, SAME POINT BEING THE SOUTHEAST CORNER OF FARM TRACT 130, BLOCK 162 OF THE SAID WEST AND ADAMS TRACTS, SAME BEING A POINT ON THE CENTERLINE OF N. BORDER AVENUE (70.00 FOOT EXISTING RIGHT-OF-WAY), FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND POINT OF BEGINNING;

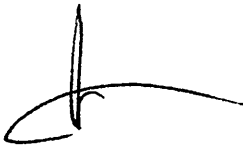
THENCE S 01°04'21" E ALONG THE EAST LINE OF THE SAID FARM TRACT 131, BLOCK 162, SAME BEING ALONG THE CENTERLINE OF N. BORDER AVENUE, TO THE MOST EASTERLY NORTHEAST CORNER OF THE CALLED HIDALGO COUNTY HOUSING AUTHORITY UNIT # 1, RECORDED IN VOLUME 33, PAGE 41, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 256.23 FEET TO A COTTON-PICKER-SPINDLE SET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 88°55'39" W ALONG THE NORTHERN BOUNDARY LINE OF THE SAID HIDALGO COUNTY HOUSING AUTHORITY UNIT # 1, PASSING AT 30.00 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF N. BORDER AVENUE (AS PER BORDER TRACE PHASE III, RECORDED IN VOLUME 52, PAGE 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS), PASSING AT 40.00 FEET A 1/2-INCH IRON ROD FOUND AT THE MOST EASTERLY NORTHEAST CORNER OF LOT 36 OF THE SAID HIDALGO COUNTY HOUSING AUTHORITY UNIT # 1, AND CONTINUING FOR A TOTAL DISTANCE OF 170.00 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 01°04'21" W PARALLEL TO THE EAST LINE OF THE SAID FARM TRACT 131, TO A POINT ON THE NORTH LINE OF THE SAID FARM TRACT 131, A DISTANCE OF 256.23 FEET, TO A 1/2-INCH CAPPED IRON ROD SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 88°55'39" E ALONG THE NORTH LINE OF THE SAID FARM TRACT 131, PASSING AT 140.00 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF N. BORDER AVENUE, AND CONTINUING FOR A TOTAL DISTANCE OF 170.00 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 1.00 ACRES OF LAND, MORE OR LESS, OUT OF WHICH THE EAST 30.00 FEET (0.176 ACRES) ARE LOCATED WITHIN THE EXISTING RIGHT-OF-WAY OF THE SAID N. BORDER AVENUE (EXISTING 70.00 FOOT RIGHT-OF-WAY).

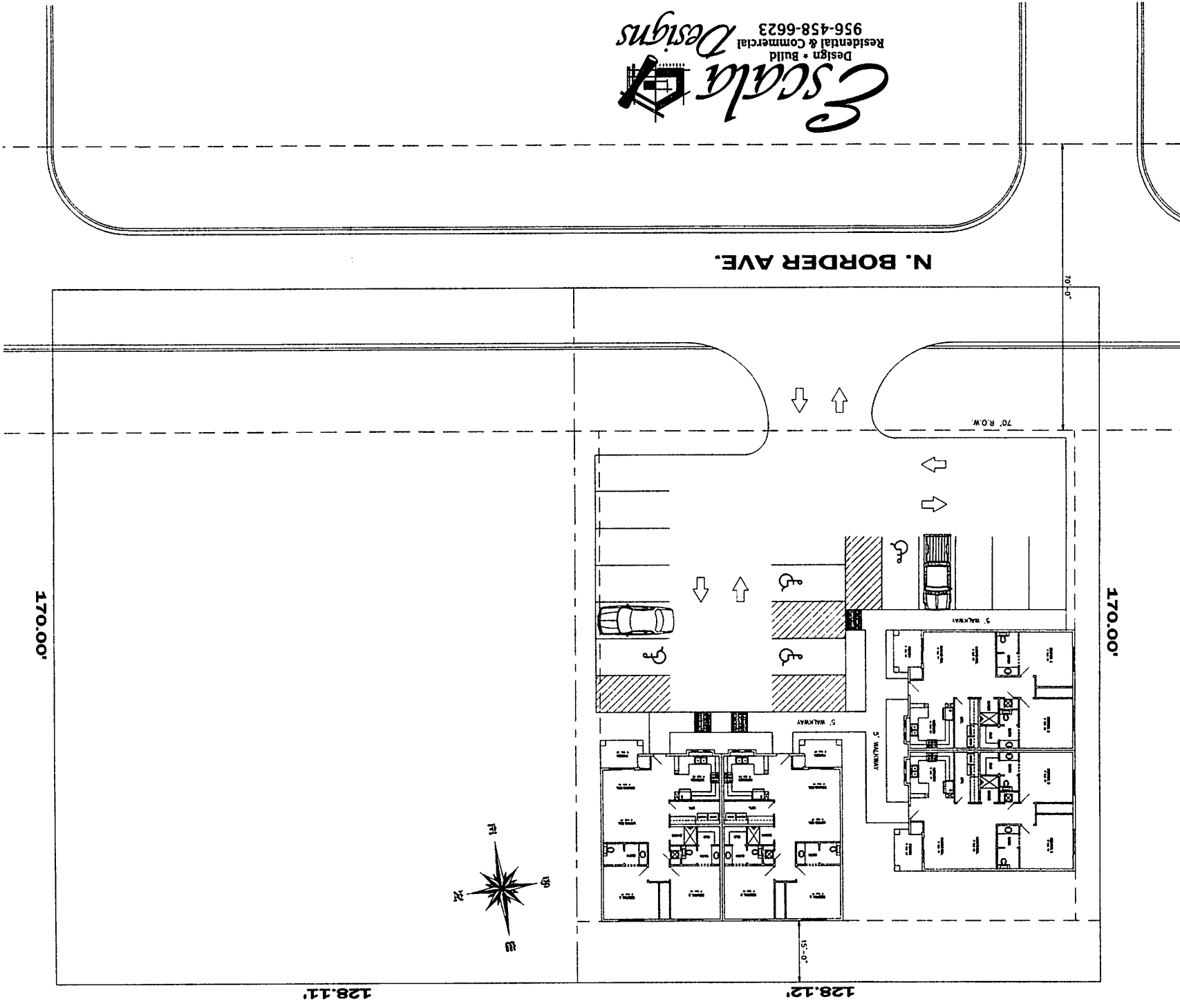
I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELDNOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



9/28/2020

IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10th AVENUE
EDINBURG, TEXAS 78539





REPORT OF

[Handwritten signature]



100.073

2019 TAX STATEMENT REMINDER



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



Account No: W3800-00-131-0000-01

Certified Owner:

GARZA ARNOLDO G & PETRA
1819 N BORDER AVE
WESLACO TX 78599-3604

Legal Description:

WEST TRACT E170'-N256.23' FT 131 1.0AC
GR 0.88AC NET



Legal Acres: 0.8800

Parcel Address: 1819 N BORDER AVE

As of Date: 01/09/2020

Appr. Dist. No.: 324560

Year	Tax Units	Remaining Levy	IF PAID IN JANUARY 2020		IF PAID IN FEBRUARY 2020		IF PAID IN MARCH 2020	
			Penalty Interest & Other Fees	Total	Penalty Interest & Other Fees	Total	Penalty Interest & Other Fees	Total
2019	1,2,40,53,54,55	\$1,509.85	\$0.00	\$1,509.85	\$105.70	\$1,615.55	\$135.88	\$1,645.73
<i>paid on line 1/23/2020</i>					<i>check for 1495.80 returned 2/19/2019</i>			
AMOUNT DUE *				\$1,509.85		\$1,615.55		\$1,645.73

Tax Unit Codes:

1 HIDALGO COUNTY 2 DRAINAGE DIST #1 40 CITY OF WESLACO 53 WESLACO ISD 54 SOUTH TEXAS ISD
55 SOUTH TEXAS COLLEGE

Please disregard if paid in full. All 2019 taxes will become delinquent on February 1, 2020.

Call Tax Office if change of address or ownership.

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES

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

As of Date: 01/09/2020

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



Appr. Dist. No.:

W3800-00-131-0000-01

324560

119911



GARZA ARNOLDO G & PETRA
1819 N BORDER AVE
WESLACO TX 78599-3604

53596



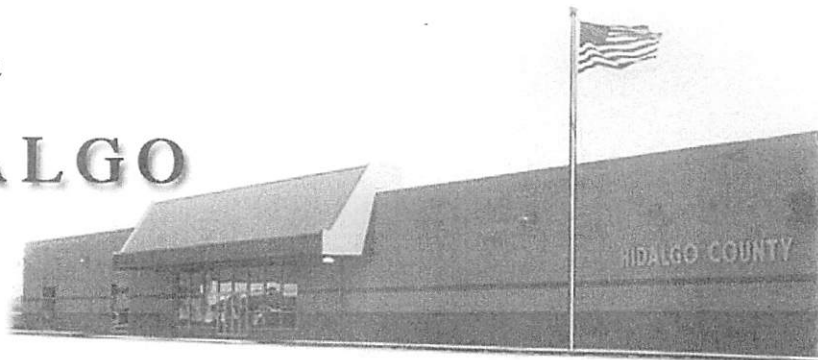
If Paid In	Amount Due
JANUARY 2020	\$1,509.85
FEBRUARY 2020	\$1,615.55
MARCH 2020	\$1,645.73
Amount Paid:	\$

00003245600000150985

Office of Tax Assessor-Collector

COUNTY of HIDALGO

PETRA A GARZA
1819 N. BORDER
WESLACO, TX 78596



Pablo "Paul" Villarreal, Jr. PCC.

Hidalgo County Tax Assessor-Collector

February 19, 2019

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

ACCOUNT NO: W-3800-00-131-0000-01

Dear Taxpayer:

Your **Check # 0074828298** in the amount(s) of **\$ 1,495.80** (Is/are) returned herewith for the reason indicated below:

- ☐ **Not payable to the proper party. Check should be payable to:**
Pablo "Paul" Villarreal, Jr., PCC, HIDALGO COUNTY TAX ASSR/COLL.
- ☐ Check not signed.
- ☐ No account number specified or incorrect account number.
- ☐ Figures and written amounts are not complete or do not correspond.
- ☐ CHECK indicates payment to _____, kindly remit payment to them, as we do not collect for that entity.
- ☒ All taxes paid through 2018 on the above mentioned account(s). Advise immediately if you wish to pay on a different property.
- ☐ Check made over the amount for taxes due at this time.
- ☐ Account currently under bankruptcy.
- ☐ Other reason: _____

We thank you for your immediate attention to this matter.
Sincerely,

Edgar Jaramillo,
Collection's Department
956-318-2935

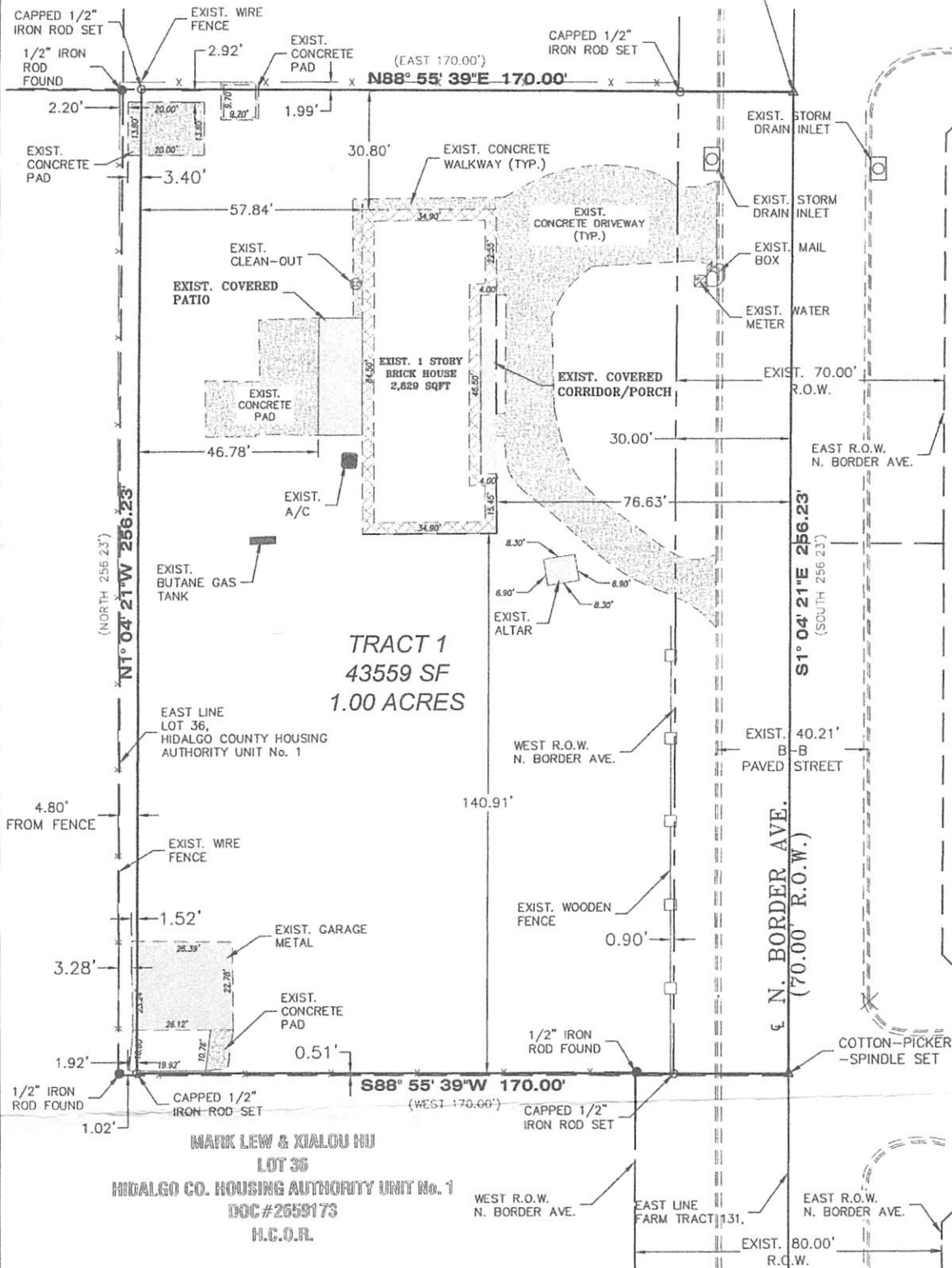
EXHIBIT B
EXISTING IMPROVEMENT SURVEY
TRACT 1 - 1.00 ACRES
FARM TRACT 131, BLOCK 162, WEST & ADAMS TRACTS,
AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS,
VOLUME 2, PAGES 34-37,
MAP RECORDS OF HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES

LEGEND	
○	CAPPED 1/2" IRON ROD SET
⊙	FENCE CORNER
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
XXXX	MEASURED
(XXXX)	RECORD CALL DEED No. 638492, O.R.H.C.
△	COTTON-PICKER-SPINDLE SET

SCALE: 1" = 30'
BEARING BASIS
TX STATE PLANE
COORDINATES NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA
SYSTEMS NETWORK

CHRISTINA VELA & FLORENCIA C
PENA
SOUTH 2 AC OF LOT 130
WEST & ADAMS TRACTS
DOC #2774478
H.C.O.R.

P.O.B
N.E. CRN FARM TRACT 131
WEST & ADAMS TRACTS
COTTON-PICKER-SPINDLE SET
N: 16590679.3468'
E: 1148538.2969'



TEXAS BUILDING & DEV CO INC
LOT 1
BORDER TRACT PHASE III
VOL. 52, PG. 53
H.C.O.R.

SURVEYOR'S NOTES:

- 1) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.
 - 2) THE PROPERTY SHOWN IS IN ZONE "X" (AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.) OUT OF ANY SPECIAL FLOOD HAZARD AREAS IN THE CITY OF WESLACO, HIDALGO COUNTY, AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP NO. 480334 0450 C, DATED JUNE 06, 2000.
 - 3) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING SEPTEMBER 2020, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS" FOR LAND TITLE SURVEYS; THAT THERE ARE NO VISIBLE EASEMENTS, ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN.

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE, EDINBURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DATE: SEPTEMBER 2020
PROJECT: SUR 20 129
PAGE: 1 OF 1

IVAN GARCIA
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

DATE



Rezone Request

R-1 to R-2

Legend

 1819 N Border

Google Earth

© 2020 Google
© 2020 INEGI

600 ft



ORDINANCE NO. 2020-40

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 1819 N. BORDER AVE. ALSO BEING 1 ACRE OUT EAST 170'-N256.23' OF FARM TRACT 131, BLOCK 162, WEST AND ADAMS TRACT, HIDALGO COUNTY, 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 district. Being 1819 N. Border Ave. Also being 1 acre out East 170'-N256.23' of Farm Tract 131, Block 162, West and Adams Tract, Hidalgo County, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of December 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of January 2021.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3854	
From:			
Subject: Approval to submit an application renewing the ERate 2021-2022 Grant program, accept funds upon award, accept additional funding if awarded during the grant year, and authorize the Mayor to execute any related documents. (Staffed by Library Department.)			
Background: The Schools and Libraries Program of the Universal Service Fund (ERate) makes discounts available to eligible schools and libraries for internet access, maintenance, and equipment. The program is intended to ensure that schools and libraries have access to affordable bandwidth and computing infrastructure. The program provides up to a 80% discount and has saved the city hundreds of thousands of dollars in years past. The library would like to continue participation and seeks permission to do so.			
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: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.			
Martin Mata		Created/Initiated	
Arnold Becho		Approved	
Vidal Roman		Approved	
J. Martin Vela		New	
Mike Perez			
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Erate Overview, Memo - ERate Approval 2021-2022			
Responsibilities upon Approval: The Library will begin the application process and return for Commission approval of			

other measures as required by the grant and City protocol.

What is E-rate

The E-rate program provides discounts on certain services and products that are essential for classrooms and libraries to receive voice, video, and data communications. The amount of the discount depends on the level of poverty and location of the school or library receiving service. The discount ranges from 20% to 90% of the cost of eligible services.

To be eligible to receive discounts, a school or library must meet certain eligibility criteria. In general elementary and secondary schools are eligible to receive discounts--including many private schools and religious schools. Public libraries and library systems can receive E-rate discounts, provided they meet the eligibility requirements of libraries.

The E-rate process

Develop a Technology Plan - applicant develops a plan for technology implementation.

Procure Services - based on the technology plan, the applicant files the FCC Form 470 to announce that they are seeking E-rate support to purchase eligible goods and services. When the Form 470 is posted to the SLD's website, a 28-day period begins in which interested service providers may submit proposals and bids to provide service to the applicant. After the 28 day posting period, the applicant reviews the bids and proposals, selects a service provider, and signs a contract or service agreement.

Apply For Funding - the applicant submits the FCC Form 471 which tells the SLD which service provider was selected, the goods and services for which the applicant will be requesting E-rate support, and the costs of those goods and services.

Application Review - SLD will review the application to substantiate that the requests are for eligible services that will be delivered to eligible locations and students/patrons.

Receive Services - applicants receive services during the "Funding Year" (July 1 - June 30). They submit the Form 486 to the SLD to signify that the approved services are being delivered.

Realizing Discounts - the applicant has two means of realizing the benefit of the E-rate program. The first, is to receive discounted billing from the approved service provider (the service provider then bills the SLD for the committed portion of the delivered services. The second is to pay the service provider in full and then apply for reimbursement directly to the SLD.

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

December 8, 2020

To: David Suarez, Mayor; Leo Muñoz, Mayor Pro-Tem; Greg Kerr, Commissioner; Jose "JP" Rodriguez, Commissioner; Adrian Farias, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata, Vidal Roman, Sonia Flores, J. Martin Vela
Fr: Arnoldo Becho, Library Director
Re: Request to approve application to the ERate 2021-2022 program

The Library would like to continue participation within the Schools and Libraries (E-rate) Program and is requesting for permission to apply to the next fiscal year of program funding. The library has participated in ERate for greater than 10 years and the program has provided millions of dollars in savings to the city.

The ERate program provides discounts on computing infrastructure, computer maintenance, internet access, and other services. ERate allows the library to maintain its computer infrastructure and access the internet at a discounted price. The amount of the discount depends on the level of poverty and location receiving service. Recently, the library has qualified from 80% to 90% discount.

This agenda item has been budgeted within the 2020-2021 fiscal year. The library is not able to provide information regarding total funding and the city's matching responsibility at this point because those numbers are calculated later during the ERate process. Any funding granted and matching responsibility required will be brought to commission at a later time. There will be an opportunity to review and accept or deny those amounts at that time. From past experience, a rough estimate of \$35,000 in granted funds and \$15,000 of matching funds is logical, but it is very likely that both of those numbers change significantly.

Library staff strongly supports the request as it provides necessary services and equipment and a much lower than market cost. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

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



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3848
From:		
Subject: Approval to terminate a Weslaco Mid Valley Airport Ground Lease Agreement with Tenant Shari Pate for Hanger W3 and approval of a Weslaco Mid Valley Ground Lease Agreement with Tenant Arthur E. Beckwith for Hangar W3 and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)		
Background: The proposed ground lease agreement is for seven (7) years, with a 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):		
Joanna Fernandez Andrew Muñoz Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: W3 LEASE AGREEMENT, W3 BILL OF SALE		
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 _____, 2020, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Arthur E. Beckwith, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

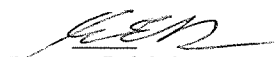
NOW THEREFORE, in consideration of the terms, premises, and mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee covenant and agree as follows:

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately 2,700 sq. ft. (W3) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of 7 years. Thereafter, this lease may not be renewed or extended.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of


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the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

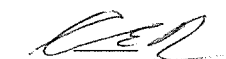
Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that 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.

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 \$ 594.00. The first year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this agreement 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


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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 agreement 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.

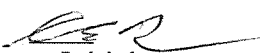
Section 4. Use of Lease Premises

- 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


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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 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


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Lessor. Any such non-aviation related business or activity must be so established by a separate agreement.

- 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 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 agreement 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 agreement.


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- 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.

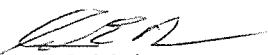
Section 7. Hold Harmless

- 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.

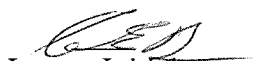
Section 9. Non-Discrimination


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- 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


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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:


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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


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C) Notice to Lessee to be sent to:

Lessee Name: Arthur E. Beckwith
Address: P.O. Box 1029
Progreso, TX 78579


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

Section 14. Miscellaneous

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


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TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

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


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this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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


Lessee Initials _____

EXECUTED this _____ day of _____, 2020.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

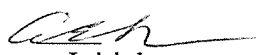
Approved as to Form:

City Attorney

Attest: _____
City Secretary

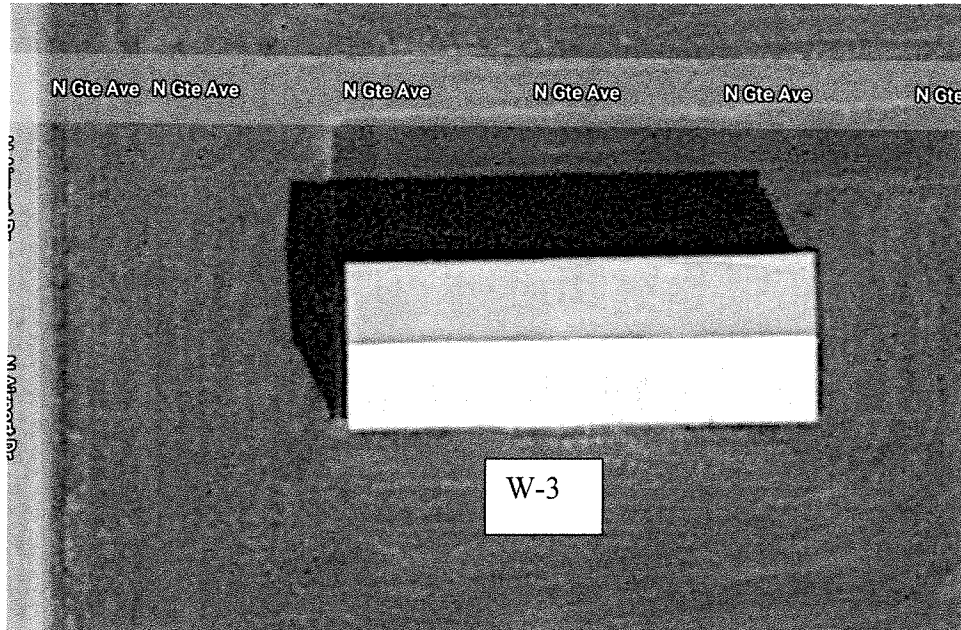


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“EXHIBIT A”

HANGAR W3
90' x 30'




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Bill of Sale

Date: **December 8, 2020**

Seller: **Shari Pate**

Seller's Mailing Address: **1909 Joe Stephens, Weslaco, Hidalgo County, Texas 78596**

Buyer: **Arthur E. Beckwith**

Buyer's Mailing Address: **PO BOX 1029 PROGRESO, TX 78579**

Consideration: **TEN AND NO/100THS DOLLARS (\$10.00) including other good and valuable consideration.**

Transferred Properties:

Hanger #W3 located at the Weslaco Mid Valley Airport, Hidalgo County, Texas.

Reservations from Transfer:

NONE

Exceptions to Transfer and Warranty:

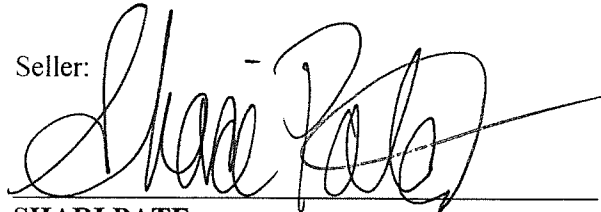
All of record.

Seller, for the Consideration and subject to the Reservations from the Transfer and the Exceptions to Transfer and Warranty, sells transfers, and delivers the Transferred Properties to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever. Seller binds Seller and Seller's heirs and successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Seller but not otherwise, except as to the Reservations from Transfer and the Exceptions to Transfer and Warranty.

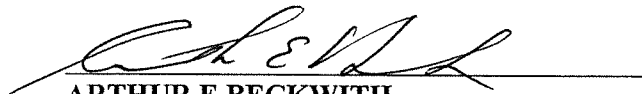
As a material part of the Consideration for this sale, Seller and Buyer agree that Buyer is taking the Transferred Properties "AS IS" and that there are no representations, disclosures, or express or implied warranties except those contained in the purchase contract and this bill of sale. Buyer has not relied on any information other than Buyer's inspection and the representations and warranties expressly contained in the purchase contract and this bill of sale.

When the context requires, singular nouns and pronouns include the plural.

Seller:


SHARI PATE

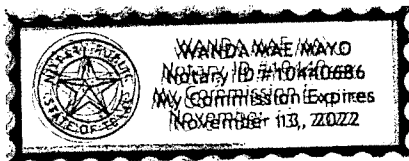
Buyer:

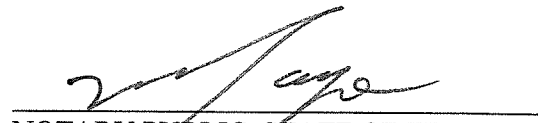

ARTHUR E BECKWITH

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 8th day of **December, 2020**, by
SHARI PATE.

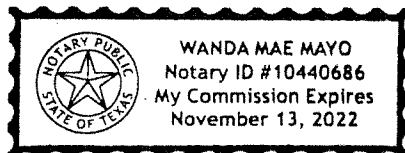



NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 8th day of **December, 2020**, by
ARTHUR E BECKWITH.




NOTARY PUBLIC, STATE OF TEXAS



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3859
From:		
Subject: Authorization to enter into an Interlocal Cooperation Act Agreement between City of Weslaco Police Department and the Lower Rio Grande Valley Development Council (LRGVDC) through the Lower Rio Grande Valley Police Academy (LRGVRPA) for the use of the Weslaco Police Department's Shooting Range and Training and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: Request for the City Commission to approve the Interlocal Cooperation Act between the City of Weslaco Police Department (WPD) and the U. S. Customs and LRGVDC through LRGVRPA. WPD will provide the Shooting Range and training facility, which will be utilized in the service of crime prevention and for law enforcement purposes.		
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):		
Roxanne Saavedra Robert Lopez Mike Perez		Created/Initiated New
City Manager Comments: Approve.		
Staff Recommendation: Weslaco Police Department recommends approval.		
Attachments, if any: ICAA WPD with LRGVDC LRGVRPA 12.2020		
Responsibilities upon Approval: Upon approval, please provide signatures from Mayor, City Attorney and City Secretary on the original agreement and forward it to the Weslaco Police Department.		

STATE OF TEXAS

COUNTY OF HIDALGO

**INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN
THE CITY OF WESLACO, TEXAS BY AND THROUGH
THE WESLACO POLICE DEPARTMENT
AND THE LOWER RIO GRANDE VALLEY POLICE ACADEMY FOR SHOOTING
RANGE USE AND TRAINING**

This Agreement is entered into, by and between the City of Weslaco, a home rule municipality (City) by and through the City of Weslaco Police Department (WPD) and the Lower Grande Valley Development Council (LRGVDC) through the Lower Rio Grande Valley Police Academy (LRGVRPA), pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

WHEREAS, the Act, provides that any one or more local government entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the City, for the purposes of performing functions of law enforcement through the WPD, has a shooting range and training facility (Range);

WHEREAS, the LRGVRPA has a need for use of the Range which will be utilized in the service of crime prevention and for law enforcement purposes, such as training.

WHEREAS, the WPD and the LRGVRPA are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the WPD and the LRGVRPA have heretofore entered into this Agreement providing for the use of the Range by the DPS for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the City, WPD and the LRGVRPA hereby agree as follows:

1. The WPD will share and allow use of its Range to the LRGVPA for use in training related to law enforcement purposes under the following terms and conditions:
 - a. LRGVRPA shall schedule use of the Range at a mutually agreeable time and date.
 - b. LRGVRPA shall abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".
 - c. LRGVRPA accepts the Range facility in "as-is" condition and acknowledges that the City and the WPD make no warranty in any manner as to the fitness of the facility for any specific purpose.

- d. The Range is the property of the City and WPD and use of said Range is subject to the policies, rules and procedures established by the WPD as set forth in Exhibit "A".
 - e. LRGVRPA shall use the Range solely in the service of crime prevention and for law enforcement purposes, such as training.
 - f. LRGVRPA and LRGVDC shall be solely responsible for any injuries or damages to persons or property when the Range is used by its employees, assigns, contractors or any other authorized personnel using the Range.
 - g. LRGVRPA and LRGVDC shall waive any and all actions or causes of action for injury or damage as a result of their use of the Range as set forth in the executed Waiver Agreement, attached as Exhibit "B" and incorporated by reference, prior to any scheduled use of the Range.
2. To the extent permitted by the laws of the State of Texas, LRGVRPA and LRGVDC, its predecessors, successors and assigns hereby release, relinquish, and discharge the City, WPD, their predecessors, assigns, legal representatives, and former, present and future agents, employees, directors and officers from any liability arising out of the use of the Range for any injury, including death or damage to persons or to property where such damage is sustained in connection with or arising out of the use of the Range as set forth in Exhibit "B".
 3. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement will be performable in Hidalgo County, Texas.
 4. The City and WPD will receive no compensation from the LRGVRPA and LRGVDC for any facility sharing or use of the Range pursuant to this Agreement.
 5. This Agreement may be terminated by either party without cause upon thirty (30) day written notice of intent to terminate
 6. This Agreement is executed in duplicate copies, each of which shall have the full force and effect of an original, to be effective as stated herein, but ministerially signed on the date indicated below.

CITY OF WESLACO:

Mayor:

David Suarez, Mayor

Date

WESLACO POLICE DEPARTMENT:

Joel Rivera, Chief of Police

Date

Lower Rio Grande Valley Development Council:



Manuel Cruz Executive Director



Date

APPROVED AS TO FORM:

City Attorney:

Juan E. Gonzalez

Date

ATTEST: City Secretary

Norma A. Cantu

Date

EXHIBIT “A”



WESLACO POLICE DEPARTMENT
RANGE RULES

1. A RANGE MASTER MUST BE PRESENT AT ALL TIMES
2. FOLLOW YOUR DEPARTMENTS CODE OF CONDUCT. (NO HORSEPLAY)
3. NO ALCOHOLIC BEVERAGES ALLOWED.
4. NO TOBACCO PRODUCTS ON THE FIRING LINE.
5. NO ONE IS ALLOWED ON RANGE TAKING ANY SUBSTANCE THAT COULD IMPAIR THE ABILITY TO CORRECTLY RESPOND TO AUDIBLE OR VISUAL COMMAND. THIS INCLUDES, BUT IS NOT LIMITED TO, ALCOHOL OR ANY PRESCRIBED OR OVER THE COUNTER MEDICATIONS.
6. DAMAGES OR UNSAFE CONDITIONS SHALL BE REPORTED TO THE WESLACO POLICE DEPARTMENT TRAINING DIVISION IMMEDIATELY. (OR AS SOON AS PRACTIBLE)
7. RANGE MUST BE CLEANED OF DEBRIS, TRASH, AND BRASS CASING. (USE APPROPRIATE BINS).
8. RANGE MASTER IS RESPONSIBLE FOR ENSURING THAT ALL SHOOTERS CONTAIN THEIR SHOTS INSIDE THE RANGE. STRAY ROUNDS SHOULD NOT BE PERMITTED TO LEAVE THE RANGE. ENSURE PROPER TARGET AQUISITION AND MARKSMASHIP IS ADHERED TO.
9. RANGE MASTER SHALL ENSURE THAT ALL SHOOTERS/OBSERVERS FOLLOW THE 4 CARDINAL RULES OF WEAPONS HANDLING AT ALL TIME. 1) TREAT ALL GUNS AS IF THEY ALL LOADED. 2) KEEP MUZZLE POINTED IN A SAFE DIRECTION. 3) KEEP YOUR FINGER OFF THE TRIGGER UNTIL READY TO FIRE. 4) KNOW YOUR TARGET AND WHAT IS BEYOND IT.
10. NO ONE SHOULD BE ON THE FIRING LINE EXCEPT THOSE FIRING.
11. THE RANGE SHALL ONLY BE USED BY AGENCY/LAW ENFORCEMEN/MILITARY PERSONNEL AND MAY NOT BE USED FOR PERSONAL PROFIT.
12. NO CIVILIAN PERSONNEL SHALL BE ALLOWED ON THE RANGE UNLESS APPROVED BY WESLACO PD TRAINING DEPARTMENT.
13. NO SHOOTING WILL BE CONDUCTED FROM AN ELEVATED POSITION.
14. TARGETS MAY ONLY BE PLACED AT THE DESIGNATED TARGET AREA. THEY MAY NOT BE PLACED ON THE BERM OR NEAR THE SHOOTING LINE. (CONCRETE)
15. NO CALIBER WEAPONS ABOVE A (223/556).
16. THESE RULES APPLY TO ALL PERSONNEL REGARDLESS OF RANK OR AGENCY.

WESLACO POLICE DEPARTMENT TRAINING

Sergeant Brooks Ditto
(956)968-8591 ext. 2007
bditto@weslacotx.gov

Lieutenant Armando Espinoza Jr.
(956)968-8591 EXT. 2009
aespinoza@weslacotx.gov

EXHIBIT “B”

WAIVER AGREEMENT

FOR USE OF THE WESLACO POLICE DEPARTMENT SHOOTING RANGE BY LAW ENFORCEMENT

Agency: _____

Instructor (s)/ Range Master(s): _____

Weapon Calibers (list all): _____

I _____ DO HEREBY CERTIFY THAT I AM OVER THE AGE OF EIGHTEEN (18) AND MAY CONSENT TO THIS AGREEMENT AND WAIVE, HOLD HARMLESS, AND INDEMNIFY THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS AND ITS EMPLOYEES AND ELECTED OFFICIALS FOR TH FOLLOWING.

- THE USE OF THE WESLACO POLICE DEPARTMENT SHOOTING RANGE AS OPERATED BY THE WESLACO POLICE DEPARTMENT.

I AM FULLY AWARE OF ANY AND ALL RISKS ASSOCIATED WITH THE ABOVE-MENTIONED UNDERTAKING AND FULLY AND EQUIVICALLY ASSUME THESE RISKS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- INJURY AND/OR DEATH TO PERSON
- INJURY AND/OR DAMAGE TO REAL AND OR PERSONAL PROPERTY.

FURTHMORE I FULLY UNDERSTAND AND AGREE THAT I WILL USE THE SHOOTIONG RANGE IN "AS IS" CONDITION AND THAT THE CITY OF WESLACO EXPRESSLY WANES ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

INDEMNIFICATION:

I HEREBY VOLUNTARILY RELEASE, DISCHARGE, WAIVE, AND RELINQUISH ANY AND ALL ACTION OR CAUSES OF ACTION FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OCCURRING TO ME AS A RESULT OF MY USE OF THE WESLACO POLICE DEPARTMENT SHOOTING RANGE. I HEREBY RELEASE , WAIVE, DISCHARGE, AND RELINQUISH ANY ACTIONS OR CAUSES OF ACTIONS AFOREMENTIONED , WHICH MAY HEREAFTER ARISE FOR ME AS MY ESTATE, AND AGREE THAT UNDER NO CIRCUMSTANCES WILL I PROSECUTE OR PRESENT ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AGAINST THE CITY OF WESLACO OR ANY OF ITS AGENTS AND EMPLOYEES FOR ANY SAID CAUSE OF ACTION, WHETHER THE SAME SHALL ARISE BY NEGLIGENCE OF ANY SAID PERSONS, OR OTHERWISE. IT IS MY INTENT BY SIGNING THIS WAIVER AGREEMENT TO EXEMPT AND RELEASE, INDEMNITY AND HOLD HARMLESS THE CITY OF WESLACO AND ANY OF ITS EMPLOYEES, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES AND AGENTS FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH.

MY SIGNATURE ON THIS FORM CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THIS WAIVER AGREEMENT AND TO VERIFY MY STATUS AS A LAW ENFORCEMENT OFFICER.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Agency: _____

Address/Location: _____

Witness/Weslaco Police Department Representative

Signature: _____ Date: _____

Print Name: _____



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3861	
From:			
Subject: Acceptance of funds in the amount of \$17,500.00 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 Chief of Police to execute any related documents. (Staffed by Police Department.)			
Background: To accept and receive funds from the U. S. Department of Justice United States Marshals Services for TASK Force operations to the assigned US Marshal/Task Force Officer in the amount of \$17,500.00.			
Funding Source (budget code, if applicable): 101-5202-510080			
Amount: \$17,500.00	Term of Impact: October 7, 2020 - September 30, 2021	Identified in Current Budget: Yes	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: Was reviewed and approved by the City Commission on December 17, 2019 under Agenda Item No.: 2019-2956			
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 New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends acceptance and approval.			
Attachments, if any: US Marshals Services Obligation Document 2020- 2021			
Responsibilities upon Approval: Invoices will be submitted in a monthly basis by the Weslaco Police Department and Finance Department to agency for reimbursement of overtime wages incurred during Joint Law Enforcement Operations Task Force Obligations. Funds will be requested for reimbursement when overtime is approved for task force			

related duties.

Joint Law Enforcement Operations Task Force
Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #:

SECTION 2: PARTICIPATING AGENCIES

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

Weslaco Police Department

and

Southern District of Texas (79)

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

SECTION 3: PERIOD OF PERFORMANCE

October 7, 2020

to

September 30, 2021

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2021	D79	AFF-B-OP	JLEOTFS4	25205 - TFO Overtime	\$17,500.00
Total Obligation Amount:					\$17,500.00

SECTION 5: DESCRIPTION OF OBLIGATION

TX1081400

TFO overtime for one TFO (\$17,500.00)

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: 2020.12.11 15:04:44 -06'00'

Date: 12/11/2020

Ann Hephner, Administrative Officer

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: JOHNNY WILLIAMS

Digitally signed by JOHNNY WILLIAMS
Date: 2020.12.15 10:50:16 -06'00'

Date: 12/15/2020

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



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3865	
From:			
Subject: Authorization for solicitation of sealed bids to purchase a mobile lift for Public Works Fleet Maintenance Division and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Olga Garza Mike Perez		Created/Initiated	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Memo Sealed Bids for Mobile Lifts			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Letty Lopez, Commissioner, District 5
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

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: January 5, 2021
To: Mayor and City Commission
From: Pete Garcia, Public Works Director
Subject: Sealed Bids to Purchase Mobile Lift
Cc: Mike Perez, City Manager
Vidal Roman, Finance Director

Public Works staff would like to request authorization to solicit sealed bids to purchase mobile lift for Fleet Maintenance Division. We budget \$76,000.00 this fiscal year to purchase this item which will benefit the city when conducting repairs at our city shop and/or on site for heavy machinery up to 108,000 lbs. including fire trucks and front-end loaders.



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3693	
From:			
Subject: Approval on amendments and extension from January 7, 2021 to February 7, 2021 for Disaster Declaration (COVID--19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3864
From:		
Subject: Discussion and consideration on Resolution 2021-01 appointing a member to the Board of Adjustments & Appeals to the Zoning -Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)		
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 Joe Pedraza Rebekah De La Fuente Mike Perez		Created/Initiated Approved Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: BOAAZ board members, BOAAZ applicant list as of 12.30.20av, Board App. Paul Garza, R2021-01 Board of Adj & Appeals Zoning - Ord		
Responsibilities upon Approval:		

Board of Adjustments & Appeals to the Zoning-Ordinance

First name	Last name	Term expires
Paul	Garza	1/6/2021
Andy	Veliz	11/2/2021
Nick	Carranza	11/6/2021
Maria	Cisneros	10/4/2021
*Mark	McCaleb	12/21/2023

Revised 110619 mv

APPLICANTS for BOARD OF ADJUSTMENTS & APPEALS ZONING ORDINANCE

Last Name	First Name	Application Date
Garza	Paul	12/29/2020

As of 12.30.20av



Application for Service

City of Weslaco Boards and Committees

Name of Applicant: PAUL GARZA Email Address: PAULGARZARV@AOL.COM

Phone Number: 956-648-6922 Alternate Phone Number: 956-969-0176

Home Address: 1419 W. 6TH ST City: WESLACO Inside City limits: ☒ Yes ☐ No

How many years have you lived at this residence? 40+ YRS

Mailing Address, if different from home address: _____

What committee/board do you wish to serve on:

BOARD OF ADJUSTMENTS & APPEALS

Why do you want to be appointed to this board(s)? YES

What value do you believe you will be bringing to the board(s)? EXPERIENCE. I'VE
BEEN ON THIS BOARD FOR OVER 20 YRS

What civic involvement and Business Experience applicable to the position(s) to which you are applying: _____

Have you been bonded or eligible to obtain one? ☐ Yes ☒ No.

Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes ☒ No

Are you related to any member of the Commission? ☐ Yes ☒ No.

If so, to who and how _____

Have you previously served on a City Board? ☒ Yes ☐ No

If so, which board and when BA+AS SINCE 1995

Have you ever been elected to public Office? ☐ Yes ☒ No.

If so, which office and when? _____

Do you consent to release the info on this application to the public? ☒ Yes ☐ No.

Are you 25 years of age or older? ☒ Yes ☐ No

Timestamp of Receipt:
RECEIVED

DEC 29 2020

BY: [Signature]

The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances of State of Texas laws I understand that if I am appointed to a board I will be expected to participate actively and attend all meetings as necessary. If I am unable to service, I will notify my staff liaison.

Applicant's Signature: Paul Garza Date: 12/29/20

RESOLUTION NO. 2021-01

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individual is appointed to serve on the Board of Adjustments & Appeals-Zoning Ordinance as follows:

NAME

TERM ENDING

01-05-2023

PASSED AND APPROVED on this 5th day of January 2021.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3860	
From:			
Subject: Discussion and consideration on agreement with Custom Controls Unlimited LLC for Control System Reprogramming and SCADA Conversion materials and services for the Weslaco Water Treatment Plant 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 Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Agreement CCU Q120820JLR2			
Responsibilities upon Approval:			

12/9/2020

To: George Quilantan-Inframark
Weslaco Water Treatment Plant
Control System Reprogramming and SCADA Conversion

Quote: CCU Q120820JLR2

Scope: Includes items related to:

A. Control System Reprogramming W/ Existing SCADA System

B. Control System Reprogramming W/ VTScada Conversion

Custom Controls Unlimited (CCU) is pleased to offer the following **QUOTE** based on the below equipment and services as related to the Drawings and Customer Requirements.

A. Control System Reprogramming W/ Existing SCADA System

1. Services Provided by CCU Inc.:

- Existing Control Panel PLC Programming per Functional Process Descriptions
 - Main Plant Control Panel Including Remote I/O Units
 - RIO-CHEM
 - RIO-HSPS
 - RIO-CW2
 - RIO-P34
 - RIO-SLD
 - Raw Water Pump Station Control Panel
- Existing SCADA Development and Communication Verification
- Existing I/O Verification from Equipment to SCADA
- Alarms, Reports, and Historical Data Configuration as Required
- Operator Training

2. Services NOT Provided by CCU Inc.:

- RTU Hardware or Control Panel Supply
- Instrumentation Supply
- Any Service Not Explicitly Stated Above

B. Control System Reprogramming W/ VTScada Conversion

1. Software Provided by CCU Inc.:

- Trihedral Engineering VTScada Redundant System License
 - Full Development and Runtime License
 - Internet Client Connections
 - Alarm Notification
 - Historian Data Logging for All Monitored I/O
 - Custom Report Configuration
- 24-Hour Support and Remote Access for PLC and SCADA Configuration

2. Services Provided by CCU Inc.:

- Existing Control Panel PLC Programming per Functional Process Descriptions
 - Main Plant Control Panel Including Remote I/O Units
 - RIO-CHEM
 - RIO-HSPS
 - RIO-CW2
 - RIO-P34
 - RIO-SLD
 - Raw Water Pump Station Control Panel
- SCADA System Conversion from Existing FactoryTalk System
- Chlorine Dioxide Integration over Serial Communication
 - Option B Required Due to Communication Requirements
- New Graphical Design per Functional Description
- Alarms, Reports, and Historical Data Configuration as Required
- Operator Training

3. Services NOT Provided by CCU Inc.:

- RTU Hardware or Control Panel Supply or Modifications
- Instrumentation Supply or Modifications
- Any Service Not Explicitly Stated Above

Notes & Exceptions

- Final pricing is pending functional description development with operations team
- Any hardware determined to be non-functional or damaged at the time of install will be replaced at an additional time & material
- A digital copy of the PLC programs will be provided at the end of the project and available for use & modification by the Owner or any third-party contractor in the future
- Integration of the Chlorine Dioxide system requires the use of Option B due to communication limitations of the existing SCADA system
- 24-Hour Remote Support is available on an additional time & materials basis

Pricing and Payment Terms

Custom Controls Unlimited, LLC will provide the materials and services listed above for a lump sum cost of:

- A. Control System Reprogramming W/ Existing SCADA System.....\$48,656.00
- B. Control System Reprogramming W/ VTScada Conversion.....\$63,063.00

Note: Select either Option A or B Above
(Sales Tax Not Included)

Acceptance of Quote:

We have read and understand all pages of this agreement and hereby acknowledge receipt of a copy hereof and realize the attached CUSTOM CONTROLS UNLIMITED, LLC Conditions of Sale are part of this agreement. You are authorized to do the work as specified. *Circle and initial by the prices above to accept and authorize Notice to proceed.*

WITNESS OUR SIGNATURES, this the _____ day of _____, 20 ____.

OWNER

Company Name: _____

Signed by: _____

Print Name: _____ Title: _____

FOR CUSTOM CONTROLS UNLIMITED, LLC

Signed by: _____

Print Name: _____ Title: _____

CUSTOM CONTROLS UNLIMITED, LLC CONDITIONS OF SALE

1. Sales and Use Tax. If a valid exemption certificate is not provided, Owner shall pay sales taxes associated with the services contracted as applicable, and shall directly pay or reimburse CCU for any such taxes that CCU may be required to pay, including without limitation, sales and/or use taxes required under applicable law in connection with CCU's purchase or use of equipment, supplies, materials, and/or subcontracted services, necessary in performing the Services listed above.
2. Performance of Obligations. The manner in which CCU's obligations are to be performed and the specific hours during which the obligations are to be performed shall be determined solely by CCU. CCU shall not be required to devote full time, attention, or energy to the performance of CCU's obligations under this Agreement. However, CCU shall work as many hours as may be reasonably necessary for CCU to fulfill its obligations under this Agreement. CCU shall supply at CCU's expense any instrumentalities required by CCU for the performance of CCU's obligations hereunder.
3. Term. The term of this Agreement will commence on the date the last of the parties' executes this Agreement and continue until terminated in accordance with paragraph 9 of this Agreement. Notwithstanding any other provisions of this paragraph, this Agreement will terminate automatically in the event of a party's bankruptcy, insolvency, or assignment for the benefit of creditors.
4. Compensation. Any amount due from Owner hereunder which is not paid when due shall bear interest at a rate equal to 1.5% per month, 18% per annum, (but in no event more than the maximum rate permitted by law) from the date due until paid. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. CCU shall be solely responsible for reporting and paying any such taxes.
5. Indemnification and Release. Owner shall indemnify, defend, and hold CCU, and its parents, subsidiaries, affiliates, officers, employees, and licensors, harmless from any and all claims, demands, actions, damages, losses, liability, costs, and expenses, including actual attorney fees, brought by any third party, arising out of or by virtue of any breach or default in the performance of any obligation on Owner's part to be performed under the terms of this Agreement; any direct or indirect act of negligence of Owner; or Owner's failure to comply with any requirements of any governmental authorities.
6. Warranty. CCU warrants the products shall conform to the description contained in this agreement and be free from defects in material and workmanship for a period of one (1) year from the date the products are initially placed in operation, or 18 months from when the products are shipped, whichever occurs first, provided that the products are stored, maintained and operated so as to protect the products from harm or damage due to any cause but not limited to fire, water, inclement weather, lightening, extreme temperatures, and not subjected to misuse, neglect or accident. Upon prompt written notice of and determination that such defect is covered under the foregoing warranty, CCU's responsibility is limited to correction of the defect by, at CCU's option, repair or replacement of the defective part or parts. Unless stated elsewhere herein, CCU provides no warranty of product performance or process results. The foregoing warranties are exclusive and in lieu of all other warranties of any kind, including any implied warranty of merchantability or fitness for a particular purpose.
7. Software. Software created on this project by CCU is owned by CCU. If noted in the scope of work, CCU may authorize use of this software inside the Owner's organization only. Authorized use includes ability to modify the software, by the Owner at the Owner's risk. Under no circumstance is the Owner, agent or third party contractor of the Owner authorized to distribute or use software created by CCU at locations other than the Owner's facilities.
8. Limitation on Damages. CCU shall not be liable under any circumstances for any special, consequential, incidental, or exemplary damages arising out of or in any way connected with this Agreement or the services provided, including, but not limited to, damages for lost profits, anticipated sales, compensation, reimbursement, good will for expenditures, investments, leases, or any other commitments in connection with the business of Owner, or damages to third parties. CCU's liability is limited to the extent permitted by law in states that do not allow the exclusion or limitation of liability for consequential or incidental damages.
9. No Third-Party Beneficiary. It is the explicit intention of the parties hereto, that no person or entity, other than the parties, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties, and the covenants, undertakings, and agreements set forth in this Agreement shall be

solely for the benefit of and shall be enforceable only by the parties hereto or their respective permitted successors or assigns hereunder.

10. Termination. This agreement may be terminated by CCU, in whole or in part, (a) whenever Owner defaults in its performance in any manner and fails to remedy same within seventy-two (72) hours after receipt of notice setting forth the default
11. Independent Contractor. The parties acknowledge that CCU is an independent contractor and is not an agent, partner, joint venturer, nor employee Owner. Nothing shall operate to change or alter that relationship except further agreement between the parties in writing and specifically addressing the issue. Neither party shall have authority to bind or otherwise obligate the other in any manner nor shall either party represent to anyone that it has a right to do so.
12. Force Majeure. Under no circumstances shall either party be held liable for any delay or failure in performance resulting directly or indirectly by acts of nature, forces, or causes beyond its reasonable control, including, without limitation: internet, computer equipment, telecommunication equipment, other equipment, or electrical power failures; riots; insurrections; civil disturbances; fires; floods; storms; explosions; acts of God; war; governmental actions; orders of domestic or foreign courts or tribunals; or loss of or fluctuations in heat, light, or air conditioning.
13. Binding Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Any provision hereof which imposes upon a party an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the party.
14. Choice of Law. The laws of the State of North Carolina shall govern the validity, performance, construction, and enforcement of this Agreement without regard to choice of law provisions. By agreeing to the terms of this Agreement, Owner consents to personal jurisdiction and venue in the Circuit Court for Wake County, North Carolina with respect to all controversies, disputes, and claims. No litigation concerning a dispute or arising out of this agreement may be commenced by Owner more than one year after completion of work by CCU.
15. Arbitration. If any controversy or claim arising out of this Agreement cannot be settled by the Parties hereto, the controversy or claim shall, at the sole option of CCU be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Wake County, North Carolina, and judgment on the arbitration award may be entered into the Circuit Court for Wake County.
16. Amendment. This Agreement may only be altered or amended in an instrument, in writing, signed by all the parties hereto.
17. Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
18. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage paid, addressed as follows:
19. Severability. The invalidity of any portion of this Agreement will and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
20. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the parties.
21. Counterparts and Facsimile Copies. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. A facsimile copy or photocopy of this Agreement containing facsimile copies or photocopies of the signatures or initials of any Party shall be binding.



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3866	
From:			
Subject: Discussion and consideration on agreement with Ares Services Incorporated to assist in grant preparation and legislative assistance in the area of flooding, aviation and other matters determined by the commission 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			
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: Ares Services Inc dba The Olympus Group.Rigoberto Villarreal			
Responsibilities upon Approval:			



Ares Services Incorporated DBA The Olympus Group / Rigoberto Villarreal will help the City of Weslaco in grant preparation, strategies appointments and coordination in the following areas flooding, aviation and any other as may be determined by the City Council.

Effective January 1, 2021 legislative session, retainer will be \$7,500.00 per month plus expenses for a period of 2 years as a Registered Lobbyist.

All expenses must be approved prior to expenses being incurred. The performance of Ares Services Incorporated DBA The Olympus Group / Rigoberto Villarreal will be reviewed after legislative session by the WEDC, Mayor and City Manager and pay will be adjusted accordingly to a maximum of \$10,000.00 a month. If performance is such that the maximum of \$10,000.00 a month is achieved, another 2 year extension will be granted as an amendment to current contract. At the end of that period the City of Weslaco and Ares Services Incorporated DBA The Olympus Group / Rigoberto Villarreal can renegotiate an extension of the contract at that time.

Brenda Sanchez

From: rigoberto villarreal <rigo@theolympusgrp.com>
Sent: Sunday, December 13, 2020 3:19 PM
To: Brenda Sanchez
Subject: Fwd: 00080638 Texas Ethics Commissions Electronic Filing System Acknowledgment

Please print for our files and to submit to WESLACO
Sent from my iPhone

Begin forwarded message:

From: "do-not-reply@ethics.state.tx.us" <do-not-reply@ethics.state.tx.us>
Date: December 13, 2020 at 1:49:41 PM MST
To: rigoberto villarreal <rigo@theolympusgrp.com>
Cc: "Rigobertovillareal@yahoo.com" <Rigobertovillareal@yahoo.com>
Subject: 00080638 Texas Ethics Commissions Electronic Filing System Acknowledgment

This is to acknowledge the receipt and acceptance of a 2021 Lobby Registration.

The filing was received and accepted from filer (00080638) on Sun Dec 13 13:49:24 CST 2020, and was assigned the Filing ID of: TXL-100805014.

Please make a note of this, as it will be necessary to refer to this information in the future.

You indicate on your registration form that you will be filing lobby activities reports according to the monthly (regular) filing schedule. Therefore, you were required to file a lobby activities report between the first and tenth day of each month. Each lobby activities report must cover all lobby activities that occurred during the previous month.

If a required report is not filed or is determined to be late by our office, you may be civilly liable to the state for at least \$500.

If you have any questions, please call our Legal Division at (512)463-5800.

If you would like to comment on the electronic filing software used to file this report, please visit our website at https://urldefense.proofpoint.com/v2/url?u=http-3A__www.ethics.state.tx.us_feedback.html&d=DwICAg&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpnVfiiMM&r=C35TLtkjC-edgzmlS7h19V1vcz1rrdxQMFwfrR8TtY&m=KkbdJ3-8b-XasutPUao_3LoY3W2-wCj_SiaSb9RFknw&s=-uSq3boLx_glpd54t0yL3FGtOSJ_Bj5eGXaQW4Q0YIs&e=.

Thank you for your attention to this matter.

Texas Ethics Commission



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3869
From:		
Subject: Discussion and consideration on approval of Ordinance 2021-01 for a Budget Amendment on transfer of \$450,000 from the General Fund to the Economic Incentive Fund in accordance to the Memorandum dated November 09, 2020 and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-01. Possible action. (Staffed by Finance Department.)		
Background: The City and Tri-Gen executed an Economic Development Agreement on February 20, 2018 for the constructions of apartment units. Article I Section 1.02 stipulated that two years from the date of completion, the city would pay Tri-Gen an agreed amount. A Memorandum was presented to the Commission on November 09, 2020 whereas the City would work with Weslaco Economic Development Corporation to make up any loss. The City on the side of caution will transfer from the General Fund an amount of \$450,000 to the Economic Incentive Fund for any shortfall.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Budget Amendment 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):		
Norma Cantu Vidal Roman Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Budget Amendment Memo, November 09 Memorandum, BUDGET AMENDMENT-GF.EIF, O2021-01 GF.EIF budget amendment		

Responsibilities upon Approval:
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City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

Date: January 5, 2021

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Budget Amendment for General and Economic Incentive Funds

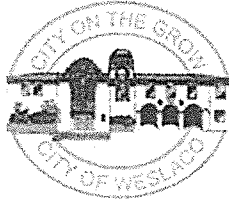
The City recently transfer ownership of some property to Weslaco Economic Development Corporation as per the Memorandum dated November 09, 2020.

The city is hereby amending the Fiscal Year 2020-2021 budget should any shortfalls occur on the selling of the property. The city will transfer \$450,000 and in any event the transfer is greater than the shortfall, the funds will remain on fund balance to be used to offset future appropriations.

Staff recommends approval of Ordinance and Budget Amendment.

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

TO: Mayor and City Commission

FROM: Mike R. Perez, City Manager *MRP*

SUBJECT: Transfer Ownership to Weslaco Economic Development Corporation

DATE: November 09, 2020

I am requesting that the City of Weslaco transfer ownership of the University Apartments to the Weslaco Economic Development Corporation. They purchased the property the apartments were built.

Weslaco Economic Development Corporation would work with NAI, Inc. to sell the apartments and if Weslaco Economic Development Corporation is short on the sale we will work with Weslaco Economic Development Corporation to make up any loss.



**CITY OF WESLACO
BUDGET AMENDMENT
FY 2020-2021**

FUND: GENERAL/ECONOMIC INCENTIVE

DEPARTMENT: _____

BUDGET CHANGE # _____

DATE: January 5, 2021

<u>FUND</u>	<u>G/L ACCT #</u>	<u>DESCRIPTIONS</u>	<u>CURRENT BUDGET</u>	<u>DR</u>	<u>CR</u>	<u>REVISED BUDGET</u>
101	5140-581121	TRANSFER OUT - ECONOMIC	978,270	450,000		1,428,270
101		FUND BALANCE -DON'T POST	8,611,155		450,000	8,161,155
121	4000-490100	TRANSFER IN - GENERAL FUND	978,270	-	450,000	1,428,270
121	5101-553120	CAPITAL OUTLAY	635,813	450,000		1,085,813
						-
						-
						-
						-
						-
			<u>\$ 11,203,508</u>	<u>\$ 900,000</u>	<u>\$ 900,000</u>	<u>\$ 12,103,508</u>

(Round up all amounts to the nearest dollar)

Justification:

Transfer of funds to Economic Incentive fund in relation to memorandum dated November 09, 2020.

Department Head Approval

Date

Finance Director

Date

City Manager

Date

ORDINANCE 2021-01

AN ORDINANCE AMENDING ORDINANCE NUMBER 2020-27, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, FINDING NEED TO AMEND THE 2020-2021 MUNICIPAL BUDGET; TO WIT; GENERAL FUND, \$450,000 AND ECONOMIC INCENTIVE FUND BY \$450,000 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 2020-2021 budget; and

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

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

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

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

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

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

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

SECTION 4. APPROVAL. The 2020-2021 Official Budget, adopted by Ordinance 2020-27, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of January 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____ 2021.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3863
From:		
Subject: Discussion and consideration on Resolution 2021-02 creating the Tower of Honor Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)		
Background: At the December 15, 2020 City Commission meeting, the commission approved the Tower of Honor Project to honor those Weslaco citizens that gave the ultimate sacrifice in service to our country in the military. This item brings a resolution establishing the Tower of Honor Advisory Board to implement the project, establish the operating guidelines of the project and operating the video showcase to be projected on the Tinaco.		
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 Omar Rodriguez Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Purpose and guideline R2021-02, R2021-02- Tower of Honor Advisory Board DRAFT		
Responsibilities upon Approval:		

Purpose and Guidelines

The objectives and goals shall be to provide to its governing body a continuity of leadership and guidance in honoring Weslaco's military heroes.

TOWER OF HONOR ADVISORY BOARD

Section 1. Created.

There is hereby created a military heroes advisory board to be known as the "Tower of Honor Advisory Board."

Section 2. Composition, generally; appointment of members.

Members shall be composed of seven appointed by the City Commission.

Section 3. Terms of members; filling of vacancies.

- (a) Qualifications. The member(s) shall be resident citizens, taxpayers, and qualified voters of the city unless they represent a Gold Star family. A minimum of three advisory board members shall be related to a Gold Star family whose fallen hero claimed Weslaco as their hometown residence.
- (b) Appointment, terms of office. Members shall serve for no more than two three-year staggered terms for a total of no more than six years. The City Commission will have the ability to waive the term limit.
- (c) Vacancies. Vacancies shall be filled for the full or unexpired term in the same manner as provided for in the original appointments and all expired terms.
- (d) Compensation. Members of the board shall serve without compensation.
- (e) Quorum. Four board members shall constitute a quorum.
- (f) Officers. The board shall elect its own officers.
- (g) Record. The board shall keep a record of its meetings

Section 4 Ex-officio member(s).

The City Parks & Recreation Director shall be an ex-officio member of the board without voting rights.

Section 5. General duties.

- (a) The "Tower of Honor" board shall be responsible to the city commission for the efficient and proper operation of the "Tower of Honor" visual showcase and selection of the fallen heroes projected on the City's "Tinaco".
- (b) The board shall review and recommend changes to the general policies and rules that govern activities related to selecting, formatting and displaying content related to this visual showcase.

- (c) The board shall be an advisory board and make any/all recommendations to the city commission.
- (d) The City Commission shall approve of all goals and objectives that will be implemented
- by (e) The Tower of Honor board shall submit for approval by the City Commission the general policies and programs for the operation, conduct and management of the board.
- (f) The City Parks & Recreation Director shall be responsible to the City Manager for the efficient and proper operation of the City's Tower of Honor advisory board.
- (g) Absenteeism: In accordance to Resolution 2014-62, three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the commission.

Section 6. Authority to accept donations, gifts and bequests.

The Tower of Honor board shall have authority to accept and receive, for the use and benefit of the City's Tower of Honor project, all donations, gifts and bequests contributed or devised thereto, whether for special or stated purpose, or for the general use of the system, and to recommend the disbursement, investment or expenditure of such funds, gifts, or bequests to the city commission. All funds shall be deposited with the finance director and disbursed by him upon authorization by the city commission.

ACCEPTED AND APPROVED this 5th day of January 2021. the Tower of Honor advisory board.

David Suarez, Mayor

RESOLUTION NO. 2021-02

**A RESOLUTION OF THE CITY OF WESLACO CREATING THE TOWER
OF HONOR ADVISORY BOARD**

WHEREAS, The Weslaco City Commission affirms their commitment in engaging and supporting Weslaco's military heroes and hereby creates a board to be known as the Tower of Honor Advisory Board; and

WHEREAS, the goal of the board shall be to honor all its fallen heroes from the City of Weslaco on the historic "Tinaco" a project to be known as the "Tower of Honor: Weslaco's Legacy of Military Heroes"; and

WHEREAS, this Board shall be composed of seven members who are voters and taxpayers of Weslaco and/or represent a Gold Star family (one that's lost an immediate family member in the line of duty of military service) with a minimum of three members shall be related to a Gold Star family whose fallen hero claimed Weslaco as their hometown residence. Members will be appointed by the City Commission; and

WHEREAS, members shall serve without compensation and serve for no more than two three-year staggered term for a total of no more than six years; and

WHEREAS, the attached exhibit further outlines the role, duties and objectives of said advisory board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT THE TOWER OF HONOR ADVISORY BOARD IS HEREBY CREATED.

PASSED AND APPROVED on this 5th day of January 2021.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3867
From:		
Subject: Discussion and consideration to award BuyBoard vendor #555-18 & 582-19, Southern Trenchless Solutions, for the Westgate Drive Sanitary Sewer Realignment project in the amount not to exceed \$305,445.43, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Norma Cantu	Created/Initiated	
Olga Garza	Approved	
Pete Garcia	Approved	
Vidal Roman	New	
Mike Perez		
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo Westgate Sewer Relocation, City of Weslaco Q#9485, Mile 6 West Rd - Sanitary Sewer In Conflict		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Letty Lopez, Commissioner, District 5
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

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: January 5, 2021
To: Mayor and City Commission
From: Pete Garcia, Public Works Director
Subject: Westgate Drive Sanitary Sewer Relocation
Cc: Mike Perez, City Manager
Vidal Roman, Finance Director

Attached you will find a quote for the sewer line relocation on Westgate Drive. This project has been put on and off since December 2019 . Texas Cordia has not been able to give us an official start date for the project that the city is responsible for which has made it difficult for the city to obtain three quotes. Therefore, we looked into a buy board vendor that is available to start the work two days after city commission approval. Staff is requesting approval to award Southern Trenchless Solutions for this project in the amount not to exceed \$305,445.43 as stated in the quote attached.



P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southerntrenchless.com

Quote Issued: 11/12/2020

Quote: 9485

Invoice Issued: _____

Invoice: _____

Purchase Order # _____

Buyboard 555-18 & 582-19

Project: City of Weslaco - Westgate Drive Sanitary Sewer Realignment

Buyboard Proposal Code No: 555-18 & No: 582-19

Line No.	Item No.	Description	QTY	UNIT	Unit Price	Total
1	377	Mobilization	1	EA	\$ 5,500.00	\$ 5,500.00
2	137	Trench Safety	359	LF	\$ 11.00	\$ 3,949.00
3	139	Install New 4' DIA Manhole 0'-6' deep	2	EA	\$ 5,500.00	\$ 11,000.00
4	140	Extra Depth 4' DIA Manhole over 6' deep	12	VF	\$ 495.00	\$ 5,940.00
5	131	Access Pit (>12'-15'deep)	2	EA	\$ 25,000.00	\$ 50,000.00
6	358	Premium Manhole frame and cover	2	EA	\$ 1,650.00	\$ 3,300.00
7	150	15"-18" Open Cut Replacement (0'-6'deep)	359	LF	\$ 357.50	\$ 128,342.50
8	142	Cement Stabalized Fill	80	TON	\$ 44.00	\$ 3,520.00
9	MISC	Installation of 30" Steel Casing	125	LF	\$ 275.00	\$ 34,375.00
10	MISC	Tie In to Existing Manholes	2	EA	\$ 7,500.00	\$ 15,000.00
11	143	Granular Backfill	300	TON	\$ 33.00	\$ 9,900.00
12	79	Post Clean & TV Sanitary Sewer Line	359	LF	\$ 12.20	\$ 4,379.80
		582-19				
13		Super Vac Truck	50	HR	\$ 485.00	\$ 24,250.00
		Payment & Performance Bond	1	LS	\$ 5,989.13	\$ 5,989.13

Total \$ 305,445.43

Exclusion: 1 Water to be provided by the City of Weslaco at no charge to Southern Trenchless, LLC.
2 Waste site to be provided by City of Weslaco.

Instructions: ** Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____

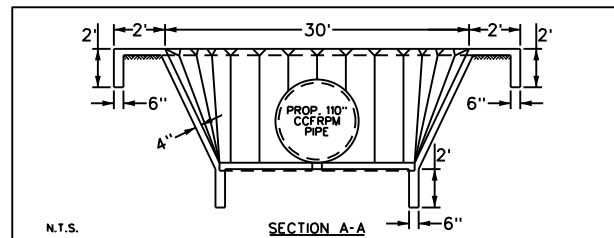
Print Name: _____

Title: _____

*** Please Make Checks Payable To:
Southern Trenchless Solutions, LLC.
P.O. Box 8084
Weslaco, Texas 78599



We Appreciate Your Business!!!



EXIST. 30" IRRIG. WELLS
(TO BE REMOVED)

PROP. CONC. RIPRAP
(4" CLASS "A")
(APPROX. 40 CY)

CITY OF WESLACO
SANITARY SEWER LINE
(TO BE ADJUSTED BY OTHERS)

EXIST. 10"x6' RCB
(30 LF TO BE REMOVED)

MAGIC VALLEY ELEC.
DIST. LINE
(TO BE ADJUSTED BY OTHERS)

FRONTIER COMM.
UG COPPER CABLE
(TO BE ABANDONED)

PROP. 110"x280'
CCFRPM PIPE

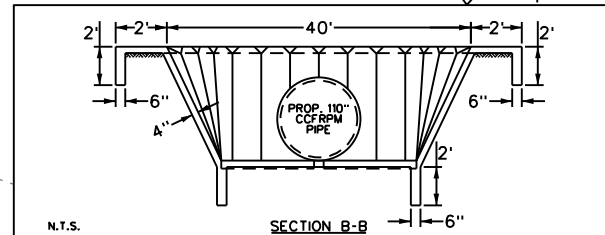
MILE 6 WEST CL.
STA. 63+40.86

PROP. CUT AND RESTORE
(65 SY)

EXIST. 10"x6' RCB
(30 LF TO BE REMOVED)

PROP. CONC. RIPRAP
(4" CLASS "A")
(APPROX. 50 CY)

NORTH ALAMO WATER
8" PVC WATER LINE
(TO BE ADJUSTED BY OTHERS)



SHEET SUMMARY			
ITEM	DESCRIPTION	UNIT	QUANTITY
110	EXCAVATION (CHANNEL)	CY	6076
132	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	3166
400	STRUCT EXCAVATION (NON-PAY)	CY	2412
400	STRUCT EXCAVATION (SPL)	CY	111
400	SAND BACKFILL	CY	710
400	CUT AND RESTORE	SY	65
402	TRENCH EXCAVATION PROTECTION	LF	281
432	RIPRAP (CONC)(4 IN)	CY	90
496	REMOV STR (SMALL)	EA	2
496	REMOV STR (BOX CULVERT)	LF	60
HC001	CCF PIPE (110")	LF	281

LEGEND

SEE P&P SHEETS FOR DETAILS

NON-PAY, SUBSIDIARY TO PERTINENT BID ITEMS.

TO BE REMOVED UNDER ITEM 496. INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES.

TO BE REMOVED UNDER ITEM 496. EXPOSE 8" OF EXISTING BOX CULVERT REBAR & CAP W/ 6" CONC. PLUG. SUBSIDIARY TO ITEM 496.

LIMITS OF PROP. CUT & RESTORE (ITEM 400)

NOTE:

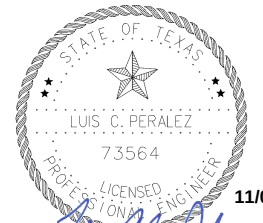
1. THE CONTRACTOR WILL COORDINATE WITH HCCID#9. 48 HOURS PRIOR TO ANY WORK DONE ON OR NEAR THE IRRIGATION STRUCTURES.

2. PRIOR TO WORKING OUTSIDE THE ROW THE CONTRACTOR SHALL CONTACT THE AREA ENGINEER, CAUTION SHALL BE TAKEN NOT TO DAMAGE EXISTING FENCES, TREES, ETC. THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS WHEN WORKING OUTSIDE THE ROW. ANY DAMAGES DONE TO THEIR PROPERTY SHALL BE REPAIRED AT CONTRACTORS EXPENSE.

3. THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO FIELD VERIFY UTILITIES PRIOR TO CONSTRUCTION.

4. ALL PVC ELBOWS, AND CONNECTIONS SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.

5. THE CONTRACTOR SHALL CONFIRM THAT THE TOP ELEVATION ON THE PROPOSED STANDPIPES IS AT THE SAME ELEVATION AS THE EXIST. STANDPIPE



L & G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No.: F-4105
2100 W. Expressway 83
Mercedes, TX, 78570
Phone: (956) 565-9813
Fax: (956) 565-9018
900 S. Stewart Rd., Ste. 10
Mission, TX, 78572
Phone: (956) 585-1909
Fax: (956) 585-1927

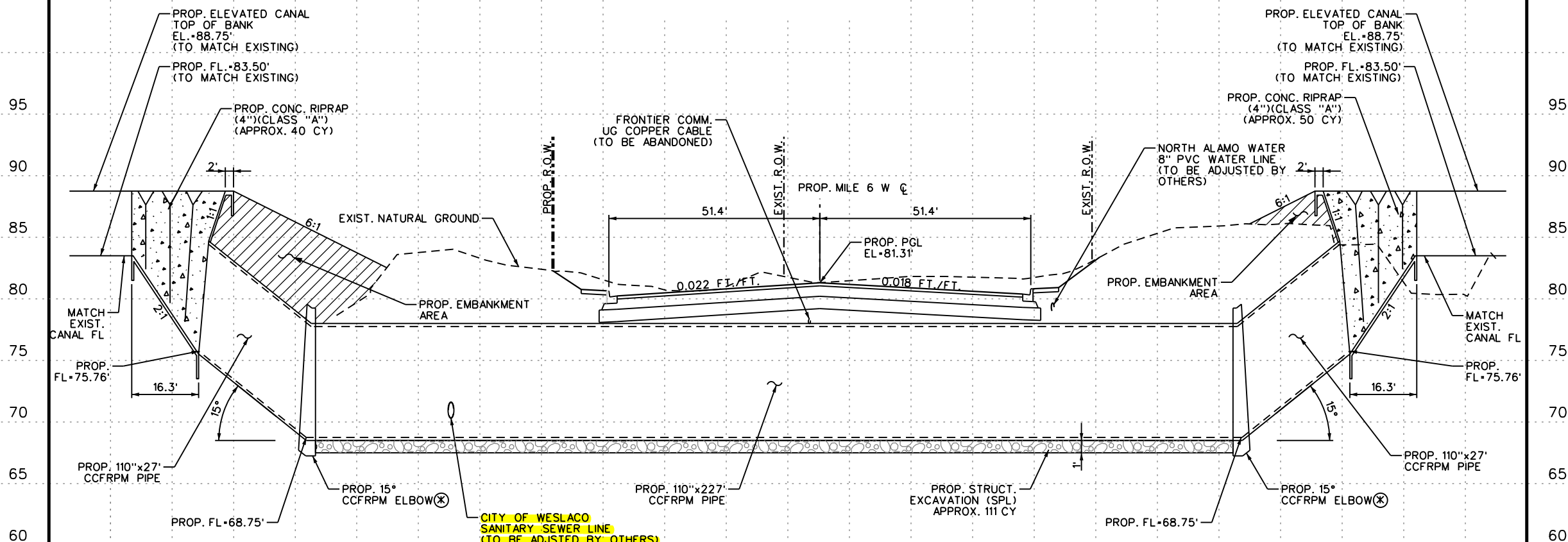
MILE 6 WEST ROAD
IRRIGATION LAYOUTS
STA. 63+40.86

SCALE:
HOR: 1" = 30'
VER: 1" = 10'

SHEET 1 OF 6

DRAWING:	FED. RD. DIV. NO.	STATE	PROJECT NO.			HIGHWAY NO.
CK:	6	TEXAS				MILE 6W
ENGINEER:	STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
CK:	PHR	HIDALGO	0921	02	420	197
REVIEW:						
CK:						

BEGIN DEDUCTIVE ALTERNATE NO. 1



STA. 63+40.86
PROP. 110"x281" CCFRPM PIPE

K:\Counties\HID\Mile 6\05 DRAINAGE\06 Irrigation\M6W-IRR-STA. 63+40.86.dgn

11/6/2019



Standardized Agenda Request Form

Date of Meeting: January 5, 2021		Agenda Item No. (to be assigned by CSO): 2020-3868	
From:			
Subject: Discussion and consideration to approve an Interlocal Agreement between the City of Weslaco Police Department and the City of Mercedes setting terms and tenure regarding the housing of prisoners in the City of Weslaco's Municipal Jail and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police 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):			
Norma Cantu Robert Lopez Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Jail Agreement- City of Mercedes 12-2020			
Responsibilities upon Approval:			

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF WESLACO, TEXAS AND THE CITY OF MERCEDES, TEXAS**

This Agreement is made by and between the City of Weslaco, Texas hereinafter referred to as “Weslaco” and the City of Mercedes, Texas; hereinafter referred to as “Mercedes”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City of Weslaco is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Mercedes is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Mercedes is in need of obtaining services for the temporary housing and detention of prisoners awaiting arraignment or transfer to the Hidalgo County Jail, and

WHEREAS, City of Weslaco has located within their Police Department Facility holding cells, and

WHEREAS, both parties recognize the need and have a desire to cooperate with each other on all matters related to Law Enforcement

WHEREAS, City of Weslaco and City of Mercedes are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Texas government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. Purpose.

- 1.1 The purpose of this agreement is for the temporary housing and detention of Mercedes prisoners awaiting arraignment or transfer to the Hidalgo County Jail. Weslaco agrees to make use of their holding cells for prisoners of the City of Mercedes subject to availability of space based on their facility's capacity, and as provided herein.

2. Term and Termination.

- 2.1 The term of this agreement is for a period of One (1) year commencing on January 1, 2021 and ending at midnight on January 1, 2022, unless otherwise agreed to by the parties in writing. If any party desires to extend the term of this agreement, said party must notify the other party in writing of such request at least sixty (60) days prior to the expiration of the term. Any agreement to extend must be in writing.
- 2.2 Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.

3. Processing and Housing.

- 3.1 Weslaco agrees to process and temporarily confine persons arrested (“prisoners”) by a Mercedes peace officer at a cost of **Fifty-Four Dollars (\$54) per prisoner per day**. The day the prisoner is “booked in” will be counted and charged. This cost will include detention, transportation and meal costs. Weslaco agrees to provide meals to the temporarily confined prisoners as required by law and pursuant to customary procedures.
- 3.2 Mercedes agrees to transport prisoners to the Weslaco Police Department Jail and to assist Weslaco Police Department personnel in processing said prisoners.
- 3.3 The length of confinement shall not exceed a twenty-four (24) hour period per prisoner. Within the 24-hour confinement period, Mercedes shall make all necessary arrangements to transport said prisoners out of the Weslaco Police Department Jail Facility.
- 3.4 Weslaco agrees to provide the same level of care and security for Mercedes prisoners as they do for their own prisoners.
- 3.5 Weslaco agrees to notify Mercedes as soon as possible of any issues involving Mercedes prisoners including but not limited to health, safety and general condition of the prisoners, while housed in the Weslaco jail facility.
- 3.6 City of Mercedes agrees that the Mercedes personnel involved in delivering and retrieving prisoners from the Weslaco facility shall at all times adhere to Weslaco rules and procedures in place pertaining to the detention of prisoners.
- 3.7 City of Mercedes agrees to reimburse Weslaco for any reasonable costs incurred in the care and housing of the prisoners. All reimbursements shall be as provided in this agreement.
- 3.8 If requested by Weslaco, Mercedes will relocate any Mercedes prisoners that the Weslaco Police Department determines is being unruly or disruptive or might cause harm to, or be harmed by, any other prisoner. Mercedes further agrees to relocate any Mercedes prisoners that the Weslaco Police Department is unable to accommodate for health, safety or crowded conditions.

3.9 Weslaco reserves the right to refuse to accept for processing or temporary confinement of any prisoner, pursuant to this Agreement, when in its judgment it is unable to perform hereunder by reason of temporary understaffing, temporary overcrowding, the condition of the prisoner, or any other reason as determined by Weslaco.

4. *Use of Intoxilyzer.*

4.1 Upon request of Mercedes peace officer, Weslaco agrees to provide use of an intoxilyzer instrument for any prisoner charged with the offense of Driving While Intoxicated. If the Mercedes peace officer is not certified or trained to use the intoxilyzer, Weslaco agrees to provide a certified peace officer to administer the breath test. A Mercedes peace officer shall remain present at all times during the use of the intoxilyzer instrument.

5. *Medical Treatment.*

5.1 Weslaco reserves the right to refuse to accept for processing any prisoner who is reasonably believed to be injured or sick until appropriate and necessary treatment has been provided by a physician or hospital and said person has been released thereby and determined to be physically capable of jail confinement. A written medical clearance form must accompany the Mercedes prisoner to the Weslaco Police Jail facility in order to be confined, or to resume confinement. Arrangements for such treatment and the cost thereof shall be the responsibility of Mercedes.

5.2 In the event that a prisoner has been accepted for processing pursuant to this Agreement and is thereafter determined to require medical treatment and/or hospitalization, Mercedes agrees that it will make the same available to any such prisoner. Weslaco agrees to notify Mercedes of any such circumstance and in emergency situations, shall transport the prisoner to the proper medical facilities, and Mercedes agrees to relieve Weslaco within thirty (30) minutes of transport. Any such emergency treatment and the cost thereof shall be the responsibility of Mercedes.

6. *Insurance and Indemnification.*

6.1 Mercedes agrees to notify the City's Insurance Provider, TML, of this agreement and Mercedes will provide Weslaco proof that TML has been notified. Mercedes further agrees to indemnify and hold harmless the City of Weslaco for any legal action arising from any complaints, law suits, or civil complaints brought about by any prisoners housed under the terms and conditions of this agreement, unless a proper investigation determines that any agent or employee of the City of Weslaco acted illegally or contrary to approved Weslaco policies, rules, regulations or commonly accepted practices.

7. *Other Terms.*

7.1 *Conflict with applicable Law.* Nothing in this Agreement shall be construed 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 latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

7.3 *Entire Agreement:* This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City of Mercedes and City of Weslaco and not otherwise.

7.4 *Texas Law to Apply.* This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

7.5 *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 the City of Weslaco:

City of Weslaco
Attn: Mike Perez, City Manager
255 S. Kansas Ave.
Weslaco, Texas 78596

If to City of Mercedes:

City of Mercedes
Attn: City Manager
400 S. Ohio Ave.
Mercedes, Texas 78570

Any other 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.

7.6 *Additional Documents.* The parties hereto covenant and agree that they will execute

such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

7.8 *Assignment.* This Agreement shall not be assignable.

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

7.10 *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.

7.11 *Authority to Execute.* The performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

7.12 *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.

7.13 *Severability.* Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable, or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of the Agreement will be deemed to have been stricken herefrom, and the remainder of this Agreement will have the same force and effect if such part or parts had never been included herein.

[Signature Page to Follow]

WITNESS THE HANDS OF THE PARTIES effective as of the _____ day of January 2021.

City of Weslaco, Texas

David Suarez, Mayor

Date

ATTEST:

Norma A. Cantu, City Secretary

Date

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

City of Mercedes, Texas

Oscar D. Montoya, Sr., Mayor

Date

ATTEST:

Joycelyn Castillo, City Secretary

Date

APPROVED AS TO FORM:

City Attorney