



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MARCH 1, 2022**

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, March 1, 2022, at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

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

II. PUBLIC COMMENTS

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

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

III. PUBLIC HEARING

- A. To solicit input on the Adoption and Designation of the Mid Valley International Industrial Park as Weslaco Reinvestment Zone No. 2 pursuant to the City's Guidelines and Criteria Under the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code. (Staffed by Interim City Manager.) Attachment.
- B. To solicit input on the proposed demolition order for unoccupied buildings as dilapidated, substandard, unfit for human habitation and a 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 located at:

1. 1502 Mile 5 North being West Tract N383.50'-E220'-W660'FT 795 1.94 AC GR 1.79AC NET, City of Weslaco, Hidalgo County, Texas. Owner: Rogelio & Maria Olvera
2. 101 N. Texas Ave being Gonzalez Addition Lots 1, 2, 3, and 4 Blk 1, City of Weslaco, Hidalgo County, Texas. Owner: Martha Nunez

IV. 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 February 15, 2022.
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2022-06 to rezone 105 W Adelita St. Also being Lot 8, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held February 15, 2022; staffed by Planning & Code Enforcement Department.) Attachment.
 - 2) Ordinance 2022-07 to rezone 108 W Adelita St. Also being Lot 25, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held February 15, 2022; staffed by Planning & Code Enforcement Department.) Attachment.
 - 3) Approval on Ordinance 2022-09 to rezone 4027 E Expressway 83. Also being lot 4, Dellinger Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to B-2 secondary and highway business district and authorize the Mayor to execute any related documents. (First reading held February 15, 2022) staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval on amendments and extension from March 7, 2022 to April 7, 2022 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. (Staffed by Interim City Manager.)
- D. Approval on renewal of the agreement with the Texas Commission on Law Enforcement Contract Training Provider for Weslaco Police Department and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.

- E. Approval on renewal of the Advanced Education Consultant Agreement between the City of Weslaco and M-5 Texas Enterprises, LLC (Armando A. Martinez) to advance the EMS Training and Continuing Education services and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment.
- F. Approval to authorize solicitation of bids for the following: 1) Street Sweeper for Public Works Streets Division; 2) 1-Sideload Garbage truck and 1-Frontload Garbage Truck for Solid Waste Division; and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.) Attachment.

V. APPOINTMENTS

- A. Discussion and consideration to accept the resignation of Patrick Gonzalez from the Weslaco Economic Development Corporation and approve Resolution 2022-20 to appoint a member to the unexpired term ending December 2, 2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Economic Development Corporation.) Attachment.

VI. OLD BUSINESS

- A. Discussion and consideration after public hearing on behalf of Oscar Zarate on Ordinance 2022-08 to rezone 1719 W Business 83. Also being 7.092 acres out of Farm Tract 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-08. Possible action. (This item was tabled February 15, 2022; staffed by Planning & Code Enforcement Department.) Attachment.
- B. Discussion and consideration to approve an Interlocal Agreement between the City of Weslaco and the City of Mercedes regarding the housing of prisoners in the City of Weslaco's municipal jail and authorize the Mayor to execute any related documents. Possible action. (There was no action on February 15, 2022; staffed by Police Department.) Attachment.

VII. NEW BUSINESS

- A. Discussion and consideration after public hearing on the Adoption and Designation of the Mid Valley International Industrial Park as Weslaco Reinvestment Zone No. 2 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.) Attachment.
- B. Discussion and consideration on a joint workshop between Weslaco Economic Development Corporation and the City on April 9, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)
- C. Discussion and consideration to authorize staff to solicit Statement of Qualifications

for General Engineering Services for Planning, Environmental, Engineering Design, Architectural Design, Traffic Impact Studies, and Construction Administration phases for various city-wide projects and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)

- D. Discussion and consideration to authorize staff to solicit Statement of Qualifications for General Engineering Contract for Planning, Environmental, Engineering Design, Architectural Design, and Construction Administration phases for the Weslaco Mid Valley Airport and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)
- E. Discussion and consideration to ratify Contingency Allowance Expenditure Authorization No. 1 as approved by the Interim City Manager to provide raceway & pullwire with 12" trench at the New Police Department with Municipal Court for an amount not to exceed \$14,479 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment.
- F. Discussion and consideration to authorize Amendment No. 3 to the Professional Services Agreement with ERO Architects for the Weslaco Police Station with Municipal/Judicial Court and New Downtown Fire Station in an amount not to exceed \$26,000 for additional MEP Engineering Services for backup power generators and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.
- G. Discussion and consideration to award the emergency rehabilitation manhole repair at Milano and Mile 5 (Near Lift Station 37) to Reya Construction, in the amount not to exceed \$179,500, and to authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- H. Discussion and consideration to enter into a contract with Republic Services of Rio Grande Valley for Disposal Services effective March 1, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- I. Discussion and consideration to approve change order #1 with Alvarado Architects & Associates, Inc. in the amount of \$13,500 for a site plan of the Recycling Building Renovations project, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- J. Discussion and consideration to purchase front end commercial bins from Sourcewell vendor Wastequip Manufacturing Company LLC. in an amount not to exceed \$50,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- K. Discussion and consideration of the contract with Boultinghouse Simpson Gates for

architectural services for the New Library/Library Renovation Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library Department.) Attachment.

- L. Discussion and consideration to renew the three-year contract for Microsoft Office365 licensing, Windows OS licensing and SQL licensing with vendor SHI Government Solutions with first year of contract in the amount of \$83,521.33 with budgeted funds from the FY2021-2022 line item COMPUTER VENDOR SUPPORT and authorize the Mayor to execute any related documents. Possible action. (Staffed by Information Technology Department.) Attachment.
- M. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building as dilapidated, substandard, unfit for human habitation and a 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 for property located at:
 - 1) 1502 Mile 5 North being West Tract N383.50'-E220'-W660'FT 795 1.94 AC GR 1.79AC NET, City of Weslaco, Hidalgo County, Texas. Owner: Rogelio & Maria Olvera;
 - 2) 101 N. Texas Ave being Gonzalez Addition Lots 1, 2, 3, and 4 Blk 1, City of Weslaco, Hidalgo County, Texas. Owner: Martha Nunez and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment.

VIII. REPORTS

- A. Presentation of the 2020 Racial Profiling Report submitted by the Weslaco Police Department to the State of Texas. (Staffed by Police Department.) Attachment.
- B. Report on solid waste collection. (Staffed by Public Works Department.)

IX. 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 Interim City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Personnel - Discussion, evaluation and selection process for conducting interviews for the position of City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- C. Contract Negotiations - Discussion with the Interim City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Police Union (Weslaco Municipal Police Association) as authorized by section §551.071 of the Texas Government Code.
- D. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.
- F. Legal Consultation - Consultation with City Attorney relating to 380 Agreement between City of Weslaco and SDI Weslaco Holdings, LLC. as authorized by section §551.071 of the Texas Government Code.
- G. Potential Litigation - Consultation with City Attorney regarding Tri-Gen Construction LLC and the City of Weslaco Airport and Hanger Infrastructure Improvements Project as authorized by Section §551.071 of the Texas Government Code.
- H. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project Good Times as authorized by section §551.087 of the Texas Local Government Code.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

XI. 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 public during and after regular working hours. This notice was posted on this 25th day of February 2022 on or before 4:00 pm 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:

PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN".

“DE ACUERDO CON LA SECCION 30.06 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA OCULTA”.

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY".

“DE ACUERDO CON LA SECCION 30.07 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA A LA VISTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA A LA VISTA”.



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2021-4922	
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 ADELAIDA VEGA ANDREW MUNOZ		Created/Initiated Approved 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 - CURRENT as of February 02 2022			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



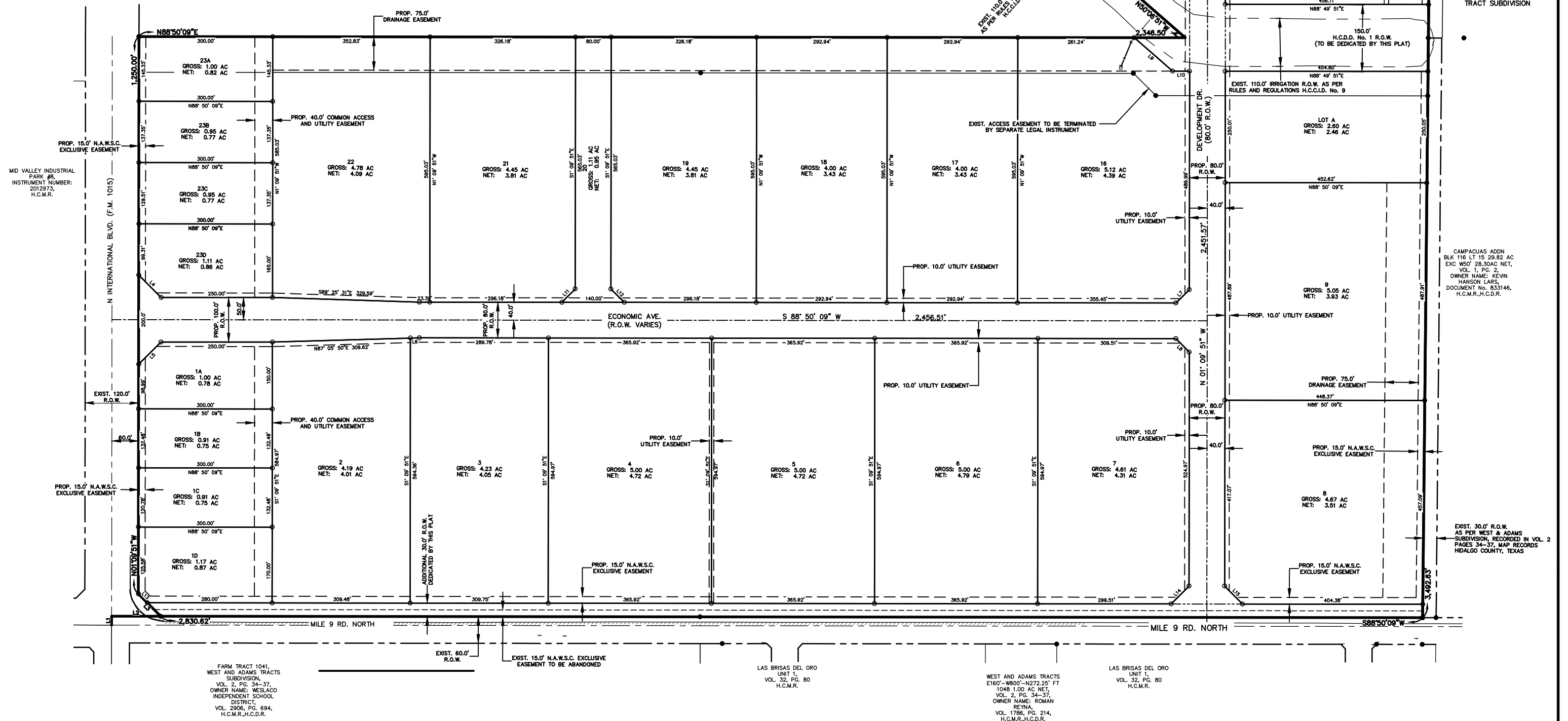
Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5206	
From:			
Subject: To solicit input on the Adoption and Designation of the Mid Valley International Industrial Park as Weslaco Reinvestment Zone No. 2 pursuant to the City's Guidelines and Criteria Under the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code. (Staffed by Interim City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ANDREW MUNOZ		Created/Initiated Final Approval	
City Manager Comments: Solicit public comments.			
Staff Recommendation:			
Attachments, if any: Buildable Lot Exhibit for Owner			
Responsibilities upon Approval:			

MID-VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION

BEING A 30 - LOT SUBDIVISION (INCLUDING ONE OUTLOT) CONTAINING 146.09 ACRES (6,363,662.99 SQ.FT.) GROSS, TRACT OF LAND OUT OF FARM TRACT 1056, FARM TRACT 1057, AND FARM TRACT 1058, WEST AND ADAMS TRACTS SUBDIVISION, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34 - 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON SHEET 1 OF THIS PLAT.

WEST AND ADAMS TRACTS
34.68AC-39.31AC FT
1055,
VOL. 2, PG. 34-37,
OWNER NAME: RAUL
PEREZ AND RAQUEL
PEREZ,
DOCUMENT No. 2250128
H.C.M.R., H.C.D.R.



MINIMUM SETBACK FOR ZONE B-2 ARE AS FOLLOWS:
(EXCEPT WHERE EASEMENT APPLIES)

FRONT.....	20 FEET
REAR.....	10 FEET
SIDES.....	5 FEET
CORNER LOT SIDE.....	10 FEET

MINIMUM SETBACK FOR ZONE I ARE AS FOLLOWS:
(EXCEPT WHERE GREATER EASEMENT APPLIES)

FRONT.....	20 FEET
REAR.....	10 FEET
SIDES.....	5 FEET
CORNER LOT SIDE.....	10 FEET

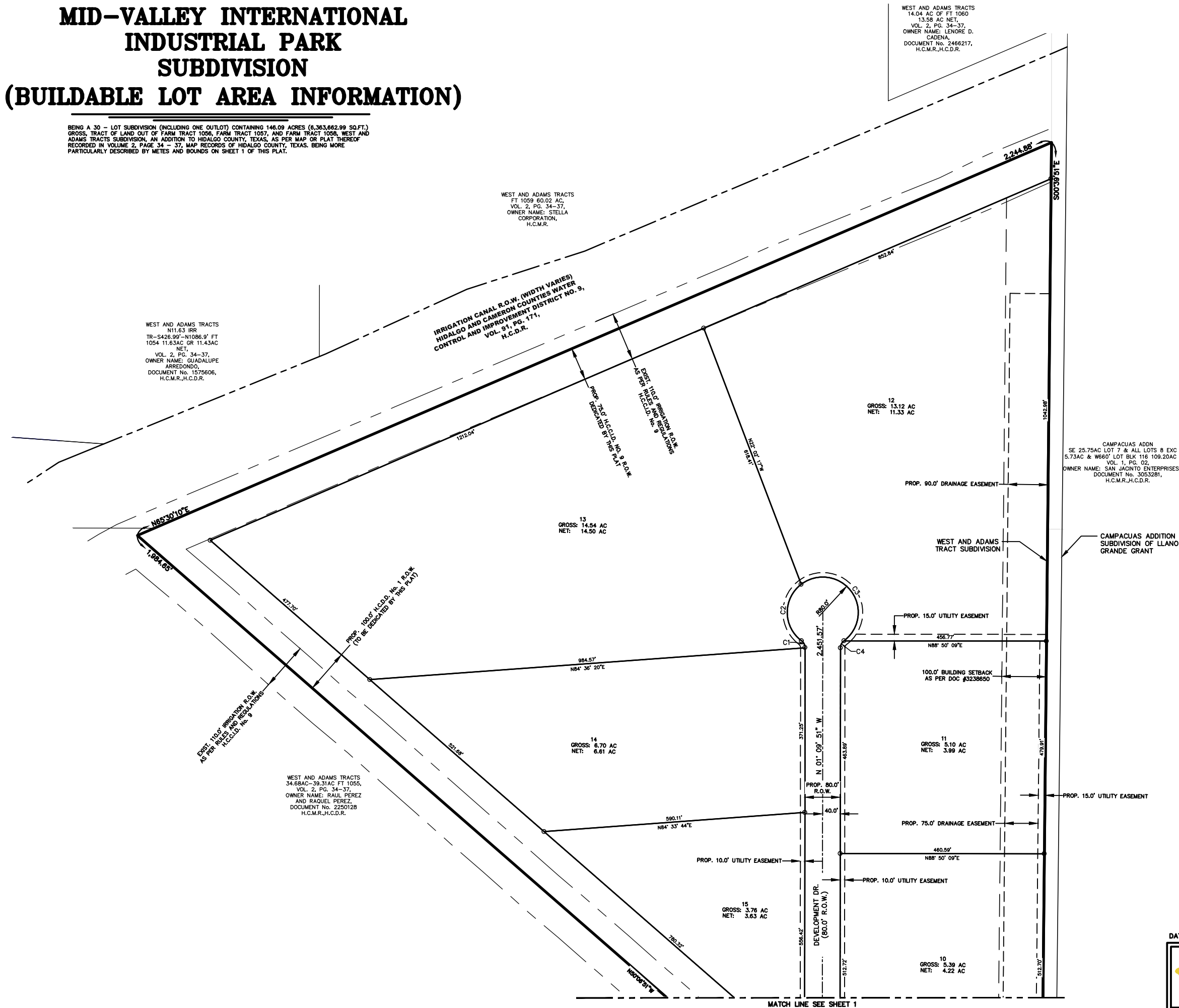
DATE OF PREPARATION: NOVEMBER 2021

SHEET 1 OF 2
REGISTRATION # F-10602

SAMES SAM Engineering & Surveying
 200 S. 10th St, Ste. 1500 TEL: (956) 702-8880
 McAllen, TEXAS 78501 FAX: (956) 702-8883

MID-VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION (BUILDABLE LOT AREA INFORMATION)

BEING A 30 - LOT SUBDIVISION (INCLUDING ONE OUTLOT) CONTAINING 146.09 ACRES (6,363,662.99 SQ.FT.) GROSS, TRACT OF LAND OUT OF FARM TRACT 1056, FARM TRACT 1057, AND FARM TRACT 1058, WEST AND ADAMS TRACTS SUBDIVISION, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34 - 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON SHEET 1 OF THIS PLAT.



DATE OF PREPARATION: NOVEMBER 2021

SHEET 2 OF 2
REGISTRATION # F-10802

SAMES SAM Engineering & Surveying
200 S. 10th St, Ste. 1500 TEL: (956) 702-8880
McAllen, TEXAS 78501 FAX: (956) 702-8883



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5236	
From:			
Subject: To solicit input on the proposed demolition order for unoccupied buildings as dilapidated, substandard, unfit for human habitation and a 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 located at: 1. 1502 Mile 5 North being West Tract N383.50'-E220'-W660'FT 795 1.94 AC GR 1.79AC NET, City of Weslaco, Hidalgo County, Texas. Owner: Rogelio & Maria Olvera 2. 101 N. Texas Ave being Gonzalez Addition Lots 1, 2, 3, and 4 Blk 1, City of Weslaco, Hidalgo County, Texas. Owner: Martha Nunez			
Background: Items were presented to The Board Of Adjustments and Appeals to the Building Codes. See Advisory Review for all actions.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Board Of Adjustments and Appeals to the Building Codes voted on the structures as follow 1. 1502 Mile 5 North (Approved to Demolish) 2. 101 N. Texas Ave (Approved to Demolish)			
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Solicit public comments.			
Staff Recommendation: Staff recommends that authorization be granted to demolish buildings			
Attachments, if any:			
Responsibilities upon Approval: Staff will begin the process of notifying the property owners and proceeding with demolition.			



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2021-4927	
From:			
Subject: Approval of the Minutes of the Regular Meeting on February 15, 2022. (Staffed by City Secretary Department.) Attachment.			
Background: Record of Commission action of the regular meeting on February 15, 2022.			
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 ADELAIDA VEGA ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: 22-02-15 minutes draft			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
FEBRUARY 15, 2022**

On Tuesday, February 15, 2022, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	Josh Pedraza
	Commissioner	Greg Kerr
	Commissioner	J.P. Rodriguez
	Commissioner	Leo Muñoz
	Commissioner	Letty Lopez
	Commissioner	Adrian Farias

ABSENT: None

STAFF PRESENT:	Andrew Muñoz	Interim City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez	City Attorney

Also present: Vidal Roman, Finance Director, Antonio "Tony" Lopez, Fire Chief, Omar Rodriguez, Parks & Recreation Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Joe Rivera, Police Chief, Martin Vela, IT Director, Arnold Becho, Library Director, Luz Galindo, HR Director, Rosa Badillo, Municipal Court, Albert Aldana, City Engineer, David Arce, Deputy Public Works Director, Pete Garcia, Public Works Director, Aida Vega, Deputy City Secretary, and other staff members.

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, February 11, 2022.

B. Invocation.

Pastor Luis Rodriguez, First Baptist Church led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the "Pledge of Allegiance and Texas Flag."

D. Mayoral Recognition.

None.

E. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting perfect attendance and a quorum present.

II. PUBLIC COMMENTS

None received.

III. PUBLIC HEARING

Commissioner Kerr seconded by Mayor Pro Tem Pedraza moved to open the public hearing at 5:35 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Felix de la Cruz to rezone 105 W Adelita St. Also being Lot 8, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District.

None.

B. To solicit input on behalf of Felix de la Cruz to rezone 108 W. Adelita St. also being Lot 25, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District.

None.

C. To solicit input on behalf of Oscar Zarate to rezone 1719 W. Business 83 also being 7.092 acres out of Farm Tract 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District.

Jose Medina, 1725 W. Business 83, voiced objection to rezone citing drainage issues; stated the proposed development would add to the ongoing problems of standing water from all the drain boxes and the drainage in place is inadequate for any future development; if approved a new drainage system should be installed to capture all the runoff from the surrounding area and submitted elevation data from the United States Geological Survey.

D. To solicit input on behalf of Rosa Sanchez to rezone 4027 E Expressway 83. Also being lot 4, Dellinger Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to B-2 secondary and highway business district.

None.

Commissioner Kerr seconded by Commissioner Lopez moved to close the public hearing at 5:40 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

IV. 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 February 1, 2022. (Staffed by City Secretary Department.)

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

1) Ordinance 2022-05 amending Ordinance 2019-41 the Master Fee Schedule for the City Secretary, Human Resources, Library and Fire/EMS departmental fees and authorizing the Mayor to execute any related documents. (First reading held February 1, 2022; staffed by Finance Department.)

C. Approval to submit an application to the Walmart Community Grant for an amount not to exceed \$5,000 with NO MATCH and NO RECURRING FEES required to be used for community events and Christmas Toy Drive and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

D. Approval to accept the VA-Victim of Crime Act Formula Grant Program #3814603 award in the amount of \$16,587.20 with NO MATCH REQUIRED AND NO RECURRING FEE REQUIRED and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

E. Approval to renew the Interlocal Agreement between the City of Weslaco and the City of Mercedes regarding participation in the Mid Valley Regional Communications Center and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

F. Approval to accept a donation from Lowe's Home Centers LLC, Store #WLX 2980 in the amount of \$1,730.08 worth of supplies, equipment and a storage shed with NO MATCH REQUIRED and NO RECURRING COSTS REQUIRED and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

G. Approval of a six-month extension for the Final Plat for Verona Subdivision– being 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. (Staffed by Planning & Code Enforcement Department.)

H. Approval of an Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)

I. Approval to authorize staff to solicit bids for street materials to include Hot Mix, Cold Mix and MC30 Oil and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

J. Approval to authorize staff to solicit Statement of Qualifications for engineering services (General Engineering Contract) for various city-wide projects and authorize the Mayor to execute any related documents. (Staffed by Interim City Manager.)

K. Approval to authorize staff to solicit Statement of Qualifications for engineering services (General Engineering Contract) for the Weslaco Mid Valley Airport and authorize the Mayor to execute any related documents. (Staffed by Interim City Manager.)

L. Approval on request from Aurora House Foundation for the following; 1) use Mayor Pablo Pena Park for the annual 80's Retro Glow Run 5k and 1 Mile event on February 26, 2022 from 5:30pm to 9:30pm; 2) assistance with traffic control on major intersections; and 3) waiver of any associated fees and authorize Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

Interim City Manager, Andrew Munoz withdrew items J and K.

Commissioner Muñoz seconded by Commissioner Mayor Pro Tem Pedraza moved to approve consent agenda A, B, C, D, E, F, G, H, I and L as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record following is the caption for Ordinance 2022-05.

ORDINANCE 2022-05

AN ORDINANCE AMENDING ORDINANCE 2019-41, THE MASTER FEE SCHEDULE, TO REVISE EXISTING FEES AND ESTABLISH NEW FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Norma A. Cantu, CITY SECRETARY

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

V. APPOINTMENTS

A. Discussion and consideration on Resolution 2022-18 for appointment of members to the Weslaco Recycling Task Force Committee for terms set to expire and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Muñoz seconded by Commissioner Kerr moved to discuss.

Pete Garcia, Public Works Director, stated all members terms are set to expire; Jim Chapman indicated that he does not seek reappointment and unable to confirm the wishes of the remaining

members; proposed to revise the resolution to include staggered terms and restructure the composition of the committee.

Mayor Suarez questioned if the resolution addressed the staggered terms. Pete Garcia stated no. Mayor Suarez recommended no action until staff is prepared with the revised resolution.

Andrew Munoz stated this committee is currently an ad hoc committee with an expiration date of one year; staff would like to have this committee to be similar with other boards and establish staggered terms.

No action.

VI. OLD BUSINESS

A. Discussion and consideration on the final Lease Agreement(s) with Weslaco Little League for the use of the Isaac Rodriguez Park Sports Fields and Harlon Block Sports Complex baseball/softball fields from February 1 - July 4, 2022, and with the Weslaco Softball/ Baseball League for the use of Mayor Pablo Pena City Park Softball Baseball Complex from February 1 - July 31, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Juan E. Gonzalez, City Attorney, stated the commission requested clearer language on use of the parks and stated this was addressed in paragraph six of the agreement that the leagues can take possession of the field on scheduled times and 30minutes before and after an event; all other times the general public shall have access; City can lease to third parties and any disputes shall be resolved and decided by the City Manager or his designee.

In response to Mayor Suarez, the City Attorney stated the final lease agreement addressed the concerns voiced and recommended approval as presented.

Commissioner Rodriguez and Farias questioned if the maintenance of parks in the lease was sufficient. Omar Rodriguez, Parks and Recreation Director, stated that final agreement would be the standard agreement to be used with all leagues and/or programs and staff would be meeting with the Little League Board to apprise them on the changes and touch on the maintenance of fields as well. The City Attorney stated the agreement references maintenance and Omar Rodriguez stated as written was sufficient and staff would also notify the League Board the limitations of the maintenance and recommended approval as presented.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve the final Lease Agreement(s) with Weslaco Little League for the use of the Isaac Rodriguez Park Sports Fields and Harlon Block Sports Complex baseball/softball fields from February 1 - July 4, 2022, and with the Weslaco Softball/ Baseball League for the use of Mayor Pablo Pena City Park Softball Baseball Complex from February 1 - July 31, 2022. The motion carried unanimously; Mayor Suarez was present and voting.

VII. NEW BUSINESS

A. Discussion and consideration on request from Habitat for Humanity to serve alcoholic beverages at the inaugural “Fiesta del Hogar” on May 5, 2022, at the Mayor Joe V. Sanchez Public Library and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.)

Commissioner Farias seconded by Commissioner Lopez moved to approve.

Arnold Becho, Library Director, stated Habitat for Humanity would like to serve alcoholic beverages at the Inaugural Spring/Summer Fundraiser for Habitat for Humanity “Fiesta del Hogar” on Thursday, May 5, 2022, at the Mayor Joe V. Sanchez Public Library.

Trisha Watts, representative of Habitat for Humanity, stated this would be a private event, no alcohol would be sold or food and is a private event limited to the donors and sponsors of the organization. Mr. Shawn O’Conner, Chairman of Board, stated they are determining the site to proceed in finalizing date, time, place and ticket sales.

Commissioner Kerr questioned if an agreement/lease was needed for use of the space. Arnold Becho stated as the space in which the event would be held is not a leased space no agreement would be necessary. The City Attorney stated since alcohol would be served, he recommended an agreement be in place to outline any liability concerns and he could prepare if the commission so wished.

In response to Commissioner Kerr, a member of the public can request the use of space at the library such as the Theater or meeting room and these are by agreements and so long as it serves a public use it is permitted with fees waived if approved. This request is for a common area that is not leased. Commissioner Rodriguez questioned if an off-duty officer would be required. Staff stated a security guard is on the premise but not a police officer. Mayor Suarez asked if TABC requirements were being met. The City Attorney stated that the organization has a server’s license/permit and would comply with those requirements. Ms. Watts confirmed this.

Commissioner Farias seconded by Commissioner Lopez amended the original motion to approve with the City Attorney to prepare an agreement between the parties to address all issues that may arise because of alcohol use. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Felix de la Cruz on Ordinance 2022-06 to rezone 105 W Adelita St. Also being Lot 8, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-06. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Planning and Code Enforcement Director, stated twenty-one property owners were notified with no objection received; owner proposing an apartment/duplex use and is identified in the 2040 Land Use Map as a single-family residential; surrounding use currently zoned R-2 Apartment and Duplex and the rezone will conform to the surrounding neighborhood.

The Planning & Zoning Commission and staff recommended approval based on the existing surrounding land use.

Commissioner Kerr seconded by Mayor Pro Tem Pedraza moved to approve Ordinance 2022-06 to rezone Lot 8, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Felix de la Cruz on Ordinance 2022-07 to rezone 108 W Adelita St. Also being Lot 25, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-07. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated fifteen property owners were notified with no objection received; owner proposing apartment/duplex use; surrounding land use is apartment and duplex, and the rezone will conform with the area. The Planning & Zoning Commission and staff recommended approval based on the existing surrounding land use.

Commissioner Rodriguez seconded by Lopez moved to approve Ordinance 2022-06 to rezone Lot 8, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration after public hearing on behalf of Oscar Zarate on Ordinance 2022-08 to rezone 1719 W Business 83. Also being 7.092 acres out of Farm Tract 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-08. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twelve property owners were notified with one objection received citing drainage issues. The Planning & Zoning Commission and staff recommended approval based on the existing surrounding land use.

In response to Commissioner Farias and Rodriguez, Rebekah stated the developer will need to provide a storm runoff for a fifty-year storm and release at ten (10) to address the drainage; new development has no impact and the drain boxes referred to in the public hearing are owned by Texas Department of Transportation; staff can inspect for holding water and notify TXDOT.

Mayor Suarez recommended to table and have engineering verify if water is standing in the boxes and notify TXDOT.

Mayor Pro Tem Pedraza seconded by Commissioner Farias moved to table Ordinance 2022-08 to rezone 1719 W Business 83. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration after public hearing on behalf of Rosa Sanchez on Ordinance 2022-09 to rezone 4027 E Expressway 83. Also being lot 4, Dellinger Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to B-2 secondary and highway business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-09. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated ten property owners were notified with no objection received; proposed location is existing used car lot that was annexed in 2014; applicant is the new owner requested the rezone to appropriately identify the use and recognized in 2040 Land Use Map as commercial. The Planning & Zoning Commission and staff recommended approval based on 2040 Land Use Map and the existing surrounding land use.

Commissioner Kerr seconded by Mayor Pro Tem Pedraza moved to approve Ordinance 2022-09 to rezone 4027 E Expressway 83 from R-1 One Family Dwelling District to B-2 secondary and highway business district as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to approve the Final Plat for Kingdom Estates Subdivision– being a 26.20-acre tract of land out of Farm Tracts 221, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately on the west side of Mile 6 ½ W, 757.92 Ft South of Mile 11 North and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed forty-four lot subdivision for residential development; outside city limits; serviced with water by the North Alamo Water Supply Corporation and sewer by OSSF (on-site sewage facility); developer requested variances to allow for the placements of OSSF, the nearest sanitary sewer line is 3.5 miles south located on the intersection of Westgate Drive and Mile 10 North and variance for off-site drainage within the existing adjacent drainage canal; letters of support from the Irrigation and Drainage District have been obtained. The Planning and Zoning Commission recommended approval with variances; staff recommended approval and compliance with the ordinance on the variance(s).

Commissioner Rodriguez seconded by Commissioner Lopez moved to approve the Final Plat for Kingdom Estates Subdivision– being a 26.20-acre tract of land out of Farm Tracts 221, West Tract Subdivision with variances as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to approve the Final Plat for A&J Subdivision– being 1.47 acres of land out of Farm Tracts 662, West and Adams Tracts, Weslaco, Hidalgo County, Texas located approximately on the southeast corner of intersection of 6th Street and Westgate Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a one (1) lot subdivision inside city limits; serviced with water and sewer by the City; developer proposes a small commercial plaza. The Planning and Zoning Commission and staff recommended approval.

Commissioner Kerr seconded by Commissioner Lopez moved to approve the Final Plat for A&J Subdivision– being 1.47 acres of land out of Farm Tracts 662, West and Adams Tracts as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to send notice of contract termination to Perdue, Brandon, Fielder, Collins & Mott, LLP and authorize staff to solicit proposals for the collection of delinquent taxes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)

Commissioner Kerr seconded by Mayor Pro Tem Pedraza moved to approve.

Andrew Munoz requested no action and stated the item was for discussion purposes to seek consensus on how to proceed. The item to consider should have been presented to solicit statement of qualifications and not proposals.

Mayor Suarez voiced that the agenda item as presented would not allow commission action as presented and asked legal counsel. Juan E. Gonzalez, City Attorney, stated the commission can take no action and give direction to staff for a future agenda item and would not recommend termination until a successor was in place.

In response to Commissioner Farias, the City Attorney recommended the commission give direction to staff on how they wished to proceed such as solicit statement of qualifications on the next agenda. Commissioner Farias was in favor of soliciting qualifications for any professional services in place for more than five years to create competition and have transparency; other commission action for solicitation of services such as court collections and insurance were done and wished to see the same for this. Mayor Pro Tem Pedraza stated transparency is important. Commissioner Kerr was not in favor unless there were issues and called the question on the motion.

Mayor Suarez called the question.

The motion failed with the Mayor and Commissioners Kerr, Lopez, Rodriguez, and Muñoz against; Commissioner Farias and Mayor Pro Tem Pedraza in favor (5-2); Mayor Suarez was present and voting.

I. Discussion and consideration regarding Waterline Access Agreements between the City of Weslaco and North Alamo Water Supply Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)

The City Attorney stated discussions in executive session concerning a Wholesale Water Agreement for sewer lines in the City's Certificate of Convenience and Necessity (CCN) had raised legal concerns for him that the City may be relinquishing rights. Staff indicated these agreements were for waterline access only and did not involve the CCN for the City's right to provide retail water.

Rebekah de la Fuente stated Waterline Access Agreements are for those subdivisions that are in North Alamo Water Supply (NAWSC) CNN; outlines the parties agree for fire protection to be provided, NAWSC will allow fire hydrants on their waterlines and the fire hydrant responsibility of City. Staff stated this is a requirement during the subdivision process for any development in our ETJ. Staff and the City Attorney recommended approval.

Commissioner Kerr seconded by Mayor Pro Tem Pedraza moved to approve Waterline Access Agreements between the City of Weslaco and North Alamo Water Supply Corporation as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration on request from Weslaco Economic Development Corporation to solicit proposals for bank depository services for all funds and securities of the Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)

Andrew Munoz stated the by-laws of the Weslaco Economic Development Corporation (WEDC) require they use the same banking institution as the City; WEDC would like to compare rates and utilize a local bank.

In response to Mayor Suarez, Steve Valdez, Executive Director, stated approval and permission from the City to utilize a different depository bank is outlined in their by-laws and that was the request; he did not interrupt that the by-laws would need to be amended.

In response to Commissioner Muñoz, Steve stated the organization wished to see if better interest rates are available, currently the bank has transitioned to a National chain and although service is good would like to work with a more locally owned bank.

Mayor Suarez stated approval would be contingent to EDC Attorney to file with staff that the by-laws allow a different banking institution then that of the City with approval from the Commission.

Commissioner Kerr seconded by Mayor Pro Tem Pedraza moved to approve request from Weslaco Economic Development Corporation to solicit proposals for bank depository services contingent to EDC Attorney to file with staff that the by-laws allow a different banking institution as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration projects to read Sinclair St from Witmer to Los Torritos instead of 2nd Street (Kansas to Bridge Avenue) and authorizing the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman, Finance Director, stated previous commission action in November held a public hearing for the 35th Urban County Program. The work plan submitted indicated infrastructure improvements on 2nd Street from Kansas to Bridge Avenue 2nd was incorrect and should be Sinclair St from Witmer to Los Torritos. The Resolution appropriates the funds and was not introduced. Staff recommended approval of the Resolution and corrections to the work plan on the water/sewer improvement projects description.

Commissioner Muñoz seconded by Commissioner Rodriguez moved to approve Resolution 2022-19 adopting the 2022 Work Plan and Budget for the thirty-fifth (35th) Urban County Program in the amount of \$300,037 and correcting the Work plan on the Water/Sewer Improvements as presented. The motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration to approve an Interlocal Agreement between the City of Weslaco and the City of Mercedes 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.)

Joel Rivera, Chief of Police, requested no action stating final terms were under discussion and would need review by the City Attorney.

No action.

M. Discussion and consideration to accept and award Barcom Technology Solutions as the vendor for Basic Maintenance of Internal Connections in response to the Library's Request for Proposal within the E-Rate Year 25 cycle and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.)

Arnold Becho, Library Director, stated the Erate Program is a grant that helps pay for computer infrastructure; no equipment to be purchased but maintenance of existing infrastructure needed; proposals for maintenance was requested and staff recommended to award Barcom Technology Solutions as the vendor for Basic Maintenance of Internal Connections; City's cost would be \$4,000 and Erate Program grant will pay \$12,000. Staff recommended approval.

Commissioner Muñoz seconded by Commissioner Lopez moved to accept and award Barcom Technology Solutions as the vendor for Basic Maintenance of Internal Connections as presented. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration to rescind RFB 2021-22-06 Annual Grounds Maintenance Contract bid awarded to South Texas Landscaping & Irrigation and authorize staff to re-bid the project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Omar Rodriguez, Parks and Recreation Director, stated South Texas Landscaping & Irrigation was awarded as low bidder; company provided one service cycle for our facilities; vendor requested to increase their fee on several of the facilities to be maintained; original bid award was \$37,165, requested increase of \$14,020 for a new contract amount of \$51,185 that would still be lowest bid. Staff recommended to rescind the bid award and authorize staff to go out for competitive proposals.

In response to Commissioner Muñoz, the City Attorney stated the vendor was awarded the bid based on their response to the solicitation for proposals; City could file a lawsuit for non-performance and noted the vendor indicated upon review of prices loss of revenue was realized and for this reason requested the increase.

The City Attorney would not recommend pursuing litigation. Commissioner Muñoz voiced if the commission moves forward and re-bid this vendor should be disqualified merited on non-performance of an awarded contract. The City Attorney stated the commission would award based on the lowest and responsible vendor.

Mayor Pro Tem Pedraza seconded by Commissioner Muñoz moved to rescind RFB 2021-22-06 Annual Grounds Maintenance Contract bid awarded to South Texas Landscaping & Irrigation and authorize staff to re-bid as presented. The motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration on the request from Valley Nature Center for closure of Gibson Park parking lot for the Spring Feast event on Saturday, April 23, 2022, for the day and waiver of any associated fees and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Omar Rodriguez stated this was an annual request and recommended approval.

Commissioner Kerr seconded by Commissioner Lopez moved to approve the request from Valley Nature Center for closure of Gibson Park parking lot for the Spring Feast event on Saturday, April 23, 2022, for the day and waiver of any associated fees as presented. The motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion and consideration to approve renewal of the Loss Control/Risk Management contract set to expire March 1, 2022, and authorize the Mayor to execute any related documents. Possible action. (Staffed Human Resources.)

Commissioner Farias abstained from discussion and vote.

Luz Galindo, Human Resources Director, stated Ramon Montalvo and JC Villafranco Consultants, were in attendance for any questions on the renewal agreement. Staff recommended approval.

In response to Mayor Suarez and Commissioner Muñoz, staff stated there are no changes in the renewal agreement and there has been cost savings to the City and is a good resource of training to the departments.

Commissioner Rodriguez seconded by Commissioner Lopez moved to approve renewal of the Loss Control/Risk Management contract as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

Q. Discussion and consideration to exercise one (1) year extension on the current fuel purchasing agreement from RFB NO: 2020-21-12 with PICO Propane and Fuels for FY2022-2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Public Works Department.)

David Arce, Public Works Director, recommended approval to exercise a one-year extension with PICO; no issues with the vendor and product delivery has been timely.

Commissioner Kerr seconded by Commissioner Muñoz moved to approve a one-year extension to the fuel purchasing agreement with PICO Propane and Fuels for FY2022-2023 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VIII. REPORTS

A. Report by Inframark concerning wastewater odors.

George Quilantan, Inframark, reported on several lift stations of concern; working with Public Works for acceptable operations of the lift stations to allow inlet lines for all stations to be exposed as this will allow the level of sewage to be below the inlet line and flow faster. Ryan Quigley, Regional Manager, reported on possible causes of odors such as septicity (sewerage in pipe) and what can be done to help move the sewage faster such as different chemicals and maybe flushing the pipes.

Report only.

IX. EXECUTIVE SESSION

At 6:43 p.m. Commissioner Kerr seconded by Commissioner Lopez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:21 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

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

No action.

B. Personnel - Discussion, evaluation and selection of a short list for interviews for the position of City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.

Mayor Pro Tem Pedraza seconded by Commissioner Muñoz moved to approve MRP Consulting to proceed with evaluation of applicants as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

C. Contract Negotiations - Discussion with the Interim City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Police Union (Weslaco Municipal Police Association) as authorized by section §551.071 of the Texas Government Code.

No action.

D. 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.

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

No action.

F. Legal Consultation - Consultation with City Attorney relating to 380 Agreement between City of Weslaco and SDI Weslaco Holdings, LLC. as authorized by section §551.071 of the Texas Government Code.

No action.

G. 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.

No action.

H. Potential Litigation - Consultation with City Attorney regarding Tri-Gen Construction LLC and the City of Weslaco Airport and Hanger Infrastructure Improvements Project as authorized by Section §551.071 of the Texas Government Code.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve the City Attorney proceed with negotiations with Tri-Gen Construction LLC as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

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

No action.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

XI. ADJOURNMENT

Mayor Pro Tem Pedraza seconded by Commissioner Muñoz moved to adjourn the meeting of February 15, 2022, at 7:25p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5208	
From:			
Subject: Ordinance 2022-06 to rezone 105 W Adelita St. Also being Lot 8, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held February 15, 2022; 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-one (21) property owners within 200 feet of the applicant's property were notified by letter on January 21, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on January 17, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of February 2, 2022			
ADELAIDA VEGA REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any: Rezone-105 W Adelita- Memo, 105 Adelita- aerial, 105 W ADELITA- attachments, O2022-06 105 W Adelita- Ordinance			
Responsibilities upon Approval:			

Staff will advise the applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 105 W Adelita

DATE: February 7, 2022

The property owner is proposing an apartment & duplex type use for this located. The 2040 Land Use Map has identified this area as a single-family residential however, the surrounding properties along Adelita St. and Maria Isabel North are currently zoned R-2 Apartment and Duplex and will conform to the surrounding neighborhood. No petitions were received for or against this item.

The Planning & Zoning Commission recommended approval based on the existing surrounding land use.

Thank you,

Rebekah de la Fuente, CFM

Rezone

R-1 to R-2 Duplex & Apartments

Legend

 105 W Adelita

Google Earth

W Steve Dr

Texas Blvd



500 ft



APPLICATION FOR REZONING

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

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

RZNE-000173-2022
FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 8, ~~9, 10, 11~~ Block Colonia San Francisco

Subdivision Name Colonia San Francisco

Street Address 105 Adelita St.

Existing Zoning R-1 Existing Land Use _____

Proposed Zoning R-2 Proposed Land Use _____

☒ \$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 Felix DE LA CRUZ Phone 956-460-8538

Address 2411 Durango DR. Fax: 956-600-8020

City Mission State TX Zip Code 78572 E-Mail: FelixDLC9@AOL.com

OWNER

Name Felix & Irma DE LA CRUZ Phone _____

Address _____ Fax: _____

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

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

Signature Felix De La Cruz Date 1-06-22
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

City of Weslaco

"The City on the Grow"



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

Andrew Muñoz, Interim City Manager

PLANNING DEPARTMENT

January 21, 2022

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 2, 2022, at 5:30pm and the City Commission will also hold a public hearing on February 15, 2022 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue

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 February 2, 2022. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

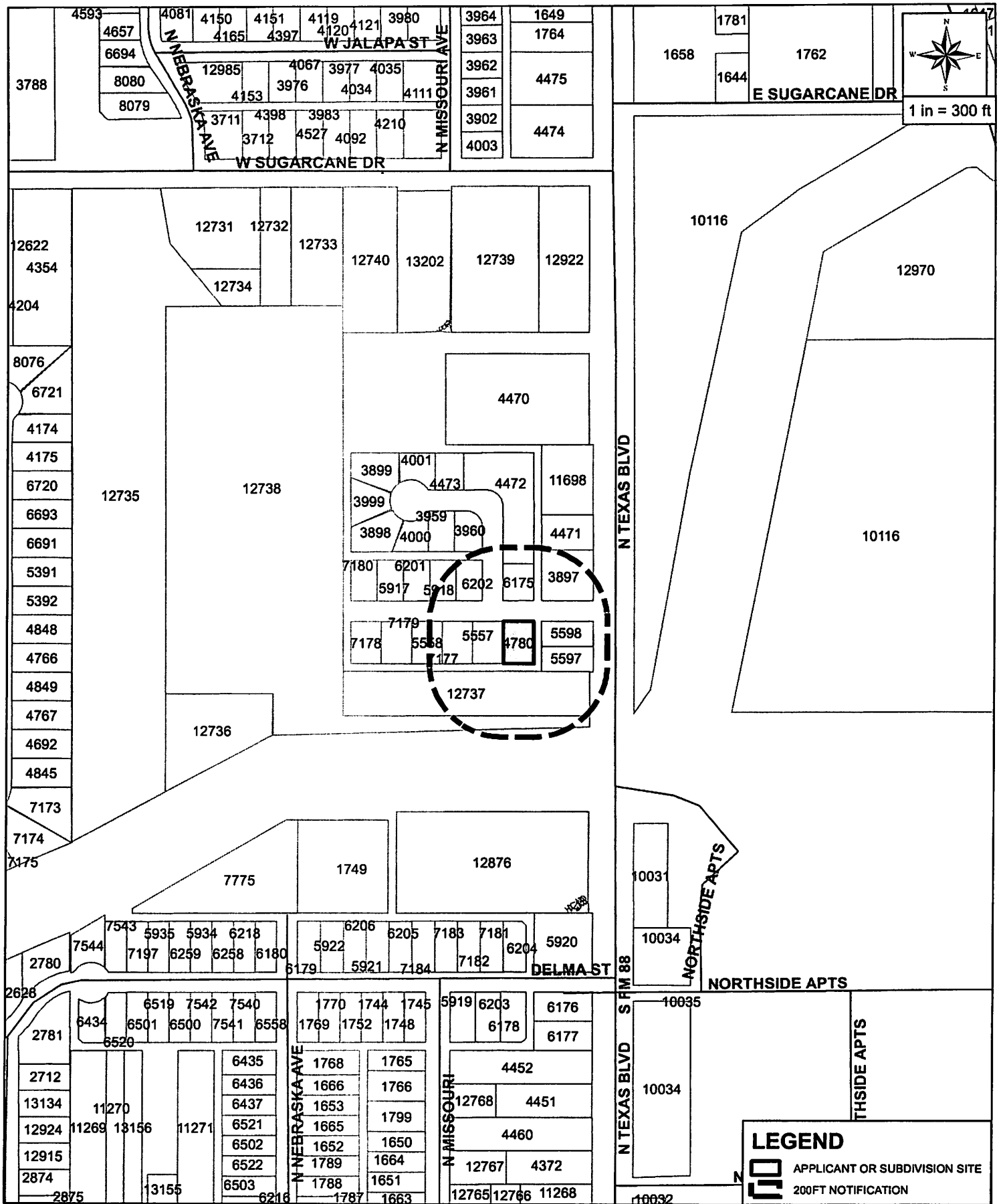
Felix de la Cruz is requesting to rezone 105 W Adelita St. Also being Lot 8, San Francisco Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District

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

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

Sincerely,

Rebekah de la Fuente, CFM
Planning Director



105 W ADELITA ST, WESLACO TX

108

City of Weslaco Code Enforcement Dept.

JAN 20, 2022

BAG INVESTMENTS INC 5924 N SHARY RD MISSION TX 78573	S0650-00-000-0003-00 COLONIA SAN FRANCISCO DE WESLACO 2209 N TEXAS BLVD	L: 53125 B: 151874
RANGEL ROBERTO & MELISSA G 2303 FRESNO ST SAN JUAN TX 78589	S0650-00-000-0004-00 COLONIA SAN FRANCISCO DE WESLACO 2113 N TEXAS BLVD	L: 77180 B: 191384
DE LA CRUZ FELIX 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0006-00 COLONIA SAN FRANCISCO DE WESLACO 2105 N FM 88	L: 38750 B: 2039
DE LA CRUZ FELIX & IRMA 2411 DURANGO DR MISSION TX 78573	S0650-00-000-0008-00 COLONIA SAN FRANCISCO DE WESLACO 105 ADELITA ST	L: 16041 B: 0
DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0009-00 COLONIA SAN FRANCISCO DE WESLACO 107 ADELITA ST	L: 16041 B: 0
DE LA CRUZ FELIX & IRMA 2411 DURANGO DR MISSION TX 78573	S0650-00-000-0010-00 COLONIA SAN FRANCISCO DE WESLACO 109 ADELITA ST	L: 16043 B: 0
LARA ELEAZAR & LIANA A B PO BOX 1970 DONNA TX 78537	S0650-00-000-0011-00 COLONIA SAN FRANCISCO DE WESLACO 111 ADELITA ST	L: 23682 B: 184718
BLOOM PROPERTIES LLC 1316 CITRINE DR WESLACO TX 78596	S0650-00-000-0012-00 COLONIA SAN FRANCISCO DE WESLACO 113 ADELITA ST	L: 23682 B: 221676
LEOS NORA 1914 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0015-00 COLONIA SAN FRANCISCO DE WESLACO 1914 MARIA ISABEL DR	L: 14553 B: 114152
RODRIGUEZ APOLINAR & ELISVIA 1913 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0018-00 COLONIA SAN FRANCISCO DE WESLACO 1913 MARIA ISABELA DR	L: 14553 B: 137066
CAVAZOS DOMINGO JR & SANDRA 1911 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0019-00 COLONIA SAN FRANCISCO DE WESLACO 1911 MARIA ISABEL DR	L: 13230 B: 84273
MDQ INVESTMENTS LLC 54 3RD ST PRESQUE ISLE ME 4769	S0650-00-000-0020-00 COLONIA SAN FRANCISCO DE WESLACO 1909 MARIA ISABEL DR	L: 85142 B: 625387
RANGEL ROBERTO & MELISSA G 2303 FRESNO ST SAN JUAN TX 78589	S0650-00-000-0024-00 COLONIA SAN FRANCISCO DE WESLACO	L: 14018 B: 0

JAN 20, 2022

DE LA CRUZ FELIX & IRMA 2411 DURANGO DR MISSION TX 78573	S0650-00-000-0025-00 COLONIA SAN FRANCISCO DE WESLACO 108 ADELITA ST	L: 13306 B: 0
GONZALEZ JUAN & NELDA 3308 ROSEWOOD DR WESLACO TX 78599	S0650-00-000-0026-00 COLONIA SAN FRANCISCO DE WESLACO 110 ADELITA ST	L: 13306 B: 0
GARCIA NELDA 112 ADELITA ST WESLACO TX 78599	S0650-00-000-0027-00 COLONIA SAN FRANCISCO DE WESLACO 112 W ADELITA ST	L: 13306 B: 109467
GARCIA NELDA 112 ADELITA ST WESLACO TX 78599	S0650-00-000-0028-00 COLONIA SAN FRANCISCO DE WESLACO	L: 13306 B: 104225
ESTRADA EDUARDO R & EMMA L 1912 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0029-00 COLONIA SAN FRANCISCO DE WESLACO 1912 MARIA ISABEL DR	L: 14553 B: 39932
RODRIGUEZ EDUARDO E & EMMA L 1910 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0030-00 COLONIA SAN FRANCISCO DE WESLACO 1910 MARIA ISABEL DR	L: 13306 B: 35295
SALAS MARIA DEL CARMEN & JESUS 1908 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0031-00 COLONIA SAN FRANCISCO DE WESLACO 1908 MARIA ISABEL DR	L: 13929 B: 54302
WILSON STEVE R & ELSA A 301 W STEVE DR WESLACO TX 78599	W3800-00-117-0000-04 WEST TRACT S108'- E660' FT 117 K 1.64 AC GR 1.52 AC NET 118 W STEVE DR	L: 191252 B: 51787

ORDINANCE NO. 2022-06

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 105 W ADELITA ST. ALSO BEING LOT 8, SAN FRANCISCO SUBDIVISION, WESLACO HIDALGO COUNTY, 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: To rezone from an R-1 One Family Dwelling District to R-2 Duplex and Apartment District located at 105 W Adelita St. Also being Lot 8, San Francisco Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of February 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of March 2022.

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: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5209	
From:			
Subject: Ordinance 2022-07 to rezone 108 W Adelita St. Also being Lot 25, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held February 15, 2022; 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 Fifteen (15) property owners within 200 feet of the applicant's property were notified by letter on January 21, 2022.			
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 City Commission appeared in The Monitor on January 17, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of February 2, 2022			
ADELAIDA VEGA REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any: Rezone-108 W Adelita- Memo, 108 W ADELITA - attachments, 108 Adelita- Aerial, O2022-07 108 W Adelita- Ordinance			
Responsibilities upon Approval:			

Staff will advise the applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 108 W Adelita

DATE: February 7, 2022

The property owner is proposing an apartment & duplex type use for this located. The 2040 Land Use Map has identified this area as a single-family residential however, the surrounding properties along Adelita St. and Maria Isabel North are currently zoned R-2 Apartment and Duplex and will conform to the surrounding neighborhood. No petitions were received for or against this item.

The Planning & Zoning Commission recommended approval based on the existing surrounding land use.

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

RZ NE-000174-2022
FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 25 Block _____

Subdivision Name Colonia San Francisco

Street Address 108 W Adelita St

Existing Zoning R-1 Existing Land Use _____

Proposed Zoning R-2 Proposed Land Use _____

- ☒ \$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 Felix DE LA CRUZ Phone 956-460-8538

Address _____ Fax: 956-600-8020

City _____ State _____ Zip Code _____ E-Mail: FelixDLC9@AOL.com

OWNER

Name Felix + Irma DE LA CRUZ Phone _____

Address 2411 Durango DR. Fax: _____

City Mission State TX Zip Code 78572 E-Mail: FelixDLC9@AOL.com

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

Signature [Signature] Date 1-06-22
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

City of Weslaco

"The City on the Grow"



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

Andrew Muñoz, Interim City Manager

PLANNING DEPARTMENT

January 21, 2022

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 2, 2022, at 5:30pm and the City Commission will also hold a public hearing on February 15, 2022 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue

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 February 2, 2022. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

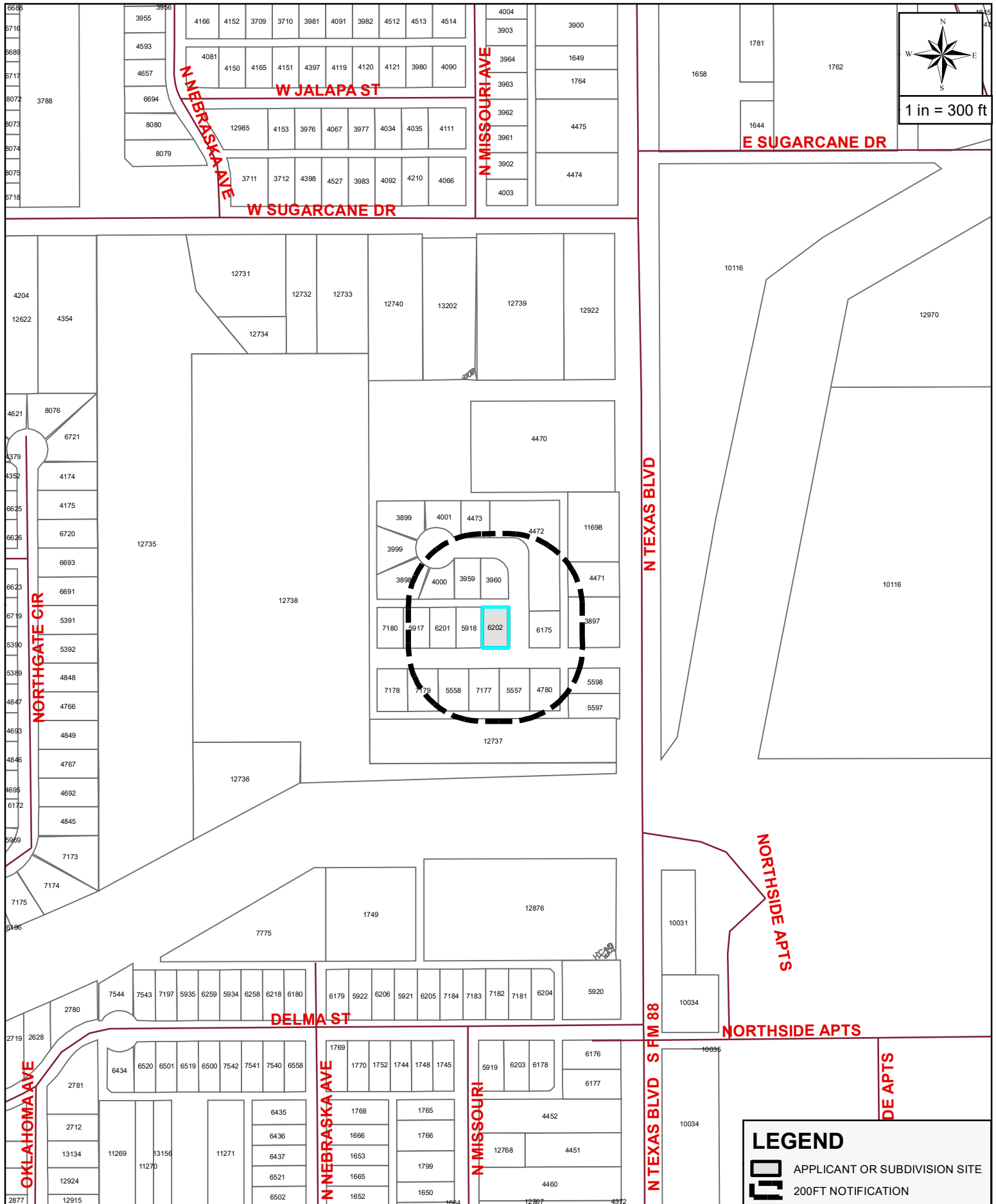
Felix de la Cruz is requesting to rezone 108 W Adelita St. Also being Lot 25, San Francisco Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District.

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

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

Sincerely,

Rebekah de la Fuente, CFM
Planning Director



108 W ADELITA ST, WESLACO TX

105

City of Weslaco Code Enforcement Dept.

JAN 20, 2022

BAG INVESTMENTS INC 5924 N SHARY RD MISSION TX 78573	S0650-00-000-0003-00 COLONIA SAN FRANCISCO DE WESLACO 2209 N TEXAS BLVD	L: 53125 B: 151874
RANGEL ROBERTO & MELISSA G 2303 FRESNO ST SAN JUAN TX 78589	S0650-00-000-0004-00 COLONIA SAN FRANCISCO DE WESLACO 2113 N TEXAS BLVD	L: 77180 B: 191384
DE LA CRUZ FELIX 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0006-00 COLONIA SAN FRANCISCO DE WESLACO 2105 N FM 88	L: 38750 B: 2039
DE LA CRUZ FELIX 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0007-00 COLONIA SAN FRANCISCO DE WESLACO 2105 N TEXAS BLVD	L: 38750 B: 26731
DE LA CRUZ FELIX & IRMA 2411 DURANGO DR MISSION TX 78573	S0650-00-000-0008-00 COLONIA SAN FRANCISCO DE WESLACO 105 ADELITA ST	L: 16041 B: 0
DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0009-00 COLONIA SAN FRANCISCO DE WESLACO 107 ADELITA ST	L: 16041 B: 0
DE LA CRUZ FELIX & IRMA 2411 DURANGO DR MISSION TX 78573	S0650-00-000-0010-00 COLONIA SAN FRANCISCO DE WESLACO 109 ADELITA ST	L: 16043 B: 0
LARA ELEAZAR & LIANA A B PO BOX 1970 DONNA TX 78537	S0650-00-000-0011-00 COLONIA SAN FRANCISCO DE WESLACO 111 ADELITA ST	L: 23682 B: 184718
MDQ INVESTMENTS LLC 54 3RD ST PRESQUE ISLE ME 4769	S0650-00-000-0020-00 COLONIA SAN FRANCISCO DE WESLACO 1909 MARIA ISABEL DR	L: 85142 B: 625387
RANGEL ROBERTO & MELISSA G 2303 FRESNO ST SAN JUAN TX 78589	S0650-00-000-0024-00 COLONIA SAN FRANCISCO DE WESLACO	L: 14018 B: 0
DE LA CRUZ FELIX & IRMA 2411 DURANGO DR MISSION TX 78573	S0650-00-000-0025-00 COLONIA SAN FRANCISCO DE WESLACO 108 ADELITA ST	L: 13306 B: 0
GONZALEZ JUAN & NELDA 3308 ROSEWOOD DR WESLACO TX 78599	S0650-00-000-0026-00 COLONIA SAN FRANCISCO DE WESLACO 110 ADELITA ST	L: 13306 B: 0
SALAS MARIA DEL CARMEN & JESUS 1908 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0031-00 COLONIA SAN FRANCISCO DE WESLACO 1908 MARIA ISABEL DR	L: 13929 B: 54302

JAN 20, 2022

WILSON STEVE R & ELSA A	W3800-00-117-0000-04	L: 191252
301 W STEVE DR	WEST TRACT S108'- E660' FT 117	B: 51787
WESLACO TX 78599	K 1.64 AC GR 1.52 AC NET	
	118 W STEVE DR	
WILSON FAMILY TRUST	W3800-00-117-0000-10	L: 498057
301 W STEVE DR	WEST TRACT E10.18AC-W22.82AC FT 117	B: 0
WESLACO TX 78599	0 FM 88	

Rezone

R-1 to R-2 Duplex & Apartments

Legend

 108 W Adelita

Google Earth

W Steve Dr

Texas Blvd



500 ft

ORDINANCE NO. 2022-07

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 108 W ADELITA ST. ALSO BEING LOT 25, SAN FRANCISCO SUBDIVISION, WESLACO HIDALGO COUNTY, 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: To rezone from an R-1 One Family Dwelling District to R-2 Duplex and Apartment District located at 108 W Adelita St. Also being Lot 25, San Francisco Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of February 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of March 2022.

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: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5242	
From:			
Subject: Approval on Ordinance 2022-09 to rezone 4027 E Expressway 83. Also being lot 4, Dellinger Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to B-2 secondary and highway business district and authorize the Mayor to execute any related documents. (First reading held February 15, 2022) staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-2 secondary and highway business district. Ten (10) property owners within 200 feet of the applicant's property were notified by letter on January 21, 2022.			
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 City Commission appeared in The Monitor on January 17, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of February 2, 2022.			
ADELAIDA VEGA REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval based on 2040 land use map.			
Attachments, if any: Rezone-4027 E Expressway 83- Memo, 4027 E Expressway 83- attachments, 4027 E EXP 83- Aerial, O2022-09 4027 E Expressway 83- Ordinance			
Responsibilities upon Approval:			

Staff will advise the applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 4027 E Expressway 83

DATE: February 7, 2022

The proposed location is the site of an existing used care lot. The property was annexed into the City of Weslaco as part of the 2014 Annexations and came in as an existing business. The property has since changed ownership and the new owner would be trying to get the property zoned appropriately for the type of use. The 2040 Land Use Map has identified this area as a future commercial lot. No petitions were received for or against this item.

The Planning & Zoning Commission recommended approval based on 2040 Land Use Map and the existing surrounding land use.

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. RZE-000178-2022

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 4 Block _____

Subdivision Name Dellinger Subdivision

Street Address 4027 E Expressway 83 Weslaco Tx 78599

Existing Zoning Residential Existing Land Use Previously a car lot

Proposed Zoning Commercial Proposed Land Use Car lot Business

_____ \$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 Rosa I Sanchez Phone 956-624-5126

Address 124 S Sky Soldier Rd Fax: _____

City Weslaco State Tx Zip Code 78596 E-Mail: Zule-11193@yahoo.com

OWNER

Name Rosa I Sanchez Phone 956-624-5126

Address 124 S Sky Soldier Rd Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: Zule-11193@yahoo.com

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

Signature Rosa I Sanchez Date 1/12/22
Owner

Signature Rosa I Sanchez Date 1/12/22
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

Date _____

P & Z Notice of Public Hearing Published in Newspaper

Date _____

City Commission Notice of Public Hearing Published

Date _____

Presented to P & Z Commission

Approved _____ Disapproved _____ Tabled _____

Date _____

Presented to City Commission

Approved _____ Disapproved _____ Tabled _____

Date _____

Ordinance No. _____

CITY OF WESLACO

956-968-3181

***** REPRINT RECEIPT*****

REC#: 02843546 1/12/2022 1:04 PM

OPER: NV TERM: 041

REF#:

PAID BY:

ACCT #: XXXX-XXXX-XXXX-0312

AUTH #: 02858C

TRAN #: 000000003111

TYPE: PURCHASE

TRAN: 800.0000 ENERGOV PAYMENT

INV-00005550 305.00CR

SANCHEZ, ROSA

CAINVOICEFEE 300.00CR

CAINVOICEFEE 5.00CR

TENDERED: 305.00 CREDIT CARD

APPLIED: 305.00-

CHANGE: 0.00

255 S. KANSAS AVE

Revised Form December 6, 2016

I-3128 ■ WWW.WESLACOTX.GOV

Please do not alter this application.

City of Weslaco

"The City on the Grow"



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

Andrew Muñoz, Interim City Manager

PLANNING DEPARTMENT

January 21, 20212

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 2, 2022, at 5:30pm and the City Commission will also hold a public hearing on February 15, 2022, at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue

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 February 2, 2022. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

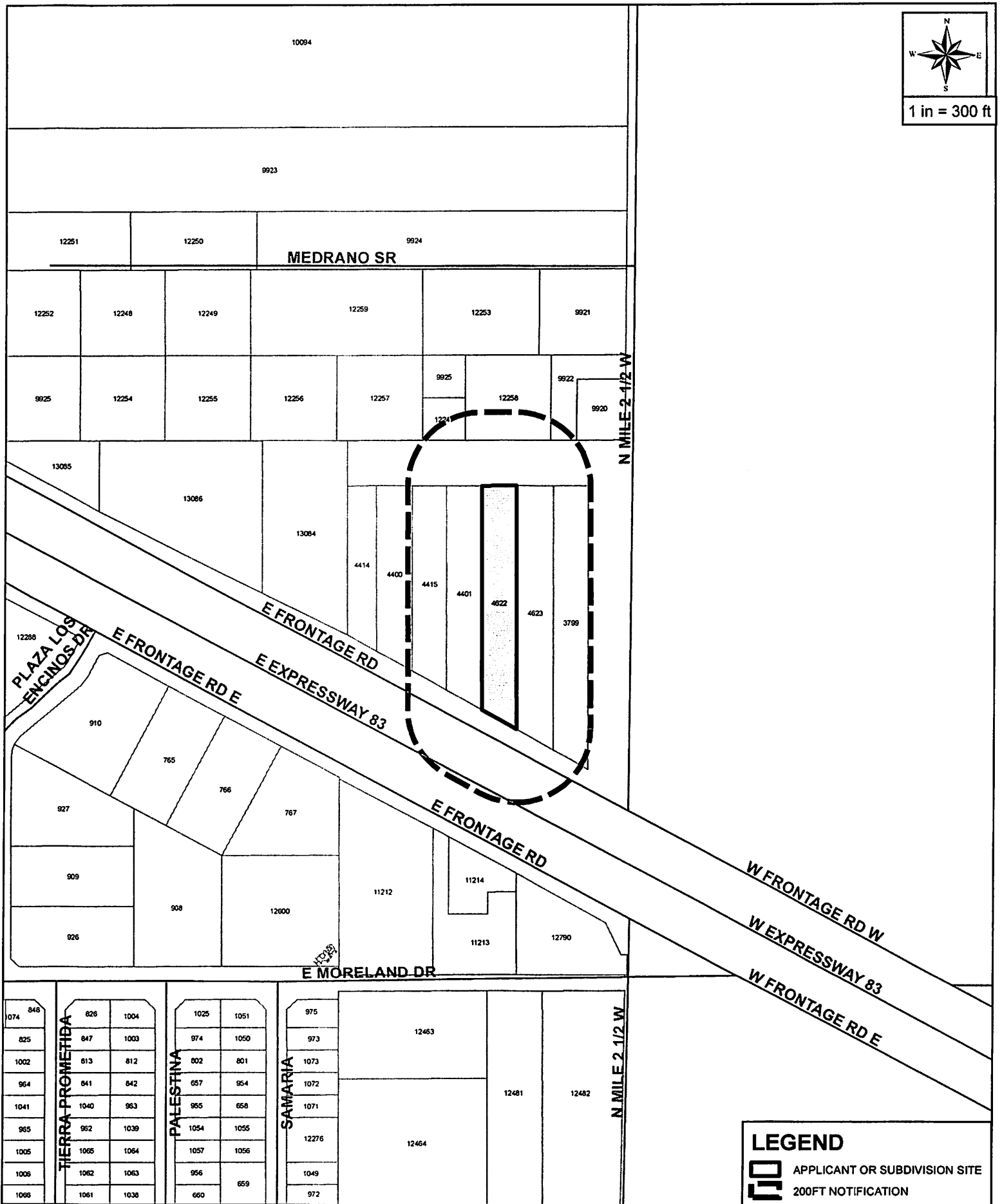
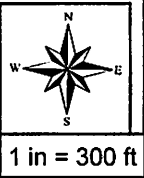
Rosa Sanchez is requesting to rezone 4027 E Expressway 83. Also being lot 4, Dellinger Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to B-2 secondary and highway business district.

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

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

Sincerely,

Rebekah de la Fuente, CFM
Planning Director



4027 E EXPRESSWAY 83, WESLACO, TX, 78599, USA

4027

City of Weslaco Code Enforcement Dept.

JAN 20, 2022

WESLACO ISD TRUSTEE PO BOX 178 EDINBURG TX 78540	A0800-00-000-1034-00 ADAMS TRACT W207'-E415'-S208'-S20AC AC NET	L: 52280 B: 0
ARANDA ALEJANDRO PO BOX 1332 MERCEDES TX 78570	A0800-00-000-1034-01 ADAMS TRACT E208'-S208' EXC 4 0.50AC	L: 41818 B: 26325
BENFORD TRAVIS E 11408 BLAIRVIEW LN AUSTIN TX 78748	A0800-00-000-1034-05 ADAMS TRACT S1/2 BEING 034 0.25AC NET	L: 13070 B: 1802
ZUNIGA MARIA DOLORES & MELISSA 4010 MEDRANO SR WESLACO TX 78596	A0800-00-000-1034-06 ADAMS TRACT W208'-E727'-S208'-S20AC AC GR 0.92AC NET	L: 13229 B: 12978
TEMPLO DEL ESPIRITU SANTO 1030 JONES AVE MERCEDES TX 78570	D3300-00-000-0002-00 DELLINGER LT 2	L: 220418 B: 131488
CORONADO FERNANDO & 2107 E MILE 11 N DONNA TX 78537	D3300-00-000-0003-00 DELLINGER LT 3	L: 206360 B: 65904
CAMERON CAMERINO & JUANITA 4027 E EXPRESSWAY 83 WESLACO TX 78599	D3300-00-000-0004-00 DELLINGER LT 4	L: 192302 B: 48654
SALINAS DANIEL A 4023 E EXPRESSWAY 83 WESLACO TX 78599	D3300-00-000-0005-00 DELLINGER LT 5	L: 124227 B: 69844
CAMERON FRANCISCO G 610 SILVA DR WESLACO TX 78596	D3300-00-000-0006-00 DELLINGER LT 6	L: 164184 B: 44238
BLANCO RAMON & PATRICIA 2610 WILDWOOD RD WESLACO TX 78596	D3300-00-000-0007-00 DELLINGER LT 7	L: 150127 B: 64514

DUPLICATE TAX RECEIPT



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

Certified Owner:

CAMERON CAMERINO & JUANITA
4027 E EXPRESSWAY 83
WESLACO, TX 78599-2513

Legal Description:

DELLINGER LT 4

Parcel Address: 4027 E EXPWY 83
Legal Acres: 1.2263

Remit Seq No: 47942863
Receipt Date: 11/02/2021
Deposit Date: 11/02/2021
Print Date: 01/12/2022 12:34 PM
Printed By: OFELIA168

Deposit No: WS21306132A
Validation No: 900000061358916
Account No: D3300-00-000-0004-00
Operator Code: CATALINAR132

Appr. Dist. No.: 158499

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2021	Hidalgo County	TL	240,956	0.575000	1,385.50	0.00	0.00	1,385.50
2021	Drainage Dist #1	TL	240,956	0.126400	304.57	0.00	0.00	304.57
2021	City Of Weslaco	TL	240,956	0.696700	1,678.74	0.00	0.00	1,678.74
2021	Weslaco Isd	TL	240,956	0.980700	2,363.06	0.00	0.00	2,363.06
2021	South Texas Isd	TL	240,956	0.049200	118.55	0.00	0.00	118.55
2021	South Texas College	TL	240,956	0.171500	413.24	0.00	0.00	413.24
					\$6,263.66	\$0.00	\$0.00	\$6,263.66

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Check Number(s):
13227

PAYMENT TYPE:

Checks: \$6,263.66

Exemptions on this property:

Total Applied: \$6,263.66

Change Paid: \$0.00

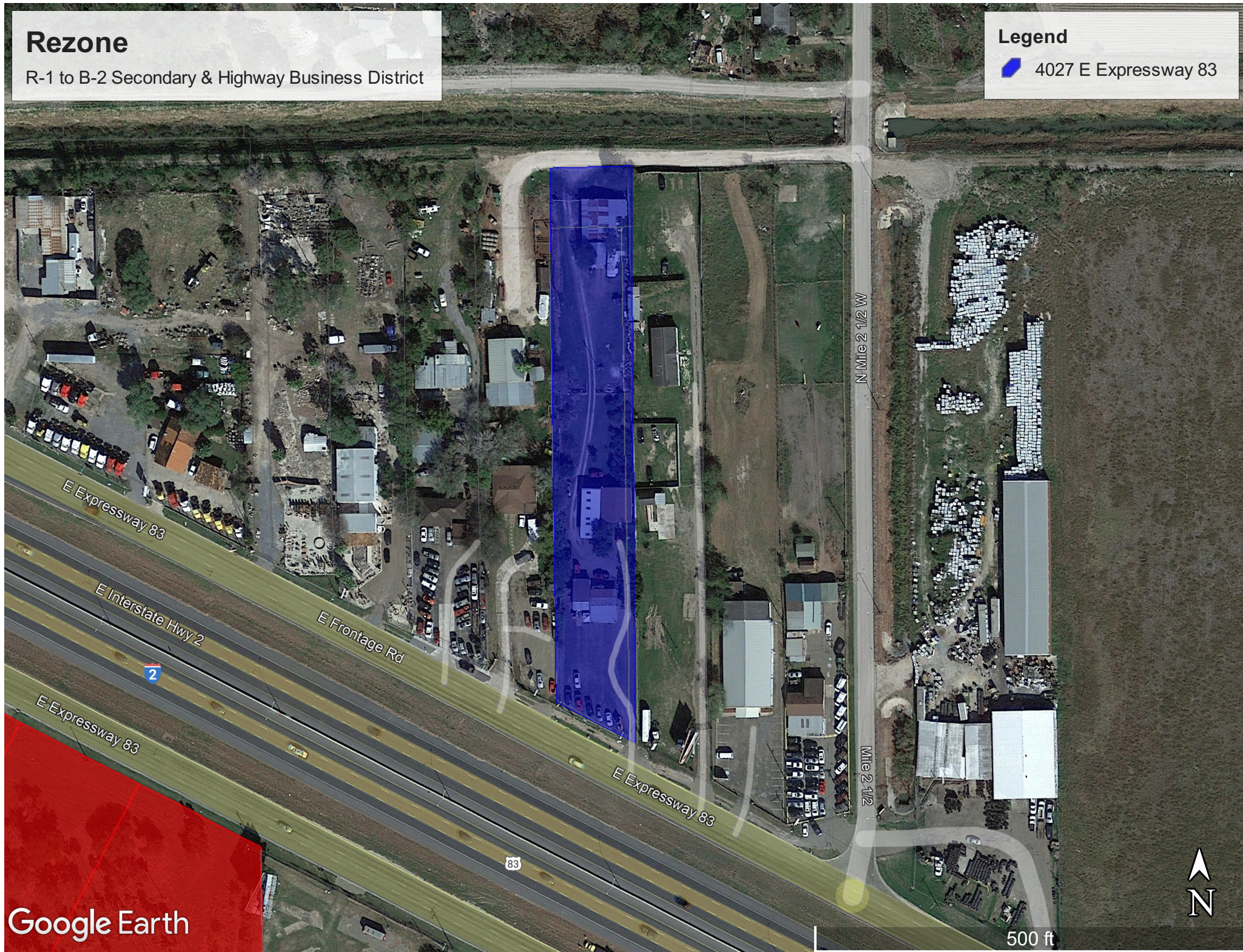
Account No: D3300-00-000-0004-00
PAYER: 22684790
JONES GALLIGAN KEY & LOZANO LLP
ATTORNEYS AT LAW TRUST
PO DRAWER 1247
WESLACO, TX 78599

Rezone

R-1 to B-2 Secondary & Highway Business District

Legend

 4027 E Expressway 83



ORDINANCE NO. 2022-09

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 4027 E EXPRESSWAY 83. ALSO BEING LOT 4, DELLINGER SUBDIVISION, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT TO B-2 SECONDARY AND HIGHWAY BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One Family Dwelling District to B-2 secondary and highway business district located at 4027 E Expressway 83. Also being lot 4, Dellinger Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of February 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of March 2022.

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: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5221	
From:			
Subject: Approval on amendments and extension from March 7, 2022 to April 7, 2022 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. (Staffed by Interim 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):			
ADELAIDA VEGA ANTONIO LOPEZ ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5203	
From:			
Subject: Approval on renewal of the agreement with the Texas Commission on Law Enforcement Contract Training Provider for Weslaco Police Department and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The Texas Commission on Law Enforcement (Commission) and Weslaco Police Department (Contract Training Provider) enter into this contract by the Commission's approval of the Training Provider's application under the Texas Occupations Code Chapter 1701 and 37 Texas Administrative Code Chapter 211-29			
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 ANDREW MUNOZ		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Weslaco Police Department			
Attachments, if any: TCOLE Contract Training Provider Renewal Letter, Texas Commission on Law Enforcement Contract Training Provider			
Responsibilities upon Approval: Once reviewed and approved, Chief Joel Rivera will sign two (2) original contracts. One will be returned to the office of the Texas Commission on Law Enforcement. And the other contract will be for the Police Department's file.			



Kim Vickers
Executive Director

TEXAS COMMISSION ON LAW ENFORCEMENT

January 28, 2022

Dr. Joel Rivera
Weslaco Police Department
901 N. Airport Drive
Weslaco, Texas 78596

RE: Contract Training Provider Renewal Contract

Dear Dr. Rivera:

Your contract training provider renewal application has been approved. Enclosed please find two contract training provider agreement contracts authorizing your agency to continue providing training as a Contract Training Provider. Effective January 28, 2022 you are authorized to continue as a Contract Training Provider. The expiration date of your renewal is March 31, 2027.

Please review the agreement, and if you find you can commit to the terms of the agreement, sign and date both originals. Return one original agreement form to our office and keep the other original for your file.

If you have any questions, please feel free to contact Chris Varady at (512) 936-7761.

Sincerely,

A handwritten signature in blue ink, appearing to read "MA/cv", is written over a horizontal line.

Michael R. Antu, Director
Special Services/Enforcement
Texas Commission on Law Enforcement

MA/cv

Enclosure

TEXAS COMMISSION ON LAW ENFORCEMENT CONTRACT TRAINING PROVIDER CONTRACT

I. AUTHORITY AND APPLICABLE STANDARDS.

1. The Texas Commission on Law Enforcement (Commission) and **Weslaco Police Department (215215)** (Contract Training Provider) enter into this contract by the Commission's approval of Training Provider's application under Texas Occupations Code Chapter 1701 and 37 Texas Administrative Code Chapters 211-29.

2. All requirements and standards of Texas Occupations Code Chapter 1701, 37 Texas Administrative Code Chapters 211-29, and any other applicable law are incorporated into this contract by reference. As such, this contract's lack of expressly mentioning a specific provision or requirement does not waive the requirement or otherwise excuse Training Provider's noncompliance.

3. By the signatures below, the designated individuals have full authority to enter into this agreement for their respective party.

4. The Commission's Executive Director or Director of Operations have the authority to execute the provisions incorporated into this contract.

II. REQUIREMENTS AND OBLIGATIONS.

5. The Training Provider desires to provide law enforcement related training courses to licensees and for these licensees to receive credit for such training from the Commission.

6. In consideration of the Training Provider's promise to comply with all requirements incorporated into this contract, mutual covenants, agreements, and benefits to both parties the Commission and Training Provider agree to the following provisions of this contract.

7. Training Provider represents it is in compliance with applicable provisions of the Americans with Disabilities Act of 1990 and the regulations promulgated by the Equal Employment Opportunity Commission, the United States Department of Justice and other applicable laws and regulations.

TEXAS COMMISSION ON LAW ENFORCEMENT CONTRACT TRAINING PROVIDER CONTRACT

8. Training Provider represents that it is in compliance, and shall continue to comply, with all requirements incorporated into this contract. Thus, these requirements include:

- (a) Training Provider shall appoint and maintain the appointment of an Advisory Board (Board) for the duration of this contract;
- (b) Training Provider shall appoint a qualified training coordinator meeting all Commission requirements;
- (c) Training Provider shall not conduct any basic licensing course as defined by Commission rules. Sheriffs' Offices with an active contract may conduct a Basic County Corrections training course with the consent of the Commission;
- (d) Training Provider shall not conduct any Distance Education unless an approved Distance Education Addendum is executed.
- (e) Training Provider shall conduct all classroom instruction in accordance with the Commission's minimum enrollment and training standards;
- (f) Training Provider shall follow Commission instructor guides, when available, and retains the ability to enhance these instructor guides.
- (g) Training Provider shall, on the basis of training needs identified in the application, develop instructor lesson plans containing learning objectives and student evaluations for each course. The courses provided shall be in accordance with the original application or addendums;
- (h) Training Provider shall submit a report of training for each course conducted. Courses shall be submitted electronically through TCLEDDS. The Training Provider will not submit reports of training for annual weapons proficiency or similar recertification by test only;

TEXAS COMMISSION ON LAW ENFORCEMENT CONTRACT TRAINING PROVIDER CONTRACT

- (i) Training Provider agrees not to represent itself as a Law Enforcement Academy, as defined by statute and Commission rules and guidelines or use the term "Academy" in the providers name; and
- (j) Training Provider shall submit to the Commission a written report within thirty days of: any change in the chief administrator or training coordinator; any failure to meet commission rules and standards by the academy, training coordinator, instructors, or advisory board; when non-compliance with federal or state requirements is discovered; or any change in name, physical location, mailing address, electronic mail address, or telephone number; any change in the department dean or SACS or THECB status for academic alternative training providers.
- (k) Training Provider shall send a representative to the Annual Training Coordinators' Conference.

III. CANCELLATION, SUSPENSION, AND TERMINATION.

9. The Commission may cancel a contract issued in error or based on false or incorrect information.

10. The Commission may immediately suspend operation of a contract for a Training Provider's noncompliance with the terms of the contract or any Commission rule or law. Operation of the contract may be suspended for a period of time, including a period pending outcome of an investigation or until remedial compliance with applicable standards has been met. The suspension is considered effective when the Training Coordinator is notified in writing.

11. Either party may terminate this contract upon ten days written notice. The Commission may also terminate this contract if:

- (a) The training coordinator intentionally or knowingly submits, or causes the submission of, a falsified document or a false written statement or representation to the commission;

TEXAS COMMISSION ON LAW ENFORCEMENT CONTRACT TRAINING PROVIDER CONTRACT

- (b) Training Provider has not met the needs of the communities or agencies it serves;
- (c) Training Provider fails to comply with any term of a contract or violation of a commission rule or law, including when a provider has been classified as at risk under this chapter for a twelve-month period without complying with commission rules;
- (d) Training Provider has failed to conduct training within a calendar year without a waiver from the commission; or
- (e) If applicable, Training Provider has lost accreditation, including SACS or THECB approval.

IV. PROBATION, EXPIRATION AND RENEWAL.

12. This contract will expire on March 31, 2027.

13. To be considered for renewal, the Training Provider shall submit to the Commission a contract renewal application that meets the timeline set forth by the Commission rules. The Commission may renew this contract for any term deemed appropriate and dependent upon an evaluation which includes an assessment of the provider's compliance with: commission standards; terms of the contract; program performance; and needs of the community or agencies it services.

V. OTHER CONTRACT CLAIMS.

14. If applicable, Training Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any claim for breach of contract made by the Training Provider:

- A. Training Provider's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Training Provider shall submit written notice, as required by subchapter B, to the Executive

TEXAS COMMISSION ON LAW ENFORCEMENT

CONTRACT TRAINING PROVIDER CONTRACT

Director of the Commission. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Training Provider and the Commission otherwise entitled to notice under the parties' Contract. Compliance by the Training Provider with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

- B. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Training Provider's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Commission if the parties are unable to resolve their disputes under Section A.
- C. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Commission nor any other conduct of any representative of the Commission relating to the Contract shall be considered a waiver of sovereign immunity to suit.
- D. The submission, processing and resolution of the Training Provider's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective.

VI. INDEMNITY.

15. To the extent authorized by the Texas Constitution and state law, the Training Provider agrees to indemnify and save harmless the Commission, its Commissioners, Executive Director, and employees from and against any and all claims, demands, actions, and suits; including but not limited to any liability for damages by reason or arising out of any and all contents contained in the courses or the locations at which the courses are conducted pursuant to this contract, or arising out of or involving any negligence on the part of the Training Provider, its chief administrator, training coordinator or its agents, employees or appointees.

**TEXAS COMMISSION ON LAW ENFORCEMENT
CONTRACT TRAINING PROVIDER CONTRACT**

TEXAS COMMISSION ON LAW ENFORCEMENT

WESLACO POLICE DEPARTMENT

By: 

Michael Antu
Director

Date: January 28, 2022

By: _____

Dr. Joel Rivera
Chief Administrator

Date: _____



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5230
From:		
Subject: Approval on renewal of the Advanced Education Consultant Agreement between the City of Weslaco and M-5 Texas Enterprises, LLC (Armando A. Martinez) to advance the EMS Training and Continuing Education services and authorize the Mayor to execute any related documents. (Staffed by Fire 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):		
LAURA LUERA ANTONIO LOPEZ ANDREW MUNOZ		Created/Initiated New
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: 2022 Weslaco Advanced Education Consultant Contract 02-17-2022		
Responsibilities upon Approval:		

ADVANCED EDUCATION CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (this "Agreement") is made this ____ day of _____ 2022, between **M-5 Texas Enterprises, LLC (Armando A. Martinez)** (the "Consultant") and _____ The City of Weslaco (the "City").

WHEREAS, the City wishes to engage the services of the Consultant to perform for the City consulting services regarding EMS Training and Continuing Education. Any additional tasks not outlined in this Agreement shall be approved as an amendment to this contract and compensated as agreed to by both parties; and

WHEREAS, the Consultant wishes to assist the City in the development of such matters;

NOW, THEREFORE, in consideration of the mutual promises herein continued, the parties agree as follows:

1. **Term.** The respective duties and obligations of the parties hereto shall commence on _____, 2022 and shall continue thereafter until _____, 2023 whichever comes first, unless terminated for cause by either party giving ninety (90) days written notice to the other party.
2. **Consultation.** During the term of this Agreement, Consultant shall zealously pursue the development and continuous emergency medical education for the City. At all times, Consultant shall conduct himself for the benefit of the City, and never knowingly take any action inconsistent with the interest of the City. Consultant will not take any action that is inconsistent with Corporation's policy or any applicable State or Federal law.
3. **Limited Liability.** The Consultant is an independent contractor of the City and is not engaged hereunder as an employee of the City. The Consultant shall not be liable to the City, or to anyone who may claim any right due to his relationship with the City or any of its employees, agents or other persons affiliated in any way with the City, for any acts or omissions in the performance of the services provided hereunder, except when said acts or omissions of the Consultant are due to his willful misconduct. The City shall indemnify and hold Consultant harmless from any obligations, costs, claims, judgments, legal fees, and other attachments arising from the performance of the services rendered to the City hereunder, except when the same shall arise due to willful misconduct of Consultant.

4. **Compensation and Expenses.** For services rendered and to be rendered hereunder, Corporation agrees to pay Consultant a total of \$4,000.00 per month for work performed in the course of completing of each of the following tasks listed below. City is responsible for all materials and certification and course costs for personnel. City shall provide instructors for the teaching of courses.
 - (a) **Continue the Advanced Education Pre-Hospital Education Program for the City's Fire Department.**
 - (b) **Plan, develop, and coordinate in-service training for EMS personnel and dispatch.**
 - (c) **Coordinate all EMS Courses consistent with Texas Department of State Health Services and National Registry.**
 - (d) **Provide in house certification courses for personnel.**
 - (e) **Review monthly training and protocols.**
 - (f) **Coordinate ACLS, PALS, PEPP, PHTLS and AMLS courses with fire department personnel.**
5. **Confidentiality.** Consultant recognizes and acknowledges that he may have access to certain confidential information of City or of certain corporations or individuals affiliated with City, and that all such information constitutes valuable, special and unique property of City and its affiliates. Consultant agrees that , during the term of this Agreement and for a period of six (6) months after the termination of the same, he will not, without the prior written consent of City, disclose or authorize or permit anyone under his direction to disclose to anyone not properly entitled thereto any of such confidential information.
6. **Assignment.** This Agreement is personal to Consultant and Consultant shall not subcontract or assign the performance of any portion of this Agreement without the prior written consent of the City. Any purported subcontract or agreement not approved shall be governed by the provisions of the Texas General Arbitration Act.

7. **Governing Law and Venue.** This Agreement and any dispute hereunder shall be construed under and in accordance with the law of the State of Texas, and all obligations of the parties hereunder are to be performed in _____ County, Texas.

EXECUTED this _____ day of _____, 2022

_____ City,

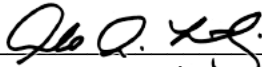
BY: _____

NAME: _____

TITLE: _____

M-5 Texas Enterprises, LLC (Armando A. Martinez)

Consultant

BY:  _____

NAME: **M-5 Texas Enterprises, LLC (Armando A. Martinez)**

TITLE: **Consultant**



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5231
From:		
Subject: Approval to authorize solicitation of bids for the following: 1) Street Sweeper for Public Works Streets Division; 2) 1-Sideload Garbage truck and 1-Frontload Garbage Truck for Solid Waste Division; and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)		
Background: We will request a budget amendment in the mid-year budget presented by finance at a later date. We will be requesting a unit that has more capacity than our current unit. Our current unit is a 2015 Elgin Pelican. Purchase of a new unit will range from \$260,000-\$325,000. The garbage trucks bid will be for 1 commercial and 1 residential truck. With the growth Weslaco is experiencing in the next 5 years we don't want to delay in ordering the truck and we are not able to service our residents in a timely manner. Each truck will be about \$300,000 -\$325,000 depends on the cost of materials increasing.		
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):		
David Arce Pete Garcia ANDREW MUNOZ		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: Garbage Trucks Memo 2022		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: March 1, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: SOLICITATION OF BIDS SWEEPER/GARBAGE TRUCKS

Cc: Andrew Muñoz, Interim City Manager
Vidal Roman, Finance Director

Public Works Department (Streets Division) is requesting that we go out for bid for a new sweeper to be purchased in this year's budget and 2 garbage trucks for solid waste division to be ordered this year but will take 12-18 months to receive.

We will request a budget amendment in the mid-year budget presented by finance at a later date. We will be requesting a unit that has more capacity than our current unit. Our current unit is a 2015 Elgin Pelican. Purchase of a new unit will range from \$260,000-\$325,000.

The garbage trucks bid will be for 1 commercial and 1 residential truck. With the growth Weslaco is experiencing in the next 5 years we don't want to delay in ordering the truck and we are not able to service our residents in a timely manner. Each truck will be about \$300,000 - \$325,000 depends on the cost of materials increasing.

Staff Recommends Approval.



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5238
From:		
Subject: Discussion and consideration to accept the resignation of Patrick Gonzalez from the Weslaco Economic Development Corporation and approve Resolution 2022-20 to appoint a member to the unexpired term ending December 2, 2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Economic Development Corporation.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Resolution 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):		
ADELAIDA VEGA ANDREW MUNOZ		Created/Initiated Final Approval
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: EDC request for appointment of board member, resignation Patrick Gonzalez re WEDC, EDC Board of Directors as of 022222, EDC applicants as of 022822 mv, Board App - Jerry Don Wilson dated 02-07-22, Board App - Ramon Montalvo, III dated 02-09-22, Board App - Hector Solis dated 02-28-22, R2022-20 EDC 1 unexpired term		
Responsibilities upon Approval: Execute, retain and notify appointee.		



THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO

To: Andrew Muñoz, Interim City Manager
From: Steven M. Valdez
Date: February 21, 2022
Re: New EDC Board Member

In light of the recent resignation of EDC Board member Patrick Gonzalez, we are requesting the City to consider appointing another interested candidate to fill Mr. Gonzalez' unexpired term at the next City Commission Meeting, March 1, 2022.

We believe applications of interested candidates have been submitted to the City Secretary's Office and anticipate the City Commission to make their selection from that group.

Thank you for your consideration.

From: Patrick A Gonzalez <pagonzalez@woodmenlife.org>

Sent: Tuesday, February 1, 2022 2:45 PM

To: Steve Valdez; Benita R. Valadez

Subject: Formal Resignation

Weslaco EDC,

I am emailing to unfortunately advise the board of my resignation from the Weslaco EDC. It was a tough decision, but one that needed to be made. Thank you for the opportunity to serve my community.

Regards,

Patrick Gonzalez

ECONOMIC DEVELOPMENT CORPORATION OF WESLACO BOARD OF DIRECTORS

LAST NAME	FIRST NAME	APPOINTED	EXPIRATION	TERM
De la Fuente	Sonia	12/3/2019	12/2/2022	3 year
Perez	Fred	12/3/2019	12/2/2022	3 year
Valadez	Benita	12/2/2018	12/2/2021	3 year
Serrano	Juan Jose	03/05/2019	12/2/2022	3 year
Charlton	Sandra	12/01/2020	12/2/2023	3 year
*Gonzalez	Patrick	02/18/2020	12/2/2023	3 year
Gonzalez	Jerry	12/01/2020	12/2/2023	3 year

As of 012222 mv

*Patrick Gonzalez submitted a letter of resignation on February 01, 2022 via email.

WESLACO EDC APPLICANTS

FIRST NAME	LAST NAME	APPLICATION DATE
Jerry Don	Wilson	02/07/2022
Ramon	Montalvo III	02/09/2022
Hector	Solis	02/28/2022

Updated as of 022822 mv



Application for Service

City of Weslaco Boards and Committees

Name of Applicant: Jerry Don Wilson Email Address: jdWilson159@yahoo.com

Phone Number: 956-373-7065 (H) Alternate Phone Number: 956-968-7088 (H)

Home Address: 1007 Bella Vista St City: Weslaco Inside City limits: ☒ Yes ☐ No

How many years have you lived at this residence? 11 yrs

Mailing Address, if different from home address: Same

What committee/board do you wish to serve on:

Economic Development Board of Weslaco (EDC)

Why do you want to be appointed to this board(s)? We need more Business to move into the area. We need to grow and be a mega force in the Rio Grande Valley. We have the hiring tools (people) we just need to sell our Brand Weslaco Texas.

What value do you believe you will be bringing to the board(s)?

I have past experience from AEP Texas (Retired) and worked and served on the Rio Grande EDB from 2001-2007

What civic involvement and Business Experience applicable to the position(s) to which you are applying: Involved in several civic clubs ~ Lions, Rotary, in several cities Chamber of Commerce

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 _____

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

FEB 07 2022

BY: at

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: Jerry Don Wilson Date: 2-8-2022

RETURN TO: Office of the City Secretary: tel 956.968.3181. fax 956.968.6717 email: nacantu@weslacotx.gov.

Application will be kept on file until the end of the fiscal year. (Sept 30)



Application for Service

City of Weslaco Boards and Committees

Name of Applicant: Ramon Montalvo Email Address: RAMON@Montalvoinsurance.com

Phone Number: (956) 472-6021 Alternate Phone Number: (956) 968-5521

Home Address: 3205 Fern Dr. City: Weslaco Inside City limits: ☒ Yes ☐ No

How many years have you lived at this residence? 1 year - But have lived elsewhere for 40 years in Westlaco area

Mailing Address, if different from home address: P.O. Box 2
Weslaco, TX 78592

What committee/board do you wish to serve on:

Economic Development Corporation

Why do you want to be appointed to this board(s)? Feel that I can use my business experience in guiding the EDC in future endeavors

What value do you believe you will be bringing to the board(s)? Have over 43 years of being in business and have served on many boards including Weslaco Development Committee, President of Hospital, Chamber, School Board, etc

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

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 N/A

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

If so, which board and when Mid Valley Airport - Current
Weslaco Development Committee - past

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

If so, which office and when? School Board - W167

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

FEB 08 2022

BY: CSD-AV

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: [Signature] Date: 2/8/22

* Would like to step down from Airport Board if selected for EDC position

RETURN TO: Office of the City Secretary: tel 956.968.3181. fax 956.968.6717 email: nacantu@weslacotx.gov.
Application will be kept on file until the end of the fiscal year. (Sept.30).

3205 Fern Drive
Weslaco, Texas 78596

Phone (956)968-5521
Fax (956)969-9198
E-mail
ramon@montalvoinsurance.com

Ramon Montalvo, III, C.I.C.

Educational Background

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

Employment

- President and majority owner of Montalvo Insurance Agency, Inc., Weslaco, Texas completing over 40 years in this position.

Professional Affiliations

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

Professional/ Community Organizations Involvement

Current:

- Past Chairman and Member of Knapp Community Care Foundation
- Commissioner-Hidalgo County Emergency Services District #1
- Governing Committee-TAIPA
- Treasurer of Knights of Columbus-San Martin De Porres Church
- Advisory Board-Weslaco Airport
- Board Member-Freedom Bank

Past:

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

**Meritorious
Awards And
Other
Recognitions**

- Member of Diversity Task Force-Independent Agents of America
- SBA Business of the Year (2011)
- Recipient of Five Outstanding Young Texas Award (1987)
- Weslaco Chamber Man of the Year (1986)
- Notable Hispanic of the Valley Award (1996)
- Weslaco Outstanding Citizen for (1999)
- Weslaco Chamber Business of the Year for (2012)
- Weslaco Chamber Lifetime Achievement Award (2020)

**Special Skills
And Areas of
Interest**

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

Name of Applicant: Hector Solis Email Address: GGfreightLLC@gmail.com

Phone Number: (956) 678-0045 Alternate Phone Number: _____

Home Address: 6413 N. Mile 4 1/2 W City: Weslaco Inside City limits: ☐ Yes ☒ No

How many years have you lived at this residence? 1 Year

Mailing Address, if different from home address: _____

What committee/board do you wish to serve on:

EDC

Why do you want to be appointed to this board(s)? I believe Weslaco has been left behind to what it should be in the Valley

What value do you believe you will be bringing to the board(s)? _____

A business point of view

What civic involvement and Business Experience applicable to the position(s) to which you are applying: I have no civic involvement but have a trucking business in Weslaco from 1990 to 2010

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 _____

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

FEB 28 2022

BY: QSD-AV

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: [Signature] Date: 2-10-22

RESOLUTION NO. 2022-20

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO AN UNEXPIRED TERM TO THE BOARD OF
DIRECTORS OF THE ECONOMIC DEVELOPMENT
CORPORATION OF WESLACO**

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

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

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

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

NAME

TERM ENDING

12/03/2023

PASSED AND APPROVED on this 1st day of March 2022.

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: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5223	
From:			
Subject: Discussion and consideration after public hearing on behalf of Oscar Zarate on Ordinance 2022-08 to rezone 1719 W Business 83. Also being 7.092 acres out of Farm Tract 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-08. Possible action. (This item was tabled February 15, 2022; 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 Twelve (12) property owners within 200 feet of the applicant's property were notified by letter on January 21, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on January 17, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of February 2, 2022			
ADELAIDA VEGA REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any: Rezone-1719 W Business 83- Memo, 1719 W Business 83- Attachments, 1719 W Business 83- Aerial, O2022-08 1719 W Business 83- Ordinance			

Responsibilities upon Approval:

Staff will advise the applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 1719 W Business 83

DATE: February 21, 2022

The property owner is proposing an apartment & duplex subdivision and will also include the seven- 7 acres tract immediately south of this site. The developer also intended to sale the front portion of the lot along Business 83 as a commercial pad site. The 2040 Land Use Map has identified this area as a future commercial lot however, the proposed use will conform to the surrounding neighborhood. One petition was received against this item, from Jose Medina, 1725 W Business 83 citing concerns over drainage problems within the area during the 2018 and 2019 storms.

The Planning & Zoning Commission recommended approval based on the existing surrounding land use.

As the request of the City Commission, Jeremy Anciso, Construction Inspector inspected the three (3) storm drains along Business Highway 83 and Walgreens heading west. After inspection it was noted that in two (2) of the drain did not have any water in them, and the drain furthest to the West in front of the gas station had approximately 4 to 5" of flowing water. Mr. Anciso did state that all three (3) boxes had accumulated quite of bit of debris and dirt which was restricting but not fully preventing the flow of water and would need maintenance.

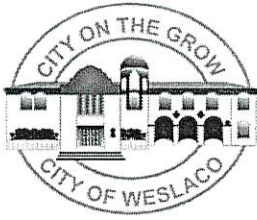
Contact was made with Martin Rodriguez of the TxDOT Elsa office, he was informed of the conditions of the three-storm drainage. He stated that he would be creating a work order and having an inspector go out there to take care of the issue.

Thank you,

Rebekah de la Fuente, CFM



"The City on the Grow"



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. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 7.092 Acres of Land Out of Farm Tract 633 Block _____

Subdivision Name The West And Adams Tract Subdivision

Street Address 1719 W Business 83, Weslaco, TX 78596

Existing Zoning _____ Existing Land Use Raw Land

Proposed Zoning Multi-Family/Commercial Proposed Land Use Multi-Family/Commercial

_____ \$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 Oscar Zarate Phone 956-561-9587

Address 1992 Date Palm Drive Fax: _____

City Mercedes State TX Zip Code 78570 E-Mail: Oscar@zaratehomedesigns.com

OWNER

Name E & O Ventures, FLP Phone 956-345-5917

Address 807 S. KANSAS Fax: _____

City WESLACO State TX Zip Code 78596 E-Mail: NEIGHBORSL@AOL.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 Erasmo Alvarez Date 01-04-2022

Signature OH Date 01/04/2022
Owner
Applicant

Signature _____ Date _____
Authorized Agent

City of Weslaco

"The City on the Grow"



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

Andrew Muñoz, Interim City Manager

PLANNING DEPARTMENT

January 21, 20212

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 2, 2022, at 5:30pm and the City Commission will also hold a public hearing on February 15, 2022, at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue

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 February 2, 2022. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

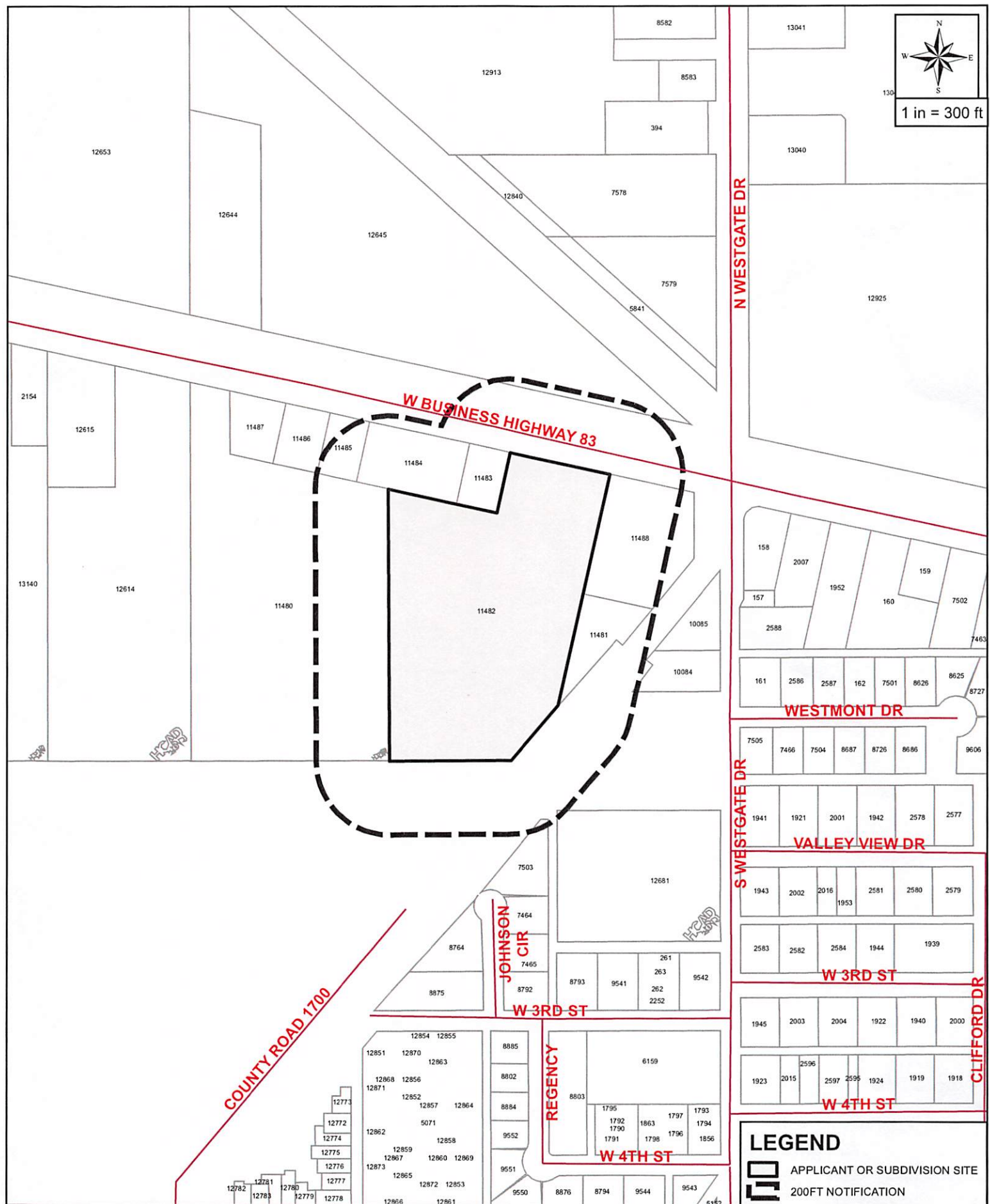
Oscar Zarate is requesting to rezone 1719 W Business 83. Also being 7.092 acres out of Farm Tract 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District.

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

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

Sincerely,

Rebekah de la Fuente, CFM
Planning Director



1719 W BUSINESS 83, WESLACO, TX, 78596, USA

JAN 21, 2022

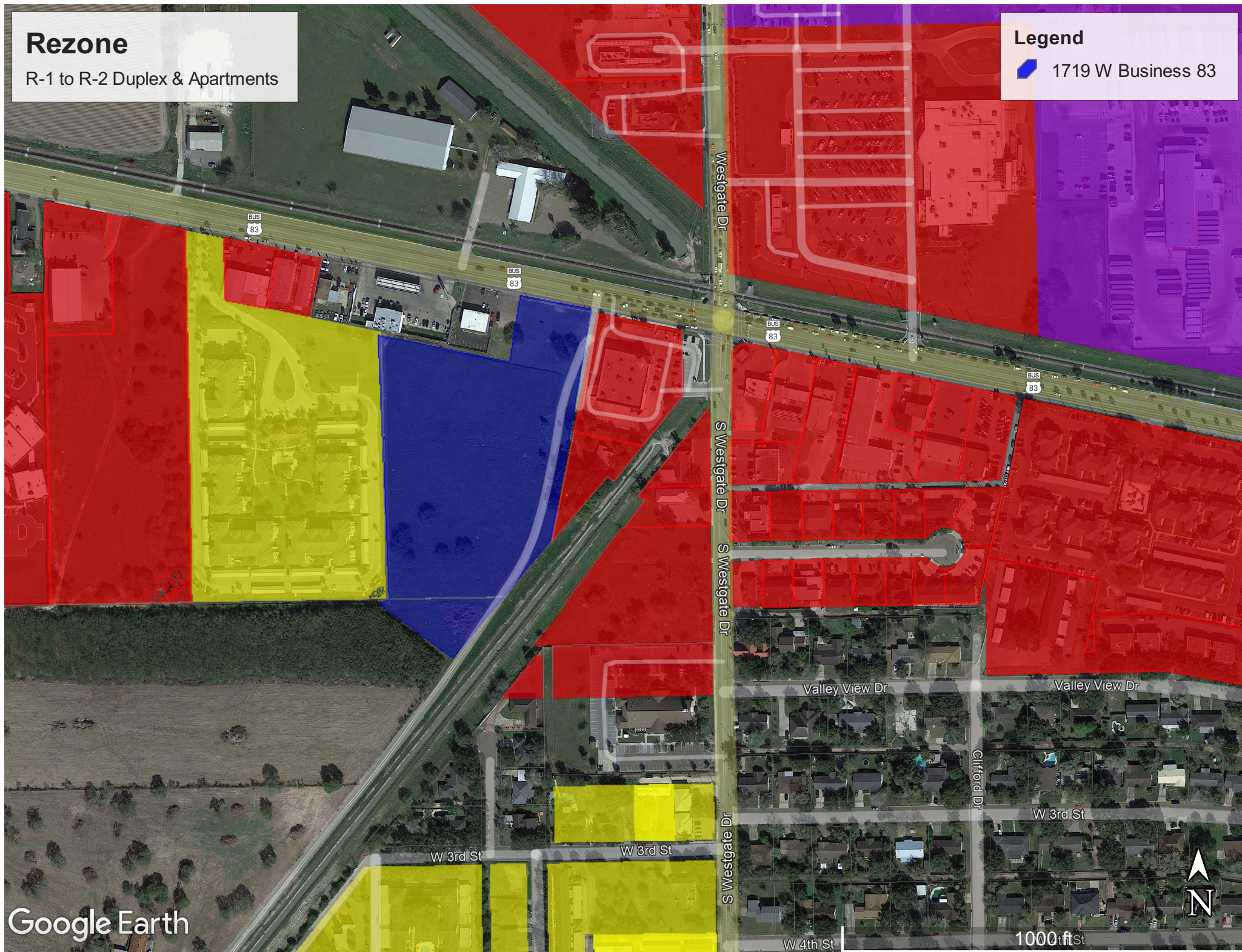
RAMOS YOLANDA LETICIA CANALES ROBERT 201 JOHNSON CIR WESLACO TX 78596	C5700-00-002-0009-00 CLIFFORD LOT 9 BLK 2 201 JOHNSON CIR	L: 30987 B: 106079
GALVAN REVIVAL CHURCH 2731 IRWIN DR SAN ANTONIO TX 78222	W3800-00-150-0000-00 WEST TRACT BLK FT 150 E9.79-11.79 AC 0 US BUS 83	L: 342650 B: 411601
HT GONG REAL ESTATE INVESTMENT 570 EL CAMINO REAL 150-429 REDWOOD CA 94063	W3800-00-633-0000-00 WEST TRACT BNG AN IRR TR 1.41 AC 1705 W EXPRWY 83	L: 552771 B: 1039517
E & O VENTURES FAMILY LP 807 S KANSAS AVE WESLACO TX 78596	W3800-00-633-0000-02 WEST TRACT AN IRR TR 33 7.11AC 1821 W BUS HWY 83	L: 391050 B: 0
VARGAS JUAN & ALICIA 197 LAS PALMAS DR MERCEDES TX 78570	W3800-00-633-0000-03 WEST TRACT 0.34AC 1729 W BUS HWY 83	L: 88860 B: 71283
CASTILLO JOHN L 1813 W BUS 83 WESLACO TX 78596	W3800-00-633-0000-05 WEST TRACT E100'-W450.81'-N150' FT 633 0 US HWY 83	L: 88860 B: 11140
CASTELLANOS JORGE & ANGEL 1604 RICARDO ST WESLACO TX 78599	W3800-00-633-0000-06 WEST TRACT 0.38AC FT 633 1901 W BUS HWY 83	L: 99318 B: 143718
MDC COAST 9 LLC ATTN PM #5987 3200 HACKBERRY RD IRVING TX 75063	W3800-00-633-0000-07 WEST TRACT 0 US HWY 83	L: 213533 B: 215300
MEDINA JUAN & JUANA R PO BOX 433 WESLACO TX 78599	W3800-00-633-0000-08 WEST TRACT S0.50 AC -NE 2AC FT 633 1725 W BUS HWY 83	L: 54450 B: 35368
CARRILLO GABRIEL PO BOX 598 WESLACO TX 78599	W3800-00-634-0000-02 WEST TRACT 0.48AC IRR T 634 197 S WESTGATE DR	L: 150545 B: 161835
WESLACO HILLS APARTMENTS LP 9907 MOORBERRY LN HOUSTON TX 77080	W2246-00-001-0001-00 WESLACO HILLS LOT 1 BLK 1 2101 W BUS HWY 83	L: 727452 B: 2616935
CHURCH OF JESUS CHRIST 50 E NORTH TEMPLE FL 22 SALT LAKE CITY UT 84150	C5700-00-00E-0000-00 CLIFFORD LOT E	L: 392040 B: 602082

Rezone

R-1 to R-2 Duplex & Apartments

Legend

 1719 W Business 83



ORDINANCE NO. 2022-08

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 1719 W BUSINESS 83. ALSO BEING 7.092 ACRES OUT OF FARM TRACT 633, WEST AND ADAMS TRACT SUBDIVISION, WESLACO HIDALGO COUNTY, 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: To rezone from an R-1 One Family Dwelling District to R-2 Duplex and Apartment District located at 1719 W Business 83. Also being 7.092 acres out of Farm Tract 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 1st day of March 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this _____ day of _____ 2022.

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: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5224	
From:			
Subject: Discussion and consideration to approve an Interlocal Agreement between the City of Weslaco and the City of Mercedes regarding the housing of prisoners in the City of Weslaco's municipal jail and authorize the Mayor to execute any related documents. Possible action. (There was no action on February 15, 2022; staffed by Police Department.)			
Background: WHEREAS the City of Weslaco, Texas (hereinafter referred to as Weslaco) and the City of Mercedes, Texas (hereinafter referred to as Mercedes) seek to enter into an Interlocal Agreement to provide for the housing of Mercedes male and female prisoners, in Weslaco's municipal jail.			
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: Annual renewal			
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):			
ADELAIDA VEGA ROBERT LOPEZ Joel Rivera ANDREW MUNOZ		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Interlocal Mercedes-Weslaco re temporary housing of prisoners reviewed by CA 02.25.22			
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, 2022, and ending at midnight on January 1, 2023, 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 on a twenty-four-hour cycle.** The day the prisoner is "booked in" will be counted and charged as one day. The succeeding days charges will begin after the prisoner has been confined for twenty-four (24) hours. 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 forty-eight (48) hour period per prisoner. Within the 48-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, lawsuits, 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:
255 S. Kansas Ave.
Weslaco, Texas 78596

City of Weslaco Attn: City Manager

If to City of Mercedes:
400 S. Ohio Ave.
Mercedes, Texas 78570

City of Mercedes Attn: City Manager

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 here from, 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
2022.

City of Weslaco, Texas

David Suarez, Mayor

Date

ATTEST:

Norma A. Cantu, City Secretary

Date

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

Date

City of Mercedes, Texas

Oscar D. Montoya, Sr., Mayor

Date

ATTEST:

Joycelyn Castillo, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date



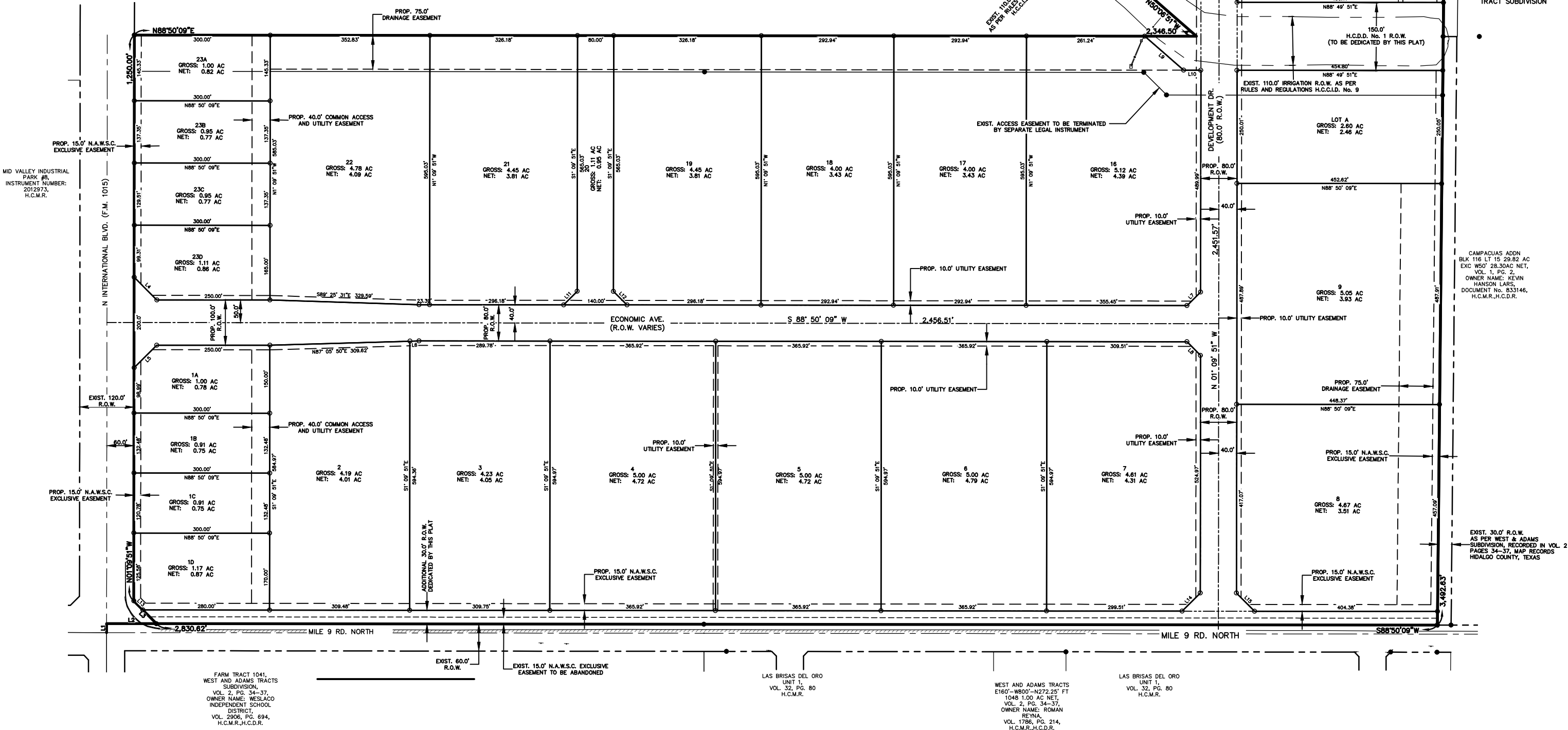
Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5207	
From:			
Subject: Discussion and consideration after public hearing on the Adoption and Designation of the Mid Valley International Industrial Park as Weslaco Reinvestment Zone No. 2 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim 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):			
ADELAIDA VEGA ANDREW MUNOZ		Created/Initiated Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Buildable Lot Exhibit for Owner			
Responsibilities upon Approval:			

MID-VALLEY INTERNATIONAL
INDUSTRIAL PARK
SUBDIVISION
(BUILDABLE LOT AREA INFORMATION)

BEING A 30 - LOT SUBDIVISION (INCLUDING ONE OUTLOT) CONTAINING 146.09 ACRES (6,363,662.99 SQ.FT.)
GROSS, TRACT OF LAND OUT OF FARM TRACT 1056, FARM TRACT 1057, AND FARM TRACT 1058, WEST AND
ADAMS TRACTS SUBDIVISION, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF
RECORDED IN VOLUME 2, PAGE 34 - 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING MORE
PARTICULARLY DESCRIBED BY METES AND BOUNDS ON SHEET 1 OF THIS PLAT.

WEST AND ADAMS TRACTS
34.68AC-39.31AC FT
1055.
VOL. 2, PG. 34-37,
OWNER NAME: RAUL
PEREZ AND RAQUEL
PEREZ,
DOCUMENT No. 2250128
H.C.M.R.,H.C.D.R.



MINIMUM SETBACK FOR ZONE B-2 ARE AS FOLLOWS:
(EXCEPT WHERE EASEMENT APPLIES)
FRONT..... 20 FEET
REAR..... 10 FEET
SIDES..... 5 FEET
CORNER LOT SIDE..... 10 FEET

MINIMUM SETBACK FOR ZONE I ARE AS FOLLOWS:
(EXCEPT WHERE GREATER EASEMENT APPLIES)
FRONT..... 20 FEET
REAR..... 10 FEET
SIDES..... 5 FEET
CORNER LOT SIDE..... 10 FEET

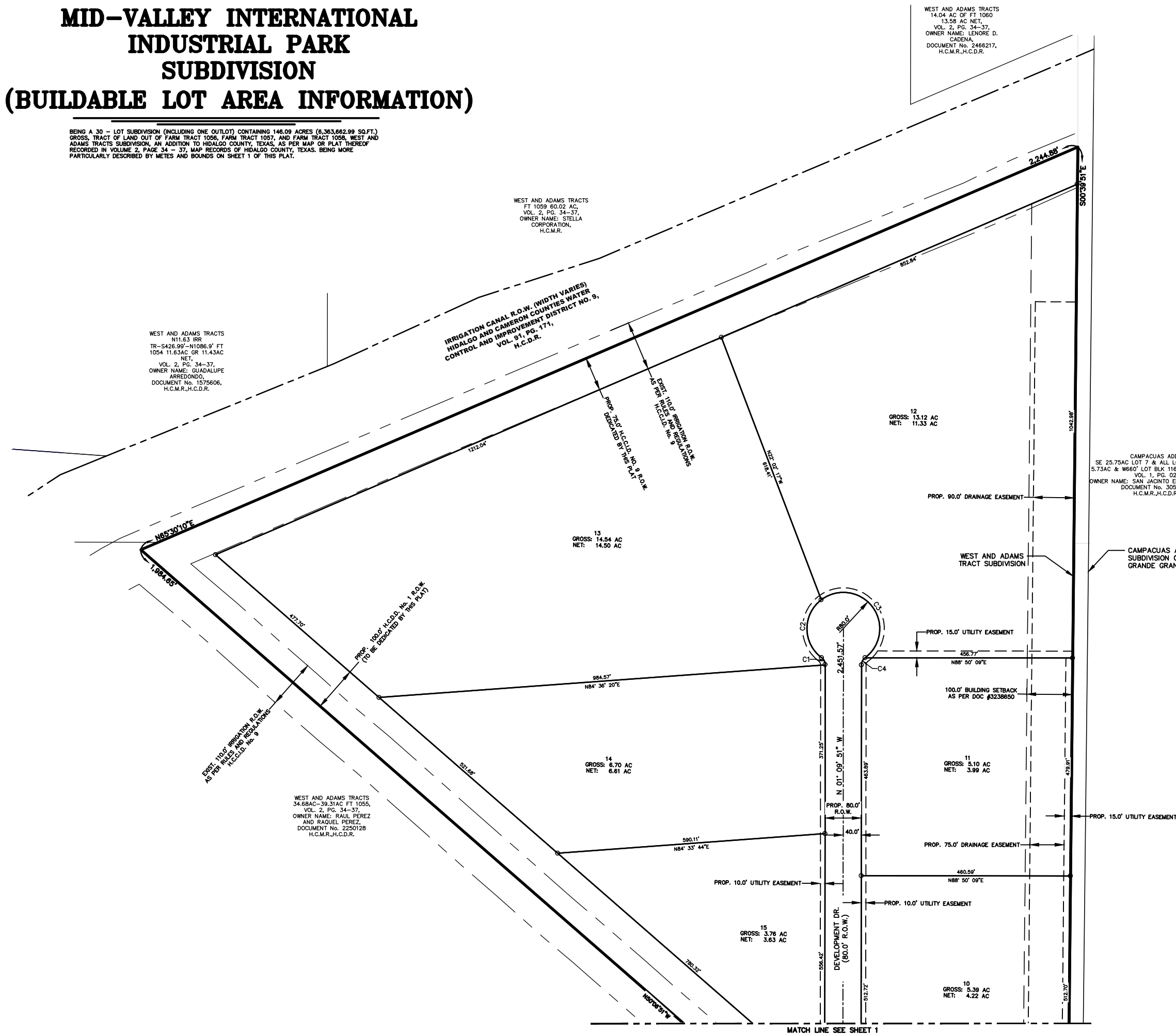
DATE OF PREPARATION: NOVEMBER 2021

SHEET 1 OF 2
REGISTRATION # F-10802

SAMES SAM Engineering & Surveying
200 S. 10th St, Ste. 1500 TEL: (956) 702-8880
McAllen, TEXAS 78501 FAX: (956) 702-8883

MID-VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION (BUILDABLE LOT AREA INFORMATION)

BEING A 30 - LOT SUBDIVISION (INCLUDING ONE OUTLOT) CONTAINING 146.09 ACRES (6,363,662.99 SQ.FT.) GROSS, TRACT OF LAND OUT OF FARM TRACT 1056, FARM TRACT 1057, AND FARM TRACT 1058, WEST AND ADAMS TRACTS SUBDIVISION, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34 - 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON SHEET 1 OF THIS PLAT.



DATE OF PREPARATION: NOVEMBER 2021

SHEET 2 OF 2
REGISTRATION # F-10802

SAMES SAM Engineering & Surveying
200 S. 10th St., Ste. 1500 TEL. (956) 702-8880
McAllen, TEXAS 78501 FAX: (956) 702-8883



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5202	
From:			
Subject: Discussion and consideration on a joint workshop between Weslaco Economic Development Corporation and the City on April 9, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim 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):			
NORMA CANTU ANDREW MUNOZ		Created/Initiated Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5229
From:		
Subject: Discussion and consideration to authorize staff to solicit Statement of Qualifications for General Engineering Services for Planning, Environmental, Engineering Design, Architectural Design, Traffic Impact Studies, and Construction Administration phases for various city-wide projects and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)		
Background: Staff is requesting to solicit Statement of Qualifications for General Engineering Services for Planning, Environmental, Engineering Design, Architectural Design, Traffic Impact Studies, and Construction Administration phases for various city-wide projects.		
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):		
ADELAIDA VEGA ANDREW MUNOZ		Created/Initiated Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5196
From:		
Subject: Discussion and consideration to authorize staff to solicit Statement of Qualifications for General Engineering Contract for Planning, Environmental, Engineering Design, Architectural Design, and Construction Administration phases for the Weslaco Mid Valley Airport and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)		
Background: Staff is requesting to solicit SOQ's for a General Engineering Services Contract for the Weslaco Mid Valley Airport. The intent is to have a firm under contract to perform engineering services with negotiated pricing under a Master Fee Agreement. Based on the project and the estimated costs threshold, staff will take project proposals for Commission approval. Examples of projects include: planning, environmental studies, design, development, and construction of projects.		
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 ANDREW MUNOZ		Created/Initiated Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any:		
Responsibilities upon Approval: Solicit SOQ's.		



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5225	
From:			
Subject: Discussion and consideration to ratify Contingency Allowance Expenditure Authorization No. 1 as approved by the Interim City Manager to provide raceway & pullwire with 12" trench at the New Police Department with Municipal Court for an amount not to exceed \$14,479 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: The contractor found that conduits for telephone/communications/IT (RFI 02) were not indicated in construction plans connecting Police Department Building A with Evidence Building B . This work remedies this omission. The ITS (Information Technology Service) scope of work was an owner provided coordination and not included in the Architect's scope of work. The cost of this work will be applied to the City's Contingency Allowance with no change to the contract.			
Original Owner's Contingency Sum		\$ 250,000	
Allowance Expenditures Prior to this Authorization		\$ 0	
Allowance Balance Prior to this Authorization		\$ 250,000	
Allowance Sum will be decreased by this Authorization		\$ 14,479	
New Owner's Contingency Balance		\$235,521	
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):			
OMAR RODRIGUEZ		Created/Initiated	
OMAR RODRIGUEZ		Approved	
ANDREW MUNOZ		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo AEA 01 Raceway Pullwire 12in Trench, AEA 01 - CP 01R Raceway Pullwire			

12in. trench, RFI 002 Electrical Items Communication Raceways, Email RE RFI 002
ERO response on omission

Responsibilities upon Approval:

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

DATE: February 22, 2022

TO: MAYOR & COMMISSION

FROM: OMAR RODRIGUEZ, PARKS DIRECTOR

CC: ANDREW MUNOZ, INTERIM CITY MANAGER

RE: AEA 01 – CP O1R RACEWAY PULLWIRE 12IN TRENCH

The contractor found that conduits for telephone/communications/IT (RFI 02) were not indicated in construction plans connecting Police Department Building A with Evidence Building B. This work remedies this omission. The ITS (Information Technology Service) scope of work was an owner provided coordination and not included in the Architect's scope of work.

This work has been authorized by the Interim City Manager and completed by the contractor. This item is presented to ratify his action and authorize the Mayor to execute Contingency Allowance Expenditure Authorization No. 01 in the amount of \$14,479. The cost of this work will be applied to the City's Contingency Allowance with no change to the contract.

Original Owner's Contingency Sum	\$ 250,000
Allowance Expenditures Prior to this Authorization	\$ 0
Allowance Balance Prior to this Authorization	\$ 250,000
Allowance Sum will be decreased by this Authorization	\$ 14,479
New Owner's Contingency Balance	\$ 235,521

Staff recommends approval.



DRAFT

P.O. Box 720428
McAllen, Texas 78504
Phone: 956.661.0400

Contingency Allowance Expenditure Authorization

Project: City of Weslaco New Police Department with Municipal and
Judicial Court

Authorization No. 01

ERO Project No.: 19087.01

Date: 02/17/22

To : Gerlach Builders, LLC dba Wil-Con
918 Big Horn Drive
Edinburg, Texas 78504

Attention: Shawn Gerlach, President

You are authorized to perform the following items(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the contract amount.

Description of Work:

Allowance Expenditure issued for work indicated below as submitted by Gerlach Builders, LLC for the New City of Weslaco Police Station:

Change Proposal No. 001: Provide Raceway and Pullwire with proposed 12" trench as indicated on attached proposal from Gerlach.	\$14,479.00
AEA 01 will decrease Owner's Contingency	\$14,479.00

Original Owner's Contingency Sum	\$250,000.00
Allowance Expenditures Prior to this Authorization	\$0.00
Allowance Balance Prior to this Authorization	\$250,000.00
Allowance Sum will be decreased by this Authorization	\$14,479.00
New Owner's Contingency Balance	\$235,521.00

This Allowance Expenditure represents adjustments to the Allowance Balance as noted above and described herein.

Accepted and agreed to by:

Gerlach Builders, LLC

Signature

Date

ERO Architects, L.L.P

Signature

Date

Accepted and agreed to on behalf on City of Weslaco:

City of Weslaco

Signature

Date

Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

1083-City of Weslaco PSB Police Station with MunProject # 1083
300 S. Bridge Ave
Weslaco, Texas 78596

Tel: (956) 781-9781 Fax: (956) 290-8359

Gerlach Builders, LLC dba WIL-CON

Change Order Request: 001R

Date: 12/29/2021

To: ERO Architects

From: Airika Stevens
Gerlach Builders, LLC dba WIL-CON
PO Box 4352
McAllen, TX 78502

Description	Category	Status
ASI-1- Raceway & Pullwire	Direct Cost	Pending

Reference	Required By	Days Req	Amt Req
	1/5/2022	15	14,479.00

Notes

Proposed 12" Trench

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
003R	2/15/2022		14,479.00	15	Change Order	Direct Costs
		ASI-1- Raceway & Pullwire	Proposed 12" Trench			

Item No	Item Description	Amt Prop	Reference
001	ASI-1- Raceway & Pullwire	14,479.00	

Approved By:

Signature

Name



ANDREW MUNOZ

Date

2-16-22



604 PALMVIEW DR.
PALMVIEW, TX 78574
P: (956) 581-8899

February 15, 2021

CO Request 3

Job: Weslaco Police Station
Re: Blue line layout

We propose to furnish and install all labor, material, services and equipment necessary for completion. Proposal is as per layout provided with the blue line showing the line going in and out of the idf and mdf rooms and routed outside of the building area.

NOTE:

Excludes the following:

- > Cutting, Patching, or Painting of Drywall, if Damaged.
- > Ceiling Tiles, Ceiling Grid, if Damaged.
- > Cutting, patching or painting of concrete

NOTE: 4 additional days requested to complete scope of work.

Work will be done during regular business hours, quote valid for 30 days after date listed above.

TOTAL: \$ 14,479.00

Should you have any questions, please feel free to call me at (956) 581-8899.

Sincerely,

Juan Ortiz / Carla Garcia

A handwritten signature in black ink, consisting of a series of loops and a long, sweeping horizontal stroke that extends to the right.

Accepted By: _____ Date: _____

JOB: Weslaco Police Station

RE: Blue line layout

DATE: 2/15/2021

CO Req. 3

DESCRIPTION OF WORK:

ITEM	QTY		RATE	TOTAL	TAX
MATERIAL:					
	400	3" pvc pipe	17.94	\$ 7,176.23	NON
	8	3" pvc 90	19.33	\$ 154.66	NON
	30	3" pvc coup	0.32	\$ 9.69	NON
	400	jet line	0.05	\$ 20.25	NON
	1		-	\$ -	NON
	1		-	\$ -	NON
	1		-	\$ -	NON
	1		-	\$ -	NON
	1		-	\$ -	NON
	1		-	\$ -	NON
	1		-	\$ -	NON
	1		-	\$ -	NON
	1		-	\$ -	NON
	1		-	\$ -	NON
	1		-	\$ -	NON
		MATERIAL SUBTOTAL		\$ 7,360.83	
OTHER:					
	1	Equipment - Backhoe		\$ 1,200.00	TAX
	1	Equipment - Tamper		\$ 750.00	TAX
	400	Trench & Backfill-	5.00	\$ 2,000.00	NON
			-	\$ -	NON
		OTHER SUBTOTAL		\$ 3,950.00	
LABOR:					
	32	Service Crew	50.00	\$ 1,600.00	NON
		LABOR SUBTOTAL		\$ 1,600.00	

Tax is for Equipment ONLY rentals are not
tax exempt

SUBTOTAL	\$ 12,910.83	
TAX	160.88	8.25%
SUBTOTAL	\$ 13,071.71	
MARKUP	1,307.17	10%
ADMIN FEE	\$ 100.00	
BOND FEE		
TOTAL	\$ 14,478.88	



AIA[®] Document G710[™] – 2017

Architect's Supplemental Instructions

PROJECT: *(name and address)*
City of Weslaco New Police Department
with Municipal and Judicial Court
300 S. Bridge Ave.
Weslaco, Texas 78596

CONTRACT INFORMATION:
Contract For: General Construction

Date: September 29, 2021

ASI INFORMATION:
ASI Number: 001

Date: December 14, 2021

OWNER: *(name and address)*
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

ARCHITECT: *(name and address)*
ERO Architects
P.O. Box 720428
McAllen, Texas 78504

CONTRACTOR: *(name and address)*
Gerlach Builders, LLC dba Wil-Con
918 Big Horn Drive
Edinburg, Texas 78504

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ASI 001: Provide 4" and 3" raceway with pullwire and 24"x36"x24" polymer concrete pull box with cover at no additional cost to the Owner. Coordinate with Owner's IT department and utility provider as indicated on EL001 electrical general notes - electrical site plan notes and electrical coordination notes.

Attachments: ES102

ISSUED BY THE ARCHITECT:

ERO Architects

ARCHITECT *(Firm name)*

SIGNATURE

Juan Cantu, AIA, Assoc. Principal

PRINTED NAME AND TITLE

December 14, 2021

DATE

09/20/2021 4:57:52 PM
BW 360/17/0887 - Weslaco Public Safety Building/429504.001 - MEP - WESLACO POLICE STATION/1/1



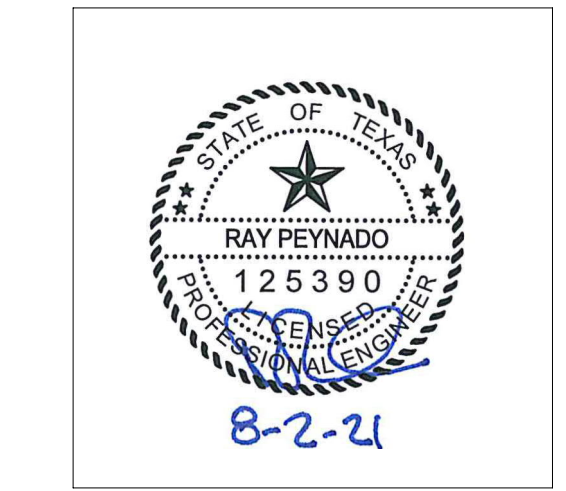
GENERAL NOTES :

A. REFER TO SHEET EL001 FOR GENERAL NOTES.

KEY NOTES : ①

- CONTRACTOR SHALL FURNISH AND INSTALL THE MOTORIZED GATE OPERATOR AT THE APPROXIMATE LOCATION, REFER TO ARCHITECTURAL PLANS FOR EXACT PLACEMENT. BASIS OF DESIGN: LIFTMASTER CSL24UL OR APPROVED EQUAL. GATE OPERATOR SHALL BE POWERED WITH 120VAC/1PH, 240.0. WIRING IN PVC SCH-40 3/4". CONTRACTOR SHALL COORDINATE WITH MANUFACTURER FOR ADDITIONAL GATE OPERATOR REQUIREMENTS, PRIOR TO INSTALLATION.
- PROVIDE KNOX KEY SWITCH FOR GATE ACCESS ON KEYPAD. CONTRACTOR SHALL PROVIDE A FULLY FUNCTIONAL SYSTEM.
- CONTRACTOR SHALL PROVIDE BACKBOXES AND (2) 3/4" SPARE CONDUITS FOR FUTURE CAMERAS ON LIGHT POLES. COORDINATE WITH OWNER FOR EXACT LOCATIONS. COORDINATE WITH LIGHT POLE MANUFACTURER FOR ADDITIONAL POLE MOUNTING REQUIREMENTS.

- PROVIDE (1) 4" RACEWAY WITH PULLWIRE.
- PROVIDE (1) 3" RACEWAY WITH PULLWIRE.
6. 24" X 36" X 24" POLYMER CONCRETE PULL BOX AND COVER WITH "COMMUNICATIONS" LOGO BY OTHERS.
- COORDINATE WITH UTILITY PROVIDER FOR EXACT LOCATION OF TERMINATION POINTS.
- COORDINATE WITH OWNER I.T. FOR EXACT STUB-UP LOCATION(S) IN MDF/IDF ROOM.



CITY OF WESLACO POLICE STATION

CITY OF WESLACO
302 S. BRIDGE AVE. WESLACO, TX 78596

No.	Date	Description
PROJECT NO:	42906.001	
ISSUE DATE:	08.02.21	
DRAWN BY:	GC	
CHECKED BY:	RP	
SHEET NAME		
ELECTRICAL SITE POWER PLAN		
Sheet Number		
ES102		
Project Status:		
100% CONSTRUCTION DOCUMENTS		



5000 West Military, Ste 100
McAllen, Texas 78503
(956) 664-0286
Fax (956) 664-0282

REQUEST FOR INFORMATION

To: Monica Rodriguez ERO Architects **Date:** 10-26-2021

From: Luis de la Garza **AVO:** 42606.001 **RFI No.:** 002

Email: ldelagarza@halff.com **Project:** City of Weslaco Fire Station

Subject: City of Weslaco - RFI 002 – Electrical Items

☐ Letter Dated: _____
☐ Phone Call Dated: _____

☒ E-Mail Dated: 11-02-2021
☐ Fax Dated: _____

This confirms and records a request for information. Unless notified in writing within three days of date noted above, it is agreed that a response generated from the request shall be provided to this office within five days.

REQUEST:

1. On sheet ES 102 it does not show any Telephone conduit from the property line going into the MDF room, or into the evidence storage IDF room.
2. On sheet EP 106 the Evidence Storage building show cameras, intercom, access control, data. Does not show any conduits connecting from building A,B to the evidence storage,
3. On sheet EP 601 it shows a 112KVA Transformer TLS on the one line diagram, it does not show the size of conduits and size of wire on the primary and secondary of the transformer. Or in the feeder schedule for 3T112YP and 3T112YS.

ANSWER:

1. Contractor is responsible in coordinating telecom services with provider and owner. Provide proposed and required raceway in an RFI for stakeholder and consultant review. Refer to notes on drawing EL001.
2. Contractor is responsible in coordinating Division 27 and 28 requirements with owner. Provide required wiring pathways as noted on drawing EL001 Division 27 and 28 provided by others.
3. Refer to attached document for conduit and wire size for primary and secondary of the 112KVA transformer.



5000 West Military, Ste 100
McAllen, Texas 78503
(956) 664-0286
Fax (956) 664-0282

ELECTRICAL SITE PLAN NOTES	
A.	ELECTRICAL CONTRACTOR SHALL CONTACT UTILITY COMPANY SERVICE REPRESENTATIVE AND COORDINATE SERVICE INSTALLATION PRIOR TO COMMENCING WORK.
B.	ELECTRICAL CONTRACTOR SHALL INCLUDE IN HIS BID TO OWNER ALL FEES AND CONSTRUCTION COSTS CHARGED BY UTILITY COMPANY FOR MAIN LINE EXTENSIONS AND NEW SERVICE INSTALLATION IN ADDITION TO TRENCHING, SAW CUTTING, AND PATCHING.
C.	ELECTRICAL CONTRACTOR SHALL COORDINATE SERVICE ENTRANCE REQUIREMENTS FOR TELEPHONE WITH LOCAL TELEPHONE SERVICE COMPANY PRIOR TO COMMENCING WORK.
D.	ELECTRICAL CONTRACTOR SHALL INSTALL ALL UNDERGROUND CONDUIT, CONDUCTORS, AND CABLE AS SPECIFIED IN PROJECT MANUAL.
E.	INFORMATION ON THIS SHEET HAS BEEN TAKEN FROM RECORD DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS BEFORE COMMENCING WORK AND REPORT ANY AND ALL DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THESE PLANS TO THE ENGINEER/ARCHITECT IMMEDIATELY.

ELECTRICAL COORDINATION NOTES	
A.	ELECTRICAL CONTRACTOR SHALL PROVIDE ALL ROUGH-INS, CONDUITS, PATHWAYS SUPPORTS FOR THE DIVISIONS 27 AND 28. REFER TO DIVISION 27 AND 28 PLANS AND SPECIFICATIONS.
B.	THE CONTRACTOR SHALL FULLY REVIEW ALL CABLE TRAY, FIRE ALARM, SECURITY AND TELECOMMUNICATIONS PLANS TO IDENTIFY ALL RESPONSIBILITIES AND SCOPE OF WORK.

Answered By: Luis de la Garza

Copies: ☐ File ☐ Owner ☒ Arch ☐ Other:

Attachments: Original RFI

Request for Information 002

Detailed, RFIs Grouped by RFI Number

1083-City of Weslaco PSB Police Station with MunProject # 1083

300 S. Bridge Ave
Weslaco, Texas 78596

Gerlach Builders, LLC dba WIL-CON

Tel: (956) 781-9781 Fax: (956) 290-8359

RFI #: 002 **Date Created: 10/26/2021**

Answer Company	Answered By	Author Company	Authored By
ERO Architects 300 South 8th Street McAllen, Texas 78501	Albert Chronis	Gerlach Builders, LLC dba WIL-CON PO Box 4352 McAllen, TX 78502	Airika Stevens

Co-Respondent **Author RFI Number**

Subject	Discipline	Category
Electrical Items	Electrical	Specification Clarification

Cc: Company Name **Contact Name** **Copies** **Notes**

Question **Date Required: 11/2/2021**

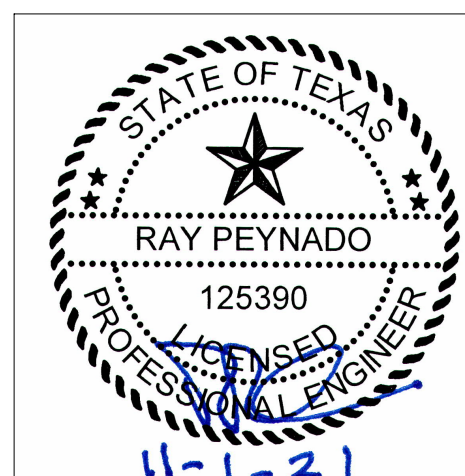
1. On sheet ES 102 it does not show any Telephone conduit from the property line going into the MDF room or into the Evidence Storage IDF room.

2. On sheet EP 106 the Evidence Storage Building show cameras, intercom, access control, data. Does not show any conduits connecting from building A,B to the Evidence Storage.

3. On sheet EP 601 it show a 112 KVA transformer TLS on the one line diagram ,it does not show the size of conduits and size of wire on the primary and secondary of the transformer. Or in the feeder schedule for 3T112YP and 3T112YS

Suggestion

Answer **Date Answered:**

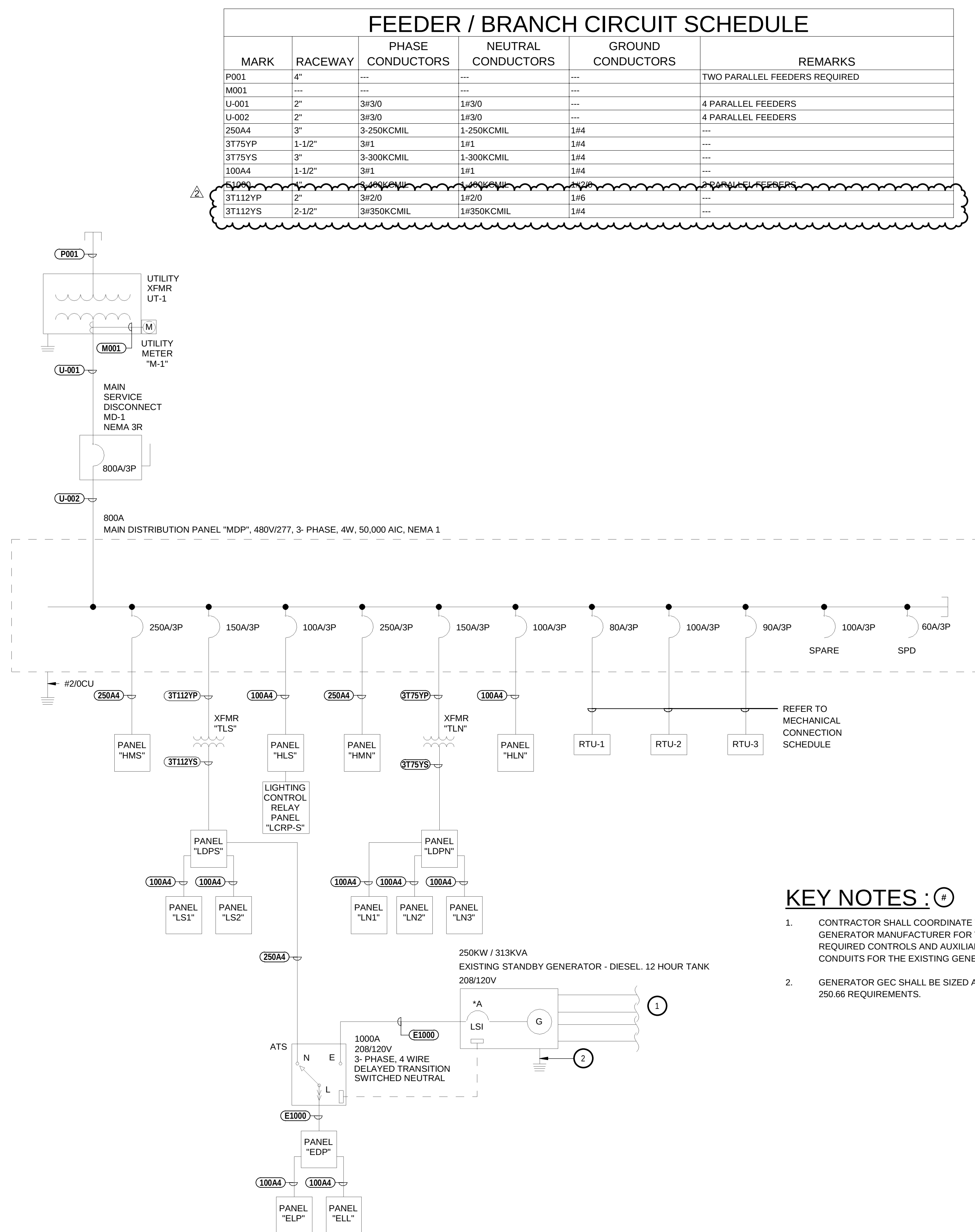


CITY OF WESLACO POLICE STATION

CITY OF WESLACO
302 S. BRIDGE AVE. WESLACO, TX 78596

TRANSFORMER SCHEDULE					
MARK	KVA	PRIMARY VOLTAGE	SECONDARY VOLTAGE	GROUNDING ELECTRODE	REMARKS
TLN	75 KVA	480V DELTA	208Y/120 GND WYE	#2	----
TL S	112.5 KVA	480V DELTA	208Y/120 GND WYE	#2	----

</



KEY NOTES : ⑧

1. CONTRACTOR SHALL COORDINATE WITH THE GENERATOR MANUFACTURER FOR THE REQUIRED CONTROLS AND AUXILIARY CONDUITS FOR THE EXISTING GENERATOR.
2. GENERATOR GEC SHALL BE SIZED AS PER NE 250.66 REQUIREMENTS.

1 ELECTRICAL ONE-LINE DIAGRAM
N.T.S.

No.	Date	Description
1	2021/08/27	ADDENDUM NO. 06
2	2021/11/01	Revision #1

PROJECT NO.: 42606.001
ISSUE DATE: 11.01.21
DRAWN BY: GC
CHECKED BY: RP

ELECTRICAL ONE-LINE DIAGRAM & SCHEDULES

Sheet Number

EP601

Project Status

100% CONSTRUCTION DOCUMENTS

Omar Rodriguez

From: Omar Rodriguez
Sent: Monday, November 22, 2021 9:07 AM
To: J. Martin Vela
Cc: Andrew Muñoz
Subject: FW: 42606 Weslaco Police Station - communications raceways, RFI #2
Attachments: RFI 002 - Electrical Items -Response.pdf

Martin,

FYI – Contractors will need this information to coordinate and schedule.

Omar

From: Juan Cantu <jcantu@goero.com>
Sent: Friday, November 19, 2021 4:35 PM
To: Andrew Muñoz <amunoz@weslacotx.gov>; Omar Rodriguez <orodriguez@weslacotx.gov>
Cc: Albert Chronis <achronis@goero.com>; Monica Rodriguez <mrodriguez@goero.com>
Subject: FW: 42606 Weslaco Police Station - communications raceways, RFI #2

Andrew, as per our conversation this morning we met with your IT department to get some clarifications regarding conduit outside of the building due to an RFI provided by Gerlach. As stated, HALFF only provided conduit and boxes inside the building as determined by your staff. While they did not include any information on the site plan they did provide general notes for the contractor to coordinate with the owner and provide underground conduit/raceways to enter building. Please refer to attached RFI response and email below indicating the responsibility lies with the general contractor. We will need your IT department to provide what SmartCom requires so we can coordinate with the GC. If you have any questions please give us a call.

Juan J. Cantu, AIA, NCARB, **LEED® Green Associate™**
Associate Principal, Project Architect



ERO

Planning / Architecture / Engineering / Communications
email: jcantu@goERO.com | **mbi:** 956-605-8557
w: goERO.com | **fb:** ERO Architects
AUSTIN | EL PASO | HOUSTON | RIO GRANDE VALLEY | SAN ANTONIO

From: Peynado, Ray <rPeynado@Halff.com>

Sent: Friday, November 19, 2021 3:50 PM

To: Juan Cantu <jcantu@goero.com>

Cc: Albert Chronis <achronis@goero.com>; Delgado, Jose <josedelgado@halff.com>; Gabriel Benavides <gbenavides@halff.com>

Subject: 42606 Weslaco Police Station - communications raceways, RFI #2

Juan,

As requested, and as a follow-up to our phone conversation regarding the site communications raceways for the Weslaco Police Station, I would like to offer a brief explanation and reiterate that this was not an omission on our part since the ITS was eliminated from our scope.

Normally, as part of the ITS scope, we would include coordination with the internet service provider (ISP) and telephone utility providers to identify the utility requirements and exact locations of the termination points. We would then show for the required raceways on the site plan with proper termination points at the property line and coordinate with the owner to locate the correct stub-up location at the MDF room. We would also coordinate with the owner to show any raceways required to other data rooms within the building and to data rooms located in other buildings.

For this project, our ITS scope was limited to providing the locations of back boxes and power as required for:

- security and evidence cameras.
- access controls devices,
- intercom devices,
- wireless access points, and
- data drop termination points.

The locations for the above listed items were provided to us by the architect.

I went back through all meeting notes and emails for the project to find any indication that we were to show the locations of the site communications raceways. The only item I did find was an email dated February 8, 2021 with an attached floor plan that had been marked-up with locations for all above listed items, all of which were placed on the plans. Neither the attachment, nor within the body of the email chain, had any indication or mention of communications raceways for the ISP or telephone utility or any raceways or termination points connecting the data rooms or buildings.

Attached is a copy of the RFI #2 response. Part of RFI #2 included the question regarding the site telephone conduits. On the RFI response we also included a screen snip from the site plan notes showing where the contractor is responsible for the coordination with the telephone utility for service entrance requirements. This note was placed on the plans because this work, which is normally done as part of the ITS scope, which was excluded from our contract.

Feel free to call if you would like to discuss this further.

Respectfully,

Ray Peynado, PE
Electrical Engineer
Halff Associates, Inc.

O: (956) 445-5266



[Halff.com](#) | [LinkedIn](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5226
From:		
Subject: Discussion and consideration to authorize Amendment No. 3 to the Professional Services Agreement with ERO Architects for the Weslaco Police Station with Municipal/Judicial Court and New Downtown Fire Station in an amount not to exceed \$26,000 for additional MEP Engineering Services for backup power generators and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)		
Background: The generators and automatic transfer switch (ATS) for the new buildings were not included in the scope of service with ERO. The amendment will add this scope of design so City may solicit bids for this equipment and installation. Construction administration will be provided on an hourly basis as needed, not to exceed \$1,000 per site.		
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):		
OMAR RODRIGUEZ OMAR RODRIGUEZ ANDREW MUNOZ		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: 19087 and 19087.01 AIA G802 Amendment 003 Addnl Services MEP Eng Services		
Responsibilities upon Approval:		

**AIA**[®]**Document G802™ – 2017*****Amendment to the Professional Services Agreement*****PROJECT:** *(name and address)*

New Fire Station and Police Station with
Municipal/Judicial Court
302 South Bridge Ave.
Weslaco, TX 78596-6285

AGREEMENT INFORMATION:

Date: May 19, 2020

AMENDMENT INFORMATION:

Amendment Number: 003

Date: February 25, 2022

OWNER: *(name and address)*

City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596-6285

ARCHITECT: *(name and address)*

ERO Architects
P.O. Box 720428
McAllen, Texas 78504

The Owner and Architect amend the Agreement as follows:

Under the AIA B101-2017 Agreement between Owner and Architect, specifically articles 4.2 Architect's Additional Services and 11.3 Compensation for Additional Services, ERO is submitting an additional services proposal to provide MEP Engineering Services for Backup Power Generator for the New Fire Station and Police Station with Municipal/Judicial Court.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

- 1.) New Weslaco Fire Station invoiced fee for MEP Engineering Services for Backup Generator by Halff is \$12,000 for additional services as stipulated under Article 11.3.
- 2.) New Police Station with Municipal/Judicial Court invoiced fee for MEP Engineering Services for Backup Generator by Halff is \$12,000 for additional services under Article 11.3.

Architectural fee percentage eliminated for proposals.

Total additional services fee for both projects is \$24,000

Construction Administration Services not to exceed \$1000 - \$130/hr. per building.

Schedule Adjustment:**SIGNATURES:**

ERO Architects

ARCHITECT *(Firm name)*

SIGNATURE

Brian Godinez, Principal/CMO

PRINTED NAME AND TITLE

02/25/2022

DATE

City of Weslaco

OWNER *(Firm name)*

SIGNATURE

David Suarez, Mayor

PRINTED NAME AND TITLE

DATE



February 22, 2022

Eli R. Ochoa, PE, AIA
ERO Architects
300 S. 8th St.
McAllen, TX 78501

Re: New Weslaco Fire Station Building
Additional MEP Engineering Services Proposal for Backup Power Generator
AVO 38509.001

Dear Sir,

Halff Associates is pleased to submit the enclosed proposal to provide engineering services for the above referenced project. This proposal represents the MEP engineering required for the design of the New Weslaco Fire Station Building Generator. The design duration is expected not to exceed three weeks from the time of contract execution. The scope of this proposal identifies various line items costs for your review and consideration.

Please refer to the attached scope of services to review the included work. Halff Associates is interested in performing this work, and we are appreciative of the opportunity to work with ERO Architects on this project. Enclosed, please find the proposed scope of services and Halff Associates' General Terms and Conditions Contract. If you find these agreeable, you may authorize Halff Associates to proceed by signing the contract. If you would prefer, you may provide a standard AIA Contract or other alternate contract in lieu of the Halff Associates General Terms and Conditions Contract. We expect to be able to work toward mutually acceptable contract terms. If you have any questions or concerns, don't hesitate to contact me.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Jose A. Delgado", is written over a large, light blue circular stamp or watermark.

Jose A. Delgado, P.E., RCDD, LEED AP
MEP Practice Leader

CC: file

Exhibit “A”**ELECTRICAL SCOPE OF SERVICES FOR NEW WESLACO FIRE STATION BUILDING GENERATOR****Phase 1: Document Production Phase**

1. Determine generator rating based on loads.
2. Modifications to electrical distribution system.
3. Development of one-line diagram.
4. Electrical site plans development.
5. Develop project specific details.
6. Specification of automatic transfer switch (ATS).
7. Technical specifications.
8. Coordination with architect (ERO) for location of generator.
9. Coordination with architect (ERO) for location of new automatic transfer switch (ATS).
10. Coordination with owner for diesel fuel capacity tank size in hours of generator run time.

Exclusions and Clarifications:

1. Generator system will be sized to provide backup power to the entire facility.
2. It is assumed that the proposed generator fuel type is diesel.
3. Deliverables:
 - a. The following two deliverables are part of this scope:
 - i. 75% Construction Documents
 - ii. 100% Signed and Sealed Construction Documents
4. Site visits are already included in the building contract. Halff will coordinate generator system related site visits during construction administration with the already agreed upon visits for the building.
5. Design or prep-work for a Critical Operations Power Systems (COPS) type facility, as defined in the NEC, is excluded.
6. Pre-bid and pre-construction meetings are excluded.
7. Additional site visits required outside the ones listed under Exhibit ‘A’.
 - a. Each visit outside of the scope of work will be at \$500.
8. Civil task to establishing the base flood elevation for this area to be utilized by the structural engineer for design of the pad are excluded.
9. Structural engineering design for generator pad is excluded.
10. Construction administration services for submittal reviews and RFI responses pertaining to the generator and related electrical work are excluded.
11. Construction administration services for submittal reviews and RFI responses pertaining to the generator and related electrical work may be added as a separate Scope of Services as a cost-plus fee with a specified Not-To-Exceed amount.

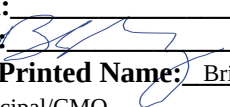
PROFESSIONAL FEE

Halff Associates will perform the defined Scope of Services as stated above.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. If new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

Halff Associates will perform the defined Scope of Services for the following professional fee:

Exhibit A: Electrical Services for New Weslaco Public Safety Building Generator
\$12,000.00

Approved: _____
Signature:  _____
Typed or Printed Name: Brian Godinez
Title: Principal/CMO
Date: 02/25/2020

Additional Services

- Additional services will be at an hourly rate of \$130.00 per hour.



February 22, 2022

Eli R. Ochoa, PE, AIA
ERO Architects
300 S. 8th St.
McAllen, TX 78501

Re: New Weslaco Public Safety Building
Additional MEP Engineering Services Proposal for Backup Power Generator
AVO 42606.001

Dear Sir,

Halff Associates is pleased to submit the enclosed proposal to provide engineering services for the above referenced project. This proposal represents the MEP engineering required for the design of the New Weslaco Public Safety Building Generator. The design duration is expected not to exceed three weeks from the time of contract execution. The scope of this proposal identifies various line items costs for your review and consideration.

Please refer to the attached scope of services to review the included work. Halff Associates is interested in performing this work, and we are appreciative of the opportunity to work with ERO Architects on this project. Enclosed, please find the proposed scope of services and Halff Associates' General Terms and Conditions Contract. If you find these agreeable, you may authorize Halff Associates to proceed by signing the contract. If you would prefer, you may provide a standard AIA Contract or other alternate contract in lieu of the Halff Associates General Terms and Conditions Contract. We expect to be able to work toward mutually acceptable contract terms. If you have any questions or concerns, don't hesitate to contact me.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Jose A. Delgado", is written over a large, light blue, curved line that serves as a decorative flourish or underline.

Jose A. Delgado, P.E., RCDD, LEED AP
MEP Practice Leader

CC: file

Exhibit “A”**ELECTRICAL SCOPE OF SERVICES FOR NEW WESLACO PUBLIC SAFETY
BUILDING GENERATOR****Document Production:**

1. Determine generator rating based on loads.
2. Modifications to electrical distribution system.
3. Development of one-line diagram.
4. Electrical site plans development.
5. Develop project specific details.
6. Specification of automatic transfer switch (ATS).
7. Technical specifications.
8. Coordination with architect (ERO) for location of generator.
9. Coordination with architect (ERO) for location of new automatic transfer switch (ATS).
10. Coordination with owner for diesel fuel capacity tank size in hours of generator run time.

Exclusions and Clarifications:

1. Generator system will be sized to provide backup power to the entire facility.
2. It is assumed that the proposed generator fuel type is diesel.
3. Deliverables:
 - a. The following two deliverables are part of this scope:
 - i. 75% Construction Documents
 - ii. 100% Signed and Sealed Construction Documents
4. Site visits are already included in the building contract. Halff will coordinate generator system related site visits during construction administration with the already agreed upon visits for the building.
5. Design or prep-work for a Critical Operations Power Systems (COPS) type facility, as defined in the NEC, is excluded.
6. Pre-bid and pre-construction meetings are excluded.
7. Additional site visits required outside the ones listed under Exhibit ‘A’.
 - a. Each visit outside of the scope of work will be at \$500.
8. Civil task to establishing the base flood elevation for this area to be utilized by the structural engineer for design of the pad are excluded.
9. Structural engineering design for generator pad is excluded.
10. Construction administration services for submittal reviews and RFI responses pertaining to the generator and related electrical work are excluded.
11. Construction administration services for submittal reviews and RFI responses pertaining to the generator and related electrical work may be added as a separate Scope of Services as a cost-plus fee with a specified Not-To-Exceed amount.

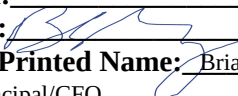
PROFESSIONAL FEE

Halff Associates will perform the defined Scope of Services as stated above.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. If new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

Halff Associates will perform the defined Scope of Services for the following professional fee:

Exhibit A: Electrical Services for New Weslaco Public Safety Building Generator
\$12,000.00

Approved: _____
Signature:  _____
Typed or Printed Name: Brian Godinez
Title: Principal/CFO
Date: 02/25/2020

Additional Services

- Additional services will be at an hourly rate of \$130.00 per hour.



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5235
From:		
Subject: Discussion and consideration to award the emergency rehabilitation manhole repair at Milano and Mile 5 (Near Lift Station 37) to Reya Construction, in the amount not to exceed \$179,500, and to authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)		
Background: This repair is needed for Milano's estates subdivision connection to our system. The developer is going to tie into this manhole, which was installed by Castle construction back in December of 2018. The original project is no longer under any type of warranty and the responsibility falls to the City of Weslaco to do the repairs. The Milano's Estates Developer has already hired a company to run the sewer line and the connection to this manhole, so now the job is delayed due to this collapsed manhole at a cost to the developer. This will need to be added to a mid-year budget amendment to be presented by finance at a later date.		
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):		
ADELAIDA VEGA David Arce Pete Garcia ANDREW MUNOZ		Created/Initiated Approved Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: Rehab Manhole Memo 2022, REYA CONSTRUCTION, RDH SITE & CONCRETE, OMT		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: March 1, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: EMERGENCY MANHOLE REHAB

Cc: Andrew Muñoz, Interim City Manager
Vidal Roman, Finance Director

Public Works Department (Water/Wastewater Division) is requesting approval for emergency repair of a collapse manhole located at the intersection of mile 5 north and Milano's Rd. to Reya Construction in the amount to exceed \$179,500. We received 3 bids via bidnet. This repair is needed for the Milano's estates subdivision connection to our system. The developer is to tie into this manhole, which was installed by Castle construction back in December of 2018. The original project is no longer under any type of warranty and the responsibility falls on to the City of Weslaco to do the repairs. The Milano's Estates Developer has already hired a company to run the sewer line and to the connection to this manhole so now the job is delayed due to this collapsed manhole at the cost to the developer. This will need to added to mid-year budget amendment to be presented by finance at a later date.

Staff Recommends Approval.

City of Weslaco*"The City on the Grow"***REQUEST FOR BID for collapse MANHOLE ON MILE 5 NORTH AND MILANOS AT LIFT STATION 37****BID DUE DATE: 2/25/2022 AT 11:00 AM****FROM: Marcelo Cosme**Public Works
1912 Joe Stephens
Weslaco, Texas 78596-6285**TO: Reya Construction**COMPANY
(956)472-9112

PHONE #

SIGNATURE

noe.reyaconstruction@gmail.com

EMAIL

Item	Description	QTY	units	Rate	Total
1	Mobilization	1	EA	\$5,000.00	\$5,000.00
2	Clean and Televis up to 40 ft upstream and downstream from new manhole	1	EA	\$10,000.00	\$10,000.00
3	Provide vac truck service to clean sewer line prior to the repair to repairs and after repairs to make sure line is clear	1	EA	\$7,000.00	\$7,000.00
4	Repair possible leak on 14" force main	1	EA	\$18,000.00	\$18,000.00
5	Bypass Equipment if needed 2- 8" pumps and operate pumps (24 hr. watch)	1	EA	\$7,000.00	\$7,000.00
6	Trench Safety	1	EA	\$10,000.00	\$10,000.00
7	Traffic control	1	EA	\$5,000.00	\$5,000.00
8	cement stabilized sand	100	Ton	\$40.00	\$4,000.00
9	Granular Backfill	100	ton	\$45.00	\$4,500.00
10	8" to 12" open cut installation of sewer (0'-6' deep) Approx. 17' deep	20	LF	\$1,000.00	\$20,000.00
11	Access Pit (>15"-20"deep)	1	EA	\$3,000.00	\$3,000.00
12	dewatering setup (well pointing)	1	EA	\$35,000.00	\$35,000.00
13	operate Dewatering System	14	day	\$1,500.00	\$21,000.00
14	install 40' stub out 12" sewer pipe on manhole going north	40	LF	\$200.00	\$8,000.00
15	premium manhole frame & cover (composite)	1	EA	\$2,000.00	\$2,000.00
16	remove existing manhole and install New 4' - 8' diameter manhole approx. 17' deep	80	SF	\$250.00	\$20,000.00

Total **\$179,500.00**

City of Weslaco

" The City on the Grow"

REQUEST FOR BID for collapse MANHOLE ON MILE 5 NORTH AND MILANOS AT LIFT STATION 37

BID DUE DATE: 2/25/2022 AT 11:00 AM

FROM: Marcelo Cosme

Public Works
1912 Joe Stephens
Weslaco, Texas 78596-6285

TO:

COMPANY

PHONE #

SIGNATURE

EMAIL

RDH Site & Concrete, LLC

956-784-1366

dianaly@rdhcompany.com

Item	Description	QTY	units	Rate	Total
1	Mobilization	1	EA	\$ 5,000.00	\$ 5,000.00
2	Clean and Televiser up to 40 ft upstream and downstream from new manhole	1	EA	\$ 5,000.00	\$ 5,000.00
3	Provide vac truck service to clean sewer line prior to the repair to repairs and after repairs to make sure line is clear	1	EA	\$15,000.00	\$ 15,000.00
4	Repair possible leak on 14" force main	1	EA	\$12,000.00	\$ 12,000.00
5	Bypass Equipment if needed 2- 8" pumps and operate pumps (24 hr. watch)	1	EA	\$75,000.00	\$ 75,000.00
6	Trench Safety	1	EA	\$ 7,500.00	\$ 7,500.00
7	Traffic control	1	EA	\$ 1,000.00	\$ 1,000.00
8	cement stabilized sand	100	Ton	\$ 100.00	\$ 10,000.00
9	Granular Backfill	100	ton	\$ 85.00	\$ 8,500.00
10	8" to 12" open cut installation of sewer (0'-6' deep) Approx. 17' deep	20	LF	\$ 250.00	\$ 5,000.00
11	Access Pit (>15"-20"deep)	1	EA	\$30,000.00	\$ 30,000.00
12	dewatering setup (well pointing)	1	EA	\$ 5,000.00	\$ 5,000.00
13	operate Dewatering System	14	day	\$ 1,200.00	\$ 16,800.00
14	install 40' stub out 12" sewer pipe on manhole going north	40	LF	\$ 98.00	\$ 3,920.00
15	premium manhole frame & cover (composite)	1	EA	\$ 4,000.00	\$ 4,000.00
16	remove existing manhole and install New 4' - 8' diameter manhole approx. 17' deep	80	SF	\$ 300.00	\$ 24,000.00

Total \$ 227,720.00

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RDH Site and Concrete, LLC

3809 Clavel St. Suite D

Palmview, TX 78572

OWNER:

(Name, legal status and address)

CITY OF WESLACO

255 S. KANSAS AVE.

WESLACO, TEXAS 78596

SURETY:

(Name, legal status and principal place of business)

Frankenmuth Mutual Insurance Company

One Mutual Avenue

Frankenmuth, MI 48787-0001

Mailing Address for Notices

Frankenmuth Mutual Insurance Company

One Mutual Avenue

Frankenmuth, MI 48787-0001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Greatest Amount Bid

(5% G.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

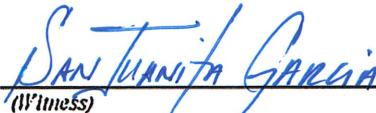
EMERGENCY MANHOLE REPAIR / RFB No.: 2021-22-14

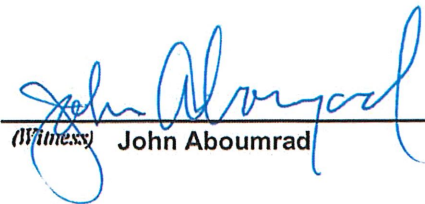
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of February 2022


(Witness)


(Witness) John Aboumrad

RDH Site and Concrete, LLC

(Principal)

(Seal)

By:

(Title)

Frankenmuth Mutual Insurance Company

(Surety)

(Seal)

By:

(Title)

Russ Frenzel

Attorney-in-Fact

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Brady K. Cox, Brock Baldwin, Russ Frenzel, Keith Rogers, Blaine Allen, Chandler Nazzal,
Brent Baldwin, Sam Freireich, John Aboumrad, Cynthia Alford

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company

By Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

Dianne L. Voss

(Seal)

Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 25th day of February, 20 22.

Andrew H. Knudsen

Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED
TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, Texas 78714-9104
Fax No. (512) 475-1771**

PREMIUM or CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

Notice of Applicability of Chapter 2253 of the Texas Government Code

These bonds are furnished in an attempt to comply with Chapter 2253 of the Texas Government Code. These bonds shall be construed to comply with such Chapter regarding the rights created, limitations on those rights, and remedies provided. Any provision in the bonds to which this Rider is attached that expands or restricts a right or liability under such Chapter shall be disregarded, and such Chapter shall apply to these bonds.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 02/25/2022

Bidder (Legal Name of Firm): RDH Site and Concrete, LLC

Date Organized: 2011

Address : 3809 Clavel St. Suite D Palmview, Texas 78572

Date Incorporated 2014

Federal ID Number: 46-5377221

Number of Years in contracting business under present name 11 Years

List all other names under which your business has operated in the last 10 years:

RDH Site and Concrete, LLC

Work Presently Under Contract:

Contract	Amount \$	Completion Date
<u>*See Attachment Exhibit A & B*</u>		

Type of work performed by your company: Heavy Civil Construction, Underground Utilities, Drainage, Concrete, Asphalt, Road Repairs.

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

MANAGERS (2) EQUIPMENT OPERATORS (8) COMMON LABORS (9) PROFESSIONALS (4)

CONCRETE LABOR (6) PLUMBERS (4)

Have you ever failed to complete any work awarded to you? ☐ Yes ☒ No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☒ No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☒ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	*See Attachment Exhibit A & B*	Amount \$	Mo/Yr Completed

Major equipment available for this contract: *See Schedule C*

Are you in compliance with all applicable EEO requirements? ☒ Yes ☐ No
(If no, please attach summary of details on a separate sheet.)

Bank References

Address: 501 S. Shary Rd. Contact Name: Mrs. Gloria Rios
City & State: Mission, Texas Zip: 78572 Phone Number: 956-997-0040

Credit available: \$ 200,000.00

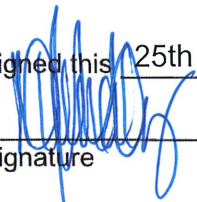
Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 25th day of February, 2022.


Signature

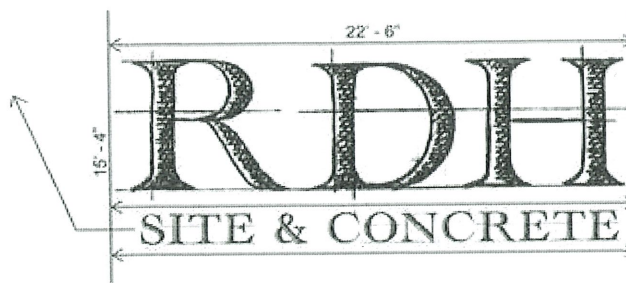
Dianaly De Hoyos- General Manager
Printed Name and Title

RDH Site and Concrete, LLC
Company Name



EXHIBIT A & B
PROJECT INFORMATION SHEET

Project	Owner	Address	Phone #	Bid # / Contract #	Contract Amount	Engineer	Engineer Phone	% of Completion	Status
2017									
Gaulle Road Paving Improvements	Hidalgo County Precinct No. 1	2802 S. Business Hwy. 281, Edinburg, Tx 78539	956-968-8733	C-16-277-06-09	\$ 1,097,337.27	Lefevre Engineering & Management Consulting, LLC.	956-687-5363	100%	Complete
City of McAllen Waterline Improvements	Hidalgo County Urban County Program	427 E. Duranta Ave. # 107, Alamo, Tx	956-787-8127	5015-80-0310-5000-8000-UCP	\$ 277,742.00	Cruz-Hogan Consultants, Inc.	956-682-5022	100%	Complete
Discourt Auto Parts	City of Donna	307 S. 12th St. Donna, Tx 78537	956-934-1447	2016-001	\$ 358,977.85	R. Gutierrez Engineering Corporation	956-668-1588	100%	Complete
N. 17th Street Paving Improvements	City of Mission	1201 E. 8th St. Mission, Tx 78572	956-867-8400	18-130-02-07	\$ 59,059.50	Javier Hinojosa Engineering / Consulting Engineers	956-681-1130	100%	Complete
Perkins Avenue 1st - 1st Drainage Improvements	City of McAllen	PO Box 220 McAllen, Tx 78505	956-840-286	0317-020333	\$ 296,140.00	City of McAllen	956-681-1130	100%	Complete
2017 Sidewalk & Bus Stop Improvements	City of Hidalgo	704 E. Union Blvd. Edinburg, Tx 78542	956-840-286	17-140-03-23	\$ 49,000.00	City of Mission	956-580-8650	100%	Complete
Valley View ISD	City of Mission	427 E. Duranta Ave. # 107, Alamo, Tx	956-787-8127	5015-80-0310-5000-2500-ucp	\$ 102,732.00	City of Mission	956-580-8650	100%	Complete
City of Mission Year 2017 St. Paving Improvements	Hidalgo County Urban County Program	427 E. Duranta Ave. # 107, Alamo, Tx	956-681-4000	08-17-IP052-485	\$ 29,993.50	City of McAllen	956-681-1150	100%	Complete
City of Elia Street Improvements E. Cirio Caers St. Improvements									
Idea Parking Lot Renovations	City of McAllen				\$ 3,359,781.12				
2018									
Nebraska Ave.-Clear Chavez East 1,200 Paving Improvements	City of Alamo	420 N. Tower Rd. Alamo, Tx 78516	956-787-0006	2017	\$ 252,316.00	Quintanilla, Headley & Associates	956-381-6480	100%	Complete
City of San Petrita Street Improvements	City of San Petrita	14168 7th Street, San Petrita, Tx 78590	956-248-5725	7216401	\$ 145,347.25	Fulcrum Consulting Services	956-797-1401	100%	Complete
First Time Sewer and Storm Water Connections Project	City of San Juan	709 S. Nebraska St. San Juan, Tx 78589	956-223-2200	10441	\$ 1,433,301.00	Cruz-Hogan Consultants, Inc.	956-682-5022	100%	Complete
2018 Street Improvements - Phase 2	City of Mission	1201 E. 8th St. Mission, Tx 78572	956-580-8650	18-130-02-07	\$ 458,040.00	Javier Hinojosa Engineering / Consulting Engineers	956-681-1130	100%	Complete
2018 Street Improvements - Phase 2	Brooks County	625 N. St. Mary's St. Fallaria, Tx 78355	361-335-2420	13-193-000-7392	\$ 59,059.50	RV Engineers	361-885-1884	100%	Complete
Young Lateral Ditch Re-Grading & Hand Road Drainage Project	Town of Combes	21636 Hand Road Combes, Texas 78535	956-425-7131	085210031	\$ 45,626.00	City of Edinburg	956-381-1061	100%	Complete
McIntyre Railroad Pedestrian Crossing	City of Edinburg	415 W. University Dr. Edinburg, Tx 78541	956-388-8211	2016-19-0618	\$ 130,915.00	Plajer Engineering, LLC	956-388-8204	100%	Complete
Paving & Drainage Improvements at the Intersection of FM 802 & Dana Rd	City of Brownsville	1001 Elizabeth St. Brownsville, Tx 78521	956-548-0977	CAP-18-168-06-27-VSS	\$ 127,167.50	Javier Hinojosa Engineering / Consulting Engineers	956-550-9939	100%	Complete
Road & Drainage Construction of El Fieco Chiquito Subdivision	Hidalgo County Precinct No. 3	1902 Joe Stephens Ave. Ste. 101, Weslaco, Tx 78599	956-688-7373	2018-08	\$ 35,388.00	Lefevre Engineering & Management Consulting, LLC.	956-668-1588	100%	Complete
North Ave. Street & Drainage Improvements Project	City of Mercedes	400 S. Ohio Ave. Mercedes, Tx 78550	956-565-3114	2018-08	\$ 324,299.00	City of Harlingen	956-215-5000	100%	Complete
CDBG Street Improvements (Overlay) Project	City of Harlingen	956-216-5000	956-216-5000	2018-08	\$ 463,540.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
Ann Marie Drive / Marine Line Paving Improvements	City of Mission	1201 E. 8th St. Mission, Tx 78572	956-580-8650	18-260-08-02	\$ 4,088,133.25				
2019									
Cameron County CEDAP Home Yardline Connections Project	Cameron County	1100 Monroe St. Brownsville, Tx 78520	956-544-0871	180802	\$ 262,150.00	Brownsville PUB	956-544-0871	100%	Complete
E. Harding, Ave.	City of Alton	400 S. Ohio Ave. Brownsville, Tx 78573	956-432-0760	P221	\$ 129,626.90	Lefevre Engineering & Management Consulting, LLC.	956-687-5362	100%	Complete
2019 Mercedes Bond Improvements Street Pavement Package 2	City of Mercedes	400 S. Ohio Ave. Mercedes, Tx 78570	956-565-3114	P105-038	\$ 1,169,216.50	Lefevre Engineering & Management Consulting, LLC.	956-487-5362	100%	Complete
Street Pavement Improvements at Plaza El Mayo Drive	City of Brownsville	100 S. Elizabeth St. Brownsville, Tx 78521	956-548-0977	PM4-07-1219	\$ 84,837.00	City of Brownsville	956-548-6000	100%	Complete
W. Zaragoza Drive and S. Sugar Road Concrete Paving Improvements	City of Pharr	118 S. Cape Blvd. Pharr, Tx 78577	956-402-4000	1818-465-510-0010-202	\$ 642,100.00	Javier Hinojosa Engineering / Consulting Engineers	956-681-1130	100%	Complete
Willacy County Relief Channel Overlook at Highway 101	Hidalgo County Drainage District 1	902 N. Doolittle Rd. Edinburg, Tx 78542	956-292-7080	C-HCD01-19-054-07-30	\$ 70,300.00	Hidalgo County Drainage District 1	956-681-1130	100%	Complete
Kennedy Avenue Drainage Improvements (HMGEP 04-245-010)	City of McAllen	1300 Houston Ave. McAllen, Tx 78501	956-681-1130	07-19-032-323	\$ 669,506.00	City of McAllen, Engineering Department	956-681-1130	100%	Complete
Lyons Subdivision Sanitary Sewer Improvements	City of Mercedes	400 S. Ohio Ave. Mercedes, Tx 78570	956-565-3114	P224-008	\$ 641,160.25	Lefevre Engineering & Management Consulting, LLC.	956-687-5362	100%	Complete
2020									
Northside Drainage Improvements	City of Edinburg	415 W. University Drive, Edinburg, Tx 78539	956-388-8211	RFB # 2020-07	\$ 1,480,775.50	City of Edinburg, Engineering Department	956-388-8211	100%	Complete
Kennedy Roadway and Drainage Improvements	City of McAllen	1300 Houston Ave. McAllen, Tx 78501	956-681-1130	11-19-004-64	\$ 1,527,181.50	City of McAllen, Engineering Department	956-681-1130	100%	Complete
Ridge Road Sanitary Sewer Line Improvements (Hike & Bike Phase II Utility Relocation)	City of Pharr	118 S. Cape Blvd. Pharr, Tx 78577	956-402-4000	1920-61-583-C004-289	\$ 332,830.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
2018 Bond-Group D Drainage Improvement Projects D1	City of McAllen	1300 Houston Ave. McAllen, Tx 78501	956-681-1130	02-20-012-344	\$ 679,830.00	City of McAllen, Engineering Department	956-681-1130	100%	Complete
Schunior Drainage Ditch Crossing Replacement	City of Edinburg	415 W. University Drive, Edinburg, Tx 78539	956-388-8211	N/A	\$ 341,227.45	City of Edinburg, Engineering Department	956-388-8211	100%	Complete
2018 Bond-Group C Drainage Improvement Projects C1,C3,C4	City of McAllen	1300 Houston Ave. McAllen, Tx 78501	956-681-1130	02-20-011-361	\$ 1,287,162.52	City of McAllen, Engineering Department	956-681-1130	100%	Complete
2021									
Municipal Park Sanitary Sewer Extension	City of Edinburg	415 W. University Drive, Edinburg, Tx 78539	956-388-8211	N/A	\$ 154,267.00	City of Edinburg, Engineering Department	956-388-8211	100%	Complete
2019-2020 CDBG City of Primavera Street Improvements TCDP NO. 7219340	City of Primavera	2120 North Alamo Rd. Edinburg, Tx 78532	956-473-9654	2010058	\$ 396,717.75	Hanson Professional Services	956-541-1155	100%	Complete
Alqua Specific Utility District	Alqua Specific Utility District	3120 North Alamo Rd. Palmview, Tx 78552	956-285-2459	P050	\$ 704,231.65	M2 Engineering, PLLC	956-600-8628	65%	In Progress
Millie 3 Road Widening Water Line Relocations Project	City of Pharr	118 S. Cape Blvd. Pharr, Tx 78577	956-402-4000	2021-01-528-C001-374	\$ 616,151.50	City of Pharr Engineering Department	956-402-4000	75%	In Progress
2018 Bond-Group C Drainage Improvement Project No. 15	Hidalgo County Drainage District 1	902 N. Doolittle Rd. Edinburg, Tx 78542	956-292-7080	CSF Nos. HCD01-21-024-06-16-RV	\$ 166,072.00	Hidalgo County Drainage District 1	956-292-7080	100%	Complete
2022									
HCD01 - Fayallville Drain Improvements - 2018 Bond Referendum Project 11A	Hidalgo County Drainage District 1	902 N. Doolittle Rd. Edinburg, Tx 78542	956-292-7080	HCD01 - 21-047-29-29-RV	\$ 476,716.64	VCI Technologies Inc.	956-271-6686		In Progress
HCD01 - Fayallville Drain Improvements - 2018 Bond Referendum Project 11B	Hidalgo County Drainage District 1	902 N. Doolittle Rd. Edinburg, Tx 78542	956-292-7080	HCD01 - 21-048-29-29-RV	\$ 773,515.50	TLSI Infrastructure Group	956-424-7898		In Progress
North Conway Sewer Improvements	City of Mission	1201 E. 8th St. Mission, Tx 78572	956-580-8650	H8 - 22-022-11-04	\$ 667,110.00	Middent & Hunt, Inc.	956-981-0981		In Progress
					\$ 2,037,439.90				



SCHEDULE C
LIST OF THE MAJOR EQUIPMENT

HEAVY MACHINERY	CONDITION	ACQUIRED VALUE
TR575 - Asphalt Distr MC-30	Good	23,325.00
Carlson Asphalt Elev. WP810	Good	37,399.45
Lay-Mar Sweeper 3 Tire	Good	5,676.00
2007 Ingersoll-Vibr Dbl Drum	Good	36,805.00
1997 Kenco Smooth Drum Roller	Good	3,650.00
1987 Hyster Pneumatic Roller	Good	12,000.00
2005 Dynapac Padfoot CA121PD	Good	13,155.00
2005 Komatsu Excavator PC300LC	Good	42,552.68
2010 John Deere Excavator 350D	Good	50,783.93
2012 Komatsu Excavator PC200LC-	Good	51,881.43
Yanmar Mini Excavator	Good	14,000.00
2009 Cat Paver	Good	61,702.50
2010 John Deere Backhoe 310J	Good	43,300.00
2013 JD Loader/Backhoe 4x4 310K	Good	29,618.58
2014 JD Loader/Backho 4x4 310EK	Good	31,896.94
2007 John Deere Loader 544J	Good	65,000.00
2009 JD Wheel Loader 624K	Good	59,801.25
2013 S510 Bobcat Skid Steer	Good	18,000.00
2005 JD Motorgrader 770D	Good	65,809.99
John Deere AG Tractor-4230	Good	26,886.25
2012 TEXA Utility Trailer	Good	1,500.00
2018 J-IV Utility Trailer	Good	5,814.10
1995 Ford Water Truck	Good	13,000.00
1989 Water Truck	Good	7,500.00
2000 Ford F750 Water Truck	Good	11,920.25
8" Dewatering Pump Equipment	Good	30,000.00
Concrete Hydraulic Screed	Good	11,355.43
Crack Seal Machine	Good	1,674.79
Hydroseeding Machine	Good	4,503.20
MC-30 STORAGE TANK	Good	5,500.00
Pipe Lazer	Good	6,234.63
Set 2 Light Towers Magnum 4060	Good	3,267.82
Trench Boxes	Good	6,800.00
Utility Bore Hammerhead	Good	6,470.90
Wellpoint Dewatering System	Good	85,000.00
Further Machinery Upon Request		



CITY OF MISSION



September 23, 2019

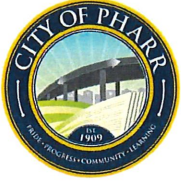
To Whom It May Concern,

I am writing this letter of recommendation for RDH Site and Concrete, LLC.

We have worked with RDH Site and Concrete in various projects constructed throughout the City of Mission consisting of Concrete Street Pavement Improvements, HMAC Street Pavements Improvements, Drainage, Water and Sewer. They have always exhibited with integrity, ethics, reliability and fairness. Despite any troubles that could arise at the time of construction, RDH Site and Concrete, LLC would and will deliver the project on time and with quality. I believe you would be very pleased with their work, attention to detail and customer service.

Sincerely,

Juan Pablo Terrazas., P.E.
City of Mission Engineer
jpterrazas@missiontexas.us



Pharr



MAYOR Ambrosio Hernandez, MD | CITY MANAGER Alex Meade

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

City of Pharr Engineering Department
118 S. Cage Blvd. – 4th Floor, Pharr, Texas 78577
September 23, 2019

To whom it may concern.

Re: RDH Site and Concrete, LLC.

The City of Pharr has recently awarded and contracted with RDH Site and Concrete, LLC. to construct an Industrial concrete roadway (**W. Zaragoza Drive and S. Sugar Rd Concrete Paving Improvements**). Mrs. Dianaly De Hoyos and her Construction Company finished this project within the 60 days construction time that was allotted and we are very satisfied with their workmanship and their responsiveness and work ethic to complete this time sensitive project in a timely manner.

I would give RDH Site and Concrete, LLC Group, my highest recommendation.

If you have any question, please feel free to call me.

Sincerely,

Omar Anzaldúa Jr., PE, CFM, PMP, CCM | City Engineer
City of Pharr
956-402-4000, ext 1414



September 24, 2019

To Whom It May Concern:

Please accept this letter as a recommendation for RDH Site & Concrete, LLC.

Roy & Dianaly De Hoyos, Owners of RDH Site & Concrete, LLC. have completed various projects in conjunction with LEMC, Inc. In the past year, RDH has completed three projects for various cities bid out by our company varying from drainage improvements, roadway pavement improvements and utility installation projects and have exemplified great workmanship.

RDH Site & Concrete, LLC. work ethic is exemplified in their experience with projects in the private and public sectors. They provide a fair and detailed assessment of any change orders required. It is my opinion they are responsive and reasonable to adjustments during construction. I would recommend RDH Site & Concrete, LLC. for any type of roadway improvements project.

I am available to answer any questions regarding this letter. If you have any further questions, please feel free to call the office at 956-687-5362 or reach me by email at israel@lemc-llc.com.

Respectfully,

A handwritten signature in blue ink, appearing to read "Israel Gaona". The signature is fluid and cursive, with a large initial "I" and "G".

Israel Gaona, E.I.T., CFM
Project Engineer

City of Weslaco

"The City on the Grow"

REQUEST FOR BID for collapse MANHOLE ON MILE 5 NORTH AND MILANOS AT LIFT STATION 37

BID DUE DATE: 2/25/2022 AT 11:00 AM

FROM: Marcelo Cosme
Public Works
1912 Joe Stephens
Weslaco, Texas 78596-6285

TO: O.M.T. utilities
COMPANY
956-778-0140
PHONE #


SIGNATURE
Luisreyes034@yahoo.com
EMAIL

Item	Description	QTY	units	Rate	Total
1	Mobilization	1	EA	\$10,000	\$10,000 ⁰⁰
2	Clean and Televis up to 40 ft upstream and downstream from new manhole	1	EA	\$5,000	\$5,000 ⁰⁰
3	Provide vac truck service to clean sewer line prior to the repair to repairs and after repairs to make sure line is clear	1	EA	\$20,000	\$20,000 ⁰⁰
4	Repair possible leak on 14" force main	1	EA	\$10,000	\$10,000 ⁰⁰
5	Bypass Equipment if needed 2- 8" pumps and operate pumps (24 hr. watch)	1	EA	\$25,000	\$25,000 ⁰⁰
6	Trench Safety	1	EA	\$8,000	\$8,000 ⁰⁰
7	Traffic control	1	EA	\$7,000	\$7,000 ⁰⁰
8	cement stabilized sand	100	Ton	\$40 ⁰⁰	\$4,000 ⁰⁰
9	Granular Backfill	100	ton	\$60 ⁰⁰	\$6,000 ⁰⁰
10	8" to 12" open cut installation of sewer (0'-6' deep) Approx. 17' deep	20	LF	\$1,000	\$20,000 ⁰⁰
11	Access Pit (>15'-20" deep)	1	EA	\$10,000	\$10,000 ⁰⁰
12	dewatering setup (well pointing)	1	EA	\$20,000	\$20,000 ⁰⁰
13	operate Dewatering System	14	day	\$2,000	\$28,000 ⁰⁰
14	install 40' stub out 12" sewer pipe on manhole going north	40	LF	\$3,000	\$12,000 ⁰⁰
15	premium manhole frame & cover (composite)	1	EA	\$3,000	\$3,000 ⁰⁰
16	remove existing manhole and install New 4' - 8' diameter manhole approx. 17' deep	80	SF	\$5625	\$45,000 ⁰⁰

Total \$233,000



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5205
From:		
Subject: Discussion and consideration to enter into a contract with Republic Services of Rio Grande Valley for Disposal Services effective March 1, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)		
Background: We are requesting Republic Services for the transfer station and landfill as an option for operations. We will continue to use Edinburg Landfill.		
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):		
David Arce Pete Garcia ANDREW MUNOZ		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: Landfill Republic Memo 2022, Weslaco_La Feria Transfer Station and La Gloria Landfill Disposal Offer Letter for Direct Haul 02_23_2022		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: March 1, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: LANDFILL CONTRACT WITH REPUBLIC SERVICES

Cc: Andrew Muñoz, Interim City Manager
Vidal Roman, Finance Director

Public Works Department (Solid Waste Division) is requesting approval to enter into a 5-year contract with Republic Services for disposal of solid waste from garbage collection and brush/bulky items collection. These facilities will be used on as need basis will **NOT** be exclusive as Edinburg Landfill will be our primary disposal site, on the proposal Republic Services presented the benefits of the daily use.

- Municipal Solid Waste directly hauled to disposal site by customer to La Feria Transfer Station

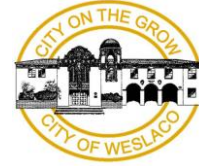
o \$39.19 per ton

- Municipal Solid Waste directly hauled to disposal site by customer to La Gloria Landfill

o \$20.00 per ton first 10,000 tons

o \$18.00 per ton exclusive

Staff Recommends Approval.



February 23, 2022

Andrew Muñoz
Interim City Manager
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596

Reference: Offer Letter for Solid Waste Direct Haul Disposal to Transfer Station Disposal Site (La Feria) and La Gloria Landfill

Mr. Muñoz,

I am reaching out to you to introduce myself as the new Municipal Sales Manager with Republic Services and to continue the dialog and relationship between our two entities.

With that said, and as you know, the City of Weslaco (the City) is now providing services for solid waste to all residential and commercial entities within the City. Knowing that you have some choices on where to dispose of the solid waste, I would like for the City to know that our La Feria Transfer Station is open and available to accept this solid waste now that the City has taken over these services.

Republic Services (we) present to you the offer listed below for you to consider the overall benefits of directing your solid waste trucks to our transfer station located in La Feria, TX. The use of our site in La Feria is a perfect opportunity to help keep the City of Weslaco trucks running efficiently and timely on their routes while reducing hours and maintenance costs.

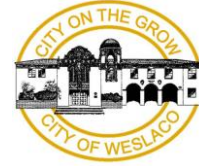
The quoted pricing listed below is for a 5-year term and will remain firm for the next 60 days to provide you with time to consider the pricing and benefits listed in the following pages.

Republic Services would like to offer the City of Weslaco the following options:

- **Municipal Solid Waste directly hauled to disposal site by customer to La Feria Transfer Station**
 - **\$39.19 per ton**
- **Municipal Solid Waste directly hauled to disposal site by customer to La Gloria Landfill**
 - **\$20.00 per ton first 10,000 tons**
 - **\$19.50 per ton 10,001 to 20,000 tons**
 - **\$19.00 per ton 20,001 to 30,000 tons**
 - **\$18.50 per ton 30,001 to 40,000 tons**
 - **\$18.00 per ton exclusive**

Some of the benefits to the City of Weslaco utilizing the Republic Services Transfer Station are as follows:

- Industry leading turnaround times at our transfer station which translates to savings for the city
 - 8-9-minute average turnaround time once.
 - Happier customers and smoother operations for the City due to efficient route productivity.



- Proximity of the Transfer Station vs. Landfill equates to major turnaround time savings!
 - Approximate time from City of Weslaco (Central) to Transfer Station is 14.25 Minutes – This means there will be improved productivity from your drivers.
 - Approximate time from City of Weslaco (Central) to Edinburg Landfill is about 36.5 Minutes
 - Turnaround time at La Feria Transfer Station is 8-9 minutes – rain or shine.
 - Turnaround time at Edinburg Landfill is 25 minutes (Best Case) and can be hours long during inclement weather. The City of Weslaco has already experienced this.

Taking in to account the savings on travel and turnaround times, the city will save an average of 60 minutes (rounded down) per landfill trip. So, if a truck makes two trips per day, they save 2 hours per day and if a truck makes 3 trips per day, they can save up to 3 hours per day.

Further benefits of using Republic Service's La Feria Transfer Station or our well-maintained and well compacted La Gloria landfill include the reduction in truck damage, maintenance, and less exposure to liability.

- We are our own biggest customer and for this reason, the design & layout and maintenance of both facilities have been carefully constructed to provide efficiency and quick turnaround. Further, due to the concrete and paved roads at our La Feria Transfer Station and the meticulous maintenance and upkeep of our La Gloria landfill we provide "all-weather" accessible roads which enhance safety for our drivers and your drivers and further aides in the following:
 - Prolonging the lifespan of your trucks which further helps in keeping maintenance costs down.
 - Less safety risk by reducing the number of hours/miles driven.
 - Reduction in the number of flat tires - a common problem when dumping at a poorly operated landfill.
 - Reduction in the amount of damage to truck suspension and suspension components (i.e., shocks, springs, etc.).
 - Drive trains will not be wrapped in debris like wires or mattress springs (see pictures attached).
 - No mud delays to worry about which can cause routes to fall behind quickly.
 - Happier drivers as they can operate efficiently and safely!

As demonstrated by Republic Services while servicing the City and as referenced above, there are many benefits to having Republic Services as the provider of choice for the City of Weslaco's solid waste needs. Thank you in advance for the opportunity to serve the City of Weslaco.

Please let me know if you require clarification on any of the items listed above or the photos on the following pages.

Sincerely,

Rey Carrillo
Municipal Sales Manager
Republic Services

Our La Feria Transfer Station



Significant cost Savings!!!

- Greatly improve productivity due to reduced travel time for disposal.
- Faster turnaround times within facility. Our current average is 8 minutes
- Reduces need for additional equipment due to faster turnaround times
- No mud delays since the entire process takes place on concrete
- Reduced flat tires due to the fact that drivers do not have to drive on landfill trash
- Drivetrains are not wrapped up with debris such as wire, mattress springs, etc...
- Truck suspension is not beat up on bumpy landfill terrain
- Happier customers due to increased productivity
- City of Weslaco drivers will appreciate the safe, clean, and efficient operations of the site
- Trucks stay cleaner without landfill dust/mud which extends wash times

Landfill Issues that Affect Time and Cost Money



Flat Tires or Mud Delays



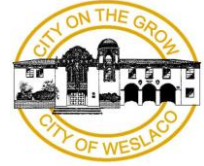
Mud Delays

Suspension Damage



Damaged Brake Lines

Wire Wrapped Suspension



Disposal and Processing Facility Information

Republic will utilize the facilities in the following chart for disposal and processing of materials.

City of Weslaco collection vehicles will empty their loads at our state-of-the-art Transfer Station located in La Feria Texas. Transfer trailers will then transport the waste to our La Gloria Ranch Landfill. This site was opened in September of 2013 and consists of 2,075 acres of which 518 acres are permitted to receive trash.

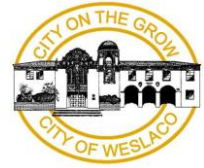
Utilization of Republic's own facilities will have a stabilizing effect on rates over the term of the *Agreement* since Republic will have a larger measure of control over the operating efficiencies and therefore the processing/disposal cost components of customer rates.

In addition to guaranteed processing, other benefits of the utilization of Republic-owned facilities include:

- Substantive protection from environmental liabilities.
- Quick turn times... currently averaging 8 minutes at our La Feria Transfer Station.
- Complete and accurate tonnage reporting due to Republic's ability to maintain control over the flow of materials through its disposal and processing infrastructure.

Facilities were chosen based strictly upon:

- Efficiency/miles driven: Republic always seeks to minimize its carbon footprint.
- Diversion: In keeping with parent company Republic Services drive to be environmentally responsible and to leave a smaller carbon footprint. Collection, transportation, and processing system design revolve primarily around generating optimal landfill diversion in the most efficient manner.



Transfer Station

**La Feria Transfer Station
¼ Mile North of Exp. 83 on Solids Rd.
La Feria, TX 78559**

La Feria Transfer Station will accept MSW and Special Waste





Republic Services Landfill

**La Gloria Ranch Landfill
23485 N. Moorefield Rd.
Edinburg, TX 78541**

Republic Services Landfill will accept MSW and Special Waste





Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5165
From:		
Subject: Discussion and consideration to approve change order #1 with Alvarado Architects & Associates, Inc. in the amount of \$13,500 for a site plan of the Recycling Building Renovations project, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)		
Background: Alvarado Architects & Associates, Inc. is pleased to submit our fee proposal to the City of Weslaco for the Recycling Building Renovations project, located in Weslaco, Texas, Hidalgo County, for Additional Civil Engineering Services. The Additional Civil Services will be coordinated by Alvarado Architects & Associates, Inc. as part of our original contract. The Additional Civil Engineering Services will consist of parking, access around the site, and coordination with the new fuel station and wash station.		
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):		
David Arce Pete Garcia ANDREW MUNOZ		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: Alvarado Change Order Memo 2022, Ltr-Fee_Proposal Addtl Civil Services_COW Recycling Bldg Reno-021122		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: March 1, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: ADDITIONAL CIVIL SERVICES RECYCLE BUILDING

Cc: Andrew Muñoz, Interim City Manager
Vidal Roman, Finance Director

Public Works Department (Solid Waste Division) is requesting approval Alvarado Architects & Associates, Inc. in the amount of \$13,500 for topography and on site improvements for drainage and parking.

Additional Civil Engineering Services. The Additional Civil Services will be coordinated by Alvarado Architects & Associates, Inc. as part of our original contract. The Additional Civil Engineering Services will consist of parking, access around the site, and coordination with the new fuel station and wash station.

The parking lot paving and all grading work will be completed by on streets department staff.

Staff Recommends Approval.

February 11, 2022 *Additional Civil Services*

Mr. Andrew Munoz, Interim City Manager
City of Weslaco
255 South Kansas Avenue
Weslaco, Texas 78596

RE: Fee Proposal Letter for the City of Weslaco – Recycling Building Renovations Additional Civil Engineering Services

Dear Mr. Munoz,

Alvarado Architects & Associates, Inc. is pleased to submit our fee proposal to the City of Weslaco for the Recycling Building Renovations project, located in Weslaco, Texas, Hidalgo County, for Additional Civil Engineering Services. The Additional Civil Services will be coordinated by Alvarado Architects & Associates, Inc. as part of our original contract. The Additional Civil Engineering Services will consist of parking, access around the site, and coordination with the new fuel station and wash station.

BASIC SERVICES FOR SCOPE OF WORK:

1. Topographic Survey – Documenting existing conditions on the site, establishing the metes and bounds of the site, existing topography, location of utilities, grades, contours, easements, setbacks, and finish floor elevations.
2. Design / Construction - this Scope will include preparing plans and specifications for On-Site Improvements consisting of site utilities, pavement, and drainage throughout the site. The set of plans will include existing conditions, utility layout, drainage plan, erosion and sediment control plan and details.

COMPENSATION

Alvarado Architects & Associates, Inc. will provide a Survey and full Civil Engineering Services as an Additional Service to our contract as described below:

1. Topographic Survey - \$6,000.00 (paid upon completion of Survey).
2. Civil Engineering Services - \$7,500.00 (paid upon completion of each phase).

Compensation for each phase shall be as follows:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding / Negotiating Phase	5%
Construction Administration Phase	20%

Included in the fee above would be the following consultants:

- a) Surveyor
- b) Civil Engineering

Should Additional Services be desired or hourly billing rates for compensation, it shall be billed at the following rates:

President / Partner	\$250.00 per hour
Vice President	\$225.00 per hour
Associate	\$200.00 per hour
Project Architect	\$150.00 per hour
Project Manager	\$125.00 per hour
Intern / Field Representative	\$100.00 per hour
Administrative Support	\$ 75.00 per hour

Alvarado Architects & Associates, Inc. appreciates the opportunity in allowing us to submit our fee proposal to the City of Weslaco for Additional Civil Engineering Services. We look forward to another successful project with the City of Weslaco. Should you have any questions, please do not hesitate to contact us at 956-464-8258.

Sincerely,

Alvarado Architects & Associates, Inc.



Erasmo Eli Alvarado III
Vice President

Accepted by:

Mr. Andrew Munoz, Interim City Manager
City of Weslaco

Date



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5228	
From:			
Subject: Discussion and consideration to purchase front end commercial bins from Sourcewell vendor Wastequip Manufacturing Company LLC. in an amount not to exceed \$50,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: Requesting approval to purchase 31 new commercial bins from Sourcewell Vendor Wastequip for an amount not to exceed \$50,000. The 8 yd bins will be placed at multifamily complexes so they can lock the bin and control the bigger items from being dumped in the bins, as they will have a small side door to throw the household trash away and not a mattress. The 6 yd ADA will be swapped out at locations that need the capacity but not the height of a typical bin. Originally the initial order was bid out and Wastequip was the low bid, as we need to reorder bins, we are recommending the same vendor. Budget amendment will be needed for this purchase and will be presented during the mid-year budget amendments presented by Finance.			
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):			
David Arce Pete Garcia ANDREW MUNOZ		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Approval			
Attachments, if any: WASTEQUIP REORDER Memo 2022, City of Weslaco - WASTEQUIP QUOTE (6 8 YDS)			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: March 1, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: WASTEQUIP – COMMERCIAL BINS

Cc: Andrew Muñoz, Interim City Manager
Vidal Roman, Finance Director

Public Works Department (Solid Waste Division) is requesting approval to purchase 31 new commercial bins from Sourcewell Vendor Wastequip in the amount not exceed \$50,000. The 8 yd bins will be placed at multifamily complexes so they can lock the bin and control the bigger items from being dumped in the bins, as they will have a small side door to throw the household trash away and not a mattress. The 6 yd ADA will be swapped out at locations that need the capacity but not the height of a typical bin. Originally the initial order was bid out and Wastequip was the low bid, as we need to reorder bins, we are recommending the same vendor. Budget amendment will be needed for this purchase.

Staff Recommends Approval.



100 East Industrial Park Blvd, Beeville, TX,
78102

PHONE: 800-242-0122 FAX: 361-358-0418

WQ-10223848

Sourcewell

Awarded Contract

Contract # 040621-WQI

Sell To:

Contact Name	David Arce	Ship To Name	City of Weslaco
Bill To Name	City of Weslaco	Ship To	255 S Kansas Ave
Bill To	255 S Kansas Ave Weslaco, TX 78596-6158 USA		Weslaco, TX 78596-6158 USA
Email	darce@weslacotx.gov		
Phone	(956) 968-3181		
Mobile	(956) 793-8735		

Quote Information

Salesperson	Olivia Ramirez	Created Date	2/17/2022
Salesperson Email	oramirez@wastequip.com	Expiration Date	3/19/2022
		Quote Number	WQ-10223848
			Please Reference Quote Number on all Purchase Orders

Sourcewell Number 147,623

Sourcewell Address 255 S Kansas Ave

Sourcewell Member City

Type

Product	Product Description	Description	Quantity	Sales Price	Total Price
Container - TX - 125536	6 Cubic Yard Standard Duty Flat Front Load Container - Floor: 10 gauge, Walls: 12 gauge with Horizontal V-Crimps for Added Strength, Doors: (2) 30"x 30" Sliding, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	Max 14 per load	10.00	\$1,289.00	\$12,890.00
Container - TX - 125537	8 Cubic Yard Standard Duty Flat Front Load Container - Floor: 10 gauge, Walls: 12 gauge with Horizontal V-Crimps for Added Strength, Doors: (2) 30"x 30" Sliding, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	Max 9 per load	21.00	\$1,470.00	\$30,870.00
Containers - TX - AUTO SIDE	Lid Lock - Automatic Serious Side Mount, Installed		31.00	\$85.00	\$2,635.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$46,395.00
Shipping Terms	FOB Origin	Shipping	\$2,781.00
		Tax	\$0.00
		Grand Total	\$49,176.00



100 East Industrial Park Blvd, Beeville, TX,
78102

PHONE: 800-242-0122 FAX: 361-358-0418

WQ-10223848

Sourcewell 

Awarded Contract

Contract # 040621-WQI

Special Instructions

Special Instructions PAINTED MAYFAB BROWN.

Additional Information

Additional Terms	Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale , as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.
Additional Information	Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.
Special Contract Information	Pricing is based on Wastequip's Buy Board Contract No.599-19 as awarded on December 1, 2019. Per the terms of the contract, pricing may be amended at any time with proper documentation, and subject to Buy Board approval. Pricing may change without written prior notice.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



Standardized Agenda Request Form

Date of Meeting: March 1, 2022	Agenda Item No. (to be assigned by CSO): 2022-5232
From:	
Subject: Discussion and consideration of the contract with Boultinghouse Simpson Gates for architectural services for the New Library/Library Renovation Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library Department.)	
Background: This initiative continues the process of selecting an architect for our New Library/Library Renovation project. After several meetings with Boultinghouse Simpson Gates (BSG), city administration and BSG were able to come to terms agreeable to both parties as presented within the attached contract. The procurement and delivery method for the project is Plan/Spec/Bid/Build over a 24-month period. Consultants retained under Basic Services are Chanin Engineering (Structural), Halff (MEP), and MSR Design (project programming and interior design). Consultants retained under Supplemental Services are Scott Pajeski, Landscape Architect and Halff (Civil). BSG has been provided with a scope of work and preliminary project program. That document is included in our attachments. Please note that this is a preliminary project program, development of a formal project program is part of the work we will be doing with BSG. The contract outlines compensation for the Architect's Basic Services at 8.75% of the Owner's budget for the cost of the work. Basic services are outlined under Article 3 beginning on page 6. The cost of Supplemental and Additional Services is at cost plus 10%. Supplemental services are outlined under Article 4 beginning on page 12. As owners, the contract does outline some civil engineering and facility survey responsibilities we will need to perform. Civil Engineering and FF&E would be written into the contract as Supplemental Services and done at a cost plus 10% basis. MSR would assist with FF&E as an additional service for which BSG would request reimbursement at Cost + 10%. Architectural Interior Design services are included in our Basic Services. The intention of doing things this way is to allow us to share these roles and to help us keep costs down. There is no initial payment and the proportion of compensation for each phase is estimated in section 11.5. Upgrade of our facility is crucial to the continued success of library services in Weslaco. Currently, we are struggling to use our space efficiently due to a difficult footprint, we have no bathroom connected to our primary facility, and we average building maintenance costs above \$15,000 yearly. That said the library is among the most popular in the region. The community of Weslaco clearly treasures its library, and the upgrade would be invaluable to our community. We are enthusiastic about beginning a partnership with BSG. Following interviews on January 4th, the Commission was asked to rank the top 3 applicants. BSG was selected as the superior of the three applicants. Library staff agreed with the selection of this firm. Contact library administration at	

abecho@weslacopl.us or 956.458.4983 for more information. We are happy to help.		
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:		
Advisory Review, if any (name of board/committee, date of action, recommendation): There has been no advisory review at this time.		
ARNOLDO BECHO ARNOLDO BECHO ANDREW MUNOZ	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation: Library staff recommends approval.		
Attachments, if any: memo - Review of Contract New Library - Library Renovation Project, Preliminary Project Program and Background , B101-2017 - Final - contract with boultinghouse		
Responsibilities upon Approval: Library and City Administration will work with BSG to begin the design phase and continue the project through full execution of the contract.		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

February 18, 2022

To: David Suarez, Mayor; Josh Pedraza, Mayor Pro-Tem; Gregory Kerr, Commissioner; Jose "J.P." Rodriguez, Commissioner; Adrian Farias, Commissioner; Letty Lopez, Commissioner; Leo Muñoz, Commissioner; Andrew Muñoz, City Manager
CC: Martin J. Mata, Vidal Roman, Kayla Pena, Maricarmen Garcia, Omar Rodriguez
Fr: Arnoldo Becho, Library Director
Re: Review of contract for the New Library/Library Renovation Project Architect.

This initiative continues the process of selecting an architect for our New Library/Library Renovation project. After several meetings with Boultinghouse Simpson Gates (BSG), city administration and BSG were able to come to terms agreeable to both parties as presented within the attached contract.

The procurement and delivery method for the project is Plan/Spec/Bid/Build over a 24-month period. Consultants retained under Basic Services are Chanin Engineering (Structural), Halff (MEP), and MSR Design (project programming and interior design). Consultants retained under Supplemental Services are Scott Pajeski, Landscape Architect. BSG has been provided with a scope of work and preliminary project program. That document is included in our attachments. Please note that this is a preliminary project program, development of a formal project program is part of the work we will be doing with BSG.

The contract outlines compensation for the Architect's Basic Services at 8.75% of the Owner's budget for the cost of the work. Basic services are outlined under Article 3 beginning on page 6. The cost of supplemental and additional services is at cost plus 10%. Supplemental services are outlined under Article 4 beginning on page 11. As owners, the contract does outline some civil engineering and facility survey responsibilities we will need to perform. There is no initial payment and the proportion of compensation for each phase is estimated in section 11.5.

Following interviews on January 4th, the Commission was asked to rank the top 3 applicants. BSG was selected as the superior of the three applicants. Library staff vehemently agreed with the selection of this firm. Contact library administration at abecho@weslacopl.us or 956.458.4983 for more information. We are happy to help.

Thank you for the time,

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



EXPANSION AND REMODELING OF THE MAYOR JOE V. SANCHEZ PUBLIC LIBRARY COMPLEX

Scope of Work

The Scope of Work includes but is not limited to, expansion and remodeling of the Mayor Joe V. Sanchez Public Library Complex of Weslaco. The Architecture firm shall, at a minimum:

- Provide a summary of new facility, renovated facility, and combination renovation/new facility options to the City Commission to assist in determination of project direction. **Time is of the essence with regard to this function.** Architect should focus on broad estimates of footprint, price per sqft, and ability to deliver desired functions as outlined within the libraries service goals and **preliminary project program**
- Initially the team will be coordinating closely with the City's Project Manager(s) to develop a program for the Project Implementation. Architects should evaluate the service goals of the library and design a facility capable of meeting those goals for the foreseeable future. The Architect will be responsible for coordination with major stakeholders and Project Manager(s) for the "right sizing" of the structure.
- Initially, the selected firm will need to gather any existing records (e.g. environmental assessments) or documents (e.g. Record Drawings, site surveys, etc.) that indicate existing conditions. These documents will need to be verified by on-site inspection of the premises. The extent of this effort shall be as in-depth and as extensive as is required and necessary to support the design effort.
- Integrate the new facility functionally and architecturally with library requirements;
- Integrate the new facility to be compatible with the Spanish revival architectural style prominent in the downtown;
- Utilize existing infrastructure when advantageous to the project and budget;
- Drive areas requiring sufficient egress/ingress, sufficient approach and departure angles and vehicle flow for disabled vehicles;

- Ensure secure access and control of building and employee parking;
- Ensure sufficient offices and open space layout to serve library functions;
- The Architectural team will provide all services necessary to assess and verify existing conditions; review and verify design standard requirements; MEP commissioning;
- The Architectural team will organize weekly team meetings; provide specifications for furniture, fixtures and equipment (FF&E); signage; provide computer-aided design and drafting (CADD) documentation; prepare bidding documents; provide permitting services;
- The Architectural team will estimate construction costs at each submission; assist with bidding and award activities; value engineering; arrange and conduct meetings; perform construction phase services, coordinate commissioning activities; and assist in the warranty review.
- The selected firm for this project is required to be familiar with and abide by all mandated Federal and State Library facility requirements

Preliminary Project Program

Space sharing and consolidation is encouraged where service will not suffer as a result

- Sufficient community meeting space
 - Currently we have 4 meeting spaces that come in small (Board Room), medium (Meeting Room and Children's Area) and large (Porter Doss). We would like similar spaces as appropriate.
 - Sink facilities should be available in meeting spaces where appropriate.
 - Medium and large sized meeting spaces should be sufficiently equipped to accommodate a mobile computer lab and appropriate presentation functions
 - Virtual conferencing capabilities in all spaces
- Sufficient shelf space. Our collection is currently around 80k books. We want to maintain the same amount of shelf space and collection size. Weeding will compensate for any incoming books.
- Sufficient office space and workspace for:
 - 5 admin staff
 - 4 cataloging staff
 - 9 support staff (frontline clerical and/or programing)
 - Some small staff growth should be accounted for

- Staff lounge
 - Staff restroom
- Service points for Children's, Reference, and Circulation activities
- Self check service point
- Teen Space
 - Gaming station in teen space
- Café: Please accommodate an equivalent facility to what is currently present
- Theatre: **If theatre may be reused**, please accommodate an equivalent facility to what is currently present. **If theatre may not be reused**, we would like to consider inclusion of a facility as an option and weighed against other amenities and functions.
- Computers: from current experience 40 computer stations spread among 3-4 areas should be appropriate. Some computer stations should be located close to Children's, Reference, and Circulation service points. The library will supply the end user computing hardware.
- Server room (main distribution frame) and server closets (independent distribution frame)
- Quiet study space
- General floor seating and workspaces
- Copy, print, fax, and scan station
- Individual study space
- Study rooms, equipped with electrical and internet connectivity. Virtual conferencing capabilities. Five or greater rooms are needed
- AV Makerspace
- Library bookstore facility
- Drive up bookdrop
- Lactation room
- Family bathroom
- Customer water fountains
- Storage upgrade
- Community/library information equipment integrated as appropriate
- Outdoor seating and landscaping
- Outdoor family leisure amenities as appropriate
- Indoor and outdoor art & décor as appropriate
- Other facilities as appropriate and advantageous

Background Information

Weslaco Public Library Community

Weslaco is centrally located within the Texas Rio Grande Valley. Established in 1919, the City of Weslaco was named as an acronym for W.E. Stewart Land Company. Early settlers converted wild brush land into thriving agricultural land irrigated by pump stations and canal systems. Weslaco has grown from a progressive agricultural community to the host of a combination of retail, distribution, and light manufacturing businesses. Weslaco has a vibrant arts and culture community which enriches the quality of life for residents.

Statistics according to the U.S. Census 2020 estimates:

Population 40,161

Population under 18 years of age = 33%

Population over the age of 65 years = 13.7%

Median household income = \$45,060

Poverty rate = 24.4%

Mean travel time to work = 25.5 minutes

Households with a computer = 88.8%

High School graduate = 74.3%

College degree or higher = 21.3%

Persons without health insurance = 23.8%

Percentage of disabled under 65 years of age = 10%

Race - Hispanic = 89%, White = 9.2%

Median home value = \$83,900

Median rent = \$709 per month

Data from the U.S. Census shows Weslaco has a young and growing population. The cost of living is relatively low. However, the report also indicates Weslaco has a higher rate of poverty and lower than the State of Texas or nationally. Using this data, the

library should invest more in providing programs for children and teens as well as programming that would assist residents with workforce development.

The Hidalgo County Library System (HCLS) divides the county population among the 13 libraries. Weslaco's service population share is 57,148 and growing rapidly.

Library Mission Statement

The Mayor Joe V. Sanchez Public Library seeks to provide the citizens of Weslaco and the surrounding community with the appropriate service, information access, social atmosphere, and cultural setting that is merited of a Library within this community.

Service Goals and Objectives

The goals developed for this statement of goals and objectives emphasizes these service responses and track key areas measured by the Texas Public Library Standards (the *Public Library Standards*) accepted by the Texas State Library and Archives Commission on August 2, 2004. Levels of service identified and described in the *Public Library Standards* are noted where appropriate.

Broad Goals

- To be a regional leader regarding the quality and quantity of our physical and electronic collection.
- To provide a welcoming environment to the citizens of Weslaco and the surrounding community.
- To provide the community with a variety of services, both traditional and cutting edge.
- To provide the community with the information they need and desire.
- To serve as an arts, cultural, and social center for the community.
- To use the aforementioned goals as a vehicle for improving all types of Literacy
- To improve the quality of children's programming and overall marketing of library events.
- To remain above 5.5 visits per capita. This number is among the highest within the State for our population group and above the 90th percentile among Texas libraries.
- To average above 63 hours open per week. This number represents just above the median hours open per week with respect to Texas public libraries within our population group

- To improve to 0.6 program attendances per capita. This number is among the highest within the State for our population group and well above the 90th percentile among Texas libraries.

Specific Goals

Goal One: The library connects Weslaco residents to their community.

1.1 Raise awareness of the library by:

- Working closely with the City's Public Information Department to distribute information about the library to residents, schools, media, and newcomers to Weslaco.
- Continue or develop communications in social media, newsletter, or monthly column in the local newspaper

1.2 Connect Weslaco residents with their community by:

- Offering programs that will bring neighbors together to participate in fun, interesting, and educational activities.
- Providing an atmosphere of living room-like with flexible meeting spaces.

Goal Two: Expand library services

2.1 With an expansion/renovation/or new library in process, ensure it contains:

- Comfortable seating
- Natural light
- Areas for formal and informal meetings
- Areas for programming for adults, teens, and children
- A separate area for children's programming and materials
- A separate area for teen programming, materials, and furniture

2.2 A expanded list of programs should also be available at the opening of the new/renovated facility.

- Invest in more programming staff to ensure program quality remains high
- Concentrate on creating programs and classes for popular topics such as technology, health and wellness, book clubs, hobbies, clubs, and arts and culture

Goal Three: Ensure the Weslaco Public Library remains a welcoming place for all.

3.1 Accessibility can be addressed by:

- Making sure the building is fully American Disabilities Act (ADA) accessible.
- Ensure there are indoor restrooms and restrooms that are gender neutral.
- Ensure there are baby care stations for breastfeeding mothers with a changing station
- Provide diapers, feminine hygiene products, and adult incontinence products for free
- Automatic doors for restrooms

3.2 Make the library a destination by:

- Offering arts and cultural events - concerts, art exhibits, and permanent public art
- Using programs as a draw for specific portion of the population, e.g., programs for children, teens, civic organizations, and clubs
- Coffee shop
- Incorporate space for rotating art exhibits from local artist
- Partner with the Weslaco History Museum to display some of their artifacts
- Creating a culture of “yes” in which programming and services are created by listening and responding to the community and community partners
- Develop and utilize outdoor space for the community to enjoy
- Creating a recording/video studio to be used by the public
- Offer a maker space for the public to design and create crafts

Goal Four: Meet the continually evolving technology needs of the Weslaco community.

4.1 Keep the library collection and programs readily accessible by:

- Continuing to provide an easy, attractive, up-to-date, and secure online catalog and website
- Adding online capabilities for patrons, such as fine-paying, library card and account updates, and text messaging communications
- Add self-check terminals

4.2 Since 88% have a computer in their home and most patrons have a smartphone or other electronic device, the library should provide:

- Strong Wi-Fi throughout the interior and exterior of the building
- Easy access to power and USB ports
- Wireless connections to library printers, scanners, copiers, and fax machines

- Continually evaluate the demand for public computers

4.3 Reinforce the library's role as technology hub for the entire community by:

- Continuing to review and update the Weslaco Public Library's Technology Plan
- Providing high quality audiovisual equipment, the public can utilize in meeting/study rooms as well as the theatre
- Investing in staff technology training
- Offering tech programs and/or classes
- Equipping the new studio and maker space with equipment and software of particular interest to patrons
- Increasing e-holdings in the collection

Goal Five: Provide up to date and popular reading materials to the residents of Weslaco by:

5.1 Patrons have access to works of popular and bestselling titles in electronic and physical formats

- Purchasing all bestsellers of the New York Times bestseller list
- The collection will be weeding on an annual basis using the CREW Manual provided by the Texas State Library and Archives Commission

5.2 Patrons have access to internet and full-text

Goal Six: Create and develop a professional work environment at the library.

6.1 Increase professionalism by:

- Ensuring staff are trained in the mission and goals of the City and library
- Ensuring staff are trained on customer service best practices
- Encouraging continuous improvement plans for all programs and services
- Providing training opportunities that are readily available to staff
- Improving communication through regular staff meetings and communiques to staff
- Developing new policies and procedures with staff involvement



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Weslaco
255 S. Kansas Ave
Weslaco, TX 78596
(956) 968-3181

and the Architect:
(Name, legal status, address and other information)

Boultinghouse Simpson Gates Architects, Inc.
3301 N. McColl Road
McAllen, Texas 78501
(956) 630-9494

for the following Project:
(Name, location and detailed description)

Joe V. Sanchez Public Library
Weslaco, Texas
Alterations and Addition to the existing building.

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

.1 – See Exhibit #1: Preliminary Project Program – "Scope of Work"

2 – See Exhibit #2: Initial Notes for an Assessment of the MJVSPL, by Eric P. Lashley

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See Exhibit #4: Aerial Photo: Site of Proposed New Library Building

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Seven Million, Five Hundred Thousand (\$7,500,000) Dollars

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Programming & Schematic Design
Design Development
Construction Documents
Bidding & Contracting
Construction Administration

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Plan/Spec/Bid/Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Andrew Munoz – City Manager
Arnold Becho – Library Services Director

~~§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:~~

~~§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:~~

~~*(List name, address, and other contact information.)*~~

~~*(List name, address, and other contact information.)*~~

NA

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Robert S. Simpson, AIA – Vice-President
3301 N. McColl Road
McAllen, Texas 78501
P: (956) 630-9494
email: bobs@bsgarchitects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Consulting Architects:

MSR Design
510 Marquette Avenue South
Suite 200
Minneapolis, MN 55402
(612) 375-0336
Contact: Matthew S. Kruntorád

.2 Structural Engineer:

Chanin Engineering, LLC
400 West Nolana Ave., Suite N-2
McAllen, TX 78504
(956) 687-9421
Contact: Miguel Chanin

~~.2 Mechanical~~.3 Mechanical, Electrical & Plumbing Engineer:

Halff Associates, Inc.
5000 West Military, Suite 100
McAllen, TX 78503-7746
(956) 664-0286
Contact: Trey Murray

Init.

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

.1 Civil Engineer:

Halff Associates, Inc.
5000 West Military, Suite 100
McAllen, TX 78503-7746
(956) 664-0286
Trey Murray

.2 Landscape Architect: Scott Pajeski

789 East Washington Street
Brownsville, Texas 78520
(956) 607-7573
Contact: Scott Pajeski

§ 1.1.12 Other Initial Information on which the Agreement is based:

.1 Exhibit #2 – Preliminary Project Program – “Scope of Work”

.2 Exhibit #3 – “Initial Notes for an Assessment of the MJVSPL”, by Eric P. Lashley

.3 Exhibit #4 – Aerial Photo: Site of Proposed New Library Building.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;

- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services

Responsibility

(Architect, Owner, or not provided)

Architect / Owner

§ 4.1.1.1 Programming

§ 4.1.1.2 Multiple preliminary designs

§ 4.1.1.3 Measured drawings

§ 4.1.1.4 Existing facilities surveys

§ 4.1.1.5 Site evaluation and planning

§ 4.1.1.6 Building Information Model management responsibilities

§ 4.1.1.7 Development of Building Information Models for post construction use

§ 4.1.1.8 Civil engineering

§ 4.1.1.9 Landscape design

§ 4.1.1.10 Architectural interior design Interior Design

§ 4.1.1.11 Value analysis

§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3

§ 4.1.1.13 On-site project representation

§ 4.1.1.14 Conformed documents for construction

§ 4.1.1.15 ~~As-designed record drawings~~

§ 4.1.1.16 As-constructed record drawings

§ 4.1.1.17 Post-occupancy evaluation

§ 4.1.1.18 Facility support services

§ 4.1.1.19 Tenant-related services

§ 4.1.1.20 Architect's coordination of the Owner's consultants

§ 4.1.1.21 Telecommunications/data design

§ 4.1.1.22 Security evaluation and planning

§ 4.1.1.23 Commissioning

§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3

§ 4.1.1.25 Fast-track design services

§ 4.1.1.26 Multiple bid packages

§ 4.1.1.27 Historic preservation

§ 4.1.1.28 Furniture, ~~furnishings~~, furnishings and equipment design

§ 4.1.1.29 Other services provided by specialty Consultants

Architect

Owner

Part 1 Site Clearing by Owner, Part 2 New Sitework by Architect & Civil Engineer = Half Associates

Architect

Basic Services

Architect

Basic Services

Basic Services

Contractor

Architect's Consultant

Architect's Consultant

Architect's Consultant

Architect - TBD

Owner

Architect

Architect

Init.

§ 4.1.1.30 Other Supplemental Services

<u>4.1.1.31 Topography Survey</u>	Owner
<u>4.1.1.32 Document Reproduction</u>	Architect – Reimbursed
<u>4.1.1.33 TDLR / ADA</u>	Architect – Reimbursed

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.1 – Programming: Site Visit by Consultant to survey existing facility: Collection, Programs, Equipment, for the fee of \$28,000 plus reimbursable expenses. See attached proposal dated 2/24/2022.

4.1.1.3 – Measured Drawings: For documentation of existing building conditions: 1) South exterior wall of old historic Fire Station; 2) South Exterior wall of Porter Doss building; Hourly Fee Basis with a not-to-exceed maximum fee of Five Thousand (\$5,000.)

4.1.1.8 – Civil Engineering:

Part 1: By Owner: Existing Site Surveying, Demolition, Utility Relocation. Street Modifications and Site Preparation

Part 2: By A/E Team: New On-site Improvements, i.e., parking, driveways, utility extensions, drainage/detention, etc.

4.1.1.9 – Landscape Design: Additional Services of Consultant (Scott Pajeski) at Cost Plus 10%

4.1.1.12 - Detailed cost estimating beyond that required in Section 6.3: If requested by Owner, Architect will provide Additional Services of Consultants at Cost Plus 10%.

4.1.1.21 - Telecommunications/Data Design: Additional Services of Consultant (Halff) at Cost Plus 10%.

4.1.1.22 - Security Evaluation and planning: Additional Services of Consultant (Halff) at Cost Plus 10%.

4.1.1.23 – Commissioning: HVAC & Electrical Systems: Additional Services of Consultant (Halff) at Cost Plus 10%

4.1.1.26 - Multiple Bid Packages: If required, shall be incorporated into this agreement by contract amendment.

4.1.1.28 - Furniture, furnishings and equipment design: Additional Services of Consultant (MSR) at Cost Plus 10%.

4.1.1.29 – Other services provided by Specialty Consultants:

Theater Consultant for Acoustics: Cost Plus 10%

Electrical Engineer for Theater Lighting: Cost Plus 10%

Structural Engineer: Existing building surveys: Fire Station & Porter Doss Building/Brought Theater

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.1.4 - Existing Building Surveying

4.1.1.8 – Civil Engineering

Init.

4.1.1.27 – Historic preservation

4.1.1.31 – Topographic Survey

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional

Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated

as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

TBD

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

TBD

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight and three-fourths (8.75%) Percent) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

TBD

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

At Cost plus Ten (10%) Percent

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Fifth teen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
<u>Project Architect</u>	<u>\$150/hour</u>
<u>Staff Architect</u>	<u>\$125/hour</u>
<u>Technician Level I</u>	<u>\$75/hour</u>
<u>Technician Level II</u>	<u>\$65/hour</u>
<u>Administrative</u>	<u>\$50/hour</u>

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures. TDLR – ADA Submission and Review, Document Reproduction

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

% Prevailing Interest in Hidalgo County

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in

the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

(Insert the date of the E203-2013 incorporated into this agreement.)

- ~~.3~~ .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

X

~~[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)~~

~~[X]~~ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .2.1 Exhibit #1 – Accord Form Certificate - Professional Liability Insurance.
- .2.2 Exhibit #2 - Preliminary Project Program – “Scope of Work”
- .2.3 Exhibit #3- Initial Notes for an Assessment of the MJVSPL, by Eric P. Lashley
- .2.4 Exhibit #4 – Aerial Photo: Site of Proposed New Library Building
- .2.5 Exhibit #5 - Proposal from MSR, dated 02/24/2022, for Programming Phase additional services.
- ~~.4~~ .3 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

(Printed name, title, and license number, if required)

TX. LIC. # 8355

Init.



Policy Number:

Date Entered: 10/21/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, TX 75080	CONTACT NAME:	
	PHONE (A/C, No, Ext): () - - -	FAX (A/C, No): () - - -
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Aspen American Insurance Company	
	NAIC # 43460	
INSURED Boultinghouse Simpson Gates Architects, Inc. 3301 North McColl Road McAllen, TX 78501	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Liability			AAAE100772-02	05/16/2021	05/16/2022	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is subject to all policy terms, conditions, exclusions and endorsements.

CERTIFICATE HOLDER**CANCELLATION**Boultinghouse Simpson Gates Architects, Inc.
3301 N. McColl Rd.
McAllen, TX 78501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Initial Notes for an Assessment of the Mayor Joe V. Sanchez Public Library by Eric P. Lashley, CTLS, Inc.

I visited the Mayor Joe V. Sanchez Public Library in Weslaco, TX on Thursday, August 19 and Friday, August 20, 2021. I was able to interview the following staff members: Arnoldo Becho Jr., Martin Mata, MariCarmen Garcia, Kayla Pena, Patti Avila, Raquel Echeveria, and Avanly Gonzalez. I also spoke with Mike Perez - City Manager, Omar Rodriguez - Director of Parks and Recreation, and Sheila Shidler- Executive Director of the Weslaco Museum.

Below are my notes from a checklist I had developed. My checklist begins with the exterior of the building. I have photos of most of the areas mentioned.

Building construction date: 1986

Exterior Architecture Style: The style is compatible with the downtown area. There are wonderful examples of Spanish revival and Spanish mission style architecture in the surrounding buildings. The former City Hall is a beautiful building which the City uses in their logo. It is the desire of the City to maintain the Spanish architectural influences in any new construction.



The font used for the name of the building is unique but has not been adopted in other marketing materials used by the library. The entrance to the building is somewhat hidden.



Landscaping: Nice trees. Plantings in the plaza area are very nice.

Clean or trash?: For the most part, the landscaping was clean. There was some trash in the grass, but overall the landscaping appeared to be in good shape.

Parking lot: The parking lot is a good distance from the front door. There is on street parking, but there is limited parking for patrons with mobility issues.



Was the library easy to find?: Yes, the library was easy to find, but the entrance is somewhat hidden.

First impressions of the exterior: The building is attractive, but has few windows. The plaza is very nice, but I feel it could use some fans. The temperature was near 100 degrees the days I visited and although the roof provides shade in the seating areas, I feel fans would be

appreciated. I felt the location of the Coke vending machine was a bit out of place.

Recommendation: add exterior fans



Exterior bookdrop: There was an exterior bookdrop next to the parking lot. **Recommendation: add drive-up bookdrop off the alley, so that patrons can drop books and other materials directly into the building.**

Bike racks: Yes, there were adequate bike racks. However, there was a bike rack near the bookdrop that seems to be out of place.

Sculptures: None. The only sculptural element was the fountain in the plaza and an old fountain (out of order) on the theater building. **Recommendation: add exterior sculptures.**

Pedestrian friendly?: Yes, the library complex is in an excellent location. Kansas Avenue is not a high traffic/high speed street.

Shade: Yes, the plaza provides adequate shade. The benches and exterior tables were in good condition.

Trash cans: I noticed the recycling bins and trash cans as I walked into the vestibule. Not a good first impression upon entering the library. There seemed to be adequate trash cans within the library. **Recommendation: move the recycling bins out of the vestibule and create a cleaner entrance into the library.**



Outdoor seating: As mentioned, there was adequate seating in the plaza.

Outdoor signage: The name of the building is prominently displayed. Other signage is inconsistent in font styles and some are in need of replacement.



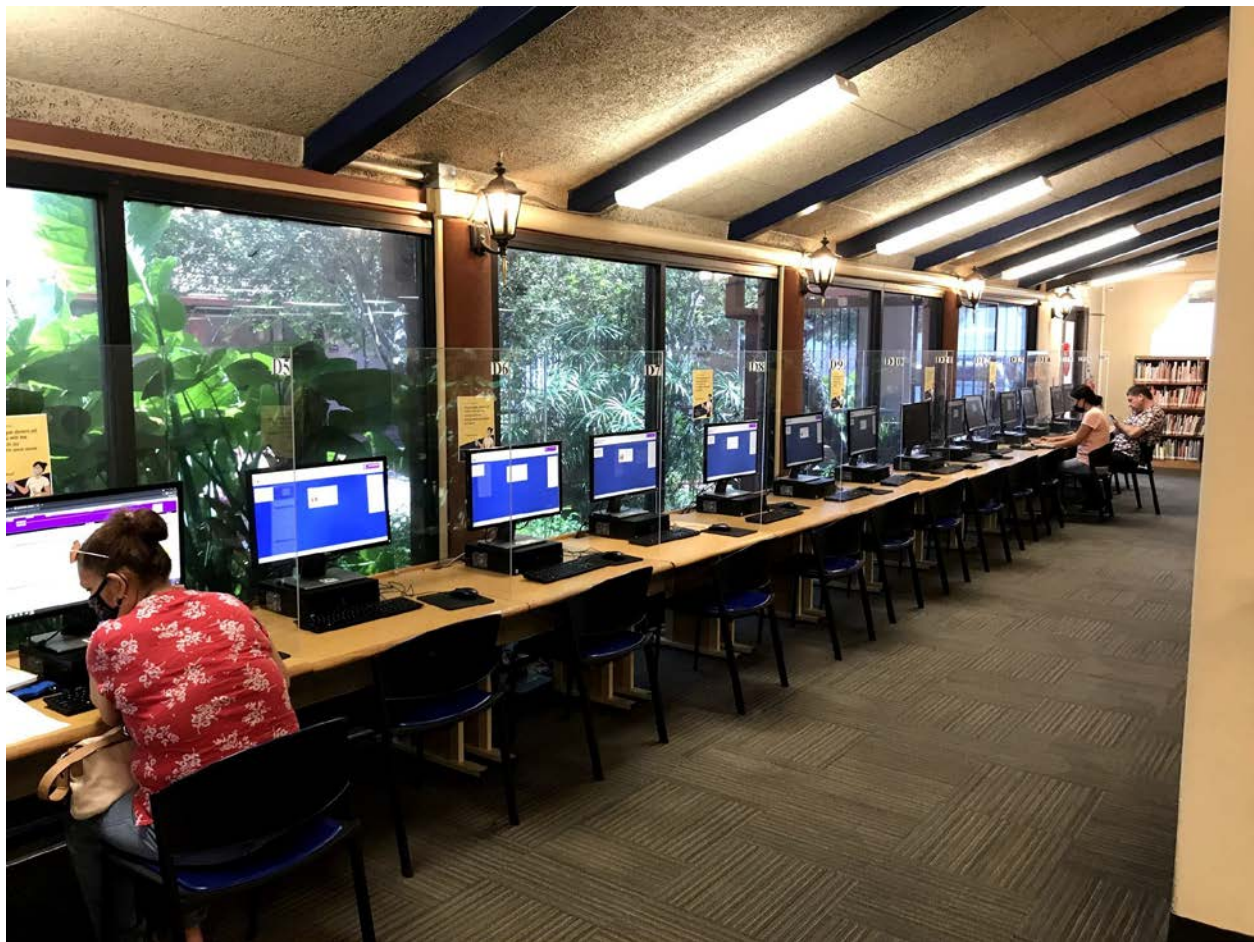
Signage for parking lot: Not all that clear, but it was not hard to find the parking lot. It is quite a distance from the front door.

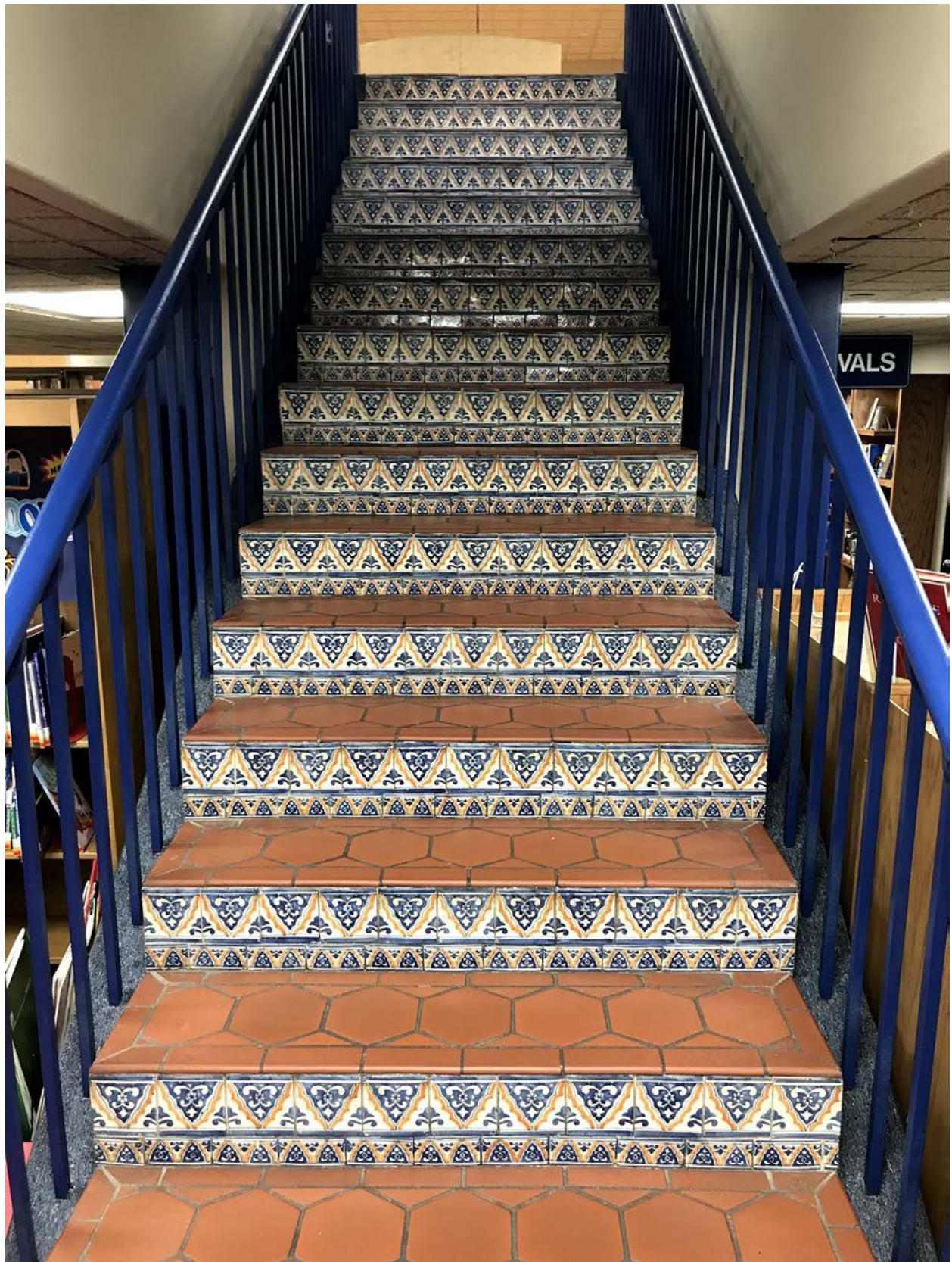
Signage on front doors: hours of operation?: Yes, the hours of operation were clearly marked on the front door. There was also a calendar of events posted in the vestibule and in the plaza.

Lobby: To the right of the security gates, there was a strange collection of materials. To the right there is the book on CD collection. After passing through the security gates, the circulation desk is easily accessible. Directly to the left of the security gates stands a podium and a display table. Both seem to be out of place. I assume there was a gap in the security gates and these objects were placed to keep patrons from going around the gates.



First impressions of the interior: It was a very sunny day, but as soon as I walked into the library the lighting was very dark. There is inconsistent lighting throughout the building. There is little natural light. Many of the windows are heavily tinted. There are both fluorescent lights and yellow bulbs that provide inadequate lighting for the patrons. Additional lighting was added to the tops of some shelving units to help elevate the lack of light. There are exterior lamps at the public computer space that provide inadequate lighting. The ceilings are very low in the computer area and children's space. I did appreciate the charging station and ceiling fans. I also really liked the tile throughout the building. I would encourage the new facilities continue to use the tile. **Recommendations: have consistent LED bulbs that produce white light and higher ceilings in the new building.**





How does the library smell?: In certain locations within the building there was a slight moldy smell. I noticed in the boardroom and reference desk areas that the library had installed air fresheners. I assume the air fresheners are to cover the smell of mold. **Recommendation: the HVAC system should be upgraded to better control the humidity in the building.**

Is the library welcoming? Fun? Serious?: The staff that I met were very friendly and helpful. The building did not fit the personality of the staff. The staff I met were passionate about the service they provide to the public. I could tell the staff were trying to maximize the use of the current building. In the end, the staff were placing band-aid after band-aid on a dated building. The current library is a 1986 building that does not fit the needs of a 21st century library. The building is not exciting or fun. The design is completely outdated. **Recommendation: Create a modern library that reflects the personality of the staff and creates a fun and dynamic 21st century building that moves away from a book centric model to a space for the community to gather.**

Interior signage: Mixture of permanent signage and paper signage. It was very difficult to figure out the layout of the various collections. The graphic novels are in two different buildings. There is no directory or map of the library for visitors. It was difficult to ascertain the location of the public restrooms. When I found restrooms, they were marked as staff only. I had to ask a staff member for the location of the restrooms and were told they were in the plaza. There was an old sign in disrepair in the plaza directing me to the restrooms.

Display cases: There were a few display cases located on the first floor. As mentioned, a display table was used as a barrier next to the security gates.

Information kiosks: There were a few information bulletin boards and calendars of events posted throughout the complex.

Information Digital Displays: There was a digital flat screen display located behind the circulation desk. **Recommendation: Have several digital displays throughout the building. Create a digital wall in the new facility.**

Interior Bookdrop: Yes, located centrally in the circulation desk.

Restrooms - cleanliness: As mentioned, I had a difficult time locating the restrooms. The restrooms were inadequate for a 21st century library. I have visited hundreds of libraries in my career, and I have never seen public restrooms located outside the main library. The staff restrooms were also inadequate. I was surprised to see carpeting on the walls within the restrooms. The men's restroom did not have a changing station. There was not a family or gender-neutral restroom. **Recommendations: There should be multiple public restrooms located on every floor and a family/gender neutral restroom located in a new children's library. The restroom in the children's restroom should have low toilets and sinks designed for children.**

Staff restrooms should only be in a staff area behind closed doors. I would recommend adding showers to the staff restrooms for staff who may wish to bike to work or exercise during their lunch hours.



Circulation Desk: The circulation staff seemed helpful. The staff could see patrons approaching. Recommendations: The circulation manager's desk is in the circulation desk work area. The future design should allow this manager privacy, but perhaps a one way window to observe when they are needed at the circulation desk, but not visible to the patrons.

Reference Desk: The glass installed due to COVID 19 made it difficult to communicate with the reference staff. The staff were very nice and helpful. I did notice an interaction I would like to bring up in terms of customer service. I observed an incident in which a woman was confused as to where she was supposed to pick up her Interlibrary Loan (ILL) book. When I discussed the incident with the staff, it seems the reference staff handles the requests for ILL and handles the circulation. I think it is very common for the reference staff to handle requests for ILL, but it is uncommon for patrons to pick up materials at the reference desk. Recommendation: Have all transactions/checking out of materials handled at the circulation desk. The current system is confusing to patrons.

ADA Compliance: There were only a few times in which there seemed to be an issue with ADA accessibility.

Children's Room: There is a children's space, but there is not a separate children's room. The room is next to the public computers and the space is inadequate for programming. Every staff member I spoke with felt the children's room should be the major focus of any new facility. The Family Place materials were not present in the children's room. **Recommendation: Make the children's space the priority for the new library. Create a separate children's room in the new library that provides space for the Family Place materials, an arts and craft area, a ceiling mounted projector and screen for movies, and other fun tactile activities.**



Noise levels: The days I visited, the library was very quiet. After speaking with the staff, it seems the library has not fully recovered to its pre-pandemic levels of use. Unfortunately, this is common. However, after speaking to the staff, I got the sense that the staff wanted the library to be a noisy (within reason) library with lots of activities for the community. The desire was to turn the library into a community gathering space.

Cafe or food: I was surprised to see the beginnings of a cafe. I was told the cafe was a joint venture with the school district. However, COVID put a stop to the cafe. **Recommendation: I have experience managing a library with a successful cafe. The City should keep in mind that most new restaurant ventures fail. I would recommend the City lease space to a private vendor**

and the space should be designed with the overall theme of the new building and not an afterthought.



Teen Area: None. However, there was space in the Porter Doss building which was used for teen programming after school. However, even though the Porter Doss building provides a large space for programming, there was nothing specific that reflected that it was a designated teen space. **Recommendation: I would make a Teen Space a priority in the new library. If a cafe space is included, the Teen space should be near the cafe. The space should include video games, computers, furniture which can be rearranged, and a space to create art.**

Another feature I would recommend in a new facility is a recording studio for video and audio which can be utilized by the employees and the public. Virtual programming will continue after the pandemic. A studio for the public would be a great addition to a new facility.

Public Access Computers: I was very impressed with the number of public computers. They were in multiple areas within the library. However, I think the library could reduce the number in

the future and dedicate more room for other amenities such as study rooms, conference rooms, meeting rooms, and other community gathering spaces. **Recommendation: reduce the number of public computers and have public computers in a few locations: a location for adults, a few computers in a new children's room, and a few in a new Teen area.**



Self-check computers: None. **Recommendation: More than 50% of your circulation should be done through self-check in the new facility. Self-check systems save staff time and resources. Staff should be utilized to provide in-depth service to patrons. Many patrons will prefer to check out their own materials.**

Staff Offices: The offices I saw were adequate. I noticed walls had been added over the years, but did not go all the way to the ceiling due to fire code.



Staff work areas: Inadequate. There was know centralized staff work area. There were multiple offices. Due to fire codes, there were walls that did not extend to the ceiling. Staff offices were split between floors. Cataloging was taking place in the Porter Doss building.

Recommendations: Create a centralized staff work area separate from the public areas. Staff should have individual cubicles to work and store personal items. A staff conference room for staff meetings should also be included in the staff space along with staff restrooms. I would limit the number of offices with walls. Walls limit future flexibility but a large open space allows for growth and flexibility.

Conference rooms: There was only one conference room (the boardroom). This was available to the public with approval from a supervisor. Recommendations: Provide additional conference rooms for the public in a future facility.

Study rooms: There were only two study rooms. Recommendation: Add as many study rooms to seat four individuals each equipped with a white board and a flatscreen monitor.



Meeting room: There was only one meeting room located in the theater building. The meeting room accommodates 88. The meeting room was very humid and had the smell of mold. The projector and screen were inadequate for the size of the room.

Recommendation: Add meeting rooms to the main library area.



Staff Breakroom: Sparse and inadequate. There was little space for the staff to take a break, each lunch, and talk with their fellow co-workers. **Recommendation: Have an adequate sized breakroom that can accommodate the needs of the staff. Additional space may be needed for an additional refrigerator and ice machine to assist with large children's programs. The breakroom should be located within the new staff work area. A small separate room may be needed as a meditation room or room for mothers who may need privacy to pump breast milk.**



Storage closets: Limited. It seemed the staff were using the theater for many of their storage needs. **Recommendations: Add as much storage as possible near the activity. Children's items should be stored in the children's room.**

Janitor's Closet: Located in the plaza next to the restrooms. **Recommendations: I would place the janitor's closet in a future staff work area. I would include a small janitor's closet on the second floor. All functions should be centralized in the main library space.**

History Room: None. I would not recommend a history room.

Lighting: As previously mentioned, the lighting is inadequate.

Furnishings: There is a mixture of furnishings. Some are very dated. **Recommendation: Order all new furnishings. Reduce the number of large tables and study cubicles and allow for patrons to arrange the furniture themselves to create their own spaces. Allow food and drink. Have booth seating in the Teen space and cafe area. Create countertop seating for laptop users.**

Ceiling Height: Very low. The ceiling height in the public computer area on the first floor, children's area, and second floor reference area are too low. The ceiling height will be one of the biggest challenges if the City decides to remodel the current building.

Roof leaks?: Yes, you can tell there have been roof leaks in the past.

Graphic Novels: The graphic novels are in two places. This demonstrates the difficulty of having the library divided into 3 different buildings.

Windows/natural light: Very little natural light. First floor windows are tinted. No windows on the second floor. **Recommendation: Have as much natural light as possible in the new facility.**



Wi-Fi: Very strong. No problem logging onto the internet.

Artwork: Very inconsistent. The art was clearly donated. Recommendation: Create a new art policy for the new library. Weslaco has several wonderful murals within the downtown area. I would encourage the new space to incorporate murals in many parts of the library.



Lockers: There were lockers for the staff, but none for the public.



Theater: I was pleasantly surprised by the condition of the theater. It seats 170 and the lighting, projector, and screen were high quality. Again, I was surprised people had to exit the theater to use the restrooms. It is a great asset for the library, but not being physically within the library makes the use of the facility problematic.

Audiovisual equipment: Inadequate, except for the AV in the theater.

Shelving: There was standard steel shelving, wooden shelving, and spinner racks.

Recommendations: I would recommend lower shelving in the new children's area. I would add casters to the children's shelving to allow staff to move the shelving for large children's programs. After the program is completed, staff can move the shelving back into place. Casters may also be employed in the Teen Space and other areas which may be used for multiple purposes.

End Panels: Some of the end panels were used for displays. The panels are most likely from 1986. Recommendation: The steel shelving is adequate, but I would recommend updating the end panels.

Used Bookstore: There was a used bookstore on the second floor next to the Reference Desk. Recommendation: In a future facility, have a more prominent and more attractive space for the used books. Have a future Friends organization manage the used bookstore.

Collection: age, condition, are the shelves crowded?: The collection is dated and many of the shelves are completely full. Recommendation: Weed the collection heavily before the need to

move into a new facility. The current library has more space dedicated to books than necessary. The space should be converted to gathering spaces. Therefore, I would recommend a massive weeding project. I don't think weeding will have a negative impact on circulation statistics.

Reference Collection: The reference collection is too large. The collection of National Geographics should be weeded. I would predict 99% of all reference questions are answered via Google. I would imagine there are reference books your current staff have never used.

Recommendation: I would weed the reference collection to only a handful of ready reference materials. The only physical items to keep may be local history or Texanna. Anything reference books that can be easily accessed by the internet should be weeded.

Maker Space: There was a 3-D printer. There was not a perceived high demand for a Maker Space. There was a desire for a creator space such as a recording studio.

Initial Thoughts:

The Mayor Joe V. Sanchez Public Library in Weslaco consists of three separate buildings: the main library, the theater, and the Porter Doss building. There is land available on the north side of the complex. It will be difficult to tie all three buildings together. The main library was constructed in 1986 and was designed before the internet or other modern building materials. The building has served the residents of Weslaco well for over 35 years, but the building is severely limited in providing 21st century services.

My initial thoughts are to demolish the Porter Doss building and build a new facility on the northern part of the property that would connect with the theater. I would leave the plaza as it is and repurpose the current facility as either City office space or lease the space for commercial use. The building could be remodeled for office use, but with the low ceilings, it will be difficult to remodel to an efficient and modern library.

I would recommend the staff look at this document and see if they agree with my assessment. If there are areas of agreement, the staff should use this as a starting place for a new strategic plan. For example, if it is agreed that a new children's area is the top priority in the new building, then this should be in the strategic plan. Once there is agreement on the rankings of needs, an architect can begin to start developing square footage models for each program area.

Opportunities:

The Mayor Joe V. Sanchez library is too large not to have an active Friends group. Building a new library is a great opportunity to build community support that will last longer than the construction of a new building. Since the City is a major landowner in the downtown in which the library is located, the library project may be tied into other city departmental projects. After talking with Omar Rodriguez, Director of the Parks and Recreation Department, there may be an opportunity to develop a downtown park in conjunction with the library project. Having street

festivals next to the library on Kansas Avenue may be appealing. Developing outdoor space for children is also another opportunity the City should consider.

Concerns:

Because the library does not have an active Friends group it may be difficult to get the community's support for this project. The budget is going to be tight. I hope the project will continue to move forward even after the retirement of City Manager, Mike Perez.

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

EXPANSION AND REMODELING OF THE MAYOR JOE V. SANCHEZ PUBLIC LIBRARY COMPLEX

Scope of Work

The Scope of Work includes but is not limited to, expansion and remodeling of the Mayor Joe V. Sanchez Public Library Complex of Weslaco. The Architecture firm shall, at a minimum:

- Provide a summary of new facility, renovated facility, and combination renovation/new facility options to the City Commission to assist in determination of project direction. **Time is of the essence with regard to this function.** Architect should focus on broad estimates of footprint, price per sqft, and ability to deliver desired functions as outlined within the libraries service goals and **preliminary project program**
- Initially the team will be coordinating closely with the City's Project Manager(s) to develop a program for the Project Implementation. Architects should evaluate the service goals of the library and design a facility capable of meeting those goals for the foreseeable future. The Architect will be responsible for coordination with major stakeholders and Project Manager(s) for the "right sizing" of the structure.
- Initially, the selected firm will need to gather any existing records (e.g. environmental assessments) or documents (e.g. Record Drawings, site surveys, etc.) that indicate existing conditions. These documents will need to be verified by on-site inspection of the premises. The extent of this effort shall be as in-depth and as extensive as is required and necessary to support the design effort.
- Integrate the new facility functionally and architecturally with library requirements;
- Integrate the new facility to be compatible with the Spanish revival architectural style prominent in the downtown;
- Utilize existing infrastructure when advantageous to the project and budget;
- Drive areas requiring sufficient egress/ingress, sufficient approach and departure angles and vehicle flow for disabled vehicles;

- Ensure secure access and control of building and employee parking;
- Ensure sufficient offices and open space layout to serve library functions;
- The Architectural team will provide all services necessary to assess and verify existing conditions; review and verify design standard requirements; MEP commissioning;
- The Architectural team will organize weekly team meetings; provide specifications for furniture, fixtures and equipment (FF&E); signage; provide computer-aided design and drafting (CADD) documentation; prepare bidding documents; provide permitting services;
- The Architectural team will estimate construction costs at each submission; assist with bidding and award activities; value engineering; arrange and conduct meetings; perform construction phase services, coordinate commissioning activities; and assist in the warranty review.
- The selected firm for this project is required to be familiar with and abide by all mandated Federal and State Library facility requirements

Preliminary Project Program

Space sharing and consolidation is encouraged where service will not suffer as a result

- Sufficient community meeting space
 - o Currently we have 4 meeting spaces that come in small (Board Room), medium (Meeting Room and Childrens Area) and large (Porter Doss). We would like similar spaces as appropriate.
 - o Sink facilities should be available in meeting spaces where appropriate.
 - o Medium and large sized meeting spaces should be sufficiently equipped to accommodate a mobile computer lab and appropriate presentation functions
 - o Virtual conferencing capabilities in all spaces
- Sufficient shelf space. Our collection is currently around 80k books. We want to maintain the same amount of shelf space and collection size. Weeding will compensate for any incoming books.
- Sufficient office space and workspace for:
 - o 5 admin staff
 - o 4 cataloging staff
 - o 9 support staff (frontline clerical and/or programing)
 - o Some small staff growth should be accounted for

- o Staff lounge
 - o Staff restroom
- Service points for Children's, Reference, and Circulation activities
- Self check service point
- Teen Space
 - o Gaming station in teen space
- Café: Please accommodate an equivalent facility to what is currently present
- Theatre: **If theatre may be reused**, please accommodate an equivalent facility to what is currently present. **If theatre may not be reused**, we would like to consider inclusion of a facility as an option and weighed against other amenities and functions.
- Computers: from current experience 40 computer stations spread among 3-4 areas should be appropriate. Some computer stations should be located close to Children's, Reference, and Circulation service points. The library will supply the end user computing hardware.
- Server room (main distribution frame) and server closets (independent distribution frame)
- Quiet study space
- General floor seating and workspaces
- Copy, print, fax, and scan station
- Individual study space
- Study rooms, equipped with electrical and internet connectivity. Virtual conferencing capabilities. Five or greater rooms are needed
- AV Makerspace
- Library bookstore facility
- Drive up bookdrop
- Lactation room
- Family bathroom
- Customer water fountains
- Storage upgrade
- Community/library information equipment integrated as appropriate
- Outdoor seating and landscaping
- Outdoor family leisure amenities as appropriate
- Indoor and outdoor art & décor as appropriate
- Other facilities as appropriate and advantageous

Background Information

Weslaco Public Library Community

Weslaco is centrally located within the Texas Rio Grande Valley. Established in 1919, the City of Weslaco was named as an acronym for W.E. Stewart Land Company. Early settlers converted wild brush land into thriving agricultural land irrigated by pump stations and canal systems. Weslaco has grown from a progressive agricultural community to the host of a combination of retail, distribution, and light manufacturing businesses. Weslaco has a vibrant arts and culture community which enriches the quality of life for residents.

Statistics according to the U.S. Census 2020 estimates:

Population 40,161

Population under 18 years of age = 33%

Population over the age of 65 years = 13.7%

Median household income = \$45,060

Poverty rate = 24.4%

Mean travel time to work = 25.5 minutes

Households with a computer = 88.8%

High School graduate = 74.3%

College degree or higher = 21.3%

Persons without health insurance = 23.8%

Percentage of disabled under 65 years of age = 10%

Race - Hispanic = 89%, White = 9.2%

Median home value = \$83,900

Median rent = \$709 per month

Data from the U.S. Census shows Weslaco has a young and growing population. The cost of living is relatively low. However, the report also indicates Weslaco has a higher rate of poverty and lower than the State of Texas or nationally. Using this data, the

library should invest more in providing programs for children and teens as well as programming that would assist residents with workforce development.

The Hidalgo County Library System (HCLS) divides the county population among the 13 libraries. Weslaco's service population share is 57,148 and growing rapidly.

Library Mission Statement

The Mayor Joe V. Sanchez Public Library seeks to provide the citizens of Weslaco and the surrounding community with the appropriate service, information access, social atmosphere, and cultural setting that is merited of a Library within this community.

Service Goals and Objectives

The goals developed for this statement of goals and objectives emphasizes these service responses and track key areas measured by the Texas Public Library Standards (the *Public Library Standards*) accepted by the Texas State Library and Archives Commission on August 2, 2004. Levels of service identified and described in the *Public Library Standards* are noted where appropriate.

Broad Goals

- To be a regional leader regarding the quality and quantity of our physical and electronic collection.
- To provide a welcoming environment to the citizens of Weslaco and the surrounding community.
- To provide the community with a variety of services, both traditional and cutting edge.
- To provide the community with the information they need and desire.
- To serve as an arts, cultural, and social center for the community.
- To use the aforementioned goals as a vehicle for improving all types of Literacy
- To improve the quality of children's programming and overall marketing of library events.
- To remain above 5.5 visits per capita. This number is among the highest within the State for our population group and above the 90th percentile among Texas libraries.
- To average above 63 hours open per week. This number represents just above the median hours open per week with respect to Texas public libraries within our population group

- To improve to 0.6 program attendances per capita. This number is among the highest within the State for our population group and well above the 90th percentile among Texas libraries.

Specific Goals

Goal One: The library connects Weslaco residents to their community.

1.1 Raise awareness of the library by:

- Working closely with the City's Public Information Department to distribute information about the library to residents, schools, media, and newcomers to Weslaco.
- Continue or develop communications in social media, newsletter, or monthly column in the local newspaper

1.2 Connect Weslaco residents with their community by:

- Offering programs that will bring neighbors together to participate in fun, interesting, and educational activities.
- Providing an atmosphere of living room-like with flexible meeting spaces.

Goal Two: Expand library services

2.1 With an expansion/renovation/or new library in process, ensure it contains:

- Comfortable seating
- Natural light
- Areas for formal and informal meetings
- Areas for programming for adults, teens, and children
- A separate area for children's programming and materials
- A separate area for teen programming, materials, and furniture

2.2 A expanded list of programs should also be available at the opening of the new/renovated facility.

- Invest in more programming staff to ensure program quality remains high
- Concentrate on creating programs and classes for popular topics such as technology, health and wellness, book clubs, hobbies, clubs, and arts and culture

Goal Three: Ensure the Weslaco Public Library remains a welcoming place for all.

3.1 Accessibility can be addressed by:

- Making sure the building is fully American Disabilities Act (ADA) accessible.
- Ensure there are indoor restrooms and restrooms that are gender neutral.
- Ensure there are baby care stations for breastfeeding mothers with a changing station
- Provide diapers, feminine hygiene products, and adult incontinence products for free
- Automatic doors for restrooms

3.2 Make the library a destination by:

- Offering arts and cultural events - concerts, art exhibits, and permanent public art
- Using programs as a draw for specific portion of the population, e.g., programs for children, teens, civic organizations, and clubs
- Coffee shop
- Incorporate space for rotating art exhibits from local artist
- Partner with the Weslaco History Museum to display some of their artifacts
- Creating a culture of “yes” in which programming and services are created by listening and responding to the community and community partners
- Develop and utilize outdoor space for the community to enjoy
- Creating a recording/video studio to be used by the public
- Offer a maker space for the public to design and create crafts

Goal Four: Meet the continually evolving technology needs of the Weslaco community.

4.1 Keep the library collection and programs readily accessible by:

- Continuing to provide an easy, attractive, up-to-date, and secure online catalog and website
- Adding online capabilities for patrons, such as fine-paying, library card and account updates, and text messaging communications
- Add self-check terminals

4.2 Since 88% have a computer in their home and most patrons have a smartphone or other electronic device, the library should provide:

- Strong Wi-Fi throughout the interior and exterior of the building
- Easy access to power and USB ports
- Wireless connections to library printers, scanners, copiers, and fax machines

- Continually evaluate the demand for public computers

4.3 Reinforce the library's role as technology hub for the entire community by:

- Continuing to review and update the Weslaco Public Library's Technology Plan
- Providing high quality audiovisual equipment, the public can utilize in meeting/study rooms as well as the theatre
- Investing in staff technology training
- Offering tech programs and/or classes
- Equipping the new studio and maker space with equipment and software of particular interest to patrons
- Increasing e-holdings in the collection

Goal Five: Provide up to date and popular reading materials to the residents of Weslaco by:

5.1 Patrons have access to works of popular and bestselling titles in electronic and physical formats

- Purchasing all bestsellers of the New York Times bestseller list
- The collection will be weeding on an annual basis using the CREW Manual provided by the Texas State Library and Archives Commission

5.2 Patrons have access to internet and full-text

Goal Six: Create and develop a professional work environment at the library.

6.1 Increase professionalism by:

- Ensuring staff are trained in the mission and goals of the City and library
- Ensuring staff are trained on customer service best practices
- Encouraging continuous improvement plans for all programs and services
- Providing training opportunities that are readily available to staff
- Improving communication through regular staff meetings and communiques to staff
- Developing new policies and procedures with staff involvement

2/24/2022

Bob Simpson AIA
BSG Architects
3301 N McColl Road
McAllen, TX 78501



Re: Project Name and Number

Bob,

This letter is intended to provide clarification on the programming phase scope and fee for Weslaco Public Library. MSR Design is proposing an initial programming phase that will define goals for library services and overall scope required to achieve their goals.

Process

MSR Design will lead a three-day initial programming and engagement session. The session will include several meetings with key stakeholder groups to:

- 1) align community needs with library service and design trends
- 2) hear intended library services for today and tomorrow
- 3) establish priorities for future decision making when challenges arise
- 4) outline space needs and hear about functional requirements

The three-day initial programming will result in the following deliverables:

- 1) Written concept for library services and resulting library
- 2) Quantifiable listing of spaces and sizes
- 3) Qualitative description of library services and how they relate to spaces

MSR Design will refine the program. We will utilize the information finalized in the three-day session into a document that refines the deliverables into a guiding programming document. The expected document will guide design testing in the early schematic design phase in connection with a costing exercise. The refined program will include:

- 1) Concept diagrams of function in plan form
- 2) Coordinated list of space sizes and library services description
- 3) Three options for the final size of the library to help guide future decision making

MSR Design will meet with Library and City leadership to review findings

Schedule

The initial programming phase is expected to take two weeks:

- Week One = initial three-day programming and engagement session plus team coordination
- Week Two = refinement of deliverables
- final findings meeting = TBD

Summary

Full programming will be conducted as part of early schematic design phase under Basic Services. This allows for design to develop based on studies that relate to site dynamics and full team decision making. It is expected that further stakeholder engagement would be incorporated into the schematic design phase allowing for input as part of the design process. This provides economy in fees and reduced overall professional services fees.

For the programming phase scope we propose a fee of: \$28,000 plus reimbursables.

Sincerely,

A handwritten signature in blue ink, appearing to read 'MK / Krontorad'.

Matthew Krontorad, AIA LEED AP, Principal
612.759.5040 | matthew@msrdesign.com



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5233	
From:			
Subject: Discussion and consideration to renew the three-year contract for Microsoft Office365 licensing, Windows OS licensing and SQL licensing with vendor SHI Government Solutions with first year of contract in the amount of \$83,521.33 with budgeted funds from the FY2021-2022 line item COMPUTER VENDOR SUPPORT and authorize the Mayor to execute any related documents. Possible action. (Staffed by Information Technology Department.)			
Background: The three-year contract with Microsoft for office365 licenses will expire in March 2022. A renewal contract needs to be completed with Microsoft. The total cost for the three-year agreement is \$250,563.99.			
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):			
J. Martin Vela J. Martin Vela ANDREW MUNOZ		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: I.T. staff recommends vendor SHI Government Solutions			
Attachments, if any: memo, SHI Quote-21589940, INSIGHT_City of Weslaco-renewal 2022.01.04v2, IK_Microsoft 1 year quote 1-31-22, CDW-G City of Weslaco Texas EA Quote			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Munoz, Interim City Manager

To: Mayor and City Commission

From: J. Martin Vela, Information Technology Department

Re: Discussion and consideration of approval to renew Microsoft contract for Office365 software licenses.

Date: February 24th. 2022

We are requesting that you consider approval for the renewal of a three year's contract with Microsoft. The renewal includes Office365 licensing, Windows OS licensing and SQL Database licenses for employee's email, computers, laptops, and servers operating system software licensing.

Attached you can find proposals from vendor SHI government Solutions, CDW-G, Insight Public Sector, and IK-Network solutions. Information Technology staff recommends the vendor SHI Government Solutions with Texas DIR contract DIR-TSO-3763 for this project.

MICROSOFT SOFTWARE VOLUME LICENSING

Vendor	DIR CONTRACT	PRICE
INSIGHT PUBLIC SECTOR	DIR-TSO-3763	\$ 84,067.92
SHI GOVERNMENT SOLUTIONS	DIR-TSO-3763	\$ 83,521.33
CDW-G		\$ 92,572.31
IK-NETWORK SOLUTIONS	TIPS_200105	\$ 67,312.00 ITEMS MISSING ON QUOTE

Please contact me with questions or concerns

J. Martin Vela
Information Technology Director, City of Weslaco
Phone: 956.968.6253
Email: jvela@weslacotx.gov



Pricing Proposal
Quotation #: 21589940
Created On: 2/9/2022
Valid Until: 2/28/2022

City of Weslaco TX

Martin Vela

TX
United States
Phone:
Fax:
Email: jvela@weslacotx.gov

Senior Inside Account Manager

Jeff Rosen

3828 Pecana Trail
Austin, TX 78749
Phone: 800-870-6079 ext 8686150
Fax: (512)732-0232
Email: Jeff_Rosen@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Win Enterprise Device ALng SA Platform Microsoft - Part#: KV3-00353 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2022 – 2/28/2023	220	\$42.57	\$9,365.40
2	CIS Suite Datacenter Core ALng SA 16L Microsoft - Part#: 9GS-00130 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2022 – 2/28/2023	1	\$1,306.49	\$1,306.49
3	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2022 – 2/28/2023	4	\$576.29	\$2,305.16
4	CCAL Bridge O365 Sub Platform Per User Microsoft - Part#: AAA-12415 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2022 – 2/28/2023	300	\$18.72	\$5,616.00
5	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2022 – 2/28/2023	300	\$216.12	\$64,836.00
6	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2022 – 2/28/2023	1	\$92.28	\$92.28

Subtotal	\$83,521.33
Shipping	\$0.00
Total	\$83,521.33

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



City of Weslaco

PRELIMINARY

Quotation: City of Weslaco-2022.1.4
Date: January 19, 2022
Enrollment: 83670498
Contract: 4400006644
Program: Enterprise 6
Months Remaining: 1

Part Number	Item Name	Quantity	Unit Price	Extended Price
Enterprise Products				
KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	220	\$ 46.41	\$ 10,210.20
Additional Products				
9GS-00130	CIS Suite Datacenter Core ALng SA 16L	1	\$ 1,332.98	\$ 1,332.98
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	4	\$ 587.69	\$ 2,350.76
			\$ -	\$ -

Annual Total: \$ 13,893.94

Subscription Products

Enterprise Products				
AAA-12415	CCAL Bridge O365 Sub Platform Per User	300	\$ 19.24	\$ 5,772.00
AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	300	\$ 214.37	\$ 64,311.00
Additional Products				
DDJ-00001	Power BI Pro GCC Sub Per User	1	\$ 90.98	\$ 90.98
			\$ -	\$ -
			\$ -	\$ -

Annual Total \$ 70,173.98

1 Yr Payment \$ 84,067.92

3 Yr Total \$ 252,203.76

<http://www.insight.com/azureterms>



800.404.3423
ik-ns.com

TO: City of Weslaco
Martin

Quote: Microsoft 1 year
Date: 1-32-22
Terms: NET 30
Price Firm For: 30 DAYS
F.O.B: S/P & PPA
Delivery: As Needed

QTY	PART#	DESCRIPTION	PRICE	EXTENDED
300	D54F7A54CE8E-1Y	MICROSOFT CORPORATION : Office 365 GCC G3 Annual	\$224.00	\$67,200.00
1	550FC5374C8D-1Y	MICROSOFT CORPORATION : Power BI Pro for Government Annual	\$112.00	\$112.00
			TOTAL	\$67,312.00

• All information contained in this design and or quotation is not for use or disclosure outside (customer).

• Any and all quotations and configurations prepared by IK Network Solutions represent our best efforts and are completed in good faith.

• Any errors and/or omissions on customer provided configurations are not the responsibility of IK Network Solutions.

• IK Network Solutions is not responsible for any unmarked utilities, private or public.

• IK Network Solutions standard insurance is included.

• All workmanship is guaranteed against defects for a period of one year from the date of substantial completion of installation of work described in this proposal. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy shall be to replace or repair any part of this offer which is found to be defective.

• IK Network Solutions will not be responsible for any data loss, special, incidental, or consequential damages.

• In submitting this proposal, IK Network Solutions reserves the right to negotiate mutually agreeable contract terms and conditions that incorporate this Scope of Work.

***** Unless explicitly stated prices do NOT include shipping charges. *****

Mike Seitz
Vice President



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

**Enterprise Quote
for**

City of Weslaco

Date 2/23/22
Account Manager [Kyle Prochaska](#)

VSL Specialist Chrissy Martinez
Channel Price Sheet Month Mar-22

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment

Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
KV3-00353	Win Enterprise Device ALng SA Platform	D	220	\$ 47.54	\$ 10,458.80	\$ 47.54	\$ 10,458.80	\$ 47.54	\$ 10,458.80
9GS-00130	CIS Suite Datacenter Core ALng SA 16L	D	1	\$ 1,365.81	\$ 1,365.81	\$ 1,365.81	\$ 1,365.81	\$ 1,365.81	\$ 1,365.81
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	D	4	\$ 602.12	\$ 2,408.48	\$ 602.12	\$ 2,408.48	\$ 602.12	\$ 2,408.48
AAA-12415	CCAL Bridge O365 Sub Platform Per User	D	300	\$ 19.71	\$ 5,913.00	\$ 19.71	\$ 5,913.00	\$ 19.71	\$ 5,913.00
AAA-11894	O365GCCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	D	300	\$ 241.11	\$ 72,333.00	\$ 241.11	\$ 72,333.00	\$ 241.11	\$ 72,333.00
DDJ-00001	Power BI Pro GCC Sub Per User	D	1	\$ 93.22	\$ 93.22	\$ 93.22	\$ 93.22	\$ 93.22	\$ 93.22
Total				\$	92,572.31	Total	\$ 92,572.31	Total	\$ 92,572.31
Three Year Total				\$	277,716.93				

Notes

No Tax Referenced
Enrollment 83670498

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5234	
From:			
Subject: Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building as dilapidated, substandard, unfit for human habitation and a 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 for property located at: 1) 1502 Mile 5 North being West Tract N383.50'-E220'-W660'FT 795 1.94 AC GR 1.79AC NET, City of Weslaco, Hidalgo County, Texas. Owner: Rogelio & Maria Olvera; 2) 101 N. Texas Ave being Gonzalez Addition Lots 1, 2, 3, and 4 Blk 1, City of Weslaco, Hidalgo County, Texas. Owner: Martha Nunez and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: Items were presented to The Board Of Adjustments and Appeals to the Building Codes. See Advisory Review for all actions.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Board Of Adjustments and Appeals to the Building Codes voted on the structures as follows 1. 1502 Mile 5 North (Approved to Demolish) 2. 101 N. Texas Ave (Approved to Demolish)			
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends that authorization be granted to demolish buildings			
Attachments, if any: demo memo, 1502 Mile 5 N, 101 N Texas			

Responsibilities upon Approval:

Staff will notify the current land owner and being the demolition process.

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Demolition
1502 Mile 5 North
101 N. Texas Ave

DATE: February 21, 2022

The Code Enforcement Department identified 1502 Mile 5 north and 101 N. Texas Ave., for consideration for the structure located on these addresses to be either repaired to current building codes or demolished. Property owners were sent certified notices of structure conditions. Notice to appear before the Board of Adjustments and Appeals to The Building Codes, on February 16, 2022, was sent. Where evidence was presented to the Board of the substandard structural, electrical, and plumbing conditions. The owner of 101 N. Texas Ave. was present and was granted until March 1 to provide Engineer approved structural plans. After consideration the Board of Adjustments and Appeals to The Building Codes recommended to proceed with the demolition of the referenced properties.

WESLACO FIRE MARSHAL'S OFFICE
255 S. KANSAS
WESLACO, TEXAS 78596
(956) 447-1990 FAX (956) 969-4921

DILAPIDATED STRUCTURE INSPECTION REPORT

DATE: 4/21/21 X INSPECTION REINSPECTION
FACILITY NAME: Abandoned Residence
PHYSICAL & MAILING ADDRESS: 1502 W. Mile 5 North Weslaco, TX 78596
PHONE #: OWNER/MANAGER:

TYPE OF INSPECTION: COMPLAINT OCCUPANCY CLASS: RESIDENCE

	1	Deteriorated interior walls
X	2	Deteriorated roof
X	3	Vegetation overgrowth
X	4	Unsecured doors
X	5	Unsecured windows
	6	Debris inside
X	7	Debris outside
	8	Exposed electrical wiring
X	9	Broken or missing windows
X	10	Broken or missing door
	11	Signs or feces
	12	Signs of transients/vagrants

	13	Sheetrock walls exposed
	14	Sheetrock ceiling exposed
	15	Signs of roof leaking
	16	Broken and/or uneven floors
	17	Animals (dogs, cats, mice, etc.) inside
	18	Severe fire damage
X	19	Roof collapsed and/or exposed
	20	Graffiti
X	21	Broken/cracked exterior walls
	22	Other:
	23	Other:
	24	Other:

NOTE: THESE CONDITIONS CONSTITUTE A FIRE HAZARD.

COMPLIES WITHIN CODE TODAY DOES NOT COMPLY AT THIS TIME WILL REINSPECT BY:

OWNER/OCCUPANT

Asst. Fire Marshal Mike Swinnea
FIRE MARSHAL/FIRE INSPECTOR

SUCH CONDITIONS ARE VIOLATIONS OF EITHER CITY OR STATE FIRE PREVENTION REGULATIONS. PLEASE CORRECT HAZARD(S) AND HELP PREVENT FIRES. NON-COMPLIANCE IS SUBJECT TO PENALTIES UNDER CITY & STATE REGULATIONS.

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☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

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

Andrew Munoz, Interim City Manager

Olvera Rogelio & Maria
Po Box 4237
Houston, Texas 77210-4237

5 North St. Weslaco, Texas

01-24-2022

CE OF PUBLIC HEARING

Dear Rogelio and Maria Olvera

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 1502 Mile 5 North St, legally described as being; West Tract N383.50'- E220'-W66'- FT 795 1.94 AC NET, **a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

On Wednesday, February 16, 2022, at 5:30 pm, has been set as the date for a public hearing by the Board of Adjustments and Appeal of Building at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

On Tuesday, March 1, 2022, at 5:30 pm, has been set as the date for a Public Hearing, The City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,

Rolando Maldonado

Code Enforcement Inspector

CC: C/E files



1502 Mile 5 South
01-24-22



1502 Mile St
01-24-22

**CITY OF WESTLACO
Public Hearing Notice**

The Board of Adjustment and Appeals for Unincorporated Areas will hold a public hearing on Wednesday, March 16, 2022, at 5:30 p.m. at the City of Westlaco, 255 South Kansas Avenue, Westlaco, WA 98090. The purpose of the hearing is to discuss the following unoccupied buildings on premises located at 1502 Mile 5 North, North 383.30 feet of the East 2310th Street, Westlaco, WA 98090. The City of Westlaco is considering the removal of the building and a hazard to the health, safety, and welfare of the citizens of the City of Westlaco as per Ordinance No. 88-2.

Si desea información en español, llame al Departamento de Aplicación de Códigos de la Ciudad de Westlaco (956) 975-3123.

1502 Mile 5 North, North 383.30 feet of the East 2310th Street, Westlaco, WA 98090
the West 660.0 feet of FARM TRACT 75, THE WESTERN ADAMS TRACTS SUBDIVISION, Hedger Co., Inc.

The property owners or members of the public are invited to present evidence supporting or opposing the recommendation that these structures be either repaired, demolished or removed. For additional information, contact the City of Westlaco Planning Department at (956) 975-3123.
s/ Rolando Maldonado
Planning Code Enforcement



NOTICE

THIS BUILDING IS UNFIT AND OR UNSAFE AND IT'S USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE HEALTH AUTHORITY

Date 01-24-22
Address 1502 Mile 5 North
Lot No. 2310
Subdivision West Adams

Block No. 19
City of Westlaco
Issued By Health Department
956-3121

**NOTE: REMOVAL PROHIBITED
BY CITY ORDINANCE**

1502 Mile 5 North
01-24-22

The Board of Adjustment and Appeals for Construction and Housing Codes will hold a public hearing on Wednesday, February 16, 2022, at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 1, 2022, at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to discuss the following unoccupied buildings or premises to determine if they have become dilapidated, substandard, and unfit for human habitation and a hazard to the health, safety, and welfare of the citizens of the City of Weslaco as per Ordinance No. 86-24:

Si desea información en español, llame al departamento de Aplicación de Códigos de la Ciudad de Weslaco, (956) 973-3123.

1502 Mile 5 North, North 383.30 feet of the East 220.00 feet of the West 660.0 feet of FARM TRACT 795, THE WEST AND ADAMS TRACTS SUBDIVISION, Hidalgo County, Texas.

The property owners or members of the public are invited to attend and may present evidence supporting or opposing staff's recommendation that these structures be either repaired, demolished or removed. For additional information, contact the Code Enforcement Department at (956) 973-3123.

/s/ Rolando Maldonado
Planning/Code Enforcement



NOTICE

THIS BUILDING IS UNFIT AND OR UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE HEALTH AUTHORITY

Date 01-24-2022 19

Address 1502 Mile 5 North

Lot No. Block No. 1502

Subdivision W. 1502 Mile 5 North

Issued By Health Department

City of Weslaco

968-3181

NOTE: REMOVAL PROHIBITED

1502 Mile 5 North
01-24-22

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Total Postage \$

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Street and Apt.

City, State, ZIP

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Olvera Rogelio & Maria
Po Box 4237
Houston, Texas 77210-4237

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



5 North St. Weslaco, Texas

CE OF PUBLIC HEARING

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

Andrew Munoz, Interim City Manager

11-5-2021

Dear Rogelio and Maria Olvera

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 1502 Mile 5 North St, legally described as being; West Tract N383.50' - E220'-W66-' FT 795 1.94 AC NET, **a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

November 24, 2021, at 5:30 pm, has been set as the date for a public hearing at the Board of Adjustments and appeal of building at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

On December 7, 2021, at 5:30 pm, has been set as the date for a Public Hearing, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,

Code Enforcement Inspector

CC: C/E files

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Postage

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Olvera Rogelio & Maria
Po Box 4237
Houston, Texas 77210-4237

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City, State

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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

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

PO Box 4237 Houston

Houston, Texas 77210-4237

RE: Dilapidated Structure at 1502 Mile 5 North St. Weslaco, Texas

Legally described as being; WEST TRACT N383.50'-E220'-W660'FT 795 1.94 AC GR 1.79AC NET

Dear Rogelio and Maria Olvera

Please be advised that the City's Planning and Code Enforcement Department believes the main structure at the above address is in violation of **Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225** because it is dilapidated, substandard, or it has become unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco. Staff has completed inspections of the structure and property and expects to recommend to the City Commission in the near future that the structure either be repaired to current building codes or demolished by the owner.

The staff recommendation regarding your property will be made at a Public Hearing. As required by ordinance, we will attempt to notify you by certified mail with return receipt requested, and by publishing notice in The Monitor newspaper advising of the date and time of the Public Hearing. You will have the opportunity to address the City Commission regarding the property at this hearing.

At the Public Hearing, the City Commission is likely to order that the property be repaired to current building codes or demolished within 60 days as recommended by staff. It is important that you attend the public hearing, because you are allowed to voice your opinion on behalf of your property. Please note that any other citizen(s) present may voice their opinions as well.

The purpose of this letter is to provide you advance notice that staff expects to recommend that the structure(s) be repaired to current building codes or demolished so that you may have additional time to consider your options for the property prior to any further action by the Planning and Code Enforcement Department.

IT IS VERY IMPORTANT THAT YOU CONTACT ME AS SOON AS POSSIBLE REGARDING THIS MATTER SO WE CAN KNOW THE ACTIONS YOU WILL TAKE REGARDING THIS PROPERTY. CONTACT ME AT (956) 447-3401 EXT # 3120 MON- FRI 8AM- 5PM

Sincerely,

Rolando Maldonado

Code Enforcement Officer



1502 W. Erie Street

1502 W. Mile 5 North



1502 W. Mile 5 North



1302 W. Nile Street





150200, Mile 5 North



1502-00. Philip's Plant



HOUSING INSPECTION CHECKLIST

GENERAL INFORMATION

ADDRESS OF INSPECTED UNIT

HOUSING TYPE

STREET

1502 ~~W~~
W. Miles N

CITY

Weslaco

COUNTY

Hidalgo

STATE

TX

ZIP

78596

☒ Single Family

☐ Duplex Dwelling

☐ Apartment

☐ Other

NAME OF OWNER OR AGENCY AUTHORIZED TO LEASE UNIT INSPECTED

PHONE NO.

ITEM NO. 1. LIVING ROOM

COMMENT

INITIAL
ASSESSMENT

1.1 ELECTRICITY

wiring removed

7

1.2 WINDOW CONDITION

broken

7

1.3 CEILING CONDITION

collapsed

7

1.4 WALL CONDITION

walls collapsed

7

1.5 FLOOR CONDITION

concrete foundation

7.5

ITEM NO. 2. KITCHEN

COMMENT

INITIAL
ASSESSMENT

2.1 ELECTRICITY

wiring removed

7

2.2 WINDOW CONDITION

broken

7

2.3 CEILING CONDITION

collapsed

7

2.4 WALL CONDITION

walls collapsed

7

2.5 FLOOR CONDITION

concrete foundation

7.5

ITEM NO. 3. BATHROOM

COMMENT

INITIAL
ASSESSMENT

3.1 ELECTRICITY

wiring removed

7

3.2 WINDOW CONDITION

7

3.3 CEILING CONDITION

collapsed

7

3.4 WALL CONDITION

walls collapsed

7

3.5 FLOOR CONDITION

concrete foundation

7.5

3.6 FLUSH TOILET IN ENCLOSED
ROOM IN UNIT

7

3.7 FIXED WASH BASIN IN
LAVATORY IN UNIT

7

3.8 TUB OR SHOWER IN UNIT

7

3.9 VENTILATION

7

1502

ITEM NO. 4. OTHER ROOMS USED FOR LIVING & HALLS	COMMENT	INITIAL ASSESSMENT
4.1 ELECTRICITY/ILLUMINATION		7
4.2 WINDOW CONDITION		7
4.3 CEILING CONDITION	collapsed	7
4.4 WALL CONDITION		7
4.5 FLOOR CONDITION		5
ITEM NO. 5. ROOM CODE* AND ROOM LOCATION	COMMENT	INITIAL ASSESSMENT
5.1 ELECTRICITY/ILLUMINATION		7
5.2 WINDOW CONDITION		7
5.3 CEILING CONDITION	collapsed	7
5.4 WALL CONDITION		7
5.5 FLOOR CONDITION		5
ITEM NO. 6. BUILDING EXTERIOR	COMMENT	INITIAL ASSESSMENT
6.1 CONDITION OF FOUNDATION	concrete foundation	5
6.2 CONDITION OF STAIRS, RAILS AND PORCHES	roofs collapsed	7
6.3 CONDITION OF ROOF AND GUTTERS	roofs collapsed	7
6.4 CONDITION OF EXTERIOR SURFACES	block walls	5
6.5 LEAD PAINT: EXT. SURFACES		7
ITEM NO. 7. HEATING & PLUMBING	COMMENT	INITIAL ASSESSMENT
7.1 ADEQUACY OF HEATING EQUIP		7
7.2 SAFETY OF HEATING EQUIP.		7
7.3 VENTILATION/COOLING		7
7.4 WATER HEATER		7
7.5 APPROVABLE WATER SUPPLY		7
7.6 PLUMBING		7
7.7 SEWER CONNECTION		7

1502

INSPECTION SUMMARY (OPTIONAL)

ITEM NO.	REASON FOR COMMENTS
	Structure was found to be in a condition of neglect by owners. As the housing report indicates several areas are considered to be in severe dilapidation. Homeowners would have to provide a plan of remodeling to bring structure into compliance. All elements of electrical and plumbing are in decay and disrepair. It is in this inspectors opinion that the structure is in such dilapidated state that plan for reconstruction or remodeling would have to be developed to bring this structure into compliance.

RECOMMENDATION: REPAIR _____ DEMOLISH VACATE _____

*INTERPRETATION OF NUMERIC SCALE

1 = Newly constructed

2 = Good condition requiring no repairs

3 = Standard condition requiring minor maintenance repair from normal seasonal wear

4 = Substandard condition requiring major maintenance repair from an accumulation of seasonal wear, and abnormal wear from abusive treatment and neglect

5 = Deteriorating condition requiring major structural repair resulting from a period of substandard conditions; considered a health hazard

6 = Dilapidated condition requiring more than 50% structural replacement

7 = Severe dilapidated condition that would require immediate attention

INSPECTED BY

DATE

4/21/2021

LAND INVESTIGATION SERVICES

P.O. Box 530211
Harlingen, Texas 78550

(956)467-6674 Mobile
rgvreports@gmail.com

Location: 1502 Mile 5 North

Property ID: 327141

Taxpayer Name: Olvera Rogelio & Maria
P.O. Box 4237 Houston
Houston, Tx. 77210-4237

TITLE REPORT

CERTIFICATION DATE: August 20, 2021

LEGAL DESCRIPTION:

The North 383.30 feet of the East 220.00 feet of the West 660.0 feet of FARM TRACT 795, THE WEST AND ADAMS TRACTS SUBDIVISION, Hidalgo County, Texas, according to map or plat thereof recorded in Volume 2, Pages 34 through 37, Map Records, Hidalgo County, Texas. (See Ref. Document Number 870627 for description.) **SUBJECT TO:** 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.

RECORD OWNER: Rogelio Olvera and wife, Maria Olvera

TITLE VIA:

Gift Deed from Cary Bennett Glenn, a single man filed for record May 8, 2000, under county clerks document number **870627**, Official Records, Hidalgo County, Texas. (Assumption of \$68,600.00)

PRIOR DEED:

Assumption Deed With Vendor's Lien from Esteban Garzez and wife, San Juanita B. Garzez, to Cary Bennett Glenn filed for record April 14, 1999 under county clerks document number **765578**, Official Records, Hidalgo County, Texas.

LIENS:

Certified Statement Of Transfer Of Tax Lien to **Tax Ease Funding, LLC**, in the amount of \$18,619.04, filed for record April 1, 2015 under county clerks document number **2599308**, Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. Acct # 14124425

Sworn Document Authorizing Transfer Of Tax Lien to **Tax Ease Funding, L.L.C.**, in the amount of \$2,203.97, filed for record under county clerks document number **2624800**, Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. (Acct #15024870)

Tax Lien Contract by and between Rogelio Olvera and wife, Maria Olvera (Property Owners) and **Tax Ease Funding** (Tax Lien Holder) filed for record April 7, 2016, under county clerks document number **2701743**, Official Records, Hidalgo County, Texas, in the amount of 11,401.19. **NOTE:** Other properties included

Certified Statement Of Transfer Of Tax Lien to **Tax Ease Funding, LLC**, in the amount of \$9,899.31 filed for record April 14, 2016 under county clerks document number **2703476**, Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. Acct # 16026311

Tax Lien Contract by and between Rogelio Olvera and wife, Maria Olvera (Property Owners) and **Propel Financial Services, LLC** (Tax Lien Holder) filed for record , under county clerks document number **2861773**, Official Records, Hidalgo County, Texas, in the amount of \$12,344.18. **NOTE:** Other properties included.

Certified Statement Of Transfer Of Tax Lien to **Propel Financial Services, LLC**, in the amount of \$2,036.12 filed for record November 16, 2017 under county clerks document number **2865970**, Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. Acct #P17106

Tax Lien Contract by and between Rogelio Olvera and wife, Maria Olvera (Property Owners) and **Propel Financial Services, LLC** (Tax Lien Holder) filed for record April 18, 2018 under county clerks document number **2907973** Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. Acct #P189470556

Sworn Document Authorizing Transfer Of Tax Lien to **Propel Financial Services, LLC**, in the amount of \$11,597.58, filed for record under county clerks document number **2913461**, Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. (Acct #P180470556)

Tax Lien Contract by and between Rogelio Olvera and wife, Maria Olvera (Property Owners) and **Propel Tax** (Tax Lien Holder) filed for record July 3, 2019 under county clerks document number **3028039** Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. Acct #P190619140

Certified Statement Of Transfer Of Tax Lien to **Propel Tax**, in the amount of \$12,325.70, filed for record July 18, 2019 under county clerks document number **3031984**, Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. Acct #P190619140

Certified Statement Of Transfer Of Tax Lien to **Home Tax Solutions, LLC**, in the amount of \$5,449.51 filed for record June 15, 2021 under county clerks document number **3234205**, Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. Acct #21-11785

ABSTRACT OF JUDGMENTS: None on record

Abstract of Judgment by Lack's Valley Stores, Ltd. (Plaintiff) against Maria Olvera (Defendant) filed for record February 22, 2017 under county clerks document number 2789555 Hidalgo County, Texas, in the amount of \$1,031.28.

Abstract of Judgment by AAA Co Loans (Plaintiff) against Maria Olvera (Defendant) filed for record February 7, 2018 under county clerks document number 2886896 Hidalgo County, Texas, in the amount of \$1,241.17.

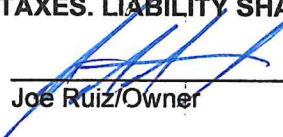
Abstract of Judgment by Portfolio Recovery Associates, LLC(Plaintiff) against Maria Olvera (Defendant) filed for record October 29, 2018 under county clerks document number 2960977 Hidalgo County, Texas, in the amount of \$2,473.79.

Abstract of Judgment by Lack's Valley Stores, Inc. (Plaintiff) against Maria Olvera (Defendant) filed for record February 1, 2019 under county clerks document number 2984230 Hidalgo County, Texas, in the amount of \$1,115.50.

Abstract of Judgment by A.J. Buildings (Plaintiff) against Maria Olvera (Defendant) filed for record January 9, 2021 under county clerks document number 3188482 Hidalgo County, Texas, in the amount of \$3,000.00.

CIVIL RECORDINGS: None on record.

NOTICE: THE INFORMATION CONTAINED HEREIN DOES NOT IMPLY WARRANTY OF TITLE, NOR DOES IT REFLECT INVESTIGATION OF PROPERTY TAXES. LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE TITLE REPORT FEE.



Joe Ruiz/Owner

Hidalgo CAD

Property Search Results > 327141 OLVERA ROGELIO
& MARIA for Year 2022

Tax Year: 2022

Property

Account

Property ID:	327141	Legal Description:	WEST TRACT N383.50'-E220'-W660' FT 795 1.94AC GR 1.79AC NET
Geographic ID:	W3800-00-795-0000-74	Zoning:	RS
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	1502 MILE 5 NORTH TX	Map ID:	CWL VOL 2 PG 34-37
Neighborhood:	WEST TRACT		
Neighborhood CD:	W380000		

Owner

Name:	OLVERA ROGELIO & MARIA	Owner ID:	431441
Mailing Address:	PO BOX 4237 HOUSTON HOUSTON, TX 77210-4237	% Ownership:	100.000000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$1,000	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$48,185	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$49,185	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$49,185	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$49,185	

Taxing Jurisdiction

Owner: OLVERA ROGELIO & MARIA

% Ownership: 100.0000000000%

Total Value: \$49,185

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$49,185	\$49,185	\$0.00
CWL	CITY OF WESLACO	0.696700	\$49,185	\$49,185	\$342.67
DR1	DRAINAGE DISTRICT #1	0.102600	\$49,185	\$49,185	\$50.46
GHD	HIDALGO COUNTY	0.575000	\$49,185	\$49,185	\$282.81
JCC	SOUTH TEXAS COLLEGE	0.171800	\$49,185	\$49,185	\$84.50
R02	ROAD DIST 02	0.000000	\$49,185	\$49,185	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$49,185	\$49,185	\$24.20
SWL	WESLACO ISD	1.018900	\$49,185	\$49,185	\$501.15
Total Tax Rate:		2.614200			
Taxes w/Current Exemptions:					\$1,285.79
Taxes w/o Exemptions:					\$1,285.79

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 3106.0 sqft **Value:** \$1,000

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	BRKFA - 5	DBRK	1971	2594.0
POR	PORCH (COVERED)	*		1971	238.0
MA2	MAIN 2ND FL	BRKFA - 5	DBRK	1971	512.0
POR	PORCH (COVERED)	*		1971	80.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	1.7900	77972.40	0.00	0.00	\$48,185	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	\$1,000	\$48,185	0	49,185	\$0	\$49,185
2021	\$1,000	\$48,185	0	49,185	\$0	\$49,185
2020	\$1,000	\$48,185	0	49,185	\$0	\$49,185
2019	\$5,361	\$48,185	0	53,546	\$0	\$53,546
2018	\$5,361	\$48,185	0	53,546	\$0	\$53,546
2017	\$5,361	\$48,185	0	53,546	\$0	\$53,546
2016	\$5,504	\$48,185	0	53,689	\$0	\$53,689
2015	\$5,504	\$48,185	0	53,689	\$0	\$53,689
2014	\$5,161	\$48,185	0	53,346	\$0	\$53,346
2013	\$10,768	\$48,185	0	58,953	\$0	\$58,953
2012	\$10,768	\$48,185	0	58,953	\$0	\$58,953
2011	\$10,768	\$48,185	0	58,953	\$0	\$58,953
2010	\$33,301	\$48,185	0	81,486	\$0	\$81,486
2009	\$33,301	\$48,185	0	81,486	\$0	\$81,486

2008	\$33,301	\$48,185	0	81,486	\$0	\$81,486
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Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/8/2000	GFD	GIFT DEED	GLENN CARY BENNETT	OLVERA ROGELIO & MARIA			870627
2	4/14/1999	WDV	WARRANTY DEED/VENDORS LIEN	GARZEZ ESTEBAN	GLENN CARY BENNETT			765578
3	2/13/1991	CONV	CONVERSION	UNKNOWN	GARZEZ ESTEBAN	3035	242	

Tax Due

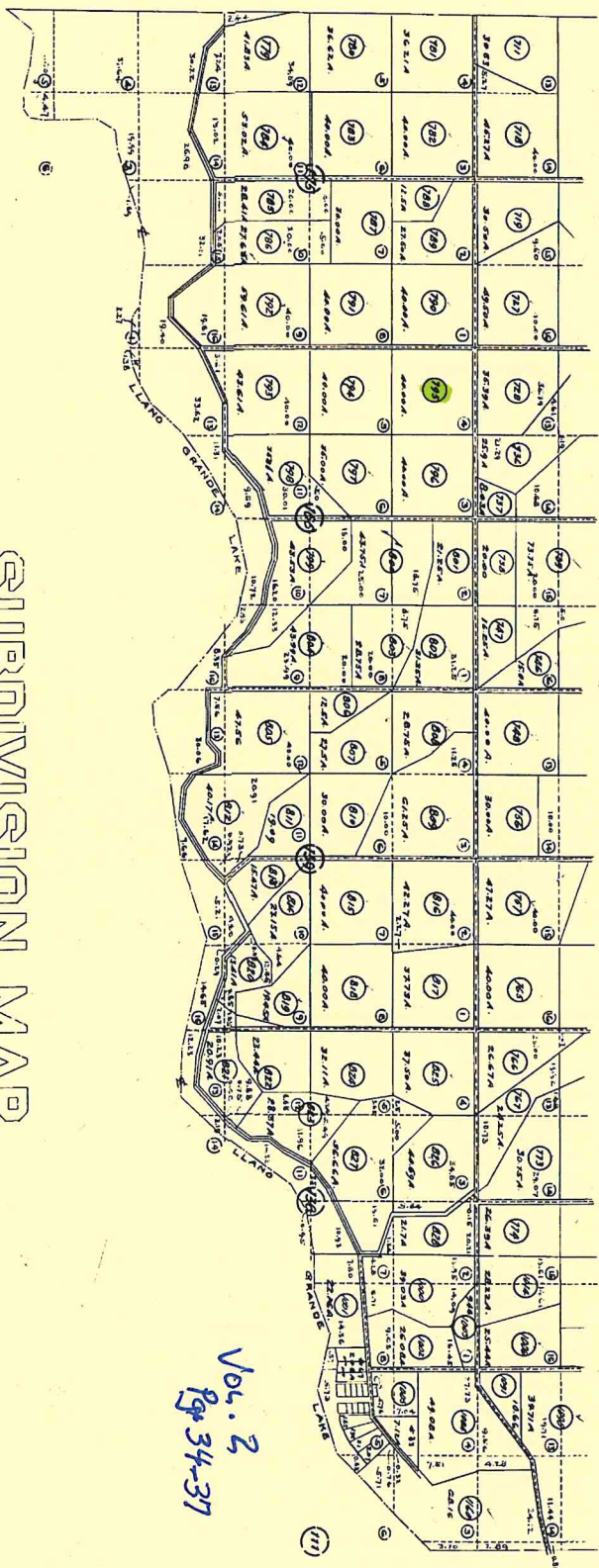
Property Tax Information as of 08/20/2021

Amount Due if Paid on: 

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

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

Questions Please Call (956) 381-8466.



SUBDIVISION MAP OF

THE WEST AND ADAMS TRACTS

SHOWING
THE ORIGINAL LOTS AND BLOCKS
ALSO FRACTIONAL PARTS THEREOF CONSTITUTING

FARM TRACTS
IN
HIDALGO COUNTY, TEXAS.

COMPILED AND FILED FOR RECORD
BY THE ORDER OF THE
COUNTY COMMISSIONER'S COURT
June 12, 1922

JULY 6, 1922

STATE OF TEXAS
COUNTY HIDALGO)

I, H. BENNETT, CIVIL ENGINEER
AND SURVEYOR do hereby certify that the foregoing is a
full, true and correct map of the subdivisions above de-
scribed, as compiled by me from available maps and records.

WITNESS my hand this 28 day of July, A.D. 1922

H. Bennett
Civil Engineer

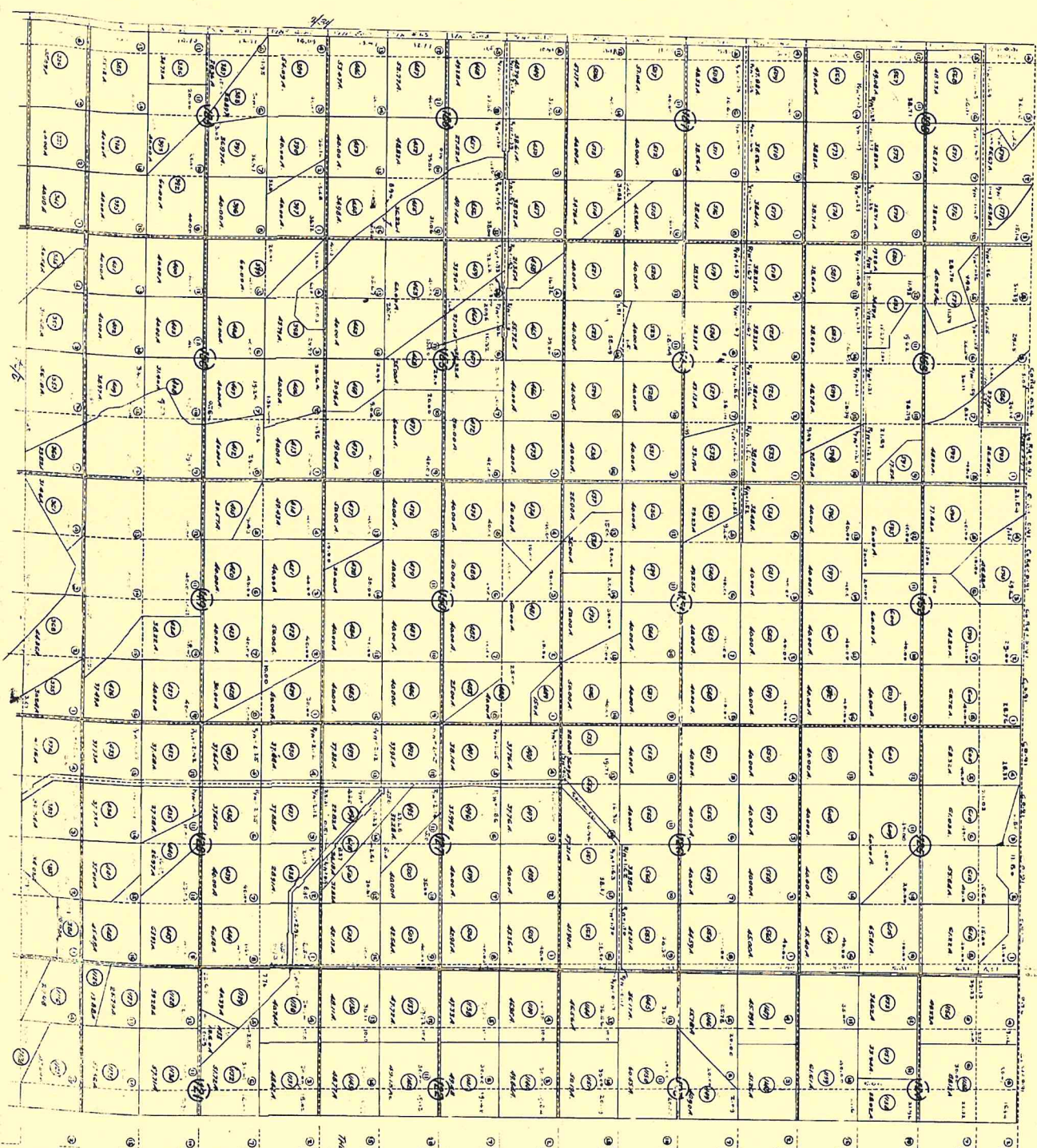
SWORN and subscribed to before me this 28 day of July, 1922.

Blanche H. Jones
Notary Public

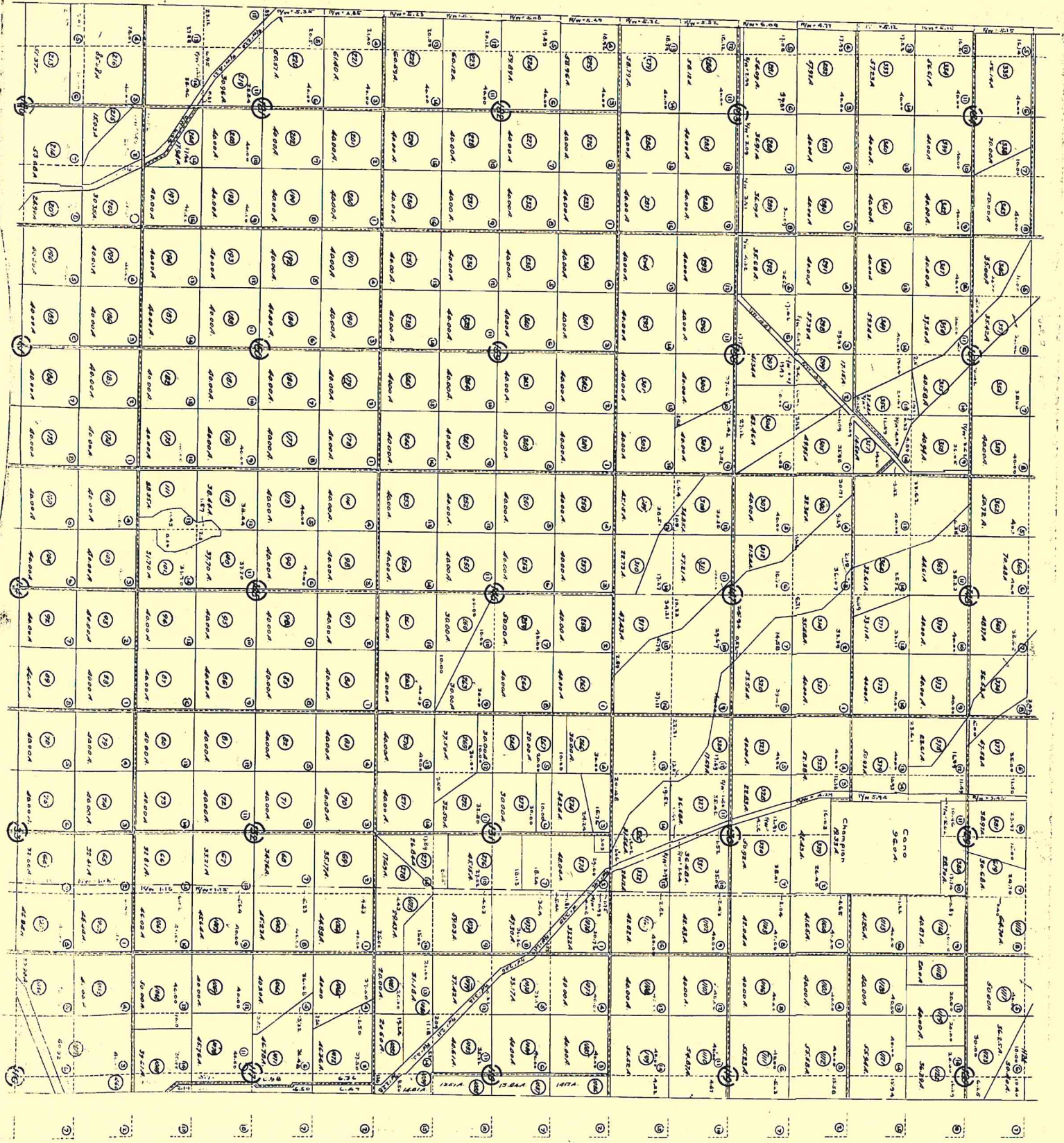
FILED FOR RECORD THIS 28 DAY
OF JULY, 1922, AT 2:30 P.M.
BY THE COUNTY COMMISSIONER'S COURT
AT EL PASO, TEXAS

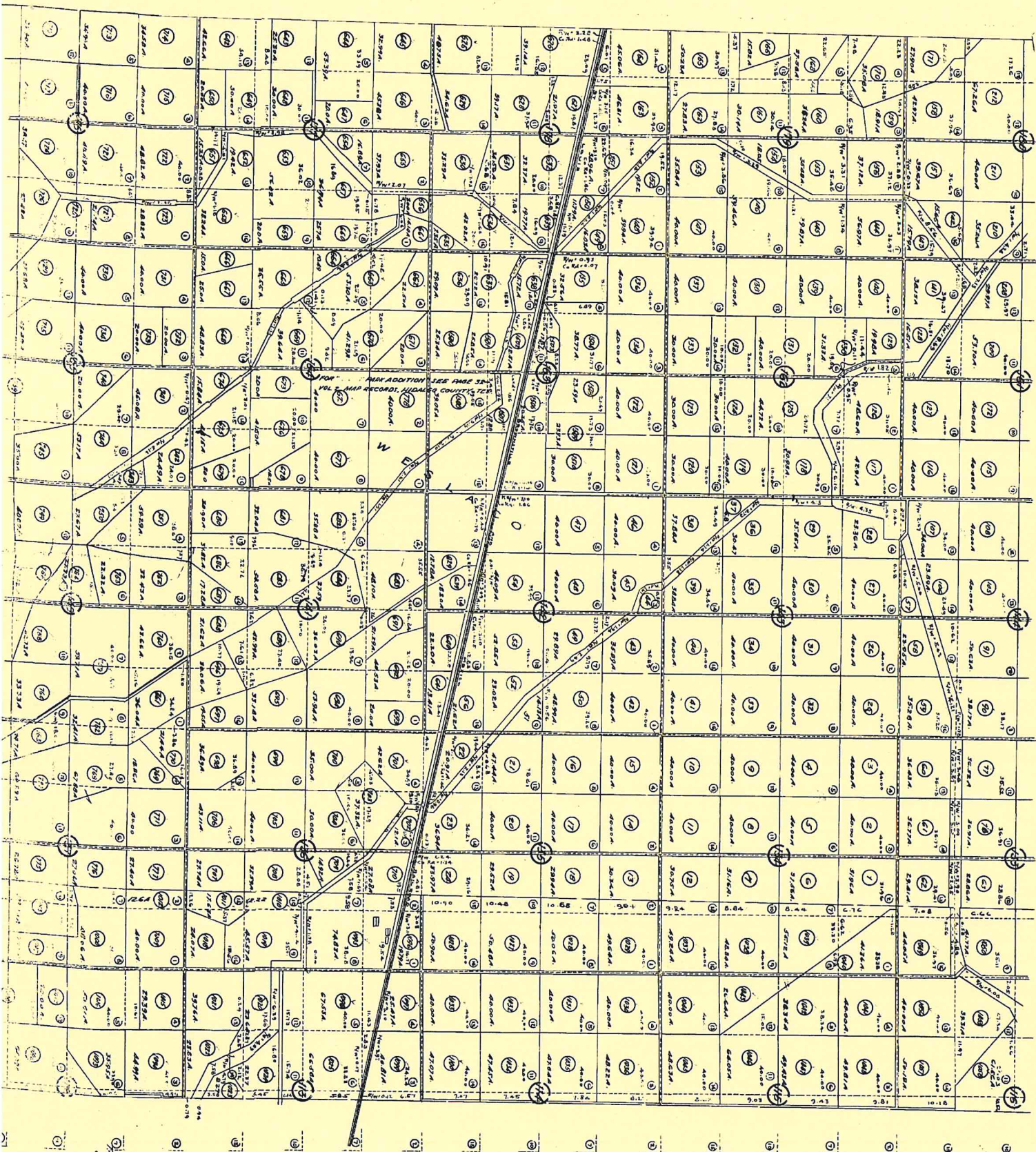
LEGEND

- Original Lot and Block lines
- Form Tract Boundaries
- Rivers shown by Double Solid lines
- Line between West and Adams Tracts
- Original Lot Numbers
- Original Block Numbers
- Farm Tract Numbers
- Farm Tract Areas as shown Block with letter "A"
- Fractional Lot Areas as shown Block with letter "B"
- Right of Way
- County Road

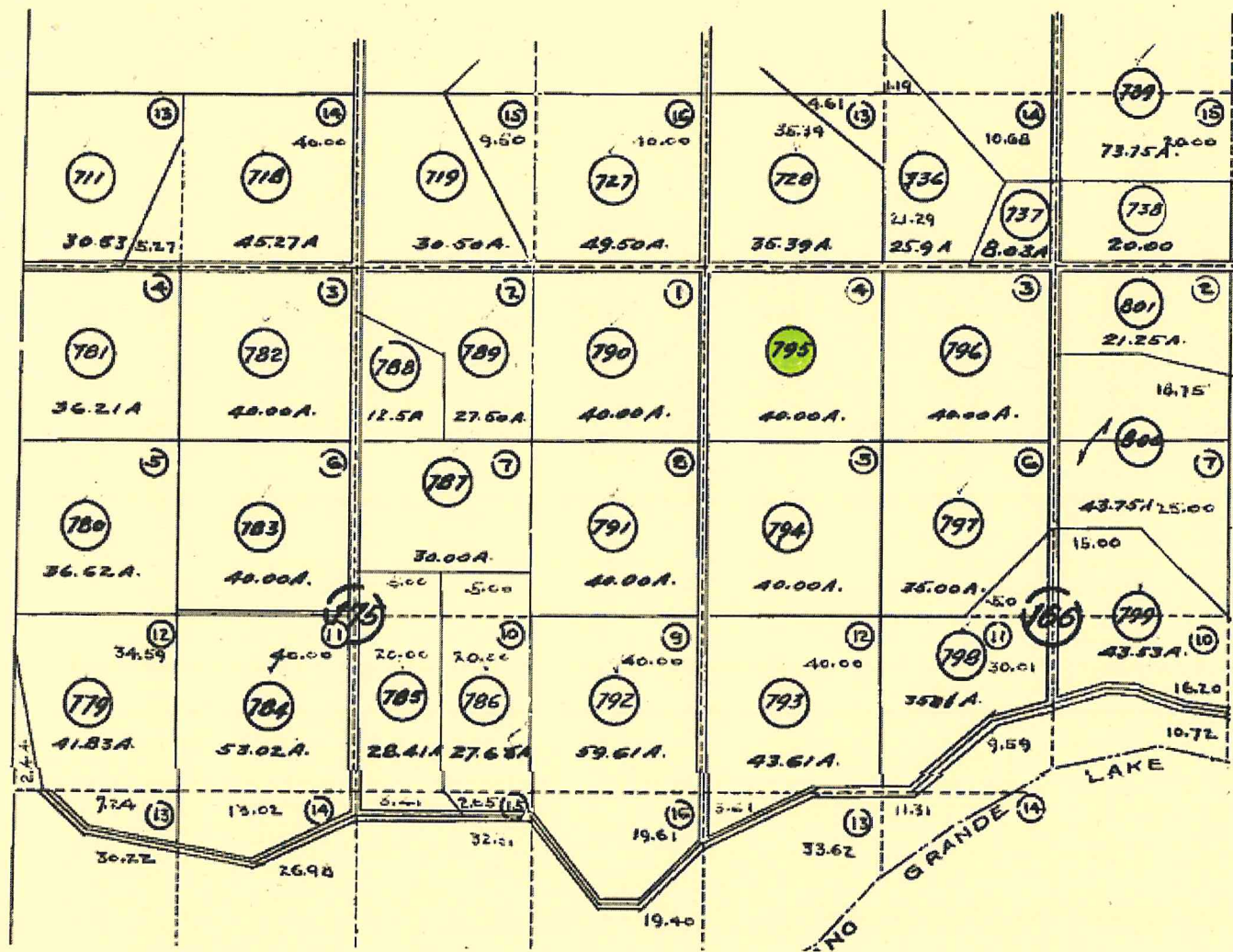


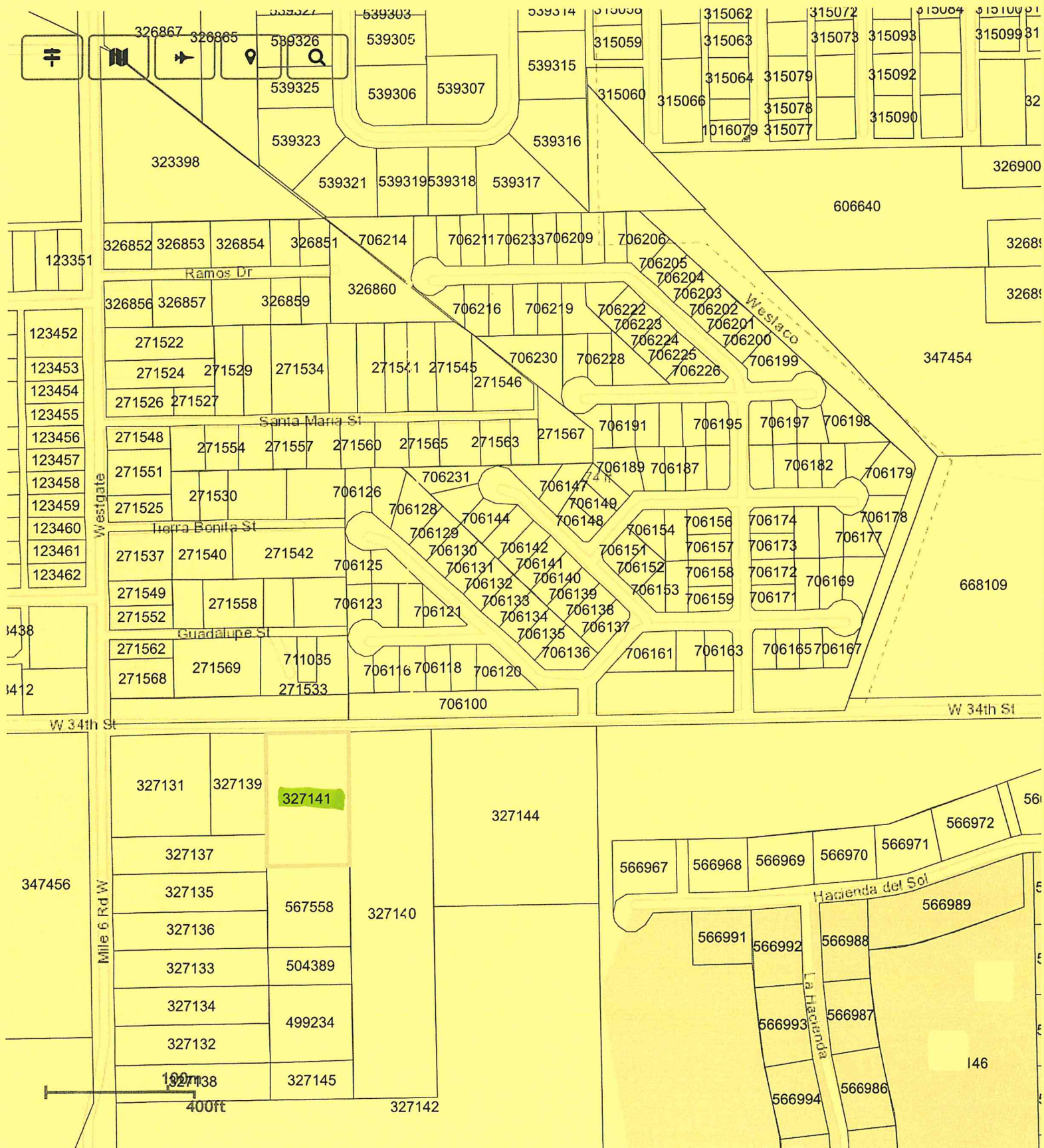
PART OF
SUBDIVISION MAP
THE WEST AND ALABAMA TRACTS
CONTINUED ON PAGE 27.





PART OF
SUBDIVISION MAP
RE-ENTRY AND ADJUDICATION TRACT
CONVEYED BY DEED 37





GIFT DEED

Date: May 5, 2000

Grantor: CARY BENNETT GLENN, a single man

870627

Grantor's Mailing Address (including county): 200 Maple
McAllen, Texas 78501
Hidalgo County, Texas

Grantee: ROGELIO OLVERA and wife, MARIA OLVERA

Grantee's Mailing Address (including county): P.O. Box 5537
Houston, Texas 77262
Harris County, Texas

Consideration: For the love and affection which I have towards Grantee, intending to make them a GIFT OF EQUITY in the property herein conveyed and, Grantee's assumption of a certain note, which note is described in this paragraph. Grantee assumes and agrees to pay according to the note's terms all principal and interest remaining unpaid on said note that is dated March 31, 1999, is in the principal amount of \$68,600.00 and is executed by CARY BENNETT GLENN and payable to the order of TEXAS STATE BANK. It is secured by a vendor's lien retained in a deed conveying the property, of even date therewith, and recorded under Document Number 765578, Official records of the Hidalgo County, Texas, it is also secured by a Deed of Trust on that property recorded under Document Number 765579, Official Records, Hidalgo County, Texas. As further consideration Grantee promises to keep and perform all the covenants and obligations of the Grantor named in that Deed of Trust.

Property (including any improvements):

The South 99.0 feet of the North 693.0 feet of the East 220.0 feet of the West 660.0 feet and the North 383.50 feet of the East 220.0 feet of the West 660.0 feet of Farm Tract 795, THE WEST AND ADAMS TRACTS SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 2, Pages 34 through 37, Map Records, in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. All oil, gas, and other mineral reservations of record, if any.
2. All oil, gas leases and drilling agreements of record, if any.
3. Easements of record, if any.
4. Easements and conditions as may be contained in plat of said subdivision, if any.
5. Easements, rights, rules, and regulations in favor of pertaining water district, if any.
6. All visible easements and restrictions of record, if any.
7. Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property.
8. Standby fees and taxes for the year 2000 and assessments for prior years.

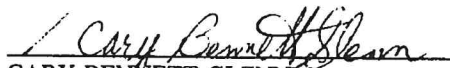
NO TITLE EXAMINATION WAS REQUIRED IN CONNECTION WITH THE PREPARATION OF THE DOCUMENTATION CONCERNING THE ABOVE DESCRIBED PROPERTY, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO TITLE TO THIS PROPERTY, NOR AS TO ANY TAXES DUE ON THE PROPERTY.

Grantor, for the consideration indicated above, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof forever, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

Grantor gives and conveys the Property to Grantee as Grantee's separate property.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE IS TAKING THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO (I) THE PHYSICAL CONDITION OF THE PROPERTY OR ANY ELEMENT THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN AND ENGINEERING OF ANY IMPROVEMENTS; (III) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN ANY IMPROVEMENTS; (IV) THE SOIL CONDITIONS; DRAINAGE OR OTHER CONDITIONS EXISTING AT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, DEVELOPMENTAL POTENTIAL OR OTHERWISE; (V) ALL WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; AND (VI) ALL OTHER WARRANTIES AND REPRESENTATIONS WHATSOEVER, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

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


CARY BENNETT GLENN

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 5th day of May 2000, by CARY
BENNETT GLENN



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Law Office of Armando Puente, P.C.
5520 North Tenth Street
McAllen, Texas 78504

PREPARED BY:

Law Office of Armando Puente, P.C.
5520 North Tenth Street
McAllen, Texas 78504

File Number: 00Bennett

Filed for Record in:
Hidalgo County
by Juan D. Salinas III
County Clerk

On: May 08, 2000 at 03:22P

As a
Recording

Document Number: 870627
Total Fees : 13.00

Receipt Number - 280691
By
MaryLou Cantu

WARRANTY DEED WITH VENDOR'S LIEN

SSTC/GF#03073837/TG

CONFORMS TO STATE BAR FORM 2253 REV.10-85

Date: March 31, 1999

765578

Grantor: ESTEBAN GARZEZ and wife, SAN JUANITA B. GARZEZ

Grantor's Mailing Address (including county):
R.R. 4, Box 4605
Donna, Texas 78537
Hidalgo County

Grantee: CARY BENNETT GLENN

Grantee's Mailing Address (including county):
200 Maple
McAllen, Texas 78501
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and a note of even date that is in the principal amount of SIXTY EIGHT THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$68,600.00), and is executed by Grantee, payable to the order of TEXAS STATE BANK, 3900 N. 10th St., McAllen, Hidalgo County, Texas 78501. The note is secured by a vendor's lien retained in favor of TEXAS STATE BANK, in this Deed and by a Deed of Trust of even date from Grantee to PAUL S. MOXLEY, Trustee.

Property (including any improvements):

The South 99.0 feet of the North 693.0 feet of the East 220.0 feet of the West 660.0 feet and the North 383.50 feet of the East 220.00 feet of the West 660.0 feet of Farm Tract 795, THE WEST AND ADAMS TRACTS SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 2, Pages 34 through 37, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:
See Exhibit "A" attached hereto.

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 and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

TEXAS STATE BANK, at Grantee's request, has paid in cash to Grantors that portion of the purchase price of the property that is evidenced by the Note described. The vendor's lien and superior title to the property are retained for the benefit of TEXAS STATE BANK, and are transferred to that party without recourse on Grantors.


ESTEBAN GARZEZ

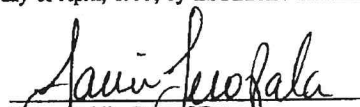

SAN JUANITA B. GARZEZ

(Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 7th day of April, 1999, by ESTEBAN GARZEZ and wife, SAN JUANITA B. GARZEZ.




Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires: 1/12/00

AFTER RECORDING RETURN TO:
CARY BENNETT GLENN
200 MAPLE
MCALLEN, TEXAS 78501

PREPARED IN THE LAW OFFICE OF:
JOHN KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
FILE NO.: #GF73837: TG/rr

CHARGE SIERRA STEWART TITLE

EXHIBIT " A "

GF#: 03073837

SUBJECT TO:

Right-of-Way Easement granted by Hidalgo and Cameron Counties Water Control and Irrigation District No. 9 to South Texas Natural Gas Gathering Company, by instrument dated January 17, 1962, recorded in Volume 1041, Page 338, Deed of Hidalgo

Road Easement along the North side of said property as shown on plat recorded in Volume 2, Pages 34 through 37, Map Records of Hidalgo County, Texas. (as to the 383.50 foot by 220.0 foot tract)

Easements, rights, rules, and regulations in favor of Hidalgo and Cameron Counties Water Control and Irrigation District No. 9.

All visible easements.

Oil and Gas Lease dated March 31, 1944, from Hidalgo and Cameron Counties Water control and Irrigation District No. 9 to La Gloria Corporation recorded in Volume 54, Page 410, Oil and Gas Lease Records of Hidalgo County, Texas. Title to said Lease not checked subsequent to date of aforesaid instrument.

All oil, gas, and other minerals reserved in Deeds recorded in Volume 1296, Page 873, and Volume 873, Page 877, Deed Records of Hidalgo County, Texas. Title to said interest not checked subsequent to the date of aforesaid instrument.

Subdivision regulations of the County of Hidalgo and/or ordinance or governmental regulations of the City wherein the subject property lies or holds extra-territorial jurisdiction.

Subject to taxes for the year 1999 and all subsequent years and taxes for prior years due to change in property use or ownership, including "rollback" taxes.

Filed for Record in:
Hidalgo County, Texas
by Juan D. Salinas III
County Clerk

On: Apr 14, 1999 at 02:56P

As a
Recording

Document Number: 765578
Total Fees : 11.00

Receipt Number - 211158

By,
Anna Smith

**** **Electronically Filed Document** ****

**Hidalgo County
Arturo Guajardo Jr.
County Clerk**

Document Number: 2015-2599308

Recorded As : RECORDING ELECTRONIC

Recorded On: April 01, 2015

Recorded At: 04:21:21 pm

Number of Pages: 4

Recording Fee: \$34.00

Parties:

**Direct-
Indirect- NOT REQUIRED**

Receipt Number: 1510946

Processed By: Ismael Hidalgo

***** **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.



**STATE OF TEXAS
COUNTY OF HIDALGO**

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN
7 TAC § 89.7029(c)

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

Date: _____

Account No. or Property ID No.: See Exhibit A
Legal Description: See Exhibit A
Street Address, if applicable: See Exhibit A
Taxing Unit(s): Hidalgo County, City of Weslaco, Weslaco ISD, Drainage District #1, South Texas College & South Texas ISD
Amount Paid for Transfer: **\$ 18,619.04** (including taxes, penalties, interest, & collection costs)
Tax Years: See Exhibit A
Property Owner(s)' Name(s): ROGELIO OLVERA AND MARIA OLVERA
Transferee's Name: **Tax Ease Funding, LLC**
Transferee's Street Address: 14901 Quorum Dr. Ste 900, Dallas, TX 75254

I, Paul Villarreal, tax assessor-collector for Hidalgo County Tax Office and for all taxing units for which Hidalgo County Tax Office collects ad valorem taxes, certify that the above-named transferee or transferee's agent ("Transferee") has made payment of the amount listed above to the above-named taxing units on the property described above as consideration for a transfer of the tax lien(s), and that the tax lien(s) held by taxing units on the property for the tax years listed above are hereby transferred to **\$18,619.04** in accordance with Texas Tax Code §32.06. I have issued a receipt to Transferee in conjunction with this certification reflecting payment for the transfer in the amount of taxes, penalties, interest, and collection costs.

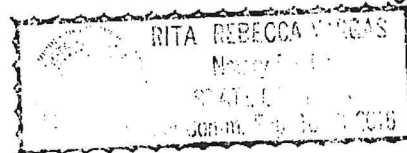
Paul Villarreal,
Tax Assessor-Collector

By: *Pablo (Paul) Villarreal Jr.*



SUBSCRIBED AND SWORN TO BEFORE ME on February 18, 2015, by PABLO (PAUL) VILLARREAL JR, RTA

Rita Rebecca Vargas
NOTARY PUBLIC, State of Texas



After recording, return to
Tax Ease Funding, LLC
14901 Quorum Dr. Ste 900
Dallas, TX 75254

Account # **14124425** (County)
Current: 12/30/2014 / Original: //

Ln #: 14124425 - Owner: Olvera
 Current: 12/30/2014
 Original: //

Tax Lien Transfer Exhibit A

	Tax ID #	Address	City	State	Zip	Lot	Block	Legal	Years Paid	Amount Due
1	'W2300-00-042-0023-00	100 E 6TH ST	WESLAC O	TX				WESLACO ORIGINAL TOWNSITE BLK 42 LTS 23,24	2013	2,781.39
2	'W3800-00-795-0000-78	MILE 5 NORTH	WESLAC O	TX				WEST TRACT S99'-N693'- E220'-W660' FT 795 0.50AC	2013, 2014	1,415.32
3	'W3800-00-795-0000-74	1502 MILE 5 NORTH	WESLAC O	TX				WEST TRACT N383.50'- E220'-W660' FT 795 1.94AC GR 1.79AC NET	2013, 2014	3,720.62
4	'W2300-00-033-0019-00	419 S TEXAS BLVD	WESLAC O	TX				WESLACO ORIGINAL TOWNSITE BLK 33 LT 19	2013, 2014	8,458.76
5	'H2850-00-002-0008-00	1014 S MISSOURI AVE	WESLAC O	TX				HIGHLAND BLK 2 LT 8	2013, 2014	2,242.95
6										
7										
8										
9										
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15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
									Total Paid:	\$ 18,619.04

SWORN DOCUMENT AUTHORIZING TRANSFER OF TAX LIEN

STATE OF TEXAS

§

After recording, return to:

COUNTY OF HIDALGO

§

Tax Ease Funding, LLC
14901 Quorum Dr. Ste 900
Dallas, TX 75254

Before me, the undersigned notary, on this day personally appeared ROGELIO OLVERA AND MARIA OLVERA, known to me to be the person(s) whose name(s) is/are subscribed below, and being duly sworn, upon oath deposed and stated as follows:

"My name is ROGELIO OLVERA AND MARIA OLVERA. I am over 18 years of age and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I or the entity I represent owns the real property described as follows:

Account No. or Property ID No.: See Exhibit A
 Legal Description: See Exhibit A
 Street Address, if applicable: See Exhibit A
 Amount Paid for Transfer: \$ 18,619.04 (including taxes, penalties, interest, & collection costs)
 Tax Year(s): See Exhibit A
 Transferee's Name: Tax Ease Funding, LLC
 OCCC Property Tax License Lender No.: 17652-54550
 Transferee's Street Address: 14901 Quorum Dr. Ste 900, Dallas, TX 75254

"Pursuant to Texas Tax Code §32.06, I hereby authorize the above-named transferee or transferee's agent (the "Transferee"), to pay all taxes, penalties, interest, and collection costs imposed by any and all local taxing units or their agents on the real property, described above, for the tax years listed above. I further authorize and direct the tax assessor-collector(s) for said taxing units to issue a tax receipt with the collector's seal of office or notarized signature to the Transferee and to certify that the taxes and any penalties and interest on the subject property and collection costs have been paid by the transferee on behalf of the owner, and the tax lien on the owner's property has been transferred to the Transferee.

"I have been given notice that if this property is my homestead and I am either age 65 or older or disabled, I may be eligible for a tax deferral under Texas Tax Code §33.06."

Property Owner
OR Authorized
Representative

Name: Rogelio Olvera

12-31-14
Date Signed

Property Owner
OR Authorized
Representative

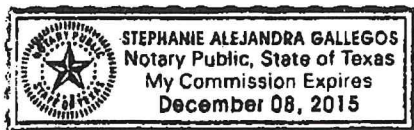
Name: Maria Olvera

12-31-14
Date Signed

STATE OF TEXAS
COUNTY OF Harris

Subscribed and sworn to before me on 12/30/2014 by ROGELIO OLVERA AND MARIA OLVERA.

Stephanie Alejandra Gallegos
NOTARY PUBLIC, STATE OF TEXAS



Account # 14124425 (County)
Current: 12/30/2014 / Original: //

**** **Electronically Filed Document** ****

**Hidalgo County
Arturo Guajardo Jr.
County Clerk**

Document Number: 2015-2624800

Recorded As : RECORDING ELECTRONIC

Recorded On: July 01, 2015

Recorded At: 05:30:41 pm

Number of Pages: 4

Recording Fee: \$34.00

Parties:

**Direct-
Indirect- NOT REQUIRED**

Receipt Number: 1532079

Processed By: Imelda Leal

***** **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.



**STATE OF TEXAS
COUNTY OF HIDALGO**

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

SWORN DOCUMENT AUTHORIZING TRANSFER OF TAX LIEN

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

After recording, return to:
 Tax Ease Funding, LLC
 14901 Quorum Dr. Ste 900
 Dallas, TX 75254

Before me, the undersigned notary, on this day personally appeared ROGELIO OLVERA AND MARIA OLVERA, known to me to be the person(s) whose name(s) is/are subscribed below, and being duly sworn, upon oath depose and stated as follows:

"My name is ROGELIO OLVERA AND MARIA OLVERA. I am over 18 years of age and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I or the entity I represent owns the real property described as follows:

Account No. or Property ID No.: See Exhibit A
 Legal Description: See Exhibit A
 Street Address, if applicable: See Exhibit A
 Amount Paid for Transfer: **\$ 2,203.97** (including taxes, penalties, interest, & collection costs)
 Tax Year(s): See Exhibit A
 Transferee's Name: **Tax Ease Funding, LLC**
 OCCC Property Tax License Lender No.: 17652-54550
 Transferee's Street Address: 14901 Quorum Dr. Ste 900, Dallas, TX 75254

"Pursuant to Texas Tax Code §32.06, I hereby authorize the above-named transferee or transferee's agent (the "Transferee"), to pay all taxes, penalties, interest, and collection costs imposed by any and all local taxing units or their agents on the real property, described above, for the tax years listed above. I further authorize and direct the tax assessor-collector(s) for said taxing units to issue a tax receipt with the collector's seal of office or notarized signature to the Transferee and to certify that the taxes and any penalties and interest on the subject property and collection costs have been paid by the transferee on behalf of the owner, and the tax lien on the owner's property has been transferred to the Transferee.

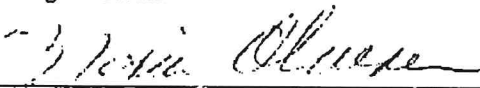
"I have been given notice that if this property is my homestead and I am disabled, I may be eligible for a tax deferral under Texas Tax Code §33.06."

Property Owner
 OR Authorized
 Representative


 Name: Rogelio Olvera

3/31/15
 Date Signed

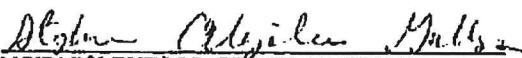
Property Owner
 OR Authorized
 Representative


 Name: Maria Olvera

3/31/15
 Date Signed

STATE OF TEXAS
 COUNTY OF HIDALGO

Subscribed and sworn to before me on 03/30/2015 by ROGELIO OLVERA AND MARIA OLVERA.


 NOTARY PUBLIC, STATE OF TEXAS



Account # 15024870 (County)
 Current: 03/30/2015 / Original: 12/30/2014

Tax Lien Transfer Exhibit A

Ln #: 15024870 - Owner: Olvera
Current: 03/30/2015
Original: 12/30/2014

Tax ID #	Address	City	State	Zip	Lot	Block	Legal	Years Paid	Amount Due
1 W2300-00-042-0023-00	100 E 6TH ST	WESLAC O	TX				WESLACO ORIGINAL TOWNSITE BLK 42 LTS 23,24	2014	2,203.97
2 W3800-00-795-0000-78	MILE 5 NORTH	WESLAC O	TX				WEST TRACT 99'-N693'- E220'-W660' FT 795 0.50AC		0.00
3 W3800-00-795-0000-74	1502 MILE 5 NORTH	WESLAC O	TX				WEST TRACT N383.50'- E220'-W660' FT 795 1.94AC GR 1.79AC NET		0.00
4 W2300-00-033-0019-00	419 S TEXAS BLVD	WESLAC O	TX				WESLACO ORIGINAL TOWNSITE BLK 33 LT 19		0.00
5 H2850-00-002-0008-00	1014 S MISSOURI AVE	WESLAC O	TX				HIGHLAND BLK 2 LT 8		0.00
6 L4850-01-002-0001-00	201 W 18TH ST	WESLAC O	TX				LIVE OAK ESTATES #1 LOT 1 BLK 2		0.00
7									
8									
9									
10									
11									
12									
13									
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15									
16									
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18									
19									
20									
21									
22									
23									
24									
25									
Total Paid:									\$ 2,203.97

CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN
7 TAC § 89.7029(c)

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

Date: _____

Account No. or Property ID No.: See Exhibit A
Legal Description: See Exhibit A
Street Address, if applicable: See Exhibit A
Taxing Unit(s): Hidalgo County, City of Weslaco, South Texas ISD, Drainage District #1, South Texas College & Weslaco ISD
Amount Paid for Transfer: **\$ 2,203.97** (including taxes, penalties, interest, & collection costs)
Tax Years: See Exhibit A
Property Owner(s)' Name(s): ROGELIO OLVERA AND MARIA OLVERA
Transferee's Name: **Tax Ease Funding, LLC**
Transferee's Street Address: 14901 Quorum Dr. Ste 900, Dallas, TX 75254

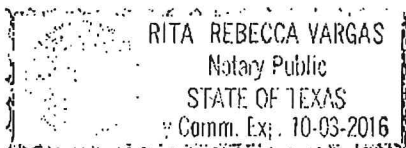
I, Paul Villarreal, tax assessor-collector for Hidalgo County Tax Office and for all taxing units for which Hidalgo County Tax Office collects ad valorem taxes, certify that the above-named transferee or transferee's agent ("Transferee") has made payment of the amount listed above to the above-named taxing units on the property described above as consideration for a transfer of the tax lien(s), and that the tax lien(s) held by taxing units on the property for the tax years listed above are hereby transferred to Transferee in accordance with Texas Tax Code §32.06. I have issued a receipt to Transferee in conjunction with this certification reflecting payment for the transfer in the amount of taxes, penalties, interest, and collection costs.

Paul Villarreal,
Tax Assessor/Collector

By: _____



SUBSCRIBED AND SWORN TO BEFORE ME on April 14, 2015 by PABLO (PAUL) VILLARREAL JR.; RTA



Rita Rebecca Vargas
NOTARY PUBLIC, State of Texas

After recording, return to
Tax Ease Funding, LLC
14901 Quorum Dr. Ste 900
Dallas, TX 75254

Account # 15024870 (County)
Current: 03/30/2015 / Original: 12/30/2014

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

Document No: 2701743

Billable Pages: 3

Recorded On: April 07, 2016 10:48 AM

Number of Pages: 4

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

Total Recording: 44.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 2701743
Receipt No: 20160407000128
Recorded On: April 07, 2016 10:48 AM
Deputy Clerk: Pete Diaz
Station: CH-1-CC-K22

Record and Return To:

Logan UT 84321



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, Texas

TAX LIEN CONTRACT ("Contract")

Date: 03/29/2016
Loan Number: 16026311
Property Owner: Rogelio Olvera
(whether one or more) Maria Olvera
PO Box 5537
Houston, TX 77262
Tax Lien Transferee: Tax Ease Funding, LLC
14800 Landmark Blvd, Suite 400
Dallas, TX 75254
Tax Payment Agreement: Date: 03/29/2016
Tax Obligation: \$11,401.19 (original amount)

Property (including any improvements) located in **Hidalgo County**, Texas and described as follows:

See Exhibit A

Located at: See Exhibit A, Weslaco, TX 78596

1. Pursuant to § 32.06, Texas Tax Code, Property Owner by execution of a sworn document did authorize Tax Lien Transferee to pay ad valorem taxes, penalties, interest and costs due on the Property to certain taxing units. Such sworn authorization permits the taxing units to transfer the tax liens on the Property to Tax Lien Transferee to secure payment of the Tax Obligation. Property Owner also executed the Tax Payment Agreement, and under its terms Property Owner shall pay to Tax Lien Transferee the Tax Obligation. The terms of the Tax Payment Agreement are incorporated herein.

2. In compliance with § 32.06 and § 32.065, Texas Tax Code, this Contract further secures the special tax lien against the Property transferred to Tax Lien Transferee for the Tax Obligation and secures the payment of all amounts previously or hereafter advanced, charged, or incurred in connection with transferred lien(s), this Contract, the Tax Payment Agreement, or modifications thereof, as agreed to by Property Owner, including taxes, penalties, interest, costs, fees, post-closing costs and fees, or other charges as permitted by law. Tax Lien Transferee is subrogated to rights, liens, remedies, and equities of the taxing units paid, and the same are renewed and extended by this Contract until all obligations under the Tax Payment Agreement are satisfied and paid in full.

3. An "Event of Default" is any failure by Property Owner to perform under this Contract or the Tax Payment Agreement. Upon an Event of Default, Tax Lien Transferee may proceed to foreclose its tax lien under any method provided in § 32.06(c), Texas Tax Code. In accordance with section 32.06, Texas Tax Code, Property Owner hereby waives the requirement that Tax Lien Transferee wait one year from the date the tax lien transfer is recorded before instituting foreclosure following a default and acceleration. This Contract shall not restrict Tax Lien Transferee from pursuing any remedy to which it is otherwise entitled by law.

4. This Contract shall be recorded in each county in which the Property is located. When the context requires, singular nouns and pronouns include the plural.

ROGELIO & MARIA OLVERA

LOAN NUMBER: 16026311

EXHIBIT "A"

419 S. TEXAS BLVD.

ALL OF LOT 19, BLOCK 33, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

100 E. 6TH STREET

ALL OF LOTS 23 AND 24, BLOCK 42, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

1502 MILE 5 NORTH & MILE 5 NORTH

THE SOUTH 99.0 FEET OF THE NORTH 693.00 FEET OF THE EAST 220.00 FEET OF THE WEST 660.0 FEET AND THE NORTH 383.50 FEET OF THE EAST 220.0 FEET OF THE WEST 660.0 FEET OF FARM TRACT 795, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34 THROUGH 37, MAP RECORDS, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

1014 S. MISSOURI AVENUE

LOT 8, BLOCK 2, THE HIGHLANDS SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 3, PAGE 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

✓

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

Document No: 2703476

Billable Pages: 3

Recorded On: April 14, 2016 07:45 AM

Number of Pages: 4

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

Total Recording: 44.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 2703476
Receipt No: 20160413000151
Recorded On: April 14, 2016 07:45 AM
Deputy Clerk: Mary Lou Cantu
Station: CH-1-CC-K13

Record and Return To:

Logan UT 84321



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, Texas

CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN
7 TAC § 89.7029(c)

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

Date: _____

Account No. or Property ID No.: See Exhibit A
Legal Description: See Exhibit A
Street Address, if applicable: See Exhibit A
Taxing Unit(s): HIDALGO COUNTY, CITY OF WESLACO, WESLACO ISD, DRAINAGE DIST #1, SOUTH TEXAS COLLEGE & SOUTH TEXAS ISD
Amount Paid for Transfer: **\$ 9,899.31** (including taxes, penalties, interest, & collection costs)
Tax Years: See Exhibit A
Property Owner(s)' Name(s): ROGELIO OLVERA AND MARIA OLVERA
Transferee's Name: **Tax Ease Funding, LLC**
Transferee's Street Address: 14800 Landmark Blvd, Suite 400, Dallas, TX 75254

I, Paul Villarreal, tax assessor-collector for Hidalgo County Tax Office and for all taxing units for which Hidalgo County Tax Office collects ad valorem taxes, certify that the above-named transferee or transferee's agent ("Transferee") has made payment of the amount listed above to the above-named taxing units on the property described above as consideration for a transfer of the tax lien(s), and that the tax lien(s) held by taxing units on the property for the tax years listed above are hereby transferred to Transferee in accordance with Texas Tax Code §32.06. I have issued a receipt to Transferee in conjunction with this certification reflecting payment for the transfer in the amount of taxes, penalties, interest, and collection costs.

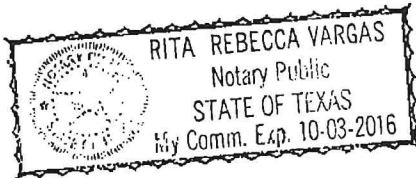
Paul Villarreal,
Tax Assessor-Collector

By: _____

SUBSCRIBED AND SWORN TO BEFORE ME on

April 8, 2016

by **PABLO (PAUL) VILLARREAL JR., PCC**



Rita Rebecca Vargas
NOTARY PUBLIC, State of Texas

After recording, return to
Tax Ease Funding, LLC
14800 Landmark Blvd, Suite 400
Dallas, TX 75254

Account # 16026311 (County)
Current: 03/29/2016 / Original: //

SWORN DOCUMENT AUTHORIZING TRANSFER OF TAX LIEN

STATE OF TEXAS §

COUNTY OF HIDALGO §

After recording, return to:
 Tax Ease Funding, LLC
 14800 Landmark Blvd, Suite 400
 Dallas, TX 75254

Before me, the undersigned notary, on this day personally appeared ROGELIO OLVERA AND MARIA OLVERA, known to me to be the person(s) whose name(s) is/are subscribed below, and being duly sworn, upon oath deposed and stated as follows:

"My name is ROGELIO OLVERA AND MARIA OLVERA. I am over 18 years of age and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I or the entity I represent owns the real property described as follows:

Account No. or Property ID No.: See Exhibit A
 Legal Description: See Exhibit A
 Street Address, if applicable: See Exhibit A
 Amount Paid for Transfer: \$ 9,899.31 (including taxes, penalties, interest, & collection costs)
 Tax Year(s): See Exhibit A
 Transferee's Name: Tax Ease Funding, LLC
 OCCC Property Tax License Lender No.: 17652-54550
 Transferee's Street Address: 14800 Landmark Blvd, Suite 400, Dallas, TX 75254

"Pursuant to Texas Tax Code §32.06, I hereby authorize the above-named transferee or transferee's agent (the "Transferee"), to pay all taxes, penalties, interest, and collection costs imposed by any and all local taxing units or their agents on the real property, described above, for the tax years listed above. I further authorize and direct the tax assessor-collector(s) for said taxing units to issue a tax receipt with the collector's seal of office or notarized signature to the Transferee and to certify that the taxes and any penalties and interest on the subject property and collection costs have been paid by the transferee on behalf of the owner, and the tax lien on the owner's property has been transferred to the Transferee.

"I have been given notice that if this property is my homestead and I am disabled, I may be eligible for a tax deferral under Texas Tax Code §33.06."

Property Owner
 OR Authorized
 Representative

Name: Rogelio Olvera

3/30/16
 Date Signed

Property Owner
 OR Authorized
 Representative

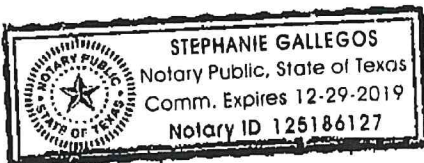
Name: Maria Olvera

3-30-16
 Date Signed

STATE OF TEXAS
 COUNTY OF HARRIS

Subscribed and sworn to before me on 03/29/2016 by ROGELIO OLVERA AND MARIA OLVERA.

Stephanie Gallegos
 NOTARY PUBLIC, STATE OF TEXAS



Account # 16026311 (County)
 Current: 03/29/2016 / Original: //

Tax Lien Transfer Exhibit A

Ln #: 16026311 - Owner: Olivera
Current: 03/29/2016
Original: //

	Tax ID #	Address	City	State	Zip	Lot	Block	Legal	Years Paid	Amount Due
1	'W2300-00-042-0023-00	100 E 6TH ST	WESLAC	TX				WESLACO ORIGINAL TOWNSITE BLK 42 LTS 23.24	2015	2,519.75
2	'W3800-00-795-0000-78	MILE 5 NORTH	WESLAC	TX				WEST TRACT S99'-N693'-E220'-W660' FT 795 0.50AC	2015	642.22
3	'W3800-00-795-0000-74	1502 MILE 5 NORTH	WESLAC	TX				WEST TRACT N383.50'-E220'-W660' FT 795 1.94AC GR 1.79AC NET	2015	1,600.96
4	'W2300-00-033-0019-00	419 S TEXAS BLVD	WESLAC	TX				WESLACO ORIGINAL TOWNSITE BLK 33 LT 19	2015	4,035.07
5	'H2850-00-002-0008-00	1014 S MISSOURI AVE	WESLAC	TX				HIGHLAND BLK 2 LT 8	2015	1,101.31
6										
7										
8										
9										
10										
11										
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14										
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16										
17										
18										
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21										
22										
23										
24										
25										
Total Paid:										\$ 9,899.31

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

Document No: 2861773

Billable Pages: 2

Recorded On: October 31, 2017 02:10 PM

Number of Pages: 3

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

Total Recording: \$ 40.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 2861773
Receipt No: 20171031000295
Recorded On: October 31, 2017 02:10 PM
Deputy Clerk: Pete Diaz
Station: Mcallen-CC-K22.hccm.com

Record and Return To:

Simplifile

PROVO UT 84604



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, Texas

TAX LIEN CONTRACT

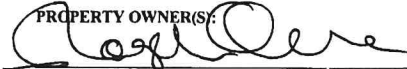
Property Owner(s):	Rogelio Olvera, Maria Olvera	Tax Lien Holder:	Propel Financial Services, LLC, its successors and/or assigns
Property Owner's Mailing Address:	P. O. Box 5537 Houston, TX 77262	Tax Lien Holder's Mailing Address:	P.O. Box 100350, San Antonio, TX 78201
Property:	LOT 8, BLOCK 2, THE HIGHLAND SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 3, PAGE 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS. THE NORTH 383.56 FEET OF THE EAST 220.0 FEET OF THE WEST 660.0 FEET OF FARM TRACT 795, THE WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34 THROUGH 37, MAP RECORDS, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS. ALL OF LOT 19, BLOCK 33, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ALL OF LOTS 23 AND 24, BLOCK 42, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.		
Tax Account Number(s):	H285000002000800 W380000795000074 W230000033001900 W230000042002300	Property Address:	1014 S Missouri Ave., Weslaco, TX 78596 1502 Mile 5 North, Weslaco, TX 78596 419 S Texas Blvd., Weslaco, TX 78596 100 E 6th St., Weslaco, TX 78596

Under the provisions of § 32.06, Texas Tax Code, Property Owner authorized Tax Lien Holder to pay ad valorem taxes, penalties, interest, costs and fees due on the Property to the taxing units. Property Owner has executed a Property Tax Payment Agreement ("Payment Agreement") of even date with this Tax Lien Contract ("Contract") and agreed to pay Tax Lien Holder such total tax lien payment amounts and closing costs as permitted by law totaling **\$12,344.18** ("Funds Advanced") under the terms of the Payment Agreement and this Contract. Property Owner also executed an affidavit permitting the taxing units to transfer the tax liens on the Property to Tax Lien Holder to secure payment of the Funds Advanced.

For value received, Property Owner and Tax Lien Holder act and agree as follows:

- Property Owner agrees to obey all laws, ordinances, and restrictive covenants applicable to the property. Property Owner agrees to keep the property in good repair and condition and to preserve the lien's priority as it is established in this Contract.
- This Contract, in accordance with § 351.002 (2) (c), Texas Finance Code and § 32.06 and § 32.065, Texas Tax Code, further secures the special tax lien against the Property transferred to Tax Lien Holder for the Funds Advanced and secures the payment of all amounts previously or hereafter advanced, charged, or incurred in connection with the transferred lien, this Contract, or the Payment Agreement, as agreed to by Property Owner, including taxes, penalties, interest, costs, fees, or other charges.
- Tax Lien Holder is subrogated to the rights, liens, remedies, and equities of the transferring taxing units, and the same are renewed and extended by this Contract until all obligations under the Payment Agreement are satisfied and paid in full.
- An "Event of Default" herein is any failure by Property Owner to perform under this Contract or the Payment Agreement. The terms of the Payment Agreement are incorporated herein.
- Upon an Event of Default, Tax Lien Holder may institute proceedings to foreclose its lien under any method provided in § 32.06(e), Texas Tax Code, within one year from the date the tax lien transfer is recorded or thereafter. This contract does not restrict Tax Lien Holder from pursuing any remedy to which it is otherwise entitled by law.
- This Contract and any sworn document and affidavit attesting to the transfer of tax lien shall be recorded in each county in which the Property is located. When the context requires, singular nouns and pronouns include the plural.

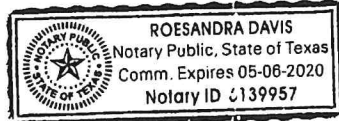
Executed on the 26th day of October 2017.

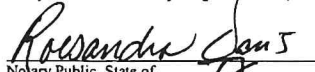
PROPERTY OWNER(S):

 Rogelio Olvera

 Maria Olvera

STATE OF TX
 COUNTY OF Harris

This instrument was acknowledged before me on the 26th day of October 2017 by Rogelio Olvera, Maria Olvera.




 Notary Public, State of TX

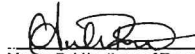
TAX LIEN HOLDER:
 Propel Financial Services, LLC


 Margaret Gillespie, Mariana Galvan, Amber Reeves, Elizabeth Verduzco or _____

STATE OF TEXAS)

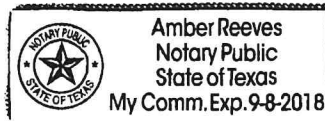
COUNTY OF BEXAR)

This instrument was acknowledged before me on the 31 day of October 2017 by Margaret Gillespie, Mariana Galvan, Amber Reeves, Elizabeth Verduzco, or _____, Authorized Representative of Propel Financial Services, LLC.


 Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Propel Financial Services, LLC
 P.O. Box 100350
 San Antonio, Texas 78201



TAX LIEN CONTRACT

ACCOUNT NO.: P171069509

Page 2 of 2

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

Document No: 2865970

Billable Pages: 1

Recorded On: November 16, 2017 01:45 PM

Number of Pages: 2

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

Total Recording: \$ 36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 2865970
Receipt No: 20171116000221
Recorded On: November 16, 2017 01:45 PM
Deputy Clerk: Pete Diaz
Station: Mcallen-CC-K22.hccm.com

Record and Return To:

Simplifile

PROVO UT 84604



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, Texas

7 TAC §89.702 (c)

STATE OF TEXAS
COUNTY OFHidalgo§
§

DATE: October 26, 2017

CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN

Account No. or Property ID No.:
Legal Description:W380000795000074
WEST TRACT N383.50'-E220'-W660' FT 795
1.94AC GR 1.79AC NET and for long legal description, see Section
32.065 Tax Lien Contract, dated October 26, 2017, filed in conjunction
with this Lien, in the Official Public Records, Hidalgo County, Texas.
1502 Mile 5 North, Weslaco, TX 78596 Hidalgo County
Hidalgo County and all political subdivisions and districts for which it
collects ad valorem taxes.Street Address, if applicable:
Taxing Unit(s):Amount Paid for Transfer (including taxes, penalties,
interest, and collection costs):

\$2,036.32

Tax Year(s):

2016

Property Owner(s)' Name(s):

Rogelio Olvera, Maria Olvera

Transferee's Name:

Propel Financial Services, LLC

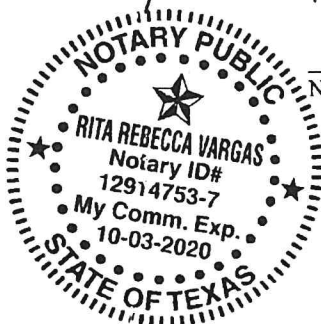
Transferee's Street Address:

12672 Silicon Drive, Suite 150
San Antonio, TX 78249

I, Pablo "Paul" Villarreal Jr., Tax Assessor-Collector for Hidalgo County and for all taxing units for which Hidalgo County collects ad valorem taxes, certify that the above named transferee or transferee's agent ("Transferee") has made payment of the amount listed above to the above-named taxing units on the property described above as consideration for the transfer of the tax lien(s), and that the tax lien(s) held by taxing units on the property for the tax years listed above are hereby transferred to Transferee in accordance with the Tax Code §32.06. I have issued a receipt to Transferee in conjunction with this certification reflecting the payment for the transfer of the tax lien(s), penalties, interest, and collection costs.

Pablo "Paul" Villarreal Jr.
Hidalgo County Tax Assessor-Collector

By: _____

SUBSCRIBED AND SWORN BEFORE ME on November 7, 2017 by Pablo "Paul" Villarreal Jr..After recording return to:
Propel Financial Services, LLC
P.O. Box 100350
San Antonio, TX 78201Rita Rebecca Vargas
Notary Public, State of Texas

P171069509

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

Document No: 2907973

Billable Pages: 4

Recorded On: April 18, 2018 12:18 PM

Number of Pages: 5

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

Total Recording: \$ 48.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 2907973
Receipt No: 20180418000187
Recorded On: April 18, 2018 12:18 PM
Deputy Clerk: Amabely Rodriguez
Station: Mcallen-CC-K23

Record and Return To:

Simplifile
5072 North 300 West

PROVO UT 84604



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, Texas

TAX LIEN CONTRACT

Property Owner(s):	Rogelio Olvera, Maria Olvera	Tax Lien Holder:	Propel Financial Services, LLC, its successors and/or assigns
Property Owner's Mailing Address:	P. O. Box 5537 Houston, TX 77262	Tax Lien Holder's Mailing Address:	P.O. Box 100350, San Antonio, TX 78201
Property:	LOT 8, BLOCK 2, THE HIGHLAND SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 3, PAGE 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS. THE SOUTH 99.0 FEET OF THE NORTH 693.0 FEET OF THE EAST 220.00 FEET OF THE WEST 660.0 FEET AND THE NORTH 383.50 FEET OF THE EAST 220.0 FEET OF THE WEST 660.0 FEET OF FARM TRACT 795, THE WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34 THROUGH 37, MAP RECORDS, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS. ALL OF LOT 19, BLOCK 33, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ALL OF LOTS 23 AND 24, BLOCK 42, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.		
Tax Account Number(s):	See Exhibit A	Property Address:	1014 S Missouri Ave , Weslaco, TX 78596 1502 Mile 5 North , Weslaco, TX 78596 419 S Texas Blvd , Weslaco, TX 78596 100 E 6th St , Weslaco, TX 78596 Mile 5 North , Weslaco, TX 78596

Under the provisions of § 32.06, Texas Tax Code, Property Owner authorized Tax Lien Holder to pay ad valorem taxes, penalties, interest, costs and fees due on the Property to the taxing units. Property Owner has executed a Property Tax Payment Agreement ("Payment Agreement") of even date with this Tax Lien Contract ("Contract") and agreed to pay Tax Lien Holder such total tax lien payment amounts and closing costs as permitted by law totaling \$12,896.58 ("Funds Advanced") under the terms of the Payment Agreement and this Contract. Property Owner also executed an affidavit permitting the taxing units to transfer the tax liens on the Property to Tax Lien Holder to secure payment of the Funds Advanced.

For value received, Property Owner and Tax Lien Holder act and agree as follows:

- Property Owner agrees to obey all laws, ordinances, and restrictive covenants applicable to the property. Property Owner agrees to keep the property in good repair and condition and to preserve the lien's priority as it is established in this Contract.
- This Contract, in accordance with § 351.002 (2) (c), Texas Finance Code and § 32.06 and § 32.065, Texas Tax Code, further secures the special tax lien against the Property transferred to Tax Lien Holder for the Funds Advanced and secures the payment of all amounts previously or hereafter advanced, charged, or incurred in connection with the transferred lien, this Contract, or the Payment Agreement, as agreed to by Property Owner, including taxes, penalties, interest, costs, fees, or other charges.
- Tax Lien Holder is subrogated to the rights, liens, remedies, and equities of the transferring taxing units, and the same are renewed and extended by this Contract until all obligations under the Payment Agreement are satisfied and paid in full.
- An "Event of Default" herein is any failure by Property Owner to perform under this Contract or the Payment Agreement. The terms of the Payment Agreement are incorporated herein.
- Upon an Event of Default, Tax Lien Holder may institute proceedings to foreclose its lien under any method provided in § 32.06(c), Texas Tax Code, within one year from the date the tax lien transfer is recorded or thereafter. This contract does not restrict Tax Lien Holder from pursuing any remedy to which it is otherwise entitled by law.

6. This Contract and any sworn document and affidavit attesting to the transfer of tax lien shall be recorded in each county in which the Property is located. When the context requires, singular nouns and pronouns include the plural.

Executed on the 13th day of April 2018.

PROPERTY OWNER(S):

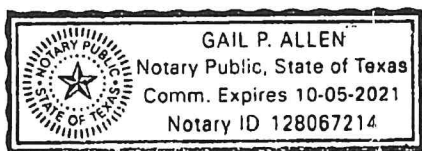
Rogelio Olvera

Maria Olvera

STATE OF Texas

COUNTY OF Harris

This instrument was acknowledged before me on the 13th day of April 2018 by Rogelio Olvera, Maria Olvera.



Gail P. Allen
Notary Public, State of Texas

TAX LIEN HOLDER:

Propel Financial Services, LLC

Margaret Gillespie, Amber Reeves, Elizabeth Verduzco or

STATE OF TEXAS)

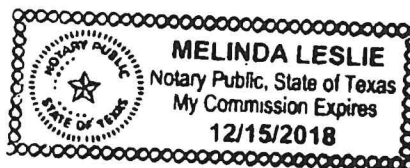
COUNTY OF BEXAR)

This instrument was acknowledged before me on the 18 day of April, 2018 by Margaret Gillespie, ~~Amber Reeves, Elizabeth Verduzco, or~~ Authorized Representative of Propel Financial Services, LLC.

Melinda Leslie
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Propel Financial Services, LLC
P.O. Box 100350
San Antonio, Texas 78201



TAX LIEN CONTRACT

ACCOUNT NO.: P180470556

Page 3 of 3

Exhibit A to TLC

Account Number: P180470556						
County Name	Tax Account #	Short Legal Description	Property Address			
Hidalgo	H285000002000800	HIGHLAND BLK 2 LT 8	1014 S Missouri Ave	Weslaco	TX	78596
Hidalgo	W380000795000074	WEST TRACT N383.50'-E220'-W660' FT 795 1.94AC GR 1.79AC NET	1502 Mile 5 North	Weslaco	TX	78596
Hidalgo	W230000033001900	WESLACO ORIGINAL TOWNSITE BLK 33 LT 19	419 S Texas Blvd	Weslaco	TX	78596
Hidalgo	W230000042002300	WESLACO ORIGINAL TOWNSITE BLK 42 LTS 23,24	100 E 6th St	Weslaco	TX	78596
Hidalgo	W380000795000078	WEST TRACT S99'-N693'-E220'-W660' FT 795 0.50AC	Mile 5 North	Weslaco	TX	78596

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

Document No: 2913461

Billable Pages: 2

Recorded On: May 07, 2018 09:43 AM

Number of Pages: 3

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

Total Recording: \$ 40.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 2913461
Receipt No: 20180507000071
Recorded On: May 07, 2018 09:43 AM
Deputy Clerk: Aurelio Aleman
Station: CH-1-CC-K15

Record and Return To:

Simplifile
5072 North 300 West

PROVO UT 84604



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, Texas

7 TAC §89.702 (c)

STATE OF TEXAS
COUNTY OF Hidalgo§
§

DATE: April 13, 2018

CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN

Account No. or Property ID No.:

See Exhibit A

Legal Description:

See Exhibit A and for long legal description, see Section 32.065 Tax Lien Contract, dated April 13, 2018, filed in conjunction with this Lien, in the Official Public Records, Hidalgo County, Texas.

Street Address, if applicable:

See Exhibit A

Taxing Unit(s):

Hidalgo County and all political subdivisions and districts for which it collects ad valorem taxes.

Amount Paid for Transfer (including taxes, penalties, interest, and collection costs):

\$11,597.58

Tax Year(s):

See Exhibit A

Property Owner(s)' Name(s):

Rogelio Olvera, Maria Olvera

Transferee's Name:

Propel Financial Services, LLC

Transferee's Street Address:

12672 Silicon Drive, Suite 150
San Antonio, TX 78249

I, Pablo "Paul" Villarreal Jr., Tax Assessor-Collector for Hidalgo County and for all taxing units for which Hidalgo County collects ad valorem taxes, certify that the above named transferee or transferee's agent ("Transferee") has made payment of the amount listed above to the above-named taxing units on the property described above as consideration for the transfer of the tax lien(s), and that the tax lien(s) held by taxing units on the property for the tax years listed above are hereby transferred to Transferee in accordance with Texas Tax Code §32.06. I have issued a receipt to Transferee in conjunction with this certification reflecting the payment for the transfer of the amount of taxes, penalties, interest, and collection costs.

Pablo "Paul" Villarreal Jr.
Hidalgo County Tax Assessor-Collector

By: Pablo (Paul) Villarreal Jr.SUBSCRIBED AND SWORN BEFORE ME on May 1, 2018 by Pablo "Paul" Villarreal Jr..

After recording return to:
Propel Financial Services, LLC
P.O. Box 100350
San Antonio, TX 78201



Rita Rebecca Vargas
Notary Public, State of Texas

P180470556

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

Document No: 3028039

Billable Pages: 2

Recorded On: July 03, 2019 11:15 AM

Number of Pages: 3

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

Total Recording: \$ 40.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 3028039
Receipt No: 20190703000145
Recorded On: July 03, 2019 11:15 AM
Deputy Clerk: Elisa Castillo
Station: CH-1-CC-K31

Record and Return To:

Simplifile
5072 North 300 West

PROVO UT 84604



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, Texas

TAX LIEN CONTRACT

Property Owner(s):	Rogelio Olvera, Maria Olvera	Tax Lien Holder:	Propel Tax, its successors and/or assigns
Property Owner's Mailing Address:	PO Box 5537 Houston, TX 77262-5537	Tax Lien Holder's Mailing Address:	P.O. Box 100350 San Antonio, TX 78201
Property:	LOT 8, BLOCK 2, THE HIGHLAND SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 3, PAGE 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS. THE SOUTH 99.0 FEET OF THE NORTH 693.0 FEET OF THE EAST 220.0 FEET OF THE WEST 660.0 FEET AND THE NORTH 383.50 FEET OF THE EAST 220.0 FEET OF THE WEST 660.0 FEET OF FARM TRACT 795, THE WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34 THROUGH 37, MAP RECORDS, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS. ALL OF LOT 19, BLOCK 33, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS OF HIDALGO COUNTY, TEXAS. LOT 1, J. MURREY HOCKE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 10, PAGE 30, MAP RECORDS, HIDALGO COUNTY, TEXAS.		
Tax Account Number(s):	H285000002000800 W380000795000074 W230000033001900 W380000795000078 H435000000000100	Property Address:	1014 S Missouri Ave, Weslaco, TX 78596 1502 Mile 5 North, Weslaco, TX 78596 419 S Texas Blvd, Weslaco, TX 78596 Mile 5 North, Weslaco, TX 78596 715 W 18th St, Weslaco, TX 78596

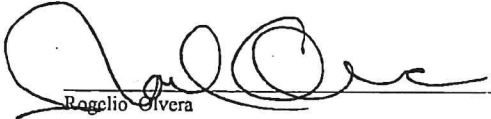
Under the provisions of § 32.06, Texas Tax Code, Property Owner authorized Tax Lien Holder to pay ad valorem taxes, penalties, interest, costs and fees due on the Property to the taxing units. Property Owner has executed a Property Tax Payment Agreement ("Payment Agreement") of even date with this Tax Lien Contract ("Contract") and agreed to pay Tax Lien Holder such total tax lien payment amounts and closing costs as permitted by law totaling \$13,624.70 ("Funds Advanced") under the terms of the Payment Agreement and this Contract. Property Owner also executed an affidavit permitting the taxing units to transfer the tax liens on the Property to Tax Lien Holder to secure payment of the Funds Advanced.

For value received, Property Owner and Tax Lien Holder act and agree as follows:

1. Property Owner agrees to obey all laws, ordinances, and restrictive covenants applicable to the property. Property Owner agrees to keep the property in good repair and condition and to preserve the lien's priority as it is established in this Contract.
2. This Contract, in accordance with § 351.002 (2) (c), Texas Finance Code and § 32.06 and § 32.065, Texas Tax Code, further secures the special tax lien against the Property transferred to Tax Lien Holder for the Funds Advanced and secures the payment of all amounts previously or hereafter advanced, charged, or incurred in connection with the transferred lien, this Contract, or the Payment Agreement, as agreed to by Property Owner, including taxes, penalties, interest, costs, fees, or other charges.
3. Tax Lien Holder is subrogated to the rights, liens, remedies, and equities of the transferring taxing units, and the same are renewed and extended by this Contract until all obligations under the Payment Agreement are satisfied and paid in full.
4. An "Event of Default" herein is any failure by Property Owner to perform under this Contract or the Payment Agreement. The terms of the Payment Agreement are incorporated herein.
5. Upon an Event of Default, Tax Lien Holder may institute proceedings to foreclose its lien under any method provided in § 32.06(c), Texas Tax Code, within one year from the date the tax lien transfer is recorded or thereafter. Tax Lien Holder may pursue any remedy allowed under the law to enforce this Contract or the Payment Agreement, including but not limited to, foreclosure in any manner provided by law.
6. This Contract and any sworn document and affidavit attesting to the transfer of tax lien shall be recorded in each county in which the Property is located. When the context requires, singular nouns and pronouns include the plural.

Executed on the 27th day of June 2019.

PROPERTY OWNER(S):

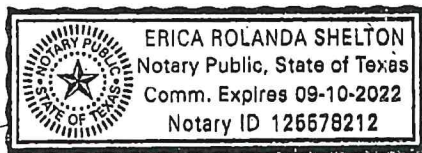

Rogelio Olvera

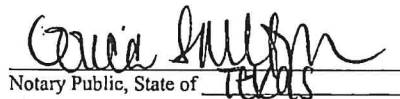

Maria Olvera

STATE OF Texas)

COUNTY OF Hidalgo)

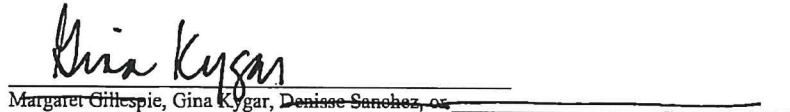
This instrument was acknowledged before me on the 27th day of June 2019 by Rogelio Olvera, Maria Olvera.




Notary Public, State of Texas

TAX LIEN HOLDER:

Propel Tax


Margaret Gillespie, Gina Kygar, Denisse Sanchez, or _____

STATE OF TEXAS)

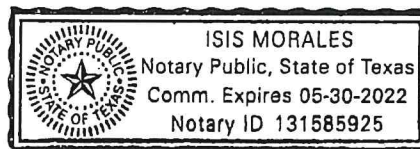
COUNTY OF BEXAR)

This instrument was acknowledged before me on the 27th day of July 2019 by Margaret Gillespie, Gina Kygar, ~~Denisse Sanchez~~, or _____, Authorized Representative of Propel Tax.


Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Propel Tax
P.O. Box 100350
San Antonio, TX 78201



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

Document No: 3031984

Billable Pages: 2

Recorded On: July 18, 2019 11:31 AM

Number of Pages: 3

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

Total Recording: \$ 40.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 3031984
Receipt No: 20190718000154
Recorded On: July 18, 2019 11:31 AM
Deputy Clerk: Joey Eufracio
Station: CH-1-CC-K12

Record and Return To:

Simplifile
5072 North 300 West

PROVO UT 84604



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, Texas

7 TAC §89.702 (c)

STATE OF TEXAS
COUNTY OF Hidalgo

DATE: June 27, 2019

CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN

Account No. or Property ID No.:
Legal Description:See Exhibit A
See Exhibit A and for long legal description, see Section 32.065 Tax Lien Contract, dated June 27, 2019, filed in conjunction with this Lien, in the Official Public Records, Hidalgo County, Texas.Street Address, if applicable:
Taxing Unit(s):See Exhibit A
Hidalgo County and all political subdivisions and districts for which it collects ad valorem taxes.

Amount Paid for Transfer (including taxes, penalties, interest, and collection costs):

\$12,325.70

Tax Year(s):

See Exhibit A

Property Owner(s)' Name(s):

Rogelio Olvera, Maria Olvera

Transferee's Name:

Propel Tax

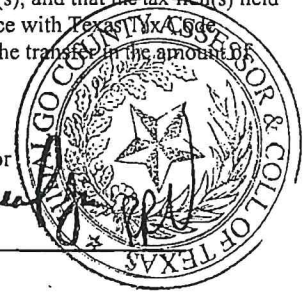
Transferee's Street Address:

12672 Silicon Drive, Suite 150
San Antonio, TX 78249

I, Pablo "Paul" Villarreal Jr., Tax Assessor-Collector for Hidalgo County and for all taxing units for which Hidalgo County collects ad valorem taxes, certify that the above named transferee or transferee's agent ("Transferee") has made payment of the amount listed above to the above-named taxing units on the property described above as consideration for the transfer of the tax lien(s), and that the tax lien(s) held by taxing units on the property for the tax years listed above are hereby transferred to Transferee in accordance with Texas Tax Code §32.06. I have issued a receipt to Transferee in conjunction with this certification reflecting the payment for the transfer of the amount of taxes, penalties, interest, and collection costs.

Hidalgo County

Pablo "Paul" Villarreal Jr., Tax Assessor-Collector

By: Pablo (Paul) Villarreal Jr.SUBSCRIBED AND SWORN BEFORE ME on July 15, 2019
for Hidalgo County.

by Pablo "Paul" Villarreal Jr., Tax Assessor-Collector

After recording return to:
Propel Tax
P.O. Box 100350
San Antonio, TX 78201
Rita Rebecca Vargas
Notary Public, State of Texas

P190619140

Exhibit A to TLT

		Account Number:	P190619140				
County Name	Tax Account #	Short Legal Description	Property Address				Tax Years Owed
Hidalgo	H285000002000800	HIGHLAND BLK 2 LT 8	1014 S Missouri Ave	Weslaco	TX	78596	2018
Hidalgo	W380000795000074	WEST TRACT N383.50'-E220'- W660' FT 795 1.94AC GR 1.79AC NET	1502 Mile 5 North	Weslaco	TX	78596	2018
Hidalgo	W230000033001900	WESLACO ORIGINAL TOWNSITE BLK 33 LT 19	419 S Texas Blvd	Weslaco	TX	78596	2018
Hidalgo	W380000795000078	WEST TRACT S99'-N693'-E220'- W660' FT 795 0.50AC	Mile 5 North	Weslaco	TX	78596	2018
Hidalgo	H435000000000100	HOOKE, J MURRAY LOT 1	715 W 18th St	Weslaco	TX	78596	2014-2018

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

Document No: 3234205

Billable Pages: 2

Recorded On: June 15, 2021 03:25 PM

Number of Pages: 3

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

Total Recording: \$ 40.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 3234205
Receipt No: 20210615000378
Recorded On: June 15, 2021 03:25 PM
Deputy Clerk: Imelda Leal
Station: CH-1-CC-K27

Record and Return To:

Corporation Service Company
919 North 1000 West

Logan UT 84321



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, Texas

CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN

Figure: 7 TAC §39.702(c)

STATE OF TEXAS

§

DATE: 11/10/2020

COUNTY OF _____

§

Account No. or Property ID No.

See Exhibit A

Legal Description:

See Exhibit A

Street Address, if applicable:

See Exhibit A, Hidalgo County

Taxing Unit(s):

Hidalgo County, and all political subdivision which it collects ad valorem taxes

Amount Paid for Transfer (including taxes, penalties, interest, and collection costs):

See Exhibit A

Tax Years:

See Exhibit A

Property Owner(s)' Name(s):

Rogelio Olvera & Maria Olvera

Transferee's Name:

Home Tax Solutions, LLC

OCCC Property Tax License Lender No.:

16081-58816

Transferee's Street Address:

4849 Greenville Avenue, Tower Two, Suite 250
Dallas, Texas 75206

I, Pablo "Paul" Villarreal Jr., Tax Assessor-Collector for Hidalgo County and for all taxing units fo collects ad valorem taxes, certify that the above-named transferee or transferee's agent (" payment of the amount listed above to the above-named taxing units on the property described for a transfer of the tax lien(s), and that the tax lien(s) held by taxing units on the property for th are hereby transferred to Transferee in accordance with Texas Tax Code §32.06. I have issued in conjunction with this certification reflecting the payment for the transfer in the amount of ta and collection costs.

Hidalgo County

Pablo "Paul" Villarreal Jr., Tax A:

By: Pablo (Paul)

(Signature of Collector c

SUBSCRIBED AND SWORN to before me on June 8, 2021 by PABLO (PAUL)

After recording, return to:

Home Tax Solutions, LLC

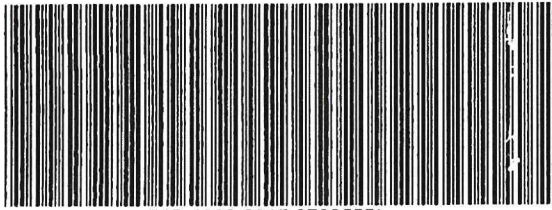
4849 Greenville Avenue, Tower Two, Suite 250
Dallas, Texas 75206Name: Rita Rebecca

Notary Public, State of Texas

My commission expires: 10-03-2024

EXHIBIT A – Hidalgo County

Account No.	Short Legal	Address	Year	Taxes
W380000795000074	WEST TRACT N383.50'-E220'- W660' FT 795 1.947C GR 1.79AC NET	1502 Mile 5 North Weslaco, Texas 78596 Hidalgo County	2020	\$1,452.96
W230000033001900	WESLACO ORIGINAL TOWNSITE BLK 33 LT 19	419 S Texas Blvd Weslaco, Texas 78596 Hidalgo County	2020	\$3,996.55
TOTAL				\$5,449.51



VG-1390-2017-2789555

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

Document No: 2789555

Billable Pages: 1

Recorded On: February 22, 2017 11:17 AM

Number of Pages: 2

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

Total Recording: \$36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 2789555
Receipt No: 20170222000183
Recorded On: February 22, 2017 11:17 AM
Deputy Clerk: Joey Eufrazio
Station: CH-1-CC-K14

Record and Return To:

Lacks Valley Stores, LTD
1300 San Patricia Street
Pharr TX 78577



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, Texas

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

**CHAPTER 11 SE. 11.008
TEXAS PROPERTY CODE**

CAUSE NO. **SC16-0264-J32**

LACK'S VALLEY STORES, LTD.

)(

JUSTICE OF THE PEACE COURT

Attn: Letty Bustos

1300 SAN PATRICIA DR.

PHARR, TEXAS 78577

PLAINTIFF

Vs

)(

PRECINCT 3 PLACE 2

MARIA OLVERA

SS# XXX-XX-8579

DOB 10/23/1974

)(

HIDALGO COUNTY, TEXAS

TX DL # 39264992

3506 SAN MATEO PARKWAY

MISSION, TX 78572

DEFENDANT

ACCOUNT 28-448354

ABSTRACT OF JUDGMENT

DATE OF JUDGMENT

12/5/16

***PRINCIPAL AMOUNT AWARDED**

\$1,031.28

COURT COST

\$5.00

RATE OF INTEREST

5% PER ANNUM FROM DATE OF JUDGMENT UNTIL PAID IN FULL.

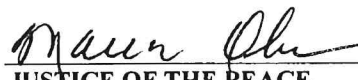
I HEREBY CERTIFY that the above and foregoing is a correct Abstract of a Judgment rendered in Justice's Court,

Precinct 3, Place 2 of HIDALGO County, in Cause No. SC16-0264-J32. The judgment was granted in favor of the

Plaintiff, LACK'S VALLEY STORES, LTD. and against the Defendant MARIA OLVERA,

3506 SAN MATEO PARKWAY, MISSION, TX 78572 as it appears from the Docket of said Court.

GIVEN UNDER MY HAND this 01 day of FEB, 2017.

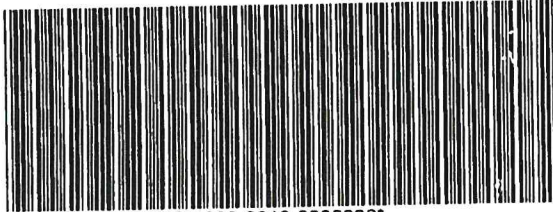

JUSTICE OF THE PEACE
MARCOS OCHOA



Filed for Record the _____ day of _____, 2017, at _____ o'clock, _____ M.
and duly recorded this _____ day of _____, 2017, at _____ o'clock, _____ M.
in the record of Judgments for HIDALGO Count, in Volume _____, on Page _____.

_____, Clerk, County Court HIDALGO County, Texas

By _____ Deputy.



VG-1390-2018-2886896

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

Document No: 2886896

Billable Pages: 1

Recorded On: February 07, 2018 01:34 PM

Number of Pages: 2

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

Total Recording: \$ 36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 2886896
Receipt No: 20180207000289
Recorded On: February 07, 2018 01:34 PM
Deputy Clerk: Tania Rivera
Station: CH-1-CC-K11

Record and Return To:

AAA Loans
1601 W. Bus. 83 Ste. B
Original returned to customer
Weslaco TX 78596



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, Texas

DC16-0401-J11

AAA CO LOANS

VS.

MARIA OLVERA

§
§
§
§
§

IN THE JUSTICE COURT

PRECINCT 1 PLACE 1

HIDALGO COUNTY, TEXAS

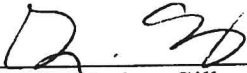
ABSTRACT OF JUDGMENT

The undersigned, Justice of the Peace, Precinct 1 Place 1, Hidalgo County, Texas, hereby certifies that, on this the 23rd day of May, 2017, in the said court in a cause styled AAA Co Loans , Plaintiff, vs. Maria Olvera, Defendant, No. DC16-0401-J11 on the docket of such court, a Judgment was rendered in favor of Plaintiff as against Defendant, of which Judgment the following is a true and correct abstract:

1. The name of the Plaintiff in such Judgment is: AAA Co Loans;
2. The mailing address for said Plaintiff is: 1601 W Bus 83 Ste B Weslaco Tx 78596;
3. The name of the Defendant in such Judgment is: Maria Olvera;
4. The defendant's date of birth is ; 01/02/1966
5. The defendant's driver's license number is ; 03561689
6. The defendant's social security number is ; 452-63-2321
7. The number of the suit in which such Judgment was rendered is Cause No. _____ DC16-0401-J11;
8. The defendants address is Po Box 1529 Mile 15/fm 1015 Elsa, Texas Elsa, Tx 78543;
9. Citation of personal service was served upon the Defendant in person on on this the 4th day of May, 2016, in Hidalgo County, Texas;
10. The date when such Judgment was rendered: 5/23/2017;
11. The amount for which such Judgment was rendered is: \$1,241.17, plus court costs;
12. The balance due on such Judgment as of today is: \$1,241.17;
13. The rate of interest specified in such Judgment: 5.0000% compounded annually.

I further certify that AAA Co Loans Plaintiff, the person in whose favor such Judgment was rendered, applied for and hereby receives delivery of this Abstract of Judgment from the court upon due payment of the fee allowed by law.

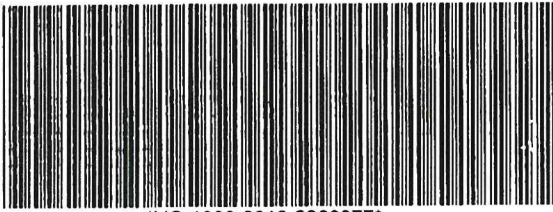
Issued on this the 14th day of July, 2017.



 Presiding Judge, Gilberto Saenz
 Justice of the Peace, Precinct 1 Place 1
 Hidalgo County, Texas



[NOTE: The attorney of person who is awarded a judgment in justice civil or small claims court may prepare an abstract for the court; however it must contain all the information set out above.]



VG-1390-2018-2960977

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

Document No: 2960977

Billable Pages: 1

Recorded On: October 29, 2018 12:49 PM

Number of Pages: 2

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

Total Recording: \$ 36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 2960977
Receipt No: 20181029000201
Recorded On: October 29, 2018 12:49 PM
Deputy Clerk: Imelda Leal
Station: CH-1-CC-K13

Record and Return To:

Portfolio Recovery Associates
5425 Robin Hood Rd Ste. 201
attn: Litigation Department
Norfolk VA 23513



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, Texas

DC17-1590-J21

PORTFOLIO RECOVERY ASSOCIATES, LLC §
 ASSIGNEE OF COMENITY BANK / IN THE JUSTICE COURT
 COMENITY BANK / BEALLS §
 VS. §
 MARIA D OLVERA §
 § PRECINCT 2 PLACE 1
 § HIDALGO COUNTY, TEXAS

ABSTRACT OF JUDGMENT

The undersigned, Justice of the Peace, Precinct 2 Place 1, Hidalgo County, Texas, hereby certifies that, , in the said court in a cause styled Portfolio Recovery Associates, Llc Assignee Of Comenity Bank / Comenity Bank / Bealls , Plaintiff, vs. Maria D Olvera, Defendant, No. DC17-1590-J21 on the docket of such court, a Judgment was rendered in favor of Plaintiff as against Defendant, of which Judgment the following is a true and correct abstract:

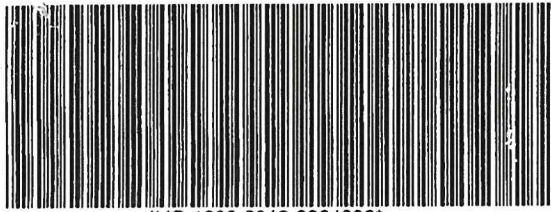
1. The name of the Plaintiff in such Judgment is: Portfolio Recovery Associates, LLC Assignee Of Comenity Bank / Comenity Bank / Bealls
2. The mailing address for said Plaintiff is: 120 Corporate Blvd, Norfolk, VA 23502
3. The name of the Defendant in such Judgment is: Maria D Olvera
4. The defendant's date of birth is: june 12, 1966
5. The defendant's driver's license number is: N/A
6. The defendant's social security number is: ***-**-4816
7. The number of the suit in which such Judgment was rendered is Cause No. DC17-1590-J21;
8. The defendants address is: 607 E Vine Ave McAllen, Tx 78501
9. Citation of personal service was served upon the Defendant in person on the 18th day of September, 2017, in Hidalgo County, Texas
10. The date when such Judgment was rendered: 11/15/17
11. The amount for which such Judgment was rendered is: \$2,473.49, plus \$41.00 court costs;
12. The balance due on such Judgment as of today is: \$2,514.49
13. The rate of interest specified in such Judgment: N/A

I further certify that Portfolio Recovery Associates, LLC Assignee Of Comenity Bank / Comenity Bank / Bealls Plaintiff, the person in whose favor such Judgment was rendered, applied for and hereby receives delivery of this Abstract of Judgment from the court upon due payment of the fee allowed by law.

Issued on this the 27th day of September, 2018.



Presiding Judge Bobby Contreras
 Justice of the Peace, Precinct 2 Place 1



VG-1390-2019-2984230

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

Document No: 2984230

Billable Pages: 1

Recorded On: February 01, 2019 03:12 PM

Number of Pages: 2

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

Total Recording: \$ 36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 2984230
Receipt No: 20190201000190
Recorded On: February 01, 2019 03:12 PM
Deputy Clerk: Elisa Castillo
Station: CH-1-CC-K32

Record and Return To:

Lacks Valley Stores, Ltd
1300 San Patricia St.

Pharr TX 78577



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, Texas

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

Document No: 3188482

Billable Pages: 2

Recorded On: January 29, 2021 09:21 AM

Number of Pages: 3

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

Total Recording: \$ 36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 3188482
Receipt No: 20210129000045
Recorded On: January 29, 2021 09:21 AM
Deputy Clerk: Rene Salinas
Station: CH-1-CC-K17

Record and Return To:

Simplifile
5072 North 300 West

PROVO UT 78589



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, Texas

ABSTRACT OF JUDGMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

I, James W. King, attorney of record for Judgment Plaintiff, certify the following Abstract of Judgment in the real property records of any county in which this instrument is recorded:

COURT: 206th Judicial District Court of Hidalgo County, Texas

CAUSE NUMBER: C-1449-20-D

DATE OF JUDGMENT: January 21, 2021

JUDGMENT PLAINTIFF'S IDENTIFYING INFORMATION:

Name: A.J. Buildings
c/o Hagwood & Tipton
Address: P. O. 726
Paris, TN 38242

JUDGMENT DEFENDANTS' IDENTIFYING INFORMATION:

Name: Maria Olvera
Address: 8415 Presley Drive
Edinburg, Texas 78542

Social Security Number: XXX-XX-5732
Date of Birth: XX-XX, 1977

AMOUNT OF JUDGMENT: \$8,830.00 for conversion of the Collateral; all costs of court; and reasonable attorney's fees in the amount of \$3,000.00.

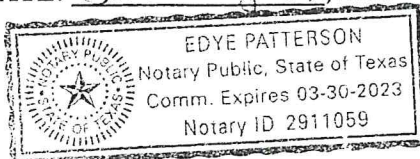
CREDITS: \$0



JAMES W. KING
TBA NO. 00791029
OFFERMAN & KING, LLP
6420 WELLINGTON PLACE
BEAUMONT, TX 77706
(409) 860-9000 – PHONE
(409) 860-9199 – FAX
jwk@offermanking.com

Before me, the undersigned authority, on this day personally appeared James W. King, attorney of record for the Plaintiff, who after being duly sworn deposed upon oath that the information contained in the foregoing Abstract of Judgment is true, correct, and complete to the best of his personal knowledge, and that he signed the foregoing instrument for the purposes and in the capacity stated.

DATE: January 29, 2021



Edye Patterson
NOTARY PUBLIC

AFTER RECORDING RETURN TO:
OFFERMAN & KING, LLP
6420 WELLINGTON PLACE
BEAUMONT, TX 77706

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☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

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Total Postage and \$

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Street and Apt. No.,

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark
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David Suarez, Mayor
Leo Munoz, Commissioner, 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 Mayor Pro-tem, District 1

Andrew Munoz, Interim City Manager

Martha Nunez
109 N. Texas Ave
Weslaco, Texas 78596

01/24/2022

NOTICE OF PUBLIC HEARING

Dear Martha Nunez

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at **101 N. Texas Ave** legally described as being; **Lots 1,2,3, and 4, Gonzalez Addition, a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

On Wednesday, February 16, 2022, at 5:30 pm, has been set as the date for a public hearing by the Board of Adjustments and Appeals of Building at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

On Tuesday, March 1, 2022, at 5:30 pm, has been set as the date for a Public Hearing, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,

Code Enforcement Inspector

CC: C/E files

7021 0350 0001 1926 8500

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Street and Apt.
City, State, ZIP+

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

De La Garza Elvira Estate & Noe De La Garza AMINISTRATOR
PO Box 630
Edinburg, Texas 78540-0630



Texas Ave, Weslaco. Texas

David Suarez, Mayor
Leo Muñoz, Commissioner, 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, Mayor Pro-tem, District 6

Andrew Munoz, Interim City Manager

01/24/2022

E OF PUBLIC HEARING

Dear Elvira De La Garza Estate and Noe De La Garza Edministrator

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 101 N. Texas Ave, legally described as being; Lots 1, 2, 3, and 4, Gonzalez Addition, a **Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

On Wednesday, February 16, 2022, at 5:30 pm, has been set as the date for a public hearing at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas, In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

On Tuesday, March 1, 2022, at 5:30 pm, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,

Code Enforcement Inspector

CC: C/E files

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Total Postage
\$ Mireya C. Garcia
Sent To 2427 E. 12th St.
Street and City, State
Weslaco, Texas 78596

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



101 Texas Ave, Weslaco, Texas

NOTICE OF PUBLIC HEARING

David Suarez, Mayor
Leo Muñoz, Commissioner, 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, Mayor Pro-tem, District 6

Andrew Munoz, Interim City Manager

01-24-2022

Dear Mireya C. Garcia

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 101 N. Texas Ave, legally described as being; Gonzalez Addition Lots b#1,2,3, & 4 , a **Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

On Wednesday, February 16, 2022, at 5:30 pm, has been set as the date for a public hearing at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

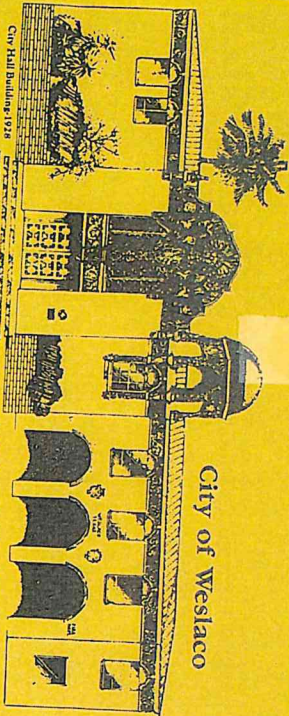
On Tuesday, March 1, 2022, at 5:30 pm, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,
Robert M. Maldonado
Code Enforcement Inspector

CC: C/E files



DEPARTMENT OF HEALTH

NOTICE

THIS BUILDING IS UNFIT AND OR UNSAFE AND
IT'S USE OR OCCUPANCY HAS BEEN PROHIBITED
BY THE HEALTH AUTHORITY

Date 01-24-2022, 19__
Address 101 N. Texas Ave. Weslaco
Lot No. 1, 2, 3, 4 Block No. 2
Subdivision Gonzales Addition

Issued By Health Department

City of Weslaco

968-3181

**NOTE: REMOVAL PROHIBITED
BY CITY ORDINANCE**

City of Weslaco Public Hearing Notice

The Board of Adjustment and Appeals for Construction and Housing Codes will hold a public hearing on Wednesday, February 16, 2022, at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 1, 2022, at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to discuss the following unoccupied buildings or premises to determine if they have become dilapidated, substandard, and unfit for human habitation and a hazard to the health, safety, and welfare of the citizens of the City of Weslaco as per Ordinance No. 86-24:

Si desea información en español, llame al departamento de Aplicación de Códigos de la Ciudad de Weslaco, (956) 973-3123.

101 N. Texas Ave. Lot 1,2,3 and 4 Gonzales Addition City of Weslaco, Hidalgo County, Texas. Recorded Owner Martha Nunez

The property owners or members of the public are invited to attend and may present evidence supporting or opposing staff's recommendation that these structures be either repaired, demolished or removed. For additional information, contact the Code Enforcement Department at (956) 973-3123.

/s/ Rolando Maldonado
Planning/Code Enforcement

101 N. Texas Ave
1-24-22



101 N. Texas Ave
1-24-22



104 d. Towns Ave.
1-24-22

The Board of Adjustment and Appeals for Constructive Housing Codes will hold a public hearing on Wednesday, February 16, 2022, at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 1, 2022, at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to discuss the following unoccupied buildings or premises to determine if they have become dilapidated, substandard, and unfit for human habitation and a hazard to the health, safety, and welfare of the citizens of the City of Weslaco as per Ordinance No. 86-24:

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101 N. Texas Ave, Lot 1,2,3 and 4 Gonzales Addition City of Weslaco, Hidalgo County, Texas. Recorded Owner Martha Nunez

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/s/ Rolando Maldonado
Planning/Code Enforcement

101 N. Texas Ave
1-24-22



NOTICE

THIS BUILDING IS UNFIT AND OR UNSAFE AND
IT'S USE OR OCCUPANCY HAS BEEN PROHIBITED
BY THE HEALTH AUTHORITY

Date 01-24-2022 19
Address 101 N. Texas Ave Weslaco
Lot No. 1,2,3,4 Block No. 1
Subdivision Gonzales Addition



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

Ave, Weslaco, Texas

suarez ADDN Lots 1, 2, 3 and 4 Blk 1

Code Enforcement Department believes the main structure at the above address
Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec.

20-225 because it is unsanitary, or it has become unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco. Staff has completed inspections of the structure and property and expects to recommend to the City Commission in the near future that the structure either be repaired to current building codes or demolished by the owner.

The staff recommendation regarding your property will be made at a Public Hearing. As required by ordinance, we will attempt to notify you by certified mail with return receipt requested, and by publishing notice in The Monitor newspaper advising of the date and time of the Public Hearing. You will have the opportunity to address the City Commission regarding the property at this hearing.

At the Public Hearing, the City Commission is likely to order that the property be repaired to current building codes or demolished within 60 days as recommended by staff. It is important that you attend the public hearing, because you are allowed to voice your opinion on behalf of your property. Please note that any other citizen(s) present may voice their opinions as well.

The purpose of this letter is to provide you advance notice that staff expects to recommend that the structure(s) be repaired to current building codes or demolished so that you may have additional time to consider your options for the property prior to any further action by the Planning and Code Enforcement Department.

IT IS VERY IMPORTANT THAT YOU CONTACT ME AS SOON AS POSSIBLE REGARDING THIS MATTER SO WE CAN KNOW THE ACTIONS YOU WILL TAKE REGARDING THIS PROPERTY. CONTACT ME AT (956) 447-3401 EXT # 3120 MON- FRI 8AM- 5PM

Sincerely,


Rolando Maldonado

Code Enforcement Officer

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
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☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

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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

Andrew Munoz, Interim City Manager

Total Postage
 Sent To
 Street and A
 City, State, Z

Martha Nunez
 109 N. Texas Ave
 Weslaco, Texas 78596

xas Ave, Weslaco, Texas

11-18-2021

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOTICE OF PUBLIC HEARING

Dear Martha Nunez

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at **101 N. Texas Ave** legally described as being; **Gonzalez Addition, a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

On December 7, 2021, at 5:30 pm, has been set as the date for a public hearing by the Board of Adjustments and Appeals of Building at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas, at 5:00 p.m. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

On December 14, 2021, at 5:30 pm, has been set as the date for a Public Hearing, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing date or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,

 Code Enforcement Inspector

CC: C/E files

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Postage

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Total Postage	
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Street and Apt.	
City, State, Z.	

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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

2427 E. 12th Street

Weslaco, Texas 78596

RE: Dilapidated Structure at 101 N. Texas Ave, Weslaco, Texas

Legally described as being; Gonzalez ADDN Lots 1, 2, 3 and 4 Blk 1

Dear Mireya C. Garcia

Please be advised that the City's Planning and Code Enforcement Department believes the main structure at the above address is in violation of **Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225** because it is dilapidated, substandard, or it has become unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco. Staff has completed inspections of the structure and property and expects to recommend to the City Commission in the near future that the structure either be repaired to current building codes or demolished by the owner.

The staff recommendation regarding your property will be made at a Public Hearing. As required by ordinance, we will attempt to notify you by certified mail with return receipt requested, and by publishing notice in The Monitor newspaper advising of the date and time of the Public Hearing. You will have the opportunity to address the City Commission regarding the property at this hearing.

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Sincerely,

Rolando Maldonado

Code Enforcement Officer

7021 0350 0001 1926 8142

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Postage

Total Postage and Fee: Mireya C. Garcia

Sent To: 2427 E. 12th St.

Street and Apt. No., or: Weslaco, Texas 78596

City, State, ZIP+4®:

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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

Andrew Munoz, Interim City Manager

Texas Ave, Weslaco, Texas

11-18-2021

NOTICE OF PUBLIC HEARING

Dear Mireya C. Garcia

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 101 N. Texas Ave, legally described as being; Gonzalez Addition Lots b#1,2,3, & 4 , **a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

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Sincerely,

Code Enforcement Inspector

CC: C/E files

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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

\$

Total Postage and Fee

\$

Sent To

Street and Apt. No.,

City, State, ZIP+4®

De La Garza Elvira Estate & Noe De La
Garza ADMINISTRATOR
Po Box 630
Edinburg, Texas 78540-0630

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



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

ADMINISTRATOR

Attn: Oxford and Gonzalez

PO Box 630

Edinburg, Texas 78540-0630

RE: Dilapidated Structure at 101 N. Texas Weslaco, Texas

Legally described as being; Gonzales ADDN Lots 1, 2, 3 and 4 Blk 1

Dear De La Garza Estates & Noe De La Garza ADMINISTRATOR

Please be advised that the City's Planning and Code Enforcement Department believes the main structure at the above address is in violation of **Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225** because it is dilapidated, substandard, or it has become unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco. Staff has completed inspections of the structure and property and expects to recommend to the City Commission in the near future that the structure either be repaired to current building codes or demolished by the owner.

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Sincerely,

Rolando Maldonado
Rolando Maldonado

Code Enforcement Officer

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Postage

Total Postage at \$
Sent To De La Garza Elvira Estate & Noe De La Garza ADMINISTRATOR
Po Box 630 -
Edinburg, Texas 78540-0630
City, State, ZIP+4

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here



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

Andrew Munoz, Interim City Manager

101 N. Texas Ave, Weslaco, Texas

11-04-21

NOTICE OF PUBLIC HEARING

Dear Elvira De La Garza Estate and Noe De La Garza Edministrator

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 101 N. Texas Ave, legally described as being; Gonzalez Addition, **a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

November 24, 2021, at 5:30 pm, has been set as the date for a public hearing at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas, at 5:00 p.m. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

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If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,
Robert Melendrez
Code Enforcement Inspector

CC: C/E files

WESLACO FIRE MARSHAL'S OFFICE
255 S. KANSAS
WESLACO, TEXAS 78596
(956) 447-1990 FAX (956) 969-4921

DILAPIDATED STRUCTURE INSPECTION REPORT

DATE: 9/10/21 X INSPECTION REINSPECTION
FACILITY NAME: Abandoned Business
PHYSICAL & MAILING ADDRESS: 101 N. Texas Weslaco, TX 78596
PHONE #: _____ OWNER/MANAGER: _____

TYPE OF INSPECTION: DELAPIDATED OCCUPANCY CLASS: BUSINESS

	1	Deteriorated interior walls
X	2	Deteriorated roof
	3	Vegetation overgrowth
	4	Unsecured doors
X	5	Unsecured windows
X	6	Debris inside
X	7	Debris outside
X	8	Exposed electrical wiring
X	9	Broken or missing windows
X	10	Broken or missing door
	11	Signs or feces
	12	Signs of transients/vagrants

	13	Sheetrock walls exposed
	14	Sheetrock ceiling exposed
	15	Signs of roof leaking
	16	Broken and/or uneven floors
	17	Animals (dogs, cats, mice, etc.) inside
	18	Severe fire damage
	19	Roof collapsed and/or exposed
X	20	Graffiti
	21	Broken/cracked exterior walls
	22	Other:
	23	Other:
	24	Other:

NOTE: THESE CONDITIONS CONSTITUTE A FIRE HAZARD.

_____ COMPLIES WITHIN CODE TODAY x DOES NOT COMPLY AT THIS TIME _____ WILL REINSPECT BY: _____

OWNER/OCCUPANT

Fire Inspector Jesse Valderas
FIRE MARSHAL/FIRE INSPECTOR

SUCH CONDITIONS ARE VIOLATIONS OF EITHER CITY OR STATE FIRE PREVENTION REGULATIONS. PLEASE CORRECT HAZARD(S) AND HELP PREVENT FIRES. NON-COMPLIANCE IS SUBJECT TO PENALTIES UNDER CITY & STATE REGULATIONS.

HOUSING INSPECTION CHECKLIST

GENERAL INFORMATION

ADDRESS OF INSPECTED UNIT 101 (New Building)			HOUSING TYPE ☒ Single Family ☐ Duplex Dwelling ☐ Apartment ☐ Other
STREET N. Texas	CITY Weslaco		
COUNTY Hidalgo	STATE TX	ZIP 78596	

NAME OF OWNER OR AGENCY AUTHORIZED TO LEASE UNIT INSPECTED _____ PHONE NO. _____

ITEM NO.	1. LIVING ROOM	COMMENT	INITIAL ASSESSMENT
1.1	ELECTRICITY	wiring renewal	7
1.2	WINDOW CONDITION	Windows renewal	7
1.3	CEILING CONDITION	No ceiling	7
1.4	WALL CONDITION		7
1.5	FLOOR CONDITION		5
ITEM NO.	2. KITCHEN	COMMENT	INITIAL ASSESSMENT
2.1	ELECTRICITY	No wiring	7
2.2	WINDOW CONDITION	Window renewal	7
2.3	CEILING CONDITION	No ceiling	7
2.4	WALL CONDITION		7
2.5	FLOOR CONDITION		5
ITEM NO.	3. BATHROOM	COMMENT	INITIAL ASSESSMENT
3.1	ELECTRICITY		7
3.2	WINDOW CONDITION		7
3.3	CEILING CONDITION		7
3.4	WALL CONDITION		7
3.5	FLOOR CONDITION		5
3.6	FLUSH TOILET IN ENCLOSED ROOM IN UNIT	No visible toilet	7
3.7	FIXED WASH BASIN IN LAVATORY IN UNIT		7
3.8	TUB OR SHOWER IN UNIT		7
3.9	VENTILATION		7

ITEM NO. 4. OTHER ROOMS USED FOR LIVING & HALLS	COMMENT	INITIAL ASSESSMENT
4.1 ELECTRICITY/ILLUMINATION		7
4.2 WINDOW CONDITION		7
4.3 CEILING CONDITION		4
4.4 WALL CONDITION	stuck wall	4
4.5 FLOOR CONDITION		5
ITEM NO. 5. ROOM CODE* AND ROOM LOCATION	COMMENT	INITIAL ASSESSMENT
5.1 ELECTRICITY/ILLUMINATION		7
5.2 WINDOW CONDITION		7
5.3 CEILING CONDITION		4
5.4 WALL CONDITION	stuck wall	4
5.5 FLOOR CONDITION		5
ITEM NO. 6. BUILDING EXTERIOR	COMMENT	INITIAL ASSESSMENT
6.1 CONDITION OF FOUNDATION		5
6.2 CONDITION OF STAIRS, RAILS AND PORCHES		7
6.3 CONDITION OF ROOF AND GUTTERS	holes through at roof	7
6.4 CONDITION OF EXTERIOR SURFACES		7
6.5 LEAD PAINT: EXT. SURFACES		7
ITEM NO. 7. HEATING & PLUMBING	COMMENT	INITIAL ASSESSMENT
7.1 ADEQUACY OF HEATING EQUIP		7
7.2 SAFETY OF HEATING EQUIP.		7
7.3 VENTILATION/COOLING		7
7.4 WATER HEATER		7
7.5 APPROVABLE WATER SUPPLY		7
7.6 PLUMBING		7
7.7 SEWER CONNECTION		7

INSPECTION SUMMARY (OPTIONAL)

ITEM NO.	REASON FOR COMMENTS
	Structure was found to be in a condition of neglect by owners. As the housing report indicates several areas are considered to be in severe dilapidation. Homeowners would have to provide a plan of remodeling to bring structure into compliance. All elements of electrical and plumbing are in decay and disrepair. It is in this inspectors opinion that the structure is in such dilapidated state that plan for reconstruction or remodeling would have to be developed to bring this structure into compliance.

RECOMMENDATION: REPAIR DEMOLISH VACATE

***INTERPRETATION OF NUMERIC SCALE**

- 1 = Newly constructed
- 2 = Good condition requiring no repairs
- 3 = Standard condition requiring minor maintenance repair from normal seasonal wear
- 4 = Substandard condition requiring major maintenance repair from an accumulation of seasonal wear, and abnormal wear from abusive treatment and neglect
- 5 = Deteriorating condition requiring major structural repair resulting from a period of substandard conditions; considered a health hazard
- 6 = Dilapidated condition requiring more than 50% structural replacement
- 7 = Severe dilapidated condition that would require immediate attention

INSPECTED BY

DATE

4/28/2021

Done

10100 TEXAS Ave.

**City of Weslaco
Public Hearing Notice**

The Board of Adjustment and Appeal for Construction and Planning Codes will hold a public hearing on Tuesday, December 7, 2021, at 5:30 p.m. and the City Commission will also hold a public hearing on Wednesday, December 8, 2021, at 5:30 p.m. at the time to be held on Tuesday, December 14, 2021, South Kansas to determine if they have a hazard to the health, safety, and welfare of the citizens the following unimproved, unimproved, and with the hazard to the health, safety, and welfare of the citizens of the City of Weslaco as per Ordinance No. 80-24:

Si desea información en español, llame al departamento de Asesoría de Código de la Ciudad de Weslaco (956) 973-3123.

101 N. Texas Ave. Gonzales, Austin, TX 78741

The property owners or members of the public are invited to attend and may present evidence, supporting or opposing staff's recommendation that these structures be either repaired, demolished or removed. For additional information, contact the Code Enforcement Department at (956) 973-3123.

Roberto Maldonado
Planning Code Enforcement



NOTICE

THIS BUILDING IS UNFIT AND OR UNSAFE AND
IT'S USE OR OCCUPANCY HAS BEEN PROHIBITED
BY THE HEALTH AUTHORITY

Date 11-18-21, 19__
Address 101 N. Texas
Lot No. Gonzales Block No. 101-100
Subdivision

Issued By Health Department
City of Weslaco

956-3181

**NOTE: REMOVAL PROHIBITED
BY CITY ORDINANCE**

11-1

11-18-21

101 N. Texas Ave.



11/18/21



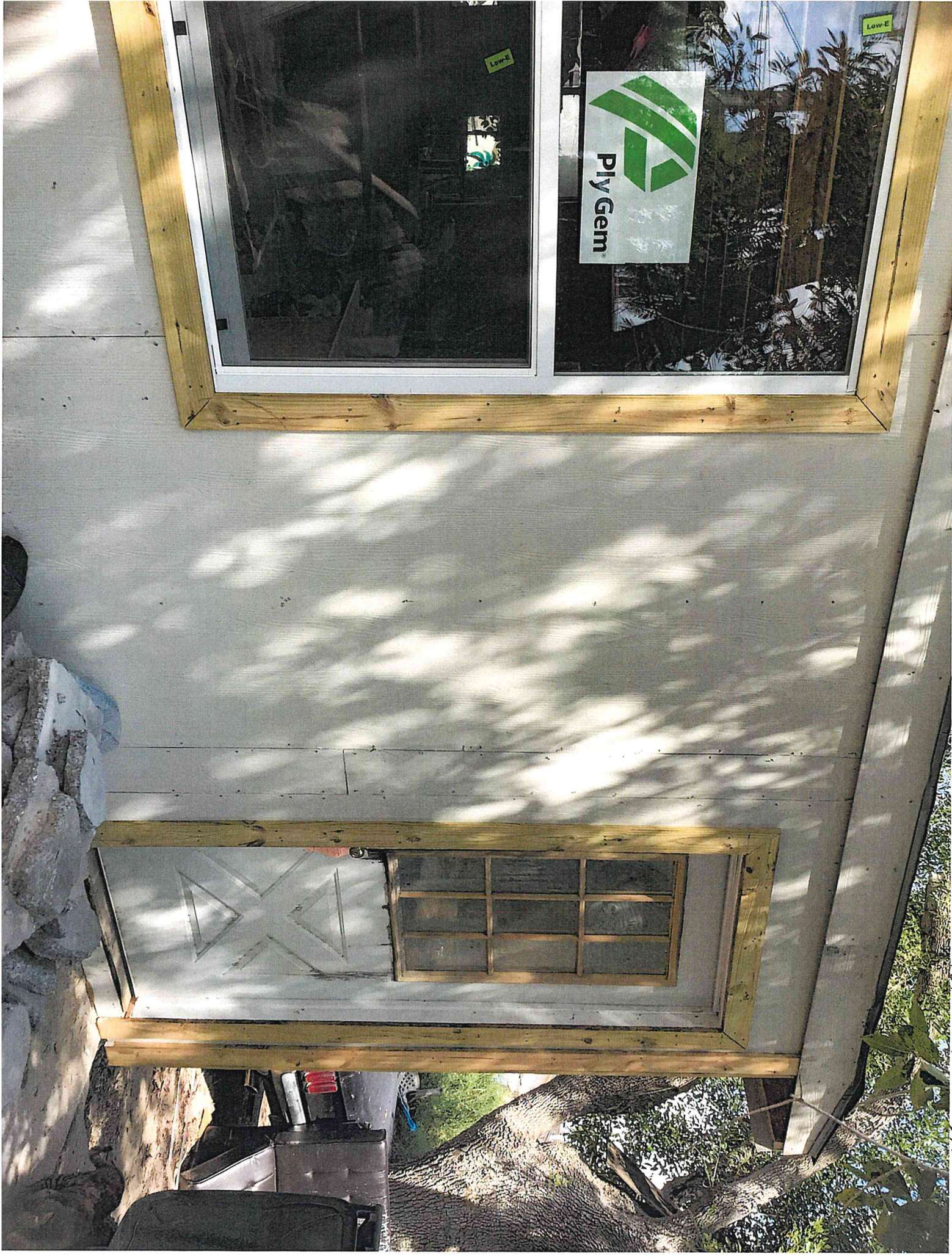
101 N. 10th St. S.E.



101 W. Texas Ave



101 N. Texas Ave.



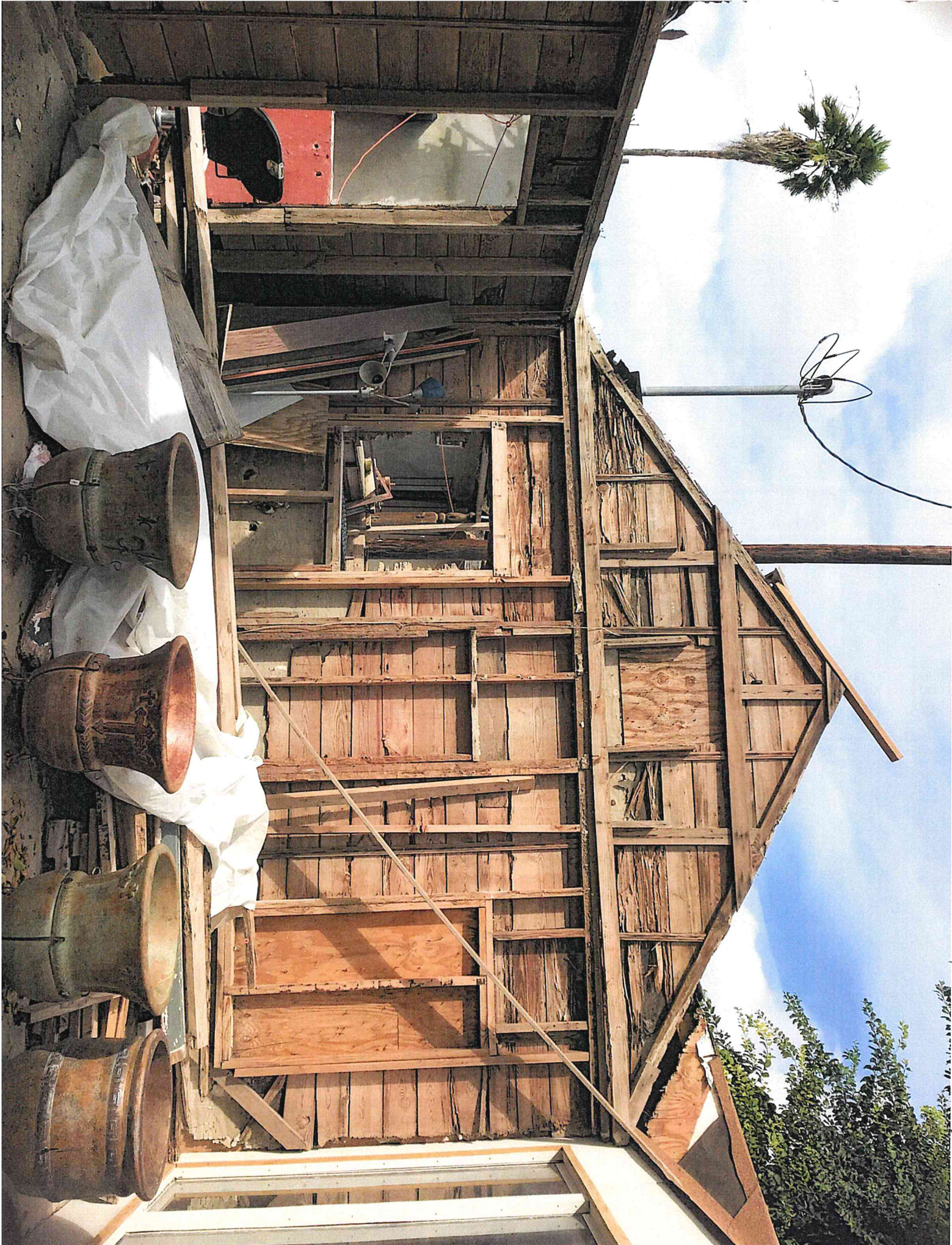
101 W. Texas Ave.



101 N. Tenth Ave



10/11/11. PARS ME



104 A. 72005 Ave.

LAND INVESTIGATION SERVICES

P.O. Box 530211
Harlingen, Texas 78550

(956)467-6674 Mobile
rgvreports@gmail.com

Location: 180508

Property ID: 101 N Texas

Taxpayer Name: De La Garza Elvira Estate & Noe De La Garza Administrator
Attn: Oxford & Gonzalez
P.O. Box 630, Edinburg, Tx 78540-0630

TITLE REPORT

CERTIFICATION DATE: August 24, 2021

LEGAL DESCRIPTION:

Lots 1, 2, 3, and 4, Block 1, GONZALE'S addition to the city of Weslaco, Hidalgo County, Texas, according to map or plat thereof recorded in Volume 7 Page 10A, Map Records, Hidalgo County, Texas.
SUBJECT TO: 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.

RECORD OWNER: Martha Nunez, s single woman

TITLE VIA:

Warranty Deed With Vendor's Lien from **Mireya C. Garcia** to **Martha Nunez**, a single woman, filed for record October 9, 2007 under county clerks document number **1813804**, Official Records, Hidalgo County, Texas. (\$38,000.00 V/L Deed Of Trust document number **1813805**, payable to **Mireya C. Garcia** was released by Document **1857740**).

PRIOR CHAIN OF TITLE:

Warranty Deed With Vendor's Lien from **Samuel I. Reyes** and wife, **Anabel Reyes** to **Mireya C. Garcia**, filed for record February 6, 2001 under county clerks document number **940950**, Official Records, Hidalgo County, Texas. (\$52,000.00 V/L Deed Of Trust document number **940951**, payable to **Samuel I. Reyes** and wife, **Anabel Reyes** was released by Document **1698177**).

Quit Claim Deed from **Sylvia M. Dominguez** and **John J. Dominguez** (All undivided interest) to **Martha Nunez**, filed for record January 12, 2018, under county clerks document number **2880110** Official Records, Hidalgo County, Texas.

ABSTRACT OF JUDGMENTS: (See Civil Recordings)

LIENS: None on record.

CIVIL RECORDINGS:

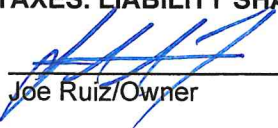
Default Judgment filed for record May 13, 2008, under county clerks document number **1889236**, Official Records, Hidalgo County, Texas, Styled: **Cause No. 28,269-A**, The Estate Of **Elvira De La Garza** (deceased) Plaintiff vs. **Samuel I Reyes** (Defendant). Ordered, Adjudged and Decreed that one Quit Claim Deed dated October 6, 1999 and bearing document numbers **813905**, Official Records, Hidalgo County, Texas, be declared "Null and Void. The court took judicial notice of: Lis Pendens bearing document number **10148646**, in Hidalgo County.

Notice Of Lis Pendens Styled: **Cause No. C-3482-16-F Martha Nunez**, (Plaintiff) vs. The Estate And Heirs Of **Elvira De La Garza, deceased, Noe De La Garza, Samuel I. Reyes, Anabel Reyes, a/k/a Annabel Rangel Reyes** and **Mireya C. Garcia** (Defendants), and filed for record September 20, 2016 under county clerks document number **2748145**, Official Records, Hidalgo County, Texas. (Plaintiffs' Original Petition to remove cloud on title)

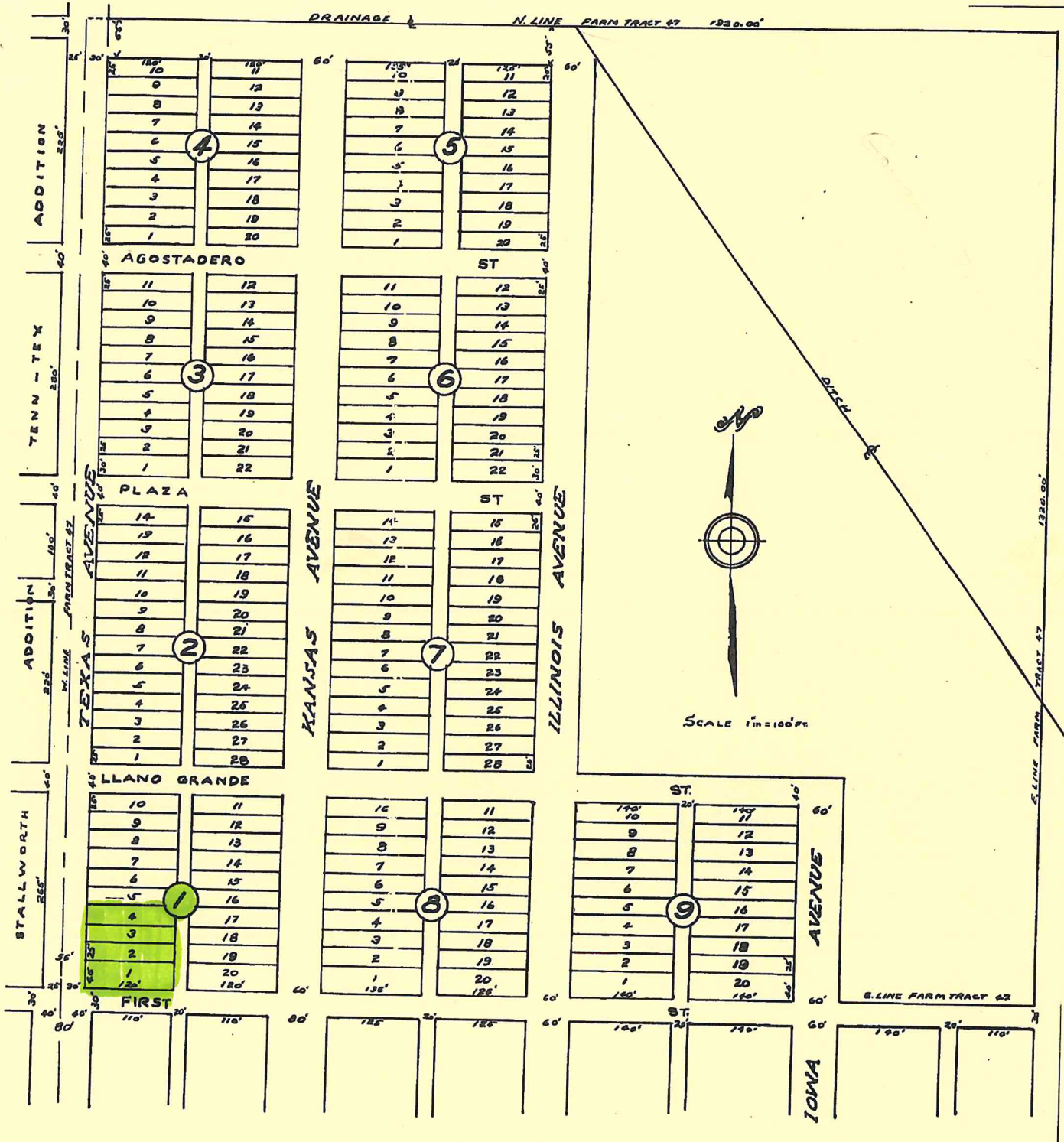
Order Setting Hearing for **Cause No. C-3398-16-D** and **Cause No. C-3482-16-F**, filed for record April 22, 2019, District Clerks Records, Hidalgo County, Texas.

Original Petition Civil Case No. **CL-0554-A**: Styled **Bank Of America, N.A. vs. Mireya Garcia**, filed for record January 31, 2020, District Clerks Records, Hidalgo County, Texas, for recovery of \$4,683.81 owed to Defendant, **Bank Of America, N.A.**

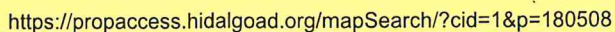
NOTICE: THE INFORMATION CONTAINED HEREIN DOES NOT IMPLY WARRANTY OF TITLE, NOR DOES IT REFLECT INVESTIGATION OF PROPERTY TAXES. LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE TITLE REPORT FEE.



Joe Ruiz/Owner



FILED FOR RECORD AT 8:10 A.M. FEBRUARY 19, 1940.
RECORDED AT 8:00 A.M. FEBRUARY 24, 1940. ON
PAGE 10A, BOOK 7



Hidalgo CAD

Property Search Results > 180508 DE LA GARZA ELVIRA
ESTATE & NOE DE LA GARZA ADMINISTRATOR for Year 2022

Tax Year: 2022

Property

Account

Property ID:	180508	Legal Description:	GONZALES ADDN LOTS 1, 2, 3 & 4 BLK 1
Geographic ID:	G5600-00-001-0001-00	Zoning:	CO
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	101 N TEXAS BLVD TX	Map ID:	QWC
Neighborhood:	SWL TEXAS PROJECT		
Neighborhood CD:	SWLTEX		

Owner

Name:	DE LA GARZA ELVIRA ESTATE & NOE DE LA GARZA ADMINISTRATOR	Owner ID:	1069959
Mailing Address:	ATTN: OXFORD & GONZALEZ PO BOX 630 EDINBURG, TX 78540-0630	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$88,950	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$96,600	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$185,550	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$185,550	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$185,550	

Taxing Jurisdiction

Owner:	DE LA GARZA ELVIRA ESTATE & NOE DE LA GARZA ADMINISTRATOR
% Ownership:	100.0000000000%

Total Value: \$185,550

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$185,550	\$185,550	\$0.00
CWL	CITY OF WESLACO	0.696700	\$185,550	\$185,550	\$1,292.73
DR1	DRAINAGE DISTRICT #1	0.102600	\$185,550	\$185,550	\$190.37
GHD	HIDALGO COUNTY	0.575000	\$185,550	\$185,550	\$1,066.91
JCC	SOUTH TEXAS COLLEGE	0.171800	\$185,550	\$185,550	\$318.77
R02	ROAD DIST 02	0.000000	\$185,550	\$185,550	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$185,550	\$185,550	\$91.29
SWL	WESLACO ISD	1.018900	\$185,550	\$185,550	\$1,890.57
Total Tax Rate:		2.614200			
				Taxes w/Current Exemptions:	\$4,850.64
				Taxes w/o Exemptions:	\$4,850.65

Improvement / Building

Improvement #1:	COMMERCIAL	State Code:	F1	Living Area:	2280.0 sqft	Value: \$45,596
------------------------	------------	--------------------	----	---------------------	-------------	------------------------

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
RTLS	RETAIL STORE	40 - CLW	CBK	1978	1800.0
CAN	CANOPY	*		1978	228.0
RTLS	RETAIL STORE	40 - CLW	CBK	1978	480.0

Improvement #2:	RESIDENTIAL	State Code:	A1	Living Area:	1148.0 sqft	Value: \$18,493
------------------------	-------------	--------------------	----	---------------------	-------------	------------------------

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	WDLW - 2M	DWD	1982	808.0
POR	PORCH (COVERED)	*		1982	36.0
ADD	ADDITION	WDLW - 2M	DWD	1982	140.0
ADD	ADDITION	WDLW - 2M	DWD	1982	200.0
CAN	CANOPY	* _ *		1947	72.0
PAT	PATIO	*		2010	54.0

Improvement #3:	COMMERCIAL	State Code:	F1	Living Area:	745.5 sqft	Value: \$24,861
------------------------	------------	--------------------	----	---------------------	------------	------------------------

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
RTLS	RETAIL STORE	40 - CLW	CBK	2001	745.5
CON1	CONCRETE 1	* - CLW		2001	3257.0
CAN	CANOPY	*		2010	293.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.2824	12300.00	20.00	0.00	\$86,100	\$0
2	L	LOT	0.0344	1500.00	20.00	0.00	\$10,500	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	\$88,950	\$96,600	0	185,550	\$0	\$185,550
2021	\$88,950	\$96,600	0	185,550	\$0	\$185,550
2020	\$84,785	\$96,600	0	181,385	\$0	\$181,385
2019	\$79,760	\$96,600	0	176,360	\$0	\$176,360
2018	\$85,164	\$96,600	0	181,764	\$0	\$181,764
2017	\$60,301	\$96,600	0	156,901	\$0	\$156,901
2016	\$69,998	\$96,600	0	166,598	\$0	\$166,598
2015	\$43,306	\$96,600	0	139,906	\$0	\$139,906
2014	\$15,569	\$96,600	0	112,169	\$0	\$112,169
2013	\$16,078	\$96,660	0	112,738	\$0	\$112,738
2012	\$17,966	\$96,660	0	114,626	\$0	\$114,626
2011	\$17,966	\$96,660	0	114,626	\$0	\$114,626
2010	\$62,858	\$98,100	0	160,958	\$0	\$160,958
2009	\$64,357	\$98,100	0	162,457	\$0	\$162,457
2008	\$67,422	\$98,100	0	165,522	\$0	\$165,522

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/13/2008	CTOR	COURT ORDERS	NUNEZ MARTHA	DE LA GARZA ELVIRA ESTATE & NOE DE LA GARZA ADMINISTRATOR			1889236
2	1/12/2018	QCD	QUITCLAIM DEED	MUNEZ MARTHA	NUNEZ MARTHA			2880110
3	10/9/2007	WDV	WARRANTY DEED/VENDORS LIEN	GARCIA MIREYA C	MUNEZ MARTHA			1813804

Tax Due

Property Tax Information as of 08/20/2021

Amount Due if Paid on: 

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

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

Questions Please Call (956) 381-8466.

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



70 2007 01813804

Instrument Number: 2007-1813804

Recorded On: October 09, 2007

As
Recording

Parties:

To

Billable Pages: 2

Number of Pages: 3

Comment: WDV

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

Recording	20.00
Total Recording:	20.00

******* 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: 2007-1813804
Receipt Number: 898056
Recorded Date/Time: October 09, 2007 12:52P

Record and Return To:

MARTHA NUNEZ
109 NORTH TEXAS
WESLACO TX 78596

User / Station: M Cantu - Cash Station 17



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

1813804

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: July 5, 2004

Grantor: MIREYA C. GARCIA

Grantor's Mailing Address: 2427 E. 12th Street
Weslaco, Hidalgo County, Texas 78596

Grantee: MARTHA NUNEZ, a signal woman

Grantee's Mailing Address: 109 N. Texas
Weslaco, Hidalgo County, Texas 78596

Consideration: TEN and No/100ths DOLLARS (\$10.00) and a note of even date that is in the principal amount of THIRTY-EIGHT THOUSAND AND NO/100ths DOLLARS (\$38,000.00), said note is executed by MARTHA NUNEZ, a signal woman, Grantee, payable to the order of MIREYA C. GARCIA. The note is secured by a vendor's lien retained in favor of MIREYA C. GARCIA in this deed.

Property (including any improvements):

Lots One (1) through Four (4), inclusive, Block One (1), GONZALEZ ADDITION, an addition to the City of Weslaco, Hidalgo County, as per map or plat thereof recorded in Volume 7, page 10-A, Map Records, Hidalgo County, Texas.

Prior Lien(s)(including recording information): NONE

Reservations from and Exceptions to Conveyance and Warranty:

1. Standby fees, taxes and assessments by any taxing authority for the year 2003 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
2. Easements, Rules, Regulations and Rights in favor of Hidalgo County Irrigation District No. 9.
3. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
4. All visible easements.

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 and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors, to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the Property are retained until each Note described is fully paid according to its terms, at which time this Deed shall become absolute.

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

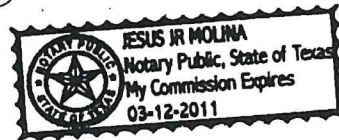
Mireya C. Garcia
MIREYA C. GARCIA

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 9th
day of October, 2004, by MIREYA C. GARCIA.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



AFTER RECORDING RETURN TO:

Martha Nunez
109 N. Texas
Weslaco, Texas 78599-0010

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



70 2007 01813805

Instrument Number: 2007-1813805

Recorded On: October 09, 2007

As
Recording

Parties:

To

Billable Pages: 4

Number of Pages: 5

Comment: DT

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

Recording	28.00
Total Recording:	28.00

***** **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: 2007-1813805
Receipt Number: 898056
Recorded Date/Time: October 09, 2007 12:52P

Record and Return To:

MARTHA NUNEZ
109 NORTH TEXAS
WESLACO TX 78596

User / Station: M Cantu - Cash Station 17



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

1813805

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

DEED OF TRUST

Date: July 5, 2004

Grantor: MARTHA NUNEZ, a signal woman

Grantor's Address: 109 N. Texas
Weslaco, Hidalgo County, Texas 78596

Beneficiary: MIREYA C. GARCIA

Beneficiary's Mailing Address: 2427 E. 12th Street
Weslaco, Hidalgo County, Texas 78596

Note(s):

Date: July 5, 2004

Amount: THIRTY-EIGHT THOUSAND AND NO/100ths
DOLLARS (\$38,000.00)

Maker: MARTHA NUNEZ. a signal woman

Payee: MIREYA C. GARCIA

Terms of payment (optional): As therein provided.

Property (including any improvements):

Lots One (1) through Four (4), inclusive, Block One (1), GONZALEZ ADDITION, an addition to the City of Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 7, page 10-A, Map Records, Hidalgo County, Texas.

Prior Lien(s)(including recording information): NONE

Other Exceptions:

1. Easement and reservations as may appear upon the recorded map and dedication of said subdivision.
2. Easements, or claims of easements, which are not recorded in the public records.

For value received and to secure payment of the Note, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property. If Grantor performs all the covenants and pays the Note according to its terms, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property when due;
3. preserve the lien's priority as it is established in this Deed of Trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80% co-insurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;

- d. protects Beneficiary with a standard mortgage clause;
- e. provides flood insurance at any time the Property is in a flood hazard area; and
- f. contains such other coverage as Beneficiary may reasonably require;
- 5. comply at all times with the requirements of the 80% co-insurance clause;
- 6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten (10) days before expiration;
- 7. keep any buildings occupied as required by the insurance policy; and
- 8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

- 1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of trustee.
- 2. If the proceeds of the Note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
- 3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy.
- 4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor, on demand, at the place where the Note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.
- 5. If Grantor defaults on the Note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the Note immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
 - c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note, subject to any rights that Grantor may have under the Texas Property Code to have the amount of credit adjusted to reflect the Property's fair market value.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

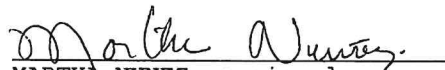
- 1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
- 2. sell and convey all or part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
- 3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of five percent (5%) of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance.

General Provisions

- 1. If any of the Property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
- 2. Recitals in any Trustee's Deed conveying the Property will be presumed to be true.
- 3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
- 4. This lien shall remain superior to liens later created even if the time of the payment of all or part of the Note is extended or part of the Property is released.
- 5. If any portion of the Note can not be lawfully secured by this Deed of Trust, payments shall be applied first to discharge that portion.
- 6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property.

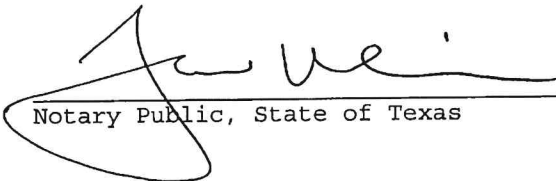
After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the Note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under this Note and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the Property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the Note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term Note includes all sums secured by this Deed of Trust.
11. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term Grantor shall include Maker.
13. If Grantor transfers any part of the Property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this Deed of Trust immediately payable. In that event Beneficiary will notify Grantor that the debt is payable; if it is not paid within thirty (30) days after notice to Grantor, Beneficiary may, without further notice to or demand on Grantor, invoke any remedies provided in this instrument for default. Exceptions to this provision for declaring the Note due on sale or transfer are limited to the following:
 - (a) creation of a lien or encumbrance subordinate to this Deed of Trust;
 - (b) creation of a purchase-money security interest for household appliances;
 - (c) transfer by devise, descent or operation of law on the death of a joint tenant; and
 - (d) grant of a leasehold interest of three years or less without an option to purchase.
14. Grantor represents that this Deed of Trust and the Note are given for the following purposes: The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured by this Deed of Trust and by a Vendor's lien on the Property, which is expressly retained in a Warranty Deed With Vendor's Lien of even date given by MIREYA C. GARCIA; conveying his community property interest in the Property to Grantee; to MARTHA NUNEZ, a single woman. This Deed of Trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The Warranty Deed with Vendor's Lien is incorporated into this Deed of Trust.


MARTHA NUNEZ, a single woman

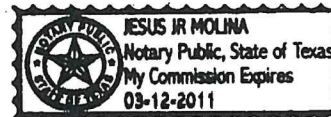
STATE OF TEXAS §
 § Acknowledgment
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 9th day
of July, 2004, by **MARTHA NUNEZ**, a single woman.


Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Martha Nunez
109 N. Texas
Weslaco, Texas 78599-0010



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



70 2008 01857740

Instrument Number: 2008-1857740

Recorded On: February 19, 2008

As
Recording

Parties:

To

Billable Pages: 2

Number of Pages: 3

Comment: RELEASE OF LIEN

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

Recording	20.00
Total Recording:	20.00

***** 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: 2008-1857740
Receipt Number: 932821
Recorded Date/Time: February 19, 2008 03:39P

Record and Return To:

JONES, GALLIGAN, KEY & LOZANO, LLP
2300 WEST PIKE BOULEVARD, SUITE 300
POST OFFICE DRAWER 1247
WESLACO TX 78599-1247

User / Station: I Hidalgo - Cash Station 04



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 OR ALL 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.

Release of Lien

Date: February 13, 2008

Holder of Note and Lien: MIREYA C. GARCIA

Holder's Mailing Address:

MIREYA C. GARCIA
2426 E. 12th Street
Weslaco, TX 78596
Hidalgo County

Note

Date: July 5, 2004

Original principal amount: \$38,000.00

Borrower: MARTHA NUNEZ

Lender: MIREYA C. GARCIA

Note and Lien Are Described in the Following Documents: Vendor's Lien retained in Deed dated July 5, 2004, executed by Mireya C. Garcia to Martha Nunez, a single woman, and recorded under Document No. 1813804, Official Records of Hidalgo County, Texas. Additionally a Deed of Trust dated July 5, 2004, recorded under Document No. 1813805, Official Records of Hidalgo County, Texas.

Property (including any improvements):

Lots One (1) through Four (4), inclusive, Block One (1), GONZALEZ ADDITION, an addition to the City of Weslaco, Hidalgo County, as per map or plat thereof recorded in Volume 7, Page 10-A, Map Records, Hidalgo County, Texas.

Holder of Note and Lien is the owner and holder of the Note and Lien described above.

Holder of Note and Lien acknowledges payment in full of the Note and releases the Property from the Lien and from all liens held by Holder of Note and Lien, without regard to how they were created or evidenced.

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

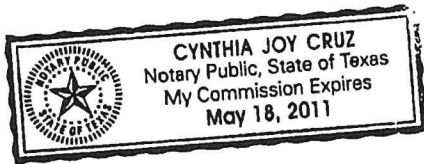
MIREYA C. GARCIA

Mireya C. Garcia

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on February 15, 2008,
by MIREYA C. GARCIA.



Cynthia Cruz
Notary Public, State of Texas
My commission expires:

PREPARED IN THE OFFICE OF:

Jones, Galligan, Key & Lozano, L.L.P.
2300 West Pike Boulevard, Suite 300
Post Office Drawer 1247
Weslaco, Texas 78599-1247
Tel: (956) 968-5402
Fax: (956) 968-6089

WARRANTY DEED WITH VENDOR'S LIEN

GF 706615-JLW
Date: January 25, 2001

Grantor: SAMUEL I. REYES and wife, ANABEL REYES

Grantor's Mailing Address (including county):

SAMUEL I. REYES
521 S. 10th Street
Donna, Texas 78537
Hidalgo County

ANABEL REYES
521 S. 10th Street
Donna, Texas 78537
Hidalgo County

Grantee: MIREYA C. GARCIA

Grantee's Mailing Address (including county):

MIREYA C. GARCIA
2427 E. 12th St.
Weslaco, Texas 78596
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of FIFTY-TWO THOUSAND AND NO/100 DOLLARS (\$52,000.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to TERRY D. KEY, Trustee.

Property (including any improvements):

Lots One (1) through Four (4), inclusive, Block One (1), GONZALEZ ADDITION, an addition to the City of Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 7, page 10-A, Map Records, Hidalgo County, Texas.

Reservations From and Exceptions to Conveyance and Warranty:

- 1) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

- 2) Easements, or claims of easements, which are not recorded in the public records.

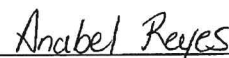
Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold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

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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



SAMUEL I. REYES



ANABEL REYES

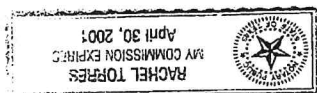
ACKNOWLEDGMENT

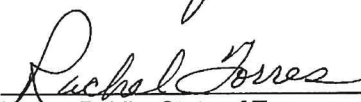
STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

This instrument was acknowledged before me on Jan 26, 2001, by
SAMUEL I. REYES.





Notary Public, State of Texas

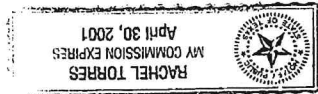
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

This instrument was acknowledged before me on Jan 26, 2001, by
ANABEL REYES.



Rachel Torres
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

ANITA G. LOZANO
JONES GALLIGAN KEY & LOZANO, L.L.P.
P O DRAWER 1247
WESLACO, TEXAS 78599-1247

AFTER RECORDING RETURN TO:

ANITA G. LOZANO
JONES GALLIGAN KEY & LOZANO, L.L.P.
P O DRAWER 1247
WESLACO, TEXAS 78599-1247

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Feb 06, 2001 at 08:11A

As a Recording

Document Number: 940950
Total Fees : 13.00

Receipt Number - 327050
By,
Bea Cruz, Deputy

Hidalgo County
Eddy Trevino
County Clerk
Edinburg, TX 78540



70 2006 01698177

Instrument Number: 2006-1698177

Recorded On: December 13, 2006

As
Recording

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: RL

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

Recording	16.00
Total Recording:	16.00

***** 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: 2006-1698177
Receipt Number: 819179
Recorded Date/Time: December 13, 2006 04:45P

Record and Return To:

FIRST NATIONAL ACCEPTANCE CO.
P.O. BOX 980
EAST LANSING MI 48826-0980

User / Station: I Leal - Cash Station 02



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

Eddy Trevino
County Clerk
Hidalgo County, TX

Release of Lien

State of TX
County of Hidalgo

NOTE

Date: 01/25/01

1698177

Original Amount: \$52,000.00

Maker: Mireya C. Garcia

Payee: Samuel I. Reyes and wife, Anabel Reyes

Holder of Note and Lien: First National Acceptance Company, a Michigan Corporation

Deed of Trust is Described in the Following Documents Recorded in:
Clerk's File# 940951, in Hidalgo County, TX subsequently transferred to First National Acceptance Company, a Michigan Corporation by instrument dated 01/14/2005 Clerk's File# 1461047 in Hidalgo County, TX

Property Description:

LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 1, GONZALES ADDITION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 10-A, MAP RECORDS HIDALGO COUNTY, TEXAS.

Holder of the note acknowledges its payment and releases the property from the lien.

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

Executed the 1st day of December, 2006.

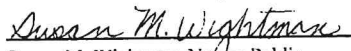
First National Acceptance Company

BY: 
Steve Allison, Vice President

ACKNOWLEDGMENT

State of MI }
County of INGHAM }

On this 1st day of December, 2006, before me personally appeared Steve Allison, Vice President, First National Acceptance Company, a Michigan Corporation to me known to be person(s) in and who executed the forgoing instrument and acknowledged that they/he/she executed the same as their/her/him free act and deed.


Susan M. Wightman, Notary Public,
Ingham County Acting in Ingham County, MI
My commission expires 01/07/11.

When recorded to: Mireya Garcia
2427 E. 12th St.
Weslaco, TX 78596

Drafted by: Susan Wightman
Business Address: P. O. Box 980
East Lansing, MI 48826

Account Number: 159840

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

Document No: 2880110

Billable Pages: 2

Recorded On: January 12, 2018 03:16 PM

Number of Pages: 3

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

Total Recording: \$ 40.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 2880110
Receipt No: 20180112000384
Recorded On: January 12, 2018 03:16 PM
Deputy Clerk: Elaine Acuna
Station: Mcallen-CC-K24

Record and Return To:

Erxcchange



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, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

QUITCLAIM DEED

DATE: November 14, 2017

GRANTOR: SYLVIA M. DOMINGUEZ and JOHN J. DOMINGUEZ

GRANTOR'S MAILING ADDRESS (including county):

901 E. 6th Street, Suite 3
Weslaco, Texas 78596
Hidalgo County, Texas

GRANTEE: MARTHA NUNEZ

GRANTEE'S MAILING ADDRESS (including county):

109 North Texas Blvd.
Weslaco, Texas 78596
Hidalgo County, Texas

CONSIDERATION: For Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, by these presents do quitclaim all of their interest in the herein described property.

PROPERTY (including any improvements):

All of our undivided interest in and to all of Lots 1 through 4, Block 1, GONZALES ADDITION, an Addition to the City of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 7, Page 10A, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

For good and sufficient consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the property, to have and to hold it to Grantee, Grantee's successors, or assigns forever. Neither Grantor nor Grantor's successors, or assigns shall have, claim, or demand any right or title to the property or any part of it.

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

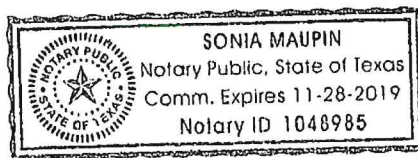
Sylvia M. Dominguez
SYLVIA M. DOMINGUEZ

John J. Dominguez
JOHN J. DOMINGUEZ

(Acknowledgment)

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 5th day of Dec., 2017, by SYLVIA M. DOMINGUEZ.

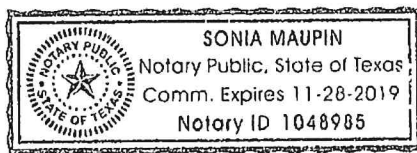


Sonia Maupin
Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 5th day of Dec., 2017, by JOHN J. DOMINGUEZ.



Sonia Maupin
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

THE J. RAMIREZ LAW FIRM
Ebony Park, Suite B
700 N. Veterans Blvd.
San Juan, Texas 78589

PREPARED IN THE LAW OFFICE OF:

THE J. RAMIREZ LAW FIRM
Ebony Park, Suite B
700 N. Veterans Blvd.
San Juan, Texas 78589

File No. 16-089R

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



70 2008 01889236

Instrument Number: 2008-1889236

Recorded On: May 13, 2008

As
Recording

Parties:

To

Billable Pages: 4
Number of Pages: 5

Comment: DEFAULT JUDGMENT

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

Recording	28.00
Total Recording:	28.00

***** 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: 2008-1889236
Receipt Number: 955545
Recorded Date/Time: May 13, 2008 09:29A

Record and Return To:

OXFORD AND GONZALEZ
P.O. DRAWER 630
EDINBRUG TX 78540

User / Station: M Cantu - Cash Station 17



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

28,269-A
CAUSE NO. 28,269

1889236
10.00 A

APR 21 2008

THE ESTATE OF ELVIRA DE LA GARZA, §
Deceased §
PLAINTIFF §
VS. §
SAMUEL I. REYES §
DEFENDANT §

IN THE PROBATE COURT

OF

HIDALGO COUNTY, TEXAS

DEFAULT JUDGMENT

BE IT REMEMBERED that on this the 4th day of February 2008, came on for consideration the above-styled numbered and cause of action. Appearing as Joint Administrators of the Estate of Elvira De La Garza were Noe De La Garza with Counsel of Record the Honorable Ricardo Gonzalez and John F. Dominguez with Counsel of Record the Honorable Leo Pruneda. The Defendant, Samuel I. Reyes although duly noticed of the trial setting, failed to appear. The Court requested that the name of the Defendant be called at the courthouse door three times.

After hearing no response from Samuel I. Reyes, the court then proceeded to consider the testimony and argument of counsel finds, as follows:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that one Quit Claim Deed dated October 6, 1999 and bearing document numbers 813905 filed in the "Official Records of Hidalgo County" is hereby set aside and declared null and void, ab initio. See attached Exhibit "A."

The Court took judicial notice of:

Lis Pendens filed and bearing document no. 1048646 in Hidalgo County Clerks Office;

A Lis Pendens filed and bearing document no. 124937 in Zapata County Clerks Office; and

A Lis Pendens filed and bearing document no. 220664 in Starr County Clerks Office.

IT IS THE FURTHER ORDER OF THE COURT that Co-Applicants are hereby granted all relief sought in their applications on file; That a Default Judgment against Samuel I. Reyes is hereby granted in all things and respects.

DATE MAY 13 2008

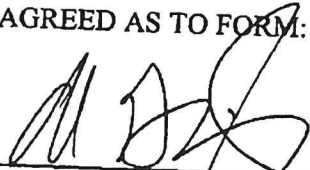
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By [Signature] Deputy

IT IS FURTHER ORDERED that any other relief not specifically granted herein is hereby
DENIED.

SIGNED ON THIS THE 21st ^{ami} DAY OF FEBRUARY, 2008.


Honorable Homer Garza, Presiding
Judge of Hidalgo County Probate
Court, Hidalgo County, Texas

AGREED AS TO FORM:


Ricardo Gonzalez, Attorney for
Noe De La Garza, Co-Dependant Administrator


Hon. Leo Pruneda, Attorney for
Co-Dependant Administrator, John F. Dominguez

DATE MAY 13 2008
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By  Deputy

QUITCLAIM DEED

813905

Date: October 06, 99

Grantor: **ELVIRA DE LA GARZA**

Grantor's Mailing Address (including county):

ELVIRA DE LA GARZA
105 N. Texas Blvd.
Weslaco, Texas 78596
Hidalgo County

Grantee: **SAMUEL I. REYES**

Grantee's Mailing Address (including county):

SAMUEL I. REYES
105 N. Texas Blvd.
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

AS SET FORTH IN EXHIBIT "A," WHICH EXHIBIT IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES AS THOUGH FULLY SET FORTH AT LENGTH

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors, or assigns shall have, claim, or demand any right or title to the property or any part of it.

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

Elvira de la Garza
ELVIRA DE LA GARZA

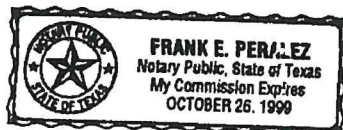
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

This instrument was acknowledged before me on October 6th, 1999, by ELVIRA DE LA GARZA.



Frank E. Perez
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

SAMUEL I. REYES

EXHIBIT "A"

PARCEL #1

E 30' of Lots 3 & 4, Block 1, GONZALEZ, City of Weslaco, Hidalgo County, Texas.

PARCEL #2

Lots 1, 2, and W 90' of Lots 3 & 4, Block 1, GONZALEZ, City of Weslaco, Hidalgo County, Texas.

PARCEL #3

3.714 acres out of 26.00 acres, Abt. 843, Por. 60, B. FARIAS, Starr County, Texas.

PARCEL #4

1 acre out of 7 acres, Abt. 327, Po. 65, A. GARCIA, Starr County, Texas.

PARCEL #5

1.714 acres out of 12 acres, Abt. 283, Por. 61, M.B. PENA, Starr County, Texas.

PARCEL #6

4.408 acres out of 30.860 acres out of Share 16-A, Tract 2, Abstract 31, Porcion 19, Zapata County, Texas.

PARCEL #7

3.286 acres out of 22.860 acres out of Share 1, Tract 2, Abstract 28, Zapata County, Texas.

PARCEL #8

5.538 acres out of Lot 3, Block 67, La Donna Plat Subdivision, La Blanca and Llano Grande Grants, Hidalgo County, Texas.

PARCEL #9

2.00 acres out of Residue of Lot 3, Block 67, La Donna Plat Subdivision, La Blanca and Llano Grande Grants, Hidalgo County, Texas.

PARCEL #10

3.00 acres out of Residue of Lot 4, Block 67, La Donna Plat Subdivision, La Blanca and Llano Grande Grants, Hidalgo County, Texas.

Filed for Record in:
Hidalgo County
by Juan D. Salinas III
County Clerk

On: Oct 12, 1999 at 09:47A

As a
Recording

Document Number: 813905
Total Fees: 11.00

Receipt Number - 243170
By,
MANNY CANTU

NOTICE OF LIS PENDENS

STATE OF TEXAS § § §

COUNTY OF HIDALGO § § §

Before me, the undersigned authority on this day personally appeared
Noe de la Garza, who after being duly sworn deposes and states as follows:

"My name is Noe de la Garza, I am over twenty-one years of age, the
facts and allegations made herein are of my own personal knowledge true
correct, and I am competent to make this Affidavit.

"I have filed a lawsuit for and on behalf of the Estate of my Aunt, Elvira
de la Garza, styled The Estate of Elvira de la Garza vs. Samuel I. Reyes bearing
Cause No. 28269-A; in the Probate Court, County Court at Law No. 3, Hidalgo
County, Texas.

"Attached hereto as Exhibit "A" and "B" respectively, is a list of all of the
properties in which the estate is claiming an interest."

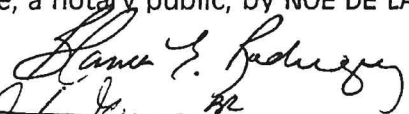
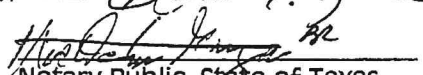
FURTHER AFFIANT SAYETH NOT.


NOE DE LA GARZA, AFFIANT

STATE OF TEXAS § § §

COUNTY OF HIDALGO § § §

SWORN and SUBSCRIBED to before me, a notary public, by NOE DE LA
GARZA, on this 2nd day of February, 2002.



Notary Public, State of Texas
Notary's commission expires: 2-10-03

After recording please return to:

OXFORD, OXFORD & GONZALEZ
116 South 12th Street
Edinburg, Texas 78539

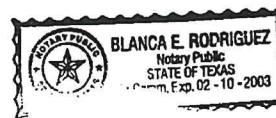


EXHIBIT "A"

PARCEL NO. 1

3.714 acres out of 26.00 acres, Abt. 843, Por. 60, B. FARIAS, Starr County, Texas.

PARCEL NO. 2

1 acre out of 7 acres, Abt. 327, Por. 65, A. GARCIA, Starr County, Texas.

PARCEL NO. 3

1.714 acres out of 12 acres, Abt. 283, Por. 61, M.B. PENA, Starr County, Texas.

PARCEL NO. 4

3.258 acres out of 22.860 acres out of Share 1, Tract 2, Abstract 28, Zapata County, Texas

PARCEL NO. 5

5.538 acres out of Lot 3, Block 67, La Doña Plat Subdivision, La Blanca and Llano Grande Grants, Hidalgo County, Texas.

PARCEL NO. 6

2.8 acres Abt. 31, Portion 19, M.J. Guerra, SH-16A Zapata County, Texas.

PARCEL NO. 7.

15.430 acres Abt. 31, Portion 19, M.J. Guerra, SH-6B, Tract -6A, Zapata County, Texas

PARCEL NO. 8.

A tract of land out of and forming a part of Lot 2, Block 58, Lot, Town & Improvement Company's Subdivision of lands in Hidalgo County, Texas as per map or plat thereof in Volume 4, Pages 462-463, Deed Records, Hidalgo County, Texas

PARCEL NO. 9.

R180508, GONZALEZ BLK 1, LOTS 1-2; T180509, GONZALEZ E30 - LOTS 3-4 BLK 1, R514274, GONZALEZ W90 - LOTS 3 & 4, BLK 1, known as 105 N. TEXAS BLVD, WESLACO, TEXAS 78596

PREPARED IN THE OFFICES OF:
STEVEN P. REDGATE
ATTORNEY AT LAW
4100 S. NEW BRAUNFELS
SAN ANTONIO, TEXAS 78223

210-534-7200



1-11-01
County, Texas
Rene Salinas Deputy

EXHIBIT "A"

PARCEL #1
E 30' of Lots 3 & 4, Block 1, GONZALEZ, City of Weslaco, Hidalgo County, Texas.

PARCEL #2
Lots 1, 2, and W 90' of Lots 3 & 4, Block 1, GONZALEZ, City of Weslaco, Hidalgo County, Texas.

PARCEL #3
3.714 acres out of 26.00 acres, Abt. 843, Por. 60, B. FARIAS, Starr County, Texas.

PARCEL #4
1 acre out of 7 acres, Abt. 327, Po. 65, A. GARCIA, Starr County, Texas.

PARCEL #5
1.714 acres out of 12 acres, Abt. 283, Por. 61, M.B. PENA, Starr County, Texas.

PARCEL #6
4.408 acres out of 30.860 acres out of Share 16-A, Tract 2, Abstract 31, Porcion 19, Zapata County, Texas.

PARCEL #7
3.286 acres out of 22.860 acres out of Share 1, Tract 2, Abstract 28, Zapata County, Texas.

PARCEL #8
5.538 acres out of Lot 3 Block 67, La Donna Plat Subdivision, La Blanca and Llano Grande Grants, Hidalgo County, Texas.

PARCEL #9
2.00 acres out of Residue of Lot 3, Block 67, La Donna Plat Subdivision, La Blanca and Llano Grande Grants, Hidalgo County, Texas.

PARCEL #10
3.00 acres out of Residue of Lot 4, Block 67 La Donna Plat Subdivision, La Blanca and Llano Grande Grants, Hidalgo County, Texas.

Filed for Record in:
Hidalgo County
by Juan D. Salinas III
County Clerk

On: Oct 12, 1999 at 09:47A

Recording

Document Number:
Total Fees

81390
11.0

243170

Filed for Record in:
Hidalgo County, TX
by J. D. Salinas, III
County Clerk

On: Feb 05, 2002 at 04:23P

As a Recording

Document Number: 1049646
Total Fees: \$ 18.00

Receipt Number - 398555

By:
Anna Smith, Deputy

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER, ETC.

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

Document No: 2748145

Billable Pages: 2

Recorded On: September 20, 2016 03:50 PM

Number of Pages: 3

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

Total Recording: 40.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 2748145
Receipt No: 20160920000604
Recorded On: September 20, 2016 03:50 PM
Deputy Clerk: Joey Eufracio
Station: CH-1-CC-K14

Record and Return To:

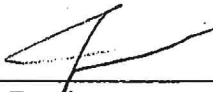


STATE OF TEXAS
COUNTY OF HIDALGO

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, Texas

WITNESS MY HAND this 20th day of September, 2016.



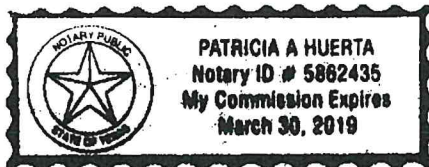
Jesus Ramirez
SBN 16501950
ATTORNEYS FOR PLAINTIFF
MARTHA NUNEZ

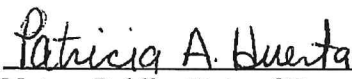
THE J. RAMIREZ LAW FIRM
Attorneys at Law
Ebony Park, Suite B
700 N. Veterans Blvd.
San Juan, Texas 78589
(956) 502-5424
(956) 502-5007

(Acknowledgment)

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 20th day of September, 2016, by JESUS RAMIREZ.





Notary Public, State of Texas

AFTER RECORDING RETURN TO:

THE J. RAMIREZ LAW FIRM
Attorneys at Law
Ebony Park, Suite B
700 N. Veterans Blvd.
San Juan, Texas 78589

PREPARED IN THE LAW OFFICE OF:

THE J. RAMIREZ LAW FIRM
Attorneys at Law
Ebony Park, Suite B
700 N. Veterans Blvd.
San Juan, Texas 78589

File No. 16-089R


Judge Presiding

The clerk will notify all parties of record:

cc: Jesus Ramirez, THE J. RAMIREZ LAW FIRM, Ebony Park, Suite B, 700 N. Veterans Blvd.,
San Juan, Texas 78589, Fax No. (956) 502-5007; Email: ramirezbook@gmail.com

Ricardo Gonzalez, OXFORD & GONZALEZ, 124 South 12th Street, P.O. Box 630, Edinburg, Texas
78540, Email: ric@oxfordandgonzalez.com

CITATION/PUBLICATION-CIVIL
ONCE EACH FOR FOUR (4) CONSECUTIVE WEEKS

THE STATE OF TEXAS

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do (does) not file a written answer with the clerk who issued to this citation by 10:00 A.M. on the Monday next after the expiration of forty-two (42) days after the date of issuance of this citation and Petition, a default Judgment may be taken against you."

TO: UNKNOWN HEIRS OF ELVIRA DE LA GARZA (DECEASED)
GREETINGS:

You are hereby commanded to appear by filing a written answer to the Plaintiff's Original Petition at or before 10:00 o'clock A.M. of the Monday next after the expiration of forty-two (42) days after the date of issuance of this citation the same being this the 27th day of July, 2017 before the Honorable Mario E. Ramirez, Jr., 332nd District Court of Hidalgo County, Texas at the Courthouse of said county in Edinburg, Texas. Said **PLAINTIFF'S ORIGINAL PETITION TO REMOVE CLOUD ON TITLE ATTACHED WITH EXHIBITS A -G** filed in said court on the 27th day of July, 2016 in this case numbered **C-3482-16-F** on the docket of said court and styled MARTHA NUNEZ,
VS.

THE ESTATE AND HEIRS OF ELVIRA DE LA GARZA, DECEASED, NOE DE LA GARZA, SAMUEL I. REYES, ANABEL REYES, ALSO KNOWN AS ANNABEL RANGEL REYES AND MIREYA C. GARCIA.

Said petition was filed in said court by Attorney JESUS RAMIREZ; 700 North Veterans Blvd, Suite B

A brief nature of the suit is as follows: **PLAINTIFF(S) PRAY FOR DAMAGES IN AN AMOUNT TO BE PROVEN AT TRIAL, INCLUDING BUT NOT LIMITED TO ACTUAL DAMAGES, DIRECT AND CONSEQUENTIAL DAMAGES, and ATTORNEY FEES AND TAXABLE COURT COSTS AND REMOVAL OF CLOUD ON TITLE**

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said court at Edinburg, Texas on the on this the 28th day of July, 2017.

LAURA HINOJOSA, DISTRICT CLERK
100 N. CLOSNER, EDINBURG, TEXAS
HIDALGO COUNTY, TEXAS

Noemi Lamas
NOEMI LAMAS, DEPUTY CLERK



FILED
RECEIVED
AT: 11:30 O'CLOCK A.M.
AUG 31 2017
SHERIFF'S OFFICE
EDINBURG, TEXAS
LAURA HINOJOSA, CLERK
District Courts, Hidalgo County
Deputy #35

C-3482-16-F
OFFICER'S RETURN

Came to hand on the 28 day of July, 2012, at 10:03 o'clock
A.m. and I executed the within citation by publishing the same for four (4) consecutive
weeks/times in the MONITOR, a newspaper published in the
County of Hidalgo, in the State of Texas, once in each week for four (4) consecutive
weeks. Said publication was made respectively on the 8-7-12, 8-14-12,
8-21-12, 8-28-12, first publication being at least twenty-eight (28) days
before the return day hereof and a printed thereof is returned herewith.

FEES:

Service of Citation.....\$ _____
For Printer.....\$ _____
TOTAL FEES.....\$ _____

J. E. "EDDIE" GUERRA, SHERIFF
HIDALGO COUNTY, TEXAS

BY: [Signature] 1089
DEPUTY

**COMPLETE IF YOU ARE PERSON OTHER THAN A SHERIFF,
CONSTABLE OR CLERK OF THE COURT**

In accordance to Rule 107, the officer or authorized person who serves or attempts to
serve a citation must sign the return. If the return is signed by a person other than a
sheriff, constable or the clerk of the court, the return must either be verified or be signed
under the penalty of perjury. A return signed under penalty of perjury must contain the
statement below in substantially the following form:

"My name is _____, my date of birth is _____
_____ and the address is _____, and I
declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of Texas, on the _____ day of _____,
20____.

Declarant"

If Certified by the Supreme Court of Texas
Date of Expiration / SCH Number

Atty. Jesus
Ramirez

(956) 502-5424

McAllen
Monitor

c/o Sheriff's Office

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

Annais Vallejo being duly
Sworn on his/her oath states that he/she is
a Sales Representative of THE MONITOR
and that the attached notice appeared in the
following issues:

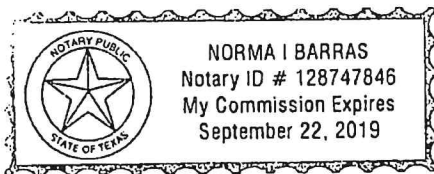
August 7,14,21 & 28, 2017

Annais Vallejo

Subscribed and sworn to before me this
the 29th of August A.D. 2017.

Norma I. Barras

Notary Public, Hidalgo County



CITATION BY PUBLICATION THE STATE OF TEXAS

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do (does) not file a written answer with the clerk who issued this citation by 10:00 am on the Monday next following the expiration of forty-two (42) days after the date of issuance of this citation and Petition, a default judgment may be taken against you."

To: UNKNOWN HEIRS OF ELVIRA DE LA GARZA (DECEASED)
GREETINGS:

You are hereby commanded to appear by filing a written answer to the Plaintiff's Original Petition at or before 10:00 o'clock A.M. of the Monday next after the expiration of forty-two (42) days after the date of issuance of this citation the same being this the 27th day of July, 2017 before the Honorable Mario E. Ramirez, Jr., 332nd District Court of Hidalgo County, Texas at the Courthouse of said county in Edinburg, Texas. Said **PLAINTIFF'S ORIGINAL PETITION TO REMOVE CLOUD ON TITLE ATTACHED WITH EXHIBITS A-G** filed in said court on the 27th day of July, 2016 in this case numbered **C-3482-16-F** on the docket of said court and styled **MARTHA NUNEZ vs. THE ESTATE AND HEIRS OF ELVIRA DE LA GARZA, DECEASED, -NOE DE LA GARZA, SAMUEL I. REYES, ANABEL REYES, ALSO KNOWN AS ANNABEL RANGEL REYES AND MIREYA C. GARCIA.**

Said petition was filed in said court by JESUS RAMIREZ, 700 North Veterans, Blvd. Suite B. A brief nature of the suit is as follows: **PLAINTIFF(S) PRAY FOR DAMAGES IN AN AMOUNT TO BE PROVEN AT TRIAL, INCLUDING BUT NOT LIMITED TO ACTUAL DAMAGES, DIRECT AND CONSEQUENTIAL DAMAGES and ATTORNEY FEES AND TAXABLE COURT COSTS AND REMOVAL OF CLOUD TITLE.**

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said court at Edinburg, Texas on this the 28th day of July, 2017.

LAURA HINOJOSA, DISTRICT CLERK
100 N. CLOSNER, EDINBURG TX
HIDALGO COUNTY, TEXAS
NOEMI LAMAS, DEPUTY CLERK

A True Copy I Certify
J.E. "Eddie" Guerra
Sheriff, Hidalgo County
By: Rene Tijerina #1089

ORIGINAL PETITION

7. Defendant applied for and received a credit account, account number *****0302, which is owned and administered by Plaintiff (the “Account”). Defendant used or authorized the use of the Account for the acquisition of goods, services, balance transfers or cash

CL-20-0554-A

advances in accordance with the customer agreement ("Agreement") governing use of the Account with Plaintiff.

8. Defendant breached the Agreement by failing to make periodic payments as required thereby and the Account was subsequently charged-off. The entire balance on the Account is owed to Plaintiff and is presently due and payable in full.

9. The current Account balance is \$4,683.81 , which includes any applicable payments and credits. The Account is not accruing post charge-off interest.

FIRST CAUSE OF ACTION - ACCOUNT STATED

10. Plaintiff incorporates herein by reference, the allegations contained in paragraphs 1-9 above.

11. A party is entitled to relief under the common law cause of action for account stated when (1) transactions between the parties give rise to indebtedness of one to the other; (2) an agreement, express or implied, between the parties fixes an amount due; and (3) the one to be charged makes a promise, express or implied, to pay the indebtedness. An implied agreement can arise from the acts and conduct of the parties.

12. Defendant's use of the Account for the acquisition of goods, services, balance transfers or cash advances in accordance with the customer agreement, represented a periodic account, for which the Plaintiff generated regular monthly statements. Defendant is liable to Plaintiff for the Account balance.

CONDITIONS PRECEDENT

13. Through its undersigned attorney, Plaintiff has demanded payment from Defendant, but Defendant has not satisfied such demand. Plaintiff has performed all conditions precedent to the filing of this action, or all such conditions precedent have occurred.

CL-20-0554-A

REQUEST FOR DISCLOSURES

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, you are requested to disclose, within fifty (50) days of service of this request, the information or material described in Rule 194.2

(a)-(i) as follows:

- (a) the correct names of the parties to the lawsuits;
- (b) the name, address, and telephone number of any potential parties;
- (c) the legal theories and, in general, the factual bases of the responding party's claims or defenses (the responding party need not marshal all evidence that may be offered at trial);
- (d) the amount and any method of calculating economic damages;
- (e) the name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case;
- (f) for any testifying expert;
 - i. the expert's name, address, and telephone number;
 - ii. the subject matter on which the expert will testify;
 - iii. the general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to the control of the responding party, documents reflecting such information;
 - iv. if the expert is retained by, employed by, or otherwise subject to the control of the responding party;

CL-20-0554-A

- A all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and
- B the expert's current resume and bibliography;
- (g) any indemnity and insuring agreements described in Rule 192.3(f);
- (h) any settlement agreements described in Rule 192.3(g);
- (i) any witness statements described in Rule 192.3(h);

Pursuant to Rule 194.4, copies of documents and other tangible items ordinarily must be served with the response. If the responsive documents are voluminous, your response must state a reasonable time and place for the production of documents, and you must produce the documents at the time and place stated, unless otherwise agreed by the parties or ordered by the court, and must provide the requesting party a reasonable opportunity to inspect them. Pursuant to Rule 194.5, no objection is permitted to any request under Rule 194.2.

REQUEST FOR ADMISSIONS

Pursuant to Rule 198 of the Texas Rules of Civil Procedure, Defendant is requested to admit the truth of each of the matters listed below. Responses to these Requests for Admissions are due fifty (50) days after service of this request. Defendant is requested to admit that:

1. Defendant applied for the Account as referenced in Plaintiff's Original Petition.
2. Based upon Defendant's request, the Account made a basis for Plaintiff's Original Petition was opened.
3. Defendant understood from the time the Account made a basis of Plaintiff's Original Petition was opened that use of the credit account results in a loan being made to

CL-20-0554-A

Defendant for the amount charged or cash advance requested, and that Defendant is required and obligated to repay all charges or cash advances incurred on the Account.

4. Defendant made the purchases and took cash advances using the credit account made a basis of Plaintiff's Original Petition.
5. Plaintiff is the present owner and holder of said Account, and is the party entitled to sue on said Account.
6. That the Account referenced in Plaintiff's Original Petition in this cause is just and true.
7. The balance referenced in Plaintiff's Original Petition in this cause is the balance due Plaintiff after all just and lawful offsets, payments and credits have been allowed.
8. Defendant received monthly statements showing the amount of charges or cash advances incurred for that monthly period, along with any payments or credits to the Account, specifying the monthly installment being due and owing, and advising of Defendant's right to dispute any error contained in the monthly statement.
9. Plaintiff has requested Defendant to pay Plaintiff for said Account, and Defendant has failed to pay Plaintiff for said Account.
10. Plaintiff made written demand upon Defendant for payment of said Account more than 30 days prior to filing this lawsuit.
11. Defendant's last payment on the Account was less than 4 years from the date this petition was filed.
12. Defendant has breached the Agreement made a basis of Plaintiff's Original Petition, and Defendant owes Plaintiff the amount of \$4,683.81 on said Account.



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5192	
From:			
Subject: Presentation of the 2020 Racial Profiling Report submitted by the Weslaco Police Department to the State of Texas. (Staffed by Police Department.)			
Background: The Weslaco Police Department (WPD), in accordance with the Texas Racial Profiling Law (Article 2.132 Code of Criminal Procedure), has been collecting police contact data to comply with the law. The reader will find that the Weslaco Police Department (WPD) met all the requirements stated by Article 2.132 of the Texas Code of Criminal Procedures.			
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):			
ROXANNE SAAVEDRA ROBERT LOPEZ ANDREW MUNOZ		Created/Initiated Approved New	
City Manager Comments: Presentation only.			
Staff Recommendation:			
Attachments, if any: WPD 2020 Racial Profiling Report 2020 for Commission, WPD 2020 Racial Profiling Report 2020 for Commission			
Responsibilities upon Approval: The Racial Profiling Report was submitted to the State of Texas by the Weslaco Police Department. It was submitted on Feb. 19, 2021. No further action is needed.			



Weslaco Police Department Racial Profiling Report 2020

TABLE OF CONTENTS

1. MISSION STATEMENT
2. TEXAS LAW ON RACIAL PROFILING
3. DEMOGRAPHICS OF THE CITY OF WESLACO
4. WESLACO POLICE DEPARTMENT POLICY 320 STANDARDS OF CONDUCT
5. WESLACO POLICE DEPARTMENT POLICY 401 BIASED-BASED POLICING
6. WESLACO POLICE DEPARTMENT POLICY 422 MOBILE AUDIO/VIDEO
7. WESLACO POLICE DEPARTMENT POLICY 1010 PERSONNEL COMPLAINTS
8. ARTICLE 29 OF THE CITY OF WESLACO/WESLACO MUNICIPAL POLICE UNION LABOR AGREEMENT
9. RACIAL PROFILING REPORT SUBMITTED TO THE STATE



1. Mission Statement:

At the Weslaco Police Department, it is our mission to enhance the quality of life in the City through a proactive and professional level of police service. We hold the preservation of life as our sacred duty. We aim to maintain a strong commitment to excellence. We accept nothing less than truth, honesty, and integrity in our profession. We recognize that our police powers derive from the people we serve, and we will not tolerate the abuse of our police authority. To the best of our ability, we treat all persons with respect, dignity, and equality. We view the people of this community as partners who deserve our concern, care, and attention. We recognize our responsibility to build partnerships with the community to meet current and future challenges. Additionally, crime reduction is our number one operational effort. We are committed to reducing the fear of crime, and we endeavor to do this by creating partnerships in our neighborhoods. Lastly, we recognize that our personal conduct, both on and off duty, is inseparable from the professional reputation of both the Officer and the Department.

Joel Rivera Ph.D.
Chief of Police

2. Texas Law on Racial Profiling

The Weslaco Police Department, in accordance with the Texas Racial Profiling Law (Article 2.132 Code of Criminal Procedure), has been collecting police contact data to comply with the law. Throughout the past year, the police department has striven to ensure that the numbers reported, via citations, field contact cards and arrests were as accurate as possible. The information reported herein only applies to what is referred to as "Tier 1" data (stops that resulted in citation or arrest).

A. Requirements

The following requirements must be met by all law enforcement agencies in the State of Texas:

By submitting, the chief administrator affirms that the agency has a policy in place in accordance with Texas Code of Criminal Procedure §2.132, and that the policy:

- (1) clearly defines acts constituting racial profiling.
- (2) strictly prohibits peace officers employed by the agency from engaging in racial profiling.
- (3) implements a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual.
- (4) provides public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and email address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer.
- (5) requires appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article.
- (6) requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made because of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained.
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search.
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
 - (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.
 - (E) the location of the stop; and
 - (F) the reason for the stop.

(7) Requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under subdivision to:

- (a) the Texas Commission on Law Enforcement; and
- (b) the governing body of each county or municipality served by the agency, if the agency is an agency of the county, municipality, or other political subdivision of the state.

B. Standards

Inside this report, the reader will find that the Weslaco Police Department met all the requirements stated by Article 2.132 of the Texas Code of Criminal Procedure.

The Department has Policy 313 Racial or Biased Based Profiling, which addresses the Racial Profiling issues.

The Department has a current Collective Bargaining Labor Agreement (term of contract; October 1, 2019 — October 1, 2021). CBA Article 29 governs the procedures for investigating a complaint filed against an officer.

The Department has Policy 422 Mobile Audio Video, which outlines the use of the mobile video equipment mounted in patrol vehicles.

The collection process used for this report was compromised of traffic citations, field contact cards, and traffic related arrest reports. The race, ethnicity or an individual that was stopped and whether a search was conducted. This information was gathered over the time of January 1, 2020 through December 31, 2020. This information is categorized as Tier 1 data report.

C. Education

1. Departmental Personnel

a. All members of the Weslaco Police Department have met the requirements set out by the Commission of Law Enforcement. Requirements stipulated that all officers must attend a Racial Profiling Class.

b. As part of the mandated training required by T.C.O.L.E; officers of the Weslaco Police Department are required to attend Cultural Diversity classes every two (2) years of a training cycle. This course of study includes sections on Racial Profiling.

2. Public Awareness

a. The Weslaco Police Department has access to the complaint filing process and forms available on its social media sight for public access.

3. Complaint History

a. The Weslaco Police Department did not receive any complaints regarding racial profiling this reporting period.

3. Weslaco Demographics

The City of Weslaco is located on the Eastern edge of Hidalgo County, centered between McAllen to the West, Harlingen to the East and is seven (7) miles North of the Mexican border city of Nuevo Progreso. The city compromises approximately 18.9 square miles of landmass.

A. Population

The information utilized in this section was obtained from the U.S Census Bureau, Census of 2018. This Census indicated a total population of 40,464. The current Census breakdown for the City of Weslaco is as follows:

	LABEL	ESTIMATE	% MARGIN OF ERROR
SEX AND AGE			
	Total population	40464	0
	Male	20474	1.8
	Female	19990	1.8
	Sex ratio (males per 100 females)	102.4	(X)
	Under 5 years	4333	1.9
	5 to 9 years	3852	1.5
	10 to 14 years	3415	1.3
	15 to 19 years	2870	1
	20 to 24 years	2701	1.1
	25 to 34 years	5665	1.5
	35 to 44 years	4218	1.3
	45 to 54 years	4052	1.1
	55 to 59 years	2128	0.9
	60 to 64 years	1687	0.7
	65 to 74 years	2850	1
	75 to 84 years	1847	0.9
	85 years and over	846	0.5
	Median age (years)	29.3	(X)
	Under 18 years	13640	1.7
	16 years and over	28104	2
	18 years and over	26824	1.7
	21 years and over	25360	1.8
	62 years and over	6507	1.6
	65 years and over	5543	1.5
	18 years and over	26824	(X)
	Male	12897	1.7
	Female	13927	1.7
	Sex ratio (males per 100 females)	92.6	(X)
	65 years and over	5543	(X)

Male	2319	3.2
Female	3224	3.2
Sex ratio (males per 100 females)	71.9	(X)
RACE		
Total population	40464	(X)
One race	39576	0.9
Two or more races	888	0.9
One race	39576	0.9
White	35046	2.2
Black or African American	315	0.7
American Indian and Alaska Native	287	0.5
Cherokee tribal grouping	0	0.1
Chippewa tribal grouping	3	0.1
Navajo tribal grouping	0	0.1
Sioux tribal grouping	0	0.1
Asian	364	0.6
Asian Indian	115	0.4
Chinese	0	0.1
Filipino	85	0.2
Japanese	0	0.1
Korean	0	0.1
Vietnamese	96	0.3
Other Asian	68	0.2
Native Hawaiian and Other Pacific Islander	0	0.1
Native Hawaiian	0	0.1
Guamanian or Chamorro	0	0.1
Samoan	0	0.1
Other Pacific Islander	0	0.1
Some other race	3564	1.8
Two or more races	888	0.9
White and Black or African American	68	0.3
White and American Indian and Alaska Native	55	0.1
White and Asian	0	0.1
Black or African American and American Indian and Alaska		
Native	0	0.1
RACE ALONE OR IN COMBINATION WITH ONE OR MORE OTHER RACES		
Total population	40464	(X)
White	35911	1.9
Black or African American	383	0.7
American Indian and Alaska Native	353	0.5
Asian	392	0.6
Native Hawaiian and Other Pacific Islander	9	0.1
Some other race	4329	2.1
HISPANIC OR LATINO AND RACE		
Total population	40464	(X)
Hispanic or Latino (of any race)	36022	1.6
Mexican	34085	2
Puerto Rican	165	0.2

Cuban	3	0.1
Other Hispanic or Latino	1769	1.5
Not Hispanic or Latino	4442	1.6
White alone	3714	1.4
Black or African American alone	264	0.7
American Indian and Alaska Native alone	77	0.2
Asian alone	364	0.6
Native Hawaiian and Other Pacific Islander alone	0	0.1
Some other race alone	0	0.1
Two or more races	23	0.1
Two races including Some other race	0	0.1
Two races excluding Some other race, and Three or more		
races	23	0.1
Total housing units	15750	(X)
CITIZEN, VOTING AGE POPULATION		
Citizen, 18 and over population	22703	(X)
Male	11226	2.1
Female	11477	2.1

4. Standards of Conduct

320.1 PURPOSE AND SCOPE

This policy establishes standards of conduct that are consistent with the values and mission of the Weslaco Police Department and are expected of all department members. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions, but they do identify many of the important matters concerning conduct. In addition to the provisions of this policy, members are subject to all other provisions contained in this manual, as well as any additional guidance on conduct that may be disseminated by this department or a member's supervisors.

320.2 POLICY

The continued employment or appointment of every member of this department shall be based on conduct that reasonably conforms to the guidelines set forth herein. Failure to meet the guidelines set forth in this policy, whether on- or off-duty, may be cause for disciplinary action.

320.3 DIRECTIVES AND ORDERS

Members shall comply with lawful directives and orders from any department supervisor or person in a position of authority, absent a reasonable and bona fide justification.

320.3.1 UNLAWFUL OR CONFLICTING ORDERS

Supervisors shall not knowingly issue orders or directives that, if carried out, would result in a violation of any law or department policy. Supervisors should not issue orders that conflict with any previous order without making reasonable clarification that the new order is intended to countermand the earlier order.

No member is required to obey any order that appears to be in direct conflict with any federal law, state law or local ordinance. Following a known unlawful order is not a defense and does not relieve the member from criminal or civil prosecution or administrative discipline. If the legality of an order is in doubt, the affected member shall ask the issuing supervisor to clarify the order or shall confer with a higher authority. The responsibility for refusal to obey rests with the member, who shall subsequently be required to justify the refusal.

Unless it would jeopardize the safety of any individual, members who are presented with a lawful order that is in conflict with a previous lawful order, department policy or other directive shall respectfully inform the issuing supervisor of the conflict. The issuing supervisor is responsible for either resolving the conflict or clarifying that the lawful order is intended to countermand the previous lawful order or directive, in which case the member is obliged to comply. Members who are compelled to follow a conflicting lawful order after having given the issuing supervisor the opportunity to correct the conflict will not be held accountable for disobedience of the lawful order or directive that was initially issued.

The person countermanding the original order shall notify, in writing, the person issuing the original order, indicating the action taken and the reason.

320.3.2 SUPERVISOR RESPONSIBILITIES

Supervisors and managers are required to follow all policies and procedures and may be subject to discipline for:

- (a) Failure to be reasonably aware of the performance of their subordinates or to provide appropriate guidance and control.
- (b) Failure to report any known misconduct of a member promptly and fully to his/her immediate supervisor or to document such misconduct appropriately or as required by policy.
- (c) Directing a subordinate to violate a policy or directive, acquiescing to such aviolation, or exhibiting indifference to such a violation.
- (d) Exercising unequal or disparate authority toward any member for malicious or other improper purpose.

320.4 GENERAL STANDARDS

Members shall conduct themselves, whether on- or off-duty, in accordance with the United States and Texas Constitutions and all applicable laws, ordinances and rules enacted or established pursuant to legal authority.

Members shall familiarize themselves with policies and procedures and are responsible for compliance with each. Members should seek clarification and guidance from supervisors in the event of any perceived ambiguity or uncertainty.

Discipline may be initiated for any good cause. It is not mandatory that a specific policy or rule violation be cited to sustain discipline. This policy is not intended to cover every possible type of misconduct.

320.5 CAUSES FOR DISCIPLINE

The following are illustrative of causes for disciplinary action. This list is not intended to cover every possible type of misconduct and does not preclude the recommendation of disciplinary action for violation of other rules, standards, ethics and specific action or inaction that is detrimental to efficient department service.

320.5.1 LAWS, RULES AND ORDERS

- (a) Violation of, or ordering or instructing a subordinate to violate, any policy, procedure, rule, order, directive or requirement, or failure to follow instructions contained in department or City manuals.
- (b) Disobedience of any legal directive or order issued by any department member of a higher rank.
- (c) Violation of federal, state, local or administrative laws, rules, or regulations.

320.5.2 ETHICS

- (a) Using or disclosing one's status as a member of the Weslaco Police Department in any way that could reasonably be perceived as an attempt to gain influence or authority for non-department business or activity.
- (b) The wrongful or unlawful exercise of authority on the part of any member for malicious purpose, personal gain, willful deceit, or any other improper purpose.
- (c) The receipt or acceptance of a reward, fee, or gift from any person for service incident to the performance of the member's duties (lawful subpoena fees and authorized work permits excepted).
- (d) Acceptance of fees, gifts, or money contrary to the rules of this department and/or laws of the state.
- (e) Offer or acceptance of a bribe or gratuity.
- (f) Misappropriation or misuse of public funds, property, personnel, or services.
- (g) Any other failure to abide by the standards of ethical conduct.

320.5.3 DISCRIMINATION, OPPRESSION OR FAVORITISM

Discriminating against, oppressing or providing favoritism to any person because of age, race, color, creed, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, marital status, physical or mental disability, medical condition or other classification protected by law, or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power or immunity, knowing the conduct is unlawful.

320.5.4 RELATIONSHIPS

- (a) Unwelcome solicitation of a personal or sexual relationship while on-duty or using one's official capacity.
- (b) Engaging in on-duty sexual activity including, but not limited to, sexual intercourse, excessive displays of public affection or other sexual contact.
- (c) Establishing or maintaining an inappropriate personal or financial relationship, because of an investigation, with a known victim, witness, suspect or defendant while a case is being investigated or prosecuted, or as a direct result of any official contact.
- (d) Associating with or joining a criminal gang, organized crime and/or criminal syndicate when the member knows or reasonably should know of the criminal nature of the organization. This includes any organization involved in a definable criminal activity or enterprise, except as specifically directed and authorized by this department.
- (e) Associating on a personal, rather than official, basis with persons who demonstrate recurring involvement in serious violations of state or federal laws after the member knows, or reasonably should know of such criminal activities, except as specifically directed and authorized by this department.

320.5.5 ATTENDANCE

- (a) Leaving the job to which the member is assigned during duty hours without reasonable excuse and proper permission and approval.
- (b) Unexcused or unauthorized absence or tardiness.
- (c) Excessive absenteeism or abuse of leave privileges.
- (d) Failure to report to work or to place of assignment at time specified and fully prepared to perform duties without reasonable excuse.

320.5.6 UNAUTHORIZED ACCESS, DISCLOSURE OR USE

- (a) Unauthorized and inappropriate intentional release of confidential or protected information, materials, data, forms, or reports obtained because of the member's position with this department.
- (b) Disclosing to any unauthorized person any active investigation information.
- (c) The use of any information, photograph, video or other recording obtained or accessed as a result of employment or appointment to this department for personal or financial gain or without the express authorization of the Chief of Police/City Marshal or the authorized designee.
- (d) Loaning, selling, allowing unauthorized use, giving away or appropriating any Weslaco Police Department badge, uniform, identification card or department property for personal use, personal gain or any other improper or unauthorized use or purpose.
- (e) Using department resources in association with any portion of an independent civil action. These resources include, but are not limited to, personnel, vehicles, equipment, and non-subpoenaed records.

320.5.7 EFFICIENCY

- (a) Neglect of duty.
- (b) Unsatisfactory work performance including, but not limited to, failure, incompetence, inefficiency, or delay in performing and/or carrying out proper orders, work assignments or the instructions of supervisors without a reasonable and bona fide excuse.
- (c) Concealing, attempting to conceal, removing, or destroying defective or incompetent work.
- (d) Unauthorized sleeping during on-duty time or assignments.
- (e) Failure to notify the Department within 24 hours of any change in residence address or contact telephone numbers.
- (f) Failure to notify the Human Resources of changes in relevant personal information (e.g., information associated with benefits determination) in a timely fashion.

320.5.8 PERFORMANCE

- (a) Failure to disclose or misrepresenting material facts or making any false or misleading statement on any application, examination form, or other official document, report, or form, or during any work-related investigation.
- (b) The falsification of any work-related records, making misleading entries or statements with the intent to deceive, or the willful and unauthorized removal, alteration, destruction and/or mutilation of any department record, public record, book, paper, or document.
- (c) Failure to participate in investigations, or giving false or misleading statements, or misrepresenting or omitting material information to a supervisor or other person in a position of authority, in connection with any investigation or in the reporting of any department-related business.
- (d) Being untruthful or knowingly making false, misleading, or malicious statements that are reasonably calculated to harm the reputation, authority or official standing of this department or its members.
- (e) Disparaging remarks or conduct concerning duly constituted authority to the extent that such conduct disrupts the efficiency of this department or subverts the good order, efficiency, and discipline of this department or that would tend to discredit any of its members.
- (f) Unlawful gambling or unlawful betting at any time or any place. Legal gambling or betting under any of the following conditions:
 - 1. While on department premises.
 - 2. At any work site, while on-duty or while in uniform, or while using any department equipment or system.
 - 3. Gambling activity undertaken as part of an officer's official duties and with the express knowledge and permission of a direct supervisor is exempt from this prohibition.
- (g) Improper political activity including:
 - 1. Unauthorized attendance while on-duty at official legislative or political sessions.
 - 2. Solicitations, speeches or distribution of campaign literature for or against any political candidate or position while on-duty or on department property except as expressly authorized by City policy, the collective bargaining agreement, memorandum of understanding or contract, or the Chief of Police/ City Marshal.
- (h) Engaging in political activities during assigned working hours except as expressly authorized by City policy, the collective bargaining agreement, memorandum of understanding or contract, or the Chief of Police/City Marshal.
- (i) Any act on- or off-duty that brings discredit to this department.

320.5.9 CONDUCT

- (a) Failure of any member to promptly and fully report activities on his/her part or the part of any other member where such activities resulted in contact with any other law enforcement agency or that may result in criminal prosecution or discipline under this policy.
- (b) Unreasonable and unwarranted force to a person encountered or a person under arrest.
- (c) Exceeding lawful peace officer powers by unreasonable, unlawful, or excessive conduct.
- (d) Unauthorized or unlawful fighting, threatening, or attempting to inflict unlawful bodily harm on another.
- (e) Engaging in horseplay that reasonably could result in injury or property damage.
- (f) Discourteous, disrespectful, or discriminatory treatment of any member of the public or any member of this department or the City.
- (g) Use of obscene, indecent, profane, or derogatory language while on-duty or in uniform.
- (h) Criminal, dishonest, or disgraceful conduct, whether on- or off-duty, that adversely affects the member's relationship with this department.
- (i) Unauthorized possession of, loss of, or damage to department property or the property of others or endangering it through carelessness or maliciousness.
- (j) Attempted or actual theft of department property; misappropriation or misuse of public funds, property, personnel or the services or property of others; unauthorized removal or possession of department property or the property of another person.
- (k) Activity that is incompatible with a member's conditions of employment or appointment as established by law or that violates a provision of any collective bargaining agreement, memorandum of understanding or contract, including fraud in securing the appointment or hire.
- (l) Initiating any civil action for recovery of any damages or injuries incurred in the course and scope of employment or appointment without first notifying the Chief of Police/ City Marshal of such action.
- (m) Any other on- or off-duty conduct which any member knows or reasonably should know is unbecoming a member of this department, is contrary to good order, efficiency, or morale, or tends to reflect unfavorably upon this department or its members.

320.5.10 SAFETY

- (a) Failure to observe or violating department safety standards or safe working practices.
- (b) Failure to maintain current licenses or certifications required for the assignment or position (e.g., driver's license, first aid).
- (c) Failure to maintain good physical condition sufficient to perform law enforcement duties adequately and safely.
- (d) Unsafe firearm or other dangerous weapon handling including loading or unloading firearms in an unsafe manner, either on- or off-duty.

- (e) Carrying, while on the premises of the work site, any firearm or other lethal weapon that is not authorized by the member's appointing authority.
- (f) Unsafe or improper driving habits or actions in the course of employment or appointment.
- (g) Any personal action contributing to a preventable traffic accident.
- (h) Concealing or knowingly failing to report any on-the-job or work-related accident or injury as soon as practicable but within 24 hours.

320.5.11 INTOXICANTS

- (a) Reporting for work or being at work while intoxicated or when the member's ability to perform assigned duties is impaired due to the use of alcohol, medication, or drugs, whether legal, prescribed, or illegal.
- (b) Possession or use of alcohol at any work site or while on-duty, except as authorized in the performance of an official assignment. A member who is authorized to consume alcohol is not permitted to do so to such a degree that it may impair on-duty performance.
- (c) Unauthorized possession, use of, or attempting to bring a controlled substance, illegal drug, or non-prescribed medication to any work site.

5. Bias-Based Policing

401.1 PURPOSE AND SCOPE

This policy provides guidance to department members that affirms the Weslaco Police Department's commitment to policing that is fair and objective.

Nothing in this policy prohibits the use of specified characteristics in law enforcement activities designed to strengthen the department's relationship with its diverse communities (e.g., cultural and ethnicity awareness training, youth programs, community group outreach and partnerships).

401.1.1 DEFINITIONS

Definitions related to this policy include:

Bias-based policing - An inappropriate reliance on characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability or affiliation with any non-criminal group (protected characteristics) as the basis for providing differing law enforcement service or enforcement (Tex. Code of Crim. Pro. art. 3.05).

401.2 POLICY

The Weslaco Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural, or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly, objectively and without discrimination toward any individual or group.

401.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited.

However, nothing in this policy is intended to prohibit an officer from considering protected characteristics in combination with credible, timely and distinct information connecting a person or people of a specific characteristic to a specific unlawful incident, or to specific unlawful incidents, specific criminal patterns or specific schemes.

401.4 MEMBER RESPONSIBILITIES

Every member of this department shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Members should, when reasonable to do so, intervene to prevent any bias-based actions by another member.

401.4.1 REASON FOR CONTACT

Officers contacting a person shall be prepared to articulate sufficient reason for the contact, independent of the protected characteristics of the individual.

To the extent that written documentation would otherwise be completed (e.g., arrest report, field interview (FI) card), the involved officer should include those facts giving rise to the contact, as applicable.

Except for required data-collection forms or methods, nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

401.4.2 REPORTING TRAFFIC STOPS

The Patrol Division Commander should ensure that the Department has appropriate systems in place to collect information required by state racial profiling laws (Tex. Code of Crim. Pro. art. 2.132 (Tier One); Tex. Code of Crim. Pro. art. 2.133 (Tier Two)).

Each time an officer makes a traffic stop, the officer shall gather the required information using the system in place for racial profiling reporting.

401.5 SUPERVISOR RESPONSIBILITIES

Supervisors should monitor those individuals under their command for compliance with this policy and shall handle any alleged or observed violations in accordance with the Personnel Complaints Policy.

- (a) Supervisors should discuss any issues with the involved officer and his/her supervisor in a timely manner.
 - 1. Supervisors should document these discussions, in the prescribed manner.
- (b) Supervisors should periodically review Mobile Audio/Video (MAV) recordings, portable audio/video recordings, Mobile Data Terminal (MDT) data and any other available resource used to document contact between officers and the public to ensure compliance with this policy.
 - 1. Supervisors should document these periodic reviews.
 - 2. Recordings or data that capture a potential instance of bias-based policing should be appropriately retained for administrative investigation purposes.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (d) Supervisors should take prompt and reasonable steps to address any retaliatory action taken against any member of this department who discloses information concerning bias-based policing.

401.6 STATE REPORTING

The Chief of Police/City Marshal shall annually submit a report of the information required in Tex. Code of Crim. Pro. art. 2.132 to the Texas Commission on Law Enforcement (TCOLE) and to each governing body served by the Department.

The Chief of Police/City Marshal shall also provide to TCOLE and each governing body served by the Department a report containing an analysis of the information required by Tex. Code of

Crim. Pro. art. 2.133. The report must be submitted by March 1 of each year (Tex. Code of Crim. Pro. art. 2.134).

The reports may not include identifying information about any officer who made the traffic stop or about any individual who was stopped or arrested (Tex. Code of Crim. Pro. art. 2.132; Tex. Code of Crim. Pro. art. 2.134).

401.7 ADMINISTRATION

The Patrol Division Commander should review the efforts of the Department to provide fair and objective policing and submit an annual report, including public concerns and complaints, to the Chief of Police/City Marshal. The annual report should not contain any identifying information about any specific complaint, member of the public or officer. It should be reviewed by the Chief of Police/City Marshal to identify any changes in training or operations that should be made to improve service (Tex. Code of Crim. Pro. art. 2.132).

Supervisors should review the report submitted to TCOLE and the governing body and the annual report and discuss the results with those they are assigned to supervise.

401.8 COMPLIMENTS AND COMPLAINTS

The Patrol Division Commander is responsible for educating the public on the Department's compliment and complaint process (see the Personnel Complaints Policy). This education may be achieved by information provided through the Department website. This information shall include the telephone number, mailing address and e-mail address to make a compliment or complaint regarding a ticket, citation or warning issued by an officer.

In the event that an investigation is initiated against an officer for a violation of this policy, the Patrol Division Commander should ensure that a copy of any related recording is provided as soon as practicable to the officer upon written request (Tex. Code of Crim. Pro. art. 2.132).

401.9 TRAINING

Training on fair and objective policing and review of this policy should be conducted as directed by the Training Sergeant.

422.1 PURPOSE AND SCOPE

The Weslaco Police Department has equipped marked law enforcement vehicles with Mobile Audio/Video (MAV) recording systems to provide records of events and to assist officers in the performance of their duties. This policy provides guidance on the use of these systems.

422.1.1 DEFINITIONS

Definitions related to this policy include:

Activate - Any process that causes the MAV system to transmit or store video or audio data in an active mode.

In-car camera system and MAV system - Synonymous terms that refer to any system that captures audio and video signals, that is capable of installation in a vehicle, and that includes at a minimum, a camera, microphone, recorder and monitor.

MAV technician - Personnel certified or trained in the operational use and repair of MAVs, duplicating methods and storage and retrieval methods and who have a working knowledge of video forensics and evidentiary procedures.

Recorded media - Audio/video signals recorded or digitally stored on a storage device or portable media.

6. Mobile Audio/Video

422.2 POLICY

It is the policy of the Weslaco Police Department to use mobile audio/video recording technology to fulfill the mission of the Department more effectively and to ensure these systems are used securely and efficiently.

422.3 OFFICER RESPONSIBILITIES

Prior to going into service, each officer will properly equip him/herself to record audio and video in the field. At the end of the shift, each officer will follow the established procedures for providing to the Department any recordings or used media and any other related equipment. Each officer should have adequate recording media for the entire duty assignment. In the event an officer works at a remote location and reports in only periodically, additional recording media may be issued. Only Weslaco Police Department identified and labeled media with tracking numbers is to be used.

At the start of each shift, officers should test the MAV system's operation to ensure that it is operational.

System documentation is accomplished by the officer recording his/her name, serial number, badge, or personal identification number (PIN) and the current date and time at the start and again at the end of each shift. If the system is malfunctioning, the officer shall take the vehicle out of service unless a supervisor requests the vehicle remain in service.

422.4 ACTIVATION OF THE MAV

The MAV system is designed to turn on whenever the vehicle's emergency lights are activated. The system remains on until it is turned off manually. The audio portion is independently controlled and should be activated manually by the officer whenever appropriate. When audio is being recorded, the video will also record.

422.4.1 REQUIRED ACTIVATION OF THE MAV

This policy is not intended to describe every possible situation in which the MAV system may be used, although there are many situations where its use is appropriate. An officer may activate the system any time the officer believes it would be appropriate or valuable to document an incident.

In some circumstances it is not possible to capture images of the incident due to conditions or the location of the camera. However, the audio portion can be valuable evidence and is subject to the same activation requirements as the MAV. The MAV system should be activated in any of the following situations:

- (a) All field contacts involving actual or potential criminal conduct within video or audio range:
 - 1. Traffic stops (including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops)
 - 2. Priority responses
 - 3. Vehicle pursuits
 - 4. Suspicious vehicles
 - 5. Arrests
 - 6. Vehicle searches
 - 7. Physical or verbal confrontations or use of force
 - 8. Pedestrian checks
 - 9. Driving while intoxicated (DWI) investigations, including field sobriety tests
 - 10. Consensual encounters
 - 11. Crimes in progress
 - 12. Responding to an in-progress call
- (b) All self-initiated activity in which an officer would normally notify Communications
- (c) Any call for service involving a crime where the recorder may aid in the apprehension and/or prosecution of a suspect, including:
 - 1. Family violence
 - 2. Disturbance of the peace
 - 3. Offenses involving violence or weapons
- (d) Any other contact that becomes adversarial after the initial contact, in a situation that would not otherwise require recording
- (e) Any other circumstance where the officer believes that a recording of an incident would be appropriate

Activation of the MAV system is not required when exchanging information with other officers, during breaks or lunch periods, or when not in service or not actively on patrol.

422.4.2 CESSATION OF RECORDING

Once activated, the MAV system should remain on until the incident has concluded. To this section, conclusion of an incident has occurred when all arrests have been made, arrestees have been transported and all witnesses and victims have been interviewed. Recording may cease if an officer is simply waiting for a tow truck or a family member to arrive, or in other similar situations.

422.4.3 SURREPTITIOUS RECORDING

No member of this department may surreptitiously record a conversation of any other member of this department except with a court order or when lawfully authorized by the Chief of Police/ City Marshal or the authorized designee for the purpose of conducting a criminal or administrative investigation.

422.4.4 SUPERVISOR RESPONSIBILITIES

Supervisors should determine if vehicles with non-functioning MAV systems should be placed into service. If these vehicles are placed into service, the appropriate documentation should be made, including notification of Communications.

At reasonable intervals, supervisors should validate that:

- (a) Beginning and end-of-shift recording procedures are followed.
- (b) Logs reflect the proper chain of custody, including:
 - 1. The tracking number of the MAV system media.
 - 2. The date the media was issued.
 - 3. The name of the department member or the vehicle to which the media was issued.
 - 4. The date the media was submitted for retention.
 - 5. The name of the department member submitting the media.
 - 6. Holds for evidence indication and tagging as required.
- (c) The operation of MAV systems by new members is assessed and reviewed no less than biweekly.

When an incident arises that requires the immediate retrieval of the recorded media (e.g., serious crime scenes, officer-involved shootings, department-involved traffic accidents), a supervisor shall respond to the scene and ensure that the appropriate person properly retrieves the recorded media. The media may need to be treated as evidence and should be handled in accordance with current evidence procedures for recorded media.

Supervisors may activate the MAV system remotely to monitor a developing situation, such as a chase, riot or an event that may threaten public safety, officer safety or both, when the purpose is to obtain tactical information to assist in managing the event. Supervisors shall not remotely activate the MAV system for the purpose of monitoring the conversations or actions of an officer.

422.5 REVIEW OF MAV RECORDINGS

All recording media, recorded images and audio recordings are the property of the Department. Dissemination outside of the Department is strictly prohibited, except to the extent permitted or required by law.

To prevent damage to, or alteration of, the original recorded media, it shall not be copied, viewed, or otherwise inserted into any device not approved by the Department, MAV technician or forensic media staff. When reasonably possible, a copy of the original media shall be used for viewing (unless otherwise directed by the courts) to preserve the original media.

Recordings may be reviewed in any of the following situations:

- (a) By officers for use when preparing reports or statements
- (b) By a supervisor investigating a specific act of officer conduct
- (c) By a supervisor to assess officer performance
- (d) To assess proper functioning of MAV systems
- (e) By department investigators who are participating in an official investigation, such as a personnel complaint, administrative inquiry, or a criminal investigation
- (f) By department personnel who request to review recordings
- (g) By an officer who is captured on or referenced in the video or audio data, and reviews and uses such data for any purpose relating to his/her employment
- (h) By court personnel through proper process or with the permission of the Chief of Police/City Marshal or the authorized designee
- (i) By the media through proper process
- (j) To assess possible training value
- (k) For training purposes. If an involved officer objects to showing a recording, his/her objection will be submitted to the command staff to determine if the training value outweighs the officer's objection
- (l) By a supervisor during periodic reviews for compliance with racial profiling laws (Tex. Code of Crim. Pro. art. 2.132)
- (m) As may be directed by the Chief of Police/City Marshal or the authorized designee

Members desiring to view any previously uploaded or archived MAV recording should submit a request in writing to the Watch Commander. Approved requests should be forwarded to the MAV technician for processing.

In no event shall any recording be used or shown for the purpose of ridiculing or embarrassing any member.

422.6 DOCUMENTING MAV USE

If any incident is recorded with either the video or audio system, the existence of that recording shall be documented in the officer's report. If a citation is issued, the officer shall make a notation on the back of the records copy of the citation indicating that the incident was recorded.

422.7 RECORDING MEDIA STORAGE AND INTEGRITY

Once submitted for storage, all recording media will be labeled and stored in a designated secure area. All recording media that is not booked as evidence will be retained for a minimum of 180 days and disposed of in accordance with the established records retention schedule.

422.7.1 COPIES OF ORIGINAL RECORDING MEDIA

Original recording media shall not be used for any purpose other than for initial review by a supervisor. Upon proper request, a copy of the original recording media will be made for use as authorized in this policy.

Original recording media may only be released in response to a court order or upon approval by the Chief of Police/City Marshal or the authorized designee. If an original recording is released to a court, a copy shall be made and placed in storage until the original is returned.

422.7.2 MAV RECORDINGS AS EVIDENCE

Officers who reasonably believe that a MAV recording is likely to contain evidence relevant to a criminal offense or to a potential claim against the officer or against the Weslaco Police Department should indicate this in an appropriate report. Officers should ensure relevant recordings are preserved.

422.8 SYSTEM OPERATIONAL STANDARDS

- (a) MAV system vehicle installations should be based on officer safety requirements and the vehicle and device manufacturer's recommendations.
- (b) The MAV system should be configured to minimally record for 30 seconds prior to an event.
- (c) The MAV system may not be configured to record audio data occurring prior to activation.
- (d) Unless the transmitters being used are designed for synchronized use, only one transmitter, usually the primary initiating officer's transmitter, should be activated at a scene to minimize interference or noise from other MAV transmitters.
- (e) Officers using digital transmitters that are synchronized to their individual MAVs shall activate both audio and video recordings when responding in a support capacity. This is to obtain additional perspectives of the incident scene.
- (f) Except for law enforcement radios or other emergency equipment, other electronic devices should not be used inside MAV equipped law enforcement vehicles to minimize the possibility of causing electronic or noise interference with the MAV system.
- (g) Officers shall not erase, alter, reuse, modify or tamper with MAV recordings. Only a supervisor, MAV technician or other authorized designee may erase and reissue previous recordings and may only do so pursuant to the provisions of this policy.
- (h) To prevent damage, original recordings shall not be viewed or otherwise inserted into any device not approved by the Department MAV technician or forensic media staff.

422.9 MAV TECHNICIAN RESPONSIBILITIES

The MAV technician is responsible for:

- (a) Ordering, issuing, retrieving, storing, erasing, and duplicating of all recorded media.
- (b) Collecting all completed media for oversight and verification of wireless downloaded media. Once collected, the MAV technician:
 - 1. Ensures it is stored in a secure location with authorized controlled access.
 - 2. Makes the appropriate entries in the chain of custody log.
- (c) Erasing of media:
 - 1. Pursuant to a court order.
 - 2. In accordance with the established records retention schedule, including reissuing all other media deemed to be of no evidentiary value.
- (d) Assigning all media an identification number prior to issuance to the field:
 - 1. Maintaining a record of issued media.
- (e) Ensuring that an adequate supply of recording media is available.
- (f) Managing the long-term storage of media that has been deemed to be of evidentiary value in accordance with the department evidence storage protocols and the established records retention schedule.

422.10 TRAINING

All members who are authorized to use the MAV system shall successfully complete an approved course of instruction prior to its use.

7. Personnel Complaints

1010.1 PURPOSE AND SCOPE

This policy provides guidelines for the reporting, investigation, and disposition of complaints regarding the conduct of members of the Weslaco Police Department. This policy shall not apply to any questioning, counseling, instruction, informal verbal admonishment or other routine or unplanned contact of a member in the normal course of duty, by a supervisor or any other member, nor shall this policy apply to a criminal investigation.

1010.2 POLICY

The Weslaco Police Department takes seriously all complaints regarding the service provided by the Department and the conduct of its members.

The Department will accept and address all complaints of misconduct in accordance with this policy and applicable federal, state, and local law and municipal and county rules and the requirements of any collective bargaining agreements or memorandum of understanding.

It is also the policy of this department to ensure that the community can report misconduct without concern for reprisal or retaliation.

1010.3 PERSONNEL COMPLAINTS

Personnel complaints include any allegation of misconduct or improper job performance that, if true, would constitute a violation of department policy or federal, state, or local law, policy, or rule. Personnel complaints may be generated internally or by the public.

Inquiries about conduct or performance that, if true, would not violate department policy or federal, state, or local law, policy or rule may be handled informally by a supervisor and shall not be considered a personnel complaint. Such inquiries generally include clarification regarding policy, procedures, or the response to specific incidents by the Department.

1010.3.1 COMPLAINT CLASSIFICATIONS

Personnel complaints shall be classified in one of the following categories:

Informal – A matter in which the Watch Commander is satisfied that appropriate action has been taken by a supervisor of rank greater than the accused member.

Formal – A matter in which a supervisor determines that further action is warranted. Such complaints may be investigated by a supervisor of rank greater than the accused member or referred to the Internal Affairs, depending on the seriousness and complexity of the investigation.

Incomplete – A matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. At the discretion of the assigned supervisor or the Internal Affairs, such matters may be further investigated depending on the seriousness of the complaint and the availability of sufficient information.

1010.3.2 SOURCES OF COMPLAINTS

The following applies to the source of complaints:

- (a) Individuals from the public may make complaints in any form, including in writing, by email, in person or by telephone.
- (b) Any department member becoming aware of alleged misconduct shall immediately notify a supervisor.
- (c) Supervisors shall initiate a complaint based upon observed misconduct or receipt from any source alleging misconduct that, if true, could result in disciplinary action.
- (d) Anonymous and third-party complaints should be accepted and investigated to the extent that sufficient information is provided.
- (e) Tort claims and lawsuits may generate a personnel complaint.

1010.4 AVAILABILITY AND ACCEPTANCE OF COMPLAINTS

1010.4.1 COMPLAINT FORMS

Personnel complaint forms will be maintained in a clearly visible location in the public area of the police facility and be accessible through the department website. Forms may also be available at other City facilities.

Personnel complaint forms in languages other than English may also be provided, as determined necessary or practicable.

1010.4.2 ACCEPTANCE

All complaints will be courteously accepted by any department member and promptly given to the appropriate supervisor. Although written complaints are preferred, a complaint may also be filed orally, either in person or by telephone. Such complaints will be directed to a supervisor. If a supervisor is not immediately available to take an oral complaint, the receiving member shall obtain contact information sufficient for the supervisor to contact the complainant. The supervisor, upon contact with the complainant, shall complete and submit a complaint form as appropriate.

Although not required, complainants should be encouraged to file complaints in person so that proper identification, signatures, photographs, or physical evidence may be obtained as necessary.

1010.5 DOCUMENTATION

Supervisors shall ensure that all formal and informal complaints are documented on a complaint form. The supervisor shall ensure that the nature of the complaint is defined as clearly as possible.

All complaints and inquiries should also be documented in a log that records and tracks complaints. The log shall include the nature of the complaint and the actions taken to address the complaint. On an annual basis, the Department should audit the log and send an audit report to the Chief of Police/City Marshal or the authorized designee.

1010.6 ADMINISTRATIVE INVESTIGATIONS

Allegations of misconduct will be administratively investigated as follows.

1010.6.1 SUPERVISOR RESPONSIBILITIES

In general, the primary responsibility for the investigation of a personnel complaint shall rest with the member's immediate supervisor, unless the supervisor is the complainant, or the supervisor is the ultimate decision-maker regarding disciplinary action or has any personal involvement regarding the alleged misconduct. The Chief of Police/City Marshal or the authorized designee may direct that another supervisor investigates any complaint.

A supervisor who becomes aware of alleged misconduct shall take reasonable steps to prevent aggravation of the situation.

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring that upon receiving or initiating any formal complaint, a complaint form is completed.
 - 1. The original complaint form will be directed to the Watch Commander of the accused member, via the chain of command, who will take appropriate action and/or determine who will have responsibility for the investigation.
 - 2. In circumstances where the integrity of the investigation could be jeopardized by reducing the complaint to writing or where the confidentiality of a complainant is at issue, a supervisor shall orally report the matter to the member's Division Commander or the Chief of Police/City Marshal, who will initiate appropriate action.
- (b) Responding to all complaints in a courteous and professional manner.
- (c) Resolving those personnel complaints that can be resolved immediately.
 - 1. Follow-up contact with the complainant should be made within 24 hours of the Department receiving the complaint.
 - 2. If the matter is resolved and no further action is required, the supervisor will note the resolution on a complaint form and forward the form to the Watch Commander.
- (d) Ensuring that upon receipt of a complaint involving allegations of a potentially serious nature, the Watch Commander and Chief of Police/City Marshal are notified via the chain of command as soon as practicable.
- (e) Promptly contacting the Human Resources and the Watch Commander for direction regarding the supervisor's role in addressing a complaint that relates to sexual, racial, ethnic, or other forms of prohibited harassment or discrimination.
- (f) Forwarding unresolved personnel complaints to the Watch Commander, who will determine whether to contact the complainant or assign the complaint for investigation.

- (g) Informing the complainant of the investigator's name and the complaint number within three days after assignment.
- (h) Investigating a complaint as follows:
 - 1. Making reasonable efforts to obtain names, addresses and telephone numbers of witnesses.
 - 2. When appropriate, ensuring immediate medical attention is provided and photographs of alleged injuries and accessible uninjured areas are taken.
- (i) Ensuring that the procedural rights of the accused member are followed.
- (j) Ensuring interviews of the complainant are generally conducted during reasonable hours.

1010.6.2 ADMINISTRATIVE INVESTIGATION PROCEDURES

Whether conducted by a supervisor or a member of the Internal Affairs, the following applies to employees:

- (a) Interviews of an accused employee shall be conducted during reasonable hours and preferably when the employee is on-duty. If the employee is off duty, he/she shall be compensated.
- (b) Unless waived by the employee, interviews of an accused employee shall be at the Weslaco Police Department or other reasonable and appropriate place.
- (c) No more than two interviewers should ask questions of an accused employee.
- (d) Prior to any interview, an employee should be informed of the nature of the investigation.
- (e) All interviews should be for a reasonable period and the employee's personal needs should be accommodated.
- (f) No employee should be subjected to offensive or threatening language, nor shall any promises, rewards or other inducements be used to obtain answers.
- (g) Any employee refusing to answer questions directly related to the investigation may be ordered to answer questions administratively and may be subject to discipline for failing to do so.
 - 1. An employee should be given an order to answer questions in an administrative investigation that might incriminate the employee in a criminal matter only after the employee has been given a *Garritty* advisement. Administrative investigators should consider the impact that compelling a statement from the employee may have on any related criminal investigation and should take reasonable steps to avoid creating any foreseeable conflicts between the two related investigations. This may include conferring with the person in charge of the criminal investigation (e.g., discussion of processes, timing, implications).

2. No information or evidence administratively coerced from an employee may be provided to anyone involved in conducting the criminal investigation or to any prosecutor.
- (h) The interviewer should record all interviews of employees and witnesses. The employee may also record the interview. If the employee has been previously interviewed, a copy of that recorded interview should be provided to the employee prior to any subsequent interview.
 - (i) All employees subjected to interviews that could result in discipline have the right to have an uninvolved representative present during the interview. However, in order to maintain the integrity of everyone's statement, involved employees shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.
 - (j) All employees shall provide complete and truthful responses to questions posed during interviews.
 - (k) No employee may be compelled to submit to a polygraph examination, nor shall any refusal to submit to such examination be mentioned in any investigation.

1010.6.3 ADMINISTRATIVE INVESTIGATION FORMAT

Formal investigations of personnel complaints shall be thorough, complete, and essentially follow this format:

Introduction – Include the identity of the members, the identity of the assigned investigators, the initial date and source of the complaint.

Synopsis – Provide a summary of the facts giving rise to the investigation.

Summary – List the allegations separately, including applicable policy sections, with a summary of the evidence relevant to each allegation. A separate recommended finding should be provided for each allegation.

Evidence – Each allegation should be set forth with the details of the evidence applicable to each allegation provided, including comprehensive summaries of member and witness statements. Other evidence related to each allegation should also be detailed in this section.

Conclusion – A recommendation regarding further action or disposition should be provided.

Exhibits – A separate list of exhibits (e.g., recordings, photos, documents) should be attached to the report.

1010.6.4 DISPOSITIONS

Each personnel complaint shall be classified with one of the following dispositions:

Unfounded – When the investigation discloses that the alleged acts did not occur or did not involve department members. Complaints that are determined to be frivolous will fall within the classification of unfounded.

Exonerated – When the investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper.

Not sustained – When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the member.

Sustained – When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.

If an investigation discloses misconduct or improper job performance that was not alleged in the original complaint, the investigator shall take appropriate action about any additional allegations.

1010.6.5 COMPLETION OF INVESTIGATIONS

In order to meet the 180-day limit under Tex. Local Gov't Code § 143.052, every investigator or supervisor assigned to investigate a personnel complaint or other alleged misconduct should proceed with due diligence in an effort to complete the investigation within 150 days from the date of discovery by an individual authorized to initiate an investigation.

1010.6.6 NOTICE TO COMPLAINANT OF INVESTIGATION STATUS

The member conducting the investigation should provide the complainant with periodic updates on the status of the investigation, as appropriate.

8. Article 29. Personnel Files & Disciplinary Records

COLLECTIVE BARGAINING LABOR AGREEMENT Between the CITY OF WESLACO, TEXAS and the WESLACO MUNICIPAL POLICE UNION ("WMPU")

Term of Contract — 2 Years
October 1, 2019 through October 1, 2021

Section 1. The maintenance of police office personnel files shall be governed by the provisions of 143.089 TLGC, except as otherwise provided for in this article. This includes both the civil service personnel file, maintained under 143.089 (a), as well as the departmental file, maintained under 143.089 (g), TLGC (the "g" file).

Section 2. The city shall make reasonable efforts to maintain the confidentiality of each police officer's civil service personnel file, as per 143.089 (f), TLGC. Upon receiving a request for information under Chapter 552 of the Texas Government Code or for production under a subpoena duces tecum for information contained in an employee's personnel file, the Civil

Service Director shall cause notice of such request to be forwarded to the affected employee. The Civil Service Director shall also contact the CITY's legal counsel for the purpose of making reasonable efforts to maintain the confidentiality of the personnel file (the (a) file). Similarly, the Department Head shall make reasonable efforts to protect the confidentiality of any departmental personnel file (the (g) file).

Section 3. The Chief of Police retains sole and exclusive discretion regarding whether to file a written reprimand, counseling, or warning, in a police officer's personnel file, whether in the civil service personnel file (the (a) file) or the departmental personnel file (the (g) file), or both.

- A. A written reprimand filed with the civil service director shall be entitled to rebuttal in accordance with the provision of 143.089, TLGC.
- B. A written reprimand maintained only in the departmental (g) file may be rebutted within fifteen (15) days after notice or receipt of such a reprimand. Any such rebuttal shall be included in the department (g) file, but no further action by the Chief of Police or the City is required.
- C. A police officer may, upon reasonable request, inspect the departmental (g) file for the limited purpose of confirming the inclusion of any rebuttal letter tendered under subsection (B) above into the (g) file.

Section 4. Upon request by a police officer, the officer's disciplinary record in the civil service (a) file shall be purged into the departmental (g) file, in accordance with the following guidelines:

- A. Written evidence of counseling, warnings, and reprimands will be removed from the personnel file (the (a) file) following twelve (12) consecutive months of discipline-free service;
- B. Evidence of suspensions will be purged as follows:
 - 1) Suspension of 1 to 15 days after three (3) years of discipline-free service; and,
 - 2) Suspension of 16 to 30 days after five (5) years of discipline free service (suspensions of 16 to 30 days necessarily by agreement under 143.052 (g), TLGC).

WESLACO/WMPU Police Labor Agreement

Fiscal Years 2017-2019

Pages 24,25, and 26

Section 5. Provided, however, that up to two (2) written counseling, warnings, or reprimands, which occur within one (1) year from the three (3) or five (5) year expiration date of any suspension purging period shall not operate to prevent purging of an officers personnel file.

Section 6. Provided further that nothing in this Article is intended to be, nor shall be, in derogation of the statutory and common-law privileges that attach to the departmental file (the (g) file), which remains in the sole custody and control of the Chief of Police.

Article 30. DRUG TESTING

Section 1. Weslaco Police Officers will be subject to random drug tests at the discretion of City Management.

Section 2. Individual police officers shall be subject to a drug test on a for-cause basis, such as, but not necessarily limited to, an on-duty automobile accident or shooting incident.

Section 3. Officers testing positive for alcohol while on duty are subject to disciplinary action, including termination.

Section 4. Officers testing positive for any controlled substance are subject to disciplinary action, including termination.

Section 5. Drug tests shall be based on split samples by a certified lab. Any retests shall be at the officer's expense.

Section 6. A police officer who willfully refuses to submit to a drug test will be terminated from employment.

Article 31. PHYSICAL FITNESS FOR DUTY STANDARDS

Section 1. The CITY and UNION agree that they each have a mutual interest in assuring a set of physical fitness standards that are consistent with the legitimate needs of a law enforcement officer position in the Department.

Section 2. The CITY and UNION agree that the physical fitness standards adopted under this Article are derived from the Cooper Institute Standards related to law enforcement personnel.

Section 3. The City and Union agree that the testing for minimum physical fitness standards compliance is optional and compliance is not required for continued employment with the Department. The physical fitness standards adopted as part of this Labor Agreement shall be officially and formally tested at six (6) month intervals. Dry runs or training tests may be ordered by the Chief of Police at his discretion.

9. Racial Profiling Report Submitted to the State of Texas

Racial Profiling Report | Full

Agency Name: WESLACO POLICE DEPT.

Reporting Date: 02/19/2021

TCOLE Agency Number: 215215

Chief Administrator: JOEL RIVERA

Agency Contact Information:
Phone: (956) 968-8591

Email: joel.rivera@weslacotx.gov

Mailing Address:

901 N. AIRPORT DR.

WESLACO, TX 78596

This Agency filed a full report

WESLACO POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling.
- 2) strictly prohibits peace officers employed by the WESLACO POLICE DEPT. from engaging in racial profiling.
- 3) implements a process by which an individual may file a complaint with the WESLACO POLICE DEPT. if the individual believes that a peace officer employed by the WESLACO POLICE DEPT. has engaged in racial profiling with respect to the individual.
- 4) provides public education relating to the agency's complaint process.
- 5) requires appropriate corrective action to be taken against a peace officer employed by the WESLACO POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the WESLACO POLICE DEPT. policy.

- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made because of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained.
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search.
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual.
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop.
 - e. the location of the stop.
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WESLACO POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),
Code of Criminal Procedure during the reporting period.

Executed
by: Brooks
Ditto
Training
Coordinator
or

Date: 02/19/2021

Total stops: 9963

Street address or approximate location of the stop

City street	8884
US highway	1078
County road	0
State highway	0
Private property or other	1

Was race or ethnicity known prior to stop?

Yes	2
No	9961

Race / Ethnicity

Alaska Native / American Indian	1
Asian / Pacific Islander	8
Black	30
White	221
Hispanic / Latino	9703

Gender**Female 4091**

Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	7
White	76
Hispanic / Latino	4006

Male 5872

Alaska Native / American Indian	0
Asian / Pacific Islander	7
Black	23
White	145
Hispanic / Latino	5697

Reason for stop.**Violation of law 277**

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	3
White	8

Hispanic / Latino	265
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	6531
Alaska Native / American Indian	1
Asian / Pacific Islander	3
Black	19
White	141
Hispanic / Latino	6367
Vehicle traffic violation	3155
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	8
White	72
Hispanic / Latino	3071
Was a search conducted?	
Yes	434
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	2
Hispanic / Latino	429
No	9529
Alaska Native / American Indian	1
Asian / Pacific Islander	8
Black	27
White	219
Hispanic / Latino	9274
Reason for Search?	
Consent	290
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2

Hispanic / Latino	287		
Contraband	9		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	9		
Probable	123		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	2		
White	0		
Hispanic / Latino	121		
Inventory	4		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	4		
Incident to arrest	8		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	8		
Was Contraband discovered?			
Yes	90	Did the finding result in arrest. (total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	1	Yes 0	No 1
White	1	Yes 0	No 1
Hispanic / Latino	88	Yes 56	No 32
No	9873		
Alaska Native / American Indian	1		
Asian / Pacific Islander	8		
Black	29		
White	220		
Hispanic / Latino	9615		

Description of contraband

Drugs	87
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	85
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	3
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop

Verbal warning	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	7713
Alaska Native / American Indian	1
Asian / Pacific Islander	6
Black	24
White	205
Hispanic / Latino	7477
Citation	2151
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	6
White	15
Hispanic / Latino	2128
Written warning and arrest	48
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	48
Citation and arrest	51
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	50
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Arrest based on

Violation of Penal Code	54
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	53
Violation of Traffic Law	23
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	23
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	22
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	22

Was physical force resulting in bodily injury used during stop?

Yes	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2
No	9961
Alaska Native / American Indian	1
Asian / Pacific Islander	8
Black	30
White	221
Hispanic / Latino	9701

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Submitted electronically to the



The Texas Commission on Law Enforcement



Weslaco Police Department Racial Profiling Report 2020

TABLE OF CONTENTS

1. MISSION STATEMENT
2. TEXAS LAW ON RACIAL PROFILING
3. DEMOGRAPHICS OF THE CITY OF WESLACO
4. WESLACO POLICE DEPARTMENT POLICY 320 STANDARDS OF CONDUCT
5. WESLACO POLICE DEPARTMENT POLICY 401 BIASED-BASED POLICING
6. WESLACO POLICE DEPARTMENT POLICY 422 MOBILE AUDIO/VIDEO
7. WESLACO POLICE DEPARTMENT POLICY 1010 PERSONNEL COMPLAINTS
8. ARTICLE 29 OF THE CITY OF WESLACO/WESLACO MUNICIPAL POLICE UNION LABOR AGREEMENT
9. RACIAL PROFILING REPORT SUBMITTED TO THE STATE



1. Mission Statement:

At the Weslaco Police Department, it is our mission to enhance the quality of life in the City through a proactive and professional level of police service. We hold the preservation of life as our sacred duty. We aim to maintain a strong commitment to excellence. We accept nothing less than truth, honesty, and integrity in our profession. We recognize that our police powers derive from the people we serve, and we will not tolerate the abuse of our police authority. To the best of our ability, we treat all persons with respect, dignity, and equality. We view the people of this community as partners who deserve our concern, care, and attention. We recognize our responsibility to build partnerships with the community to meet current and future challenges. Additionally, crime reduction is our number one operational effort. We are committed to reducing the fear of crime, and we endeavor to do this by creating partnerships in our neighborhoods. Lastly, we recognize that our personal conduct, both on and off duty, is inseparable from the professional reputation of both the Officer and the Department.

Joel Rivera Ph.D.
Chief of Police

2. Texas Law on Racial Profiling

The Weslaco Police Department, in accordance with the Texas Racial Profiling Law (Article 2.132 Code of Criminal Procedure), has been collecting police contact data to comply with the law. Throughout the past year, the police department has striven to ensure that the numbers reported, via citations, field contact cards and arrests were as accurate as possible. The information reported herein only applies to what is referred to as "Tier 1" data (stops that resulted in citation or arrest).

A. Requirements

The following requirements must be met by all law enforcement agencies in the State of Texas:

By submitting, the chief administrator affirms that the agency has a policy in place in accordance with Texas Code of Criminal Procedure §2.132, and that the policy:

- (1) clearly defines acts constituting racial profiling.
- (2) strictly prohibits peace officers employed by the agency from engaging in racial profiling.
- (3) implements a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual.
- (4) provides public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and email address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer.
- (5) requires appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article.
- (6) requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made because of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained.
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search.
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
 - (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.
 - (E) the location of the stop; and
 - (F) the reason for the stop.

(7) Requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under subdivision to:

- (a) the Texas Commission on Law Enforcement; and
- (b) the governing body of each county or municipality served by the agency, if the agency is an agency of the county, municipality, or other political subdivision of the state.

B. Standards

Inside this report, the reader will find that the Weslaco Police Department met all the requirements stated by Article 2.132 of the Texas Code of Criminal Procedure.

The Department has Policy 313 Racial or Biased Based Profiling, which addresses the Racial Profiling issues.

The Department has a current Collective Bargaining Labor Agreement (term of contract; October 1, 2019 — October 1, 2021). CBA Article 29 governs the procedures for investigating a complaint filed against an officer.

The Department has Policy 422 Mobile Audio Video, which outlines the use of the mobile video equipment mounted in patrol vehicles.

The collection process used for this report was compromised of traffic citations, field contact cards, and traffic related arrest reports. The race, ethnicity or an individual that was stopped and whether a search was conducted. This information was gathered over the time of January 1, 2020 through December 31, 2020. This information is categorized as Tier 1 data report.

C. Education

1. Departmental Personnel

a. All members of the Weslaco Police Department have met the requirements set out by the Commission of Law Enforcement. Requirements stipulated that all officers must attend a Racial Profiling Class.

b. As part of the mandated training required by T.C.O.L.E; officers of the Weslaco Police Department are required to attend Cultural Diversity classes every two (2) years of a training cycle. This course of study includes sections on Racial Profiling.

2. Public Awareness

a. The Weslaco Police Department has access to the complaint filing process and forms available on its social media sight for public access.

3. Complaint History

a. The Weslaco Police Department did not receive any complaints regarding racial profiling this reporting period.

3. Weslaco Demographics

The City of Weslaco is located on the Eastern edge of Hidalgo County, centered between McAllen to the West, Harlingen to the East and is seven (7) miles North of the Mexican border city of Nuevo Progreso. The city compromises approximately 18.9 square miles of landmass.

A. Population

The information utilized in this section was obtained from the U.S Census Bureau, Census of 2018. This Census indicated a total population of 40,464. The current Census breakdown for the City of Weslaco is as follows:

	LABEL	ESTIMATE	% MARGIN OF ERROR
SEX AND AGE			
	Total population	40464	0
	Male	20474	1.8
	Female	19990	1.8
	Sex ratio (males per 100 females)	102.4	(X)
	Under 5 years	4333	1.9
	5 to 9 years	3852	1.5
	10 to 14 years	3415	1.3
	15 to 19 years	2870	1
	20 to 24 years	2701	1.1
	25 to 34 years	5665	1.5
	35 to 44 years	4218	1.3
	45 to 54 years	4052	1.1
	55 to 59 years	2128	0.9
	60 to 64 years	1687	0.7
	65 to 74 years	2850	1
	75 to 84 years	1847	0.9
	85 years and over	846	0.5
	Median age (years)	29.3	(X)
	Under 18 years	13640	1.7
	16 years and over	28104	2
	18 years and over	26824	1.7
	21 years and over	25360	1.8
	62 years and over	6507	1.6
	65 years and over	5543	1.5
	18 years and over	26824	(X)
	Male	12897	1.7
	Female	13927	1.7
	Sex ratio (males per 100 females)	92.6	(X)
	65 years and over	5543	(X)

Male	2319	3.2
Female	3224	3.2
Sex ratio (males per 100 females)	71.9	(X)
RACE		
Total population	40464	(X)
One race	39576	0.9
Two or more races	888	0.9
One race	39576	0.9
White	35046	2.2
Black or African American	315	0.7
American Indian and Alaska Native	287	0.5
Cherokee tribal grouping	0	0.1
Chippewa tribal grouping	3	0.1
Navajo tribal grouping	0	0.1
Sioux tribal grouping	0	0.1
Asian	364	0.6
Asian Indian	115	0.4
Chinese	0	0.1
Filipino	85	0.2
Japanese	0	0.1
Korean	0	0.1
Vietnamese	96	0.3
Other Asian	68	0.2
Native Hawaiian and Other Pacific Islander	0	0.1
Native Hawaiian	0	0.1
Guamanian or Chamorro	0	0.1
Samoan	0	0.1
Other Pacific Islander	0	0.1
Some other race	3564	1.8
Two or more races	888	0.9
White and Black or African American	68	0.3
White and American Indian and Alaska Native	55	0.1
White and Asian	0	0.1
Black or African American and American Indian and Alaska		
Native	0	0.1
RACE ALONE OR IN COMBINATION WITH ONE OR MORE OTHER RACES		
Total population	40464	(X)
White	35911	1.9
Black or African American	383	0.7
American Indian and Alaska Native	353	0.5
Asian	392	0.6
Native Hawaiian and Other Pacific Islander	9	0.1
Some other race	4329	2.1
HISPANIC OR LATINO AND RACE		
Total population	40464	(X)
Hispanic or Latino (of any race)	36022	1.6
Mexican	34085	2
Puerto Rican	165	0.2

Cuban	3	0.1
Other Hispanic or Latino	1769	1.5
Not Hispanic or Latino	4442	1.6
White alone	3714	1.4
Black or African American alone	264	0.7
American Indian and Alaska Native alone	77	0.2
Asian alone	364	0.6
Native Hawaiian and Other Pacific Islander alone	0	0.1
Some other race alone	0	0.1
Two or more races	23	0.1
Two races including Some other race	0	0.1
Two races excluding Some other race, and Three or more		
races	23	0.1
Total housing units	15750	(X)
CITIZEN, VOTING AGE POPULATION		
Citizen, 18 and over population	22703	(X)
Male	11226	2.1
Female	11477	2.1

4. Standards of Conduct

320.1 PURPOSE AND SCOPE

This policy establishes standards of conduct that are consistent with the values and mission of the Weslaco Police Department and are expected of all department members. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions, but they do identify many of the important matters concerning conduct. In addition to the provisions of this policy, members are subject to all other provisions contained in this manual, as well as any additional guidance on conduct that may be disseminated by this department or a member's supervisors.

320.2 POLICY

The continued employment or appointment of every member of this department shall be based on conduct that reasonably conforms to the guidelines set forth herein. Failure to meet the guidelines set forth in this policy, whether on- or off-duty, may be cause for disciplinary action.

320.3 DIRECTIVES AND ORDERS

Members shall comply with lawful directives and orders from any department supervisor or person in a position of authority, absent a reasonable and bona fide justification.

320.3.1 UNLAWFUL OR CONFLICTING ORDERS

Supervisors shall not knowingly issue orders or directives that, if carried out, would result in a violation of any law or department policy. Supervisors should not issue orders that conflict with any previous order without making reasonable clarification that the new order is intended to countermand the earlier order.

No member is required to obey any order that appears to be in direct conflict with any federal law, state law or local ordinance. Following a known unlawful order is not a defense and does not relieve the member from criminal or civil prosecution or administrative discipline. If the legality of an order is in doubt, the affected member shall ask the issuing supervisor to clarify the order or shall confer with a higher authority. The responsibility for refusal to obey rests with the member, who shall subsequently be required to justify the refusal.

Unless it would jeopardize the safety of any individual, members who are presented with a lawful order that is in conflict with a previous lawful order, department policy or other directive shall respectfully inform the issuing supervisor of the conflict. The issuing supervisor is responsible for either resolving the conflict or clarifying that the lawful order is intended to countermand the previous lawful order or directive, in which case the member is obliged to comply. Members who are compelled to follow a conflicting lawful order after having given the issuing supervisor the opportunity to correct the conflict will not be held accountable for disobedience of the lawful order or directive that was initially issued.

The person countermanding the original order shall notify, in writing, the person issuing the original order, indicating the action taken and the reason.

320.3.2 SUPERVISOR RESPONSIBILITIES

Supervisors and managers are required to follow all policies and procedures and may be subject to discipline for:

- (a) Failure to be reasonably aware of the performance of their subordinates or to provide appropriate guidance and control.
- (b) Failure to report any known misconduct of a member promptly and fully to his/her immediate supervisor or to document such misconduct appropriately or as required by policy.
- (c) Directing a subordinate to violate a policy or directive, acquiescing to such a violation, or exhibiting indifference to such a violation.
- (d) Exercising unequal or disparate authority toward any member for malicious or other improper purpose.

320.4 GENERAL STANDARDS

Members shall conduct themselves, whether on- or off-duty, in accordance with the United States and Texas Constitutions and all applicable laws, ordinances and rules enacted or established pursuant to legal authority.

Members shall familiarize themselves with policies and procedures and are responsible for compliance with each. Members should seek clarification and guidance from supervisors in the event of any perceived ambiguity or uncertainty.

Discipline may be initiated for any good cause. It is not mandatory that a specific policy or rule violation be cited to sustain discipline. This policy is not intended to cover every possible type of misconduct.

320.5 CAUSES FOR DISCIPLINE

The following are illustrative of causes for disciplinary action. This list is not intended to cover every possible type of misconduct and does not preclude the recommendation of disciplinary action for violation of other rules, standards, ethics and specific action or inaction that is detrimental to efficient department service.

320.5.1 LAWS, RULES AND ORDERS

- (a) Violation of, or ordering or instructing a subordinate to violate, any policy, procedure, rule, order, directive or requirement, or failure to follow instructions contained in department or City manuals.
- (b) Disobedience of any legal directive or order issued by any department member of a higher rank.
- (c) Violation of federal, state, local or administrative laws, rules, or regulations.

320.5.2 ETHICS

- (a) Using or disclosing one's status as a member of the Weslaco Police Department in any way that could reasonably be perceived as an attempt to gain influence or authority for non-department business or activity.
- (b) The wrongful or unlawful exercise of authority on the part of any member for malicious purpose, personal gain, willful deceit, or any other improper purpose.
- (c) The receipt or acceptance of a reward, fee, or gift from any person for service incident to the performance of the member's duties (lawful subpoena fees and authorized work permits excepted).
- (d) Acceptance of fees, gifts, or money contrary to the rules of this department and/or laws of the state.
- (e) Offer or acceptance of a bribe or gratuity.
- (f) Misappropriation or misuse of public funds, property, personnel, or services.
- (g) Any other failure to abide by the standards of ethical conduct.

320.5.3 DISCRIMINATION, OPPRESSION OR FAVORITISM

Discriminating against, oppressing or providing favoritism to any person because of age, race, color, creed, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, marital status, physical or mental disability, medical condition or other classification protected by law, or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power or immunity, knowing the conduct is unlawful.

320.5.4 RELATIONSHIPS

- (a) Unwelcome solicitation of a personal or sexual relationship while on-duty or using one's official capacity.
- (b) Engaging in on-duty sexual activity including, but not limited to, sexual intercourse, excessive displays of public affection or other sexual contact.
- (c) Establishing or maintaining an inappropriate personal or financial relationship, because of an investigation, with a known victim, witness, suspect or defendant while a case is being investigated or prosecuted, or as a direct result of any official contact.
- (d) Associating with or joining a criminal gang, organized crime and/or criminal syndicate when the member knows or reasonably should know of the criminal nature of the organization. This includes any organization involved in a definable criminal activity or enterprise, except as specifically directed and authorized by this department.
- (e) Associating on a personal, rather than official, basis with persons who demonstrate recurring involvement in serious violations of state or federal laws after the member knows, or reasonably should know of such criminal activities, except as specifically directed and authorized by this department.

320.5.5 ATTENDANCE

- (a) Leaving the job to which the member is assigned during duty hours without reasonable excuse and proper permission and approval.
- (b) Unexcused or unauthorized absence or tardiness.
- (c) Excessive absenteeism or abuse of leave privileges.
- (d) Failure to report to work or to place of assignment at time specified and fully prepared to perform duties without reasonable excuse.

320.5.6 UNAUTHORIZED ACCESS, DISCLOSURE OR USE

- (a) Unauthorized and inappropriate intentional release of confidential or protected information, materials, data, forms, or reports obtained because of the member's position with this department.
- (b) Disclosing to any unauthorized person any active investigation information.
- (c) The use of any information, photograph, video or other recording obtained or accessed as a result of employment or appointment to this department for personal or financial gain or without the express authorization of the Chief of Police/City Marshal or the authorized designee.
- (d) Loaning, selling, allowing unauthorized use, giving away or appropriating any Weslaco Police Department badge, uniform, identification card or department property for personal use, personal gain or any other improper or unauthorized use or purpose.
- (e) Using department resources in association with any portion of an independent civil action. These resources include, but are not limited to, personnel, vehicles, equipment, and non-subpoenaed records.

320.5.7 EFFICIENCY

- (a) Neglect of duty.
- (b) Unsatisfactory work performance including, but not limited to, failure, incompetence, inefficiency, or delay in performing and/or carrying out proper orders, work assignments or the instructions of supervisors without a reasonable and bona fide excuse.
- (c) Concealing, attempting to conceal, removing, or destroying defective or incompetent work.
- (d) Unauthorized sleeping during on-duty time or assignments.
- (e) Failure to notify the Department within 24 hours of any change in residence address or contact telephone numbers.
- (f) Failure to notify the Human Resources of changes in relevant personal information (e.g., information associated with benefits determination) in a timely fashion.

320.5.8 PERFORMANCE

- (a) Failure to disclose or misrepresenting material facts or making any false or misleading statement on any application, examination form, or other official document, report, or form, or during any work-related investigation.
- (b) The falsification of any work-related records, making misleading entries or statements with the intent to deceive, or the willful and unauthorized removal, alteration, destruction and/or mutilation of any department record, public record, book, paper, or document.
- (c) Failure to participate in investigations, or giving false or misleading statements, or misrepresenting or omitting material information to a supervisor or other person in a position of authority, in connection with any investigation or in the reporting of any department-related business.
- (d) Being untruthful or knowingly making false, misleading, or malicious statements that are reasonably calculated to harm the reputation, authority or official standing of this department or its members.
- (e) Disparaging remarks or conduct concerning duly constituted authority to the extent that such conduct disrupts the efficiency of this department or subverts the good order, efficiency, and discipline of this department or that would tend to discredit any of its members.
- (f) Unlawful gambling or unlawful betting at any time or any place. Legal gambling or betting under any of the following conditions:
 - 1. While on department premises.
 - 2. At any work site, while on-duty or while in uniform, or while using any department equipment or system.
 - 3. Gambling activity undertaken as part of an officer's official duties and with the express knowledge and permission of a direct supervisor is exempt from this prohibition.
- (g) Improper political activity including:
 - 1. Unauthorized attendance while on-duty at official legislative or political sessions.
 - 2. Solicitations, speeches or distribution of campaign literature for or against any political candidate or position while on-duty or on department property except as expressly authorized by City policy, the collective bargaining agreement, memorandum of understanding or contract, or the Chief of Police/ City Marshal.
- (h) Engaging in political activities during assigned working hours except as expressly authorized by City policy, the collective bargaining agreement, memorandum of understanding or contract, or the Chief of Police/City Marshal.
- (i) Any act on- or off-duty that brings discredit to this department.

320.5.9 CONDUCT

- (a) Failure of any member to promptly and fully report activities on his/her part or the part of any other member where such activities resulted in contact with any other law enforcement agency or that may result in criminal prosecution or discipline under this policy.
- (b) Unreasonable and unwarranted force to a person encountered or a person under arrest.
- (c) Exceeding lawful peace officer powers by unreasonable, unlawful, or excessive conduct.
- (d) Unauthorized or unlawful fighting, threatening, or attempting to inflict unlawful bodily harm on another.
- (e) Engaging in horseplay that reasonably could result in injury or property damage.
- (f) Discourteous, disrespectful, or discriminatory treatment of any member of the public or any member of this department or the City.
- (g) Use of obscene, indecent, profane, or derogatory language while on-duty or in uniform.
- (h) Criminal, dishonest, or disgraceful conduct, whether on- or off-duty, that adversely affects the member's relationship with this department.
- (i) Unauthorized possession of, loss of, or damage to department property or the property of others or endangering it through carelessness or maliciousness.
- (j) Attempted or actual theft of department property; misappropriation or misuse of public funds, property, personnel or the services or property of others; unauthorized removal or possession of department property or the property of another person.
- (k) Activity that is incompatible with a member's conditions of employment or appointment as established by law or that violates a provision of any collective bargaining agreement, memorandum of understanding or contract, including fraud in securing the appointment or hire.
- (l) Initiating any civil action for recovery of any damages or injuries incurred in the course and scope of employment or appointment without first notifying the Chief of Police/ City Marshal of such action.
- (m) Any other on- or off-duty conduct which any member knows or reasonably should know is unbecoming a member of this department, is contrary to good order, efficiency, or morale, or tends to reflect unfavorably upon this department or its members.

320.5.10 SAFETY

- (a) Failure to observe or violating department safety standards or safe working practices.
- (b) Failure to maintain current licenses or certifications required for the assignment or position (e.g., driver's license, first aid).
- (c) Failure to maintain good physical condition sufficient to perform law enforcement duties adequately and safely.
- (d) Unsafe firearm or other dangerous weapon handling including loading or unloading firearms in an unsafe manner, either on- or off-duty.

- (e) Carrying, while on the premises of the work site, any firearm or other lethal weapon that is not authorized by the member's appointing authority.
- (f) Unsafe or improper driving habits or actions in the course of employment or appointment.
- (g) Any personal action contributing to a preventable traffic accident.
- (h) Concealing or knowingly failing to report any on-the-job or work-related accident or injury as soon as practicable but within 24 hours.

320.5.11 INTOXICANTS

- (a) Reporting for work or being at work while intoxicated or when the member's ability to perform assigned duties is impaired due to the use of alcohol, medication, or drugs, whether legal, prescribed, or illegal.
- (b) Possession or use of alcohol at any work site or while on-duty, except as authorized in the performance of an official assignment. A member who is authorized to consume alcohol is not permitted to do so to such a degree that it may impair on-duty performance.
- (c) Unauthorized possession, use of, or attempting to bring a controlled substance, illegal drug, or non-prescribed medication to any work site.

5. Bias-Based Policing

401.1 PURPOSE AND SCOPE

This policy provides guidance to department members that affirms the Weslaco Police Department's commitment to policing that is fair and objective.

Nothing in this policy prohibits the use of specified characteristics in law enforcement activities designed to strengthen the department's relationship with its diverse communities (e.g., cultural and ethnicity awareness training, youth programs, community group outreach and partnerships).

401.1.1 DEFINITIONS

Definitions related to this policy include:

Bias-based policing - An inappropriate reliance on characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability or affiliation with any non-criminal group (protected characteristics) as the basis for providing differing law enforcement service or enforcement (Tex. Code of Crim. Pro. art. 3.05).

401.2 POLICY

The Weslaco Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural, or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly, objectively and without discrimination toward any individual or group.

401.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited.

However, nothing in this policy is intended to prohibit an officer from considering protected characteristics in combination with credible, timely and distinct information connecting a person or people of a specific characteristic to a specific unlawful incident, or to specific unlawful incidents, specific criminal patterns or specific schemes.

401.4 MEMBER RESPONSIBILITIES

Every member of this department shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Members should, when reasonable to do so, intervene to prevent any bias-based actions by another member.

401.4.1 REASON FOR CONTACT

Officers contacting a person shall be prepared to articulate sufficient reason for the contact, independent of the protected characteristics of the individual.

To the extent that written documentation would otherwise be completed (e.g., arrest report, field interview (FI) card), the involved officer should include those facts giving rise to the contact, as applicable.

Except for required data-collection forms or methods, nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

401.4.2 REPORTING TRAFFIC STOPS

The Patrol Division Commander should ensure that the Department has appropriate systems in place to collect information required by state racial profiling laws (Tex. Code of Crim. Pro. art. 2.132 (Tier One); Tex. Code of Crim. Pro. art. 2.133 (Tier Two)).

Each time an officer makes a traffic stop, the officer shall gather the required information using the system in place for racial profiling reporting.

401.5 SUPERVISOR RESPONSIBILITIES

Supervisors should monitor those individuals under their command for compliance with this policy and shall handle any alleged or observed violations in accordance with the Personnel Complaints Policy.

- (a) Supervisors should discuss any issues with the involved officer and his/her supervisor in a timely manner.
 - 1. Supervisors should document these discussions, in the prescribed manner.
- (b) Supervisors should periodically review Mobile Audio/Video (MAV) recordings, portable audio/video recordings, Mobile Data Terminal (MDT) data and any other available resource used to document contact between officers and the public to ensure compliance with this policy.
 - 1. Supervisors should document these periodic reviews.
 - 2. Recordings or data that capture a potential instance of bias-based policing should be appropriately retained for administrative investigation purposes.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (d) Supervisors should take prompt and reasonable steps to address any retaliatory action taken against any member of this department who discloses information concerning bias-based policing.

401.6 STATE REPORTING

The Chief of Police/City Marshal shall annually submit a report of the information required in Tex. Code of Crim. Pro. art. 2.132 to the Texas Commission on Law Enforcement (TCOLE) and to each governing body served by the Department.

The Chief of Police/City Marshal shall also provide to TCOLE and each governing body served by the Department a report containing an analysis of the information required by Tex. Code of

Crim. Pro. art. 2.133. The report must be submitted by March 1 of each year (Tex. Code of Crim. Pro. art. 2.134).

The reports may not include identifying information about any officer who made the traffic stop or about any individual who was stopped or arrested (Tex. Code of Crim. Pro. art. 2.132; Tex. Code of Crim. Pro. art. 2.134).

401.7 ADMINISTRATION

The Patrol Division Commander should review the efforts of the Department to provide fair and objective policing and submit an annual report, including public concerns and complaints, to the Chief of Police/City Marshal. The annual report should not contain any identifying information about any specific complaint, member of the public or officer. It should be reviewed by the Chief of Police/City Marshal to identify any changes in training or operations that should be made to improve service (Tex. Code of Crim. Pro. art. 2.132).

Supervisors should review the report submitted to TCOLE and the governing body and the annual report and discuss the results with those they are assigned to supervise.

401.8 COMPLIMENTS AND COMPLAINTS

The Patrol Division Commander is responsible for educating the public on the Department's compliment and complaint process (see the Personnel Complaints Policy). This education may be achieved by information provided through the Department website. This information shall include the telephone number, mailing address and e-mail address to make a compliment or complaint regarding a ticket, citation or warning issued by an officer.

In the event that an investigation is initiated against an officer for a violation of this policy, the Patrol Division Commander should ensure that a copy of any related recording is provided as soon as practicable to the officer upon written request (Tex. Code of Crim. Pro. art. 2.132).

401.9 TRAINING

Training on fair and objective policing and review of this policy should be conducted as directed by the Training Sergeant.

422.1 PURPOSE AND SCOPE

The Weslaco Police Department has equipped marked law enforcement vehicles with Mobile Audio/Video (MAV) recording systems to provide records of events and to assist officers in the performance of their duties. This policy provides guidance on the use of these systems.

422.1.1 DEFINITIONS

Definitions related to this policy include:

Activate - Any process that causes the MAV system to transmit or store video or audio data in an active mode.

In-car camera system and MAV system - Synonymous terms that refer to any system that captures audio and video signals, that is capable of installation in a vehicle, and that includes at a minimum, a camera, microphone, recorder and monitor.

MAV technician - Personnel certified or trained in the operational use and repair of MAVs, duplicating methods and storage and retrieval methods and who have a working knowledge of video forensics and evidentiary procedures.

Recorded media - Audio/video signals recorded or digitally stored on a storage device or portable media.

6. Mobile Audio/Video

422.2 POLICY

It is the policy of the Weslaco Police Department to use mobile audio/video recording technology to fulfill the mission of the Department more effectively and to ensure these systems are used securely and efficiently.

422.3 OFFICER RESPONSIBILITIES

Prior to going into service, each officer will properly equip him/herself to record audio and video in the field. At the end of the shift, each officer will follow the established procedures for providing to the Department any recordings or used media and any other related equipment. Each officer should have adequate recording media for the entire duty assignment. In the event an officer works at a remote location and reports in only periodically, additional recording media may be issued. Only Weslaco Police Department identified and labeled media with tracking numbers is to be used.

At the start of each shift, officers should test the MAV system's operation to ensure that it is operational.

System documentation is accomplished by the officer recording his/her name, serial number, badge, or personal identification number (PIN) and the current date and time at the start and again at the end of each shift. If the system is malfunctioning, the officer shall take the vehicle out of service unless a supervisor requests the vehicle remain in service.

422.4 ACTIVATION OF THE MAV

The MAV system is designed to turn on whenever the vehicle's emergency lights are activated. The system remains on until it is turned off manually. The audio portion is independently controlled and should be activated manually by the officer whenever appropriate. When audio is being recorded, the video will also record.

422.4.1 REQUIRED ACTIVATION OF THE MAV

This policy is not intended to describe every possible situation in which the MAV system may be used, although there are many situations where its use is appropriate. An officer may activate the system any time the officer believes it would be appropriate or valuable to document an incident.

In some circumstances it is not possible to capture images of the incident due to conditions or the location of the camera. However, the audio portion can be valuable evidence and is subject to the same activation requirements as the MAV. The MAV system should be activated in any of the following situations:

- (a) All field contacts involving actual or potential criminal conduct within video or audio range:
 - 1. Traffic stops (including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops)
 - 2. Priority responses
 - 3. Vehicle pursuits
 - 4. Suspicious vehicles
 - 5. Arrests
 - 6. Vehicle searches
 - 7. Physical or verbal confrontations or use of force
 - 8. Pedestrian checks
 - 9. Driving while intoxicated (DWI) investigations, including field sobriety tests
 - 10. Consensual encounters
 - 11. Crimes in progress
 - 12. Responding to an in-progress call
- (b) All self-initiated activity in which an officer would normally notify Communications
- (c) Any call for service involving a crime where the recorder may aid in the apprehension and/or prosecution of a suspect, including:
 - 1. Family violence
 - 2. Disturbance of the peace
 - 3. Offenses involving violence or weapons
- (d) Any other contact that becomes adversarial after the initial contact, in a situation that would not otherwise require recording
- (e) Any other circumstance where the officer believes that a recording of an incident would be appropriate

Activation of the MAV system is not required when exchanging information with other officers, during breaks or lunch periods, or when not in service or not actively on patrol.

422.4.2 CESSATION OF RECORDING

Once activated, the MAV system should remain on until the incident has concluded. To this section, conclusion of an incident has occurred when all arrests have been made, arrestees have been transported and all witnesses and victims have been interviewed. Recording may cease if an officer is simply waiting for a tow truck or a family member to arrive, or in other similar situations.

422.4.3 SURREPTITIOUS RECORDING

No member of this department may surreptitiously record a conversation of any other member of this department except with a court order or when lawfully authorized by the Chief of Police/ City Marshal or the authorized designee for the purpose of conducting a criminal or administrative investigation.

422.4.4 SUPERVISOR RESPONSIBILITIES

Supervisors should determine if vehicles with non-functioning MAV systems should be placed into service. If these vehicles are placed into service, the appropriate documentation should be made, including notification of Communications.

At reasonable intervals, supervisors should validate that:

- (a) Beginning and end-of-shift recording procedures are followed.
- (b) Logs reflect the proper chain of custody, including:
 - 1. The tracking number of the MAV system media.
 - 2. The date the media was issued.
 - 3. The name of the department member or the vehicle to which the media was issued.
 - 4. The date the media was submitted for retention.
 - 5. The name of the department member submitting the media.
 - 6. Holds for evidence indication and tagging as required.
- (c) The operation of MAV systems by new members is assessed and reviewed no less than biweekly.

When an incident arises that requires the immediate retrieval of the recorded media (e.g., serious crime scenes, officer-involved shootings, department-involved traffic accidents), a supervisor shall respond to the scene and ensure that the appropriate person properly retrieves the recorded media. The media may need to be treated as evidence and should be handled in accordance with current evidence procedures for recorded media.

Supervisors may activate the MAV system remotely to monitor a developing situation, such as a chase, riot or an event that may threaten public safety, officer safety or both, when the purpose is to obtain tactical information to assist in managing the event. Supervisors shall not remotely activate the MAV system for the purpose of monitoring the conversations or actions of an officer.

422.5 REVIEW OF MAV RECORDINGS

All recording media, recorded images and audio recordings are the property of the Department. Dissemination outside of the Department is strictly prohibited, except to the extent permitted or required by law.

To prevent damage to, or alteration of, the original recorded media, it shall not be copied, viewed, or otherwise inserted into any device not approved by the Department, MAV technician or forensic media staff. When reasonably possible, a copy of the original media shall be used for viewing (unless otherwise directed by the courts) to preserve the original media.

Recordings may be reviewed in any of the following situations:

- (a) By officers for use when preparing reports or statements
- (b) By a supervisor investigating a specific act of officer conduct
- (c) By a supervisor to assess officer performance
- (d) To assess proper functioning of MAV systems
- (e) By department investigators who are participating in an official investigation, such as a personnel complaint, administrative inquiry, or a criminal investigation
- (f) By department personnel who request to review recordings
- (g) By an officer who is captured on or referenced in the video or audio data, and reviews and uses such data for any purpose relating to his/her employment
- (h) By court personnel through proper process or with the permission of the Chief of Police/City Marshal or the authorized designee
- (i) By the media through proper process
- (j) To assess possible training value
- (k) For training purposes. If an involved officer objects to showing a recording, his/her objection will be submitted to the command staff to determine if the training value outweighs the officer's objection
- (l) By a supervisor during periodic reviews for compliance with racial profiling laws (Tex. Code of Crim. Pro. art. 2.132)
- (m) As may be directed by the Chief of Police/City Marshal or the authorized designee

Members desiring to view any previously uploaded or archived MAV recording should submit a request in writing to the Watch Commander. Approved requests should be forwarded to the MAV technician for processing.

In no event shall any recording be used or shown for the purpose of ridiculing or embarrassing any member.

422.6 DOCUMENTING MAV USE

If any incident is recorded with either the video or audio system, the existence of that recording shall be documented in the officer's report. If a citation is issued, the officer shall make a notation on the back of the records copy of the citation indicating that the incident was recorded.

422.7 RECORDING MEDIA STORAGE AND INTEGRITY

Once submitted for storage, all recording media will be labeled and stored in a designated secure area. All recording media that is not booked as evidence will be retained for a minimum of 180 days and disposed of in accordance with the established records retention schedule.

422.7.1 COPIES OF ORIGINAL RECORDING MEDIA

Original recording media shall not be used for any purpose other than for initial review by a supervisor. Upon proper request, a copy of the original recording media will be made for use as authorized in this policy.

Original recording media may only be released in response to a court order or upon approval by the Chief of Police/City Marshal or the authorized designee. If an original recording is released to a court, a copy shall be made and placed in storage until the original is returned.

422.7.2 MAV RECORDINGS AS EVIDENCE

Officers who reasonably believe that a MAV recording is likely to contain evidence relevant to a criminal offense or to a potential claim against the officer or against the Weslaco Police Department should indicate this in an appropriate report. Officers should ensure relevant recordings are preserved.

422.8 SYSTEM OPERATIONAL STANDARDS

- (a) MAV system vehicle installations should be based on officer safety requirements and the vehicle and device manufacturer's recommendations.
- (b) The MAV system should be configured to minimally record for 30 seconds prior to an event.
- (c) The MAV system may not be configured to record audio data occurring prior to activation.
- (d) Unless the transmitters being used are designed for synchronized use, only one transmitter, usually the primary initiating officer's transmitter, should be activated at a scene to minimize interference or noise from other MAV transmitters.
- (e) Officers using digital transmitters that are synchronized to their individual MAVs shall activate both audio and video recordings when responding in a support capacity. This is to obtain additional perspectives of the incident scene.
- (f) Except for law enforcement radios or other emergency equipment, other electronic devices should not be used inside MAV equipped law enforcement vehicles to minimize the possibility of causing electronic or noise interference with the MAV system.
- (g) Officers shall not erase, alter, reuse, modify or tamper with MAV recordings. Only a supervisor, MAV technician or other authorized designee may erase and reissue previous recordings and may only do so pursuant to the provisions of this policy.
- (h) To prevent damage, original recordings shall not be viewed or otherwise inserted into any device not approved by the Department MAV technician or forensic media staff.

422.9 MAV TECHNICIAN RESPONSIBILITIES

The MAV technician is responsible for:

- (a) Ordering, issuing, retrieving, storing, erasing, and duplicating of all recorded media.
- (b) Collecting all completed media for oversight and verification of wireless downloaded media. Once collected, the MAV technician:
 - 1. Ensures it is stored in a secure location with authorized controlled access.
 - 2. Makes the appropriate entries in the chain of custody log.
- (c) Erasing of media:
 - 1. Pursuant to a court order.
 - 2. In accordance with the established records retention schedule, including reissuing all other media deemed to be of no evidentiary value.
- (d) Assigning all media an identification number prior to issuance to the field:
 - 1. Maintaining a record of issued media.
- (e) Ensuring that an adequate supply of recording media is available.
- (f) Managing the long-term storage of media that has been deemed to be of evidentiary value in accordance with the department evidence storage protocols and the established records retention schedule.

422.10 TRAINING

All members who are authorized to use the MAV system shall successfully complete an approved course of instruction prior to its use.

7. Personnel Complaints

1010.1 PURPOSE AND SCOPE

This policy provides guidelines for the reporting, investigation, and disposition of complaints regarding the conduct of members of the Weslaco Police Department. This policy shall not apply to any questioning, counseling, instruction, informal verbal admonishment or other routine or unplanned contact of a member in the normal course of duty, by a supervisor or any other member, nor shall this policy apply to a criminal investigation.

1010.2 POLICY

The Weslaco Police Department takes seriously all complaints regarding the service provided by the Department and the conduct of its members.

The Department will accept and address all complaints of misconduct in accordance with this policy and applicable federal, state, and local law and municipal and county rules and the requirements of any collective bargaining agreements or memorandum of understanding.

It is also the policy of this department to ensure that the community can report misconduct without concern for reprisal or retaliation.

1010.3 PERSONNEL COMPLAINTS

Personnel complaints include any allegation of misconduct or improper job performance that, if true, would constitute a violation of department policy or federal, state, or local law, policy, or rule. Personnel complaints may be generated internally or by the public.

Inquiries about conduct or performance that, if true, would not violate department policy or federal, state, or local law, policy or rule may be handled informally by a supervisor and shall not be considered a personnel complaint. Such inquiries generally include clarification regarding policy, procedures, or the response to specific incidents by the Department.

1010.3.1 COMPLAINT CLASSIFICATIONS

Personnel complaints shall be classified in one of the following categories:

Informal – A matter in which the Watch Commander is satisfied that appropriate action has been taken by a supervisor of rank greater than the accused member.

Formal – A matter in which a supervisor determines that further action is warranted. Such complaints may be investigated by a supervisor of rank greater than the accused member or referred to the Internal Affairs, depending on the seriousness and complexity of the investigation.

Incomplete – A matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. At the discretion of the assigned supervisor or the Internal Affairs, such matters may be further investigated depending on the seriousness of the complaint and the availability of sufficient information.

1010.3.2 SOURCES OF COMPLAINTS

The following applies to the source of complaints:

- (a) Individuals from the public may make complaints in any form, including in writing, by email, in person or by telephone.
- (b) Any department member becoming aware of alleged misconduct shall immediately notify a supervisor.
- (c) Supervisors shall initiate a complaint based upon observed misconduct or receipt from any source alleging misconduct that, if true, could result in disciplinary action.
- (d) Anonymous and third-party complaints should be accepted and investigated to the extent that sufficient information is provided.
- (e) Tort claims and lawsuits may generate a personnel complaint.

1010.4 AVAILABILITY AND ACCEPTANCE OF COMPLAINTS

1010.4.1 COMPLAINT FORMS

Personnel complaint forms will be maintained in a clearly visible location in the public area of the police facility and be accessible through the department website. Forms may also be available at other City facilities.

Personnel complaint forms in languages other than English may also be provided, as determined necessary or practicable.

1010.4.2 ACCEPTANCE

All complaints will be courteously accepted by any department member and promptly given to the appropriate supervisor. Although written complaints are preferred, a complaint may also be filed orally, either in person or by telephone. Such complaints will be directed to a supervisor. If a supervisor is not immediately available to take an oral complaint, the receiving member shall obtain contact information sufficient for the supervisor to contact the complainant. The supervisor, upon contact with the complainant, shall complete and submit a complaint form as appropriate.

Although not required, complainants should be encouraged to file complaints in person so that proper identification, signatures, photographs, or physical evidence may be obtained as necessary.

1010.5 DOCUMENTATION

Supervisors shall ensure that all formal and informal complaints are documented on a complaint form. The supervisor shall ensure that the nature of the complaint is defined as clearly as possible.

All complaints and inquiries should also be documented in a log that records and tracks complaints. The log shall include the nature of the complaint and the actions taken to address the complaint. On an annual basis, the Department should audit the log and send an audit report to the Chief of Police/City Marshal or the authorized designee.

1010.6 ADMINISTRATIVE INVESTIGATIONS

Allegations of misconduct will be administratively investigated as follows.

1010.6.1 SUPERVISOR RESPONSIBILITIES

In general, the primary responsibility for the investigation of a personnel complaint shall rest with the member's immediate supervisor, unless the supervisor is the complainant, or the supervisor is the ultimate decision-maker regarding disciplinary action or has any personal involvement regarding the alleged misconduct. The Chief of Police/City Marshal or the authorized designee may direct that another supervisor investigates any complaint.

A supervisor who becomes aware of alleged misconduct shall take reasonable steps to prevent aggravation of the situation.

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring that upon receiving or initiating any formal complaint, a complaint form is completed.
 - 1. The original complaint form will be directed to the Watch Commander of the accused member, via the chain of command, who will take appropriate action and/or determine who will have responsibility for the investigation.
 - 2. In circumstances where the integrity of the investigation could be jeopardized by reducing the complaint to writing or where the confidentiality of a complainant is at issue, a supervisor shall orally report the matter to the member's Division Commander or the Chief of Police/City Marshal, who will initiate appropriate action.
- (b) Responding to all complaints in a courteous and professional manner.
- (c) Resolving those personnel complaints that can be resolved immediately.
 - 1. Follow-up contact with the complainant should be made within 24 hours of the Department receiving the complaint.
 - 2. If the matter is resolved and no further action is required, the supervisor will note the resolution on a complaint form and forward the form to the Watch Commander.
- (d) Ensuring that upon receipt of a complaint involving allegations of a potentially serious nature, the Watch Commander and Chief of Police/City Marshal are notified via the chain of command as soon as practicable.
- (e) Promptly contacting the Human Resources and the Watch Commander for direction regarding the supervisor's role in addressing a complaint that relates to sexual, racial, ethnic, or other forms of prohibited harassment or discrimination.
- (f) Forwarding unresolved personnel complaints to the Watch Commander, who will determine whether to contact the complainant or assign the complaint for investigation.

- (g) Informing the complainant of the investigator's name and the complaint number within three days after assignment.
- (h) Investigating a complaint as follows:
 1. Making reasonable efforts to obtain names, addresses and telephone numbers of witnesses.
 2. When appropriate, ensuring immediate medical attention is provided and photographs of alleged injuries and accessible uninjured areas are taken.
- (i) Ensuring that the procedural rights of the accused member are followed.
- (j) Ensuring interviews of the complainant are generally conducted during reasonable hours.

1010.6.2 ADMINISTRATIVE INVESTIGATION PROCEDURES

Whether conducted by a supervisor or a member of the Internal Affairs, the following applies to employees:

- (a) Interviews of an accused employee shall be conducted during reasonable hours and preferably when the employee is on-duty. If the employee is off duty, he/she shall be compensated.
- (b) Unless waived by the employee, interviews of an accused employee shall be at the Weslaco Police Department or other reasonable and appropriate place.
- (c) No more than two interviewers should ask questions of an accused employee.
- (d) Prior to any interview, an employee should be informed of the nature of the investigation.
- (e) All interviews should be for a reasonable period and the employee's personal needs should be accommodated.
- (f) No employee should be subjected to offensive or threatening language, nor shall any promises, rewards or other inducements be used to obtain answers.
- (g) Any employee refusing to answer questions directly related to the investigation may be ordered to answer questions administratively and may be subject to discipline for failing to do so.
 1. An employee should be given an order to answer questions in an administrative investigation that might incriminate the employee in a criminal matter only after the employee has been given a *Garrity* advisement. Administrative investigators should consider the impact that compelling a statement from the employee may have on any related criminal investigation and should take reasonable steps to avoid creating any foreseeable conflicts between the two related investigations. This may include conferring with the person in charge of the criminal investigation (e.g., discussion of processes, timing, implications).

2. No information or evidence administratively coerced from an employee may be provided to anyone involved in conducting the criminal investigation or to any prosecutor.
- (h) The interviewer should record all interviews of employees and witnesses. The employee may also record the interview. If the employee has been previously interviewed, a copy of that recorded interview should be provided to the employee prior to any subsequent interview.
- (i) All employees subjected to interviews that could result in discipline have the right to have an uninvolved representative present during the interview. However, in order to maintain the integrity of everyone's statement, involved employees shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.
- (j) All employees shall provide complete and truthful responses to questions posed during interviews.
- (k) No employee may be compelled to submit to a polygraph examination, nor shall any refusal to submit to such examination be mentioned in any investigation.

1010.6.3 ADMINISTRATIVE INVESTIGATION FORMAT

Formal investigations of personnel complaints shall be thorough, complete, and essentially follow this format:

Introduction – Include the identity of the members, the identity of the assigned investigators, the initial date and source of the complaint.

Synopsis – Provide a summary of the facts giving rise to the investigation.

Summary – List the allegations separately, including applicable policy sections, with a summary of the evidence relevant to each allegation. A separate recommended finding should be provided for each allegation.

Evidence – Each allegation should be set forth with the details of the evidence applicable to each allegation provided, including comprehensive summaries of member and witness statements. Other evidence related to each allegation should also be detailed in this section.

Conclusion – A recommendation regarding further action or disposition should be provided.

Exhibits – A separate list of exhibits (e.g., recordings, photos, documents) should be attached to the report.

1010.6.4 DISPOSITIONS

Each personnel complaint shall be classified with one of the following dispositions:

Unfounded – When the investigation discloses that the alleged acts did not occur or did not involve department members. Complaints that are determined to be frivolous will fall within the classification of unfounded.

Exonerated – When the investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper.

Not sustained – When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the member.

Sustained – When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.

If an investigation discloses misconduct or improper job performance that was not alleged in the original complaint, the investigator shall take appropriate action about any additional allegations.

1010.6.5 COMPLETION OF INVESTIGATIONS

In order to meet the 180-day limit under Tex. Local Gov't Code § 143.052, every investigator or supervisor assigned to investigate a personnel complaint or other alleged misconduct should proceed with due diligence in an effort to complete the investigation within 150 days from the date of discovery by an individual authorized to initiate an investigation.

1010.6.6 NOTICE TO COMPLAINANT OF INVESTIGATION STATUS

The member conducting the investigation should provide the complainant with periodic updates on the status of the investigation, as appropriate.

8. Article 29. Personnel Files & Disciplinary Records

COLLECTIVE BARGAINING LABOR AGREEMENT Between the CITY OF WESLACO, TEXAS and the WESLACO MUNICIPAL POLICE UNION ("WMPU")

Term of Contract — 2 Years
October 1, 2019 through October 1, 2021

Section 1. The maintenance of police office personnel files shall be governed by the provisions of 143.089 TLGC, except as otherwise provided for in this article. This includes both the civil service personnel file, maintained under 143.089 (a), as well as the departmental file, maintained under 143.089 (g), TLGC (the "g" file).

Section 2. The city shall make reasonable efforts to maintain the confidentiality of each police officer's civil service personnel file, as per 143.089 (f), TLGC. Upon receiving a request for information under Chapter 552 of the Texas Government Code or for production under a subpoena duces tecum for information contained in an employee's personnel file, the Civil

Service Director shall cause notice of such request to be forwarded to the affected employee. The Civil Service Director shall also contact the CITY's legal counsel for the purpose of making reasonable efforts to maintain the confidentiality of the personnel file (the (a) file). Similarly, the Department Head shall make reasonable efforts to protect the confidentiality of any departmental personnel file (the (g) file).

Section 3. The Chief of Police retains sole and exclusive discretion regarding whether to file a written reprimand, counseling, or warning, in a police officer's personnel file, whether in the civil service personnel file (the (a) file) or the departmental personnel file (the (g) file), or both.

- A. A written reprimand filed with the civil service director shall be entitled to rebuttal in accordance with the provision of 143.089, TLGC.
- B. A written reprimand maintained only in the departmental (g) file may be rebutted within fifteen (15) days after notice or receipt of such a reprimand. Any such rebuttal shall be included in the department (g) file, but no further action by the Chief of Police or the City is required.
- C. A police officer may, upon reasonable request, inspect the departmental (g) file for the limited purpose of confirming the inclusion of any rebuttal letter tendered under subsection (B) above into the (g) file.

Section 4. Upon request by a police officer, the officer's disciplinary record in the civil service (a) file shall be purged into the departmental (g) file, in accordance with the following guidelines:

- A. Written evidence of counseling, warnings, and reprimands will be removed from the personnel file (the (a) file) following twelve (12) consecutive months of discipline-free service;
- B. Evidence of suspensions will be purged as follows:
 - 1) Suspension of 1 to 15 days after three (3) years of discipline-free service; and,
 - 2) Suspension of 16 to 30 days after five (5) years of discipline free service (suspensions of 16 to 30 days necessarily by agreement under 143.052 (g), TLGC).

WESLACO/WMPU Police Labor Agreement

Fiscal Years 2017-2019

Pages 24,25, and 26

Section 5. Provided, however, that up to two (2) written counseling, warnings, or reprimands, which occur within one (1) year from the three (3) or five (5) year expiration date of any suspension purging period shall not operate to prevent purging of an officers personnel file.

Section 6. Provided further that nothing in this Article is intended to be, nor shall be, in derogation of the statutory and common-law privileges that attach to the departmental file (the (g) file), which remains in the sole custody and control of the Chief of Police.

Article 30. DRUG TESTING

Section 1. Weslaco Police Officers will be subject to random drug tests at the discretion of City Management.

Section 2. Individual police officers shall be subject to a drug test on a for-cause basis, such as, but not necessarily limited to, an on-duty automobile accident or shooting incident.

Section 3. Officers testing positive for alcohol while on duty are subject to disciplinary action, including termination.

Section 4. Officers testing positive for any controlled substance are subject to disciplinary action, including termination.

Section 5. Drug tests shall be based on split samples by a certified lab. Any retests shall be at the officer's expense.

Section 6. A police officer who willfully refuses to submit to a drug test will be terminated from employment.

Article 31. PHYSICAL FITNESS FOR DUTY STANDARDS

Section 1. The CITY and UNION agree that they each have a mutual interest in assuring a set of physical fitness standards that are consistent with the legitimate needs of a law enforcement officer position in the Department.

Section 2. The CITY and UNION agree that the physical fitness standards adopted under this Article are derived from the Cooper Institute Standards related to law enforcement personnel.

Section 3. The City and Union agree that the testing for minimum physical fitness standards compliance is optional and compliance is not required for continued employment with the Department. The physical fitness standards adopted as part of this Labor Agreement shall be officially and formally tested at six (6) month intervals. Dry runs or training tests may be ordered by the Chief of Police at his discretion.

9. Racial Profiling Report Submitted to the State of Texas

Racial Profiling Report | Full

Agency Name: WESLACO POLICE DEPT.

Reporting Date: 02/19/2021

TCOLE Agency Number: 215215

Chief Administrator: JOEL RIVERA Agency Contact Information:

Phone: (956) 968-8591

Email: joel.rivera@weslacotx.gov

Mailing Address:

901 N. AIRPORT DR.

WESLACO, TX 78596

This Agency filed a full report

WESLACO POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling.
- 2) strictly prohibits peace officers employed by the WESLACO POLICE DEPT. from engaging in racial profiling.
- 3) implements a process by which an individual may file a complaint with the WESLACO POLICE DEPT. if the individual believes that a peace officer employed by the WESLACO POLICE DEPT. has engaged in racial profiling with respect to the individual.
- 4) provides public education relating to the agency's complaint process.
- 5) requires appropriate corrective action to be taken against a peace officer employed by the WESLACO POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the WESLACO POLICE DEPT. policy.

- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made because of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained.
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search.
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual.
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop.
 - e. the location of the stop.
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WESLACO POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),
Code of Criminal Procedure during the reporting period.

Executed
by: Brooks
Ditto
Training
Coordinator
or

Date: 02/19/2021

Total stops: 9963

Street address or approximate location of the stop

City street	8884
US highway	1078
County road	0
State highway	0
Private property or other	1

Was race or ethnicity known prior to stop?

Yes	2
No	9961

Race / Ethnicity

Alaska Native / American Indian	1
Asian / Pacific Islander	8
Black	30
White	221
Hispanic / Latino	9703

Gender**Female 4091**

Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	7
White	76
Hispanic / Latino	4006

Male 5872

Alaska Native / American Indian	0
Asian / Pacific Islander	7
Black	23
White	145
Hispanic / Latino	5697

Reason for stop.**Violation of law 277**

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	3
White	8

Hispanic / Latino	265
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	6531
Alaska Native / American Indian	1
Asian / Pacific Islander	3
Black	19
White	141
Hispanic / Latino	6367
Vehicle traffic violation	3155
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	8
White	72
Hispanic / Latino	3071
Was a search conducted?	
Yes	434
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	2
Hispanic / Latino	429
No	9529
Alaska Native / American Indian	1
Asian / Pacific Islander	8
Black	27
White	219
Hispanic / Latino	9274
Reason for Search?	
Consent	290
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2

Hispanic / Latino	287		
Contraband	9		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	9		
Probable	123		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	2		
White	0		
Hispanic / Latino	121		
Inventory	4		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	4		
Incident to arrest	8		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	8		
Was Contraband discovered?			
Yes	90	Did the finding result in arrest.	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	1	Yes 0	No 1
White	1	Yes 0	No 1
Hispanic / Latino	88	Yes 56	No 32
No	9873		
Alaska Native / American Indian	1		
Asian / Pacific Islander	8		
Black	29		
White	220		
Hispanic / Latino	9615		

Description of contraband

Drugs	87
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	85
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	3
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop

Verbal warning	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	7713
Alaska Native / American Indian	1
Asian / Pacific Islander	6
Black	24
White	205
Hispanic / Latino	7477
Citation	2151
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	6
White	15
Hispanic / Latino	2128
Written warning and arrest	48
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	48
Citation and arrest	51
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	50
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Arrest based on**Violation of Penal Code 54****Alaska Native / American Indian 0****Asian / Pacific Islander 0****Black 0****White 1****Hispanic / Latino 53****Violation of Traffic Law 23****Alaska Native / American Indian 0****Asian / Pacific Islander 0****Black 0****White 0****Hispanic / Latino 23****Violation of City Ordinance 0****Alaska Native / American Indian 0****Asian / Pacific Islander 0****Black 0****White 0****Hispanic / Latino 0****Outstanding Warrant 22****Alaska Native / American Indian 0****Asian / Pacific Islander 0****Black 0****White 0****Hispanic / Latino 22**

Was physical force resulting in bodily injury used during stop?

Yes	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2
No	9961
Alaska Native / American Indian	1
Asian / Pacific Islander	8
Black	30
White	221
Hispanic / Latino	9701

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Submitted electronically to the



The Texas Commission on Law Enforcement



Standardized Agenda Request Form

Date of Meeting: March 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5239	
From:			
Subject: Report on solid waste collection. (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):			
ADELAIDA VEGA David Arce Pete Garcia ANDREW MUNOZ		Created/Initiated New	
City Manager Comments: Status report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			