



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 3, 2023**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, January 3, 2023 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.
- 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 Area Chamber of Commerce & Visitor Center.
- B. Weslaco Economic Development Corporation.

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 December 20, 2022.
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approval on Ordinance 2022-45 to rezone 3920 E Pike. Also being 28.34 acres out of Farm Tract 1036, West and Adams Tract, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District, and authorize the Mayor to execute any related documents. (First reading held December 20, 2022; staffed by Planning & Code Enforcement Department.) Attachment.
 - 2) Approval on Ordinance 2022-46 to rezone 808 & 812 W 10th St. Also being Lot 6 & 7, Laura Raquel Trejo Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District. and authorize the Mayor to execute any related documents. (First reading held December 20, 2022; staffed by Planning & Code Enforcement Department.) Attachment.
 - 3) Approval on Ordinance 2022-48 amending ordinance 2021-41 to increase a 10-foot utility easement along the Westside of lot C-1 Re-Plat of Apostolic Church Subdivision to a 15-foot utility easement along the Westside of lot C-1 Re-Plat of Apostolic Church Subdivision and authorize the Mayor to execute any related documents. (First reading held December 20, 2022; staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval to submit an application to the US DOT RAISE Grant program for the creation of an Airport Masterplan in the amount of \$250,000 with NO MATCH REQUIRED and NO RECURRING FEES and authorize the Mayor to execute any related documents. (Staffed by Airport/Grant Writer.) Attachment.
- D. Approval on renewal of the lease agreement with I Theatre, Inc. for the use of the Tower Theatre and Tower House effective January 1, 2023 - December 31, 2023 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment.
- E. Approval to accept and ratify the FY23 Bullet-resistant Shield Grant #4611001 for the amount of \$228,423.60 with NO MATCH and NO RECURRING fees to purchase bullet-resistant shields and authorize the Mayor to execute any related documents (staffed by Police Department.) Attachment.

V. **NEW BUSINESS**

- A. Discussion and consideration to certify city advisory boards, and their members as selected and appointed by each elected official and authorize the Mayor to execute any

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

- B. Discussion and consideration on agreement with Ares Services Incorporated to assist in grant preparation and legislative assistance in the area of flooding, aviation and other matters determined by the commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.) Attachment.
- C. Discussion and consideration to approve a lease agreement with the Economic Development Corporation of Weslaco for building lease space located at 275 South Kansas Avenue and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Asst. City Manager.) Attachment.
- D. Discussion and consideration to approve a lease agreement with the Weslaco Area Chamber of Commerce & Visitor Center for building lease space located at 255 South Kansas Avenue and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Asst. City Manager.) Attachment.
- E. Discussion and consideration to approve emergency repairs of the riser pipe for the downtown water tower located at 120 S. Kansas Ave, to Texas Tank Services in the amount of \$66,500 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.) Attachment.
- F. Discussion and consideration to ratify a purchase order for a bypass of a manhole located at 18th Street and Airport near the ditch to Southern Trenchless Solutions, in the amount of \$44,188 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- G. Discussion and consideration to repair a collapsed manhole located at 18th Street and Airport near the ditch to Southern Trenchless Solutions, in the amount of \$81,235 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- H. Discussion and consideration to award Manhole Rehabilitation- to Southern Trenchless Solutions, LLC., Buyboard vendor contract #635-21, in the amount not to exceed \$148,960 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.

VI. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at Pike and Vo-Tech as authorized by §551.072 of the Texas Local Government Code.
- C. Legal Consultation - Consultation with City Attorney regarding claims by the City against Castle Construction regarding the Police and Fire Station Project as authorized by Section §551.071 of the Texas Government Code.
- D. Legal Consultation - Consultation with City Attorney regarding investigation of the Assistant Fire Chief as authorized by §Section 551.071 of the Texas Government Code.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 30th day of December 2022 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.

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: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-5616	
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:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Timothy Aguiar from Open Door Baptist Church will lead the invocation. C. Mayor will lead 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 and Mission updated 11.18.22			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, 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: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-6176	
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: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-6177	
From:			
Subject: Weslaco Economic Development Corporation.			
Background: Report only from the Weslaco Economic Development Corporation.			
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: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-5621	
From:			
Subject: Approval of the Minutes of the Regular Meeting on December 20, 2022. (Staffed by City Secretary's Department.) Attachment.			
Background: Record of commission action at the Regular Meeting on December 20, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as submitted by the City Secretary.			
Staff Recommendation: Approve as submitted.			
Attachments, if any:			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
DECEMBER 20, 2022**

On Tuesday, December 20, 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	JP Rodriguez
	Commissioner	Greg Kerr
	Commissioner	Israel Gonzalez Jr.
	Commissioner	Josh Pedraza
	Commissioner	Adrian Farias

ABSENT:	Commissioner	Letty Lopez
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STAFF PRESENT:	Martin Garza	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, Rebekah de la Fuente, Director of Planning and Code Enforcement, Joe Pedraza, Asst. Director Planning and Code Enforcement, Joel Rivera, Police Chief, Gus Ramirez, Asst. Fire Chief, David Arce, Deputy Public Works Director, Albert Aldana, City Engineer, Omar Rodriguez, Parks & Recreation Director, Martin Vela, IT Director, Rosa Badillo, Court Coordinator, 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, December 16, 2022.

B. Invocation.

Pastor Elias Garza from First Calvary Baptist Church led the invocation.

C. Pledge of Allegiance.

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

D. Mayoral Recognition.

Proclamation for Brandon Figueroa was postponed.

E. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting the absence of Commissioner Lopez and the arrival of Commissioner Kerr at 5:36 p.m. A quorum was present.

II. PUBLIC COMMENTS

George Gonzales stated staff advised him they would be looking into his concern on the loose dogs in his neighborhood and appreciated it. Thanked the Commission and wished everyone a Merry Christmas.

Baldemar Loera, 619 W. 10th Street voiced objection to the change of zone to apartment use for property located at 808 & 812 W. 10th citing concerns of traffic, flooding, property devaluation, parking, and noise. Thanked the Commission and wished everyone a Merry Christmas.

Orfelinda Martinez, 804 W. 10th Street, objected to the change of zone for property located at 808 & 812 W. 10th; her home is next door to the proposed apartments; submitted an email against it voiced concerns of traffic, flooding, safety for herself and her neighbors and wished everyone a Merry Christmas.

III. REPORTS

A. Police Department.

Joel Rivera, Police Chief, reported the police department would be partnering with the school district in addressing continued mandates dealing with school security; programs to be implemented is the Handle with Care Initiative, allows law enforcement to notify the school staff the student has been through a traumatic event, such as family violence and should be handled with care; reported Campus Crime Stoppers Initiatives would allow joint efforts between the city, school and crime stoppers to investigate tips such as school threats. Lastly reported on a grant award in the amount \$228,423 to the city with no local match for shields for the officers thanks to Assistant Chief Robert Lopez.

B. Inframark.

George Quilantan, Inframark, presented the water flows for November 2022 for the Water Treatment Plant, North Wastewater Treatment Plant, and South Wastewater Treatment Plant stating all were slightly down from last year; basic repairs for sludge pump base at the Water Treatment Plant being done; North Wastewater Plant needs to replace check and gate valves for the influent pumps; South Wastewater Plant the clarifier gearbox needs fresh oil and thorough cleaning; UV Modules will need rehab and will see options available for disinfection that is cost efficient; the portable pump is inoperable and reached its life expectancy getting quotes to have it replaced; Lift Station 6 pump needs replacement; Lift Station 36 a 12-inch pull needs to be replaced due to leakage and Lift Station 10 submersible pump needs repairs and also getting quotes.

IV. PUBLIC HEARING

A. To solicit input on behalf of Willie Arratia to rezone 3920 E Pike. Also being 28.34 acres out of Farm Tract 1036, West and Adams Tract, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District.

No comments.

B. To solicit input on behalf of Wilfredo & Cristela Aviles to rezone 808 & 812 W 10th St. Also being Lot 6 & 7, Laura Raquel Trejo Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District.

No comments.

C. To solicit input on behalf of Dreamland Estates to approve a Conditional Use Permit to operate an event center Permit at 909 E James, also being Block 1, Lot 2A, Ro-Ellen Addition Ut. No. 3, Hidalgo County, Texas.

No comments.

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 Regular Meeting on December 6, 2022. (Staffed by City Secretary Department.)

B. Approval of six-month extension for the Final Plat for Bridge Crossing Ph II– being a re-subdivision of 16.273 acres being part or portion out of farm tract 744, The West And Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 1370 ft east of the intersection of 18th St. & Mile 5 ½. and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

C. Approval of six-month extension for the Final Plat for Vaquero Estates Phase V– being a re-subdivision of 86.961 acres being all of farm tract 1072 an out of Farm Tract 1065,1066 & 1071, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on FM 1015 & Mile 11 North and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

D. Approval of six-month extension for the Final Plat for Greener Pastures Mobile Home Subdivision PH II– being A 3.94 acre tract of land out of Lot 82,133,134,135 and 136, Greener Pastures Mobile Home Subdivision, Weslaco, Hidalgo County, Texas located approximately on Main Gate Drive and Corral Drive and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

E. Approval of the Memorandum of Understanding between the constituent agencies of the Texas Anti-Gang (TAG) Center - Rio Grande Valley and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

F. Approval to enter into an agreement with Tyler Technology to participate in the Early Adopter Program at no cost to the city and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

G. Approval of Resolution 2022-63 to accept the National Highway Traffic Safety Administration STEP-Impaired Driving Mobilization Grant (2023-WeslacoPD-IDM-00049) Award in the amount of \$29,986.76 with a \$6,021.76 match and no recurring fees and authorize the Assistant Chief Robert Lopez to electronically sign grant agreements and amendments as the Grant Administrator on TxDOT Traffic Safety eGrants portal and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

H. Approval to accept FY23 Project Safe Neighbors Grant Program Award #4271602 in the amount of \$32,731.99 with NO MATCH and NO RECURRING costs for overtime for all peace officers, to purchase equipment and project supplies and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

I. Approval of a District Office Lease Agreement beginning January 3, 2023 and ending January 2, 2025 with Congressman Vicente Gonzalez for office space located at 255 S. Kansas Avenue and authorize the Mayor to execute any related documents. (Staffed by Assistant City Manager.)

Commissioner Farias seconded by Commissioner Pedraza moved to approve consent agenda items as presented withholding item G. The motion carried unanimously; Mayor Suarez was present and voting.

G. Approval of Resolution 2022-63 to accept the National Highway Traffic Safety Administration STEP-Impaired Driving Mobilization Grant (2023-WeslacoPD-IDM-00049) Award in the amount of \$29,986.76 with a \$6,021.76 match and no recurring fees and authorize the Assistant Chief Robert Lopez to electronically sign grant agreements and amendments as the Grant Administrator on TxDOT Traffic Safety eGrants portal and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

Joel Rivera, Police Chief, stated TxDOT advised a resolution is not required and withdrew the request for the resolution. Recommended approval to accept the National Highway Traffic Safety Administration STEP-Impaired Driving Mobilization Grant and to approve the Assistant Chief Robert Lopez to electronically sign grant agreements and amendments as the Grant Administrator on TxDOT Traffic Safety eGrants portal.

Commissioner Pedraza seconded by Commissioner Kerr moved to accept the National Highway Traffic Safety Administration STEP-Impaired Driving Mobilization Grant and approve the Assistant Chief Robert Lopez to electronically sign grant agreements and amendments as the Grant Administrator on TxDOT Traffic Safety eGrants portal as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration on first and final reading of Ordinance 2022-44 amending Ordinance 2022-19 regarding the process and standards for all appointments to Advisory Boards, Committee and Commissions and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Martin Garza, City Manager, stated at the workshop held discussion regarding the process of appointments; staff and himself reviewed the ordinance and revised it based on those discussions. Mr. Garza stated under the Section of Vacancy (b) a sentence was added “each elected official will have an appointment to each board” and added “(d) Any committee with less than seven members will have its members appointed by the Commission in the order set forth in Section 4(b)”. Staff recommended approval.

In response to Mayor Pro Tem Rodriguez, Mr. Garza stated an individual could serve on more than one board now stating currently there is a lack of volunteers applying to the boards. Mayor Suarez stated he would like to see a more recruitment marketing of volunteers done.

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez, moved to approve on first and final reading of Ordinance 2022-44 amending Ordinance 2022-19 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Willie Arratia on Ordinance 2022-45 to rezone 3920 E Pike. Also being 28.34 acres out of Farm Tract 1036, West and Adams Tract, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-45. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Planning & Code Enforcement Director, stated twenty-four property owners were notified and no objection received; owner is proposing apartments and compatible to surrounding area. The Planning and Zoning Commission and staff recommended approval as the proposed use follows the 2040 Land Use Map and the surrounding land use.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve Ordinance 2022-45 to rezone 3920 E Pike as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Wilfredo & Cristela Aviles on Ordinance 2022-46 to rezone 808 & 812 W 10th St. Also being Lot 6 & 7, Laura Raquel Trejo Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District. and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-46. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twenty-one property owners were notified and three (3) objections received; owner is proposing apartments and surrounding area is apartment use to the west and south. The Planning and Zoning Commission and staff recommended approval as the proposed use follows the surrounding land use.

In response to Commissioner Farias, staff stated that drainage requirements will be addressed during the building phase, noted drainage improvements are on-going in the area such as widening and better maintenance of a drainage ditch; a fence is not required under the ordinance the buffer is required when it is commercial zone abutting residential.

Commissioner Pedraza seconded by Commissioner Kerr moved to approve Ordinance 2022-46 to rezone 808 & 812 W 10th Street as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration after public hearing on behalf of Dreamland Estates to approve a Conditional Use Permit to operate an event center at 909 E James Ste E, also being block 1, Lot 2A, Ro-Ellen Addition Ut. No. 3, 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 fourteen property owners were notified and no objection received; owner proposes to operate an event center that will host small events The Planning and Zoning Commission and staff recommended approval.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve a Conditional Use Permit at 909 E James Ste E as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to approve the Final Plat for Dominion Subdivision being 20-acres out of Farm Tracts 164, Block 178, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 700 ft. east of Midway Rd on 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 proposed sixty-five lot subdivision inside city limits; serviced with water by North Alamo Water Supply and sewer by the City; proposed use is a private subdivision with four plex apartments. The Planning and Zoning Commission and staff recommended approval.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve the Final Plat for Dominion Subdivision being 20-acres out of Farm Tracts 164, Block 178, West Tract Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration on Ordinance 2022-47 for dis-annexation request from the property owner of Angelita Estates Subdivision– being 8.35 acres, being part or portion of Farm Tracts 799, 800 and 804 West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 805ft. South of Tierra Santa St along FM 88. and authorize the Mayor to execute any related documents. First reading on Ordinance 2022-47. Possible action. (Staffed by Planning and Code Enforcement Department.)

Commissioner Kerr seconded by Commissioner Pedraza moved to discuss.

Rebekah de la Fuente stated the property is part of Angelita Subdivision that is inside city limits; owner wants the entire property to be outside city limits and requested dis-annexation; area is serviced with water by the city and sewer is developer wants to propose on-site septic tank; a manhole is available on S. Border and Tierra Santa that is nine feet deep and can service the area. The Planning and Zoning Commission and staff recommended denial of the dis-annexation.

In response to Commissioner Kerr, staff stated the property was annexed in 2014 and developer wants entire property outside; water and sewer are available services that can be extended. Mayor Suarez questioned if denied what recourse the developer had if the city did not provide a service plan within the timeline for a forced annexation.

Juan E. Gonzalez, City Attorney, there are laws that govern for dis-annexation if services have not been provided such as the owner filing in District Courts.

Mayor Suarez suggested to table and let the City Attorney to research further.

Martin Garza recommended no action.

Mayor Suarez stated no action.

G. Discussion and re-consideration to adopt Ordinance 2022-48 amending ordinance 2021-41 to increase a 10- foot utility easement along the Westside of lot C-1 Re-Plat of Apostolic Church Subdivision to a 15-foot utility easement along the Westside of lot C-1 Re-Plat of Apostolic Church Subdivision and authorize the Mayor to execute any related documents. First reading of O2022-48. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated previous commission approved the reduction of a utility easement to 10-feet; recently the utility division discovered an existing 8" sanitary sewer line on the Westside property line not noted on the maps; applicant and staff requested that the easement be increased to 15 feet to maintain proper clearance should the line require maintenance. Staff recommended approval.

Commissioner Gonzalez seconded by Commissioner Kerr moved to approve Ordinance 2022-48 amending ordinance 2021-41 to increase a 10- foot utility easement along the Westside of lot C-1 Re-Plat of Apostolic Church Subdivision to a 15-foot utility easement along the Westside of lot C-1 Re-Plat of Apostolic Church Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to award a negotiated contract with Norris Leal, LLC for RFB No. 2021-22-31 Mayor Pablo Pena City Park Sports Field Lighting and Isaac Rodriguez Skate Park Lighting project or to reject the contract and authorize staff to go out for bids 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 contract with Norris Leal; vendor reduced their bid by \$63,885 for final contract price of \$1,333,115 and Norris Leal has confirmed their pricing with their suppliers and are ready to proceed with the project immediately. Staff recommended approval.

Commissioner Kerr seconded by Commissioner Gonzalez moved to approve a negotiated contract with Norris Leal, LLC for RFB No. 2021-22-31 Mayor Pablo Pena City Park Sports Field Lighting and Isaac Rodriguez Skate Park Lighting project as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration on first and final reading of Ordinance 2022-49 that revises speed limits on International Blvd. (FM 1015) between Western Rd and Mile 5 North Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department).

Albert Aldana, City Engineer, stated a speed zone study on FM 1015 roadway between its northern and southern city limits was done by TXDOT; summarized the proposed speed limit segments effected as N. of Western Dr. (Weslaco N. City Limit) to Western Dr., 45 mph to 50 mph; S. of Western Dr. N. of Barbee Dr., speed limit will be changed from 55 mph to 50 mph; N. of Barbee Dr. to S. of Barbee Dr., speed limit will remain 45mph; S. of Barbee Dr. to BUS 83, speed limit will remain 35 mph; BUS 83 to N. of Camino Real Viejo speed limit will be changed from 45mph to 40mph; and N. of Camino Real Viejo to S. of Mile 5 N. Rd. (Weslaco S. City Limit) speed limit will remain 45mph. Staff recommended approval.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve first and final reading of Ordinance 2022-49 that revises speed limits on International Blvd. (FM 1015) between Western Rd and Mile 5 North Road as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration of purchasing a SCBA Compressor under BuyBoard contract # 603-20 for an amount not to exceed \$53,823 from Metro Fire for the New Fire Station and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Commissioner Farias abstained from discussion and vote.

Gustavo Ramirez, Assistant Fire Chief, recommended approval stating the equipment is a self-contained breathing apparatus that supply clean breathable air in the tanks. Staff recommended approval.

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to approve the purchase of a SCBA Compressor under BuyBoard contract # 603-20 for an amount not to exceed \$53,823 from Metro Fire as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration to award RFB No. 2022-23-04 Waterworks Collection and Distribution Materials to the sole bidder, Aguaworks Pipe & Supply, LLC., for a period of one year, for material to be purchased on an as-needed basis not to exceed \$500,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce, Deputy Public Works Director, stated materials are needed on demand for the water and sewer division; supplies/materials are kept on-hand and stocked. Staff recommended approval

to award to the sole bidder to Aguaworks Pipe & Supply for a period of one year and should vendor not be meeting supply demand within 6-month period and if necessary, back to the commission to utilize another vendor.

Commissioner Pedraza seconded by Commissioner Gonzalez moved to approve Waterworks Collection and Distribution Materials to the sole bidder, Aguaworks Pipe & Supply, LLC., for a period of one year, for material to be purchased on an as-needed basis not to exceed \$500,000 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. EXECUTIVE SESSION

At 6:32p.m. Commissioner Farias seconded by Commissioner Pedraza moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:43 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 City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.

No action.

B. Legal Consultation - Consultation with City Attorney regarding potential claims by the City against Castle Construction regarding the Police and Fire Station Project as authorized by Section §551.071 of the Texas Government Code.

Commissioner Pedraza seconded by Commissioner Farias moved to authorize the City Manager and City Attorney to proceed as discussed in executive session regarding potential claims by the City against Castle Construction regarding the Police and Fire Station Project. The motion carried unanimously; Mayor Suarez was present and voting.

C. Legal Consultation - Consultation with City Attorney regarding lawsuit styled C-1678-22-A Christopher De Leon DBA De Leon Aircraft Maintenance Professional vs City of Weslaco and Andrew Munoz, Individually as authorized by section §551.071 of the Texas Government Code.

No action.

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

Commissioner Pedraza seconded by Commissioner Farias moved to authorize the City Manager and City Attorney to proceed as discussed in executive session relating to the lawsuit with CDM. The motion carried unanimously; Mayor Suarez was present and voting.

IX. ADJOURNMENT

Commissioner Pedraza seconded by Commissioner Kerr moved to adjourn the meeting of December 20, 2022, at 7:44 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: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-6167	
From: REBEKAH DE LA FUENTE			
Subject: Approval on Ordinance 2022-45 to rezone 3920 E Pike. Also being 28.34 acres out of Farm Tract 1036, West and Adams Tract, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District, and authorize the Mayor to execute any related documents. (First reading held December 20, 2022; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-2 Duplex and Apartment District. Twenty-four (24) property owners within 200 feet of the applicant's property were notified by letter on November 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 City commission appeared in The Monitor on November 21, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request at their regular meeting on December 7, 2022			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created	
City Manager Comments: Approve as recommended by the Planning and Zoning Commission and staff.			
Staff Recommendation: Staff recommends approval based on 2040 land use map and surrounding land use.			
Attachments, if any: Rezone-3920 E Pike Blvd- Memo, 3920 E PIKE BLVD - ATTACHMENTS, 3920 E Pike Blvd - Aerial, O2022-45 rezone 3920 E Pike Blvd			
Responsibilities upon Approval: Staff will advise the applicant			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 3920 E Pike Blvd

DATE: December 13, 2022

The property owner is proposing a seventy-lot subdivision with four-plex apartments for this location. The proposed subdivision was previously approved by City Commission as Heron's landing on November 15, 2022. 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-00035-2022

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot FARM TRACT 1036 Block _____

Subdivision Name WEST AND ADAMS TRACT

Street Address 3920 E Pike Blvd

Existing Zoning R1 Existing Land Use VACANT

Proposed Zoning R2 Proposed Land Use APPLEX

_____ \$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 Willie Aranda Phone (956) 784-0218

Address 526 N. 5th St. Fax: _____

City Donna State Tx Zip Code 78537 E-Mail: naengineering@yahoo

OWNER

Name Albert Hanks Phone (956) 630-0216

Address 502 W Expressway 83 Fax: _____

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

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

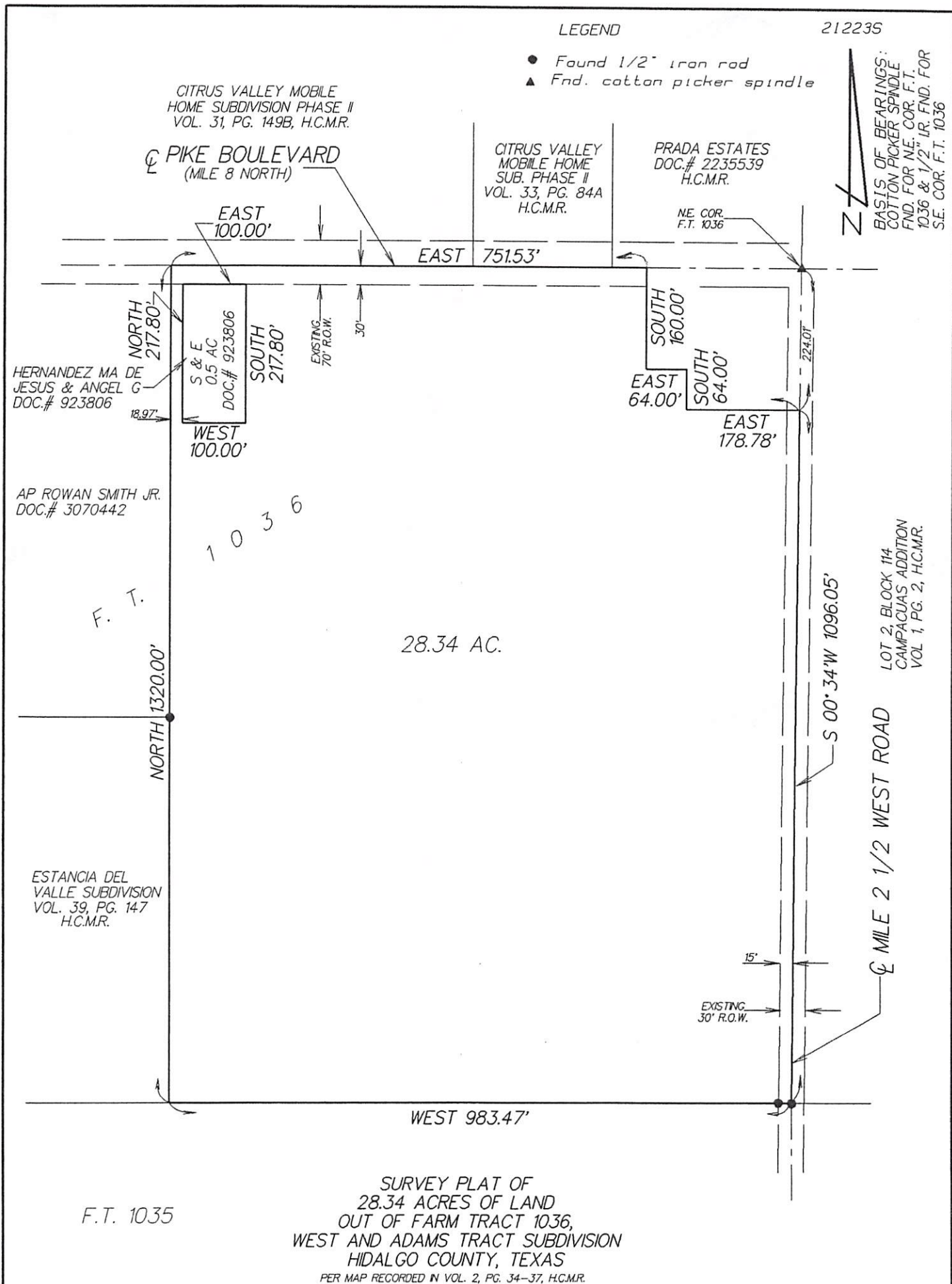
Signature [Signature] Date 9/26/22

Signature [Signature] Date 10/24/22

Signature _____ Date _____

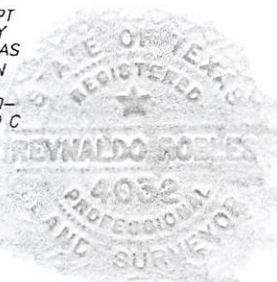
Authorized Agent

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT
EASEMENTS OF RECORD MAY AFFECT SUBJECT PROPERTY.



I, REYNALDO ROBLES, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE ENCROACHMENTS, NOR VISIBLE AND APPARENT EASEMENTS AT THE TIME OF SURVEY EXCEPT AS SHOWN AND BY GRAPHIC PLOTTING ONLY. THIS PROPERTY LIES IN FLOOD ZONE "X" (AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD) OF FIRM COMMUNITY PANEL NO. 480334 0450 C REVISED TO REFLECT LOMR DATED MAY 30, 2002

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



PREPARED FOR: NAIN ENGINEERING

RA ROBLES &
ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS

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

PHONE (956) 968-2422
FAX (956) 969-2011
FIRM No. 18896700

SURVEYED: 08-25-22

DRAWN BY: JB 10/05/22

SCALE: 1" = 200'

JOB No. 212235

TITLE COMMITMENT No.

REVISED:

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

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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

November 18, 2022

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, December 7, 2022, and the City Commission will hold a public hearing on December 20, 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 December 7, 2022. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

Wille Arratia is requesting to rezone 3920 E Pike Blvd. Also being 28.34 acres out of Farm Tract 1036, West and Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District.

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

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

Sincerely,

Rebekah de la Fuente, CFM
Planning Director



NOV 14, 2022

VESTA/ERI LAND LLC 175 POWER FOREST DR WESTOGUE, CT 06089	A0800-00-000-1036-00 ADAMS TRACT E551.26'-W601.26'-N7 11.18' FT 1036 9.03AC NET 0	L: 243810 B: 0
HERNANDEZ MA DE JESUS & ANGEL 3620 E PIKE BLVD WESLACO TX 78599-3396	A0800-00-000-1036-01 ADAMS TRACT W100'-E990'-N247.80' FT 1036 0.50AC NET	L: 41818 B: 24000
GEROW JAMES MARCELO GARZA 822 S OKLAHOMA AVE WESLACO, TX 78596	A0800-00-000-1036-02 ADAMS TRACT E990' EXC W100'-N247 .80' FT 1036 29.50AC GR 28.82AC 0	L: 172920 B: 0
MILLER ESTER ALVARADO 901 RUBY AVE WESLACO TX 78599	C2675-01-000-0001-00 CENTERPOINT PH 1 LOT 1 901 RUBY AVE	L: 41200 B: 59514
HINOJOSA ANDRES 3806 JADE DR WESLACO TX 78596	C2675-01-000-0108-00 CENTERPOINT PH 1 LOT 108 3805 JADE DR	L: 35406 B: 91250
AGUILAR JOSEPH M 3810 JADE DRIVE WESLACO TX 78599	C2675-02-000-0109-00 CENTERPOINT PH 2 LOT 109 3810 JADE DR	L: 31013 B: 82914
MENDOZA LUIS FRANCISCO 3814 JADE DR WESLACO TX 78599	C2675-02-000-0110-00 CENTERPOINT PH 2 LOT 110 3814 JADE DR	L: 31013 B: 115295
MOLINA JORGE AURELIO & 3818 JADE DR WESLACO TX 78599	C2675-02-000-0111-00 CENTERPOINT PH 2 LOT 111 3818 JADE DR	L: 31013 B: 117968
TREVINO MARIBEL 3822 JADE DR WESLACO TX 78599	C2675-02-000-0112-00 CENTERPOINT PH 2 LOT 112 3822 JADE DR	L: 31013 B: 70819
FLORES ALMA 3902 JADE DR WESLACO TX 78599	C5354-01-001-0001-00 CITRUS VALLEY MOBILE HOME PH 1 LOT 3902 JADE DR	L: 31013 B: 40167
CARRASCO JAVIER 3906 JADE DR WESLACO TX 78599	C5354-01-001-0002-00 CITRUS VALLEY MOBILE HOME PH 1 LOT 3906 JADE DR	L: 31013 B: 0
GERMAIN ELVIA MENDEZ PO BOX 432 WESLACO TX 78599	C5354-01-001-0003-00 CITRUS VALLEY MOBILE HOME PH 1 LOT 3910 JADE DR	L: 30859 B: 22397

NOV 14, 2022

MATA SANDRA 3918 JADE DR WESLACO TX 78599	C5354-01-001-0004-00 CITRUS VALLEY MOBILE HOME PH 1 LOT 3918 JADE DR	L: 30859 B: 25826
MARTINEZ JUVENTINO & MARICELA 2201 W HARRISON ST WESLACO TX 78599	C5354-01-001-0005-00 CITRUS VALLEY MOBILE HOME PH 1 LOT 3922 JADE DR	L: 31013 B: 22512
AVILA ALEJANDRO & GUILLERMINA 3926 JADE DR WESLACO TX 78599	C5354-02-001-0006-00 CITRUS VALLEY MOBILE HOME PH 2 LOT 3926 JADE DR	L: 31158 B: 22752
BERNAL RAFAEL LOPEZ 3930 JADE DR WESLACO TX 78599	C5354-02-001-0007-00 CITRUS VALLEY MOBILE HOME PH 2 LOT 3930 JADE DR	L: 31158 B: 0
FLORES ESPERANZA 3934 JADE DR WESLACO TX 78599	C5354-02-001-0008-00 CITRUS VALLEY MOBILE HOME PH 2 LOT 3934 JADE DR	L: 31158 B: 0
FLORES MARIA ISABEL 3938 JADE DR WESLACO TX 78599	C5354-02-001-0009-00 CITRUS VALLEY MOBILE HOME PH 2 LOT 3938 JADE DR	L: 31158 B: 33514
LA ESTANCIA APARTMENTS ATTN: ACCOUNTING DEPARTMENT 175 POWDER FOREST DRIVE WEATOGUE CT 6089	E7250-00-000-0001-00 ESTANCIA DEL VALLE LOT 1 3601 E MILE 8 NORTH	L: 378661 B: 4578212
VILLA ROEL & DIANA GONZALEZ 901 ONYX DR WESLACO TX 78599	P8114-00-000-0001-00 PRADA ESTATES LOT 1 - AMENDED 901 ONYX DRIVE	L: 34090 B: 0
CALVILLO ERASMO JR 909 ONYX DR WESLACO TX 78599	P8114-00-000-0002-00 PRADA ESTATES LOT 2 - AMENDED 909 ONYX DRIVE	L: 31730 B: 22804
GARCIA JESUS GABRIEL 908 ONYX DR WESLACO TX 78599	P8114-00-000-0030-00 PRADA ESTATES LOT 30 - AMENDED 908 ONYX DRIVE	L: 31111 B: 29896
HERNANDEZ YESENIA ALVARADO 900 ONYX DRIVE WESLACO TX 78599	P8114-00-000-0031-00 PRADA ESTATES LOT 31 - AMENDED 900 ONYX DRIVE	L: 33953 B: 28012

DESCRIPTION OF 28.34 ACRES OF LAND
OUT OF FARM TRACT 1036, WEST AND ADAMS TRACT SUBDIVISION
HIDALGO COUNTY, TEXAS

Being 28.34 acres of land situated in Hidalgo County, Texas, and being out of the east 30 acres of Farm Tract 1036, West and Adams Tract Subdivision as per map recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, and said 28.34 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point on the east line of said Farm Tract 1036 for the northeast corner of said tract herein described, said point also being located on the centerline of Mile 2 ½ West Road and bears South 00°34' West, 224.01 feet from a cotton picker spindle found for the northeast corner of said Farm Tract 1036;

THENCE, South 00°34' West, 1096.05 feet, with the east line of said Farm Tract 1036 and the centerline of Mile 2 ½ West Road to a ½-inch iron rod found for the southeast corner of said tract herein described;

THENCE, West, with the south line of said Farm Tract 1036, at a distance of 15.00 feet pass a ½-inch iron rod found for reference on the west right of way line of said Mile 2 ½ West Road and continuing for a total distance of 983.47 feet to a point for the most southerly southwest corner of said tract herein described;

THENCE, North, with the east line of Estancia Del Valle Subdivision as per map recorded in Volume 39, Page 147, Hidalgo County Map Records, at a distance of 608.82 feet pass the most easterly northeast corner of said Estancia Del Valle Subdivision, at a distance of 1290.00 feet pass the south right of way line of Pike Boulevard (Mile 8 North Road), and continuing for a total distance of 1320.00 feet to a point for the northwest corner of said tract herein described;

THENCE, East, 751.53 feet, with the north line of said Farm Tract 1036 and the centerline of said Pike Boulevard to a point for the most northerly northeast corner of said tract herein described;

THENCE, South 160.00 feet, with a line that is parallel to the west line of said Farm Tract 1036 to a point for an inside corner of said tract herein described;

THENCE, East, 64.00 feet, with a line that is parallel to the north line of said Farm Tract 1036, to a point for corner of said tract herein described;

THENCE South, 64.00 feet, with a line that is parallel to the west line of said Farm Tract 1036 to a point for an inside corner of said tract herein described;

THENCE, East, with a line that is parallel to the north line of said Farm Tract 1036, at a distance of 163.78 feet pass the west right of way line of said Mile 2 ½ West Road, and continuing for a total distance of 178.78 feet to the POINT OF BEGINNING and containing 28.84 acres of land more or less. Save and except 0.50 of one acre of land described in Document No. 923806, Official Records of Hidalgo County, Texas, and being the east 100.00 feet of the west 118.97 feet of the south 217.80 feet of the north 247.80 feet of the east 30 acres of Farm Tract 1036, leaving 28.34 acres of land more or less.

Surveyed: August 25, 2022

Basis of bearings: cotton picker spindle found for the northeast corner of Farm Tract 1036 and ½-inch iron rod found for the southeast corner of Farm Tract 1036

21223b
10-04-2022



Reynaldo Robles
Reynaldo Robles, R.P.L.S. #4032

Rezone Request

R-1 to R-2

Legend

 3920 E Pike Blvd.

Google Earth



1000 ft

ORDINANCE NO. 2022-45

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 3920 E PIKE. ALSO BEING 28.34 ACRES OUT OF FARM TRACT 1036, WEST AND ADAMS TRACT, HIDALGO COUNTY, TEXAS FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-family dwelling district to R-2 Duplex and Apartment District located at 3920 E Pike. Also being 28.34 acres out of Farm Tract 1036, West and Adams Tract, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 20th day of December 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 3rd day of January 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-6168	
From: REBEKAH DE LA FUENTE			
Subject: Approval on Ordinance 2022-46 to rezone 808 & 812 W 10th St. Also being Lot 6 & 7, Laura Raquel Trejo Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District. and authorize the Mayor to execute any related documents. (First reading held December 20, 2022; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-2 Duplex and Apartment District. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on November 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 appeared in The Monitor on November 21, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created	
City Manager Comments: Approve as recommended by the Planning and Zoning Commission and staff.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any: Rezone-808 & 812 W10th Street- Memo, Petitions against, 808 & 812 W10th Street- Attachments, 808 & 812 W 10th St- Aerial, O2022-46 rezone 808 & 812 W10th Street			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 808 & 812 W 10th Street

DATE: December 13, 2022

The property owner is proposing apartments for this location and will need to accommodate all parking and building requirements for development. The proposed land use is in compliance with the surrounding areas with R-2 apartment and duplex zoned areas to the west and south of this property. Staff has received two letters against this item.

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

Thank you,

Rebekah de la Fuente, CFM

City of Weslaco: Planning Department
255 S. Kansas Ave.
Weslaco, TX 78596

December 6, 2022

ATTENTION:OPPOSITION TO REZONING 808 AND 812 W. 10TH STREET

Planning Department:

Our names are Melinda Garza and Rigoberto Ginez, Jr. of 611 W. 10th Street Weslaco, TX 78596 and we are writing this counsel to express our opposition of the rezoning of 808 and 812 W. 10th St. lots 6 and 7 of Laura Raquel Trejo Subdivision-Hidalgo County, Texas from R-1 single family dwelling to R-2 Duplex and Apartment District.

It has come to our attention that our neighborhood is being considered for rezoning and hope to prevent its change. We purchased our home almost one year ago after living in several apartment districts over a number of years; this knowledge lets us say with great certainty that we do not want our neighborhood to become an Apartment District. Our opposition is due to several factors, including but not limited to: the possible decrease in property values of the surrounding homes, increased traffic, increase in crime and/or noise.

Having lived in apartments in the recent past, we have seen how not every landlord and tenant keep up with the necessary maintenance and are afraid this may happen here, affecting the overall look of the neighborhood-thus affecting property values. If this is the case, interest in the neighborhood will decrease and make selling our homes much more difficult.

Increase in traffic is another concern of ours. As neighbors, we feel that a structure that houses multiple families, and thus numerous vehicles, will negatively affect the flow of traffic on an already busy street, Border Avenue. Increased traffic is seen in the early hours of the morning and afternoon while people are going to work and school, adding more vehicles trying to get in and out of the area could lead to car accidents and traffic congestion. Additionally, if tenants or their guests park on the street this could lead to congestion of the street itself.

Presently, our neighborhood is quiet with little to no crime. We fear this may change with the unknown tenants moving in and out. We saw several break-ins, fires, home invasions, drug use, loud house parties, and prostitution, among many other infractions while living in apartments and worked very hard to leave it.

Our lived experiences have us fearing the decline of our nice residential neighborhood turning into a slum. Not to mention the possible domino effect, one apartment goes up and ten more come up. Please help us to preserve the beauty of our family friendly neighborhood. Thank you so much for your time and consideration.

Sincerely,

Melinda Garza and Rigoberto Ginez, Jr.
melindagarza0405@gmail.com
(956)500-6213

Flor Acuna

From: Kayla A. Arevalo <karevalo@weslacotx.gov>
Sent: Tuesday, December 6, 2022 2:38 PM
To: Rebekah M. De La Fuente; Flor Acuna
Subject: FW: 808 & 812 w 10th ST Rezone Request

Please see below letter against the rezone.

From: Orfelinda Martinez <omtz0909@gmail.com>
Sent: Tuesday, December 6, 2022 2:01 PM
To: Kayla A. Arevalo <karevalo@weslacotx.gov>
Subject: Rezone Request

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

To whom it may concern:

My name is
Orfelinda Martinez
804 W 10th St
Weslaco, TX
956-373-8009
omtz0909@gmail.com

The reason for me sending this email is because I don't approve of this duplex apartment being built in this area next to my house.

I feel that there will be too much traffic in and out. Also people that we don't know. I live by myself and I don't feel safe when coming home especially at nights if this apartment are built next to my house.

Thank you,
Orfelinda Martinez



APPLICATION FOR REZONING

RZNE-000342-2022 Lot 6

RZNE-000343-2022 Lot 7
FILE NO. _____

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

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 6 (PROPERTY 701938) & 7 (PROPERTY 701939) Block _____

Subdivision Name LAURA RAQUEL TREJO

Street Address LOT 6: 808 W 10th St / LOT 7: 812 W 10th St

Existing Zoning ONE FAMILY RESIDENTIAL Existing Land Use R-1 ONE FAMILY DWELLING DISTRICT

Proposed Zoning MULTI-FAMILY Proposed Land Use MULTI FAMILY (FOUR PLEX)

_____ \$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 AVILES WILFREDO A & CRISTELA V Phone (956) 373-1333

Address 2600 WILDWOOD DR Fax: _____

City WESLACO State TX Zip Code 78596 E-Mail: avileswdl@gmail.com

OWNER

Name AVILES WILFREDO A & CRISTELA V Phone (956) 373-1333

Address 2600 WILDWOOD DR Fax: _____

City WESLACO State TX Zip Code 78596 E-Mail: avileswo1@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 9-6-20-22
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 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

November 18, 2022

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, December 7, 2022, and the City Commission will hold a public hearing on December 20, 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 December 7, 2022. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

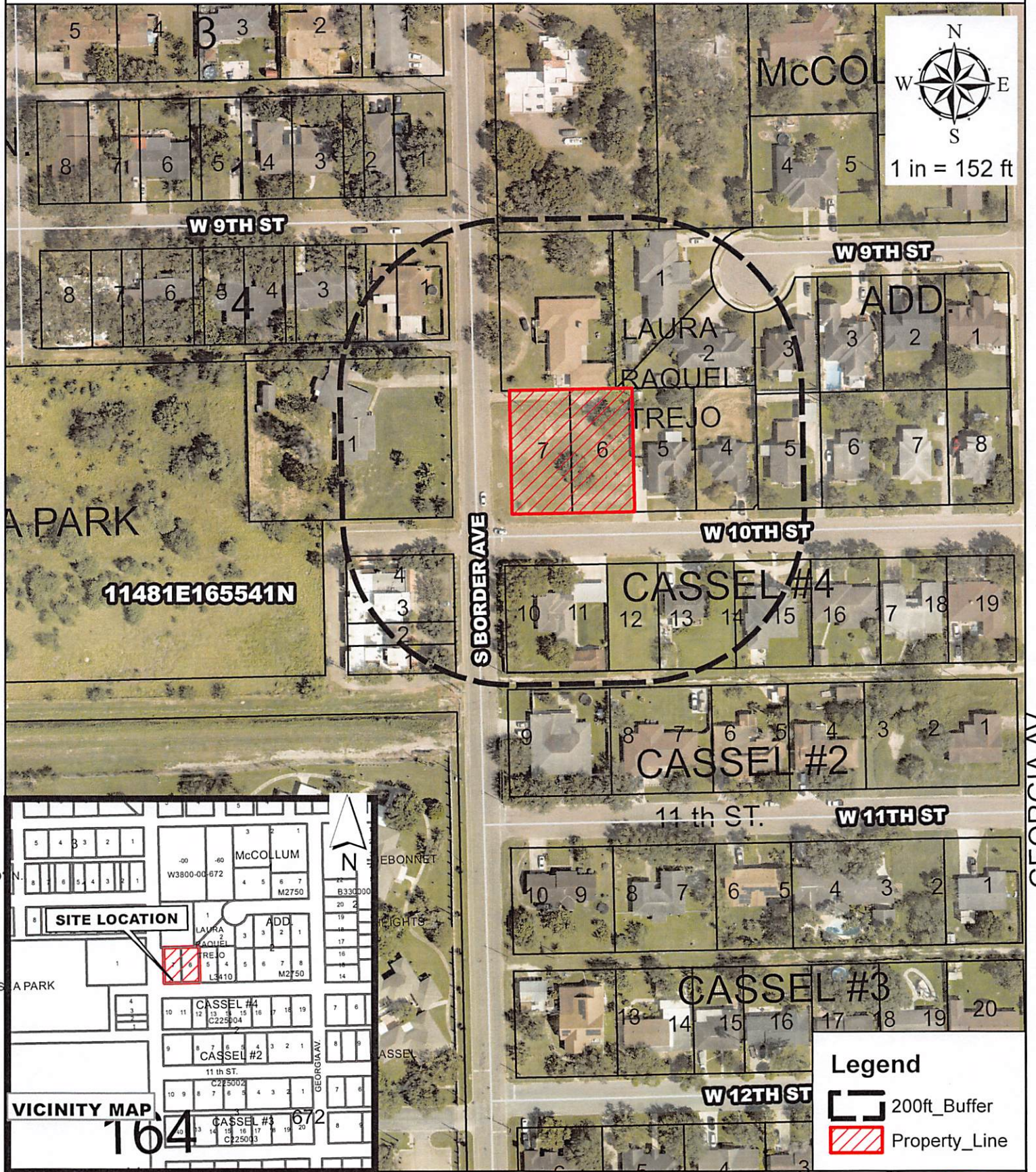
Wilfredo & Cristela Aviles is requesting to rezone 808 & 812 W 10th St. Also being lot 6 & 7, Laura Raquel Trejo Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District.

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

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

Sincerely,

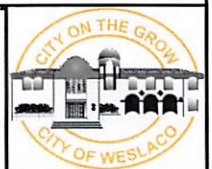
Rebekah de la Fuente, CFM
Planning Director



Wilfredo & Cristela Aviles
808 & 812 W 10th ST
Lot 6 & 7
Laura Raquel Trejo

Purpose for the Rezone Request

Existing zoning:	R-1
Existing land use:	Vacant Land
Prop Zone:	R-2



NOV 11, 2022

LOERA MARIA THERESA ✓ 619 W 10TH ST WESLACO TX 78596	C2250-04-002-0010-00 CASSEL UT 4 LOTS 10 & 11 BLK 2 619 W 10TH ST	L: 48000 B: 69467
CARRILLO EUDENIA A & JUAN E ✓ ENRIQUE L CARRILLO 3220 S BRIDGE AVE WESLACO TX 78596	C2250-04-002-0012-00 CASSEL UT 4 LOT 12 BLK 2 615 W 10TH ST	L: 24000 B: 0
PEMELTON BILLY BOB & MARY E ✓ 613 W 10TH ST WESLACO TX 78596	C2250-04-002-0013-00 CASSEL UT 4 LOT 13 & W1/2 LOT 14 BLK 2 613 W 10TH ST	L: 36000 B: 79731
GINEZ RIGOBERTO JR & MELINDA ✓ 611 W 10TH ST WESLACO TX 78596	C2250-04-002-0015-00 CASSEL UT 4 E1/2 LOT 14 & ALL LOT 15 611 W 10TH ST	L: 36000 B: 182525
HOLMES DON ED ✓ PO BOX 170 WESLACO TX 78599	C4130-00-000-0001-00 CHELSEA PARK LOT 1 1006 S BORDER AVE	L: 12169 B: 116353
MENDOZA ISAAC QUINTON ✓ 1920 W ROOSEVELT ST WESLACO TX 78599	C4130-00-000-0002-00 CHELSEA PARK LOT 2 1004 S BORDER AVE	L: 9650 B: 87516
HOLMES DON ED & SAN JUANITA ✓ PO BOX 170 WESLACO TX 78599	C4130-00-000-0003-00 CHELSEA PARK LOT 3 0 BORDER AVE	L: 30508 B: 128012
ESQUIVEL SANDRA MD ✓ 2105 S WESTGATE DR WESLACO TX 78596	C4300-00-004-0001-00 CHRISTINE ADDITION LOT 1 & E36' LOT 2 901 W 9TH ST	L: 35712 B: 136120
GARZA RICARDO ✓ 905 W 9TH ST WESLACO TX 78596	C4300-00-004-0002-00 CHRISTINE ADDITION W24' LOT 2 ALL T 4 BLK 4 905 W 9TH ST	L: 35712 B: 114852
RANA RIZWANA N & AMIR A ✓ 805 W 9TH ST WESLACO TX 78596	L3410-00-000-0001-00 LAURA RAQUEL TREJO LOT 1 805 W 9TH ST	L: 48012 B: 280663
PENA SARITA ✓ 801 W 9TH ST WESLACO TX 78596	L3410-00-000-0002-00 LAURA RAQUEL TREJO LOT 2 0 W 9TH ST	L: 36030 B: 219249
PHILLIPS GREGORY K & DALIA ✓ 711 W 9TH ST WESLACO TX 78596	L3410-00-000-0003-00 LAURA RAQUEL TREJO LOT 3 711 W 9TH ST	L: 30258 B: 169527

NOV 11, 2022

RODRIGUEZ BRENDA M & RENE P & ✓ 800 W 10TH ST WESLACO TX 78596	L3410-00-000-0004-00 LAURA RAQUEL TREJO LOT 4 800 W 10TH ST	L: 37048 B: 121296
MARTINEZ ORFELINDA ✓ 804 W 10TH ST WESLACO TX 78596	L3410-00-000-0005-00 LAURA RAQUEL TREJO LOT 5 804 W 10TH ST	L: 37048 B: 136233
AVILES WILFREDO A & CRISTELA V ✓ 2600 WILDWOOD DR WESLACO TX 78596	L3410-00-000-0006-00 LAURA RAQUEL TREJO LOT 6 808 W 10TH ST	L: 37048 B: 0
AVILES WILFREDO A & CRISTELA V ✓ 2600 WILDWOOD DR WESLACO TX 78596	L3410-00-000-0007-00 LAURA RAQUEL TREJO LOT 7 812 W 10TH ST	L: 36033 B: 0
RUSH TRANSPORTATION LLC ✓ 1008 E PECAN BLVD BLDG D STE 256 MCALLEN, TX 78501	M2750-00-002-0005-00 MCCOLLUM BLK 2 LT 5 706 E 10TH ST	L: 33919 B: 42028
AZUA ADAM ✓ 906 S BORDER AVE WESLACO TX 78596	W3800-00-670-0000-00 WEST TRACT W240'- E270'- S198'- N632' C GR 1.04AC NET 906 S BORDER AVE	L: 113255 B: 225375
TODD RAYMOND L & LYNDAL ✓ 729 W 8TH ST WESLACO TX 78596	W3800-00-672-0000-00 WEST TRACT W55'-N300' LOT 3 & N300' 729 W 8TH ST	L: 114127 B: 211362
GREEN VALLEY FOUNDATION INC ✓ DBA ANGELS OF LOVE 4305 N 10TH ST STE G MCALLEN TX 78504	W3800-00-672-0000-20 WEST TRACT FT 672 LT 4 N 185'- S 360' 903 S BORDER AVE	L: 62073 B: 182888
GARZA CARLOS JAIME ✓ 703 W 8TH ST WESLACO TX 78596	W3800-00-672-0000-60 WEST TRACT FT 672 N300'-E110' LOT 3 703 W 8TH ST	L: 75141 B: 99887

2022 TAX STATEMENT



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

Certified Owner:

AVILES WILFREDO A & CRISTELA V
2600 WILDWOOD DR
WESLACO, TX 78596-3442

Legal Description:

LAURA RAQUEL TREJO LOT 6

Account No: L3410-00-000-0006-00

Appr. Dist. No.: 701938

Legal Acres: .0000

Parcel Address: W 10TH ST

As of Date: 11/02/2022

Print Date: 11/02/2022

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value	
Land	Improvement							
	\$37,048	\$0	\$37,048	\$37,048	\$0	\$0	\$0	\$37,048
Taxing Unit		Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax	
			Code	Amount				
HIDALGO COUNTY		\$37,048		\$0.00	\$37,048	0.5750000	\$213.03	
DRAINAGE DIST #1		\$37,048		\$0.00	\$37,048	0.1179000	\$43.68	
CITY OF WESLACO		\$37,048		\$0.00	\$37,048	0.6967000	\$258.11	
WESLACO ISD		\$37,048		\$0.00	\$37,048	0.9593000	\$355.40	
SOUTH TEXAS ISD		\$37,048		\$0.00	\$37,048	0.0492000	\$18.23	
SOUTH TEXAS COLLEGE		\$37,048		\$0.00	\$37,048	0.1615000	\$59.83	

Total Tax: \$948.28

Total Tax Paid to date: \$0.00

Total Tax Remaining: \$948.28

Exemptions:

AMOUNT DUE IF PAID BY:

11/30/2022 0%	01/02/2023 0%	01/31/2023 0%	02/28/2023 7%	03/31/2023 9%	05/01/2023 11%
\$948.28	\$948.28	\$948.28	\$1,014.67	\$1,033.62	\$1,052.58
05/11/2023 13%	06/30/2023 15%	07/31/2023 18 + up to 15%	08/31/2023 19 + up to 15%	10/02/2023 20 + up to 15%	10/31/2023 21 + up to 15%
\$1,071.55	\$1,090.51	\$1,286.83	\$1,297.73	\$1,308.64	\$1,319.53

School Information:

WESLACO ISD 2022 M&O .92330000 I&S .03600000 Total .95930000 2021 M&O .94070000 I&S .04000000 Total .98070000

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

4.1.74



Print Date: 11/02/2022

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

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



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L3410-00-000-0006-00

AVILES WILFREDO A & CRISTELA V
2600 WILDWOOD DR
WESLACO, TX 78596-3442

AMOUNT PAID:

\$ _____

00007019380000094828

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:

AVILES WILFREDO A & CRISTELA V
2600 WILDWOOD DR
WESLACO, TX 78596-3442

Legal Description:

LAURA RAQUEL TREJO LOT 6

Account No: L3410-00-000-0006-00

2022 Value: \$37,048
Appr. Dist. No.: 701938

Legal Acres: .0000

Parcel Address: W 10TH ST

As of Date: 11/02/2022

Print Date: 11/02/2022 **Printed By:** ACT_INQ

Year	Tax Units	Remaining Levy	IF PAID BY November 30, 2022		IF PAID BY January 2, 2023		IF PAID BY January 31, 2023	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total

Tax Unit Codes:

VISIT OUR WEBSITE TO PAY ONLINE OR INQUIRE ON YOUR PROPERTY AT WWW.HIDALGOCOUNTYTAX.ORG

IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE TAX COLLECTOR FOR THE HIDALGO COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR THE HIDALGO COUNTY TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

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



31.1.50

Print Date: 11/02/2022

Appr. Dist. No.: 701938

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

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



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L3410-00-000-0006-00

AVILES WILFREDO A & CRISTELA V
2600 WILDWOOD DR
WESLACO, TX 78596-3442

\$ _____

00007019380000000000

(Use ZIP + 4)

2022 TAX STATEMENT



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

Certified Owner:

AVILES WILFREDO A & CRISTELA V
2600 WILDWOOD DR
WESLACO, TX 78596-3442

Legal Description:

LAURA RAQUEL TREJO LOT 7

Account No: L3410-00-000-0007-00

Appr. Dist. No.: 701939

Legal Acres: .0000

Parcel Address: W 10TH ST

As of Date: 11/02/2022

Print Date: 11/02/2022

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value	
Land	Improvement							
	\$36,033	\$0	\$36,033	\$36,033	\$0	\$0	\$0	\$36,033
Taxing Unit		Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax	
			Code	Amount				
HIDALGO COUNTY		\$36,033		\$0.00	\$36,033	0.5750000	\$207.19	
DRAINAGE DIST #1		\$36,033		\$0.00	\$36,033	0.1179000	\$42.48	
CITY OF WESLACO		\$36,033		\$0.00	\$36,033	0.6967000	\$251.04	
WESLACO ISD		\$36,033		\$0.00	\$36,033	0.9593000	\$345.66	
SOUTH TEXAS ISD		\$36,033		\$0.00	\$36,033	0.0492000	\$17.73	
SOUTH TEXAS COLLEGE		\$36,033		\$0.00	\$36,033	0.1615000	\$58.19	

Total Tax: \$922.29

Total Tax Paid to date: \$0.00

Total Tax Remaining: \$922.29

Exemptions:

AMOUNT DUE IF PAID BY:

11/30/2022 0%	01/02/2023 0%	01/31/2023 0%	02/28/2023 7%	03/31/2023 9%	05/01/2023 11%
\$922.29	\$922.29	\$922.29	\$986.84	\$1,005.30	\$1,023.73
05/31/2023 13%	06/30/2023 15%	07/31/2023 18 + up to 15%	08/31/2023 19 + up to 15%	10/02/2023 20 + up to 15%	10/31/2023 21 + up to 15%
\$1,042.18	\$1,060.64	\$1,251.54	\$1,262.17	\$1,272.77	\$1,283.37

School Information:

WESLACO ISD 2022 M&O .92330000 I&S .03600000 Total .95930000 2021 M&O .94070000 I&S .04000000 Total .98070000

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

4.1.74



Print Date: 11/02/2022

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

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



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L3410-00-000-0007-00

AVILES WILFREDO A & CRISTELA V
2600 WILDWOOD DR
WESLACO, TX 78596-3442

AMOUNT PAID:

\$ _____

00007019390000092229

DELINQUENT TAX STATEMENT SUMMARY



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

Certified Owner:

AVILES WILFREDO A & CRISTELA V
2600 WILDWOOD DR
WESLACO, TX 78596-3442

Legal Description:

LAURA RAQUEL TREJO LOT 7

Account No: L3410-00-000-0007-00

2022 Value: \$36,033
Appr. Dist. No.: 701939

Legal Acres: .0000

Parcel Address: W 10TH ST

As of Date: 11/02/2022

Print Date: 11/02/2022 Printed By: ACT_INQ

Year	Tax Units	Remaining Levy	IF PAID BY November 30, 2022		IF PAID BY January 2, 2023		IF PAID BY January 31, 2023	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total

Tax Unit Codes:

VISIT OUR WEBSITE TO PAY ONLINE OR INQUIRE ON YOUR PROPERTY AT WWW.HIDALGOCOUNTYTAX.ORG

IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE TAX COLLECTOR FOR THE HIDALGO COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR THE HIDALGO COUNTY TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

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



Print Date: 11/02/2022

Appr. Dist. No.: 701939

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

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



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L3410-00-000-0007-00

AVILES WILFREDO A & CRISTELA V
2600 WILDWOOD DR
WESLACO, TX 78596-3442

\$ _____

00007019390000000000

(Use ZIP + 4)

Rezone Request

R-1 to R-2

Legend

 808 & 812 W 10th St.

Google Earth

400 ft



ORDINANCE NO. 2022-46

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 808 & 812 W 10TH ST. ALSO BEING LOT 6 & 7, LAURA RAQUEL TREJO SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-family dwelling district to R-2 Duplex and Apartment District located at 808 & 812 W 10th St. Also being Lot 6 & 7, Laura Raquel Trejo 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 20th day of December 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 3rd day of January 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-6169	
From: REBEKAH DE LA FUENTE			
Subject: Approval on Ordinance 2022-48 amending ordinance 2021-41 to increase a 10- foot utility easement along the Westside of lot C-1 Re-Plat of Apostolic Church Subdivision to a 15-foot utility easement along the Westside of lot C-1 Re-Plat of Apostolic Church Subdivision and authorize the Mayor to execute any related documents. (First reading held December 20, 2022; staffed by Planning & Code Enforcement Department.)			
Background: The applicant has previously been approved for reduction to a 10-foot utility easement along the Westside property line. However, the utilities division has discovered that there is an existing 8" sanitary sewer line located 12 feet from the Westside property line that was not previously on their maps. The applicant and utility division are now requesting that the easement be increased to 15 feet in order to maintain proper clearance should the line require maintenance.			
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: City Commission approved a reduction to a ten-foot utility easement at their regular meeting of November 2, 2021.			
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	
City Manager Comments: Approve as recommended by the Planning and Code Enforcement Department.			
Staff Recommendation: Staff recommends approval of the easement dedication			
Attachments, if any: Memo increasing Easement, O2022-48 increasing easement- Lot 1, Replat C-1 Apostolic Church			
Responsibilities upon Approval: City attorney will prepare recording document and staff will advise applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Increasing Utility Easement

DATE: December 13, 2022

The applicant has previously been approved for reduction to a 10-foot utility easement along the Westside property line. However, the utilities division has discovered that there is an existing 8" sanitary sewer line located 12 feet from the Westside property line that was not previously on their maps. The applicant and utility division are now requesting that the easement be increased to 15 feet in order to maintain proper clearance should the line require maintenance.

Thank you,

Rebekah de la Fuente, CFM

ORDINANCE NO. 2022-48

AN ORDINANCE INCREASING THE SIZE OF 10-FOOT UTILITY EASEMENT ALONG THE WESTSIDE OF LOT C-1 RE-PLAT OF APOSTOLIC ASSEMBLY CHURCH SUBDIVISION, HIDALGO COUNTY, TEXAS, TO A 15 FOOT UTILITY EASEMENT ALONG THE WESTSIDE AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I. Increasing the size of 10-foot utility easement along the westside of Lot C-1 Re-Plat of Apostolic Assembly Church Subdivision, Hidalgo County, Texas, to a 15-foot utility easement along the westside

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 20th day of December 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 3rd day of January 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-6174	
From:			
Subject: Approval to submit an application to the US DOT RAISE Grant program for the creation of an Airport Masterplan in the amount of \$250,000 with NO MATCH REQUIRED and NO RECURRING FEES and authorize the Mayor to execute any related documents. (Staffed by Airport/Grant Writer.)			
Background: On Thursday December 14th, the US Department of Transportation released the 2023 Rebuilding American Infrastructure with Sustainability and Equity Grant otherwise known as the RAISE Grant Program application Notice of Funding Opportunity (NOFO). Applications are due by 11:59PM EST on February 28th, 2023.			
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):			
Maggie Perez Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the Aviation Director.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

January 3, 2022
U.S. Department of Transportation
c/o Secretary Pete Buttigieg
Office of the Secretary of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Subject: Mid Valley Airport Master Plan 2025-2035

Dear Secretary Buttigieg,

We are pleased to submit our project proposal to the FY 2023 National Infrastructure Investments opportunity, with opportunity number DTOS59-23-RA-RAISE. The outcome of the project is to create a Master Plan for the Mid Valley Airport that will be in place for 2025-2035. It will oversee key elements to be covered such as safety, environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness and opportunity, state of good repair, partnership and collaboration, and innovation.

The Mid Valley Airport Master Plan 2025-2035 has a total cost of \$250,000. Of this amount, no match is required as the area is designated as a rural and historically disadvantaged community as defined in Section C.3.ii of the Notice of Funding Opportunity.

The City of Weslaco greatly appreciates this opportunity to submit our project for funding. Thank you for your thoughtful consideration to support safety and quality of life initiatives in a border region that has largely been under-funded and under-represented on the federal level.

Thank you,

David Suarez
Mayor
City of Weslaco



Standardized Agenda Request Form

Date of Meeting: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-6180	
From:			
Subject: Approval on renewal of the lease agreement with I Theatre, Inc. for the use of the Tower Theatre and Tower House effective January 1, 2023 - December 31, 2023 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ OMAR RODRIGUEZ Martin Garza		Created	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			

THE STATE OF TEXAS

*

*

COUNTY OF HIDALGO

*

LEASE AGREEMENT

*

CITY OF WESLACO

*

THIS LEASE AGREEMENT is entered on this _____ day of _____ 2023 between the CITY OF WESLACO, a Home Rule municipal corporation, hereinafter called LESSOR, and the I Theatre, Inc. hereinafter called LESSEE,

ARTICLE I

LOCATION AND PURPOSE

- 1.01 LESSOR leases to LESSEE the property and improvements known as the Tower Theatre Building located at 120 South Kansas, and the Tower House, located at 112 East Second Street, both locations being in the City of Weslaco, Hidalgo County, Texas (Leased Premises).
- 1.02 The leased premises are to be used only to provide theatrical and musical productions, lectures, solo musical performances and other related educational and entertainment activities to the general public.

ARTICLE II

TERMS

- 2.01 The term of this lease shall commence January 1, 2023 and shall terminate on December 31, 2023.
- 2.03 LESSEE shall have the right to renew and extend this lease agreement on the same terms and conditions for an additional twelve (12) month term beginning on the 1st day of January 2024 provided LESSEE gives LESSOR thirty (30) days prior notice of its intent to renew this lease agreement.

- 2.04 Both parties must provide notice of its intent to terminate this lease in writing at least thirty (30) days prior to the termination of this lease. LESSOR may terminate this lease at any time without cause by providing thirty (30) day written notice of termination.

ARTICLE III
NATURE OF ACTIVITIES

- 3.01 The I Theatre, Inc. agrees to present theatrical productions, cultural enrichment and youth theatrical programming during the term of this agreement.
- 3.02 LESSEE shall be allowed to charge a reasonable admission fee for productions, sell refreshments, and organize other fund raising projects for the express purpose of providing activities in accordance with this agreement.

ARTICLE IV
IMPROVEMENTS TO LEASE PREMISES

- 4.01 Any permanent improvements made to or furnished by the LESSEE on the lease premises shall belong to LESSOR upon expiration of this lease or any extension hereof.
- 4.02 LESSEE may not paint the interior or exterior of the lease premises or make alterations which might adversely affect the exterior of the lease premises. No alterations shall be made, nor permanent signs erected on the lease premises without the advance written consent of the LESSOR.
- 4.03 LESSEE shall accept possession of the lease premises and equipment AS IS.

ARTICLE V

INSURANCE

- 5.01 LESSOR shall insure the lease premises against fire, accident or natural disaster. In the event the lease premises are destroyed or damaged by fire, accident or natural disaster or shall be rendered unfit for use, LESSOR shall make diligent effort to restore the lease premises for use by LESSEE. If the lease premises are unfit for use this contract shall be mutually renegotiated and/or terminated at LESSORS discretion.

- 5.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon tort which occurs on the lease premises, caused by LESSEE its agents, employees or licensees. LESSEE further agrees that LESSOR shall not become obligated to pay any damages to any third party because of any accident or other loss caused by the negligence of LESSEE or any of its employees, agents or licensees. LESSEE will reimburse LESSOR for the amount of LESSOR'S actual payments in damages and expenses incurred as a result of LESSEE'S actions.
- 5.03 During the term of this lease LESSEE shall maintain liability insurance to protect LESSOR from any third party claim that may arise as a result of injuries or damages of any type caused to any person on the lease premises. The limits of this policy shall be no less than \$100,000.00 liability per each person and \$1,000,000.00 aggregate. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at the time of execution of this agreement and said policy must name LESSOR as an additional insured.

ARTICLE VI

UTILITIES

- 6.01 LESSOR shall pay charges for water, sewer, electricity and garbage/ trash pick-up service. LESSEE shall promptly pay for any and all long distance telephone charges. All utilities currently installed and/or connected to the lease premises prior to the date LESSEE takes possession shall be paid by the LESSOR. All utilities installed or connected after LESSEE takes possession of the lease premises shall be paid by the LESSEE.

ARTICLE VII

MAINTENANCE OF PREMISES

- 7.01 LESSOR agrees to maintain the roof, external building structure, interior walls and floors, plumbing, air-conditioning, heating, lamps, chairs, risers, and grounds surrounding the lease premises in suitable conditions for its agreed upon use. LESSOR shall have the right to make any repairs to the lease premises as needed.
- 7.02 LESSOR agrees to provide basic janitorial services and supplies and office supplies to LESSEE as may be needed.

ARTICLE VIII

SUBLEASE AND ASSIGNMENT

- 8.01 The LESSEE shall not sublet or assign the lease premises or any part thereof to a third party without the prior written consent of the LESSOR. LESSEE may allow other individuals and organizations to use the premises under the supervision of LESSEE and with LESSOR'S prior written consent provided the use is consistent with the terms of this agreement.

ARTICLE IX

MISCELLANEOUS

- 9.01 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.
- 9.02 This agreement shall be constructed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are to be performed in Hidalgo County, Texas.
- 9.03 In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions of this agreement.
- 9.04 LESSEE shall not discriminate against any employee, applicant for employment or visitor because of race, religion, age, disability, sex or national origin.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and their corporate seals affixed hereto on this _____ day of _____ 2023.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

ATTEST:

Norma Cantu, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

**I Theatre, Inc.
1002 W 8th Avenue
Weslaco, TX 78596-6710**

BY:

Steve Urbina
PRESIDENT, I THEATRE, Inc.

Kara Urbina
SECRETARY, ITHEATRE



Standardized Agenda Request Form

Date of Meeting: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-6181	
From: ROBERT LOPEZ			
Subject: Approval to accept and ratify the FY23 Bullet-resistant Shield Grant #4611001 for the amount of \$228,423.60 with NO MATCH and NO RECURRING fees to purchase bullet-resistant shields and authorize the Mayor to execute any related documents (staffed by Police Department.)			
Background: The Bullet-Resistant Shield Grant Program equips law enforcement officers at risk of shootings with bullet-resistant shields.			
Funding Source (budget code, if applicable): FY23 Bullet-Resistant Shield			
Amount: \$228,423.60		Term of Impact: 12 months	Identified in Current Budget: No
Additional Action Prompted: Budget Amendment			
If item previously considered, provide date and action by Commission: On 09/20/2022, resolution 2022-48 was approved and signed by Mayor David Suarez accepting application to this grant.			
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		Created/Initiated	
ROBERT LOPEZ		Approved	
Martin Garza		New	
City Manager Comments:			
Staff Recommendation: Recommend Approval			
Attachments, if any: R2022-48 FY23 Bullet Resistant Shield Grant Program, PSO-SOGA_CongratulatoryLetter_2021-09-01-6 Ballistic Shield, Bullet-Resistant Shield SOGA			
Responsibilities upon Approval:			

RESOLUTION NO. 2022-48

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the FY23 Bullet Resistant Shield Grant Program be operated for 2022 through 2023; and

WHEREAS, The City of Weslaco agrees to provide applicable matching funds for the said project as required by the Office of the Governor - FY23 Bullet Resistant Shield 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.

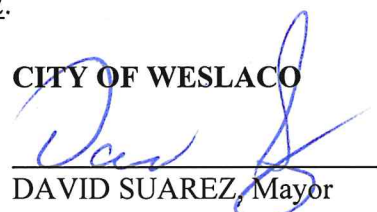
WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for FY23 Bullet Resistant Shield Grant Program to the Office of the Governor.

Grant Number: 4611001

APPROVED AND ADOPTED by the City Commission of the City of Weslaco, Texas at a regular meeting held on the 20th day of September 2022.

CITY OF WESLACO



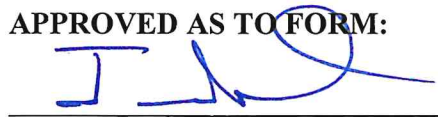
DAVID SUAREZ, Mayor

ATTEST:



NORMA A. CANTU, City Secretary

APPROVED AS TO FORM:



JUAN E. GONZALEZ, City Attorney



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

A handwritten signature in blue ink that reads "Aimee Snoddy".

Aimee Snoddy
Executive Director
Public Safety Office

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:	4611001	Award Amount:	\$228,423.60
Date Awarded:	12/20/2022	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:	SH-Bullet-Resistant Shield Grant Program	Total Project Cost:	\$228,423.60
Grantee Name:	Weslaco, City of		
Project Title:	Weslaco Bullet-Resistant Shield Grant Program		
Grant Manager:	Shayla Smothers		
Unique Entity Identifier (UEI):	GJMZDZZAN4J3		
CFDA:	N/A		
Federal Awarding Agency:	NA		
Federal Award Date:	N/A - State Funds		
Federal/State Award ID Number:	2023-SH-ST-0000		
Total Federal Award/State Funds Appropriated:	\$50,000,000.00		
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)		
Is the Award R&D:	No		
Federal/State Award Description:	This purpose of this funding is to equip peace officers with bullet-resistant shields.		



Standardized Agenda Request Form

Date of Meeting: January 3, 2023	Agenda Item No. (to be assigned by CSO): 2022-6160	
From:		
Subject: Discussion and consideration to approve all city advisory boards and the members as selected and appointed by each elected official and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA ADELAIDA VEGA Martin Garza		Created
City Manager Comments: Approve the board list as presented.		
Staff Recommendation:		
Attachments, if any: BOARDS WITH COMMISSION APPOINTEES WITH EXPIRATION DATES revised Dec 30 2022		
Responsibilities upon Approval:		

CITY OF WESLACO
LIST OF BOARD APPOINTEES

Seven Member Boards					
Elected Official	Appointed on	Board	First Name Last Name		Expiration
Mayor David Suarez		Ambulance Advisory Board	Vacant		12/28/2021
At-Large Greg Kerr		Ambulance Advisory Board	Vacant		03/15/2022
At-Large Israel Gonzalez, Jr.		Ambulance Advisory Board	Annette	Valadez	12/20/2022
District 1 Josh Pedraza		Ambulance Advisory Board	George	Guerra	03/20/2023
District 2 Letty Lopez		Ambulance Advisory Board	Sandra	Esquivel	05/06/2023
District 3 JP Rodriguez		Ambulance Advisory Board	Ted	Walensky	02/07/2024
District 4 Adrian Farias		Ambulance Advisory Board	Sergio	Lozano, DDS	02/16/2024

At-Large Israel Gonzalez, Jr.	Leo Muñoz 8-16-22	Board Of Adjustments & Appeals To The Building Codes	Fidencio	Alvarado	08/16/2026
	Mayor Suarez 8-16-22	Board Of Adjustments & Appeals To The Building Codes	Lonnie	Berry	08/16/2026
	Greg Kerr 8-16-22	Board Of Adjustments & Appeals To The Building Codes	Noe	Villarreal	08/16/2026
	Josh Pedraza 11-01-22	Board Of Adjustments & Appeals To The Building Codes	Nicholas	Carranza	11/01/2026
	JP Rodriguez 11-01-22	Board Of Adjustments & Appeals To The Building Codes	Clemente	Del Campo	11/01/2026
	Letty Lopez 11-01-22	Board Of Adjustments & Appeals To The Building Codes	Pablo	Pena	11/01/2026
District 4 Adrian Farias		Board Of Adjustments & Appeals To The Building Codes	Vacant		11/15/2026

Mayor Suarez		Citizens Drainage Advisory Board	Vacant		
At-Large Greg Kerr		Citizens Drainage Advisory Board	David	Morales	07/25/2022
At-Large Israel Gonzalez, Jr.		Citizens Drainage Advisory Board	Erik	Ramirez	07/25/2022
District 1 Josh Pedraza		Citizens Drainage Advisory Board	Annette	Valadez	07/25/2022
District 2 Letty Lopez		Citizens Drainage Advisory Board	Mark	Garza	07/23/2023
District 3 JP Rodriguez		Citizens Drainage Advisory Board	Randy	Hall	07/25/2023
District 4 Adrian Farias		Citizens Drainage Advisory Board	Sandra	Reyna	07/25/2024

At-Large Greg Kerr		Economic Development Corporation of Weslaco	Sonjia	De la Fuente	12/02/2022
At-Large Israel Gonzalez, Jr.		Economic Development Corporation of Weslaco	Fred	Perez	12/02/2022
District 1 Josh Pedraza		Economic Development Corporation of Weslaco	Juan Jose	Serrano, Jr.	12/02/2022
District 2 Letty Lopez		Economic Development Corporation of Weslaco	Sandra	Charlton	12/02/2023
District 3 JP Rodriguez		Economic Development Corporation of Weslaco	Jerry	Gonzalez	12/02/2023
District 4 Adrian Farias		Economic Development Corporation of Weslaco	Benita	Valadez	12/02/2024
	Mayor Suarez 7/05/22	Economic Development Corporation of Weslaco	Joe	Olivarez	07/05/2025

Mayor Suarez		Hotel Occupancy Tax Advisory Committee	Nancy	Sanchez	04/07/2020
At-Large Israel Gonzalez Jr		Hotel Occupancy Tax Advisory Committee	Omar	Rodriguez	04/07/2021
District 1 Josh Pedraza		Hotel Occupancy Tax Advisory Committee	Sergio	Lozano	04/07/2023
	JP Rodriguez 8/16/22	Hotel Occupancy Tax Advisory Committee	Rafael	Caballero, Jr.	08/16/2025
	Adrian Farias 8/16/22	Hotel Occupancy Tax Advisory Committee	Israel	Maldonado	08/16/2025
	Greg Kerr 8/16/22	Hotel Occupancy Tax Advisory Committee	Robert	Palomares	08/16/2025
	Letty Lopez 8/16/22	Hotel Occupancy Tax Advisory Committee	Ruben	Villanueva	08/16/2025

At Large Greg Kerr		Parks & Recreation Advisory Board	Caleb Joseph	Cavazos	08/01/2023
	Mayor Suarez 8/02/22	Parks & Recreation Advisory Board	Robert	Ordaz	08/01/2023
District 3 JP Rodriguez		Parks & Recreation Advisory Board	Carla	McCaleb	08/01/2024
	Letty Lopez 8/02/22	Parks & Recreation Advisory Board	Jose	Calderon	08/01/2025
District 4 Adrian Farias		Parks & Recreation Advisory Board	Johnny	Cavazos	08/01/2025
	Josh Pedraza 8/02/22	Parks & Recreation Advisory Board	Alvaro	Ibarra	08/01/2025
At-Large Israel Gonzalez, Jr.	Leo Muñoz 8/02/22	Parks & Recreation Advisory Board	Nina	Torkelson, M.D.	08/01/2025

Seven Member Boards					
Elected Official	Appointed on	Board	First Name Last Name		Expiration
Mayor David Suarez		Planning & Zoning Commission	Lonnie	Berry	12/17/2022
At Large Greg Kerr		Planning & Zoning Commission	Jim	Forward	12/17/2022
At-Large Israel Gonzalez, Jr.		Planning & Zoning Commission	David	Hernandez	04/02/2023
District 1 Josh Pedraza		Planning & Zoning Commission	Randy	Summers	07/06/2023
District 2 Letty Lopez		Planning & Zoning Commission	Miles	Bullion	12/17/2023
District 3 JP Rodriguez		Planning & Zoning Commission	Adrian	Torres	12/17/2024
District 4 Adrian Farias		Planning & Zoning Commission	Juan Jose	Trevino	12/17/2024

Mayor David Suarez		TOWER OF HONOR - SECRETARY	Linda	Calderon	01/01/2023
At-Large Greg Kerr		TOWER OF HONOR	Mario	Ybarra, Jr.	01/01/2023
At-Large Israel Gonzalez, Jr.		TOWER OF HONOR - CHAIRMAN	Elda	Arriaga	01/01/2024
District 1 Josh Pedraza		TOWER OF HONOR	Marie A.	Cruz	01/01/2024
District 2 Letty Lopez		TOWER OF HONOR	Dora	Hernandez	01/01/2024
District 3 JP Rodriguez		TOWER OF HONOR	Virginia	Lozano	01/01/2024
District 4 Adrian Farias		TOWER OF HONOR - VICE-CHAIR	Melissa	Rodriguez	01/01/2024

Mayor David Suarez		Weslaco Mid-Valley Airport Committee	Raul	Cabaza	06/08/2023
At-Large Greg Kerr		Weslaco Mid-Valley Airport Committee	Art E.	Beckwith	06/08/2024
At-Large Israel Gonzalez, Jr.		Weslaco Mid-Valley Airport Committee	Don Ed	Holmes	06/08/2024
District 3 JP Rodriguez		Weslaco Mid-Valley Airport Committee	Bud	Payne	06/08/2024
	Letty Lopez 7/19/22	Weslaco Mid-Valley Airport Committee	Terry	Barbee	07/05/2025
	Adrian Farias 8/02/22	Weslaco Mid-Valley Airport Committee	Armando	Martinez	07/05/2025
	Josh Pedraza 7/19/22	Weslaco Mid-Valley Airport Committee	Randall L.	Summers	07/05/2025

District 1 Josh Pedraza		Weslaco Recycling Task Force	Vacant		03/21/2022
District 2 Letty Lopez		Weslaco Recycling Task Force	Lainey	Garcia	03/21/2022
	Adrian Farias 9/20/22	Weslaco Recycling Task Force	Michelle	Adams	09/20/2024
At-Large Israel Gonzalez, Jr.	Leo Muñoz 9/20/22	Weslaco Recycling Task Force	Ignacio H.	Cavazos	09/20/2024
	Mayor Suarez 9/20/22	Weslaco Recycling Task Force	Veronica	Gonzalez	09/20/2024
	Greg Kerr 9/20/22	Weslaco Recycling Task Force	Gail	Weigel Ortiz	09/20/2024
	JP Rodriguez 9/20/22	Weslaco Recycling Task Force	Colton Reed	Gammill	09/22/2024

Five Member Boards

Elected Official	Appointed on	Board	First Name	Last Name	Expiration
Mayor David Suarez		Adjustments & Appeals-Zoning Ordinance	Paul	Garza	01/06/2023
At-Large Greg Kerr		Adjustments & Appeals-Zoning Ordinance	George	Zuniga	10/04/2023
At-Large Israel Gonzalez, Jr.		Adjustments & Appeals-Zoning Ordinance	Mark	McCaleb	11/02/2023
District 1 Josh Pedraza		Adjustments & Appeals-Zoning Ordinance	Andy	Veliz	11/06/2023
District 2 Letty Lopez		Adjustments & Appeals-Zoning Ordinance	Caranza	Nick	12/21/2023

District 3 JP Rodriguez		Animal Shelter Advisory Committee	Sandra	Reyna	11/15/2022
District 4 Adrian Farias		Animal Shelter Advisory Committee	Leroy	Moreno	11/15/2022
Staff member	-	Animal Shelter Advisory Committee	Joe	Pedraza	-
Elected Official	-	Animal Shelter Advisory Committee	Letty	Lopez	-
Veterinarian	-	Animal Shelter Advisory Committee	Jessica	Ruiz	-

Mayor David Suarez		Library Board	Idolina	Garcia	03/05/2023
At Large Greg Kerr		Library Board	Saida	Sanchez	03/05/2023
At-Large Israel Gonzalez, Jr.	Leo Muñoz 7/05/22	Library Board	Rey	Banda	05/07/2023
District 1 Josh Pedraza		Library Board	Paula	Villanueva	05/07/2023
District 2 Letty Lopez		Library Board	Rene	Dyer	07/05/2024

Three Member Boards

District 4 Adrian Farias		Civil Service Commission	Kevin	Bloomquist	02/17/2024
	Greg Kerr 7/05/22	Civil Service Commission	Cris	Valdez	07/05/2025
	JP Rodriguez 7/19/22	Civil Service Commission	Griselda	Martinez	07/19/2025



Standardized Agenda Request Form

Date of Meeting: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-6186	
From:			
Subject: Discussion and consideration on agreement with Ares Services Incorporated to assist in grant preparation and legislative assistance in the area of flooding, aviation and other matters determined by the commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
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: Consulting Agreement for Ares Services Incorporated			
Responsibilities upon Approval:			

CONSULTING AGREEMENT

This Agreement is made on _____ between the City of Weslaco (the "City") and Ares Services Incorporated (the "Consultant"). The Consultant has extensive experience regarding the services described below, and the City seeks to benefit from the Consultant's expertise by retaining the Consultant. The Consultant wishes to perform consulting services for the City.

Accordingly, the City and the Consultant agree as follows:

1. Services: The consultant shall provide exclusive advice and consulting services to the City with respect to all matters related to grants and funding opportunities.

2. Compensation: As full consideration for the consulting services provided by the Consultant, the City shall pay to the Consultant \$2500.00 per month commencing _____ of 2023. Such compensation shall be reviewed periodically based on performance.

3. Term and Termination: This Agreement shall be based on a month to month term and either party may terminate agreement providing a written notice 30 days prior.

4. Confidentiality: In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information which the City or its subsidiaries or affiliates may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate City personnel or their designee.

5. Independent Contractor: Nothing herein shall be construed to create an employer-employee relationship between the City and Consultant. Consultant is an independent contractor and not an employee of the City or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the City will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold himself out as an employee.

6. Entire Agreement and Amendments: This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces

and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

7. Binding Effect, Assignment: This Agreement shall be binding upon and shall inure to the benefit of Consultant and the City of Weslaco and to the City's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant or City of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the other party.

8. Governing Law, Severability: This Agreement shall be governed by the laws of the State of Texas. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

9. WHEREFORE, the parties have executed this Agreement as of the date first written above.

Date _____

ARES Services Incorporated

Rigoberto Villarreal

CITY OF WESLACO

David Suarez, **Mayor**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: January 3, 2023	Agenda Item No. (to be assigned by CSO): 2022-6163	
From:		
Subject: Approval of a lease agreement with the Economic Development Corporation of Weslaco for building lease space located at 275 South Kansas Avenue and authorize the Mayor to execute any related items. Possible Action. (Staffed by Asst. City Manager.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA ANDREW MUNOZ Martin Garza		Created/Initiated New
City Manager Comments:		
Staff Recommendation:		
Attachments, if any: Amended restated lease for 275 S. Kansas St. - City and WEDC		
Responsibilities upon Approval:		

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF WESLACO

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT is made between the City of Weslaco, a home rule municipal corporation, hereinafter called "Lessor," whose address for purposes of notice under this lease is 255 South Kansas, Weslaco, Hidalgo County, Texas, 78596 and the Weslaco Economic Development Corporation of Weslaco, an independent Texas non-profit corporation formed pursuant to and operating under Chapters 500-505 of the Texas Local Government Code (Type A), hereinafter called "Lessee," whose address for purposes of notice under this lease is 275 South Kansas, Weslaco, Hidalgo County, Texas, 78596 both hereinafter referred to as the "Parties".

ARTICLE ONE – RECITALS

WHEREAS, the Parties entered into a Development Agreement dated October 4, 2011, hereinafter referred to as the "Development Agreement" setting forth terms and conditions of the lease of Weslaco property located at 275 S. Kansas Street, Weslaco Texas, hereinafter referred to as the "Leased Premises"; and

WHEREAS, this Development Agreement was amended and modified on February 14, 2012, hereinafter referred to as the "Amended Development Agreement" modifying the terms and conditions of the "Leased Premises"; and

WHEREAS, the Parties further modified their rights and obligation as to the “Leased Premises” by entering into a Lease Agreement dated May 1, 2017, which clarified the rent to be payable to the Lessor by the Lessee, among other matters (the “Prior Lease”); and

WHEREAS, the Parties have agreed to further modify the terms and conditions of said Prior Lease; and

WHEREAS, this Agreement supersedes and nullifies the Development Agreement dated October 4, 2011 and the Amended Development Agreement dated February 14, 2012, and amends and restates the “Prior Lease”.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE TWO – LEASE TERMS

2.1 The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the real property and improvements located at 275 South Kansas, Weslaco, Hidalgo County, Texas, which is the south half of the City of Weslaco Municipal Building (also known as City Hall, City of Weslaco, Hidalgo County, Texas) SAVE AND EXCEPT the portion of the building presently occupied by the WESLACO AREA CHAMBER OF COMMERCE, hereafter called “Leased Premises”. Lessee’s right to the use and the possession of the interior of said Leased Premises shall be exclusive, while the Lessee’s right to use and possession of the landscaping and parking areas (the Parking Premises) shall be non-exclusive. Lessee shall have full use of the board room and conference rooms located within the Leased Premises at no additional charge. To be clear, Lessee shall have no obligation to operate or supervise the operation of the Business Visitors Events Center, which is the obligation of the Chamber pursuant to the Chamber Sublease.

2.2 The lease term shall begin on July 1, 2022 and shall terminate on June 30, 2028.

2.3 Lessee will collect the rent due from THE UNIVERSITY OF TEXAS-RIO GRANDE VALLEY ("UTRGV") pursuant to that one certain Sub-Lease Agreement by and between Lessee (as Landlord) and UTRGV (as Tenant) (the "UTRGV Sublease") in the amount of \$17,780 per month (the "UTRGV Rent"). From the UTRGV Rent, Lessee will pay Lessor \$8,651.00, which shall be all of the rent due to Lessor by Lessee under this Lease, and Lessee will retain the remaining \$9,129.00. Lessor will assume all of the obligations of Lessee pursuant to that one certain Sublease Agreement (the "Chamber Sublease") by and between Lessee (as Landlord) and the WESLACO AREA CHAMBER OF COMMERCE (the "Chamber") (as Tenant), including, but not limited to, the collection of rent due thereunder, the performance of all of the repairs and maintenance to be performed by the Landlord thereunder, and the payment of custodial services and supplies and all utilities required to be provided by the Landlord under the Chamber Sublease (including, but not limited to phone, electricity, water, and internet). Lessee will play no role or function with the Chamber under the Chamber Sublease and shall be held harmless of any obligation thereunder by Lessor following the date of this Lease. Lessee shall pay Lessor as rent at the address set forth above, or at any other address that Lessor may designate, on the first (1st) of every succeeding month for the duration of this Lease. All payments due from Lessee to Lessor under the terms of this lease, including but not limited to monthly rental payments, shall be paid promptly when due. If any payment of Rent is not received by Lessor on midnight on the 29th day following the date on which such payment is due, Lessee shall pay Lessor a late fee of \$250.00.

2.4 Lessor acknowledges receipt of a one-time lump sum payment of back Rent in the amount of \$54,643 by Lessee.

2.5 Lessee, at its own expense, shall maintain and take good care of the interior of the Leased Premises, shall be responsible for: (a) the maintenance and repair of roof penetrations originating from inside of the Leased Premises; (b) replacement of any broken windows in the Leased Premises; and (c) maintaining all electrical, plumbing, heating, ventilation and air conditioning systems and mechanical systems in the Leased Premises. Lessee shall suffer no waste or nuisance on the Leased Premises. The Lessee, at its own cost and expense, shall also be responsible for all janitorial services related to the maintenance of the Leased Premises.

Lessee shall not be responsible for: (a) the maintenance of the roof above the Leased Premises; (b) landscaping; and (c) the cost any repairs to or replacement of the electrical, plumbing, heating, ventilation and air conditions systems and mechanical systems during the last two (2) years of the Lease that will have a useful life that will exceed five (5) years in length.

2.6 At the end of the Lease Term, Lessee shall deliver the Leased Premises with all improvements thereon, to Lessor in good condition and repair, to the extent that Lessee is required to repair and maintain the same, reasonable wear and tear only accepted.

2.7 In the event Lessee shall fail to maintain the Leased Premises as required hereunder, Lessor shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and the reasonable cost therefore expended by Lessor shall be paid by Lessee on written demand. All such costs shall bear interest at the rate of ten (10%) per cent per annum from date incurred by Lessor until Lessees pays said sum.

2.8 Lessee shall not, without the Lessor's prior written consent, make any alterations or improvements to the Leased Premises.

2.9 Lessee acknowledges it has fully inspected the Leased Premises and accepts them "AS IS" and as suitable for the purposes of this Lease.

2.10 The Leased Premises are to be used as offices of Lessee and for no other purpose without Lessor's prior written consent. Lessee shall surrender the Leased Premises to Lessor at the end of the Lease Term, allowing for reasonable use and wear and damages by act of God, including fire and storm. Notwithstanding the foregoing, the use of the board room and the conference rooms located within the Leased Premises, and such use shall not violate the provisions of this Section 2.10.

2.11 Lessee shall pay for all utility services furnished to the Leased Premises, including but not limited to, electricity, telephone services, internet services, and cable services; however, Lessor shall be responsible for the cost of such services provided to the Chamber.

ARTICLE THREE-INSURANCE AND INDEMNITY

3.1 Lessee will maintain liability insurance in a sufficient amount to protect Lessor's interest in a minimum amount of \$1,000,000.00 and said insurance shall name the Lessor as an additional insured with the requirement that said insurance provider shall provide Lessor notice of any cancellation of said insurance policy. Lessee agrees to prohibit and refrain from engaging or in allowing any use of Leased Premises that will increase Lessor's premiums for insurance on the Leased Premises without the express written consent of Lessor.

3.2 Lessee agrees to indemnify and hold harmless Lessor and the Leased Premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the Leased Premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the Leased Premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or

subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the Leased Premises on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

ARTICLE FOUR-GENERAL PROVISIONS

4.1 Lessor has the right to assign this Agreement to any person or entity that is or will become an owner of the Property. Each assignment shall be in writing executed by Lessor and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Lessee within fifteen (15) days after execution. From and after such assignment, the Lessee agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Lessor shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. Upon assignment, an Assignee shall be considered the "Owner" and a "Party" for the purposes of this Agreement.

4.2 The recitals contained in this Agreement are true and correct as of the Effective Date, form the basis upon which the Parties negotiated and entered into the Agreement, and reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of the Agreement, the intent of the Parties, as evidence by the recitals, shall be given full effect. The Parties have relied upon the recitals as

part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

4.3 The Lessor does not by entering into this Agreement, waive any rights the Lessor has under state or federal law with respect to the development and use of the Leased Premises.

4.4 The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement.

4.5 The Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This agreement shall not be modified or amended except in writing signed by the Parties.

4.6 This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations for the Parties are performable in Hidalgo County. Venue for any action to enforce or construe this Agreement shall be in Hidalgo County.

4.7 No provision of this Agreement may be waived except in writing signed by the Party waiving such provision.

4.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.9 As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

4.10 The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

WITNESS THE HANDS OF THE PARTIES effective as of the ____ day of July 2022.

CITY OF WESLACO, TEXAS

DAVID SUAREZ, Mayor

Date

**ECONOMIC DEVELOPMENT CORPORATION OF
WESLACO**

STEVEN M. VALDEZ,
Executive Director

Date

ATTEST:

NORMA A. CANTU, City Secretary

Date

APPROVED AS TO FORM:

JUAN E. GONZALEZ, City Attorney

Date

EUGENE R. VAUGHAN, III,
Attorneys for WEDC

Date



Standardized Agenda Request Form

Date of Meeting: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-6187	
From:			
Subject: Approval of a lease agreement with the Weslaco Area Chamber of Commerce & Visitor Center for building lease space located at 255 South Kansas Avenue and authorize the Mayor to execute any related items. Possible Action. (Staffed by Asst. City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ANDREW MUNOZ Martin Garza		Created/Initiated New	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: Lease Agreement - Weslaco Chamber			
Responsibilities upon Approval:			

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF WESLACO

LEASE AGREEMENT

THIS LEASE is made between the City of Weslaco, a home rule municipal corporation, hereinafter called "Lessor," whose address for purposes of notice under this lease is 255 South Kansas, Weslaco, Hidalgo County, Texas, 78596 and the Weslaco Chamber of Commerce, an independent Texas non-profit corporation formed pursuant to and operating under Texas Law, hereinafter called "Lessee," whose address for purposes of notice under this lease is 275 South Kansas, Weslaco, Hidalgo County, Texas, 78596 both hereinafter referred to as the "Parties".

ARTICLE ONE – RECITALS

WHEREAS, the Parties entered into a Development Agreement dated October 4, 2011, hereinafter referred to as the "Development Agreement" setting forth terms and conditions of the lease of Weslaco property located at 275 S. Kansas Street, Weslaco Texas, hereinafter referred to as the "Lease Premises"; and

WHEREAS, this Development Agreement was amended and modified on February 14, 2012, hereinafter referred to as the "Amended Development Agreement" modifying the terms and conditions of the "Lease Premises"; and

WHEREAS, the Parties further modified their rights and obligation as to the "Lease Premises" by entering into a Lease Agreement dated May 1, 2017, which clarified the rent to be payable to the Lessor by the Lessee, among other matters (the "Prior Lease"); and

WHEREAS, the Parties have agreed to further modify the terms and conditions of said Development Agreements concerning the lease of certain real property and improvements defined below and

WHEREAS, this Agreement supersedes and nullifies the Development Agreement dated October 4, 011 and the Amended Development Agreement dated February 14, 2012, and amends and restates the “Prior Lease”.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE TWO – LEASE TERMS

2.1 The Lessor leases to the Lessee, and the Lessee rents from the Lessor, real property and improvements located at 275 South Kansas, Weslaco, Hidalgo County, Texas more particularly described as set forth in Exhibit “A”, hereafter called “Lease Premises”. As indicated in Exhibit “A” Lessee’s right to use and possession of the interior of said premises shall be exclusive while the Lessee’s right to use and possession of the landscaping and parking areas (the Parking Premises) shall be non-exclusive.

2.2 The lease term shall begin on January 1, 2023 and shall terminate on December 31, 2028.

2.3 Lessee will pay rent in the amount of One Thousand Seven Hundred and No/100th Dollars (\$1,700.00), on the first (1st) of every succeeding month for the duration of this Lease. All payments due from Lessee to Lessor under the terms of this lease, including but not limited to monthly rental payments, shall be paid promptly when due. If any payment is not received by Lessor by midnight on the 10th day following the day on which the payment is due, a late fee of

\$250.00 shall be due from Lessee to Lessor as additional rent.

2.4 Lessee, at its own expense, shall maintain and take good care of the interior of the Lease Premises, shall be responsible for the maintenance and repair of roof penetrations, landscaping, replace any broken windows, maintain all electrical, plumbing, and mechanical systems of the Lease Premises, and shall suffer no waste or nuisance on the Lease Premises. The Lessee, at its own cost and expense, shall also be responsible for all janitorial services related to the maintenance of the Lease Premises.

2.6 At the end of the Lease Term, Lessee shall deliver the Lease Premises with all improvements thereon, to Lessor in good condition and repair, to the extent that Lessee is required to repair and maintain the same, reasonable wear and tear only accepted.

2.7 In the event Lessee shall fail to maintain the Lease Premises as required hereunder, Lessor shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and the reasonable cost therefore expended by Lessor shall be paid by Lessee on written demand. All such costs shall bear interest at the rate of ten (10%) per cent per annum from date incurred by Lessor until Lessee pays said sum.

2.8 Lessee shall not, without the Lessor's prior written consent, make any alterations or improvements to the Lease Premises.

2.9 Lessee acknowledges it has fully inspected the Lease Premises and accepts them "AS IS" and as suitable for the purposes of this Lease.

2.10 The Lease Premises are to be used as offices of Lessee and for no other purpose without Lessor's prior written consent. Lessee shall surrender the Lease Premises to Lessor at the end of the Lease Term, allowing for reasonable use and wear and damages by act of God, including fire and storm.

2.11 Lessee shall pay for all utility services furnished to the Lease Premises, including but not limited to, electricity, telephone services, internet services, and cable services.

ARTICLE THREE-INSURANCE AND INDEMNITY

3.1 Lessee will maintain liability insurance in a sufficient amount to protect Lessor's interest in a minimum amount of \$1,000,000.00 and said insurance shall name the Lessor as an additional insured with the requirement that said insurance provider shall provide Lessor notice of any cancellation of said insurance policy. Lessee agrees to prohibit and refrain from engaging or in allowing any use of leased premises that will increase Lessor's premiums for insurance on the Lease Premises without the express written consent of Lessor.

3.2 Lessee agrees to indemnify and hold harmless Lessor and the Lease Premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the Lease Premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the Lease Premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

ARTICLE FOUR-GENERAL PROVISIONS

4.1 Lessor has the right to assign this Agreement to any person or entity that is or will become an owner of the Property. Each assignment shall be in writing executed by Lessor and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Lessee within fifteen (15) days after execution. From and after such assignment, the Lessee agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Lessor shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. Upon assignment, an Assignee shall be considered the "Owner" and a "Party" for the purposes of this Agreement.

4.2 The recitals contained in this Agreement are true and correct as of the Effective Date, form the basis upon which the Parties negotiated and entered into the Agreement, and reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of the Agreement, the intent of the Parties, as evidence by the recitals, shall be given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

4.3 The Lessor does not by entering into this Agreement, waive any rights the Lessor has under state or federal law with respect to the development and use of the Lease Premises.

4.4 The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement.

4.5 The Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This agreement shall not be modified or amended except in writing signed by the Parties.

4.6 This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations for the Parties are performable in Hidalgo County. Venue for any action to enforce or construe this Agreement shall be in Hidalgo County.

4.7 No provision of this Agreement may be waived except in writing signed by the Party waiving such provision.

4.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.9 As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

4.10 The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

WITNESS THE HANDS OF THE PARTIES effective as of the ____ day of January 2023.

City of Weslaco, Texas

David Suarez, Mayor

Date

Weslaco Chamber of Commerce

Authorized Representative

Date

ATTEST:

Norma A. Cantu, City Secretary

Date

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

Date

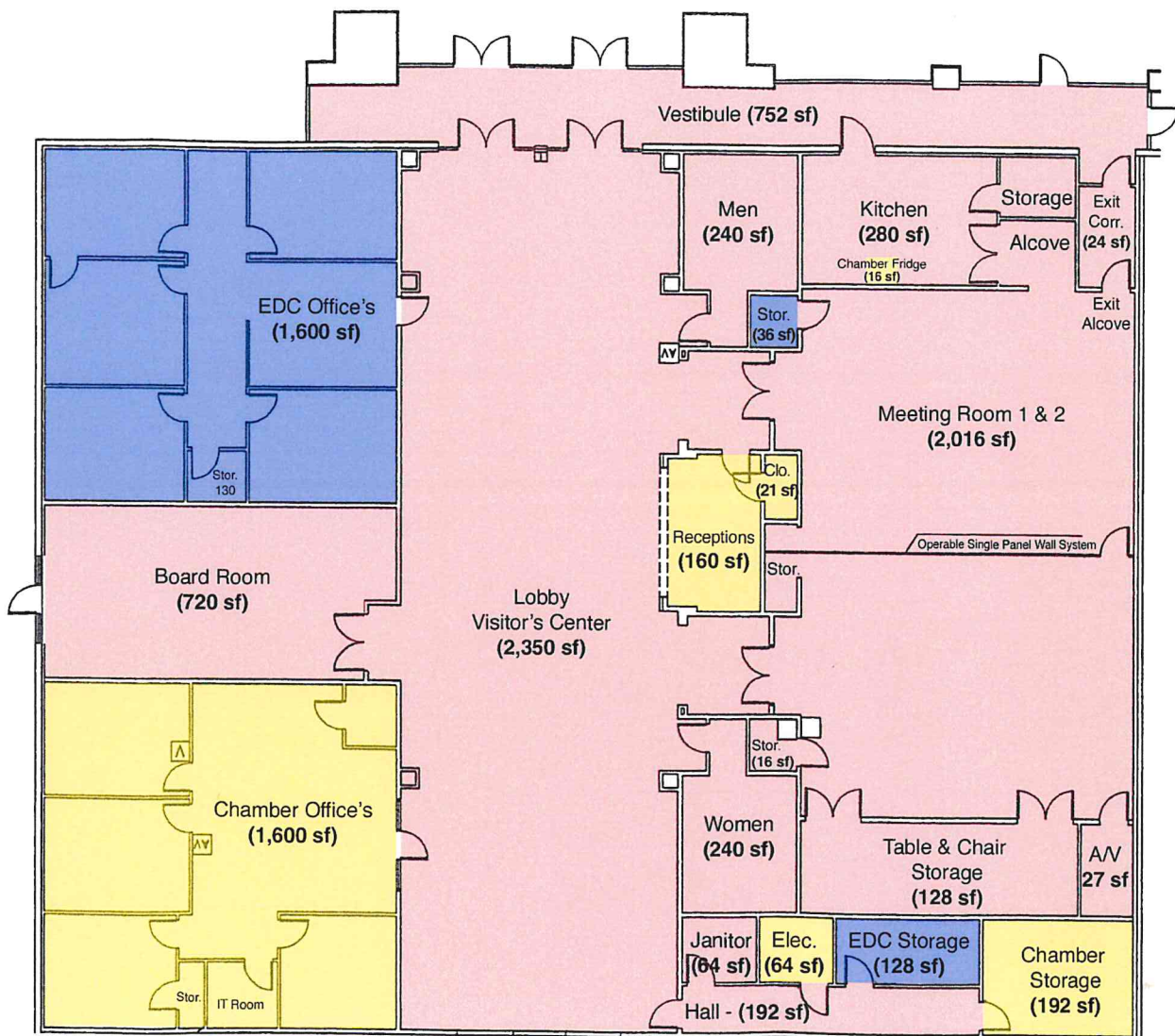
Weslaco Business & Event Center Square Foot Amounts



 Common Space	7,050 sf = 64.88%
 Chamber of Comm.	2,053 sf = 18.89%
 Weslaco EDC	1,764 sf = 16.23%
Total Estimated sf	10,866 100%

\$2,893.53	Ave. Cost / Monthly Exp.
x 18.89%	% of sq. ft. in Bldg.
\$ 546.58*	Reduction

\$8,651.00	Monthly Rent
- \$ 546.58*	Cost of mo. Exp
\$8,104.42	Adjusted Rent Amt.





Standardized Agenda Request Form

Date of Meeting: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-6184	
From: David Arce			
Subject: Discussion and consideration to approve emergency repairs of the riser pipe for the downtown water tower located at 120 S. Kansas Ave, to Texas Tank Services in the amount of \$66,500 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)			
Background: Repair the riser pipe that has too many holes, the pipe has been repaired a few times. We are requesting to remove and install a new pipe to correct the problem. This will only include the 10" pipe and flange at the top and bottom of the tower. The pipe inside the tank may need to be replaced and at that time we will consider the replacement after inspection.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Budget Amendment			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA David Arce Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments:			
Staff Recommendation: Approval			
Attachments, if any: Memo 2022 water tower water line replacement, Texas Tank Services-Water Tower, Maguire Iron-Water Tower			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: January 3, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: WATER TOWER PIPE REPLACEMENT

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

Public Works is requesting approval of the emergency repairs of the riser pipe for the downtown water tower located at 120 S. Kansas Ave. Texas Tank Services was the lowest bid of 2 we received in the amount of \$66,500. Second bid is \$83,500 and the third vendor couldn't bid, and we have an email from them.

Staff is recommending the low bidder at \$66,500; we may come back for a change order after further inspection of the pipe inside the tank.

Texas Tank Services

103 Stacy Drive
Whitehouse, Tx 75791

Office 903-839-2830 Fax-903-839-2829
ashley@texastankservices.com



Estimate

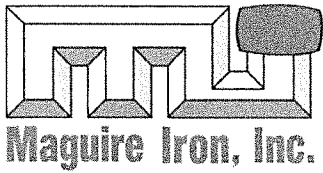
Date	Estimate #
12/28/2022	9019

Name / Address
City of Weslaco Mr. Marcelo Cosme Public Works 255. S. Kansas Avenue Weslaco, TX 78596

*Pricing is based on our best estimate based on the information provided.
Any changes in quantity, size or scope of work will change the final price.
Estimates are good for 90 days*

Area Code:		Sales Rep: Ashley Kemp		PO Number:		Terms	
						Net 30	
Qty	Commercial Dive Services				Rate	Total	
1	300 Thousand Gallon Elevated (Concrete) Replacement of Center Water Riser Pipe with New Flange Joint and Expansion Joint at the Top and New Flange Joint at the bottom. Hot Dipped Galvanized 10" pipe to be coating on the interior and exterior. Touch up of Weld Seams.-**Tank must be drained prior to Replacement** **If scope of work changes additional fees will incur** **If Supports need to be replaced, additional fees will incur** **Quote Valid for 15 days, Please contact our office 1/13/2023 for updated pricing**				66,500.00	66,500.00	
We appreciate you allowing us the opportunity to submit a proposal!					Total \$66,500.00		

Signature_____



WATER TOWER EXPERTS

✉ info@maguireiron.com
📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104
☎ (605) 334-9749

CONTRACT FOR SERVICES

This contract made and entered into this 27 day of December, 2022, by and between WESLACO, CITY OF hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

City of Weslaco Concrete Multi-Leg - 300MG

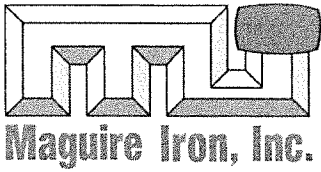
WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Riser Pipe Replacement

- Contractor will then remove the existing riser / fill pipe and the mechanical joint from the water tower.
- Contractor will furnish and install new 10 inch schedule 40 steel riser pipe from the elbow connection up to the existing flange under the belly of the tank.
- Excavation of ground to the base elbow to be provided by the owner if needed.
- If a new base elbow is needed to install the new riser pipe \$6,500 dollars will need to be added to cover the cost of the new base elbow and the installation of the base elbow.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 83,500.00 plus applicable sales, excise, and/or use tax shall become due and payable in full.



WATER TOWER EXPERTS

info@maguireiron.com
1610 N. Minnesota Ave
Sioux Falls, SD 57104
(605) 334-9749

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: WESLACO, CITY OF

By: _____
(Name) (Title)

By: _____
(Name) (Title)

MAGUIRE IRON, INC.

By: Michael Bruck 12/27/2022
(Authorized Agent) (Date)

Date Accepted: _____
Upon acceptance, please provide two (2) signatures and date the agreement.



Standardized Agenda Request Form

Date of Meeting: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-6183	
From: David Arce			
Subject: Discussion and consideration to ratify a purchase order for a bypass of a manhole located at 18th Street and Airport near the ditch to Southern Trenchless Solutions, in the amount of \$44,188 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: Manhole collapsed and it is a health issue for our residents.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA David Arce Pete Garcia Rosalinda Cavazos Martin Garza		Created/Initiated Approved Approved New	
City Manager Comments: Approve as recommended by the Deputy Public Works Director.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2022 manhole repair 18-airport dr, Health Official Memo, City of Weslaco Q#22295 Southern Trenchless, 608 Buena Vista 1, 608 Buena Vista 2, 609 Buena Vista, Emergency Work - MH Collapse 18th Street, PROPOSAL 12.27 CITY OF WESLACO MANHOLE COLLASPE, Proposal OMT- Luis Reyes			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: January 3, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: MANHOLE COLLAPASED REPAIR

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

Public Works is requesting approval to ratify po for an emergency bypass repairs of a collapsed manhole near Airport and 18th street. Southern Trenchless LLC, in the amount of \$44,188. The bypass is about 1000 feet.

Staff is recommends approval.

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

INTERNAL MEMO

TO: David Arce, Deputy Public Works Director

FROM:  Jose A. Pedraza, Asst. Planning and C. E. Director / Health Official

CC: Martin Garza, City Manager

DATE: December 28, 2022

SUBJECT: Sewer Manhole 608 Buena Vista

Mr. Arce after inspecting the manhole in front of 608 Buena Vista, I have deemed it a health hazard. Under the Texas Health and Safety Code Subtitle A. Sanitation Chapter 341 Minimum Standards of Sanitation and Health Protection Measures Sec. 341.011. NUISANCE. (5) sewage, human excreta, wastewater, garbage, or other organic wastes deposited, stored, discharged, or exposed in such a way as to be a potential instrument or medium in disease transmission to a person or between persons. (see photos attached)

Please make arrangements to correct the problem immediately and provide my office with a timeline of when this issue will be corrected.

Should you have any questions, please contact me.

Thank you.



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

Quote Issued 12/22/2022

Quote # 22295

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

BuyBoard # 635-21

Project: City of Weslaco -
MH Collapse 18th St

Line	Item	Description	Qty	Unit	Unit Price	Total
1	231	Mobilization / Demobilization	1	EA	2,500.00	2,500.00
2	111	Set Up 6" Pump (Per Pump)	2	EA	1,512.00	3,024.00
3	115	Set Up 6" Piping	1,300	LF	18.00	23,400.00
4	121	Operate 6" pumping System	9	Day	1,696.00	15,264.00
5	90	Premium manhole frame and cover (Composite Manhole Cover)	1	EA	3,500.00	3,500.00
6	136	15" Clean and TV sanitary sewer	400	LF	9.90	3,960.00
7	197	Access Pit (>15'-20' deep)	1	EA	45,000.00	45,000.00
8	211	Install New 4' to 8' Diameter Manhole (0' - 6' deep)	75	SF	100.00	7,500.00
9	214	Install Extra Depth 4' to 8' Diameter Manhole (over 6' deep)	176	SF	100.00	17,600.00
10	MISC	Payment & Performance Bonds	1	EA	3,675.00	3,675.00

Total \$125,423.00

Exclusions:

1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions

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

Signature: _____

Print Name: _____

Title: _____

***** Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
PO Box 8084
Weslaco, TX 78599



We Appreciate Your Business!!!



BUENA VISTA
956.790.0011
PLAZA DEL SOL



From: Bianca Weinreich <biancaweinreich@gmail.com>

Sent: Monday, December 26, 2022 3:47 PM

To: Public Works Clerk <PWCLERK@weslacotx.gov>

Subject: Drainage issue 609 Buena Vista Dr.

Good Morning,

We have having some water backup issues. As you can see in the pictures and videos below. Water is coming up from the sewer and causing smelly standing water. I've attached the pictures and video. If someone can get back to me that would be great.

Thank you,

Bianca Weinreich





PROPOSAL

JMR UTILITY, LLC

3413 Jay Avenue
McAllen, TX 78504
admin@jmrcompany.net
956-343-2861 (Marc)
956-240-3632 (Javier)

Date: 12/27/2022
Project: Emergency Work
MH Collapse - 18th St.

Proposed Work					
	Item	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization and Demobilization	1	LS	\$10,000.00	\$10,000.00
2	Pump By-pass	1	LS	\$65,000.00	\$65,000.00
3	Sewer Manhole	1	LS	\$40,000.00	\$40,000.00
4	Sewer Line clean and video	1	LS	\$10,000.00	\$10,000.00
5	Access Pits	1	LS	\$14,000.00	\$14,000.00
Total					\$139,000.00

Quote

DATE: December 27, 2022

City of Weslaco

Make all checks payable to **SAL Construction Management LLC**
If you have any questions concerning this quote please email anel@sal-construction.com

THANK YOU FOR YOUR BUSINESS!

OMT UTILITIES
Luis Reyes III
1906 S. PLEASANTVIEW
WESLACO, TX 78596

Estimate

Date 12/27/2022
Estimate # 980

Name / Address

City of Weslaco

P.O. #

Terms

Due Date 12/27/2022

Other

Description	Qty	Rate	Total
*****MANHOLE REPAIR ON 18TH & AIRPORT DR.*****			
Remove existing collapsed manhole approximately 20' deep. Provide by-pass pumping with 6" pumps to allow service to continue. Replace with new 20' fiberglass manhole including rings and cover. Make all connections into new manhole. Clean 15" existing pipe and run TV in both directions. Price includes all parts & labor including mobilization, access pit, by-pass pumping etc.1	1	135,000.00	135,000.00

Please consider my proposal.

OMT UTILITIES

luisreyes034@yahoo.com

Total

\$135,000.00

956-778-0140



Standardized Agenda Request Form

Date of Meeting: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-6190	
From: David Arce			
Subject: Discussion and consideration to repair a collapsed manhole located at 18th Street and Airport near the ditch to Southern Trenchless Solutions, in the amount of \$81,235 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
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 Pete Garcia Martin Garza		Created	
City Manager Comments:			
Staff Recommendation: Approval			
Attachments, if any: Memo 2022 manhole repair 18-airport dr replacement, City of Weslaco Q#22295, PROPOSAL 12.27 CITY OF WESLACO MANHOLE COLLASPE, Emergency Work - MH Collapse 18th Street, OMT- Luis Reyes Quote			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: January 3, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: MANHOLE COLLAPASED REPAIR

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

Public Works is requesting approval to replace/reconstruct a collapsed manhole near Airport and 18th street. Southern Trenchless LLC, in the amount of \$81,235. The project is estimated to take 9-10 working days.

Staff is recommends approval.



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

BuyBoard # 635-21

Project: City of Weslaco -
 MH Collapse 18th St

Quote Issued 12/22/2022

Quote # 22295

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

Line	Item	Description	Qty	Unit	Unit Price	Total
1	231	Mobilization / Demobilization	1	EA	2,500.00	2,500.00
2	111	Set Up 6" Pump (Per Pump)	2	EA	1,512.00	3,024.00
3	115	Set Up 6" Piping	1,300	LF	18.00	23,400.00
4	121	Operate 6" pumping System	9	Day	1,696.00	15,264.00
5	90	Premium manhole frame and cover (Composite Manhole Cover)	1	EA	3,500.00	3,500.00
6	136	15" Clean and TV sanitary sewer	400	LF	9.90	3,960.00
7	197	Access Pit (>15'-20' deep)	1	EA	45,000.00	45,000.00
8	211	Install New 4' to 8' Diameter Manhole (0' - 6' deep)	75	SF	100.00	7,500.00
9	214	Install Extra Depth 4' to 8' Diameter Manhole (over 6' deep)	176	SF	100.00	17,600.00
10	MISC	Payment & Performance Bonds	1	EA	3,675.00	3,675.00

Total **\$125,423.00**

Exclusions:

1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions

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

Signature: _____

Print Name: _____

Title: _____

*** Please Make Checks Payable To:

Southern Trenchless Solutions, LLC.
 PO Box 8084
 Weslaco, TX 78599



We Appreciate Your Business!!!

Quote

DATE: December 27, 2022

City of Weslaco

Make all checks payable to **SAL Construction Management LLC**
If you have any questions concerning this quote please email anel@sal-construction.com

THANK YOU FOR YOUR BUSINESS!

PROPOSAL

JMR UTILITY, LLC

3413 Jay Avenue
McAllen, TX 78504
admin@jmrcompany.net
956-343-2861 (Marc)
956-240-3632 (Javier)

Date: 12/27/2022
Project: Emergency Work
MH Collapse - 18th St.

Proposed Work					
	Item	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization and Demobilization	1	LS	\$10,000.00	\$10,000.00
2	Pump By-pass	1	LS	\$65,000.00	\$65,000.00
3	Sewer Manhole	1	LS	\$40,000.00	\$40,000.00
4	Sewer Line clean and video	1	LS	\$10,000.00	\$10,000.00
5	Access Pits	1	LS	\$14,000.00	\$14,000.00
Total					\$139,000.00

OMT UTILITIES
Luis Reyes III
1906 S. PLEASANTVIEW
WESLACO, TX 78596

Estimate

Date 12/27/2022
Estimate # 980

Name / Address

City of Weslaco

P.O. #

Terms

Due Date 12/27/2022

Other

Description	Qty	Rate	Total
*****MANHOLE REPAIR ON 18TH & AIRPORT DR.*****			
Remove existing collapsed manhole approximately 20' deep. Provide by-pass pumping with 6" pumps to allow service to continue. Replace with new 20' fiberglass manhole including rings and cover. Make all connections into new manhole. Clean 15" existing pipe and run TV in both directions. Price includes all parts & labor including mobilization, access pit, by-pass pumping etc.1	1	135,000.00	135,000.00

Please consider my proposal.

OMT UTILITIES

luisreyes034@yahoo.com

Total

\$135,000.00

956-778-0140



Standardized Agenda Request Form

Date of Meeting: January 3, 2023		Agenda Item No. (to be assigned by CSO): 2022-6158	
From: David Arce			
Subject: Discussion and consideration to award Manhole Rehabilitation- to Southern Trenchless Solutions, LLC., Buyboard vendor contract #635-21, in the amount not to exceed \$148,960 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
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 David Arce Rosalinda Cavazos Martin Garza		Created	
City Manager Comments:			
Staff Recommendation: Recommends Approval			
Attachments, if any: City of Weslaco Q#22251, Memo 2022 manhole rehab repair 21			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: January 3, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: MANHOLE REHABILITATION REPAIRS

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

Public Works is requesting approval for our annual manhole rehab project. Wastewater staff and Southern Trenchless have identified over 100 manholes that need to rehab. We ranked them from the condition of each and what the approximate life we think each has left. The budget for this year is \$150,000. Each manhole is different in size or depth, condition, and location of course prices will be different for each. We are requesting approval of 21 manholes in the amount not exceed \$148,960.

Staff is recommends approval.



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

BuyBoard # 635-21

Project: City of Weslaco -
Manhole Rehabilitation PH VII

Quote Issued 11/2/2022

Quote # 22251

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

Line	Item	Description	Qty	Unit	Unit Price	Total
1	231	Mobilization / Demobilization	1	EA	1,750.00	1,750.00
2	390	Premium manhole frame and cover (Composite Manhole Cover)	21	EA	1,775.00	37,275.00
3	95	Manhole Rehabilitation - cementitious	2,380	SF	21.00	49,980.00
4	96	Manhole Rehabilitation - cementitious with anti-microbial additive	2,380	SF	21.00	49,980.00
5	104	Manhole Bench Reconstruction	21	EA	475.00	9,975.00

Total \$148,960.00

Exclusions:

1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions

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

Signature: _____

Print Name: _____

Title: _____

***** Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
PO Box 8084
Weslaco, TX 78599



We Appreciate Your Business!!!