



**A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
MONDAY, FEBRUARY 20, 2023**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Special Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue on Monday, February 20, 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.
 - 1) Recognition of Officer Pablo Tovar as Weslaco Crime Stoppers Officer of the Year.
- 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. Inframark.
- B. City of Weslaco Animal Care Services.

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 on second and final reading of the following:

- 1) Ordinance 2023-08 to rezone 208 S Kansas Ave. Also being Lot 4 & 5, Blk 13, Weslaco Original Townsite 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 February 7, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
- 2) Ordinance 2023-10 to rezone 3024 W Pike Blvd. Also being 30.07 acre tract of land out of Farm Tracts 165 and 166, West Tract Subdivision, Hidalgo County, Texas, from R-1 One-family dwelling district to R-2 Duplex and Apartment district and authorize the Mayor to execute any related documents. (First reading held February 7, 2023 staffed by Planning & Code Enforcement Department.) Attachment.
- 3) Ordinance 2023-11 to rezone 3227 W Interstate 2. Also being 12.11 acre tract of land out of Farm Tracts 165 and 166, West Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary and Highway Business district and authorize the Mayor to execute any related documents. (First reading held February 7, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
- 4) Ordinance 2023-12 to rezone 715 E Sugarcane Dr. Also being 2.349 acre tract of land out of Farm Tract 57, West Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment district and authorize the Mayor to execute any related documents. (First reading held February 7, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
- 5) Ordinance 2023-13 amending Ordinance 2013-08 City of Weslaco Landscaping and Buffering Ordinance and authorize the City Manager to execute any related documents and authorize the Mayor to execute any related documents. (First reading held February 7, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
- 6) 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 held February 7, 2023;

staffed by Planning and Code Enforcement Department.) Attachment.

- B. Approval to purchase (and issue to) Honorably Retired Peace Officer Captain Robert De La Cerda's service weapon, a Glock Gen 4 Model 27 used handgun with a serial number WYX004 for the amount of \$279.50, as allowed under Texas Government Code Section 614.051 and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- C. Approval to purchase body-worn cameras and relevant equipment in the amount of \$101,201.11 with an amount of \$75,900.83 to be reimbursed by the FY22 Body-Worn Camera Program Grant #4367801 with a 25% local match (\$25,300.28) and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- D. Approval to apply and accept Walmart's Community Grant (Store #6159) in the amount of \$2,000 with NO MATCH and NO RECURRING cost to purchase police promotional items and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- E. Approval to apply for Walmart's Community Grant (Store #1041) in the amount of \$5,000 with NO MATCH and NO RECURRING cost to purchase police promotional items and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- F. Approval to renew Chapter 59 Local Agreement on Forfeitures between the Hidalgo County Criminal District Attorney and the Weslaco Police Department and authorize Joel Rivera, Chief of Police, to execute any related documents. (Staffed by the Police Department.) Attachment.

V. APPOINTMENTS

- A. Discussion and consideration on Resolution 2023-22 appointing members to the Drainage Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.

VI. NEW BUSINESS

- A. Discussion and consideration on approval to enter into agreement between the City of Weslaco, a home-ruled municipality (City) by and through the City of Weslaco Police Department (WPD) and South Texas College (STC) for Shooting Range Use and Training and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.) Attachment.
- B. Discussion and consideration to approve an increase to Purchase Order 22-3442 from \$333,213 to \$414,842 for vendor Visceral Illumination Code to cover the Police Station's additional cabling services for the jail intercom system, jail phones, surveillance cameras, access control system, patch panels, gate entry system, software licenses and authorize the Mayor to execute any related documents. Possible action.

(Staffed by Information Technology Department.) Attachment.

- C. Discussion and consideration to approve renewal of the Loss Control & Risk Management Contract set to expire March 01, 2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources.) Attachment.
- D. Discussion and consideration to accept and file the Quarterly Investment Report for the period ending December 31, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- E. Discussion and consideration to accept and file the Financial Reports (unaudited) as of December 31, 2022 for the General Fund, Water and Sewer Fund, Solid Waste Fund, and Airport Fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- F. Discussion and consideration to accept financing acquisition proposals from Baystone Government Finance for the acquisition of two 2022 Ambulance remounts in the amount of \$286,381.80 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- G. Discussion and consideration on the Interlocal Agreement between the City of Weslaco and the Weslaco Independent School District to overlay parking lots on the school parking lots, to begin after the school year and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- H. Discussion and consideration to approve a purchase from HGAC vendor IPL, for 715 residential Omnicart trash bins for an amount not to exceed \$41,011, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- I. Discussion and consideration on approval of Waterline Access Agreement for Tony Subdivision with North Alamo Water Supply Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning Department.) Attachment.
- J. Discussion and consideration to provide a letter of support to the Rio Grande Valley Regional Transit Authority Feasibility Study (RGV RTA Feasibility Study) application under the Federal Transit Administration's Areas of Persistent Poverty Grant Program (AoPP) and authorize the Mayor to execute any related documents. Possible action. (Staffed by RGVMPPO.) Attachment.
- K. Discussion and consideration to ratify the application to the DHS/FEMA Assistance for Firefighters Grant program relating to equipment for an amount not to exceed \$328,482 with 10% MATCH REQUIRED and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department/Grant Writer.)

VII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Legal Consultation - Consultation with City Attorney regarding claims by the City against Castle Enterprises regarding the Police and Fire Station Project as authorized by Section §551.071 of the Texas Government Code.
- C. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.
- D. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project Brown as authorized by section §551.087 of the Texas Local Government Code.
- E. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project Good Times as authorized by section §551.087 of the Texas Local Government Code.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. ADJOURNMENT

I hereby certify this **Notice of a Special 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 17th day of February 2023 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 Office at (956) 968-3181, Ext. 1001 prior to the meeting date.

Removed from Bulletin Board

Date:

Initials:

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

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

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

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



Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6324	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor David McCann, First Presbyterian Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge 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: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6309	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-08 to rezone 208 S Kansas Ave. Also being Lot 4 & 5, Blk 13, Weslaco Original Townsite 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 February 7, 2023; 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-seven (27) property owners within 200 feet of the applicant's property were notified by letter on January 20, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on January 16, 2023.			
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 of February 1, 2023			
NORMA CANTU REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
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-208 S Kansas - Memo, 208 S Kansas -attachments, 208 S Kansas- aerial, O2023-08 rezone 208 S Kansas			
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- 208 S Kansas

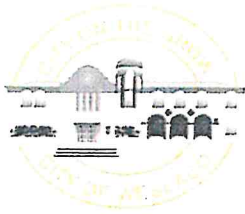
DATE: January 31, 2023

The property owner is proposed three (3) unit apartment building for this location. There is currently a mix of apartment, business and single-family zoned properties within the area. A building permit was filed with the city on November 9, 2022, and is pending comments from the different departments. The property owner is working toward compliance. Staff has not received any petitions for or against the rezone request.

The Planning & Zoning Commission recommended approval based on the 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-000374-2023

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 4 and 5 Block 13

Subdivision Name Original Town site of weslaco.

Street Address 208 Kansas St weslaco.

Existing Zoning R-1 Existing Land Use _____

Proposed Zoning Multi Family R-2 Proposed Land Use _____

_____ \$305.00 non-refundable filing fee.

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

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

_____ City and school tax receipts attached.

_____ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Jose Candanoza Phone 956 355 8832.

Address 1361 Lion Lake Dr S. Fax: _____

City Progreso Lakes State TX Zip Code 78566 E-Mail: Candanoza.jose@gmail.com.

OWNER

Name RGV Ideal Homes Phone 956 355 8832.

Address 1361 Lion Lake Dr. S. Fax: _____

City Progreso Lakes State TX Zip Code 78566 E-Mail: Candanoza.jose@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 1-5-23

Owner

Signature [Signature] Date 1-5-23

Applicant

Signature _____ Date _____

Authorized Agent

**RGV IDEAL
Homes Construction LLC**
Jose Candanoza 956-355-8832

Lot #4 & #5, Block #13
Original Townsite Of Weslaco
 Weslaco, TX - Hidalgo County

CVR	- Cover Page - Roof Framing Plan - Conceptual Front Elevation - Site Plan
F-1	- Floor Plan - 1st & 2nd Level Electrical Plan - 1st & 2nd Level
ES-1	- Exterior Elevations Foundation Plan Foundation Section Details

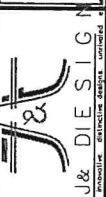
AREAS PER UNIT	
Living Area (Lower Level)	500.00'
Living Area (Upper Level)	400.00'
Total Living	900.00'
Porch Area	6.00'
Total Area	906.00'

[illegible]

Business Finance

8422 • J. Neurosci., September 24, 2008 • 28(39):8417–8424

1022 E. Tyler Suite #3
Harlingen, Texas 78550
Office: (956) 425-6604
E-mail: jandidesigns@aol.net
Javier Martinez (956)345-5151
Ignacio Martinez (956)245-7106



DEAL Homes Const. LLC
Lot #4 & #5, Block #13
Original Townsite Of Weslaco
Weslaco, TX - Hidalgo County

Report to RGV	Project Information
	Date 11-02-2022
Report number A-LA-0900-2022	
Sheet 1	Of 3

CVR

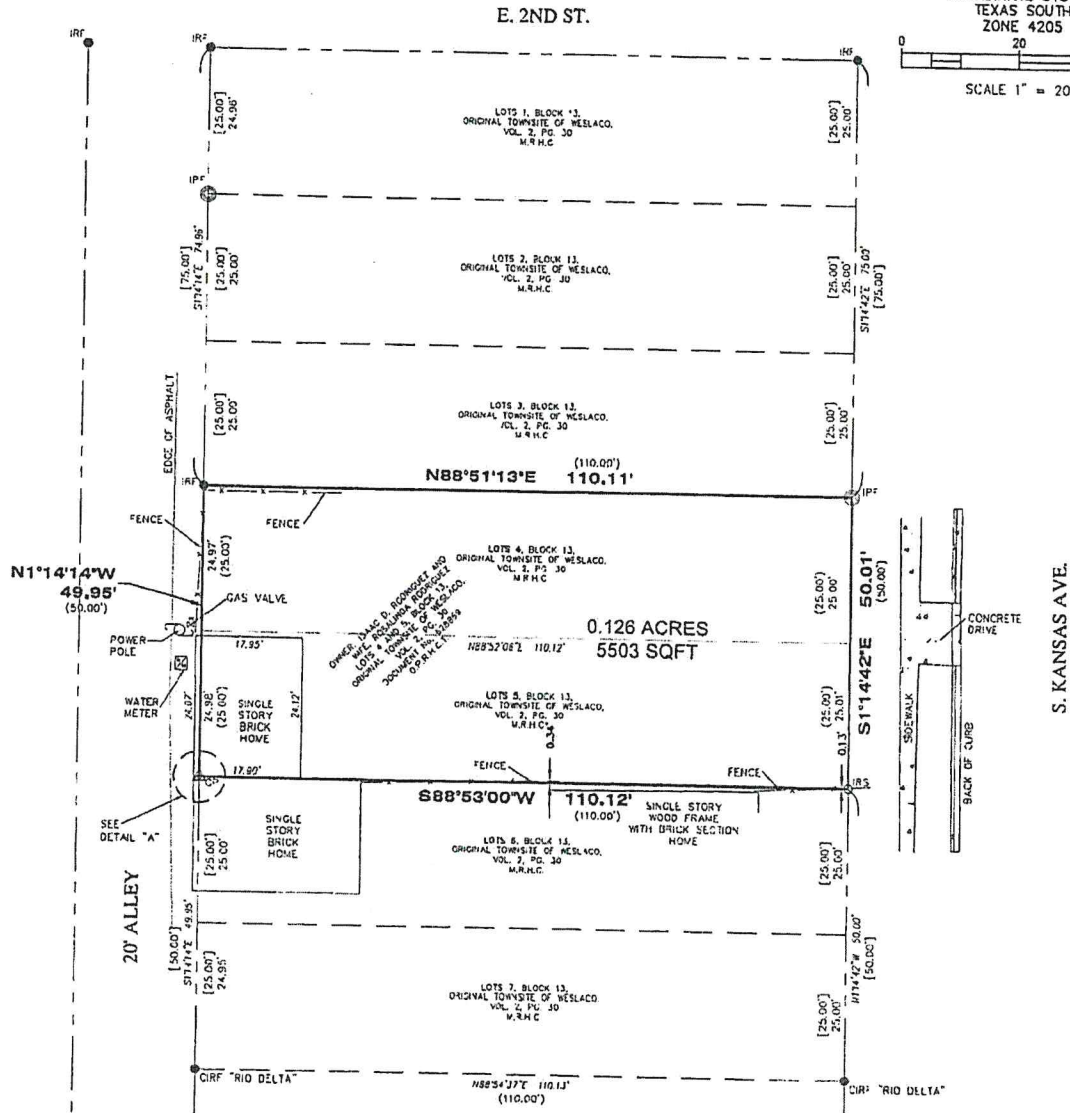
LEGEND

- 1/2" IRON ROD FOUND "CIRF" "IRF"
 - 1/2" IRON ROD SET W/PINK CAP "IRS"
 - ⊙ IRON PIPE FOUND "IP"
 - △ CALCULATE POINT "CP"
- (50°00'00"W 0.0') - RECORD BEARING & DISTANCE DESCRIBED TRACT
 (50°00'00"W 0.0') - RECORD BEARING & DISTANCE ADJOINER TRACT

SURVEY OF
 LOTS 4 AND 5, BLOCK 13,
 ORIGINAL TOWNSITE OF WESLACO,
 RECORDED IN VOLUME 2, PAGE
 30, MAP RECORDS OF HIDALGO
 COUNTY, TEXAS.

BEARING BASIS
 TEXAS STATE PLANE
 COORDINATE SYSTEM,
 TEXAS SOUTH
 ZONE 4205

SCALE 1" = 20'



NOTES

1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF COMMITMENT FOR TITLE INSURANCE ISSUED BY: CHICAGO TITLE INSURANCE COMPANY, OF NO. 179712, EFFECTIVE DATE: JULY 6, 2022, ISSUED: JULY 15, 2022. FOLLOWING EXCEPTIONS ARE LISTED ON THE SCHEDULE B. OF THE TITLE COMMITMENT:

2. SUBJECT TO ROADS, EASEMENTS AND RESERVATIONS AS SHOWN ON THE MAP AND DEDICATION OF ORIGINAL TOWNSITE OF WESLACO, RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (SEE 10A)

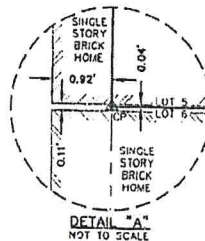
LOT 4, BLOCK 13 IS SUBJECT TO:

3. TERMS, STIPULATIONS AND CONDITIONS CONTAINED IN A NON-DRILLING AGREEMENT, DATED JUNE 28, 1927, RECORDED IN VOLUME 256, PAGE 54, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (SEE 10B.1)

4. REVERSIONARY CLAUSE IN INSTRUMENT, DATED JUNE 28, 1927, RECORDED IN VOLUME 256, PAGE 54, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (SEE 10B.2)

5. THIS SURVEY IS ONLY VALID WITH ORIGINAL SIGNATURE

6. FLOOD INSURANCE RATE MAP: AREAS OF MINIMAL FLOODING. (NO SHADE). FLOOD ZONE "C" OF - FIRM MAP NO. 480349 0005 B, MAP REVISED: MARCH 4, 1980.



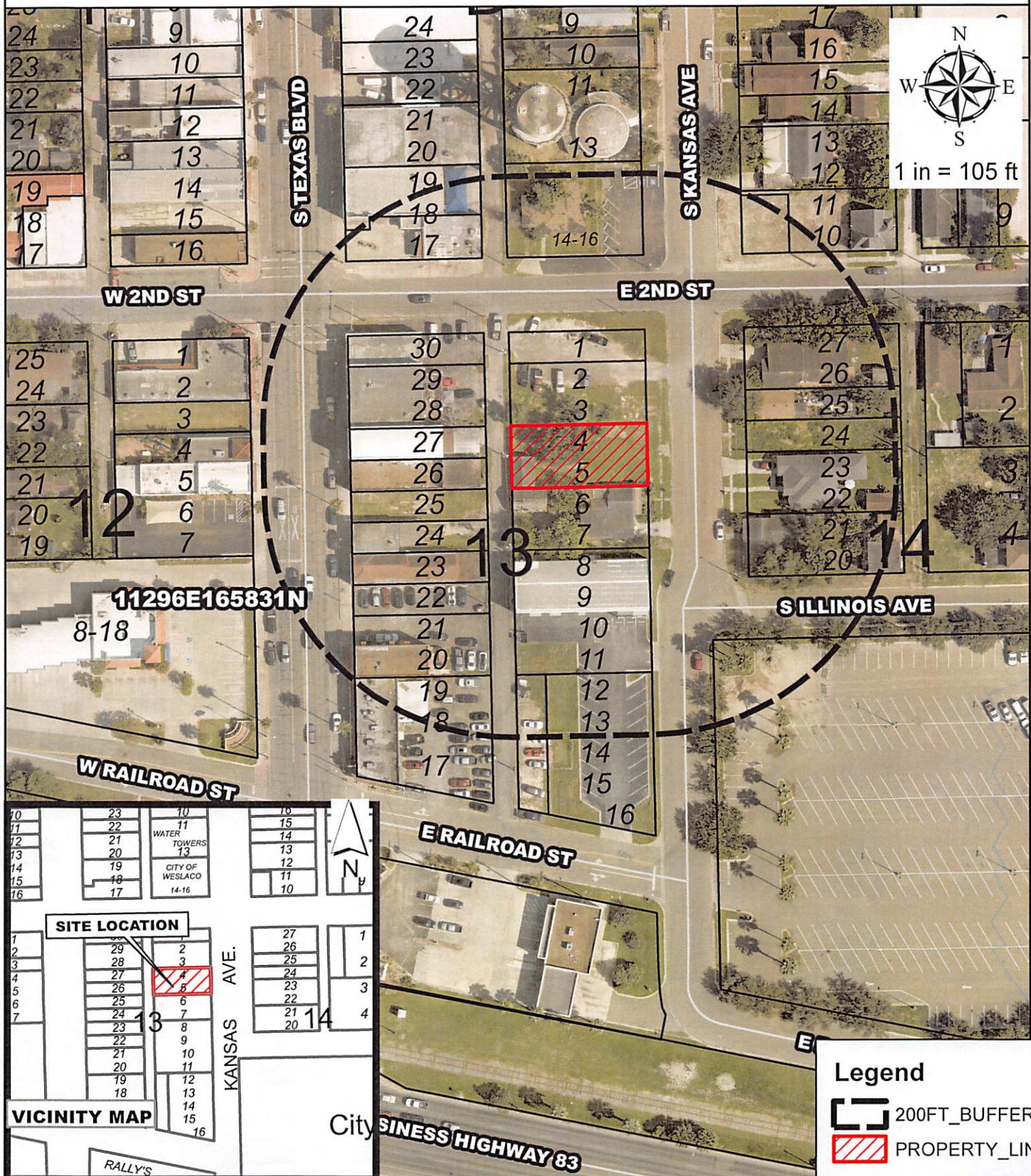
I, MANUEL CARRAZALES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO CHICAGO TITLE INSURANCE COMPANY, THAT THIS SURVEY IS A TRUE AND CORRECT SURVEY AND WAS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OR BOUNDARY LINE CONFLICTS, EXCEPT AS SHOWN.

JOB No. 22-201



MANUEL CARRAZALES
 R.P.L.S. #6388
 DATE 8-8-2022

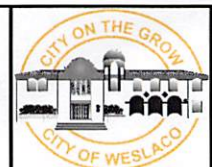




RGV IDEAL HOMES
208 S KANSAS AVE.
WESLACO ORIGINAL TOWNSITE
BLK 13 LOTS 4-5

Purpose for the Rezone Request

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



JAN 6, 2023

CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596	W2230-00-000-0001-00 WESLACO ALBERTSON'S COMMERCIAL 200 E BUS HWY 83	L: 1309414 B: 4098010
LOREZ IRASEME 306 N 17TH ST DONNA TX 78537	W2300-00-00C-0010-00 WESLACO ORIGINAL TOWNSITE BLK C EXC N3.5'-LOT 11 203 E 2ND ST	L: 18414 B: 51629
RODRIGUEZ PRISCILLA 1822 MEXICO AVE WESLACO TX 78599	W2300-00-00C-0010-01 WESLACO ORIGINAL TOWNSITE BLK C 3.5'-E38' LOT 11 129 S KANSAS AVE	L: 15915 B: 0
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596	W2300-00-00D-0014-00 WESLACO ORIGINAL TOWNSITE BLK D 0 S KANSAS AVE	L: 40013 B: 31700
TORRES JOSE JR 5206 N MILE 4 WEST WESLACO TX 78599	W2300-00-00D-0017-00 WESLACO ORIGINAL TOWNSITE LOT 17 & LOT 18 163 S TEXAS BLVD	L: 33398 B: 51224
GARZA CARLOS J 161 S TEXAS BLVD WESLACO TX 78596	W2300-00-00D-0018-00 WESLACO ORIGINAL TOWNSITE N15' LOT BLK D 161 S TEXAS BLVD	L: 40260 B: 100389
WISE BARBARA PO BOX 1442 WESLACO TX 78599	W2300-00-013-0001-00 WESLACO ORIGINAL TOWNSITE BLK 13 200 S KANSAS AVE	L: 9763 B: 0
WISE BARBARA PO BOX 1442 WESLACO TX 78599	W2300-00-013-0002-00 WESLACO ORIGINAL TOWNSITE BLK 13 204 S KANSAS AVE	L: 19526 B: 0
RGV IDEAL HOMES CONSTRUCTION 301 LOS RANCHITOS ST WESLACO, TX 78596-6105	W2300-00-013-0004-00 WESLACO ORIGINAL TOWNSITE BLK 13 208 S KANSAS AVE	L: 19526 B: 3888
BUSTILLOS ADELA & ELENA 210 S KANSAS AVE WESLACO TX 78596	W2300-00-013-0006-00 WESLACO ORIGINAL TOWNSITE BLK 13 210 S KANSAS AVE	L: 20856 B: 22501
MENDEZ GEORGE & JUANITA V 216 S KANSAS AVE WESLACO TX 78596	W2300-00-013-0008-00 WESLACO ORIGINAL TOWNSITE LOTS 8 LOT 12 THRU 16 BLK 13 1 1ST ST	L: 104699 B: 269034
SILVA MANUEL PEREZ & LILIA M 2207 LARGO ST WESLACO TX 78596	W2300-00-013-0012-00 WESLACO ORIGINAL TOWNSITE L OF LOTS 17 THRU 19 BLK 13 253 S TEXAS BLVD REAR	L: 89466 B: 104227

City of Weslaco Code Enforcement Dept.

JAN 6, 2023

SILVA MANUEL PEREZ & MARGARITA 2207 LARGO ST WESLACO TX 78596	W2300-00-013-0020-00 WESLACO ORIGINAL TOWNSITE BLK 13 241 S TEXAS BLVD	L: 50326 B: 62583
AGUILAR SANDRA LUZ MATEOS 120 SOUTH LYON MERCEDES TX 78570	W2300-00-013-0022-00 WESLACO ORIGINAL TOWNSITE BLK 13 233 S TEXAS BLVD	L: 32313 B: 1328
AGUILAR SANDRA LUZ MATEOS 120 SOUTH LYON MERCEDES TX 78570	W2300-00-013-0023-00 WESLACO ORIGINAL TOWNSITE BLK 13 229 S TEXAS	L: 32313 B: 24615
WESLACO LOAN CO 225 S TEXAS BLVD WESLACO TX 78596	W2300-00-013-0024-00 WESLACO ORIGINAL TOWNSITE BLK 13 225 S TEXAS BLVD	L: 32313 B: 35316
RODRIQUEZ ISAAC D 225 S TEXAS BLVD WESLACO TX 78596	W2300-00-013-0025-00 WESLACO ORIGINAL TOWNSITE BLK 13 221 S TEXAS BLVD	L: 32313 B: 0
WESLACO TOWNSITE LLC 2403 DANESWOOD COURT SPRING TX 77388	W2300-00-013-0026-00 WESLACO ORIGINAL TOWNSITE E31'-LOT 219 S TEXAS BLVD	L: 32312 B: 21447
HERNANDEZ TOMASITA DBA ULTIMATE-DO SPA & SALON 403 R ST WESLACO TX 78596	W2300-00-013-0027-00 WESLACO ORIGINAL TOWNSITE BLK 13 215 S TEXAS BLVD	L: 32313 B: 86897
MARINES MIGUEL ANGEL & ALMA 1503 E CHERRY BLOSSOM CIR WESLACO TX 78596	W2300-00-013-0028-00 WESLACO ORIGINAL TOWNSITE BLK 13 203 S TEXAS BLVD	L: 50325 B: 192666
MARINES MIGUEL A & ALMA R 1503 E CHERRY BLOSSOM CIR WESLACO TX 78596	W2300-00-013-0030-00 WESLACO ORIGINAL TOWNSITE BLK 13 201 S TEXAS BLVD	L: 32313 B: 79374
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596	W2300-00-014-0005-00 WESLACO ORIGINAL TOWNSITE N5' LOT 0 WESTGATE DR	L: 3375 B: 0
APOSTOLIC ASSEMBLY NEW LIFE TEMPLE DONNA CHURCH PO BOX 548 DONNA, TX 78537-0548	W2300-00-014-0020-00 WESLACO ORIGINAL TOWNSITE BLK 14 213 S KANSAS AVE	L: 37500 B: 57878
CAVAZOS IRIS 211 S KANSAS AVE WESLACO TX 78596	W2300-00-014-0022-00 WESLACO ORIGINAL TOWNSITE BLK 14 211 S KANSAS AVE	L: 22188 B: 127310

JAN 6, 2023

CHAPA DOMINGA V 1600 MONTE LARGO DR NE ALBUQUERQUE NM 87112	W2300-00-014-0024-00 WESLACO ORIGINAL TOWNSITE BLK 14 207 S KANSAS AVE	L: 11094 B: 0
MARTINEZ MARIA & J CUELLAR 205 S KANSAS AVE WESLACO TX 78596	W2300-00-014-0025-00 WESLACO ORIGINAL TOWNSITE BLK 14 205 S KANSAS AVE	L: 11094 B: 19529
MONTALVO GUADALUPE JR & NOELIA 746 VICTORY DR WESLACO TX 78596	W2300-00-014-0026-00 WESLACO ORIGINAL TOWNSITE BLK 14 203 S KANSAS AVE	L: 22188 B: 32693

Rezone Request

R-1 to R-2

Legend

 208 S Kansas Ave



ORDINANCE NO. 2023-08

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 208 S KANSAS AVE. ALSO BEING LOT 4 & 5, BLK 13, WESLACO ORIGINAL TOWNSITE 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 208 S Kansas Ave. Also being Lot 4 & 5, Blk 13, Weslaco Original Townsite 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 7th day of February 2023.

PASSED AND APPROVED on second reading at a special meeting of the City Commission this 20th day of February 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: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6311	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-10 to rezone 3024 W Pike Blvd. Also being 30.07 acre tract of land out of Farm Tracts 165 and 166, West Tract Subdivision, Hidalgo County, Texas, from R-1 One-family dwelling district to R-2 Duplex and Apartment district and authorize the Mayor to execute any related documents. (First reading held February 7, 2023 staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-2 Duplex and Apartment District. Twelve (12) property owners within 200 feet of the applicant's property were notified by letter on January 20, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on January 16, 2023.			
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 of February 1, 2023			
NORMA CANTU REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
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-3024 W Pike Blvd - Memo, 3024 W Pike Blvd -attachments, 3024 W Pike Blvd- Aerial, O2023-10 rezone 3024 W 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- 3024 W Pike Blvd

DATE: January 31, 2023

The property owner is proposed eight-five (85) lot development with eighty (80) lots being for four-plex apartment units and five (5) commercial lots along Interstate 2. The property owner is currently going through the subdivision process. The apartments will have access onto Pike Blvd and Midway Road and will serve as a buffer between the commercial development along Interstate 2 and residential homes on the South of Pike Blvd. Staff has not received any petitions for or against the rezone request. Two property owners spoke out against the rezone from 2808 W Pike and 2820 W Pike and are located inside the 200 foot notification radius.

The Planning & Zoning Commission recommended approval based on the 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-000366-2022

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 30.07 acres out of Farm Tract 165 and 166 Block _____

Subdivision Name West Tract Subdivision

Street Address _____

Existing Zoning R-1 Existing Land Use Open

Proposed Zoning R-2 Proposed Land Use Multi-family

_____ \$300.00 non-refundable filing fee.

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

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

_____ City and school tax receipts attached.

_____ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Troyo Construction, LLC Phone _____

Address 4900 N. 10th St. Suite B8 Fax: _____

City McAllen State TX Zip Code 78504 E-Mail: egamba@troyocg.net

OWNER

Name Vittoria Investments, LLC Phone _____

Address 4900 N. 10th St. Suite B8 Fax: _____

City McAllen State TX Zip Code 78504 E-Mail: egamba@troyocg.net

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

Signature _____ Date 11/17/22

Owner

Signature _____ Date _____

Applicant

Signature _____ Date _____

Authorized Agent

U.S. HIGHWAY 83 (1-2)

NOTE:
● = SET 1/2" x 24"
IRON ROD WITH
PLASTIC CAP
STAMPED RPLS 4856
UNLESS OTHERWISE NOTED.



SCALE: 1" = 100'

EXISTING
40.00' R.O.W.
20.00'
20.00'

SET C.P.S.

SET 1/2" x 24"
IRON ROD WITH
CAP STAMPED
RPLS 4856

SAME
OWNERSHIP

EAST

948.38'

GROVER COMMERCIAL PLAZA
PHASE I RECORDED IN VOLUME 44,
PAGE 74, MAP RECORDS, HIDALGO
COUNTY, TEXAS.

SOUTH
296.99'

SET 1/2" x 24"
IRON ROD WITH
CAP STAMPED
RPLS 4856

EAST

(M.R. 395.00')
394.93'

FND. 1/2"
IRON ROD

S 00°03'16" E
326.54'

THE EUSA M. RAMON TRACT: A 5.349 ACRE
TRACT OF LAND OUT OF FARM TRACT 162,
WEST TRACT SUBDIVISION, ACCORDING TO
GENERAL WARRANTY DEED RECORDED UNDER
COUNTY CLERK'S DOCUMENT NUMBER
3317300, OFFICIAL RECORDS, HIDALGO
COUNTY, TEXAS.

FND. 1/2"
IRON ROD
RRA

S 89°55'40" W
105.24'

THE ANGELA L. MILANO TRACT: A 3.46
ACRE TRACT OF LAND OUT OF FARM
TRACT 165, WEST TRACT SUBDIVISION,
ACCORDING TO GENERAL WARRANTY
DEED RECORDED UNDER COUNTY
CLERK'S DOCUMENT NUMBER 2844066,
OFFICIAL RECORDS, HIDALGO COUNTY,
TEXAS.

S 00°00'44" E
469.67'

FND. 1/2"
IRON ROD
RRA

SET C.P.S.

1093.87'
N 00°43'08" E
Q. MIDWAY ROAD

FND. ROAD
SPIKE

FND. MAG
NAIL
S.W. COR.
F.T. 165

10' x 497.24' HIGHWAY RIGHT OF WAY EASEMENT IN FAVOR
OF HIDALGO COUNTY, RECORDED IN VOLUME 1373, PAGE
192, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

PIKE ROAD
(MILE 8 NORTH ROAD)

FND. MAG NAIL

1252.21'

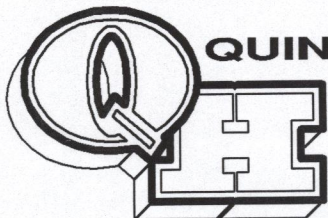
EXISTING 40.00' R.O.W.
20.00'
20.00'

FLOOD ZONE DESIGNATION: ZONE "X"
AREAS TO DETERMINED TO BE OUTSIDE 500-YEAR
FLOODPLAIN.

COMMUNITY-PANEL NUMBER 480334 0450 C
EFFECTIVE DATE: MAY 30, 2002 LOMR

PLAT SHOWING

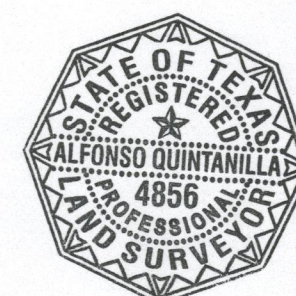
A 30.07 ACRE TRACT OF LAND OUT OF FARM TRACTS 165 AND 166, WEST TRACT
SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF
RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND
ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT
NUMBER 3269698 AND WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY
CLERK'S DOCUMENT NUMBER 3300467, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSOQ@QHA-ENG.COM



BEARINGS SHOWN ARE IN ACCORDANCE WITH GROVER
COMMERCIAL PLAZA PHASE I RECORDED IN VOLUME 44, PAGE
74, MAP RECORDS, HIDALGO COUNTY, TEXAS.

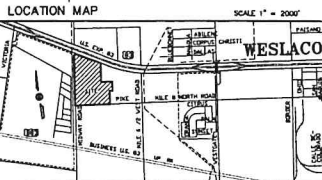
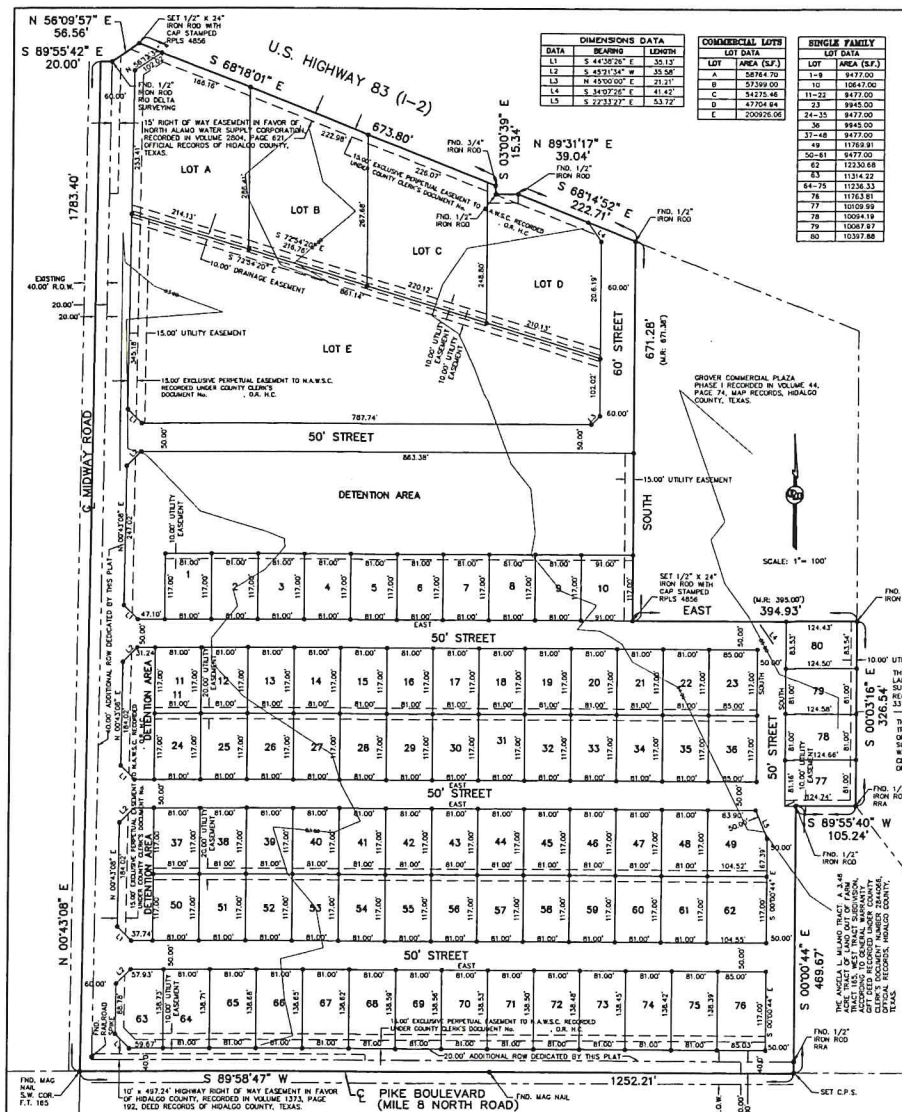
THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT
TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO
AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE
CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING
EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL
LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING
PLAT TO BE A TRUE AND CORRECT REPRESENTATION
OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL
SURVEY DONE ON THE GROUND UNDER MY DIRECTION.
THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR
SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE
ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF
IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.

Alfonso Quintanilla

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 2 PAGES 34-37
SURVEYED DECEMBER 20, 2022
ADDRESS _____
OWNER _____
JOB No. G.F. No. 175354 175362
BOOK No. PAGE _____
Z:\data\SUBD\WESLACO\VIKTORIA SUBD\PLAT



LEGEND

- CONTINUED ELEVATIONS
- 1/2" x 24" IRON ROD SET WITH PLASTIC CAP STAMPED P.L.S. 4856 UNLESS OTHERWISE NOTED



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
 CONSULTING ENGINEERS LAND SURVEYORS
 124 E. STUBBS ST. PHONE 556-381-6480
 COMBUDING, TEXAS 76339 FAX 808-381-0527
 REGISTRATION NUMBER T-1513 ALPHACORPORA-ENG-000

DIMENSIONS DATA

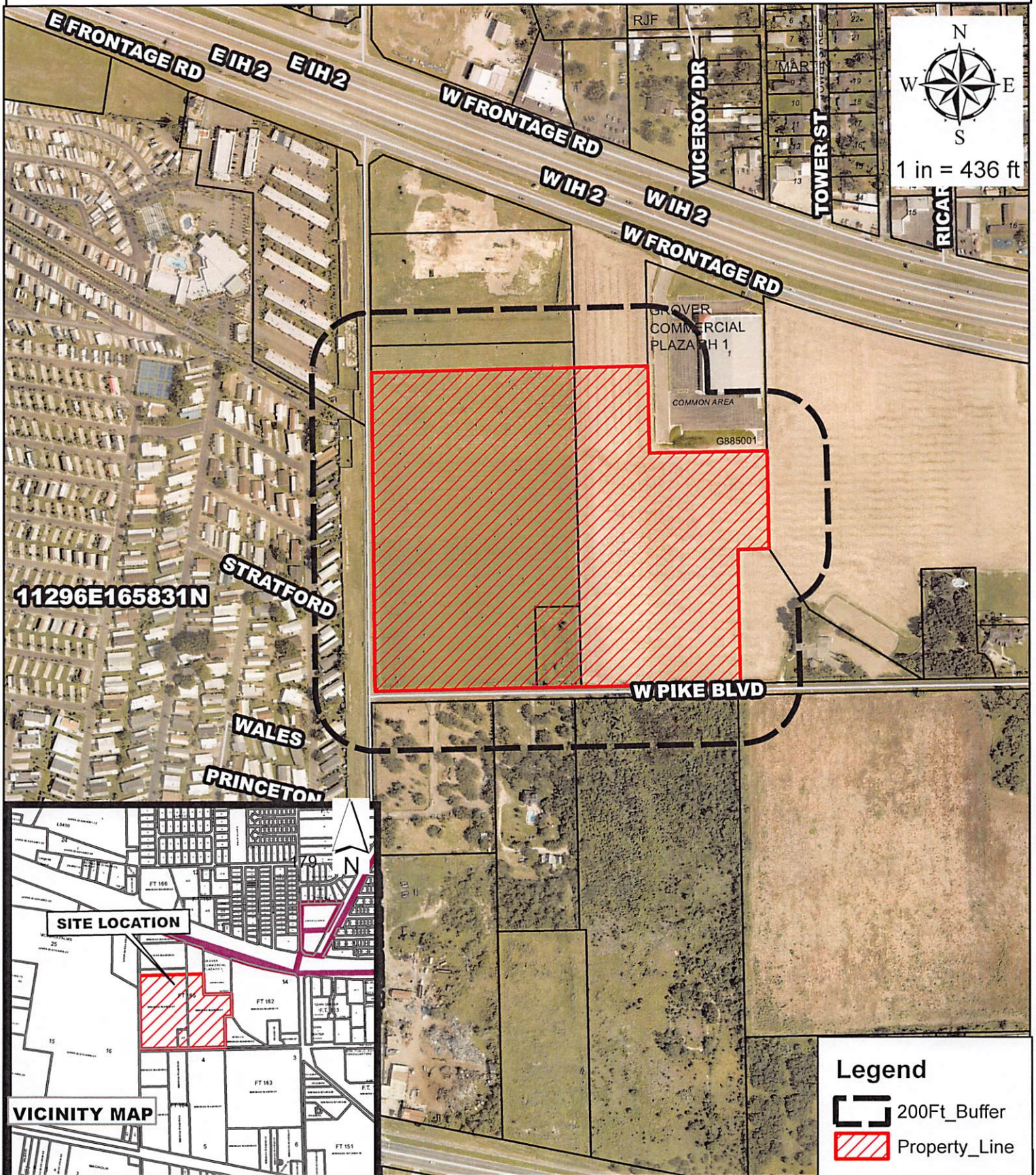
DATA	BEARING	LENGTH
L1	S 44°32'26" E	35.13
L2	S 43°11'14" E	35.58
L3	N 45°00'00" E	21.21
L4	S 49°22'06" E	41.42
L5	S 27°33'27" E	53.72

COMMERCIAL LOTS

LOT DATA	
LOT	AREA (S.F.)
A	5676.74
B	5739.00
C	94275.46
D	47704.84
E	209836.04

SINGLE FAMILY

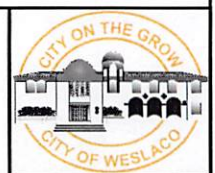
LOT DATA	
LOT	AREA (S.F.)
1-9	9477.00
10	10647.00
11-22	9477.00
23	9945.00
24-31	9473.00



Troyo Construction, LLC
3024 W Pike
West Tract Sub.

Purpose for the Rezone Request

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



JAN 4, 2023

SALINAS FUNERAL HOME INC 3103 CHAPA DR WESLACO TX 78599	G8850-01-000-0001-00 GROVER COMMERCIAL PLAZA PH 1 LOT 1 2929 EXPWY 83	L: 1342374 B: 2439634
MILANO GIOVANNA D & MILANO JOSIAH HERNANDEZ RRVCL TRST 2900 WEST PIKE BLVD WESLACO TX 78596	W3800-00-162-0000-10 WEST TRACT- S636.30' EXC OR FT 162 5.22AC NET	L: 30579 B: 0
DOMAIN DEVELOPMENT CORP 100 E NOLANA STE 130 MCALLEN, TX 78504-2670	W3800-00-163-0000-00 WEST TRACT N1166.80'-E1120' FT 163 09 AC NET 2 W PIKE BLVD	L: 70000 B: 0
AGUIRRE HECTOR LOPEZ 301 HECTOR DR ALAMO TX 78516	W3800-00-164-0000-00 WEST TRACT AN IRR TR E548.82'-FT 164 9.69 AC NET 0 W BUS HWY 83	L: 334730 B: 0
CANTU CESAR & ELISEO 2005 S 42ND ST MCALLEN TX 78503	W3800-00-164-0000-01 WEST TRACT N5AC-W13.80AC FT 164 3101 W PIKE BLVD	L: 102500 B: 0
RAMIREZ ROJELIO 3017 W PIKE BLVD WESLACO TX 78596	W3800-00-164-0000-04 WEST TRACT W274.41'-E823.24'-N793.69' C GR 4.84AC NET 3017 W PIKE BLVD	L: 113179 B: 245812
VITTORIA INVESTMENTS LLC 4900 N 10TH ST STE B8 MCALLEN TX 78504	W3800-00-165-0000-00 WEST TRACT S18.11AC-NW24.12AC FT 0 US BUS 83	L: 0 B: 0
VITTORIA INVESTMENTS LLC 4900 N 10TH ST STE B8 MCALLEN TX 78504	W3800-00-165-0000-01 WEST TRACT SW14.62AC - E23.43AC FT 1	L: 1182500 B: 0
MILANO ANGELA LINA 2900 W PIKE BLVD WESLACO TX 78596	W3800-00-165-0000-02 WEST TRACT AN IRR TR BEING SE 3.46AC NET 0 PIKE BLVD	L: 190300 B: 217853
VITTORIA INVESTMENTS LLC 4900 N 10TH ST STE B8 MCALLEN TX 78504	W3800-00-165-0000-03 WEST TRACT 1AC-SW25.12AC FT 165 3000 W PIKE	L: 0 B: 0
VITTORIA INVESTMENTS LLC 4900 N 10TH ST STE B8 MCALLEN TX 78504	W3800-00-165-0000-04 WEST TRACT N6.01AC- NW24.12AC FT 3209 W EXPWY 83	L: 143637 B: 0
RAMON ELISA 2808 W PIKE BLVD WESLACO TX 78596	W3800-00-162-0000-11 WEST TRACT AN IRR TR 6.30'-E259.05' FT 162 8.42AC NET	L: 0 B: 0

Rezone Request

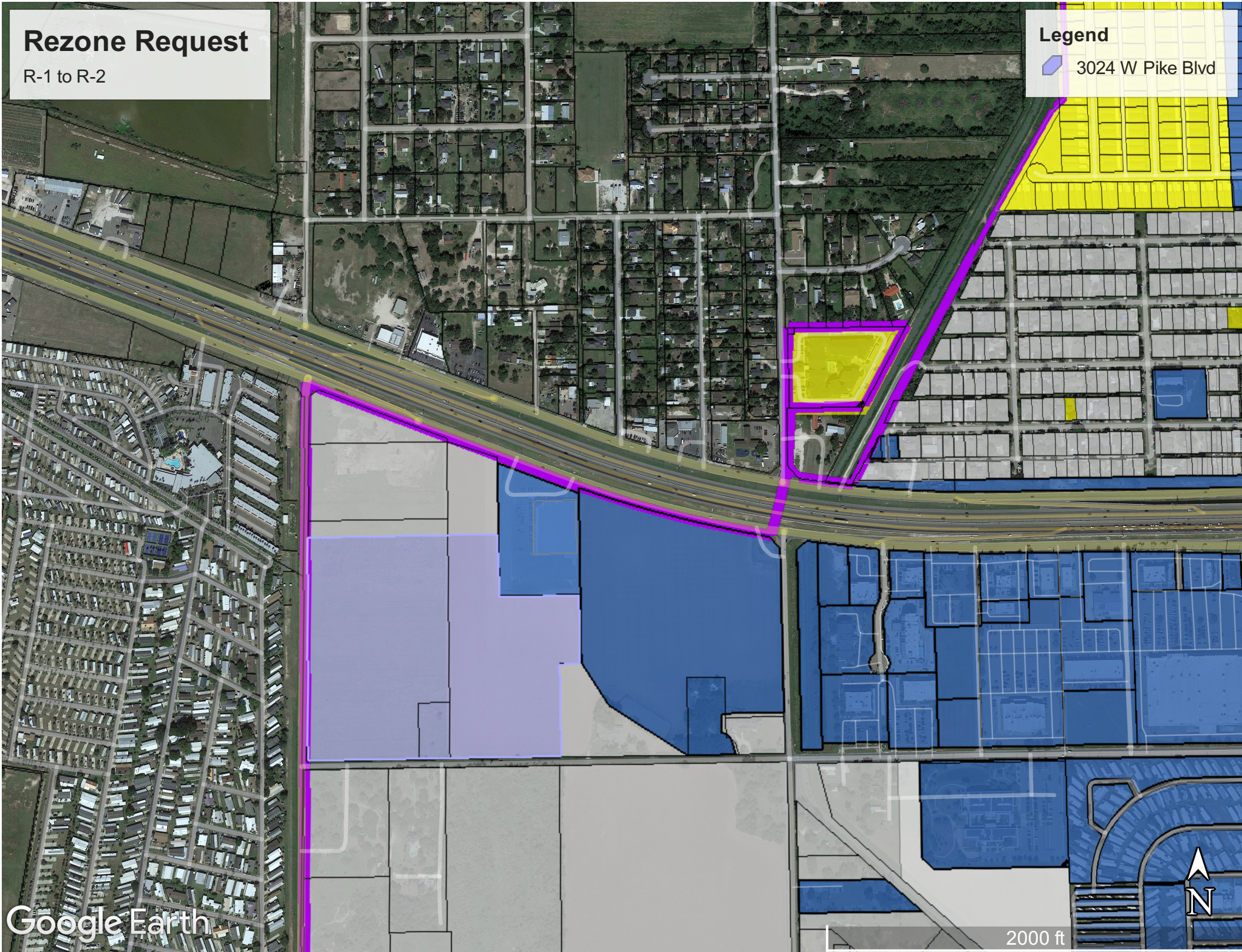
R-1 to R-2

Legend

 3024 W Pike Blvd

Google Earth

2000 ft



ORDINANCE NO. 2023-10

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 3024 W PIKE BLVD. ALSO BEING 30.07 ACRE TRACT OF LAND OUT OF FARM TRACTS 165 AND 166, WEST TRACT 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 3024 W Pike Blvd. Also being 30.07-acre tract of land out of Farm Tracts 165 and 166, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of February 2023.

PASSED AND APPROVED on second reading at a special meeting of the City Commission this 20th day of February 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: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6312	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-11 to rezone 3227 W Interstate 2. Also being 12.11 acre tract of land out of Farm Tracts 165 and 166, West Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary and Highway Business district and authorize the Mayor to execute any related documents. (First reading held February 7, 2023; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-2 Secondary and Highway Business District. Five (5) property owners within 200 feet of the applicant's property were notified by letter on January 20, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on January 16, 2023.			
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 of February 1, 2023			
NORMA CANTU REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
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-3227 W Interstate 2 - Memo, 3227 W Interstate 2 -attachments, 3227 W IH2- aerial, O2023-11 rezone 3227 W Interstate 2			
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- 3024 W Pike Blvd

DATE: January 31, 2023

The property owner is proposed eight-five (85) lot development with eighty (80) lots being for four-plex apartment units and five (5) commercial lots along Interstate 2. The property owner is currently going through the subdivision process. The property owner is proposing multi-level commercial buildings along Interstate 2 but has not formally submitted designs. Staff has not received any petitions for or against the rezone request.

The Planning & Zoning Commission recommended approval based on the 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-000365-2026

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 12.11 acres out of Farm Tract 165 and 166 Block _____

Subdivision Name West Tract Subdivision

Street Address _____

Existing Zoning R-1 Existing Land Use Open

Proposed Zoning B-2 Proposed Land Use Commercial

_____ \$300.00 non-refundable filing fee.

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

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

_____ City and school tax receipts attached.

_____ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Troyo Construction, LLC Phone _____

Address 4900 N. 10th St. Suite B8 Fax: _____

City McAllen State TX Zip Code 78504 E-Mail: egamba@troyocg.net

OWNER

Name Vittoria Investments, LLC Phone _____

Address 4900 N. 10th St. Suite B8 Fax: _____

City McAllen State TX Zip Code 78504 E-Mail: egamba@troyocg.net

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

Signature _____ Date 11/17/22
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

Date _____

P & Z Notice of Public Hearing Published in Newspaper

Date _____

City Commission Notice of Public Hearing Published

Date _____

Presented to P & Z Commission

Approved _____ Disapproved _____ Tabled _____

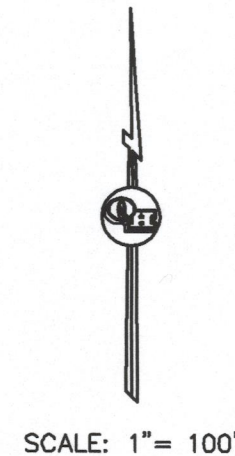
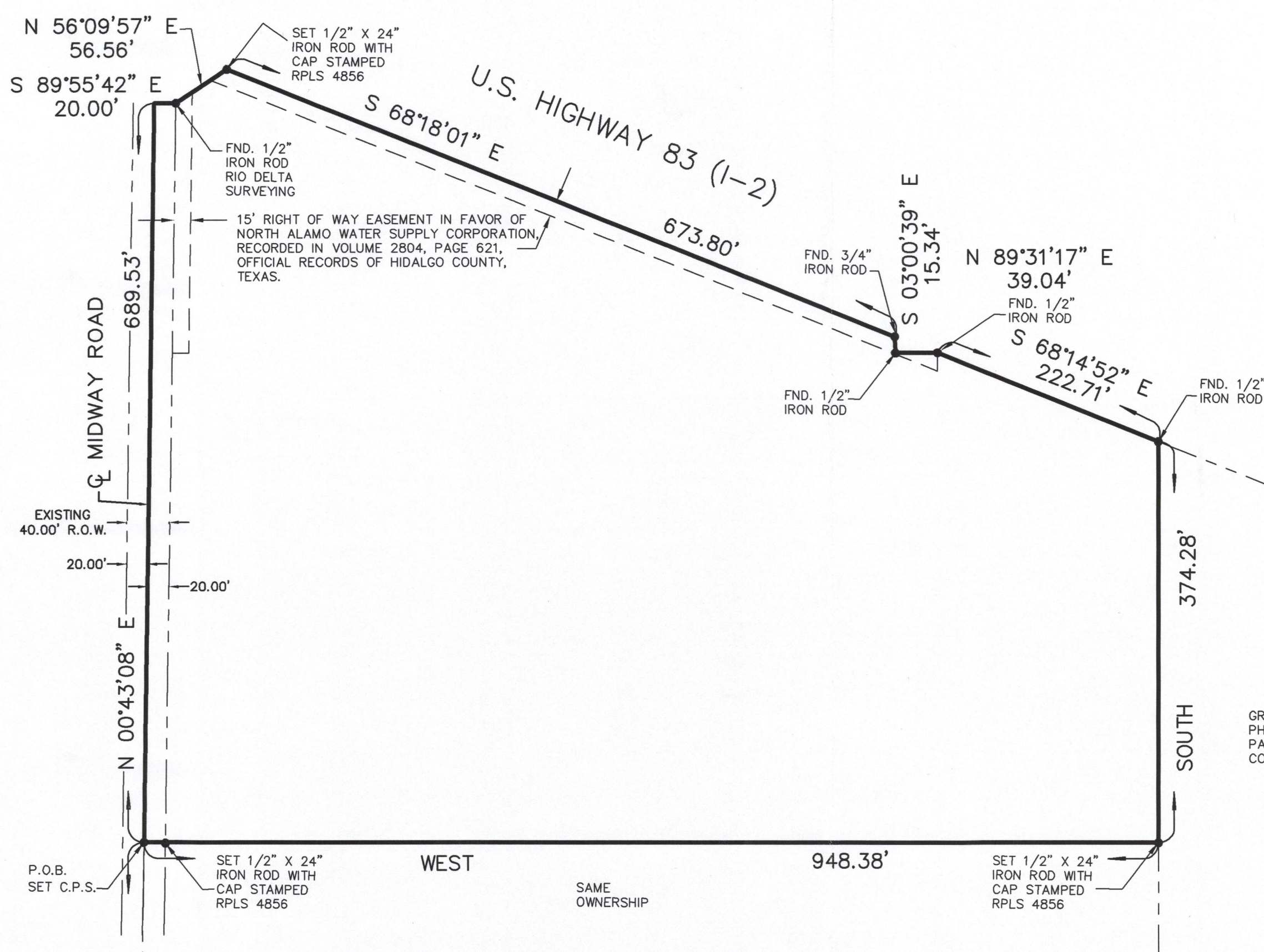
Date _____

Presented to City Commission

Approved _____ Disapproved _____ Tabled _____

Date _____

Ordinance No. _____



GROVER COMMERCIAL PLAZA
PHASE I RECORDED IN VOLUME 44,
PAGE 74, MAP RECORDS, HIDALGO
COUNTY, TEXAS.

PLAT SHOWING

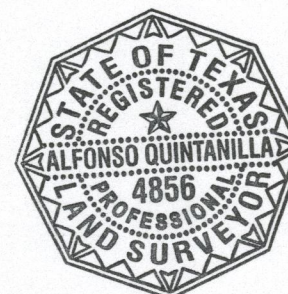
A 12.11 ACRE TRACT OF LAND OUT OF FARM TRACTS 165 AND 166, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3269698 AND WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3300467, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION: ZONE "X"
AREAS TO BE DETERMINED TO BE OUTSIDE 500-YEAR
FLOODPLAIN.
COMMUNITY-PANEL NUMBER 480334 0450 C
EFFECTIVE DATE: MAY 30, 2002 LOMR

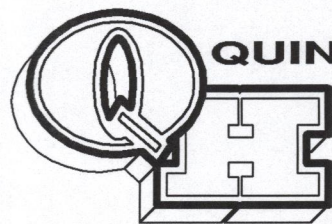
BEARINGS SHOWN ARE IN ACCORDANCE WITH GROVER
COMMERCIAL PLAZA PHASE I RECORDED IN VOLUME 44, PAGE
74, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT
TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO
AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE
CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING
EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL
LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING
PLAT TO BE A TRUE AND CORRECT REPRESENTATION
OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL
SURVEY DONE ON THE GROUND UNDER MY DIRECTION.
THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR
SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE
ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF
IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.



[Signature]
ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

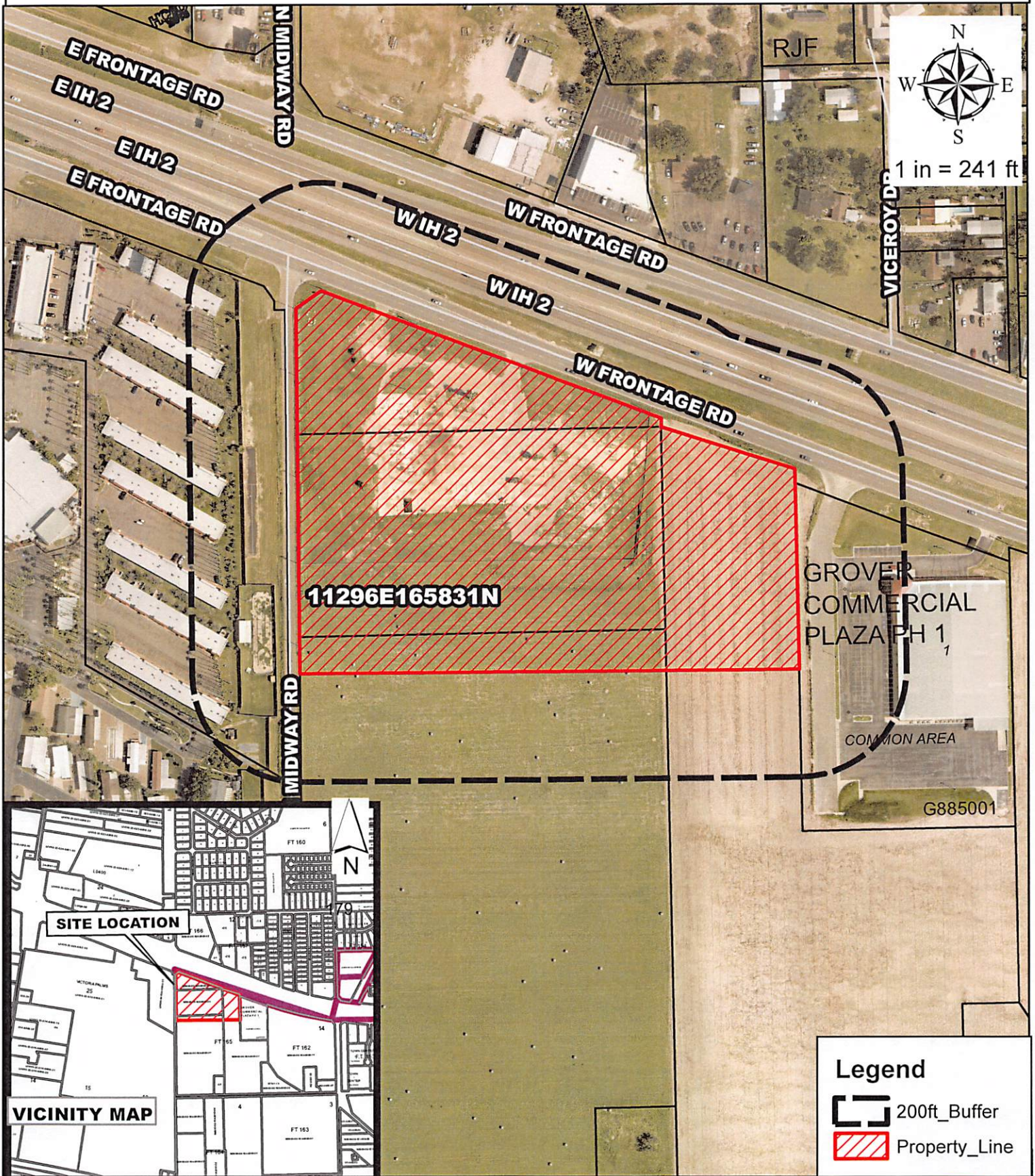


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSOQ@QHA-ENG.COM

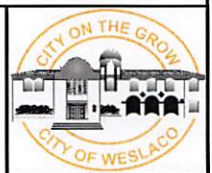
VOL. 2 PAGES 34-37
SURVEYED DECEMBER 20, 2022
OWNER _____
JOB No. G.F. No. 175354 175362
BOOK No. _____ PAGE _____
Z: \data\SUBD\WESLACO\VITTORIA SUBD\PLAT



Troy Construction, LLC
3227 W IH 2
West Tract Sub.

Purpose for the Rezone Request

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



JAN 4, 2023

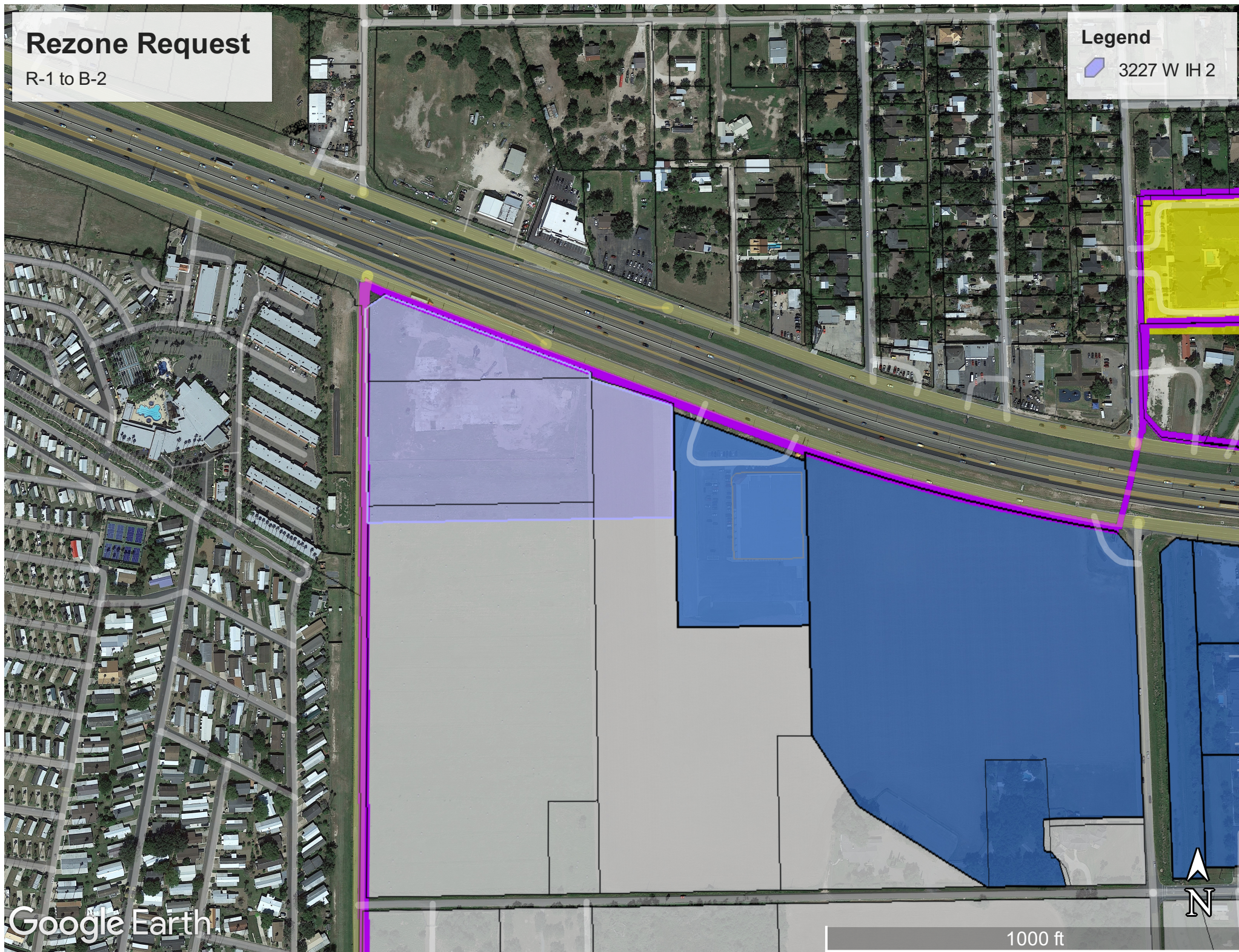
SALINAS FUNERAL HOME INC 3103 CHAPA DR WESLACO TX 78599	G8850-01-000-0001-00 GROVER COMMERCIAL PLAZA PH 1 LOT 1 2929 EXPWY 83	L: 1342374 B: 2439634
VITTORIA INVESTMENTS LLC 4900 N 10TH ST STE B8 MCALLEN TX 78504	W3800-00-165-0000-00 WEST TRACT S18.11AC-NW24.12AC FT 0 US BUS 83	L: 0 B: 0
VITTORIA INVESTMENTS LLC 4900 N 10TH ST STE B8 MCALLEN TX 78504	W3800-00-165-0000-01 WEST TRACT SW14.62AC - E23.43AC FT 1	L: 1182500 B: 0
VITTORIA INVESTMENTS LLC 4900 N 10TH ST STE B8 MCALLEN TX 78504	W3800-00-165-0000-04 WEST TRACT N6.01AC- NW24.12AC FT 3209 W EXPWY 83	L: 143637 B: 0
VITTORIA INVESTMENTS LLC 4900 N 10TH ST STE B8 MCALLEN, TX 78504	W3800-00-166-0000-00 WEST TRACT SW 2.30AC SW-EXPWY FT 166 2.30AC 0	L: 270508 B: 94068

Rezone Request

R-1 to B-2

Legend

 3227 W IH 2



Google Earth

1000 ft



ORDINANCE NO. 2023-11

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 3227 W INTERSTATE 2. ALSO BEING 12.11 ACRE TRACT OF LAND OUT OF FARM TRACTS 165 AND 166, WEST TRACT SUBDIVISION, WESLACO HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-2 SECONDARY AND HIGHWAY BUSINESS DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-family dwelling district to B-2 Secondary and Highway Business District located at 3024 W Pike Blvd. Also being 30.07-acre tract of land out of Farm Tracts 165 and 166, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of February 2023.

PASSED AND APPROVED on second reading at a special meeting of the City Commission this 20th day of February 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: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6313	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-12 to rezone 715 E Sugarcane Dr. Also being 2.349 acre tract of land out of Farm Tract 57, West Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment district and authorize the Mayor to execute any related documents. (First reading held February 7, 2023; 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. Nineteen (19) property owners within 200 feet of the applicant's property were notified by letter on January 20, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on January 16, 2023.			
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 of February 1, 2023			
NORMA CANTU REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
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-715 E Sugarcane Dr- - Memo, 715 E Sugarcane Dr- attachments, 715 E SUGARCANE DR-AERIAL, O2023-12 rezone 715 E Sugarcane Dr			
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- 715 E Sugarcane Dr

DATE: January 31, 2023

The property owner is proposed twenty-four (24) lot townhome development and has provided a preliminary design layout. The property is currently abutting R-2 apartment & duplex apartments to the South and East along E. Sugarcane Drive. Staff has not received any petitions for or against the rezone request.

The Planning & Zoning Commission recommended approval based on the 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-000376-2023

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot Farm Tract 57 Block _____

Subdivision Name West Tract Subdivision

Street Address 715 E Sugarcane

Existing Zoning R-1 Existing Land Use _____

Proposed Zoning R-2 Proposed Land Use Multi-family

_____ \$300.00 non-refundable filing fee.

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

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

_____ City and school tax receipts attached.

_____ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Carlo and Brooke Cantu Phone (208) 972-1192

Address 2016 S. 45th Street Fax: _____

City McAllen State TX Zip Code 78503 E-Mail: carlo@crcdesign-build.com

OWNER

Name Carlo and Brooke Cantu Phone (208) 972-1192

Address 2016 S. 45th Street Fax: _____

City McAllen State TX Zip Code 78503 E-Mail: carlo@crcdesign-build.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] B. Cantu Date 11-1-2022

Owner

Signature [Signature] B. Cantu Date 11-1-2022

Applicant

Signature [Signature] B. Cantu Date 11-1-2022

Authorized Agent

THE ROBERT S. PONTIUS TRACT, A TRACT OF LAND OUT OF FARM TRACT 57, WEST TRACT SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1566, PAGE 1000, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

(D.R: 279.45')

EAST

HOG-WIRE FENCE

279.27'

FND. 1/2" IRON ROD

FND. 1/2" IRON ROD

WATER SERVICE

EXIST. 30" DRAIN LINE

EXIST. WATERLINE

SATELLITE DISH

CEDAR FENCE

80.00' DRAINAGE RIGHT OF WAY EASEMENT DONATED TO THE CITY OF WESLACO BY HIDALGO AND CAMERON COUNTIES WATER CONTROL AND IMPROVEMENTS DISTRICT No. 9 (THIS INFORMATION WAS CONVEYED BY Mr. ISAAC RODRIGUEZ GIS SPECIALIST FROM H.C.C.I.D. No. 9 NO RECORDED INSTRUMENT FOUND)

EXIST. 24' PAVEMENT

FND. 1/2" IRON ROD

FND. 1/2" IRON ROD

OVERHEAD POWER LINE

FND. 1/2" IRON ROD

FND. 1/2" IRON ROD

SCALE 1" = 60'

CHAINLINK FENCE GATE

EXIST. 50.00' R.O.W.

EXIST. 40' B-B

NORTH 25.00'

WEST 204.09'

WEST 443.02'

FND. OLD C.P.S.

(D.R: 204.05')

FND. C.P.S.

(SUGAR CANE DRIVE)

P.O.B. SET C.P.S.

P.O.C. S.E. COR. F.T. 57

PLAT SHOWING 1/2 MILE 9 NORTH ROAD

A 1.589 ACRE TRACT OF LAND OUT OF FARM TRACT 57, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1472627, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

SCHEDULE B PARAGRAPH 10

EASEMENT AND RIGHT OF WAY GRANTED TO CENTRAL POWER AND LIGHT COMPANY, RECORDED IN VOLUME 3130, PAGE 581, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. (APPLY-BLANKET)

RIGHTS OR CLAIMS BY HIDALGO AND CAMERON COUNTIES WATER CONTROL AND IMPROVEMENTS DISTRICT No. 9 TO ANY PORTION OF PROPERTY LYING WITHIN CANAL AND/OR DRAIN DITCH EASEMENTS AND/OR RIGHTS OF WAY LOCATED ON THE PROPERTY. (APPLY-BLANKET)

LEGEND

- = FIRE HYDRANT
- = POWER POLE
- = WATER VALVE
- = FLUSH VALVE
- = TELEPHONE POLE



VOL. 2 PAGES 34-37
SURVEYED JUNE 6, 2022
ADDRESS _____

OWNER JUAN ORTIZ CANTU

JOB No. G.F. No. 22012133
BOOK No. _____ PAGE _____

Z:\data\SUBDIVISIONS\12-PRELIMINARY\Carlo Cantu\W TRACK FT57

FLOOD ZONE DESIGNATION: ZONE "X"
AREAS TO DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

COMMUNITY-PANEL NUMBER 480334 0450 C
EFFECTIVE DATE: MAY 30, 2002 LOMR

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH ERIKA'S OAKWOOD VILLAGE TOWNHOUSES RECORDED IN VOLUME 35, PAGE 57, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

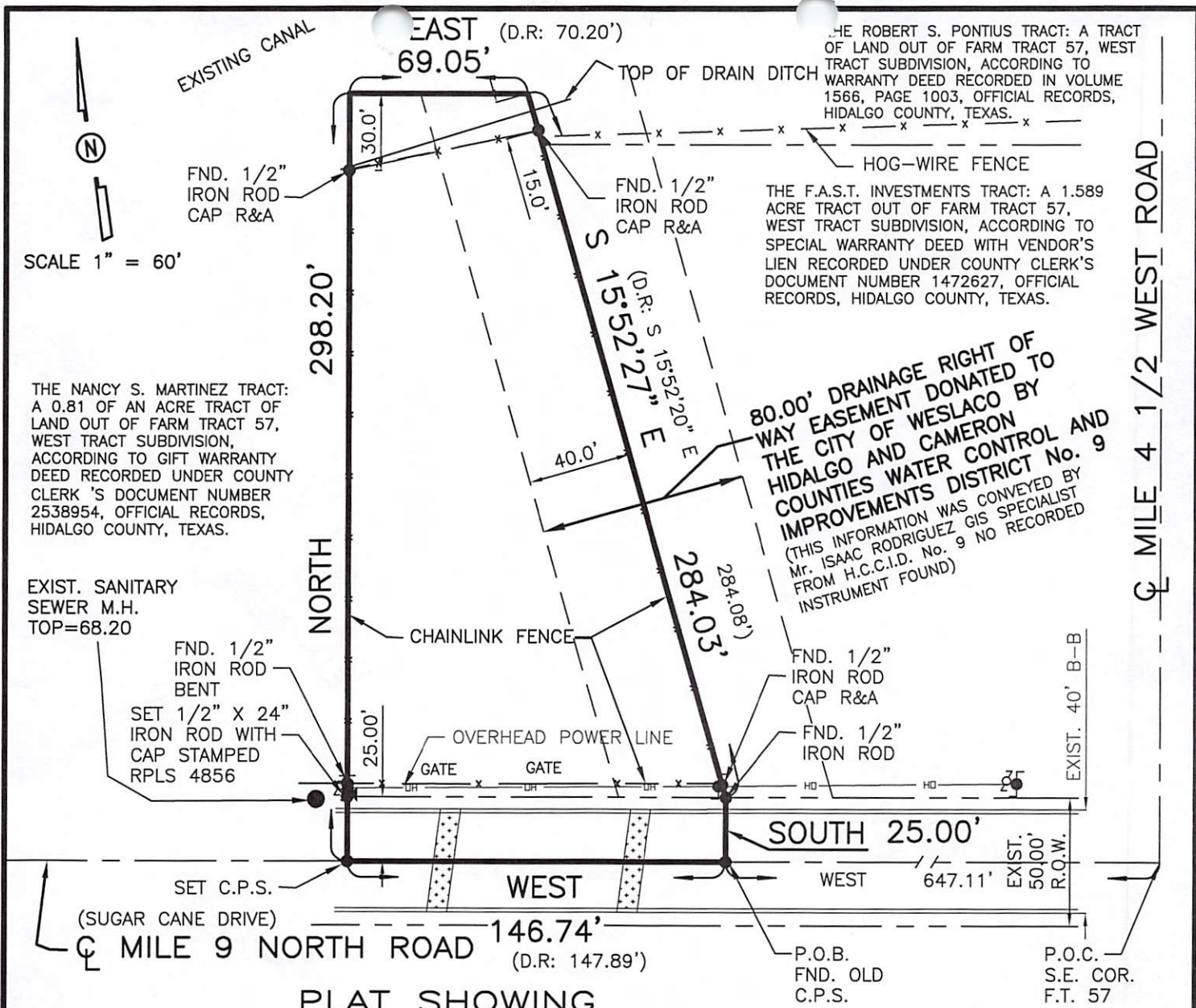
I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS
124 E. STUBBS ST. PHONE 956-381-6480
EDINBURG, TEXAS 78539 FAX 956-381-0527



PLAT SHOWING

A 0.76 OF AN ACRE TRACT OF LAND OUT OF FARM TRACT 57, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO GIFT WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2500067, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION: ZONE "X"
AREAS TO DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

COMMUNITY-PANEL NUMBER 480334 0450 C
EFFECTIVE DATE: MAY 30, 2002 LOMR

LEGEND

- = FIRE HYDRANT
- = POWER POLE
- = WATER VALVE
- = FLUSH VALVE
- = TELEPHONE POLE

RIGHTS OR CLAIMS BY HIDALGO AND CAMERON COUNTIES WATER CONTROL AND IMPROVEMENTS DISTRICT No. 9 TO ANY PORTION OF PROPERTY LYING WITHIN CANAL AND/OR DRAIN DITCH EASEMENTS AND/OR RIGHTS OF WAY LOCATED ON THE PROPERTY. (APPLY-BLANKET)

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I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.

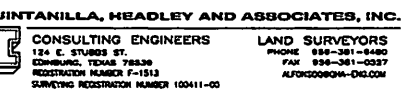


VOL. 2 PAGES 34-37
SURVEYED JUNE 6, 2022
ADDRESS _____

OWNER CARLO CANTU

JOB No. FILE No. 1622724
BOOK No. _____ PAGE _____

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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527

METES AND BOUNDS

A 2.349 ACRE TRACT OF LAND OUT OF FARM TRACT 57, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3353545, AND WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3354448, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF FARM TRACT 57 AND IN THE CENTERLINE OF MILE 9 NORTH ROAD (SUGAR CANE DRIVE) FOR THE SOUTHWEST CORNER OF ERICA'S OAKWOOD VILLAGE TOWNHOUSES (RECORDED IN VOLUME 35, PAGE 57, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS WEST, 443.02 FEET (DEED RECORD: 443.06 FEET) FROM THE SOUTHEAST CORNER OF FARM TRACT 57.

THENCE; WEST, ALONG THE SOUTH LINE OF FARM TRACT 57 AND THE CENTERLINE OF MILE 9 NORTH ROAD (SUGAR CANE DRIVE), A DISTANCE OF 350.83 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF THE NANCY S. MARTINEZ TRACT (A 0.81 OF AN ACRE TRACT OF LAND OUT OF FARM TRACT 57, WEST TRACT SUBDIVISION, ACCORDING TO GIFT WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2538954, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE EAST LINE OF THE NANCY S. MARTINEZ TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 25.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 9 NORTH ROAD (SUGAR CANE DRIVE), PASSING A 1/2" IRON ROD WITH CAP STAMPED R&A FOUND AT 268.20 FEET FOR THE TOP OF DRAIN DITCH, A TOTAL DISTANCE OF 298.20 FEET TO A POINT FOR A CORNER OF THE ROBERT S. PONTIUS TRACT (A TRACT OF LAND OUT OF FARM TRACT 57, WEST TRACT SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1566, PAGE 1003, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

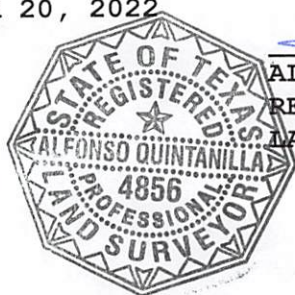
THENCE; EAST, ALONG THE SOUTH LINE OF THE ROBERT S. PONTIUS TRACT, A DISTANCE OF 348.32 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF ERICA'S OAKWOOD VILLAGE TOWNHOUSES AND THE NORTHEAST CORNER OF THIS TRACT.

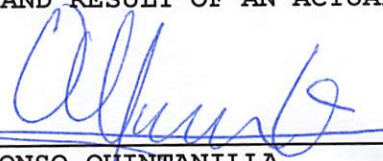
THENCE; S 00°03'35" E (DEED RECORD: SOUTH), ALONG THE WEST LINE OF ERICA'S OAKWOOD VILLAGE TOWNHOUSES, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 265.41 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 9 NORTH ROAD (SUGAR CANE DRIVE), A TOTAL DISTANCE OF 290.41 FEET (DEED RECORD: 290.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.349 ACRES OF LAND MORE OR LESS.

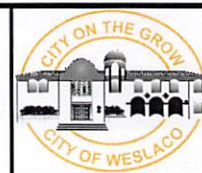
BEARINGS ARE IN ACCORDANCE WITH ERICA'S OAKWOOD VILLAGE TOWNHOUSES, RECORDED IN VOLUME 35, PAGE 57, MAP RECORDS, HIDALGO COUNTY, TEXAS.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: DECEMBER 20, 2022




ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



Purpose for the Rezone Request	
Existing zoning:	R-1
Existing land use:	Vacant Land
Prop Zone:	R-2

JAN 12, 2023

MORALES SERGIO PO BOX 6011 MCALLEN TX 78502	C8450-00-000-0002-00 COUNTRY ACRES ALL LOT 2 & E6.06' EY LYING N & E OF LTS 2 & 3 A/K/A 817 E SUGAR CANE DR	L: 118024 B: 415252
CANTU CARLO & BROOKE 2016 S 45TH ST MCALLEN TX 78503	C8450-00-000-0004-00 COUNTRY ACRES W35.50'-E53.56' LOT 4 & EY AKA W35.5'-E478.56'-S298.20' FT 57 715 E SUGAR CANE DR	L: 21272 B: 0
MARTINEZ NANCY S & MARLA REYES ESPERANZA MARTINEZ 609 E SUGAR CANE DR WESLACO TX 78599	C8450-00-000-0007-00 COUNTRY ACRES ALL LOT 7 & N20' ALLEY '-W125' -E920' FT 57 WEST TRACT 609 E SUGAR CANE DR	L: 70104 B: 128038
MARTINEZ FLORENCIO 984 ALHAMBRA ST SOLEDAD CA 93960	C8450-00-000-0008-00 COUNTRY ACRES ALL LOT 8 & N20' ALLEY '-W125' -E1045' BNG AN IRR TR - FT 57 603 E SUGAR CANE DR	L: 56830 B: 74076
MORALES SERGIO G 5211 S MCCOLL EDINBURG TX 78539	E6630-00-000-00B1-00 ERICA'S OAKWOOD VILLAGE 0 SQ FT IN COMMON AREA & 4/12TH 0 MILE 9 N	L: 65152 B: 169381
DAVALOS JULIO & GERARDO D ANSELMO M GALLEGOS 2120 TROPHY DR EDINBURG TX 78542	H2150-02-001-0002-00 HERITAGE SQUARE UT NO. 2 LOT 2 BLK 1 824 E SUGAR CANE DR	L: 51975 B: 283127
720 E SUGARCANE LLC 418 E 12TH ST SAN JUAN TX 78589	H2150-02-001-0003-00 HERITAGE SQUARE UT NO. 2 LOT 3 BLK 1 720 E SUGAR CANE DR	L: 63000 B: 311675
ASE REAL ESTATE LLC SERIES E PO BOX 1014 WESLACO TX 78599	H2150-02-001-0004-00 HERITAGE SQUARE UT NO. 2 LOT 4 BLK 1 712 E SUGAR CANE DR	L: 34683 B: 204317
ASE REAL ESTATE LLC SERIES E PO BOX 1014 WESLACO TX 78599	H2150-02-001-0005-00 HERITAGE SQUARE UT NO. 2 LOT 5 BLK 1 708 E SUGAR CANE DR	L: 35874 B: 209126
DASC INVESTMENTS LLC PO BOX 503 MISSION TX 78573	H2150-02-001-0006-00 HERITAGE SQUARE UT NO. 2 LOT 6 BLK 1 620 E SUGAR CANE DR	L: 31500 B: 0
OLIVAREZ FAMILY PARTNERSHIP LTD PO BOX 22 WESLACO TX 78599	H2150-02-001-0007-00 HERITAGE SQUARE UT NO. 2 LOT 7 BLK 1 608 E SUGAR CANE DR	L: 31500 B: 126985
OLIVAREZ FAMILY PARTNERSHIP LTD PO BOX 22 WESLACO TX 78599	H2150-02-001-0008-00 HERITAGE SQUARE UT NO. 2 LOT 8 BLK 1 608 E SUGAR CANE DR	L: 38115 B: 118885

JAN 12, 2023

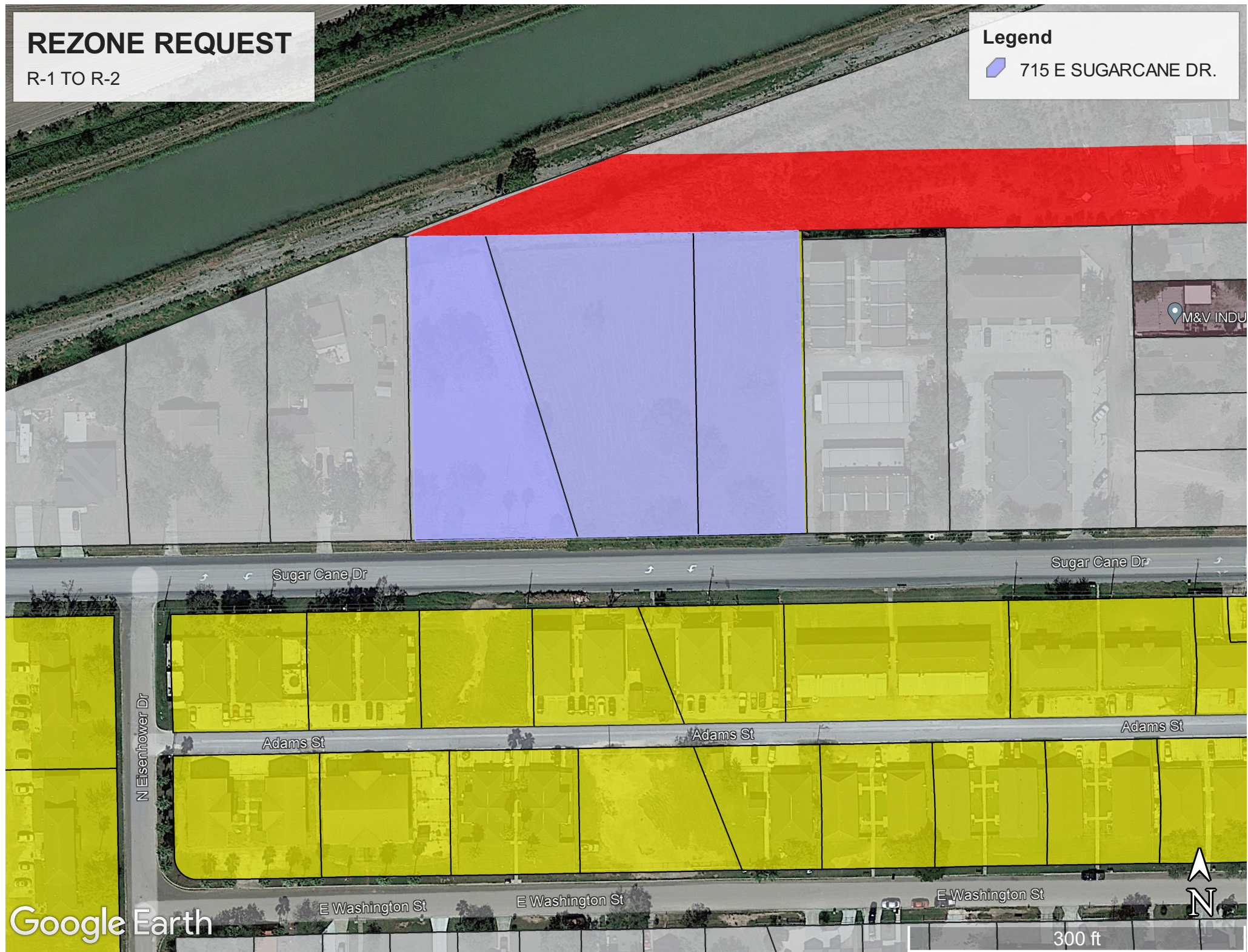
JIMENEZ RICHARD M & DONNA TRUSTEES OF THE G & A 2016 FAIR OAKS DR MISSION TX 78574	H2150-02-001-0010-00 HERITAGE SQUARE UT NO. 2 LOT 10 & W 1 617 WASHINGTON ST	L: 41250 B: 297145
PERALES ROBERT 2612 E BUSINESS 83 STE A WESLACO TX 78596	H2150-02-001-0011-00 HERITAGE SQUARE UT NO. 2 LOT 11 BLK 623 WASHINGTON ST	L: 34650 B: 154155
SAAVEDRA EMILIANO 309 N IOWA WESLACO TX 78596	H2150-02-001-0012-00 HERITAGE SQUARE UT NO. 2 LOT 12 BLK 705 WASHINGTON ST	L: 41421 B: 0
ESPARZA ALEJANDRO ET AL 715 E WASHINGTON ST WESLACO TX 78599	H2150-02-001-0013-00 HERITAGE SQUARE UT NO. 2 LOT 13 BLK 715 WASHINGTON ST	L: 29526 B: 93441
DE ANDA DELFINA SOSA 2514 TAHOE ST WESLACO TX 78599	H2150-02-001-0014-00 HERITAGE SQUARE UT NO. 2 LOT 14 BLK 723 WASHINGTON ST	L: 33000 B: 171776
GOMEZ MARIA S 2601 N BRIDGE AVE WESLACO TX 78599	W3800-00-057-0000-01 WEST TRACT 0.81AC-10.45AC FT 57 2601 N BRIDGE AVE	L: 30187 B: 101683
ESPARZA, ALEJANDRO ET AL 715 E WASHINGTON ST # 2 WESLACO TX 78596-8864	H2150-02-001-0013-10 HERITAGE SQUARE #2 LOT 13 BLK 1 715 WASHINGTON ST	L: 9842 B: 37865

REZONE REQUEST

R-1 TO R-2

Legend

 715 E SUGARCANE DR.



Google Earth

ORDINANCE NO. 2023-12

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 715 E SUGARCANE DR. ALSO BEING 2.349 ACRE TRACT OF LAND OUT OF FARM TRACT 57, WEST TRACT 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 715 E Sugarcane Dr. Also being 2.349-acre tract of land out of Farm Tract 57, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of February 2023.

PASSED AND APPROVED on second reading at a special meeting of the City Commission this 20th day of February 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: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6314	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-13 amending Ordinance 2013-08 City of Weslaco Landscaping and Buffering Ordinance and authorize the City Manager to execute any related documents and authorize the Mayor to execute any related documents. (First reading held February 7, 2023; staffed by Planning & Code Enforcement Department.)			
Background: The Weslaco landscaping and buffering ordinance was previously adopted by City Commission as ordinance number 2013-08 on August 20, 2013. The current ordinance does not require buffering in between different residential zoning uses, only commercial. Staff has proposed requiring a six-foot buffering fencing in-between properties of a different zoning designation or use. This will allow staff to require buffering fencing in between R-1 and R-2 zoned areas. Staff has also removed ordinance section 26-354, also being the tree preservation ordinance, which has been deemed an illegal taking as per case study.			
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:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Planning and Code Enforcement Director.			
Staff Recommendation: Staff recommends approval of the amendments to the ordinance			
Attachments, if any: Landscape Ordinance- Memo, AG opinion Tree Preservation, O2023-13 amending Landscaping & Buffering			
Responsibilities upon Approval: Staff will enforce the new amendments to the landscape ordinance.			

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: Landscape Ordinance

DATE: January 31, 2023

The Weslaco landscaping and buffering ordinance was previously adopted by City Commission as ordinance number 2013-08 on August 20, 2013. The current ordinance does not require buffering in between different residential zoning uses, only commercial. Staff has proposed requiring a six-foot buffering fencing in-between properties of a different zoning designation or use. This will allow staff to require buffering fencing in between R-1 and R-2 zoned areas. Staff has also removed ordinance section 26-354, also being the tree preservation ordinance, which has been deemed an illegal taking as per case study.

Thank you,

Rebekah de la Fuente, CFM



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

July 14, 2017

The Honorable Donna Campbell, M.D.
Chair, Committee on Veteran Affairs
and Border Security
Texas State Senate
Post Office Box 12068
Austin, Texas 78711-2068

Opinion No. KP-0155

Re: Whether under certain circumstances
municipal tree preservation ordinances may
violate the Takings Clause of the Texas
Constitution (RQ-0164-KP)

Dear Senator Campbell:

You ask whether “under certain circumstances municipal tree preservation ordinances may violate the Takings Clause of the Texas Constitution.”¹ A number of Texas municipalities have ordinances regulating the removal of trees within their jurisdiction.² The ordinances vary widely with regard to when individual cities regulate tree removal, the sizes and types of trees regulated, and the conditions imposed on property owners desiring to remove trees. Many of the ordinances require a property owner to obtain a permit before removing a protected tree, and they often require property owners to mitigate any loss of trees by paying a fee, planting trees elsewhere, or some other action. Briefing submitted with your request references two specific municipal tree preservation ordinances. Request Letter at 2–5. However, you ask about the constitutionality of the ordinances generally without regard to a particular ordinance, and we advise accordingly.

The Takings Clause of the Texas Constitution provides that “[n]o person’s property shall be taken, damaged, or destroyed for or applied to public use without adequate compensation being made, unless by the consent of such person.” TEX. CONST. art. I, § 17(a). Although the Texas takings provision is worded differently than the Takings Clause of the United States Constitution, it has been described as “comparable.” See *Sheffield Dev. Co. v. City of Glenn Heights*, 140

¹Letter from Honorable Donna Campbell, M.D., Chair, Senate Comm. on Veteran Affairs & Border Sec., to Honorable Ken Paxton, Tex. Att’y Gen. at 1 (June 8, 2017), <https://www.texasattorneygeneral.gov/opinion/requests-for-opinion-rqs> (“Request Letter”).

²See, e.g., Abilene, Tex., Land Dev. Code §§ 4.2.3.1–4.2.3.4; Allen, Tex., Land Dev. Code §§ 7.06–7.06.9; Austin, Tex., Env’tl. Criteria Manual §§ 3.1.0–3.7.1; Bunker Hill Village, Tex., Code §§ 4-181–4-185; Carrollton, Tex., Code §§ 155.01–.10; Dallas, Tex., Code §§ 51A-10.130–.132; Houston, Tex., Code §§ 33.123, 33.130; League City, Tex., Code § 102-12; McKinney, Tex., Code § 146-136; San Antonio, Tex., Unified Dev. Code § 35-523.

S.W.3d 660, 669 (Tex. 2004). Texas courts therefore typically look to federal cases for guidance on the constitutionality of a taking. *Id.*

We find no cases analyzing the constitutionality of tree preservation ordinances under the Takings Clause of the Texas Constitution, so we refer to general Takings Clause jurisprudence for guidance. Both the United States and Texas Supreme Courts hold certain regulatory action to constitute *per se* takings, requiring automatic compensation. See *Lucas v. S.C. Coastal Council*, 505 U.S. 1003, 1014–15 (1992); *Loretto v. Teleprompter Manhattan CATV Corp.*, 458 U.S. 419, 426 (1982). If a governmental entity “denies all economically beneficial or productive use of land” to a private property owner, a *per se* taking occurs.³ *Lucas*, 505 U.S. at 1015; *Sheffield Dev. Co.*, 140 S.W.3d at 671. “Determining whether all economically viable use of a property has been denied entails a relatively simple analysis of whether value remains in the property after the governmental action.” *Mayhew v. Town of Sunnyvale*, 964 S.W.2d. 922, 935 (Tex. 1998). Thus, if a municipal tree preservation ordinance operates to deny a property owner all economically beneficial or productive use of land, the ordinance will result in a taking that requires just compensation.

Outside of *per se* regulatory takings, a compensable regulatory taking may occur when a governmental entity imposes restrictions that “unreasonably interfere with landowners’ rights to use and enjoy their property.” *Id.* Determining whether regulatory action unreasonably interferes with a specific landowner’s right to use and enjoy his or her property requires consideration of multiple factors, which the United States Supreme Court set out in *Penn Central Transportation Co. v. City of New York*, 438 U.S. 104, 124 (1978). Those factors include: (1) the economic impact of the regulation; (2) the extent to which the regulation interferes with distinct investment-backed expectations; and (3) the character of the governmental action. *Id.*; *Sheffield Dev. Co.*, 140 S.W.3d at 672.

The first factor, the economic impact of the regulation, “compares the value that has been taken from the property with the value that remains in the property.” *Mayhew*, 964 S.W.2d at 935–36. Analysis under this factor may include consideration of both the landowner’s lost development profits as a result of the regulatory action and the investment profits since original acquisition of the property. *Sheffield Dev. Co.*, 140 S.W.3d at 677. If application of a municipal tree preservation ordinance to a specific property results in significant economic impact to the owner, that fact will weigh in favor of finding a taking.

The second factor, the investment-backed expectation of the landowner, considers the existing and permitted use of the property as a basis for determining the extent of interference with

³In addition, where a governmental entity requires an owner to suffer a permanent physical invasion of the property, the United States Supreme Court has deemed such action a *per se* taking requiring just compensation. *Loretto*, 458 U.S. at 426. Further describing what it meant by “physical invasion,” the Court explained “where real estate is actually invaded by superinduced additions of water, earth, sand, or other material, or by having any artificial structure placed on it, so as to effectually destroy or impair its usefulness, it is a taking, within the meaning of the Constitution.” *Id.* at 427. The Court distinguished between a physical invasion of a property and a regulation that restricts the use of the property. *Id.* Because requiring the preservation of trees does not result in any governmental invasion or occupation of the property, a court would be unlikely to conclude that a *per se* physical taking akin to *Loretto* resulted.

the owner's primary expectation concerning the use of the land. *Penn Cent.*, 438 U.S. at 136; *Mayhew*, 964 S.W.2d at 936. In analyzing this factor, courts will consider regulations existing at the time the landowner acquired the property to determine the owner's reasonable investment-backed expectations. *Id.* at 937-38. To the extent that a landowner acquired property prior to the adoption of a municipal tree preservation ordinance, that fact will weigh in favor of finding a taking.

The third factor, the character of the governmental action, considers the purpose of the regulation and how it affects specific landowners in relation to the general public. The United States Supreme Court explained that a taking "may more readily be found when the interference with property can be characterized as a physical invasion by government, than when interference arises from some public program adjusting the benefits and burdens of economic life to promote the common good." *Penn Cent.*, 438 U.S. at 124. Under this factor, courts will also consider whether the regulatory action is generally applicable or exclusively directed at a specific landowner. See *Sheffield Dev. Co.*, 140 S.W.3d at 678.

Given the *Penn Central* factors, the enforcement of a tree preservation ordinance to a specific property could in certain instances result in a taking that requires just compensation. However, that determination involves "essentially ad hoc, factual inquiries" that will depend on the specific property and the specific government action in each case. *Penn Cent.*, 438 U.S. at 124. Furthermore, while the *Penn Central* factors serve as "guiding considerations" in determining whether a taking occurred, the courts caution that "these factors do not comprise a formulaic test." *Sheffield Dev. Co.*, 140 S.W.3d at 672. Thus, whether a regulatory taking occurred in any specific context requires careful examination and weighing of private and public interests and the relevant circumstances specific to each case. *Id.*; see Tex. Att'y Gen. Op. No. GA-0750 (2009) at 2 (explaining that this office does not investigate or resolve factual disputes in the opinion process).

S U M M A R Y

If a municipal tree preservation ordinance operates to deny a property owner all economically beneficial or productive use of land, the ordinance will result in a taking that requires just compensation under article I, section 17 of the Texas Constitution.

Furthermore, a court is likely to find a regulatory taking if a municipal tree preservation ordinance, as applied to a specific property, imposes restrictions that unreasonably interfere with landowners' rights to use and enjoy their property. In analyzing whether the interference is unreasonable, the court will consider all relevant circumstances, including: (1) the economic impact of the ordinance; (2) the extent to which the ordinance interferes with distinct investment-backed expectations; and (3) the character of the governmental action.

Very truly yours,

A handwritten signature in black ink that reads "Ken Paxton". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General

BRANTLEY STARR
Deputy First Assistant Attorney General

VIRGINIA K. HOELSCHER
Chair, Opinion Committee



THE ATTORNEY GENERAL OF TEXAS
KEN PAXTON

KP-0155

Opinion: ([KP-0155](#)) Whether under certain circumstances municipal tree preservation ordinances may violate the Takings Clause of the Texas Constitution

Request for Opinion: ([RQ-0164-KP](#))

Summary: If a municipal tree preservation ordinance operates to deny a property owner all economically beneficial or productive use of land, the ordinance will result in a taking that requires just compensation under article I, section 17 of the Texas Constitution.

Furthermore, a court is likely to find a regulatory taking if a municipal tree preservation ordinance, as applied to a specific property, imposes restrictions that unreasonably interfere with landowners' rights to use and enjoy their property. In analyzing whether the interference is unreasonable, the court will consider all relevant circumstances, including: (1) the economic impact of the ordinance; (2) the extent to which the ordinance interferes with distinct investment-backed expectations; and (3) the character of the governmental action.

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ORDINANCE 2023-13

AN ORDINANCE AMENDING ORDINANCE NUMBER 2013-08, THE CITY OF WESLACO LANDSCAPING AND BUFFERING ORDINANCE; CODIFIED AS ARTICLE XI, OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance Number 2013-08 passed and approved on August 20, 2013 as “Landscaping And Buffering Ordinance” and Codified as Article XI, of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the new Landscaping And Buffering Ordinance will be adopted and codified as Article XI of the Weslaco Code of Ordinances and said Chapter shall read as follows:

ARTICLE XI- LANDSCAPING AND BUFFERING ORDINANCE

Sec. 26-349. - Nonresidential use landscaping.

The following landscape requirements apply to all premises developed for a nonresidential use:

- (1) If the premises abutting the opposite side of the street is used or zoned for residential use, the premises must have one shade tree located in the front yard for each 30 feet of lot width, or portion thereof, measured along the front lot line. If the premises abutting the opposite side of the street is used or zoned for nonresidential use, the premises must contain one shade tree for every 50 feet of lot width, or portion thereof, measured along the front lot line. The trees may be clustered or spaced linearly and need not be placed evenly.
- (2) If the premises abuts another premises of a different zoning designation or use, the premises must have an opaque screen fence composed of solid wood or masonry at least six feet in height located along the abutting lot line, from the front building line to the rear lot line. The fence is not required if a comparable fence is already existing on the abutting property.
- (3) All portions of the ground located in the front yard or the street side yard of the premises which are not covered by driveways, parking lots, and similar permanent improvements, must be landscaped.
- (4) All side yards must contain a six-foot wide landscaped area extending from the front lot line to the rear lot line.

Sec. 26-351. - Side and rear yard parking lot landscaping.

(a) Any premises used or zoned for a nonresidential use that contains a parking lot or vehicle use area in a side yard or rear yard that abuts a premises of a different zoning designation or use, must have a continuous hedge, fence or berm, with a minimum height of six feet, located between the parking lot, including a vehicle use area, and the lot line. The area required to be screened must also contain one tree for each thirty linear feet of landscaping or screening, or portion thereof.

(b) Any premises used or zoned for nonresidential use that contains a parking lot or vehicle use area in a side or rear yard that abuts a premises used or zoned for nonresidential use, must have a screen of hedges, fences or berms, of a minimum height of three feet, located between the parking lot, including the vehicle use area, and the side or rear lot line so as to provide screening for 25 percent of the parking lot and vehicle use area. The required screening may be grouped and dispensed randomly and need not be spaced evenly. The area required to be screened must also contain one tree for each 50 linear feet of screened area, or portion thereof.

(c) All plants used to satisfy the requirements of this section must be located in landscaped areas that are at least 2½ feet in width.

(d) Each required tree must be planted in a landscaped area of at least 36 square feet, with a minimum dimension of six feet.

(e) If ornamental trees are evenly placed every ten feet along the side yard the required width of the landscaped area may be reduced by two-thirds, as long as 10 percent of overall landscaping is maintained.

Sec. 26-354. – Reserved Tree preservation.

~~(a) The landscape plan required by this article must show the location of all existing trees with a caliper equal to or greater than six inches, wooded areas, areas with dense shrubbery, and which trees and plants will be preserved and which will be removed.~~

~~(b) Improvements must be designed whenever reasonably possible to preserve existing trees. The planning director may approve a landscape plan that provides for the removal of existing trees where it is determined by the planning director that the development cannot reasonably preserve the trees. For each existing tree that is preserved, the owner may receive credit for two trees that are otherwise required to be installed to comply with this chapter.~~

~~(c) If the planning director approves the removal of an existing tree, the landscape plan must provide for the planting of two replacement trees of like type for each existing tree to be removed. The replacement trees are in addition to any other trees required to be planted by this chapter.~~

~~(d) Whenever one or more existing trees, or existing shrubs provide an effective and desirable buffer or screen for a proposed use or development, the planning director may require that the~~

~~existing trees or shrubs or portions thereof, be preserved if the preservation can be accomplished without undue interference with the development of the premises. The planning director will credit any existing trees or shrubs which are preserved against any requirements for trees, shrubs, or screening as provided in this chapter, if the preserved trees or shrubs substantially serve the purpose of the requirement.~~

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of February, 2023.

PASSED AND APPROVED on second reading at a special meeting of the City Commission this 20th day of February 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: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6337	
From: REBEKAH DE LA FUENTE			
Subject: 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 held February 7, 2023; staffed by Planning and Code Enforcement Department.)			
Background: A portion of the proposed subdivision is inside the City of Weslaco city limits. With the westside being outside the city limits. This subdivision is being serviced with water by the City of Weslaco through an 8" waterline and sanitary sewer is being proposed at this time through OSSF. However, the nearest sewer manholes on the corner of S. Border and Tierra Santa is nine (9) feet deep. The developer is requesting that the entire property to be outside the city limits			
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:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended denial of the annexation request based on the availability of sanitary sewer in the area that could be utilized to service the proposed subdivision.			
NORMA CANTU REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the dis-annexation contingent that developer connects to nearest city water and sanitary sewer line			
Attachments, if any: Angelita- Memo, Angelita Estates- attachments, Angelita Estates- Aerial, O2022-47 Dis-annexation Angelita Estates			
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: Angelita- Voluntary Dis-annexation

DATE: December 13, 2022

A portion of the proposed subdivision is inside the City of Weslaco city limits. With the westside being outside the city limits. This subdivision is being serviced with water by the City of Weslaco through an 8" waterline and Sanitary sewer is being proposed at this time through OSSF. However, the nearest sewer manholes on the corner of S. Border and Tierra Santa that is nine (9) feet deep. The developer is requesting that the entire property to be outside the city limits

Thank you,

Rebekah de la Fuente, CFM

EXHIBIT "B"
METES AND BOUNDS DESCRIPTION

A tract of land containing 8.35 acres of land situated in Hidalgo County, Texas, being a part or portion of Farm Tracts 799, 800 and 804, The West Tract Subdivision, Map Reference: Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a found cotton picker spindle for the northwest corner of Farm Tract 799 and also being the centerline of Border Avenue (Mile 5 ½ West Road), for the POINT OF COMMENCEMENT;

THENCE, N 88°48'37" E, with and along the south line of Paseo Del Angel Subdivision as recorded in Volume 47, Page 158, Map Records of Hidalgo County Texas, a distance of 660.00;

THENCE, S 46°11'23" E, with and along the south line of said Paseo Del Angel Subdivision, a distance of 181.10 feet;

THENCE, S 01°11'23" E, with and along the east line of said Paseo Del Angel Subdivision, a distance of 220.83 feet for the POINT OF BEGINNING and the northwest corner of this tract;

THENCE, N 86°14'37" E, with and along the south line of said Paseo del angel Subdivision, a distance of 532.48 feet for a corner;

THENCE, N 01°11'23" W, with and along the east line of said Paseo Del Angel Subdivision, a distance of 175.35 feet for a corner;

THENCE, N 89°52'44" E, with and along the south line of said Paseo Del Angel Subdivision, a distance of 194.29 feet for the northeast corner of this tract and also being a point on the existing west right-of-way of F.M. 88;

THENCE, with and along the existing west right-of-way line of F.M. 88, and a curve in a south westerly direction having a radius of 1990.08 feet, a central angle of 22°19'12", a chord bearing of S 11°47'12" W, and a chord distance of 770.36 feet for the southeast corner of this tract;

THENCE, S 88°48'37" W, a distance of 553.27 feet for the southwest corner of this tract;

THENCE, N 01°11'23" W, parallel to the west line of Farm Tract 799, a distance of 159.00 feet for a corner;

THENCE, N 01°10'53" W, a distance of 396.11 feet to the POINT OF BEGINNING; said tract containing 8.35 acres, more or less.

P.O.C.

N.W. CORNER
FARM TRACT 799,
THE WEST TRACT SUBDIVISION
(VOL. 2, PG. 34-37, H.C.M.R.)

PASEO DEL ANGEL SUBDIVISION
(VOL. 47, PG. 158, H.C.M.R.)

TIERRA SANTA BLVD.

N 88°48'37" E 660.00'

TIERRA SANTA GOLF CLUB
AN COMMUNITY PHASE II
(VOL. 31, PG. 155, H.C.M.R.)

(MILE 5 1/2 ROAD)
BORDER AVENUE

EZEQUIEL REYNA JR.
(VOL. 2625, PG. 78, H.C.O.R.)

P.O.B.

PASEO DEL ANGEL SUBDIVISION
(VOL. 47, PG. 158, H.C.M.R.)

P1
COMMON AREAS

N86°14'37"E 532.48'

8.35 ACRES

REYNA FAMILY DEVELOPMENT, LTD.
(DOC. No. 3060630, H.C.O.R.)

F.M. 88

DELTA=22°19'12"
RADIUS=1,990.08'
TANGENT=392.60'
LENGTH=775.25'
CH. B.=S11°47'12"W
CHORD=770.36'

SCALE: 1" = 200'

N01°10'53"W
396.11'

N01°11'23"W
159.00'

S88°48'37"W 553.27'

EZEQUIEL REYNA JR.
(VOL. 2625, PG. 78, H.C.O.R.)

REYNA FAMILY DEVELOPMENT, LTD.
(DOC. No. 3060630, H.C.O.R.)

EXHIBIT "A"

PLAT SHOWING

A TRACT OF LAND CONTAINING 8.35 ACRES OF LAND,
SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR
PORTION OF FARM TRACTS 799, 800 AND 804, THE
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, MAP
REFERENCE: VOLUME 2, PAGES 34-37, MAP RECORDS,
HIDALGO COUNTY, TEXAS.

J E H

**JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS**

416 E. DOVE AVENUE McALLEN, TEXAS 78504

PHONE (956) 668-1588

javier@javierhinojosaeng.com

TBPELS FIRM NUMBER F-1295

November 28, 2022

Ezequiel Reyna, Jr.
Reyna Family Development, LTD.
702 W. Expressway 83
Weslaco, Texas 78596

Rebekah de la Fuente, CFM
Planning & Code Enforcement Director
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

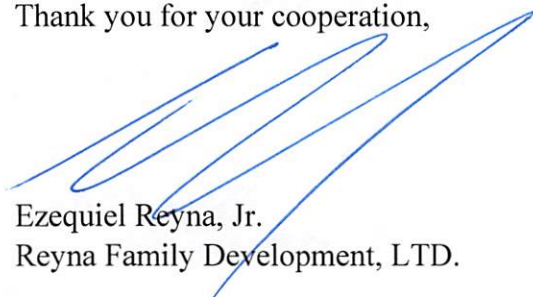
Re: Angelita Estates Subdivision

Dear Ms. De la Fuente:

In light of the eastern portion of Angelita Estates Subdivision currently being within the city limits of Weslaco while the western portion being outside, I am formally requesting that the remaining portion bound by the limits of the subdivision be de-annexed from the City of Weslaco.

Our engineer has prepared a drawing labeled Exhibit "A", with Exhibit "B" being the associated metes and bounds description.

Thank you for your cooperation,



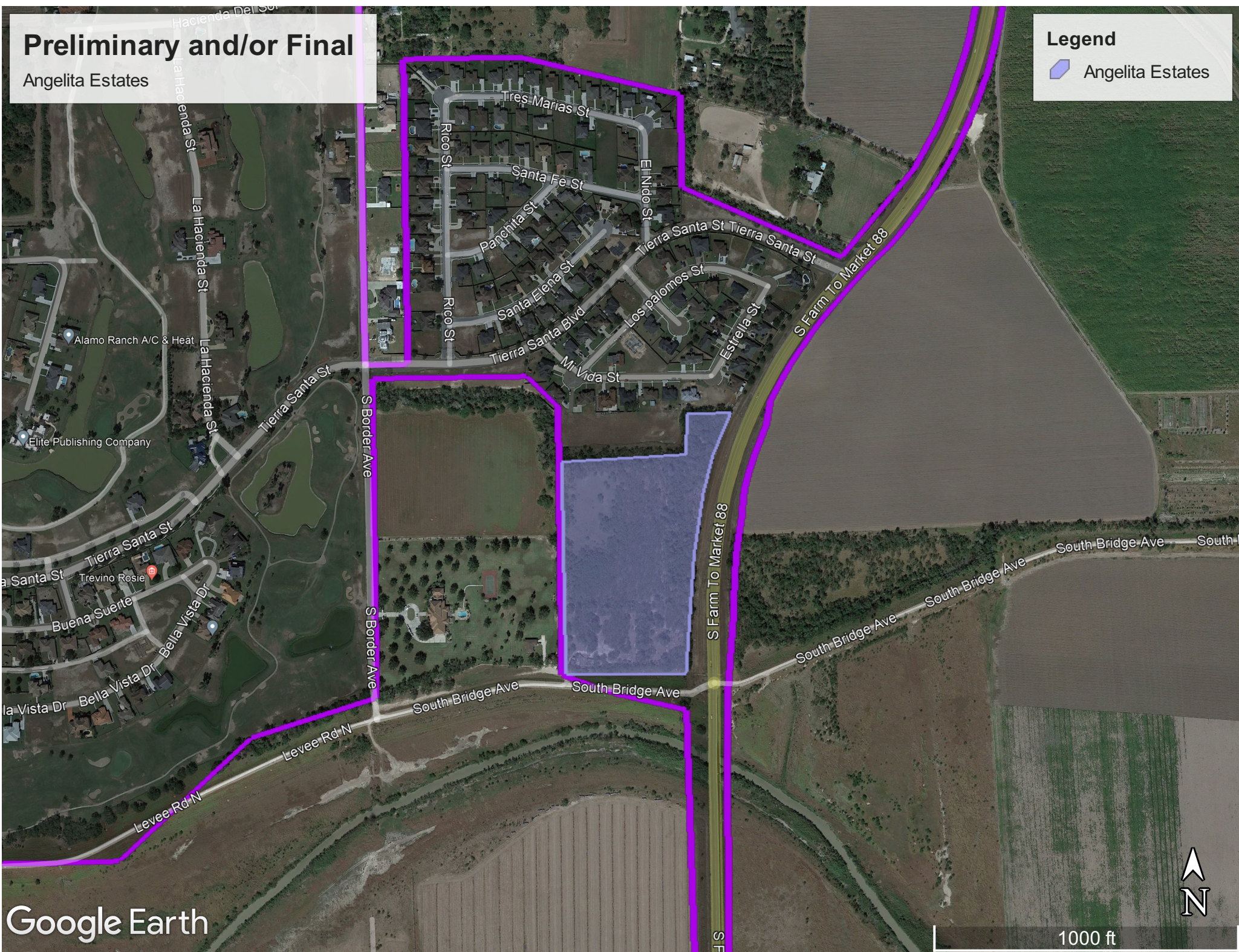
Ezequiel Reyna, Jr.
Reyna Family Development, LTD.

Preliminary and/or Final

Angelita Estates

Legend

 Angelita Estates



Google Earth

ORDINANCE NO. 2022-47

AN ORDINANCE DE-ANNEX TERRITORY OUT OF THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 8.35 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE METES AND BOUNDS; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Weslaco, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with §43.021, *Tex. Local Gov't Code*, instituted proceedings for the de-annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby de-annexed is adjacent and contiguous to the present City limits;

WHEREAS, the boundaries of the City are contiguous to the subject property on at least two sides;

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. There is hereby de-annexed on voluntary petition of area landowner as part of the territory outside the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 8.35 acres and are more specifically described as follows, to-wit:

METES AND BOUNDS DESCRIPTION

A tract of land containing 8.35 acres of land situated in Hidalgo County, Texas, being a part or portion of Farm Tracts 799, 800 and 804, The West Tract Subdivision, Map Reference: Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a found cotton picker spindle for the northwest corner of Farm Tract 799 and also being the centerline of Border Avenue (Mile 5 ½ West Road), for the POINT OF COMMENCEMENT;

THENCE, N 88°48'37" E, with and along the south line of Paseo Del Angel Subdivision as recorded in Volume 47, Page 158, Map Records of Hidalgo County Texas, a distance of 660.00;

THENCE, S 46°11'23" E, with and along the south line of said Paseo Del Angel Subdivision, a distance of 181.10 feet;

THENCE, S 01°11'23" E, with and along the east line of said Paseo Del Angel Subdivision, a distance of 220.83 feet for the POINT OF BEGINNING and the northwest corner of this tract;

THENCE, N 86°14'37" E, with and along the south line of said Paseo del angel Subdivision, a distance of 532.48 feet for a corner;

THENCE, N 01°11'23" W, with and along the east line of said Paseo Del Angel Subdivision, a distance of 175.35 feet for a corner;

THENCE, N 89°52'44" E, with and along the south line of said Paseo Del Angel Subdivision, a distance of 194.29 feet for the northeast corner of this tract and also being a point on the existing west right-of-way of F.M. 88;

THENCE, with and along the existing west right-of-way line of F.M. 88, and a curve in a south westerly direction having a radius of 1990.08 feet, a central angle of 22°19'12", a chord bearing of S 11°47'12" W, and a chord distance of 770.36 feet for the southeast corner of this tract;

THENCE, S 88°48'37" W, a distance of 553.27 feet for the southwest corner of this tract;

THENCE, N 01°11'23" W, parallel to the west line of Farm Tract 799, a distance of 159.00 feet for a corner;

THENCE, N 01°10'53" W, a distance of 396.11 feet to the POINT OF BEGINNING; said tract containing 8.35 acres, more or less.

SECTION 3. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the De-annexed Property as outside the limitsCity of Weslaco.

SECTION 4. This ordinance shall be published in one (1) newspaper of general circulation published in Weslaco, once a week for two (2) weeks, after the last reading of the ordinance.

SECTION 5. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't. Code*.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of February 2023.

PASSED AND APPROVED on second reading at a special meeting of the City Commission this 20th day of February 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: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6303	
From: JOEL RIVERA			
Subject: Approval to purchase (and issue to) Honorably Retired Peace Officer Captain Robert De La Cerda's service weapon, a Glock Gen 4 Model 27 used handgun with a serial number WYX004 for the amount of \$279.50, as allowed under Texas Government Code Section 614.051 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: TEXAS GOVERNMENT CODE SEC. 614.051 Purchase of Firearms by an Honorably Retired Peace Officer: (a) An individual may purchase a firearm from a governmental entity if: (1) the individual was a peace officer commissioned by the entity; (2) the individual was honorably retired from the individual's commission by the entity; (3) the firearm had been previously issued to the individual by the entity; and (4) the firearm is not prohibited under Section 46.5 (Prohibited Weapons), Penal Code. (b) An individual may purchase only one firearm from a government under this section.			
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 ROBERT LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approved as recommended by the Police Department.			
Staff Recommendation:			
Attachments, if any: Weapon Buy Back 01 25 2019 De la Cerda			
Responsibilities upon Approval: Weslaco Police Department will initiate the Officer weapon buyback and process the payment at City Hall.			

Weslaco Police Department
Officer Weapon Buy Back Information

Complete one form for each weapon

Date January 18, 2023

Officer Name Robert De La Cerda

ID# 1615

If using a credit card you must provide your CC billing address not Department address.

Address 901 N. Airport Dr.

City Weslaco

Zip 78596

Phone Number 95-968-8591

Cell

Department Weslaco Police Department

Weapon MFG Glock Gen 4

Model 27 (.40)

SER# WYX004

COST \$279.50

Method of Payment: ☐ Credit Card ☐ Check# ☐ MO#

If paying by check, please provide DL#

& DOB

Department Letter Head attached?: ☐ YES ☐ NO

Credit Card number

Type MC Visa AMX Disc Exp Date

CC Security Code

If shipping to FFL complete below and attach a copy of FFL Certificate

FFL NAME _____

ADDRESS _____

CITY _____ ZIP _____

PHONE _____

*Department letterheads are only to be used to purchase weapons that will be used in the performance of official duties. Firearms may not be purchased with the intent of transfer or resale.



Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6304	
From: ROBERT LOPEZ			
Subject: Approval to purchase body-worn cameras and relevant equipment in the amount of \$101,201.11 with an amount of \$75,900.83 to be reimbursed by the FY22 Body-Worn Camera Program Grant #4367801 with a 25% local match (\$25,300.28) and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ROBERT LOPEZ Martin Garza		Created	
City Manager Comments: Approve as recommended by Police Department.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6306	
From: ROBERT LOPEZ			
Subject: Approval to apply and accept Walmart's Community Grant (Store #6159) in the amount of \$2,000 with NO MATCH and NO RECURRING cost to purchase police promotional items and authorize the Mayor to execute any related documents. (Staffed by Police 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 ROBERT LOPEZ Martin Garza		Created	
City Manager Comments: Approve as recommended by Police Department.			
Staff Recommendation:			
Attachments, if any: 2023 Walmart Community Grant \$2,000 Facility #6159			
Responsibilities upon Approval:			

Walmart Community Grant Request ID 87011323, Facility # 6159

do-not-reply@cybergrants.com <do-not-reply@cybergrants.com>

Tue 2/14/2023 5:16 PM

To: Miguel Angel Martinez <mamartinez@weslacotx.gov>; Robert Lopez <rlopez@weslacotx.gov>

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.

Dear CITY OF WESLACO,

Congratulations! The Walmart Community Grants Team and Facility # 6159 are pleased to inform you that your Community Grant application for Request ID 87011323 has been selected to receive a \$2,000.00 grant. We are thrilled to support your work in our communities and share your desire to provide local impact.

By receiving this grant, you are part of a long history of Walmart's commitment to giving back to the communities where we operate. In fact, Mrs. Helen Walton used to say "It's not what you gather, but what you scatter that tells what kind of life you have lived."

We encourage you to celebrate this grant publicly! We hope that you will consider doing the following four things:

1. Connect with the store manager who chose to support your local cause and let them know that the grant check arrived safely.
2. Work with the local store manager to announce the grant.
3. Consider sharing the work that our grant supports on social media – our associates and customers like to see the impact we are making in our communities.
4. Review the Grantee Welcome Toolkit at the link below, addressing frequently asked questions (FAQ's), publicity, and outreach options for your consideration.

http://www.cybergrants.com/walmart/docs/LCC_Grantee_Welcome_Toolkit.pdf

The photo release form can be found at the following link:

<http://www.cybergrants.com/walmart/docs/talentrelease2018.doc>

Again, congratulations on your grant award. We are eager to see its impact!

In service,

The Walmart Community Grants Team

CG/JMAIL/264625307



Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6307	
From: ROBERT LOPEZ			
Subject: Approval to apply for Walmart's Community Grant (Store #1041) in the amount of \$5,000 with NO MATCH and NO RECURRING cost to purchase police promotional items and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ROBERT LOPEZ Martin Garza		Created	
City Manager Comments: Approve as recommended by Police Department.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6333	
From: Weslaco Police Department Staff			
Subject: Approval to renew Chapter 59 Local Agreement on Forfeitures between the Hidalgo County Criminal District Attorney and the Weslaco Police Department and authorize Joel Rivera, Chief of Police, to execute any related documents. (Staffed by the Police Department.)			
Background: Discussion & Consideration to approve a Memorandum of Understanding with the Hidalgo County Criminal District Attorney. This Agreement, according to Chapter 59 of the Texas Code of Criminal Procedures, any/all property found to be "Contraband" forfeited property shall be divided as per the agreement.			
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: The local agreement was last approved during the City Commission Regular Meeting on May 1, 2018. Agenda Item No: 2018-1676.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROXANNE SAAVEDRA ROBERT LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by Police Department.			
Staff Recommendation: Approval to continue the Local Agreement as stated.			
Attachments, if any: Chapter 59 Local Agreement Cover Letter - Toribio Terry Palacios - Hidalgo County Criminal District Attorney, 2023 MOU - Chapter 59 - Weslaco			
Responsibilities upon Approval: The Police Department Administration Staff will process accordingly with the Finance Department and execute any files appropriately.			



TORIBIO "TERRY" PALACIOS

CRIMINAL DISTRICT ATTORNEY

January 12, 2023

Dr. Joel Rivera, Chief of Police
City of Weslaco Police Department
901 N. Airport Drive
Weslaco, TX 78596

Via Email: joel.rivera@weslacotx.gov

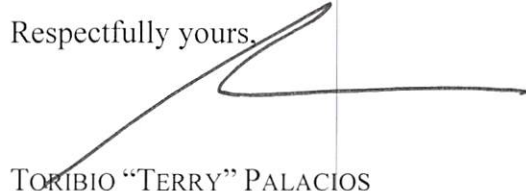
RE: Chapter 59 Local Agreement as to Forfeitures

Dear Chief Rivera:

As the newly elected Criminal District Attorney for Hidalgo County, Texas, and pursuant to Article 59 of the Texas Code of Criminal Procedures, enclosed please find a local agreement that relates to forfeiture cases and the disposition related to same. This agreement will apply to all pending forfeiture cases filed on or after the date of this agreement is signed, and will supersede any prior agreement.

Please execute the agreement in the space provided and return it to my office. Thank you for your courtesy in this regard.

Respectfully yours,


TORIBIO "TERRY" PALACIOS
CRIMINAL DISTRICT ATTORNEY

Encl.

STATE OF TEXAS)

) **LOCAL AGREEMENT**

COUNTY OF HIDALGO)

This **LOCAL AGREEMENT** is entered into, by and between the CITY OF WESLACO POLICE DEPARTMENT, located in Hidalgo County, Texas, hereinafter called "**LAW ENFORCEMENT AGENCY**", and the Office of Criminal District Attorney of Hidalgo, Texas, hereinafter called "**STATE'S ATTORNEY**". This agreement supersedes any and all other prior local agreements and will apply to all pending forfeiture cases filed on or after the date this agreement is signed.

- I. The Parties hereto desire to enter in an agreement to dispose of forfeited "contraband", pursuant to Chapter 59 of the Texas Code of Criminal Procedures;
- II. All property found to be "contraband" pursuant to Article 59.01, 59.02 of the Texas Code of Criminal Procedure, with the State's Attorney representing the state as agent for the state, shall be subject to this local agreement;
- III. The Criminal District Attorney of Hidalgo County, Texas (State's Attorney) represents the State of Texas regarding forfeiture of "contraband" seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure; and
- IV. Article 59.06 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the State's Attorney, acting as an agent of the state, and the Law Enforcement Agency to effect the disposition of contraband forfeited to the state.

THEREFORE, this **LOCAL AGREEMENT** is hereby made and entered into by the LAW ENFORCEMENT AGENCY and the STATE'S ATTORNEY for the mutual considerations stated herein, and the following is understood and agreed to by the parties;

In consideration for services associated with forfeitures of contraband, the Law Enforcement Agency agrees to pay all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs in the forfeiture of vehicles and all other personal property, as outlined below. This clause does not pertain to the forfeiture of real estate, currency, banking accounts and negotiable instruments which is detailed more fully below as to the disposition of costs and which agency will pay same.

1. **PERSONAL PROPERTY**, including, but not limited to vehicles, laptops, computers, cell phones, weapons, etc., and all other personal property to be forfeited to the Law Enforcement Agency and the State's Attorney pursuant to this Agreement, then the forfeited property shall be divided as follows:
 - If personal property, including vehicles retained by the Law Enforcement Agency are to be sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to the Law Enforcement Agency and 25% to the State's Attorney.
 - If personal property, including passenger vehicles, pick-ups trucks, sport utility vehicles, vans, tractor trailers, etc., are to be used for law enforcement purposes pursuant to Article 59.06 (b) of the Texas Code of Criminal Procedures, the Law Enforcement Agency shall obtain the title of said vehicles and will be solely responsible for their use and

maintenance. The State's Attorney will not retain an interest in said vehicles and will be completely absolved of any liability.

- If personal property, including vehicles that are retained by the Law Enforcement Agency for law enforcement purposes are at any time decommissioned and then sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to the Law Enforcement Agency and 25% to the State's Attorney.

All property seized in accordance with this Agreement, with the exception of currency, bank accounts, negotiable instruments, and jewelry, shall be kept in the possession of the Law Enforcement Agency. The Law Enforcement Agency shall be responsible for the upkeep and maintenance of said property and the State's Attorney will be completely absolved of any liability.

The parties further agree that the Law Enforcement Agency shall account for all seized property in their possession until the property is disposed of by court order. Disposition of all property shall comply with Article 59 of the Texas Code of Criminal Procedure.

All other personal property, not suitable for nor desired for use, pursuant to Article 59 of the Texas Code of Criminal Procedure, shall be forfeited to the State's Attorney, as an agent for the State of Texas, and shall be sold at public auction. The net proceeds of said sale of said property, after deduction of sale expenses, shall be divided as follows: 60% to the Law Enforcement Agency and 40% to the State's Attorney.

For the purposes of this Agreement, the definition of "**Personal Property**" includes, but is not limited to, vehicles of all types, weapons, laptops, computers, cell phones, jewelry, gold, and other precious metals and tangible objects of value. The Law Enforcement Agency and the State's Attorney reserve the right to negotiate unique individual agreements on a case by case basis to satisfy special requirements; however, if an agreement cannot be reached, this local agreement shall be binding.

2. **REAL ESTATE**, upon sale of real estate, all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs shall be paid or credited to the Law Enforcement Agency if such costs have been previously paid by the Law Enforcement Agency, from the final sum received, with the remaining amounts disbursed to the Law Enforcement Agency and the State's Attorney as agreed upon for CURRENCY, BANKING ACCOUNTS and NEGOTIABLE INSTRUMENTS in Paragraph 3 below.
3. **CURRENCY, BANKING ACCOUNTS, and NEGOTIABLE INSTRUMENTS**, upon being awarded to the State via court order, are to be disbursed and divided up as follows, after the payment of costs:

<u>Amount</u>	<u>Law Enforcement Agency</u>	<u>State's Attorney</u>
Over \$50,000.00	70%	30%
\$10,001 - \$50,000.00	60%	40%
\$10,000 and under	50%	50%

4. **JEWELRY** will be sold and its proceeds divided as follows:
60% to the Law Enforcement Agency and 40% to the State's Attorney.

Currency, bank accounts, negotiable instruments and jewelry shall be held and maintained by the State's Attorney pending final disposition via court order. However, the parties agree that the State's Attorney may exercise discretion and allow the Law Enforcement Agency to maintain physical possession of the currency, bank account, negotiable instruments and jewelry where feasible, so long as the property seized is secured pursuant to Article 59.03(c). Within seventy-two (72) hours of the seizure, the Law Enforcement Agency shall provide the State's Attorney with the information required under Article 59.03(c). The State's Attorney will provide direction for the deposit of cash/currency seized upon request of the Law Enforcement Agency.

The State's Attorney agrees that remaining contraband, after retention of the above stated portion for the State's Attorney, shall be retained by the Law Enforcement Agency for law enforcement purposes only.

The Law Enforcement Agency and the State's Attorney agree that all costs involved in the forfeiture of the above mentioned money and property shall be paid first and the remaining sum shall be divided and disbursed according to the provisions contained within this agreement. The parties further agree that the percentages will be determined prior to the payment of costs.

In the event costs to prosecute forfeiture of "contraband" seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure, including court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs exceed the net proceeds of the sale of said contraband, the State's Attorney agrees to pay 50% and the Law Enforcement Agency agrees to pay 50% of those costs.

This agreement shall apply to all money and/or property seized and all money or property sold by the said Law Enforcement Agency on or after the date this agreement is signed. Money and property shall be considered forfeited to the State once a forfeiture judgment has become final, and no Motion for New Trial or Notice of Appeal has been taken.

Proceeds from the sale of real, personal, tangible or intangible property subject to this Agreement shall be apportioned within thirty (30) days of said sale, or pursuant to any other agreements reached between the parties. Distribution to each party shall be made according to this Local Agreement and Article 59.06(a) of the Texas Code of Criminal Procedure.

The term of this agreement shall be for a period of one (1) year upon execution. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeiture under this Agreement, filed prior to the termination date, however, shall not be affected by such notices.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery, in writing or by certified mail. Mailed notices shall be addressed to the parties at the addresses appearing below, and any change of address must be made by written notice in accordance with this section. Mail notices shall be deemed communicated as of three (3) days after mailing or upon certified mail receipt.

Notice to State's Attorney:	100 E. Cano Street, 1 st Floor Hidalgo County Courthouse Annex III Edinburg, Texas 78539
-----------------------------	---

Notice to Law Enforcement Agency:	901 N. Airport Drive Weslaco, Texas 78596
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The Law Enforcement Agency further agrees to pay all costs incurred if the forfeiture action does not result in the property being found to be contraband.

The Law Enforcement Agency agrees to return all real, personal, tangible or intangible property or proceeds therefrom, if a bill of review is successfully taken against the State.

CITY OF WESLACO POLICE DEPARTMENT

By: _____
Dr. Joel Rivera, Chief of Police

Date

**OFFICE OF THE CRIMINAL DISTRICT ATTORNEY,
HIDALGO COUNTY, TEXAS**

By: _____
Toribio “Terry” Palacios, Hidalgo County District Attorney

Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By: _____
Josephine Ramirez Solis, Assistant DA

Date: _____



Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6332	
From:			
Subject: Discussion and consideration on Resolution 2023-22 appointing members to the Drainage Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Albert Aldana Martin Garza		Created	
City Manager Comments: Approve appointments to the Drainage Advisory Board.			
Staff Recommendation:			
Attachments, if any: Annette Valdez re continued interest, Board App - redacted David Morales, Board App - Erik Ramirez redacted, Application for Service - Eloy De Leon, R2023-22 board appt. (4) Drainage Advisory Board			
Responsibilities upon Approval:			

From: Annette Valadez <valadez_a@yahoo.com>
Sent: Tuesday, February 14, 2023, 12:50 PM
To: Alberto J. Aldana <aaldana@weslacotx.gov>
Subject: Re: Re-Appointment to Drainage Advisory Board

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.

Hi Albert... Yes, I would like to be reappointed to the Drainage Advisory Board. I want to continue to see these projects through.

Annette Valadez



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: David Morales DATE: 10-20-22

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

MAILING ADDRESS: SAME

TELEPHONE: (Residence) _____ (Cell) [REDACTED]

E-MAIL ADDRESS [REDACTED]

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

Educator

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

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

AMBULANCE ADVISORY BOARD _____
ANIMAL SHELTER ADVISORY BOARD _____
BOARD OF ADJUSTMENTS- BUILDING _____
BOARD OF ADJUSTMENTS – ZONING _____
CITIZENS DRAINAGE ADVISORY BOARD 1 _____
CIVIL SERVICE BOARD _____
ECONOMIC DEVELOPMENT CORPORATION 3 _____
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE _____
WESLACO RECYCLING TASK FORCE COMMITTEE _____
PARKS & RECREATION ADVISORY BOARD 2 _____

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

RETURN FORM & DISCLOSURE FORM TO:

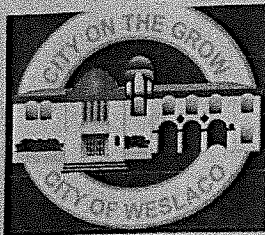
CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS ___YES ___NO



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: Erik Ramirez DATE: 11/14/22

HOME ADDRESS: [REDACTED] Weslaco, TX 78599
() Inside City Limits () Outside City Limits

MAILING ADDRESS: [REDACTED] Weslaco, TX 78599

TELEPHONE: (Residence) [REDACTED] (Cell) N/A

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.) Firefighter (Rank of Driver) Harlingen, TX

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: Representing District 4 on the Drainage Advisory Board 2019-Present

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

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

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

RETURN FORM & DISCLOSURE FORM TO:

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

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS __ YES __ NO



Application for Service

City of Weslaco Boards and Committees

Name of Applicant: ELOY JESUS DELEON Email Address: THENATIONDAD@GMAIL.COM

Phone Number: 956-472-1566 Alternate Phone Number: 956-472-0499

Home Address: 2301 HIGHLAND DR. City: WESLACO Inside City limits: ☒ Yes ☐ No

How many years have you lived at this residence? 27

Mailing Address, if different from home address: _____

What committee/board do you wish to serve on:

WESLACO DRAINAGE ADVISORY BOARD

Why do you want to be appointed to this board(s)? SERVE OUR COMMUNITY

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

What civic involvement and Business Experience applicable to the position(s) to which you are applying: ELKS LODGE, LITTLE LEAGUE PAST BOARD MEMBER,

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

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

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

If so, to who and how _____

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

If so, which board and when _____

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

If so, which office and when? _____

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

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

Timestamp of Receipt:

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

Applicant's Signature: [Signature] Date: 2/8/2023

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

RESOLUTION NO. 2023-22

**A RESOLUTION OF THE CITY OF WESLACO, TEXAS
APPOINTING A MEMBERS TO THE CITIZENS DRAINAGE
ADVISORY BOARD**

WHEREAS, the City Commission passed and approved Ordinance 2019-23 an ordinance amending Part II-Code of Ordinances, Chapter 2 Administration by providing a new article; establishing Article XI. Drainage; creating Section 2-280 through Section 2-284; creating a Citizens Drainage Advisory Board;

WHEREAS, Section 2-282 states the terms of members shall be for no more than two (2) three (3) year staggered terms for a total of no more than six (6) years.

WHEREAS, Members of the board shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS that the following individuals are appointed to serve on the Citizens Drainage Advisory Board.

PASSED AND APPROVED on this 20th day of February 2023.

<u>NAME</u>	<u>TERM ENDING</u>
_____	<u>02/20/2026</u>
_____	<u>02/20/2026</u>
_____	<u>02/20/2026</u>
_____	<u>02/20/2026</u>

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: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6302	
From: JOEL RIVERA			
Subject: Discussion and consideration on approval to enter into agreement between the City of Weslaco, a home-ruled municipality (City) by and through the City of Weslaco Police Department (WPD) and South Texas College (STC) for Shooting Range Use and Training and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ROBERT LOPEZ Martin Garza		Created	
City Manager Comments: Approve as recommended by Police Department.			
Staff Recommendation: Approval			
Attachments, if any: FIRE RANGE ILA -Rules South Texas College			
Responsibilities upon Approval:			

STATE OF TEXAS

COUNTY OF HIDALGO

**INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN
THE CITY OF WESLACO, TEXAS BY AND THROUGH
THE WESLACO POLICE DEPARTMENT
AND SOUTH TEXAS COLLEGE FOR SHOOTING
RANGE USE AND TRAINING**

This Agreement is entered into, by and between the City of Weslaco, a home rule municipality (City) by and through the City of Weslaco Police Department (WPD) and South Texas College, a public institution of higher education created pursuant to the Constitution and laws of the State of Texas (STC), pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

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

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

WHEREAS, STC operates the Regional Center for Public Safety Excellence (RCPSE) located in Pharr, Texas for the purposes of among other things, providing training for local, county, state and federal professionals in law enforcement, public safety, fire science and homeland security;

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

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

WHEREAS, the WPD and STC have heretofore entered into this Agreement providing for the use of the Range by STC in connection with activities carried out through the RCPSE for law enforcement training purposes; and

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

1. The WPD will share and allow use of its Range to STC through the operations and activities of the RCPSE for use in training related to law enforcement purposes under the following terms and conditions:
 - a. STC shall schedule use of the Range at a mutually agreeable time and date.
 - b. STC shall abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".
 - c. STC accepts the Range facility in "as-is" condition and acknowledges that the City and the WPD make no warranty in any manner as to the fitness of the facility for any specific purpose.
 - d. The Range is the property of the City and WPD and use of said Range is subject to the policies, rules and procedures established by the WPD as set forth in Exhibit "A".
 - e. STC shall use the Range solely in connection with the operations of the RCPSE and specifically in the service of crime prevention and for law enforcement purposes, such as training.
 - f. To the extent permitted by Texas law, STC shall be solely responsible, as a result of its negligent or intentional actions, for any injuries or damages to persons or property when the Range is used by STC's employees, assigns, students, trainees, contractors or any other authorized personnel using the Range in connection with the operations or activities of the RCPSE.
 - g. STC shall require that all persons who use the Range in connection with any activities organized by the RCPSE to waive any and all actions or causes of action for injury or damage as a result of their use of the Range by executing the Waiver Agreement, attached as Exhibit "B" and incorporated by reference, prior to any scheduled use of the Range.
2. To the extent permitted by the laws of the State of Texas, STC, its predecessors, successors and assigns hereby release, relinquish, and discharge the City, WPD, their predecessors, assigns, legal representatives, and former, present and future agents, employees, directors and officers from any liability arising out of the use of the Range for any injury, including death or damage to persons or to property where such damage is sustained in connection with or arising out of the use of the Range as set forth in Exhibit "B".
3. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement will be performable in Hidalgo County, Texas.
4. The City and WPD will receive no compensation from STC for any facility sharing or use of the Range pursuant to this Agreement.

5. This Agreement may be terminated by either party without cause upon thirty (30) day written notice of intent to terminate
6. This Agreement is executed in duplicate copies, each of which shall have the full force and effect of an original, to be effective as stated herein, but ministerially signed on the date indicated below.

CITY OF WESLACO:

David Suarez, **Mayor**

Date

ATTEST:

Norma A. Cantu, **City Secretary**

Date

APPROVED AS TO FORM:

Juan E. Gonzalez, **City Attorney**

Date

WESLACO POLICE DEPARTMENT:

Joel Rivera, **Chief of Police**

Date

SOUTH TEXAS COLLEGE:

Dr. Ricardo J. Solis, **President**

Date

EXHIBIT "A"

WESLACO POLICE DEPARTMENT

FIREARMS RANGE SAFETY RULES

1. Treat all firearms as though they were loaded.
2. Always keep your finger off the trigger and outside the trigger guard until on target and ready to shoot.
3. Be certain of the target and what is beyond.
4. No one is allowed on the range that is taking any substance that could impair the ability to correctly respond to audible or visual commands. This includes, but is not limited to, alcohol or any prescribed or over the counter medications.
5. All firearms training must be properly and adequately supervised.
6. Strict discipline and bearing will be maintained.
7. Upon picking up a firearm, remove magazine, open the action mechanism, and visually and physically checking to see that it is unloaded.
8. Keep the firearm pointed down range at all times.
9. No tobacco products on the firing line.
10. Never permit the muzzle of a firearm to touch the ground.
11. Pay strict attention to the Range Masters.
12. No one should be on the firing line except those firing.
13. All Electronic devices, including but not limited to cell phones, that can distract shooters will not be permitted on the firing line, unless authorized by the Range Master as part of the training.
14. All outside agency firearm instructors must check in with Weslaco Police Department Staff prior to commencing training.
15. All incidents and injuries at the Weslaco Police Department firing range must be reported immediately to Staff.
16. These rules apply to all personnel regardless of rank or agency.

Weslaco Police Department: 968-8591

Emergency: 9-1-1

EXHIBIT "B"

Waiver Agreement
For Use of Weslaco Police Department Shooting Range

I, _____ certify that I am over the age of eighteen (18) and waive, hold harmless and indemnify the City of Weslaco, the Weslaco Police Department, its predecessors, assigns, legal officers, former, present and future agents, employees, elected representatives, contractors and anyone else acting under its authority in the operation of their Range as follows:

I am fully aware of any and all risks associated with the above-mentioned undertaking and fully and unequivocally assume all risks which may include but are not limited to injury and/or death and injury and or damage to real and personal property.

I fully understand and agree that I will use the Range in an "as is" condition. The City of Weslaco and the Weslaco Police Department expressly disclaims any and all warranties including but not limited to warranty of merchantability and warranty of fitness for a particular purpose.

I hereby voluntarily release, discharge, waive and relinquish any and all action or causes of action for personal injury, property damage, or wrongful death occurring as a result of my use of the Weslaco Police Department Range. I hereby release, waive, discharge and relinquish any actions or causes of action aforementioned which may hereafter arise for me, my assigns, former, present or future agents, personal representatives, family or estate and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against the City of Weslaco, the Weslaco Police Department or any of its predecessors, assigns, legal officers, former, present and future agents, employees, elected representatives, contractors or anyone acting under its authority for any said cause of action, whether the same shall arise by my negligence or the negligence of any said persons, or otherwise. It is my intent by signing this waiver to exempt and release, indemnify and hold harmless the City of Weslaco, the Weslaco Police Department, its predecessors, assigns, legal officers, former, present and future agents, employees, elected representatives, contractors or anyone acting under its authority for any personal injury, property damage or wrongful death.

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

Signature: _____

Date: _____

Print Name: _____

Phone: _____

Agency: _____

Address: _____

Signature: _____

Date: _____

Print Name: _____

Witness: Weslaco Police Department Representative



Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6295	
From:			
Subject: Discussion and consideration to approve an increase to Purchase Order 22-3442 from \$333,213 to \$414,842 for vendor Visceral Illumination Code to cover the Police Station's additional cabling services for the jail intercom system, jail phones, surveillance cameras, access control system, patch panels, gate entry system, software licenses and authorize the Mayor to execute any related documents. Possible action. (Staffed by Information Technology Department.)			
Background: Installation of conduits has been completed at the new Police Station for additional cable runs of the intercom system, gate entry system, jail phones, additional access control devices, security cameras and video surveillance software licenses for the hosting server.			
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 J. Martin Vela Martin Garza		Created	
City Manager Comments: Approve as recommended by IT Director.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Memo - PO for Visceral Illumination Code, PO22-3442_certificate, WESLACO PD CHANGE ORDER_ 02.03.2023			
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

To: Mayor and City Commission

From: J. Martin Vela, Information Technology Department

Re: Discussion and consideration to approve an amount increase to
Purchase Order 22- 3442.

Date: February 3, 2023

We are requesting that you consider approval to increase the amount on **purchase order 22- 3442 from \$333,213 to \$415,022** to cover additional cabling services for the new Police Station. Including jails intercom system, jail phones, gate entry system, video surveillance cameras, software licenses, patch panels cable runs/terminations, and the access control system for the new Weslaco Police Station for vendor Visceral Illumination Code.

Please contact me with questions or concerns.

J. Martin Vela

Information Technology Director, City of Weslaco Phone: 956.968.6253

Email: jvela@weslacotx.gov

CITY OF WESLACO

PURCHASE ORDER

255 SOUTH KANSAS AVENUE

WESLACO, TEXAS 78596

FINANCE DEPARTMENT

956.968.3181

www.weslacotx.gov

Order Date

07/28/2022

Delivery Date

Terms

NET 30 DAYS

Requisition Number

03836

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VISCERAL ILLUMINATION CODE, LLC

405 W. OWASSA RD. STE. B

EDINBURG, TX 78539-

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CITY OF WESLACO - I.T.

255 S KANSAS AVENUE

WESLACO, TX 78596

MARTIN VELA - I.T. DIRECTOR

Account	Quantity	Description of Articles or Service	Unit Price	Amount
108-5202-550110	0	POLICE CABLING, ACCESS CONTROL & CAMERA SYSTEM	0.00	273,234.66
108-5206-550110	0	FIRE CABLING, ACCESS CONTROL & CAMERA SYSTEM	0.00	59,978.34
		NETWORK CABLING SERVICES, ACCESS CONTROL SYSTEM, AND VIDEO SURVEILLANCE SYSTEM PLUS 3 YEAR SERVICE AGREEMENT FOR THE NEW POLICE & FIRE STATION . APPROVED BY WCC ON: 7/5/2022 AS SPECIFIED ON RFP NO.: 2021-22-29		
TOTAL				333,213.00

IMPORTANT INSTRUCTIONS AND CONDITIONS

1. If prices are higher than specified, do not ship. Advise us.
2. We will not in any manner be responsible for goods delivered or work done for our account without a written order, except on special contracts. If these conditions are not acceptable please advise us
3. on receipt of the order and before you make any delivery.

Mail Invoice and Bill of Lading, rendered separate for each order to City of Weslaco, Accounting Dept., 255 S. Kansas Avenue, Weslaco, Texas 78596

Delivery will be accepted at vendor's risk. Goods are subject to inspection and return if found inferior to specifications or reasonable standard quality.

The City of Weslaco is exempt from all Federal and State tax.

Purchase Order Number
Must Appear On All
Invoices, Packing List
and Packages

CITY OF WESLACO

BY

FINANCE DEPARTMENT

Tax Exempt Number: 17460025442

Purchase Order No.:

22-3442

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

CERTIFICATE

I, Norma A. Cantu, City Secretary of the City of Weslaco, Texas, hereby certify that the Weslaco City Commission at their Regular Meeting of July 5, 2022, approved item(s) as follows under **VI. NEW BUSINESS:**

- H. Approved to award RFP No. 2021-22-29 for network cabling services, access control system and video surveillance system for the new Police and Fire Station to the most advantageous proposal from Visceral Illumination Code in an amount not to exceed \$333,513 and authorized the Mayor to execute any related documents.

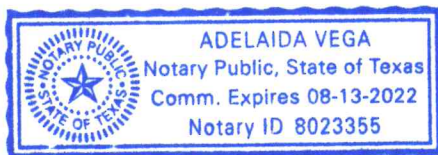
DATED this 6th day of July 2022.

CITY OF WESLACO

Norma A. Cantu, City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 6th day of July 2022 and that the above facts are true and correct to the best of her knowledge.



Adela Vega, Notary Public
My Commission Expires: 08/13/2022

STATE OF TEXAS



VISCERAL ILLUMINATION CODE DBA INSIGHT
SECURITY GROUP
3505 W. ALBERTA RD.
EDINBURG TEXAS 78539
DIRECT: 956.533.7784
EMAIL: BRANDY@VICINSIGHT.COM
ACR 2373789
TOPS: B10457901

QUOTE NUMBER: 22.1095

DATE: February 3, 2023

REQUESTED COST CHANGE PROPOSAL

PROJECT NAME: RFP 2021-22-29 CITY OF WESLACO
PROJECT ADDRESS: WESLACO TEXAS

SCOPE OF WORK			
INSTALLATION OF NEW POLICE STATION NETWORK, CABLING, ACCESS CONTROL, JAIL INTERCOM & SURVEILLANCE SYSTEMS. Includes design, labor, material/equipment listed, programming, and testing of new devices.			
COST PROPOSAL REQUEST:	DIVISION NETWORK CABLING SERVICE	POLICE STATION TOTAL COST:	\$48,909.00
	POLICE STATION	TOTAL COST	\$48,909.00
DATA: ALL DATA CABLING FOR JAIL TVS, JAIL TELEPHONES, JAIL INTERCOMS, CAMERAS, ACCESS CONTROL KEYSTONE JACKS, PATCH PANELS			
COST PROPOSAL REQUEST:	DIVISION ACCESS CONTROL / GATE ENTRY SYSTEM	POLICE STATION TOTAL COST:	\$32,720.00
	DIVISION SURVEILLANCE CAMERA SYSTEM	TOTAL COST	\$32,720.00
GATE ENTRY SYSTEM: AXIS CAMERAS & MILESTONE/ ACCESS LICENSE, JAIL INTERCOM, ACCESS CONTROL SYSTEM, & GOOSENECK PEDESTAL(2x)			
SURVEILLANCE CAMERA SYSTEM: 1-ADDITIONAL AXIS IP-66 @ SALLY PORT A239D, 2- ADDITIONAL CORRECTIONAL GRADE AXIS CAMERAS & MILESTONE LICENSES @N.C.V RM-A218 & N.C.V. RM-A221			
SUMMARY BREAKOUT		To accept this COST CHANGE PROPOSAL, sign here and return below:	
POLICE STATION TOTAL:	\$81,629.00	PRINT NAME:	DATE:
TOTAL:	\$81,629.00		
This is a PROPOSAL on the goods named, subject to the conditions noted below: VISCERAL ILLUMINATION CODE, LLC has the right to reject work before collecting payment and beginning work if needed.			



Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6334	
From:			
Subject: Discussion and consideration to approve renewal of the Loss Control & Risk Management Contract set to expire March 01, 2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources.)			
Background: The Loss Control & Risk Management Services contract for the Workers Compensation program was initially approved on February 2020 and since been renewed annually. The renewal is proposed at \$36,000 per year; same as prior year. Cost includes 225 projected annual hours of loss control and risk management services. The projected start date is March 02, 2023 through March 02, 2024.			
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):			
Luz Galindo Luz Galindo Martin Garza		Created	
City Manager Comments: Approve as recommended by Human Resources Director.			
Staff Recommendation: Staff recommends approval of Professional Services Agreement in the amount of \$36,000.			
Attachments, if any: 23-24 City of Weslaco, 23-24 Loss Control & Risk Management Contract			
Responsibilities upon Approval:			

City of Weslaco

aims as of: 01/25/2023

Policy Number: 0002053107

Policy Period: 10/01/2021 to 10/01/2022

Total Open Claims for Period: 3

	Paid to Date	Outstanding Reserves	Recoveries	Total Incurred
Indemnity	\$22,176.82	\$6,400.04	\$0.00	\$28,576.86
Medical	\$14,915.02	\$10,382.84	\$0.00	\$25,297.86
Expenses	\$1,896.76	\$1,568.79	\$0.00	\$3,465.55
Other	\$0.00	\$0.00	\$0.00	\$0.00
Employer Liability	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$38,988.60	\$18,351.67	\$0.00	\$57,340.27

Total Closed Claims for Period: 78

	Paid to Date	Outstanding Reserves	Recoveries	Total Incurred
Indemnity	\$1,582.69	\$0.00	\$0.00	\$1,582.69
Medical	\$24,741.27	\$0.00	\$0.00	\$24,741.27
Expenses	\$2,710.88	\$0.00	\$0.00	\$2,710.88
Other	\$0.00	\$0.00	\$0.00	\$0.00
Employer Liability	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$29,034.84	\$0.00	\$0.00	\$29,034.84

Total Claims for Period: 81

	Paid to Date	Outstanding Reserves	Recoveries	Total Incurred
Indemnity	\$23,759.51	\$6,400.04	\$0.00	\$30,159.55
Medical	\$39,656.29	\$10,382.84	\$0.00	\$50,039.13
Expenses	\$4,607.64	\$1,568.79	\$0.00	\$6,176.43
Other	\$0.00	\$0.00	\$0.00	\$0.00
Employer Liability	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$68,023.44	\$18,351.67	\$0.00	\$86,375.11

Loss Summary for All Policy Periods

Effective Date	# Claims	Indemnity Paid	Medical Paid	Other Paid	Total Paid	Recovery	Outstanding Reserves	Total Incurred
10/01/2020 - 21	56	\$12,065.36	\$58,553.48	\$7,885.34	\$78,504.18	\$0.00	\$7,367.67	\$85,871.85
10/01/2021 - 22	81	\$23,759.51	\$39,656.29	\$4,607.64	\$68,023.44	\$0.00	\$18,351.67	\$86,375.11
10/01/2022 - YTD 1/25/23	31	\$2,045.79	\$7,428.61	\$530.07	\$10,004.47	\$0.00	\$16,803.12	\$26,807.59
otals	168	\$37,870.66	\$105,638.38	\$13,023.05	\$156,532.09	\$0.00	\$42,522.46	\$199,054.55

Let us make your workplace safer and more productive.
Visit our safety resource center at www.texasmutual.com.

*This report provides loss information only and does not confirm or imply coverage for these dates.

Loss Control & Risk Management Contract

Project Name: City of Weslaco Loss Control & Risk Management Services for the Workers Compensation Program

Project Start Date: March 02, 2023

Project End Date: March 02, 2024

Project Description: Workers Compensation Hazard Inspections & Risk Management Services

City of Weslaco will provide the following data to Montalvo Insurance Agency & *J.C.V.C.C.S. (Subcontractor)

- Workers Compensation Loss Runs for the last 3 years.
- Contact information for various department heads/administrators to conduct noted monthly/quarterly hazard surveys/inspections.
- Safety manuals used by the City of Weslaco for its employees to review for compliance.

Project Scope includes:

- Initial Hazard Risk Assessment Evaluation
- Review Past On-Site Safety Inspections (to follow up on corrective action)
- Administrative Report
- On-Site Field Safety Training (Bilingual when necessary)
- Monthly/Quarterly Hazard Surveys/On-Site Assessments
- Administrative Report on findings of Hazard Surveys/On-Site Assessments
- Program Development (Based on Past Loss History)
- Development Training on Safety Programs
- Train city department's supervisors on noted hazards. (Train the trainer program)
- Covid-19 Training
- On Site Spot Checks

Project Costs:

- \$36,000 per year (Billing: 50% deposit due after execution of signed contract then balance is due in 6 months) Cost includes 225 projected annual hours of loss control and risk management services.
- NOTE: Expenses, training materials and travel time/mileage costs are included in our proposed cost assessment.

Offer: Montalvo Insurance Agency

Offer Date: 03/02/2023 – 03/02/2024

Project Approval: _____

Approval Date: _____

*** J.C. Villafranca Consulting Claims Service, LLC (Loss Control Subcontractor)**



Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6335	
From: Rosalinda Cavazos			
Subject: Discussion and consideration to accept and file the Quarterly Investment Report for the period ending December 31, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance 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 Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve to accept and file Quarterly Investment Report as presented by Finance Director.			
Staff Recommendation:			
Attachments, if any: 123122 QTRLY INVESTMENT MEMO, 123122 INVESTMENT REPORT			
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: February 15, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Financials for Period Ending December 31, 2022

I respectfully submit the Quarterly Investment for the period ending December 31, 2022.

Interest payments collected have surpassed the budgeted amount. We collected \$347,965.82 in the 1st quarter of fiscal year 2023.

Total interest earned to date is \$348,965.82, which \$139,915 is allocated to the general fund.

Staff recommends acceptance and filing of these reports.

City of Weslaco, Texas
Investment Report
December 31 2022

Deposits:

Cash on Deposit
PNC Bank
Tex Pool
Tex Pool Prime
Navy Army CU 5/24/2021
Greater State Bank 1/29/2022

Total

1st Quarter
12/31/22
\$ 7,552,856
879,863
37,876,205
-
240,419
\$ 46,549,343

Rates:

Cash - Interest Earning
PNC Bank
Tex Pool
Tex Pool Prime
Certificate of Deposits
Greater State Bank 1/19/2022

1st Quarter
12/31/22
0.10%
3.98%
4.28%
-

Total Interest Earned for Period

Total Interest
Average Return
Benchmark - 4 week T-Bill Rate
Weighted Average Maturity (Days)

\$ 348,965.82
3.59%
3.95%
2.03

Total Interest Earned Year to Date **\$ 348,965.82**

This report is in full compliance with the investment policy and strategy as established for the City of Weslaco, Texas and the Public Funds Investment Act (Chapter 2256, Government Code).

Prepared by:



Sonia Flores
Assistant Finance Director

Reviewed by:



Martin Garza
City Manager



Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6336	
From: Rosalinda Cavazos			
Subject: Discussion and consideration to accept and file the Financial Reports (unaudited) as of December 31, 2022 for the General Fund, Water and Sewer Fund, Solid Waste Fund, and Airport Fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance 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 Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve to accept and file Financial Reports as recommended by Finance Director.			
Staff Recommendation:			
Attachments, if any: 123122 QTRLY REPORTS MEMO, 123122 QTRLY REPORT			
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: February 15, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Financials for Period Ending December 31, 2022

I have included the financials for the General, Water/Wastewater, Solid Waste and Airport funds for your review and acceptance for the period ending December 31, 2022.

General fund had a net surplus of \$2,782,826. Sales taxes received maintain a 5% increase from FY 2022. Advalorem taxes collection rate was 49.77% at the end of December. We still maintain a strong number of working capital days. (119 days)

Water/Wastewater is showing a \$1,663,075 surplus when calculating the net change of revenues over expenditures. Debt payments were made February 15th, which will reduce working capital. Currently we have 162 days in working capital.

Solid Waste fund net change in fund equity reflects a deficit of \$95,631. The deficit is in result of paying 68% of our debt in the first quarter of 2023. We will continue to monitor the working capital.

Airport fund still reflects a negative net change.

Staff recommends acceptance and filing of these reports.

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CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - GENERAL FUND COMBINED
December 31, 2022
(Unaudited)

ASSETS

Cash and Equivalents	13,958,313	
Investment in Lease	-	
A/R Taxes-Current & Delinquent	6,522,664	
A/R Other	1,751,388	
A/R Ambulance Fees	1,932,728	
Due from other Funds	1,945,469	
Due from other Govt	1,904,788	
Inventory	111,111	
Prepaid Expense	1,027	
Restricted Assets (PEG)	546,816	
TOTAL ASSETS	28,674,303	-

LIABILITIES

Accounts Payable	486,517	
Accrued Salaries & Wages	1,827	
Due to other Funds	2,893,979	
Other Liabilities	389,433	
Escrow	1,196,017	
Trusts	546,816	
Deposits	5,121	
Deferred Revenues	9,036,363	
TOTAL LIABILITIES	14,556,073	-

FUND BALANCE

Nonspendable fund balance	31,880	
Restricted fund balance	1,750,000	
Committed fund balance	3,000,000	
Unassigned fund balance	6,542,763	
Change in net position	2,793,587	-
TOTAL FUND BALANCE	14,118,230	

TOTAL LIABILITIES AND FUND BALANCE	28,674,303	0
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CITY OF WESLACO, TEXAS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND COMBINED
December 31, 2022

REVENUES	Actual	Annual Budget
Ad Valorem Taxes	4,925,498	11,122,348
Sales Tax	3,477,236	12,034,500
Franchise Taxes	170,417	1,826,655
Permits & Licenses	303,093	751,800
Intergovernmental Revenue	92,527	1,558,367
Charges for Services	476,070	2,298,130
Fines and Forfeitures	111,956	624,058
Investment Income	122,129	22,000
Rentals and Royalties	5,182	15,010
Other Revenue	36,756	142,510
TOTAL REVENUES	9,720,864	30,395,378
 EXPENDITURES		
General Government	863,173	4,242,242
Judicial and Legal	133,997	574,146
Public Safety	4,205,140	17,151,002
Public Works	152,956	741,921
Streets and Highways	517,608	2,215,843
Planning, Inspections & Engineering	391,628	1,665,440
Culture and Recreation	349,374	1,861,492
Nondepartmental	222,016	951,110
Capital Outlay	68,531	812,260
Debt Service	33,616	275,470
TOTAL EXPENDITURES	6,938,038	30,490,926
 EXCESS OF REVENUES OVER EXPENDITURE	2,782,826	(95,548)
 OTHER FINANCING SOURCES (USES)		
Transfers In	372,640	1,490,561
Transfers In (Out)	(361,879)	(1,479,525)
Other Financing Sources	-	250,000
OTHER SOURCES (USES)	10,761	261,036
 NET CHANGE IN FUND BALANCE	2,793,587	165,488
 Fund Balance - October 1 (Beginning)	11,104,979	
 Fund Balance - September 30 (Ending)	13,898,566	
 Number of days in working capital	119	

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - WATER & WASTEWATER FUND COMBINED
December 31, 2022
(UNAUDITED)

	WATER	WASTEWATER	COMBINED
ASSETS			
Cash and Equivalents	1,835,415	683,730	2,519,146
Restricted Cash	1,729	-	1,729
Current Receivables	1,000,486	962,259	1,962,745
Inventory	112,366	150,457	262,823
Deferred Resource Outflow	71,211	21,797	93,008
Assets, net of Depr	10,264,453	26,821,947	37,086,400
TOTAL ASSETS	13,285,660	28,640,191	41,925,851
LIABILITIES			
Accounts Payable	50,360	6,433	56,793
Accrued Salaries & Wages	87,436	8,625	96,061
Customers Deposits	1,506,742	-	1,506,742
Due to Other Funds	(269)	(269)	(539)
Lease Payable	527,602	247,917	775,519
Other Liabilities	672,078	186,587	858,665
Deferred Resource Inflow	90,056	24,248	114,304
Long Term Liabilities - Bonds/Leases	4,490,179		4,490,179
TOTAL LIABILITIES	7,424,185	473,541	7,897,725
FUND EQUITY			
Net Investment in Capital Assets	-		-
Capital Fee Reserve	-	-	-
Unrestricted fund equity	4,871,968	27,493,082	32,365,050
Change in net position	989,507	673,568	1,663,075
TOTAL FUND EQUITY	5,861,475	28,166,650	34,028,125
TOTAL LIABILITIES AND FUND EQUITY	13,285,660	28,640,191	41,925,851

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
WATER AND WASTEWATER FUNDS
December 31, 2022

			Combined	Annual
REVENUES	WATER	WASTEWATER	Actual	Budget
Charges for Services	1,871,234	1,376,716	3,247,951	13,490,620
Utility Billing Penalties	41,447	33,574	75,020	215,000
Other Financing Sources (CIP)	-	197,667	197,667	695,000
Other Revenue	60,655	13,531	74,185	156,000
TOTAL REVENUES	1,973,336	1,621,488	3,594,824	14,556,620
EXPENDITURES				
Treatment	499,966	370,960	870,926	3,441,736
Distribution & Collection	142,282	409,363	551,645	2,534,281
Utility Billing	111,471	-	111,471	401,635
Water Meter Division	33,596	-	33,596	153,778
Capital Outlay	22,720	-	22,720	812,100
Debt Service/Leases	-	-	-	586,023
TOTAL EXPENDITURES	810,036	780,322	1,590,358	7,929,553
EXCESS OF REVENUES OVER EXPENDITURES	1,163,300	841,166	2,004,466	6,627,067
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers (Out)	(173,793)	(167,598)	(341,390)	(6,626,060)
OTHER SOURCES (USES)	(173,793)	(167,598)	(341,390)	(6,626,060)
NET CHANGE IN FUND EQUITY	989,507	673,568	1,663,075	1,007
Fund Balance - October 1 (Beginning)			35,925,885	
Fund Balance - September 30 (Ending)			37,588,960	
Number of days in working capital			162	

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - SOLID WASTE FUND
12/31/2022
(UNAUDITED)

ASSETS

Cash and Equivalents	(1,218,556)
Current Receivables	781,564
Noncurrent Receivable	2,000,000
Deferred Resource Outflow	2,604
Assets, net of Depr	6,170,630
TOTAL ASSETS	7,736,242

LIABILITIES

Accounts Payable	84,211
Accrued Salaries & Wages	55,163
Other Liabilities	18,548
Due to Other Funds	145
Noncurrent Liabilities	5,764,539
Deferred Resource Inflow	3,974
TOTAL LIABILITIES	5,926,579

FUND EQUITY

Contributed Capital	-
Reserved fund equity	-
Unreserved fund equity*	1,905,294
Change in net position	(95,631)
TOTAL FUND EQUITY	1,809,663

TOTAL LIABILITIES AND FUND EQUITY	7,736,242
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*Fund equity includes \$2M loan advanced to Water/Sewer Fund
from Solid Waste Fund to complete WTP Project -

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
SOLID WASTE FUND
December 31, 2022

	Solid Waste Collection	Brush Collection	Combined Actual	Annual Budget
REVENUES				
Intergovernmental Revenue	24,048		24,048	-
Charges for Services	1,188,281	340,698	1,528,979	5,898,217
Other Revenue	29,677	-	29,677	90,000
TOTAL REVENUES	1,242,005	340,698	1,582,703	5,988,217
EXPENDITURES				
Collection	590,672	-	590,672	2,097,605
Transfer Station/Recycling	-	40,234	40,234	133,763
Landfill	-	85	85	48,000
Brush Collection	-	144,770	144,770	649,779
Capital Outlay	18,155	-	18,155	658,554
Debt Service	-	603,167	603,167	896,769
TOTAL EXPENDITURES	608,827	788,257	1,397,084	4,484,471
EXCESS OF REVENUES OVER EXPENDITURES	633,178	(447,559)	185,619	1,503,746
OTHER FINANCING SOURCES (USES)				
Other Financing Sources	-		-	645,754
Transfers In	-		-	
Transfers (Out)	(281,250)		(281,250)	(1,125,000)
OTHER SOURCES (USES)	(281,250)	-	(281,250)	(479,246)
NET CHANGE IN FUND EQUITY	351,928	(447,559)	(95,631)	1,024,500
Fund Balance - October 1 (Beginning)	1,374,587			
	-			
Fund Balance - September 30 (Ending)	1,278,956			
Number of days in working capital	-91			

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
AIRPORT FUND
December 31, 2022

REVENUES	Actual	Annual Budget
Charges for Services	227,603	625,350
Rentals	54,128	123,300
Intergovernmental Revenue	28,727	50,000
Other Revenue	660	1,500
TOTAL REVENUES	311,118	800,150
EXPENDITURES		
Airport Operations	288,428	989,644
Capital Outlay	47,624	141,500
Debt Service	73,914	93,257
TOTAL EXPENDITURES	409,966	1,224,401
EXCESS OF REVENUES OVER EXPENDITURES	(98,848)	(424,251)
OTHER FINANCING SOURCES (USES)		
Transfers In (Out)	62,500	250,000
OTHER SOURCES (USES)	62,500	250,000
NET CHANGE IN FUND EQUITY	(36,348)	(174,251)
Fund Balance - October 1 (Beginning)	10,052,437	
Fund Balance - September 30 (Ending)	10,016,089	
Number of days in working capital	-114	

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - AIRPORT FUND
December 31, 2022

ASSETS

Cash and Equivalents	(96,288)
Due from Other Government	-
Current Receivables	194,609
Inventory	65,519
Restricted Assets	100
Deferred Resource Outflow	17,258
Assets, net of Depr	14,495,282
TOTAL ASSETS	14,676,480

LIABILITIES

Accounts Payable	396,570
Accrued Salaries & Wages	34,702
Due to Other Funds	1,945,469
Due to Other Governments	-
Other Liabilities	125,684
Deferred Resource Inflow	25,008
Notes Payable	1,397,045
TOTAL LIABILITIES	3,924,479

FUND EQUITY

Unreserved fund equity	10,788,350
Change in net position	(36,348)
TOTAL FUND EQUITY	10,752,002

TOTAL LIABILITIES AND FUND EQUITY	14,676,480
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Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6341	
From:			
Subject: Discussion and consideration to accept financing acquisition proposals from Baystone Government Finance for the acquisition of two 2022 Ambulance remounts in the amount of \$286,381.80 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve financing as recommended by Finance Director.			
Staff Recommendation: Staff recommends approval of Bayston Government Finance.			
Attachments, if any: FINANCING TABULATION 2022-23-06 AMBULANCE REMOUNTS			
Responsibilities upon Approval:			

**CITY OF WESLACO - AMBULANCE REMOUNTS / 5 YEAR PAYMENT PLAN
ACQUISITION & FINANCING RFP 2022-23-06 TABULATION**



Frost Bank
100 West Houston Street
San Antonio, Texas
210.220.6850
Rick Ramirez
rick.ramirez@frostbank.com

Baystone Govt Finance / KS State Bank
1010 Westloop Place
Manhattan, KS 66502
800.752.3562
Christina Ummel
cummel@ksstatebank.com

Government Capital Corporation
345 Miron Drive
Southlake, Texas 76092
817.422.0212
Stepahie Cates
stephanie.cates@govcap.com

Option	DESCRIPTION	Pmts			Pmts					Pmts		
	ANNUAL PAYMENTS	5	CONTRACT AMT	\$ 249,907.82	5	CONTRACT AMT	\$ 249,907.82	5	CONTRACT AMT	\$ 249,907.82		
			\$ 57,618.73	\$ 288,093.65		\$ 57,276.36	\$ 286,381.80		\$ 58,506.48	\$ 292,532.40		
			ORIGINATION FEE	\$ 400.00		ORIGINATION FEE	\$ -		ORIGINATION FEE	\$ -		
			INTEREST	\$ 38,185.83		INTEREST	\$ 36,473.98		INTEREST	\$ 42,624.58		
			TOTAL	\$ 288,493.65		TOTAL	\$ 286,381.80		TOTAL	\$ 292,532.40		
			4.935%			4.72%			5.49%			

Texas Regional Bank
1801 S. McColi Rd.
Mcallen, Texas 78503
956.648.3493
Jesse Ozuna
jozuna@texasregionalbank.com

Option	DESCRIPTION	Pmts		
	ANNUAL PAYMENTS	5	CONTRACT AMT	\$ 249,907.82
			\$ 61,953.47	\$ 309,767.35
			ORIGINATION FEE	\$ 2,499.08
			INTEREST	\$ 59,859.53
			TOTAL	\$ 312,266.43
			7.5%	

Tabulation created by: Homer Rhodes on: 2/14/2023



Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6299	
From:			
Subject: Discussion and consideration on the Interlocal Agreement between the City of Weslaco and the Weslaco Independent School District to overlay parking lots on the school parking lots, to begin after the school year and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: WISD staff has reached out to City staff to enter into an interlocal agreement to overlay some parking lot that are prioritized by the WISD staff. The last agreement that city and school had was in 2018, in which 4 projects were completed. If approved the overlays would commence during summer break 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):			
NORMA CANTU David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by Public Works Department.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2023 WISD PAVING INTERLOCAL , WISD List.Priorities Parking Lot Resurfacing, Interlocal Between City of Weslaco and Weslaco Independent School District re paving - parking lot repairs 2023			
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: February 20, 2023

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: WISD INTERLOCAL FOR PAVING PROJECTS

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

WISD staff has reached out to City staff to enter into an interlocal agreement to overlay some parking lot that are prioritized by the WISD staff. The last agreement that city and school had was in 2018, in which 4 projects were completed. If approved the overlays would commence during summer break 2023.

Staff Recommends Approval.

DISTRICTWIDE DRIVES AND PARKING LOT RESURFACING

2/9/2023

The following campuses are next on the list of priorities to address.

1. Silva Elementary old parking lot
2. Margo Elementary
3. Weslaco East HS drives, north and south side parking lots
4. B. Garza bus drive & pick up area
5. South Palm Gardens HS west parking lot
6. Central MS Iowa street & north west parking lot
7. Rico Elementary bus drive and pick up lane
8. Mary Hoge bus drive
9. N. Bridge bus drive & north side parking lot
10. Gonzalez Elementary original parking lot & drives
11. Energy Management
12. Cleckler-Heald north side parking lot

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WESLACO AND
THE WESLACO INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

WHEREAS, the Weslaco Independent School District (hereinafter referred to as "District") currently owns and operates numerous school Campuses located within the City of Weslaco ("Campuses"); and

WHEREAS, the District experiences a vast amount of traffic flow in the driving lanes and parking lots affiliated with the Campuses which causes cracks, potholes and other failures in the paving within the Campuses; and

WHEREAS, the City of Weslaco (hereinafter referred to as "City") has personnel that are trained, and the necessary equipment to address paving concerns and failures that are experienced at the Campuses; and

WHEREAS, the District desires that the City utilize its personnel and equipment to assist in addressing paving concerns at its various Campuses, and

WHEREAS, the District will set aside an annual budget to purchase the material to address paving concerns at up to three Campuses per year;

WHEREAS, the City and the District have the authority to enter into this agreement pursuant to the provisions of the Intergovernmental Corporation Act, Texas Government Code, Section 791.001 et seq.; and

WHEREAS, the Parties agree that this agreement will mutually benefit each Party and will further each Party's governmental purpose.

NOW, THEREFORE, in consideration of the foregoing and the following, the City and the District hereby agree as follows:

ARTICLE I MISSION AND PURPOSE

1-1. The purpose of this Interlocal Agreement (the "Agreement") is to address parking lot repairs needed at District Campuses located throughout the City.

1-2. Improving the District's driving lanes and parking lots will create a safer and more user-friendly environment to be enjoyed by citizens of the District and of the City.

1-3. The Parties desire to assist each other in undertaking the parking lot repair projects, as both the District and City will benefit from the outcome of the projects by decreasing the costs of services and increasing the quality of life both the citizens of the District and the City.

ARTICLE II CONSIDERATIONS

2-1. The City agrees to pave District parking lots pursuant to a schedule prepared and approved by the City. In preparing the schedule, the City will incorporate input from the District regarding the District's preference for order of completion of various parking lot projects.

2-2. Each parking lot project undertaken by the City will be a paving "overlay" and shall not include striping or marking of the parking lot. The term "overlay" for purposes of this Agreement, shall mean the application of a new layer of asphalt to a parking lot, rather than the tearing up of the existing asphalt surface entirely. Each overlay will use the existing layers of asphalt at each parking lot as the base for the new asphalt repair.

The District agrees to provide the City with a list of Campus parking lots, prioritized by the District according to its preference of the order of completion. The prioritized list shall be provided to the City on or before June 1, 2023 to ensure that the City has sufficient time to incorporate the parking lot projects into its annual paving schedule. Each parking lot project will consist of a single parking lot on a single campus.

The City agrees to incorporate up to four, but no less than two of the parking lot

projects into its annual paving schedule for the fiscal year beginning June 5, 2023, in accordance with the prioritized list provided by the District. The City shall incorporate the projects into its annual paving schedule such that they will be scheduled to be completed prior to the end of the fiscal year, but on a timeline to be determined at the City's discretion.

2-3. Should the City determine that it is unable to perform a given overlay designated by the District due to lack of expertise, problems with the condition of the existing parking lot, time constraints, or other similar reason that would impede the City's ability to complete the overlay, the City shall promptly notify the District of its inability and of the City's intent to proceed down the list provided by the District.

2-4. The City shall provide the labor and equipment for the completion of each parking lot project.

2-5. The District shall cover the costs of materials and supplies for each parking lot project.

2-6. Upon the approval of the City's annual paving schedule by the Weslaco City Commission, the City shall provide to the District the approved paving schedule along with an estimate of the cost of materials and supplies needed for each parking lot project within thirty (30) days of approval of the paving schedule.

2-7. No less than ten (10) District business days prior to the commencement of a single parking lot repair project, the City shall notify the District, through the Parties' authorized representatives, that the City shall commence work on any given project on the paving schedule.

2-8. The District shall make arrangements to ensure that the City has uninterrupted access to each parking lot that the City undertakes to repair.

2-9. The Parties recognize that the City's annual paving schedule is fluid and merely serves as an estimate as to when paving projects will be completed throughout the fiscal year. The District recognizes that the parking lot paving projects will be scheduled among the City's street paving projects, the completion of which may delay

the parking lot projects, and that other factors beyond the City's control may also delay the completion of parking lot projects. However, the City shall complete no less than two parking lot projects within the fiscal year, notwithstanding the completion/incompletion of other street projects on the City's paving schedule.

2-10. Upon completion of each parking lot project by the City, the City shall provide an invoice to the District reflecting the cost of materials and supplies for the given project. The invoice is due and payable within forty-five (45) days of receipt of the invoice by the District's authorized representative.

2-11. The effective date of this is June 1, 2023.

2-12. The Parties agree that This Agreement shall terminate upon the earlier of:

- (i) The mutual agreement of the District and the City, or
- (ii) August 31, 2023,
- (iii) Thirty (30) days' notice of termination from the District to the City, or
- (iv) Upon a material breach of this Agreement.

2-13. The District's authorized representative shall be its Superintendent. The City's authorized representative shall be its City Manager.

ARTICLE III INDEMNIFICATION

3-1. To the extent permitted by law, the City shall indemnify and hold harmless the District of its officers, agents, and employees and its Board members, individually and collectively, from and against all claims and demands of third persons, including, without limitation, employees and agents of the District, arising from the City's or its invitees or licensees uses of the Facilities or Parcel or from the conduct of the City's programs or from any activity or things done, committed or suffered by the City in or about the Parcel or Facilities.

3-2. To the extent allowed by law, the District shall indemnify and hold harmless the City and its officers, agents and employees and the City Commission members individually and collectively from any and all claims and demands by third parties,

including, without limitations, employees and agents of the District arising from the District's use of the Parcel or Facilities during the time of the District's exclusive right to use the Parcel or Facilities as provided for in this Agreement.

3-3. INSURANCE: The City shall during the term hereof and to the extent such insurance is otherwise available, name the District as an additional insured under the general liability policy of the city covering the contractual indemnification of the City as provided herein. Such insurance policy may be provided by a third-party commercial carrier or by governmental pooled policy such as Texas Municipal League or through self-insurance, provided that the City provides the District with assurances of ability to meet any financial commitment under such self-insurance program. The City shall deliver the District a certificate of insurance showing the District as co-insured upon the effective date and on an annual basis thereafter. The coverage for the City shall be in the amount of at least, the individual tort claims liability limit of the District on a per occurrence basis and have at least an aggregate coverage of ONE MILLION DOLLAR (\$1,000,000.00) per annum.

ARTICLE IV MISC.

4-1. The City and the District hereby agree that each party paying for the performance of the governmental function of services as a part of this Agreement must make those payments from current revenues available to the paying party. Should the City or District, after making reasonable efforts to fund any obligation hereunder, fail to appropriate funding required to meet such obligation then the other party at its sole remedy may waive the performance of the non-funding entity or terminate this agreement upon giving notice of such remedy as otherwise provided herein.

4-2. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceable shall not affect any other provisions thereof and

this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained, herein.

4-3. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Should any party be in breach hereof then the non-breaching party shall give sixty (60) days' notice of such breach and the breaching party shall have such sixty (60) days to cure the breach before the non-breaching party may terminate this Agreement or take any other action to enforce the provisions hereof.

4-4. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained, herein.

4-5. In the event the District or the City breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

4-6. Neither the District nor the City shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of the District or the City, and which by the exercise of due diligence the District or the City is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be executed by their authorized officers effective as of the _____ day of _____, 2023.

WESLACO INDEPENDENT SCHOOL DISTRICT

By: _____
Richard Rivera, **Interim Superintendent**

CITY OF WESLACO

By: _____
David Suarez, **MAYOR**

ATTEST:

By: _____
Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

By: _____
Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6343	
From: David Arce			
Subject: Discussion and consideration to approve a purchase from HGAC vendor IPL, for 715 residential Omnicart trash bins for an amount not to exceed \$41,011, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: We need to purchase more trash cans for our residential customers. We currently have about 150 bins in back stock. The bins will take 4-5 weeks after PO is issued. These are the same containers we currently have. We recommend the 715 to maximize the freight charges. A budget amendment is required for the purchase of the bins.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by Public Works Department.			
Staff Recommendation: Approve as recommended by the Public Works Department with a mid-year budget amendment to follow.			
Attachments, if any: Memo 2023 Trash bins IPL, Weslaco 95 gallon quote (2-14-23)			
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: February 20, 2023

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: RESIDENTIAL GARBAGE CANS

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

We need to purchase more trash cans for our residential customers. We currently have about 150 bins in back stock, with the growth we have seen, some of the 4 plex complexes will take all the bins we have. The bins will take 4-5 weeks to arrive, these are the same containers we currently have. This order is the second order after the initial order we did when we rolled out all new bins. First order was April 2022. We are recommending the 715 to maximize the freight charges. A budget amendment is required for the purchase of the bins.

Staff Recommends Approval.



February 14, 2023

David Arce
City of Weslaco
Deputy Public Works Director
Phone: 956-973-3146
darce@weslacotx.gov

David,

Thank you for your continued interest and support of IPL. We are pleased to share this quotation with you for our Omni Cart Product Line.

Please reference our proposal below:

Product	Quantity	Unit Price (USD)	Total Cost (USD)
70270 95 Gallon Omnicart – <i>Black Body & Lid, 10" injection molded wheels, ¾" axle, baffle, catch bar, serial number, City approved hot-stamps in white on sides of cart, RFID Tag</i>	715 (1 full truckload)	\$53.90	\$38,538.50
Freight (Shelbyville, KY – Weslaco, TX)	1 truckload	\$2,472.00	\$2,472.00
		Subtotal	\$41,010.50
		Sales Tax	TBD (if applicable)
		Total	\$41,010.50

Additional Information:

Lead Time: approximately 4-5 weeks from receipt of PO

Terms: Net 30

Terms & Conditions:

- 10-year warranty included on manufacturing defects
- Sales tax is based on final ship to location and included on invoice unless tax exemption certificate is provided.
- Pricing is valid for 30 days and subject to fluctuation monthly in accordance with raw materials, freight, and A&D labor availability.
- IPL is a part of the HGAC Buying Cooperative and this quote can be purchased via that organization.

Thank you again your consideration of IPL. If you have questions or concerns regarding our proposal, please contact me anytime at 215-983-2731

Sincerely, Matt Beeman



Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6345	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration on approval of Waterline Access Agreement for Tony Subdivision with North Alamo Water Supply Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by Planning Director.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Waterline Access Agreement - North Alamo Water Supply Corporation, City of Weslaco, Rene Guerra - Lot 1, Tony Subdivision			
Responsibilities upon Approval:			

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC

Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com



February 7, 2023

Via U. S. Postal Service

David Suarez, Mayor
The City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

**RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of Weslaco,
Rene Guerra - Lot 1, Tony Subdivision**

Dear Mr. Suarez:

Enclosed please find four (4) original **Waterline Access Agreements** ("**Agreement**") for Lot 1 in the Tony Subdivision for signature on behalf of the City of Weslaco ("**City**"). Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience.

When the documents have been signed on behalf of the City, and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to North Alamo Water Supply Corporation for further execution. After the documents have been fully signed by all parties, we will distribute a fully executed document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§
§

BETWEEN:

NORTH ALAMO WATER SUPPLY
CORPORATION AND CITY OF
WESLACO

**WATERLINE ACCESS AGREEMENT
(with City)**

WHEREAS, North Alamo Water Supply Corporation ("NAWSC") has a water distribution system which was designed for potable water distribution to rural communities; and

WHEREAS, such system was not designated specifically with the intent of providing water for fire protection purposes; and

WHEREAS, the City of Weslaco ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC; and

WHEREAS, City, a governmental entity of the State of Texas, may provide fire protection services to its constituents; and

WHEREAS, Section 67.0105 of the Texas Water Code authorizes water supply corporations to contract with governmental entities like the City to supply water for use in fire suppression, and further provides that the act of supplying such water by water supply corporations such as NAWSC, is an essential governmental function. It also provides that the contract for supplying such water must be to the mutual benefit to the contracting parties; and

WHEREAS, pursuant to Section 67.0105, a corporation that provides a governmental entity with a water supply or equipment to carry out the governmental function as described herein may be liable for damages resulting therefrom only to the extent that the governmental entity would be liable if the governmental entity were performing the governmental function directly; and

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property; and

WHEREAS, Rene Guerra ("Owner") is constructing improvements on the property described in **Exhibit "A"**, Lot 1, Tony Subdivision (the "**Development**") and the City requires fire protection for the Development as part of the Subdivision process.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged

and the goodwill generated, NAWSC and City agree as follows:

1. This agreement pertains only to those areas in the Development which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A"**. No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B" ("Fire Hydrants")**. Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting filling stations. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.
3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be used for the governmental purposes of fire-fighting filling stations and shall be painted black with a white bonnet (cap) so as to be designated that they may be available for that limited use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant shall be painted black with a white bonnet (cap) until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black with a white bonnet (cap) and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black with a white bonnet (cap), NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.
4. The Fire Hydrants will be constructed by Owner and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.
6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.
7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.
8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.
9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City, including a reasonable fee for the presence and administration of NAWSC's personnel.

10. CITY ACKNOWLEDGES AND AGREES THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY UNDERSTANDS THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY UNDERSTANDS THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AGREES TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY ACKNOWLEDGES BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION,

EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AGREES BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE DEVELOPMENT, AS CITY MAKES USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, HEREBY FULLY RELEASES NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT

ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY ALSO WAIVES ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Development at a point to be chosen by NAWSC, and shall have access to the Development and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Development. NAWSC may inspect its valves,

pipings, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, City shall have personnel present as necessary to assist in the inspection. NAWSC shall also have access to the Development for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and City agrees to annual inspections of its own facilities for these conditions.

16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.
 - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
 - e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Development. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as applicable.

18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.
19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.
20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.
21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.
22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals effective as of the _____ day of _____, 20_____.

ATTEST:

THE CITY OF WESLACO
255 S. Kansas Avenue
Weslaco, Texas 78596

By: _____,
Norma Cantu, City Secretary

By: _____,
David Suarez, Mayor

APPROVED AS TO FORM:

By: _____,
Juan E. Gonzalez, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared David Suarez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Mayor of the City of Weslaco, that he executed the same as the act of City of Weslaco for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____
_____ 20_____.

Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for North Alamo
Water Supply Corporation

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____
_____, 20____.

Notary Public in and for the State of Texas

EXHIBIT "A"

Lot 1, TONY SUBDIVISION, an addition to the City of Weslaco, Hidalgo County, Texas, according to the map thereof recorded in Volume 27, Page 65, Map Records of Hidalgo County, Texas.

SCALE: 1"=20'

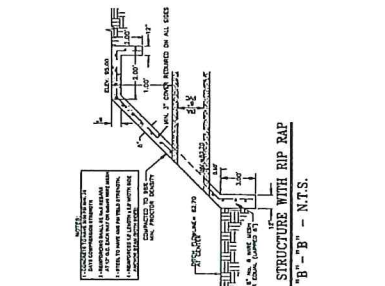
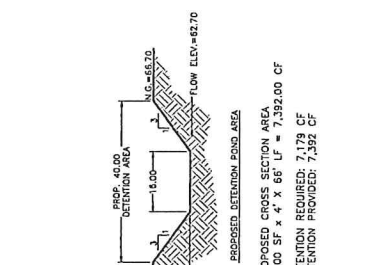
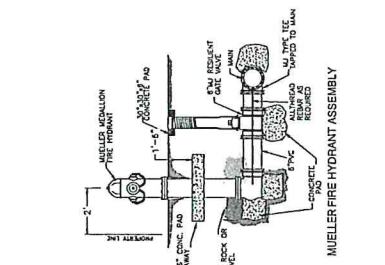
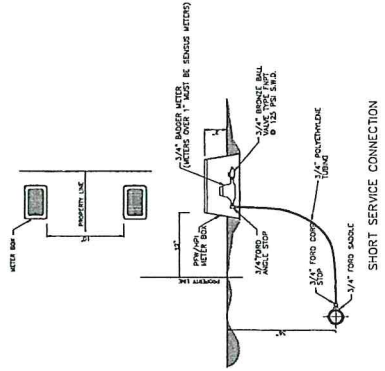
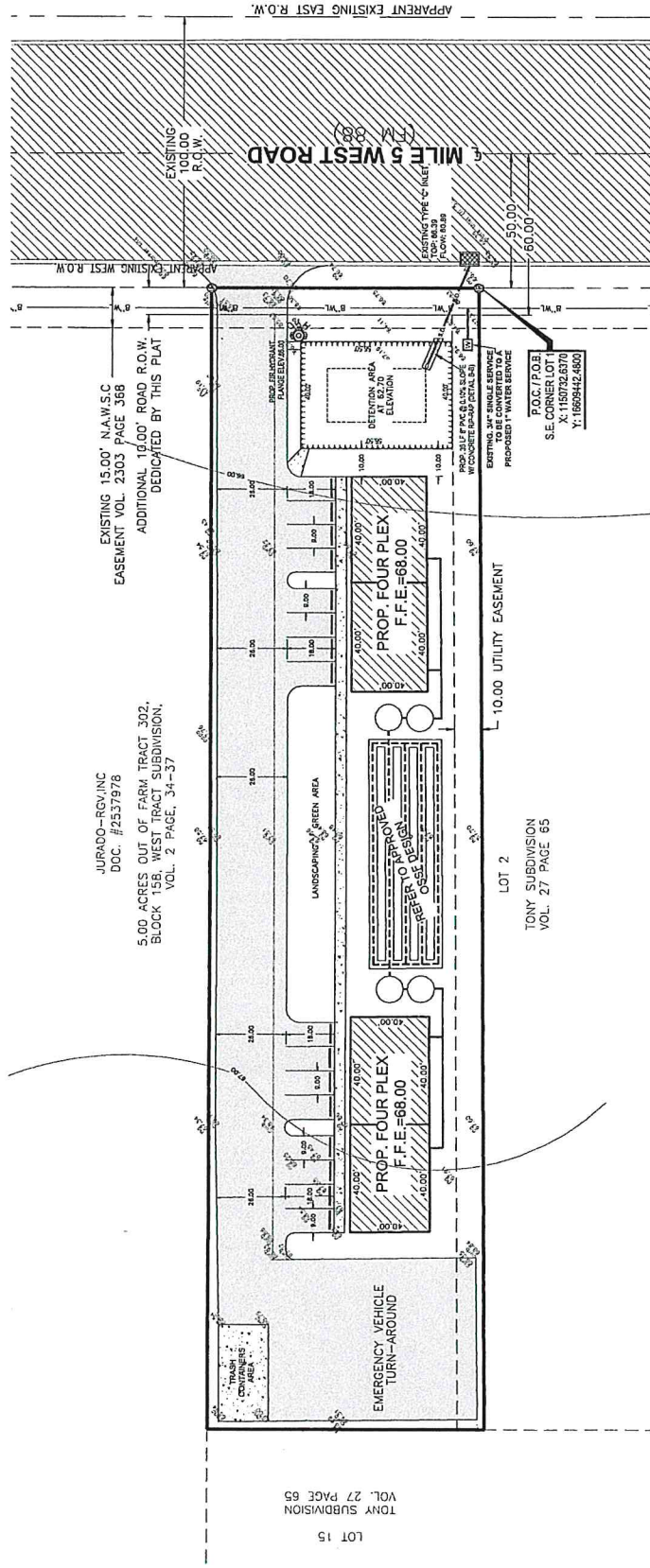
DRAWING DATE: 01-11-2022
 PREPARED BY: J. L. H. 2022
 DESIGNED BY: J. L. H. 2022
 CHECKED BY: J. L. H. 2022
 APPROVED BY: J. L. H. 2022
 SCALE: 1"=20'

LOT 1
 TONY SUBDIVISION
 VOLUME 27 PAGE 65

PROPOSED WATER (N.A.W.S.C.)
 AND DRAINAGE IMPROVEMENTS

MAIN ENGINEERING, L.L.C.
 CONSULTING ENGINEER
 FIRM NO. F-0050
 520 N. STREET
 DOWNA TOWNSHIP, MISSOURI 63057
 E-MAIL: MAINENGINEERING@YAHOO.COM
 PH: (636) 794-0218

SHEET
 SITE PLAN



PROPOSED CROSS SECTION AREA
 28.00 SF x 4' x 66' L² = 7,392.00 CF
 DETENTION REQUIRED: 7,179 CF
 DETENTION PROVIDED: 7,392 CF

STORM DISCHARGE STRUCTURE WITH RIP RAP
 SECTION "B-B" - N.T.S.

EXHIBIT "B"
Fire Hydrant Installation

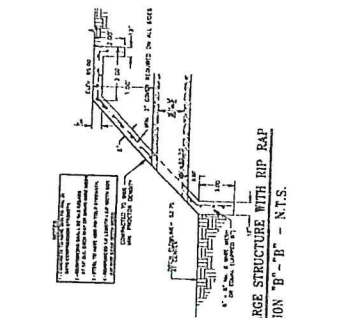
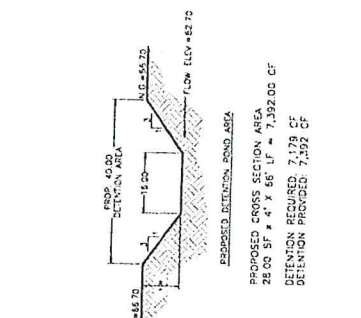
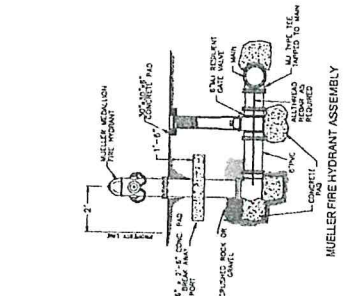
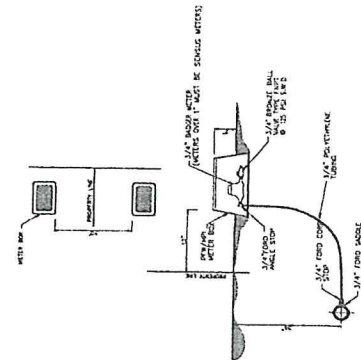
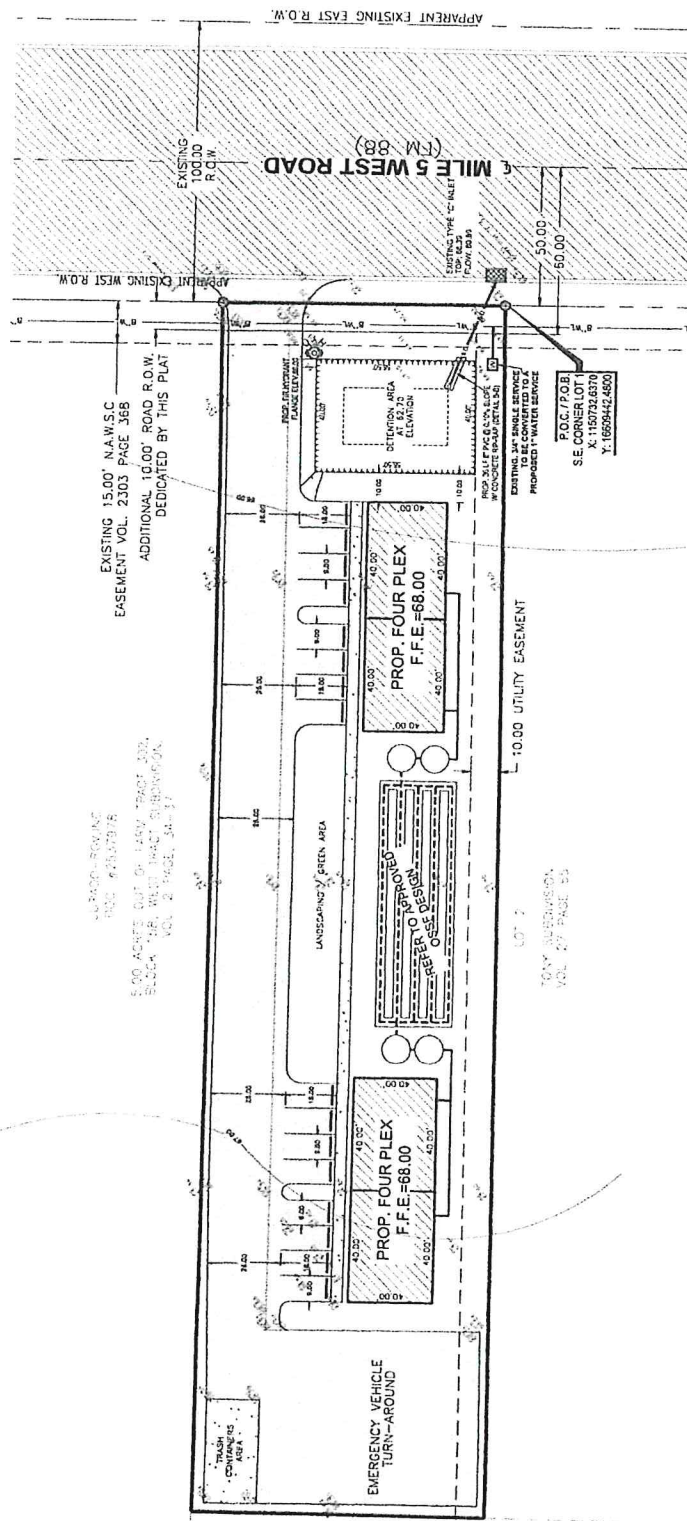
Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.

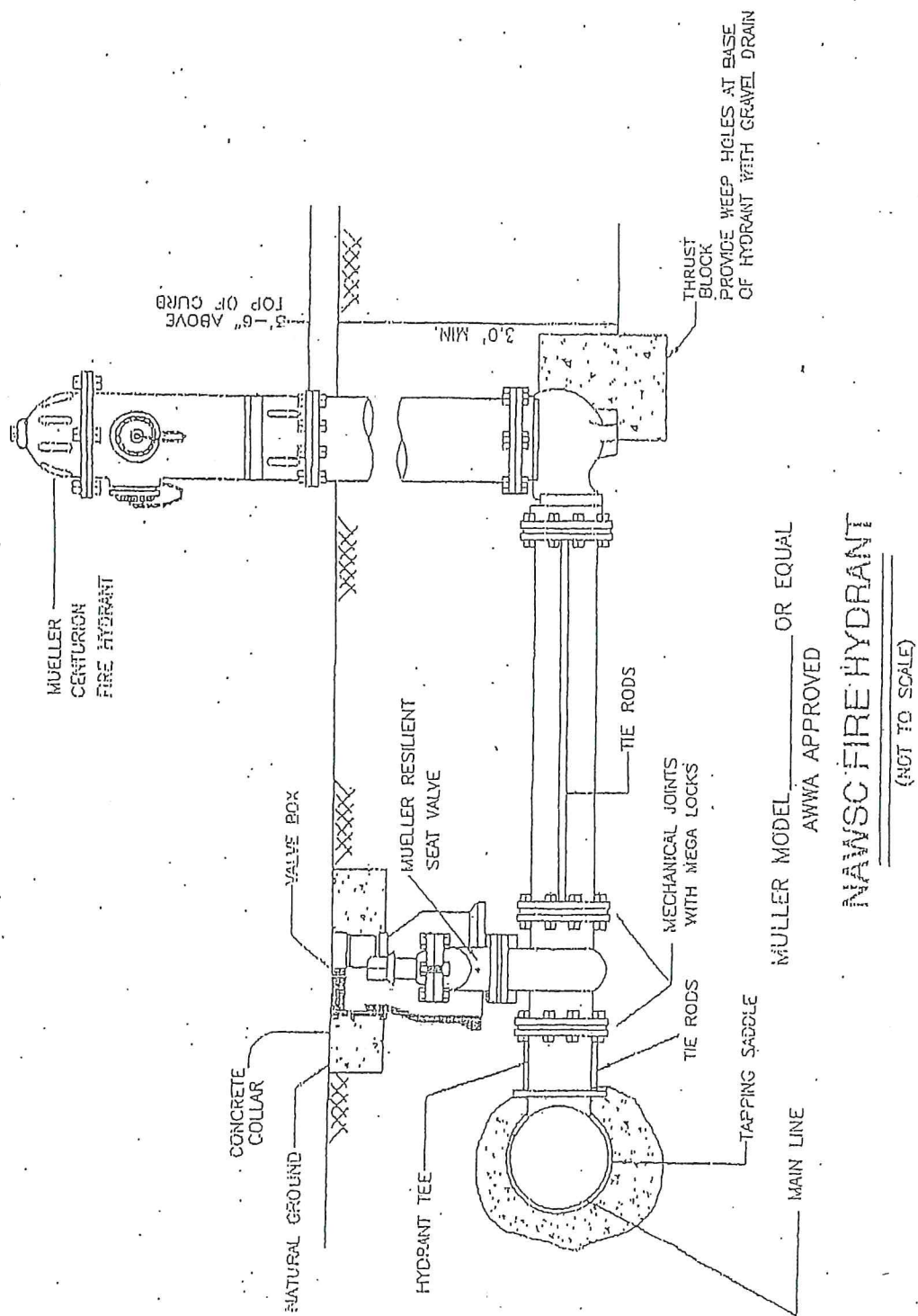
MAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
1000 N. 10th St., Suite 100
Tulsa, Oklahoma 74103
Phone: (918) 438-1000
Fax: (918) 438-1001
Email: main@mainengineeringllc.com

PROPOSED WATER (N.A.W.S.C.)
AND DRAINAGE IMPROVEMENTS

LOT 1
TONY SUBDIVISION
VOLUME 27 PAGE 65

SCALE: 1" = 20'
DATE: 01/11/2011
DRAWN BY: J. L. LEE
CHECKED BY: J. L. LEE
APPROVED BY: J. L. LEE





MUELLER MODEL _____ OR EQUAL
 AWWA APPROVED

NAWSC FIRE HYDRANT

(NOT TO SCALE)



Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6347	
From: Maggie Perez			
Subject: Discussion and consideration to provide a letter of support to the Rio Grande Valley Regional Transit Authority Feasibility Study (RGV RTA Feasibility Study) application under the Federal Transit Administration's Areas of Persistent Poverty Grant Program (AoPP) and authorize the Mayor to execute any related documents. Possible action. (Staffed by RGVMPPO.)			
Background: The RGVMPPO is applying for a \$500,000 planning study coined the RGV RTA Feasibility Study. The RGVMPPO's goal is to conduct a study to assess the potential for regional transit system improvements in areas of persistent poverty, analyze the financial structure(s) of the existing transit agencies, and highlight potential benefits of a Regional Transit Authority (RTA) for the larger Rio Grande Valley Area.			
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 Martin Garza		Created	
City Manager Comments: Approve letter of support as recommended by Grant Writer.			
Staff Recommendation:			
Attachments, if any: RGVMPPO Agenda Item request Area of Persistent Poverty planning grant			
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

February 20, 2023
Federal Transit Administration
Nuria Fernandez
Office of the Administrator
1200 New Jersey Ave, SE
Washington, DC 20590

Dear Administrator Fernandez,

The City of X would like to express our full support for the Rio Grande Valley Metropolitan Planning Organization's (RGVMPO) application for the Rio Grande Valley Regional Transit Authority Feasibility Study which is funded under the Federal Transit Administration's Areas of Persistent Poverty (AoPP) Grant Program. The RGVMPO is proposing to complete a feasibility study that encompasses their Metropolitan Area Boundary, which includes portions of Starr County and the entirety of Cameron and Hidalgo Counties. The development of a first-of-its-kind feasibility study would assess the potential for transit improvements in areas of persistent poverty, analyze the financial structure(s) of existing transit agencies, and highlight the potential benefits of a regional transit authority for the Rio Grande Valley

In 2019 the three MPO's of the Rio Grande Valley merged to become the fifth largest MPO in the state of Texas by population. The April 2020 Census data states that the population of the Rio Grande Valley was 1,357,718 with the entirety of the region classified as an AoPP. With the entire population living in an AoPP and sparse infrastructure for pedestrian and transit users' safety, the Rio Grande Valley is a prime candidate for this AoPP planning grant. It is vital to the growing population of the Rio Grande Valley to plan for the safety of motorists, pedestrians, cyclists, and transit users alike on our ever-growing transportation network.

The RGVMPO has experience in managing federal funds and coordinating efforts between multiple entities and jurisdictions. This experience will be crucial to the completion of a project on this scale. As part of a larger strategy to improve regional transportation systems, the RGVMPO has actively been pursuing new federal funding opportunities and recently secured a Safe Streets and Roads for All grant to develop a regional comprehensive safety action plan. Additionally, the RGVMPO is pending notifications for Reconnecting Communities Pilot Program and Strengthening Mobility and Revolutionizing Transportation grant applications. To ensure alignments of these efforts, the RGVMPO will assemble an Infrastructure Bill Grants Subcommittee to ensure these plans go hand-in-hand with each other to improve transportation safety and provide more access to safer transportation alternatives.

We look forward to being a part of the planning structure once awarded. In closing, I fully support the RGVMPO's application for funding. Funding this project today will produce vast safety benefits, for generations to come, in a border region that has largely been under-funded and under-represented on the federal level.

As always, please feel free to contact me directly with any comments or questions via my cell phone or email.

Sincerely,

David Suarez

Mayor



Standardized Agenda Request Form

Date of Meeting: February 20, 2023		Agenda Item No. (to be assigned by CSO): 2023-6252	
From:			
Subject: Discussion and consideration to ratify the application to the DHS/FEMA Assistance for Firefighters Grant program relating to equipment for an amount not to exceed \$328,482 with 10% MATCH REQUIRED and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department/Grant Writer.)			
Background: Grant was due FEB 10, turned in promptly.			
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 Martin Garza		Created	
City Manager Comments: Approve as recommended by Fire Department/Grant Writer.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			