



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, NOVEMBER 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, November 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.

Pursuant to Texas Government Code Section 551.127, on a regular, non-emergency basis, the Weslaco City Commission may attend and participate in the meeting remotely by telephonic conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral recognition.
Proclamation Anti-Bullying (requested by WISD)
Proclamation Weslaco Crime Stoppers 2021 Texas Productivity Award
- 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. REPORTS

- A. Weslaco Economic Development Corporation.
- B. Weslaco Area Chamber of Commerce & Visitor Center.

- C. Presentation by Inframark on the Annual Maintenance and Repair Cap underspent funds. (Requested by Inframark.)

IV. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine and the Governing Body has been furnished with background and support material on each item and will be acted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and voting on the Consent Agenda.

- A. Approval of the Minutes of the Regular Meeting on October 18, 2022.
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approval on Ordinance 2022-40 to rezone 835 N Martinez. Also being Lot 1&2, Block 5, Villa Vista Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district and authorize the Mayor to execute any related documents. (First reading held October 18, 2022; staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval to apply for the Cybersecurity and Infrastructure Security Agency (CISA) and Federal Emergency Management Agency (FEMA) FY22 State and Local Cybersecurity Grant Program in the amount of \$49,500 with a \$5,500 MATCH required for the purchase of FortiGuard Incident Readiness Subscription Service, with NO RECURRING FEES, and authorize the Mayor to execute and related documents. (Staffed by IT Department/Grant Writer.)
- D. Approval to solicit bids for Waterworks Storm, Collection and Distribution materials and supplies and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.) Attachment.
- E. Approval to ratify and accept FY23 Local Border Security Program (LBSP) Grant #3407206 for the amount of \$105,000 with no MATCH and NO RECURRING fees required to pay for overtime for sworn officers and support personnel to meet the goals and objectives of LBSP grant and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- F. Approval to ratify and accept FY23 State Criminal Justice Planning Funds - Juvenile Justice and Truancy Prevention Grant Program #4003403 award in the amount of \$78,868.28 with NO MATCH and NO RECURRING fees required to pay for First Offender Program Coordinator's Salary and sworn officers overtime and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.

- G. Approval to ratify and accept FY23 State Homeland Security Program (SHSP) - LETPA Grant #4507901 in the amount of \$11,400 with NO MATCH and NO RECURRING fees allowed to purchase law enforcement specific protective gear and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- H. Approval to ratify and accept FY23 State Homeland Security Program (SHSP) - Regular Projects Grant #4508001 in the amount of \$52,677 with NO MATCH and NO RECURRING fees required to purchase a cybersecurity firewall for the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- I. Approval on renewal of the agreement with the Drug Enforcement Administration of State and Local HIDTA Task Force cooperation for the Fiscal Year 2022-2023 and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- J. Approval to ratify authorization to apply to the Texas Department of Transportation 2023 Impaired Driving Mobilization Grant in the amount of \$24,000 with a 20% match and no recurring fees to pay for overtime to conduct driving while intoxicated enforcement waves and authorize the Mayor to execute any related documents (Staffed by Police Department.) Attachment.
- K. Approval of a Memorandum of Understanding (MOU) with the Department of Homeland Security, U.S. Customs, and Border Patrol Protection, Port of Progreso for Emergency Medical Services Clinical Field ride outs and training and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment.
- L. Approval for Mayor Joe V. Sanchez Public Library to advertise and solicit prospective vendors to submit Request for Proposals (RFPs) for Basic Maintenance of Internal Connections within the confines of the Schools and Libraries Program of the Universal Service Administrative Fund (E-rate) and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment.
- M. Approval of application to the South Texas Literacy Coalition Free Book Distribution and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment.
- N. Approval to terminate and approve the Mid Valley Airport Ground Lease Agreement for Hangar W-3 Tenant Art Beckwith and approve Tenant Gary Wise and authorize the Mayor to execute any related documents. (Staffed by Airport Department.) Attachment.
- O. Approval of the Mid Valley Airport Hangar Lease Agreement (s) as follows:
Hangar E-1 tenant Hendrickson Flying Service;

Hangar E-5 tenant David J. Garza;
Hangar E-6 tenant Aaron Carlson;
Hangar E-7 tenant Felipe Leal;
Hangar E-8 tenant Gloria Brady;
Hangar E-9 tenant Gloria Brady;
Corporate Hangar 3 tenant Sergio Saenz and authorize the Mayor to execute any related documents (Staffed by Airport Department.) Attachment.

V. APPOINTMENTS

- A. Discussion and consideration on Resolution 2022-56 appointing members to the Board of Adjustments and Appeals to the Building Codes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment.
- B. Discussion and consideration on Resolution 2022-57 appointing members to the Weslaco Economic Development Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco EDC.) Attachment.
- C. Discussion and consideration on Resolution 2022-58 appointing members to the Animal Shelter Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment.

VI. OLD BUSINESS

- A. Presentation and discussion of the programing proposal from Boultinghouse Simpson Gates, and consideration of approval of a project program for the New Library/Library Renovation Project. Possible action. (Staffed by the Library Department.) Attachment.
- B. Discussion and re-consideration on the Final Plat for Gilberto Estates being a 4.56-acre out of farm tract 101, West & Adams Tract Subdivision, Weslaco, Hidalgo County, Texas Located on the Northeast corner of Mile 4 ½ W & Mile 10 N and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

VII. NEW BUSINESS

- A. Discussion and consideration to purchase Front End Commercial bins under sourcewell contract #040621-WQI from vendor Wastequip Manufacturing Company LLC. for an amount not to exceed \$60,639 authorizing a mid-year budget amendment, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- B. Discussion and consideration to purchase a 3-point boom mower attachment from

Buyboard contract #611-20, vendor Valadez Equipment & Trailer LLC, for an amount not to exceed \$38,845, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.

- C. Discussion and consideration to approve a Letter of Support to the Rio Grande Valley Metropolitan Planning Organization in support of the proposed passenger rail service S4 Higher-Speed Railroute between San Antonio and Brownsville, and authorize the Mayor to execute any related documents. Possible action. (Staffed by RGVMPO and Grant Writer.) Attachment.
- D. Discussion and consideration to approve the purchase of rescue tools from Siddons-Martin Emergency Group in the amount not to exceed \$40,330; funds approved through the FY 22-23 budget, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment.
- E. Discussion and consideration on request from Inframark for an amendment to expand the City's rebatable account to include chemicals and sludge with no CPI increase to the base for FY 2022-2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.) Attachment.
- F. Discussion and consideration to authorize the Weslaco Public Library to advertise and solicit prospective vendors to submit Request for Proposals (RFPs) for network equipment and internal connections within the New Library Facility through the confines of the Schools and Libraries Program of the Universal Service Administrative Fund (E-rate). Possible action. (Staffed by the Library Department.) Attachment.
- G. Discussion and consideration on the Interlocal Agreement between the County of Hidalgo and the City of Weslaco for certain improvements to Mile 10 North from Mile 6 to FM 1015 Phase II and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

- (1) the defendant had good reason to believe the disclosure was lawful; or
- (2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the Interim City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. 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 Fire Union (IAFF-WFFA Local 3207) as authorized by section §551.071 of the Texas Government Code.
- C. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at 901 N. Airport Drive as authorized by §551.072 of the Texas Local Government Code.
- D. Legal Consultation - Consultation with City Attorney regarding claims made against the City by Frankenmuth Surety and Castle Construction regarding the Police and Fire Station Project as authorized by Section §551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney regarding requirements and factors used in consideration of awarding bids, contracts and economic development projects as authorized by section §551.071 of the Texas Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 28th day of October on or before 5:00 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: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5686	
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 Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Raja Masilamony, from Seventh Day Adventists Church will lead the invocation. C. Mayor will lead the Pledge of Allegiance; Mayor Pro-Tem may lead the Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission updated as of MARCH 29, 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

Martin Garza, 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: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5928	
From:			
Subject: Weslaco Economic Development Corporation.			
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 Martin Garza		Created	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5929	
From:			
Subject: Weslaco Area Chamber of Commerce & Visitor Center.			
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 Martin Garza		Created	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5937	
From:			
Subject: Presentation by Inframark on the Annual Maintenance and Repair Cap underspent funds. (Requested by Inframark.)			
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):			
Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5691	
From:			
Subject: Approval of the Minutes of the Regular Meeting on October 18, 2022. (Staffed by City Secretary Department.) Attachment.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by the City Secretary.			
Staff Recommendation: Approve as submitted.			
Attachments, if any: 221018 minutes draft			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
OCTOBER 18, 2022**

On Tuesday, October 18, 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	Leo Muñoz
	Commissioner	Greg Kerr
	Commissioner	Letty Lopez
	Commissioner	JP Rodriguez
	Commissioner	Adrian Farias

ABSENT: None

STAFF PRESENT:	Martin Garza	Interim City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez	City Attorney

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Aida Vega, Deputy City Secretary, Rosie Cavazos, Interim Finance Director, Omar Rodriguez, Parks & Recreation Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Robert Lopez, Assistant Police Chief, Antonio Lopez, Fire Chief, Albert Aldana, City Engineer, David Arce, Deputy Public Works Director, Pete Garcia, Public Works Director, Martin Vela, IT Director, Cristina Garcia, PIO, Luz Galindo, HR Director 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, October 14, 2022.

B. Invocation.

Pastor Elias Garza Jr., Calvary Christian Center Church led the invocation.

C. Pledge of Allegiance.

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

D. Mayoral Recognition.

Mayor Suarez recognized Red Ribbon Week, proclaimed Texas Chamber of Commerce Week, and proclaimed Domestic Violence Awareness Month.

E. Roll Call.

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

II. PUBLIC COMMENTS

Jesus Mendoza commented on bullying as being a violent terroristic threat to children and requested the police department investigate and prosecute those individuals that incite children to be bullies.

III. REPORTS

A. Report by Inframark.

George Quilantan, Inframark, went over 2021 and 2022 September water flows for Water Treatment Plant, Wastewater Treatment Plant, South Wastewater Treatment Plant stating all were slightly down from last year; reported on upgrades done through ARPA funds at the Water Treatment Plant new chemical pumps and new computers for the SCADA system; North Wastewater Plant repairs to hoist for the chlorine cylinder, repairs to rotor blades, purchased a new return sludge pump, and rehab of the effluent well was done adding longevity; South Wastewater Plant new waste activated pump purchased, pulleys and bearings for motors and gear boxes at oxidation ditch done; reported on the Lift Stations 40 Mid-Point Estates replaced suction lines and flanges, Lift Station 2 Texas & Agostadero installed new pump, Lift Stations 43,44, and 45 at Harlon Block 2 new pumps for each and Lift Station 36 Mile 5 North and Border Ave. fence repaired as a result of burglary attempt.

IV. PUBLIC HEARING

Mayor Suarez opened the public hearing at 6:01p.m. for solicitation of comments for item A.

A. To solicit input in compliance with the Consolidated Plan for Community Planning and Development (CDBG) Urban County Program Fiscal Year 36 (2023) Needs Assessment Plan.

Rosie Cavazos, Interim Finance Director, stated this was the annual process from the public and organizations to request CDBG funds.

Anabel Zuniga, Center Manager Amigos Del Valle, stated they provide meals and activities for the elderly (60 and over); requested funds in the amount of \$10,000 to provide home delivered meals to eleven homebound senior citizens of Weslaco and courtesy visits for 165 days. And thanked the commission for their consideration and support.

Kin I. Mendoza, Nuestra Clinica Del Valle Inc. requested funds in the amount of \$15,000 to help provide services to 125 adults and children from Weslaco who are under insured or uninsured individuals and regardless of payment no one is turned away.

Rosie Cavazos stated CDBG funds have been allotted towards sewer line improvements in the past as well as allocating funds to requestors; estimated allotment for this year (2023) was \$285,000

and preliminary plans of funds are due to Hidalgo County November 11. Mayor Suarez requested staff evaluate the requested funding requests for eligibility and allot funds as available.

Mayor Pro Tem Pedraza seconded by Commissioner Muñoz moved to open the public hearing for B and C at 6:06 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

B. To solicit input on behalf of Javier Duran to rezone 835 N Martinez, also being Lot 1&2, Block 5, Villa Vista Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district.

No comments.

C. To solicit input on behalf of Tiki Land Company, LLC. to approve a Conditional Use Permit to operate an event center at 310 W IH 2 STE. 1&2, also being Lot 2, 400 West Expressway 83 Subdivision, Hidalgo County, Texas.

No comments.

Mayor Pro Tem Pedraza seconded by Commissioner Muñoz moved to close the public hearing for B and C at 6:07 p.m. The motion carried unanimously.

V. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine and the Governing Body has been furnished with background and support material on each item and will be acted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and voting on the Consent Agenda.

A. Approval of the Minutes of the Special Meeting on October 3, 2022. (Staffed by City Secretary Department.)

B. Approval to authorize the use of the Court Technology Fund to pay the yearly maintenance fee for Incode Court Annual Fees for Court Case Management, Police (non-Incode interface to Court), and the third-party system software AcuCorp Run Time not to exceed in the amount of \$12,937.40 and authorize the Mayor to sign and execute any related documents. (Staffed by Municipal Court.)

C. Approval to accept a Bullet-Proof Partnership Program Grant in the amount of \$4,174.50 with NO MATCH Required and NO RECURRING cost to purchase concealed body armour and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

D. Approval to accept BJA FY22 Edward Byrne Memorial Justice Assistance Grant Program #15PBJA-22-GG-02926-JAGX for the amount of \$11,811 with NO MATCH and NO RECURRING costs to purchase hardware and software that focuses on officer mental health and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

E. Approval on the renewal and payment to Rio Grande Valley Communications Group for the subscription term October 1, 2022 to September 30, 2023, total of \$58,540 and authorize the Mayor to execute any related documents. (Staffed by the Fire Department.)

F. Approval to apply for the FY23 Federal Aviation Administration's Building Better Airport Terminals grant in the amount of \$5,000,000 with a \$1,000,000 MATCH required for the planning and construction of a new General Aviation Terminal Building, with NO RECURRING FEES, and authorize the Mayor to execute any related documents. (Staffed by Grant Writer/Aviation Department.)

G. Approval on the renewal of a Public Purposes Services Contract with the Boys and Girl Club of Weslaco in the amount not to exceed \$75,000 for the public purpose services and activities in this contract, effective October 1, 2022 through September 30, 2023 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

H. Approval of Special Services Agreement on Hotel/Motel Room Occupancy tax proceeds between City of Weslaco and the following:

1) Weslaco Chamber of Commerce for \$284,160;
2) Frontera Audubon Society for \$48,000; and
3) Lower Rio Grande Valley Nature Center for \$40,000
and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)
Attachment.

I. Approval on the renewal of a Public Purposes Services Contract with Weslaco Bicultural Museum, d.b.a. Weslaco Museum of Local History and Cultural Art in an amount not to exceed \$69,100 effective October 1, 2022 through September 30, 2023 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

J. Approval to accept LCRA Community Development Grant Program in the amount of \$4,825 with NO MATCH and NO RECURRING costs to purchase Forcible Entry Equipment to furnish the new firetruck and authorize the Mayor to execute any related documents. (Staffed by Fire Department/Grant Writer.)

K. Approval to solicit bids for construction of sidewalk and concrete work improvements for various locations throughout the city and authorize the Mayor to execute any related documents. (Staffed by the Engineering Department.)

L. Approval on Resolution 2022-53 for closure of streets affecting state right-of-way on Texas Blvd from Pike to Sixth Street on December 10, 2022 for the annual Weslaco Lighted Christmas Parade, along with Santa Dash fun run hosted by RGV Theme Runs from 2:30 p.m. to 9 p.m.; approval of the use of City Hall parking lot to stage fun run participants for start and end of run, and provision of support from Weslaco PD, Public Works, Planning and Code Enforcement, Parks and Recreation Department and other related city departments; waive of appropriate fees from ordinances associated with event and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation for a proposed street closure affecting state right of-way. (Staffed by Engineering Department.)

M. Approval of the request from Weslaco Museum to hold their annual PAN DE CAMPO Fundraiser on November 5, 2022 from 6:00 pm to 10:00 pm; approval to close 5th Street between Texas Blvd and Missouri Ave., and authorizing public consumption of alcoholic beverages; waive of appropriate fees from ordinances associated with the event; also approval of use of tower lights, and provision of support from Weslaco PD, Public Works, Planning and Code Enforcement and other related city departments, and authorize the Mayor to execute any related documents. (Staffed by Interim City Manager.)

N. Approval for software maintenance and support renewal agreement for Tyler Technologies Incode system with Financial, Billing, Utility and Payroll software applications in the amount of \$57,615.15 and authorize the Mayor to execute any related documents. (Staffed by Information Technology Department.)

Commissioner Kerr seconded by Commissioner Lopez moved to approve consent agenda as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez changed the order of the day and introduced item H New Business. There was no objection.

VI. NEW BUSINESS

H. Discussion and consideration to approve the Final Plat for Gilberto Estates being a 4.56-acre out of farm tract 101, West & Adams Tract Subdivision, Weslaco, Hidalgo County, Texas Located on the Northeast corner of Mile 4 ½ W & Mile 10 N and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

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

Rebekah de la Fuente, Director of Planning and Code Enforcement, stated this was a six-lot subdivision inside city limits; serviced with water by North Alamo Water Supply Company and sewer by Off-Site Sewer Facility (OSSF) and developer requested a variance for sanitary sewer (OSSF). The Planning and Zoning Commission recommended approval of the final plat with variance. Staff recommended approval of the final plat with compliance with the ordinance on the variance.

In response to Mayor Suarez and Commissioner Muñoz; Rebekah stated there is no ordinance to prohibit septic tanks inside city limits; nearest sanitary sewer line is located 660 feet east of the intersection; went over the surrounding properties that are on septic tanks; stated a proposed development on Texas and Mile 10 the developer may extend a sewer line and once that sanitary sewer line is in place by ordinance those properties fronting Texas will have to connect to the sanitary sewer line and further stated this property the owner recently requested voluntary annexation.

In response to Mayor Suarez, Juan E. Gonzalez, City Attorney, stated although the property was a voluntary annexation, and no service plan was presented the City does not have to extend a sewer line and can allow OSSF. Rebekah stated a property whether inside or outside of city limits would have to connect to a sanitary sewer line once available by ordinance. Mayor Suarez voiced concern

on allowing septic tanks inside city limits. Martin Garza, Interim City Manager, agreed with the concern and the commission may need to address this in the future. Staff noted a developer who extends utilities can request a utility reimbursement for new development only, but existing properties must connect to the sewer line and the commission can consider approving the final plat and deny the variance or approve final plat with variance.

Mayor Pro Tem Pedraza withdrew his original motion.

Mayor Pro Tem Pedraza seconded by Commissioner Muñoz moved to approve Final Plat for Gilberto Estates being a 4.56-acre out of farm tract 101, West & Adams Tract Subdivision and deny the variance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Item I was introduced and there was no objection.

I. Discussion and re-consideration for the Final Plat for Mid Valley International Industrial Park – being a 146.09c.00-acre tract of land out of acre tract of land out of farm tract 1056, 1057 and 1058, Block 116, West Tract Subdivision, Weslaco, Hidalgo County, Texas Located on the Northeast corner of intersection Mile 9 & FM 1015 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated the final plat was previously approved; the developer combined several lots to accommodate the needs of potential buyers as well as re-designed the drainage areas. The City Engineer reviewed and approved the proposed new drainage areas. The Planning and Zoning Commission and staff recommended approval.

Commissioner Rodriguez seconded by Mayor Pro Tem Pedraza moved to approve re-consideration for the Final Plat for Mid Valley International Industrial Park as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Item J was introduced with no objection.

J. Discussion and consideration to approve the variance request to section 26-34 for Chelsea Park Villas Subdivision – being 6.83 acres also being the West 6.83 Acres of Chelsea Park Subdivision, Weslaco, Hidalgo County, Texas located on the Southwest Corner of W 9th & S. Border Avenue and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

Commissioner Muñoz abstained from discussion and vote.

Rebekah de la Fuente stated the developer requested dedication of 50-feet of right-of-way from centerline of the adjacent ditch; ordinance requires 75-feet dedication from the centerline of any adjacent ditch. The Planning and Zoning Commission recommended approval; staff recommended compliance of the ordinance to the variance request.

In response to Commission Farias, staff stated the design allows adequate area for maintenance upkeep for the ditches and noted it complies with the 50-year storm. In response to Mayor Suarez the outfall will end up discharging to pump station 3 at the levees.

Commissioner Farias seconded by Commissioner Lopez moved to approve variance request to section 26-34 for Chelsea Park Villas Subdivision as presented. The motion carried; Commissioner Muñoz abstained; Mayor Suarez was present and voting.

Item K was introduced with no objection.

K. Discussion and consideration to approve a variance from Subdivision Ordinance 26-37, on behalf of Rancho Brito, LLC., to defer the park fees from The Coves Subdivision to be assessed at building stage at builder's expense. Possible action. (Staffed by Planning and Code Enforcement Department.)

Commissioner Kerr seconded by Commissioner Lopez moved to approve.

Rebekah de le Fuente stated when land dedication is not given from residential and apartment development park fees are assessed prior to recordation in accordance with the city's Subdivision Ordinance; ordinance does allow for deferral of payment until the issuance of a building permit if approved by the Commission; tracking of each lot will be difficult for staff, a manual tracking system would need to be done to monitor who has and has not paid the park fees and staff will have to manually add the park fees to each permit. Staff further stated two similar requests were considered and action approved was the developer had to pay half up front and remainder of fees during the issuance of building permits and there were some oversights; the other request was denied with full payment required.

Carlos Garza, AEC Engineering, stated the owner has agreed to include in the HOA (Homeowners Association) that each purchaser will pay the park fee as well as the title company agreed during settlement in the closing statement the title company will include and collect the cost of park fee and send payment to the city eliminating staff tasked with tracking.

Mayor Suarez asked if the developer would consider paying half and remaining fees when lots sold. Commissioner Muñoz questioned and hesitant how this could be done through the closing cost as well as it being tied into the HOA of the subdivision that cannot be enforceable or controlled by the city.

Discussion ensued on options that included a note on the plat regarding park fees, stipulation on the HOA of the subdivision and for the developer to pay half now. Martin Garza voiced the concern for management would be a method of controlling and tracking for developments requesting this; stated ordinances are in place to ensure fairness and conformity for all involved and ensure appropriate funds are collected as necessary. The recommendation from staff is denial of variance.

Mr. Brito, owner, was advised staff recommendation was not to defer the park fees but if agreeable to pay half of the cost now as done in the past. Mr. Brito was agreeable in paying half now. Commissioner Muñoz also suggested half now and the remainder in a year.

The City Attorney recommended consistency of commission action and compliance with ordinances should be adhered to and agreed with staff recommendation.

With a motion on the floor, Mayor Suarez called for a vote. The motion failed with all opposed (0-7); Mayor Suarez was present and voting.

Mayor Suarez introduced item L. There was no objection.

L. Discussion and consideration to approve Resolution No. 2022-55 in support of the Mid-Valley Marathon in their efforts to bring awareness to the Mid Valley of the importance of exercise and diabetes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Antonio Lopez, Fire Chief, recommended approval stating the resolution supports the organizers of the Mid-Valley Marathon for their efforts in bringing a marathon to the area and introduced Mr. Mendoza.

Mr. Basilio Mendoza stated as a retired teacher and Coach he strives to promote excellence and awareness; enjoys coordinating events and participating in marathons; participated in the Boston Marathon that is considered a point-to-point marathon and wished to see that here with a beginning point in the City of Donna ending in City Harlingen a perfect race as it would be a straight path with participants utilizing Business 83. Mr. Mendoza also stated he wants to bring awareness to exercise and diabetes.

Commissioner Farias seconded by Commissioner Muñoz moved to approve Resolution No. 2022-55 in support of the Mid-Valley Marathon as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez introduced New Business item A with no objection received. Commissioner Muñoz departed the meeting at this time.

A. Discussion and consideration to approve Resolution No. 2022-54 for the Buyout of Service Agreement between the City of Weslaco and Military Highway Water Supply for Mid Valley Estates Subdivision and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this development is part of the Affordable Housing Project that has been approved; development location is within a dual Certificate of Convenience and Necessity (CNN) of North Alamo Supply Corporation (NAWSC) and Military Highway Water Supply Corporation Service (MHWSC) for water; developer has already pursued the buyout with NAWSC and moving forward with the buyout of MHWSC. Staff recommended approval noting legal has reviewed and approved.

Mayor Pro Tem Pedraza seconded by Commissioner Farias moved to approve Resolution No. 2022-54 for the Buyout of Service Agreement between the City of Weslaco and Military Highway Water Supply for Mid Valley Estates Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Javier Duran on Ordinance 2022-40 to rezone 835 N Martinez. Also being Lot 1&2, Block 5, Villa Vista Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood

business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-40. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twenty-five property owners were notified with no objection received; proposed use is commercial and in compliance with the 2040 Land Use Map and surrounding areas. The Planning and Zoning Commission and staff recommended approval.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve Ordinance 2022-40 to rezone 835 N Martinez as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Tiki Land Company, LLC. to approve a Conditional Use Permit to operate an event center at 310 W IH 2 STE. 1&2, also being Lot 2, 400 West Expressway 83 Subdivision, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twelve property owners were notified with no objection received; applicant proposes an event center and the Planning and Zoning Commission, and staff recommended approval.

Commissioner Rodriguez seconded by Mayor Pro Tem Pedraza moved to approve a Conditional Use Permit to operate an event center at 310 W IH 2 STE. 1&2 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve the Final Plat for Rock Ridge – being 15.092 acres out of Farm Tract 631 & 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 500 ft west of Bus. 83 and Westgate on the south side of Bus. 83 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 three-lot subdivision inside city limits; proposed use for lot 1 is commercial and lots 2 and 3 townhomes; serviced by water and sewer by the city. The Planning and Zoning Commission and staff recommended approval.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve Final Plat for Rock Ridge – being 15.092 acres out of Farm Tract 631 & 633, West and Adams Tract Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to approve the Final Plat for Pike Terrace - being a 36.092-acre out of Farm Tract 163, Block 178, The West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas Located on the southwest corner of W. Pike Blvd. and Milanos Rd 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 hundred five-lot subdivision inside city limits; serviced with water and sewer from NAWSC; developer oversized a sanitary sewer line to a 12-

inch and city approved a utility reimbursement agreement; development use will be four-plex's. The Planning and Zoning Commission and staff recommended approval.

Commissioner Rodriguez seconded by Mayor Pro Tem Pedraza moved to approve Final Plat for Pike Terrace - being a 36.092-acre out of Farm Tract 163, Block 178, The West and Adams Tract Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to approve the Final Plat for Sayyed Commercial Development being a 2.960-acre out of Farm Tracts 1065, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas Located on the Southeast corner of Mile 11 North & FM 1015 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-lot subdivision outside city limits; serviced with water from NAWSC and sewer from the city and would be a one commercial use lot. The Planning and Zoning Commission and staff recommended approval.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve Final Plat for Sayyed Commercial Development being a 2.960-acre out of Farm Tracts 1065, West and Adams Tract Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to approve the Final Plat for Mi Fortuna Estates being a 4.52-acre out of Farm Tract 790, West Tract Subdivision, Weslaco, Hidalgo County, Texas Located on the Southwest corner of Mile 5 North Road & S. 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 an eight-lot subdivision inside city limits; serviced with water and sewer from the city; lots 1-6 will be residential and lots 7-8 apartments. The Planning and Zoning Commission and staff recommended approval.

Commissioner Rodriguez seconded by Commissioner Lopez moved to approve Final Plat for Mi Fortuna Estates being a 4.52-acre out of Farm Tract 790, West Tract Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration of an Affiliation Agreement with Southern Careers Institute for Externship Program at no cost to the City and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Luz Galindo, Human Resources Director, stated this was an on-line six-week externship program that allows students to gain clinical/externship experience within our organization; no cost to the city and students would be from Weslaco; is a two-year agreement with option to cancel at any time. Staff recommended approval.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve Affiliation Agreement with Southern Careers Institute for Externship Program at no cost to the City as presented. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration to approve Ordinance 2022-41 authorizing and allowing under the act governing the TMRS system "Updated Service Credit" and establishing an effective date for such actions and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2022-41 Possible action. (Staffed by Human Resources Department.)

Luz Galindo stated this is an annual request to allow updated service credits; calculations for retirement purposes would be at the employee's highest wages that is retroactive to their date of employment stating there are eight employees under this provision.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve first and final reading of Ordinance 2022-41 authorizing "Updated Service Credit as presented. The motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration to approve award of bid with sole bidder, FR Green Thumb Landscaping of Edinburg, Texas for RFB 2021-22-36 Judge Gilbert Garza Soccer Field Project in amount not to exceed \$271,065; and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez, Parks and Recreation Director, stated staff negotiated a base bid reduction cost of \$53,555. Staff recommended to accept the negotiated bid from FR Green Thumb Landscaping.

Commissioner Rodriguez seconded by Mayor Pro Tem Pedraza moved to approve and award bid with sole bidder, FR Green Thumb Landscaping of Edinburg, Texas for RFB 2021-22-36 Judge Gilbert Garza Soccer Field Project in amount not to exceed \$271,065 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion and consideration on first and final reading of Ordinance 2022-42 authorizing the installation of a four-way stop sign at Dallas Street and Anaqua and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2022-42. Possible action. (Staffed by Police Department.)

Robert Lopez, Assistant Chief of Police, stated the installation of a four-way stop sign would address complaints received and alleviate the speed in this area; city has general authority to do so; TXDOT contacted, and no traffic analysis required for this. Staff recommended approval.

Commissioner Farias seconded by Commissioner Rodriguez moved to approve first and final reading of Ordinance 2022-42 authorizing the installation of a four-way stop sign at Dallas Street and Anaqua as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Q. Discussion and consideration of the purchase of a new Peterbilt 548-Dump Truck from Buyboard vendor 601-19 Rush Truck Center for \$182,663 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from vote and discussion.

David Arce, Deputy Public Works Department, requested approval for the purchase of a new Peterbilt 548 Dump Truck from BuyBoard vendor 601-19 Rush Truck Center of Pharr; will be used daily for street material and any other projects; funding approved last year but there will be a

shortfall because of inflation. Staff recommended approval and will reallocate funds within the budget. Delivery will be September 2023.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve the purchase of a new Peterbilt 548-Dump Truck from Buyboard vendor 601-19 Rush Truck Center for \$182,663 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

R. Discussion and consideration to purchase 2 new John Deere Z970R ZTrak mowers from Buyboard vendor Deere & Company 611-20 (Tellus Equipment Solutions) for an amount not to exceed \$17,000 each and authorize the Mayor to execute any related documents. Possible action. (Staffed by Works Department.)

Commissioner Farias abstained from vote and discussion.

David Arce currently stated one mower in place and recommended the same mowers be purchased; will be used for the alleys and right of ways task force team; funding approved out of drain ditch operations. Staff recommended approval with a delivery date of April 2023.

Commissioner Rodriguez seconded by Commissioner Lopez moved to approve purchase 2 new John Deere Z970R ZTrak mowers from Buyboard vendor Deere & Company 611-20 (Tellus Equipment Solutions) for an amount not to exceed \$17,000 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

VII. EXECUTIVE SESSION

At 7:14 p.m. Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:18 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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. 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 Fire Union (IAFF-WFFA Local 3207) as authorized by section §551.071 of the Texas Government Code.

Commissioner Rodriguez seconded by Commissioner Lopez moved to authorize the negotiating team to continue negotiations with the Fire Union as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

C. Legal Consultation - Consultation with the City Attorney regarding the Water and Wastewater System Operation and Maintenance Agreement between Inframark, LLC and the City of Weslaco, Texas as authorized by §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.

IX. ADJOURNMENT

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to adjourn the meeting of October 18, 2022, at 8:19 p.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: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5923	
From: REBEKAH DE LA FUENTE			
Subject: Approval on Ordinance 2022-40 to rezone 835 N Martinez. Also being Lot 1&2, Block 5, Villa Vista Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district and authorize the Mayor to execute any related documents. (First reading held October 18, 2022; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-1 neighborhood business district. Twenty-five (25) property owners within 200 feet of the applicant's property were notified by letter on September 23, 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 the City Commission appeared in The Monitor on September 19, 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 held October 5, 2022			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Planing and Zoning Commission and staff.			
Staff Recommendation: Staff recommends approval based on 2040 land use map and surrounding land use.			
Attachments, if any: Rezone-835 N Martinez- Memo, 835 N Martinez-attachments, 835 N Martinez, O2022-40 rezone 835 N. Martinez			
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

Martin Garza, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 835 N Martinez

DATE: October 11, 2022

The property owner is proposing a commercial type of use for this property use for this location. The proposed site is located on the corner of E Pike and Martinez Avenue which is surrounded by mixed use properties. The proposed use is in compliance with the 2040 Land Use Map and surrounding areas. No petitions have been received for against this item.

The Planning & Zoning Commission recommended approval based on the 2040 land use map and 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. RZNE-000309-2022

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 1 & 2 Block 5

Subdivision Name Villa Vista

Street Address 835 N Martinez

Existing Zoning Residential Existing Land Use R-1

Proposed Zoning Commercial Proposed Land Use B-1

- ☒ \$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 Javier Duran Phone (956) 766-0013

Address 905 Lantana Ln Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: thefactoryonfire@gmail.com

OWNER

Name Javier & Karla Duran Phone (956) 766-0013

Address 905 Lantana Ln Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: thefactoryonfire@gmail.com

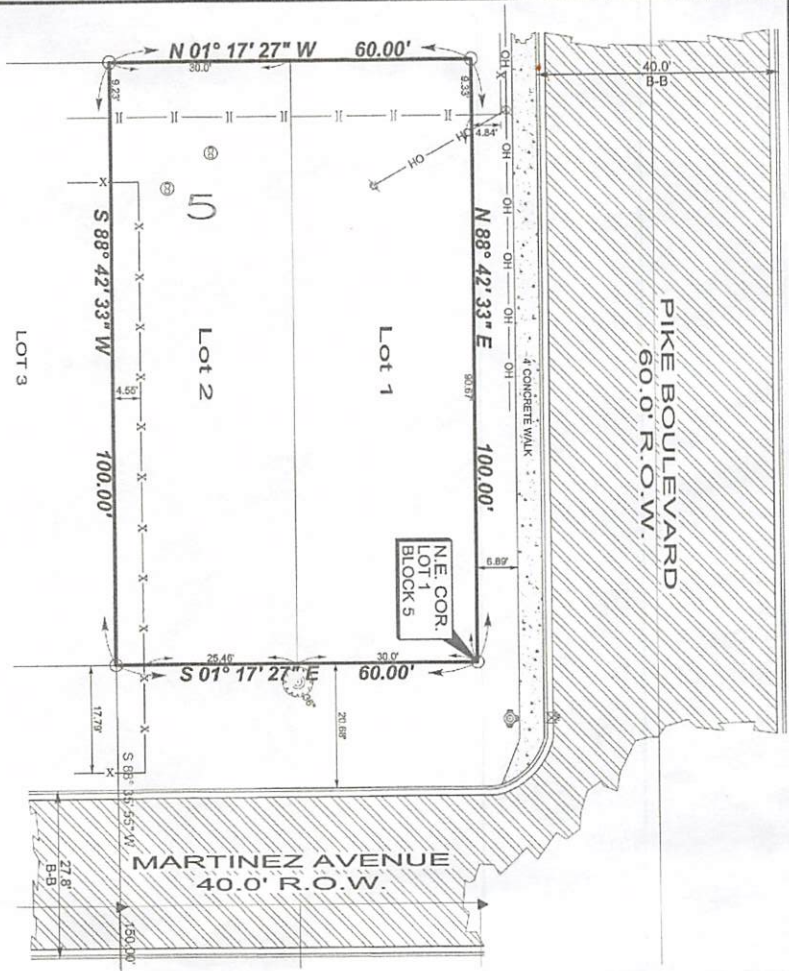
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature [Signature] Date 9-14-2022
Owner

Signature [Signature] Date 9-14-2022
Applicant

Signature _____ Date _____
Authorized Agent

PIKE BOULEVARD
60.0' R.O.W.



ADDRESS: MARTINEZ AVENUE
WESLACO, TEXAS
FOR:

- NOTES:
1. THIS PLAT IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
 2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A REBAR OR COTTON PICKER SPINDLE. EASMENTS AFFECTING THIS TRACT, THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASMENTS MAY AFFECT THIS TRACT.
 3. ALL BEARINGS AND DISTANCES ARE BASED ON GROUND COORDINATES.

N 165° 39' 45" W
E 115° 51' 59" W

PLAT SHOWING
LOTS 1 AND 2
BLOCK 5
VILLA VISTA SUBDIVISION
VOLUME 7, PAGE 50, H.C.M.R.
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS

SCALE 1"=20'
BEARING BASIS: AS PER TEXAS
COORDINATE SYSTEM OF 1983, TEXAS SOUTH

- LEGEND**
- FOUND NO. 4 REBAR
 - FOUND COTTON PICKER SPINDLE
 - SET NO. 4 REBAR WITH PLASTIC
 - CAP STAMPED MEIDEN & HUNT
 - POWER POLE
 - SERVICE POLE
 - FIRE HYDRANT
 - WATER VALVE
 - CLEANOUT
 - SQUAREWIRE FENCE
 - CHAIN LINK FENCE
 - OVERHEAD POWER LINE
 - CONCRETE AREA
 - ASPHALT AREA
 - B-B - BACK OF CURB TO BACK OF CURB
 - R.O.W. - RIGHT OF WAY
 - H.C.M.R. - HIDALGO COUNTY MAP RECORDS
 - N.E. COR. - NORTHEAST CORNER
 - TREE (SIZE AS NOTED)

FLOOD ZONE
ZONE "C"
AREAS OF ANNUAL FLOODING
COMMUNITY PANEL NUMBER: 45235 005 B
MAP REVISED: MARCH 4, 1980

MEIDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
227 N. F.M. 3167
RIO GRANDE CITY, TX 78252
PH: (956) 487-8256
FAX: (956) 488-8591

BOOK T-1031, PG. 72-73
DATE: 05/01/2017
DRAWN BY: J.C.J.L.G.
ESTABLISHED 1947
www.meidenandhunt.com

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND ON 3/9/17 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

FRED L. KURTH, RPLS No. 4750
DATE: 5-17



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

Martin Garza, Interim City Manager

PLANNING DEPARTMENT

September 23, 2022

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, October 5, 2022, and the City Commission will hold a public hearing on October 18, 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 October 5, 2022. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

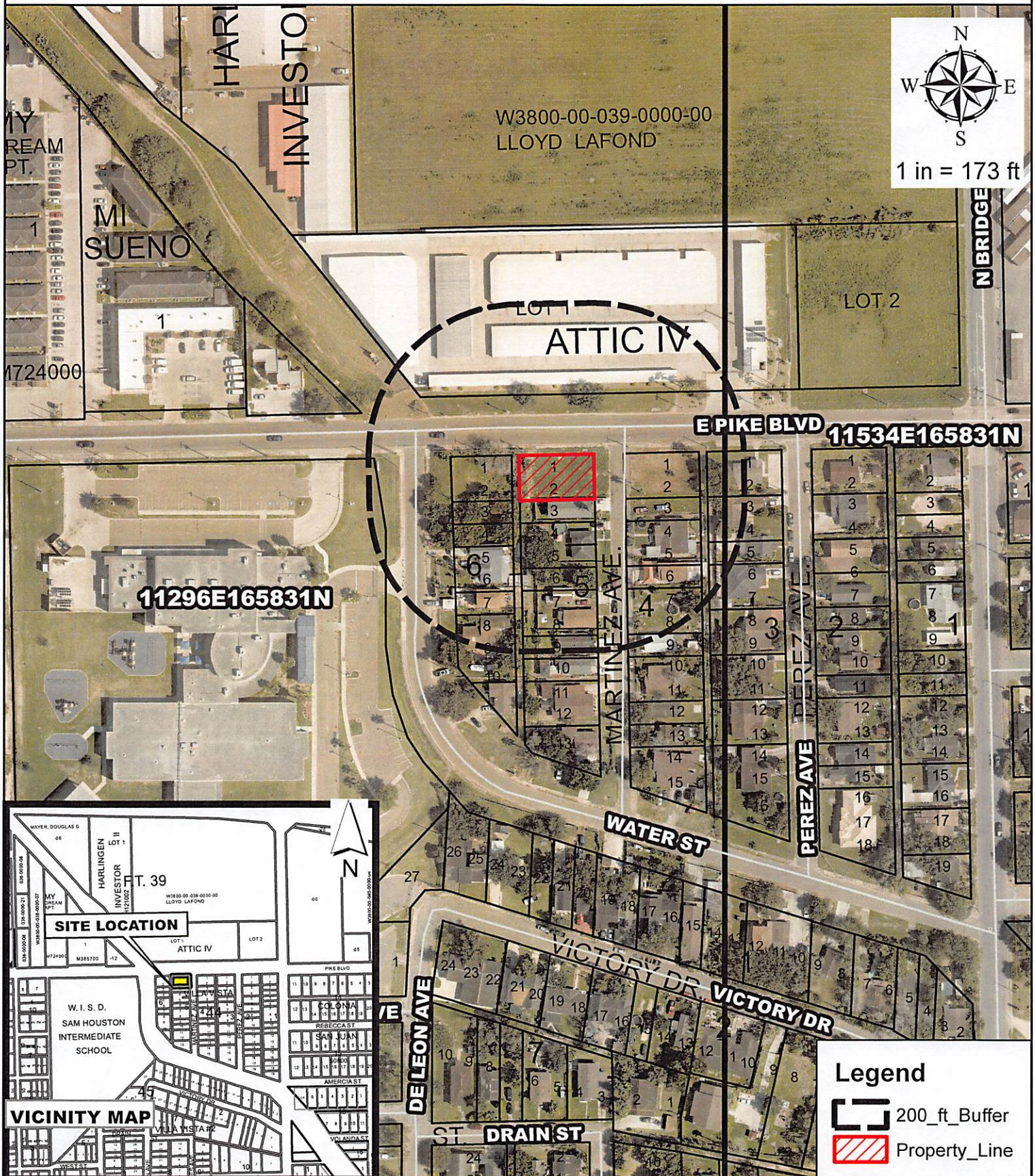
Javier Duran is requesting to rezone 835 N. Martinez. Also being Block 5, Lot 1 & 2, Villa Vista Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district.

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

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

Sincerely,

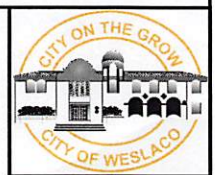
Rebekah de la Fuente, CFM
Planning Director



Javier Duran
835 N. Martinez St.
Villa Vista No. 1

Purpose for the Rezone Request

Existing zoning:	R-1
Existing land use:	Vacant Land
Prop Zone:	B-1



SEP 15, 2022

AATTIC IV LP 2805 S 77 SUNSHINE STRIP HARLINGEN TX 78550	A6320-04-000-0001-00 ATTIC 4 LOT 1 799 E PIKE BLVD	L: 377664 B: 879329
RODRIGUEZ DIANA C 714 E PIKE BLVD WESLACO TX 78596	V3800-01-003-0001-00 VILLA VISTA NO. 1 BLK 3 LOTS 1 & 2 714 E PIKE BLVD	L: 30000 B: 11588
RODRIGUEZ DIANA C 714 E PIKE BLVD WESLACO TX 78596	V3800-01-003-0003-00 VILLA VISTA NO. 1 LOTS 3 & 4 BLK 3 831 N PEREZ AVE	L: 21300 B: 34841
RODRIGUEZ DIANA C 714 E PIKE BLVD WESLACO TX 78596	V3800-01-003-0005-00 VILLA VISTA NO. 1 LOT 5 BLK 3 0 N PEREZ AVE	L: 10650 B: 25132
RODRIGUEZ DIANA C 714 E PIKE BLVD WESLACO TX 78596	V3800-01-003-0006-00 VILLA VISTA NO. 1 LOTS 6 & 7 BLK 3 825 N PEREZ AVE	L: 21300 B: 69549
DURAN JAVIER & KARLA 905 LANTANA WESLACO TX 78599	V3800-01-004-0001-00 VILLA VISTA NO. 1 BLK 4 LOTS 1 & 2 832 N MARTINEZ AVE	L: 21300 B: 0
KARLE FRED G PO BOX 1064 SAN BENITO TX 78586	V3800-01-004-0003-00 VILLA VISTA NO. 1 BLK 4 LOT 3 830 N MARTINEZ AVE	L: 10650 B: 0
JUAREZ HILARIO G 728 VICTORY DR WESLACO TX 78596	V3800-01-004-0004-00 VILLA VISTA NO. 1 BLK 4 LOTS 4 & 5 828 N MARTINEZ AVE	L: 21300 B: 36044
SALINAS GUSTAVO & MARICRUZ 818 N MARTINEZ AVE WESLACO TX 78596	V3800-01-004-0006-00 VILLA VISTA NO. 1 BLK 4 LOT 6 818 N MARTINEZ AVE	L: 10650 B: 31412
AGUIRRE ANDREW 3018 HERMOSILLO ST WESLACO TX 78596	V3800-01-004-0007-00 VILLA VISTA NO. 1 LOTS 7 & 8 BLK 4 0 MARTINEZ AVE	L: 21300 B: 0
SOLIS LAURA K 820 N MARTINEZ AVE WESLACO TX 78596	V3800-01-004-0009-00 VILLA VISTA NO. 1 LOT 9 BLK 4 820 N MARTINEZ AVE	L: 10650 B: 18584
R & A REAL ESTATE 1609 DAVENPORT WESLACO TX 78596	V3800-01-005-0003-00 VILLA VISTA NO. 1 BLK 5 LOT 3 831 N MARTINEZ AVE	L: 10650 B: 44366

SEP 15, 2022

RODRIGUEZ VICTOR HUGO ESTEFANY J ORENDAIN 829 N MARTINEZ AVE WESLACO TX 78596	V3800-01-005-0004-00 VILLA VISTA NO. 1 BLK 5 LOTS 4 & 5 829 N MARTINEZ AVE	L: 21300 B: 24365
CARDENAS ROSENDO & JULITH O PO BOX 186 MOUNT ANGEL OR 97362	V3800-01-005-0006-00 VILLA VISTA NO. 1 BLK 5 LOT 6 827 N MARTINEZ AVE	L: 10650 B: 0
MUNIZ LORENA 509 N SINCLAIR WESLACO TX 78596	V3800-01-005-0007-00 VILLA VISTA NO. 1 LOTS 7 & 8 BLK 5 0 MARTINEZ AVE	L: 21300 B: 20782
MARTINEZ, JOSE LUIS RR 1 BOX 201A MERCEDES TX 78570-9036	V3800-01-005-0008-00 VILLA VISTA #1 BLK 5 LT 8 0 MARTINEZ AVE	L: 10050 B: 9920
CARDENAS ESEQUIEL 809 N MARTINEZ AVE WESLACO TX 78596	V3800-01-005-0009-00 VILLA VISTA NO. 1 BLK 5 LOT 9 809 N MARTINEZ AVE	L: 10650 B: 18982
MARTINEZ CONCHA R C/O ILDEFONSO S MARTINEZ SR 3143 N JENNINGS RD FLINT MI 48504	V3800-01-006-0001-00 VILLA VISTA NO. 1 BLK 6 LOTS 1 & 2 706 E PIKE BLVD	L: 17210 B: 18604
MARTINEZ VICTOR C/O ILDEFONSO S MARTINEZ SR 3143 N JENNINGS RD FLINT MI 48504	V3800-01-006-0003-00 VILLA VISTA NO. 1 BLK 6 LOT 3 0 WATER ST	L: 8605 B: 0
MARTINEZ PABLO C/O ILDEFONSO S MARTINEZ SR 3143 N JENNINGS RD FLINT MI 48504	V3800-01-006-0004-00 VILLA VISTA NO. 1 BLK 6 LOT 4 0 WATER ST	L: 8605 B: 0
HERRERA DIANNA MARIA HERLINDA HERRERA 808 WATER ST WESLACO TX 78599	V3800-01-006-0005-00 VILLA VISTA NO. 1 BLK 6 LOT 5 & 6 810 WATER ST	L: 17210 B: 59636
HERRERA, FRANCISCO & MARIA 810 WATER ST WESLACO TX 78596-4928	V3800-01-006-0006-00 VILLA VISTA #1 BLK 6 LT 6 810 WATER ST	L: 8242 B: 0
HERRERA FRANCISCO & DIANA 808 WATER ST WESLACO TX 78596	V3800-01-006-0007-00 VILLA VISTA NO. 1 BLK 6 LOT 7 808 WATER ST	L: 8605 B: 68863
VALDEZ JUVENTINO JR & MARGARITA 806 WATER ST WESLACO TX 78596	V3800-01-006-0008-00 VILLA VISTA NO. 1 BLK 6 LOTS 8 9 & 10 806 WATER ST	L: 24527 B: 52667

SEP 15, 2022

WESLACO ISD

W3800-00-045-0000-00

L: 710982

WEST TRACT OUT-NW PT-N PT LOT 45

PO BOX 266

B: 3459863

WESLACO TX 78599

608 N CANTU

DUPLICATE TAX RECEIPT



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

Certified Owner:

DURAN JAVIER & KARLA E
3000 W SUGAR CANE DR
WESLACO, TX 78599-3235

Legal Description:

VILLA VISTA #1 BLK 5 LTS 1-2

Parcel Address: MARTINEZ AVE
Legal Acres: 0.0689

Remit Seq No: 45419384

Receipt Date: 12/22/2020

Deposit Date: 12/22/2020

Print Date: 12/29/2020 02:30 PM

Printed By: PATRICIA9

Appr. Dist. No.: 315271

Deposit No: ED20357106DB
Validation No: 900000059430495

Account No: V3800-01-005-0001-00

Operator Code: LUCERO106

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2020	Hidalgo County	TL	10,650	0.575000	61.24	0.00	0.00	61.24
2020	Drainage Dist #1	TL	10,650	0.102600	10.93	0.00	0.00	10.93
2020	City Of Weslaco	TL	10,650	0.696700	74.20	0.00	0.00	74.20
2020	Weslaco Isd	TL	10,650	1.018900	108.51	0.00	0.00	108.51
2020	South Texas Isd	TL	10,650	0.049200	5.24	0.00	0.00	5.24
2020	South Texas College	TL	10,650	0.171800	18.30	0.00	0.00	18.30
					\$278.42	\$0.00	\$0.00	\$278.42

> - -

- - <

Check Number(s):
1213

PAYMENT TYPE:

Checks: \$278.42

Exemptions on this property:

Total Applied: \$278.42

Change Paid: \$0.00

Account No: V3800-01-005-0001-00
PAYER: 28945763
RIO GRANDE FINANCIAL LP
PO BOX 1000
MISSION, TX 78573

Date : 12/31/2021

Receipt No : 211231-215

Rio Grande Financial LP
P.O. Box 1000, Mission, TX 78573
Edinburg : 956-383-3222 or 956-583-1114

Customer (1) : Javier Duran
Customer (2) : Karla Duran

HPhone : 956-766-0013
HPhone : 956-789-5365

Mailing Address : 905 Lantana Lane, Weslaco, TX 78596
Lot ID / Address : **VV1-1&2** 833 N. Martinez, Weslaco, TX 78596

Beginning Escrow Balance : \$ 339.17

These funds were withdrawn from your escrow account

Paid 2021 Property Taxes : \$ 276.84

Ending Escrow Balance : \$ 62.33 ☒ Over ☐ Short

One Time Payment of \$ 0.00

DUE NOW

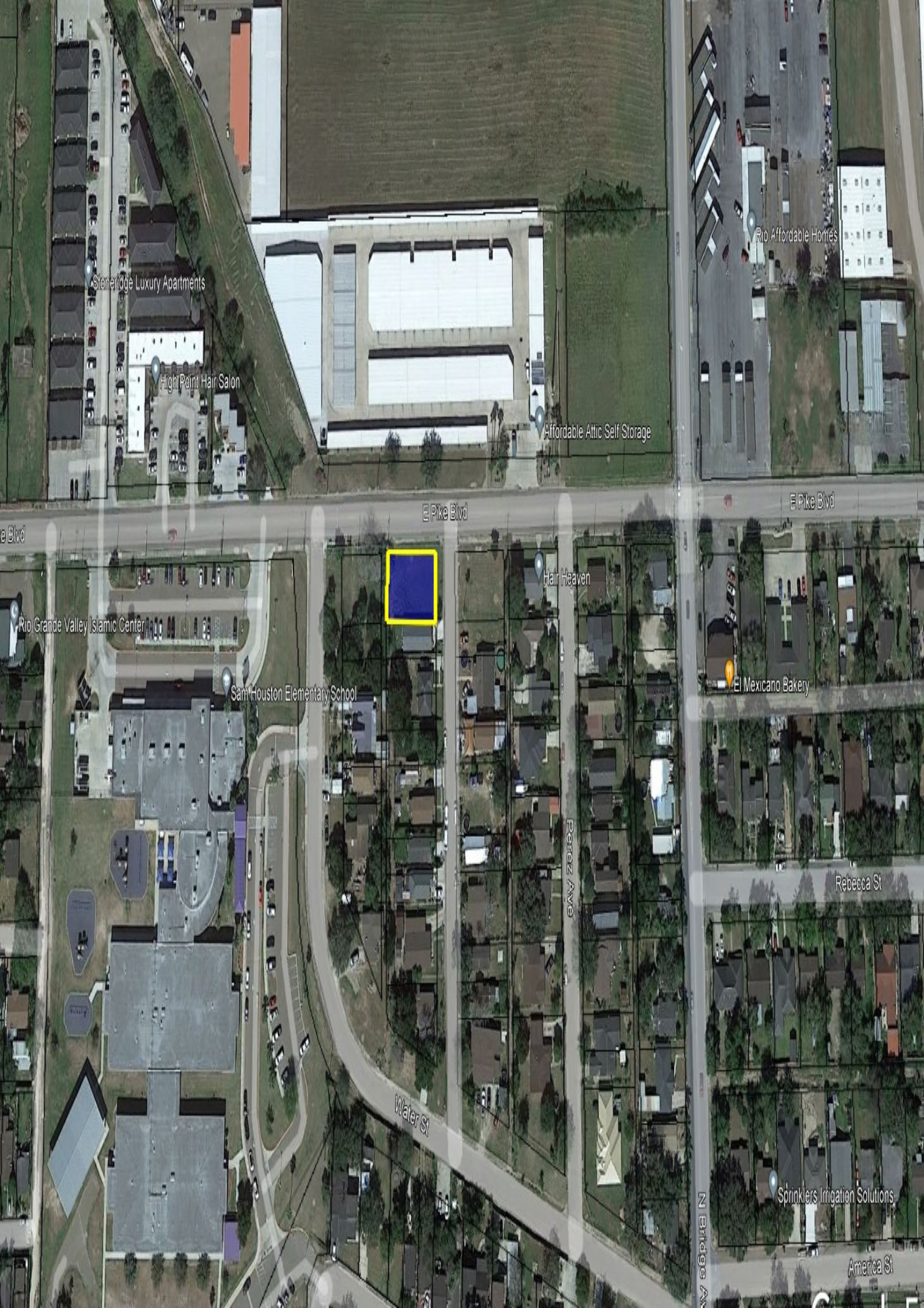
Previous Monthly Escrow : \$ 25.00

New Monthly Escrow : \$ 23.00

For 2022 Your Escrow Payment ☐ Increases by \$ _____
☒ Decreases by \$ 2.00
☐ Remains the same

If you would like a copy of your paid Property Tax receipt from the HILDALGO County Tax Office, please let us know

This Receipt may be used for support of your paid property taxes for your tax return.



Stonewall Luxury Apartments

High Point Hair Salon

Affordable Attic Self Storage

Rio Affordable Homes

E Pike Blvd

E Pike Blvd

Rio Grande Valley Islamic Center

Sam Houston Elementary School

Hair Heaven

El Mexicano Bakery

Rebecca St

Sprinklers Irrigation Solutions

America St

Water St

Perez Ave

N Bridge Ave

ORDINANCE NO. 2022-40

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 835 N MARTINEZ. ALSO BEING LOT 1&2, BLOCK 5, VILLA VISTA SUBDIVISION, HIDALGO COUNTY, TEXAS FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One Family Dwelling District to B-1 neighborhood business district located at 835 N Martinez. Also being Lot 1&2, Block 5, Villa Vista 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 18th day of October, 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of November 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: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5906	
From:			
Subject: Approval to apply for the Cybersecurity and Infrastructure Security Agency (CISA) and Federal Emergency Management Agency (FEMA) FY22 State and Local Cybersecurity Grant Program in the amount of \$49,500 with a \$5,500 MATCH required for the purchase of FortiGuard Incident Readiness Subscription Service, with NO RECURRING FEES, and authorize the Mayor to execute and related documents. (Staffed by IT Department/Grant Writer.)			
Background: The goal of the State and Local Cybersecurity Grant Program (SLCGP) is to help states, local governments, rural areas, and territories address cybersecurity risks and cybersecurity threats to information systems. The program enables DHS to make targeted cybersecurity investments in state, local and territorial government agencies, thus improving the security of critical infrastructure and resilience of the services that state, local, and territorial governments provide to their communities. Fortinet offers security leaders the ability to better prepare, rapidly respond, and take the most effective actions at every step, with FortiGuard Incident Readiness Subscription Service.			
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):			
Maggie Perez Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by IT Director.			
Staff Recommendation:			
Attachments, if any:			

Responsibilities upon Approval:
--



Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5914	
From: David Arce			
Subject: Approval to solicit bids for Waterworks Storm, Collection and Distribution materials and supplies and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)			
Background: Utilities supplies list			
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):			
LUCERITO ESPINOZA Pete Garcia Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Public Works Department.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2022 Solicit bids utilities divison, MATERIALS LIST 2023			
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

Martin Garza, Interim City Manager

Date: November 1, 2022

To: City Commission

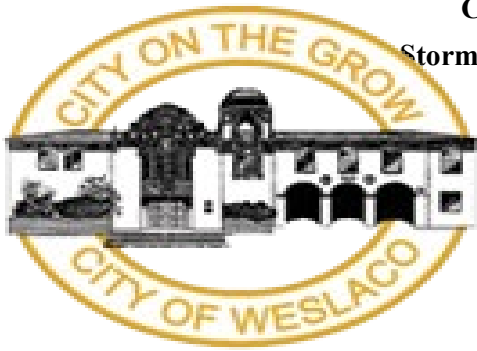
From: David Arce, Deputy Public Works Director

Subject: SOLICIT BIDS FOR UTILITIES DIVISION

Cc: Martin Garza, Interim City Manager
Rosie Cavazos, Interim Finance Director

Public Works is requesting approval to solicit bids for utilities division annual supply list to include pipe, valves, saddles, fittings etc. Items individually are under the purchasing threshold but accumulative will surpass the \$25,000 allowed in our purchasing policy. We will bring item back for commission approval at a later meeting.

Staff recommends approval



CITY OF WESLACO
Storm, Collection and Distribution Materials
Specifications

Part A: Full Circle Clamps & Couplings					
Item No.	Qty	Product Description		Unit Price	Item Total
1	1	2X7 1/2 FCC 2.35-2.63 O.D.	stainless steel		
2	1	2X12 1/2 FCC 2.35-2.63 O.D.	stainless steel		
3	1	3 x 7 1/2 3.73-4.00 FCC Clamp	stainless steel		
4	1	3 x 12 1/2 3.73-4.00 FCC Clamp	stainless steel		
5	1	4X7 1/2 FCC 4.45-4.73 O.D.	stainless steel		
6	1	4X7 1/2 FCC 4.74-5.14 O.D.	stainless steel		
7	1	4X7 1/2 FCC 4.95-5.35 O.D.	stainless steel		
8	1	6X7 1/2 FCC 6.84-7.24 O.D.	stainless steel		
9	1	6X7 1/2 FCC 7.05-7.45 O.D.	stainless steel		
10	1	6X12 1/20FCC 7.05-7.45 O.D.	stainless steel		
11	1	6X12 1/20FCC 7.45-7.85 O.D.	stainless steel		
12	1	6X30 FCC 6.84-7.24 O.D.	stainless steel		
13	1	6X30 FCC 7.45-7.85 O.D.	stainless steel		
14	1	6X20 FCC 6.84-7.24 O.D.	stainless steel		
15	1	8X7 1/2 FCC 8.99-9.39 O.D.	stainless steel		
16	1	8X12 1/2 FCC 8.99-9.39 O.D.	stainless steel		
17	1	8X7 1/2 FCC 9.27-9.67 O.D.	stainless steel		
18	1	8X20 FCC 8.99-9.39 O.D.	stainless steel		
19	1	8X30 FCC 8.99-9.39 O.D.	stainless steel		
PAGE 1					

Part A cont'd: Full Circle Clamps & Couplings					
Item No.	Qty	Product Description		Unit Price	
20	1	8X30 FCC 9.27-9.67 O.D.	stainless steel		
21	1	8X20 FCC 9.27-9.67 O.D.	stainless steel		
22	1	12X12 1/2 FCC 13.10-13.50 O.E	stainless steel		
23	1	12X20 FCC 13.10-13.50 O.D.	stainless steel		
24	1	12X20 FCC 14.10-14.40 O.D.	stainless steel		
25	1	6" Quantum or equal			
26	1	8" Quantum or equal			
27	1	12 Quantum AC-PVC / DR18			
28	1	3/4 X 3 Leak Repair Clamp. 1.05 O.D.			
29	1	1 x 3 Leak Repair Clamp			
30	1	1 1/4 X 3 Leak Repair Clamp. 1.66 O.D.			
31	1	2 X 3 Leak Repair Clamp 2.37 O.D.			
32	1	3/4"-3 Part Union CTS Comp. X CTS Comp.			
33	1	1" 3 Part Union CTS Comp. X CTS Comp.			
34	1	6X12 1/2 FCC 6.84-7.24 O.D.			
35	1	8X12 1/2 FCC 9.27-9.67 O.D.			
36	1	1"X3/3X13.5 U Branch CTS x MIPT			
37	1	1"X5/8X3/4 CTS Comp.X MN Angle Stop			
38	1	12X20 FFC 14.10-14.40	stainless steel		
39	1	10X12 1/2 FCC O.D. 11.04-11.4	stainless steel		
40	1	10X20 FCC O.D. 11.04-11.44	stainless steel		
41	1	8X20 FCC O.D. 9.40-9.50	stainless steel		

42	1	8X12 1/2 FCC O.D. 9.27-9.67	stainless steel		
43	1	6X12 1/2 FCC O.D. 6.84-7.24	stainless steel		
44	1	6X20 FCC O.D. 6.84-7.24	stainless steel		
45	1	6 X 20 FCC 7.05 - 7.45	stainless steel		
PAGE 2					

Part A cont'd: Full Circle Clamps & Couplings

Item No.	Qty	Product Description
----------	-----	---------------------

46	1	6 X 20 FCC 7.45 - 7.85	stainless steel		
47	1	16 x 20 double band f.c.c.for C900	17.15	17.90	
48	1	16 x 20 triple band f.c.c for A/C	18.00/19.20		
49	1	18x20 triple band f.c.c.for C/I & C900	19.50/20.70		
50	1	1 1/4 Dresser Coupler (Smith Blair)			
51	1	1 1/2 Dresser Coupler (Smith Blair)			
52	1	1" Dresser Coupler (Smith Blair)#411-105			
53	1	.75 Dresser Couplers 411-105			
54	1	2" Dresser Couplers 411-105			
55	1	ALPHA Restrained Joint 4"	4.50-4.90		
56	1	ALPHA Restrained Joint 6"	6.60-7.00		
57	1	ALPHA Restrained Joint 8"	8.60-9.10		
58	1	ALPHA Restrained Joint 10"	10.75-11.20		
59	1	ALPHA Restrained Joint 12"	12.75-13.30		
60	1	ALPHA XL Restrained Joint 4"	4.80-5.10		
61	1	ALPHA XL Restrained Joint 6"	6.90-7.20		
62	1	ALPHA XL Restrained Joint 8"	9.05-9.40		
63	1	ALPHA XL Restrained Joint 10"	11.10-11.45		
64	1	ALPHA XL Restrained Joint 12"	13.20-13.60		
65	1	ALPHA Restrained End CAP 4"	4.50-4.90		
66	1	ALPHA Restrained End CAP 6"	6.60-7.00		
67	1	ALPHA Restrained End CAP 8"	8.60-9.10		
68	1	ALPHA Restrained End CAP 10"	10.75-11.20		
69	1	ALPHA Restrained End CAP 12"	12.75-13.30		
70	1	ALPHA XL Restrained End CAP 4"	4.80-5.10		
71	1	ALPHA XL Retrained END CAP 6"	6.90-7.20		
72	1	ALPHA XL Restrained End Cap 8"	9.05-9.40		
73	1	ALPHA XL Restrained End Cap 10"	11.10-11.45		
74	1	ALPHA XL Restrained End Cap 12"	13.20-13.60		
75	1	Patch Clamp 1/2 inch			
76	1	Patch Clamp 3/4 inch			
77	1	Patch Clamp 1" inch			
78	1	Patch Clamp 1 1/4" inch			
79	1	Patch Clamp 1 1/2 " inch			
80	1	Patch Clamp 2" Inch			
81	1	16" Quantum AC-PVC / DR18			
82	1	JCM Service Saddles 4x1 AC	stainless steel		
83	1	JCM Service Saddle 6x1 AC	stainless steel		
84	1	JCM Service Saddle 6x1 C-900	stainless steel		
85	1	JCM Service Saddle 8x1 AC	stainless steel		
				Sub Total:	\$ -

Part B: Brz. Meter Service Connections

Item No.	Qty	Product Description
----------	-----	---------------------

1	1	3/4 X 2 1/2 Cast Brz Meter Cplg N/L		
2	1	1 X 2 5/8 Cast Brz Meter Cplg N/L		
3	1	3/4 part Cplg Flare X Flare N/L		

4	1	3/4 Corporation Stop Mip X Flare N/L		
5	1	3/4 Corporation Stop Mip X CTS Comp. N/L		
6	1	1 Corporation Stop Mip X Flare N/L		
7	1	1" Corporation Stop Mip x CTS Comp. N/L		
8	1	2 Ball Corp. Stop Mipt X Fipt w/ 2" Tee Head N/L		
9	1	3/4 Angle Meter Stop FIPT X MN w/ LW N/L		
10	1	3/4 Angle Meter Stop CF X MN w/LW N/L		
11	1	2 Angle Meter Stop FIPT X MF w/LW N/L		
12	1	2 X 3/4 IPT Brz S/S Saddle F/PVC Class Pipe		
13	1	2 X 1 IPT Brz S/S Saddle F/PVC Class Pipe		
14	1	4 X 3/4 IPT Brz S/S Saddle F/C-900		
15	1	4 X 2 IPT Brz S/S Saddle F/C-900		
16	1	4 X 1 IPT Brz S/S Saddle F/C-900		
PAGE 3				

Part B:
Brz. Meter Service Connections

<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>	
17	1	4 X 3/4 IPT Brz D/S Strap Saddle F/AC & CI		
18	1	4 X 1 IPT Single Strap Saddle AC & CI		
19	1	6 X 1 IPT Brz S/S Saddle F/C-900		
20	1	6 X 2 IPT Brz S/S Saddle F/PVC Class Pipe		
21	1	6 X 1 IPT Brz Single Strap Saddle AC & CI		
22	1	8 x 3/4 IPT Brz S/S Saddle F/C-900		
23	1	8 x 1 IPT Brz Dbl Strap Saddle AC & CI		
24	1	8 X 2 IPT Brz Dbl. Strap Saddle		
25	1	12 X 3/4 IPT Brz Dbl. Saddle F/ AC & DI		
26	1	12 X 1 IPT Brz Dbl. Saddle F/AC & DI		
27	1	12 X 2 IPT Brz Dbl. Saddle F/ AC & DI		
28	1	12 X 3/4 IPT S/S Saddle F/ C-900		
29	1	12 X 1 IPT S/S Saddle F/ C-900		
30	1	12 X 2 IPT S/S Saddle F/ C-900		
31	1	1" Angle Stop CF X MN w/LW N/L		
32	1	3/4 Angle Stop CTS Comp X MN w/LW N/L		
33	1	8" X 1" IPT S/S Saddle F/C-900		
34	1	4X3/4 IPT S/S Saddle F/PVC Class pipe		
35	1	4X2" IPT S/S Saddle F/PVC Class Pipe		
36	1	4X1 IPT S/S Saddle F/PVC Class Pipe		
37	1	2"Brass Thread 90 Degrees N/L		
38	1	2"Brass Thread Couplers N/L		
39	1	2" Brass Thread 45 Degrees N/L		
40	1	2" Corporation Stop Mip X Mip Thread Tee head N/L		
41	1	3/4" Angle Stop CTS Comp X MN w/LW N/L		
42	1	1" Angle Stop Comp w/Locking wing N/L		
43	1	3/4 c.f. x m.n. curb stop w/ lock wing		
44	1	1 x 3/4 Brz Bushing N/L		
45	1	2 x 4 Std Brz Nipple N/L		
46	1	1"x3/4 angle stop		
PAGE 4			0	

Part B:
Brz. Meter Service Connections

<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>	
47	1	2 x cl Std Brz Nipple N/L		
48	1	2 x 6 Std Brz Nipple N/L		
49	1	2 x 12 Std Brz Nipple N/L		
50	1	6 X 2 Tapping Saddle dbl strap A/C		
51	1	1" c.f. x m.n. curb stop w/ lock wing		

52	1	3/4" Straight Cut Off Fip X Fip W/Lockwing N/L		
53	1	1" Straight Cut Off Mip X Fip W/Lockwing N/L		
54	1	Hydrant Brass CAP 2" male NPT Outlet		
55	1	Hydrant Brass CAP 1/4 NPT Outlet		
56	1	3/4" Brass Tee Comp X Comp X Comp N/L		
57	1	Female X Male Reducers 2.5" to 2"		
58	1	1" Brass Tee Comp X Comp X Comp N/L		
			Sub Total:	\$ -

Part C: Gate Valves Hydrants & Valve Boxes

Item No.	Qty	Product Description	Unit Price	
1	1	2" IB R/W Threaded Gate Valve		
2	1	4 MJ Gate Valve R/W less accy		
3	1	6 MJ Gate Valve R/W less accy		
4	1	8 MJ Gate Valve R/W less accy		
5	1	6 MJ x Flg. Gate Valve R/W less accy		
6	1	8 MJ x Flg. Gate Valve R/W less accy		
7	1	18-24 Valve Boxes w/lids		
8	1	Valve Box Spacer 2"		
9	1	Valve Box Spacer 4"		
10	1	Valve Box Spacer 6"		
11	1	4' Bury Fire Hydrant w/6 Aquagrip shoe F/DIP		
12	1	5' Bury Fire Hydrant w/6"Aquagrip shoe F/DIP		
13	1	6" super centurion A423 5 1/4 Mueller F.H. ext.		
14	1	12" super centurion A423 5 1/4 Mueller F.H. ext.		
15	1	18" super centurion A423 5 1/4 Mueller F.H. ext.		
16	1	24" super centurion A423 5 1/4 Mueller F.H. ext.		
17	1	36" super centurion A423 5 1/4 Mueller F.H. ext.		
18	1	MJ Fitting for 4” PVC Pipes 90° L/Accy		
19	1	MJ Fitting for 6” PVC Pipes 90° L/Accy		
20	1	MJ Fitting for 8” PVC Pipes 90° L/Accy		

Part C: Gate Valves Hydrants & Valve Boxes

Item No.	Qty	Product Description	Unit Price	
21	1	MJ Fitting for 10” PVC Pipes 90° L/Accy		
22	1	MJ Fitting for 12” PVC Pipes 90° L/Accy		
23	1	MJ Fitting for 4” PVC Pipes 45° L/Accy		
24	1	MJ Fitting for 6” PVC Pipes 45° L/Accy		
25	1	MJ Fitting for 8” PVC Pipes 45° L/Accy		
26	1	MJ Fitting for 10” PVC Pipes 45° L/Accy		
27	1	MJ Fitting for 12” PVC Pipes 45° L/Accy		
28	1	MJ Fitting for 4” PVC Pipes Tee’s L/Accy		
29	1	MJ Fitting for 6” PVC Pipes Tee’s L/Accy		
30	1	MJ Fitting for 8” PVC Pipes Tee’s L/Accy		
31	1	MJ Fitting for 10” PVC Pipes Tee’s L/Accy		
32	1	MJ Fitting for 12” PVC Pipes Tee’s L/Accy		
33	1	Hose Monster 2.5" NST Flusher		
34	1	Weather Tough Padlocks Keyed Alike		
35	1	Kupferles Eclipse 9700 automatic flusher		
36	1	Hose Monster 4" to 4.5" Flusher		
37	1	Hydrant Flow and Pressure Testing kits/gauges		
38	1	Reed Service line Shears		
39	1	Safty flange repair kit For Mueller FH		
40	1	18" MJ Gate Valve R/W less accy		
41	1	20" MJ Gate Valve R/W Less accy		

42	1	16" MJ Gate Valve R/W Less accy		
43	1	16x8 MJ X MJ tee		
44	1	16x12 MJ x MJ Tee		
45	1	12x8 MJ x MJ Tee		
46	1	12x6 MJ x MJ Tee		
47	1	12x8 MJ x Flange Tee		
48	1	12x6 MJ x Flange Tee		
49	1	8x8 MJ x MJ Tee		
50	1	6x6 MJxMJ Tee		
51	1	4x4 MJxMJ Tee		
52	1	8x8 MJ x Flange Tee		
53	1	6x6 MJ x Flange Tee		
54	1	4x4 MJx Flange Tee		
55	1	8x8 MJ x MJ 45°		
56	1	6x6 MJxMJ 45°		
57	1	4x4 MJxMJ 45°		
58	1	8x8 MJxMJ 90°		
59	1	6x6 MJxMJ 90°		
60	1	4x4 MJxMJ 90°		
61	1	3' Bury Fire Hydrant w/6 Aquagrip shoe F/DIP		
62	1	4" Gate Valve with ALPHA Connection		
63	1	6" Gate Valve with ALPHA Conneciton		
64	1	8" Gate Valve with ALPHA Connection		
65	1	10" Gate Valve with ALPHA Connection		
66	1	12" Gate Valve With ALPHA Connection		
67	1	Mueller Hydro Guard HG-6 Auto Flusher		
68	1	2" Telescopic Valve keys "Heavy Duty"		
			Sub Total:	\$ -

Part D:	Sewer Items			
Item No.	Qty	Product Description	Unit Price	
1	1	24" M/H Rings & ductile Covers San. Sewer W/City LANDSCAPE Logo - Made in USA		
2	1	24" Manhole cover only San. Sewer W/City LANDSCAPE Logo - Made in USA		
3	1	27 x 2 hdpe grade rings		
4	1	Standard 24" Rain Guards for Sewer Manholes		
5	1	Fernco's Clamp for 4"x4" C.I./PVC X Clay		
6	1	Fernco's Clamp for 6"x6" C.I./PVC X Clay		
7	1	Fernco's Clamp for 10 x10 C.I. / PVC x Clay		
8	1	Fernco's Clamp For 12x12 C.I. / PVCx Clay		
9	1	Fernco's Clamp for 8"x8" C.I./PVC X Clay		
10	1	8 x 2 MJ Tapped Cap L/Accy		
11	1	6 x 2 MJ Tapped Cap L/Accy		
12	1	36" Manhole Ring & ductile Covers W/City landscape Logo - Made in USA		
13	1	32" Manhole cover only San. Sewer W/City LANDSCAPE Logo - Made in USA		
PAGE 6				0

0.00

Part D:	Sewer Items			
Item No.	Qty	Product Description	Unit Price	
14	1	34 x 2 hdpe grade rings		
15	1	24" pamtight d.i. ring & cover water tight		
16	1	32" pamtight d.i. ring & cover water tight		
17	1	Butyl Mastic sealant 21' roll		
18	1	25' N/O Weighted Float Switch		

19	1	40' N/O Weighted Float Switch		
20	1	3" L/W bronze face check valve L/Accy		
21	1	4" L/W bronze face check valve L/Accy		
22	1	6" L/W bronze face check valve L/Accy		
23	1	8" L/W bronze face check valve L/Accy		
24	1	10" L/W bronze face check valve L/Accy		
25	1	3' C/I threaded companion flanges		
26	1	4" C/I threaded companion flanges		
27	1	6" C/I threaded companion flanges		
28	1	8" C/I threaded companion flanges		
29	1	3" gate valve flg/flg L/Accy		
30	1	4" gate valve flg/flg L/Accy		
31	1	6" gate valve flg/flg L/Accy		
32	1	8'gate valve flg/flg L/Accy		
33	1	10" gate valve flg/flg L/Accy		
34	1	3" flange bolt set 304 w/RRFFG		
35	1	4" flange bolt set 304 w/RRFFG		
36	1	6" flange bolt set 304 w/RRFFG		
37	1	8" flange bolt set 304 w/RRFFG		
38	1	10" flange bolt set 304 w/RRFFG		
39	1	12" flange bolt set 304 w/RRFFG		
40	1	48"x3'x1/2" fiberglass M/H w/32" opening		
41	1	48"x4'x1/2" fiberglass M/H w/32" opening		
42	1	48"x5'x1/2" fiberglass M/H w/32" opening		
43	1	48"x6'x1/2" fiberglass M/H w/32" opening		
44	1	48"x7'x1/2" fiberglass M/H w/32" opening		
45	1	48"x8'x1/2" fiberglass M/H w/32" opening		
46	1	3" 50' discharge hose with quick connect		
47	1	6" 50' discharge hose with quick connect/Bauer		
48	1	12" Discharge hose with Bauer connections		
49	1	3" Suction hose with quick Connects		
50	1	6" suction hose with quick connects		
51	1	12" suction hose with Bauer connections		
52	1	4-6" multi Size Muni Ball Inflatable Plug		
53	1	6-8 Multi size Muni Ball Inflatable Plug		
54	1	8-10 Multi Size Muni Ball Inflatable Plug		
55	1	10-12 Multi Size Muni Ball Inflatable Plug		
56	1	12-18 Multi Size Muni Ball Inflatable Plug		
57	1	18-24 Big Mouth Plug		
58	1	40' Lansas Poly Lift Rope/Inflation Hose		
59	1	24" metal lid raisers for manhole lids		
60	1	30" SupereCover manhole R/C		
61	1	24"SuperCover Composite Mahole Ring and Cover		
62	1	Red, White , and Blue Inverted marking paint		
63	1	H-TEC Automatic air realese and Vacuum valve, stainless-		
64	1	steel 316 Ti for operating range 0-250 PSI		
65	1	32" metal manhole lid riser		
66	1	I CON COUPLING INTERNAL PUSHFIT COUPLING 4"		
67	1	I CON COUPLING INTERNAL PUSHFIT COUPLING 6"		

Part D:	Sewer Items		
Item No.	Qty	Product Description	Unit Price

			Sub Total:	\$	-
--	--	--	------------	----	---

Part E: PVC Materials/supplies					
Item No.	Qty	Product Description	Unit Price		
1	1	18" PVC c/900 Pipe DR 18			
2	1	16" PVC c/900 Pipe DR 18			
3	1	12" PVC c/900 Pipe DR 18			
4	1	10" PVC DR 18 Pipe			
5	1	8" PVC c/900 Pipe DR 18			
6	1	6" PVC c/900 Pipe DR 18			
7	1	4" PVC DR18			
8	1	3" PVC Sch 40 Pipe			
9	1	4" PVC Sch 40 Pipe			
10	1	6" PVC Sch 40 Pipe			
11	1	2" PVC c/200 Pipe Gasket			
12	1	1 1/2" Sch 40 PVC Pipe			
13	1	1 1/4" Sch 40 PVC Pipe			
14	1	1" Sch 40 PVC Pipe			
15	1	3/4" Sch 40 PVC Pipe			
16	1	12" C909 DR-18			
17	1	10" C909 DR-18			
18	1	8" C909 DR-18			
19	1	6" C909 DR-18			
20	1	4" C909 DR-18			
21	1	4" SDR 35			
22	1	8" SDR 35			
23	1	6" SDR 35			
PAGE 8					

Part E: PVC Materials/supplies					
Item No.	Qty	Product Description	Unit Price		
25	1	4" SDR 35			
26	1	3/4 Polyethylene Serv. Tubing (100' Rolls)			
27	1	1" Service Tubing			
28	1	6" slip by slip couplings			
29	1	6" PVC Flanges			
30	1	4" slip by slip couplings			
31	1	4" PVC Flanges			
32	1	3" slip By slip couplings			
33	1	measuring wheels			
34	1	20" PVC c900 DR18			
35	1	3" PVC Flanges SCH 40			
36	1	3/4 PVC cap SCH 40			
37	1	3/4 Coupling female/w threads SCH 40			
38	1	2" slip by slip coupling SCH 40			
39	1	2" End Caps SCH 40			
40	1	2" 90's SCH 40			
41	1	2" Tee SCH 40			
42	1	2" 45's SCH 40			
43	1	3" Tee SCH 40			
44	1	3" slip By slip couplings SCH 40			
45	1	3" Cap SCH 40			
46	1	3" 90's SCH 40			
47	1	4" slip by slip couplings SCH 40			
48	1	4" Tee SCH 40			

49	1	4" 90 SCH 40		
50	1	4" Cap SCH 40		
51	1	PVC Cleaner		
52	1	PVC Glue Wet & Dry		
53	1	Lenox Plastic pipe saws 18"		
54	1	Lenox Plastic pipe saws 12"		
55	1	pipe dough		
56	1	14" x 1 all purpose diamond cutting blades wet/dry		
57	1	TS 800 STIHL cutquick		
58	1	Hymax Grip Swivel joing (LaLo) 4"		
59	1	Hymax Grip Swivel joing (LaLo) 6"		
60	1	Hymax Grip Swivel joing (LaLo) 8"		
61	1	Hymax Grip Swivel joing (LaLo) 10"		
62	1	Hymax Grip Swivel joing (LaLo) 12"		
63	1			
	1			
			Sub Total:	\$ -

Part F	Tapping Material Items			
Item No.	Qty	Product Description	Unit Price	
1	1	Tapping Sleeve A/C 8"x6" (Stainless steel) / PVC		
2	1	Tapping Sleeve 8X6 for c/900 (Stainless steel) / AC		
3	1	Tapping Sleeve 12x6 for C900PVC (Stless steel)		
4	1	Tapping Sleeve 12x6 for A/C (Stainless steel)		
5	1	Tapping Sleeve 12x8 for A/C (Stainless steel) / PVC		
6	1	4" MJ Romagrip Accy w/gasket for c-900 & IPS		
7	1	6" MJ Romagrip Accy w/gasket for c-900 & IPS		
8	1	8" MJ Romagrip Accy w/gasket for c-900 & IPS		
9	1	10" MJ Romagrip Accy w/gasket for c-900 & IPS		
10	1	12" MJ Romagrip Accy w/gasket for c-900 & IPS		
11	1	12X4 Tap Sleeve C900 (ALL STAINLESS STEEL)		
12	1	12X4 Tap Sleeve A/C (ALL STAINLESS STEEL)		
13	1	12 X 8 Tapping Sleeve C-900 (All Stainless Steel)		
14	1	AquaTap Pro 2		
			Sub Total:	\$ -

0.00

Part G	Meter Boxes / Lids			
Item No.	Qty	Product Description	Unit Price	
1	1	1300 Meter Box w/Solid Blue Lid		
2	1	1500 Jumbo Meter Box w/Solid Blue Lid		
3	1	Lids Only - Solid 1300 Series Blue		
4	1	Lids Only - Solid 1500 Series Blue		
5	1	Meter Riser Brz. 1"x1"x10		
6	1	Meter Riser Brz. 5/8 x 5/8 x 7		
7	1	Plunger style barrel locks and keys (stainless steel)		
8	1	Barrel Lock Meter Keys "Brooks Key"		
9	1	Meter pit pumps w/6' discharge hose		
10	1	Lids only with plastic reader / 1300		
11	1	Lids only with plastic readers / 1500		
12	1	meter swivel locks		
13	1	Fire Hydrant Meter W/ Built in Strainer		
14	1	Fire Hydrant Backflow Preventer		
15	1	Universal Hydrant lock Barrel Type		

16	1	water valve locking device		
			Sub Total:	\$ -
Part H	Storm material			
Item No.	Qty	Product Description	Unit Price	
1	1	12x20 HP N 12 DW Storm Sld Pipe		
2	1	30x20 HP N 12 DW Storm SLD Pipe		
3	1	36x20 HP N 12 DW Storm SLD Pipe		
4	1	18 N 12 HDPE SPLT Coupling		
5	1	12 N 12 HDPE SPLT Coupling		
6	1	Type "A" Curb Inlets		
7	1	Type "C" Grate Inlets		
8	1	Type "CC" Grate Inlets		
9	1	type "F" Inlets		
10	1	Type "M" Manholes		
11	1	Safety End Treatments 18"		
12	1	Safety End Treatments 24"		
13	1	RCP Gasket Only 18"		
14	1	RCP Gasket Only 24"		
15	1	RCP Gasket Only 30"		
16	1	RCP Gasket Only 36"		
17	1	RCP Gasket Only 42"		
18	1	Tong & Grove 18"		
19	1	Tong & Grove 24"		
20	1	Tong & Grove 30"		
21	1	Tong & Grove 36"		
			Sub Total:	0.00



Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5909	
From: ROBERT LOPEZ			
Subject: Approval to ratify and accept FY23 Local Border Security Program (LBSP) Grant #3407206 for the amount of \$105,000 with no MATCH and NO RECURRING fees required to pay for overtime for sworn officers and support personnel to meet the goals and objectives of LBSP grant and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: Operation Border Star centers on the use of intelligence to increase the effectiveness of federal, state, and local law enforcement assets. The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity.			
Funding Source (budget code, if applicable): BL-Local Border Security Program (LBSP)			
Amount: \$105,000		Term of Impact: 12	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: 02/01/2022 Resolution was passed.			
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):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation:			
Attachments, if any: R2022-14 FY2023 Local Border Security Program (LBSP), SOGA Grant #3407206			
Responsibilities upon Approval:			

RESOLUTION NO. 2022-14

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the FY2023 Local Border Security Program (LBSP) be operated for 2022 through 2023; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2023 Local Border Security Program (LBSP) application; and

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

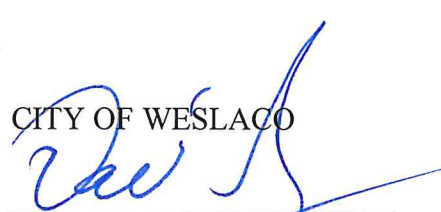
WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for FY2023 Local Border Security Program (LBSP) to the Office of the Governor.

Grant Number: 3407206

Passed and approved this 1st day of February 2022.

CITY OF WESLACO



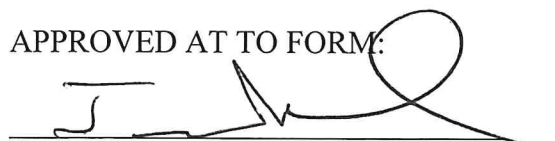
David Suarez, MAYOR

ATTEST:



Norma A. Cantu, City Secretary

APPROVED AT TO FORM:



Juan E. Gonzalez, CITY ATTORNEY



Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3407206	Award Amount:	\$105,000.00
Date Awarded:	10/6/2022	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2022 - 08/31/2023	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2023	Grantee GPI:	\$0.00
Program Fund:	BL-Local Border Security Program (LBSP)	Total Project Cost:	\$105,000.00
Grantee Name:	Weslaco, City of		
Project Title:	Local Border Security Program		
Grant Manager:	Lynne Crow		
Unique Entity Identifier (UEI):	GJMZDZZAN4J3		

CFDA: N/A

Federal Awarding Agency: N/A - State Funds

Federal Award Date: N/A - State Funds

Federal/State Award ID Number: 2023-BL-ST-0016

Total Federal Award/State Funds Appropriated: \$5,100,000.00

Pass Thru Entity Name: Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D: No

Federal/State Award Grants for local law enforcement agencies to support Operation Border Star. The grant funds may

Description:

also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.



Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5910	
From: ROBERT LOPEZ			
Subject: Approval to ratify and accept FY23 State Criminal Justice Planning Funds - Juvenile Justice and Truancy Prevention Grant Program #4003403 award in the amount of \$78,868.28 with NO MATCH and NO RECURRING fees required to pay for First Offender Program Coordinator's Salary and sworn officers overtime and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications for projects that prevent violence in and around school; and to improve the juvenile justice system by providing mental health services, truancy prevention and intervention through community-based and school programs.			
Funding Source (budget code, if applicable): FY23 State Criminal Justice Planning Funds - Juvenile Justice & Truancy Prevention Grant Program			
Amount: \$78,868.28	Term of Impact: 12	Identified in Current Budget: No	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation:			
Attachments, if any: R2022-07 FY2023 Juvenile Justice and Truancy Prevention Grant Program, SOGA Award Grant #4003403			
Responsibilities upon Approval:			

RESOLUTION NO. 2022-07

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the FY2023 Juvenile Justice and Truancy Prevention Grant Program be operated for 2022 through 2023; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2023 Juvenile Justice and Truancy Prevention Grant Program application; and

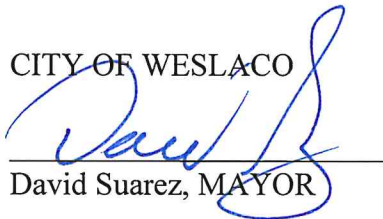
WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the FY2023 Juvenile Justice and Truancy Prevention Grant Program to the Office of the Governor.

Grant Number: 4003403

Passed and approved this 1st day of February 2022.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:


Norma A. Cantu, City Secretary

APPROVED AT TO FORM:


Juan E. Gonzalez, CITY ATTORNEY

Am

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4003403	Award Amount:	\$78,868.28
Date Awarded:	10/6/2022	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2022 - 08/31/2023	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2023	Grantee GPI:	\$0.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund	Total Project Cost:	\$78,868.28
Grantee Name:	Weslaco, City of		
Project Title:	Weslaco First Offender Program		
Grant Manager:	Madeline De Amaral		
Unique Entity Identifier (UEI):	GJMZDZZAN4J3		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2023-SF-ST-0015
Total Federal Award/State Funds Appropriated:	\$25,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.



Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5911	
From:			
Subject: Approval to ratify and accept FY23 State Homeland Security Program (SHSP) - LETPA Grant #4507901 in the amount of \$11,400 with NO MATCH and NO RECURRING fees allowed to purchase law enforcement specific protective gear and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens.			
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):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation:			
Attachments, if any: SOGA Award Letter Grant #4507901, \$11,400, R2022-13 2022 State Homeland Security Program - LETPA projects (SHSP-L)			
Responsibilities upon Approval:			

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project and agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, listed below:

Grant Number:	4507901	Award Amount:	\$11,400.00
Date Awarded:	10/5/2022	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2022 - 08/31/2023	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2023	Grantee GPI:	\$0.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)	Total Project Cost:	\$11,400.00
Grantee Name:	Weslaco, City of		
Project Title:	Weslaco Police Tactical Equipment		
Grant Manager:	Dorothy Caston		
Unique Entity Identifier (UEI):	GJMZDZZAN4J3		
CFDA:	97.067 - Homeland Security Grant Program (HSGP)		
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency		
Federal Award Date:	9/12/2022		
Federal/State Award ID	EMW-2022-SS-00021		

Number:**Total Federal
Award/State
Funds**

\$103,385,451.00

Appropriated:**Pass Thru Entity
Name:**

Texas Office of the Governor – Homeland Security Grants Division (HSGD)

**Is the Award
R&D:**

No

**Federal/State
Award
Description:**

The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

RESOLUTION NO. 2022-13

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the 2022 State Homeland Security Program - LETPA projects (SHSP-L) be operated for 2022 through 2023; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - 2022 State Homeland Security Program - LETPA projects (SHSP-L) application; and

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

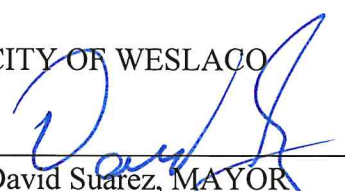
WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for 2022 State Homeland Security Program - LETPA projects (SHSP-L) to the Office of the Governor.

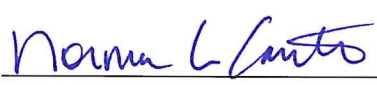
Grant Number: 4507901

Passed and approved this 1st day of February 2022.

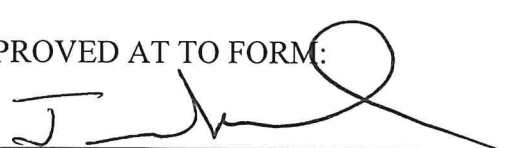
CITY OF WESLACO


David Suarez, MAYOR

ATTEST:


Norma A. Cantu, City Secretary

APPROVED AT TO FORM:


Juan E. Gonzalez, CITY ATTORNEY





Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5915	
From: ROBERT LOPEZ			
Subject: Approval to ratify and accept FY23 State Homeland Security Program (SHSP) - Regular Projects Grant #4508001 in the amount of \$52,677 with NO MATCH and NO RECURRING fees required to purchase a cybersecurity firewall for the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background:			
Funding Source (budget code, if applicable): 97.067 HS-Homeland Security Grant Program (HSGP)			
Amount: \$52,677		Term of Impact: 12 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation:			
Attachments, if any: SOGA Grant 4508001, \$52,677, R2022-12 2022 State Homeland Security Program - Regular projects (SHSP-R) Res			
Responsibilities upon Approval:			

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project and agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, listed below:

Grant Number:	4508001	Award Amount:	\$52,677.00
Date Awarded:	10/5/2022	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2022 - 08/31/2023	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2023	Grantee GPI:	\$0.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)	Total Project Cost:	\$52,677.00
Grantee Name:	Weslaco, City of		
Project Title:	EC Weslaco Firewall Project		
Grant Manager:	Dorothy Caston		
Unique Entity Identifier (UEI):	GJMZDZZAN4J3		
CFDA:	97.067 - Homeland Security Grant Program (HSGP)		
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency		
Federal Award Date:	9/12/2022		
Federal/State Award ID	EMW-2022-SS-00021		

Number:**Total Federal
Award/State
Funds**

\$103,385,451.00

Appropriated:**Pass Thru Entity
Name:**

Texas Office of the Governor – Homeland Security Grants Division (HSGD)

**Is the Award
R&D:**

No

**Federal/State
Award
Description:**

The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

RESOLUTION NO. 2022-12

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the 2022 State Homeland Security Program - Regular projects (SHSP-R) be operated for 2022 through 2023; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - 2022 State Homeland Security Program - Regular projects (SHSP-R) application; and

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

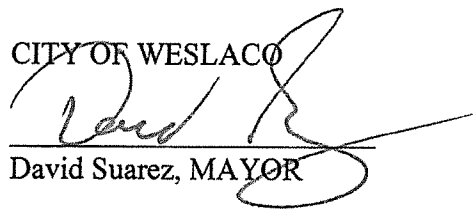
WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for 2022 State Homeland Security Program - Regular projects (SHSP-R) to the Office of the Governor.

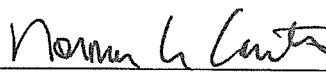
Grant Number: 4508001

Passed and approved this 1st day of February 2022.

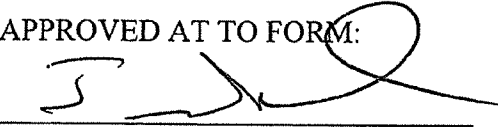
CITY OF WESLACO


David Suarez, MAYOR

ATTEST:


Norma A. Cantu, City Secretary

APPROVED AT TO FORM:


Juan E. Gonzalez, CITY ATTORNEY





Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5925	
From: JOEL RIVERA			
Subject: Approval on renewal of the agreement with the Drug Enforcement Administration of State and Local HIDTA Task Force cooperation for the Fiscal Year 2022-2023 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: To authorize the Police Chief to sign the renewal and continue the cooperative agreement between the City of Weslaco Police Department and the Enforcement Administration (McAllen HIDTA Task Force). The Weslaco Police Department will continue to assign one (1) experienced officer to the McAllen Task Force. The terms of this agreement shall be effective until September 30, 2026.			
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: Approved on November 2, 2021, Agenda Item No: 2021-4751 Approved on September 1, 2020, Agenda Item No 2020-3561			
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 Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation: Staff recommends approval to continue with the agreement from McAllen HIDTA TASK FORCE (TF)			
Attachments, if any: HIDTA Agreement - Weslaco PD			
Responsibilities upon Approval: Upon approval and signatures acquired in the original agreement, the Police Department will file and proceed accordingly.			

HIDTA STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Weslaco Police Department (hereinafter "parent agency"), ORI Number TX1081400. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The McAllen Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the McAllen, Texas area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the McAllen Task Force, the parent agency agrees to detail one experienced officer(s) to the McAllen Task Force for a period of not less than two years. During this period of assignment, the assigned parent agency officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The parent agency officer(s) assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The parent agency officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the McAllen Task Force, DEA will assign 40 Special Agents to the Task Force. The parties to this agreement understand that financial reimbursement to participating organizations is subject to the budgeting, administrative and managerial decisions of the HIDTA Executive Board as well as the availability of HIDTA funding (from whatever source). Subject to this planning and budgeting guidance, HIDTA will provide funding to support the activities of DEA Special Agents, parent agency officer(s), and other specified employees (if any). This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the McAllen Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. HIDTA will, subject to availability of annually appropriated funds, may reimburse the parent agency for overtime payments. Annual overtime for each parent agency officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the parent agency officer(s) who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each parent agency officer(s), and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of six (6) years after termination of this agreement, whichever is later.

10. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The parent agency agrees that an authorized officer(s) or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no federal funds will be awarded to the parent agency by DEA until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing programs or projects funded in whole or part with federal money, the parent agency shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on 30 days advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Daniel C. Comeaux
Special Agent in Charge

Date: _____

For the Weslaco Police Department:

Joel Rivera
Chief of Police

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: (State and Local Agency Name and Address)

2. Application Number and/or Project Name

N/A

3. Grantee IRS/Vendor Number

N/A

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5926	
From: ROBERT LOPEZ			
Subject: Approval to ratify authorization to apply to the Texas Department of Transportation 2023 Impaired Driving Mobilization Grant in the amount of \$24,000 with a 20% match and no recurring fees to pay for overtime to conduct driving while intoxicated enforcement waves and authorize the Mayor to execute any related documents (Staffed by Police Department.)			
Background: Impaired Driving Mobilization (IDM) provides grant money for local law enforcement agencies to conduct driving while intoxicated (DWI) enforcement Waves and increase DWI arrests as part of the statewide "Drink. Drive. Go to Jail" program, held in conjunction with the national Impaired Driving Mobilization (IDM) campaign. IDM grants require a 20% minimum matching share from the subgrantee.			
Funding Source (budget code, if applicable): TxDOT			
Amount: \$20,000		Term of Impact: 12 months	Identified in Current Budget: NO
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Heat Wave			
Responsibilities upon Approval:			

2023-WeslacoPD-IDM-00049

FY 2023 STEP – IDM Road Network Based Crash Risk Analysis 08/2018 to 07/2021:





Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5930	
From: ANTONIO LOPEZ			
Subject: Approval of a Memorandum of Understanding (MOU) with the Department of Homeland Security, U.S. Customs, and Border Patrol Protection, Port of Progreso for Emergency Medical Services Clinical Field ride outs and training and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)			
Background: This is a collaboration between the Weslaco Fire/EMS Department and Port of Progreso (CBP) to maintain standards for appropriate health care services that are conducive to strengthening the educational experience for the EMTs within our communities.			
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 Martin Garza		Created	
City Manager Comments: Approve as recommended by the Fire Department.			
Staff Recommendation: Approval			
Attachments, if any: MOU - Affiliation agreement CBP Port of Progreso, Tx			
Responsibilities upon Approval:			

Memorandum of Understanding
Between:
CITY OF WESLACO FIRE DEPARTMENT
and
U.S. Customs and Border Protection,
Port of Progreso, Texas

I. PARTIES. The parties to Memorandum of Understanding (“Agreement”) are the Department of Homeland Security, U.S. Customs and Border Protection, Port of Progreso, Texas (CBP) and CITY OF WESLACO FIRE DEPARTMENT.

II. PURPOSE. The purpose of this Agreement is to set forth the terms by which CBP seeks to obtain a program of clinical education or field work experience at CITY OF WESLACO FIRE DEPARTMENT for its Emergency Medical Technicians and Emergency Medical Technician students and by which the CITY OF WESLACO FIRE DEPARTMENT is willing to provide such experiences. Both CBP and CITY OF WESLACO FIRE DEPARTMENT hereby agree to cooperate and work in good faith with each other to provide program(s), whereby students may obtain certifications as Emergency Medical Technicians, or enhance their skills as Emergency Medical Technicians, as a result of the clinical work or field experience gained at CITY OF WESLACO FIRE DEPARTMENT (“Program”).

III. RESPONSIBILITIES.

A. JOINT RESPONSIBILITIES.

1. The clinical training provided in the Program shall include those services, which are mutually agreed upon between the parties.
2. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

B. CUSTOMS AND BORDER PROTECTION. CBP agrees to fulfill the following obligations during the term of this Agreement:

1. Comply with the educational standards of the appropriate accreditation bodies.
2. Communicate with CITY OF WESLACO FIRE DEPARTMENT, through the CITY OF WESLACO FIRE DEPARTMENT’S Program Supervisor, on all items pertinent to the Program.
3. Notify CITY OF WESLACO FIRE DEPARTMENT through the CITY OF WESLACO FIRE DEPARTMENT’s Program Supervisor, of the planned schedule of EMTs assignments, including the names of the EMTs, each EMTs

level of academic preparation, and length and dates of each EMT's assignment in the Program.

4. Refer to CITY OF WESLACO FIRE DEPARTMENT only EMT's who have satisfactorily completed the prerequisite didactic portion of the curriculum applicable to CITY OF WESLACO FIRE DEPARTMENT.

5. Ensure that each EMT has provided proof of vaccination for, or serologic immunity to Measles, Mumps, Rubella, annual negative TB skin test or chest x-ray and Tetanus/Diphtheria inoculation within previous ten years.

6. Ensure that each EMT provide evidence of being immunized for Hepatitis B/Chickenpox or provide a written formal refusal of the vaccine.

7. Ensure that the EMT and CBP faculty support and follow CITY OF WESLACO FIRE DEPARTMENT's policies, rules and regulations.

8. Require that the EMT and CBP faculty dress in a professional manner and wear a visible name tag identifying their level of training and name.

9. Implement a mechanism to notify CITY OF WESLACO FIRE DEPARTMENT if a EMT is unable for any reason to report for training.

10. Provide faculty that are approved by the certifying and accrediting agencies to supervise the clinical aspects of the Program. Such faculty member(s) retain(s) the ultimate responsibility of monitoring and supervising the EMT's.

11. Make provisions for CBP faculty to engage in continuing communication and periodic evaluation and planning meetings with CITY OF WESLACO FIRE DEPARTMENT personnel involved with EMT's learning, including preceptors, if assigned. Any problems arising from EMT training, and the involvement of preceptors will be handled as they arise by the supervising CBP faculty member and CITY OF WESLACO FIRE DEPARTMENT staff member(s). In the event of continued difficulty, the problem will be referred to the appropriate CITY OF WESLACO FIRE DEPARTMENT Administrator and the CBP Administrator or equivalent.

12. Instruct the EMTs and CBP faculty to maintain the confidentiality of all information about CITY OF WESLACO FIRE DEPARTMENT's patients/customers, including information about the identity, diagnosis, evaluation, treatment of such patients, financial condition, or services rendered as required by applicable State and Federal laws and CITY OF WESLACO FIRE DEPARTMENT's bylaws, rules and regulations.

C. CITY OF WESLACO FIRE DEPARTMENT. CITY OF WESLACO FIRE DEPARTMENT agrees to fulfill the following obligations during the term of this Agreement:

1. Maintain standards for appropriate health care services that are conducive to sound educational experiences for the EMTs.
2. Assign a designee, with the required credentials, who will be responsible for facilitating the fieldwork/clinical experience of the EMTs.
3. Make available to the EMTs and CBP appropriate records and equipment, classroom, and conference space.
4. Provide orientation for the EMTs and CBP faculty to the physical facilities, policies, and procedures of the CITY OF WESLACO FIRE DEPARTMENT
5. Provide emergency medical care for EMTs and CBP faculty in the event of an illness or accident during his/her participation in the Program, the costs of which shall be borne by the individual EMT or CBP faculty member or such individual's worker's compensation carrier, as applicable.
6. Permit, upon written request from CBP the inspection of the facilities, fieldwork, and services by the accrediting agencies.
7. CITY OF WESLACO FIRE DEPARTMENT shall notify CBP of the number of EMTs it can accommodate during a given period.
9. CITY OF WESLACO FIRE DEPARTMENT shall encourage and support, continuing education and professional development of CITY OF WESLACO FIRE DEPARTMENT staff member(s) who is/are responsible for the supervision of Program.

IV. POINTS OF CONTACT. All notices or other communications provided for in this Agreement shall be directed to the parties at the addresses below. Either party may change this address by providing written notice to the other party at the address listed below.

CUSTOMS AND BORDER
PROTECTION
Walter Weaver
100 S. International BLVD
Progreso, Texas 78596
956-982-6410

CITY OF WESLACO FIRE
DEPARTMENT
Antonio Lopez
119 E. 5Th Street
Weslaco, Texas 78596
956-447-3515

V. LIABILITY INSURANCE. CITY OF WESLACO FIRE DEPARTMENT acknowledges that CBP is a government agency within the Department of Homeland Security and that, as such, CBP is self-insured under the Federal Tort Claims Act with respect to liability for property damage, personal injuries, or accidents caused by its employees in the course of official business. This includes medical training, which has been assigned to specific agents as part of their job description and/or collateral duty. In addition, CBP employees are covered by the U.S. Department of Labor's Office of Worker's Compensation Programs with respect to injuries suffered in the course of federal employment or training. Such student will be responsible for providing the required documentation directly to CITY OF WESLACO FIRE DEPARTMENT.

VI. PARTIES' RELATIONSHIP. It is understood and agreed that the parties are independent contractors and this Agreement shall not create any relationship of agency, partnership, joint venture or create an employment relationship between CITY OF WESLACO FIRE DEPARTMENT, the EMTs or the CBP faculty. It is understood and agreed that CITY OF WESLACO FIRE DEPARTMENT retains the ultimate responsibility for patient record keeping and for patient care while CBP and the EMTs retain the obligations and limitations expressly stated in this Agreement.

VII. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the Department of Homeland Security, U.S. Customs and Border Protection, or CITY OF WESLACO FIRE DEPARTMENT. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

VIII. EFFECTIVE DATE. This Agreement will become effective on the date on which it is mutually entered into by CBP and CITY OF WESLACO FIRE DEPARTMENT (the "Effective Date").

IX. TERM. The term of this Agreement shall be for one (1) year from the Effective Date, after which it will be renewed on an annual basis. Notwithstanding the terms specified herein, this Agreement may be terminated by either party as provided in Section XI of this Agreement. This Agreement is subject to annual review as required by both parties and external licensing entities.

X. MODIFICATION. This Agreement contains the entire understanding of the parties and shall be modified only by an instrument in writing signed on behalf of each party.

XI. TERMINATION. This Agreement may be terminated prior to the expiration of the term hereof by mutual agreement of the parties; or by either party, without cause, upon thirty (30) days written notice to the other party; however, no such termination shall be effective upon any student enrolled in the Program, until the expiration of the then current course for such student.

XII. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the United States.

XIII. CLAIMS OR ACTIONS. That with respect to any claim or action arising out of any activities performed under or pursuant to this Agreement, pursuant to paragraph V, each party shall be liable for payment of that portion of any and all claims, liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of itself or its own directors, representatives, and employees. The parties agree to notify each other, in writing, immediately upon receipt of any incident, occurrence, or claim arising out of or in connection with this Agreement, which could result in a liability or claim of liability to the other party.

XIV. COUNTERPART SIGNATURE. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

XV. NO WAIVER. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

XVI. RIGHTS IN PROPERTY. All title to CITY OF WESLACO FIRE DEPARTMENT supplies, equipment, furnishings, fiscal records, client charts, and client records shall remain the sole property of the CITY OF WESLACO FIRE DEPARTMENT.

XVII. AUTHORIZATION OF AGREEMENT. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

XVIII. SECTION HEADINGS. The headings of sections contained in this Agreement are for convenience only and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

XIX. NO PRIVATE RIGHT CREATED. This document is an internal agreement between CITY OF WESLACO FIRE DEPARTMENT and CBP and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this Agreement, addenda, attachments, or other associated documents restricts the authority of either party to act as provided by law, statute, or regulation, nor does it restrict either party from enforcing any laws or taking any action within its authority or jurisdiction.

XX. NO PUBLICATION. Neither CBP nor CITY OF WESLACO FIRE DEPARTMENT shall submit for publication any material relating to the Program without prior written approval of the non-submitting party.

XXI. NON-EXCLUSIVITY. Each party shall have the right to enter similar agreements with other parties.

XXII. NON-DISCRIMINATION. CBP and CITY OF WESLACO FIRE DEPARTMENT mutually agree to make no distinction among students, on the basis of race, color, sex, creed, age, sexual orientation, marital status, or national origin. For the purpose of this Agreement, in addition to the aforementioned, a student shall not be denied any service or benefit that is different, is provided in a different manner or at a different time from the service provided to other students under this Agreement. A student may not be subjected to segregation or separate treatment in any manner related to receipt of any advantage or privilege enjoyed by others receiving the same service or benefit; or any other requirement or condition that individuals must meet in order to be provided any service or benefit.

XXIII. WAIVER OF CONSTRUCTION AGAINST DRAFTER. Both parties have contributed to the review and drafting of this Agreement, with the assistance of their respective legal counsel. Therefore, both parties waive the rule of construction against the drafter.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF WESLACO FIRE DEPARTMENT and CBP hereby agree that all oral or written agreements between them that were made prior to the execution of this Agreement have been reduced to writing and are contained herein. By signing below, each party acknowledges they are executing an interagency agreement based on the conditions and definitions contained in this Agreement.

IN WITNESS WHEREOF, CITY OF WESLACO FIRE DEPARTMENT and CBP have executed this Agreement, in multiple originals, to be effective as of the date on which this Agreement is fully executed.

U.S. CUSTOMS AND BORDER PROTECTION
PORT OF PROGRESO, TEXAS

Randy Howe, Director of Field Operations

Date _____

David Suarez, Mayor CITY OF WESLACO

Date _____

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5931	
From: ARNOLDO BECHO			
Subject: Approval for Mayor Joe V. Sanchez Public Library to advertise and solicit prospective vendors to submit Request for Proposals (RFPs) for Basic Maintenance of Internal Connections within the confines of the Schools and Libraries Program of the Universal Service Administrative Fund (E-rate) and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)			
Background: The Library would like to continue participation within the Schools and Libraries (E-rate) Program and is requesting permission to solicit proposals for Basic Maintenance of Internal Connections. Basic Maintenance of Internal Connections refers to maintenance of the library's computing system. The service has traditionally been partially paid for through the ERate grant program. As part of the E-rate grant process, the Library is required to ask for RFPs for Basic Maintenance of Internal Connections. After adhering to program timelines and receiving proposals, the Library and IT department will select the best proposal and present their recommendation to the Commission at a later date. The ERate program provides discounts on computing infrastructure, computer maintenance, and other services. ERate allows the library to maintain its computer infrastructure and access the internet at a discounted price. The amount of the discount depends on the level of poverty and location receiving service. Recently, the library has qualified for an 80% to 90% discount.. The library has been a successful partner with E-rate for over 10 years and the program has provided more than a million dollars' worth of discounts for internet services and equipment.			
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): None at this time.			
MariCarmen Garcia ARNOLDO BECHO		Created/Initiated Approved	

Rosalinda Cavazos J. Martin Vela Martin Garza	New
City Manager Comments: Approve as recommended by the Library Director.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: memo - Request to approve ERate Basic Maintenance RFP 2022, Erate Overview, Erate application-process-flow-chart, RFP updated maintenance 2022 (004) (1) (3)	
Responsibilities upon Approval: The library will post the RFP to the City's site for 28 days. Mechanisms within the E-rate program will notify vendors. The Library and the IT department will then work together to evaluate the RFPs and will recommend the best proposal to the Commission at a later date.	

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

Martin Garza, Interim City Manager

October 21, 2022

To: David Suarez, Mayor; Josh Pedraza, Mayor Pro-Tem; Greg Kerr, Commissioner; Jose "JP" Rodriguez, Commissioner; Adrian Farias, Commissioner; Letty Lopez, Commissioner; Leo Muñoz, Commissioner; Martin Garza, Interim City Manager
CC: Martin Vela; Rosie Cavazos; Maggie Perez; Mary Garcia; Kayla Pena
Fr: Arnoldo Becho, Library Director
Re: Request for approval to solicit RFPs for Basic Maintenance of Internal Connections

The Library is looking to continue participation within the E-Rate program and is seeking permission to solicit prospective vendors to submit Request for Proposals (RFPs) for basic network maintenance. The library has participated in E-Rate for greater than 10 years and the program has provided millions of dollars in savings to the city.

The E-Rate program provides discounts on network maintenance and services. At the end of this step we will be provided with the specifics which will detail the cost to the city and the fiscal benefit as well. The amount of the discount depends on the level of poverty and location receiving service. Recently, the library has qualified for an 80% discount.

This agenda item has been budgeted within the 2022-2023 fiscal year. The library is not able to provide information regarding total funding and the city's matching responsibility at this point because those numbers are calculated later during the ERate process. Any funding granted and matching responsibility required will be brought to commission at a later time. There will be an opportunity to review and accept or deny those amounts at that time. From past experience, a rough estimate of \$35,000 in granted funds and \$15,000 of matching funds is logical, but it is very likely that both of those numbers change significantly. Proceeding through this step does not require any further obligation or expense. This agenda item has been budgeted within the 2022-2023 fiscal year.

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

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

What is E-rate

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

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

The E-rate process

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

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

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

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

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

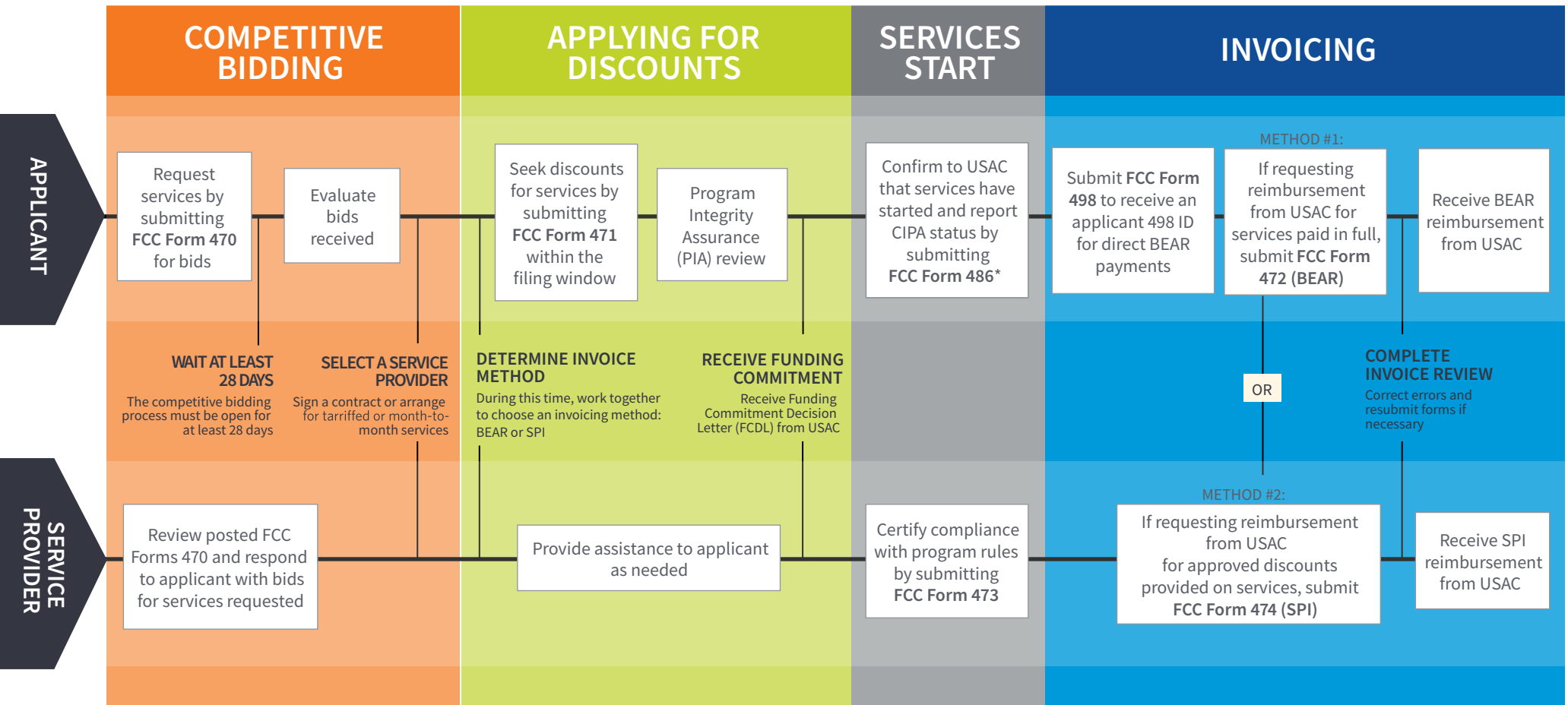
Realizing Discounts - the applicant has two means of realizing the benefit of the E-rate program. The first, is to receive discounted billing from the approved service provider (the service provider then bills the SLD for the committed portion of the delivered services. The second is to pay the service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

Schools and Libraries (E-rate) Program APPLICATION PROCESS

BEFORE YOU BEGIN:

APPLICANTS: Applicants must first have an entity number and an E-rate Productivity Center (EPC) account.

SERVICE PROVIDERS: Service providers must first obtain a Service Provider Identification Number (SPIN /service provider 498 ID) by submitting FCC Form 498.



FOR MORE INFORMATION:

- Website: The application process is broken down in detail for both applicants and service providers on the Schools and Libraries Program website (www.usac.org/sl).
- Glossary of Terms: Definitions for program terms and acronyms.
- *Consortium members report their CIPA status by submitting the FCC Form 479 to their consortium leader. The consortium leader then files the FCC Form 486.
- To adjust funding commitments and/or modify the dates for receipt of services after the FCDL is issued, file the FCC Form 500.

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

Martin Garza, Interim City Manager

November 2, 2022

The City of Weslaco is accepting proposals for:

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY
525 S. KANSAS AVE.
WESLACO, TX 78596-6215
(956) 968-4533
WWW.WESLACOPL.US

E-Rate maintained Basic Maintenance of Internal Connections (BMIC)
Request for Proposal Number 2022-23-03

Timeline:

- * E-Rate Form 470/RFP posted in EPC & City's Website:** Wednesday, November 2, 2022
- * Deadline for Vendors to submit Questions:** Wednesday, November 16th, 2022
- * Questions & Answers posted on the City's Website:** Wednesday, November 23, 2022
- * Last date to submit bids on or before 10:00AM:** Wednesday, December 21, 2022
- * Vendor selection date will be on or after:** Tuesday, January 3, 2023

Objectives of this RFP

The City of Weslaco Public Library invites prospective vendors to submit a proposal

to enhance and maintain current Internet Access and supply automated services within the confines of the Schools and Libraries Program of the Universal Service Administrative Co. Fund guidelines (E-Rate).

We intend to provide an equitable, level, and fair format for submission and evaluation of proposals, in accordance with our requirements and applicable E-rate, state, and local guidelines and procedures. This Request for Proposal (RFP) provides the relevant background and capacity of desired operational specifications and requirements and the evaluation factors we will use to select the successful vendor.

The term of any accepted proposal shall be one year from the date of implementation, up to a total of four extensions, or as otherwise defined Universal Service Fund guidelines (E-rate) and may be renewable annually up to a total of four extensions as provided for under E-rate guidelines or consented to by the City of Weslaco City Commission.

This Request for Proposal (RFP) provides potential vendors with the relevant operational, performance, application, and architectural requirements of the system. This RFP specifically solicits proposals for vendors who can:

- Category 2 - Maintain the library's existing network hardware, software and fittings through Basic Maintenance and annual updates.

The Mayor Joe V. Sanchez Public Library is requesting proposals for a Basic Maintenance of Internal Connections package consisting of approximately 200 hours of network maintenance, wire and cable maintenance, warranties, and technical support services. At present, the library does not have coverage for E-Rate eligible equipment and cannot provide access to such a contract. The preferred main location will be the Mayor Joe V. Sanchez Public Library, 525 South Kansas Avenue, Weslaco, Texas 78596.

All vendor-installed equipment shall integrate with current Cisco and/or Dell equipment and Microsoft software, or reasonably expected upgrades thereto. The vendor shall guarantee full compatibility at peak efficiency, with the equipment in place at the time of installation. Bids for new equipment are for the requested manufacturer **or equivalent and compatible**. Equivalent equipment must include a white paper proving compatibility with existing LAN equipment and product specifications.

This RFP is funded through the E-Rate program; however, there is no guarantee of E-Rate funding. The award of this RFP by the City of Weslaco Council is not a guarantee of purchase. Decisions to purchase E-Rate eligible items may be dependent upon E-Rate funding and the needs of the City of Weslaco. If no E-Rate funding is provided to the Mayor Joe V. Sanchez Public Library this RFP will be null and void.

Such upgrades should be in place or become deployed during the term of the accepted proposal:

1. Request for Bids for Existing Equipment Configuration for Basic Maintenance

CORE SWITCH	Equipment
C9500-16X-EDU	Catalyst 9500 16-port 10G, K12
CON-SW-C950DU16	SNTC-NO RMA Catalyst 9500 16-port 10G, K12
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment
C9500-NM-BLANK	Catalyst 9500 network module blank cover
CAB-TA-NA	North America AC Type A Power Cable
S9500UK9-169	UNIVERSAL
C9500-NW-A-L-EDU	C9500 Network Advantage, low-density license K12
PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling
PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling
GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire
FIREWALL	
PAN-PA-3220	Palo Alto Networks PA-3220 with redundant AC power supplies
PAN-PA-2RU-RACK4	Palo Alto Networks PA-3220, PA-3250, and PA-3260 4 post rack mount kit

SWITCHES	
IDF Rm 1_C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12
C9200L-NW-A-48-EDU	C9200L Network Advantage, 48-port license K12
C9200-STACK	Catalyst 9200 Stack Module
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment
PWR-C5-BLANK	Config 5 Power Supply Blank
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module

CAB-TA-NA	North America AC Type A Power Cable
STACK-T4-50CM	50CM Type 4 Stacking Cable
IDF Rm 2_C9200L-24P-4X-EDU	Catalyst 9200L 24-port PoE+ only, 4x10G uplinks, K12
STACK-T4-50CM	50CM Type 4 Stacking Cable
PWR-C5-BLANK	Config 5 Power Supply Blank
C9200-STACK	Catalyst 9200 Stack Module
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module
C9200L-NW-A-24-EDU	C9200L Network Advantage, 24-port license K12
CAB-TA-NA	North America AC Type A Power Cable
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment
IDF Rm 3_C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12
C9200L-NW-A-48-EDU	C9200L Network Advantage, 48-port license K12
C9200-STACK	Catalyst 9200 Stack Module
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment
PWR-C5-BLANK	Config 5 Power Supply Blank
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module
CAB-TA-NA	North America AC Type A Power Cable
STACK-T4-50CM	50CM Type 4 Stacking Cable
MDF_C9200L-48P-4X-EDU[3]	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12
C9200L-NW-A-48-EDU	C9200L Network Advantage, 48-port license K12
C9200-STACK	Catalyst 9200 Stack Module
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment
PWR-C5-BLANK	Config 5 Power Supply Blank
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module
CAB-TA-NA	North America AC Type A Power Cable
STACK-T4-50CM	50CM Type 4 Stacking Cable

2. Basic Maintenance Support

Library Network Maintenance Package of Number of Hours/ year (non-Cisco Smartnet)		1
Requirement of: 200 hours services request per year of network technical maintenance and cabling support care based in Rio Grande Valley (RGV) – Texas.		200
WADVULTRA-PX-23	PD1220350008 – SYCF40KF 1 Year Advantage Ultra Service Plan this includes (1) Symmetra PX UPS 30kVA 40	1
WSAPMV-UG-01	1 Year Stand Alone PM or Recertification	1

Basic Maintenance

Library Network Maintenance Package Number of Hours/ year (non-Cisco SmartNet)
Requirement of: 200 hours services request per (1) calendar year of network technical maintenance and cabling support care and (1) one year advantage ultra-service plan which includes (1) Symmetra PX UPS 30kVA 40 support with (1) standalone PM visit for (1) UPS up to 40 KVA UPS based in the Rio Grande Valley (RGV) - Texas.

General

City of Weslaco Public Library is located at 525 South Kansas Avenue in Weslaco, Texas. It serves a population of 57,000 in the city proper and surrounding areas. Current Internet connectivity equipment consists of a Cisco Router and connection directly to the Internet Service Provider's nearest point of presence (POP). The Library currently receives 1 Gbps Internet access via fiber.

Current telecommunications and data

SmartCom Telephone provides local phone service and long-distance voice services. Voice services are no longer eligible for E-rate support and bids for these services are not being requested in this RFP.

Current Internet access

The library currently has 1 Gigabyte Internet access via fiber optics.

Internet load

The current internet load consists of over 100 computers, which are networked into Cisco equipment and Dell servers, and supporting hardware and software. We can provide wireless access greater than 300 wireless devices at one time.

Right to Reject

The City of Weslaco reserves the right to reject any, all, or portions of responses to this RFP even if all the stated requirements are met. In addition, the City may enter negotiations with more than one vendor simultaneously and award the transaction to any vendor in negotiations without prior notification to any other vendor. The City reserves the right to select portions of the proposals while rejecting other portions. The awarding of the proposal will take place at a City Council meeting to be announced at a later date.

Installation Terms

The successful proposal shall provide the following services and requirements at no additional cost above the initial proposal price on equipment or services. The proposal should include the cost of shipping, per diem, installation, transportation of the items to the building, location of the items at their proper location within the building, uncrating, complete assembly, and adjustment by a trained installation mechanic with removal of all debris. Equipment is to be complete including operating/owner's manuals, wiring, and piping. The equipment should be made ready for electrical and/or fluid service connection by the City of Weslaco. After connections, vendors must ready the machine, start up, analyze, and correct any malfunctions of the equipment. Vendors should provide all material equipment and labor to place machinery in top operating conditions and to fully assemble furniture.

Vendor References and Qualifications

Vendors must provide a minimum of three references (public libraries or education entities in the RGV are preferred). These references must be for projects that are similar in scope, design, and have been completed by the vendor within the last three years. References that are not positive will be grounds for vendor disqualification. Vendors should provide reference names, phone numbers, and emails of the primary contact person. Vendors must supply the number of employees with maintenance of enterprise Microsoft and Cisco Professional Certifications for Windows Server, Wireless, Routers and Switches, VMware, Firewalls and Basic Training on relevant to Cisco Network Infrastructure Design.

The City of Weslaco requires that vendors furnish a certificate of insurance as required by Texas Labor Code 406.096. Coverage must be as follows (minimum amounts):

Worker's Compensation	Statutory Limit
Comprehensive General / Liability Occurrence	\$1,000,000
Bodily Injury Property / Damage Aggregate	\$1,000,000
Comprehensive Auto	\$1,000,000

RFP EVALUATION FACTORS

Instructions to vendors (5 points)

Project Schedule

By allowed date within 28-Day Window

Wednesday, November 2, 2022 to Wednesday, December 21, 2022

RFP will be posted for 28 days on the City of Weslaco website at www.weslacotx.gov

Vendor selection and contract date will be on or after Tuesday, January 3, 2023

Closing Time and Date

Responses to this RFP must be submitted in sealed packages on or before Wednesday, December 21, 2022, at 10:00 a.m.

Delivery shall be made during normal working hours (Monday-Friday 8:00am to 5:00pm) unless prior approval has been obtained from Purchasing Agent Finance Department.

Response and Submission

Inquiries and responses shall be sent to:

Homer Rhodes
Purchasing Agent
Weslaco City Hall
Finance Department
255 South Kansas Avenue
Weslaco, Texas 78596-6158
(956) 447-2240
hrrhodes@weslacotx.gov

Provide three (3) printed copies on company letterhead binder with professional packet with tabs and one (1) copy save on USB flash drive in a PDF format, on company letterhead. **Deadline:** proposals will be accepted Wednesday, December 21, 2022, on or before 10:00 a.m. At which time they will be opened, but not read publicly, at the office of the Purchasing Agent Finance Department. The selected proposal will be announced publicly at a later City Council Meeting. Vendors are responsible to complete the City of Weslaco Purchasing Vendor Application which is located at City's web site. Proposals are to be hand delivered or mailed to Homer Rhodes, Purchasing Agent Finance Department. Failure to do so will disqualify vendor. Incomplete responses will not be considered.

Questions and Clarification

For questions and clarification regarding the terms of this RFP, please contact:

Arnoldo Becho
Library Director
Mayor Joe V. Sanchez Public Library

525 South Kansas Avenue
Weslaco, Texas 78596-6215
(956) 973.3144
abecho@weslacopl.us

Questions and clarifications asked by any one vendor shall be made available to all on the City's web site (www.weslacotx.gov) as provided in the Schools and Libraries (E-Rate) Form 470 in the E-rate Productivity Center. Questions arising out of this RFP must be received in writing by emailed copy on company letterhead. Responses to all questions received in proper time frame will be answered in writing and distributed to all vendors known to have picked up the RFP. To assure prompt and timely posting of all questions and clarifications, the deadline for submittal shall be by Wednesday, November 16, 2022, on or before 10:00 a.m.

Proposal Period

The term of this agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024, for recurring services and September 30, 2024 for non-recurring services.

If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, as to that part of the services and products disallowed for discount pricing.

If, after approval of discount funding by SLD or its successor, Applicant's governing board should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract as to that part of the services and products disallowed by the governing board.

Response to Questions:

Vendor shall be responsible to respond on all the questions that are specified below by Wednesday, December 21, on or before 10:00 a.m.

Vendor Background Questions (20 points)

- 1.) Number of years your company has been in business.
- 2.) Where is your head office, your sales and customer service offices located?
- 3.) Where is your billing office?
- 4.) Number of employees in your company.
- 5.) Number of employees in local (RGV) site (if applicable).
- 6.) Number of employees in customer service.
- 7.) Number of employees with technical certifications.

- 8.) Number of employees in local (RGV) site (if applicable) with technical Certifications.
- 9.) Are your hardware and software dependent on third party vendors for manufacturing?
- 10.) Please list any items from current or anticipated equipment which you will not be able to provide maintenance.

References (5 points)

- 1.) Please provide a minimum of three references (public libraries or education entities in the RGV are preferred). For each reference provide names, address, phone numbers and email of the primary contact person.

Repair / Response Times (10 points)

- 1.) How long will it take for you to have a qualified technician on site? (Response Time) during regular business hours (Monday-Friday 8:00am to 5:00pm)
- 2.) How long will it take for you to have a qualified technician on site outside normal business hours?
- 3.) Please provide a direct number to the person(s) who can provide immediate decisions on pricing and expansion.
- 4.) Please provide a direct number for the person(s) who can immediately facilitate repairs during normal business hours (Monday-Friday 8:00-5:00)
- 5.) Please provide a direct number for the person(s) who can immediately facilitate evening and weekend repairs.

Future Offerings (5 points)

- 1.) What new technology does your company plan to utilize in the near future that would be an advantage to the Mayor Joe V. Sanchez Public Library?
- 2.) What is the most significant factor affecting the future success of your company and what is being planned to address it?

Market Differentiation (10 points)

- 1.) Provide a brief summary of your company's history in the marketplace. Limit response to 2 pages.
- 2.) Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition.
- 3.) Identify other Public Libraries or education entities in the Rio Grande Valley for whom your company has provided similar service. Specify the services provided.

4.) Please describe how you charge for onsite visits. Specify whether you charge a minimum number of hours per onsite visit, and if so how many, or whether you charge for the actual hours devoted to a project.

5.) Please provide your company's mission and/or vision statement.

Proposal and Pricing (45 points)

Price of the eligible goods and services shall be the heaviest weighted criteria. Bids for all E-Rate basic maintenance (Category 2) will be evaluated as one project. Bidders are required to provide E-rate eligibility for each piece of equipment bid.

Service or function	Quantity and/or Capacity:	One Time Charge per QTY	Monthly Recurring Charge, if any	Other costs, if any
Basic Maintenance for existing equipment				
CISCO maintenance on qualifying items (Cisco BASE)				
Other qualifying maintenance				
Equipment				

Supplement any additional cost, such as installation, assembly, shipping, travel, per diem, etc. Vendor should provide an exhaustive list of all associated costs within their proposals.

Support services for online and telephone-based network technical assistance and tools are not eligible.

Please fill out, sign and submit with your proposal response the enclosed IRS Form W-9 and Vendor Background Questionnaire. We look forward to hearing from you.



Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5933	
From: ARNOLDO BECHO			
Subject: Approval of application to the South Texas Literacy Coalition Free Book Distribution and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)			
Background: The South Texas Literacy Coalition, a non-profit organization dedicated to the coordination of literacy services. The STLC is interested in funding the distribution of books for programs where the need is great. The books go to community members and are distributed during literacy events. The audience focus is children. There is no fiscal obligation. The library seeks to remain a partner. Past partnerships have been very positive.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.			
MariCarmen Garcia ARNOLDO BECHO Maggie Perez Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Library Director.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: South Texas Literacy Free Book Distribution Memo, South Texas Literacy Coalition Free Book Distribution Form			
Responsibilities upon Approval: The library will execute the agreement and return it to STLC. The library will then work with STLC to coordinate and document book dispersal events.			

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

Martin Garza, Interim City Manager

October 21, 2022

To: Martin Garza, Interim City Manager; Josh Pedraza, Mayor Pro-Tem; Leo Muñoz, Commissioner; Greg Kerr, Commissioner; Letty Lopez, Commissioner; Jose "JP" Rodriguez, Commissioner; Adrian Farias, Commissioner
CC: MariCarmen Garcia, Public Service Supervisor; Maggie Perez, Grant Writer
Fr: Arnoldo Becho, Library Director
Re: Request to participate in the South Texas Literacy Coalition free book distribution program.

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

Planning and documentation is required of participating organizations but there is no fiscal obligation. The library seeks to remain a partner indefinitely, so long as there is never any fiscal responsibility. Past partnerships have been very positive. Last year, our literacy program was awarded a total of \$4,618.85 in free books for all ages.

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

Thank you for the time,

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

South Texas Literacy Coalition Book Distribution Request Form

The South Texas Literacy Coalition is a 501C-3 nonprofit serving over 12 counties in South Texas. The mission of the South Texas Literacy Coalition is to enhance and enrich the quality of life of our region with literacy outreach programming through community partnerships that lead to more literate communities. Every year, we distribute tens of thousands of new, free books to children and their families at community events and book requests through our South Texas Reading Initiative. The South Texas Reading Initiative is a community outreach program aimed at providing educational institutions, local nonprofits, and community stakeholders (children and families), ages 0-18, access to free literary materials and services that enhance their organization's impact and event environment. In partnership with sponsors and community organizations, the STXRI aims to promote and bring awareness to the importance of literacy and enhance learning and reading initiatives across South Texas.

All book requests must be made 3 weeks PRIOR to your intended event date - this allows time for the STLC to review your request and pack your book order. If there are any questions or changes regarding your request, they will be made during this time and communicated via email.

Sign in to Google to save your progress. [Learn more](#)

* Required

ATTN: All book requests are required to be submitted at least 3 weeks before your event or project. Requests submitted less than 3 weeks prior will be automatically denied.

Due to high request volume, we require all requests be submitted AT LEAST 3 weeks before your event or project. Is your request date AT LEAST 3 weeks from today?

☐ Yes

☐ No



Date of Program/Event *

(Book requests MUST be submitted three weeks prior to your intended event/program date. Your request will be denied if submitted within the three weeks time-frame.)

Date

mm/dd/yyyy

Next

Clear form

Never submit passwords through Google Forms.

This content is neither created nor endorsed by Google. [Report Abuse](#) - [Terms of Service](#) - [Privacy Policy](#).

Google Forms



South Texas Literacy Coalition Book Distribution Request Form

Sign in to Google to save your progress. [Learn more](#)

* Required

Book Request Information

Please fill out the following section.

This section pertains to questions regarding the number of books you are requesting for your event. This information will help the STLC process and review your request.

- * The STLC allows organizations to request books twice a year. If you have requested books twice within the annual year, your request will be denied. You will be notified if this occurs.
- * The number of books you are approved for will be determined based on our organization's inventory. If we are not able to grant the full number of books you are requesting, the STLC will reduce your order rather than deny your request. You will be notified if your request is altered.

ATTN: Due to the high influx of requests, the STLC is limiting the number of books per order to a maximum total of 200. This amount will not change for the foreseeable future.



Please indicate the book levels needed for your event and the number of books needed from those levels:

Due to the high influx of requests, the STLC is limiting the number of books per order to a maximum total of 200. We will attempt to provide you with books as close to your levels selected, HOWEVER, our inventory is often times scarce and we may not be able to provide you with the exact request. If your request is approved, you will be notified and will be given appointment options based on the availability of our staff.

	0 Books	25 Books	50 Books	75 Books	100 Books	125 Books	150 Books	175 Books	200 Books
(Pre-K -2)	☐	☐	☐	☐	☐	☐	☐	☐	☐
(3rd- 5th)	☐	☐	☐	☐	☐	☐	☐	☐	☐
(6th- 8th)	☐	☐	☐	☐	☐	☐	☐	☐	☐
(9th- 12th)	☐	☐	☐	☐	☐	☐	☐	☐	☐

Name of your organization/campus *

(Please list the full name of your organization or campus)

Your answer

Name of contact person *

(Please write the full first and last name of the point of contact for your organization)

Your answer

Email *

Your answer

Phone *

Your answer

Is this your first-time requesting books from the South Texas Literacy Coalition? *

☐ Yes

☐ No

If no, when was the last date you requested books from our organization?

Date

mm/dd/yyyy

Are you an active follower of the STLC on its social media platforms – Facebook, *
Instagram, Twitter?

☐ Yes



☐ No (we kindly ask that you please visit our Facebook page at the QR code below to LIKE and FOLLOW our organization. By doing this, you will help spread awareness to our Mission!)

Back

Next

Clear form

Never submit passwords through Google Forms.

This content is neither created nor endorsed by Google. [Report Abuse](#) - [Terms of Service](#) - [Privacy Policy](#)

Google Forms





Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5935	
From:			
Subject: Approval to terminate and approve the Mid Valley Airport Ground Lease Agreement for Hangar W-3 Tenant Art Beckwith and approve Tenant Gary Wise and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)			
Background: Tenant Art Beckwith sold hangar W3 to tenant Gary Wise. Attached is the bill of sale			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
JOANNA FERNANDEZ ANDREW MUNOZ Martin Garza		Created	
City Manager Comments: Approve as recommended by the Airport Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Hangar W3 - Gary Wise, Bill of Sale W3 - Gary Wise			
Responsibilities upon Approval:			

Lease Agreement

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

This lease is entered into this ____ day of _____, 2022, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Gary Wise hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **2,760 sq. ft.** (W3) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may be renewed or extended but only with the Lessor's written agreement.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises


Lessee Initials

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

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of \$ 772.80. The first year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this agreement plus any extensions thereto.

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

- B) All lease payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and



Lessee Initials

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

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

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the lease premises may not be used for any commercial activity unless it is made known to Lessor and agreed to by Lessor in a separate agreement.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and


Lessee Initials

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

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


Lessee Initials

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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


Lessee Initials

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

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

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination


Lessee Initials

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

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government


Lessee Initials

commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

- B) Notice to Lessor is to be sent to:


Lessee Initials

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Gary Wise
Address: 3801 N. 1st Street
McAllen, Texas 78501


Lessee Initials

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

Section 14. Miscellaneous

- A) Venue shall lie exclusively in Hidalgo County, Texas. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.
- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived,


Lessee Initials

except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.
- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage



Lessee Initials

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

- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.



Lessee Initials

EXECUTED this _____ day of _____, 2022.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary

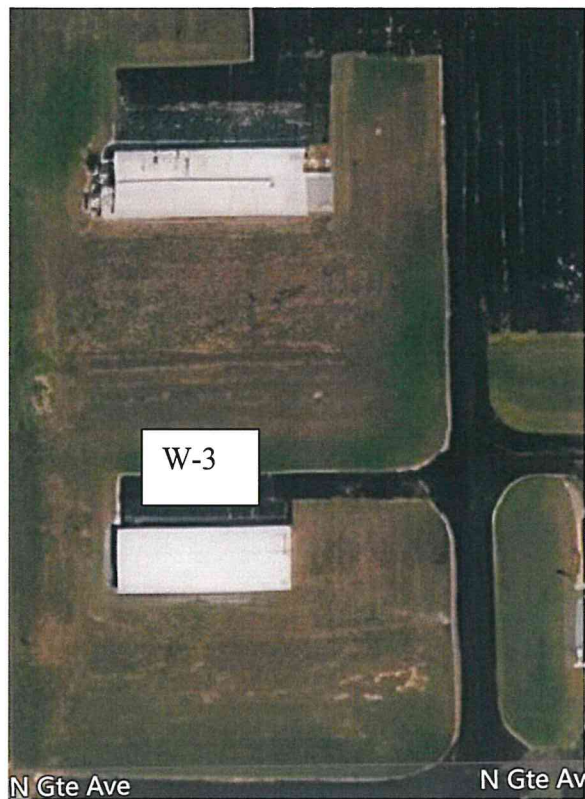


Lessee


Lessee Initials

“EXHIBIT A”

HANGAR W3
90' x 30'



Bill of Sale

Date: **April 6, 2021**

Seller: **Arthur E. Beckwith**

Seller's Mailing Address: **P.O. Box 1029, Progreso, Hidalgo County, Texas 78596**

Buyer: **Gary Wise**

Buyer's Mailing Address:

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

Transferred Properties:

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

Reservations from Transfer:

NONE

Exceptions to Transfer and Warranty:

All of record.

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

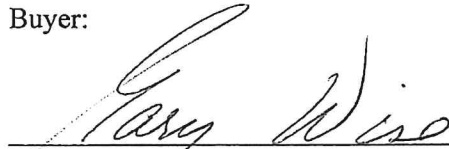
As a material part of the Consideration for this sale, Seller and Buyer agree that Buyer is taking the Transferred Properties "AS IS" and that there are no representations, disclosures, or express or implied warranties except those contained in the purchase contract and this bill of sale. Buyer has not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

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

Seller:


ARTHUR E. BECKWITH

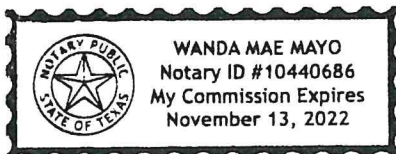
Buyer:

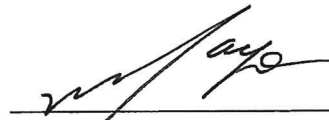

GARY WISE

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 6 day of **APRIL, 2021**, by
ARTHUR E. BECKWITH.

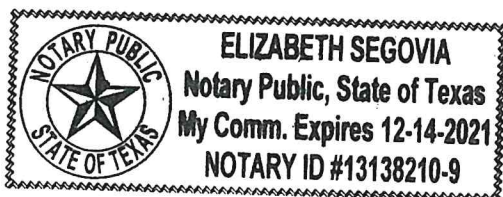



NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 7th day of **APRIL, 2021**, by
GARY WISE.




NOTARY PUBLIC, STATE OF TEXAS



Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5938	
From:			
Subject: Approval of the Mid Valley Airport Hangar Lease Agreement (s) as follows: Hangar E-1 tenant Hendrickson Flying Service; Hangar E-5 tenant David J. Garza; Hangar E-6 tenant Aaron Carlson; Hangar E-7 tenant Felipe Leal; Hangar E-8 tenant Gloria Brady; Hangar E-9 tenant Gloria Brady; Corporate Hangar 3 tenant Sergio Saenz and authorize the Mayor to execute any related documents (Staffed by Airport 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):			
JOANNA FERNANDEZ ANDREW MUNOZ Martin Garza		Created	
City Manager Comments: Approve as recommended by the Airport Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Hangar E1 - Hendrickson Flying Service, Hangar E5 - David J. Garza, Hangar E6 - Aaron Carlson, Hangar E7 - Felipe Leal, Hangar E8 - Gloria Brady, Hangar E9 - Gloria Brady, Corporate Hangar 3 - Sergio Saenz			
Responsibilities upon Approval:			

Lease Agreement

STATE OF TEXAS)

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

HIDALGO COUNTY)

This lease is entered into this 12 day of OCTOBER, 2022, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Hendrickson Flying Service, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee Hangar E-1 more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of 2 years. Thereafter, this lease may be renewed for a subsequent two (2) year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter

CH
Lessee Initials

and take possession of the Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor.

Section 3. Consideration

- A) In consideration for the lease of the Hangars referenced herein Lessee hereby agrees to pay monthly the sum of \$ 310.00. The first month's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month due for the term of this contract plus any extensions thereto.
- B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Hangar and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.
- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.

CH

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

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Hangar may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.
- E) Lessee agrees that he will at all times keep the premises of the Hangar, including the inside and the outside of the Hangar, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or

hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

- F) Lessee agrees that the usage of the Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he may conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Hangar without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.
- K) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than

CH
Lessee Initials

fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Hangar would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.
- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in

Lessee Initials

connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and

Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

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

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

- B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

CH

Lessee Initials

- C) Notice to Lessee to be sent to:

Lessee Name: Hendrickson Flying Service
Address: 21532 Quitno Rd.
Rochelle, IL 61068

CH

Lessee Initials

CH

Lessee Initials

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

Section 14. Miscellaneous

- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.
- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.
- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.

EXECUTED this _____ day of _____, 2022.

City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

Attest: _____
City Secretary



Lessee


Lessee Initials

“EXHIBIT A”

Hangar E-1



Lease Agreement

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

This lease is entered into this ____ day of _____, 2022, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and David J. Garza, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee Hangar E-5 more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of 2 years. Thereafter, this lease may be renewed for a subsequent two (2) year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter

06

Lessee Initials

and take possession of the Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor.

Section 3. Consideration

- A) In consideration for the lease of the Hangars referenced herein Lessee hereby agrees to pay monthly the sum of \$ 270.00. The first month's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month due for the term of this contract plus any extensions thereto.
- B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Hangar and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.
- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.

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

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Hangar may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.
- E) Lessee agrees that he will at all times keep the premises of the Hangar, including the inside and the outside of the Hangar, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or

hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

- F) Lessee agrees that the usage of the Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Hangar without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.
- K) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than

fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Hangar would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.
- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in

connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and

Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

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

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

- B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

DG
Lessee Initials

- C) Notice to Lessee to be sent to:

Lessee Name: David J. Garza
Address: 300 Kerria Avenue
McAllen, Texas 78501

DG
Lessee Initials

DG
Lessee Initials

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

Section 14. Miscellaneous

- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts therefrom. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.
- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.
- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.

EXECUTED this _____ day of _____, 2022.

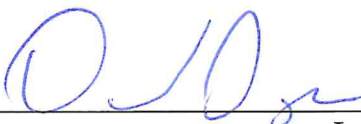
City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

Attest: _____
City Secretary



Lessee


Lessee Initials

“EXHIBIT A”

Hangar E-5



D6

Lessee Initials

Lease Agreement

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

This lease is entered into this ____ day of _____, 2022, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Aaron Carlson, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee Hangar E-6 more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of 2 years. Thereafter, this lease may be renewed for a subsequent two (2) year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter


Lessee Initials

and take possession of the Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor.

Section 3. Consideration

- A) In consideration for the lease of the Hangars referenced herein Lessee hereby agrees to pay monthly the sum of \$ 300.00. The first month's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month due for the term of this contract plus any extensions thereto.
- B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Hangar and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.
- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.



Lessee Initials

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

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Hangar may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.
- E) Lessee agrees that he will at all times keep the premises of the Hangar, including the inside and the outside of the Hangar, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or

hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

- F) Lessee agrees that the usage of the Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Hangar without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.
- K) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than



Lessee Initials

fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Hangar would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.
- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in



Lessee Initials

connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and

Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

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

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

- B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596



Lessee Initials

- C) Notice to Lessee to be sent to:

Lessee Name: Aaron Carlson
Address: P.O. Box 99
Edcouch, Texas 78538



Lessee Initials



Lessee Initials

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

Section 14. Miscellaneous

- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.
- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.
- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.

EXECUTED this _____ day of _____, 2022.

City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

Attest: _____
City Secretary



10-10-22 Lessee



Lessee Initials

“EXHIBIT A”

Hangar E-6




Lessee Initials

Lease Agreement

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

This lease is entered into this 14th day of October, 2022, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Felipe Leal, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee Hangar E-7 more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of 2 years. Thereafter, this lease may be renewed for a subsequent two (2) year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter


Lessee Initials

and take possession of the Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor.

Section 3. Consideration

- A) In consideration for the lease of the Hangars referenced herein Lessee hereby agrees to pay monthly the sum of \$ 240.00. The first month's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month due for the term of this contract plus any extensions thereto.
- B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Hangar and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.
- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.


Lessee Initials

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

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Hangar may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.
- E) Lessee agrees that he will at all times keep the premises of the Hangar, including the inside and the outside of the Hangar, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or

hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

- F) Lessee agrees that the usage of the Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Hangar without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.
- K) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than


Lessee/Initials

fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Hangar would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumes or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.
- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in


Lessee Initials

connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and

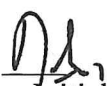
Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

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

Section 11. Force Majeure

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


Lessee Initials

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

- B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

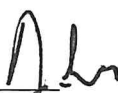
City Attorney
255 South Kansas Street
Weslaco, TX 78596


Lessee Initials

- C) Notice to Lessee to be sent to:

Lessee Name: Felipe Leal
Address: 3111 Rimrock Drive,
Missouri City, Texas 77459


Lessee Initials


Lessee Initials

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

Section 14. Miscellaneous

- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts therefrom. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.
- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.
- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.

EXECUTED this _____ day of _____, 2022.

City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

Attest: _____
City Secretary

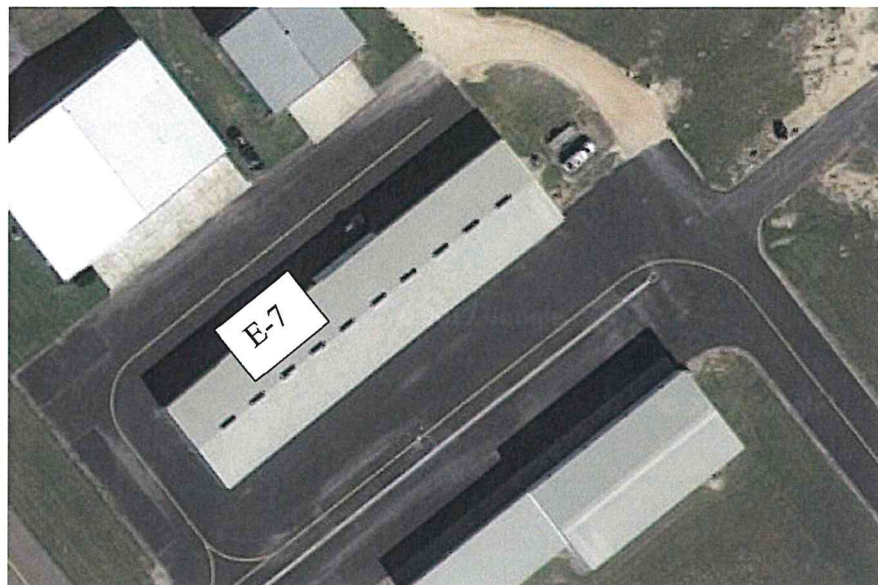


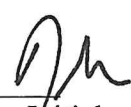
Lessee


Lessee Initials

“EXHIBIT A”

Hangar E-7




Lessee Initials

Lease Agreement

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

This lease is entered into this _____ day of _____, 2022, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Gloria Brady, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee Hangar E-8 more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of 2 years. Thereafter, this lease may be renewed for a subsequent two (2) year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter


Lessee Initials

and take possession of the Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor.

Section 3. Consideration

- A) In consideration for the lease of the Hangars referenced herein Lessee hereby agrees to pay monthly the sum of **\$ 240.00**. The first month's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month due for the term of this contract plus any extensions thereto.
- B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Hangar and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.
- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.



Lessee Initials

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

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Hangar may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.
- E) Lessee agrees that he will at all times keep the premises of the Hangar, including the inside and the outside of the Hangar, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or


Lessee Initials

hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

- F) Lessee agrees that the usage of the Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Hangar without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.
- K) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than

fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Hangar would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.
- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in

connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and


Lessee Initials

Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

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

Section 11. Force Majeure

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


Lessee Initials

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

- B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


Lessee Initials

- C) Notice to Lessee to be sent to:

Lessee Name: Gloria Brady
Address: 7501 S. 10th Street
McAllen, Texas 78503


Lessee Initials


Lessee Initials

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

Section 14. Miscellaneous

- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts therefrom. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.
- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.



Lessee Initials

- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.
- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.



Lessee Initials

EXECUTED this _____ day of _____, 2022.

City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

Attest: _____
City Secretary



Lessee



Lessee Initials

“EXHIBIT A”

Hangar E-8



SB

Lessee Initials

Lease Agreement

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

This lease is entered into this _____ day of _____, 2022, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Gloria Brady, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee Hangar E-9 more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of 2 years. Thereafter, this lease may be renewed for a subsequent two (2) year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter


Lessee Initials

and take possession of the Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor.

Section 3. Consideration

- A) In consideration for the lease of the Hangars referenced herein Lessee hereby agrees to pay monthly the sum of \$ 240.00. The first month's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month due for the term of this contract plus any extensions thereto.
- B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Hangar and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.
- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.


Lessee Initials

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

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Hangar may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.
- E) Lessee agrees that he will at all times keep the premises of the Hangar, including the inside and the outside of the Hangar, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or


Lessee Initials

hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

- F) Lessee agrees that the usage of the Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Hangar without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.
- K) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than


Lessee Initials

fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Hangar would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumes or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.
- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in



Lessee Initials

connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and


Lessee Initials

Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

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

Section 11. Force Majeure

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



Lessee Initials

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

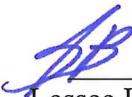
All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt requested. No other form of payment or notice will be accepted. Notice by email is not accepted.

- B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


Lessee Initials

- C) Notice to Lessee to be sent to:

Lessee Name: Gloria Brady
Address: 7501 S. 10th Street
McAllen, Texas 78503


Lessee Initials


Lessee Initials

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

Section 14. Miscellaneous

- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts therefrom. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.
- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.
- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.


Lessee Initials

EXECUTED this _____ day of _____, 2022.

City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

Attest: _____
City Secretary



Lessee


Lessee Initials

“EXHIBIT A”

Hangar E-9




Lessee Initials

Lease Agreement

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

This lease is entered into this ____ day of _____, 2022, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Sergio Saenz DBA SAABI Holding Investment Corp, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **4,095 sq. ft.** (C3) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **two (2)** years. Thereafter, this lease may be renewed for a subsequent 3 one (1) year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.


Lessee Initials

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

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly/yearly the sum of **\$850.00**. The first month's/year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

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

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

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

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

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

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

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the lease premises may not be used for any commercial activity unless it is made known to Lessor and agreed to by Lessor in a separate agreement.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and

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

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

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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

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

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

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

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


Lessee Initials

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

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

Section 10. Exclusions

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


Lessee Initials

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

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596



Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: SAABI Holding Investment Corp
Address: 1616 Palazzo
Mission, Texas 78572



Lessee Initials

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

Section 14. Miscellaneous

- A) Venue shall lie exclusively in Hidalgo County, Texas. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.



Lessee Initials

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


Lessee Initials

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

EXECUTED this _____ day of _____, 2022.

City of Weslaco, Hidalgo County, Texas

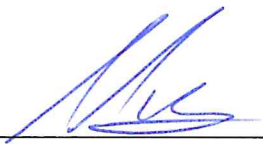
Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary



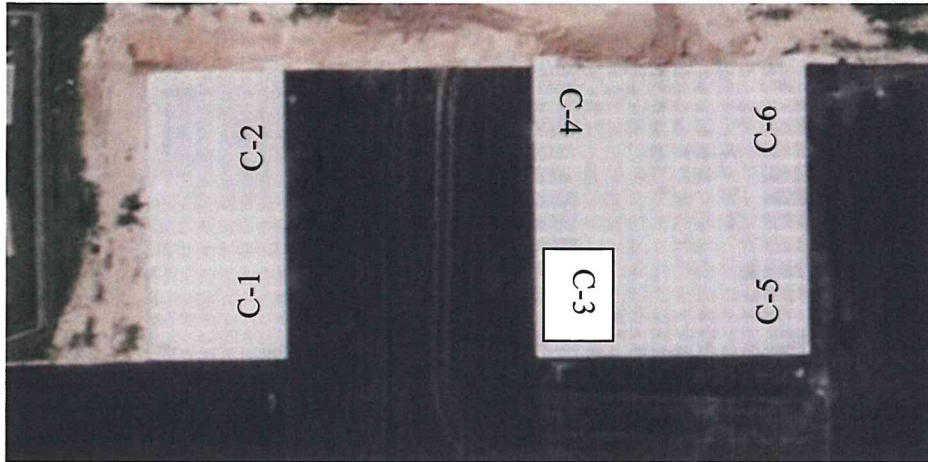
Lessee



Lessee Initials

“EXHIBIT A”

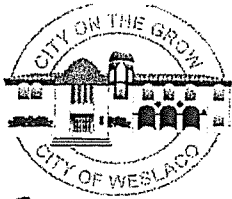
63'X 65'
Hangar C-3





Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5922	
From:			
Subject: Discussion and consideration on Resolution 2022-56 appointing members to the Board of Adjustments and Appeals to the Building Codes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve appointees as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Board App - Clemente A.. Del Campo_Redacted, Board App - Eduardo Trevino - redacted, Board App - Nicholas Carranza - redacted, Board App - Pablo G. Pena, Jr. - redacted, R2022-56 BOAA-BLDG CODES			
Responsibilities upon Approval: Execute, notify department and appointees.			



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: Clemente A. Del Campo DATE: 10-20-22

HOME ADDRESS: [REDACTED]
(☒) Inside City Limits (☐) Outside City Limits

MAILING ADDRESS: [REDACTED]

TELEPHONE: (Residence) - (Cell) 956-484-2409

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.) high school teacher

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: Lulac member/officer

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD	_____	MAYOR JOE V. SANCHEZ PUBLIC LIBRARY	_____
ANIMAL SHELTER ADVISORY BOARD	_____	PLANNING & ZONING COMMISSION	_____
BOARD OF ADJUSTMENTS- BUILDING	<u>1</u>	PUBLIC FACILITIES & TRANSPORTATION	_____
BOARD OF ADJUSTMENTS - ZONING	_____	NAMING COMMITTEE	_____
CITIZENS DRAINAGE ADVISORY BOARD	_____	TOWER OF HONOR	_____
CIVIL SERVICE BOARD	_____	WESLACO AIRPORT COMMITTEE	_____
ECONOMIC DEVELOPMENT CORPORATION	_____		
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE	_____		
WESLACO RECYCLING TASK FORCE COMMITTEE	_____		
PARKS & RECREATION ADVISORY BOARD	_____		

RETURN FORM & DISCLOSURE FORM TO:

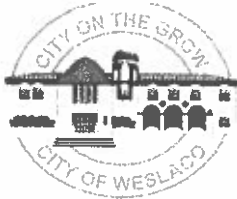
CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS ___ YES ___ NO



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: Eduardo Treviño DATE: 10/14/22
HOME ADDRESS: [REDACTED] Weslaco, Texas 78596
() Inside City Limits () Outside City Limits

MAILING ADDRESS: Same as above

TELEPHONE: (Residence) [REDACTED]

(Cell) [REDACTED]

E-MAIL ADDRESS [REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.) [REDACTED]

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

N/A

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD _____
ANIMAL SHELTER ADVISORY BOARD _____
BOARD OF ADJUSTMENTS- BUILDING X _____
BOARD OF ADJUSTMENTS - ZONING _____
CITIZENS DRAINAGE ADVISORY BOARD _____
CIVIL SERVICE BOARD _____
ECONOMIC DEVELOPMENT CORPORATION _____
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE _____
WESLACO RECYCLING TASK FORCE COMMITTEE _____
PARKS & RECREATION ADVISORY BOARD _____

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____
PLANNING & ZONING COMMISSION _____
PUBLIC FACILITIES & TRANSPORTATION _____
NAMING COMMITTEE _____
TOWER OF HONOR _____
WESLACO AIRPORT COMMITTEE _____

RETURN FORM & DISCLOSURE FORM TO:

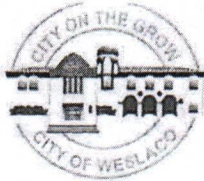
CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS ___ YES ___ NO



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: Nicholas Carranza DATE: 10/13/22
HOME ADDRESS: [REDACTED] Weslaco TX 78596
(X) Inside City Limits () Outside City Limits
MAILING ADDRESS: _____
TELEPHONE: (Residence) _____ (Cell) [REDACTED]
E-MAIL ADDRESS: [REDACTED]
OCCUPATION: (If retired, indicate former occupation or profession.) Banker
PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: Weslaco Board of Appeals, mid Valley Lions
PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD	_____	MAYOR JOE V. SANCHEZ PUBLIC LIBRARY	_____
ANIMAL SHELTER ADVISORY BOARD	_____	PLANNING & ZONING COMMISSION	_____
BOARD OF ADJUSTMENTS - BUILDING	_____	PUBLIC FACILITIES & TRANSPORTATION	_____
BOARD OF ADJUSTMENTS - ZONING	_____	NAMING COMMITTEE	_____
CITIZENS DRAINAGE ADVISORY BOARD	_____	TOWER OF HONOR	_____
CIVIL SERVICE BOARD	_____	WESLACO AIRPORT COMMITTEE	_____
ECONOMIC DEVELOPMENT CORPORATION	_____		
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE	_____		
WESLACO RECYCLING TASK FORCE COMMITTEE	_____		
PARKS & RECREATION ADVISORY BOARD	_____		

RETURN FORM & DISCLOSURE FORM TO:

CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS ___ YES ___ NO



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME:

PABLO G Peña JR.

DATE:

10/14/22

HOME ADDRESS:

☐ Inside City Limits

☒ Outside City Limits

MAILING ADDRESS:

TELEPHONE: (Residence)

(Cell)

E-MAIL ADDRESS:

OCCUPATION: (If retired, indicate former occupation or profession.)

V.P. Ceneco corp.

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD _____
ANIMAL SHELTER ADVISORY BOARD _____
BOARD OF ADJUSTMENTS- BUILDING 1 _____
BOARD OF ADJUSTMENTS - ZONING _____
CITIZENS DRAINAGE ADVISORY BOARD _____
CIVIL SERVICE BOARD _____
ECONOMIC DEVELOPMENT CORPORATION _____
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE _____
WESLACO RECYCLING TASK FORCE COMMITTEE _____
PARKS & RECREATION ADVISORY BOARD _____

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____
PLANNING & ZONING COMMISSION 2 _____
PUBLIC FACILITIES & TRANSPORTATION _____
NAMING COMMITTEE _____
TOWER OF HONOR _____
WESLACO AIRPORT COMMITTEE _____



RETURN FORM & DISCLOSURE FORM TO:

CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS __YES ☒ NO

RESOLUTION NO. 2022-56

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBER
TO THE BOARD OF ADJUSTMENTS & APPEALS-BUILDING CODES.**

WHEREAS, the City of Weslaco created and established the Board of Adjustments & Appeals-Building Codes.

WHEREAS, the Board of Adjustments & Appeals-Building Codes shall consist of seven (7) members appointed by the Commission and shall serve a four (4) year term; and

WHEREAS, a board member shall not act in a case in which he/she has personal interest; and

WHEREAS, the board shall hear all appeals on requests for variances under the International and Residential Building Codes and city codes such as plumbing, electrical, housing and mechanical; and

WHEREAS, every decision of the board shall promptly be filed in the office of the Building Official, and shall be opened to public inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individuals are appointed to serve as members on the Board of Adjustments & Appeals-Building Codes.

<u>NAME</u>	<u>TERM ENDING</u>
_____	11/01/2026
_____	11/01/2026
_____	11/01/2026
_____	11/01/2026

PASSED AND APPROVED on this 1st day of November 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: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5940	
From:			
Subject: Discussion and consideration on Resolution 2022-57 appointing members to the Weslaco Economic Development Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco EDC.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve appointees as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Board App - Hector Solis dated as of 022822, Board App - Jerry Don Wilson dated 02-07-22, Board App - Sonjia de la Fuente, Board App - Juan Jose Serrano Jr., Board App - Fred Perez_Redacted, R2022-57 EDC Board Member - expired term			
Responsibilities upon Approval:			

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 1980 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



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

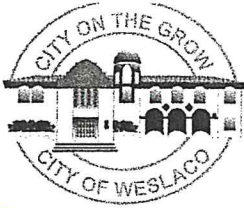
BY: [Signature]

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

Applicant's Signature: 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 TO SERVE ON BOARDS & COMMITTEES

NAME: Sonjia delafuente DATE: 10/23/22

HOME ADDRESS: 7045 Ohio Ave.
() Inside City Limits () Outside City Limits

MAILING ADDRESS: (same)

TELEPHONE: (Residence) — (Cell) 956-279-1571

E-MAIL ADDRESS: sonjiadelafuente@yahoo.com

OCCUPATION: (If retired, indicate former occupation or profession.) Skin Care

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: St. Pius Catholic Church

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD _____
ANIMAL SHELTER ADVISORY BOARD _____
BOARD OF ADJUSTMENTS- BUILDING _____
BOARD OF ADJUSTMENTS - ZONING _____
CITIZENS DRAINAGE ADVISORY BOARD _____
CIVIL SERVICE BOARD _____
ECONOMIC DEVELOPMENT CORPORATION ✓ _____
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE _____
WESLACO RECYCLING TASK FORCE COMMITTEE _____
PARKS & RECREATION ADVISORY BOARD _____

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____
PLANNING & ZONING COMMISSION _____
PUBLIC FACILITIES & TRANSPORTATION _____
NAMING COMMITTEE _____
TOWER OF HONOR _____
WESLACO AIRPORT COMMITTEE _____

RETURN FORM & DISCLOSURE FORM TO:

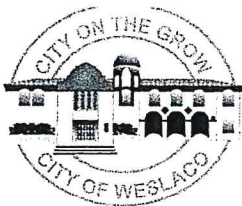
CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS — YES — NO



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: JUAN JOSE SERRANO JR. DATE: 10/25/22

HOME ADDRESS: 1401 PECAN ORCHARD DRIVE WESLACO, TX. 78599
(☒) Inside City Limits (☐) Outside City Limits

MAILING ADDRESS: 1401 PECAN ORCHARD DRIVE WESLACO, TX. 78599

TELEPHONE: (Residence) _____ (Cell) 956-975-8933

E-MAIL ADDRESS blue4x402@yahoo.com

OCCUPATION: (If retired, indicate former occupation or profession.)

FACTORY LEADER - HERB CO.

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

FDCW BOARD MEMBER (2019 - 2022)

UNITED WAY OF SOUTH TEXAS BOARD MEMBER (2017 - 2019)

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD	_____	MAYOR JOE V. SANCHEZ PUBLIC LIBRARY	_____
ANIMAL SHELTER ADVISORY BOARD	_____	PLANNING & ZONING COMMISSION	_____
BOARD OF ADJUSTMENTS- BUILDING	_____	PUBLIC FACILITIES & TRANSPORTATION	_____
BOARD OF ADJUSTMENTS - ZONING	_____	NAMING COMMITTEE	_____
CITIZENS DRAINAGE ADVISORY BOARD	_____	TOWER OF HONOR	_____
CIVIL SERVICE BOARD	_____	WESLACO AIRPORT COMMITTEE	_____
ECONOMIC DEVELOPMENT CORPORATION	<u>1</u>		
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE	_____		
WESLACO RECYCLING TASK FORCE COMMITTEE	_____		
PARKS & RECREATION ADVISORY BOARD	_____		

RETURN FORM & DISCLOSURE FORM TO:

CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS ___ YES ___ NO

Mayor & City Commissioners,

I am extremely grateful to have served on the Board of Directors of the EDCW.

My term is set to expire on December 02, 2022. At that time, I will have served an unexpected term from March 05, 2019 through December 02, 2019 (9 months) and a full term from December 03, 2019 through December 02, 2022 (3 years).

I have enjoyed the honor of serving our great city in this role and respectfully request your consideration in appointing me to serve a new term of 2 years and 3 months. This will allow me to serve a total of 6 consecutive years which is the maximum period allowable based on our Articles of Incorporation.

Together, we have accomplished many amazing achievements. The following are a few highlights:

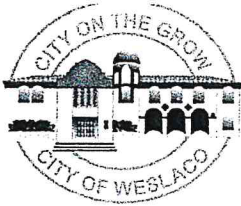
- The purchase of 147 acres for a new Industrial Park
- Becoming a "Triple Freeport Community"
- Retail expansion that will very well take up all our available property along Expressway 83
- Attracting new distribution organizations to take advantage of our centralized location

I am confident that we will continue to make great strides forward.

As a reminder, I am the leader of the HEB – Weslaco Retail Support Center. My distribution experience provides me a unique perspective and strong understanding the benefits of being centrally located in our region provides. I am a true Weslaco native having been born, raised, and employed in this great city my entire life. This city and our amazing community has given me great opportunities for personal and professional growth. The role as an EDCW Board Member has allowed me to thank the community, give back, and provide the same professional and personal growth to others.

Thank you for your consideration.

JJ Serrano Jr.
[c:\(956\)975-8933](tel:(956)975-8933)
uhta@heb.com



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: FRED PEREZ DATE: 10/25/22

HOME ADDRESS: [REDACTED]
() Inside City Limits () Outside City Limits

MAILING ADDRESS: [REDACTED]

TELEPHONE: (Residence) [REDACTED] (Cell) [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.)

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:
Real Estate Development, Aviation, Construction

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD	_____	MAYOR JOE V. SANCHEZ PUBLIC LIBRARY	_____
ANIMAL SHELTER ADVISORY BOARD	_____	PLANNING & ZONING COMMISSION	_____
BOARD OF ADJUSTMENTS- BUILDING	_____	PUBLIC FACILITIES & TRANSPORTATION	_____
BOARD OF ADJUSTMENTS - ZONING	_____	NAMING COMMITTEE	_____
CITIZENS DRAINAGE ADVISORY BOARD	_____	TOWER OF HONOR	_____
CIVIL SERVICE BOARD	_____	WESLACO AIRPORT COMMITTEE	_____
ECONOMIC DEVELOPMENT CORPORATION	☒		
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE	_____		
WESLACO RECYCLING TASK FORCE COMMITTEE	_____		
PARKS & RECREATION ADVISORY BOARD	_____		

RETURN FORM & DISCLOSURE FORM TO:

CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS __ YES __ NO

RESOLUTION NO. 2022-57

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

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

WHEREAS, the terms of members on this board 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) full year terms; and

WHEREAS, the term of a members is set to expire December 02, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individuals are appointed as a member of the Board of Directors of the Economic Development Corporation of Weslaco.

<u>Name</u>	<u>Term Expires</u>
_____	12/02/25
_____	12/02/25
_____	12/02/25

PASSED AND APPROVED on this 1st day of November 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: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5941	
From:			
Subject: Discussion and consideration on Resolution 2022-58 appointing members to the Animal Shelter Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve appointments as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Board App - Edward Mejia_Redacted, Board App - Leroy Moreno redacted, Board App- Sandra Reyna_Redacted, R2022-58 Animal Shelter Board			
Responsibilities upon Approval:			



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME:

Edward Mejia

DATE:

10/20/22

HOME ADDRESS:

[REDACTED]

☒ Inside City Limits

☐ Outside City Limits

MAILING ADDRESS:

SAME

TELEPHONE: (Residence)

(Cell)

[REDACTED]

E-MAIL ADDRESS:

[REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.)

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD 1
ANIMAL SHELTER ADVISORY BOARD 1
BOARD OF ADJUSTMENTS- BUILDING 1
BOARD OF ADJUSTMENTS - ZONING 3
CITIZENS DRAINAGE ADVISORY BOARD 3
CIVIL SERVICE BOARD 3
ECONOMIC DEVELOPMENT CORPORATION 3
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE 3
WESLACO RECYCLING TASK FORCE COMMITTEE 3
PARKS & RECREATION ADVISORY BOARD 2

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY 4
PLANNING & ZONING COMMISSION 4
PUBLIC FACILITIES & TRANSPORTATION 4
NAMING COMMITTEE 4
TOWER OF HONOR 4
WESLACO AIRPORT COMMITTEE 4

RETURN FORM & DISCLOSURE FORM TO:

CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS ___ YES ___ NO

RECEIVED

OCT 20 2022

FY: act



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: LEROY MORENO

DATE: OCT-25/22

HOME ADDRESS: _____

☒ Inside City Limits ☐ Outside City Limits

MAILING ADDRESS: _____

TELEPHONE: (Residence) _____

(Cell) _____

E-MAIL ADDRESS: _____

OCCUPATION: (If retired, indicate former occupation or profession.)

SELF EMPLOYED: MORENO'S FEED & PET STORE

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

WISD AG. ADVISORY BOARD

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

- AMBULANCE ADVISORY BOARD _____
- ANIMAL SHELTER ADVISORY BOARD ☒
- BOARD OF ADJUSTMENTS- BUILDING _____
- BOARD OF ADJUSTMENTS - ZONING _____
- CITIZENS DRAINAGE ADVISORY BOARD _____
- CIVIL SERVICE BOARD _____
- ECONOMIC DEVELOPMENT CORPORATION _____
- HOTEL OCCUPANCY TAX ADVISORY COMMITTEE _____
- WESLACO RECYCLING TASK FORCE COMMITTEE _____
- PARKS & RECREATION ADVISORY BOARD _____

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____
PLANNING & ZONING COMMISSION _____
PUBLIC FACILITIES & TRANSPORTATION _____
NAMING COMMITTEE _____
TOWER OF HONOR _____
WESLACO AIRPORT COMMITTEE _____

RETURN FORM & DISCLOSURE FORM TO:

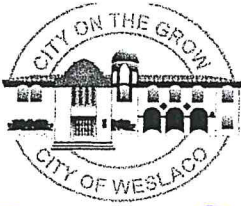
CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS ☐ YES ☐ NO



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: Sandra Reyna DATE: 10/27/22

HOME ADDRESS: [REDACTED]
() Inside City Limits () Outside City Limits

MAILING ADDRESS: Same as above

TELEPHONE: (Residence) [REDACTED] (Cell) [REDACTED]

E-MAIL ADDRESS [REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.)

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD	_____	MAYOR JOE V. SANCHEZ PUBLIC LIBRARY	_____
ANIMAL SHELTER ADVISORY BOARD	<u>2</u>	PLANNING & ZONING COMMISSION	_____
BOARD OF ADJUSTMENTS- BUILDING	_____	PUBLIC FACILITIES & TRANSPORTATION	_____
BOARD OF ADJUSTMENTS - ZONING	_____	NAMING COMMITTEE	_____
CITIZENS DRAINAGE ADVISORY BOARD	<u>1</u>	TOWER OF HONOR	_____
CIVIL SERVICE BOARD	_____	WESLACO AIRPORT COMMITTEE	_____
ECONOMIC DEVELOPMENT CORPORATION	_____		
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE	_____		
WESLACO RECYCLING TASK FORCE COMMITTEE	_____		
PARKS & RECREATION ADVISORY BOARD	_____		

RETURN FORM & DISCLOSURE FORM TO:

CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS ___ YES ___ NO

RECEIVED

OCT 27 2022

BY: [Signature]

RESOLUTION NO. 2022-58

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO
THE ANIMAL SHELTER ADVISORY COMMITTEE**

WHEREAS, Ordinance 2012-2 establishes an Animal Shelter Advisory Board that will assist the City of Weslaco in complying with the requirements of Chapter 823 of The Texas Health and Safety Code and will be codified as Division 8 of Chapter 22 of The Code of Ordinances; and

WHEREAS, The Animal Shelter Advisory Committee shall assist the City of Weslaco in complying with the requirements of Chapter 823 of The Texas Health and Safety Code; and

WHEREAS, The Animal Shelter Advisory Committee will be composed of one (1) veterinarian, one (1) City of Weslaco official, one (1) person whose duties include the daily operation of an animal shelter and one (1) representative from an animal welfare organization and one (1) citizen of the City of Weslaco.; and

WHEREAS, each member shall be appointed by the City Commission of the City of Weslaco; and

WHEREAS, the member appointment of the representative from an animal welfare organization and the citizen of the City of Weslaco of this Committee will hold office for a 3-term the veterinarian member, City of Weslaco official member and the person whose duties include the daily operation of an animal shelter (staff) are appointed until removed and replaced.

WHEREAS, the Animal Shelter Advisory Committee members shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT these individuals are appointed to the Animal Shelter Advisory Committee for a term as assigned.

<u>Name</u>	<u>Term Expires</u>
_____	11/01/2025
_____	11/01/2025

PASSED AND APPROVED on this 1st day of November 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: November 1, 2022	Agenda Item No. (to be assigned by CSO): 2022-5603
From:	
Subject: Presentation and discussion of the programing proposal from Boultinghouse Simpson Gates, and consideration of approval of a project program for the New Library/Library Renovation Project. Possible action. (Staffed by the Library Department.)	
Background: This initiative continues the design process for our New Library/Library Renovation project. After discussions and a workshop with Boultinghouse Simpson Gates (BSG), city administration and BSG were able to outline alternatives for programing and design of the New Library/Library Renovation project. At this time BSG has improved upon the hybrid project program in the hopes that the new project program is more closely aligned with the facility and budgetary requirements of the project. The new program no longer includes renovation of the library theater. By excluding the theatre, we may stay closer to the original budget. Please note that the theatre space is still functional and the library staff very much support our limited funds being used completely within the new facility. Both options will allow continued use of the library theater and some use of the old library building. Thus, our overall space will increase significantly. The new hybrid and reduced options are designated by the following characteristics. “Hybrid” Program (16,720 sqft): cost estimate \$8,025,600 “Reduced” Program (15,631 sqft): cost estimate \$7,502,880 BSG hopes that the Commission will approve a project program or provide specific direction regarding modifications to the project program that they may use to continue the design process. 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 the alternatives proposed by BSG. Library management feels that they can work within the program proposed but prefers the Hybrid option. 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): The Library Board evaluated the programing for spaces proposed and the mapping of all subsequent plans is in respect to the needs they expressed within that evaluation.		
ARNOLDO BECHO ARNOLDO BECHO ANDREW MUNOZ Martin Garza		Created/Initiated Approved New
City Manager Comments: Recommendation to be made at the meeting.		
Staff Recommendation:		
Attachments, if any: 20221018 Abbreviated presentation with extra mockups, Weslaco Public Library Schedule_Final V1, memo - Request to approve New Library Project Program Oct 2022, November City Commission Presentation		
Responsibilities upon Approval: Library and City Administration will work with BSG to continue the design phase and continue the project through full execution of the contract.		

Mayor Joe V Sanchez Public Library

Weslaco, Texas

OCTOBER 18, 2022



MSRDesign

Library Programs

Programs vs Budgets

Programs	Existing		1.5 - Hybrid (22k sf)		
	sq. ft.	% area	sq. ft.	% area	
Entry lobby	220	1%	700	4%	local history in lobby
Collections	5,050	20%	2,525	15%	50% reduction
Staff	3,100	12%	2,700	16%	13% reduction
Children	1,520	6%	2,100	13%	Including story time room
Teen	650	3%	625	4%	
Lounge / Study	1,560	6%	1,700	10%	
Technology	840	3%	600	4%	30% reduction
Café	640	3%	500	3%	
Medium meeting room	370	1%	350	2%	
Small Meeting rooms	200	1%	1,200	7%	3 sm mtg + 5 study rooms
Maker's Space		0%	400	2%	smaller makers space
Business Center		0%		0%	business center in lounge
Partner Space		0%	300	2%	
Local History Space		0%		0%	local history in other area
Multi-use Meeting room	-	0%	1,500	9%	space for 120 seats
Library Non-Assignable	1,435	6%	1,520	9%	
Theater Lobby/ lg mtg room *1	1,010	4%	-	0%	not in scope
Theater *1	4,530	18%	-	0%	not in scope
Classroom (Porter P. Doss)	4,170	16%	-	0%	demolished
NEW CONSTRUCTION	area (sf)		16,720	100%	
New Construction Subtotal	est. \$480/sf				
TOTAL PROGRAM AREA	25,295 sf		16,720 sf		
Probable Construction Cost			\$8,025,600		
DEMOLITION AND SOFT COSTS *2			\$2,500,000		
TOTAL PROJECT			\$10,525,600		

Theater *1

\$125/sf = minor electrical updates and some finish updates (this is not in scope)

\$350/sf = full electrical/mechanical updates full finish updates with some window updates (this is not in scope)

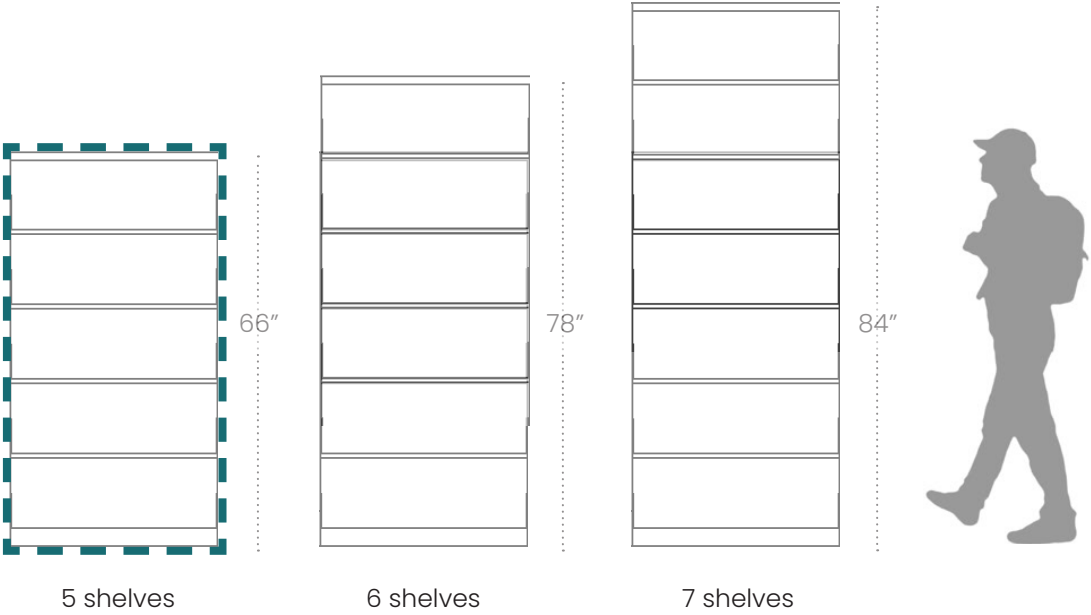
DEMOLITION AND SOFT COSTS *2

\$2,500,000 = project budget amount for:

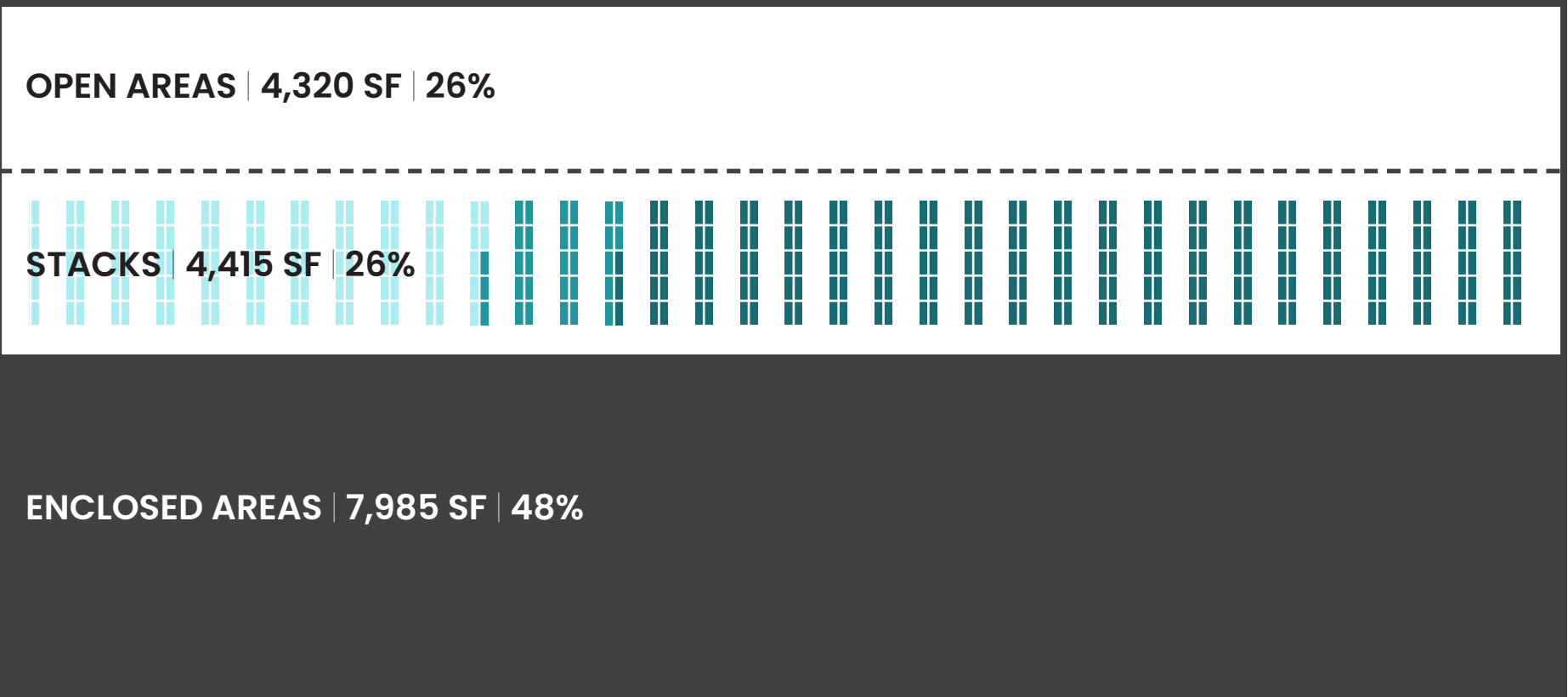
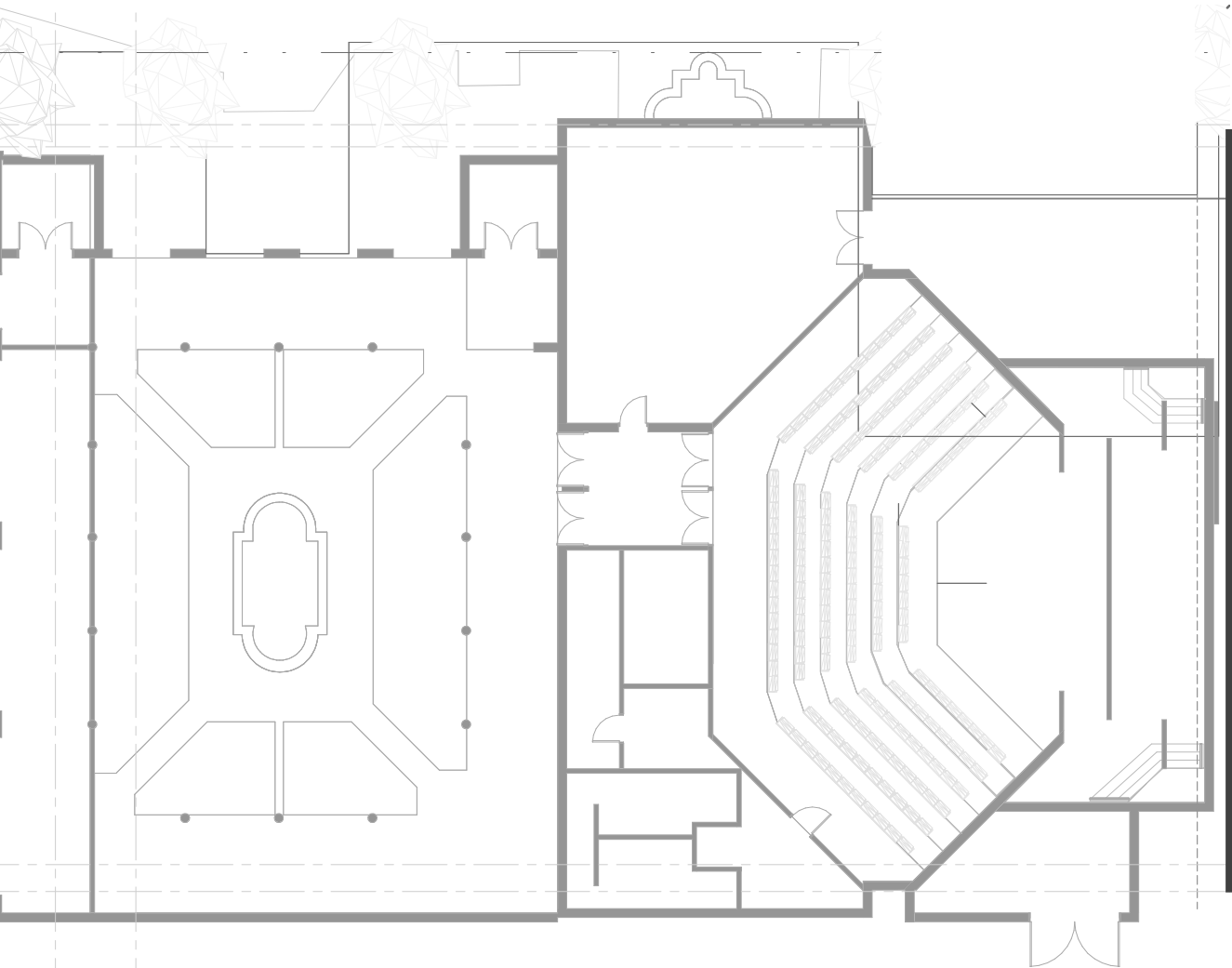
architects basic & additional services fees - owners consultant fees - geotechnical engineering - code testing & allowances - boundary & topographic surveys - moving costs - demolition & remediation - site development outside 20' of the building perimeter - wall remediation/replacement between Potter Doss & theater - TDLR registration & inspection

reduced collection | 66" stack height

	existing collection	reduced	% reduction	shelves	shelves/ section	# sections	area (sf)
Adult	66,272	33,136	50%	1,013		203	2,671
Audiobook	1,833	917	50%	32	5	6	85
Fiction	25,124	12,562	50%	353	5	71	931
Spanish	7,783	3,892	50%	122	5	24	321
Non-Fiction	20,141	10,071	50%	315	5	63	830
Videos (DVD)	2,752	1,376	50%	21	5	4	55
Music (CD)	300	150	50%	2	5	0	6
Large Print	2,743	1,372	50%	32	5	6	85
Texas	2,931	1,466	50%	51	5	10	136
Reference	2,665	1,333	50%	85	5	17	223
Young Adult	6,442	6,442	0%	151	5	30	398
Children	21,774	21,774	0%	510	5	102	1,345
TOTAL	94,488	61,352	35%	1,674	5	335	4,415



avg: 5 shelves



CHILDREN
TEENS
ADULTS

Existing Library Elevation

Mayor Joe V. Sanchez Public Library

PORTER P. DOSS
BUILDING

EXISTING THEATER

MAYOR JOE V. SANCHEZ
PUBLIC LIBRARY



Elements of Spanish Colonial Architecture

Familiarity of materials and shape

- Thick, white, Stucco walls, adobe or stone exteriors
- Small, open windows
- One story
- Flat roof with clay tiles
- Wooden support beams
- Inner courtyard
- Little or no decoration
- Arcades

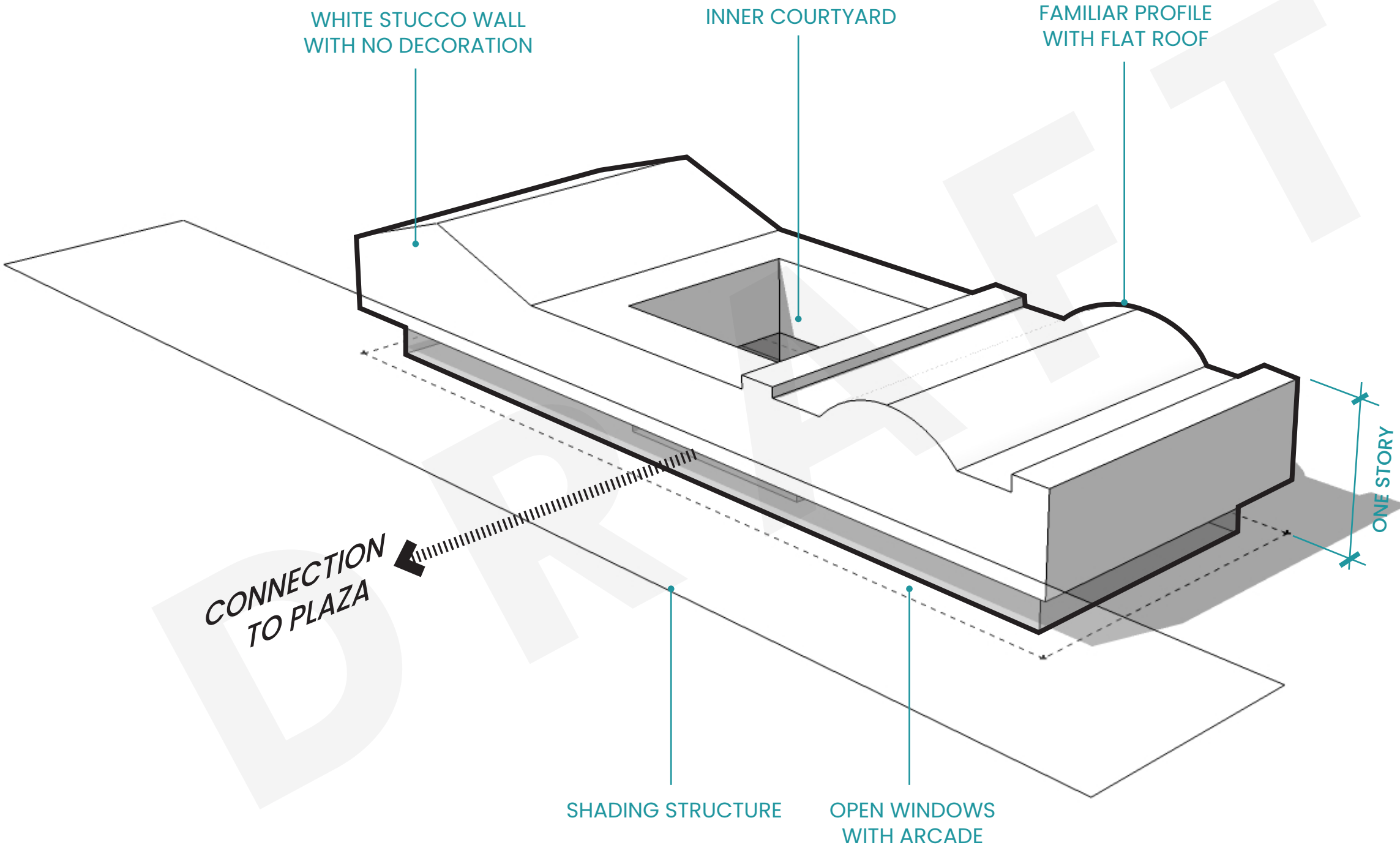
Elements of Spanish Colonial Architecture

Familiarity of materials and shape



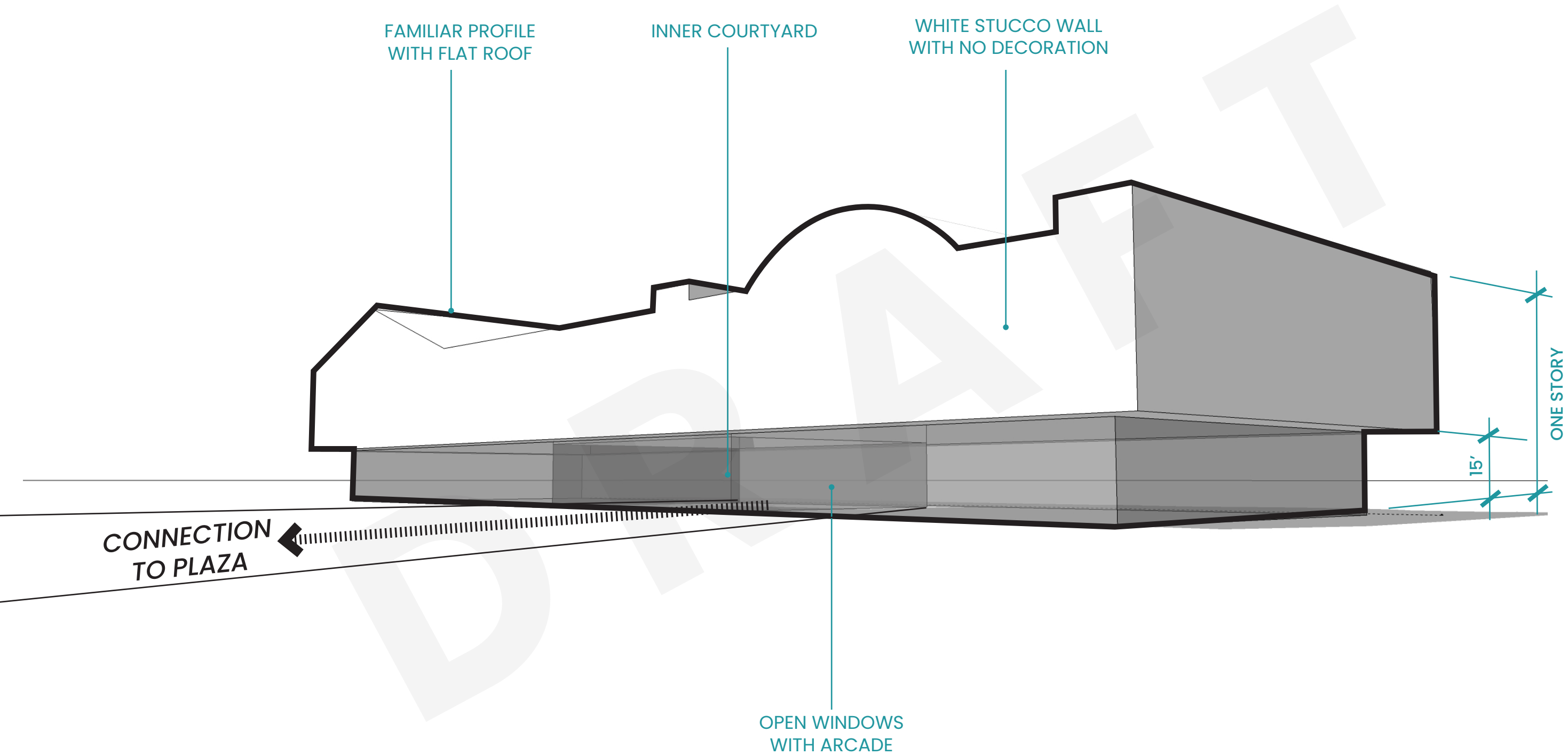
Elements of Spanish Colonial Architecture

Familiarity of materials and shape



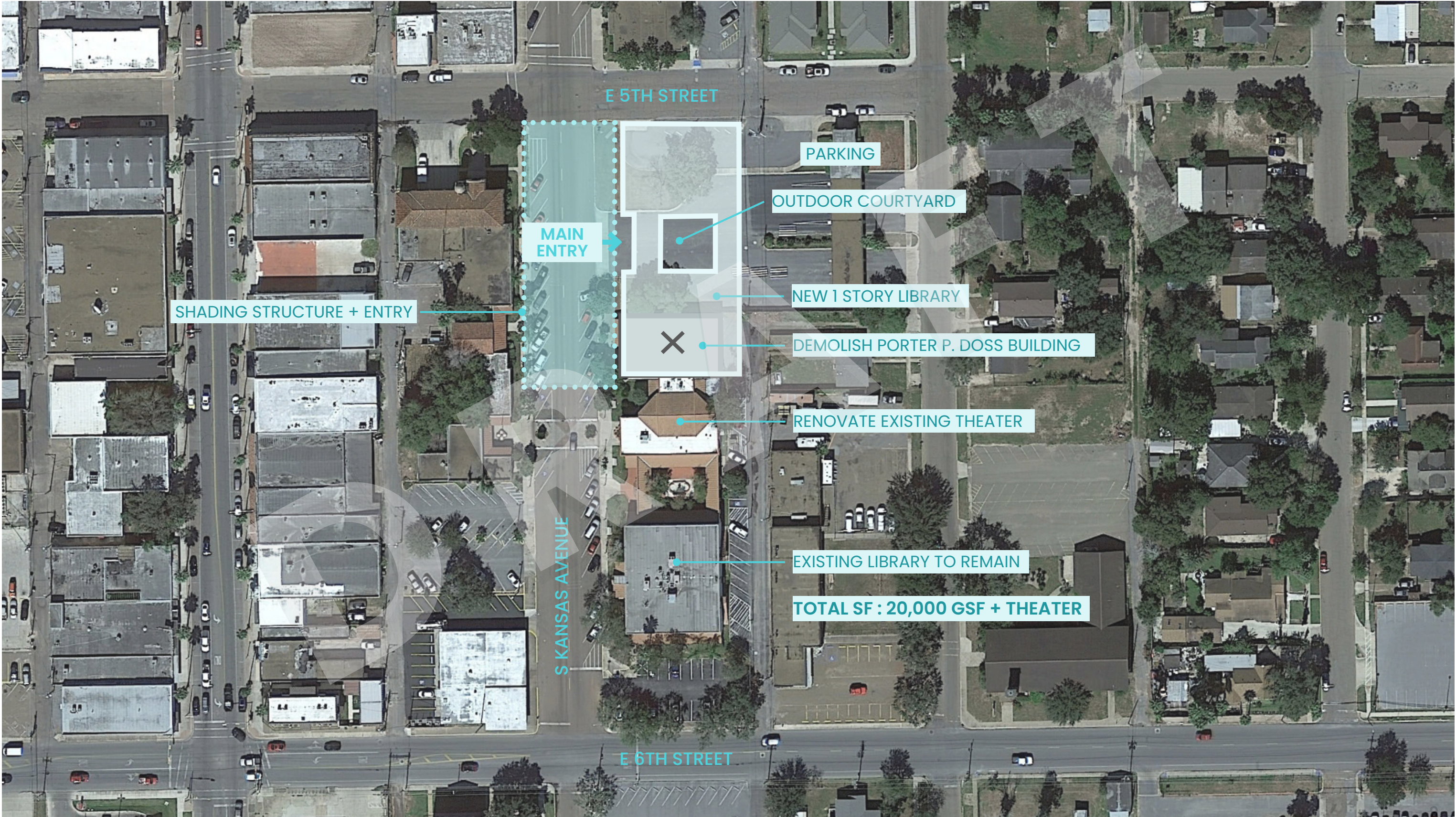
Elements of Spanish Colonial Architecture

Familiarity of materials and shape



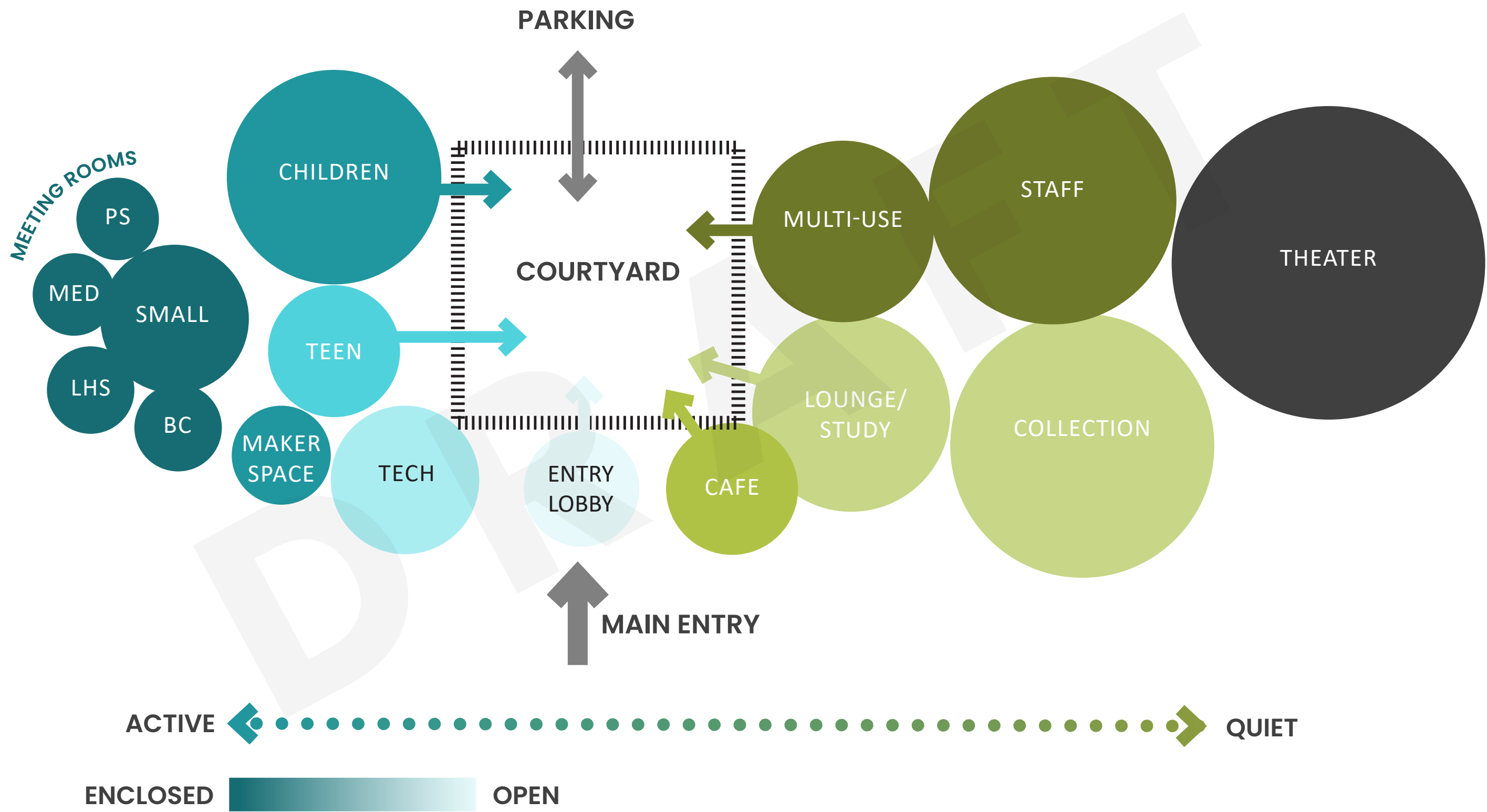
Relative Footprint in Context

Option #3 New Construction

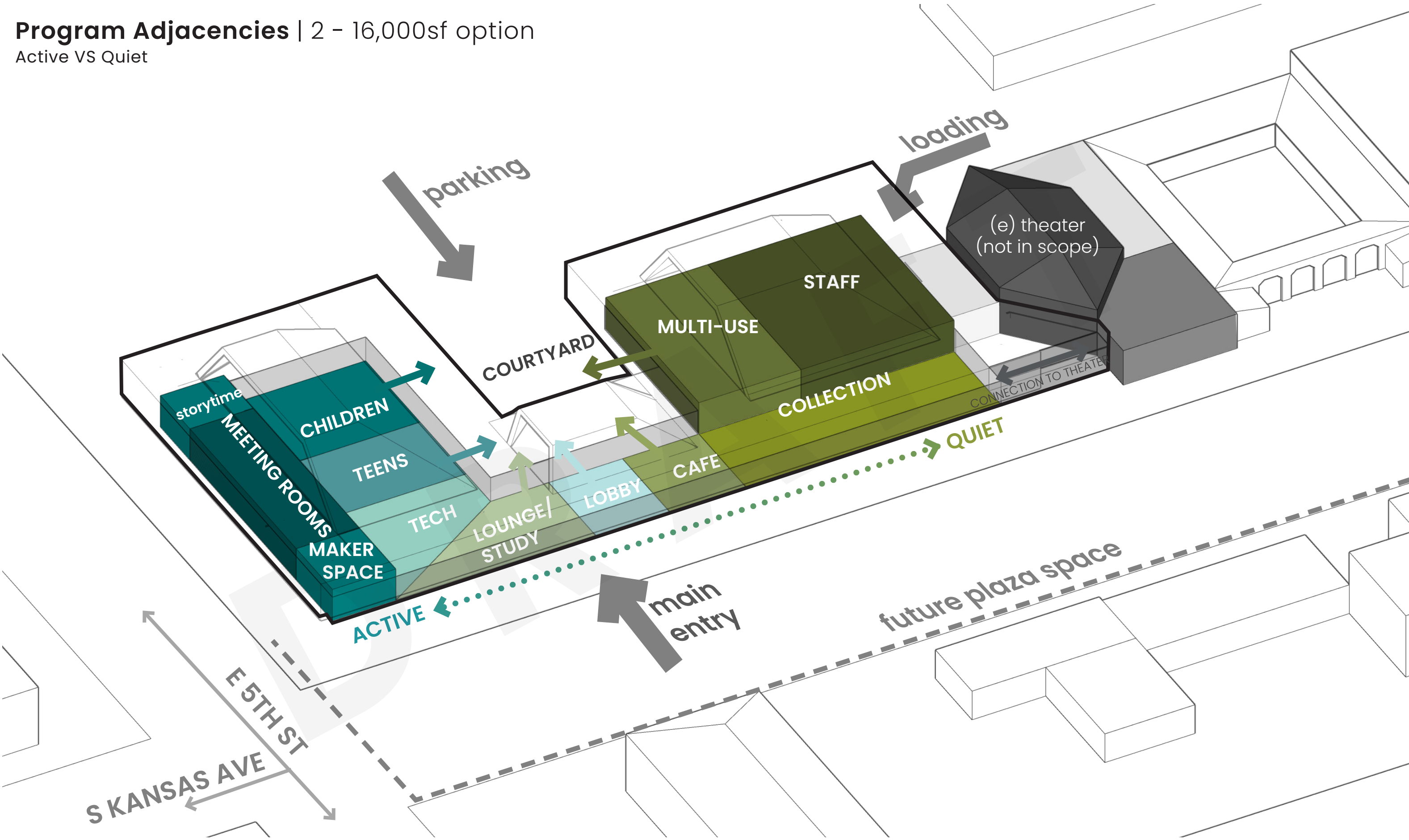


Program Diagram

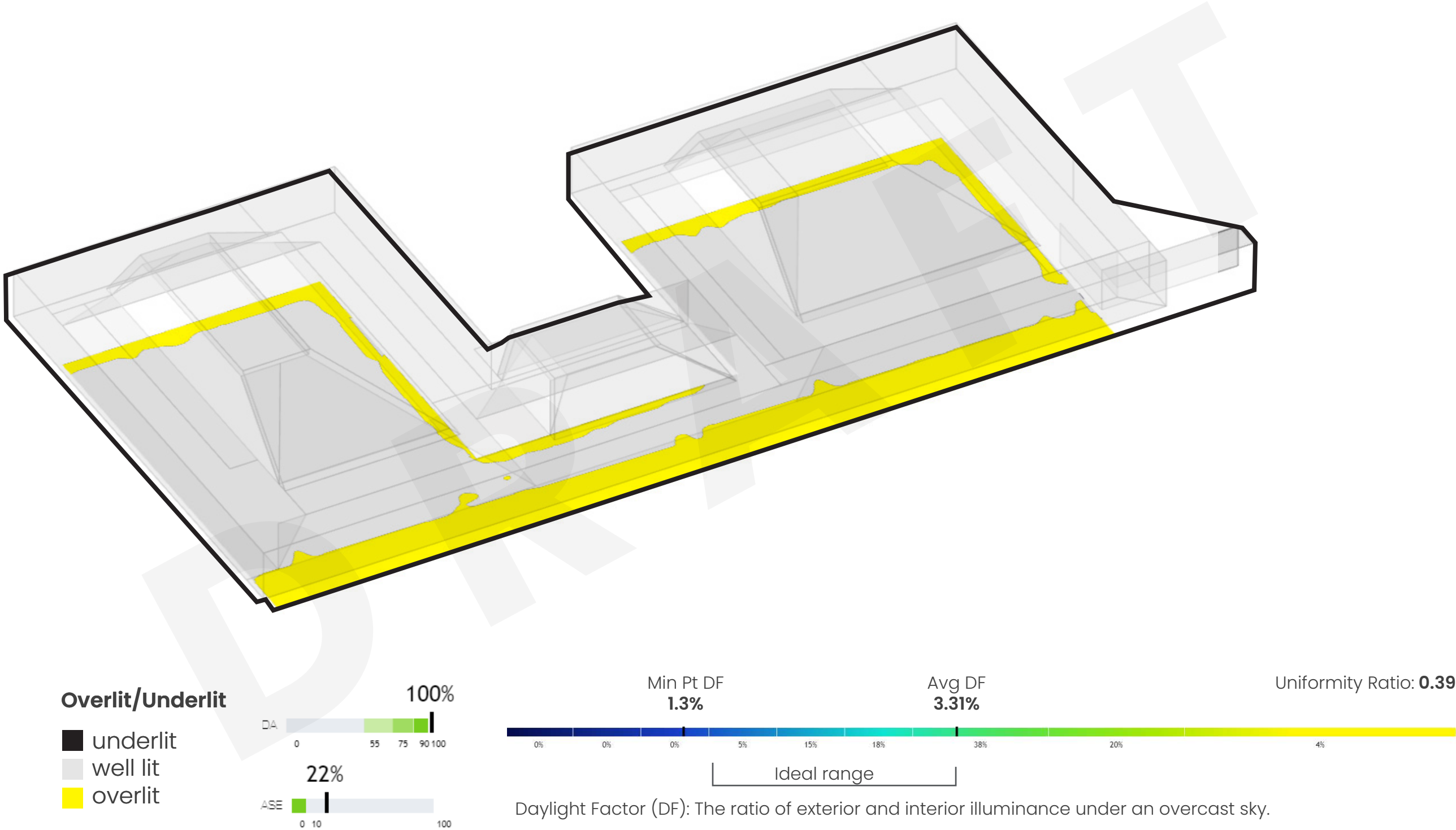
Active VS Quiet | Open VS Enclosed



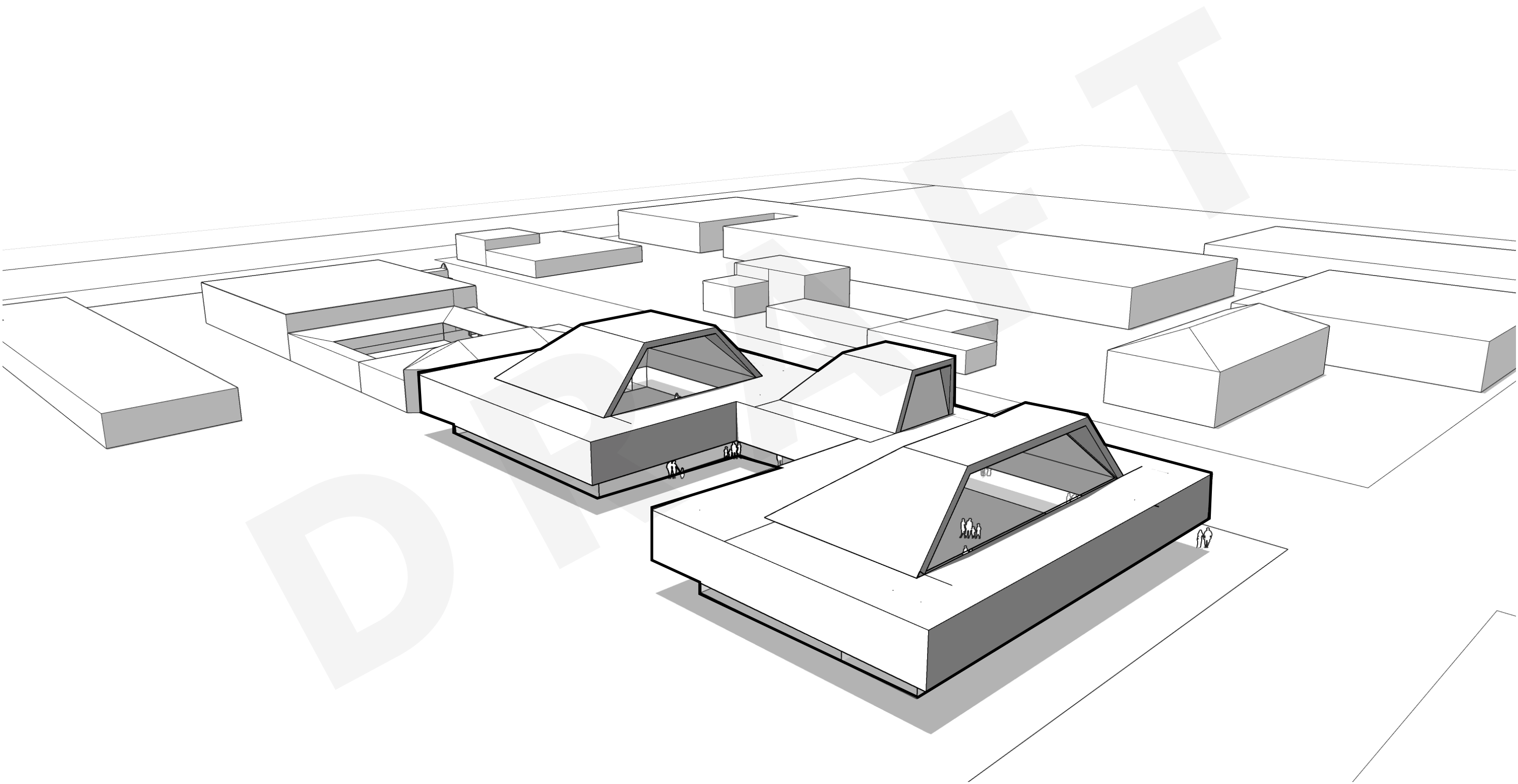
Program Adjacencies | 2 - 16,000sf option
Active VS Quiet



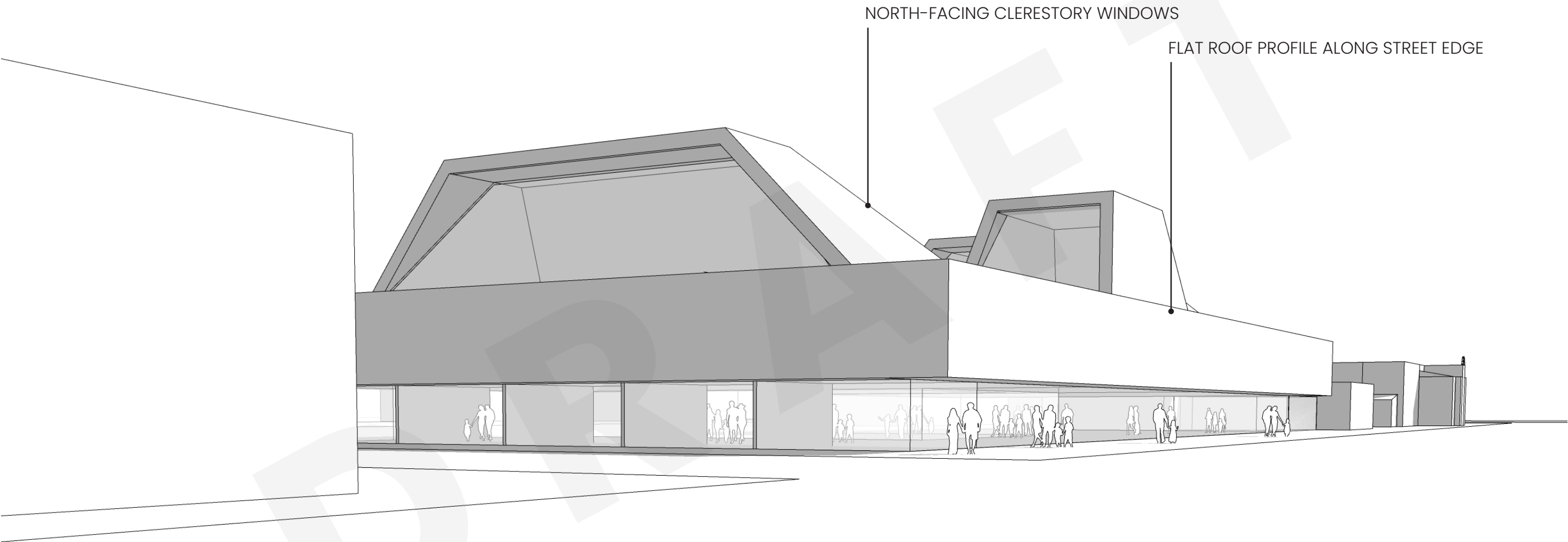
Daylight Study | 2 - 16,000sf option



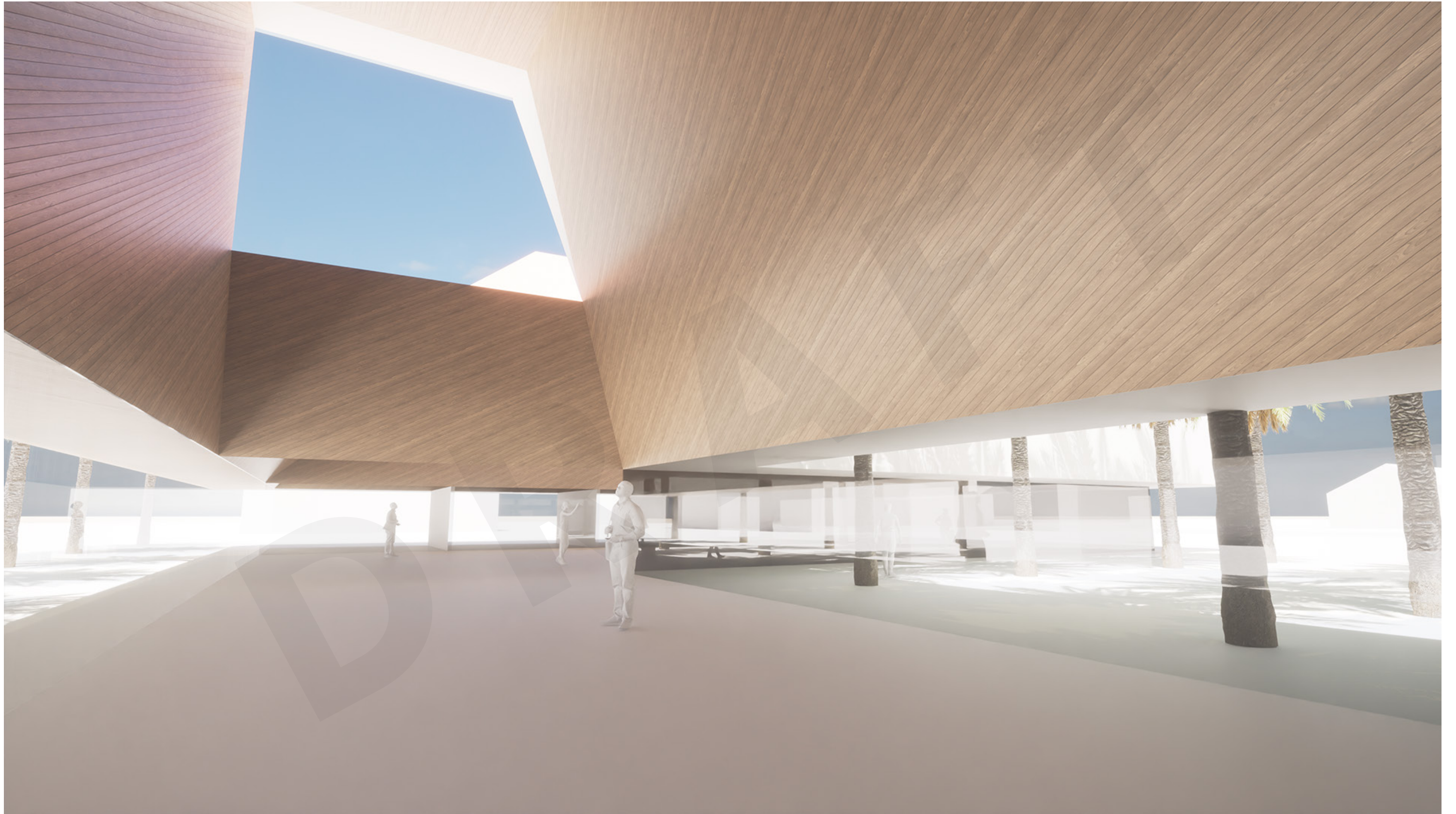
Massing Study | 2 - 16,000sf option



Massing Study | 2 - 16,000sf option

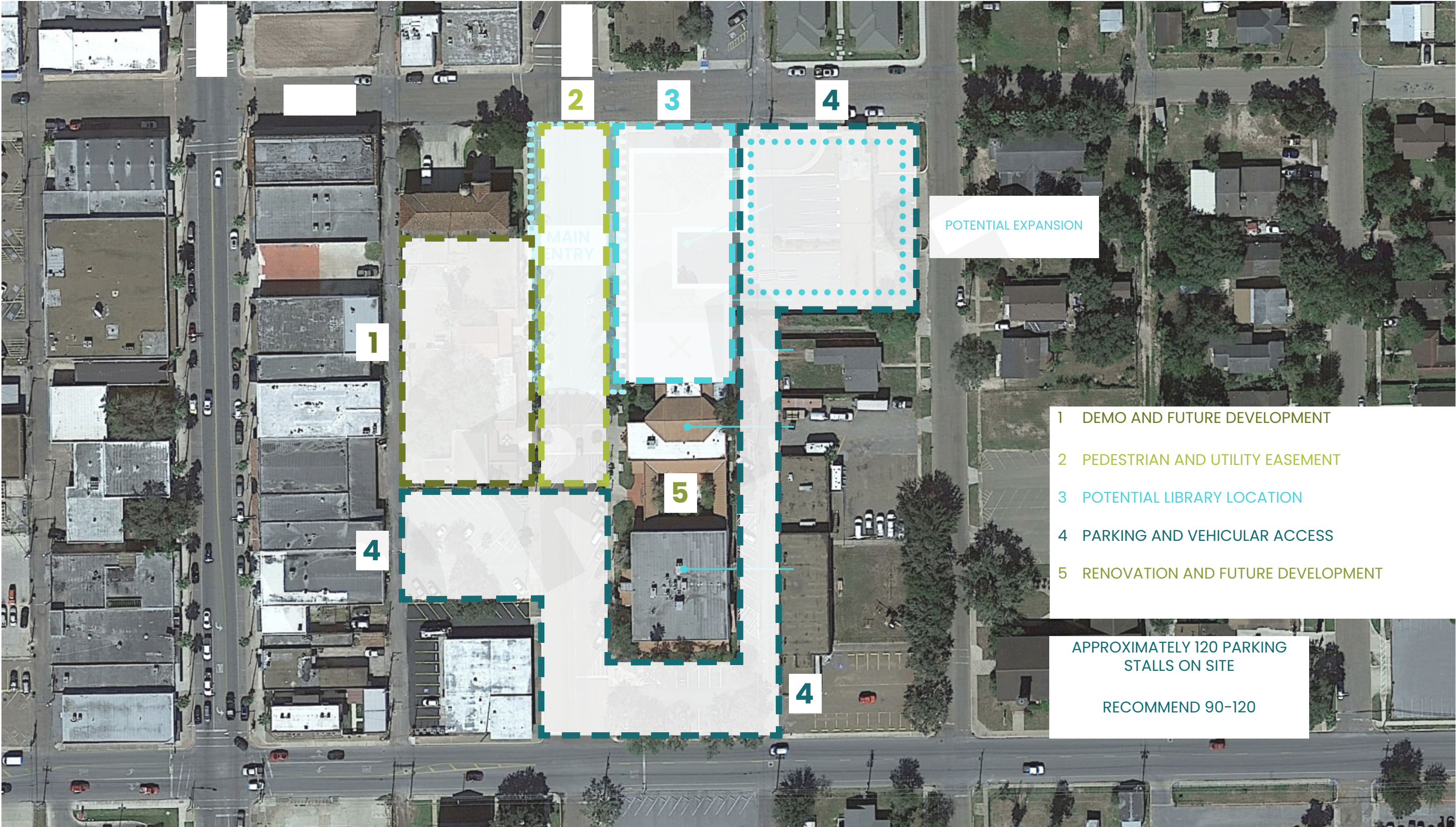


Interior Render | 2 - 16,000sf option



Development Concept Test Fit

Kansas Avenue becomes pedestrian way and easement

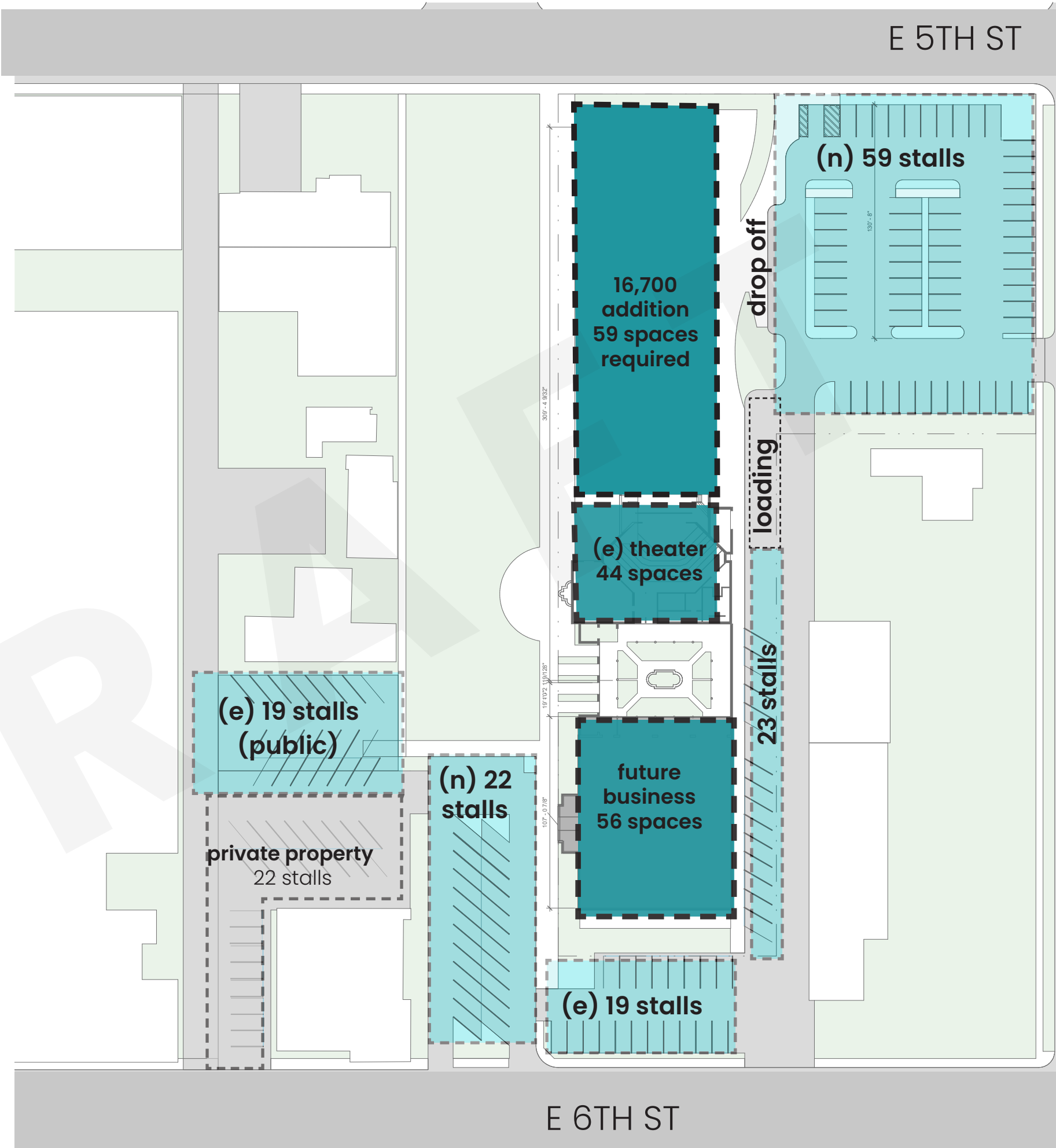


Parking Analysis - Next Steps

Off-Street Parking model

buildings	parking req.
New Library	59
Existing Theater	44
Future Business	56
	159

parking lots	parking modeled
(n) library	59
reconfigured alley	23
(e) library	19
(n) Kansas Ave	22
(e) public parking	19
	142



Parking Analysis - Future Growth

Off-Street Parking model

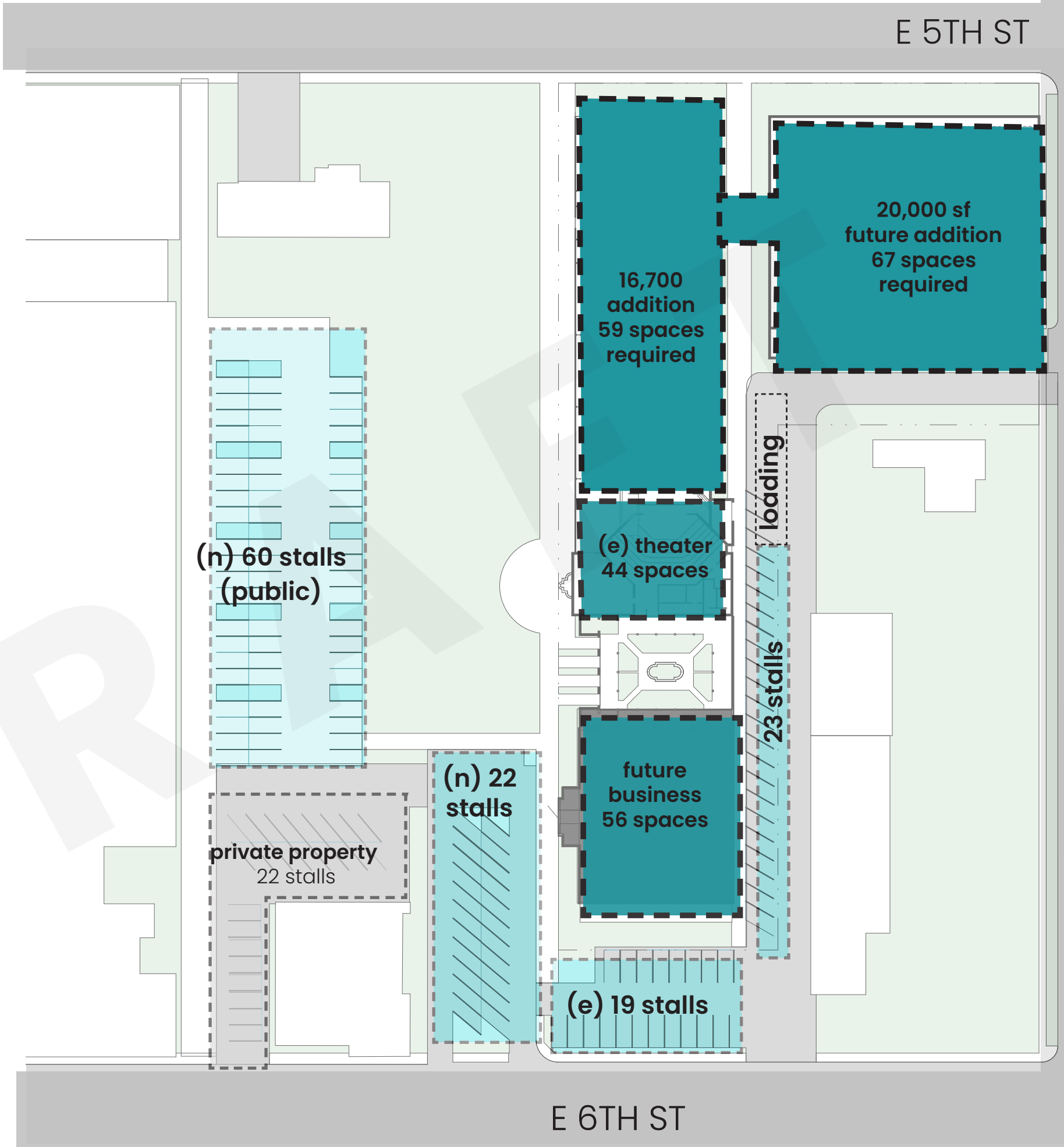
buildings	parking req.
New Library	59
Existing Theater	44
Future Business	56
Future Library expansion	67

226

parking lots	parking modeled
reconfigured alley	23
(e) library	19
(n) Kansas Ave	22
(e) public parking	60

124

Difference 102



ILLINOIS AVE

E 6TH ST

E 5TH ST

Near Term

Kansas Avenue becomes pedestrian way and easement



Long Term

Kansas Ave becomes a park space



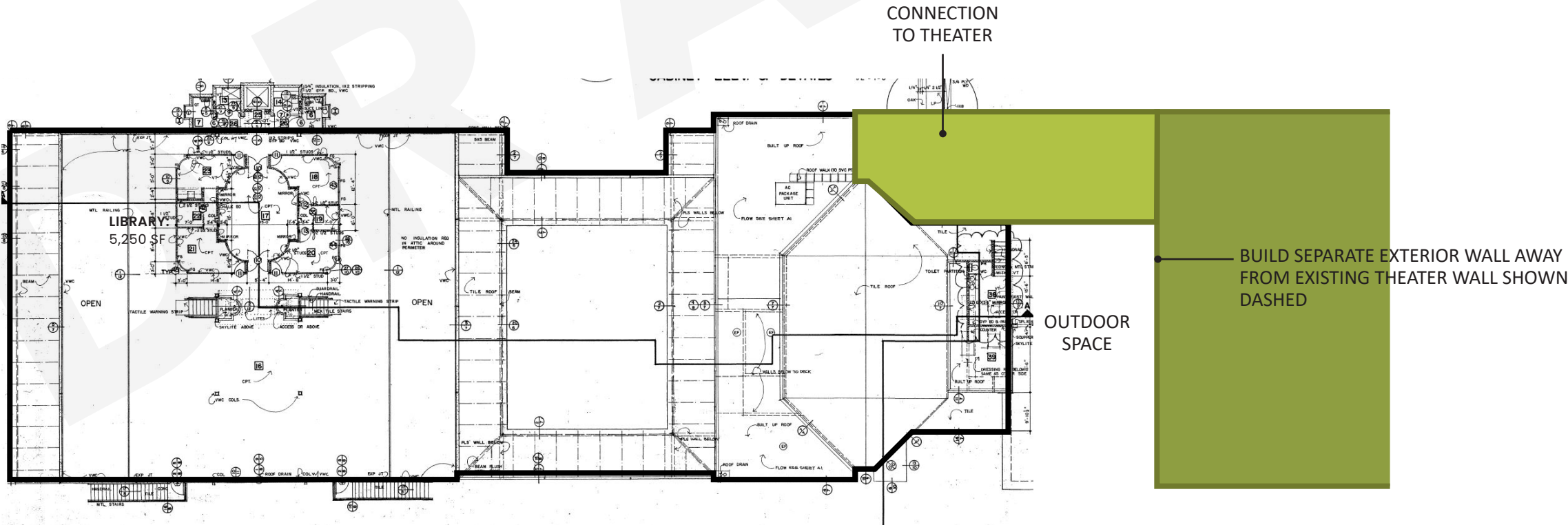
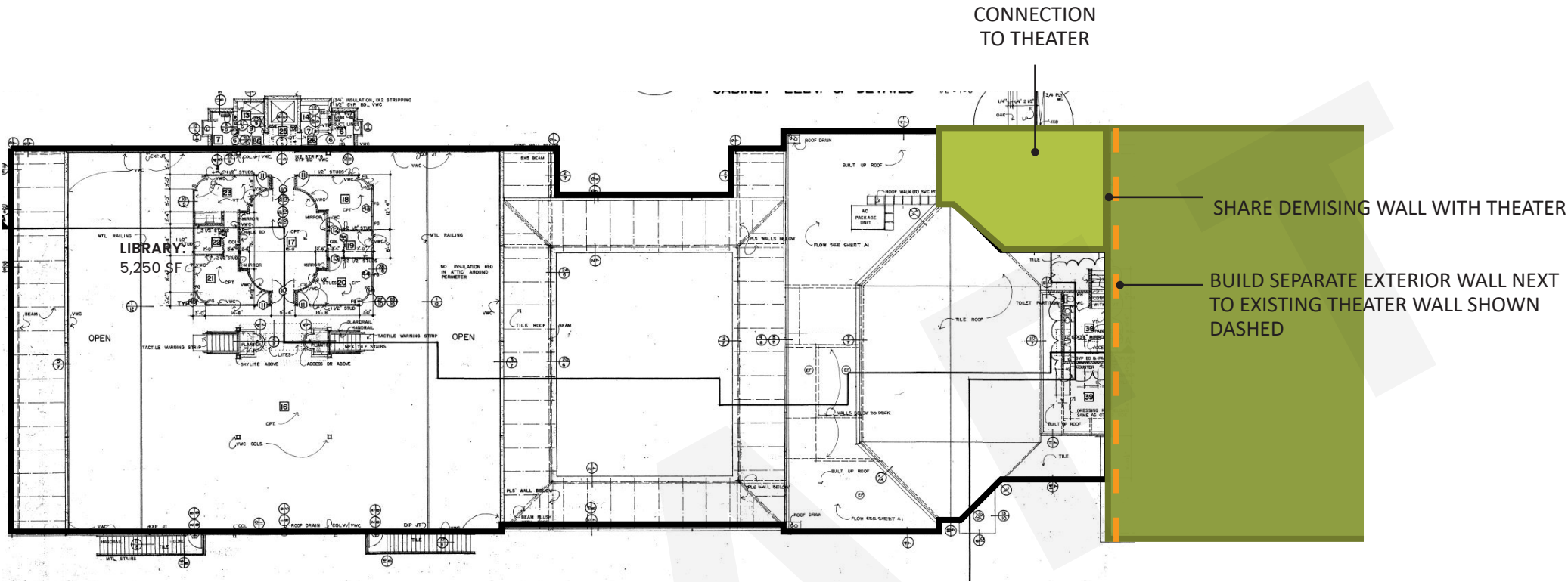
Long Term

Kansas Ave becomes a park space



Theater Relationship

New Library + Existing Theater

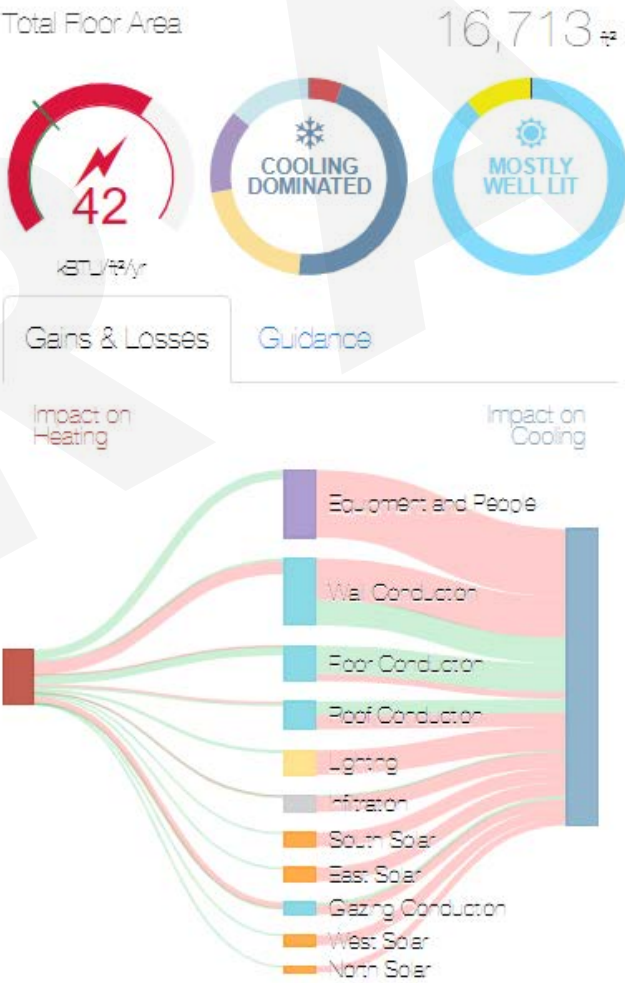
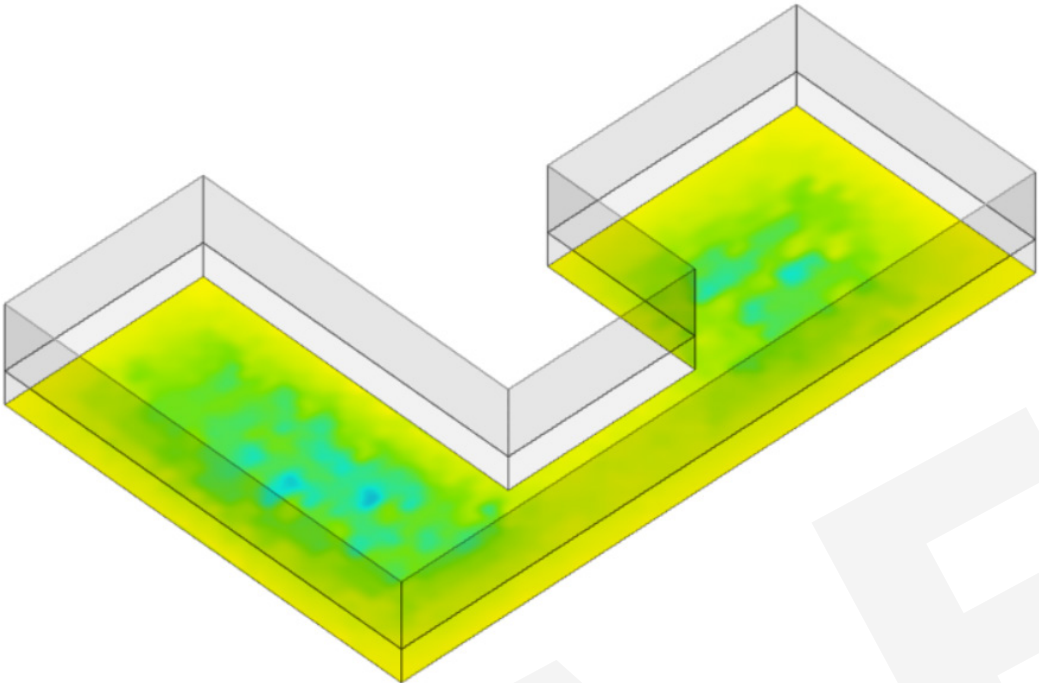


MASSING ENERGY ANALYSIS

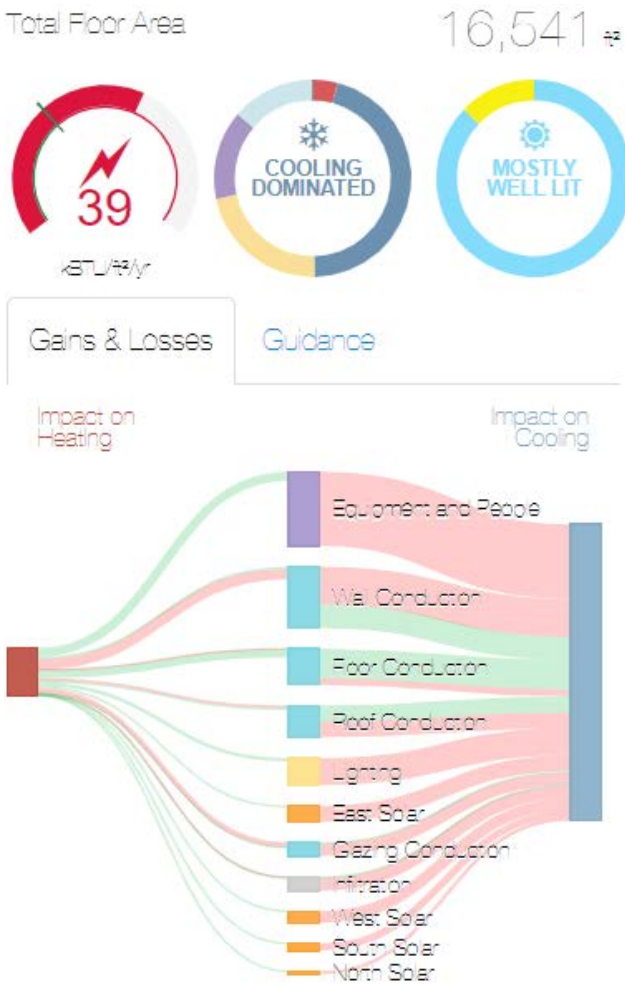
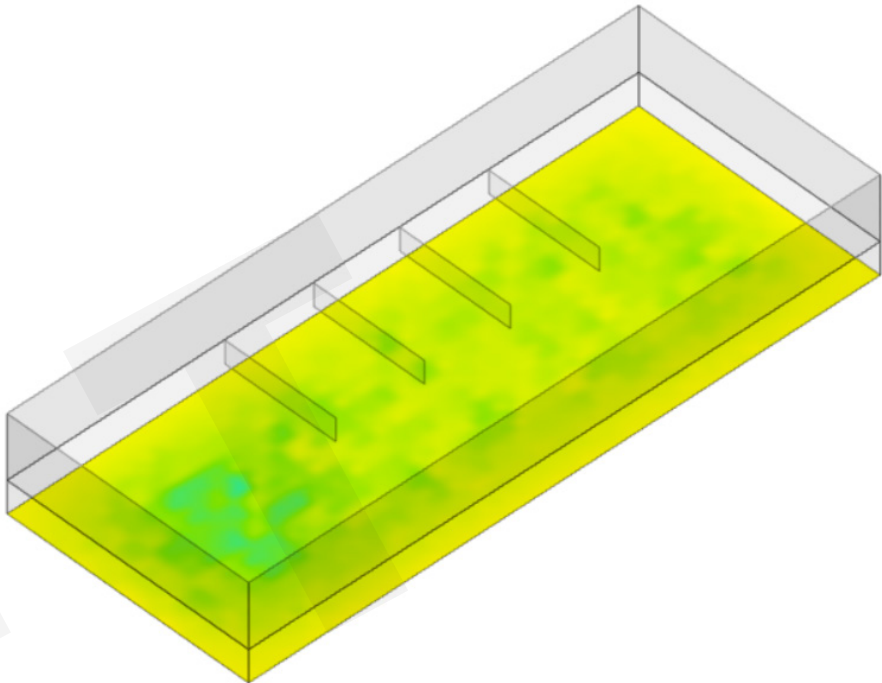
Internal Courtyard and Solid Bar

- We studied two general approaches to the building massing: a building arranged around an internal courtyard and a building in one simple volume.
- The courtyard model is daylit only by 10' tall glazing around the perimeter.
- The "Simple Box" model is daylit by the same perimeter glazing, plus north-facing transom glazing to light the center of the space.
- Controlling for the same area, building height, and daylight performance, the "Simple Box" is 7% more energy efficient than the "Courtyard", with a 39 EUI compared to 42 EUI, all other baselines equal.

Courtyard Model



Simple Box Model



Structural Logic

Simple, flexible, open

72' span

Assumes 7lbs per sf dead load

20 lbs /sf live load

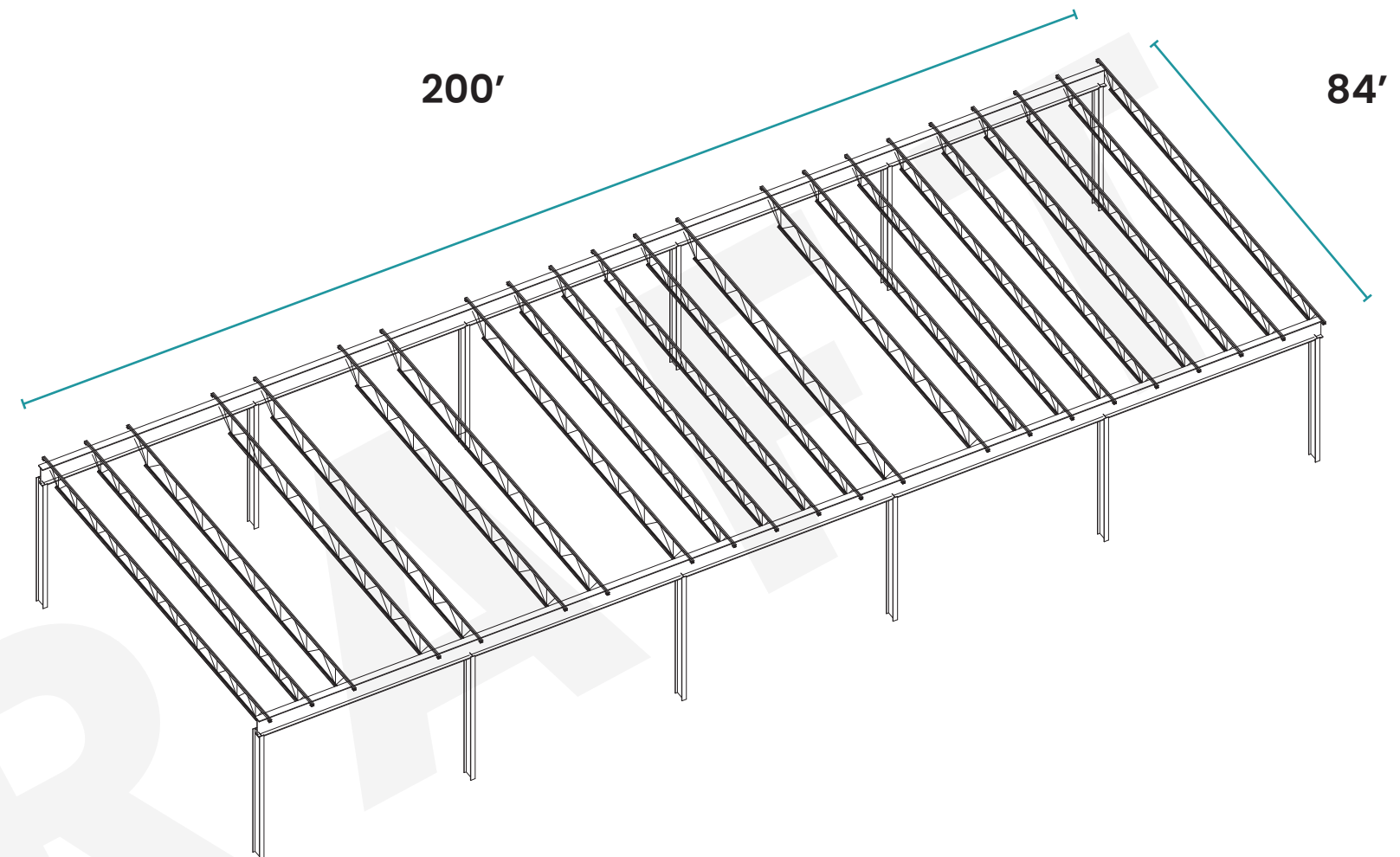
27lbs total

8' spacing

216 ASD

44LH09 - 284 ASD

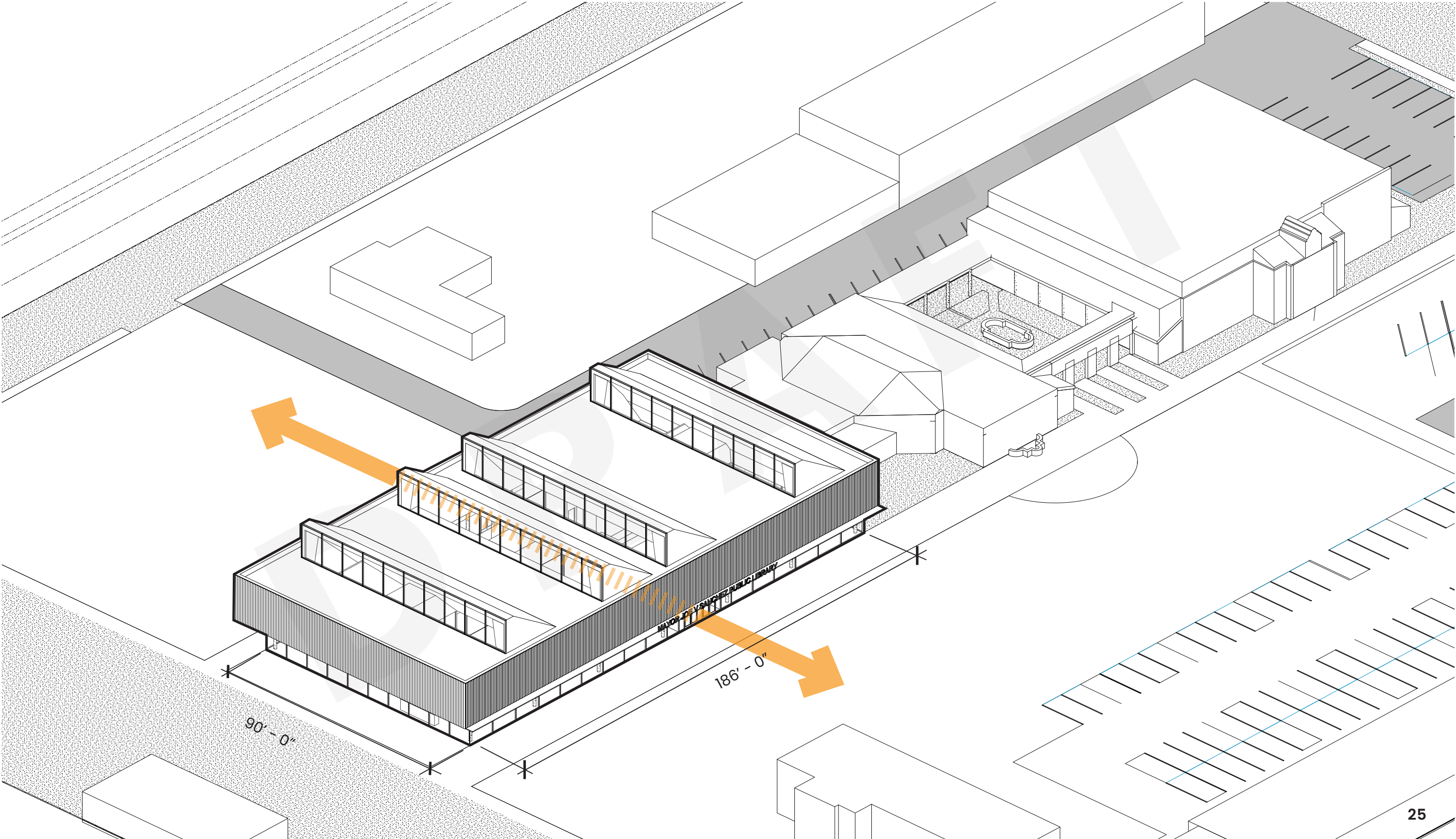
Where we remove a joist for skylights, a 16' space is created, increasing linear load for each joist by 50%. (324 ASD). Configuration of transom may redistribute weight disproportionately and weight of transom windows will also be added.



$$200'-0'' \times 82'-0'' = 16,800 \text{ SF}$$

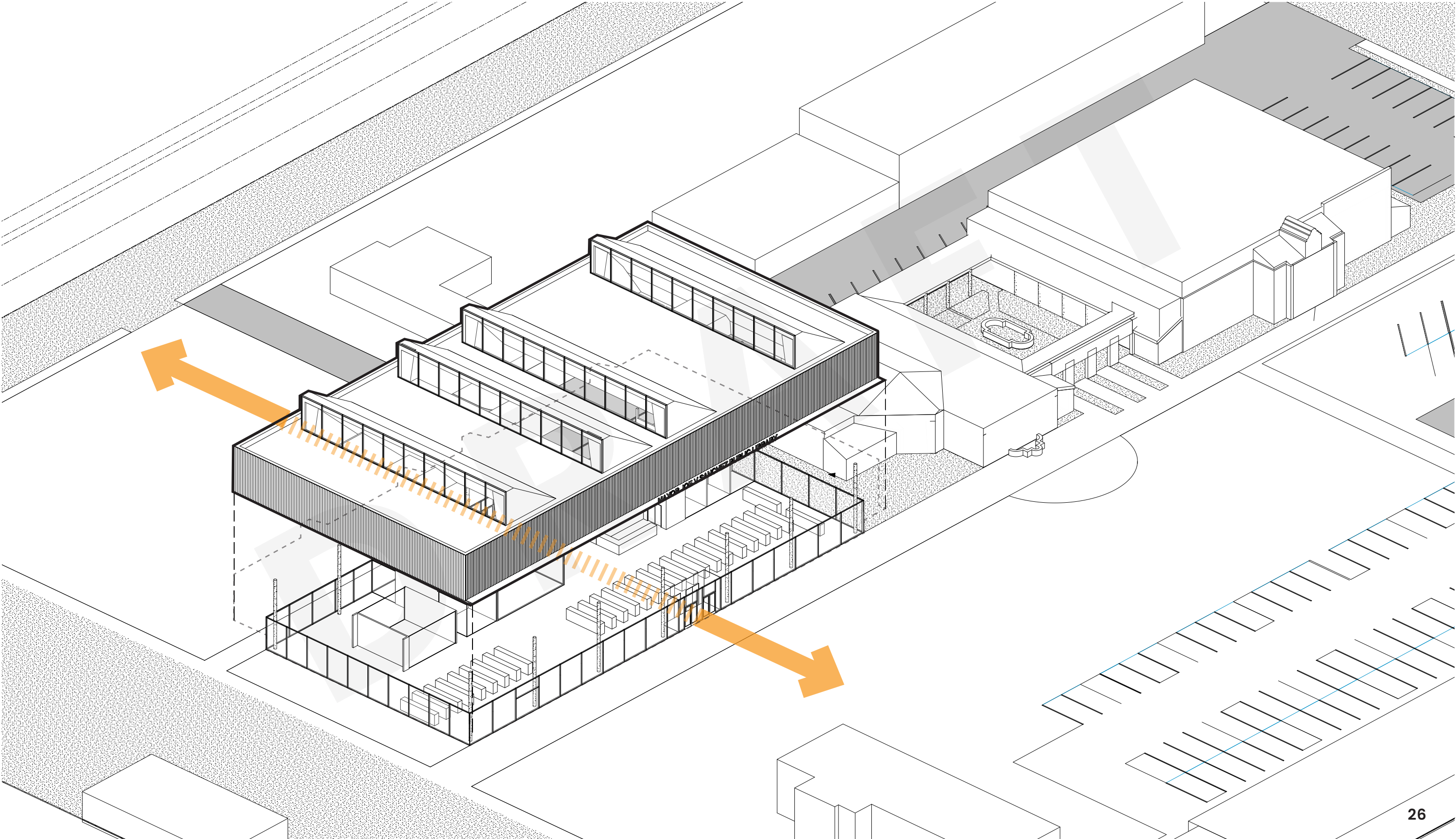
Conceptual Approach

Connection to Outdoor Space



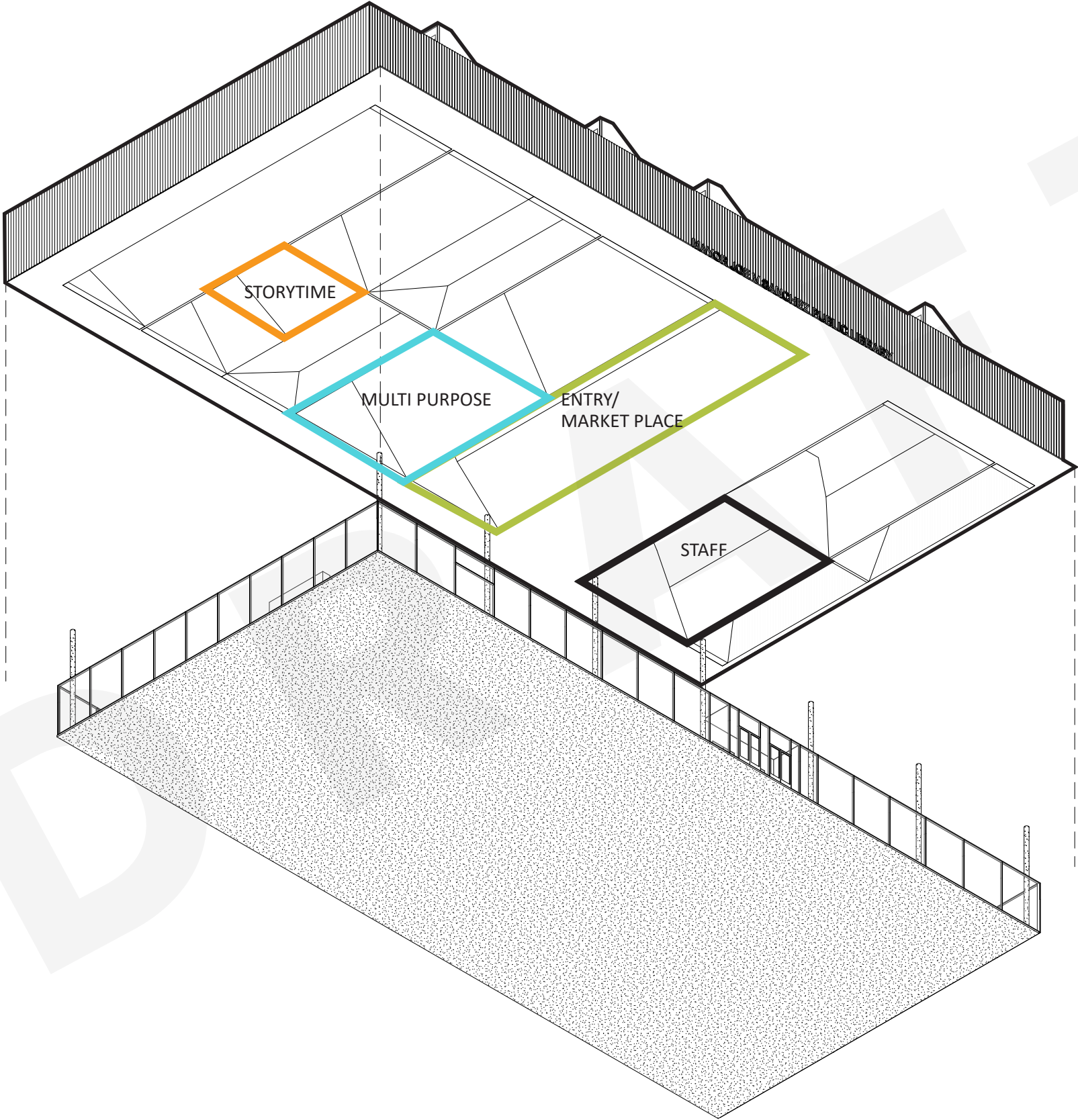
Conceptual Approach

Connection to Outdoor Space



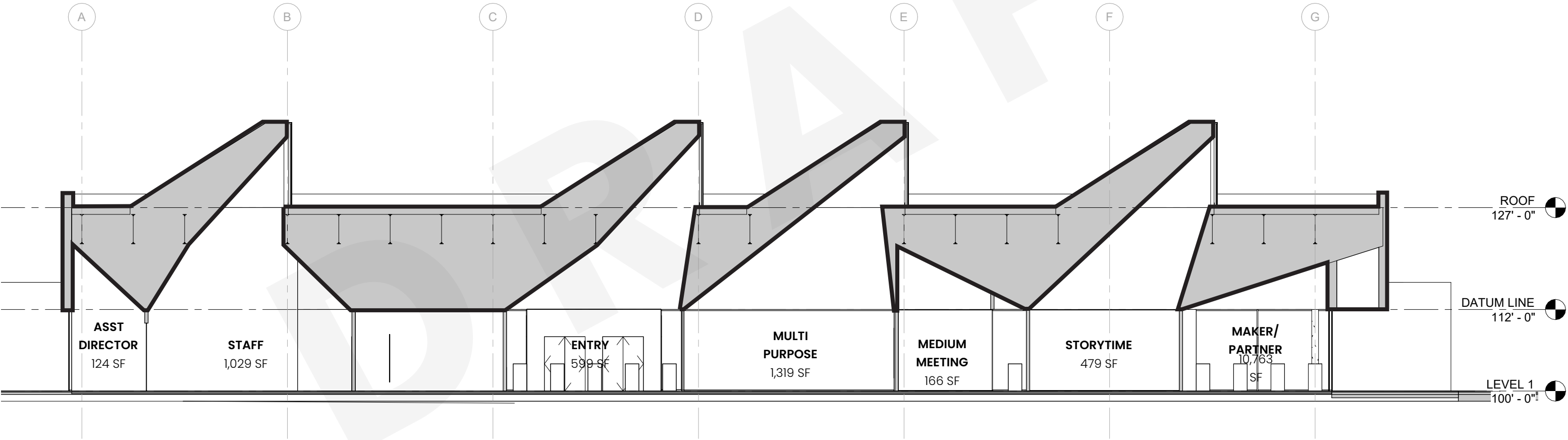
Ceiling Diagram

Rooms defined by Light

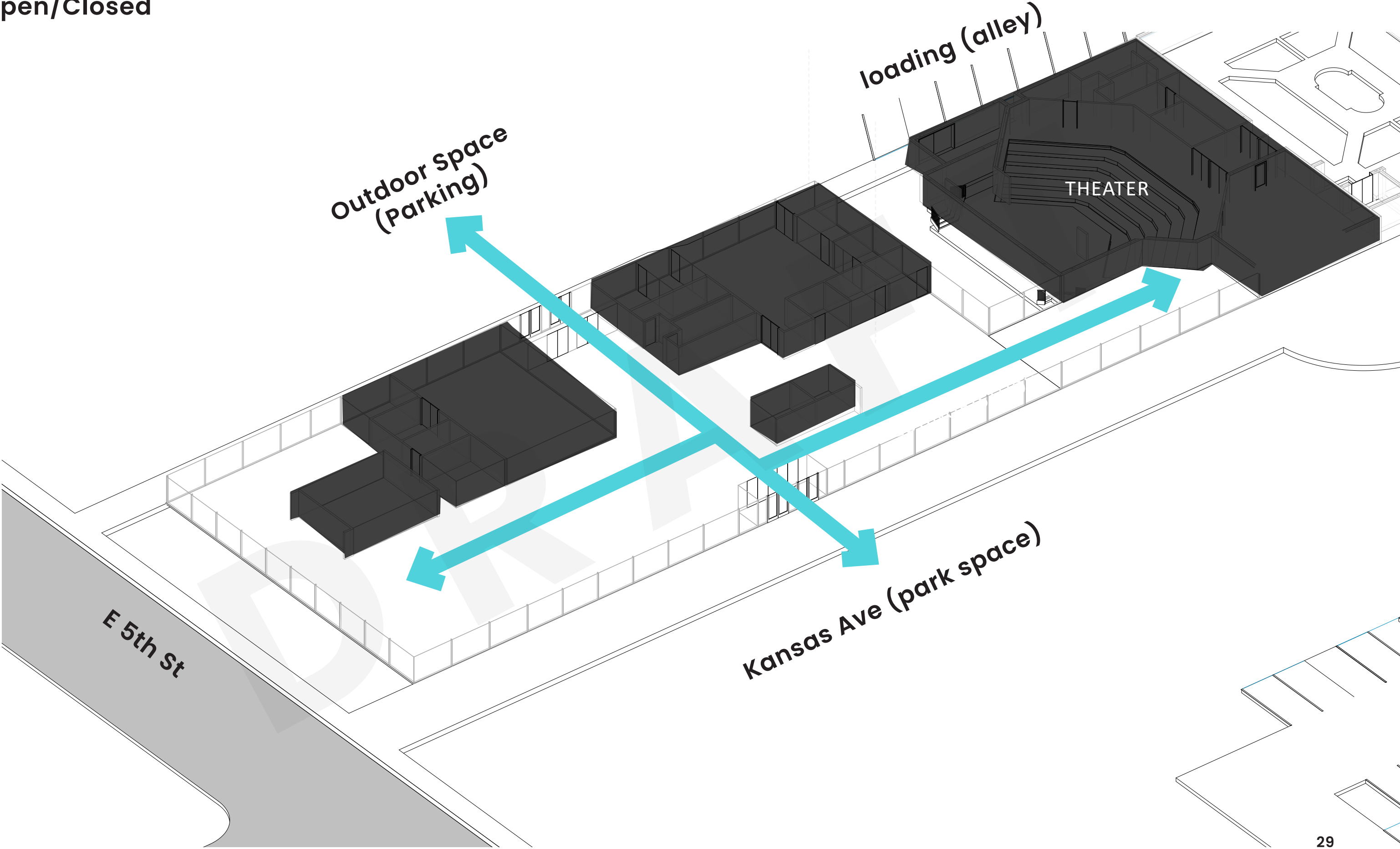


Section

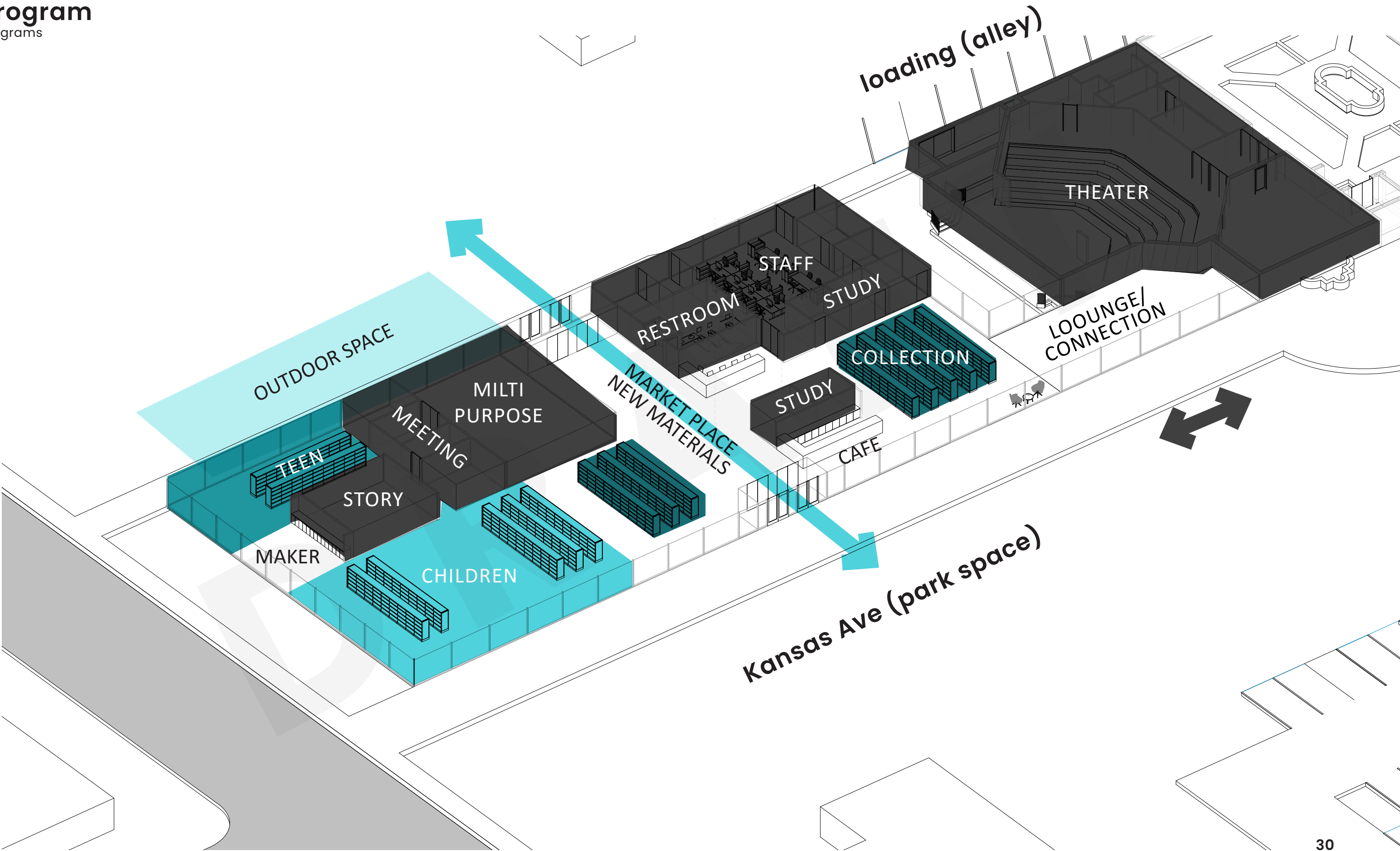
Rooms defined by Light



Open/Closed

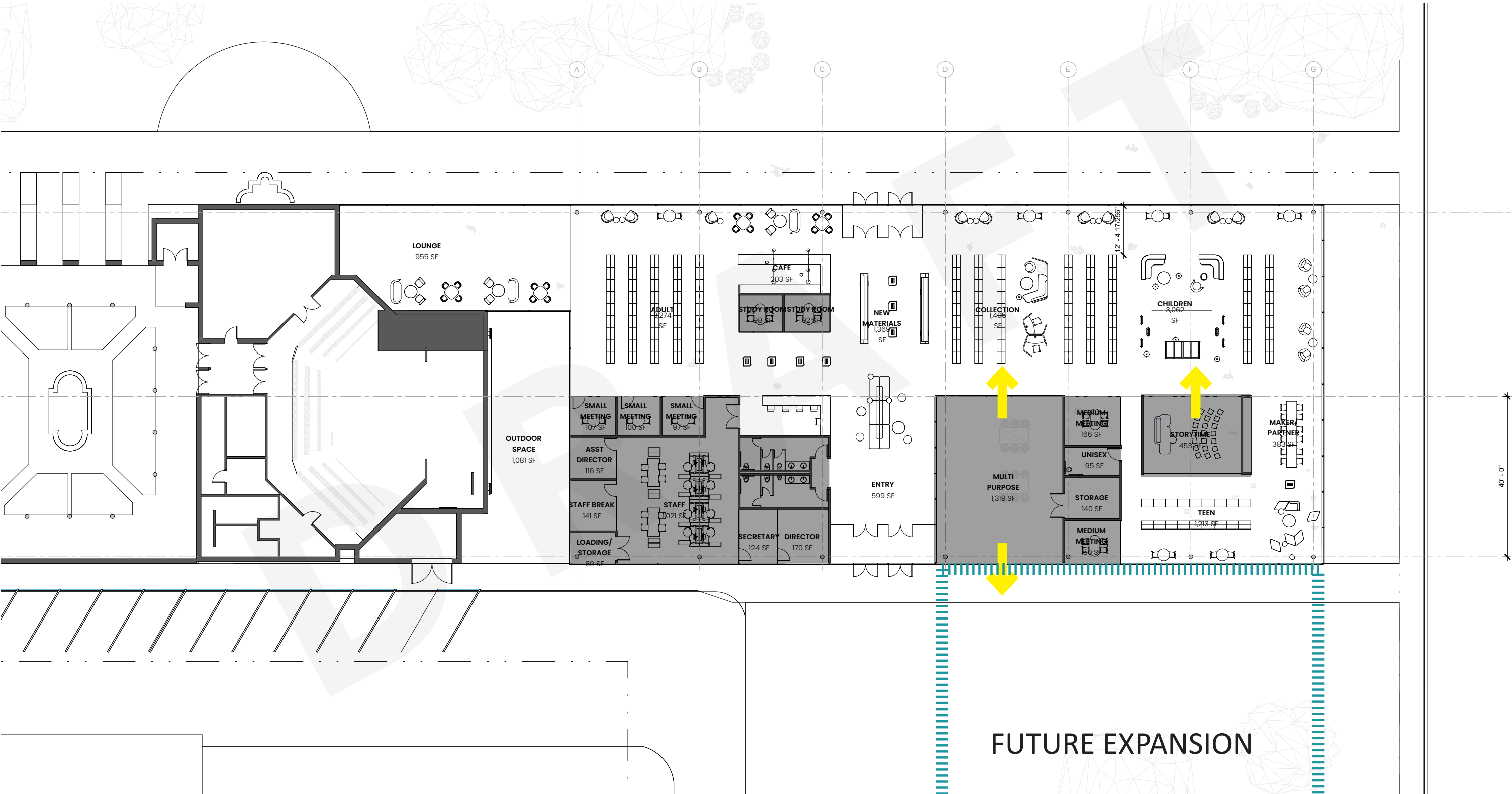


Program
Programs



Floor Plan

Programs



PERSPECTIVES

FROM PARK



PERSPECTIVES

FRONT ENTRY



PERSPECTIVES

FROM KANSAS AVE



PERSPECTIVES

FRONT ENTRY



PERSPECTIVES
CHILDRENS

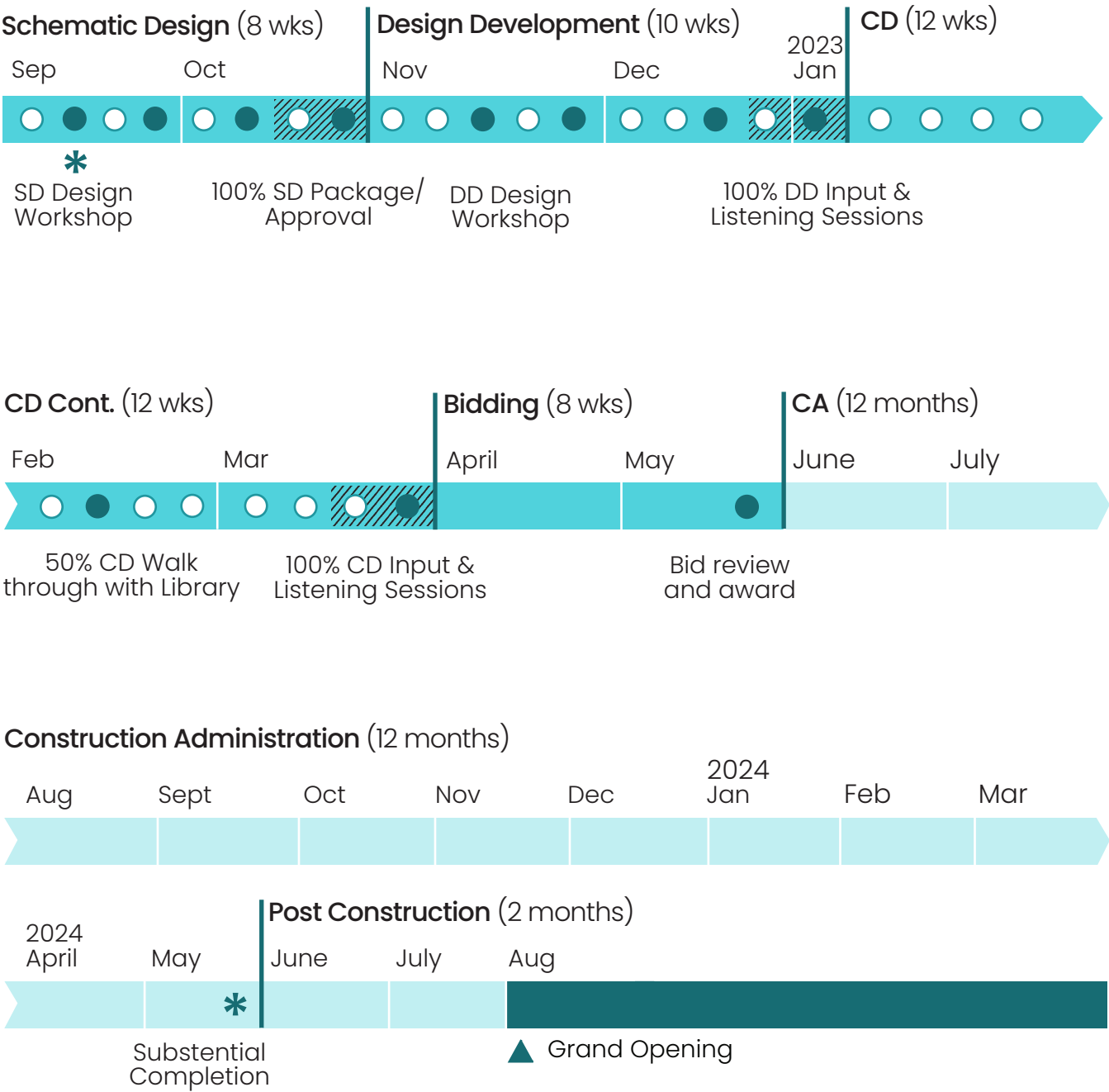


PERSPECTIVES

MAIN AISLE

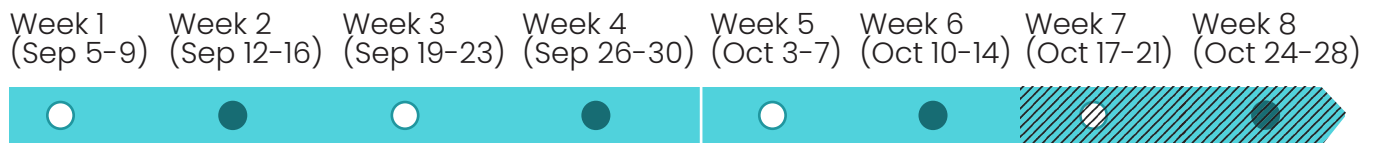


Mayor Joe V Sanchez Public Library Project Schedule



- Library Input Session (Library + BSG + MSR)
- Coordination Meeting (BSG + MSR)
- ▨ Cost estimating and document review

Schematic Design Detailed Work Plan (8 Weeks)



- Week 1 (Sep 5-9)** : Site Analysis (Zoning, Building Code, contexts), Develop options for Architecture and spatial design using programming and concept design
- Week 2 (Sep 12-16)** : In-Person work shop with library and design team, Design team SD kick-off meeting, and set sustainable goals.
- Week 3 (Sep 19-23)** : Geotech/ topographic survey completed, Develop structural and MEP strategies and implement Architecture and spatial design
- Week 4 (Sep 26-30)** : In-person or Zoom work shop and progress meeting with library and design team, narrow down options
- Week 5 (Oct 3-7)** : Continue to develop SD, verify energy modeling and daylighting study for sustainable conformance
- Week 6 (Oct 10-14)** : In-person or Zoom workshop with library, Issue SD Pricing set to cost estimator for pricing.
- Week 7 (Oct 17-21)** : Working on Cost modeling and budget alignment including VE exercise, prepare final SD package and presentation
- Week 8 (Oct 24-28)** : Final SD Package issued with probable cost estimate. In-person SD Presentation to the library and other stakeholder, Prepare for DD phase.

-
- Bi-Weekly Library Input Session (Library + BSG + MSR)
 - Weekly Coordination Meeting (BSG + MSR)
 - ▨ Cost estimating and document review

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

Martin Garza, Interim City Manager

October 26, 2022

To: David Suarez, Mayor; Josh Pedraza, Mayor Pro-Tem; Greg Kerr, Commissioner; Jose "JP" Rodriguez, Commissioner; Adrian Farias, Commissioner; Letty Lopez, Commissioner; Leo Muñoz, Commissioner; Martin Garza, Interim City Manager
CC: Kayla Pena, Mary Garcia, Andrew Munoz
Fr: Arnoldo Becho, Library Director
Re: Request to authorize programing for the New Library/Library Renovation Project

This initiative continues the design process for our New Library/Library Renovation project. After discussions and a workshop with Boultinghouse Simpson Gates (BSG), city administration and BSG were able to outline alternatives for programing and design of the New Library/Library Renovation project. At this time BSG has improved upon the hybrid project program in the hopes that the new project program is more closely aligned with the facility and budgetary requirements of the project.

The new program no longer includes renovation of the library theater. By excluding the theatre, we may stay closer to the original budget. Please note that the theatre space is still functional, and the library staff very much support our limited funds being used completely within the new facility. Both options will allow continued use of the library theater and some use of the old library building. Thus, our overall space will increase significantly. The new hybrid and reduced options are designated by the following characteristics.

"Hybrid" Program (16,720 sqft): cost estimate \$8,025,600

"Reduced" Program (15,631 sqft): cost estimate \$7,502,880

BSG hopes that the Commission will approve a project program or provide specific direction regarding modifications to the project program that they may use to continue the design process.

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 the alternatives proposed by BSG.

Library management feels that they can work within the program proposed but prefers the Hybrid option. We feel that the "Reduced" plan will be sufficient space within the short term (5-10 years) but we will need to consider expansion to that space within the near future. The "Hybrid" plan should

sufficiently serve our community for an even longer period of time (10-20 years). Contact library administration at abecho@weslacopl.us or 956.458.4983 for more information. We are happy to help.

Thank you,

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

Mayor Joe V Sanchez Public Library

Weslaco, Texas

OCTOBER 29, 2022



MSRDesign

Library Programs

Programs vs Budgets

Programs	Existing		1.5 - Hybrid (22k sf)		
	sq. ft.	% area	sq. ft.	% area	
Entry lobby	220	1%	700	4%	local history in lobby
Collections	5,050	20%	2,525	15%	50% reduction
Staff	3,100	12%	2,700	16%	13% reduction
Children	1,520	6%	2,100	13%	Including story time room
Teen	650	3%	625	4%	
Lounge / Study	1,560	6%	1,700	10%	
Technology	840	3%	600	4%	30% reduction
Café	640	3%	500	3%	
Medium meeting room	370	1%	350	2%	
Small Meeting rooms	200	1%	1,200	7%	3 sm mtg + 5 study rooms
Maker's Space		0%	400	2%	smaller makers space
Business Center		0%		0%	business center in lounge
Partner Space		0%	300	2%	
Local History Space		0%		0%	local history in other area
Multi-use Meeting room	-	0%	1,500	9%	space for 120 seats
Library Non-Assignable	1,435	6%	1,520	9%	
Theater Lobby/ lg mtg room *1	1,010	4%	-	0%	not in scope
Theater *1	4,530	18%	-	0%	not in scope
Classroom (Porter P. Doss)	4,170	16%	-	0%	demolished
NEW CONSTRUCTION	area (sf)		16,720	100%	
New Construction Subtotal	est. \$480/sf				
TOTAL PROGRAM AREA	25,295 sf		16,720 sf		
Probable Construction Cost			\$8,025,600		
DEMOLITION AND SOFT COSTS *2			\$2,500,000		
TOTAL PROJECT			\$10,525,600		

Theater *1

\$125/sf = minor electrical updates and some finish updates (this is not in scope)

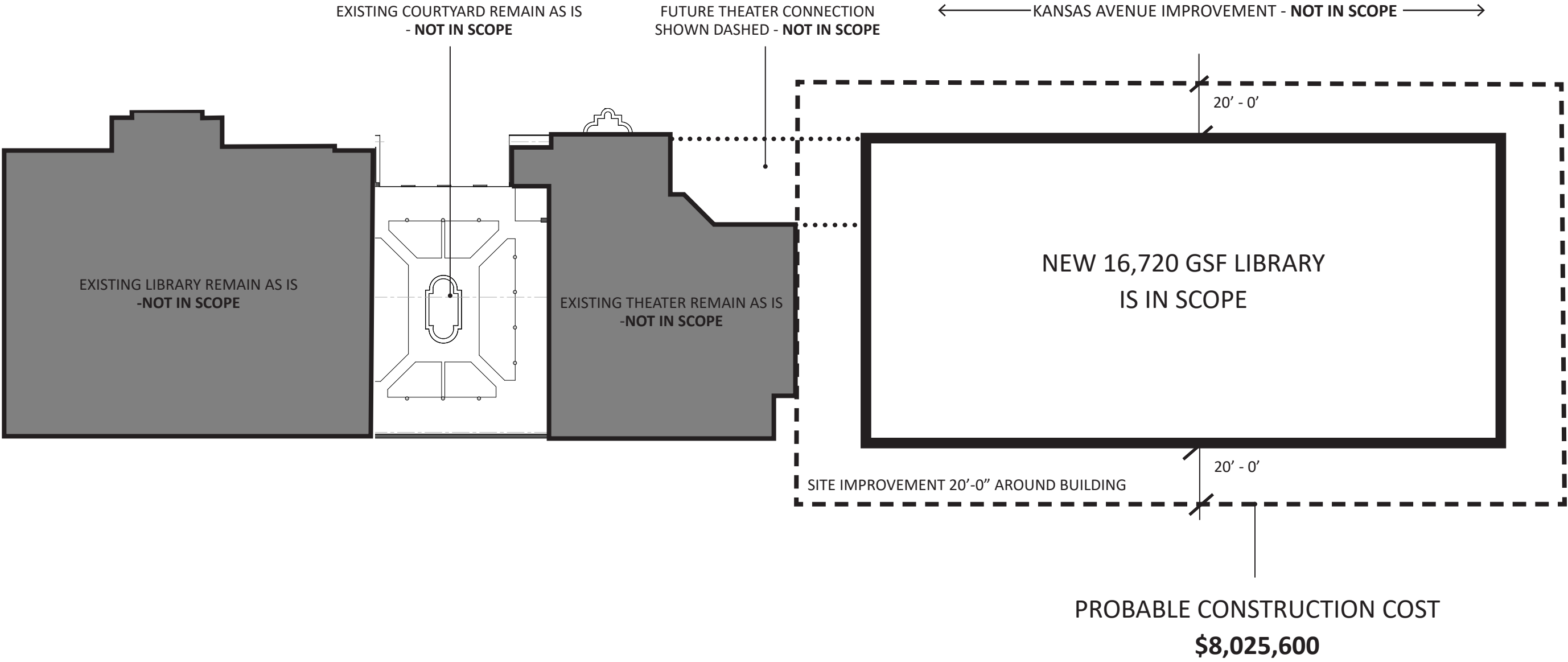
\$350/sf = full electrical/mechanical updates full finish updates with some window updates (this is not in scope)

DEMOLITION AND SOFT COSTS *2

\$2,500,000 = project budget amount for:

architects basic & additional services fees - owners consultant fees - geotechnical engineering - code testing & allowances - boundary & topographic surveys - moving costs - demolition & remediation - site development outside 20' of the building perimeter - wall remediation/replacement between Potter Doss & theater - TDLR registration & inspection

Scope Diagram



*PARKING LOT NOT IN SCOPE

Development Concept Test Fit

Kansas Avenue becomes pedestrian way and easement



- 1 DEMO AND FUTURE DEVELOPMENT
- 2 PEDESTRIAN AND UTILITY EASEMENT
- 3 POTENTIAL LIBRARY LOCATION
- 4 PARKING AND VEHICULAR ACCESS
- 5 RENOVATION AND FUTURE DEVELOPMENT

APPROXIMATELY 120 PARKING STALLS ON SITE
RECOMMEND 90-120

Zoning Analysis

B-2: Secondary & Highway District

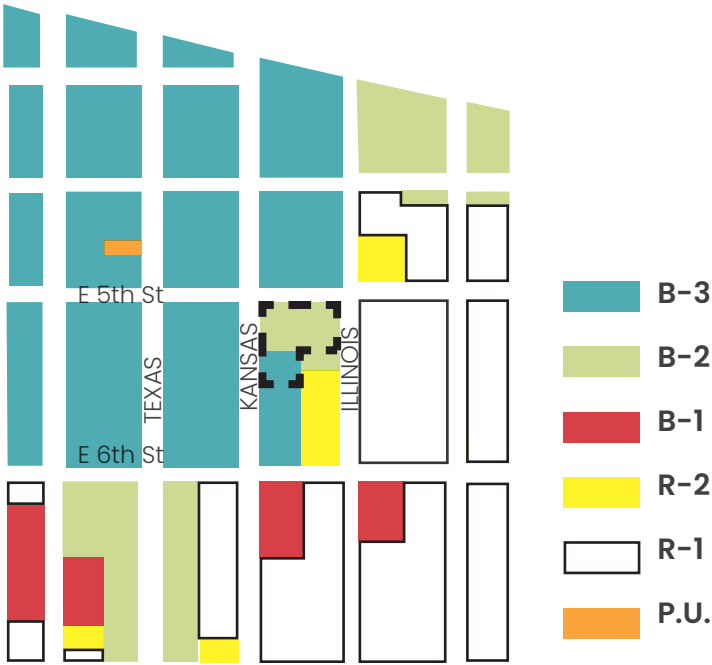
Sec. 150-9
Height - 45 feet high or 3 stories.
Front yard - 20 feet*
Street side - 10 feet
Interior side - 5 feet
Rear yard - 10 feet
Intensity - no lot area/width req.

B-3: central business district

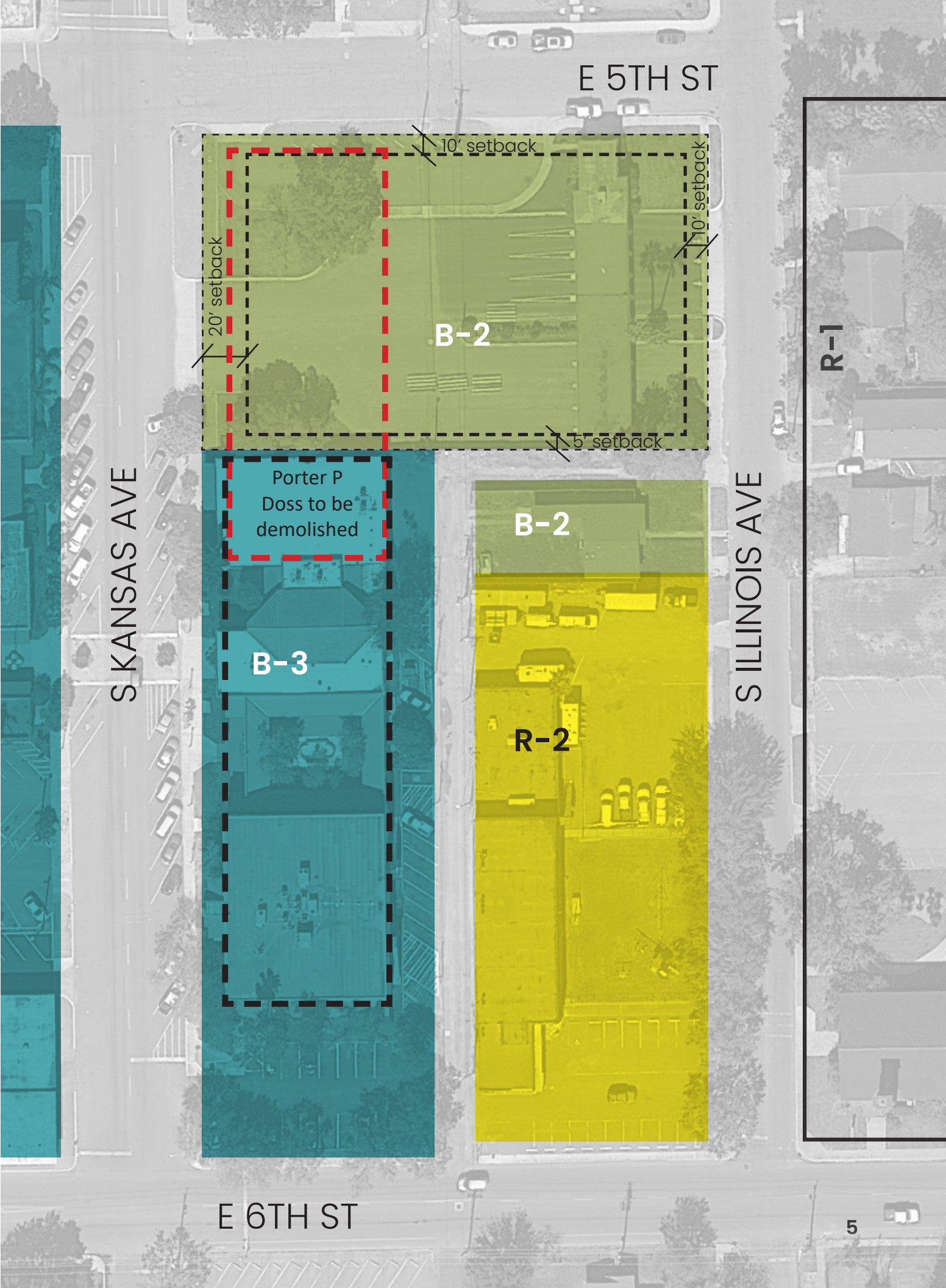
Height - 6 stories or 75 feet.
Front yard - no yard required
Side yard - no yard required
Rear yard - no yard required.
Intensity - no minimum

Request for Zoning Change

- The library site straddles two zones: B-2 Secondary & Highway District and B-3 Central Business Districts.
- We would like to request the B-2 parcels be rezoned B-3 so the front yard line will align with the neighboring buildings in the B-3 District. This will bring the lot in conformance with the surrounding B-3 District and establish a strong civic corner.



*this language is ambiguous in the zoning code



Parking Analysis

Off-Street Parking Requirements

Sec. 134-286. – Parking requirements based on use.
Library, museum or art gallery: ten parking spaces plus one additional space for each 300 square feet of floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of one space for each four seats it contains.

Library without theater: 10 spaces + ((16,720 – 2,000)/300)= 59
Theater: 174 seats (existing theater) / 4 = 44

Existing Theater: 44 required
New Library Addition: 59 required

103 Total

Handicapped Parking Required:
2 if total in lot is between 26-50; 1 of which must be van accessible
3 if total in lot is between 51 and 75; 1 of which must be van accessible
4 if total in lot is between 76 and 100; 1 of which must be van accessible

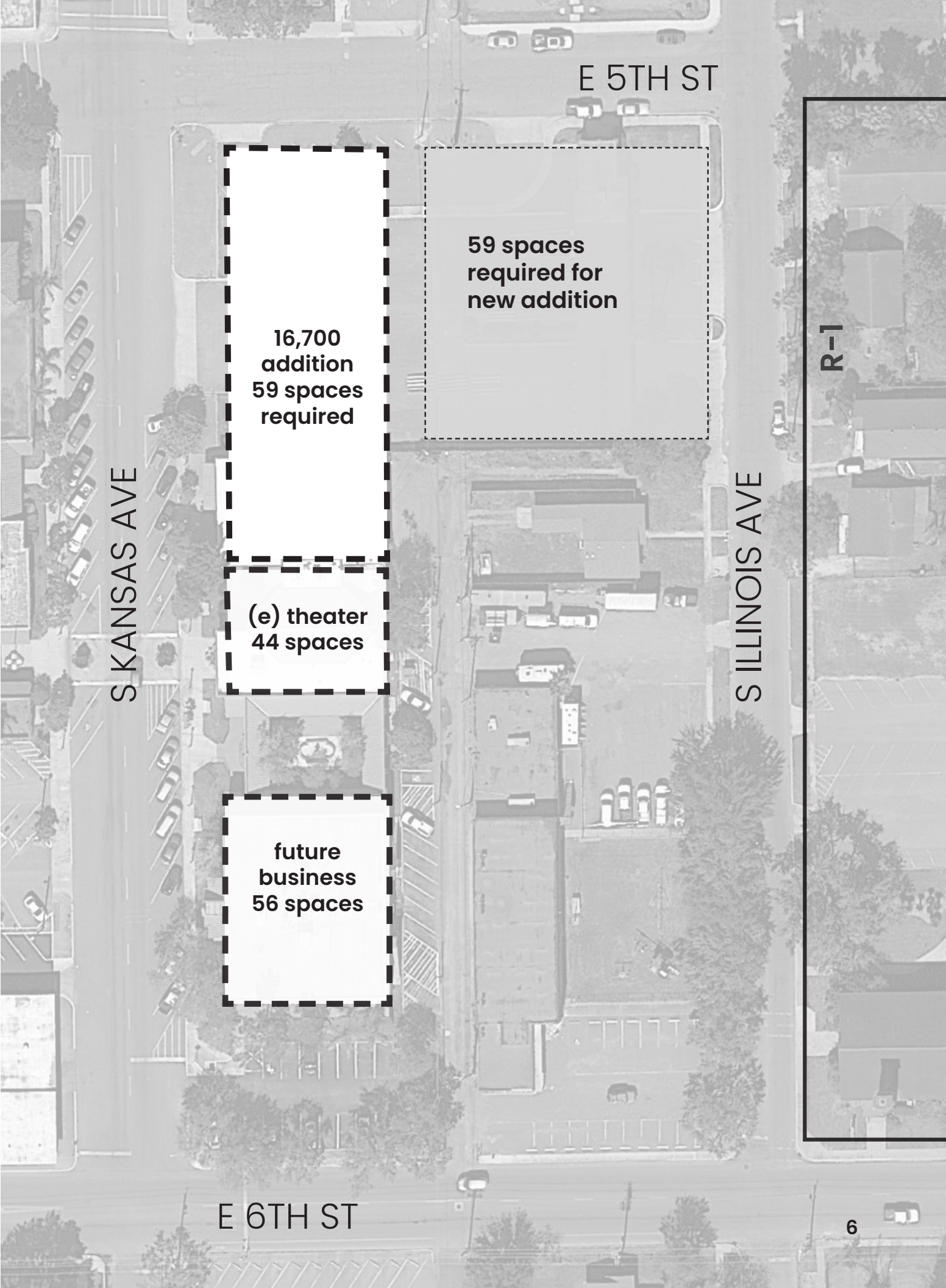
https://gov.texas.gov/uploads/files/organization/disabilities/Accessible_Parking_for_Texans_with_Disabilities_2011_Rev._March12_.pdf

Sec. 134-288. – Location of parking spaces.
Off-street parking must not be located in excess of 300 feet from the Library

Reuse of existing library as a business use
Sec. 134-286. –
(2) Business or professional office, studio, bank, medical or dental clinic: **three parking spaces plus one additional parking space for each 200 square feet of floor area over 500 feet.**

3+ (15,585-500) = **56 spaces**

(4) No off-street parking spaces are required if business is established within an existing building.

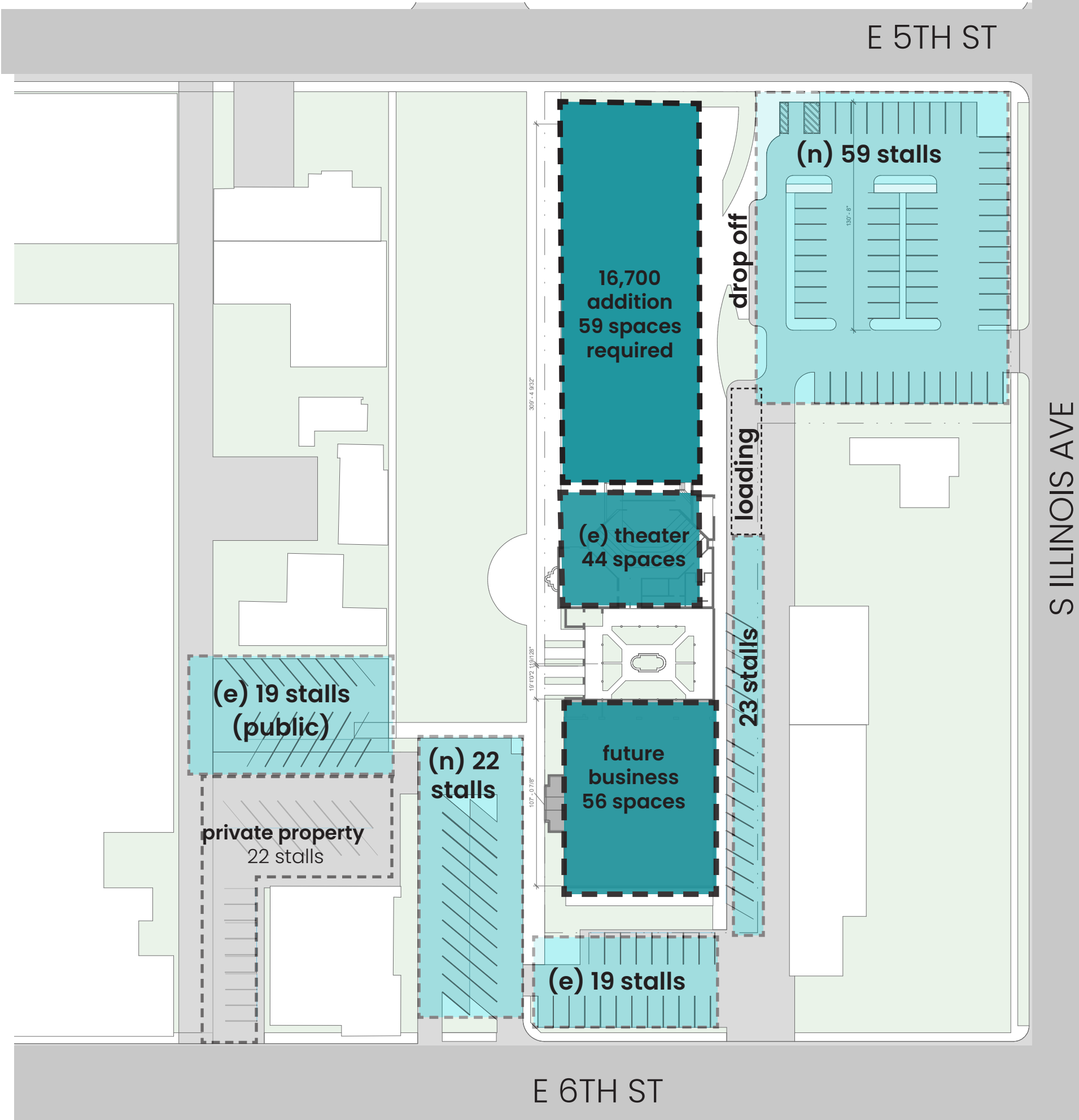


Parking Analysis - Next Steps

Off-Street Parking model

buildings	parking req.
New Library	59
Existing Theater	44
Future Business	56
Total Required	159

parking lots	parking modeled
(n) library	59
reconfigured alley	23
(e) library	19
(n) Kansas Ave	22
(e) public parking	19
Total Provided	142
Difference	- 17



Near Term

Kansas Avenue becomes pedestrian way and easement



Parking Analysis - Future Growth

Off-Street Parking model

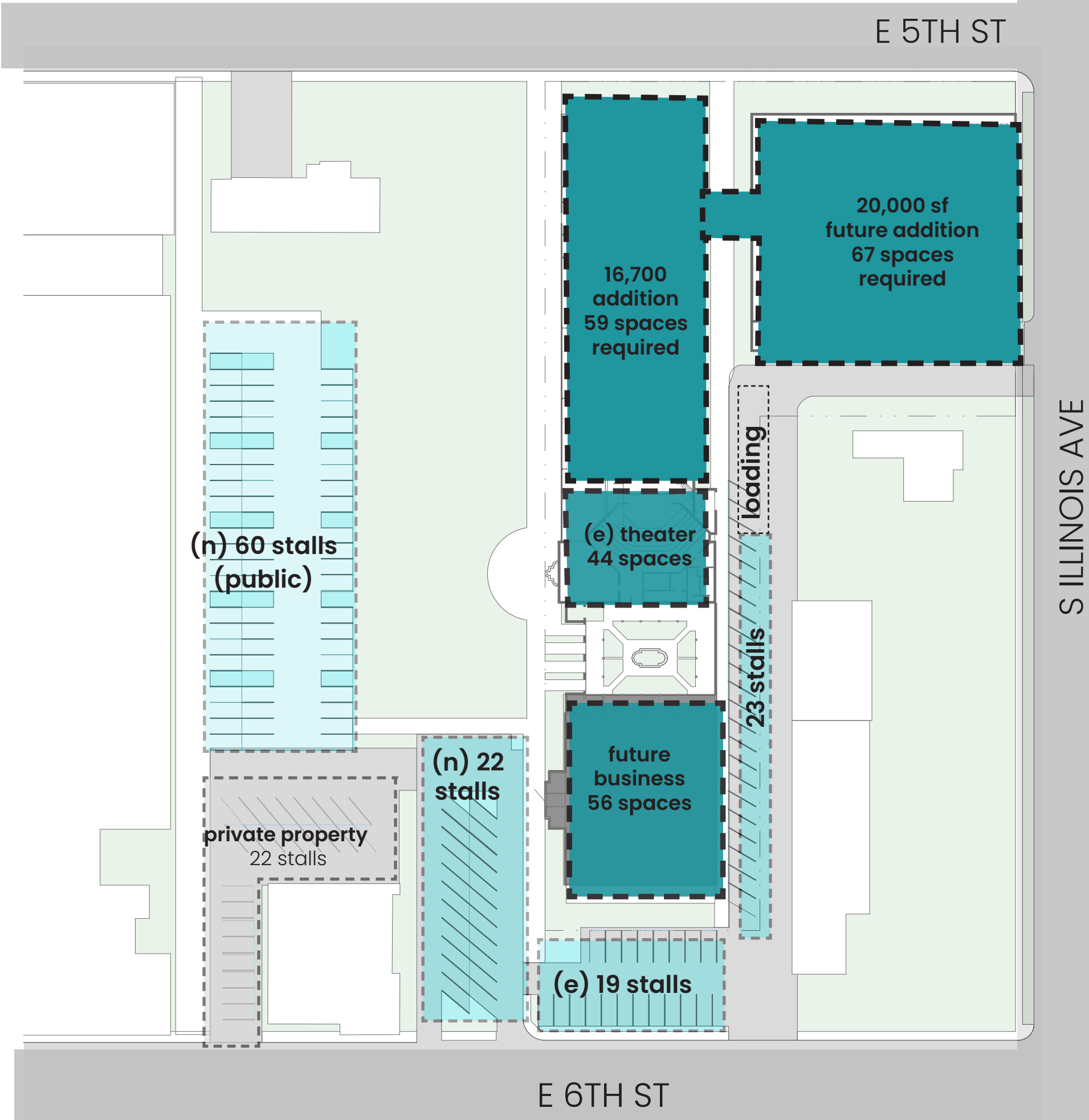
buildings	parking req.
New Library	59
Existing Theater	44
Future Business	56
Future Library expansion	67

Total Required **226**

parking lots	parking modeled
reconfigured alley	23
(e) library	19
(n) Kansas Ave	22
(e) public parking	60

Total Provided **124**

Difference **- 102**



Long Term

Kansas Ave becomes a park space



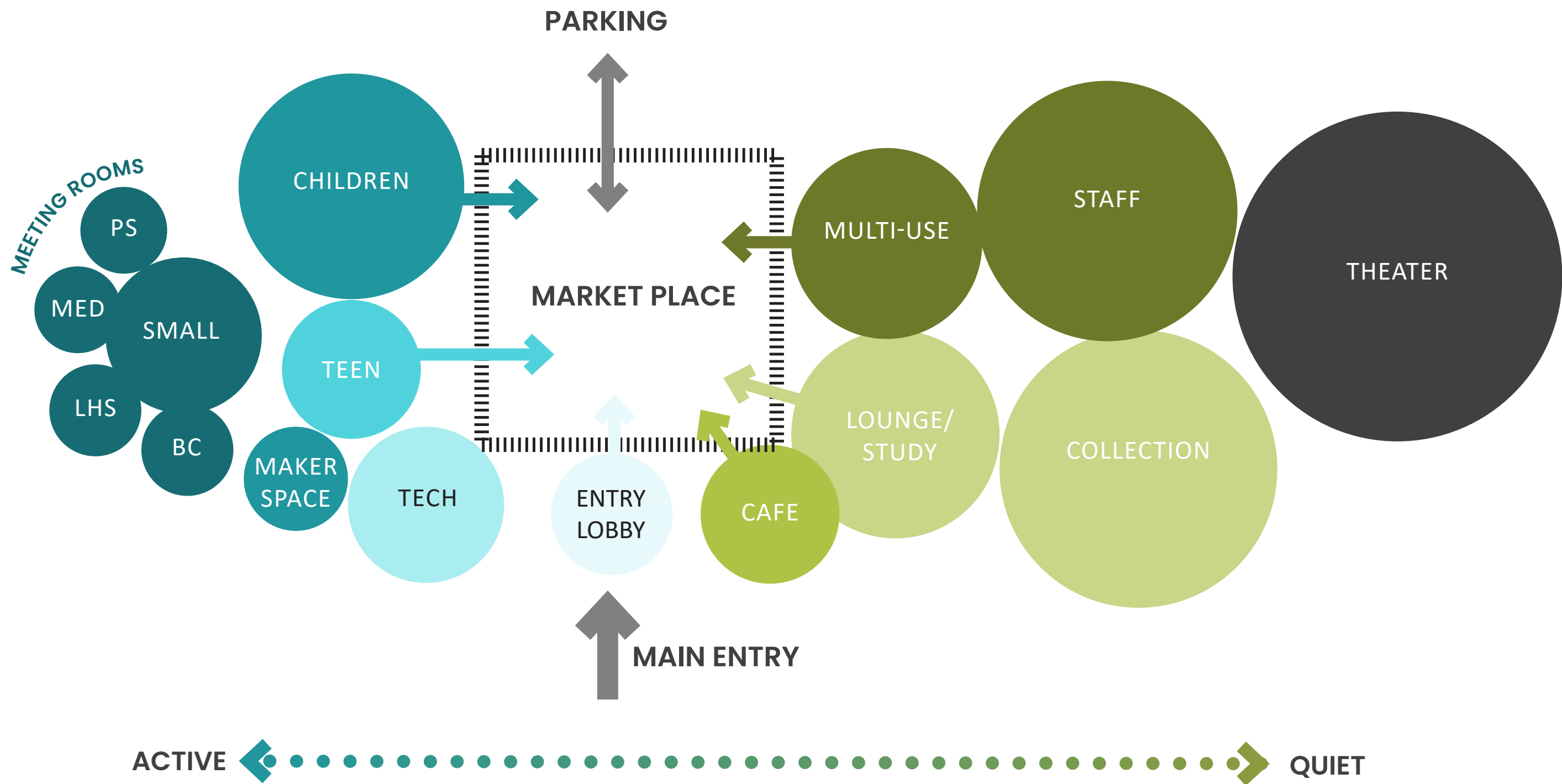
Long Term

Kansas Ave becomes a park space



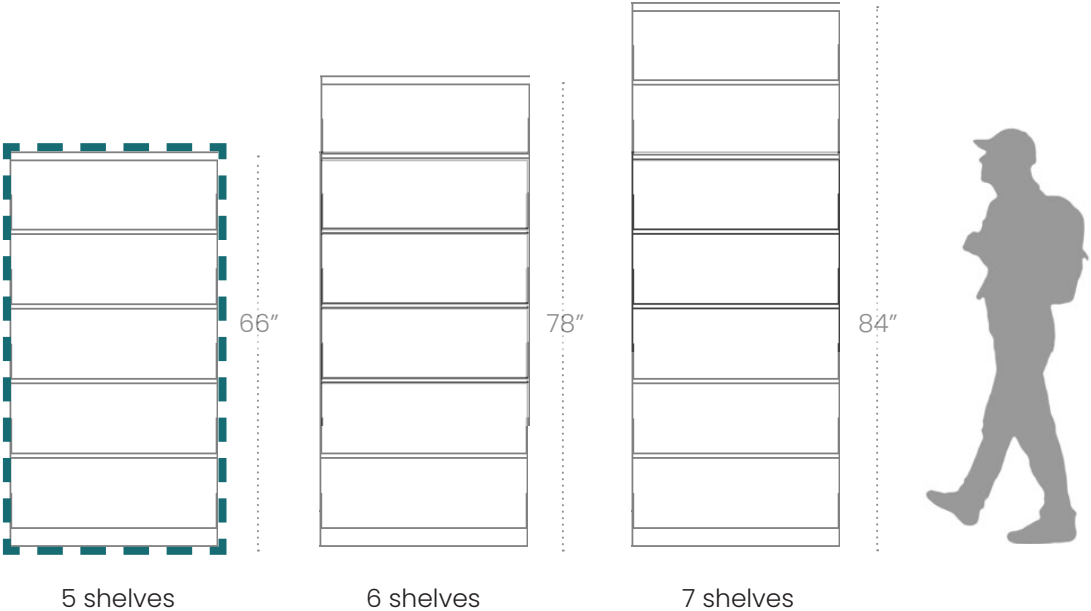
Program Diagram

Active VS Quiet | Open VS Enclosed

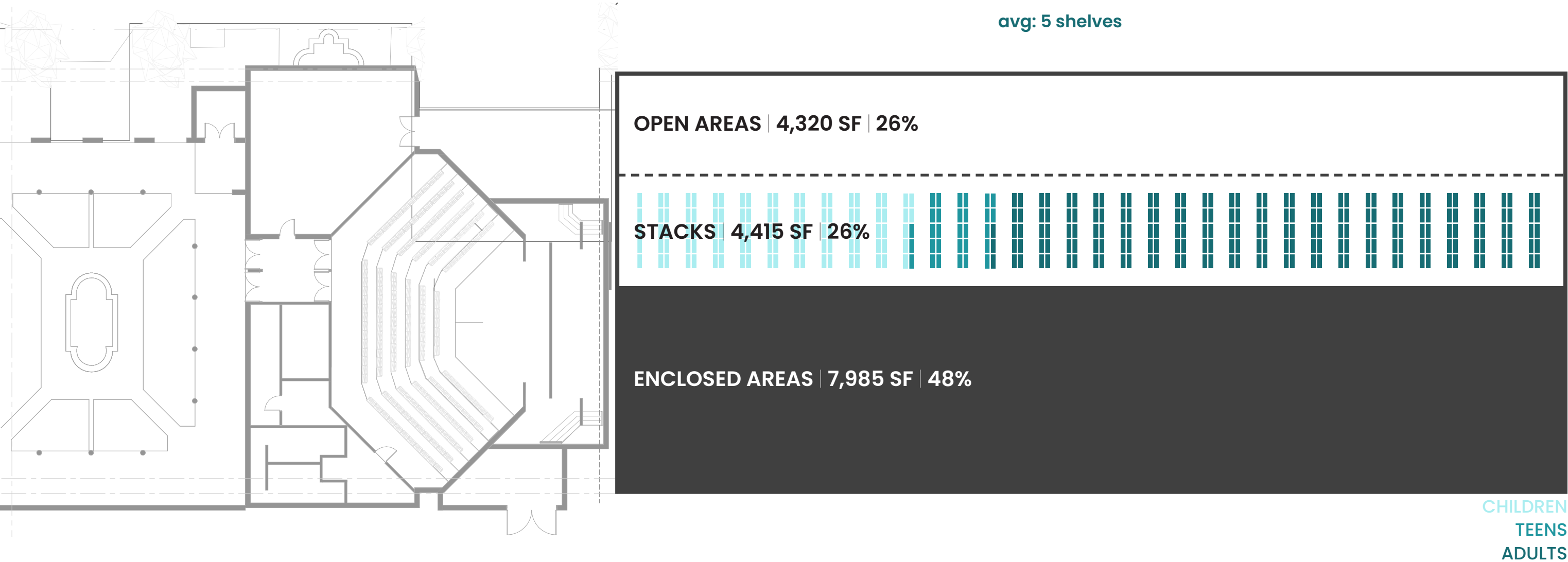


reduced collection | 66" stack height

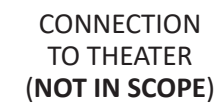
	existing collection	reduced	% reduction	shelves	shelves/ section	# sections	area (sf)
Adult	66,272	33,136	50%	1,013		203	2,671
Audiobook	1,833	917	50%	32	5	6	85
Fiction	25,124	12,562	50%	353	5	71	931
Spanish	7,783	3,892	50%	122	5	24	321
Non-Fiction	20,141	10,071	50%	315	5	63	830
Videos (DVD)	2,752	1,376	50%	21	5	4	55
Music (CD)	300	150	50%	2	5	0	6
Large Print	2,743	1,372	50%	32	5	6	85
Texas	2,931	1,466	50%	51	5	10	136
Reference	2,665	1,333	50%	85	5	17	223
Young Adult	6,442	6,442	0%	151	5	30	398
Children	21,774	21,774	0%	510	5	102	1,345
TOTAL	94,488	61,352	35%	1,674	5	335	4,415



avg: 5 shelves



New Library + Existing Theater



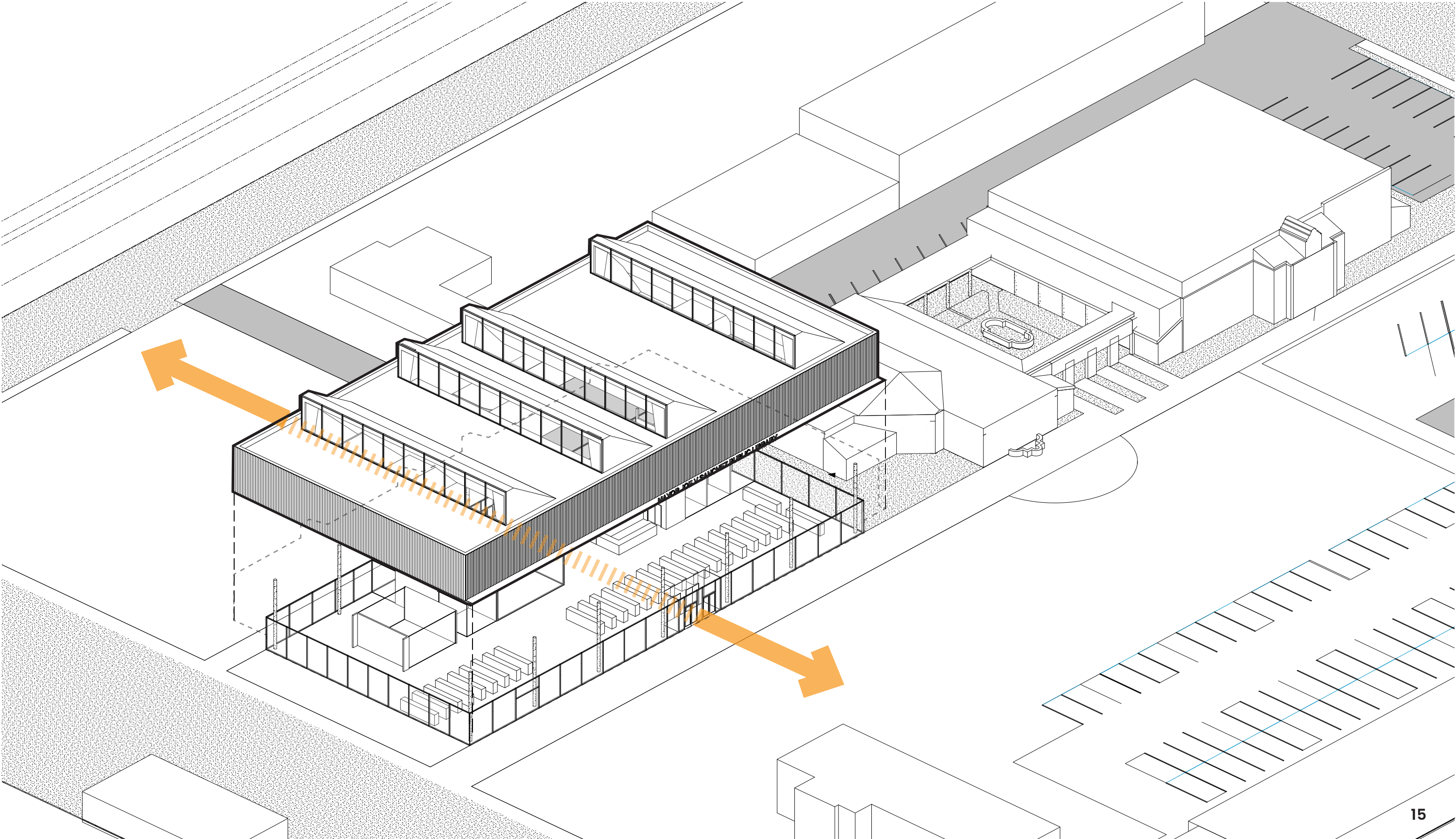
OUTDOOR
SPACE

SEPARATE EXTERIOR WALL
FROM EXISTING THEATER
WITH NEW WALL

NEW WALL
(IN SOFT COST)

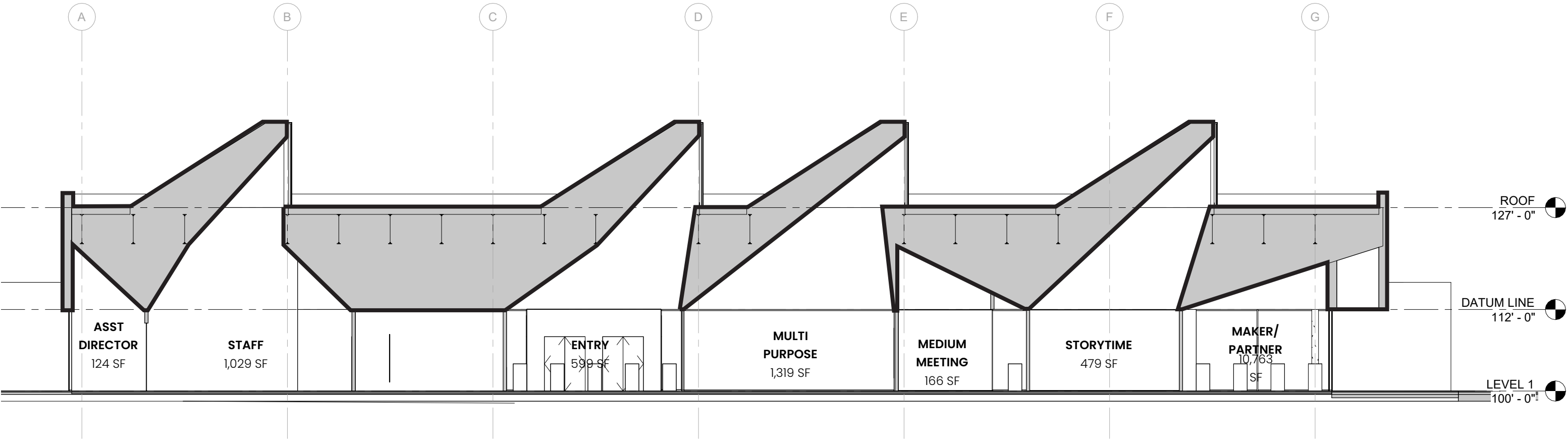
Conceptual Approach

Connection to Outdoor Space

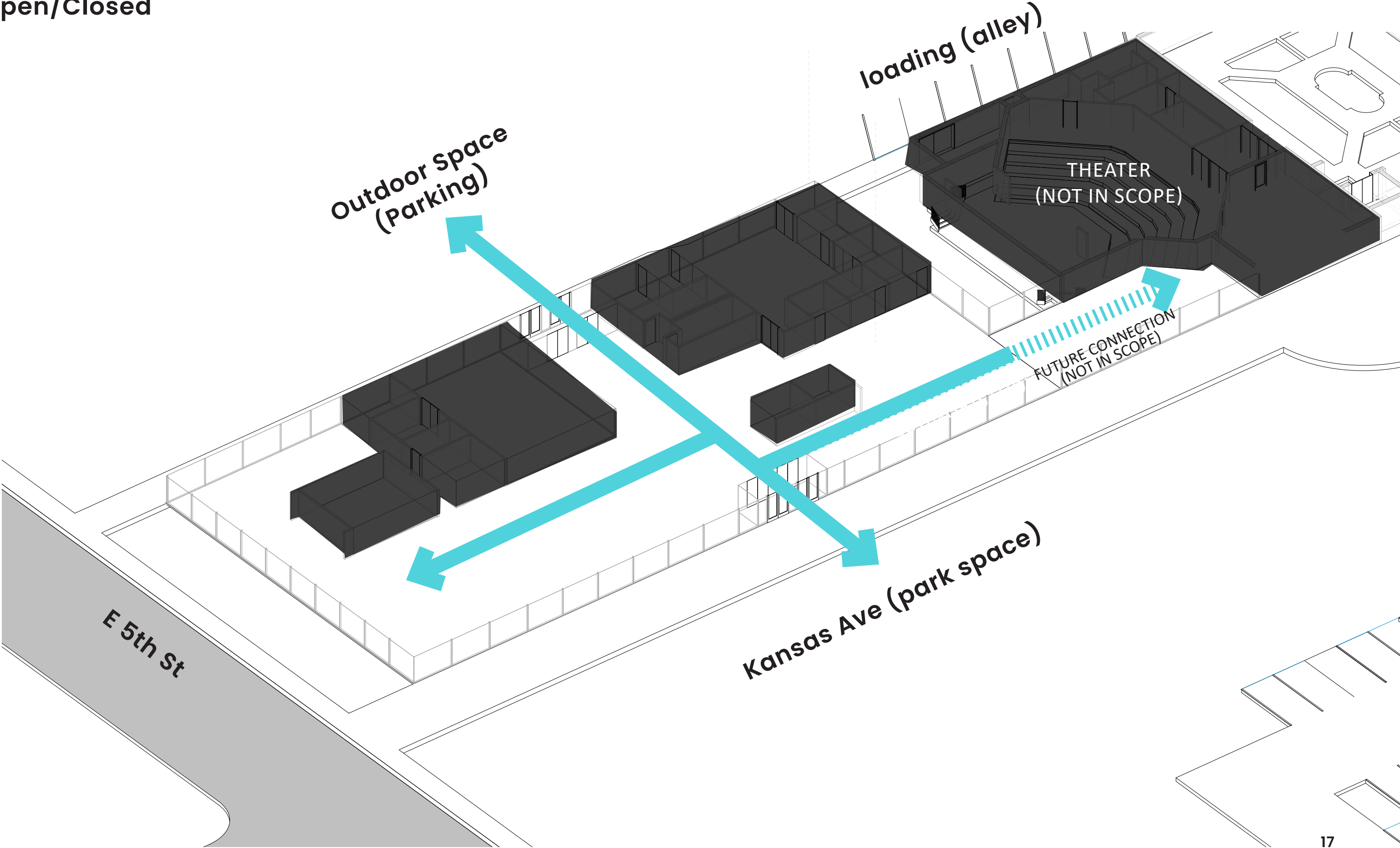


Section

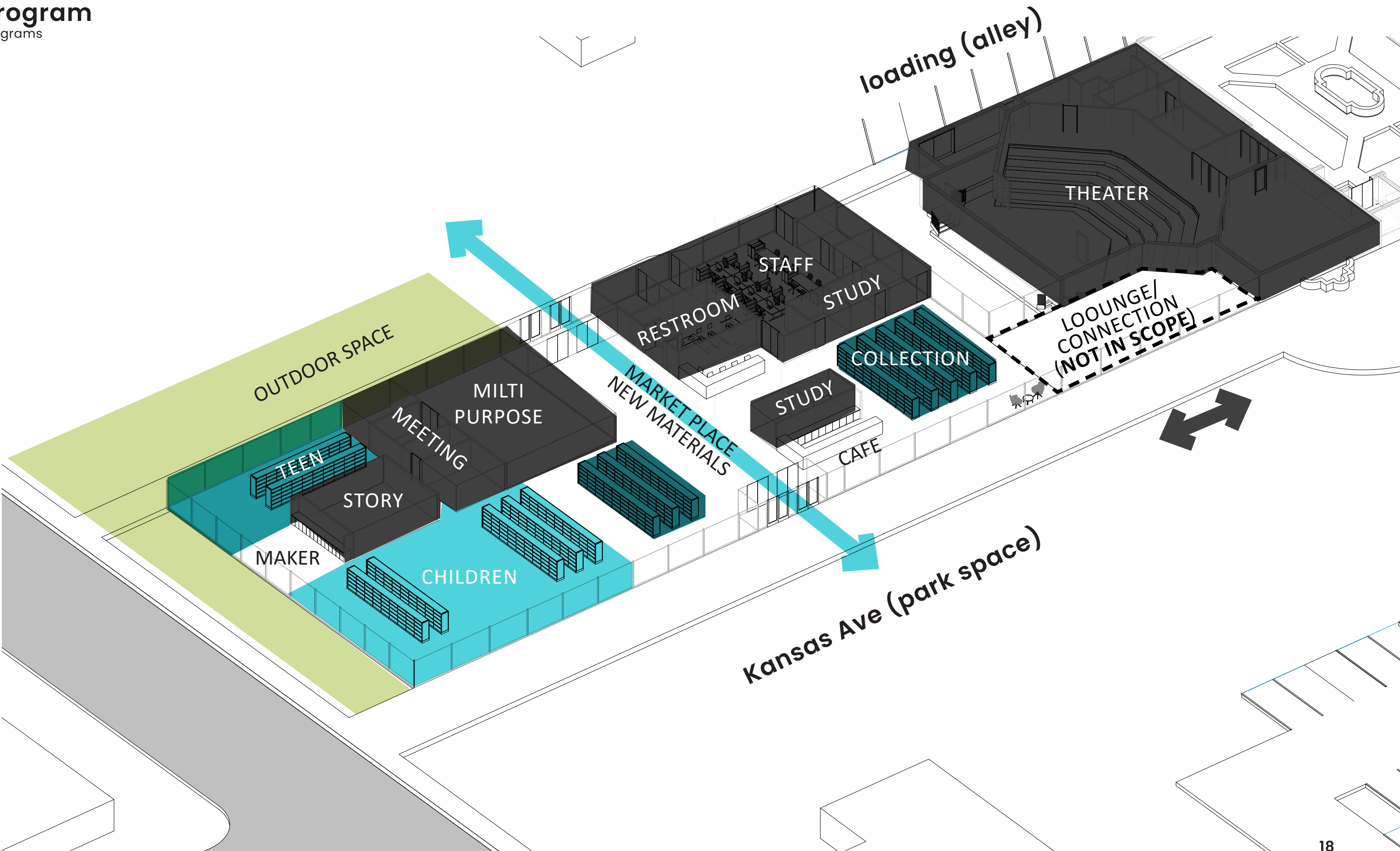
Rooms defined by Light



Open/Closed

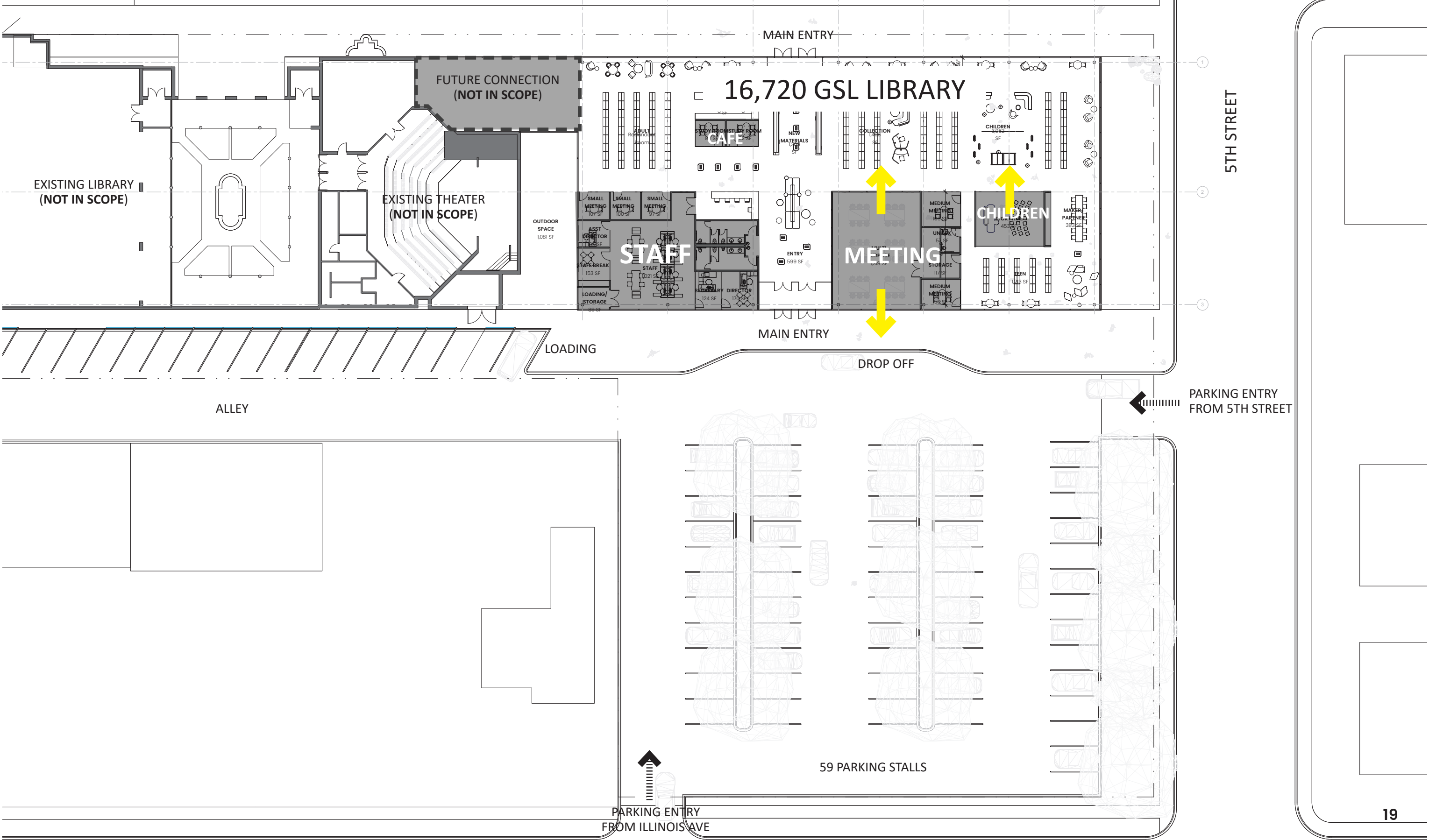


Program
Programs

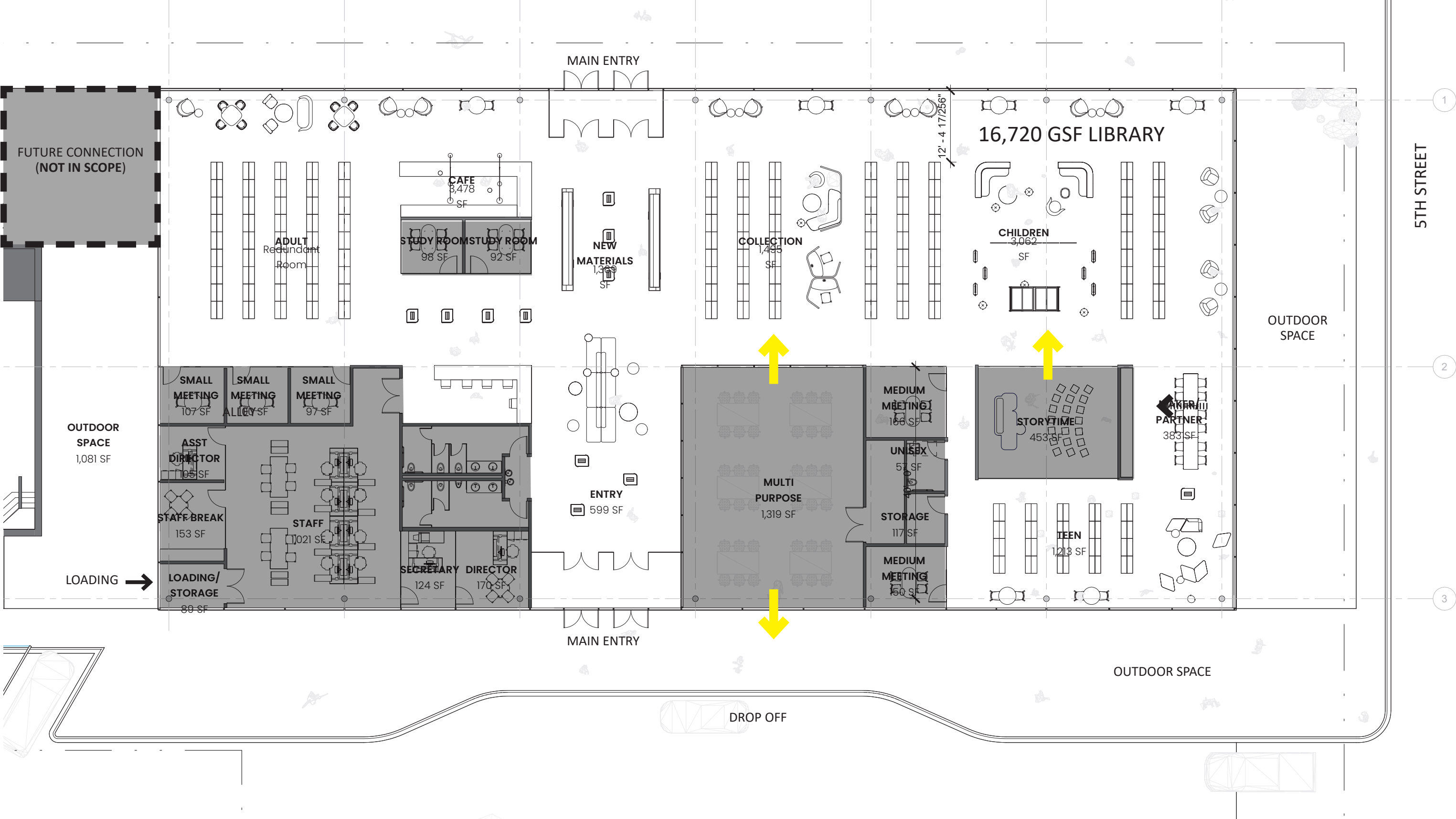


Floor Plan

Programs

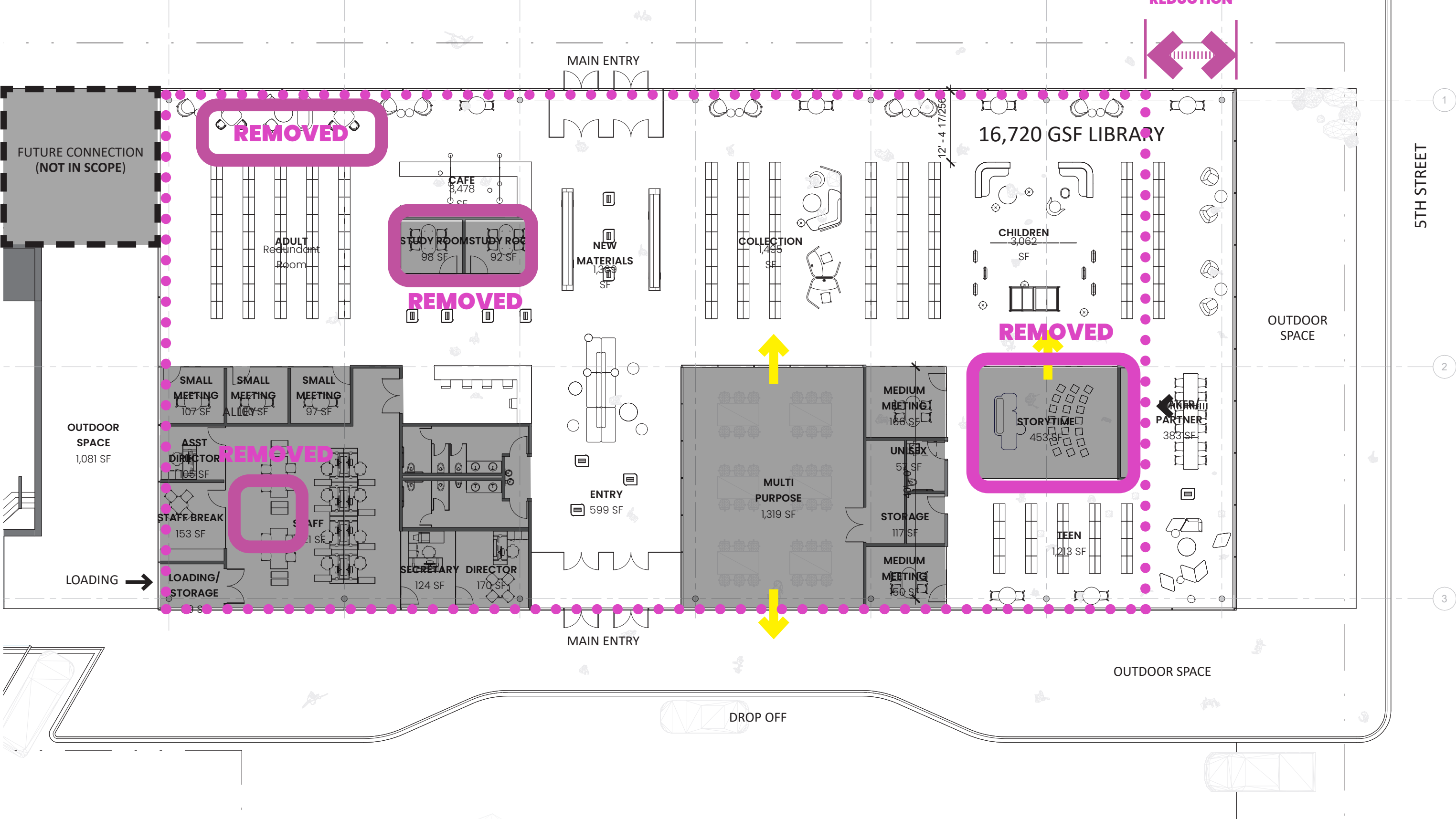


Floor Plan
Programs



Floor Plan - REDUCED
Programs

OVERALL
FOOTPRINT
REDUCTION



- SIMPLE STRUCTURAL SYSTEM
- SIMPLE MATERIAL PALLET – DEPLOYED BEAUTIFULLY
- STRATEGIC USE OF WALLS – MINIMIZED
- EFFICIENT STAFF SPACES
- LOUNGE AND MARKET SPACE MULTI-USE

PERSPECTIVES

VIEW FROM KANSAS



PERSPECTIVES

FROM PARK



PERSPECTIVES

VIEW FROM KANSAS AND 5TH ST



PERSPECTIVES

VIEW FROM PARKING ENTRY



PERSPECTIVES
VIEW FROM KANSAS ENTRY



PERSPECTIVES
CHILDRENS



PERSPECTIVES
MAIN AISLE





Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5934	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and re-consideration on the Final Plat for Gilberto Estates being a 4.56-acre out of farm tract 101, West & Adams Tract Subdivision, Weslaco, Hidalgo County, Texas Located on the Northeast corner of Mile 4 ½ W & Mile 10 N and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed Six (6) lot subdivision is currently located inside the City of Weslaco. This subdivision is being serviced with water by North Alamo Water Supply Company through a 6" waterline and sewer by OSSF. The property is within a Flood Zone "X". Applicant is requesting variance for OSSF.			
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: City Commission previously approved the final plat without the variance for OSSF at their regular meeting on October 18, 2022.			
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 Planning and Zoning Commission recommended approval of the final plat and the variance request at their regular meeting held Oct 5, 2022.			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Recommendation to be made at the regular meeting.			
Staff Recommendation: Staff recommends approval of the Final Plat and compliance with the ordinance on the variance.			
Attachments, if any: Gilberto Estates- Memo, Gilberto Estates-Application, Variance & Drainage report, Gilberto Plats, Gilberto Estates Aerial			
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

Martin Garza, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Gilberto Estates- Final Plat

DATE: October 11, 2022

The proposed use for the 6-lot subdivision will be for single-family residential use. The developer has requested a variance for OSSF, the nearest sanitary sewer line is located 660' east at the intersection of Mile 10 North and Olivia Frances St. The developer will be required by City Ordinance to connect to sanitary sewer once it becomes available within the area.

The developer has complied with all staff and Planning & Zoning Commission comments.

Thank you,

Rebekah de la Fuente, CFM



SUBDIVISION PLATTING APPLICATION

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. PIAT-000299-2022

This form shall be completed by the Property Owner or Applicant and submitted to the Planning Department along with the required number of copies of the respective plat, review fee and all other required information listed below and in the Subdivision Ordinance. The submittal of an application does not constitute acceptance for processing until the staff reviews and determines the application is complete.

STAFF USE ONLY

☐ Single Lot Variance ☐ Minor Plat ☐ Planned Unit Development ☐ Standard Subdivision

GENERAL INFORMATION

Name of Subdivision: FINAL PLAT OF GILBERTO ESTATES

Location: IMMEDIATE NE CORNER OF MILE 4 1/2 W. & MILE 10 N.

Legal Description: A 4.56 ACRE TRACT 9/0 F.T. 101, WEST
& ADAMS TRACT SUBDIVISION, H.C.T.

Is subdivision inside city limits? ☒ YES ☐ NO

If subdivision is in the ETJ, indicate? ☐ 3.5 Mile ☐ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: OPEN

Existing Land Use: RESIDENTIAL Proposed Land Use: RESIDENTIAL

Number of Lots Proposed: 6 Gross Acreage: 4.56

Title Report Submitted: ☐ YES ☐ NO

OWNER INFORMATION

Owner's Name: JERRY GONZALEZ Telephone: 956-373-1533

Address: 718 COUNTRYSIDE DR. Fax: _____

City: WESLACO State: TX Zip: 78599 E-mail: JGONZALEZ@TEXASNATIONAL.COM

ENGINEER INFORMATION

Name: DAVID SALINAS, SEA Telephone: 956-682-9081

Address: 2221 DAFFODIL AVE Fax: _____

City: MCALLEN State: TX Zip: 78501 E-mail: DSALINAS@SALINASENGINEERING.COM

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

UTILITY PROVISIONS

Will proposed subdivision connect to:

☐ YES ☐ NO Water Provision: _____

☐ YES ☐ NO Wastewater Provision: _____

☐ YES ☐ NO Electric Company: _____

☐ YES ☐ NO Phone Utility _____	☐ YES ☐ NO Gas Utility _____	☐ YES ☐ NO Cable Utility _____
--	--	--

Proposed subdivision is in the following districts:

☐ YES ☐ NO Drainage District <u>#1</u>	☐ YES ☐ NO Irrigation District <u>#9</u>
--	--

Has the property been assessed as flat rate irrigable property: ☐ YES ☐ NO

Have Water Rights been conveyed to City/Water Supplier? ☐ YES ☐ NO

(Attach written proof of such assessment or that it has never been assessed as such a property) If **YES**, attach an estimate from the irrigation district of the proportional water rights for the subdivision as calculated under Texas Water Code § 49.505.

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

Two (2) sets of plats **folded and stapled** (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov

\$355.00 Planning Review fee

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

Contours

Flood Zones

Adjoiners

Existing street names

Drainage plans and calculations with engineer's seal

Elevations

Flood directional arrows

Detention areas

Street names

Proof of ownership of the property

If septic tank system required, submit soil evaluation report

Water Rights associated with the property

Tax Receipt for all taxing entities showing that taxes are paid in full

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

Twelve (12) sets of preliminary plat **folded and stapled** (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov

\$350.00 (one time fee for preliminary and final plat) - \$355 =

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

- ☐ Contours
- ☐ Flood Zones
- ☐ Adjoiners
- ☐ Existing & Proposed street names
- ☒ Utility Layout
 - ☐ Existing & Proposed Utilities
 - ☐ Proposed Fire Hydrants
 - ☐ Adjoiners
 - ☐ Street names
- ☒ Drainage plans and calculations with engineer's seal
 - ☐ Elevations
 - ☐ Flood directional arrows
 - ☐ Detention areas
 - ☐ Street names
- ☒ Proof of ownership of the property
- ☒ If septic tank system required, submit soil evaluation report
- ☒ N/A Water Rights associated with the property
- ☒ Tax Receipt for all taxing entities showing that taxes are paid in full
- ☒ Number of fire hydrants proposed for subdivision
- ☒ Trip Generation Worksheet - SUBMITTED 6-16-22

SUBMITTALS REQUIRED FOR FINAL (P & Z) **Will not apply to Single Lot Variance**

- ☐ **Twelve (12) sets of plans FOLDED & STAPLED (24 x 36) & PDF copy with all corrections**
- ☐ Plats to be sealed by Professional Engineer
- ☐ Approved Drainage Report
- ☐ Traffic Impact Analysis (If required)

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- ☐ One set of 8 1/2 x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

- ☐ Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
- ☐ Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
- ☐ Notice of Intent
- ☐ SW3P

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

- ☐ Electronic file of final plat and as-builds
- ☐ Reproducible plat to be recorded with all required signatures
- ☐ 3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
- ☐ 2% inspection fee
- ☐ Park Fees
- ☐ Checks or Receipts: HCCID #9; HCDD #1; County Clerk
- ☐ Tax certificates
- ☐ Memo from engineering inspector releasing subdivision
- ☐ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
- ☐ 30 Year Water and 30 Year Sewer Service Agreements
- ☐ Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

- ☐ Sealed engineering cost estimates
- ☐ Letter of Credit/Performance Bond/Escrow

** Any revisions requested would require resubmission of plats and reduced copy reflecting changes.

AUTHORIZATION AND ACKNOWLEDGEMENTS

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); and the following person listed below is my authorized agent to act on my behalf.

I certify that the above information is correct and complete to the best of my knowledge. I understand that I must comply with all applicable local, state, and federal regulations.

Owner Printed Name: _____

Owner Signature: P.O.A. SUBMITTED ON 5-16-22 Date: _____

DAVID SALINAS FOR SALINAS ENGINEERING is the authorized agent

Authorized Agent Signature: _____ Date: 8-29-22

Authorized Agent Printed Name: DAVID SALINAS

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid: _____

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____

Onsite Sewage Facility Site Evaluation

Applicant Information

Name: Jerry Gonzalez
Address: Mile 10 North & Mile 4 1/2 West
City: Weslaco State: TX Zipcode: _____

Property Location:

Subdivision: Gilbert Estates
Lot: _____ Block: _____
Street Address: Mile 10 North & Mile 4 1/2
City: Weslaco Zipcode: 78596

Site Evaluator Information

Name: Luz Gomez
Company: Gomez Backhoe Service
City: Mission State: TX Zipcode: 78574

Installer Information:

Name: Sergio Rodriguez
Company: Ro-cha Septic
City: Mission State: TX Zipcode: 78574

Schematic of Lot or Tract

Show:

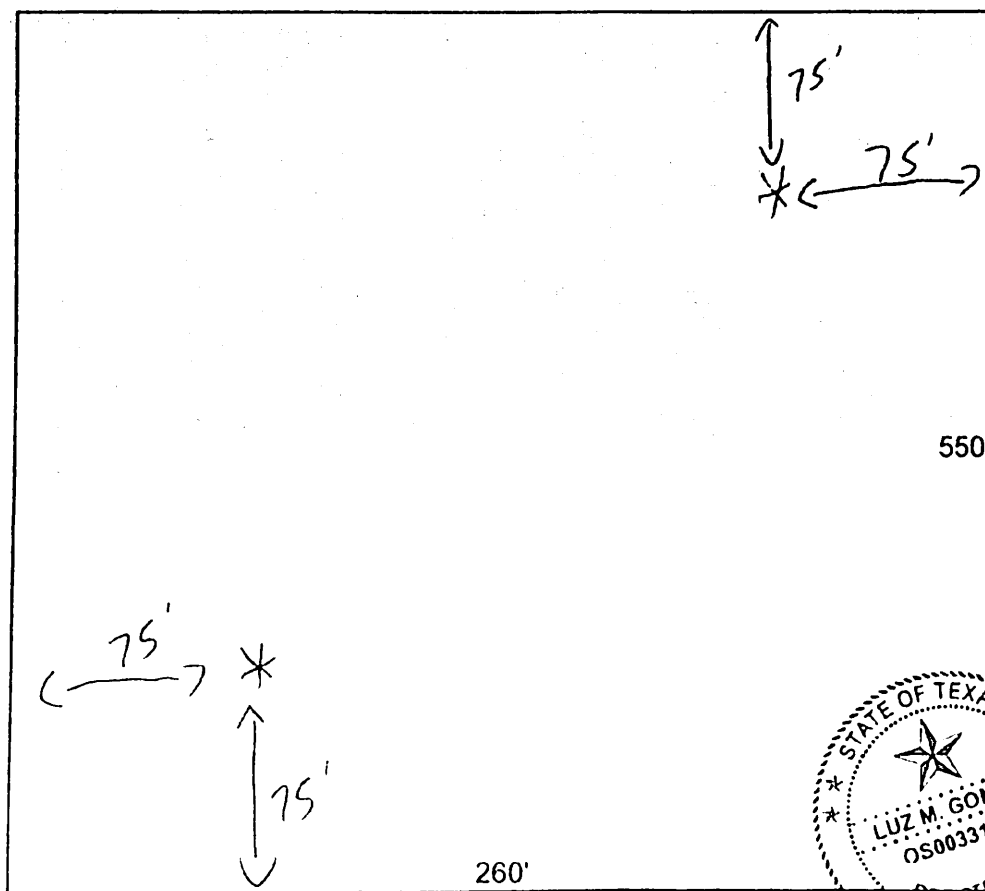
Compass North, adjacent streets, property dimensions, location of buildings, easements, swimming pools, water lines, and other surface improvements where known (drainage, patios, sidewalks).

Location of existing or proposed water wells within 150 ft of property.

Indicate slope or provide contour lines from structure to the farthest location of the proposed soil absorption or irrigated area.

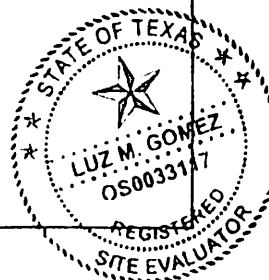
Location of soil boring or dug pits

Location of natural, constructed, or proposed drainage ways (streams, ponds, lakes, rivers, high tide of salt water bodies) water impoundment areas, cut or fill bank, sharp slopes and breaks.



Lot Size: 4.5 acres

Scale inch = ft



Presence of 100 year flood zone
Presence of adjacent ponds, streams, water impoundments
Existing or proposed water well in nearby area
Organized sewage service available to lot or tract

Yes No ✓
Yes No ✓
Yes No ✓
Yes No ✓

Site Evaluator

Name: Luz Gomez

Signature: *Luz Gomez*

License No.: OS 0033117

**On-Site Sewage Facility
Soil Evaluation Report Information**

Date Soil Survey Performed: 6/15/2022 County: Hidalgo
 Subdivision: Gilbert Estates Lot: Block:
 Name of Site Evaluator: Luz Gomez Registration Number: OS 0033117

Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
 For subsurface disposal, soil evaluation must be performed to a depth of at least two feet below the proposed excavation depth.
 For surface disposal, the surface horizon must be evaluated.
 Describe each soil horizon and identify any restrictive features on the form. Indicated depths where features appear.

Soil Boring 1

Depth (Feet)	Texture Class	Soil Texture	Structure (For Class III blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
1	↓	↓	N/A	None	None	None
2						
3						
4						
5						
6	III	Silty Clay Loam				



Soil Boring 2

Depth (Feet)	Texture Class	Soil Texture	Structure (For Class III blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
1	↓	↓	N/A	None	None	None
2						
3						
4						
5						
6	III	Silty Clay Loam				

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability

Luz Gomez
Signature of Site Evaluator

6/15/2022

Date:

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

Document No: 3338015

Billable Pages: 3

Recorded On: May 02, 2022 04:33 PM

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: 3338015
Receipt No: 20220502000458
Recorded On: May 02, 2022 04:33 PM
Deputy Clerk: Elisa Castillo
Station: CH-1-CC-K32

Record and Return To:

eRecording Partners
400 Second Avenue South

Minneapolis MN 55401



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

Capital Title
GF# 22-663947-JC Warranty Deed with Vendor's Lien

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.

Date: April 29, 2022

Grantor: Hilario Pedraza and wife, Enedelia A. Pedraza

Grantor's Mailing Address: 11715 Bruce Hunt Rd., Clermont FL 34711

Grantee: Zuriel Investments, LLC

Grantee's Mailing Address: 718 Countryside Dr., Weslaco Texas 78599

Consideration:

Cash and other good and valuable consideration along with a note of even date executed by Grantee and payable to the order of Navy Army Community Credit Union in the principal amount of \$115,500.00 (One Hundred Fifteen Thousand Five Hundred and 00/100 Dollars). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Navy Army Community Credit Union and by a first-lien deed of trust of even date from Grantee to Kevin M Maraist, trustee.

Property (including any improvements):

Being a 4.56 gross acre tract of land, more or less, out of the southeast corner of Farm Tract 101, West and Adams Tract Subdivision, Hidalgo County, Texas, as per the Map or Plat thereof recorded in Volume 02, Pages 34-37, Map Records of Hidalgo County, Texas; Said 4.56 acre tract of land is more particularly described by metes and bounds as follows:

Commencing at a nail set on the southeast corner of said Farm Tract 101 located at the intersection of Mile 10 North Road and Mile 4 1/2 West Road for the southeast corner and POINT OF BEGINNING of this herein described tract;

(1) Thence, West, coincident with the south line of said Farm Tract 101 in the center of said Mile 10 North Road, a distance of 684.80 feet to a nail set for the southwest corner of this herein described tract;

(2) Thence, North, a distance of 30.0 feet pass a 1/2 inch diameter iron rod found on intersection with the north right-of-way line of said mile 10 North Road at a distance of 290.40 feet in all to a 1/2 inch diameter iron pipe found on intersection with the south line of Aurora Estates, Hidalgo County, Texas, as per the Map or Plat thereof recorded in Volume 38, Page 155. Map Records of Hidalgo County, Texas, for the northwest corner of this herein described tract;

(3) Thence, East, coincident with the south line of said Aurora Estates, a distance of 654.80 feet pass a 1/2 inch diameter iron rod found on intersection with the west right-of-way line of said Mile 4 1/2 West Road, a distance of 684.80 feet in all to a nail set on the southeast corner of said Aurora Subdivision and being further located on intersection with the east line of said Farm Tract 101 in the center of said Mile 4 1/2 West Road for the northeast corner of this herein described tract;

(4) Thence, South, coincident with the east line of said Farm Tract 101, a distance of 290.40 feet to the POINT OF BEGINNING, containing 4.56 gross acres of land, more or less, of which 0.47 acres, more or less, are located within said Mile 10 North Road, and 0.18 acres, more or less, are located within said Mile 4 1/2 West road, leaving 3.91 net acres of land, more or less.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

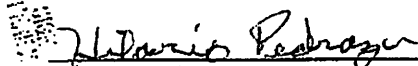
This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants, and conditions, if any, relating to the hereinabove described property as the same are filed for record in County Clerk's Office of Hidalgo County, Texas.

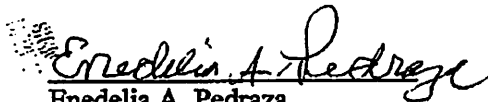
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The Vendor's Lien against and Superior Title to the Property are retained until the Note described is fully paid according to its terms, at which time this Deed will become absolute. The Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold, and conveyed to the payee of the Note, and the successors and assigns of the payee.

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

EXECUTED this 30th day of April, 2022.


Hilario Pedraza

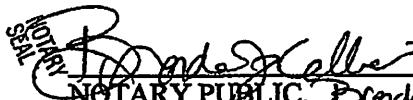

Enedelia A. Pedraza

THE STATE OF Florida §
§
COUNTY OF Lake §

Before me, a Notary Public, the foregoing instrument was acknowledged on 30th day of April, 2022 by Hilario Pedraza and Enedelia A. Pedraza who personally appeared before me, and who is known to me through Fr. Dr. Wilson to be the person(s) who executed it for the purposes and consideration expressed therein, and in the capacity stated.



By means of ☒ physical
presence or ☐ online notarization


NOTARY PUBLIC, Brenda Jo Collier
STATE OF Florida

AFTER RECORDING, RETURN TO:
Zuriel Investments, LLC
718 Countryside Dr.
Weslaco Texas 78596

PREPARED IN THE LAW OFFICE OF
Shaddock & Associates, P. C.
2400 N. Dallas Parkway, Ste. 560
Plano, Texas 75093

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

003009.108289.0009.001 1 MB 0.390 532



ZURIEL INVESTMENTS LLC
GERARDO GONZALEZ MBR
718 COUNTRYSIDE DR
WESLACO TX 78596

03009

Date of this notice: 1

Employer Identification
45-3049968

Form: SS-4

Number of this notice:

For assistance you may
1-800-829-4933

IF YOU WRITE, ATTACH T
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-3049968. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown. Any variation may cause a delay in processing, result in incorrect information on your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached stub and return it to us.

Based on the information received from you or your representative, you filed the following form(s) by the date(s) shown.

Form 1065

04/15/2012

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections must be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.



103009

Keep this part for your records.

CP 575 B C

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

0509

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 08-25-2011
EMPLOYER IDENTIFICATION NUMBER:
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023



ZURIEL INVESTMENTS LLC
GERARDO GONZALEZ MBR
718 COUNTRYSIDE DR
WESLACO TX 78596

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

▶ See separate instructions for each line. ▶ Keep a copy for your records.

CMB No. 1545-0003

EIN

45-3049988

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested Zuriel Investments, LLC			
	2 Trade name of business (if different from name on line 1)	3 Executor, administrator, trustee, "care of" name		
	4a Mailing address (room, apt., suite no. and street, or P.O. box) 718 Countryside Drive	5a Street address (if different) (Do not enter a P.O. box.)		
	4b City, state, and ZIP code (if foreign, see instructions) Weslaco, Texas 78586	5b City, state, and ZIP code (if foreign, see instructions)		
	6 County and state where principal business is located Hidalgo County, Texas			
	7a Name of responsible party Gerardo Gonzalez	7b SSN, ITIN, or EIN		
8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? ☒ Yes ☐ No	8b If 8a is "Yes," enter the number of LLC members 2			
8c If 8a is "Yes," was the LLC organized in the United States? ☒ Yes				
9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check.				
☐ Sole proprietor (SSN) _____ ☒ Partnership ☐ Corporation (enter form number to be filed) ▶ _____ ☐ Personal service corporation ☐ Church or church-controlled organization ☐ Other nonprofit organization (specify) ▶ _____ ☐ Other (specify) ▶ Multi-member LLC				
☐ Estate (SSN of decedent) _____ ☐ Plan administrator (TIN) _____ ☐ Trust (TIN of grantor) _____ ☐ National Guard ☐ State/local government ☐ Farmers' cooperative ☐ Federal government/military ☐ REMIC ☐ Indian tribal governments/or Group Exemption Number (GEN) if any ▶ _____				
9b If a corporation, name the state or foreign country (if applicable) where incorporated	State Texas	Foreign country		
10 Reason for applying (check only one box)				
☒ Started new business (specify type) ▶ Multi-member LLC ☐ Hired employees (Check the box and see line 13.) ☐ Compliance with IRS withholding regulations ☐ Other (specify) ▶ _____				
☐ Banking purpose (specify purpose) ▶ _____ ☐ Changed type of organization (specify new type) ▶ _____ ☐ Purchased going business ☐ Created a trust (specify type) ▶ _____ ☐ Created a pension plan (specify type) ▶ _____				
11 Date business started or acquired (month, day, year). See instructions. August 19, 2011		12 Closing month of accounting year December		
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.		14 If you expect your employment tax liability to be or less in a full calendar year and want to file Form 941 annually instead of Forms 941 quarterly, check 1 (Your employment tax liability generally will be \$ or less if you expect to pay \$4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. ☐		
<table border="1"> <tr> <td>Agricultural 0</td> <td>Household 0</td> <td>Other 0</td> </tr> </table>			Agricultural 0	Household 0
Agricultural 0	Household 0	Other 0		
15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be nonresident alien (month, day, year) ▶ N/A				
16 Check one box that best describes the principal activity of your business.				
☒ Construction ☐ Rental & leasing ☐ Transportation & warehousing ☐ Health care & social assistance ☐ Wholesale-agent/broker ☐ Real estate ☐ Manufacturing ☐ Finance & insurance ☐ Accommodation & food service ☐ Wholesale-other ☐ Other (specify) _____				
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. Real estate				
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? ☐ Yes ☒ No If "Yes," write previous EIN here ▶ _____				

Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.	
	Designee's name	Designee's telephone number (include area code)
	Address and ZIP code	Designee's fax number (include area code)
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.		Applicant's telephone number (include area code)
Name and title (type or print clearly) ▶ Gerardo Gonzalez, President		(956) 373-11
Signature ▶ _____ Date ▶ _____		Applicant's fax number (include area code)
		()



Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

Zuriel Investments, LLC
File Number: 801468891

The undersigned, as Secretary of State of Texas, hereby certifies that the application for reinstatement of the above named entity has been received in this office and has been found to conform to law. It is further certified that the entity has been reinstated to active status on the records of this office.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 11/02/2015

Effective: 11/02/2015



A handwritten signature in black ink, appearing to read "Casco".

Carlos H. Casco
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>



Office of the Secretary of State

August 22, 2011

Lawyer's Aid Service Inc
PO Box 848
Austin, TX 78767 USA

RE: Zuriel Investments, LLC
File Number: 801468891

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of formation evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Should the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information on franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure



Office of the Secretary of State

CERTIFICATE OF FILING OF

Zuriel Investments, LLC
File Number: 801468891

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business Name Act, or the common law.

Dated: 08/19/2011

Effective: 08/19/2011



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

CERTIFICATE OF FORMATION

OF

**ZURIEL INVESTMENTS, LLC
(A Limited Liability Company)**

FILED
In the Office of the
Secretary of State of Te.

AUG 19 2011

Corporations Secti

ARTICLE ONE

The name of the filing entity being formed is Zuriel Investments, LLC (the "Company").

ARTICLE TWO

The filing entity being formed is a limited liability company.

ARTICLE THREE

The purpose for which the Company is formed is any lawful purpose for which a limited liability company may be formed under the Texas Business Organizations Code.

ARTICLE FOUR

The street address of the Company's initial Registered Office, and the name of its initial Registered Agent at that office, are as follows:

Garza & Pena, P.L.L.C.
914 West Pike Boulevard
Weslaco, Texas 78596

ARTICLE FIVE

The Company will not have Managers. The names and addresses of the initial Members are:

Gerardo Gonzalez
718 Countryside Drive
Weslaco, Texas 78596

Veronica Gonzalez
718 Countryside Drive
Weslaco, Texas 78596

ARTICLE SIX

The undersigned Organizer hereby disclaims any past or future interests in or control of Zuriel Investments, LLC and resigns as the Organizer effective upon the formation of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand this nineteenth day of August, 2011.



Sharon M. Leal, Organizer
408 W. 17th Street, Suite 101
Austin, Texas 78701-1207
(512) 474-2002

DUPLICATE TAX RECEIPT



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

Certified Owner:

PEDRAZA HILARIO & ENEDELIA A
11719 BRUCE HUNT RD
CLERMONT, FL 34715-9077

Legal Description:

WEST TRACT S290.4'-E684.8' FT 101
4.56AC GR 4.05AC NET

Parcel Address: MILE 10 N
Legal Acres: 4.0500

Remit Seq No: 50610868
Receipt Date: 05/16/2022
Deposit Date: 05/16/2022
Print Date: 08/29/2022 12:39 PM
Printed By: BIANCA103

Appr. Dist. No.: 324407

Deposit No: ED2213683TC
Validation No: 900000063021737
Account No: **W3800-00-101-0000-01**
Operator Code: THERESA83

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2021	Tax Certificates	TL	0	0.000000	10.00	0.00	0.00	10.00
					\$10.00	\$0.00	\$0.00	\$10.00

> - -

- - <

Check Number(s):

PAYMENT TYPE:

Cash: \$10.00

Exemptions on this property:

OPEN SPACE I-D-I

Total Applied: \$10.00

Change Paid: \$0.00

Account No: W3800-00-101-0000-01
PAYER: 28791107
SALINAS ENGINEERING AND ASSOCIATES
2221 DAFFODIL AVENUE
MCALLEN, TX 78501

DUPLICATE TAX RECEIPT



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

Certified Owner:

PEDRAZA HILARIO & ENEDELIA A
11719 BRUCE HUNT RD
CLERMONT, FL 34715-9077

Legal Description:

WEST TRACT S290.4'-E684.8' FT 101
4.56AC GR 4.05AC NET

Parcel Address: MILE 10 N
Legal Acres: 4.0500

Remit Seq No: 48132020

Receipt Date: 11/17/2021

Deposit Date: 11/17/2021

Print Date: 08/29/2022 12:41 PM

Printed By: BIANCA103

Appr. Dist. No.: 324407

Deposit No: ED2132251RT
Validation No: 355
Account No: **W3800-00-101-0000-01**
Operator Code: RTLFILE

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2021	Hidalgo County	TL	1,013	0.575000	5.82	0.00	0.00	5.82
2021	Drainage Dist #1	TL	1,013	0.126400	1.28	0.00	0.00	1.28
2021	Ems Dist #1	TL	1,013	0.019500	0.20	0.00	0.00	0.20
2021	Weslaco Isd	TL	1,013	0.980700	9.93	0.00	0.00	9.93
2021	South Texas Isd	TL	1,013	0.049200	0.50	0.00	0.00	0.50
2021	South Texas College	TL	1,013	0.171500	1.74	0.00	0.00	1.74
					\$19.47	\$0.00	\$0.00	\$19.47

> - -

- - <

Check Number(s):

1210

PAYMENT TYPE:

Checks:

\$19.47

Exemptions on this property:

OPEN SPACE 1-D-1

Total Applied:

\$19.47

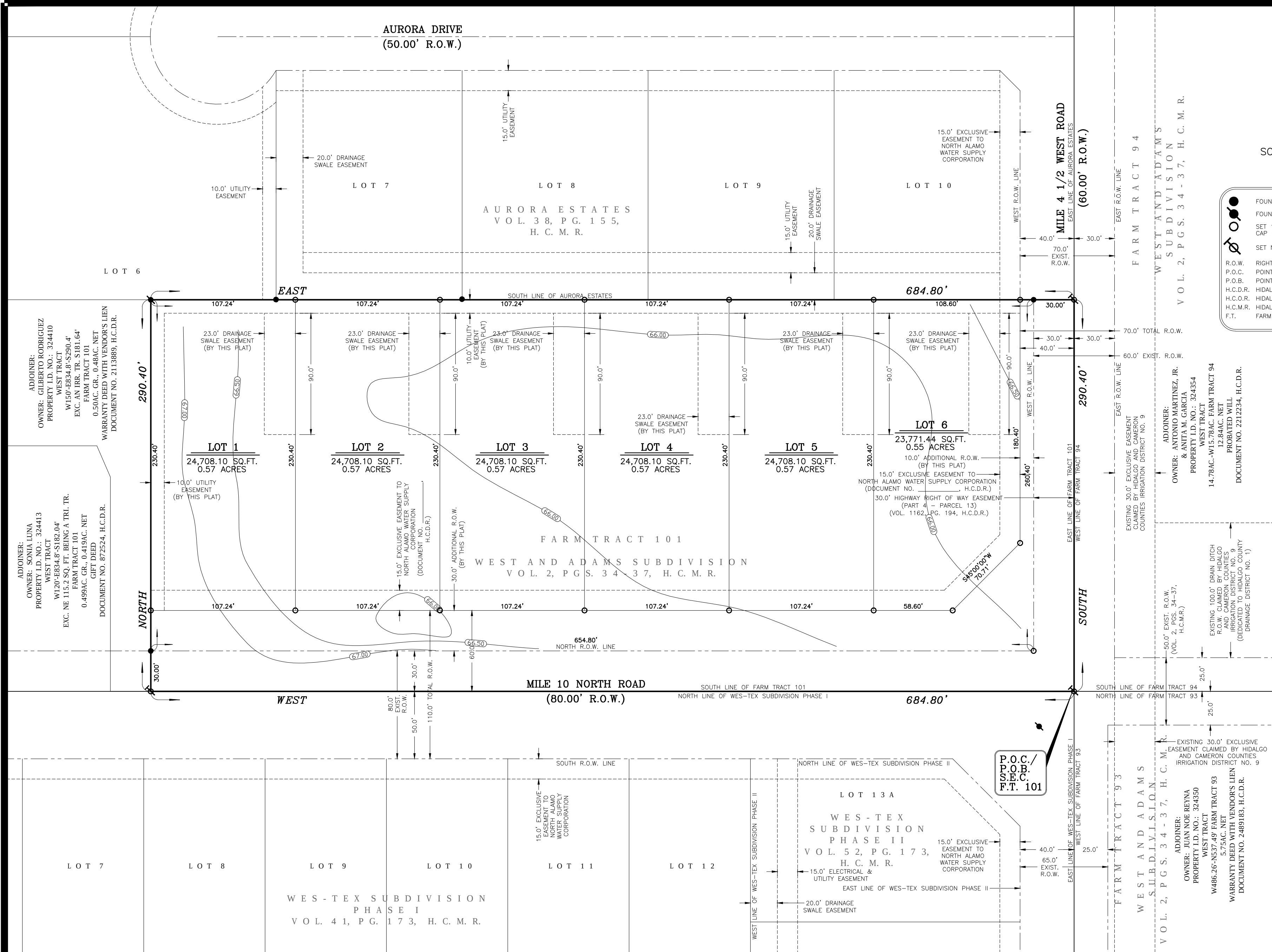
Change Paid:

\$0.00

Account No: W3800-00-101-0000-01

PAYER:

PEDRAZA HILARIO & ENEDELIA A
11719 BRUCE HUNT RD
CLERMONT, FL 34715-9077



GENERAL PLAT NOTES:

- MINIMUM SETBACK LINES:
FRONT: FRONT YARD SETBACK SHALL BE SIXTY (60.0') FEET.
SIDE: THERE SHALL BE A SIDE YARD OF NOT LESS THAN FIVE (5.0') FEET, EXCEPT THAT ON A CORNER LOT, THE SIDE YARD ON A STREET SIDE SHALL BE TEN (10.0') FEET.
REAR: REAR YARD SETBACK SHALL BE TWENTY-FIVE (25.0') FEET.
- LANDS CONTAINED WITHIN THIS SUBDIVISION LIE IN ZONE "X" (UNSHADED) ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) DATED JUNE 6, 2000, COMMUNITY PANEL NO. 480334 0450 C (REVISED TO REFLECT LOMR 5/30/02). ZONE "X" (UNSHADED) DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
- MINIMUM FINISHED FLOOR ELEVATION ON ALL NEW CONSTRUCTION FOR LOTS 1 THRU 6 SHALL BE 685.0.
- A 5 FT. WIDE MINIMUM SIDEWALK SHALL BE REQUIRED AT BUILDING PERMIT STAGE ALONG MILE 10 NORTH ROAD AND MILE 4 1/2 WEST ROAD. SIDEWALKS SHALL BE IN COMPLIANCE WITH CITY OF WESLACO DESIGN GUIDELINES FOR ALL SIDEWALKS ADJACENT TO CITY STREETS.
- DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 13,297.83 CUBIC FEET (0.30 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR HIS CALCULATION OF THIS SUBDIVISION.
- NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS AN 18" MATURE HEIGHTS, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- EACH LOT SHALL BE REQUIRED TO DETAIN NOT LESS THAN 2,216.31 Cu. Ft.
- AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE ENGINEERING DEPARTMENT, IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMITS.
- TEMPORARY BENCHMARK (TBM), TOP OF IRON ROD FOUND LOCATED 30.0' WEST FROM THE NORTHEAST CORNER OF THIS SUBDIVISION ON THE WEST RIGHT OF WAY LINE OF MILE 4 1/2 WEST ROAD. ELEVATION= 66.70.
- AT BUILDING PERMIT STAGE, STREETLIGHTS SHALL BE REQUIRED EVERY 300' ALONG MILE 10 NORTH ROAD IN ACCORDANCE WITH CITY OF WESLACO STREET LIGHT STANDARDS.
- LANDSCAPING SHALL BE IN ACCORDANCE WITH CITY OF WESLACO SUBDIVISION ORDINANCES.

PRINCIPAL CONTACTS

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: ZURIAL INVESTMENTS, LLC	718 COUNTRYSIDE DR.	WESLACO, TEXAS 78599	(956) 373-1533	NONE
ENGINEER: DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR: DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

FINAL PLAT OF
GILBERTO ESTATES

AN ADDITION TO THE CITY OF WESLACO,
HIDALGO COUNTY, TEXAS

BEING A 4.56 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE SOUTHEAST CORNER OF FARM TRACT 101, WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

- NO VEHICULAR ACCESS SHALL BE PERMITTED ALONG MILE 4 1/2 WEST ROAD FOR LOT 6.
- NO MORE THAN ONE SINGLE FAMILY DWELLING IS PERMITTED ON EACH LOT.
- DRIVEWAYS AT CORNER LOTS SHALL BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTION IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
- DRAINAGE EASEMENT/SWALE NOT TO BE ALTERED.

RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, owners of the property shown on the plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace and remove water distribution lines and appurtenances over and across lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the abovesaid rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the City, County or State hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantor has executed this instrument the _____ day of _____, 2022.

DEVELOPER

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

I, JERRY GONZALEZ, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN IN THIS PLAT AND DESIGNATED HEREIN AS **FINAL PLAT OF GILBERTO ESTATES**, TO THE CITY OF WESLACO, COUNTY OF HIDALGO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER: ZURIAL INVESTMENTS, LLC
JERRY GONZALEZ
718 COUNTRYSIDE DR.
WESLACO, TEXAS 78599

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JERRY GONZALEZ**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE
STATE OF NORTH CAROLINA
MY COMMISSION EXPIRES.

STATE OF TEXAS - CITY OF WESLACO
PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, DO HEREBY CERTIFY THAT **FINAL PLAT OF GILBERTO ESTATES** PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO _____ DATE _____

ATTEST: _____
SECRETARY, CITY OF WESLACO _____ DATE _____

STATE OF TEXAS
CITY OF WESLACO

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING AND ZONING COMMISSION _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

DAVID OMAR SALINAS, P.E.
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID O. SALINAS, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

DAVID O. SALINAS, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5782

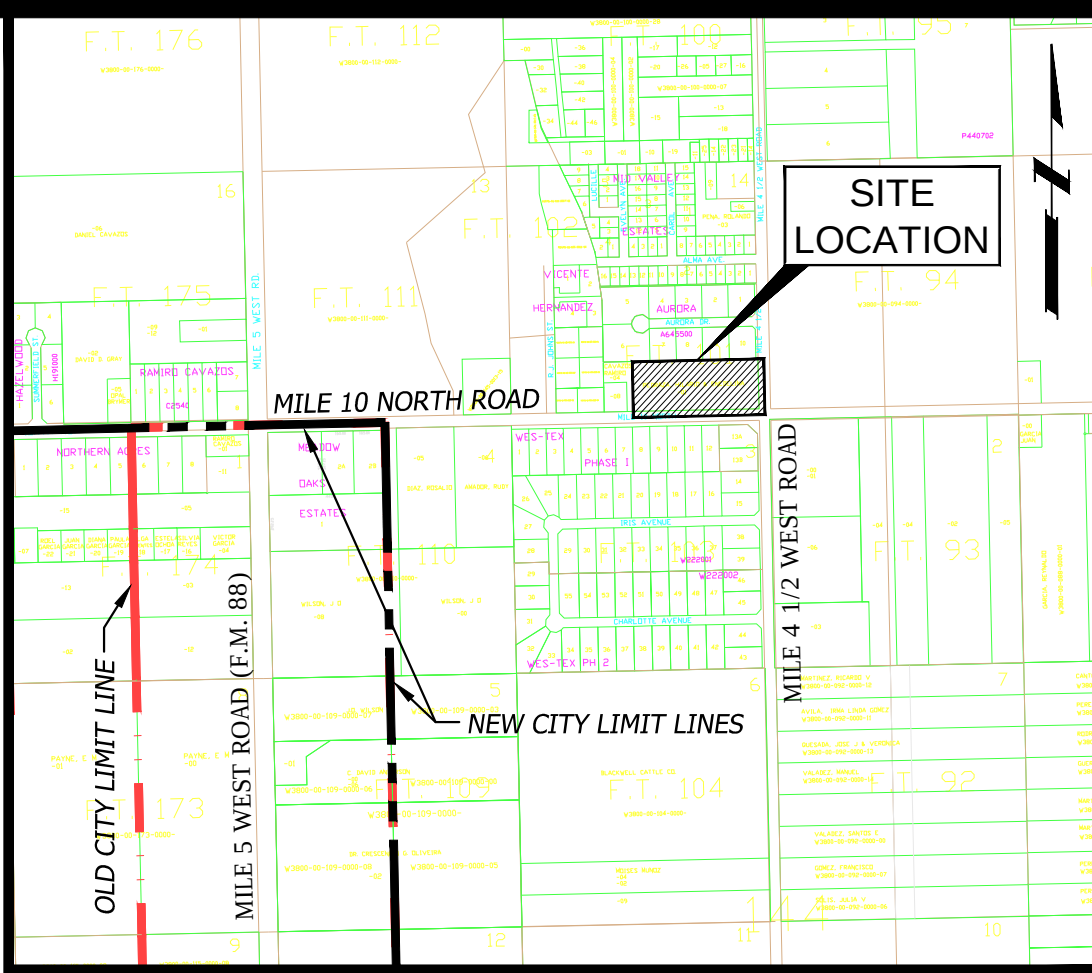
APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF WESLACO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON AUGUST 25, 2022. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES



LOCATION MAP

SCALE : 1" = 1000'

METES AND BOUNDS DESCRIPTION

BEING A 4.56 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE SOUTHEAST CORNER OF FARM TRACT 101, WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 4.56 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL SET ON THE SOUTHEAST CORNER OF SAID FARM TRACT 101 LOCATED AT THE INTERSECTION OF MILE 10 NORTH ROAD AND MILE 4 1/2 WEST ROAD FOR THE SOUTHWEST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

- THENCE, WEST, COINCIDENT WITH THE SOUTH LINE OF SAID FARM TRACT 101 IN THE CENTER OF SAID MILE 10 NORTH ROAD, A DISTANCE OF 684.80 FEET TO A NAIL SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, NORTH, A DISTANCE OF 30.0 FEET PASS A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 10 NORTH ROAD, AT A DISTANCE OF 290.40 FEET IN ALL TO A 1/2 INCH DIAMETER IRON PIPE FOUND ON INTERSECTION WITH THE SOUTH LINE OF AURORA ESTATES, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 38, PAGE 155, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, EAST, COINCIDENT WITH THE SOUTH LINE OF SAID AURORA ESTATES, A DISTANCE OF 654.80 FEET PASS A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID MILE 4 1/2 WEST ROAD, A DISTANCE OF 684.80 FEET IN ALL TO A NAIL SET ON THE SOUTHEAST CORNER OF SAID AURORA SUBDIVISION AND BEING FURTHER LOCATED ON INTERSECTION WITH THE EAST LINE OF SAID FARM TRACT 101 IN THE CENTER OF SAID MILE 4 1/2 WEST ROAD FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, SOUTH, COINCIDENT WITH THE EAST LINE OF SAID FARM TRACT 101, A DISTANCE OF 290.40 FEET TO THE **POINT OF BEGINNING**, CONTAINING 4.56 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH 0.47 ACRES, MORE OR LESS, ARE LOCATED WITHIN SAID MILE 10 NORTH ROAD, AND 0.18 ACRES, MORE OR LESS, ARE LOCATED WITHIN SAID MILE 4 1/2 WEST ROAD, LEAVING 3.91 NET ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: DEED OF RECORD
N:M&B.2022/4.56.032922

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9, DATED THIS _____ DAY OF _____, 20 _____

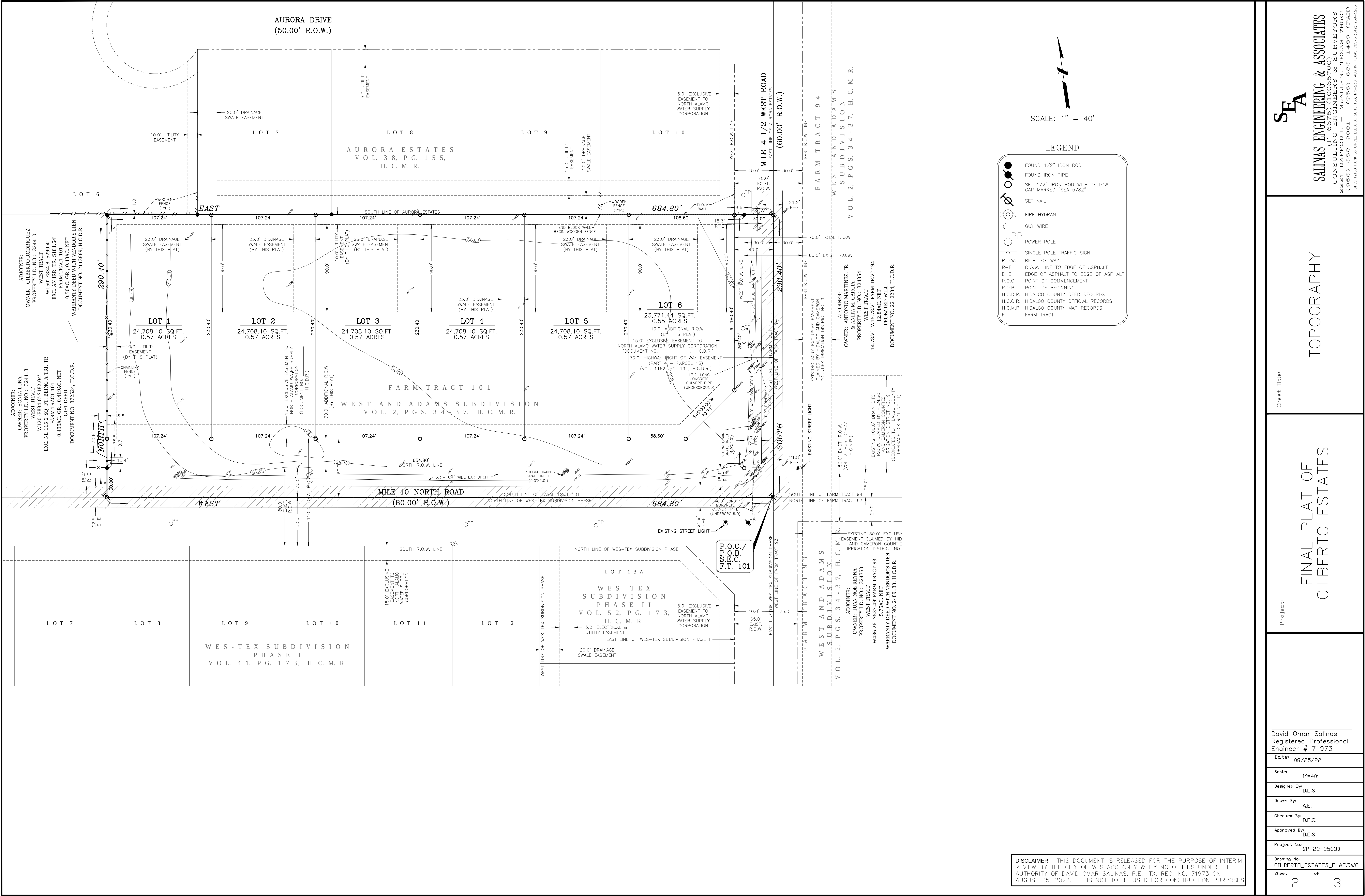
- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCID #9.
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
- HCID #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
- HCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.
- HCID #9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

FINAL PLAT OF
GILBERTO ESTATES

PREPARED BY: SALINAS ENGINEERING & ASSOC.
DATE OF PREPARATION: AUGUST 25, 2022
JOB NUMBER: SP-22-25630
OWNER: ZURIAL INVESTMENTS, LLC
JERRY GONZALEZ
718 COUNTRYSIDE DR.
WESLACO, TEXAS 78599

SEA
SALINAS ENGINEERING & ASSOC.
(P-6675) (TBPLS-10068700)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL AVE., MCALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)
TBPLS 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78753 (512) 239-5263



SEA

SALINAS ENGINEERING & ASSOCIATES
(P-6676) (10065700)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFODIL - McALLEN, TEXAS 78501
(956) 662-9061 (956) 666-1489 (FAX)
78515 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-250, AUSTIN, TEXAS 78757 (512) 238-5553

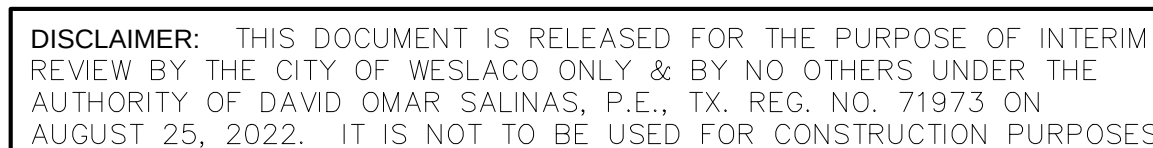
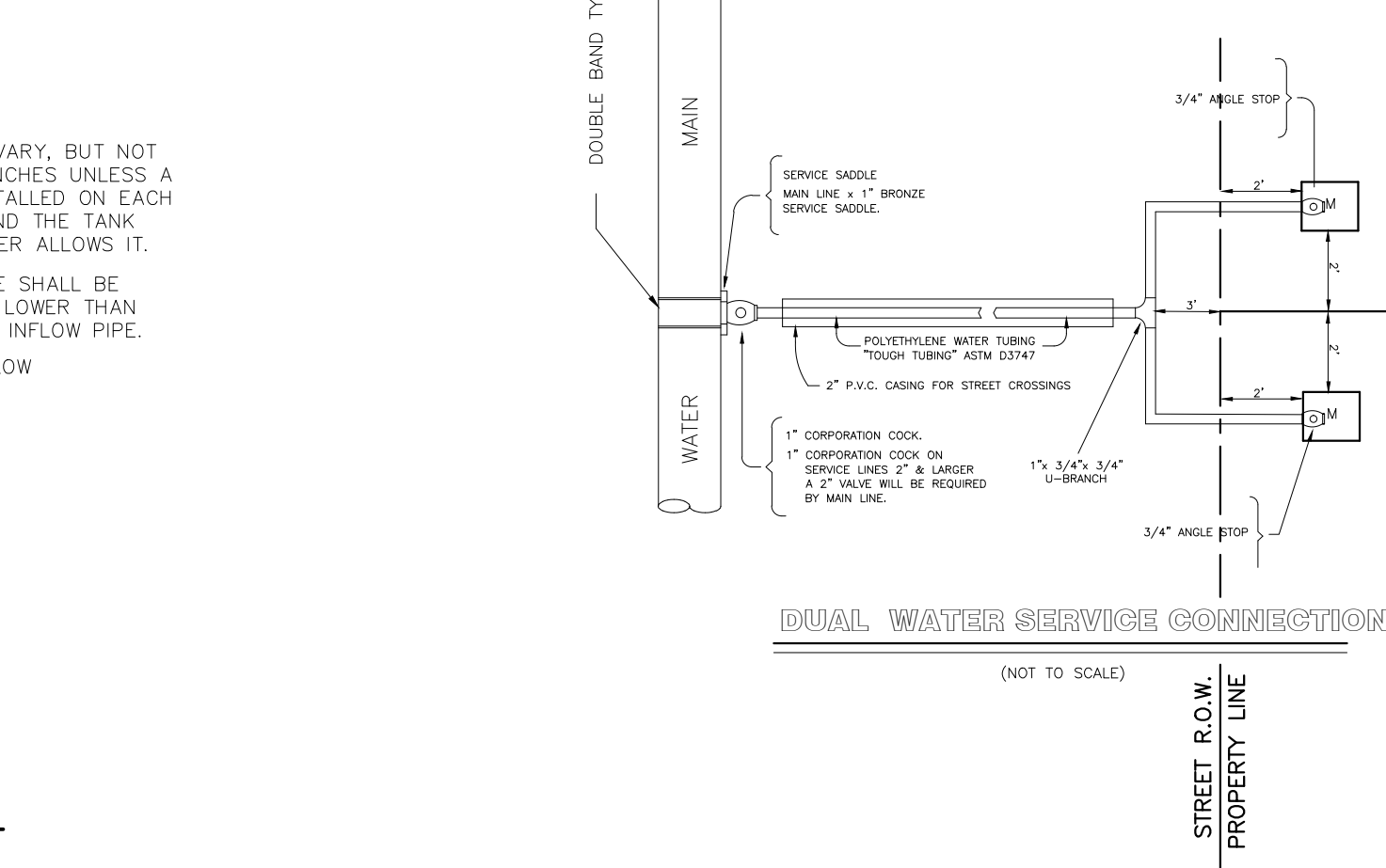
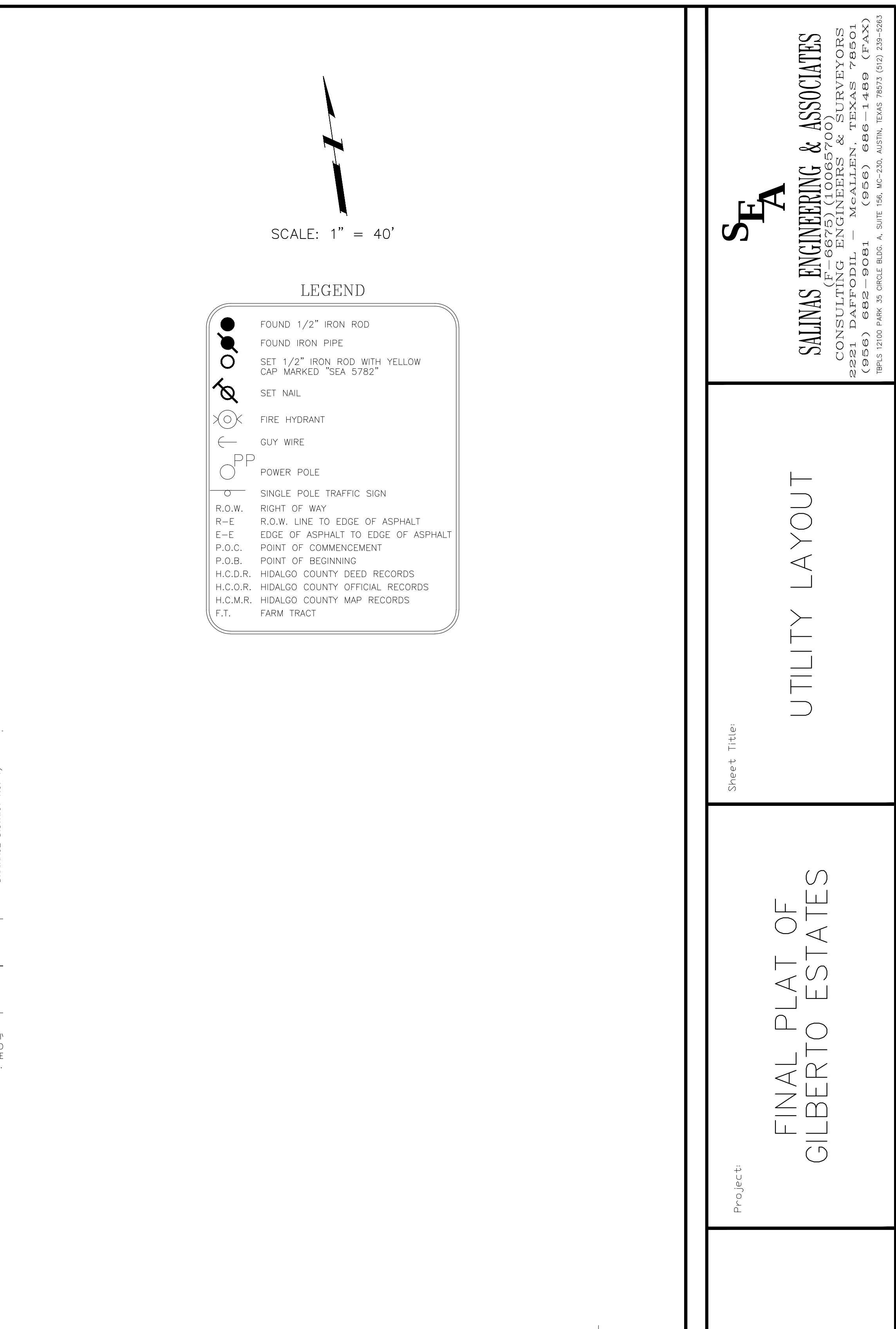
TOPOGRAPHY

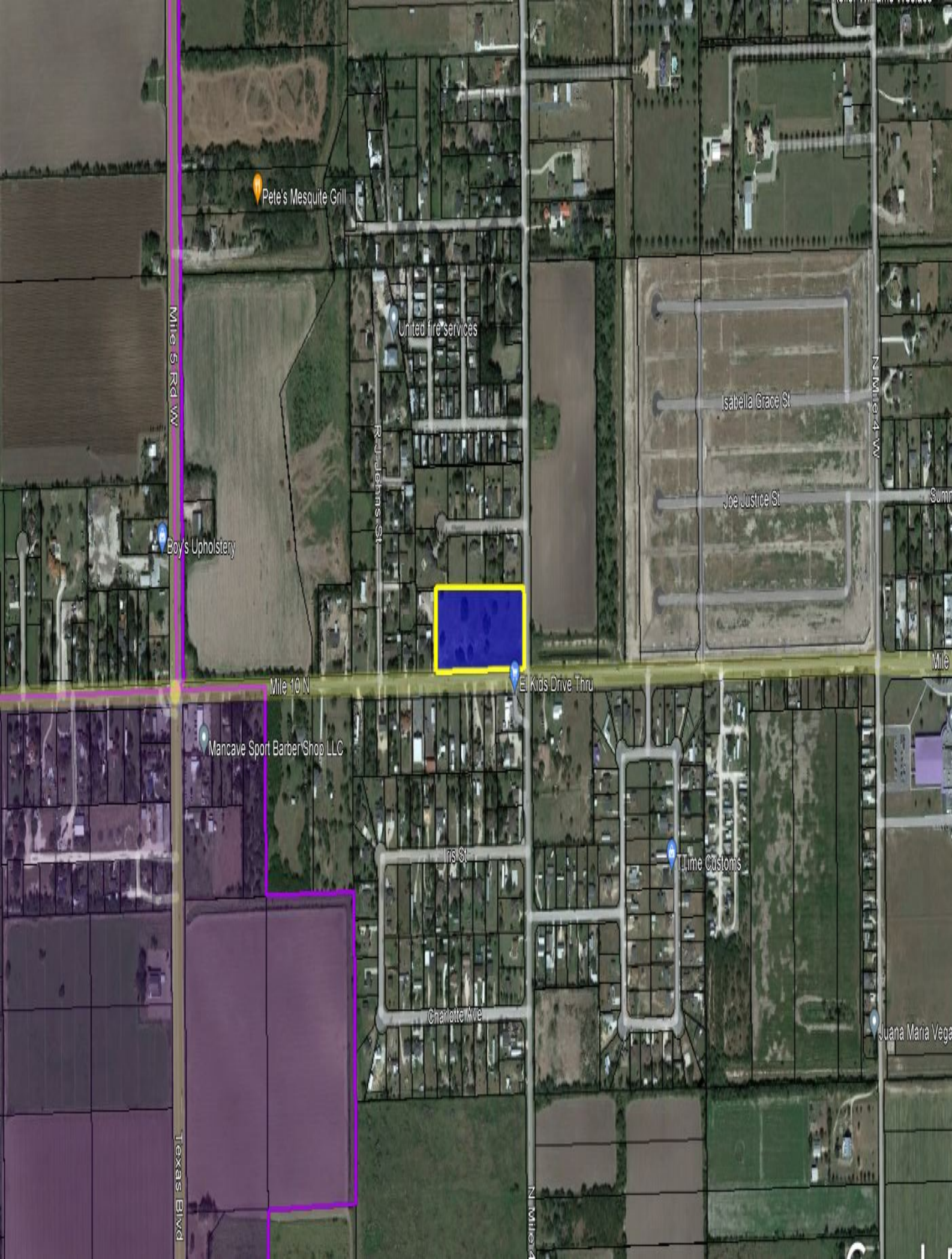
Sheet Title:

FINAL PLAT OF GILBERTO ESTATES

Project:

David Omar Salinas Registered Professional Engineer # 71973	
Date:	08/25/22
Scale:	1"=40'
Designed By:	D.D.S.
Drawn By:	A.E.
Checked By:	D.D.S.
Approved By:	D.D.S.
Project No:	SP-22-25630
Drawing No:	GILBERTO_ESTATES_PLAT.DWG
Sheet	of
2	3





Pete's Mesquite Grill

United fire services

Mile 5 Rd W

Boys Upholstery

R. Johnson St

Isabella Grace St

Joe Justice St

N Mile 4 W

Mile 10 N

El Kids Drive Thru

Mancave Sport Barber Shop LLC

Iris St

Charlotte Ave

Time Customs

Juana Maria Vega

Texas Blvd

N Mile 4



Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5916	
From: David Arce			
Subject: Discussion and consideration to purchase Front End Commercial bins under sourcewell contract #040621-WQI from vendor Wastequip Manufacturing Company LLC. for an amount not to exceed \$60,639 authorizing a mid-year budget amendment, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: As the city grows, we are adding on services for solid waste collection. We need to order for the new businesses that have already broken ground. We don't want to keep too many bins in stock, but need to be able to service our customers.			
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 Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Public Works Department.			
Staff Recommendation: Approval of the purchase of the bins and approval of the mid-year budget amendment for this purchase.			
Attachments, if any: Memo 2022 Wastequip Order, WASTEQUIP QUOTE 10.25.2022			
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

Martin Garza, Interim City Manager

Date: November 1, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: PURCHASE COMMERCIAL BINS

Cc: Martin Garza, Interim City Manager
Rosie Cavazos, Interim Finance Director

Public Works is requesting an approval of the purchase of 50 new commercial bins for solid waste collection. We also added miscellaneous items that we need to repair the ones we have in stock. The 8-yard bins are the ones we use the most and we have many more businesses coming to Weslaco soon. We don't want too many at our yard for back stock, so we will continue to request as needed in the future. Bins take 4-6 weeks to deliver once the PO is issued.

Staff recommends approval



100 East Industrial Park Blvd, Beeville, TX,
78102

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

WQ-10252366

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	3000 S. Border 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	10/25/2022
Salesperson Email	oramirez@wastequip.com	Expiration Date	11/23/2022
		Quote Number	WQ-10252366
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Quantity	Sales Price	Total Price
Container - TX - 125535	8 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color		22.00	\$1,194.00	\$26,268.00
Container - TX - 125534	6 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color		10.00	\$1,005.00	\$10,050.00
Container - TX - 125533	4 Cubic Yard Standard Duty Flat Front Load Container, Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	W/ CASTERS (PRICED SEPARATELY BELOW)	12.00	\$789.00	\$9,468.00
Container - TX - 125541	2 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Primed and Painted Any Standard Color	W/ CASTERS (PRICED SEPARATELY BELOW)	6.00	\$574.00	\$3,444.00
Containers - TX - CAS010	Castors - (4) 6" Phenolic Casters, 4 swivel with Quick Release Caster Pads, Installed	FOR THE 2YDS & 4YDS	18.00	\$95.00	\$1,710.00
Containers - TX - AUTO SIDE	Lid Lock - Automatic Serious Side Mount, Installed		50.00	\$85.00	\$4,250.00
		NOT INSTALLED - SHIPPED			
Containers - TX - AUTO SIDE	Lid Lock - Automatic Serious Side Mount, Installed		5.00	\$75.00	\$375.00



100 East Industrial Park Blvd, Beeville, TX,
78102

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

WQ-10252366

Sourcewell 

Awarded Contract

Contract # 040621-WQI

		LOOSE W/ BAR, AND HARDWARE			
Special Front Load - TX (See Details for Product Information)	Special Front Load - TX (See Details for Product Information)	37 x 41 POLY BLACK LID	6.00	\$26.50	\$159.00
Special Front Load - TX (See Details for Product Information)	Special Front Load - TX (See Details for Product Information)	37 X 58 POLY BLACK LID	10.00	\$31.50	\$315.00
Special Front Load - TX (See Details for Product Information)	Special Front Load - TX (See Details for Product Information)	FEL LID ROD	20.00	\$14.00	\$280.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$56,319.00
Shipping Terms	FOB Origin	Shipping	\$4,320.00
		Tax	\$0.00
		Grand Total	\$60,639.00

Special Instructions

Special Instructions PAINTED MAYFAB BROWN
4 LOADS

Ship to address:
3000 S. Border Ave
Weslaco, TX 78596

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



100 East Industrial Park Blvd, Beeville, TX,
78102

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

WQ-10252366

Sourcewell 

Awarded Contract

Contract # 040621-WQI

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: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5917	
From: David Arce			
Subject: Discussion and consideration to purchase a 3-point boom mower attachment from Buyboard contract #611-20, vendor Valadez Equipment & Trailer LLC, for an amount not to exceed \$38,845, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: Attachments will be added to our current John Deere unit 6415 model.			
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 Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Public Works Department.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2022 Three Point Boom Mower, 10-26-2022 City of Weslaco Bush Hog Model 1660-1 Boom Mower Bid, Bush Hog Boom Mower Pic			
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

Martin Garza, Interim City Manager

Date: November 1, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: 3-POINT BOOM MOWER ATTACHMENT

Cc: Martin Garza, Interim City Manager
Rosie Cavazos, Interim Finance Director

Public Works is requesting approval of the purchase of a new 3-point boom mower attachment to be used on our current John Deere 6415. This unit is to continue to assist drainage and right-of-way division to cut the grass along ditches and street curbs. This item is not approved in the budget but will be purchased with savings from previous purchases and operational budget from drainage division.

Staff attempted to receive 3 or more quotes. Tellus item is not Buy Board, Wylie Sprayers didn't want to send a quote because the lead time was over a year. Valadez called 2 manufacturers and made arrangements with bush hog to get one shipped to Weslaco in a couple of months. Valadez also does the training onsite for the staff.

Delivery time frame is 60-75 days.

Staff recommends approval

Valadez Equipment & Trailer LLC

2609 East Mile 4 Road
Mission, Texas 78573
956-416-8950

Buy Board Contract No. 611-20 - Bush Hog

October 26, 2022

Invoice No. 10262022

Attn City of Weslaco

David Arce

Weslaco, Texas

Wholegoods Bid

Qty	Make	Model	Serial Number	Description	Price
1	Bush Hog	1660-1		Boom Mower	\$ 54,141.00
				Rear Mounted Boom Mower- 540 Independent Hydraulic System	
				47.5 Gallon Hydrualic Capacity, Cat. 2 Mounting on Rear of Tractor	
				Cable Controlled Quick Detach, 16.5 Horizontal Reach 7' 3" Depth Max.	
				60" Rotary Head - Minimum Hp 60, 4" cutting Capacity Diameter,	
				Grass and Brush application, Side wheel kit is included for operator easy and safety.	
				Delivery in 60 to 75 days	
				12 Month Machine Warranty	
				Municiple Discount Applied:	\$ 15,296.40
				Subtotal:	\$ 38,844.60
				Sales Tax (0.00)	\$ -
				20% Down Payment:	
				Balan ce Amount Due:	\$ 38,844.60

Bush Hog Warranty - 1 year on Machine

Valadez Equipment will mount unit on city of Weslaco 's Tractor at Valadez Equipmnet Equip. yard.

Submitted by:

Valadez Equipment & Trailer LLC

Received by:

City of Weslaco

Mr. David Arce

David J. Valadez

10/26/2022

10/26/2022

David J. Valadez

Mr. David Arce

We Appreciate Your Business!

Thank you!





Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5907
From:		
Subject: Discussion and consideration to approve a Letter of Support to the Rio Grande Valley Metropolitan Planning Organization in support of the proposed passenger rail service S4 Higher-Speed Railroute between San Antonio and Brownsville, and authorize the Mayor to execute any related documents. Possible action. (Staffed by RGVMPPO and Grant Writer.)		
Background: The intent of this letter is to communicate my full support for TxDOT's letter of interest filed in response to Docket Number FRA-2022-0031 to consider federal funding for new and enhanced conventional intercity service options included in the Texas-Oklahoma Passenger Rail Study and which would connect the Rio Grande Valley, Texas with the rest of the State of Texas via the Amtrak Station in San Antonio.		
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):		
Maggie Perez Martin Garza		Created
City Manager Comments: Approve as recommended by staff.		
Staff Recommendation:		
Attachments, if any: Letter of Support for Railroad Corridor, TX Railroad Corridor		
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 "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

November 1, 2022

The Honorable Amit Bose
Administrator
Federal Railroad Administration
U.S. Department of Transportation
1200 New Jersey Avenue SE
Washington, DC 20590

Dear Administrator Bose:

The intent of this letter is to communicate my full support for TxDOT's letter of interest filed in response to Docket Number FRA-2022-0031 to consider federal funding for new and enhanced conventional intercity service options included in the Texas-Oklahoma Passenger Rail Study and which would connect the Rio Grande Valley, Texas with the rest of the State of Texas via the Amtrak Station in San Antonio.

In the 2020 U.S. Census, the population of the Rio Grande Valley is 1,368,723. According to the 2021 Consolidated Appropriations Act, approximately 53% of the population lives in historically disadvantaged communities where at least 20% have been living in poverty in the last three decennial census. Public transportation infrastructure in the Rio Grande Valley is sparse and disconnected from the U.S. Interstate system offering limited transportation choices and economic opportunity to all of its residents.

The proposed passenger rail service ("S4 Higher-Speed Rail route or HrSR") between San Antonio and Brownsville will increase transportation choices that are more affordable, efficient, and safe. As stated in the 2017 Texas-Oklahoma Passenger Rail Study, the S4 HrSR route will provide an equitable and accessible intercity travel alternative to automobile, bus, and air service (p.56). By filling this critical gap in connectivity between the Rio Grande Valley and the Texas Triangle, the entire Gulf Coast Megaregion would be connected via intercity passenger rail.

In determining the potential market demand for high-speed rail, the Regional Plan Association in their America 2050 campaign stated that the "distance between city pairs confined to distances between 100-500 miles, with 250 miles" would hold the highest value when evaluating the competitive advantage of high-speed rail over other modes of travel. The

distance between the Rio Grande Valley and San Antonio is 228 miles which is in range of that higher value. This is comparable to Amtrak's most profitable service route connecting New York City to Washington D.C., which is 226 miles in length.

As planning partners of the Rio Grande Valley MPO, we are cognizant of the implications that this funding opportunity will have on the Rio Grande Valley. The beneficial impacts of this once in a generation investment from the Federal Railroad Administration are higher density mixed-used development around train stations, an increase of business productivity through travel-efficiency gains, the expansions of visitor markets which generates additional consumer revenues, and the growth of industry-based clusters and regional labor markets.

Texas cities such as Austin, Houston, San Antonio, and San Marcos along with the North Central Texas Council of Governments have expressed their enthusiastic support for more passenger rail service throughout the entirety of the state of Texas. In closing, I would like to express my full support for the enhanced cooperation between TxDOT and Amtrak to bring intercity passenger rail service to the Rio Grande Valley.

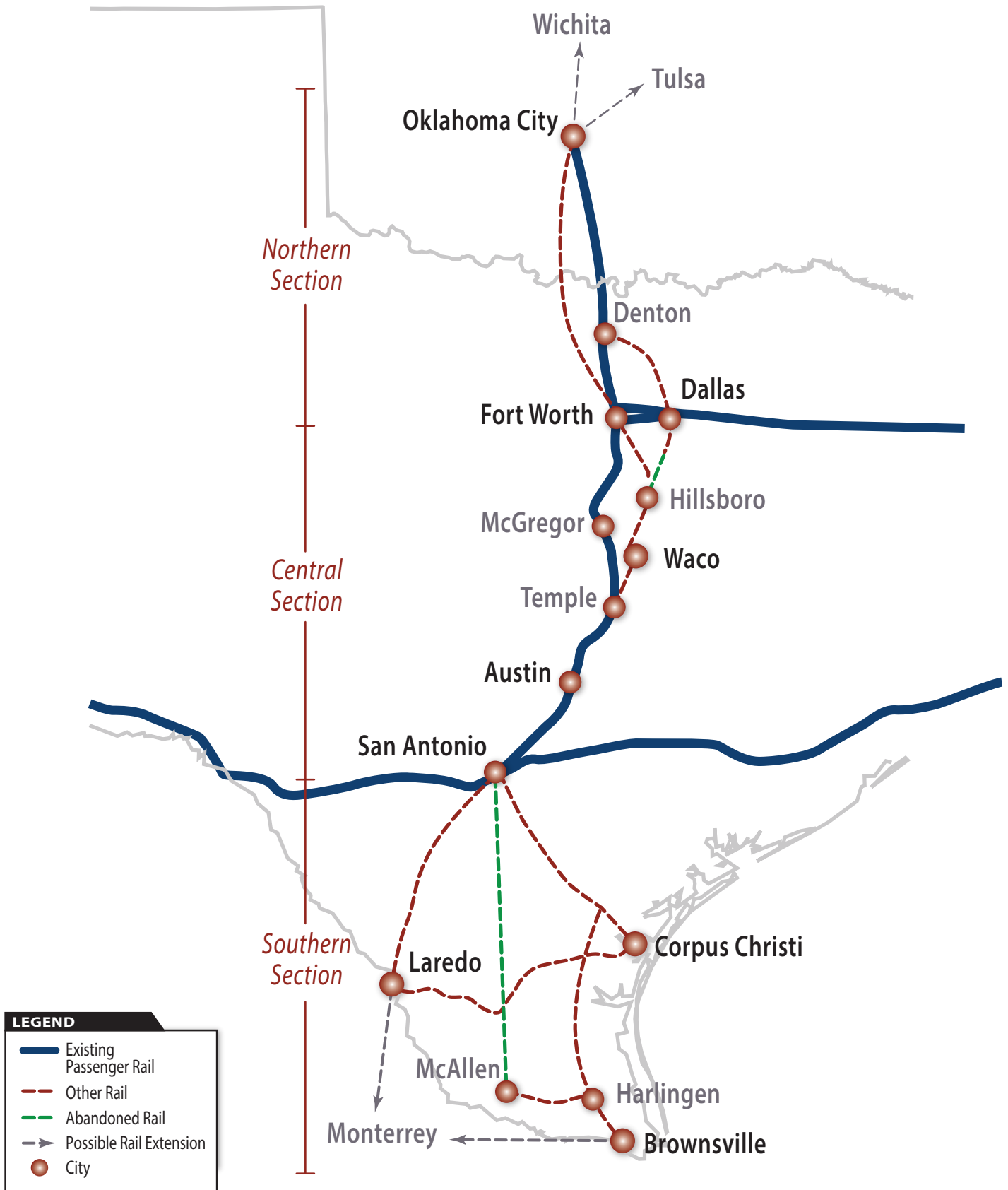
Sincerely,

Mayor David Suarez



"The City on the Grow"

Texas Oklahoma Passenger Rail Study





Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5924	
From: ANTONIO LOPEZ			
Subject: Discussion and consideration to approve the purchase of rescue tools from Siddons-Martin Emergency Group in the amount not to exceed \$40,330; funds approved through the FY 22-23 budget, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background: The rescue tools requested are needed to efficiently serve our citizens.			
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 Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the Fire Department.			
Staff Recommendation: Approval.			
Attachments, if any: Siddons-Martin Quote			
Responsibilities upon Approval:			



Siddons-Martin Emergency Group
3500 Shelby Lane
Denton TX USA 76207
Phone #:(940) 315-4948
Fax #: (940) 382-9605

Estimate Number: 14003037



Ticket Date: 10/7/2022
Cash Out Date:
Parts Employee: (A0DE) John Morris

PARTS - ESTIMATE

Remit To: PO Box 679827 Dallas, TX 75267-9827

Sales - Loose Equipment

1185525

Ship To:

PO #: WESLECO

Part #	Description	Drop Shipped	Qty	Retail Price	Savings	Selling Price	Extended Discount	Extended Price
HOL-159.000.064	SPREADER- PSP40	☐	1.00	\$11,766.88	\$0.00	\$11,766.88	\$0.00	\$11,766.88
HOL-159.000.063	CUTTER- PCU50	☐	1.00	\$11,386.54	\$0.00	\$11,386.54	\$0.00	\$11,386.54
HOL-159.000.207	TELESCOPIC RAM- PTR50	☐	1.00	\$9,450.82	\$0.00	\$9,450.82	\$0.00	\$9,450.82
HOL-151.000.583	HOLMATRO PBPA 287 BATTERY	☐	4.00	\$681.72	\$0.00	\$681.72	\$0.00	\$2,726.88
HOL-151.000.742	PBCH2 BATTERY CHARGER	☐	1.00	\$540.89	\$0.00	\$540.89	\$0.00	\$540.89
HOL-151.001.902	EXTENSION PIPE- TRE05	☐	1.00	\$924.81	\$0.00	\$924.81	\$0.00	\$924.81
HOL-151.000.499	ON-TOOL CHARGING CORD- POTC1	☐	3.00	\$95.98	\$0.00	\$95.98	\$0.00	\$287.94
HOL-151.000.503	DAISY CHAIN POWER CORD- DCPC1	☐	3.00	\$11.66	\$0.00	\$11.66	\$0.00	\$34.98
HOL-150.062.158	V-STRUT	☐	2.00	\$1,127.53	\$0.00	\$1,127.53	\$0.00	\$2,255.06
HOL-159.000.218	SURCHARGE PENTHEON TOOL	☐	3.00	\$285.00	\$0.00	\$285.00	\$0.00	\$855.00
HOL-159.000.219	BATTERY SURCHARGE	☐	4.00	\$25.00	\$0.00	\$25.00	\$0.00	\$100.00

Pay Type CC # Amount

Signature: _____

Cashed Out By: _____

Cash Out Date: _____

Cash Drawer: _____

Parts Total:	\$40,329.80
Core Total:	\$0.00
Freight Total:	\$0.00
Sublet Total:	\$0.00
Labor Total:	\$0.00
Other Charges:	\$0.00
Shop Supplies:	\$0.00
Sub Total:	\$40,329.80

Discount Total:	\$0.00
Ext Price:	\$40,329.80
Sales Tax:	\$0.00
Total:	\$40,329.80
Deposits:	\$0.00
Amount Due:	\$40,329.80
Amt Tendered:	\$0.00
Chg Returned:	\$0.00

DISCLAIMER OF WARRANTIES - Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. NO RETURNS ON ELECTRICAL ITEMS. NO RETURNS WITHOUT SALES RECEIPT. RESTOCKING CHARGE OF 20% ON NON-STOCK ITEMS!

Printed On : 10/10/2022 10:38:52 AM

Page 1 of 1



Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5936
From: Rosalinda Cavazos		
Subject: Discussion and consideration on request from Inframark for an amendment to expand the City's rebatable account to include chemicals and sludge with no CPI increase to the base for FY 2022-2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)		
Background: Inframark has been providing operational and maintenance services for the city in our water and wastewater facilities for the past years. Inframark is proposing to expand our rebatable account to include chemicals and sludge. The rebatable account for FY22 was for \$256,000.00. The new limit will be \$1,395,999.96 for FY 23. The city budgeted a 3% CPI increase, but we can use those funds to cover any overages that may arise.		
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):		
Rosalinda Cavazos Martin Garza		Created
City Manager Comments: Approved.		
Staff Recommendation:		
Attachments, if any: INFRAMARK AMEND#5		
Responsibilities upon Approval:		

**FIFTH AMENDMENT TO THE WATER AND WASTEWATER SYSTEM
OPERATION AND MAINTENANCE AGREEMENT BETWEEN
INFRAMARK, LLC AND
THE CITY OF WESLACO, TEXAS DATED SEPTEMBER 4, 2015**

THIS FIFTH AMENDMENT is entered into and executed on the date hereinafter set forth by and between the City of Weslaco, Texas (hereinafter referred to as the "Municipality") and Inframark, LLC for the purpose of revise the obligations of the Parties as hereinafter set forth:

WITNESSETH THAT:

WHEREAS, on September 4, 2015, the Municipality and Severn Trent Environmental Services, Inc. (hereinafter referred to as "STES") entered into an Agreement for the operation and maintenance of the Municipality's water and wastewater system (hereinafter referred to as the "Original Agreement"); and

WHEREAS, on May 17, 2016, the Municipality and STES entered into a First Amendment to the Original Agreement (hereinafter referred to as the "First Amendment")(the Original Agreement as amended by the First Amendment is hereafter collectively referred to as the "Agreement"), which revised the services and extended the Agreement's term from five (5) years to year (7) years; and

WHEREAS, on November 1, 2016, the Municipality and STES entered into a letter agreement to adjust the Annual Base Fee to \$2,580,357.00.

WHEREAS, in June of 2017, STES changed its structure to Severn Trent Environmental Services, LLC and then changed its name to Inframark, LLC (hereinafter referred to as the "Operator"), which assumed all rights and obligations of STES and Severn Trent Environmental Services, LLC on December 1, 2017.

WHEREAS, on November 28, 2017, the Municipality and Operator entered into a Second Amendment to the Original Agreement (hereinafter referred to as the "Second Amendment"), which adjusted the Annual Base Fee to \$2,641,498.77, revised the Baseline Conditions, and extended the Agreement's term from seven (7) years to nine (9) years; and

WHEREAS, on November 20, 2018, the Municipality and Operator entered into a Third Amendment to the Original Agreement (hereinafter referred to as the "Third Amendment"), which adjusted the Annual Base Fee to \$2,733,090.36; and

WHEREAS, on October 1, 2019, the Municipality and Operator entered into a Fourth Amendment to the Original Agreement (hereinafter referred to as the "Fourth Amendment")(the Original Agreement as amended is hereafter referred to as the "Agreement"), which adjusted the Operator's Annual Base Fee and revised the Baseline Conditions; and

WHEREAS the Parties desire to execute this Fifth Amendment to revise the obligations of the Parties as set forth herein.

1. The following shall be added to the Agreement as Section 2.2.7: “responsible for all the cost of chemicals utilized in the performance of the Services.”
2. Section 3.4 of the Agreement shall be replaced in its entirety with the following:

The Operator will track Operation, Maintenance, and Repair Expenditures incurred against the Annual Operation, Maintenance, and Repair Limit. If, at any point during an Agreement Year, the actual cost of Operation, Maintenance, and Repair Expenditures utilized in the performance of the Services incurred to that point exceed the Annual Operation, Maintenance, and Repair Limit, the Operator will invoice the Municipality for the excess cost and will continue to invoice any costs of Operation, Maintenance, and Repair Expenditures utilized in the performance of the Services on a monthly basis thereafter. Municipality shall reimburse or compensate the Operator for the costs that exceed the Annual Operation, Maintenance, and Repair Limit plus an administrative fee of 15% of the cost thereof or pay the cost of such Operation, Maintenance, and Repair Expenditures directly. Municipality shall reimburse or compensate the Operator for the costs that exceed the Annual Operation, Maintenance, and Repair Limit within 30 days of issuance of an invoice by Operator. Any portion of the Annual Operation, Maintenance, and Repair Limit that has not been spent at the end of each Agreement Year will be credited to Municipality against the Base Fee in the subsequent Agreement Year.

3. Section 3.5, as added to the Agreement in the First Amendment, shall be deleted from the Agreement its entirety.
4. Sections 4.1(b)(v) and 4.1(b)(vi), as added to the Agreement in the First Amendment, are deleted from the Agreement in their entirety.
5. The definition of “Annual Maintenance Expenditures” in Schedule 2 of the Agreement shall be replaced in its entirety with the following definition of “Operation, Maintenance, and Repair Expenditures”:

"Operation, Maintenance, and Repair Expenditures " is defined as the total of all expenses incurred annually by the Operator in connection with the discharge of the Services set forth herein; provided however that the Operation, Maintenance, and Repair Expenditures shall exclude Operator's direct labor expenses, including overtime costs, and related benefits for those individuals exclusively assigned by the Operator to the operations and maintenance of the Facilities and whose cost is included in the Base Fee hereunder. The Operation, Maintenance, and Repair Expenditures shall specifically include, but shall not be limited to, all materials, all costs for disposal of Process Residue under Section 2.2.6 of the Agreement, all costs for chemicals under Section 2.2.7 of the Agreement, supplies, parts, laboratory instrumentation, tapping machines, compressors, generators, tools, outside subcontractors, specialized services, rental equipment and all of the Operator's costs. The cost of Operator's personnel not exclusively

assigned to the operation and maintenance of the Facilities, including overtime costs, shall be at an agreed hourly billing rate for Operator to perform the Services in accordance with the provisions of this Agreement, Applicable Law, and all permits, licenses, and specifications applicable to the operation and maintenance of the Facilities. As stated hereunder, any individual expenditure for the Services, other than a Capital Improvement, whose unit cost (as to any single event or function) exceeds Five Thousand dollars (\$5,000.00) shall be subject to the Municipality's prior approval. The cost of such approved expenditures shall be included in the Operation, Maintenance, and Repair Expenditures."

6. The definition of "Annual Repair and Maintenance Limit" in Schedule 2 of the Agreement shall be replaced in its entirety with the following definition of "Annual Operation, Maintenance, and Repair Limit":

"Annual Operation, Maintenance, and Repair Limit" is defined as the total of all Operation, Maintenance, and Repair Expenditures in an Agreement Year in an amount up to a maximum of One Million, Three Hundred Ninety-Five Thousand, Nine Hundred Ninety-Nine dollars and Ninety-Six cents (\$1,395,999.96) for the Agreement Year for the Agreement Year commencing on October 1, 2022, and ending on September 30, 2023.
7. The following definition of "Base Fee" shall be added to the Schedule 2 of the Agreement: "'Base Fee" is Operator's compensation for the Services as set forth in this Agreement, and the Annual Operation, Maintenance, and Repair Limit."
8. All references to "Annual Maintenance Expenditures" in the Agreement shall be replaced with "Operation, Maintenance, and Repair Expenditures".
9. The definition of "Baseline Contract Hauling Fee" in Schedule 2 of the Agreement shall be deleted in its entirety.
10. The definition of "Baseline Chemical Fee" in Schedule 2 of the Agreement shall be deleted in its entirety.
11. All references to "Annual Repair and Maintenance Limit" in the Agreement shall be replaced with "Annual Operation, Maintenance, and Repair Limit".
12. Section 1 of Schedule is revised to remove the sections on Baseline Contract Hauling Fee and Baseline Chemical Fee.
13. The Annual Base Fee as set forth in Section 2 of Schedule 5 of the Agreement shall be Two Million, Nine Hundred Forty-Two Thousand, Fifty Dollars, and Eight Cents (\$2,942,050.08) for the Agreement Year commencing on October 1, 2022, and ending on September 30, 2023. The Annual Base Fee shall hereafter be increased on the Adjustment Date as set forth in the Agreement.

14. All other terms and provisions of the Agreement remain in full force and effect to the extent that they do not conflict with this Fifth Amendment. In the event of any conflict between the provisions of this Fifth Amendment and the provisions of the Agreement, the provisions in this Fifth Amendment will control.
15. The Fifth Amendment is binding upon the parties hereto and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF the parties have made and duly executed this Fifth Amendment this the _____ day of _____, 2022 and effective as of October 1, 2022.

Municipality:
The City of Weslaco, Texas

Operator:
Inframark, LLC

Name: _____
Title: _____

Name: _____
Title: _____



Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5932
From: ARNOLDO BECHO		
Subject: Discussion and consideration to authorize the Weslaco Public Library to advertise and solicit prospective vendors to submit Request for Proposals (RFPs) for network equipment and internal connections within the New Library Facility through the confines of the Schools and Libraries Program of the Universal Service Administrative Fund (E-rate). Possible action. (Staffed by the Library Department.)		
Background: Currently, the library has begun the design process for the new facility slated to open in 2024. As part of this capital project, the library would like to apply for funding from the Schools and Libraries (E-rate) Program to help pay for some of the computing infrastructure which will be necessary for building operations. Within this agenda item we are requesting permission to solicit proposals for network equipment and equipment related services for this new library facility. Although construction dates are far in the future, the RFP process is necessary to begin at this time in order to receive equipment in a timely fashion. Network equipment and equipment related services refers to the computing infrastructure which allows end users to access the internet and use personal devices. This includes servers, switches, cabling, and other applicable background computing tools. The service has traditionally been partially paid for through the ERate grant program within our previous facility. As part of the E-rate grant process, the Library is required to ask for RFPs for equipment and follow through with a competitive bidding process. After adhering to program timelines and receiving proposals, the Library and IT department will select the best proposal and present their recommendation to the Commission at a later date. The ERate program provides discounts on computing infrastructure, computer maintenance, and other services. ERate allows the library to maintain its computer infrastructure and access the internet at a discounted price. The amount of the discount depends on the level of poverty and location of the receiving service. Recently, the library has qualified for an 80% to 90% discount. The library has been a successful partner with E-rate for over 10 years and the program has provided more than a million dollars' worth of discounts for internet services and equipment.		
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:

The library will post the RFP to the City's site for 28 days. Mechanisms within the E-rate program will notify vendors.

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

None at this time.

MariCarmen Garcia
ARNOLDO BECHO
J. Martin Vela
Rosalinda Cavazos
Martin Garza

Created/Initiated
Approved
New

City Manager Comments:

Approve as recommended by the Library Director.

Staff Recommendation:

Staff recommends approval.

Attachments, if any:

Erate Overview, Erate application-process-flow-chart, memo - Request to approve Library Network Equipment RFP 2022, C2 Equipment Bid Response - Attachment A, RFP Equipment ERate 2022

Responsibilities upon Approval:

The library will post the RFP to the City's site for 28 days. Mechanisms within the E-rate program will notify vendors. The Library and the IT department will then work together to evaluate the RFPs and will recommend the best proposal to the Commission at a later date.

What is E-rate

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

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

The E-rate process

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

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

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

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

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

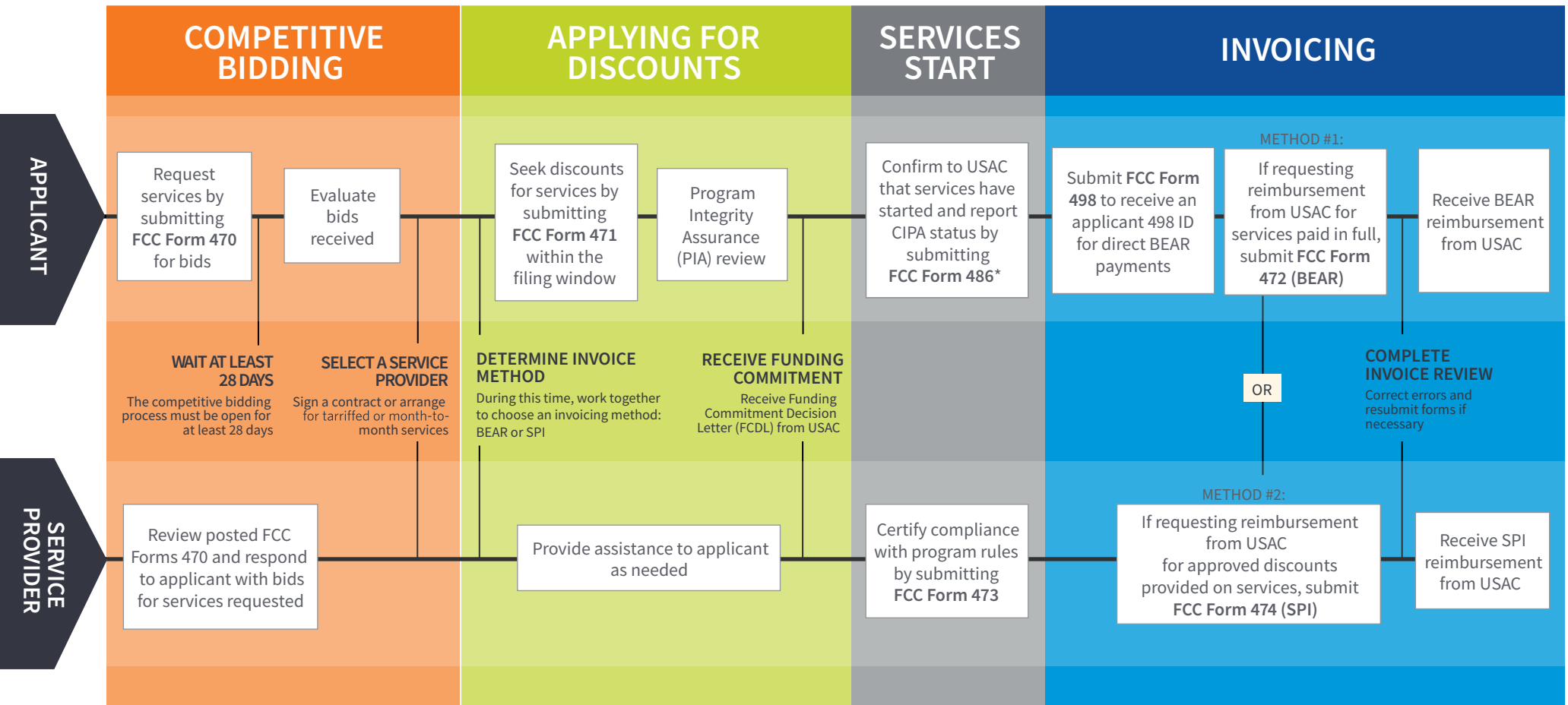
Realizing Discounts - the applicant has two means of realizing the benefit of the E-rate program. The first, is to receive discounted billing from the approved service provider (the service provider then bills the SLD for the committed portion of the delivered services. The second is to pay the service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

Schools and Libraries (E-rate) Program APPLICATION PROCESS

BEFORE YOU BEGIN:

APPLICANTS: Applicants must first have an entity number and an E-rate Productivity Center (EPC) account.

SERVICE PROVIDERS: Service providers must first obtain a Service Provider Identification Number (SPIN /service provider 498 ID) by submitting FCC Form 498.



FOR MORE INFORMATION:

- Website: The application process is broken down in detail for both applicants and service providers on the Schools and Libraries Program website (www.usac.org/sl).
- Glossary of Terms: Definitions for program terms and acronyms.
- *Consortium members report their CIPA status by submitting the FCC Form 479 to their consortium leader. The consortium leader then files the FCC Form 486.
- To adjust funding commitments and/or modify the dates for receipt of services after the FCDL is issued, file the FCC Form 500.

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

Martin Garza, Interim City Manager

October 21, 2022

To: David Suarez, Mayor; Josh Pedraza, Mayor Pro-Tem; Greg Kerr, Commissioner; Jose "JP" Rodriguez, Commissioner; Adrian Farias, Commissioner; Letty Lopez, Commissioner; Leo Muñoz, Commissioner; Martin Garza, Interim City Manager
CC: Martin Vela; Rosie Cavazos; Maggie Perez; Mary Garcia; Kayla Pena
Fr: Arnoldo Becho, Library Director
Re: Request for approval to solicit RFPs for Library Network Equipment for New Library Facility

Currently, the library has begun the design process for the new facility slated to open in 2024. As part of this capital project, the library would like to apply for funding from the Schools and Libraries (E-rate) Program to help pay for some of the computing infrastructure which will be necessary for building operations. Within this agenda item we are requesting permission to solicit proposals for network equipment and equipment related services for this new library facility. Although construction dates are far in the future, the RFP process is necessary to begin at this time in order to receive equipment in a timely fashion.

Network equipment and equipment related services refers to the computing infrastructure which allows end users to access the internet and use personal devices. This includes servers, switches, cabling, and other applicable background computing tools. The service has traditionally been partially paid for through the ERate grant program within our previous facility. As part of the E-rate grant process, the Library is required to ask for RFPs for equipment and follow through with a competitive bidding process. After adhering to program timelines and receiving proposals, the Library and IT department will select the best proposal and present their recommendation to the Commission at a later date.

The ERate program provides discounts on computing infrastructure, computer maintenance, and other services. ERate allows the library to maintain its computer infrastructure and access the internet at a discounted price. The amount of the discount depends on the level of poverty and location of the receiving service. Recently, the library has qualified for an 80% to 90% discount. The library has been a successful partner with E-rate for over 10 years and the program has provided more than a million dollars' worth of discounts for internet services and equipment.

Any funding granted and matching responsibility required will be brought to commission at a later time. There will be an opportunity to review and accept or deny those amounts at that time. From past experience, a rough estimate of \$300,000 in granted funds and \$150,000 of matching funds is

logical, but it is very likely that both of those numbers will change significantly. Funding for this equipment will originate from the capital funds held in reserve for the new library construction.

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

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

Applicant Name:	Weslaco Public Library
BEN:	17033003
Form 470#:	
Service Provider:	
SPIN:	
Contact Name:	
Contact E-mail:	
Contact Phone:	
Date Submitted:	

*Please complete the yellow cells with your proposed solution. The gray columns are autopopulated and should not be edited.

**If you do not plan to offer a specific line item, please place "N/A" in the Proposed Solution "Make" Column.

***Specific models have been listed below to provide a better understanding of the specs the applicant is interested in. As per E-rate rules, ALL proposals that include solutions functionally equivalent to the models listed below will be reviewed and considered. If you provide an equivalent solution, you must also provide documentation that demonstrates the solution listed on your response is functionally equivalent to what is requested.

Type of Equipment	Requested Solution (or equivalent)			*Proposed Solution					Proposal Cost Calculations			
	Make	Model #/SKU	Quantity	**Make	***Model #/SKU	Quantity	Unit Cost	E-Rate eligible % of the Model	Total Extended Cost	Total Extended E-rate Eligible Cost	Total Extended E-rate Ineligible Cost	
Switch	Cisco or Equivalent	CS500-24T4C-A	1						\$ -	\$ -	\$ -	
Switch	Cisco or Equivalent	CAB-9K12A-NA	2						\$ -	\$ -	\$ -	
License	Cisco or Equivalent	PI-LFAS-T	3						\$ -	\$ -	\$ -	
License	Cisco or Equivalent	PI-LFAS-AP-T-3Y	3						\$ -	\$ -	\$ -	
Switch	Cisco or Equivalent	C9300-NW-A	1						\$ -	\$ -	\$ -	
Switch	Cisco or Equivalent	CRK-PWR-650WAC-R	1						\$ -	\$ -	\$ -	
Switch	Cisco or Equivalent	CRK-PWR-650WAC-R/2	1						\$ -	\$ -	\$ -	
Switch	Cisco or Equivalent	SC3500HXU9-176	1						\$ -	\$ -	\$ -	
Switch	Cisco or Equivalent	CRK-F1-SSD-240G	1						\$ -	\$ -	\$ -	
Switch	Cisco or Equivalent	C9300-DNA-24T4C-A	1						\$ -	\$ -	\$ -	
License	Cisco or Equivalent	C9300-DNA-1-A-3Y	1						\$ -	\$ -	\$ -	
Switch	Cisco or Equivalent	CRK-T1-FANTRAY	2						\$ -	\$ -	\$ -	
License	Cisco or Equivalent	NETWORK-PNP-LIC	1						\$ -	\$ -	\$ -	
Cable	Cisco or Equivalent	SFP-H2SG-CU3M+	1						\$ -	\$ -	\$ -	
Module	Cisco or Equivalent	SFP-10/25G-LR-S+	6						\$ -	\$ -	\$ -	
Module	Cisco or Equivalent	SFP-10G-LR+	2						\$ -	\$ -	\$ -	
Switch	Cisco or Equivalent	C9300-48U-EDU	7						\$ -	\$ -	\$ -	
Switch	Cisco or Equivalent	C9300-NM-2Y	7						\$ -	\$ -	\$ -	
Cable	Cisco or Equivalent	STACK-T1-50CM	7						\$ -	\$ -	\$ -	
Switch	Cisco or Equivalent	SC3300XU9-176	7						\$ -	\$ -	\$ -	
License	Cisco or Equivalent	TE-C9K-SW	7						\$ -	\$ -	\$ -	
License	Cisco or Equivalent	TE-EMBEDDED-T	7						\$ -	\$ -	\$ -	
License	Cisco or Equivalent	TE-EMBEDDED-T-3Y	7						\$ -	\$ -	\$ -	
License	Cisco or Equivalent	PI-LFAS-T	7						\$ -	\$ -	\$ -	
License	Cisco or Equivalent	PI-LFAS-AP-T-3Y	7						\$ -	\$ -	\$ -	
License	Cisco or Equivalent	D-DNAS-EXT-S-T	7						\$ -	\$ -	\$ -	
License	Cisco or Equivalent	D-DNAS-EXT-S-3Y	7						\$ -	\$ -	\$ -	
License	Cisco or Equivalent	C9300-NW-A-48	7						\$ -	\$ -	\$ -	
License	Cisco or Equivalent	C9300-DNA-A-48	7						\$ -	\$ -	\$ -	
License	Cisco or Equivalent	C9300-DNA-A-48-3Y	7						\$ -	\$ -	\$ -	
Installation/Configuration	Cisco or Equivalent	C9300-SSD-NOCM	7						\$ -	\$ -	\$ -	
Cable	Cisco or Equivalent	CAB-SPWR-30CM	7						\$ -	\$ -	\$ -	
Cable	Cisco or Equivalent	PWR-C1-1100WAC-P/2	7						\$ -	\$ -	\$ -	
Cable	Cisco or Equivalent	CAB-1A-NA	14						\$ -	\$ -	\$ -	
Cable	Cisco or Equivalent	PWR-C1-1100WAC-P	7						\$ -	\$ -	\$ -	
License	Cisco or Equivalent	NETWORK-PNP-LIC	7						\$ -	\$ -	\$ -	
WAP	Aruba or Equivalent	R7139A	12						\$ -	\$ -	\$ -	
License	Aruba or Equivalent	H59F8E	12						\$ -	\$ -	\$ -	
Mount	Aruba or Equivalent	Q9G6BA	12						\$ -	\$ -	\$ -	
License	Aruba or Equivalent	Q9V584AE	2						\$ -	\$ -	\$ -	
Cable	CommScope or Equivalent	Cat 6 Cabling	288						\$ -	\$ -	\$ -	
Cable	N/A	Fiber LCU and J56 Fiber from B) (DP's to MDF including fiber cabling)	1						\$ -	\$ -	\$ -	
Racks	APC or Equivalent	AR3100	5						\$ -	\$ -	\$ -	
UPS	Eaton or Equivalent	9PXK7F5	1						\$ -	\$ -	\$ -	
UPS	Eaton or Equivalent	9PXBM180RT	1						\$ -	\$ -	\$ -	
UPS	Eaton or Equivalent	EMA114-10	2						\$ -	\$ -	\$ -	
UPS	Eaton or Equivalent	EMPTD1141C2	1						\$ -	\$ -	\$ -	
UPS	Eaton or Equivalent	9PX3000RT	3						\$ -	\$ -	\$ -	
Installation/Configuration	N/A	Installation and Configuration Switches	1						\$ -	\$ -	\$ -	
Installation/Configuration	N/A	Installation and Configuration WAPs	1						\$ -	\$ -	\$ -	
Installation/Configuration	N/A	Installation and Configuration UPS's and Racks							\$ -	\$ -	\$ -	
									\$ -	\$ -	\$ -	
									\$ -	\$ -	\$ -	
									\$ -	\$ -	\$ -	
									\$ -	\$ -	\$ -	
									\$ -	\$ -	\$ -	
									\$ -	\$ -	\$ -	

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

Martin Garza, Interim City Manager

November 2, 2022

The City of Weslaco is accepting proposals for:

WESLACO PUBLIC LIBRARY

Address
500 S. KANSAS AVE.
WESLACO, TX 78596-6215

E-Rate Equipment Services (Internal Connections)

Request for Proposal Number: 2022-23-02 Equipment

Timeline:

- **E-Rate Form 470/RFP posted in EPC & City's Website:** Wednesday, November 2, 2022
- **Deadline for Vendors to submit Questions:** Wednesday, November 16th, 2022
- **Questions & Answers posted on the City's Website:** Wednesday, November 23, 2022
- **Last date to submit bids on or before 10:00AM:** Wednesday, December 21, 2022
- **Vendor selection date will be on or after:** Tuesday, January 3, 2023

Objectives of this RFP

The City of Weslaco Public Library invites prospective vendors to submit a proposal to enhance and maintain Internet Access and supply automated services within the confines of the Schools and Libraries Program of the Universal Service Administrative Co. Fund guidelines (E-Rate).

We intend to provide an equitable, level, and fair format for submission and evaluation of proposals, in accordance with our requirements and applicable E-rate, state, and local guidelines and procedures. This Request for Proposal (RFP) provides the relevant background and capacity of desired operational specifications and requirements and the evaluation factors we will use to select the successful vendor.

The term of any accepted proposal shall be one year from the date of implementation, up to a total of four extensions, or as otherwise defined Universal Service Fund guidelines (E-rate) and may be renewable annually up to a total of four extensions as provided for under E-rate guidelines or consented to by the City of Weslaco City Commission.

This Request for Proposal (RFP) provides potential vendors with the relevant operational, performance, application, and architectural requirements of the system. This RFP specifically solicits proposals for vendors who can:

**Implement equipment upgrades for the new library facility
through purchase of new Category 2 equipment (Internal Connections).**

The library is seeking proposals for equipment services, upgrades, and installation within a new facility which is currently within the design phase. The equipment is outlined in sections that follow. Asset tagging and labeling are required components of installation services for this project. At present, the library does not have coverage for E-Rate eligible equipment and cannot provide access to such a contract. The preferred main location will be the Weslaco Public Library, 500 South Kansas Avenue, Weslaco, Texas 78596. Please note: the official naming of the new facility is pending official designation from the City of Weslaco governing body.

All vendor-installed equipment shall integrate with current Cisco and/or Dell equipment and Microsoft software, or reasonably expected upgrades thereto. The vendor shall guarantee full compatibility at peak efficiency, with the equipment in place at the time of installation. Bids for new equipment are for the requested manufacturer **or equivalent and compatible**. Equivalent equipment must include a white paper proving compatibility with existing LAN equipment and product specifications.

This RFP is funded through the E-Rate program; however, there is no guarantee of E-Rate funding. The award of this RFP by the City of Weslaco Council is not a guarantee of purchase. Decisions to purchase E-Rate eligible items may be dependent upon E-Rate funding and the needs of the City of Weslaco. If no E-Rate funding is provided to the Mayor Joe V. Sanchez Public Library this RFP will be null and void.

All bids for equipment must complete and submit the C2 Equipment Bid Response Form, see Attachment A.

Such upgrades should be in place or become deployed during the term of the accepted proposal:

1. Request for Bids for New Equipment Configuration or Equivalent

CORE SWITCHING MDF		Quantity
C9500-24Y4C-A	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage	1
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	3
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	3
C9500-NW-A	C9500 Network Stack, Advantage	1
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	1
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	1
SC9500HUK9-176	Cisco Catalyst 9500H XE.17.6 UNIVERSAL	1
C9K-F1-SSD-240G	Cisco pluggable SSD storage	1
C9500-DNA-24Y4C-A	C9500 DNA Advantage, Term License	1
C9500-DNA-L-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	1
C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	2
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1
CISCO OPTICS		
SFP-H25G-CU3M=	25GBASE-CU SFP28 Cable 3 Meter	1
SFP-10/25G-LR-S=	10/25GBASE-LR SFP28 Module	6
SFP-10G-LR=	10GBASE-LR SFP Module	2
IDF's		
C9300-48U-EDU	Catalyst 9300 48-port UPOE, K12	7

C9300-NM-2Y	Catalyst 9300 2 x 25GE Network Module	7
STACK-T1-50CM	50CM Type 1 Stacking Cable	7
SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	7
TE-C9K-SW	TE agent for IOSXE on C9K	7
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	7
TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	7
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	7
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	7
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	7
D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	7
C9300-NW-A-48	C9300 Network Advantage, 48-port license	7
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	7
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	7
C9300-SSD-NONE	No SSD Card Selected	7
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	7
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	7
CAB-TA-NA	North America AC Type A Power Cable	14
PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	7
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	7
ARUBA WIRELESS		
R7J39A	Aruba AP-655 (US) Campus AP	12
H59F8E	Aruba 1Y FC NBD Exch AP-655 SVC [for R7J39A]	12
Q9G69A	AP-MNT-MP10-B AP mount bracket 10-pack B	2
ARUBA CENTRAL SUBSCRIPTION – ONE YEAR		
Q9Y58AAE	Aruba Central AP Foundation 1y Sub E-STU	12
CABLING (ASSUMPTION 288 DROPS TOTAL)		

	Commscope Cat6 infrastructure cabling	1
	Fiber LIU's and 25G Fiber from (3) IDF's to MDF Including fiber cabling)	1
APC RACKS		
AR3100	APC NetShelter SX 42U Server Rack Enclosure 600mm x 1070mm w/ Sides, Black (2 in MDF)	5
MDF UPS		
9PX6KTF5	Eaton 9PX 9PX6KTF5 - UPS - 5.4 kW - 6000 VA - with 5 kVA Transformer	1
9PXEbm180RT	Eaton Extended Battery Module - battery enclosure - lead acid	1
EMA114-10	Eaton - power distribution unit - 1.92 kW	2
EMPDT1H1C2	Eaton EMPDT1H1C2 Environmental Monitoring Probe - 1.5" Width x 1.2" Height x 2.3" Length - 1 - Translucent	1
IDF UPS's		
9PX3000RT	Eaton 9PX Online UPS 3000VA 2700 Watt 120V 2U Rack/Tower Network Card Opt.	3
INSTALLATION/CONFIGURATION		
	Network Switches and Access Point installation	TBD
	Network Switches and Access Point- configuration	TBD
	UPS's and Rack installations	TBD

General

City of Weslaco Public Library is to be located at 500 South Kansas Avenue in Weslaco, Texas. It serves a population of 57,000 in the city proper and surrounding areas. Current Internet connectivity equipment consists of a Cisco Router and connection directly to the Internet Service Provider's nearest point of presence (POP). The Library currently receives 1 Gbps Internet access via fiber.

Current telecommunications and data

SmartCom Telephone provides local phone service and long-distance voice services. Voice services are no longer eligible for E-rate support and bids for these services are not being requested in this RFP.

Current Internet access

The library will have 1 Gigabyte Internet access via fiber optics.

Internet load

The projected internet load consists of over 100 computers, which are networked into Cisco equipment and Dell servers, and supporting hardware and software. We should provide wireless access greater than 300 wireless devices at one time.

Right to Reject

The City of Weslaco reserves the right to reject any, all, or portions of responses to this RFP even if all the stated requirements are met. In addition, the City may enter negotiations with more than one vendor simultaneously and award the transaction to any vendor in negotiations without prior notification to any other vendor. The City reserves the right to select portions of the proposals while rejecting other portions. The awarding of the proposal will take place at a City Council meeting to be announced at a later date.

Installation Terms

The successful proposal shall provide the following services and requirements at no additional cost above the initial proposal price on equipment or services. The proposal should include the cost of shipping, per diem, installation, transportation of the items to the building, location of the items at their proper location within the building, uncrating, complete assembly, and adjustment by a trained installation mechanic with removal of all debris. Equipment is to be complete including operating/owner's manuals, wiring, and piping. The equipment should be made ready for electrical and/or fluid service connection by the City of Weslaco. After connections, vendors must ready the machine, start up, analyze, and correct any malfunctions of the equipment. Vendors should provide all material equipment and labor to place machinery in top operating conditions and to fully assemble furniture, or equivalent certifications for the manufacture's products bid.

Vendor References and Qualifications

Vendors must provide a minimum of three references (public libraries or education entities in the RGV are preferred). These references must be for projects that are similar in scope, design, and have been completed by the vendor within the last three years. References that are not positive will be grounds for vendor disqualification. Vendors should provide reference names, phone numbers, and emails of the primary contact person. Vendors must supply the number of employees with maintenance of enterprise Microsoft and Cisco Professional Certifications for Windows Server, Wireless, Routers and Switches, VMware, Firewalls and Basic Training on relevant to Cisco Network Infrastructure Design.

The City of Weslaco requires that vendors furnish a certificate of insurance as required by Texas Labor Code 406.096. Coverage must be as follows (minimum amounts):

Worker's Compensation	Statutory Limit
Comprehensive General / Liability Occurrence	\$1,000,000
Bodily Injury Property / Damage Aggregate	\$1,000,000
Comprehensive Auto	\$1,000,000

RFP EVALUATION FACTORS

Instructions to vendors (5 points)

Project Schedule

By allowed date within 28-Day Window

Wednesday, November 2, 2022 to Wednesday, December 21, 2022

RFP will be posted for 28 days on the City of Weslaco website at www.weslacotx.gov

Vendor selection and contract date will be on or after Tuesday, January 3, 2023

Closing Time and Date

Responses to this RFP must be submitted in sealed packages on or before Wednesday, December 21, 2022, at 10:00 a.m.

Delivery shall be made during normal working hours (Monday-Friday 8:00am to 5:00pm) unless prior approval has been obtained from Purchasing Agent Finance Department.

Response and Submission

Inquiries and responses shall be sent to:

Homer Rhodes
Purchasing Agent
Weslaco City Hall
Finance Department
255 South Kansas Avenue
Weslaco, Texas 78596-6158
(956) 447-2240
hrhodes@weslacotx.gov

Provide three (3) printed copies on company letterhead binder with professional packet with tabs and one (1) copy save on USB flash drive in a PDF format, on company letterhead.

Proposals must also include a completed Bid Response Form, provided as Attachment A to this RFP. **Deadline:** proposals will be accepted Wednesday, December 21, 2022, on or before 10:00 a.m. At which time they will be opened, but not read publicly, at the office of the Purchasing Agent Finance Department. The selected proposal will be announced publicly at a later City Council Meeting. Vendors are responsible to complete the City of Weslaco Purchasing Vendor Application which is located at City's web site. Proposals are to be hand delivered or mailed to Homer Rhodes, Purchasing Agent Finance Department. Failure to do so will disqualify vendor. Incomplete responses will not be considered.

Questions and Clarification

For questions and clarification regarding the terms of this RFP, please contact:

Arnoldo Becho
Library Director

Mayor Joe V. Sanchez Public Library
525 South Kansas Avenue
Weslaco, Texas 78596-6215
(956) 973.3144
abecho@weslacopl.us

Questions and clarifications asked by any one vendor shall be made available to all on the City's web site (www.weslacotx.gov) as provided in the Schools and Libraries (E-Rate) Form 470 in the E-rate Productivity Center. Questions arising out of this RFP must be received in writing by emailed copy on company letterhead. Responses to all questions received in proper time frame will be answered in writing and distributed to all vendors known to have picked up the RFP. To assure prompt and timely posting of all questions and clarifications, the deadline for submittal shall be by Wednesday, November 16, 2022, on or before 10:00 a.m.

Proposal Period

The term of this agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024, for recurring services and September 30, 2024 for non-recurring services.

If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, as to that part of the services and products disallowed for discount pricing.

If, after approval of discount funding by SLD or its successor, Applicant's governing board should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract as to that part of the services and products disallowed by the governing board.

Response to Questions:

Vendor shall be responsible to respond on all the questions that are specified below by Wednesday, December 21, on or before 10:00 a.m.

Vendor Background Questions (20 points)

- 1.) Number of years your company has been in business.
- 2.) Where is your head office, your sales and customer service offices located?
- 3.) Where is your billing office?
- 4.) Number of employees in your company.
- 5.) Number of employees in local (RGV) site (if applicable).
- 6.) Number of employees in customer service.

- 7.) Number of employees with technical certifications.
- 8.) Number of employees in local (RGV) site (if applicable) with technical Certifications.
- 9.) Are your hardware and software dependent on third party vendors for manufacturing?
- 10.) Please list any items from current or anticipated equipment which you will not be able to provide maintenance.

References (5 points)

- 1.) Please provide a minimum of three references (public libraries or education entities in the RGV are preferred). For each reference provide names, address, phone numbers and email of the primary contact person.

Repair / Response Times (10 points)

- 1.) How long will it take for you to have a qualified technician on site? (Response Time) during regular business hours (Monday-Friday 8:00am to 5:00pm)
- 2.) How long will it take for you to have a qualified technician on site outside normal business hours?
- 3.) Please provide a direct number to the person(s) who can provide immediate decisions on pricing and expansion.
- 4.) Please provide a direct number for the person(s) who can immediately facilitate repairs during normal business hours (Monday-Friday 8:00-5:00)
- 5.) Please provide a direct number for the person(s) who can immediately facilitate evening and weekend repairs.

Future Offerings (5 points)

- 1.) What new technology does your company plan to utilize in the near future that would be an advantage to the Mayor Joe V. Sanchez Public Library?
- 2.) What is the most significant factor affecting the future success of your company and what is being planned to address it?

Market Differentiation (10 points)

- 1.) Provide a brief summary of your company's history in the marketplace. Limit response to 2 pages.

- 2.) Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition.
- 3.) Identify other Public Libraries or education entities in the Rio Grande Valley for whom your company has provided similar service. Specify the services provided.
- 4.) Please describe how you charge for onsite visits. Specify whether you charge a minimum number of hours per onsite visit, and if so how many, or whether you charge for the actual hours devoted to a project.
- 5.) Please provide your company's mission and/or vision statement.

Proposal and Pricing (45 points)

Price of the eligible goods and services shall be the heaviest weighted criteria. Bids for all equipment (Category 2) will be evaluated as one project. Bidders are required to provide E-rate eligibility for each piece of equipment bid. All bids for equipment must complete and submit the C2 Equipment Bid Response Form, see Attachment A.

Supplement any additional cost, such as installation, assembly, shipping, travel, per diem, etc. Vendor should provide an exhaustive list of all associated costs within their proposals.

Support services for online and telephone-based network technical assistance and tools are not eligible.

Please fill out, sign and submit with your proposal response the enclosed IRS Form W-9 and Vendor Background Questionnaire. We look forward to hearing from you.



Standardized Agenda Request Form

Date of Meeting: November 1, 2022		Agenda Item No. (to be assigned by CSO): 2022-5948	
From:			
Subject: Discussion and consideration on the Interlocal Agreement between the County of Hidalgo and the City of Weslaco for certain improvements to Mile 10 North from Mile 6 to FM 1015 Phase II and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background: See Attached Memo.			
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 Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Engineering Department.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: 10-28-22CC_Mile10N Rd, ICA Mile 10 Phase II			
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

Martin Garza, Interim City Manager

DATE: October 28, 2022

TO: Mayor David Suarez, City Commissioners,
Interim City Manager Martin Garza

FROM: Albert J. Aldana, P.E.
City Engineer

RE: **PROPOSED INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF WESLACO AND HIDALGO COUNTY
MILE 10 N RD IMPROVEMENTS**

The City of Weslaco and Hidalgo County entered an interlocal agreement on August 14, 2018, for proposed improvements to Mile 10 North Rd between Mile 6 West (Westgate Dr) and FM 1015 and the city agreed to monetary contributions towards project costs.

Phase I of the project which consisted of preliminary engineering, environmental and public involvement tasks have been completed. Phase II of the project which includes development of Right of Way Map, and Plans, Specifications and Estimate is ready to commence.

The proposed interlocal cooperation agreement before you is for work to be completed under phase II of the project. Phase II of the project requires a monetary contribution of in the amount of \$1,693,886.00 to be paid by the city in four equal installments on a quarterly basis starting on July 1, 2023.

A draft interlocal cooperation agreement is attached for your review and approval.

Staff recommends approval of this agreement.

Sincerely,

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF HIDALGO AND CITY OF WESLACO, TEXAS
CONCERNING CERTAIN IMPROVEMENTS TO
MILE 10 NORTH FROM MILE 6 TO FM 1015 (Phase II)**

THIS agreement is made on this the _____ day of _____, 2022 by and between the City of Weslaco, Texas, hereinafter referred to as the "CITY" and the County of Hidalgo, Texas hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the CITY is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the COUNTY is a county in the State of Texas; and

WHEREAS, COUNTY and CITY entered into an Interlocal Cooperation Agreement dated August 14, 2018 in which the COUNTY and CITY agreed to complete Phase I of improvements to Mile 10 North;

WHEREAS, the CITY and COUNTY desire to cooperate in making needed Phase II transportation improvements (as hereinafter defined) to Mile 10 North from Mile 6 to FM 1015 as outlined in Exhibit A (the "Road"); and

WHEREAS, the CITY and COUNTY agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of added capacity for increased safety; and

WHEREAS, the COUNTY will be the fiduciary agent for this Project and assume the role of project development lead;

WHEREAS, the COUNTY and CITY desires to proceed with the development of the right way maps, field surveys, and the plans, specifications and estimates ("PS&E") ("Phase II");

WHEREAS, the CITY and COUNTY will cooperatively seek to fund the Construction and Right-of-Way costs of this project through the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and TxDOT;

WHEREAS, the total Phase II project development cost is estimated to be \$3,387,772.00 of which the COUNTY will contribute an estimated amount of \$1,693,886.00;

WHEREAS, the CITY desires to cooperate by contributing a total sum not to exceed the amount of \$1,693,886.00 to the COUNTY toward the project development activities; and

WHEREAS, the COUNTY and CITY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, the CITY agrees COUNTY assumes the role of project sponsor to develop Phase II of the Road within the limits of the City;

NOW, THEREFORE, COUNTY and CITY, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees to Complete Phase II of the project development, more particularly described in Exhibit B attached hereto and made a part hereof for all purposes that relate to Phase II.
2. The road at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.
3. The City shall pay County as its contribution for Phase II of the Project the sum of \$1,693,886.00 in four equal installments with the first payment of \$423,471.50 due July 1, 2023. The second payment in the same amount will be due 90 days after first payment, the third payment in the amount of \$423,71.50 will be due 180 days after that and the fourth and final payment in the amount of \$423,471.50 will be due 270 days after that.
- 4.
5. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.
6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein.

This Agreement may be modified or amended only by agreement in writing executed by the CITY and County, and not otherwise.

10. 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.

11. Notice: Except as maybe 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 City: City of Weslaco
Attention: Honorable David Suarez
255 S. Kansas Ave.
Weslaco, Texas 78596

If to County: Hidalgo County, Texas
Attention: Hon. Richard Cortez, County Judge
100 E. Cano St., Second Floor
Edinburg, Texas 78539

With copy to: Honorable David Fuentes, Commissioner Pct. #1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

11. Each notice, demand, request or communication which shall be delivered 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.

12. 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.

13. 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.

14. Assignment: This Agreement shall not be assignable.

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

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

COUNTY OF HIDALGO

By: _____
Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF WESLACO

By: _____
Honorable, David Suarez, Mayor

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

APPROVED AS TO FORM:

Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Assistant District Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to Mile 10 North from Mile 6 to FM 1015, a section which is in part within the city limits of Weslaco and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Weslaco, Texas, and Hidalgo County.

By vote on _____ 2022, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Assistant District Attorney