



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MARCH 20, 2018**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, March 20, 2018 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

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

II. REPORTS

- A. Discussion and consideration to accept a grant from Knapp Community Care Foundation in the amount of \$250,000.00 for the Weslaco North Side Sports Complex and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)

III. 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.

If you are discussing 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.

IV. PUBLIC HEARING

- A. To solicit input on behalf of Abel Sanchez for a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit, pool tables and coin operated machines at 4024 E. Expressway 83 also being Lot 3, Royal Subdivision, Weslaco, Hidalgo County, Texas. (Staffed by Planning and Code Enforcement Department) Attachment
- B. To solicit input on behalf of Javier Pena to rezone 1905 Hollow Drive also being Lot 97, Westgate Village Phase II Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to B-1 Neighborhood Business District. (Staffed by Planning and Code Enforcement Department) Attachment

V. CONSENT AGENDA

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

- A. Approval of the Minutes of the Regular Meeting on March 6, 2018. (Staffed by City Secretary's Office.) Attachment.
- B. Approval of the reapplication to the South Texas Literacy Coalition grant for free books with no local match required and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment
- C. Approval of the renewal of the Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System (HCLS) and authorize the Mayor to execute any related documents. (Staffed by the Library.) Attachment
- D. Declaration as surplus a 2010 Dodge Ram 1500 and authorize solicitation of quotes/bids using it as a trade-in on the purchase of a used 2014 or newer half-ton pick up truck. (Staffed by Weslaco Police Department.) Attachment
- E. Authorization to allow Weslaco Police Department to conduct an weapon/equipment trade through Buyboard with GT Distributors, Inc. and authorize the mayor to execute any related documents. (Staffed by the Weslaco Police Department.) Attachment

- F. Approval of Resolution 2018-26 authorizing an application and continued participation in 2019 Local Border Security Program Grant (#3407202) through the Office of the Governor Homeland Security Grants Division with no local match required and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- G. Approval of Resolution 2018-27 authorizing an application to the 2018-2019 National Incident-Based Reporting System (NIBRS) Grant (#3658001) through the Office of the Governor Criminal Justice Division with no local match required and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- H. Authorization to use the Court Technology Fund to purchase a new cash register from Connection for the Municipal Court not to exceed \$636.40. (Staffed by Weslaco Municipal Court) Attachment
- I. Authorization to use the Court Technology Fund to purchase three credit card chip readers from Shi Government Solutions for the Municipal Court not to exceed \$1,440.45. (Staffed by Weslaco Municipal Court.) Attachment
- J. Approval of a Mid Valley Airport Ground Lease Agreement, with a reversion clause, with Tenant Mike Poindexter for Hangar W-32 and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment
- K. Approval of Resolution 2018-28 authorizing designated individuals as signatories on certain legal financial documents with BBVA Compass Bank for the \$240,000 Marion Booth Endowment Certificate of Deposit, and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment
- L. Approval of Ordinance 2018-10 on First Reading approving a negotiated resolution between the City and Texas Gas Service regarding the company's Cost of Service Adjustment tariff filing; adopting a savings clause; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; repealing any prior ordinances inconsistent with this ordinance; and requiring delivery of this ordinance to the company and the City's legal counsel. First Reading of Ordinance 2018-10. (Staffed by Finance Department.) Attachment

VI. APPOINTMENTS

- A. Discussion and consideration to approve Resolution 2018-29, 2018-30, 2018-31 and 2018-32 appointing four members to expired terms on the Hotel Occupancy Tax Advisory Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment

VII. OLD BUSINESS

- A. Discussion and consideration to approve an interlocal agreement with the Weslaco Independent School District for the paving of certain school parking lots and authorize the Mayor to execute any related documents. Possible action. (There was no action on March 6, 2018; requested by Weslaco Independent School District.) Attachment

VIII. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Abel Sanchez to approve a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit, pool tables and coin operated machines at 4024 E. Expressway 83 also being Lot 3, Royal Subdivision, Weslaco, Hidalgo County, Texas. Possible action. (Staffed by the Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration after public hearing on behalf of Javier Pena to approve Ordinance 2018-08 rezoning 1905 Hollow Drive also being Lot 97, Westgate Village Phase II Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2018-08. Possible action. (Staffed by the Planning and Code Enforcement Department.) Attachment
- C. Discussion and consideration to accept the check for \$111,900.00, on behalf of Pat Serquina, for the repairs of parking garage located near the intersection of Third Street and Missouri Avenue and authorize Mayor to execute any related documents. (There was no action on February 6, 2018; Staffed by Planning and Code Enforcement.) Attachment
- D. Discussion and consideration to award Request For Proposals 2018-19-09 for the Repairs of the Villa de Cortez Parking Garage and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- E. Discussion and consideration to approve the Final Plat for El Porvenir Subdivision,

being a 6.00 acre tract of land Farm Tract 267, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the East side of Mile 4 West Road, 990 feet South of Mile 12 North Road. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment

- F. Discussion and consideration to approve the Interlocal Agreement between the City of Weslaco and The Weslaco Independent School District granting a Drainage Detention Easement and authorize the Mayor to execute any related documents. Possible action. (Requested by the Weslaco Independent School District.)
- G. Discussion and consideration to approve an amended Memorandum of Understanding with Weslaco Independent School District (WISD) for the use of open space area at Memorial Elementary and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment
- H. Discussion and consideration to approve an amended Memorandum of Understanding with Weslaco Independent School District (WISD) for the use of open space area at Clecker-Heald Elementary and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment
- I. Discussion and consideration to accept financing acquisition proposal from City National - Capital Finance for the purchase of nine (9) police pursuit vehicles for the Weslaco Police Department utilizing capital lease proceeds in the amount of \$450,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- J. Discussion and approval to modify provisions of Section 6.06(e) of the Property Tax Code and continue payment of City of Weslaco's allocated annual entity assessment due to the Hidalgo County Appraisal District on a quarterly basis. Possible action. (Staffed by Finance Department.) Attachment
- K. Discussion and consideration to approve Ordinance 2018-11 amending the Master Fee Schedule to reflect fees associated with Library Hotspot loan and authorize the Mayor to execute any related documents. First Reading of Ordinance 2018-11. Possible action. (Staffed by the Library Department.) Attachment
- L. Discussion and consideration to select a name for the apartments project. Possible action. (Staffed by City Manager.)

- M. Discussion and consideration to approve Change Order No. 001 with Noble Texas Builders on the University of Texas Rio Grande Valley Center for Innovation and Commercialization project to decrease the project sum by \$96,956.00 per value engineering items and authorize the Mayor to execute any related documents. Possible action. (Requested by Economic Development Corporation.) Attachment

IX. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- B. Personnel - Discussion with the City Manager regarding an employment agreement with Joel Rivera as Police Chief as authorized by §551.074 of the Texas Government Code.
- C. Legal Consultation - Seek City Attorney opinion relating to the mediation with CDM as authorized by §551.071 of the Texas Government Code.
- D. Legal Consultation - Seek City Attorney opinion relating to the demand letter from Noble Texas as authorized by §551.071 of the Texas Government Code.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

XI. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 16th day of March, 2017 at 3:10 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Elizabeth M. Walker, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary's Office at (956) 968-3181, Ext. 3100 prior to the meeting date.

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1546	
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):			
Elizabeth Walker Elizabeth Walker Mike Perez		Created	
City Manager Comments: Approved.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Chaplin Howard Bloomquist, Weslaco Police Department will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission updated 2017 election			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2017-1124	
From:			
Subject: Discussion and consideration to accept a grant from Knapp Community Care Foundation in the amount of \$250,000.00 for the Weslaco North Side Sports Complex and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)			
Background: The City of Weslaco is proposing to utilize forty (40) plus acres of open green space, located on Mile 11, into a community park. The proposed community park will be adjacent to a proposed fire station that is currently under design. The proposed park will be built in two phases and has an anticipated project cost of \$6.4 million dollars. The City is currently working on a Texas Parks and Wildlife grant in partnership with Hidalgo County Precinct 1 for Phase I of the proposed park project. Phase I will include a twelve foot (12') wide walking trail, parking areas, a splash pad, picnic pavilions, tennis courts, basketball court, sand volleyball court, and youth soccer fields. The City of Weslaco continues to foster improvements to our recreational facilities throughout the city. Our efforts will provide more activities that will result in a healthier community and attract neighboring families to Weslaco. The largest impact the proposed project will have on Mid-Valley residents is in that there are no recreational facilities north of Interstate 2 (north Weslaco) for residents or neighboring communities to use. The proposed project will reach approximate one half of Weslaco's population, plus countless more within the surrounding communities and colonias. The proposed project will allow users to actively use the park and its features for exercise, play, league play, nature walking and for family gatherings. The mile long walking trail and equipment area will allow people of all generations and physical abilities to enjoy the outdoors. Studies have shown neighborhood parks and recreational areas help individuals improve their overall health, including obesity and diabetes as well as mental well-being. The proposed park project will be a focal point in north Weslaco and will provide fun and enjoyment year round for north-side resident and the surrounding communities.			
Funding Source (budget code, if applicable): 50-400-2470			
Amount: \$250,000.00		Term of Impact: 2 years	
		Identified in Current Budget: No	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			

Advisory Review, if any (name of board/committee, date of action, recommendation):	
Andrew Muñoz	Created/Initiated
Andrew Muñoz	Approved
Mike Perez	Final Approval
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: 001_COMPLETE AGREEMENT AND EXHIBITS	
Responsibilities upon Approval:	

Weslaco Northside Park Complex

2017 KCCF Online Grant Application **AGREEMENT**

City of Weslaco

Mike Perez
255 S. Kansas
Weslaco, Texas 78596

mrperez@weslacotx.gov
O: 956-973-3110
F: 956-968-6672

Ms. Norma Cantu

255 S. Kansas
Weslaco, Texas 78596

nacantu@weslacotx.gov
O: 956-968-3181

FollowUp Form

Project Name

Name of the Project

Weslaco Northside Park Complex

Date Authorized

01/10/2018

Amount Awarded

\$250,000.00

The undersigned representative of the "Grantee" accepts the grant made by Knapp Community Care Foundation, Inc., a Texas non-profit corporation (the "Foundation") by grant award notification letter dated January 12, 2018, (the "Grant") and in consideration of the Grant, Grantee and the Foundation agree as follows:

Article I - Grant Award*

A. The Grantee is awarded the amount shown above (the "Grant Funds"), to be disbursed in payments as indicated in Exhibit A (the "Budget and Payment Schedule/Key Expectations"). The grant period will be from January 10, 2018 to January 31, 2020 (the "Grant Term"). The Grant is contingent on availability of funding, and grant payments are subject to the terms and conditions of the agreement; additionally, all payments will be subject to demonstrable progress toward Key Expectations, Measurable Time-Specific Goals, Critical Milestones, Outcomes and Performance Targets as outlined in the grant application dated September 29, 2017, and attached hereto as Exhibit B (the "Grant Application"). The determination of whether Grantee has made demonstrable progress shall be solely and exclusively reserved to the Foundation.

B. Grantee will cooperate with the Foundation in supplying additional information or in complying with any procedures which might be required by any governmental agency in order for the Foundation to establish the fact that it has observed all requirements of the law with respect to the Grant.

I Agree To The Above

Article II - Use of Funds*

A. The Grant is for the specific purpose(s) presented in the Grant Application, and monies received under this agreement and any investment income earned by Grantee with respect to such monies, shall be expended for no other purpose(s). Any earnings accruing from the Grant Funds should be credited to the support of the activity being funded and added to the balance of that account.

B. Grantee specifically agrees that no part of the funds will be used to carry on propaganda, influence legislation, influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive.

C. Consistent with Executive Order 13244 and the Patriot Act, Grantee represents, warrants and covenants unto the Foundation that no portion of the Grant Funds will be used to support terrorism, or will be diverted to other individuals or organizations which have assisted, sponsored, or provided financial, material, or technological support for terrorists or persons associated with terrorists.

D. Grantee understands that under the terms of the Foundation's governing documents, Grantee's purposes are to be fulfilled only within a specific geographical area. Grantee represents, warrants and covenants into the Foundation that Grantee shall only use the Grant Funds within the geographic area set forth in the Grant Application.

E. The Foundation, at its sole option, may terminate a grant in whole or in part, in writing or by withholding payments, or both, at any time if, in the Foundation's judgement there is good cause for any reason, including but not limited to: dissatisfaction with the quality of the Grantee's progress toward achieving the intended outcomes as outlined in the Grant Application; Grantee is incapable of satisfactorily completing, or has ceased to be an appropriate means of accomplishing, the Grant Purpose(s); Grantee's organization dissolves or fails to operate; Grantee materially fails to comply with all terms and conditions included in the Grant Agreement; significant leadership, or other changes occur at Grantee entity that the Foundation believes may threaten the accomplishment of the Grant Purpose(s); or such action is necessary to comply with the requirements of any law or regulation affecting the Foundation's responsibilities with respect to the Grant.

F. If termination occurs prior to the scheduled end date of the Grant Period, the Grantee shall, upon request by the Foundation, provide, to the Foundation a full accounting of the receipt and disbursement of Grant Funds and expenditures incurred under the Grant as of the effective date of termination. Within sixty (60) days after written request by the Foundation, the Grantee shall remit all Grant Funds unexpended as of the effective date of termination.

I Agree To The Above

Article III - Non Profit Status*

A. Grantee represents and warrants to the Foundation that it is designated as an organization under the Internal Revenue Code, Section 501(c) (3) and 509(a), or Section 170(c) and has timely filed its Form 990s or other tax reports, as may be required by the Internal Revenue Service, and that Grantee is in good standing with the IRS and relevant state and local authorities.

B. Grantee agrees to notify the Foundation immediately, in writing, if (i) Grantee's federal tax status is revoked or altered; (ii) Grantee has reasonable grounds to believe its tax status may be revoked or altered; or (iii) Grantee has reason to believe that the Grant Funds cannot be or continue to be expended for the specified purpose(s). In the event that the Grantee loses its tax exempt status before all Grant Funds are disbursed, the Grant will be considered null and void, and all obligations of the Foundation hereunder will terminate.

C. Grantee certifies the Grant will not jeopardize Grantee's status as a "Public Charity" under Section 509 of the Internal Revenue Code.

I Agree To The Above

Article IV - Right to Release*

A. The Foundation retains the right to release information regarding the Grant to any public media. Permission is hereby given for Grantee to use (i) any wording contained in this agreement, (ii) the letter of award attached hereto as Exhibit C (the "Letter of Award"), and (iii) the attached "Press Information Sheet" attached hereto as Exhibit D. Any proposed releases for publication or broadcast containing additional information must be approved in writing by the Foundation.

I Agree To The Above

Article V - Reporting Requirements and Modification(s)*

A. Grantee acknowledges receipt and review of, and agrees to submit periodic reports to the Foundation the progress of the grant project and expenditure of Grant Funds in accordance with the requirements for "Reporting Requirements and Schedule of Reports" attached hereto as Exhibit E. Requests for program or budget modifications should be submitted to the Foundations' Director of Grants and Programs for review and approval. The request should contain the reason for the modification, any additional information necessary to make a decision (such as, unexpended Grant Funds identified and how the Grant Funds will be used, the length of time requested if an extension to the Grant Term is requested). Modification requests must be approved, in writing, by the Foundation before any adjustments are made to the program or budget.

B. Interim and final reports should include a statement of progress toward reaching outcomes, milestones, and performance targets set forth in the Grant Application together with a financial report in a form satisfactory to the Foundation. Grantee acknowledges that failure to submit required reports may result in subsequent disbursements of Grant Funds being withheld and may jeopardize future funding opportunities for Grantee.

C. Grantee is required to provide notice of any change in "Key Individuals" as indicated in the Grant Application. Grantee will consult with the Foundation as to alternative arrangements (including identification of replacement of Key Individual(s)) to accomplish expectations, milestones, outcomes, and performance targets.

I Agree To The Above

Article VI - Publication(s)*

A. Grantee will submit the manuscript of any proposed publication to the Foundation at least thirty (30) days before publication, and Foundation shall have the right to review and comment upon the publication to protect Foundation's confidential information. Upon Foundation's request, publication will be delayed up to sixty (60) additional days to enable Foundation to secure adequate intellectual property protection of Foundation's property that would be affected by said publication. Grantee further agrees to include disclaimer language suggested below when any Presentation advocates a point of view.

"The opinions in this report are those of the author(s) and do not necessarily reflect the views of Knapp Community Care Foundation."

B. Grantee agrees not to make any oral or written communication to any person which disparages, or has the effect of damaging the reputation of, or otherwise working in any way to the detriment of the Foundation.

C. The Grantee shall provide the Foundation, in a timely manner, copies of all final public communications, regarding the grant, including copies of media coverage.

I Agree To The Above

Article VII - Right of Data/Material*

Ideas, know-how, data, copyrighted materials, and other intellectual property generated under this project study shall be the sole and exclusive property of the employer of the inventing party. Inventorship shall be determined in accordance with U.S. Patent laws. In the event Grantee develops intellectual property as a result of the work conducted hereunder and during the term of the agreement, Grantee will grant the Foundation an irrevocable, royalty-free, paid up license to use and reproduce materials developed by Grantee for the Foundation's charitable purposes.

I Agree To The Above

Article VIII - Monitor/Site Visits*

The Foundation will monitor and conduct fiscal and programmatic review evaluations under the Grant, which will include a visit or visits from Foundation personnel to observe Grantee's program, discuss the program with Grantee's personnel and review financial and other records and materials connected with the activities financed by the Grant.

I Agree To The Above

Article IX - Recordkeeping*

A complete and accurate record of the Grant Funds received and expenses incurred under the Grant must be maintained by the Grantee for at least seven (7) years after all Grant Funds are fully expended. The Foundation may, at its expense and on reasonable notice to the Grantee, audit or have audited, the Grantee's records as they relate to the Grant Funds or the Activities funded by the Grant.

I Agree To The Above

Article X - Acknowledgements*

A. Grantee hereby acknowledges that it did not provide any goods or services to the Foundation, its officers, directors, or agents in exchange for consideration of the Grant.

B. Grantee hereby acknowledges that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. Grantee further acknowledges that funding for this request does not guarantee future funding beyond the Grant Term.

C. This agreement is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein.

I Agree To The Above

Article XI - Acceptance of Terms & Conditions*

A. The grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein and in the Letter of Award. By selecting the "I Accept Grant Terms and Conditions" below Grantee states they are authorized to make legal contracts for Grantee and represents that the Grantee has read, accepts, and agrees to comply with the terms of this agreement, and agrees to notify all related persons and agencies under the direction of the Grantee to comply with all said terms.

B. All legal proceedings or matters pertaining to the Grant shall be governed by the laws of the State of Texas. Further, any disputes arising hereunder shall be heard in the state or federal courts with subject matter jurisdiction sitting in Hidalgo County, Texas.

I Accept Grant Terms and Conditions

Authorized Signature*

The electronic signature on this document of the person authorized to make legal contracts for Grantee will represent Grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant. Please signify your agreement to the foregoing terms and conditions by typing in your Name, Title, and Date in the spaces below. You must be an authorized officer of the Grantee duly empowered to make legal contracts for Grantee.

GRANTEE*

Mike R. Perez

Title*

City Manager

Date*

02/09/2018

Press Sheet

Please Click Here to download Exhibit D - Press Sheet.

File Attachment Summary

Applicant File Uploads

No files were uploaded

Exhibit A
Key Project Expectations/Budget & Payment Schedule
IF MULTI YEAR FUNDING, USE THIS FORM PER YEAR
Disbursements subject to all terms and conditions of related Grant Agreement.

Agreement # <u>017-02-003</u> Entity: <u>City of Weslaco</u> Project Name: <u>Weslaco Northside Park Complex</u> <u>Year 1</u>		
Key Project Expectations		
Quarter 1: - City Commission approval on grant and park design - Procure and bid infrastructure improvements (water and irrigation) - Begin site demolition		
Quarter 2: - Begin site grading and drainage swells - Begin walking trail and parking areas - Procure construction of restrooms		
Quarter 3: - Begin construction for restrooms, fields and courts - Complete drainage, site grading, and drainage - Procure and bid site furniture and amenities		
Quarter 4: - Complete construction of trail, parking areas, fields, courts and restrooms - Complete installation of furniture and fixtures - Begin marketing park and community partnerships		
Disbursement Number	Date of Disbursement*	Total Disbursement
Initial Disbursement	To be determined	\$62,500.00
Second Disbursement	To be determined	\$62,500.00
TOTAL YEAR ONE		\$125,000.00

*Listed disbursement dates are "on or about" to take into account weekends and holidays.

Agreement # 017-02-003
Entity: City of Weslaco
Project Name: Weslaco Northside Park Complex
Year 2

Key Project Expectations

Quarter 1, 2:

- Complete any residual construction of trail, parking areas, fields, courts and restrooms
- Complete any residual installation of furniture and fixtures
- Continue marketing park and building community partnerships
- Parks & Rec Dept. will develop a park programming strategy to distribute park information
- Staff will monitor variances in park usage, reservations and league play to determine how the city will accommodate future expansion of the park system

Quarter 2, 3 4:

- Staff will work with local school districts and non-profit organizations (such as B & G, Little League, PONY and youth soccer) to determine if attendance or participation numbers have increased, reduction of medical excuses has decreased, visible changes in the overall health of their membership

Disbursement Number	Date of Disbursement*	Total Disbursement
Initial Disbursement	To be determined	\$62,500.00
Second Disbursement	To be determined	\$62,500.00
TOTAL YEAR TWO		\$125,000.00

PROPOSED BUDGET TO KNAPP COMMUNITY CARE FOUNDATION

Name of Organization: City of Weslaco

Project Timeline: February 2018 to January 2020

* Not all the entries below may apply to your organization. Leave those items blank that do not apply.

* For multi-year grant proposals, please add columns for each year.

Project Expenses	KCCF Foundation Request	Other Non - KCCF Funds, if any	Total
Salaries, Wages and Fringe Benefits (Direct):			
List job titles and nature of support. List Fringe Benefits			-
separate from salaries/wages			-
			-
Other salaries and wages (Cost Allocation):			
Name each principal who would receive funding and			-
nature of support (10% of time; summer salary, etc.)			-
Equipment			
Less than \$5,000 per item			-
Fitness Equipment (purchase/install)	50,000	-	50,000
Tennis Courts with Lighting and Fencing	40,000	-	40,000
Basketball Courts with Lighting	35,000	-	35,000
Youth Soccer Fields with Irrigation	35,000	-	35,000
Restroom with Water Fountains	90,000	-	90,000
Labor, Materials for Trail, Parking & Roads	-	250,000	250,000
Staff Training			
Identify professional staff training (to include training topic			-
and certification, if any)			-
			-
Professional/Consultant/Contract Services:			
Identify, and provide separate breakdown of			-
budget detail			-
			-
Program Related Costs:			
Specify by line item			-
			-
			-
Other Direct Costs:			
Travel			-
Mileage			-
Supplies and materials			-
Printing, publications, copying			-
Postage, shipping			-
Computer support			-
Telecommunications			-
Computer software			-
Other (specify):			-
			-
			-
Total Direct Expenses	\$ 250,000	\$ 250,000	\$ 500,000
Overhead/indirect (15%)	\$ -	\$ -	-

PROPOSED BUDGET TO KNAPP COMMUNITY CARE FOUNDATION

Name of Organization: City of Weslaco

Project Timeline: February 2018 to July 2019

Total Expenses

\$ 250,000

\$ 250,000

\$ 500,000

Page 2

- * This page should only be filled out ONLY if there are revenues associated with the proposed project
- * For multi-year grant proposals, please add columns for each year.

Project Revenues

Sources of Income (specify)

Year 1

Year 2

Total[illegible][illegible][illegible][illegible]**Total Revenues**

\$ -

\$ -

\$ -

Weslaco Northside Park Complex

2017 KCCF Online Grant Application

City of Weslaco

Ms. Norma Cantu
255 S. Kansas
Weslaco, Texas 78596

mrperez@weslacotx.gov
O: 956-973-3110
F: 956-968-6672

Ms. Norma Cantu

255 S. Kansas
Weslaco, Texas 78596

nacantu@weslacotx.gov
O: 956-968-3181

Application Form

GRANT INFORMATION

Does the project address Diabetes and/or Obesity?*

Yes

Project Name*

Name of Project

Weslaco Northside Park Complex

Project Description*

Provide a detailed description of the project and how services or activities will be delivered to Mid-Valley residents. If the project will address residents beyond the Mid-Valley, please include the % of Mid-Valley residents that will benefit from this project.

The City of Weslaco is proposing to utilize forty (40) plus acres of open green space, located on Mile 11, into a community park. The proposed community park will be adjacent to a proposed fire station that is currently under design. The proposed park will be built in two phases and has an anticipated project cost of \$6.4 million dollars. The City is currently working on a Texas Parks and Wildlife grant in partnership with Hidalgo County Precinct 1 for Phase I of the proposed park project. Phase I will include a twelve foot (12') wide walking trail, parking areas, a splash pad, picnic pavilions, tennis courts, basketball court, sand volleyball court, and youth soccer fields.

The City of Weslaco continues to foster improvements to our recreational facilities throughout the city. Our efforts will provide more activities that will result in a healthier community and attract neighboring families to Weslaco. The largest impact the proposed project will have on Mid-Valley residents is in that there are no recreational facilities north of Interstate 2 (north Weslaco) for residents or neighboring communities to use. The proposed project will reach approximate one half of Weslaco's population, plus countless more within the surrounding communities and colonias.

The proposed project will allow users to actively use the park and its features for exercise, play, league play, nature walking and for family gatherings. The mile long walking trail and equipment area will allow people of all generations and physical abilities to enjoy the outdoors. Studies have shown neighborhood parks and recreational areas help individuals improve their overall health, including obesity and diabetes as well as mental well-being.

A study in Nebraska, found that for every \$1 spent on trails, there was almost \$3 in savings in direct medical costs. The University of California - Berkley found Key Research Findings that parkland and recreational programs significantly reduce the risk of overweight and obesity as measured by BMI attained at age 18. Recreational programming affected the children's BMI much more than parkland and more than half of children in the study had no recreational programs within 550 yards of their home. Researchers estimated that if all children in the study had matching recreational programs near their homes, up to 9.5 percent would move from overweight to normal and approximately 2 percent would move from obese to overweight – a noteworthy result for children's health.

The proposed park project will be a focal point in north Weslaco and will provide fun and enjoyment year round for north-side resident and the surrounding communities.

Total Grant Amount Requested*

\$500,000.00

Area(s) of Interest

Select all that apply.

Prevention
Wellness

Population receiving services

Select all that apply.

Infants
Children/Youth
Women
Men
Elderly

Type of Support Requested*

Project/program support

Service Area*

Please select all that apply.

Delta area
Delta area includes: San Carlos, La Blanca, Monte Alto, Edcouch, Elsa and La Villa
Donna area
Mercedes area
Progreso area
Weslaco area

Project Start Date*

01/01/2018

Project End Date*

12/31/2018

Organization Fiscal Year End*

09/30/2018

How many people will be served by this project?*

38500

How many families will be served by this project?*

9000

Total annual organization budget*

\$46,813,012.00

Total annual departmental budget, if applicable.

\$672,740.00

Total project budget*

Please include all funding sources, if applicable.

\$2,672,600.00

ORGANIZATION INFORMATION

Provide a summary of the organization's purpose and history.*

Include how long the organization has been in existence, and if applicable, the reason it was created, for example:
to address diabetes in the Rio Grande Valley.

In 1919 investors W.E. Stewart, Ed Couch, and R.L. Reeves decided to create another town between Donna and Mercedes. Despite opposition to the creation of a town in this location, the 3 investors moved forward with their plans and formally have plans drawn for what will become known as the city of Weslaco. The name Weslaco is chosen from W.E.S(tewart) LA(nd) CO(mpany). By December lots are being sold and the city begins development.

What is the organization's Mission Statement?*

In addition to the Mission Statement, does the organization have stated goals? If so, please list those goals.

City of Weslaco: An International Center of Growth: Friendly People with Vision, Courage and Integrity.

Parks and Recreation: In partnership with our citizens, the Parks and Recreation Department is dedicated to enrich the quality of life for present and future generations of Weslaco residents.

Number of board members, full-time paid staff, part-time paid staff and volunteers.*

How many board members make up the organization's board of directors? How many full-time and part-time staff are employed by this organization?

The City of Weslaco has a Mayor and six City Commissioners. The total number of City employees is approximately 320, with 17 employees within the Park and Recreation Department. The Parks and Recreation Department has 17 full-time employees and 7 part-time employees.

Current programs and services/activities*

Provide a brief description of the organization's current programs/activities. Include integral and successful accomplishments of recent programs that relate to the proposed project. If you currently collaborate with other organizations that have similar missions, please include your role, as well as the name of the partner organization.

The City of Weslaco, under the guidance of the 2016 Parks Master Plan, currently is restoring various parks throughout the city. The Parks and Recreation Department is currently replacing playground equipment, building new parks, rehabbing existing parks and constructing walking/jogging trails throughout the city. We partner with the Boys & Girls Club, Weslaco Youth Football League, and PONY and Little Leagues for the maintenance of our playing fields.

OUTCOMES, IMPACT, EVALUATION AND SUSTAINABILITY

Key Expectations, Critical Milestones, Outcomes/Goals*

Please provide a **minimum of 3 specific outcomes and/or goals** you expect to accomplish through the proposed project. Be sure to include how those outcomes or goals will be reached and outline them by quarter. If this is a multi-year request, include all years. If funded, this information will be used to monitor the progress of the grant.

Some of the key expectations and outcomes is providing accessible park facilities, recreational programming and providing equipment and facilities to an area with no current park system available. The completion of proposed project alone will be one of the key milestones as well as observing usage of the park, park facilities and park equipment. Observing the increase in activity and patterns in individual usage, are just some of the ways to measure the success of the project. The Parks and Recreation Department will also create a park programming strategy where information will be distributed with park information and amenities. Staff will monitor variances in park usage, reservations and league play to determine how the city accommodates future expansion of the park system.

The Parks and Recreation Department will also work with local schools and non-profit organizations like the Boys & Girl Club, Little League, PONY and youth soccer to determine if attendance and/or participation numbers has increased, the reduction of medical excuses has decreased, visible changes in the overall health of their membership, and to teach and promote an active lifestyle.

What is the expected impact of the proposed services/activities?*

How will the services/activities benefit the targeted population in the Mid-Valley? Be clear and detailed about the impact the project is expected to make and the timeframe in which it will take place. For example, what will people do differently as a result of this program, what will families/individuals learn or gain from the program, and what changes will they see.

Some of the immediate impacts of the proposed project, once completed, are the Public Health Benefits, Economic Benefits, Environmental Benefits, and the Social Benefits.

The Public Health benefits are that physical activity makes people healthier, decreases physical inactivity and obesity, access to parks increases frequency of exercise and exposure to nature and greenery makes people healthier. The Economic Benefits of Parks are increased property values, the increased effects on commercial property values, economic revitalization to a blighted area, attracting surrounding communities and the tourism benefits from visitors and traveling leagues. The Environmental Benefits of Parks are pollution abatement and cooling with planned landscaping, trees and pond development - being able to control storm water runoff. The Social Benefits of Parks include reducing crime, creating focal centers with high concentrations of individuals by offering year round recreation opportunities, facilities and amenities for family gatherings.

The impact can be seen immediately once the project is completed and open for use. The benefits are on-going and can expand as the park and recreational programs expand.

Plan to evaluate the project.*

Please include measurable, time-specific goals, a description of information to be collected to measure progress and how that information will be collected.

The city will focus on four measurable goals: 1) work with local schools to determine if access to parks and recreational programs are producing visible results in children/young adults; 2) meet the requests of the community for quality maintained parks, accessible trails inviting recreational facilities and amenities, 3) maintain best practices industry standards of grounds, recreation facilities and amenities, green-ways and park use; 4) identify and develop core recreation programs that serve various segments of the community.

These goals will be measured by monthly progress reports that determine park use, park requests and reservations, semi-annual park assessments and evaluations for park needs, monthly preventative maintenance programs as well as monthly meetings with local schools to integrate recreational programs with school activities and to assist with information on park usage and childhood health programs.

Describe the sustainability plan to continue the project past the KCCF funding period?*

Please provide a detailed and practical plan on how you propose to continue the project after the grant period. Include any collaboration/partnerships, funding application efforts, grant awards from other funders, or any other information that would support sustainability of this project.

The City of Weslaco will incorporate future preventative and annual maintenance costs within the Park and Recreation Departmental budget. As the need arising for expansion of programs and/or equipment, the City will partner with Hidalgo County Precinct 1 and the Texas Parks and Wildlife Department as well as recreational leagues.

Leverage, Cost-Sharing or Matching Funds

Leverage, Cost-sharing or Matching funds are not required to apply for funding, but are strongly encouraged. Examples of partners are: State or Local governments, Community Based Organizations (CBOs), faith-based organizations, education and training institutions may be used to leverage resources in support of the project. **If you are including cost-sharing or matching funds in this project, please list those partners and the amount of funding they will contribute to the project.**

The City of Weslaco has committed \$600,000.00 over the next two years, for in-house labor for the construction of roads, parking areas, grading/drainage, irrigation as well as material and supplies for trails. The City is partnering with Hidalgo County Precinct 1 for the labor for the trail construction and the County has committed grant funding for the purchase and installation of play-scape equipment.

The City is also pursuing grant funding from the Valley Baptist Legacy Foundation and the Texas Parks and Wildlife Department.

Does your project utilize evidence or research-based practices?

No

If yes, please list the specific research or evidence based model

ATTACHMENTS

Please upload your current 990 form*

IRS Form.pdf

Financial statement*

Most recent financial statement from most recently completed year, audited if available, showing actual expenses. This information should include a balance sheet, a statement of activities (or statement of income and expenses) and functional expenses.

FY17-18 Financial Documents.pdf

Project Budget*

A completed project budget, including income and expenses. Please Click Here to download the Project Budget Template.

Project Budget (Year 1)

Knapp Proposed Budget.xls

Additional funders

List names of corporations and foundations from which you are requesting funds, with dollar amounts, indicating which sources are committed or pending.

List of Potential Funders.docx

List of board members and their affiliations*

Board Members.pdf

Brief description of key staff, including qualifications relevant to the specific request

Key Personnel.pdf

SIGNATURE

Electronic Signature*

By entering your signature information above and clicking "I Agree" below, you certify that the statements contained in this application are true and correct to the best of your knowledge and belief.

I Agree

Signature*

Enter your full name, job title.

David Suarez, Mayor

Date of application submission*

09/29/2017

File Attachment Summary

Applicant File Uploads

- IRS Form.pdf
- FY17-18 Financial Documents.pdf
- Knapp Proposed Budget.xls
- List of Potential Funders.docx
- Board Members.pdf
- Key Personnel.pdf



P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248167147
Oct. 15, 2015 LTR 4076C 0
74-6002544 000000 00

00014418

BODC: TE

CITY OF WESLACO
255 S KANSAS AVE
WESLACO TX 78596



026717



Federal Identification Number: 74-6002544
Person to Contact: Ms Wittwer
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

GOVERNMENTAL UNITS

Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)

An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

TAX-EXEMPT CHARITABLE ORGANIZATIONS

An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.

0248167147
Oct. 15, 2015 LTR 4076C 0
74-6002544 000000 00
00014419

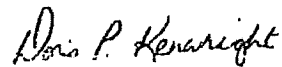
CITY OF WESLACO
255 S KANSAS AVE
WESLACO TX 78596

Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(3) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes want assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grantors and contributors may rely on the status of governmental units based on State or local law. Form 1023 and Publication 4220, Applying for 501(c)(3) Tax-Exempt Status, are available online at www.irs.gov/eo.

We hope this general information will be of assistance to you. This letter, however, does not determine that you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007-1 I.R.B. 1 (updated annually).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Doris Kenwright, Operation Mgr.
Accounts Management Operations 1

COMPREHENSIVE ANNUAL FINANCIAL REPORT

CITY OF WESLACO, TEXAS

For the Fiscal Year Ended September 30, 2016

Issued by:

Mike Perez, City Manager

Maria C. Barrera, CPA, Finance Director



**CITY OF WESLACO, TEXAS
GOVERNMENTAL FUNDS
BALANCE SHEET
SEPTEMBER 30, 2016**

	General Fund	Debt Service Fund	2013 Certificate of Obligation Construction Fund	Other Governmental Funds	Total Governmental Funds
Assets					
Cash and cash equivalents	\$ 7,467,193	\$ 462,585	\$ 2,310,614	\$ 2,479,801	\$ 12,720,193
Cash and cash equivalents- restricted	347,095	-	-	-	347,095
Receivables (net of allowance for uncollectibles):					
Ad valorem taxes	902,474	317,427	-	-	1,219,901
Sales taxes	862,805	-	-	-	862,805
Ambulance fees	758,685	-	-	-	758,685
Other	460,927	439	690,063	79,313	1,230,742
Due from other funds	292,406	10,478	-	-	302,884
Prepaid items	31,358	-	-	34,311	65,669
Inventories	6,034	-	-	-	6,034
Total Assets	\$ 11,128,977	\$ 790,929	\$ 3,000,677	\$ 2,593,425	\$ 17,514,008
Liabilities					
Accounts payable	\$ 1,013,290	\$ -	\$ 2,856	\$ 187,936	\$ 1,204,082
Accrued salaries and payroll taxes	262,708	-	-	-	262,708
Other liabilities	687,037	-	-	-	687,037
Due to other funds	10,478	-	-	-	10,478
Payable from restricted assets	242,209	-	-	-	242,209
Unearned revenue	127,445	-	-	-	127,445
Total Liabilities	2,343,167	-	2,856	187,936	2,533,959
Deferred Inflows of Resources					
Unavailable revenue- ad valorem taxes	704,239	250,815	-	-	955,054
Total Deferred Inflows of Resources	704,239	250,815	-	-	955,054
Fund Balances					
Nonspendable	37,392	-	-	34,311	71,703
Restricted	104,886	540,114	2,997,821	420,798	4,063,619
Assigned	-	-	-	1,950,380	1,950,380
Unassigned	7,939,293	-	-	-	7,939,293
Total Fund Balances	8,081,571	540,114	2,997,821	2,405,489	14,024,995
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 11,128,977	\$ 790,929	\$ 3,000,677	\$ 2,593,425	\$ 17,514,008

The notes to the financial statements are an integral part of this statement

CITY OF WESLACO, TEXAS
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016

	Governmental Activities
Net change in fund balances-total governmental fund:	\$ (1,762,731)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlay as expenditures. However, in the government-wide statement of activities, the cost of those assets is allocated over their estimated useful life and reported as depreciation expense. This is the amount by which depreciation (\$2,387,852) exceeded capital outlay \$4,530,211 in the current period	2,142,359
The change in compensated absences of \$390,129 payable during the year is reported as an increase to expenditures in the statement of activities but not in the governmental funds	(390,129)
Capital lease proceeds are recorded as other financing sources in the governmental funds while they are recorded as long term debt in the statement of net position	(715,281)
The change in accrued interest on long-term debt provides decreases long-term liabilities in the statement of net position.	22,587
Bond premiums, discounts and insurance are recognized in the funds in the year the bonds are sold but they are recorded as an asset or liability and amortized over the life of the bonds in the statement of activities. This amount is net effect of these differences in the treatment of long-term debt and related items.	19,459
Some property tax will not be collected for several months after the city's fiscal year end, they are not considered "available" revenues in the governmental funds	(9,227)
Repayment of bond, capital lease principal, and liabilities under chapter 380 agreements are reported as expenditures in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position	2,389,619
Internal Service funds are used by management to charge the costs of certain activities. The net revenue (loss) of the internal service funds is reported with governmental activities	(340,921)
Governmental funds report the issuance of debt refundings as an other financing source and use but in governmental activities the issuance of debt is recorded as a long-term liability. The effect of removing the bond proceeds of \$(3,735,000), the bond premium of \$(701,808), removing the refunded debt of \$4,190,000, and recording the deferred outflow on bond refunding of \$280,268 from the statement of activities is to increase the overall change in net position	33,460
GASB Statement No 68 required that certain expenditures be de-expended and recorded as a deferred resource outflows. These contributions made after the measurement date of 12/31/11 caused the change in ending net position to increase in the amount of \$14,162. Contributions made before the measurement date but after the previous measurement date were reversed from deferred resource outflows and recorded as a current year expense. This caused a decrease in the change in net position totaling (\$350,886). The City's reported TMRS net pension expense had to be recorded. The net pension expense increased/(decreased) the change in net position by \$(1,042,309). The result of these changes is to increase/(decrease) the change in net position by (\$979,033).	(979,033)
The City's reported Firemen's net pension expense had to be recorded. The net pension expense decreased the change in net position by (\$374,949).	(374,949)
Change in net position of governmental activities:	<u>\$ 35,213</u>

The notes to the financial statements are an integral part of this statement

CITY OF WESLACO, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES-BUDGET AND ACTUAL
GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016

	Budget			Variance
	Original	Final	Actual	Positive (Negative)
Revenues				
Taxes:				
Property taxes	\$ 8,764,320	\$ 8,764,320	\$ 9,214,051	\$ 449,731
Nonproperty taxes	10,390,878	10,390,878	10,575,608	184,730
Fees and charges	1,664,100	1,664,100	1,644,414	(19,686)
Fines and forfeitures	521,900	521,900	698,250	176,350
Licenses and permits	455,545	455,545	493,175	37,630
Intergovernmental	371,224	371,224	484,336	113,112
Investment income	14,508	14,508	37,225	22,717
Miscellaneous	249,700	256,986	874,273	617,287
Total Revenues	22,432,175	22,439,461	24,021,332	1,581,871
Expenditures				
Current:				
General government	5,422,324	5,414,323	6,133,070	(718,747)
Public safety	11,212,312	11,309,507	12,164,792	(855,285)
Public works	2,304,512	2,304,512	2,069,936	234,576
Culture and recreation	1,315,784	1,350,484	1,337,716	12,768
Economic development	750,000	750,000	589,640	160,360
Capital outlay	717,100	955,556	1,695,934	(740,378)
Debt service:				
Principal	700,000	700,000	505,761	194,239
Interest and fees	-	-	8,739	(8,739)
Total Expenditures	22,422,032	22,784,382	24,505,588	(1,721,206)
Deficiency of revenues over expenditures	10,143	(344,921)	(484,256)	(139,335)
Other financing sources (uses):				
Transfers in	2,941,310	3,012,310	798,276	(2,214,034)
Transfers out	(2,429,000)	(2,480,172)	(1,257,435)	1,222,737
Total other financing sources (uses)	512,310	532,138	(459,159)	(991,297)
Net change in fund balances	\$ 522,453	\$ 187,217	(943,415)	\$ (1,130,632)
Fund balances at beginning of year, as adjusted			9,024,986	
Fund balances at end of year			\$ 8,081,571	

PROPOSED BUDGET TO KNAPP COMMUNITY CARE FOUNDATION

Name of Organization: City of Weslaco

Project Timeline: January 2018 to December 2018

* Not all the entries below may apply to your organization. Leave those items blank that do not apply.

* For multi-year grant proposals, please add columns for each year.

Project Expenses	KCCF Foundation Request	Other Non - KCCF Funds, if any	Total
Salaries, Wages and Fringe Benefits (Direct):			
List job titles and nature of support. List Fringe Benefits			-
separate from salaries/wages			-
			-
Other salaries and wages (Cost Allocation):			
Name each principal who would receive funding and			-
nature of support (10% of time; summer salary, etc.)			-
Equipment			
Less than \$5,000 per item			-
Fitness Equipment (purchase/install)	53,000	-	53,000
Shade Canopy for Fitness Equipment	60,000	-	60,000
Tennis Courts with Lighting and Fencing	94,000	-	94,000
Basketball Courts with Lighting	79,000	-	79,000
Sand Volleybal Courts with Lighting	15,000	-	15,000
Youth Soccer Fields with Irrigation	68,000	-	68,000
Nature Trail	26,000	-	26,000
Restroom with Water Fountains	105,000	-	105,000
Labor, Materials for Trail, Parking & Roads	-	500,000	500,000
Staff Training			
Identify professional staff training (to include training topic			-
and certification, if any)			-
			-
Professional/Consultant/Contract Services:			
Identify, and provide separate breakdown of			-
budget detail			-
			-
Program Related Costs:			
Specify by line item			-
			-
			-
Other Direct Costs:			
Travel			-
Mileage			-
Supplies and materials			-
Printing, publications, copying			-
Postage, shipping			-
Computer support			-
Telecommunications			-
Computer software			-

PROPOSED BUDGET TO KNAPP COMMUNITY CARE FOUNDATION

Name of Organization: City of Weslaco

Project Timeline: January 2018 to December 2018

Other (specify):			-
			-
			-
Total Direct Expenses	\$ 500,000	\$ 500,000	\$ 1,000,000
Overhead/indirect (15%)	\$ -	\$ -	-
Total Expenses	\$ 500,000	\$ 500,000	\$ 1,000,000

Page 2

* This page should only be filled out ONLY if there are revenues associated with the proposed project

* For multi-year grant proposals, please add columns for each year.

Project Revenues

Sources of Income (specify)	Year 1	Year 2	Total
			-
			-
			-
			-
			-
			-
			-
			-
			-
Total Revenues	\$ -	\$ -	\$ -

List of Potential Funders

Weslaco Northside Park Project

City of Weslaco - \$600,000.00 over two years plus in-house labor for roads and parking areas as well as material and supplies for trails. - Committed

Texas Parks and Wildlife - \$500,000.00 – Pending

Hidalgo County Precinct 1 – Labor for the construction of trails and grant funding (FY18-19) for play- scape equipment – Committed

The Valley Baptist Legacy Foundation - \$500,000 - Pending

City Commission

Mayor David Suarez, At-Large

Commissioner Leo Munoz, District 1

Commissioner Gregg Kerr, District 2

Commissioner Olga Noriega, District 3

Mayor Pro-Tem Gerardo 'Jerry' Tafolla, District 4

Commissioner Letty Lopez, District 5

Commissioner Josh Pedraza, District 6

Parks Boards Members

Joe Vidales

Lupe Garcia

Ismael Quiroz

Johnny Cavazos

Enrique "Rick" Rodriguez

Oscar Caballero

Nina Torkelson

Key Personnel

Mike R. Perez, City Manager

Mr. Perez is the City Manager and has over forty years of experience overseeing daily operations and capital project oversight. Mr. Perez will assemble and oversee the project team.

Mardoqueo Hinojosa P.E., City Engineer

Mr. Hinojosa serves as the City Engineer. Mr. Hinojosa will design and provide civil engineering documents for the construction of the walking/jogging trails as well as area drainage plans. Mr. Hinojosa will also assist in construction oversight throughout the project.

David Arce, Parks and Recreation Director

Mr. Arce serves as the City's Parks and Recreation Director and will assist with the procurement and oversee the installation of the disc golf equipment, the shade canopies, the picnic tables and skate board improvements.

Andrew Munoz, Airport Director and Project Manager

Mr. Munoz will serve as the Project Manager for the proposed project. Mr. Munoz has experience in demolition and construction projects for various projects. Mr. Munoz will provide daily project oversight as well as provide project updates, as needed as well as assist with field project modifications.

Pete Garcia, Public Works Director

Mr. Garcia serves as the City's Public Works Director and will oversee the construction of the walking/jogging trails as well as assist Parks with the installation of the disc golf equipment, the shade canopies, the picnic tables, and the skateboard improvements.



January 12, 2018

Mr. Mike Perez, City Manager
City of Weslaco
255 S. Kansas
Weslaco, TX 78596

RE: LETTER OF AWARD

Dear Mr. ~~Perez~~, *Mike*

On behalf of the Knapp Community Care Foundation Board of Directors, I am pleased to inform you that your application for **Weslaco Northside Park Complex Project** has been approved for funding in the amount of **\$250,000.00** for a period of two years.

Here is what to expect as we move forward with the grant award process:

- You will receive a draft agreement via email for your review. Do not sign the agreement; we ask that you review the agreement and prepare any questions you may have.
- We will have "New Orientation" sessions next week. Staff will contact you to schedule the session that best meets your availability. At the session we will review the agreement together, discuss any questions you may have, and you may sign then if you are prepared to do so. We encourage you to bring up to two individuals, if needed, as we will have questions on the program and financial aspects of the grant. Please be prepared, as this meeting could take up to 2 hours.
- KCCF will be holding a Grants Awards Ceremony, the date and time will be sent to you once it has been confirmed.

We look forward to the beginning of a great partnership. If you have any questions, please call Ms. Mel Escamilla, Director of Grants and Programs at 956-854-4534.

Best regards,

Ms. Yvonne "Bonnie" Gonzalez
Chief Executive Officer

Caring Today for a Healthier Tomorrow



Historical Information

The Knapp Community Care Foundation (KCCF) was created in late 2012 with a mission to improve the health of Mid-Valley families in the Rio Grande Valley – Deep South Texas.

Program Areas

KCCF strategically invests in organizations that:

- Increase and improve quality healthcare access and nutritional education for our most health-stricken, uninsured or medically underserved populations in our service delivery area.
- Identify programs that offer innovation leading to improved wellness and fitness, and that support preventative healthcare and health education access.
- Support successful healthcare, educational, wellness programs already serving our most vulnerable population.

Who KCCF partners with

In order to receive funding from KCCF, an organization must:

- Be a qualified public entity or an IRS recognized 501 (c) (3) in good standing with the IRS, and must provide programs and/or services directed at improving wellness, fitness, nutrition services, preventative health and health education access within the service delivery area
- Offer unique, innovative, or enhancement of programs and/or services that demonstrate a positive effect on the individuals in our community that need it most

For further information

For additional information, or questions you may contact Ms. Mel Escamilla, Director of Grants and Program at mel@knappccf.com or by calling 956-854-4534.

Exhibit E

Reporting Requirements & Schedule of Reports

Reporting Requirements: Grantee must submit the following required reports, as directed by the Foundation.

Report Name/Type	Due Date*
Bi-Annual Report	• July 15, 2018 (To include data/information ending 06/30/18) • Jan. 15, 2019 (To include data/information ending 12/30/18)
Final Report	Due within 30 days after end date of agreement
Other Reports	As requested by the Foundation

Failure to submit required reports may result in subsequent disbursements being withheld, and may jeopardize future funding opportunities for Grantee. Subsequent disbursements are released only upon receipt and acceptance of required reports, as indicated by electronic receipt of an email from the Knapp Community Care Foundation Director of Grants and Programs. *Reporting templates are accessible via online grant system, however Exhibit E-1 Standard Report should be utilized when online grant system is not working.* More frequent informal reports are welcome as appropriate or needed regarding important items of note relative to outcomes, milestones, or performance targets.

*Listed due dates are "on or about" to take into account weekends and holidays.

Exhibit E-1

Standard [Insert Interim/Final] Report

Grantee Name:

Grant Title:

Grant Amount:

Grant Approval Date:

Narrative (Provide a narrative of your project)

Projected numbers served:

Provide a status of the proposed number of people served versus actual people served to date; be sure to include an explanation of the variance.

Summary of Project Status:

Provide a status of the progress of the project (specifically outcomes met/outcomes pending, changes or challenges encountered, etc.)

Impact to Community Report:

Based on the grant application, an Impact to the Mid-Valley story will be submitted; provide that story here.

Budget

Provide an updated budget that reflects expenditures to date



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1586
From: Mardoqueo Hinojosa		
Subject: To solicit input on behalf of Abel Sanchez for a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit, pool tables and coin operated machines at 4024 E. Expressway 83 also being Lot 3, Royal Subdivision, Weslaco, Hidalgo County, Texas. (Staffed by Planning and Code Enforcement Department)		
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit, pool tables and coin operated machines. Seven (7) property owners within 200 feet of the applicant's property were notified by letter on February 23, 2018. Applicant informed Planning and Zoning Commission of the removal of coin operated machines.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Public Hearing		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on February 19, 2018.		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval of the Wine and Beer Retailers On-Premise Permit and pool table and denial of the coin operated machines on March 7, 2018.		
Minda Hernandez Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approved solicitation of public comments.		
Staff Recommendation: Planning & Zoning recommended approval of the Wine and Beer Retailers On-Premise Permit and pool table and denial of the coin operated machines on March 7, 2018.		
Attachments, if any: CUP 4024 E. Expressway 83, 4024 E. EXPWY 83 - attachments		

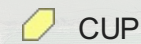
Responsibilities upon Approval:

Planning staff will advise applicant.

Conditional Use Permit

Wine and Beer, Pool Tables and Coin Machines

Legend

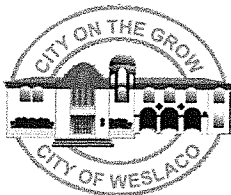


Google Earth

© 2018 Google

900 ft





APPLICATION FOR CONDITIONAL USE PERMIT

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

RECEIVED
FILE NO. CUP 18-00003
Planning & Code Enforcement Dept.

PROPOSED PROJECT

Legal Description of Property for which Conditional Use Permit is requested:

Lot 3 Block 1/4

Subdivision Name Royal

Street Address 4024 E. Expwy 83

Existing Zoning commercial Existing Land Use its a business

Purpose for the Conditional Use Permit Request Wine & beer retailer's permit .

Billiard's, pool tables & coin operated machines, retail dealer's on-premise license

What, if anything, is planned to minimize the impact on the surrounding land uses: 1/4

- ☐ \$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 "CUP Application Instructions"

APPLICANT

Name Abel Sanchez Phone 956-793-9429

Address 1617 El Camino Dr. Fax: 956-375-2807

City Weslaco State TX Zip Code 78599 E-Mail: absan87@gmail.com

OWNER

Name Leticia Chavez Phone 956-667-2051

Address 3201 E Exp 83 Fax: _____

City Weslaco State Tx Zip Code 78599 E-Mail: _____

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc., which would prevent the utilization of the property in the manner indicated?

Yes ☒ No ☐

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

Signature *Arturo Ocampo* Date 1-26-18
Owner

Signature *[Signature]* Date 1/26/18
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 in Newspaper Date _____

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

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

**City of Weslaco TX**

255 S KANSAS AVE

WESLACO, TX 78596

Telephone: 956-973-3123

Receipt No.: **8587**Receipt Date: **02/08/2018**

RECEIPT

RECORD & PAYER INFORMATION

Record ID: CUP18-00003
Record Type: Conditional Use
Property Address: 4024 E EXPRESSWAY 83, WESLACO, TX 78596
Description of Work: WINE & BEER RETAILERS ON-PREMISE PERMIT
Payer:
Applicant: ABEL SANCHEZ
1617 EL CAMINO DRIVE
WESLACO, TX 78596

PAYMENT DETAIL

Date	Payment Method	Reference	Cashier	Comments	Amount
02/08/2018	Credit Card		MINDA.HERNAN DEZ		\$305.00

FEE DETAIL

Fee Description	Invoice #	Quantity	Fee Amount	Current Paid
Processing Fee - 235.10	6286	1.00	\$5.00	\$5.00
Application Fee - 202.00	6286	1.00	\$300.00	\$300.00
			\$305.00	\$305.00



ON-PREMISE PREQUALIFICATION PACKET

RECEIVED

FEB 14 2018

L-ON
(12/2017)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit.

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: ☒ Original ☐ Add Late Hours Only License/Permit Number

☐ Reinstatement License/Permit Number N/A

☐ Change of Licensed Location License/Permit Number N/A

2. Type of On-Premise License/Permit

- | | |
|--|--|
| ☒ BG Wine and Beer Retailer's Permit | ☐ LB Mixed Beverage Late Hours Permit |
| ☐ BE Beer Retail Dealer's On-Premise License | ☐ MI Minibar Permit |
| ☒ BL Retail Dealer's On-Premise Late Hours License | ☐ CB Caterer's Permit |
| ☐ BP Brewpub License | ☐ FB Food and Beverage Certificate |
| ☐ V Wine & Beer Retailer's Permit for Excursion Boats | ☐ PE Beverage Cartage Permit |
| ☐ Y Wine & Beer Retailer's Permit for Railway Dining Car | ☐ RM Mixed Beverage Restaurant Permit with FB |
| ☐ MB Mixed Beverage Permit | |
| ☐ O Private Carrier's Permit – For Brewpubs (BP) with a BG only | |

3. Indicate Primary Business at this Location

- | | | |
|---|--|--|
| ☐ Restaurant | ☐ Sporting Arena, Civic Center, Hotel | ☒ Bar |
| ☐ Grocery/Market | ☐ Sexually Oriented | ☐ Miscellaneous _____ |

4. Trade Name of Location

Jungle Inn Bar

5. Location Address

4024 E Interstate 2

City Weslaco	County Hidalgo	State TX	Zip Code 78596
6. Mailing Address 1617 El Camino Dr	City Weslaco	State TX	Zip Code 78599

7. Business Phone No.

Alternate Phone No.

E-mail Address

956-793-9429

absan87@gmail.com

OWNER INFORMATION

8. Type of Owner

- | | | |
|--|---|---|
| ☐ Individual | ☐ Corporation | ☐ City/County/University |
| ☐ Partnership | ☒ Limited Liability Company | ☐ Other _____ |
| ☐ Limited Partnership | ☐ Joint Venture | |
| ☐ Limited Liability Partnership | ☐ Trust | |

9. Business Owner/Applicant

Abel Sanchez

10. Are you, the applicant a veteran-owned business? ☐ Yes ☒ No

11. Are you, the applicant a Historically Underutilized Business (HUB)? ☐ Yes ☒ No

12. As indicated on the chart, enter the individuals that pertain to your business type:*(For additional space, use Form L-OIC)*

Individual/Individual Owner		Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	
Last Name Sanchez	First Name Abel	MI N/A	Title Individual owner
Last Name N/A	First Name N/A	MI N/A	Title N/A
Last Name N/A	First Name N/A	MI N/A	Title N/A

MEASUREMENT INFORMATION

Section 109.31 et seq.

13. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No**NOTE:** For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.**14.** Will your business be located within 300 feet of any private/public school, day care center or child care facility? ☐ Yes ☒ NoIf "YES," are the facilities located on different floors or stories of the building? ☐ Yes ☒ No**NOTE:** For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.**NOTE:** For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.**NOTE:** If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.**15.** Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No**16.** Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No**60-DAY SIGN****17.** As required under Section 11.391 and 61.381, enter the exact date the 60-Day sign was posted at your location.

Exact Date (MM/DD/YYYY)

N/A

ALL APPLICANTS**18. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE** ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

IF APPLICANT IS SHOWN AS:

Proprietorship
Partnership
Corporation
Limited Partnership
Limited Liability Partnership
Limited Liability Company

WHO MUST SIGN:

Individual Owner
Partner
Officer
General Partner
General Partner
Officer/Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.

PRINT
NAME

SIGN
HERE

TITLE

Before me, the undersigned authority, on this _____ day of _____, 20____, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

NOTARY PUBLIC

SEAL

CERTIFICATE OF CITY SECRETARY (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN
HERE

City Secretary/Clerk

City

TEXAS

SEAL

CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per Section 25.14 or Section 69.17 of the TABC Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
(applicant must apply for FB with BG or BE)

SIGN
HERE

City Secretary/Clerk

City

TEXAS

SEAL

**CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT
(LB & BL)**

Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

- ☐ The governing body of this city has by ordinance authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The governing body of this city has by ordinance authorized the sale of **beer** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN
HERE _____, TEXAS
City Secretary/Clerk City

S E A L

CERTIFICATE OF COUNTY CLERK (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN
HERE _____ COUNTY
County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
(applicant must apply for FB with BG or BE)

SIGN
HERE _____ COUNTY
County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)

Chapters 29 & 70 et seq

- I hereby certify on this _____ day of _____, 20____, that one of the below are correct:
- ☐ The Commissioner's Court of the county has by order authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The Commissioner's Court of the county has by order authorized the sale of **beer** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN

HERE _____

County Clerk

COUNTY _____

S E A L**COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE**

Section 11.46 (b) & 61.42 (b)

This is to certify on this _____ day of _____, 20____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN

HERE _____

FIELD OFFICE _____

S E A L**PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL, V & Y)**

Section 11.39 and 61.38

Name of newspaper	Mid-Valley Town Crier	ATTACH PRINTED COPY OF THE NOTICE HERE
City, County	Weslaco, Hidalgo	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	02/04/2018 & 02/07/2018	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date (MM/DD/YYYY)		
Signature of Notary Public		
S E A L		



OWNERSHIP INFORMATION
Continued for Prequalification Packet

L-OIC
(01/2018)

LOCATION INFORMATION

1. Trade Name of Location

Jungle Inn Bar

2. Location Address

4024 E Interstate 2

City
Weslaco

County
Hidalgo

State
TX

Zip Code
78596

OWNER INFORMATION

3. Type of Owner

- | | | |
|--|---|---|
| ☐ Individual | ☐ Corporation | ☐ City/County/University |
| ☐ Partnership | ☒ Limited Liability Company | ☐ Other _____ |
| ☐ Limited Partnership | ☐ Joint Venture | |
| ☐ Limited Liability Partnership | ☐ Trust | |

Last Name
Sanchez

First Name
Abel

MI
N/A

Title
Owner

Last Name
N/A

First Name
N/A

MI
N/A

Title
N/A

Last Name
N/A

First Name
N/A

MI
N/A

Title
N/A

Last Name
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First Name
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Title
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N/A

Title
N/A

Last Name
N/A

First Name
N/A

MI
N/A

Title
N/A



LOCATION PACKET FOR RETAILERS

L-L
(11/2017)

This Location packet (L-L) should be completed by all retailers submitting an original, reinstatement, and/or change of location application. This packet (L-L) along with the Prequalification Packet (L-ON) or (L-OFF) must be submitted to your local TABC office.

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

1. Application for: ☒ Original

☐ Reinstatement

License/Permit Number _____

☐ Change of Licensed Location

License/Permit Number _____

2. Trade Name of Location

Jungle Inn Bar

3. Location Address

4024 E Interstate 2 Weslaco, TX. 78596

4. Business Entity Name/Applicant

Abel Sanchez

5. Federal Employer Identification Number (FEIN)

82-4232263

INITIAL INFORMATION

6. Do you currently hold an active license/permit issued under the above FEIN? ☐ Yes ☒ No

If "YES," provide your most recently issued license/permit number. _____

If "NO," you must complete the **Business Packet (L-B)**.

7. If you hold a current and active license/permit under the above FEIN has there been a change in the ownership or business structure since the submission of your last application? ☐ Yes ☐ No

If "YES," you must complete the **Business Packet for Reporting Changes (L-BRC)** in its entirety.

OWNERSHIP/LEASE/SUBLEASE/MANAGEMENT INFORMATION

8. Does the applicant own the land and building at this proposed licensed location? ☐ Yes ☒ No

If "NO," please complete **Owner of Property (L-OP)**.

NOTE: Be prepared to provide additional information (such as a copy of your lease) if requested.

9. If operating under a lease at this location, indicate:

Expiration date(s)/Options 2 year lease

Monthly rental amount \$ 3,000

Other fees and payments to landlord N/A

10. Are you operating under any concession, service or management agreement(s) that contain terms for services or management beyond property rental? ☐ Yes ☒ No

If "YES," complete **Sublessor (L-SL)**, indicate the following, and attach copy of agreement(s):

Expiration date(s)/Options _____

Monthly fee \$ _____

If you have a sublessor that differs from the management company enter sublessor name below and complete Form L-SL.

Sublessor Name _____

11. Do you or anyone else at the location operate under a franchise agreement? ☐ Yes ☒ No

If "YES," as required under Section 109.53 do you maintain exclusive control of ALL phases of the purchase, sale, service and brands of alcoholic beverages? ☐ Yes ☐ No

12. Do you share the premises with another business entity? ☐ Yes ☒ No
If "YES," indicate the tradename(s) of business(es) and sales and use tax number(s) for other business(es):

Trade Name _____

Sales & Use Tax Number _____

13. Are there any agreements, excluding questions 9, 10 & 11, which involve alcohol in any way?

☐ Yes ☒ No

If "YES," attach a copy of agreement.

SALES AND LOCATION INFORMATION

14. Provide projected sales data or actual sales data for the 12 months preceding this application.

Sales Year (YYYY) 2018

Alcoholic Beverage Sales \$208,000

Food Sales \$

Other Sales \$11,856

Total Sales \$219,856

15. Is the proposed location in a hotel or motel? ☐ Yes ☒ No

16. Will the license/permit embrace the entire location address? ☒ Yes ☐ No

If "NO," attach a diagram of your premise as required by Section 11.49. *Be advised the location will be inspected prior to approval of your application.*

FINANCE INFORMATION

17. Enter the total amount of investment from all sources for this location. \$15,000

Please be prepared to provide copies of all documents related to the financing of this location.

18. List any person, firm, or corporation that has advanced or will advance any money, that holds any mortgage or encumbrances against the assets of the proposed business location, or that has signed or co-signed, guaranteed or financially assisted this business location for which you are seeking a license/permit. If a partnership or corporation, list entity along with partners/officers.

SSN or FEIN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A	Amount \$ N/A
Name, Corporation, Partner/Officer N/A		Terms N/A	
SSN or FEIN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A	Amount \$ N/A
Name, Corporation, Partner/Officer N/A		Terms N/A	
SSN or FEIN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A	Amount \$ N/A
Name, Corporation, Partner/Officer N/A		Terms N/A	

(If more space is needed, attach additional page.)

MEASUREMENT INFORMATION

19. Making measurements from the door where the public enters your establishment to the nearest property line of a private/public school, will this location be within 1,000 feet of a private/public school?

☐ Yes ☒ No

If "YES," written notice of this application must be given to the school officials and a copy of the notice must be provided with this application as required by Section 109.33(c).

20. Is any property line of your premises within 300 feet of a residential address or established neighborhood association? ☒ Yes ☐ No

If "YES," and if you are applying for an On-Premise License/Permit, and if a Food and Beverage Certificate is not applied for, notify each residential address and established neighborhood association. Submit a copy of the completed notice along with a list of all addresses notified; as required by Section 11.393 and 61.38

NOTE: A Sample of the notice can be found in Exhibit III of the Application Guide for Retailers.

ON-PREMISE LICENSES AND PERMITS ONLY

MEASUREMENT INFORMATION FOR APPLICANTS IN MUNICIPALITIES WITH A POPULATION OF 1.5 MILLION OR MORE ACCORDING TO THE LAST FEDERAL CENSUS

21. Will your business be located within 300 feet of residence, church, school, day care or social service facility when measuring in a straight line from the nearest point of the property line of the proposed location to the nearest point of the property line of any of these facilities? ☐ Yes ☐ No

If "YES," will 75% or more of the applicant's actual or anticipated gross revenue from the sale of alcoholic beverages? ☐ Yes ☐ No

If "YES," to both of the questions; you must notify all tenants or property owners of your intent to apply for an alcohol beverage license/permit within five days of the filing of an original application. Has such notice been given as required by Section 11.52? ☐ Yes ☐ No

BREW PUB (BP) Only

22. Do you, the applicant, intend to sell your alcoholic product directly to other retailers? ☐ Yes ☐ No

23. Do you, the applicant, intend to sell your alcoholic product to wholesalers/distributors? ☐ Yes ☐ No

24. Will you, the applicant, be engaged in the business of brewing and packaging malt liquor, ale or beer in quantities sufficient to operate a brewpub not later than 6 months after the date of issuance of the original license? ☐ Yes ☐ No

WARNING AND SIGNATURE

If Applicant Is/Must Sign

Individual/Individual Owner

Corporation/Officer

Partnership/Partner

Limited Liability Company/ Officer or Manager

Limited Partnership/General Partner

EACH LICENSEE OR PERMITTEE SHALL HAVE EXCLUSIVE OCCUPANCY AND CONTROL OF THE ENTIRE LICENSED LOCATION WITH RESPECT TO THE SALE OF ALCOHOLIC BEVERAGES. ANY ARRANGEMENT THAT SURRENDERS SUCH CONTROL OF THE EMPLOYEES, PREMISES OR BUSINESS, INCLUDING PROFITS AND LOSSES, TO PERSONS OTHER THAN THE LICENSEE OR PERMITTEE IS UNLAWFUL.

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS PROVIDED ARE CORRECT.

PRINT
NAME

SIGN
HERE

TITLE

Before me, the undersigned authority, on this _____ day of _____, 20____, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

NOTARY PUBLIC

SEAL



OWNER OF PROPERTY

L-OP
(01/2018)

1. Trade Name of Location Jungle Inn Bar
2. Indicate if owner of property is: ☒ Owner of Land and Building ☐ Owner of Land ☐ Owner of Building ☐ Owner of Boat Note: If land and building are owned by different entities, complete Form L-OP for each entity.
3. Wholesaler's (W, X) and Manufacturer's (G, B, D) – Is the owner of premise information used for a storage permit (L, K) or Manufacturer's Warehouse License (MW)? ☐ Yes ☒ No
4. Owner of Property (Individual or Business Entity) Individual
5. Federal Employer Identification Number (FEIN) for Owner of Property

COMPLETE THE FOLLOWING:

SSN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A
Full Legal Name of Individual, Partner, Officer (Last, First, Middle) N/A		Title/Owner N/A
SSN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A
Full Legal Name of Individual, Partner, Officer (Last, First, Middle) N/A		Title/Owner N/A
SSN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A
Full Legal Name of Individual, Partner, Officer (Last, First, Middle) N/A		Title/Owner N/A
SSN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A
Full Legal Name of Individual, Partner, Officer (Last, First, Middle) N/A		Title/Owner N/A
SSN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A
Full Legal Name of Individual, Partner, Officer (Last, First, Middle) N/A		Title/Owner N/A

IF YOU NEED MORE SPACE USE ADDITIONAL COPIES OF THIS PAGE



BUSINESS PACKET

L-B
(01/2018)

You must complete the entire Business Packet including all necessary ownership information and personal history sheets. Select the entity page(s) that coincides with your business structure. All officers, directors, stockholders, trustees, and beneficiaries holding ownership in this business must be disclosed.

- L-C (Corporation, Trust, City, County or University)
- L-LLC (Limited Liability Company)
- L-P (Partnership)
- L-PHS (Personal History Sheet)

If you are applying as an individual, you will submit this page and the L-PHS (Personal History Sheet).

OWNER INFORMATION

1. Type of Owner

- | | | |
|---|--|---|
| ☐ Individual | ☐ Limited Partnership | ☐ City/County/University |
| ☐ Corporation | ☐ Limited Liability Partnership | ☐ Other _____ |
| ☒ Limited Liability Company | ☐ Trust | |
| ☐ Partnership | ☐ Joint Venture | |

2. Business Owner/Applicant

Abel Sanchez

3. Federal Employer Identification No. (FEIN)

82-4232263

4. Email Address

absan87@gmail.com

BUSINESS INFORMATION

5. Has any person listed in this Business Packet, or his or her spouse, been finally convicted or received deferred adjudication for any of the following offenses? ☐ Yes ☒ No

If "YES," indicate type of offense and attach an explanation:

- ☐ any felony offense
- ☐ prostitution
- ☐ bookmaking
- ☐ gambling or gaming
- ☐ bootlegging
- ☐ vagrancy offense involving moral turpitude
- ☐ any offense involving dangerous drugs, synthetic cannabinoids or controlled substances as defined in Texas Controlled Substances Act
- ☐ any offense involving firearms or a deadly weapon
- ☐ more than three violations of the Texas Alcoholic Beverage Code relating to minors
- ☐ violations of the Texas Alcoholic Beverage Code resulting in a criminal fine of \$500
- ☐ violations of an individual's civil rights or discrimination against an individual on the basis of race, color, creed or national origin

If "YES," has it been five years since the termination of a sentence, parole or probation served for any offenses indicated above? ☐ Yes ☐ No

If "NO," attach an explanation.

6. Has any person listed in this Business Packet, or his or her spouse, had a cancellation of a TABC license/permit in the past five years? ☐ Yes ☒ No

If "YES," attach an explanation:

The applicant, license/permit holder, agent, servant or employee may not directly or indirectly have any overlapping ownerships or other prohibited relationships (including unfair competition and unlawful trade practices) between those engaged in the alcoholic beverage industry at different levels, that is, between a manufacturer and a wholesaler or retailer, or between a wholesaler and a retailer, as the words "wholesaler," "retailer," and "manufacturer" are ordinarily used and understood, regardless of the specific names given a license\permit. Reference Chapter 102 et seq.

7. Is any person, involved in this application, in violation of the above requirements? ☐ Yes ☐ No
If "YES," attach an explanation:

**WARNING AND
SIGNATURE**

If Applicant Is/Must Sign

Individual/Individual Owner

Corporation/Officer

Partnership/Partner

Limited Liability Company/ Officer or Manager

Limited Partnership/General Partner

EACH LICENSEE OR PERMITTEE SHALL HAVE EXCLUSIVE OCCUPANCY AND CONTROL OF THE ENTIRE LICENSED LOCATION WITH RESPECT TO SALE OF ALCOHOLIC BEVERAGES. ANY ARRANGEMENT THAT SURRENDERS SUCH CONTROL OF THE EMPLOYEES, PREMISES OR BUSINESS, INCLUDING PROFITS AND LOSSES, TO PERSONS OTHER THAN THE LICENSEE OR PERMITTEE IS UNLAWFUL.

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT
NAME

Abel Sanchez

SIGN
HERE

Owner

TITLE

Before me, the undersigned authority, on this _____ day of _____, 20____, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

NOTARY PUBLIC

S E A L



PERSONAL HISTORY SHEET

L- PHS
01/2018

Answer all questions. Any false statement will disqualify you and subject you to prosecution under section 101.69 of the Texas Alcoholic Beverage Code and other criminal statutes.

APPLICANT

1. Trade Name: Jungle Inn Bar

2. Location Address: 4024 E Interstate 2 Weslaco, TX. 78596

3. Applicant's Marital Status: ☒ Single ☐ Married ☐ Divorced ☐ Widowed

4. Applicant's Social Security Number 456-63-3316	Issuing State/ Driver's License Number 18545989	Date of Birth (mm/dd/yyyy) 07/11/1978
--	--	--

Applicant's Full Legal Name (Last, First, Middle) Abel Sanchez	Place of Birth (City, State, Country) Weslaco, TX. Hidalgo
---	---

Applicant's Email Address
absan87@gmail.com

Race Hispanic	Sex M	Height 6' 2"	Weight 255 Lbs.	Hair Color Black	Eye Color Brown
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APPLICANT'S SPOUSE

5. Spouse's Social Security Number N/A	Issuing State/ Driver License Number N/A	Date of Birth (mm/dd/yyyy) N/A
---	---	-----------------------------------

Spouse's Full Legal Name (Last, First, Middle) N/A	Place of Birth (City, State, Country) N/A
---	--

Race N/A	Sex N/A	Height N/A	Weight N/A	Hair Color N/A	Eye Color N/A
-------------	------------	---------------	---------------	-------------------	------------------

OTHER RESIDENT

6. Do you live with anyone over the age of 18, other than your spouse? 6. ☐ YES ☐ NO
If "YES," please provide their information below. (If additional space is needed, please attach a page with information.)

Social Security Number N/A	Issuing State/ Driver License No. N/A	Date of Birth (mm/dd/yyyy) N/A	Relationship N/A
-------------------------------	--	-----------------------------------	---------------------

Full legal name (Last, First, Middle) N/A	Race N/A	Sex N/A
--	-------------	------------

RESIDENTIAL ADDRESSES

7. List residential addresses for the past five (5) years starting with current address.

If you have not lived in Texas for the previous 12 months, you are required to provide TABC with an official copy of your criminal background check from the state police or FBI of any state where you lived in the previous five years.

(If additional space is needed, please attach a list with the following information.)

Number and Street	City, State, ZIP	From (mm/yyyy)	To (mm/yyyy)
1617 El Camino Dr	Weslaco, TX. 78599	04/2010	PRESENT
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

8. Business Phone No. N/A	Residential Phone No. 956-375-2807	Mobile Phone No. (optional) 956-793-9429
------------------------------	---------------------------------------	---

RESIDENT STATUS

9A. Are you a U.S. citizen? ☒ YES ☐ NO

B. If "YES," answer the following:

☒ Native Born ☐ Naturalized. If "Naturalized," Provide the "A" Number _____

C. If "NO," answer the following: What is your legal status in the United States? Explain below, or attach a page with information.

N/A

D. Provide all documents such as Visa, Resident Alien, Employment Authorization Documents, etc.

TABC
USE
ONLY

APPLICANT ☐ YES ☐ NO

SPOUSE (BE/BG ONLY) ☐ YES ☐ NO

OTHER ☐ YES ☐ NO

CH - Date Entered

Supervisor's Signature

Destroy Date

EMPLOYMENT HISTORY

10. List employment for the *past five (5) years* beginning with your current employer. Indicate periods of unemployment or retirement, including dates. If retired, include name of company from which you retired and the position you held. Also indicate if not employed outside your home.
(If additional space is needed, attach a separate sheet.)

Name of Employer	Address (Street, City, State, ZIP)	Position Held	From (mm/yyyy)	To (mm/yyyy)
Peter Piper Pizza	1730 W. Palmavista Dr. Palmview TX. 78572	General Manager	02/1998	PRESENT
Quic Pic	Mercedes TX. 78570	Cashier	03/1997	09/1997
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A

INDIVIDUAL FINANCIAL INFORMATION

11. List the total amount of your personal investment in this location. Provide investment details including notes, loans, gifts, cash, services or equipment, and operating capital. Account for the original source of all investments (how acquired). Enter total dollar amount on the line of the amount invested column.
(If additional space is needed, attach a separate sheet.)

NOTE: If investment is in the form of a loan or gift, attach name of lender or financial institution, address, terms and security and loan/gift documents. If from an individual, attach personal information for all individuals including: name, social security and driver license numbers, date of birth, race, sex, etc.

Amount Invested	Original Source of Investment (loans, previous employment, etc).
\$ 15,000	401 K Retirement / Income tax return / payroll check
\$ N/A	N/A
\$ N/A	N/A
\$ N/A	N/A
\$ N/A	N/A
\$ N/A	N/A
\$ 15,000	TOTAL AMOUNT OF PERSONAL INVESTMENT

SIGN AND NOTARIZE APPLICATION

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, under penalty of law, hereby swear that I have read all the information provided in this document and any attachments and the information is true and correct. I also understand any false statement or representation in this application can result in my application being denied and/or criminal charges filed against me. I also authorize the Texas Alcoholic Beverage Commission to use all legal means to verify the information provided.

PRINT

NAME: _____

AUTHORIZED

SIGNATURE: _____

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____ the person whose name is signed to the foregoing document personally appeared and duly sworn by me, each states under oath that he or she has read the said document and that all facts therein set forth are true and correct.

SIGN

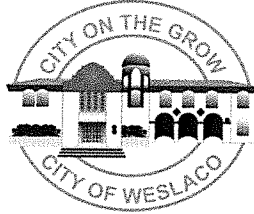
HERE: _____

(S E A L)

Notary Public

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

February 23, 2018

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 7, 2018 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 20, 2018 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

Abel Sanchez is requesting a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit, pool tables and coin operated machines at 4024 E Expressway 83 also being Lot 3, Royal Subdivision, Weslaco, Hidalgo County, Texas.

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

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

Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

MH/mh

City of Weslaco Code Enforcement Dept.

FEB 21, 2018

CHAPATI PROPERTIES LLC 11900 METRIC BLVD SUITE 4 PMB 231 AUSTIN TX 78758	A0800-00-000-1099-03 ADAMS TRACT N241.60'-W360.45'-E7 08.29'-FT1099 2AC GR 1.75AC NET 4032 E MORELAND DR	L: 113220 B: 50403
HELPFUL PROPERTIES LLC 40 MARSELLA BLVD STE B BROWNSVILLE TX 78521	A0800-00-000-1099-15 ADAMS TRACT W135'-E347.84'-N987. 40' EXC W30'-N272' FT 1099 3.06 4036 E MORELAND DR	L: 98000 B: 0
EQUIPMENT PORTAFOLIO 2105 E 27TH ST MISSION TX 78574	A0800-00-000-1100-07 ADAMS TRACT IRR TR E270.21'-W152 7.47'- S269.74' FT 1100 1.18 AC 0	L: 140420 B: 39789
ANDERSON DON JR 3929 E BUSINESS 83 WESLACO TX 78596	R4370-00-000-0001-00 ROYAL LOT 1 3929 MORELAND DR	L: 330620 B: 115454
JPO ENTERPRISES INC 4824 S JACKSON RD EDINBURG TX 78543	R4370-00-000-0002-00 ROYAL LOT 2 4019 E MORELAND DR	L: 199940 B: 155548
CHAVEZ LETICIA PO BOX 562 WESLACO TX 78599	R4370-00-000-0003-00 ROYAL LOT 3 4024 E EXPRESSWAY 83	L: 111078 B: 117355
HELPFUL PROPERTIES LLC 40 MARSELLA BLVD STE B BROWNSVILLE TX 78521	A0800-00-000-1099-16 ADAMS TRACT W212.84'-N987.40' FT 1099 4.82 AC GR 4.67 AC NET 4040 E MORELAND DR	L: 163450 B: 0



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1587	
From: Mardoqueo Hinojosa			
Subject: To solicit input on behalf of Javier Pena to rezone 1905 Hollow Drive also being Lot 97, Westgate Village Phase II Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to B-1 Neighborhood Business District. (Staffed by Planning and Code Enforcement Department)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling to B-1 Neighborhood Business District. Nineteen (19) property owners within 200 feet of the applicant's property were notified by letter on February 23, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on February 19, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval on March 7, 2018.			
Minda Hernandez		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved solicitation of public comments.			
Staff Recommendation: Staff recommends approval based on location and nearby Commercial Zones			
Attachments, if any: Rezone 1905 Hollow Drive, 1905 HOLLOW RD - attachments			
Responsibilities upon Approval: Planning staff will advise applicant.			

Rezone Request

R-1 One-Family Dwelling District to
B-1 Neighborhood Office District

Legend

 Rezone Request
Oak Ln

Abilene Drive

Corpus Christi Drive

Google Earth

© 2018 Google

N Westgate Dr.

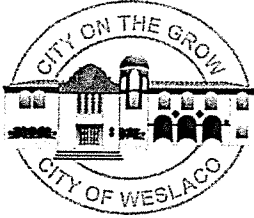
Hollow Rd

Canyon Dr

Home Depot



700 ft



APPLICATION FOR REZONING

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

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

FILE NO. REZ18-00003

RECEIVED

FEB 01 2018

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 97 Block _____

Subdivision Name Westgate Village

Street Address Holloway

Existing Zoning Residential Existing Land Use nothing

Proposed Zoning Commercial Proposed Land Use office

Planning &
Code Enforcement Dept.

_____ \$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 Javier Pena Phone 956-520-0141

Address 1502 Mackenzie Fax: _____

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

OWNER

Name Javier Pena Phone 956-520-0141

Address 1502 Mackenzie Fax: _____

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

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

Signature Javier Pena

Date 2-1-18

Signature Javier Pena

Date 2-1-18

Signature Javier Pena

Date 2-1-18

Owner

Applicant

Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

THE INTENT OF ZONING

Zoning is defined as the division of a municipality into districts for the purpose of regulating the use of private land. A city's police powers enable the municipality to regulate various land welfare of the entire public. They have been designed to lessen the congestion in the streets; to secure safety from, fire, panic, or other dangers; to provide adequate light and air, to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewage, schools, parks and other public requirements. Zoning must be done in accordance with a comprehensive master plan. Such a plan will be a pattern for future development and prohibits the arbitrary and capricious control of land.

HOW AM I AFFECTED

A city's unique character, just like Weslaco is preserved through the various arrangements of land uses permitted in an area. If incomplete land uses are placed together then the safety and character of Weslaco will be placed in danger. Zoning is used as a tool to establish and maintain the character of a neighborhood, if improper land uses are permitted; in the future they became non-conforming uses and spoil the character of an area. Zoning intent is to prevent this and cannot deny the continued use of a site if the site is non-conforming to the rest of the area. The intent of zoning is to provide guidelines for creating compatible land uses and provide the character Weslaco wishes to preserve.

A STATEMENT ON WESLACO'S ZONING ORDINANCE

Weslaco's Zoning Ordinance consists of the description of uses permitted in each district. It defines the different types of uses permitted in each zone. The Zoning Ordinance specifies height regulations, accessory building regulations parking and loading regulations and area, and density regulations.

WHAT IF A BUILDING OR SITE DOES NOT COMPLY WITH ITS ZONING

If a building infringes upon the required building setbacks requirements; the Weslaco Board of Adjustments and Appeals of Zoning must consider the granting of an exception and may permit modifications to various building and lot requirements when necessitated. This may be due to the unusual size or shape of a parcel of land. Board of Adjustments and Appeals of Zoning Petition Packages are available at the Planning Department.

REZONING APPLICATIONS INSTRUCTIONS

1. Application form must be completed in full with applicant's signature.
2. Statement must be attached to the application stating why the rezoning is requested and the type of operation to be conducted on the property.
3. A three-hundred dollar (\$300.00) application fee must also be submitted along with the application.
4. Once the application is submitted in completed form, the Planning Department is required by State Law to notify by mail all property owners within the 200 foot radius of the affected proposed zone change and advertise in a newspaper fifteen (15) days prior to the public hearing to be held by both the Planning and Zoning and City Commissions on the zone change request.
5. After the Planning and Zoning Commission meeting, the request will be placed on the next available City Commission agenda for final consideration.
6. Should the Planning and Zoning Commission or the owners of 20% of the property within the 200 foot radius of the proposed zone change request, oppose the request, a $\frac{3}{4}$ th vote will be required by the City Commission to receive approval.
7. Only after the second and final reading by the City Commission of the rezoning ordinance, may the activity proposed on the property begin operation after all appropriate permits have been issued.

2017 TAX STATEMENT



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

Certified Owner:

PENA JAVIER
1905 HOLLOW RD
WESLACO, TX 78599-3997

Legal Description:

WESTGATE VILLAGE M/H PH 2 LOT 97

Account No: W3920-02-000-0097-00

Appr. Dist. No.: 611180

Legal Acres: .1597

Parcel Address: 1905 HOLLOW RD

As of Date: 01/31/2018

Cause No: T0629-13A

Print Date: 01/31/2018

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$20,865	\$0	\$20,865	\$20,865	\$0	\$0	\$0	\$20,865
Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax	
		Code	Amount				
HIDALGO COUNTY	\$20,865		\$0.00	\$20,865	0.5800000	\$121.02	
DRAINAGE DIST #1	\$20,865		\$0.00	\$20,865	0.0951000	\$19.84	
CITY OF WESLACO	\$20,865		\$0.00	\$20,865	0.6667000	\$139.11	
<i>Amount saved by additional sales tax revenue \$36.78</i>							
WESLACO ISD	\$20,865		\$0.00	\$20,865	1.1597000	\$241.97	
SOUTH TEXAS ISD	\$20,865		\$0.00	\$20,865	0.0492000	\$10.27	
SOUTH TEXAS COLLEGE	\$20,865		\$0.00	\$20,865	0.1850000	\$38.60	

Total Tax: \$570.81

Total Tax Paid to date: \$0.00

Total Tax Remaining: \$570.81

Exemptions:**AMOUNT DUE IF PAID BY:**

01/31/2018 0%	02/28/2018 7%	04/02/2018 9%	04/30/2018 11%	05/31/2018 13%	07/02/2018 15%
\$570.81	\$610.77	\$622.18	\$633.60	\$645.02	\$656.44
07/31/2018 18 + up to 15%	08/31/2018 19 + up to 15%	10/01/2018 20 + up to 15%	10/31/2018 21 + up to 15%	11/30/2018 22 + up to 15%	12/31/2018 23 + up to 15%
\$774.58	\$781.13	\$787.70	\$794.28	\$800.83	\$807.40

School Information:

WESLACO ISD 2017 M&O 1.1397000 I&S .02000000 Total 1.1597000 2016 M&O 1.1397000 I&S .00000000 Total 1.1397000

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

4.1.67



Print Date: 01/31/2018

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

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



* W 3 9 2 0 0 2 0 0 0 0 9 7 0 0 *

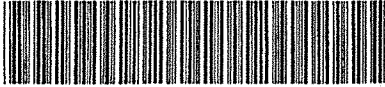
W3920-02-000-0097-00

PENA JAVIER
1905 HOLLOW RD
WESLACO, TX 78599-3997

AMOUNT PAID:

\$ _____

00006111800000057081



70 2013 02435290

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

Instrument Number: 2013-2435290

Recorded On: July 30, 2013

As
Recording

Parties:

To

Billable Pages: 3
Number of Pages: 4

Comment: SPL WRNTY DEED LOT97

** Examined and Charged as Follows: **

Recording	24.00
Total Recording:	24.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2013-2435290
Receipt Number: 1376529
Recorded Date/Time: July 30, 2013 04:21P

Record and Return To:

WESTGATE VILLAGE HOMES
ORIGINAL RETURNED TO CUSTOMER
TX

User / Station: D Rodriguez - Cash Superstation 10



STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: April 30, 2013

2435290

Grantor: Westgate Village Homes, LLC, a Texas LLC
Grantor's Mailing Address:
P.O. Box 1124
Weslaco, Texas 78599

Grantee: Javier Pena
Grantee's Mailing Address (including county):
1905 Hollow Rd
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged.

Property (including any improvements):

Part I: Lot(s) 97, Westgate Village Phase II, as shown by the map or plat thereof recorded in Volume 36, Page 117B, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;

9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage sewage requirements, and other matters shown on the plat of Westgate Village Phase II, as shown on the plat thereof, recorded in Volume 36, Page 117B, Map records of Hidalgo County, Texas.
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

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

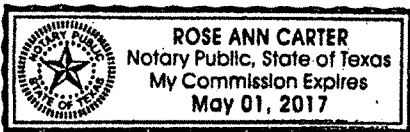
Westgate Village Homes, LLC, a Texas LLC

BY: Samuel S. Crego
Samuel S. Crego, Member

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 16 day of July,
20 13, by Samuel S. Crego, Westgate Village Homes LLC, a Texas LLC of behalf of
said Texas Limited Liability Company.

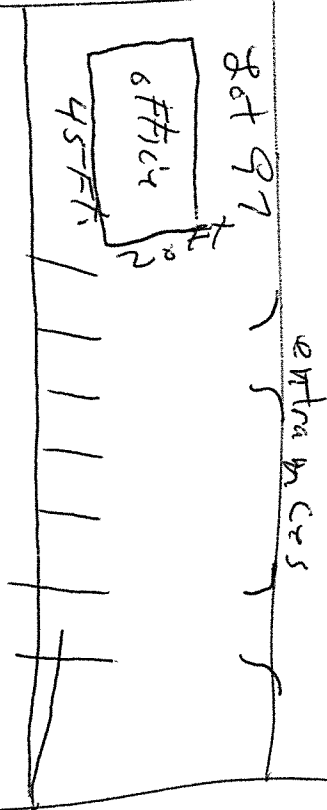


Rose Ann Carter
Notary Public, State of Texas

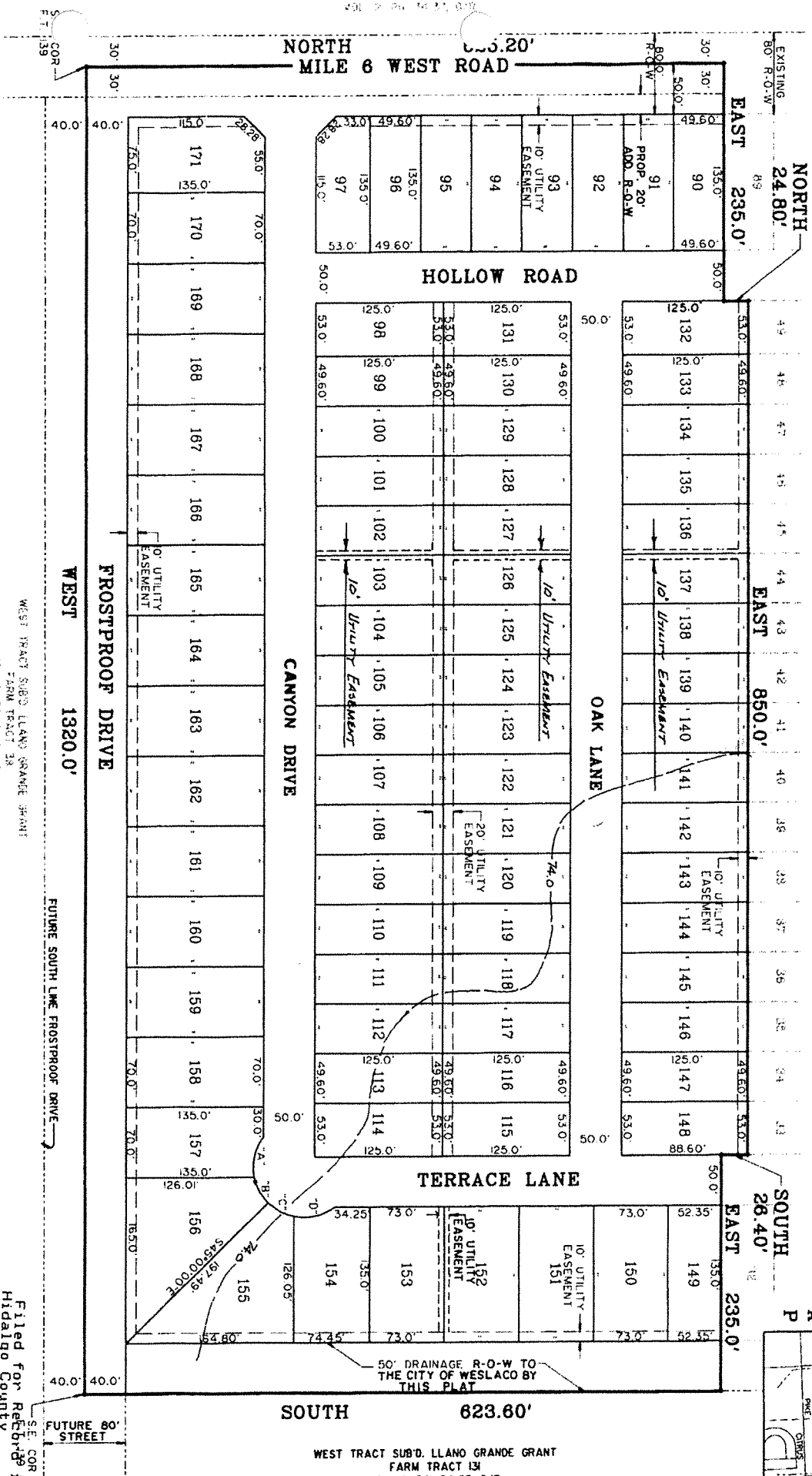
AFTER RECORDING RETURN TO:
Westgate Village Homes, LLC
P.O. Box 1124
Weslaco, Texas 78599
956-968-3729

Jan P
958-520-0141
Soon as I get approved
I'll get plans done

Hollow



2/56x52m



WESTGATE VILLAGE MOBILE HOME SUBDIVISION PHASE II

WESLACO, TEXAS

BEING A SUBDIVISION OF A 19.42 AC. TRACT OF LAND OUT OF FARM TRACT 139 WEST TRACT SUBDIVISION OF THE LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS REC. IN VOL. 2, PG. 34-37, W/R

MAP OF

Recorded in Volume **36** Page **117B**
of the map records of Hidalgo County, Texas
Menden and Hunt, Inc.

STATE OF TEXAS
COUNTY OF HIDALGO

I, (WEI), UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EAS AND PUBLIC PLACES THEREON SHOWN, FOR THE PURPOSES OF CONSIDERATION THEREIN EXPRESSED.

PREPARED BY:
FABIAN, NELSON & MEDINA, INC.
320 N. 15TH STREET, MCALLEN, TEXAS
SCALE: 1"=100' DATE: 12-1-99

Document Number: **898752**
Total Fees: **48.50**
Receipt Number - **2993331**
By: **Flo Chavez**

On: Aug 22, 2000 at 01:17P

Map - Small

WESTGATE VILLAGE MOBILE HOME PHASE II

A SUBDIVISION TO THE CITY

M & H PROPERTIES

Carl W. Howard
CARL HOWLAND, PRES.

WEST TRACT SUB'D. LLANO GRANDE GRANT
FARM TRACT 139
VOL. 2, PG. 34-37, D/R

CITY OF WESLACO
956-968-3181

REC#: 02345190 2/01/2018 10:25 AM
OPER: KArev TERM: 036
REF#:
PAID BY:

TRAN: 235.1000 PROCESSING FEE
6171
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

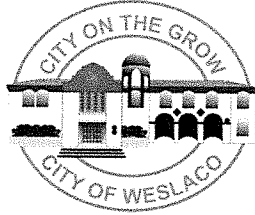
TRAN: 204.0000 REZONING APPL FEE
6171
01 -400-1027
REZONING APPLICATIO 300.00CR

TENDERED: 305.00 CASH
APPLIED: 305.00-

CHANGE: 0.00

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

February 23, 2018

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 7, 2018 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 20, 2018 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONE REQUEST:

Javier Pena is requesting to rezone 1905 Hollow Drive also being Lot 97, Westgate Village Phase II Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to B-1 Neighborhood Business District.

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

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

Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

MH/mh

City of Weslaco Code Enforcement Dept.

FEB 21, 2018

DOMAIN DEVELOPMENT	W3800-00-145-0000-00	L: 0
1528 W DOVE AVE	WEST TRACT AN IRR TR W1296.96'-E	B: 0
MCALLEN TX 78504	1570'- FT 145 30.775 AC NET	
	0 WESTGATE DR	
CANTU NOELIA L	W3920-02-000-0092-00	L: 20088
PO BOX 264	WESTGATE VILLAGE M/H PH 2 LOT 92	B: 13756
ALAMO TX 78516	1919 HOLLOW RD	
VILLARREAL FRANCISCO J	W3920-02-000-0093-00	L: 20088
9919 N MILE 6 W	WESTGATE VILLAGE M/H PH 2 LOT 93	B: 13949
WESLACO TX 78599	1917 HOLLOW RD	
YADO HECTOR & MONICA	W3920-02-000-0094-00	L: 20088
PO BOX 1352	WESTGATE VILLAGE M/H PH 2 LOT 94	B: 42915
SANTA ROSA TX 78593	1915 HOLLOW RD	
VASQUEZ WILLIAM	W3920-02-000-0095-00	L: 20088
1913 HOLLOW RD	WESTGATE VILLAGE M/H PH 2 LOT 95	B: 0
WESLACO TX 78599	1913 HOLLOW RD	
BOTELLO JUAN G	W3920-02-000-0096-00	L: 20088
700 W 6TH ST	WESTGATE VILLAGE M/H PH 2 LOT 96	B: 0
WESLACO TX 78596	1909 HOLLOW RD	
PENA JAVIER	W3920-02-000-0097-00	L: 20865
1905 HOLLOW RD	WESTGATE VILLAGE M/H PH 2 LOT 97	B: 0
WESLACO TX 78599	1905 HOLLOW RD	
PARRA MARIA G	W3920-02-000-0098-00	L: 19875
118 N LIBERY ST	WESTGATE VILLAGE M/H PH 2 LOT 98	B: 0
WESLACO TX 78596	1617 CANYON DR	
GONZALEZ SUSANA	W3920-02-000-0099-00	L: 18600
1613 CANYON DR	WESTGATE VILLAGE M/H PH 2 LOT 99	B: 26767
WESLACO TX 78599	1613 CANYON DR	
PALOMARES JULIA	W3920-02-000-0100-00	L: 18600
1609 CANYON DR	WESTGATE VILLAGE M/H PH 2 LOT 10	B: 0
WESLACO TX 78599	0	
	1609 CANYON DR	
WESTGATE VILLAGE HOMES LLC	W3920-02-000-0101-00	L: 13020
PO BOX 1124	WESTGATE VILLAGE M/H PH 2 LOT 10	B: 0
WESLACO TX 78599	1	
	1605 CANYON DR	
ORTIZ NATALIA E ORTIZ	W3920-02-000-0129-00	L: 18600
1608 OAK LN	WESTGATE VILLAGE M/H PH 2 LOT 12	B: 15173
WESLACO TX 78599	9	
	1608 OAK LN	

City of Weslaco Code Enforcement Dept.

FEB 21, 2018

CASIMIRO KAREN & ENRIQUE 1612 OAK LN WESLACO TX 78599	W3920-02-000-0130-00 WESTGATE VILLAGE M/H PH 2 LOT 13 0 1612 OAK LN	L: 18600 B: 26103
J MERCADO INVESTMENTS LLC 1616 OAK LN WESLACO TX 78599	W3920-02-000-0131-00 WESTGATE VILLAGE M/H PH 2 LOT 13 1 1616 OAK LN	L: 19875 B: 42133
CASAREZ YOLANDA H & ELOY 1608 CANYON DR WESLACO TX 78599	W3920-02-000-0167-00 WESTGATE VILLAGE M/H PH 2 LOT 16 7 1608 CANYON DR	L: 28350 B: 0
MOLINA MARIA I 1616 CANYON DR WESLACO TX 78599	W3920-02-000-0168-00 WESTGATE VILLAGE M/H PH 2 LOT 16 8 & 169 1616 CANYON DR	L: 51030 B: 40357
MOLINA MARIA I 1620 CANYON DR WESLACO TX 78599	W3920-02-000-0169-00 WESTGATE VILLAGE M/H PH 2 LOT 16 9 1620 CANYON DR	L: 21263 B: 47725
ZAMBRANO EFRAIN 100 LA HERENCIA APT 174 MERCEDES TX 78570	W3920-02-000-0170-00 WESTGATE VILLAGE M/H PH 2 LOT 17 0 1628 CANYON DR	L: 28350 B: 0
TAX RANCH LLC 3910 W FREDDY GONZALEZ EDINBURG TX 78539	W3920-02-000-0171-00 WESTGATE VILLAGE M/H PH 2 LOT 17 1 1630 CANYON DR	L: 20843 B: 0



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1551	
From:			
Subject: Approval of the Minutes of the Regular Meeting on March 6, 2018. (Staffed by City Secretary's Office.) Attachment.			
Background: Record of commission action for the regular meeting of March 6, 2018.			
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):			
Elizabeth Walker		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approve.			
Attachments, if any: 18-03-06 minutes			
Responsibilities upon Approval: Execute and retain.			



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MARCH 6, 2018**

On Tuesday, March 6, 2018, at 5:36 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	Gerardo “Jerry” Tafolla
Commissioner	Leo Muñoz
Commissioner	Greg Kerr
Commissioner	Jose “J.P.” Rodriguez
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

Also present: Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Juan Salas, Information Technology; Tony Lopez, Fire Chief; Robert de la Cerda, Interim Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Andrew Munoz, Airport Director; Arnold Becho, Library Director; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, March 2, 2018.

B. Invocation.

Pastor Elias Trevino, Family Life Ministries Church, led the invocation.

C. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

There were none.

E. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting perfect attendance and a quorum present.

II. PUBLIC COMMENTS

There were none received.

III. PUBLIC HEARING

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to open the public hearing concurrently at 5:41 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on the proposed demolition order for unoccupied building located at 502 E Agostadero, being Lots 8-9, Block 13, Ramona Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225.

There were no comments.

B. To solicit input on the proposed demolition order for unoccupied building located at 1524 Ramos Drive, being West Tract N123.5-E78.52, Farm Tract 728 A/K/A Lot 4A, City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225.

There were no comments.

C. To solicit input on the proposed demolition order for unoccupied building located at 620 E Los Torritos, being Lots 5-6, Block 6, Ramona Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225.

There were no comments.

D. To solicit input on the proposed demolition order for unoccupied building located at 2009 N International Blvd., being the South 1.74 acres of the North 4.05 acres of the South 9.99 acres of Farm Tract 1040 1.74 acres net, City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225.

Maria Vega stated her father owned the property and requests three more months to clean the property; she already has secured it by covering windows and doors.

E. To solicit input on the proposed demolition order for unoccupied building located at 515 N Liberty, being Lots 7-8-9, Block 6, Esplanada Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to

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

There were no comments.

F. To solicit input on the proposed demolition order for unoccupied building located at 600 W Los Torritos, being Lots 1-2, Block 6, Esplanada Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225.

There were no comments.

G. To solicit input on the proposed demolition order for unoccupied building located at 300 N Pino, being Lot 11, Block 7, Northside Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225.

There were no comments.

H. To solicit input on the proposed demolition order for unoccupied building located at 624 E Agostadero, being Lots 3-4, Block 7, Ramona Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225.

There were no comments.

I. To solicit input on the proposed demolition order for unoccupied building located at 419 S Texas Blvd, being Lot 19, Block 33, Weslaco Original Townsite, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225.

There were no comments.

Commissioner Kerr, seconded by Commissioner Lopez, moved to close the public hearing at 5:46 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

IV. CONSENT AGENDA

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

requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. Possible action.

A. Approval of the Minutes:

- 1) Regular Meeting on February 20, 2018; and
- 2) Special Meeting on February 27, 2018. (Staffed by City Secretary's Office.)

B. Approval of the renewal of the Interlocal Cooperation Contract with the Texas Department of Public Safety to authorize purchases through DPS General Stores. (Staffed by Police Department.)

C. Authorization to apply for funding from the Lower Rio Grande Valley Development Council to enhance PSAP (Public Safety Answering Point) operations and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

D. Approval of the purchase of a Certificate of Deposit from BBVA Compass in the amount of \$240,000.00 for a term of 18-months utilizing Booth Endowment Funds. (Staffed by the Library Department.)

E. Approval of a Mid Valley Airport Ground Lease Agreement with Kapal Investments, LLC for E-28 Hangar Series and authorize the Mayor to execute any related documents. (Staffed by Airport.)

F. Approval of a request by Valley Nature Center to utilize Gibson Park parking lot on April 14, 2018 from 8 a.m. – 10 p.m. for 4th annual Spring Feast, and authorize the Mayor to execute any related documents as may be required, and waive any fees that may be associated with the event. (Requested by Valley Nature Center.)

G. Authorization to solicit Requests for Proposals (RFP) to grade field 4 at Harlon Block Park Sports Complex and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

Mayor Pro Tem Tafolla, second by Commissioner Muñoz, moved to approve consent agenda items A through G as presented. The motion carried unanimously; Mayor Suarez was present and voting.

V. APPOINTMENTS

A. Discussion and consideration to approve Resolution 2018-10, 2018-11, 2018-12, 2018-13 and 2018-14 re-appointing members to expired terms on the Weslaco Recycling Committee Task Force and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)

The City Secretary noted that as this Committee was created ad hoc, its inaugural one-year term is expiring; it is at the will of the Commission to extend the work of this Committee and its membership another year.

Mayor Pro Tem Tafolla, second by Commissioner Pedraza, moved to approve Resolution 2018-10, 2018-11, 2018-12, 2018-13 and 2018-14 re-appointing Manuel Ramos, Gail Weigel Ortiz, Ignacio H. Cavazos, Maria L. Gonzalez and Jim Chapman as members to expired terms on the Weslaco

Recycling Committee Task Force an additional year as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the resolutions are as follows:

RESOLUTION NO. 2018-10

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE
WESLACO RECYCLING TASK FORCE COMMITTEE

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center; and

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be ten (10) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of three Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, members shall serve without compensation and may be eligible for reappointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT a Weslaco Recycling Committee Task Force is hereby created.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Manuel Ramos is appointed to serve on the Committee and the term will begin on March 22, 2018 and will expire on March 22, 2019.

PASSED AND APPROVED on this 6th day of March, 2018.

RESOLUTION NO. 2018-11

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE
WESLACO RECYCLING TASK FORCE COMMITTEE

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center; and

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be ten (10) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of three Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, members shall serve without compensation and may be eligible for reappointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT a Weslaco Recycling Committee Task Force is hereby created.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Gail Wiegall-Ortiz is appointed to serve on the Committee and the term will begin on March 22, 2018 and will expire on March 22, 2019.

PASSED AND APPROVED on this 6th day of March, 2018.

RESOLUTION NO. 2018-12

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE WESLACO RECYCLING TASK FORCE COMMITTEE

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center; and

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be ten (10) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of three Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, members shall serve without compensation and may be eligible for reappointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT a Weslaco Recycling Committee Task Force is hereby created.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Ignacio H. Cavazos is appointed to serve on the Committee and the term will begin on March 22, 2018 and will expire on March 22, 2019.

PASSED AND APPROVED on this 6th day of March 2018.

RESOLUTION NO. 2018-13

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE
WESLACO RECYCLING TASK FORCE COMMITTEE

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center; and

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be ten (10) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of three Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, members shall serve without compensation and may be eligible for reappointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT a Weslaco Recycling Committee Task Force is hereby created.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Maria L. Gonzalez is appointed to serve on the Committee and the term will begin on March 22, 2018 and will expire on March 22, 2019.

PASSED AND APPROVED on this 6th day of March, 2018.

RESOLUTION NO. 2018-14

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE
WESLACO RECYCLING TASK FORCE COMMITTEE

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center; and

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be ten (10) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of three Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, members shall serve without compensation and may be eligible for reappointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT a Weslaco Recycling Committee Task Force is hereby created.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Jim Chapman is appointed to serve on the Committee and the term will begin on March 22, 2018 and will expire on March 22, 2019.

PASSED AND APPROVED on this 6th day of March, 2018.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Elizabeth M. Walker, CITY SECRETARY

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

VI. OLD BUSINESS

A. Discussion and consideration to approve on Second and Final Reading Ordinance 2018-07, amending Ordinance 200 and Ordinance 1998-09, Codified as Chapter 134 Traffic Ordinance, adopting new regulations and ordaining other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. Second and Final Reading of Ordinance 2018-07. Possible action. (First reading of Ordinance 2018-07 held February 20, 2018; staffed By Planning and Code Enforcement Department.)

Mardoqueo Hinojosa, City Engineer/Planning and Code Enforcement Director, stated amendments include definitions of trucks. Staff has identified with the Economic Development Corporation an area in the Industrial Park for tractor trailer parking. Staff recommends approval on second and final reading of Ordinance 2018-07.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to approve Second and Final Reading of Ordinance 2018-07, amending Ordinance 200 and Ordinance 1998-09, Codified as Chapter 134 Traffic Ordinance, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the following is the ordinance:

ORDINANCE 2018-07

AN ORDINANCE AMENDING ORDINANCE NUMBER 200 AND ORDINANCE NUMBER 1998-09 THE CITY OF WESLACO TRAFFIC ORDINANCE; CODIFIED AS CHAPTER 134 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 200 passed and approved on September 17, 1951 and Ordinance 1998-09 passed and approved on June 16, 1998 as "Traffic Ordinance" and Codified as Chapter 134 of the Weslaco Code of Ordinances is hereby amended.

After second and final reading of this Ordinance the amended Traffic ordinance sections will be adopted and codified as Chapter 134 of the Weslaco Code of Ordinances and said Chapter shall read as follows:

CHAPTER 134 TRAFFIC

Sec. 134-1. - Definitions.

Box Truck. Any van with a cube-shaped storage compartment that is wider and taller than the front of the vehicle.

Gooseneck Trailer. Any vehicles without motive power designed or used for carrying property or passengers wholly on its own structure and is attached by using ball hitch in the bed of a pickup truck.

Oversized Commercial Vehicle. Any designated vehicle as listed below, or any vehicle designed for the transport of property or cargo with a gross weight rating, as those terms defined in state law, of more than fifteen thousand (15,000) pounds, or any vehicle designed for the transport of more than fifteen (15) passengers, inclusive of the driver.

Designated vehicles, for purposes of this section, are:

- Trucks, box trucks, dump trucks, truck-tractors, concrete mixing trucks, stake-bed trucks or vehicles similar to any of the listed vehicles.
- Buses, goose-neck trailers, pole-trailers, semi-trailers, trailers all of which measure twenty-five (25) feet in length or greater from end to end, or more than seven (7) feet in width at their widest point, or more than seven (7) feet in height at their highest point, or vehicles similar to any of the listed vehicles.
- The term "oversized vehicle" shall exclude any self-contained recreational vehicle which have a kitchen, bath or sleeping quarters and is specially designed for recreational purposes.

Residential District. The territory contiguous to and including any public street, alley, easement, parkway, boulevard, or public place which abuts any property zoned as residential property according to Chapter 150 Zoning Ordinance.

Semi-trailer. Any vehicle of the trailer type so designated or used in conjunction with a motor vehicle that some part of its own weight and that of its own load rests upon or is carried by another motor vehicle.

Stake-bed trucks. An open truck body having a platform with sockets at the edge into which upright stakes may be placed to form a fence around a load.

Trailer. Any vehicle without motive power designed or used for carrying property or passengers wholly on its own structure and to be drawn by a motor vehicle.

Truck. Any and all vehicles and motor vehicles whose body weight or whose rated or licensed combined body and load weight exceeds 10,000 pounds, whether such vehicle constitutes a single unit or is composed of two or more vehicles coupled together.

Truck-tractors. Any motor vehicle designed or used primarily for drawing other vehicles, and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

Sec. 134-143. - Residential truck parking requirements.

It shall be unlawful for the driver, owner or operator of an oversized commercial vehicle, as the term is defined in Section 134-1, to park the same, or permit the same to be parked, stand or remain motionless for any amount of time on any street in the city identified as a Residential District or used for residential purpose.

It shall be unlawful for any person to park or allow to be parked any oversized commercial vehicle on any property under his control on any portion of a front yard, side yard or rear yard of any area or district which is residentially zoned in accordance with Chapter 150 or used for residential purpose.

Sec. 134-144- Exceptions.

- a) Exceptions: A truck is being operated for the following limited purposes:
 - 1. A bona fide business purpose limited to pickup and delivery of goods, merchandise, or produce at a point in the city which is not accessible by a City identified truck route;
 - 2. To provide emergency medical services or conduct rescue operations for persons in health or life endangered situations;
 - 3. The operation of trucks owned or operated by the city's public utilities, or any contractor or materialman, while engaged in the repair, maintenance or construction of streets, street improvements, or street utilities within the city limits;
 - 4. To comply with an official detour order of the city or of another authorized public authority; or
 - 5. Private and public-school buses.
- b) All trucks operating pursuant to the authority of this section:
 - 1. Shall proceed only over the truck route; and
 - 2. Shall deviate only at the intersection with the street upon which such traffic is permitted, nearest to its destination point. Upon leaving the destination point, a deviating truck shall return to the truck route by the shortest route available.
- c) Parking: When engaged in a bona fide business purpose as set out in subsections (a)(1), (2), and (3) of this section, and which must be completed within a reasonable period of time.
- d) Parking of any oversized commercial vehicle in commercial or industrial zones shall be permitted and shall be in accordance with article VI of this chapter.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this this 20th day of February 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day of March 2018.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Elizabeth M. Walker, CITY SECRETARY

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

B. Discussion and consideration to approve a Memorandum of Understanding with the City of South Padre Island to provide Mobile Intensive Care Unit Ambulances March 15-17, 2018 and authorize the Mayor to execute any related documents. Possible action. (This item was tabled February 20, 2018; Staffed by the Fire Department.)

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

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to discuss.

Antonio Lopez, Fire Chief, stated there would be a net of \$2,500, including the cost of employee benefits. The Ambus will be parked at convention center, making two scheduled transports a day; meals, fuel, equipment and supplies will be reimbursed after the event. Juan E. Gonzalez, City Attorney, requested a change to the memorandum to identify the venue as Hidalgo County.

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to approve Memorandum of Understanding with the City of South Padre Island to provide Mobile Intensive Care Unit Ambulances March 15-17, 2018 amended to reflect counsel's recommendation. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve an interlocal agreement with the Weslaco Independent School District for the paving of certain school parking lots and authorize the Mayor to execute any related documents. Possible action. (There was no action on February 20, 2018; requested by Weslaco Independent School District.)

Mike Perez, City Manager, stated he is meeting with Weslaco Independent School District this week; he recommends removing the item from the agenda until the district is ready to proceed.

There was no action on this item.

VII. NEW BUSINESS

A. Discussion and consideration of a presentation from Weslaco High School on Adopt-a-Park program and park plan for Gibson park improvements for 2018 and approval of a budget amendment in the amount not to exceed \$12,000.00 to use in matching funding through WOW/Texas A&M. Possible action. (Staffed by Parks and Recreation Department.)

Ms. Yvette Castilla and Miss Brianna Miranda, reported on improvements at Gibson Park through the Working on Wellness (WOW) Coalition, highlighting upgraded benches, resurfaced basketball courts, and added mural as well as organized monthly park clean-up activities; WOW contributions total \$96,344 in grants and volunteer hours to date. She thanked the City for the \$25,000 contribution last year and requests \$12,000 matching funds for continued efforts this year, including new signs, expanded trail on the Northside, installation of sidewalks, and resurfacing of the shuffleboard as a multi-purpose play area.

Commissioner Kerr, seconded by Commissioner Pedraza, moved to approve the Adopt-a-Park program and park plan for Gibson park improvements for 2018 and approval of a budget amendment in the amount not to exceed \$12,000.00 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 502 E Agostadero, being Lots 8-9, Block 13, Ramona Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve.

Mardoqueo Hinojosa reported approximately 30 homes are examined each year for potential demolition; that list was narrowed to 15 properties because some owners complied. Notices were published February 9 and 15.

The Owner for this property applied for permit to repair the structure. The Commission has given 6 months for compliance in past action and staff recommends approval of a 6-month deadline for compliance.

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to amend and allow six months for compliance. Mayor Suarez recommended if not in compliance within the six months to bring back to the Commission for demolition order. Mayor Pro Tem Tafolla withdrew his motion.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to give the property owner a period of six months for compliance with building codes, if not bring back to the Commission for demolition consideration. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 1524 Ramos Drive, being West Tract N123.5- E78.52, Farm Tract 728 A/K/A Lot 4A, City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve

Mardoqueo Hinojosa stated the Board of Adjustments and Appeals to the Building Codes and staff recommend demolition within 60 days by owner. The property owner submitted a letter yesterday requesting time for repairs; the City Manager recommended to allow 90 days to demolish.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to amend and allow 90 days to fix property before demolishing. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 620 E Los Torritos, being Lots 5-6, Block 6, Ramona Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225. Possible action. (Staffed by Planning and Code Enforcement Department.)

Commissioner Kerr, seconded by Commissioner Lopez, moved to discuss.

Mardoqueo Hinojosa stated no action required as the owner took advantage of the Clean Sweep incentive program, through which the City paid for the roll off containers and the owner voluntarily demolished. There was no action on this item.

E. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 2009 N International Blvd., being the South 1.74 acres of the North 4.05 acres of the South 9.99 acres of Farm Tract 1040 1.74 acres net, City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa recommended demolition; however, the owner's representative requested additional time during the public hearing.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to allow the property owner six months to fix property before demolition order is issued. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 515 N Liberty, being Lots 7-8-9, Block 6, Esplanada Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa reported this is one of the homes secured during the Clean Sweep program and recommended a demolition order be issued as property owner is non-responsive.

Commissioner Kerr, seconded by Commissioner Muñoz, moved to authorize a demolition order for an unoccupied building located at 515 N Liberty as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 600 W Los Torritos, being Lots 1-2, Block 6, Esplanada Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa reported this is one of the homes secured during the Clean Sweep program and recommended a demolition order be issued as property owner is non-responsive.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to authorize the demolition order for an unoccupied building located at 600 W Los Torritos as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 300 N Pino, being Lot 11, Block 7, Northside Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for

human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa reported this is one of the homes secured during the Clean Sweep program and recommended a demolition order be issued as property owner is non-responsive.

Commissioner Kerr, seconded by Commissioner Pedraza, moved to authorize the demolition order for an unoccupied building located at 300 N Pino, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 624 E Agostadero, being Lots 3-4, Block 7, Ramona Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated this property was identified in 2017 as a dilapidated structure; the owner indicated at the time would bring into compliance. Staff recommends demolition order be issued as the property remains dilapidated; in response to Commissioner Muñoz, the junk vehicles may be removed separately.

Commissioner Muñoz, seconded by Commissioner Lopez, moved to authorize the demolition order for an unoccupied building located at 624 E Agostadero as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building located at 419 S Texas Blvd, being Lot 19, Block 33, Weslaco Original Townsite, an addition to the City of Weslaco, Hidalgo County, Texas as dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225. Possible action. (Staffed by Planning and Code Enforcement Department.)

Commissioner Pedraza, seconded by Commissioner Kerr, moved to approve.

Mardoqueo Hinojosa stated the owner requested additional time: the Board of Adjustment and Appeals granted 120 days; staff recommends 180 days.

Commissioner Pedraza, seconded by Commissioner Kerr, amended the motion to grant the owner 180-days to repair to standards. The motion carried unanimously; Mayor Suarez was present and voting.

The original motion carried unanimously.

K. Discussion and consideration to award Request For Bids 2017-18-08 North Fire Station Waterline to the lowest, most advantageous bidder and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated eleven bids were received; the estimated project cost is \$76,000 including both base bid and alternate. The Irrigation District will perform the alternate for the amount of \$1,389.00; therefore staff recommends awarding O.M.T., which was the second lowest for the base plus alternate but the lowest respondent for the base bid in the amount of \$55,284.50. The City Manager noted the respondent is an approved vendor with North Alamo Water Supply Corporation.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to award Request For Bids 2017-18-08 North Fire Station Waterline to O.M.T Utilities for the base bid in the amount of \$55,284.50 as the most advantageous bidder and authorize Mayor to execute any related documents. The motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration to approve change order or decline City participation for Midway Mobile Subdivision sanitary sewer upgrade. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve.

Mardoqueo Hinojosa stated the engineer of record requested \$140,000 more for dewatering; staff requested a Geotechnical Report which indicates the water table is at 7-8 feet. Staff recommends keeping the original depth of the sanitary sewer line, with the City to pay for the upgrade from 8-inch to 12-inch line and not pay any dewatering costs. He recommended no action on the item.

Mayor Pro Tem Tafolla rescinded the motion. There was no action on this item.

M. Discussion and consideration to amend Republic Services agreement to allow for additional charges for overfilling of commercial trash dumpsters in the amount of \$37.50 per yard and authorize the Mayor to execute any related documents. Possible action. (There was no action on February 6, 2018; Staffed by City Manager.)

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve.

Omar Rodriguez, Republic Services, requested specific language in the contract to identify a charge for overfilled commercial containers in the amount of \$37.50 effective May 1, 2018.

In response to Mayor Suarez, Omar Rodriguez stated the goal is to motivate the account holder to right-size their container. The City Manager stated under contract terms, Republic Services notifies account holders, providing copy of that documentation to the City; the City then sends notification to account holders on next billing cycle of the additional surcharge giving them an opportunity to upsize container. However, there is no additional charge identified in the contract or fee schedule.

Mr. Rodriguez stated by ordinance it is the responsibility of the account holders to avoid overfill; they can get a container lock, enclose the container, or install cameras to mitigate any illegal dumping. The City Manager stated other options are to increase the size of containers, number of containers, and number of scheduled pick-ups.

Commissioner Muñoz requested notification to the accountholders before any fee imposed; Commissioner Pedraza suggested amending the ordinance to require enclosure and lock. The City Attorney suggested developing an appeal process for customers.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, rescinded the original motion and moved to table item M and N until the first meeting in April so Republic Services and City can educate customers of potential overfill surcharge. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration to approve Ordinance 2018-06 amending the Master Fee Schedule to reflect the overfill charges and authorize the Mayor to execute any related documents. First Reading of Ordinance 2018-06. Possible action. (There was no action on February 6, 2018; Staffed by Finance Department.)

Tabled by previous action on item M.

O. Discussion and consideration to amend the contract with Republic Services to adjust the residential and commercial rates by 3.46% effective as of April 1, 2018 in accordance with the solid waste agreement, and authorize the Mayor to execute any related documents. Possible action. (Requested by Republic Services.)

The City Manager stated Republic Services can increase rates under the contract terms based on the Consumer Price Index for water and sewer; this does not raise rates on the customers but increases the City cost by \$0.31/customer. The Mayor expressed he would not like to raise rates on our customers.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve amending the contract with Republic Services to adjust the residential and commercial rates by 3.46% effective as of April 1, 2018 in accordance with the solid waste agreement, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VIII. REPORTS

A. Quarterly Financial Report by Finance Department. Possible action to accept and file.

Mary Barrera stated the fourth quarter financial report was subject to audit adjustments, presenting assets, cash and equivalents totaling \$10,579,537, liabilities of \$3,039,639.00, unassigned fund balance of \$6,748,748.00. Total revenues were \$24,901,761 which represents 5% more than budgeted for the general fund; total expenditures budgeted was \$24,038.474 and actual was \$24,030,081. The fund balance beginning of fiscal year was \$8,103,073 and ending balance \$7,539,899 with 91 days in working capital.

Water and sewer operations total assets are \$94,732,132, total liabilities are \$63,703,069, \$31,029,064 invested in capital assets; long term debt (bonds) of \$57,403,641 with 27 days in working capital in the enterprise fund. The solid waste fund unreserved fund equity \$2,825,602 includes \$2 million loan advanced to water and sewer. Airport expenditures were \$691,165 over but all towards construction in progress to be recognized later as a depreciable asset.

First quarter this fiscal year had \$17.8 million in assets and \$8.7 million in liabilities, as the City collects most taxes in front end of the year, depleting over the year and bond payments made in February. Sales tax deposits are 3% higher than last year. Staff recommends approval to accept and file as presented.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to accept and file the Quarterly Financial Reports as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Quarterly Investment Report by Finance Department. Possible action to accept and file.

Mary Barrera, Finance Director, reviewed the quarterly investment report ending December 31, 2017, with cash on deposit \$14,820,552 and interest earned \$37,173.06, held in BBVA, TexPool, Tex Pool Prime, and two Certificates of Deposit with an average return rate of 0.89%. The report is in full compliance with the investment policy and recommends approval.

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to accept and file the quarterly investment report ending December 31, 2017 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Report by Weslaco Area Chamber of Commerce.

Doug Croft, Chamber CEO, reported on the digital media campaign, through which they geofenced the Space Coast Bird Festival and received \$116,000 in media impressions. They recently hosted travel writers whose articles appear in 130-150 newspapers.

D. Report by Economic Development Corporation of Weslaco.

Marie McDermott, Executive Director, reported on UTRGV CIC and Tower Theater construction projects. The summary leads had four projects closed in 2018, resulting in 36 jobs with \$4.8 million in capital investment.

E. Report by Inframark.

In the absence of George Quillantan, a representative from Inframark advised no issues to report.

F. Report by Planning and Code Enforcement.

Mardoqueo Hinojosa reported Villegas at Westgate has been recorded; Villa Verde and Regency apartments should be sub-leasing soon. Commissioner Muñoz requested the trends in permits issued for new construction to be included in the next report.

G. Report by Public Works.

Pete Garcia, Public Works Director, reported on coordinated efforts with Rio-Valley Switching Co. for repairs of the railroad tracks at Utah Avenue; Isaac Rodriguez Splash Pad sewer line being installed; Adams Street waterline being replaced and lowered. Also, the recycling program is adding more drop-off containers throughout the City.

IX. EXECUTIVE SESSION

At 7:55 p.m. Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:50 p.m. Mayor Suarez announced the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

There was no action.

B. Personnel - Discussion with the City Manager regarding an employment agreement with Joel Rivera as Police Chief as authorized by §551.074 of the Texas Government Code.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to authorize an employment contract with Joel Rivera as Police Chief with an annual salary of \$99,000 and pay adjustment of \$5,000 upon successful probationary period, providing severance pay of six months and assignment of a City vehicle. The motion carried unanimously; Mayor Suarez was present and voting.

C. Legal Consultation - Seek City Attorney opinion relating to the mediation with CDM as authorized by §551.071 of the Texas Government Code.

There was no action.

D. Real Property – Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property consisting of 14.73 acres more or less out of Farm Tracts 683, 691, and 692 as authorized by §551.072 of the Texas Local Government Code.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to authorize the purchase of real property consisting of 14.73 acres more or less out of Farm Tracts 683, 691, and 692 as discussed in executive session and authorized the Mayor to execute any related documents. The motion carried unanimously; Mayor Suarez was present and voting.

XI. ADJOURNMENT

Commissioner Muñoz, seconded by Mayor Pro Tem Tafolla, moved to adjourn at 8:55 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker

MAYOR PRO-TEM, Gerardo “Jerry” Tafolla

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1582	
From: Arnold Becho, Maricarmen Garcia			
Subject: Approval of the reapplication to the South Texas Literacy Coalition grant for free books with no local match required and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)			
Background: The South Texas Literacy Coalition, a non-profit organization dedicated to the coordination of literacy services. The STLC is interested in funding the distribution of books for programs where the need is great. The books go to community members and are distributed during literacy events. The audience focus is children. There is no fiscal obligation. The library seeks to remain a partner. Past partnerships have been very positive.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time			
Maricarmen Garcia		Created/Initiated	
Arnold Becho		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: memo - Request to Approve partnership with South Texas Literacy Coalition, RequestforProposalPacket -Revised2017			
Responsibilities upon Approval: The library will execute the agreement and return it to STLC. The library will then work with STLC to coordinate and document book dispersal events.			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

March 8, 2018

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Jose Rodriguez, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner
CC: Martin J. Mata, Maria Barrera
Fr: Arnoldo Becho, Library Director
Re: Request to participate in the South Texas Literacy Coalition free book distribution program.

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

Planning and documentation is required of participating organizations but there is no fiscal obligation. The library seeks to remain a partner indefinitely, so long as there is never any fiscal responsibility. Past partnerships have been very positive.

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

Thank you for the time,

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



COVER SHEET

South Texas Literacy Coalition Book Distribution Proposal

Organization Name:

Address:

Primary Contact:

Phone:

Email:

We are in agreement with the terms and conditions outlined in the request for proposals from the STLC for the book distribution initiative.

Signature:

Name:

Title:

Today's Date:

Date of Proposed Event:

(Must be at least 4-6 weeks from the date of the proposal.)

**Please send in pages 1 and 2 of the proposal request ONLY. Fax:
956-380-3902 or mail to 108 N. Jackson Rd., Suite 32, Edinburg, TX 78541**

**Please read the terms of agreement and requirements and keep for you files so that you can
comply with the reporting summary request.**



**Request for Proposal – South Texas Book Initiative
South Texas Literacy Coalition**

From: _____ **Today's date:** _____
Agency/Organization

Type of event you are having (literacy festival, parent conference, in-service): _____

Title of the Event: _____

Date/Time of the event: _____
(Must be at least 4-6 weeks from the date of the proposal.)

Number of books requested; grade/reading level (K-5, Middle School, High School, or all):

Number of books	Grade/Reading Level

Other program request (are you also requesting a speaker? exhibitor?) from the STLC:

Introduction - Your organization's qualifications, including your organization's background, primary mission, and history.

Statement of Need (Demographic information for your area (geographic location, population, median income level, households), project goals and objectives, target population, project activities, staff responsible for your project)

South Texas Literacy Coalition, 108 N. Jackson Road, Suite 32, Edinburg, TX 78541; (956)
292-0257 or (956) 279-1689; www.southtexaslitcoalition.org; stxliteracy@gmail.com.

Short summary of the type of impact the approval of this request can have on your program



Terms and Agreement

Summary

The South Texas Literacy Coalition, a non-profit organization dedicated to the coordination of literacy services, envisions South Texas as a community where every child and adult is a life-long learner skilled with the highest levels of literacy. The STLC is interested in funding the distribution of books for programs where the need is great, i.e. community-based organizations, faith-based organizations, schools, community centers, or grass-roots organizations who serve at-risk populations.

Program Impact

The Book Distribution Initiative is designed as a community outreach project to promote reading, family literacy, and educational achievement and can be utilized to enhance an organization's program outreach initiatives.

Eligibility

Collaborators/partners eligible for the program include non-profit organizations, community-based organizations, faith-based organizations, grass-roots organizations and schools.

Administrative Requirements

To ensure that each project follows the purpose stated in the proposal, funded organizations will be required to submit:

Before the event -

- An action plan narrative providing a description of the educational event or activity being planned to complement the book distribution

After the event – Form attached

- Documentation of the event and outreach efforts by providing information on the –
 - Number of attendees (children and adults)
 - Number of books distributed
 - Photos
 - Evaluation form for participants
 - Evaluation summary

NOTE: Under no circumstances will the books distributed through the STLC be sold or used in fundraising of any type.

Acquisition of Books

Depending on the type of activity/event, STLC staff will make every effort to prepare book requests on a timely basis. If the event is a family literacy festival or fair, STLC staff (schedules permitting) will attend the event, set up a book exhibit for distribution, and interact with participants.



On other occasions when the presence of STLC staff is not required, books can be picked up at the STLC office upon arrangement with the STLC staff – (956) 292-0257 or (956) 279-1689.

Using the STLC Book Distribution Initiative Evaluation Questionnaire

The South Texas Literacy Coalition encourages the use of this brief evaluation form at literacy events where our books are being distributed. The information gathered from these events provides rich and important qualitative information from parents about family reading habits.

The evaluation form is bilingual with only 10 questions to answer. After the event the collaborating agency can review the forms and summarize them for the event and include the summary in the Post-event Summary Report. Another option is to turn in the evaluation forms to the STLC for tabulating and summarization. In either case, a summary of the event will need to be included in the final report.

It is recommended that the forms be given out at the beginning at the event and then collected at the table where the books are being distributed. The evaluation form is the incentive to receive a free book! It is customary that at our book distribution events each person attending may select ONE book from the entire selection. We have found that this is important to clarify because when books are free some individuals want to take one book from each title. Obviously, we want the books to be available to as many participants, especially children and students, as possible and that is why we limit distribution to one book per person.

We need photos of the event to help document our outreach and partnerships throughout our service area for our sponsors and donors. Please make copies of the following publicity release form to use when taking photos of individual persons and always ask - “May I/We take your picture?” And “Please sign this release form allowing us to use this photo to show how successful our event was.”



Book Distribution Post-Event Summary Form

To be completed and returned to STLC Office by email or fax within 2 weeks of the event.

Name of organization: _____

Date of Event: _____ Location _____

Number of attendees (children and adults): _____

Number of books distributed: _____

Number of books left-over for future distribution: _____

Did you use an evaluation form for the participants? ☐ Yes ☐ No

Evaluation Summary (from evaluations forms or staff evaluation):

Please attach/email photos of your event to stxliteracy@gmail.com.

Thank you for partnering with the STLC!



South Texas Literacy Coalition Book Distribution Initiative Evaluation Form



Place an "X" under the smiley face that best describes your answer.

Ponga una "X" debajo de la carita más apropiada.

		Excellent/ Excelente	Fair/ Más o menos bueno	Poor/ No me gustó
1.	How did you like the event? ¿Cómo le gustó este evento?			
2.	Quality of information that you received. ¿Calidad de la información que recibió?			
3.	Literacy activities?/ ¿Actividades de lectura?			
4.	Do you feel that you learned something? / ¿Piensa que aprendió algo?			

5.	Do you have books or other reading materials at home? / ¿Tiene usted en su hogar libros, revistas, e otros materiales para leer?	<u>Yes</u> ☐	<u>No</u> ☐
----	--	-------------------------------------	------------------------------------

6.	How many minutes per day do you spend reading to your child? ¿Cuántos minutos por día pasa usted leyendo con sus hijos?	☐ less than 10 minutes / menos de 10 minutos ☐ 20 minutes/minutos ☐ 30 minutes/minutos ☐ 45-60 minutes/minutos ☐ more than 60 minutes/más de 60 minutos
----	--	---

7. Level of family income/*Nivel de ingresos de la familia*:

<i>J</i>	Income/ <i>Ingresos</i>
☐	Less than \$9,999/ Menos de \$9,999
☐	\$10,000 - \$14,999
☐	\$15,000 - \$24,999
☐	\$25,000 - \$34,999
☐	\$35,000 - \$49,000
☐	\$50,000 - and above (\$50,000 o más)
☐	I prefer not to answer/ <i>Prefiero no responder</i>

9. Would you and your family like to participate in other literacy and school success events? / ¿Le gustaría a usted y a su familia participar en otros eventos de lectura y éxito escolar? ☐ Yes/ Si ☐ No

10. Comments or suggestions/*Comentarios o sugerencias*:

Photograph and Publicity Release Form

I, _____, give _____ and, the South Texas Literacy Coalition (STLC), permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of _____ activities. I agree that the _____ and STLC have complete ownership of such pictures, etc., including the entire copyright, and may use them for educational promotion purposes consistent with the mission of these organizations. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, and any promotional or educational materials in any medium now known or later developed, including the Internet. I acknowledge that I will not receive any compensation, etc. for the use of such pictures, etc., and hereby release the _____ / STLC and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.

I have read and understood this consent and release.

I give my consent to the _____ / STLC to use my name and likeness to promote the _____ program, its fiscal agent, and/or their activities.

Signature

date

Parent / legal guardian (if age 17)

date

I do not give my consent to the _____ ***and STLC*** to use my name and likeness to promote the _____ program, its fiscal agent, and/or their activities.

Signature

date

Parent / legal guardian (if age 17)

date



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2017-821
From: Arnold Becho		
Subject: Approval of the renewal of the Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System (HCLS) and authorize the Mayor to execute any related documents. (Staffed by the Library.)		
Background: For over a decade the Mayor Joe V. Sanchez Public Library has been a valued member and contributor to HCLS. Through participation with the County, the library receives services and funding which allow for maintenance of accreditation, access to the county Electronic Library, expansion of resources, and many other important functions. This year's allotment is approximately \$14,000 after deduction of Library Automation System costs. The primary responsibility of this Interlocal agreement is provision of library services to individuals outside of Weslaco, with the understanding that Weslocoans would be able to visit other HCLS libraries as well.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission: NA		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA		
Advisory Review, if any (name of board/committee, date of action, recommendation): Library Board recommends approval.		
Arnold Becho Arnold Becho Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: memo - Request to Approve 2018 Interlocal with HCLS, Interlocal HCLS 2018		
Responsibilities upon Approval: Signatures are required of the Mayor, City Secretary, and City Attorney. Three originals have been provided. Two should be sent to the Mayor Joe V. Sanchez Public Library, which will transmit the document to the county, another should be kept by the City.		

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

March 8, 2018

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Jose Rodriguez, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner
CC: Maria Barrera, Martin J. Mata
Fr: Arnoldo Becho, Library Director
Re: HCLS Interlocal Agreement

For over a decade the Mayor Joe V. Sanchez Public Library has partnered with the Hidalgo County Library System to share resources and provide library services to all residents of Hidalgo no matter the library they visit. The partnership is a large success. In addition to sharing knowledge and increasing services to the public, we also receive some funding from Hidalgo County as a result of the partnership. The county pays the licensing fee for the catalog system and provides a stipend of approximately \$14,000 to the library's budget to be used for purposes directly benefiting the public.

The agreement asks that we provide library services to all members of the county and share resources with our partner libraries. This requirement is already part of our core mission and a very feasible expectation. No additional funding is required of the agreement.

Through participation with the County, the library receives services and funding which allow for maintenance of accreditation, expansion of resources, and many other important functions. The library strongly recommends approval.

Please feel free to contact me with any questions, I will be happy to provide additional information.

Thank you for the time,

Arnoldo Becho
Library Director, City of Weslaco
Mayor Joe V. Sanchez Public Library
525 S. Kansas, Weslaco TX
abecho@weslacopl.us
(956) 973-3144

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF WESLACO, TEXAS**

This Agreement is made effective as of this 27th day of February, 2018, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF WESLACO, TEXAS hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2018; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

latter shall prevail, but in such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Ramon Garcia, Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of Weslaco, Texas
Attn: City Manager
255 S Kansas Ave
Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

13. Assignment. This Agreement shall not be assignable.

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

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms

17. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this 27th day of February, 2018.

HIDALGO COUNTY, TEXAS

Ramon Garcia
Ramon Garcia, Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 2/27/18 gms



CITY OF WESLACO, TEXAS

David Suarez, Mayor

ATTEST:

By: _____
Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: Josephine R. Solis
Josephine R. Solis

CITY:

By: _____

_____, City Attorney

INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF WESLACO,
TEXAS – HIDALGO COUNTY LIBRARY SYSTEM

MOTOR VEHICLE PURCHASE ORDER

Seller WESLACO FORD LLP Salesperson HOUSE DEAL Date 02/26/2018
 Purchaser PONCE Home Phone: _____ Bus. Phone: _____ E-Mail: _____
 Address _____ City _____ State _____ Zip _____
 Expected delivery is to be made FEBRUARY 26th, 2018 or as soon thereafter as possible. It is agreed, however, that neither the Seller nor the

Manufacturer/Distributor will be liable for failure to effect delivery. DEAL # 120479
 Purchaser offers to purchase from Seller under the terms and conditions specified, the following described motor vehicle:

AT THIS DEALERSHIP • A customer may obtain their own financing. • The finance charge may be negotiable. • The dealership may assign the retail installment contract. • A person may acquire a retail installment contract or an outstanding balance under a "contract" from		another person on the terms, including the price, to which they agree. No person acquiring or assigning a retail installment or any balance under a contract, has any duty to disclose to any other person the terms on which a contract or balance under a contract is acquired, including any discount or difference between the rates, charges, or balance under the contract and the rates, charges, or balance acquired (Finance Code § 348.301).	
DESCRIPTION OF SALE UNIT: ☐ New Make: <u>RAM</u> Color: <u>WHITE</u> ☐ Demo Model: <u>1500</u> Stock No.: <u>1146050</u> ☐ Executive/Official Cyl.: <u>8</u> Upholstery: _____ ☒ Used Body Style: <u>2WD CREW 149 TRD</u> License No.: <u>41344</u> ☐ Certified Used (CPO) Odometer Reading: _____ Year: <u>2014</u> VIN: <u>1C6RR6S15ES148050</u> Key Nos.: _____		PRICE OF UNIT N/A \$ N/A N/A \$ N/A N/A \$ N/A N/A \$ N/A Sub-Total \$ 22995.00 Rebate \$ N/A Trade-In \$ 10500.00 Sub-Total \$ 10500.00 \$ 52.43 **Dealer's Inventory Tax \$ N/A State Motor Vehicle Sales Tax \$ N/A Other Taxes \$ 110.00 License and/or Registration Fee \$ 28.00 Certificate of Title Fee \$ 7.00 Vehicle Inspection Fee \$ N/A Emission Inspection Fee \$ 150.00 *Documentary Fee (see below) \$ 12842.43 Sub-Total \$ 12842.43 Less Cash With Order \$ N/A Add Balance Owed on Trade-In \$ N/A Unpaid Balance \$	
USED CAR TRADE-IN: Year: <u>2010</u> Make: <u>DODGE TRUCK</u> Model: <u>RAM 1500</u> Cylinders: <u>8</u> Body Style: <u>CREW 140.5WB 4X</u> License No.: _____ VIN: <u>1D7RB1CP2AS144936</u> Lienholder: _____ Lienholder Address: _____ Payoff Amount: <u>N/A</u> Good Until _____ Payoff Phone # _____ Payoff Verified By _____ Child support Lien: ☐ Yes ☐ No Amount: \$ _____ N/A Payable to: _____ Restitution Lien: ☐ Yes ☐ No Amount: \$ _____ N/A Payable to: _____ Trade-In Allowance: \$ <u>10500.00</u> Title: _____ Reconditioned: ☐ Yes ☐ No Balance Owed on Trade-In: \$ _____ N/A Flood Damage: ☐ Yes ☐ No Net Allowance on Trade-In: \$ <u>10500.00</u> Rebuilt Salvage: ☐ Yes ☐ No Odometer Reading: <u>103111</u> Nonrepairable: ☐ Yes ☐ No			

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, PONCE state that the odometer now reads 103111 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☒ (2) I hereby certify that the odometer reading is NOT the actual mileage. **WARNING — ODOMETER DISCREPANCY.**

***A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL LA LEY NO EXIGE QUE SE IMPONGA. UN CARGO DOCUMENTAL PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY.**

DISCLAIMER OF WARRANTIES

The above-described vehicle sold by Seller is sold as is, without either express or implied warranties of any kind by Seller, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a written warranty by, or service contract with Seller covering the described vehicle is delivered to Buyer in conjunction with or within 90 days following the time of the sale, but such vehicle or any of its component parts may be subject to warranty by the manufacturer thereof.

****The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicles inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.**

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier provision que establezca lo contrario y que aparezca en el contrato de venta.

If credit purchase, this is an offer to purchase only. Purchaser offers to purchase vehicle on credit on terms described herein and no contractual relationship is created hereby. This order does not constitute an agreement for the extension of credit.

Manufacturer reserves the right to change the price to Seller of new vehicles without notice. In the event that the price to Seller of the new car ordered hereunder is so changed, prior to delivery to Purchaser, Purchaser agrees that the cash delivered price will be changed accordingly. If the Purchaser's used car trade-in is not to be delivered to the Seller until delivery of the new car, the trade-in will be reappraised at that time and Purchaser agrees that such reappraised value shall determine the allowance made for such trade-in.

Purchaser agrees to deliver the original bill of sale and the title to any trade-in herein along with the delivery of such trade-in and further agrees to execute any and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Purchaser warrants such trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Purchaser further warrants that such trade-in has not been salvaged, reconditioned, or flood damaged and that the emission controls have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed.

Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by a government agency, upon which Seller has relied.

It is expressly agreed to and understood by Purchaser and Seller that in the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Purchaser has paid the Seller for the vehicle.

Buyer agrees to all the above listed charges.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This PROVISION applies to this contract only if the vehicle financed in the contract was purchased for personal, family, or household use.

ARBITRATION CLAUSE:

IMPORTANT - PLEASE REVIEW - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION, RATHER THAN IN COURT OR BY JURY TRIAL.

2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLAIM YOU MAY HAVE AGAINST US. YOU WILL GIVE UP ANY RIGHT TO CLASS ARBITRATION AND TO ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

If either you or we elect, any claims or disputes arising out of this transaction, or relating to it, will be determined by binding arbitration and not by court action. This includes all claims and disputes arising out of, or relating to, the vehicle, your credit application, this contract, the sale or financing of the vehicle, and any collection activities.

This Arbitration Clause applies to any claims or disputes between you and anyone to whom we transfer this contract, whether or not they sign this contract. It also applies to our employees and agents, whether or not they sign this contract.

Budget Case: 21479
 18-02022
 P.O. No.:
 Please Process Payment



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1589	
From: Robert Lopez			
Subject: Authorization to allow Weslaco Police Department to conduct an weapon/equipment trade through Buyboard with GT Distributors, Inc. and authorize the mayor to execute any related documents. (Staffed by the Weslaco Police Department.)			
Background: The Weslaco Police Department conducted an inventory of all their weapons and found that many of those weapons were outdated, unused or not functioning. An inventory was sent to GT Distributors of those weapons and they proposed a company credit to be used to obtain new weapons and equipment needed by the police department. GT Distributors will allow current police officers to purchase weapons from them.			
Funding Source (budget code, if applicable): GT Distributors			
Amount: \$0.00	Term of Impact:	Identified in Current Budget: No	
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):			
Robert Lopez		Created/Initiated	
Ted Walensky		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: GT Distributors Gun Trade Quote #QTE0083661, WPD Weapons Inventory Trade List			
Responsibilities upon Approval: Weslaco Police Department will be responsible for all paperwork related to gun transfer and buy back program.			



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Quote	QTE0083661
Date	3/5/2018
Page:	1

Bill To:

Weslaco Police Department
901 North Airport Drive
Weslaco TX 78596-5033

Ship To:

Weslaco Police Department
901 North Airport Drive
Weslaco TX 78596-5033

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
180305 GUNTRADE	000610	RT		NET 15	0/0/0000	1,758,367
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
1	LOT OF GUNS*	Lot Of Guns -	EA	(\$21,560.00)	(\$21,560.00)	
3	MOSS-50420	Mossberg-Spec Purpose LE 12 Ga. 18 Inch Sh	EA	\$413.38	\$1,240.14	
3	HOG-05042	Hogue Mossberg 500 OM Stock LL Org	EA	\$74.85	\$224.55	
5	SPRF-ST916556B	Springfield Saint 5.56 16"Bbl Black Pmag Gen	EA	\$664.40	\$3,322.00	
5	VORTEX-SF-RG-501	Vortex Vortex StrikeFire II Red Dot (4 MOA Red	EA	\$148.22	\$741.10	
20	GLOCK-PG22507	Glock-Model 22-GEN IV .40 -Glock Night Sight	EA	\$409.00	\$8,180.00	
3	GLOCK-PG27507	Glock-Model 27-GEN IV .40 -Glock Night Sight	EA	\$409.00	\$1,227.00	
15	GLOCK-MF22115	Glock 22 Magazine 15 Rd .40	EA	\$20.50	\$307.50	
10	GLOCK-MF01285	Glock 27 Magazine Plus one 10 Rd Magazine	EA	\$30.00	\$300.00	
14	BH-70GS17BK	Blackhawk Swift Sling Universal	EA	\$24.57	\$343.98	
2	BH-56M6FBBK	Blackhawk Omega M-16/Flashbang Thigh Pou	EA	\$39.87	\$79.74	
5	STL-88059	Streamlight ProTac Rail Mount 2 Long Gun Lig	EA	\$79.80	\$399.00	
1	511-59341-019-L	511 Tac Ak2 Glove Black Large	PR	\$38.82	\$38.82	
1	511-59341-019-M	511 Tac Ak2 Glove Black Medium	PR	\$38.82	\$38.82	
1	DT-1425*	DefTec LMT 40mm L.W. Single Launcher	EA	\$639.20	\$639.20	
2	DT-1033*	Def-Tech-Inert Flameless Smoke Grenade	EA	\$30.92	\$61.84	
4	DT-8933*	Def Tech Low Roll DD Reloadable	EA	\$44.16	\$176.64	



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Quote	QTE0083661
Date	3/5/2018
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Weslaco Police Department
901 North Airport Drive
Weslaco TX 78596-5033

Ship To:

Weslaco Police Department
901 North Airport Drive
Weslaco TX 78596-5033

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
180305 GUNTRADE	000610	RT		NET 15	0/0/0000	1,758,367
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
3	DT-1260*	Def-Tec 37/40Mm, Liquid	EA	\$20.16	\$60.48	
4	DT-1263*	Def-Tec 37/40Mm Liquid	EA	\$16.20	\$64.80	
10	DT-8901-HH*	Defense Technology #25 12gram reload High t	Each	\$25.24	\$252.40	
1	DT-6525*	Def-Tec-24 Shot Training Kit	EA	\$375.00	\$375.00	
3	DT-6325LE*	Def Tec eXact iMPact 40mm Sponge Rd Extens	EA	\$255.56	\$766.68	
1	DT-7009*	Def Tec DD Cleaning Maintenance Kit	EA	\$50.04	\$50.04	
2	DT-8930*	DT DD Transport Box Type 3 Magazine #8930-	EA	\$103.20	\$206.40	
3	DT-1064*	Def Tech-Military Style Smoke-Blue	EA	\$36.68	\$110.04	
2	DT-8922T*	LowRoll II DD Reload Training Body	EA	\$39.20	\$78.40	
15	DT-1697T*	Defense Technology Low Roll Distraction Devic	EA	\$11.60	\$174.00	
30	DT-3027*	Def-Tech-#23 12 Ga. Bean Bag.	EA	\$4.28	\$128.40	
3	DT-1292*	Def-Tec 40Mm Powder	EA	\$19.00	\$57.00	
3	DT-6420*	Defense Technologies 40mm BIP Collapsible	Each	\$25.20	\$75.60	
5	DT-3012*	Def-Tec #23Cs 12 Ga Projectile	EA	\$5.76	\$28.80	
5	DT-3090*	Def-Tec #T230C Powder Filled	EA	\$5.76	\$28.80	
5	MFT-RSG	MFT REACT Short Vertical Grip	EA	\$17.99	\$89.95	
4	511-71049-477-L	511 Performance Polo Range Red Large	EA	\$27.51	\$110.04	
		SPECIFY SIZE				

GT Distributors - Austin
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Date	3/5/2018
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Weslaco Police Department
901 North Airport Drive
Weslaco TX 78596-5033

Ship To:

Weslaco Police Department
901 North Airport Drive
Weslaco TX 78596-5033

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
180305 GUNTRADE	000610	RT		NET 15	0/0/0000	1,758,367
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
4	511-41180-724-L	WHEN ORDERED 511 Utility Polo Dark Navy Sz Large Short Slee	EA	\$17.91	\$71.64	
4	511-74251-120-32-32	SPECIFY SIZE WHEN ORDERED 511 Tactical Pant Coyote W32 L32	PR	\$35.19	\$140.76	
4	511-74251-055-32-32	SPECIFY SIZE WHEN ORDERED 5.11 Pant-W32-32L-Khaki	EA	\$35.19	\$140.76	
20	MAGPUL-MAG571-BLK	SPECIFY SIZE WHEN ORDERED Magpul PMAG 30 AR/M4 GEN M2 MOE 5.56x45	EA	\$10.62	\$212.40	
10	MAGPUL-MAG518-BLK	Magpul MS4 Dual QD Sling GEN2 Black	EA	\$48.40	\$484.00	
1	NOTES:	Notes: Trade assumes box and 3 magazines. Ref: Glock pistols *Subtract \$5.00 for missing gun box *Subtract \$18.00 for missing magazines	EA	\$0.00	\$0.00	
1	NOTES:	Notes: All guns must be fully functional to receive full trade value.	EA	\$0.00	\$0.00	
1	NOTES:	Notes: The agency is responsible for packaging and all freight charges on trades to G T Distributors.	EA	\$0.00	\$0.00	
		Quotation reflects Buyboard Contract 524-17				



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Quote	QTE0083661
Date	3/5/2018
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Bill To:

Weslaco Police Department
901 North Airport Drive
Weslaco TX 78596-5033

Ship To:

Weslaco Police Department
901 North Airport Drive
Weslaco TX 78596-5033

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
180305 GUNTRADE	000610	RT		NET 15	0/0/0000	1,758,367
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
1	NOTES:	Contract period 04/01/17-03/31/18. Fax BuyBoard PO's to 1-800-211-5454 only. Notes: ALL UNIFORM ITEMS Quotation reflects Buyboard Contract 506-16 Contract period 05/01/16-04/30/18. Fax BuyBoard PO's to 1-800-211-5454 only.	EA	\$0.00	\$0.00	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesperson is Chris Black. Thank You.

Subtotal	(\$533.28)
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	(\$533.28)

**WESLACO POLICE DEPARTMENT
WEAPONS INVENTORY**

SHOTGUN INVENTORY

MOSSBERG	500	#1	-	P069381	MOSSBERG	500	#2	-	P066518
MOSSBERG	500	#3	-	P066526	MOSSBERG	500	#4	-	P298429
MOSSBERG	500	#5	-	P298441	MOSSBERG	500	#6	-	P069386
MOSSBERG	500	#7	-	L964381	MOSSBERG	500	#8	-	P069387
MOSSBERG	500	#9	-	P069369	MOSSBERG	500	#10	-	P069377
MOSSBERG	500	#11	-	P298426	MOSSBERG	500	#12	-	P066605
MOSSBERG	500	#13	-	L913821	MOSSBERG	500	#14	-	L964431
MOSSBERG	500	#15	-	P298439	MOSSBERG	500	#16	-	P274799
MOSSBERG	500	#17	-	P066607	MOSSBERG	500	#18	-	P06610
MOSSBERG	500	#19	-	P298440	MOSSBERG	500	#20	-	P282377

PATROL RIFLE INVENTORY

RUGER	MINI-14	196-99665
RUGER	MINI-14	196-93980
RUGER	MINI-14	197-00023
RUGER	MINI-14	197-00062
REMINGTON	870 MAGNUM	W687163M
REMINGTON	870 MAGNUM	W687147M

CID INVENTORY

HI STANDARD	K-120(RIOT18-7 RS)	12 GA.	3114618
H&R REISING	MODEL 50	45 CAL.	90494
WINCHESTER	1200 DEFENDER	12 GA.	L1333623
INTERARMS	M76/FS "VALMET"	.223 CAL	155468
VOLUNTEER ENTERPRISES INC.	COMMANDO MARK45	45 CAL.	34526
REMINGTON	870 MAGNUM	12 GA.	W687153M
REMINGTON	870 MAGNUM	12 GA.	W687139M

INVENTORY LIST

TOTAL INVENTORY VALUE: \$49,830.00

INVENTORY ITEMS: 152

INVENTORY PICK LIST

LOOKUP

DESCRIPTION	BRAND	OFFICER	MODEL	QTY	SERIAL NUMBER	VALUE	OWNER
HANDGUN	GLOCK	Justin Mandujano	40 GEN 2	1	CBX050	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX051	\$250.00	CHIEF
HANDGUN	GLOCK	PD Equipment RM	40 GEN 2	1	CBX052	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX053	\$250.00	CHIEF
HANDGUN	GLOCK	PD Equipment RM	40 GEN 2	1	CBX054	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX055	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX056	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX057	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX058	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX059	\$250.00	CHIEF
HANDGUN	GLOCK	Eric Rangel	40 GEN 2	1	CBX060	\$250.00	CHIEF
HANDGUN	GLOCK	Jorge Torres	40 GEN 2	1	CBX062	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX063	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX064	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX065	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX066	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX067	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX068	\$250.00	CHIEF
HANDGUN	GLOCK	Christian Tamez	40 GEN 2	1	CBX069	\$250.00	CHIEF
HANDGUN	GLOCK	Francisco Rivera	40 GEN 2	1	CBX070	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX071	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX072	\$250.00	CHIEF

DESCRIPTION	BRAND	OFFICER	MODEL	QTY	SERIAL NUMBER	VALUE	OWNER
HANDGUN	GLOCK	PD Equipment RM	40 GEN 2	1	CBX073	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX074	\$250.00	CHIEF
HANDGUN	GLOCK	PD Equipment RM	40 GEN 2	1	CBX075	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX076	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX077	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX078	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX079	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX080	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX081	\$250.00	CHIEF
HANDGUN	GLOCK	Rene Carmora	40 GEN 2	1	CBX082	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX083	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX084	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX085	\$250.00	CHIEF
HANDGUN	GLOCK	Leonel Cantu	40 GEN 2	1	CBX086	\$250.00	CHIEF
HANDGUN	GLOCK	PD Equipment RM	40 GEN 2	1	CBX087	\$250.00	CHIEF
HANDGUN	GLOCK	Jesus Ramon	40 GEN 2	1	CBX088	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX089	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX090	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX091	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX092	\$250.00	CHIEF
HANDGUN	GLOCK	Raul Hernandez	40 GEN 2	1	CBX093	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX094	\$250.00	CHIEF
HANDGUN	GLOCK	Marco Siller	40 GEN 2	1	CBX095	\$250.00	CHIEF
HANDGUN	GLOCK	Justin Becerra	40 GEN 2	1	CBX096	\$250.00	CHIEF
HANDGUN	GLOCK	PD Equipment RM	40 GEN 2	1	CBX097	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX098	\$250.00	CHIEF

DESCRIPTION	BRAND	OFFICER	MODEL	QTY	SERIAL NUMBER	VALUE	OWNER
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX0099	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX0100	\$250.00	CHIEF
HANDGUN**	GLOCK	Stolen	40 GEN 2	1	CBX0101	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX0102	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX0103	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX0104	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX0105	\$250.00	CHIEF
HANDGUN	GLOCK	PD Equipment RM	40 GEN 2	1	CBX0106	\$250.00	CHIEF
HANDGUN	GLOCK	PD Equipment RM	40 GEN 2	1	CBX0107	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX0108	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX0109	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX0111	\$250.00	CHIEF
HANDGUN	GLOCK	PD Equipment RM	40 GEN 2	1	CBX0112	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX0113	\$250.00	CHIEF
HANDGUN	GLOCK	PD Equipment RM	40 GEN 2	1	CBX0114	\$250.00	CHIEF
HANDGUN	GLOCK	PD Equipment RM	40 GEN 2	1	CBX0115	\$250.00	CHIEF
HANDGUN	GLOCK	PD Equipment RM	40 GEN 2	1	CBX0116	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX0117	\$250.00	CHIEF
HANDGUN	GLOCK	SWAT Office	40 GEN 2	1	CBX0118	\$250.00	CHIEF
HANDGUN	GLOCK	PD Equipment RM	40 GEN 2	1	CBX0119	\$250.00	CHIEF

Gun-Trade Eval. Form for:
Weslaco Police Department

Convert Cost to Code

Department Acct #
Date Received:
Total Cost: \$21,560.00
Total BB Price: \$0.00

Action
P-Pistol
R-Revolver
SG-Shotgun
LG-Rifle
PSSG-Pistol Grip Shotgun
REC-Receiver

Sights
NS=Night Sights
BS=Best Sights
RS=Rifle Sights
PS-Pistol Sights
AU=Adj. Sights

Condition
E=Excellent
VG=Very Good
G=Good
F=Fair
P=Poor
J=Junk

Manufacturer	Importer	Model	Serial #	Caliber & Action	Part #	Control #	Cost	BB Price	Sights	Mags	Misc./Notes	Condition	Buy Back (Y/N)?	Officer's Name	Order #	Paperwork (Y/N)?	Paid (Y/N)?
1 MOSSBERG		500A	P069381	12GA / SG			\$105.00		BS	N/A		G					
2 MOSSBERG		500A	P066526	12GA / SG			\$105.00		BS	N/A		G					
3 MOSSBERG		500A	P298441	12GA / SG			\$50.00		BS	N/A	PARTS GUN	P					
4 MOSSBERG		500A	L964381	12GA / SG			\$75.00		BS	N/A	SAFETY MALEFUNCTION	F					
5 MOSSBERG		500A	P069369	12GA / SG			\$105.00		BS	N/A		G					
6 MOSSBERG		500A	P298426	12GA / SG			\$105.00		BS	N/A		G					
7 MOSSBERG		500A	L913821	12GA / SG			\$105.00		BS	N/A		G					
8 MOSSBERG		500A	P298439	12GA / SG			\$105.00		BS	N/A		G					
9 MOSSBERG		500A	P066607	12GA / SG			\$105.00		BS	N/A		G					
10 MOSSBERG		500A	P298440	12GA / SG			\$105.00		BS	N/A		G					
11 MOSSBERG		500A	P066518	12GA / SG			\$105.00		BS	N/A		G					
12 MOSSBERG		500A	P298429	12GA / SG			\$105.00		BS	N/A		G					
13 MOSSBERG		500A	P069386	12GA / SG			\$105.00		BS	N/A	SAFETY MALEFUNCTION	F					
14 MOSSBERG		500A	P069387	12GA / SG			\$105.00		BS	N/A	SAFETY MALEFUNCTION	F					
15 MOSSBERG		500A	P069377	12GA / SG			\$105.00		BS	N/A	SAFETY MALEFUNCTION	F					
16 MOSSBERG		500A	P066605	12GA / SG			\$105.00		BS	N/A		G					
17 MOSSBERG		500A	L964431	12GA / SG			\$105.00		BS	N/A		G					
18 MOSSBERG		500A	P274799	12GA / SG			\$105.00		BS	N/A		G					
19 MOSSBERG		500A	P06610	12GA / SG			\$105.00		BS	N/A		G					
20 MOSSBERG		500A	P292377	12GA / SG			\$55.00		BS	N/A	PARTS GUN	P					
21 RUGER		MINI-14	196-99665	223 / LG			\$250.00		RS	1		G					
22 RUGER		MINI-14	196-83980	223 / LG			\$250.00		RS	1		G					
23 RUGER		MINI-14	197-00023	223 / LG			\$250.00		RS	1		G					
24 RUGER		MINI-14	197-00062	223 / LG			\$250.00		RS	1		G					
25 REMINGTON		870 MAGNUM	W687163M	12GA / SG			\$120.00		BS	N/A		G					
26 REMINGTON		870 MAGNUM	W687147M	12GA / SG			\$120.00		BS	N/A		G					
27 REMINGTON		870 MAGNUM	W687153M	12GA / SG			\$100.00		BS	N/A	LESS LETHAL	G					
28 REMINGTON		870 MAGNUM	W687139M	12GA / SG			\$100.00		BS	N/A	LESS LETHAL	G					
29 HI STANDAR		K-120	3114618	12GA / SG			\$100.00		BS	N/A		G					
30 H&R REISING		MODEL 50	90494	45ACP / LG			\$1200.00		RS	1	if transferable	G					
31 VOLUNTEER ENTERPRISES INC		COMMANDO MARK 45	34526	45ACP / LG			\$250.00		RS	1		G					
32 REMINGTON		870 WINCHESTER	W646474V	12GA / SG			\$100.00		BS	N/A	LESS LETHAL	G					
33 WINCHESTER		1200 DEFENDER	L1333623	12GA / SG			\$100.00		BS	N/A		G					
34 GLOCK			CBX060	40 / P			\$235.00		NS		GEN 2	G					
35 GLOCK			CBX051	40 / P			\$235.00		NS		GEN 2	G					
36 GLOCK			CBX052	40 / P			\$235.00		NS		GEN 2	G					
37 GLOCK			CBX053	40 / P			\$235.00		NS		GEN 2	G					
38 GLOCK			CBX054	40 / P			\$235.00		NS		GEN 2	G					
39 GLOCK			CBX055	40 / P			\$235.00		NS		GEN 2	G					
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41 GLOCK			CBX057	40 / P			\$235.00		NS		GEN 2	G					
42 GLOCK			CBX058	40 / P			\$235.00		NS		GEN 2	G					
43 GLOCK			CBX059	40 / P			\$235.00		NS		GEN 2	G					
44 GLOCK			CBX060	40 / P			\$235.00		NS		GEN 2	G					
45 GLOCK			CBX062	40 / P			\$235.00		NS		GEN 2	G					
46 GLOCK			CBX063	40 / P			\$235.00		NS		GEN 2	G					
47 GLOCK			CBX064	40 / P			\$235.00		NS		GEN 2	G					
48 GLOCK			CBX065	40 / P			\$235.00		NS		GEN 2	G					
49 GLOCK			CBX066	40 / P			\$235.00		NS		GEN 2	G					
50 GLOCK			CBX067	40 / P			\$235.00		NS		GEN 2	G					
51 GLOCK			CBX068	40 / P			\$235.00		NS		GEN 2	G					

52	GLOCK			22	CBX068	40 / P																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1603	
From: Robert Lopez			
Subject: Approval of Resolution 2018-26 authorizing an application and continued participation in 2019 Local Border Security Program Grant (#3407202) through the Office of the Governor Homeland Security Grants Division with no local match required and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: Office of the Governor - Homeland Security Grants Division provide funding to local police agencies to sustain inter-agency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity.			
Funding Source (budget code, if applicable): Office of the Governor - Homeland Security Grants Division			
Amount: \$120,000.00		Term of Impact: 12 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission: Previously approved in 2017-875 Consent Agenda and through resolution 2017-33 (03/21/2017).			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Robert Lopez		Created/Initiated	
Ted Walensky		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: 2019 WPD LBSP Grant Specific Details, 2019 LBSP Grant #3407202 RESOLUTION, R2018-26 PD LBSP grant #3407202			
Responsibilities upon Approval: Weslaco PD will be responsible for grant management.			

2019 Local Border Security Program

Grant Details

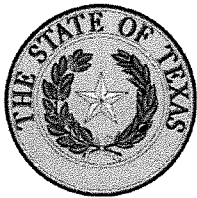
Funding Announcement	Office of the Governor – Homeland Security Grants Division 2019 Local Border Security Program (LBSP)
Grant Name	2019 Weslaco LBSP
Grant Number	3407202
Grant Source	Officer of the Governor – Homeland Security Grants Division
Purpose	To sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity.

Program Specific Details

Action	Date	Notes/Completed/Approved
Online System Opening Date		
Final Date to Submit Application	03/29/2018 @5:00 pm CST	
Earliest Project Start Date	09/01/2018	
Latest Project End Date	08/31/2019	
Submitted for Admin. Approval	03/02/2018	
Submitted to Finance	03/02/2018	
Commission Meeting	03/20/2018	
Civic Clerk (Board sync) Cut off	03/09/2018	
Placed on Consent Agenda	03/02/2018	

Funding and Reporting Details

Category	Detail	Notes/Completed/Approved
Funds Available	No Limit	
Budget Minimum	None	
Budget Maximum	None	
Match Requirement	No match required	
Project Cost	Not to exceed \$120,000	
Match Cost	\$0.00	
Project Period	May not exceed 12 months	
Program Income Method	Deduction (if applicable)	
Funding Source	Texas General Appropriations Act, Article I, Rider 21 for Trusted programs within the Office of the Governor.	
Financial Reporting	Quarterly Financial Status Reports	
Progress Reporting	Quarterly reporting	



Office of the Governor - Homeland Security Grants Division 2019 Local Border Security Program (LBSP) Request for Applications (RFA)

The Homeland Security Grants Division (HSGD) of the Governor's Office is soliciting grant applications under the Local Border Security Program (LBSP) for projects that support Operation Border Star during state fiscal year 2019.

Purpose: Operation Border Star centers on the use of intelligence to increase the effectiveness of federal, state, and local law enforcement assets. **For FY 2019 the LBSP allowable costs have been expanded in an effort to better meet the needs of local departments and enhance funding that is available through other sources (e.g. Operation Stonegarden).**

The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

- 1) Increase the effectiveness and impact of Steady State and Surge Operations.
- 2) Reduce border-related criminal activity in Texas.
- 3) Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- 4) Decrease the supply of drugs smuggled into and through Texas from Mexico.
- 5) Disrupt and deter operations of gang and cartel criminal organizations.
- 6) Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- 7) Decrease use of specific areas for crime as targeted in directed action missions.
- 8) Increase the effectiveness of air operations mission planning and prioritization.
- 9) Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Protection (USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.
- 10) Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
- 11) Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
- 12) Increase intelligence-based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

Available Funding: State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 21 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Funding Levels:

Minimum: None

HSGD Funding Announcement: 2019 Local Border Security Program (LBSP)

Maximum: None

Match Requirement: None

Standards: Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards (UGMS), and all statutes, requirements, and guidelines applicable to this funding.

Prohibitions: Grant funds may **not** be used to support the following services, activities, and costs:

- 1) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- 2) lobbying;
- 3) any portion of the salary of, or any other compensation for, an elected or appointed government official;
- 4) backfill costs for personnel participating in operations;
- 5) transportation, lodging, per diem, training fees or any related costs associated with participants who attend a training event;
- 6) purchase of vehicles;
- 7) purchase of equipment for government agencies that is solely for general agency use;
- 8) weapons, ammunition, tasers, or explosives;
- 9) postage;
- 10) admission fees or tickets to any amusement park, recreational activity or sporting event;
- 11) promotional gifts;
- 12) food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel;
- 13) membership dues for individuals;
- 14) any expense or service that is readily available at no cost to the grant project;
- 15) any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
- 16) fundraising;
- 17) construction;
- 18) medical services;
- 19) legal fees;
- 20) legal services for adult offenders; and
- 21) any other prohibition imposed by federal, state, or local law.

Eligible Applicants:

- 1) Units of local government; and
- 2) Federally Recognized Native American tribes.
- 3) Eligible applicants must be located within a County within one of the six DPS Joint Operations and Intelligence Centers (JOIC) Regions including:
 - a) El Paso JOIC – El Paso County.
 - b) Coastal Bend JOIC – Aransas County, Bee County, Calhoun County, Dewitt County, Fayette County, Goliad County, Gonzales County, Guadalupe County, Jackson County,

HSGD Funding Announcement: 2019 Local Border Security Program (LBSP)

Jim Wells County, Karnes County, Kleberg County, Lavaca County, Live Oak County, Matagorda County, McMullen County, Nueces County, Refugio County, San Patricio County, Victoria County, and Wharton County.

- c) Marfa JOIC – Brewster County, Culberson County, Hudspeth County, Jeff Davis County, Pecos County, Presidio County, Reeves County, and Terrell County.
- d) Del Rio JOIC – Dimmit County, Edwards County, Kinney County, Maverick County, Real County, Uvalde County, Val Verde County, and Zavala County.
- e) Laredo JOIC – Duval County, Frio County, Jim Hogg County, La Salle County, Webb County, and Zapata County.
- f) Rio Grande Valley JOIC – Brooks County, Cameron County, Hidalgo County, Kenedy County, Starr County, and Willacy County.

Eligible Costs:

1) PERSONNEL - OVERTIME

- a) Overtime for increased patrol and/or investigative capacity for certified peace officers.
- b) Overtime for law enforcement support personnel. These costs may include overtime for personnel necessary to support officers that are on patrol and participating in border security operations, such as Jailer overtime, or Communications Officer/Dispatcher overtime, necessary to maintain a safe Officer to Dispatcher ratio.
- c) Overtime for administrative personnel supporting border security grants.
- d) Overtime for law enforcement support and administrative personnel should be limited and anything greater than 10% may not be funded or may require significant additional data and justification.
- e) Applicants must provide a copy of the local overtime policy as approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must:
 - i. Clearly describe how overtime will be calculated;
 - ii. Be consistent with the agency's local overtime policy;
 - iii. Treat overtime for grant-paid personnel the same as non-grant paid personnel.
- f) Project Overtime (OT) shall be reimbursed following the grantee's overtime policy and the requirements as stated below:
 - i. OT is time actually worked that exceeds the required number of hours during an employee's designated work period, as per grantee's policies and procedures.
 - ii. OT must be worked to support border security operations.
 - iii. The project OT rate shall be no more than one-and-one-half (1.5) times the employee's regular pay rate.
 - iv. Exempt salaried employees may not be reimbursed for overtime unless the grantee's overtime policy specifically allows for this.
 - v. HSGD will only reimburse the grantee for OT that does not exceed a total of 16-hours worked (regular plus OT) during any 24-hour period.

HSGD Funding Announcement: 2019 Local Border Security Program (LBSP)

2) PERSONNEL - REGULAR or STRAIGHT-TIME

- a) Augmentees: Personnel costs for law enforcement personnel who are not regular employees of a funded agency, but are brought on as needed to specifically cover border security operations so that there can be a force multiplier during a period of "surge."
- b) Regular time for law enforcement personnel working border operations. Grant funds must be used to supplement existing funds and not supplant funds that have been budgeted for the same purpose.
- c) Part-time to Full-Time: Personnel costs for part-time law enforcement personnel in order to bring them to temporary full-time status.
- d) Regular time for administrative personnel supporting border security grant activities.

3) EQUIPMENT: Costs for equipment, or the rental of equipment, which will benefit the border security mission and will be routinely utilized during border security operations.

4) SUPPLIES and DIRECT OPERATING EXPENSE: Certain operational costs are also allowable, such as vehicle operating costs or costs for minor emergency repairs as described below, or for other services pre-approved by the HSGD that are critical to success of the program.

- a) The cost of fuel, lubricants, and minor emergency repairs or maintenance for vehicles, aircraft, boats, generators, and similar equipment used during the hours in which grant-funded staff are working.
- b) Only actual expenses supported by invoiced gas, oil, and repair or maintenance receipts may be reimbursed under this grant.
- c) Maintenance costs must be prorated to show the usage of vehicles or equipment for regular law enforcement duties as compared to usage while officers are working grant-paid patrols.
- d) The cost of minor emergency repairs, such as tire repair or fan belt replacement, to vehicles or equipment used in program operations is allowable.

Eligibility Requirements:

- 1) Eligible applicants must agree to perform the following activities:
 - a) Conduct Steady State operations and respond to calls for service.
 - b) Conduct enhanced law enforcement patrolling activities.
 - c) Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
 - d) Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
 - e) Report significant border-related events that occur during each 24-hour period.
 - f) Identify significant border-related trends or areas of interest that may be developed into focus areas for future operations.
 - g) Integrate air, ground, marine, and remote operations.

HSGD Funding Announcement: 2019 Local Border Security Program (LBSP)

- h) Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (DPS) Joint Operations and Intelligence Centers (JOIC).
 - i) Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
- 2) Eligible applicants must agree to submit the Daily Border Incident Assessment Report (BIAR). The BIAR is the primary incident and information-reporting tool for the grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the JOIC and are submitted within 24 hours of the end of shift and/or the timeframes established by the JOIC. The grantee shall report all activities that are considered Steady State activities, in addition to Enhanced Operation activities, to the JOIC. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall LBSP mission (organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, human trafficking, human smuggling, home invasions with a border or organized crime nexus, illegal immigration, border-related murders, gang-related murders, vehicle thefts, or drug trafficking). Enhanced (Surge) Operations originate out of the use of LBSP funds when the local agency chooses to increase the hours of patrol or investigative bodies.
- 3) In order for an applicant to be eligible, the county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2012 through 2016. This requirement must be met by August 1, 2018.
- 4) Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.
- 5) An application requirement pertaining to full compliance with Department of Homeland Security detainer requests applies to all municipal or county governments that operate a subdivision or department that detains individuals after arrest for a criminal violation. Full text of this certification can be found on the Narrative tab of each application or at http://gov.texas.gov/cjd/dhs_detainerrequest. All applicants must select one of four options in their eGrants application to be considered for funding under this announcement.
- 6) Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>).
- 7) Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/>.
- 8) Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Project Period: Projects selected for funding must begin on or after September 1, 2018 and expire on or before August 31, 2019.

HSGD Funding Announcement: 2019 Local Border Security Program (LBSP)

Application Process: Applicants must access HSGD's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. Additional requirements are included within the online application form.

NOTE: Applicants must upload the required Texas Direct Deposit Authorization Form, Texas Application for Payee Identification Number Form, and the IRS W9 Form for each application prior to submission. The eGrants system will not allow an application to be submitted until these forms are attached to the application. These forms are available for download from eGrants at <https://egrants.gov.texas.gov/updates.aspx> under the Financial Management section of Forms and Guides or from the Forms link on the Profile/Grant.Vendor tab within the grant application.

Closing Date for Receipt of Applications: All applications must be submitted, and certified, via HSGD's eGrants grant management website on or before Thursday, **March 29, 2018** by 5:00 PM CST.

Selection Process: Applications will be reviewed by HSGD staff members in consultation with DPS Regional JOIC representatives. HSGD will make all final funding decisions based on eligibility and operational content which includes but is not limited to the following:

- 1) Compliance - Past compliance with grant requirements, reporting, and information sharing.
- 2) Performance – Impact and effectiveness of the Applicant's participation in previous border security operations or activities and effectiveness in using grant funds awarded for border security.
- 3) Risk – The Applicant's need as indicated by data available on border-related criminal activity, population, number of officers, and other factors.
- 4) Other Funding – The Applicant's history of applying for, receiving, and/or effectively utilizing other sources of funding available to support border security activities (e.g. Operation Stonegarden).

Contact Information: For technical assistance or additional information, contact HSGD at eGrants@gov.texas.gov or (512) 463-8382.

RESOLUTION NO. _____

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the 2018 Local Border Security Program be operated for the fiscal year 2018 through 2019; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - Homeland Security Grants Division 2019 Local Border Security Program grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the 2018 Local Border Security Program to the Office of the Governor.

Grant Number: **3407202**

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

RESOLUTION 2018-26

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the 2018 Local Border Security Program be operated for the fiscal year 2018 through 2019; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - Homeland Security Grants Division 2019 Local Border Security Program grant application; and

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NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the 2018 Local Border Security Program to the Office of the Governor.

Grant Number: **3407202**

Passed and approved this 20th day of March 2018

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1604	
From: Robert Lopez			
Subject: Approval of Resolution 2018-27 authorizing an application to the 2018-2019 National Incident-Based Reporting System (NIBRS) Grant (#3658001) through the Office of the Governor Criminal Justice Division with no local match required and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The Office of the Governor - Criminal Justice Division solicits projects that enable local law enforcement agencies to upgrade their technology infrastructure to allow for and support the submission of data to the Uniform Crime Reporting (UCR) Incident Based System (NIBRS), particularly solutions that support the subsequent submission of incident data to the National Data Exchange.			
Funding Source (budget code, if applicable): Office of the Governor - Criminal Justice Division			
Amount: \$1,400,000.00		Term of Impact: 12 Months	Identified in Current Budget: No
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):			
Robert Lopez		Created/Initiated	
Ted Walensky		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: 2019 Weslaco NIBRS Grant Specific Details, R2018-27 PD NIBRS grant #36558001			
Responsibilities upon Approval: Weslaco Police department will be responsible for grant management.			

Weslaco National Incident-Based Reporting System

Grant Details

Funding Announcement	NB18-PY19 National Incident-Based Reporting System
Grant Name	2019 Weslaco NIBRS
Grant Number	3658001
Grant Source	Officer of the Governor – Criminal Justice Division
Purpose	Solicit Projects that enable local law enforcement agencies to upgrade their technology infrastructure to allow for and support the submission of data to the Uniform Crime Reporting (UCR) Incident Based System (NIBRS), particularly solutions that support the subsequent submission of incident data to the National Data Exchange.

Program Specific Details

Action	Date	Notes/Completed/Approved
Online System Opening Date	02/01/2018	
Final Date to Submit Application	03/31/2018 @5:00 pm CST	
Earliest Project Start Date	06/01/2018	
Latest Project End Date	09/01/2018	
Submitted for Admin. Approval	03/09/2018	
Submitted to Finance	03/09/2018	
Commission Meeting	03/20/2018	
Civic Clerk (Board sync) Cut off	03/09/2018	
Placed on Consent Agenda	03/09/2018	

Funding and Reporting Details

Category	Detail	Notes/Completed/Approved
Funds Available	Up to \$11 Million	
Budget Minimum	\$5,000	
Budget Maximum	None	
Match Requirement	None	
Project Cost	Not to exceed \$ 1.4 Million	
Match Cost	\$0.00	
Project Period	May not exceed 12 months	
Program Income Method	Deduction (if applicable)	
Funding Source	Office of the Governor Criminal Justice Division	
Financial Reporting	Quarterly Financial Status Reports	
Progress Reporting	Quarterly reporting	



Office of the Governor

Criminal Justice Division

Funding Announcement:

***Texas Conversion to the National
Incident-Based Reporting System (NIBRS),
Third-Round Funding Announcement***

February 1, 2018

Opportunity Snapshot

Below is a high-level overview. Full information is in the funding announcement that follows.

Purpose

The purpose of this announcement is to solicit applications for projects that enable local law enforcement agencies to upgrade their technology infrastructure to allow for and support the submission of data to the Uniform Crime Reporting (UCR) Incident Based System (NIBRS), particularly solutions that support the subsequent submission of incident data to the National Data Exchange (N-DEx). This program is a partnership between the Office of the Governor, Criminal Justice Division (CJD), and the Texas Department of Public Safety (DPS).

New Eligible Activities and Costs

The purchase of full RMS systems is no longer limited to border-region agencies. Grantees under prior funding rounds who were not eligible for full RMS systems may apply under this announcement.

Eligible Purpose Areas

Projects under this funding announcement are classified as: General Criminal Justice System Support – General Operational Support.

Organizational Eligibility

Applications may be submitted by units of governments or other entities operating law enforcement agencies – including state law enforcement agencies – that collect crime data for submission to DPS.

Project Periods

Projects must have an end date prior to April 30, 2019.

Budget

The minimum allowed under this program is \$5,000 and there is no funding cap.

Match

There is no match requirement under this program.

Process

Applications under this funding announcement must be submitted in eGrants at: eGrants.gov.texas.gov.

Timelines

Action	Date
Funding Announcement Release	02/01/2018
Online System Opening Date	02/01/2018
Final Date to Submit an Application	04/02/2018 at 5:00PM CST
Earliest Project Start Date	06/01/2018
Latest Project Start Date	09/01/2018

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

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Texas Conversion to the National Incident-Based Reporting System (NIBRS), Third-Round Funding Announcement

Overview of Application Process

Applicants should carefully review the application process as outlined below. CJD will not consider applications that fail to adequately address the application requirements and prompts.

☐ **Step 1 – Review eligibility and requirements:**

- The Eligibility section outlines who may apply, which purpose areas will be considered, and the expenses and activities eligible to be included.
- The Program-Specific Details section has information on timelines, reporting, and funding.
- The Standard CJD Requirements section addresses application and project requirements.

☐ **Step 2 – Develop your project:** Special, abbreviated application procedures apply to this program. See the Special Application Procedures section for more information.

☐ **Step 3 - Apply in eGrants:** Compile and submit your grant application via eGrants, at <http://eGrants.gov.texas.gov> . For more instructions and information, see *How to Apply for a CJD Grant*, available at <https://gov.texas.gov/organization/cjd/resources>.

☐ **Step 4 - Funding Decisions and Grant Acceptance:** Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

Application Resources

CJD has published several resources to assist applicants in understanding and applying for funding, all of which can be found at <https://gov.texas.gov/organization/cjd/resources>

- *Guide to Grants:* CJD policies and guidance on common grant issues.
- *Grantee Conditions and Responsibilities:* A compendium of CJD and Homeland Security Grants Division policies for all grantees.
- *Standard Certifications and Requirements:* CJD's standard requirements that the Authorized Official must certify upon applying for a grant.

See the Special Application Procedures section for special application instructions under this funding announcement.

Eligibility

Eligible Organizations

Applications may be submitted by units of governments or other entities operating law enforcement agencies – or state law enforcement agencies – that collect crime data for submission to DPS.

Agencies that are eligible to receive, or have applied to receive, funding through the BJS NCS-x project will also receive consideration for state funding; however, applications from these agencies will be evaluated based on their overall need, response to the solicitation and availability of funding.

Organizations that received funding under the previous NIBRS announcement are eligible for grants under this announcement. However, those organizations must detail under the Problem Statement field of the Narrative tab in eGrants why additional funds are required to achieve program objectives and may receive lower priority than first-time applicants.

Organizations that perform records management or reporting services for other jurisdictions are eligible to apply for costs associated with upgrading those services to allow the reporting of NIBRS data.

Eligible Activities and Costs

Funds may be used for activities that further the reporting of NIBRS data to DPS. Such activities include, but are not limited to, technology upgrades to existing infrastructure or the purchase of new technology that would allow for the reporting of NIBRS data. The procurement of a complete Records Management System (RMS) is eligible under this announcement.

Eligible costs include purchase of technology to upgrade existing infrastructure and other reasonable directly related hardware/software costs that furthers the agency's effort to move to a NIBRS reporting agency.

Grant funds may not be used to support the services, activities, and costs designated as unallowed in the *CJD Guide to Grants* (<https://gov.texas.gov/organization/cjd/resources>) and the following:

1. General incident-based reporting training (contact should be made with the Texas Department of Public Safety for inquiries related to additional funding opportunities for NIBRS related training);
2. Equipment for government agencies that are for general agency use that is not in direct support of transmitting NIBRS (or TTIC, for border region agencies) information from an agency database to DPS;
3. Purchase of vehicles and other vehicle related equipment, i.e. computers, that could be used for the data entry of crime information;
4. Salaries;
5. Indirect costs; and
6. Any other prohibition imposed by federal, state or local law or regulation.

Eligible Purpose Areas

Projects under this funding announcement are classified under the General Criminal Justice System Support – General Operational Support purpose area.

Program-Specific Details

Timeline

Action	Date
Funding Announcement Release	02/01/2018
Online System Opening Date	02/01/2018
Final Date to Submit an Application	03/31/2018 at 5:00PM CST
Earliest Project Start Date	06/01/2018
Latest Project Start Date	09/01/2018

Funding and Reporting Details

Category	Detail
Funds Available	Up to \$11 million ¹
Budget Minimum	\$5,000
Budget Maximum	None
Match Requirement	None
Project Period	May not extend beyond 4/30/2019
Program Income Method	N/a
Funding Source	Funds are authorized by the Texas Legislature
Financial Reporting	At least quarterly, submitted via Financial Status Reports in eGrants
Financing Method	Reimbursement-for-costs basis
Progress Reporting	Quarterly (see below)

1) Awards are dependent on funds remaining from the original legislative appropriation for this program.

Special Application Procedures

Program-Specific Questions

The eGrants system will provide additional information about the requirements of the application. Applicants will need to answer these questions:

1. What is the agency's jurisdictional population?
2. Does your agency provide access to other agencies for a shared solution; wherein, the host agency is responsible for the submission of NIBRS data for other hosted agencies?
 - If yes, provide the total jurisdictional population of the area to be covered, including that of the applicant agency.
 - If yes, please list the hosted agencies and their individual jurisdictional populations and upload to the documents tab any inter-local agreements between agencies regarding UCR data reporting.

3. How does your agency currently submit Uniform Crime Reporting data to the State? (SRS or IBR)
4. How often does your agency submit data and what process do you use to submit?
5. Has your agency completed the NCS-X NIBRS Readiness Assessment or similar readiness self-assessment? (Available here:
http://www.bjs.gov/content/pub/pdf/NCS-X_ASA_COTS_Feb2016.pdf)
 - If yes, upload a copy of the readiness assessment to eGrants.
6. Does your agency use a third party vendor for the submission of UCR data to the State?
 - If yes, please provide the following information regarding that vendor:
 - Business name;
 - Software being used, to include version;
 - If a NIBRS vendor, a listing of other states or agencies, either within or outside of the state of Texas, that use their IBR reporting product/tool; and,
 - Demonstrable experience with compilation and submission of IBR data according to FBI Technical Specification document.

Project Narrative

On the Narrative tab within eGrants, applicants should follow these instructions in filling out the Project Narrative:

Project Abstract. Provide a brief summary of the proposed project. Do not share new information here that you do not include in the questions below. This abstract is a description of your project and intended for the public and policy makers. Be sure that the summary is easy to understand by a person not familiar with your project. (Limit to 1500 characters.)

Problem Statement. Explain why your agency needs this funding. If your agency received funding under the prior NIBRS announcement, you must provide detail why additional funds are required to achieve the program objectives.

Supporting Data. Enter N/A.

Project Approach & Activities. Provide an understanding of the approach that the agency will take to implement the project including the solution(s) selected, the project management method and the people involved in it, and a timeline or project plan for project implementation. (If you would prefer to upload the project plan portion of this section, simply reference the document in this section and upload it to eGrants).

Capacity & Capabilities. Enter N/A

Performance Management. Provide an understanding of how the applicant organization will measure success for this project.

Data Management. Provide an understanding of how the applicant organization plans to track and maintain the data needed to measure success as stated above.

Target Group. Enter N/A

Evidence-Based Practices. Explain here whether the solution that the agency is procuring is in operation anywhere else in the state and any other pertinent information about why the agency selected this particular solution.

Program-Specific Requirements

Technology Requirements

Funds must be used for solutions that upgrade the agency's technology infrastructure to allow for and support incident-based reporting to the Texas Department of Public Safety (DPS) and TTIC (applicable agencies only) as well as maximize the automation of the data submission.

1. Technology purchases must employ national data standards for NIBRS data submissions. N-DEX and NIBRS data may be submitted to DPS in the N-DEX Information Exchange Packet Documentation (IEPD) format or via a flat file submission in order to participate in the NIBRS program. Submission of data via the N-DEX IEPD is preferred, as it ensures a single submission not only to the state's UCR system but also to the DPS Texas Data Exchange program, and eventually to the FBI's National Data Exchange.
2. Agencies must obtain a written certification from a vendor prior to purchase and implementation of the system that their product can and will comply with all technical and submission standards and requirements identified in this funding announcement.
3. Agencies must only utilize systems that adhere to the NIBRS and TIBRS data specification guides for proper formatting included in the following links:
 - a. National Incident-Based Reporting System (NIBRS) Technical Specification (Version 2.1) (<https://www.fbi.gov/about-us/cjis/ucr/nibrs-techspec-v2-1.pdf>)
 - b. National Incident-Based Reporting System (NIBRS) Technical Specification (Version 3.0) (deadline for implementation is 2021).
(<https://www.fbi.gov/about-us/cjis/ucr/technical-specifications>)
 - c. National Incident-Based Reporting System (NIBRS) XML IEPD Technical Specification (<https://www.fbi.gov/about-us/cjis/ucr/nibrs/nibrs-xml-iepd>) (zip)
 - d. National Incident-Based Reporting System (NIBRS) XML IEPD Technical Specification version 4.0 (<http://www.txdps.state.tx.us/ucr/indexnibrs.htm>) (zip)
 - e. Cargo Theft Technical Specification ([https://www.fbi.gov/about-us/cjis/ucr/cargo theft technical specification version 2.0 final 05-25-2012.pdf](https://www.fbi.gov/about-us/cjis/ucr/cargo%20theft%20technical%20specification%20version%202.0%20final%2005-25-2012.pdf))
 - f. Conversion of National Incident-Based Reporting System (NIBRS) Data to Cargo Theft Data

(<https://www.fbi.gov/about-us/cjis/ucr/conversion-of-nibrs-data-to-cargo-theft-data.pdf>)

- g. Conversion of National Incident-Based Reporting System (NIBRS) Data to Hate Crime Data (<https://www.fbi.gov/about-us/cjis/ucr/conversion-of-nibrs-data-to-hate-crime-data.pdf>)
 - h. Conversion of National Incident-Based Reporting System (NIBRS) Data to Summary Reporting System (SRS) Data
(<https://www.fbi.gov/about-us/cjis/ucr/conversion-of-nibrs-data-to-srs.pdf>)
 - i. Hate Crime Technical Specification (<https://www.fbi.gov/about-us/cjis/ucr/hate-crime-technical-specification-version-1.1-pdf>)
 - j. Texas Incident-Based Reporting Training and Reference Manual (Version 3.1)
(<http://www.txdps.state.tx.us/ucr/tibrsManual.pdf>)
 - k. Edits for Texas-centric data, as supplied in the Texas Incident-Based reporting Training and Reference Manual, must be included in the software solution. (See <http://www.txdps.state.tx.us/ucr/indexnibrs.htm> .) Data edits must be performed within the local agency application prior to the submission to DPS to ensure that data is submitted error free.
- 4. As changes, such as, but not limited to, new data elements and/or changes within the data formats are announced, agencies must perform these changes quickly, in order to, keep systems up to date.
 - 5. System implementation funded by these grants must support reporting to DPS no less than monthly, but with a goal of near real-time reporting of data.
 - 6. Systems must also have the capability to flag records that are subject to a court ordered expunction to ensure an automated removal of the record from the TDex and NDEx systems.

Financial and Progress Reports.

At the end of each quarter of the state fiscal year during the one-year grant period, grantees will be required to submit a financial status report via eGrants and a progress report to the Department of Public Safety in a format required by the Department and CJD.

CJD and DPS reserve the right to monitor the agency and their vendors to ensure completion of the project, according to the agency's submitted project plan, budget, and that all work done and money expended is in compliance with the grant solicitation and award.

TXGANG Criminal Gang Database Reporting.

All law enforcement agencies receiving an award under this announcement must agree to comply with TXGANG reporting requirements relating to criminal combinations and criminal street gang activity, as required by Sec. 61.02, Code of Criminal Procedure. Generally, these are law enforcement agencies in municipalities with populations of 50,000 or more or in counties with populations of 100,000 or more.

For more information on this requirement, contact Michelle Farris at Michelle.Farris@dps.texas.gov or (512) 424-7659 at DPS.

Background

Uniform Crime Reporting gathers crime data from law enforcement agencies for statistical analysis. Currently, there are two distinct methods for reporting data: the original model built in 1927, known as Summary Reporting System (SRS) and Incident Reporting, known as National Incident-Based Reporting System (NIBRS). In comparing the two data collection methodologies, it is readily apparent that NIBRS provides a deeper, richer data set. Summary Reporting tallies eight offenses, also known as the index crimes, homicide, rape, robbery, aggravated assault, burglary, etc., as well as arrests made and property stolen. Incident Reporting collects data on 24 offense types comprised of 52 distinct offenses and agencies report based upon the specific incident that includes data related not only to offenses and arrests, but also to location, victim and offender data, etc.

House Bill 11 of the 84th Regular Session introduced the requirement for the state to begin a transition from primarily a Summary Reporting System (SRS) state to a National Incident Based Reporting (NIBRS) state, by setting a goal for transition to NIBRS by September 1, 2019. Both NIBRS and N-DEx share the same data source and share many of the same data elements that are already being collected by the local agency's system.

House Bill 11 also established new requirements (now incorporated in Sec. 362.005(c), Local Government Code) for border region law enforcement agencies to contribute intelligence data to the Texas Transnational Intelligence Center (TTIC):

"Each law enforcement agency in a county located along the Texas-Mexico border or in a county that contains a federal checkpoint shall report to the Texas Transnational Intelligence Center intelligence regarding criminal activity in the law enforcement agency's jurisdiction, including details on kidnappings, home invasions, and incidents of impersonation of law enforcement officers."

The TTIC is then required to share that data across the state. This statewide sharing can be accomplished by automating and updating the local agency RMS/JMS to submit local agency incident, arrest, and intelligence data to the Department through the Texas Data Exchange (TDEx), which would then forward the data to the National Data Exchange (N-DEx), making it available for view.

This expanded solicitation seeks to fund agencies for a single data submission that will meet the data submission standards and requirements for N-DEx and NIBRS.

Standard CJD Requirements

When accepting an award under this funding announcement, the grantee agrees to comply with a variety of state and federal laws and regulations, including requirements related to Uniform Crime Reports, criminal history reporting, and immigration and customs enforcement requests. For more information see the following documents, available at <https://gov.texas.gov/organization/cjd/resources>.

- Standard Certifications and Requirements
- Grantee Conditions and Responsibilities
- Guide to Grants

Selection Process

Project-Specific. DPS will screen all applications to ensure that they meet the program-specific requirements included above. Applications that meet those requirements will move forward to the merit review phase during which a panel of experts from DPS will review those applications for quality and rank by priority. Organizations applying will be subjected to various selection criteria by the Department in an effort to prioritize funding. These criteria may include, but are not limited to:

- Geographical location
- Jurisdictional population covered by and benefitting from proposed solution
- Submissions by one jurisdiction that supports NIBRS data submissions from many hosted agencies
- NCS-X NIBRS Readiness Assessment or similar readiness assessment of agency applying
- Proposed solutions that have vendors with demonstrable experience in NIBRS reporting and have deployed their solution to other similarly sized agencies
- NIBRS file submissions that can be initiated with little to no human intervention, ensuring a near real time or more frequent than monthly file submission
- XML/IEPD submissions to the state that allow for TDEx/N-DEx data contribution
- Frequency in file submissions
- Whether or not the agency is eligible for other federal or state funding sources

Overall. DPS will provide CJD with the outcomes of the merit review, which will form the core decision making factor. However, CJD will review all applications for quality, capability, and past performance and may consider other factors in determining which programs to fund such as (but not limited to) geographic distribution, fairness among different sizes of population areas, need based on crime rate or other similar factors, including economic factors. If the interest in grant funds exceeds available funding, CJD may not fund all applications or may only award part of the amount requested. Preference may be given to organizations who have not received a prior NIBRS grant from CJD.

Announcements

After CJD makes final funding decisions, each applicant will receive either an unfunded notice or a preliminary decision notification or final grant award. The award will provide all of the conditions and requirements of the grant. Release of final grant awards are always contingent on availability of the funds and CJD cannot release or guarantee funding to any applicant until a determination that adequate funding is available.

About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where we are always ready with answers, not burdensome restrictions or requirements.

CJD will make over \$275 million in funding available to hundreds of organizations during state fiscal year 2018 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.

RESOLUTION 2018-27

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the 2018-2019 Weslaco PD NIBRS be operated for the fiscal year 2018 through 2019; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - Criminal Justice Division 2018-2019 Weslaco PD NIBRS grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the 2018-2019 Weslaco PD NIBRS to the Office of the Governor.

Grant Number: **3658001**

Passed and approved this 20th day of March 2018

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1585	
From: Rosa Huerta			
Subject: Authorization to use the Court Technology Fund to purchase a new cash register from Connection for the Municipal Court not to exceed \$636.40. (Staffed by Weslaco Municipal Court)			
Background: As you know all equipment has its time of existence, our cash register has reached its limit. We have had this cash register since 2005. We have to replace our cash register as soon as possible. IT was able to obtain only two quotes. The cash register that meets our needs and future needs is the one that "Connection" offers. As you know, we have our Court Technology Fund to be able to purchase any equipment that the Court might need. There is no expense to the City with this purchase.			
Funding Source (budget code, if applicable): 14-503-3850			
Amount: \$636.40	Term of Impact: 1	Identified in Current Budget: No	
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):			
Rosa Huerta		Created/Initiated	
Rosa Huerta		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: We are seeking approval to be able to continue with our daily operation.			
Attachments, if any: Connection Quote, SHI Quote			
Responsibilities upon Approval: Proceed with the purchase of the cash register.			



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: *Manufacturer's Standard Commercial Warranty*

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:
<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374



SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Jerry Cournoyer
Phone: (800) 800-0019 ext. 34013
Fax: (603) 683-0682
Email: jerry.cournoyer@connection.com

24533171.01-W1

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 2/20/2018
Valid Through: 3/22/2018
Account #: 7614015

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Juan Salas
Email: jsalas@weslacotx.gov

Phone: (956) 968-8591 x1301
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 7614015 CITY OF WESLACO ACCOUNTS PAYABLE 255 SOUTH KANSAS AVENUE WESLACO, TX 78596 (956) 968-3181	AB#: 11148170 CITY OF WESLACO 901 N. AIRPORT DRIVE ATTN: POLICE DEPT WESLACO, TX 78596 (958) 968-8591

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	UPS Ground Commercial	3.00 lbs	NET 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1		C31CB25521	TM-H6000IV Multifunction Printer with ValidationH6000IV,MICR/END,SER/USB, BLACK,NO PS Epson America- POS	Epson America- POS	\$ 605.85	\$ 605.85
2	1	323176	C825343	Power Supply, Universal, 110 / 220 Volt AC with AC Cord Epson America - POS	Epson America - POS	\$ 30.55	\$ 30.55
Subtotal						\$	636.40
Fee						\$	0.00
Shipping and Handling						\$	0.00
Tax							Exempt!
Total						\$	636.40



Pricing Proposal
Quotation #: 14893251
Created On: 2/20/2018
Valid Until: 2/28/2018

CITY OF WESLACO

Juan Salas
255 S. Kansas Ave.
Weslaco, TX 78596-6285
UNITED STATES
Phone: (956) 968-3181
Fax:
Email: jsalas@weslacotx.gov

Inside Account Executive

Jessica Vos
290 Davidson Ave
Somerset, NJ 08873
Phone: 800-477-6479
Fax: 800-477-6479
Email: Jessica_Vos@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Epson TM H6000IV - Receipt printer - thermal line / dot-matrix - 230 x 297 mm, Roll (7.95 cm) - 180 dpi - 9 pin - up to 300 mm/sec - USB, serial - dark gray Epson - Part#: C31CB25074	1	\$611.49	\$611.49
Total			\$611.49

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1590	
From: Rosa Huerta			
Subject: Authorization to use the Court Technology Fund to purchase three credit card chip readers from Shi Government Solutions for the Municipal Court not to exceed \$1,440.45. (Staffed by Weslaco Municipal Court.)			
Background: Since we are obtaining a new cash register, we are moving forward and upgrading our credit card apparatus. IT provide three quotes for three credit card chip readers that is compatible to the new cash register that we are trying to obtain. We approve the "Shi Government Solutions" quote for the amount of \$1,440.45. As you know, we have our Court Technology Fund available to us to purchase any equipment that the Court might need. There is no expense to the City.			
Funding Source (budget code, if applicable): 14-503-3850			
Amount: \$1,440.45	Term of Impact: 1	Identified in Current Budget: No	
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):			
Rosa Huerta Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: CDW-G Quote, Connection (CC Chip Reader) Quote, Shi Government Solution Quote			
Responsibilities upon Approval: We will proceed with the purchase of the equipment.			

QUOTE CONFIRMATION



DEAR JUAN SALAS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JPFS410	2/13/2018	SC250 QUOTE	4298270	\$1,744.80

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Ingenico iSC250 - a signature terminal with magnetic / Smart Card reader - US	3	4543134	\$581.60	\$1,744.80
Mfg. Part#: ISC250-USSCN15C				
UNSPSC: 43211720				
Contract: National IPA Technology Solutions (130733)				

PURCHASER BILLING INFO		SUBTOTAL	\$1,744.80
Billing Address: CITY OF WESLACO ACCTS PAYABLE 255 S KANSAS AVE WESLACO, TX 78596-6158 Phone: (956) 968-3181 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		GRAND TOTAL	\$1,744.80
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO			
Shipping Address: CITY OF WESLACO JUAN SALAS 255 S KANSAS AVE WESLACO, TX 78596-6158 Phone: (956) 968-3181 Shipping Method: DROP SHIP-GROUND			

Need Assistance? CDW•G SALES CONTACT INFORMATION



John Raimondi

(877) 685-2969

johnrai@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

For more information, contact a CDW account manager

© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: *Manufacturer's Standard Commercial Warranty*

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the

Proof of Purchase/Invoice link on the left side of the page to print one:
<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

SLEDQP5@connection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Jerry Cournoyer
Phone: (800) 800-0019 ext. 34013
Fax: (603) 683-0682
Email: jerry.cournoyer@connection.com

Account Manager:
Phone:
Fax:
Email:

24528782.01-W1

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 2/12/2018
Valid Through: 3/14/2018
Account #: 7614015

Customer Contact: Juan Salas
Email: jsalas@weslacotx.gov

Phone: (956) 968-8591 x1301
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 7614015 CITY OF WESLACO ACCOUNTS PAYABLE 255 SOUTH KANSAS AVENUE WESLACO, TX 78596 (956) 968-3181	AB#: 11148170 CITY OF WESLACO 901 N. AIRPORT DRIVE ATTN: POLICE DEPT WESLACO, TX 78596 (958) 968-8591

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	UPS Ground Commercial	14.00 lbs	NET 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	3	25872454	ISC250-31P2592B	Touch Display Card Reader Ingenico	Ingenico	\$ 500.00	\$ 1,500.00
						Subtotal	\$ 1,500.00
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 1,500.00



Pricing Proposal
Quotation #: 14866351
Created On: 2/14/2018
Valid Until: 2/28/2018

CITY OF WESLACO

Juan Salas
255 S. Kansas Ave.
Weslaco, TX 78596-6285
UNITED STATES
Phone: (956) 968-3181
Fax:
Email: jsalas@weslacotx.gov

Inside Account Executive

Jessica Vos
290 Davidson Ave
Somerset, NJ 08873
Phone: 800-477-6479
Fax: 800-477-6479
Email: Jessica_Vos@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ISC250-USSCN86B, V3/V4, CONTACTLESS, TGT Ingenico - Part#: ISC250-31P2592A	3	\$458.49	\$1,375.47
2 Ingenico - Power adapter Ingenico - Part#: 296196003	3	\$14.08	\$42.24
3 Ingenico - Network cable - RJ-45 (M) to RJ-45 (M) - 2 m Ingenico - Part#: 296114829AC	3	\$7.58	\$22.74
Total			\$1,440.45

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2017-1185
From:		
Subject: Approval of a Mid Valley Airport Ground Lease Agreement, with a reversion clause, with Tenant Mike Poindexter for Hangar W-32 and authorize the Mayor to execute any related documents. (Staffed by Airport.)		
Background: Over the course of the past year, the Airport Advisory Board worked with Airport Staff, KSA, TXDOT and the City Attorney's office to draft the ground lease agreement template and negotiate the ground lease rate increases. The ground lease agreement being presented is for a hangar located on the west side of the airport with a base term of seven (7) years at \$0.22 per square foot. A three percent (3%) CPI review is included with a cap of three (3) percent.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Airport Advisory Board approved the Airport Lease rates and Lease templates at previous scheduled meetings.		
Andrew Muñoz Andrew Muñoz Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approved.		
Staff Recommendation: Airport staff recommends approval.		
Attachments, if any: W32_Poindexter Mike		
Responsibilities upon Approval:		

Lease Agreement

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

This lease is entered into this ____ day of _____, 2017, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Mike Poindexter, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **2,500 sq. ft.** (W32) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.
- B) Premises shall be designated as W32, measuring 50 feet x 50 feet as described in Exhibit A.

Section 2. Term

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may not be renewed or extended. With written notification prior to the expiration of this lease agreement, Lessee and Lessor may negotiate a new lease agreement with new terms.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and the Lessor shall have the option to require Lessee

MP
Lessee Initials

to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement. Thereafter, the Lessor shall have the right to enter and take possession of the Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Term or extension shall not be construed to be the granting or exercise of any extension.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of \$ 550.00. The first month's/year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

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

- B) All lease payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Land/Hangar/Building/Office and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per

occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.

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

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

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

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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

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

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

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

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

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

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

Section 10. Exclusions

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

repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

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

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Mike Poindexter
Address: PO Box 23
Mercedes, TX 78570


Lessee Initials

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

Section 14. Miscellaneous

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


Lessee Initials

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

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

EXECUTED this _____ day of _____, 2017.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary

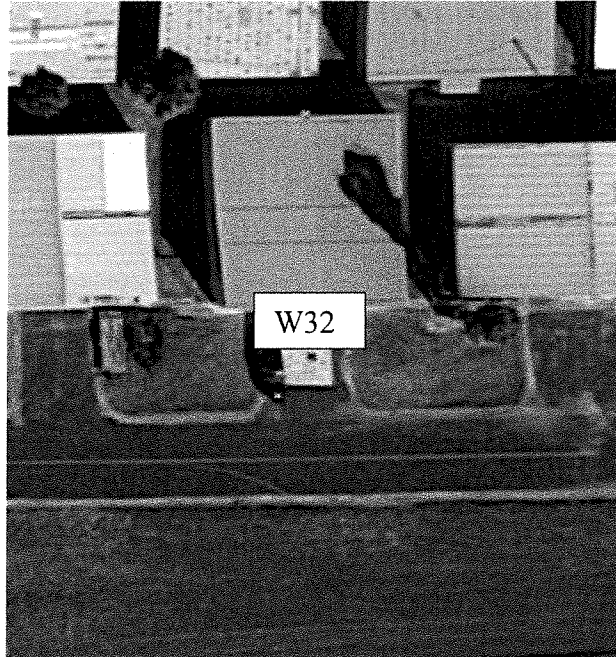


Lessee


Lessee Initials

“EXHIBIT A”

HANGAR W32
50' x 50'





Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1614
From:		
Subject: Approval of Resolution 2018-28 authorizing designated individuals as signatories on certain legal financial documents with BBVA Compass Bank for the \$240,000 Marion Booth Endowment Certificate of Deposit, and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)		
Background: The investment of \$240,000 of Marion Booth Endowment funds was approved by the City Commission at our March 6th meeting. This action will provide a resolution to the bank, naming the City's three investment officers, Mr. Perez, Mary Barrera, and Sonia Flores, as the designated officials authorized to administer the opening and closing of the CD.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: 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):		
Elizabeth Walker	Created/Initiated	
Mary Barrera	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approved.		
Staff Recommendation: Recommend approval.		
Attachments, if any: BBVA CD Resolution 03.13.2018, R2018-28 signatories BBVA for library CD		
Responsibilities upon Approval:		

RESOLUTION NO. 2018-XX

STATE OF TEXAS COUNTY OF HIDALGO CITY OF WESLACO	§ RESOLUTION AUTHORIZING MEMBERS OF STAFF § AS SIGNATORIES ON CERTAIN LEGAL FINANCIAL § DOCUMENTS FOR THE CITY OF WESLACO
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1. I, **Elizabeth M. Walker**, certify that I am the **City Secretary** of The City of Weslaco, organized under the laws of **Texas**, Federal Employer ID Number **74-6002544**, engaged in Municipal business under the name of the **City of Weslaco**, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on **March 20, 2018**. This resolution appears in the minutes of this meeting and has not been rescinded or modified.

2. Be it Resolved that,
 - (a) BBVA Compass Bank is designated as a depository for the funds of the City of Weslaco.
 - (b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
 - (c) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Weslaco with this financial institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
 - (d) Any of the persons named below, so long as they act in a representative capacity as agents of the City of Weslaco, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this financial institution, concerning funds deposited in this financial institution, moneys borrowed from this financial institution or any other business transacted by and between the City of Weslaco and this financial institution subject to any restrictions stated below.
 - (e) Any and all prior resolutions adopted by the City Commission of the City of Weslaco and certified to this Financial Institution as governing the operations of the City of Weslaco's account(s), are in full force and effect, unless supplemented or modified by this authorization.
 - (f) The City of Weslaco agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the City of Weslaco, and authorizes the financial institution named above, at anytime, to charge the City of Weslaco for all checks, drafts, or other orders, for the payment of money, that are properly drawn on this financial institution, and contain the required number of signatures for this purpose.

3. The officials designated below are authorized to conduct business as indicated:

	Name and Title	Signature
(A)	Mike R. Perez, City Manager	_____
(B)	Maria Barrera, Finance Director	_____
(C)	Sonia Flores, Assistant Finance Director	_____

Indicate A, B, and C

- | | | |
|--------------|-----|---|
| <u>A – C</u> | (1) | Exercise all of the powers listed (2) through (9) |
| <u>A – C</u> | (2) | Open any deposit or checking account(s) in the name of the City of Weslaco |
| <u>A – C</u> | (3) | Endorse checks and orders for the payment of money and withdraw funds on deposit with this financial institution.
Number of authorized signatures required for this purpose <u>2</u> .
Number of authorized signatures required for payroll purpose <u>1</u> . |
| <u>A – C</u> | (4) | Open any certificate of deposit account and withdraw or transfer funds from the certificate of deposit on deposit with this financial institution.
Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A – C</u> | (5) | Transfer funds from operations account to the payroll account, investment account or paying agent approved by City Commission by telefax or other electronic means.
Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A – C</u> | (6) | Borrow money on behalf and in the name of the City of Weslaco executes and delivers promissory notes or other evidences of indebtedness.
Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A – C</u> | (7) | Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the City of Weslaco as security for sums borrowed and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.
Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A – C</u> | (8) | Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this financial institution.
Number of authorized signatures required to gain access and to terminate the lease <u>1</u> . |

A – C, (9) Authorized to make inquiries as to status, account balance pertaining to the City of Weslaco.

4. I further certify that the City Commission of the City of Weslaco has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the power granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this Corporation on March 20, 2018.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

Juan J. Gonzalez, CITY ATTORNEY

RESOLUTION NO. 2018-28

STATE OF TEXAS § RESOLUTION AUTHORIZING MEMBERS OF STAFF
COUNTY OF HIDALGO § AS SIGNATORIES ON CERTAIN LEGAL FINANCIAL
CITY OF WESLACO § DOCUMENTS FOR THE CITY OF WESLACO

1. I, **Elizabeth M. Walker**, certify that I am the **City Secretary** of The City of Weslaco, organized under the laws of **Texas**, Federal Employer ID Number **74-6002544**, engaged in Municipal business under the name of the **City of Weslaco**, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on **March 20, 2018**. This resolution appears in the minutes of this meeting and has not been rescinded or modified.
2. Be it Resolved that,
 - (a) BBVA Compass Bank is designated as a depository for the funds of the City of Weslaco.
 - (b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
 - (c) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Weslaco with this financial institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
 - (d) Any of the persons named below, so long as they act in a representative capacity as agents of the City of Weslaco, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this financial institution, concerning funds deposited in this financial institution, moneys borrowed from this financial institution or any other business transacted by and between the City of Weslaco and this financial institution subject to any restrictions stated below.
 - (e) Any and all prior resolutions adopted by the City Commission of the City of Weslaco and certified to this Financial Institution as governing the operations of the City of Weslaco's account(s), are in full force and effect, unless supplemented or modified by this authorization.
 - (f) The City of Weslaco agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the City of Weslaco, and authorizes the financial institution named above, at anytime, to charge the City of Weslaco for all checks, drafts, or other orders, for the payment of money, that are properly drawn on this financial institution, and contain the required number of signatures for this purpose.

3. The officials designated below are authorized to conduct business as indicated:

	Name and Title	Signature
(A)	Mike R. Perez, City Manager	_____
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(C)	Sonia Flores, Assistant Finance Director	_____

Indicate A, B, and C

- | | | |
|--------------|-----|---|
| <u>A – C</u> | (1) | Exercise all of the powers listed (2) through (9) |
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Number of authorized signatures required for this purpose <u>2</u> .
Number of authorized signatures required for payroll purpose <u>1</u> . |
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Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A – C</u> | (5) | Transfer funds from operations account to the payroll account, investment account or paying agent approved by City Commission by telefax or other electronic means.
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Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A – C</u> | (7) | Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the City of Weslaco as security for sums borrowed and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.
Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A – C</u> | (8) | Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this financial institution.
Number of authorized signatures required to gain access and to terminate the lease <u>1</u> . |

A – C, (9) Authorized to make inquiries as to status, account balance pertaining to the City of Weslaco.

4. I further certify that the City Commission of the City of Weslaco has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the power granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this Corporation on March 20, 2018.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1617	
From:			
Subject: Approval of Ordinance 2018-10 on First Reading approving a negotiated resolution between the City and Texas Gas Service regarding the company's Cost of Service Adjustment tariff filing; adopting a savings clause; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; repealing any prior ordinances inconsistent with this ordinance; and requiring delivery of this ordinance to the company and the City's legal counsel. First Reading of Ordinance 2018-10. (Staffed by Finance Department.)			
Background: Texas Gas Service (TGS) has a clause in their Rio Grande Valley Service Area contract that provides for a Cost of Service Adjustment (COSA) as an expedited limited rate increase. TGS filed their proposed COSA February 1, and the City of McAllen authorized Lloyd Gosselink to review and submit changes. After several rounds of negotiations, a settlement has been reached which the consultants believe to be fair and reasonable to all parties. The rate adjustment is effective for meters read on or after the first billing cycle in August. See attached memo for further information.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Model Staff Report in Support of TGS COSA Tariff, O2018-10 TGS+COSA+Ordinance(1)			

Responsibilities upon Approval:
--

Model Staff Report in Support of TGS COSA Tariff Ordinance

Background

On March 12, 2018, Texas Gas Service Company, a Division of ONE Gas, Inc., (“TGS” or “Company”) filed with the Cities a Cost of Service Adjustment (“COSA”) Tariff within the incorporated areas of the Rio Grande Valley Service Area (“RGVSA”). On February 1, the Company provided an initial draft of a proposed COSA containing new language for consideration. Attorney, Thomas Brocato, and consultant, Karl Nalepa, were hired by the City of McAllen to review the TGS draft filing and negotiate a revised COSA Tariff with the Company.

Purpose of the COSA

The Texas Legislature allows gas utilities to annually adjust rates based on changes to invested capital. That statutory provision is referred to as the Gas Reliability Infrastructure Program (“GRIP”). In a GRIP proceeding, cities are not allowed to intervene at the Railroad Commission, cannot challenge the reasonableness of any investment, and may not recover rate case expenses. In 2009, RGVSA Cities negotiated a COSA tariff as a three year experimental substitute for the GRIP process. Finding the COSA process to be mutually beneficial, the COSA process was renewed at the end of the experiment. In 2012, Cities and TGS agreed to a revised COSA tariff which expired in 2016. TGS filed a Statement of Intent Rate Proceeding in RGVSA cities in 2017. This tariff is a new revised COSA Tariff negotiated between TGS and cities. The new tariff will become effective thirty-five days from the date of filing in the Cities, or April 16, 2018.

As set forth in the COSA Tariff, TGS would submit by May 1 of each year a COSA filing that establishes the proposed annual adjustment (up or down) that would be effective the first billing cycle of August each year.

This COSA Tariff would be authorized for a period of three years, effective the first billing cycle of August 2018 and shall automatically renew for successive annual periods unless either the Company or City gives written notice to the contrary by February 1, 2021, or February 1 of each succeeding year.

Resolution of the Draft COSA Filing

Cities’ consultant Karl Nalepa recommended adjustments to the Company’s draft COSA Tariff. Settlement discussions resulted in TGS agreeing to:

1. Change the initial period from 1 year to 3 years;
2. Apply the first \$.50 of the residential rate adjustment to the residential Customer Charge, with the excess applied to the Commodity Charge;
3. Lower the annual rate adjustment cap from 6% to 5%;

4. Apply the annual rate adjustment cap to the total Commodity Charge rather than only operating expenses; and
5. Calculating cash working capital (“CWC”) using lead/lag days from the most recent RGVSA rate case rather than just setting CWC to \$0.

EXPLANATION OF “BE IT ORDAINED” PARAGRAPHS IN THE ORDINANCE

- Section 1. The paragraph finds the COSA Tariff reasonable and adopts the tariff.
- Section 2. This paragraph repeals any prior City action that might be inconsistent with the new tariffs adopted by the Council.
- Section 3. This paragraph recites compliance with the Open Meetings Act.
- Section 4. This paragraph is a typical savings clause, preserving the remaining provisions of the Ordinance should any one provision be determined to be invalid.
- Section 5. The tariff will become effective as of April 16, 2018.
- Section 6. This paragraph requires that an adopted and signed copy of the Ordinance be sent to the Company and general counsel to the City.

RECOMMENDATION

The City staff recommends adoption of the Tariff.

ORDINANCE NO. 2018-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESLACO, TEXAS, (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN CITY AND TEXAS GAS SERVICE (“TGS” OR “THE COMPANY”) REGARDING THE COMPANY’S COST OF SERVICE ADJUSTMENT (“COSA”) TARIFF FILING; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; REPEALING ANY PRIOR ORDINANCES INCONSISTENT WITH THIS ORDINANCE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE CITY’S LEGAL COUNSEL.

WHEREAS, the City of Weslaco, Texas (“City”) is a gas utility customer of Texas Gas Service (“TGS” or “the Company”), and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, the City and other municipalities within the Rio Grande Valley Service Area (“RGVSA”) and TGS worked collaboratively to develop the Cost of Service Adjustment (“COSA”) Tariff which allows for an expedited comprehensive rate review process for three years; and

WHEREAS, the COSA Tariff contemplates reimbursement of the City’s reasonable expenses associated with COSA applications; and

WHEREAS, on or about March 12, 2018, TGS filed with the City a COSA Tariff which would permit the TGS to implement annual rate changes to the Company’s RGVSA expenses, revenues, and plant investment beginning in August 2018, without the need for filing a formal Statement of Intent to Increase Rates; and

WHEREAS, the City coordinated a review of the Company’s COSA Tariff and designated attorneys and consultants to resolve issues in the Company’s COSA Tariff; and

WHEREAS, the City's attorneys and consultant recommend that the City approve the COSA Tariff which is attached; and

WHEREAS, the negotiated resolution of the Company's COSA Tariff filing is in the public interest.

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

Section 1. That the City Council finds that the Cost of Service Adjustment Tariff is reasonable and the new tariff attached to this Ordinance is just and reasonable and is hereby adopted.

Section 2. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 3. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 4. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 5. That tariff attached to this Ordinance is effective as of April 16, 2018.

Section 6. That a copy of this Ordinance shall be sent to TGS, care of Stephanie Houle, Managing Director, at 1301 S. Mopac Expressway, Suite 400, Austin, Texas 78746, and to Thomas Brocato, General Counsel to the City, at Lloyd Gosselink Rochelle & Townsend, P.C., 801 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED on first reading this 20th day of March 2018.

PASSED AND APPROVED on second and final reading this _____ day of _____

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1611	
From:			
Subject: Discussion and consideration to approve Resolution 2018-29, 2018-30, 2018-31 and 2018-32 appointing four members to expired terms on the Hotel Occupancy Tax Advisory Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The terms of four of the seven members of the Weslaco Hotel Occupancy Tax Advisory Committee are coming up as follows: Rafael Caballero Jr. Omar Rodriguez Roberto Palomares Ruben Villanueva All four have been contacted and expressed their eagerness to continue serving the community by being reappointed to a new term.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends reappointing the four current members to a new term.			
Attachments, if any: 16 Bd Appt, WHOTAC board members - revised 30118 mv, Notice of Interest - Rafael Caballero, Notice of Interest Omar Rodriguez, Notice of Interest - Ruben Villanueva, Notice of Interest - Robert Palomares, R2018-29 Hotel Occupancy Tax Advisory Committee 1, R2018-30 Hotel Occupancy Tax Advisory Committee 2, R2018-31 Hotel			

Occupancy Tax Advisory Committee 3, R2018-32 Hotel Occupancy Tax Advisory Committee 4, Notice of Interest Robert Palomares

Responsibilities upon Approval:

Execute and notify appointee.

City of Weslaco Boards and Committees
Prepared by Office of the City Secretary; Updated August 2016

Prepared by: Office of the City Secretary, Updated August 2019																		
Member Qualifications											Defined Duties							
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	designated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Ordinance						X					5		2yr				Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		reg interval	X	Art IX Sec 280-283	CC
Ambulance Advisory Board											7	4	2yr		min. 3 mths		Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*				3/year		Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr					X	3	2	st3yr	3*	72hr notice		Ch 143	appt by Chief Exec, confirm by CC
Economic Development Corporation	X	X	X					X			7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee					no						7	3	3yr		2/year		Ord 2015-09	CC
Housing Authority Board											5	5	2yr	2			LGC Sec 392.033	appt by Mayor
Library Board											5		2yr				Art II Sec 78.21-28	CC
Parks & Recreation Advisory Board											7		3yr				Art IV Sec 98	CC
Planning & Zoning Commission		X	X			X	X				7		3yr				Art III Sec 2.98-103	CC
Public Facilities & Transportation Improvements Naming Committee		X	X	X							7		st3yr				Ord 2011-16	CC
																	Art 1528j, Vernons	
Weslaco Health Facilities Development Corporation											3+		6 yrs				TX Civil Statue	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC



Application for Service

City of Weslaco Boards and Committees

Name of Applicant:		Telephone Number:	
E-Mail Address:		Alternate Phone Number (work/cell):	
Home Address:		☐ Inside City Limits ☐ Outside City Limits	
City:	State:	Zip Code:	
How many years have you lived at this residence?		Do you own this house? ☐ Yes or ☐ No	
Preference for consideration, naming committees on which you desire to serve: 1.) 2.) 3.)			
List of Civic Involvement and Business Experience:			
Have you been bonded or eligible to obtain one? ☐ Yes or ☐ No		Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes or ☐ No	
Are you related to any member of the Commission? ☐ Yes or ☐ No		If so, who and how?	
Have you previously served on a City board? ☐ Yes or ☐ No		If so, which and when?	
Have you ever been elected to public office? ☐ Yes or ☐ No		If so, which and when?	
Do you consent to release this info to the public? ☐ Yes or ☐ No		Are you age 25 or older? ☐ Yes or ☐ No	
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.		Timestamp of Receipt:	
Applicant's Signature:			
Optional Demographic Information: Self Identification			
Gender:			
Age:			
Race:			
Religion:			
Citizenship:			

RESOLUTION NO. 2014-62

STATE OF TEXAS § RESOLUTION ESTABLISHING A SCREENING,
 APPOINTMENT, CONFIRMATION AND
COUNTY OF § ATTENDANCE POLICY FOR SERVICE ON
HIDALGO CITY OF WESLACO BOARDS, COMMISSIONS,
 § AUTHORITIES AND COMMITTEES
CITY OF WESLACO

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called “Boards”) that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called “Commission”) also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

NOW THEREFORE BE IT RESOLVED THAT The Weslaco City Commission hereby adopts the following Policy for the screening, appointment and confirmation of individuals to serve on the various Boards.

A. Screening

Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

Individuals shall confirm receipt the City’s diversity, affirmative action, nepotism, ethics policies; the Board’s mission, duties and responsibilities as established by Ordinance or other order; and other relevant documents. Individuals must agree to abide by Weslaco City Charter and applicable Ordinances, and state and federal laws.

B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

To ensure greater public participation, individuals shall not serve concurrently on more than one Board, unless the Commission makes an exemption.

The Commission shall make fair and deliberative appointments that comply with the Weslaco City Charter and applicable Ordinances, and state and federal laws.

C. Confirmation

Prior to appointment by the Commission, individuals should confirm that they remain interested in serving on a particular Board by either: 1) attending the Commission meeting which has the item on the Commission's Agenda; or 2) submitting a written statement of interest to the Mayor.

D. Attendance

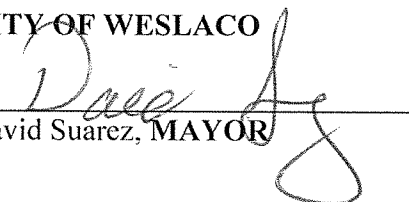
Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

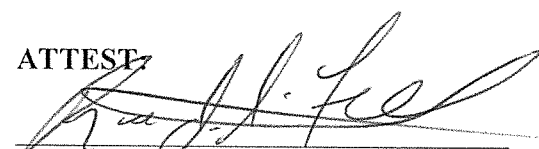
Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 2nd day of December, 2014.

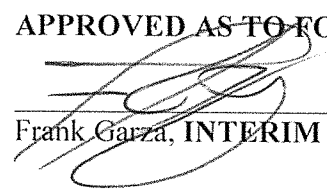
CITY OF WESLACO


David Suarez, MAYOR

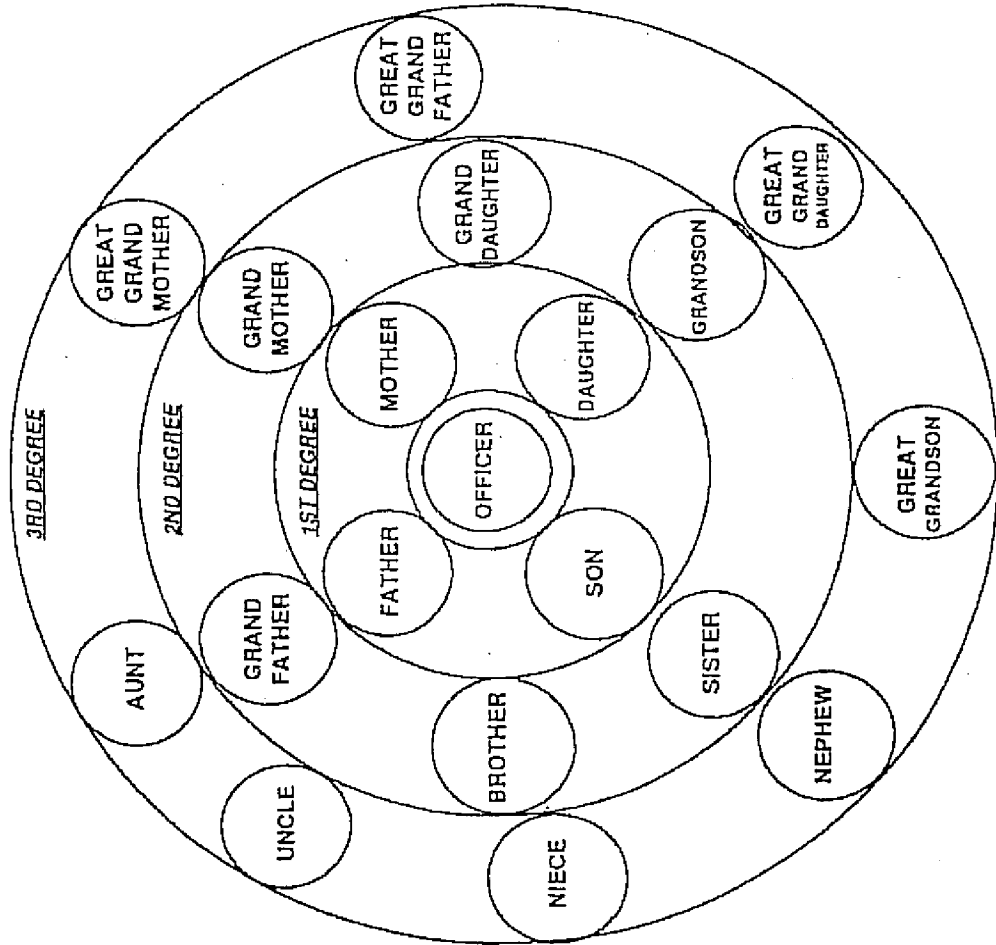
ATTEST

 wcc 12/2/14
Rebekah de la Fuente, INTERIM CITY SECRETARY

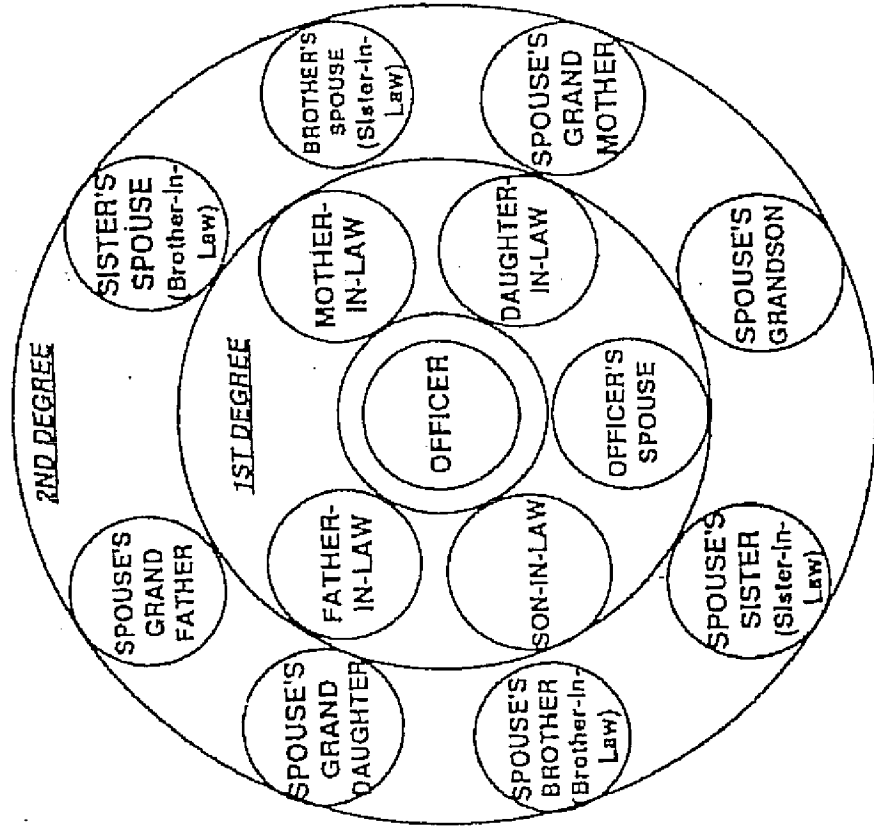
APPROVED AS TO FORM:


Frank Garza, INTERIM CITY ATTORNEY

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

HOTEL OCCUPANCY TAX ADVISORY COMMITTEE

FIRST NAME	LAST NAME	TERM EXPIRES
Rafael	Caballero Jr.	4/7/2018
James	Simmons	4/7/2020
Nancy	Sanchez	4/7/2020
*Omar	Rodriguez	4/7/2018
*Roberto	Palomares	4/7/2018
Sergio	Lozano	4/7/2020
Ruben	Villanueva	4/7/2018

****appointed to unexpired terms for:***

Joe Garza

Roy Tijerina

Revised 60917 mv

From: rafael caballero [<mailto:cabbyramiro@yahoo.com>]

Sent: Friday, March 02, 2018 9:57 AM

To: Maria C. Barrera <mbarrera@weslacotx.gov>

Subject: Re: Hotel Tax Advisory Committee Term

I love serving the community and would like to continue on the WHOTAC for 3 more years.

[Sent from Yahoo Mail on Android](#)

From: Omar Rodriguez [<mailto:O.Rodriguez@riobk.com>]
Sent: Friday, March 02, 2018 9:19 AM
To: Maria C. Barrera <mbarrera@weslacotx.gov>
Subject: RE: [External]Hotel Occupancy Tax Advisory Committee

Mary,

Thank you for your email!

It would be an honor to continue to serve on the committee. If there is anything else that I need to do, please let me know and I will take care of it right away!

Thank you,

Omar



Omar Rodriguez
President - Weslaco Banking Center
Tel: 956-878-1150 | Fax: 956-878-1850
Email: O.Rodriguez@riobk.com
1000 N. Westgate Dr., Weslaco, Tx 78596

Commitment to Honesty, Integrity and Quality Service

From: Ruben Villanueva [<mailto:r.villanueva07@yahoo.com>]
Sent: Friday, March 02, 2018 11:48 AM
To: Maria C. Barrera <mbarrera@weslacotx.gov>
Subject: Re: Weslaco Hotel Occupancy Tax Advisory Committee

Good morning Maria. It will be my pleasure to continue to serve on the board if they'll have me.

Ruben Villanueva Jr.
General Manager
Holiday Inn Express & Suites
421 S. International Boulevard
Weslaco, TX 78596
P (956) 973-2222
F (956) 968-9222
www.hiexpress.com/Weslaco

Maria C. Barrera

From: rpalomares1@gmail.com

Sent: Friday, March 02, 2018 10:49 AM

To: Maria C. Barrera

Cc: Sonia Flores

Subject: **Re: Hotel Occupancy Tax Advisory Committee**

I wish to be reappointed and serve on a three year term.

Thank you,

Robert Palomares

Sent from my iPhone

RESOLUTION NO. 2018-29

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE HOTEL OCCUPANCY TAX ADVISORY
COMMITTEE**

WHEREAS, the City of Weslaco has established the Hotel Occupancy Tax Advisory Committee pursuant to Ordinance 2015-09; and

WHEREAS, the term of one member on the Hotel Occupancy Tax Advisory Committee is for three (3) years; and

WHEREAS, The Hotel Occupancy Tax Advisory Committee's board members shall serve staggered terms without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to a term as a member of the Hotel Occupancy Tax Advisory Committee that will expire not later than the _____ day of _____, 20____.

PASSED AND APPROVED on this 20th day of March, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez **CITY ATTORNEY**

RESOLUTION NO. 2018-30

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE HOTEL OCCUPANCY TAX ADVISORY
COMMITTEE**

WHEREAS, the City of Weslaco has established the Hotel Occupancy Tax Advisory Committee pursuant to Ordinance 2015-09; and

WHEREAS, the term of one member on the Hotel Occupancy Tax Advisory Committee is for three (3) years; and

WHEREAS, The Hotel Occupancy Tax Advisory Committee's board members shall serve staggered terms without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to a term as a member of the Hotel Occupancy Tax Advisory Committee that will expire not later than the _____ day of _____, 20____.

PASSED AND APPROVED on this 20th day of March, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez **CITY ATTORNEY**

RESOLUTION NO. 2018-31

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE HOTEL OCCUPANCY TAX ADVISORY
COMMITTEE**

WHEREAS, the City of Weslaco has established the Hotel Occupancy Tax Advisory Committee pursuant to Ordinance 2015-09; and

WHEREAS, the term of one member on the Hotel Occupancy Tax Advisory Committee is for three (3) years; and

WHEREAS, The Hotel Occupancy Tax Advisory Committee's board members shall serve staggered terms without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to a term as a member of the Hotel Occupancy Tax Advisory Committee that will expire not later than the _____ day of _____, 20____.

PASSED AND APPROVED on this 20th day of March, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez **CITY ATTORNEY**

RESOLUTION NO. 2018-32

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE HOTEL OCCUPANCY TAX ADVISORY
COMMITTEE**

WHEREAS, the City of Weslaco has established the Hotel Occupancy Tax Advisory Committee pursuant to Ordinance 2015-09; and

WHEREAS, the term of one member on the Hotel Occupancy Tax Advisory Committee is for three (3) years; and

WHEREAS, The Hotel Occupancy Tax Advisory Committee's board members shall serve staggered terms without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to a term as a member of the Hotel Occupancy Tax Advisory Committee that will expire not later than the _____ day of _____, 20____.

PASSED AND APPROVED on this 20th day of March, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez **CITY ATTORNEY**

From: rpalomares1@gmail.com [<mailto:rpalomares1@gmail.com>]

Sent: Friday, March 02, 2018 10:49 AM

To: Maria C. Barrera <mbarrera@weslacotx.gov>

Cc: Sonia Flores <sflores@weslacotx.gov>

Subject: Re: Hotel Occupancy Tax Advisory Committee

I wish to be reappointed and serve on a three year term.

Thank you,

Robert Palomares

Sent from my iPhone



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1553	
From:			
Subject: Discussion and consideration to approve an interlocal agreement with the Weslaco Independent School District for the paving of certain school parking lots and authorize the Mayor to execute any related documents. Possible action. (There was no action on March 6, 2018; requested by Weslaco Independent School District.)			
Background: Formal request forthcoming from District; interlocal agreement should be provided at meeting.			
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):			
Elizabeth Walker		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Recommendation pending evaluation of interlocal			
Staff Recommendation:			
Attachments, if any: Proposed Interlocal WISD-City parking lot repairs			
Responsibilities upon Approval:			

Date: March 20, 2018

Agenda Item: XI - D. DISCUSSION AND POSSIBLE ACTION FOR THE BOARD TO APPROVE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF WESLACO AND THE WESLACO INDEPENDENT SCHOOL DISTRICT TO ADDRESS PARKING LOT REPAIRS NEEDED AT DISTRICT CAMPUSES LOCATED THROUGHOUT THE DISTRICT

Superintendent's Recommendation:

The Superintendent recommends that the Board of Trustees approve the Interlocal Agreement between the City of Weslaco and the Weslaco Independent School District to Address Parking Lot Repairs Needed at District Campuses located throughout the district.

Rationale:

The purpose of this Interlocal Agreement is to address parking lot repairs needed at district campuses located throughout the city. 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. The Weslaco Independent School District and the City of Weslaco 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 for both the citizens of the District and the City.

Paperwork Impact:

Minimum

Budgetary Information:

The local construction budget includes funds for the paving materials.

Resource Personnel:

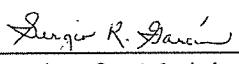
Sergio R. Garcia, Assistant Superintendent for Administration and Support Services
Andres Sanchez, Assistant Superintendent of Business and Finance
Americo Garza, Energy Systems/Maintenance and Operations Director

Board Policy Reference and Compliance:

BAA (LOCAL) – Board Powers and Duties
BBE (LOCAL) – Board Authority

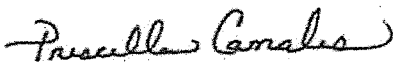
Exhibit:

Information is enclosed as Exhibit _____, page (s) _____.

Prepared by Sergio R. Garcia 
Assistant Superintendent for Administration and Support Services

Within Budgetary Allocation Yes

Recommended by


Priscilla Canales, Ph.D., Superintendent

**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.

2-2. 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 July 1, 2018, 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.

2-2. 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 October 1, 2018, 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 October 1, 2018.

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) September 30, 2019,
- (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 Districts 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 _____, 2018.

WESLACO INDEPENDENT SCHOOL DISTRICT

By: _____
Priscilla Canales, Ph.D., Superintendent

ATTEST:

CITY OF WESLACO

By: _____
Elizabeth Walker, City Secretary

By: _____
David Suarez, Mayor

Approved as to form:

Juan E. Gonzalez, City Attorney

WISD Paving Improvements

- WHS teachers parking lot and north side parent drop-off drive
- WEHS west side drive
- Memorial Elementary
- Airport Elementary
- ECHS teacher 7th St. & east side

Other parking lots reported recently with pothole problems not included on the list approved by the Board are the following:

- Swanzee Parking (front of Special Education)
- Margo Elementary
- B. Garza Middle School
- Energy Management
- Silva Elementary
- Gonzalez Elementary



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1588	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration after public hearing on behalf of Abel Sanchez to approve a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit, pool tables and coin operated machines at 4024 E. Expressway 83 also being Lot 3, Royal Subdivision, Weslaco, Hidalgo County, Texas. Possible action. (Staffed by the Planning and Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Beer Retailers ON-Premise Permit, pool tables and coin operated machines. Seven (7) property owners within 200 feet of the applicant's property were notified by letter on February 23, 2018. The applicant mentioned at the Planning and Zoning hearing that he will remove the coin-operated machines.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on February 19, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval of the Wine and Beer Retailers On-Premise Permit and pool table and denial of the coin operated machines on March 7, 2018.			
Minda Hernandez Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval of the Wine and Beer Retailers On-Premise Permit and the pool tables, with denial of the coin operated machines.			
Attachments, if any: CUP 4024 E. Expressway 83, 4024 E. EXPWY 83 - attachments			

Responsibilities upon Approval:

Planning staff will advise applicant.

Conditional Use Permit

Wine and Beer, Pool Tables and Coin Machines

Legend



Proposed Location

E Frontage Rd

W Frontage Rd

Mile 2 1/2 Rd W

Plaza Los Encinos

E Moreland Dr

Morland Dr

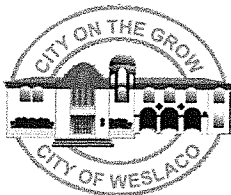
Samaria St

Google Earth

© 2018 Google

900 ft





APPLICATION FOR CONDITIONAL USE PERMIT

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

RECEIVED
FILE NO. CUP 18-00003
Planning & Code Enforcement Dept.

PROPOSED PROJECT

Legal Description of Property for which Conditional Use Permit is requested:

Lot 3 Block 1/4

Subdivision Name Royal

Street Address 4024 E. Expwy 83

Existing Zoning commercial Existing Land Use its a business

Purpose for the Conditional Use Permit Request Wine & beer retailer's permit .

Billiard's, pool tables & coin operated machines, retail dealer's on-premise license

What, if anything, is planned to minimize the impact on the surrounding land uses: 1/4

- ☐ \$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 "CUP Application Instructions"

APPLICANT

Name Abel Sanchez Phone 956-793-9429

Address 1617 El Camino Dr. Fax: 956-375-2807

City Weslaco State TX Zip Code 78599 E-Mail: absan87@gmail.com

OWNER

Name Leticia Chavez Phone 956-667-2051

Address 3201 E Exp 83 Fax: _____

City Weslaco State Tx Zip Code 78599 E-Mail: _____

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc., which would prevent the utilization of the property in the manner indicated?

Yes ☒ No ☐

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

Signature *Arturo Ocampo* Date 1-26-18
Owner

Signature *[Signature]* Date 1/26/18
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 in Newspaper Date _____

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

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

**City of Weslaco TX**

255 S KANSAS AVE

WESLACO, TX 78596

Telephone: 956-973-3123

Receipt No.: **8587**Receipt Date: **02/08/2018**

RECEIPT

RECORD & PAYER INFORMATION

Record ID: CUP18-00003
Record Type: Conditional Use
Property Address: 4024 E EXPRESSWAY 83, WESLACO, TX 78596
Description of Work: WINE & BEER RETAILERS ON-PREMISE PERMIT
Payer:
Applicant: ABEL SANCHEZ
1617 EL CAMINO DRIVE
WESLACO, TX 78596

PAYMENT DETAIL

Date	Payment Method	Reference	Cashier	Comments	Amount
02/08/2018	Credit Card		MINDA.HERNAN DEZ		\$305.00

FEE DETAIL

Fee Description	Invoice #	Quantity	Fee Amount	Current Paid
Processing Fee - 235.10	6286	1.00	\$5.00	\$5.00
Application Fee - 202.00	6286	1.00	\$300.00	\$300.00
			\$305.00	\$305.00



ON-PREMISE PREQUALIFICATION PACKET

RECEIVED

FEB 14 2018

L-ON
(12/2017)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit.

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: ☒ Original ☐ Add Late Hours Only License/Permit Number

☐ Reinstatement License/Permit Number N/A

☐ Change of Licensed Location License/Permit Number N/A

2. Type of On-Premise License/Permit

- | | |
|--|--|
| ☒ BG Wine and Beer Retailer's Permit | ☐ LB Mixed Beverage Late Hours Permit |
| ☐ BE Beer Retail Dealer's On-Premise License | ☐ MI Minibar Permit |
| ☒ BL Retail Dealer's On-Premise Late Hours License | ☐ CB Caterer's Permit |
| ☐ BP Brewpub License | ☐ FB Food and Beverage Certificate |
| ☐ V Wine & Beer Retailer's Permit for Excursion Boats | ☐ PE Beverage Cartage Permit |
| ☐ Y Wine & Beer Retailer's Permit for Railway Dining Car | ☐ RM Mixed Beverage Restaurant Permit with FB |
| ☐ MB Mixed Beverage Permit | |
| ☐ O Private Carrier's Permit – For Brewpubs (BP) with a BG only | |

3. Indicate Primary Business at this Location

- | | | |
|---|--|--|
| ☐ Restaurant | ☐ Sporting Arena, Civic Center, Hotel | ☒ Bar |
| ☐ Grocery/Market | ☐ Sexually Oriented | ☐ Miscellaneous _____ |

4. Trade Name of Location

Jungle Inn Bar

5. Location Address

4024 E Interstate 2

City Weslaco	County Hidalgo	State TX	Zip Code 78596
6. Mailing Address 1617 El Camino Dr	City Weslaco	State TX	Zip Code 78599

7. Business Phone No.

Alternate Phone No.

E-mail Address

956-793-9429

absan87@gmail.com

OWNER INFORMATION

8. Type of Owner

- | | | |
|--|---|---|
| ☐ Individual | ☐ Corporation | ☐ City/County/University |
| ☐ Partnership | ☒ Limited Liability Company | ☐ Other _____ |
| ☐ Limited Partnership | ☐ Joint Venture | |
| ☐ Limited Liability Partnership | ☐ Trust | |

9. Business Owner/Applicant

Abel Sanchez

10. Are you, the applicant a veteran-owned business? ☐ Yes ☒ No

11. Are you, the applicant a Historically Underutilized Business (HUB)? ☐ Yes ☒ No

12. As indicated on the chart, enter the individuals that pertain to your business type:*(For additional space, use Form L-OIC)*

Individual/Individual Owner		Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	
Last Name Sanchez	First Name Abel	MI N/A	Title Individual owner
Last Name N/A	First Name N/A	MI N/A	Title N/A
Last Name N/A	First Name N/A	MI N/A	Title N/A

MEASUREMENT INFORMATION

Section 109.31 et seq.

13. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No**NOTE:** For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.**14.** Will your business be located within 300 feet of any private/public school, day care center or child care facility? ☐ Yes ☒ NoIf "YES," are the facilities located on different floors or stories of the building? ☐ Yes ☒ No**NOTE:** For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.**NOTE:** For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.**NOTE:** If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.**15.** Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No**16.** Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No**60-DAY SIGN****17.** As required under Section 11.391 and 61.381, enter the exact date the 60-Day sign was posted at your location.

Exact Date (MM/DD/YYYY)

N/A

ALL APPLICANTS**18. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE** ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

IF APPLICANT IS SHOWN AS:

Proprietorship
Partnership
Corporation
Limited Partnership
Limited Liability Partnership
Limited Liability Company

WHO MUST SIGN:

Individual Owner
Partner
Officer
General Partner
General Partner
Officer/Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.

PRINT
NAME

SIGN
HERE

TITLE

Before me, the undersigned authority, on this _____ day of _____, 20____, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

NOTARY PUBLIC

SEAL

CERTIFICATE OF CITY SECRETARY (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN
HERE

City Secretary/Clerk

City

TEXAS

SEAL

CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per Section 25.14 or Section 69.17 of the TABC Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
(applicant must apply for FB with BG or BE)

SIGN
HERE

City Secretary/Clerk

City

TEXAS

SEAL

**CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT
(LB & BL)**

Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

- ☐ The governing body of this city has by ordinance authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The governing body of this city has by ordinance authorized the sale of **beer** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN
HERE _____, TEXAS
City Secretary/Clerk City

S E A L

CERTIFICATE OF COUNTY CLERK (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN
HERE _____ COUNTY
County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
(applicant must apply for FB with BG or BE)

SIGN
HERE _____ COUNTY
County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)

Chapters 29 & 70 et seq

- I hereby certify on this _____ day of _____, 20____, that one of the below are correct:
- ☐ The Commissioner's Court of the county has by order authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The Commissioner's Court of the county has by order authorized the sale of **beer** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN

HERE _____

County Clerk

COUNTY _____

S E A L**COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE**

Section 11.46 (b) & 61.42 (b)

This is to certify on this _____ day of _____, 20____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN

HERE _____

FIELD OFFICE _____

S E A L**PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL, V & Y)**

Section 11.39 and 61.38

Name of newspaper	Mid-Valley Town Crier	ATTACH PRINTED COPY OF THE NOTICE HERE
City, County	Weslaco, Hidalgo	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	02/04/2018 & 02/07/2018	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date (MM/DD/YYYY)		
Signature of Notary Public		
S E A L		



OWNERSHIP INFORMATION

Continued for Prequalification Packet

L-OIC
(01/2018)

LOCATION INFORMATION

1. Trade Name of Location

Jungle Inn Bar

2. Location Address

4024 E Interstate 2

City Weslaco	County Hidalgo	State TX	Zip Code 78596
-----------------	-------------------	-------------	-------------------

OWNER INFORMATION

3. Type of Owner

- | | | |
|--|---|---|
| ☐ Individual | ☐ Corporation | ☐ City/County/University |
| ☐ Partnership | ☒ Limited Liability Company | ☐ Other _____ |
| ☐ Limited Partnership | ☐ Joint Venture | |
| ☐ Limited Liability Partnership | ☐ Trust | |

Last Name Sanchez	First Name Abel	MI N/A	Title Owner
Last Name N/A	First Name N/A	MI N/A	Title N/A
Last Name N/A	First Name N/A	MI N/A	Title N/A
Last Name N/A	First Name N/A	MI N/A	Title N/A
Last Name N/A	First Name N/A	MI N/A	Title N/A
Last Name N/A	First Name N/A	MI N/A	Title N/A
Last Name N/A	First Name N/A	MI N/A	Title N/A
Last Name N/A	First Name N/A	MI N/A	Title 1qAQ
Last Name N/A	First Name N/A	MI N/A	Title N/A
Last Name N/A	First Name N/A	MI N/A	Title N/A
Last Name N/A	First Name N/A	MI N/A	Title N/A
Last Name N/A	First Name N/A	MI N/A	Title N/A
Last Name N/A	First Name N/A	MI N/A	Title N/A
Last Name N/A	First Name N/A	MI N/A	Title N/A



LOCATION PACKET FOR RETAILERS

L-L
(11/2017)

This Location packet (L-L) should be completed by all retailers submitting an original, reinstatement, and/or change of location application. This packet (L-L) along with the Prequalification Packet (L-ON) or (L-OFF) must be submitted to your local TABC office.

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

1. Application for: ☒ Original

☐ Reinstatement

License/Permit Number _____

☐ Change of Licensed Location

License/Permit Number _____

2. Trade Name of Location

Jungle Inn Bar

3. Location Address

4024 E Interstate 2 Weslaco, TX. 78596

4. Business Entity Name/Applicant

Abel Sanchez

5. Federal Employer Identification Number (FEIN)

82-4232263

INITIAL INFORMATION

6. Do you currently hold an active license/permit issued under the above FEIN? ☐ Yes ☒ No

If "YES," provide your most recently issued license/permit number. _____

If "NO," you must complete the **Business Packet (L-B)**.

7. If you hold a current and active license/permit under the above FEIN has there been a change in the ownership or business structure since the submission of your last application? ☐ Yes ☐ No

If "YES," you must complete the **Business Packet for Reporting Changes (L-BRC)** in its entirety.

OWNERSHIP/LEASE/SUBLEASE/MANAGEMENT INFORMATION

8. Does the applicant own the land and building at this proposed licensed location? ☐ Yes ☒ No

If "NO," please complete **Owner of Property (L-OP)**.

NOTE: Be prepared to provide additional information (such as a copy of your lease) if requested.

9. If operating under a lease at this location, indicate:

Expiration date(s)/Options 2 year lease

Monthly rental amount \$ 3,000

Other fees and payments to landlord N/A

10. Are you operating under any concession, service or management agreement(s) that contain terms for services or management beyond property rental? ☐ Yes ☒ No

If "YES," complete **Sublessor (L-SL)**, indicate the following, and attach copy of agreement(s):

Expiration date(s)/Options _____

Monthly fee \$ _____

If you have a sublessor that differs from the management company enter sublessor name below and complete Form L-SL.

Sublessor Name _____

11. Do you or anyone else at the location operate under a franchise agreement? ☐ Yes ☒ No

If "YES," as required under Section 109.53 do you maintain exclusive control of ALL phases of the purchase, sale, service and brands of alcoholic beverages? ☐ Yes ☐ No

12. Do you share the premises with another business entity? ☐ Yes ☒ No
If "YES," indicate the tradename(s) of business(es) and sales and use tax number(s) for other business(es):

Trade Name _____

Sales & Use Tax Number _____

13. Are there any agreements, excluding questions 9, 10 & 11, which involve alcohol in any way?

☐ Yes ☒ No

If "YES," attach a copy of agreement.

SALES AND LOCATION INFORMATION

14. Provide projected sales data or actual sales data for the 12 months preceding this application.

Sales Year (YYYY) 2018

Alcoholic Beverage Sales \$208,000

Food Sales \$

Other Sales \$11,856

Total Sales \$219,856

15. Is the proposed location in a hotel or motel? ☐ Yes ☒ No

16. Will the license/permit embrace the entire location address? ☒ Yes ☐ No

If "NO," attach a diagram of your premise as required by Section 11.49. *Be advised the location will be inspected prior to approval of your application.*

FINANCE INFORMATION

17. Enter the total amount of investment from all sources for this location. \$15,000

Please be prepared to provide copies of all documents related to the financing of this location.

18. List any person, firm, or corporation that has advanced or will advance any money, that holds any mortgage or encumbrances against the assets of the proposed business location, or that has signed or co-signed, guaranteed or financially assisted this business location for which you are seeking a license/permit. If a partnership or corporation, list entity along with partners/officers.

SSN or FEIN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A	Amount \$ N/A
Name, Corporation, Partner/Officer N/A		Terms N/A	
SSN or FEIN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A	Amount \$ N/A
Name, Corporation, Partner/Officer N/A		Terms N/A	
SSN or FEIN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A	Amount \$ N/A
Name, Corporation, Partner/Officer N/A		Terms N/A	

(If more space is needed, attach additional page.)

MEASUREMENT INFORMATION

19. Making measurements from the door where the public enters your establishment to the nearest property line of a private/public school, will this location be within 1,000 feet of a private/public school?

☐ Yes ☒ No

If "YES," written notice of this application must be given to the school officials and a copy of the notice must be provided with this application as required by Section 109.33(c).

20. Is any property line of your premises within 300 feet of a residential address or established neighborhood association? ☒ Yes ☐ No

If "YES," and if you are applying for an On-Premise License/Permit, and if a Food and Beverage Certificate is not applied for, notify each residential address and established neighborhood association. Submit a copy of the completed notice along with a list of all addresses notified; as required by Section 11.393 and 61.38

NOTE: A Sample of the notice can be found in Exhibit III of the Application Guide for Retailers.

ON-PREMISE LICENSES AND PERMITS ONLY

MEASUREMENT INFORMATION FOR APPLICANTS IN MUNICIPALITIES WITH A POPULATION OF 1.5 MILLION OR MORE ACCORDING TO THE LAST FEDERAL CENSUS

21. Will your business be located within 300 feet of residence, church, school, day care or social service facility when measuring in a straight line from the nearest point of the property line of the proposed location to the nearest point of the property line of any of these facilities? ☐ Yes ☐ No

If "YES," will 75% or more of the applicant's actual or anticipated gross revenue from the sale of alcoholic beverages? ☐ Yes ☐ No

If "YES," to both of the questions; you must notify all tenants or property owners of your intent to apply for an alcohol beverage license/permit within five days of the filing of an original application. Has such notice been given as required by Section 11.52? ☐ Yes ☐ No

BREW PUB (BP) Only

22. Do you, the applicant, intend to sell your alcoholic product directly to other retailers? ☐ Yes ☐ No

23. Do you, the applicant, intend to sell your alcoholic product to wholesalers/distributors? ☐ Yes ☐ No

24. Will you, the applicant, be engaged in the business of brewing and packaging malt liquor, ale or beer in quantities sufficient to operate a brewpub not later than 6 months after the date of issuance of the original license? ☐ Yes ☐ No

WARNING AND SIGNATURE

If Applicant Is/Must Sign

Individual/Individual Owner

Corporation/Officer

Partnership/Partner

Limited Liability Company/ Officer or Manager

Limited Partnership/General Partner

EACH LICENSEE OR PERMITTEE SHALL HAVE EXCLUSIVE OCCUPANCY AND CONTROL OF THE ENTIRE LICENSED LOCATION WITH RESPECT TO THE SALE OF ALCOHOLIC BEVERAGES. ANY ARRANGEMENT THAT SURRENDERS SUCH CONTROL OF THE EMPLOYEES, PREMISES OR BUSINESS, INCLUDING PROFITS AND LOSSES, TO PERSONS OTHER THAN THE LICENSEE OR PERMITTEE IS UNLAWFUL.

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS PROVIDED ARE CORRECT.

PRINT
NAME

SIGN
HERE

TITLE

Before me, the undersigned authority, on this _____ day of _____, 20____, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

NOTARY PUBLIC

SEAL



OWNER OF PROPERTY

L-OP
(01/2018)

1. Trade Name of Location

Jungle Inn Bar

2. Indicate if owner of property is:

☒ Owner of Land and Building ☐ Owner of Land ☐ Owner of Building ☐ Owner of Boat

Note: If land and building are owned by different entities, complete Form L-OP for each entity.

3. Wholesaler's (W, X) and Manufacturer's (G, B, D) – Is the owner of premise information used for a storage permit (L, K) or Manufacturer's Warehouse License (MW)? ☐ Yes ☒ No

4. Owner of Property (Individual or Business Entity)

Individual

5. Federal Employer Identification Number (FEIN) for Owner of Property

COMPLETE THE FOLLOWING:

SSN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A
Full Legal Name of Individual, Partner, Officer (Last, First, Middle) N/A		Title/Owner N/A
SSN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A
Full Legal Name of Individual, Partner, Officer (Last, First, Middle) N/A		Title/Owner N/A
SSN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A
Full Legal Name of Individual, Partner, Officer (Last, First, Middle) N/A		Title/Owner N/A
SSN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A
Full Legal Name of Individual, Partner, Officer (Last, First, Middle) N/A		Title/Owner N/A
SSN N/A	Issuing State/DL No. N/A	Date of Birth (mm/dd/yyyy) N/A
Full Legal Name of Individual, Partner, Officer (Last, First, Middle) N/A		Title/Owner N/A

IF YOU NEED MORE SPACE USE ADDITIONAL COPIES OF THIS PAGE



BUSINESS PACKET

L-B
(01/2018)

You must complete the entire Business Packet including all necessary ownership information and personal history sheets. Select the entity page(s) that coincides with your business structure. All officers, directors, stockholders, trustees, and beneficiaries holding ownership in this business must be disclosed.

- L-C (Corporation, Trust, City, County or University)
- L-LLC (Limited Liability Company)
- L-P (Partnership)
- L-PHS (Personal History Sheet)

If you are applying as an individual, you will submit this page and the L-PHS (Personal History Sheet).

OWNER INFORMATION

1. Type of Owner

- | | | |
|---|--|---|
| ☐ Individual | ☐ Limited Partnership | ☐ City/County/University |
| ☐ Corporation | ☐ Limited Liability Partnership | ☐ Other _____ |
| ☒ Limited Liability Company | ☐ Trust | |
| ☐ Partnership | ☐ Joint Venture | |

2. Business Owner/Applicant

Abel Sanchez

3. Federal Employer Identification No. (FEIN)

82-4232263

4. Email Address

absan87@gmail.com

BUSINESS INFORMATION

5. Has any person listed in this Business Packet, or his or her spouse, been finally convicted or received deferred adjudication for any of the following offenses? ☐ Yes ☒ No

If "YES," indicate type of offense and attach an explanation:

- ☐ any felony offense
- ☐ prostitution
- ☐ bookmaking
- ☐ gambling or gaming
- ☐ bootlegging
- ☐ vagrancy offense involving moral turpitude
- ☐ any offense involving dangerous drugs, synthetic cannabinoids or controlled substances as defined in Texas Controlled Substances Act
- ☐ any offense involving firearms or a deadly weapon
- ☐ more than three violations of the Texas Alcoholic Beverage Code relating to minors
- ☐ violations of the Texas Alcoholic Beverage Code resulting in a criminal fine of \$500
- ☐ violations of an individual's civil rights or discrimination against an individual on the basis of race, color, creed or national origin

If "YES," has it been five years since the termination of a sentence, parole or probation served for any offenses indicated above? ☐ Yes ☐ No

If "NO," attach an explanation.

6. Has any person listed in this Business Packet, or his or her spouse, had a cancellation of a TABC license/permit in the past five years? ☐ Yes ☒ No

If "YES," attach an explanation:

The applicant, license/permit holder, agent, servant or employee may not directly or indirectly have any overlapping ownerships or other prohibited relationships (including unfair competition and unlawful trade practices) between those engaged in the alcoholic beverage industry at different levels, that is, between a manufacturer and a wholesaler or retailer, or between a wholesaler and a retailer, as the words "wholesaler," "retailer," and "manufacturer" are ordinarily used and understood, regardless of the specific names given a license\permit. Reference Chapter 102 et seq.

7. Is any person, involved in this application, in violation of the above requirements? ☐ Yes ☐ No
If "YES," attach an explanation:

**WARNING AND
SIGNATURE**

If Applicant Is/Must Sign

Individual/Individual Owner

Corporation/Officer

Partnership/Partner

Limited Liability Company/ Officer or Manager

Limited Partnership/General Partner

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WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT
NAME

Abel Sanchez

SIGN
HERE

Owner

TITLE

Before me, the undersigned authority, on this _____ day of _____, 20____, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

NOTARY PUBLIC

S E A L



PERSONAL HISTORY SHEET

L- PHS
01/2018

Answer all questions. Any false statement will disqualify you and subject you to prosecution under section 101.69 of the Texas Alcoholic Beverage Code and other criminal statutes.

APPLICANT

1. Trade Name: Jungle Inn Bar

2. Location Address: 4024 E Interstate 2 Weslaco, TX. 78596

3. Applicant's Marital Status: ☒ Single ☐ Married ☐ Divorced ☐ Widowed

4. Applicant's Social Security Number 456-63-3316	Issuing State/ Driver's License Number 18545989	Date of Birth (mm/dd/yyyy) 07/11/1978
--	--	--

Applicant's Full Legal Name (Last, First, Middle) Abel Sanchez	Place of Birth (City, State, Country) Weslaco, TX. Hidalgo
---	---

Applicant's Email Address
absan87@gmail.com

Race Hispanic	Sex M	Height 6' 2"	Weight 255 Lbs.	Hair Color Black	Eye Color Brown
------------------	----------	-----------------	--------------------	---------------------	--------------------

APPLICANT'S SPOUSE

5. Spouse's Social Security Number N/A	Issuing State/ Driver License Number N/A	Date of Birth (mm/dd/yyyy) N/A
---	---	-----------------------------------

Spouse's Full Legal Name (Last, First, Middle) N/A	Place of Birth (City, State, Country) N/A
---	--

Race N/A	Sex N/A	Height N/A	Weight N/A	Hair Color N/A	Eye Color N/A
-------------	------------	---------------	---------------	-------------------	------------------

OTHER RESIDENT

6. Do you live with anyone over the age of 18, other than your spouse? 6. ☐ YES ☐ NO
If "YES," please provide their information below. (If additional space is needed, please attach a page with information.)

Social Security Number N/A	Issuing State/ Driver License No. N/A	Date of Birth (mm/dd/yyyy) N/A	Relationship N/A
-------------------------------	--	-----------------------------------	---------------------

Full legal name (Last, First, Middle) N/A	Race N/A	Sex N/A
--	-------------	------------

RESIDENTIAL ADDRESSES

7. List residential addresses for the past five (5) years starting with current address.

If you have not lived in Texas for the previous 12 months, you are required to provide TABC with an official copy of your criminal background check from the state police or FBI of any state where you lived in the previous five years.

(If additional space is needed, please attach a list with the following information.)

Number and Street	City, State, ZIP	From (mm/yyyy)	To (mm/yyyy)
1617 El Camino Dr	Weslaco, TX. 78599	04/2010	PRESENT
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

8. Business Phone No. N/A	Residential Phone No. 956-375-2807	Mobile Phone No. (optional) 956-793-9429
------------------------------	---------------------------------------	---

RESIDENT STATUS

9A. Are you a U.S. citizen? ☒ YES ☐ NO

B. If "YES," answer the following:

☒ Native Born ☐ Naturalized. If "Naturalized," Provide the "A" Number _____

C. If "NO," answer the following: What is your legal status in the United States? Explain below, or attach a page with information.

N/A

D. Provide all documents such as Visa, Resident Alien, Employment Authorization Documents, etc.

TABC USE ONLY	APPLICANT ☐ YES ☐ NO	SPOUSE (BE/BG ONLY) ☐ YES ☐ NO	OTHER ☐ YES ☐ NO
	CH - Date Entered / /	Supervisor's Signature _____	Destroy Date / /

EMPLOYMENT HISTORY

10. List employment for the *past five (5) years* beginning with your current employer. Indicate periods of unemployment or retirement, including dates. If retired, include name of company from which you retired and the position you held. Also indicate if not employed outside your home.
(If additional space is needed, attach a separate sheet.)

Name of Employer	Address (Street, City, State, ZIP)	Position Held	From (mm/yyyy)	To (mm/yyyy)
Peter Piper Pizza	1730 W. Palmavista Dr. Palmview TX. 78572	General Manager	02/1998	PRESENT
Quic Pic	Mercedes TX. 78570	Cashier	03/1997	09/1997
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A

INDIVIDUAL FINANCIAL INFORMATION

11. List the total amount of **your** personal investment in this location. Provide investment details including notes, loans, gifts, cash, services or equipment, and operating capital. Account for the original source of all investments (how acquired). Enter total dollar amount on the line of the amount invested column.
(If additional space is needed, attach a separate sheet.)

NOTE: If investment is in the form of a loan or gift, attach name of lender or financial institution, address, terms and security and loan/gift documents. If from an individual, attach personal information for all individuals including: name, social security and driver license numbers, date of birth, race, sex, etc.

Amount Invested	Original Source of Investment (loans, previous employment, etc).
\$ 15,000	401 K Retirement / Income tax return / payroll check
\$ N/A	N/A
\$ N/A	N/A
\$ N/A	N/A
\$ N/A	N/A
\$ N/A	N/A
\$ 15,000	TOTAL AMOUNT OF PERSONAL INVESTMENT

SIGN AND NOTARIZE APPLICATION

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, under penalty of law, hereby swear that I have read all the information provided in this document and any attachments and the information is true and correct. I also understand any false statement or representation in this application can result in my application being denied and/or criminal charges filed against me. I also authorize the Texas Alcoholic Beverage Commission to use all legal means to verify the information provided.

PRINT

NAME: _____

AUTHORIZED

SIGNATURE: _____

BEFORE ME, the undersigned authority, on this _____ day of _____, 20 _____ the person whose name is signed to the foregoing document personally appeared and duly sworn by me, each states under oath that he or she has read the said document and that all facts therein set forth are true and correct.

SIGN

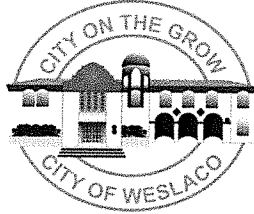
HERE: _____

(S E A L)

Notary Public

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

February 23, 2018

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 7, 2018 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 20, 2018 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

Abel Sanchez is requesting a Conditional Use Permit to obtain a Wine and Beer Retailers On-Premise Permit, pool tables and coin operated machines at 4024 E Expressway 83 also being Lot 3, Royal Subdivision, Weslaco, Hidalgo County, Texas.

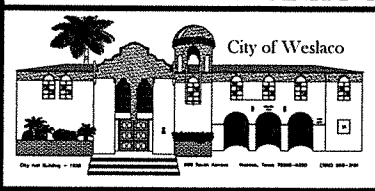
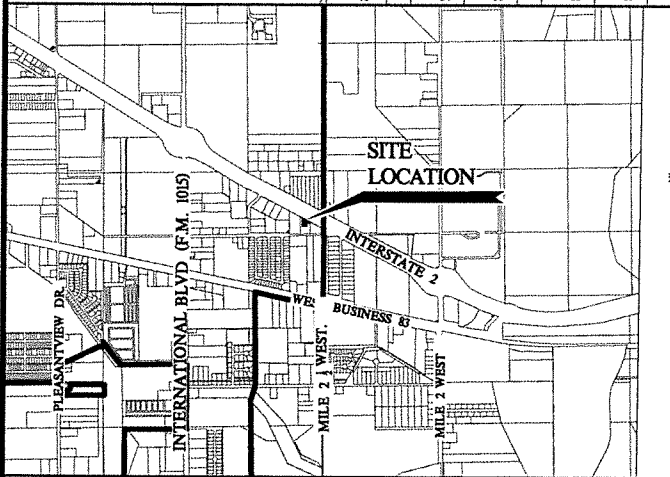
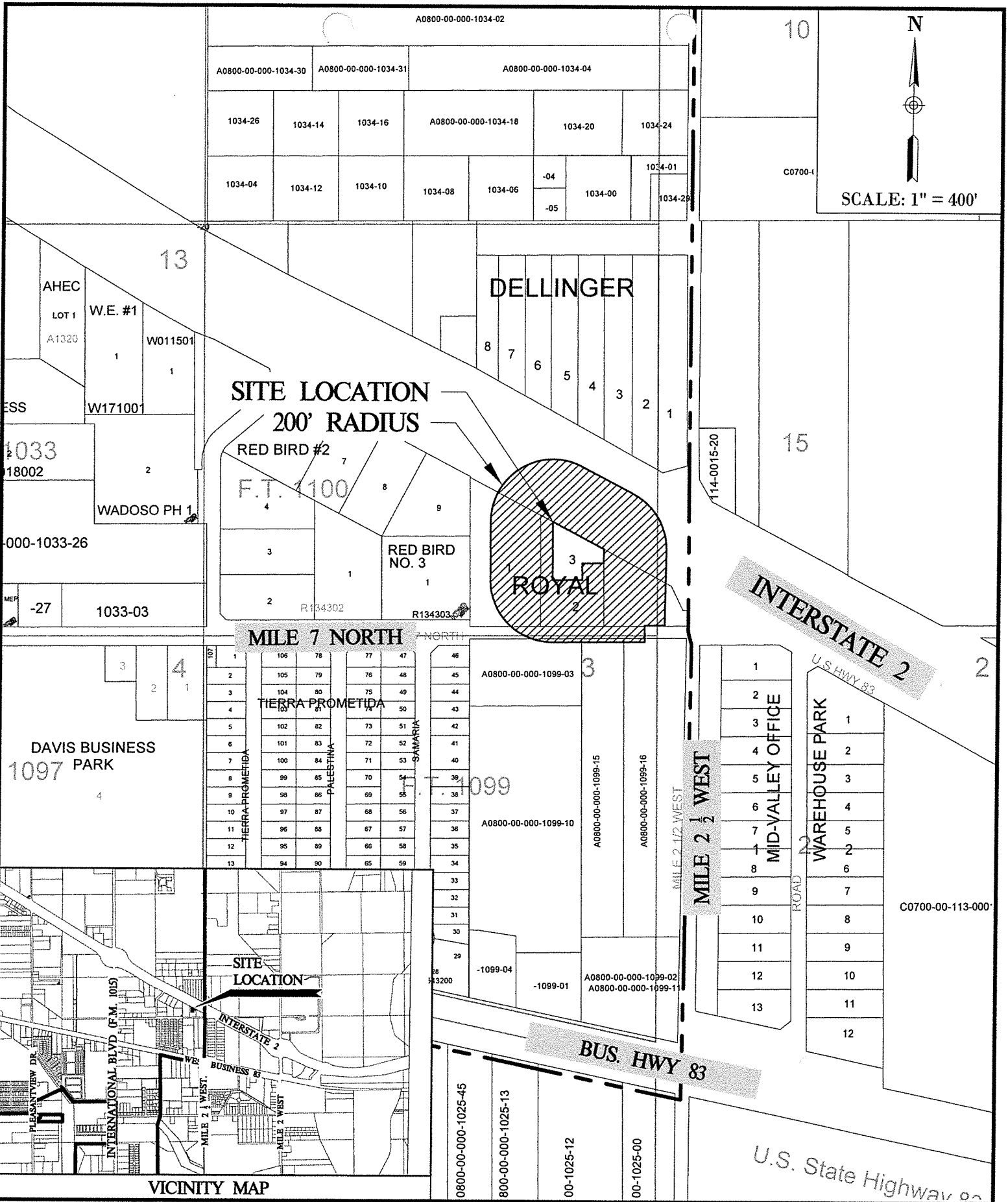
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

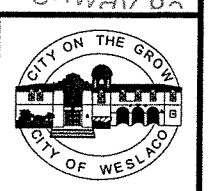
Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

MH/mh



LETICIA CHAVEZ
3201 E. EXPRESSWAY 83
ROYALE LOT 3
 EXIST. USE: COMMERCIAL PROP: WINE AND RETAIL
 PERMITS, BILLARDS, COIN OPERATED MACHINES, RETAIL DEALER'S ON-PREMISE LICENSE



City of Weslaco Code Enforcement Dept.

FEB 21, 2018

CHAPATI PROPERTIES LLC 11900 METRIC BLVD SUITE 4 PMB 231 AUSTIN TX 78758	A0800-00-000-1099-03 ADAMS TRACT N241.60'-W360.45'-E7 08.29'-FT1099 2AC GR 1.75AC NET 4032 E MORELAND DR	L: 113220 B: 50403
HELPFUL PROPERTIES LLC 40 MARSELLA BLVD STE B BROWNSVILLE TX 78521	A0800-00-000-1099-15 ADAMS TRACT W135'-E347.84'-N987. 40' EXC W30'-N272' FT 1099 3.06 4036 E MORELAND DR	L: 98000 B: 0
EQUIPMENT PORTAFOLIO 2105 E 27TH ST MISSION TX 78574	A0800-00-000-1100-07 ADAMS TRACT IRR TR E270.21'-W152 7.47'- S269.74' FT 1100 1.18 AC 0	L: 140420 B: 39789
ANDERSON DON JR 3929 E BUSINESS 83 WESLACO TX 78596	R4370-00-000-0001-00 ROYAL LOT 1 3929 MORELAND DR	L: 330620 B: 115454
JPO ENTERPRISES INC 4824 S JACKSON RD EDINBURG TX 78543	R4370-00-000-0002-00 ROYAL LOT 2 4019 E MORELAND DR	L: 199940 B: 155548
CHAVEZ LETICIA PO BOX 562 WESLACO TX 78599	R4370-00-000-0003-00 ROYAL LOT 3 4024 E EXPRESSWAY 83	L: 111078 B: 117355
HELPFUL PROPERTIES LLC 40 MARSELLA BLVD STE B BROWNSVILLE TX 78521	A0800-00-000-1099-16 ADAMS TRACT W212.84'-N987.40' FT 1099 4.82 AC GR 4.67 AC NET 4040 E MORELAND DR	L: 163450 B: 0



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1598	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration after public hearing on behalf of Javier Pena to approve Ordinance 2018-08 rezoning 1905 Hollow Drive also being Lot 97, Westgate Village Phase II Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2018-08. Possible action. (Staffed by the Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling to B-1 Neighborhood Business District. Nineteen (19) property owners within 200 feet of the applicant's property were notified by letter on February 23, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on February 19, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval on March 7, 2018.			
Minda Hernandez Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval based on location and nearby Commercial Zones.			
Attachments, if any: Rezone 1905 Hollow Drive, 1905 HOLLOW RD - attachments, O2018-08 rezone 1905+Hollow+Rd			
Responsibilities upon Approval:			

Planning staff will advise applicant.

Rezone Request

R-1 One-Family Dwelling District to
B-1 Neighborhood Office District

Legend

 Rezone Request
Oak Ln

Abilene Drive

Corpus Christi Drive

Google Earth

© 2018 Google

N Westgate Dr.

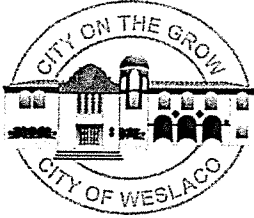
Hollow Rd

Canyon Dr

Home Depot



700 ft



APPLICATION FOR REZONING

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

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

FILE NO. REZ18-00003

RECEIVED

FEB 01 2018

Planning &
Code Enforcement Dept.

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 97 Block _____

Subdivision Name Westgate Village

Street Address Holloway

Existing Zoning Residential Existing Land Use nothing

Proposed Zoning Commercial Proposed Land Use office

_____ \$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 Javier Pena Phone 956-520-0141

Address 1502 Mackenzie Fax: _____

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

OWNER

Name Javier Pena Phone 956-520-0141

Address 1502 Mackenzie Fax: _____

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

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

Signature Javier Pena

Date 2-1-18

Signature Javier Pena

Date 2-1-18

Signature Javier Pena

Date 2-1-18

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

THE INTENT OF ZONING

Zoning is defined as the division of a municipality into districts for the purpose of regulating the use of private land. A city's police powers enable the municipality to regulate various land welfare of the entire public. They have been designed to lessen the congestion in the streets; to secure safety from, fire, panic, or other dangers; to provide adequate light and air, to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewage, schools, parks and other public requirements. Zoning must be done in accordance with a comprehensive master plan. Such a plan will be a pattern for future development and prohibits the arbitrary and capricious control of land.

HOW AM I AFFECTED

A city's unique character, just like Weslaco is preserved through the various arrangements of land uses permitted in an area. If incomplete land uses are placed together then the safety and character of Weslaco will be placed in danger. Zoning is used as a tool to establish and maintain the character of a neighborhood, if improper land uses are permitted; in the future they became non-conforming uses and spoil the character of an area. Zoning intent is to prevent this and cannot deny the continued use of a site if the site is non-conforming to the rest of the area. The intent of zoning is to provide guidelines for creating compatible land uses and provide the character Weslaco wishes to preserve.

A STATEMENT ON WESLACO'S ZONING ORDINANCE

Weslaco's Zoning Ordinance consists of the description of uses permitted in each district. It defines the different types of uses permitted in each zone. The Zoning Ordinance specifies height regulations, accessory building regulations parking and loading regulations and area, and density regulations.

WHAT IF A BUILDING OR SITE DOES NOT COMPLY WITH ITS ZONING

If a building infringes upon the required building setbacks requirements; the Weslaco Board of Adjustments and Appeals of Zoning must consider the granting of an exception and may permit modifications to various building and lot requirements when necessitated. This may be due to the unusual size or shape of a parcel of land. Board of Adjustments and Appeals of Zoning Petition Packages are available at the Planning Department.

REZONING APPLICATIONS INSTRUCTIONS

1. Application form must be completed in full with applicant's signature.
2. Statement must be attached to the application stating why the rezoning is requested and the type of operation to be conducted on the property.
3. A three-hundred dollar (\$300.00) application fee must also be submitted along with the application.
4. Once the application is submitted in completed form, the Planning Department is required by State Law to notify by mail all property owners within the 200 foot radius of the affected proposed zone change and advertise in a newspaper fifteen (15) days prior to the public hearing to be held by both the Planning and Zoning and City Commissions on the zone change request.
5. After the Planning and Zoning Commission meeting, the request will be placed on the next available City Commission agenda for final consideration.
6. Should the Planning and Zoning Commission or the owners of 20% of the property within the 200 foot radius of the proposed zone change request, oppose the request, a $\frac{3}{4}$ th vote will be required by the City Commission to receive approval.
7. Only after the second and final reading by the City Commission of the rezoning ordinance, may the activity proposed on the property begin operation after all appropriate permits have been issued.

2017 TAX STATEMENT



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

Certified Owner:

PENA JAVIER
1905 HOLLOW RD
WESLACO, TX 78599-3997

Legal Description:

WESTGATE VILLAGE M/H PH 2 LOT 97

Account No: W3920-02-000-0097-00

Appr. Dist. No.: 611180

Legal Acres: .1597

Parcel Address: 1905 HOLLOW RD

As of Date: 01/31/2018

Cause No: T0629-13A

Print Date: 01/31/2018

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$20,865	\$0	\$20,865	\$20,865	\$0	\$0	\$0	\$20,865
Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax	
		Code	Amount				
HIDALGO COUNTY	\$20,865		\$0.00	\$20,865	0.5800000	\$121.02	
DRAINAGE DIST #1	\$20,865		\$0.00	\$20,865	0.0951000	\$19.84	
CITY OF WESLACO	\$20,865		\$0.00	\$20,865	0.6667000	\$139.11	
<i>Amount saved by additional sales tax revenue \$36.78</i>							
WESLACO ISD	\$20,865		\$0.00	\$20,865	1.1597000	\$241.97	
SOUTH TEXAS ISD	\$20,865		\$0.00	\$20,865	0.0492000	\$10.27	
SOUTH TEXAS COLLEGE	\$20,865		\$0.00	\$20,865	0.1850000	\$38.60	

Total Tax: \$570.81

Total Tax Paid to date: \$0.00

Total Tax Remaining: \$570.81

Exemptions:**AMOUNT DUE IF PAID BY:**

01/31/2018 0%	02/28/2018 7%	04/02/2018 9%	04/30/2018 11%	05/31/2018 13%	07/02/2018 15%
\$570.81	\$610.77	\$622.18	\$633.60	\$645.02	\$656.44
07/31/2018 18 + up to 15%	08/31/2018 19 + up to 15%	10/01/2018 20 + up to 15%	10/31/2018 21 + up to 15%	11/30/2018 22 + up to 15%	12/31/2018 23 + up to 15%
\$774.58	\$781.13	\$787.70	\$794.28	\$800.83	\$807.40

School Information:

WESLACO ISD 2017 M&O 1.1397000 I&S .02000000 Total 1.1597000 2016 M&O 1.1397000 I&S .00000000 Total 1.1397000

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

4.1.67



Print Date: 01/31/2018

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

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



* W 3 9 2 0 0 2 0 0 0 0 9 7 0 0 *

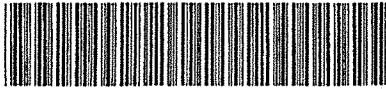
W3920-02-000-0097-00

PENA JAVIER
1905 HOLLOW RD
WESLACO, TX 78599-3997

AMOUNT PAID:

\$ _____

00006111800000057081



70 2013 02435290

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

Instrument Number: 2013-2435290

As

Recorded On: July 30, 2013

Recording

Parties:

To

Billable Pages: 3

Number of Pages: 4

Comment: SPL WRNTY DEED LOT97

** Examined and Charged as Follows: **

Recording	24.00
Total Recording:	24.00

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

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

File Information:

Document Number: 2013-2435290

Receipt Number: 1376529

Recorded Date/Time: July 30, 2013 04:21P

Record and Return To:

WESTGATE VILLAGE HOMES

ORIGINAL RETURNED TO CUSTOMER

TX

User / Station: D Rodriguez - Cash Superstation 10



STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: April 30, 2013

2435290

Grantor: Westgate Village Homes, LLC, a Texas LLC
Grantor's Mailing Address:
P.O. Box 1124
Weslaco, Texas 78599

Grantee: Javier Pena
Grantee's Mailing Address (including county):
1905 Hollow Rd
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged.

Property (including any improvements):

Part I: Lot(s) 97, Westgate Village Phase II, as shown by the map or plat thereof recorded in Volume 36, Page 117B, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;

9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage sewage requirements, and other matters shown on the plat of Westgate Village Phase II, as shown on the plat thereof, recorded in Volume 36, Page 117B, Map records of Hidalgo County, Texas.
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

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

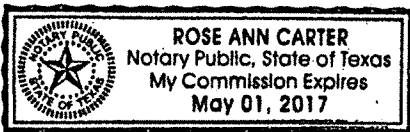
Westgate Village Homes, LLC, a Texas LLC

BY: Samuel S. Crego
Samuel S. Crego, Member

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 16 day of July,
20 13, by Samuel S. Crego, Westgate Village Homes LLC, a Texas LLC of behalf of
said Texas Limited Liability Company.

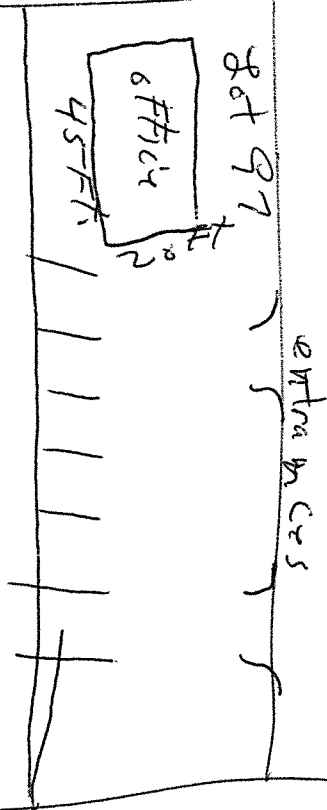


Rose Ann Carter
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Westgate Village Homes, LLC
P.O. Box 1124
Weslaco, Texas 78599
956-968-3729

Jan P
958-520-0141
Soon as I get approved
I'll get plans done

Hollow

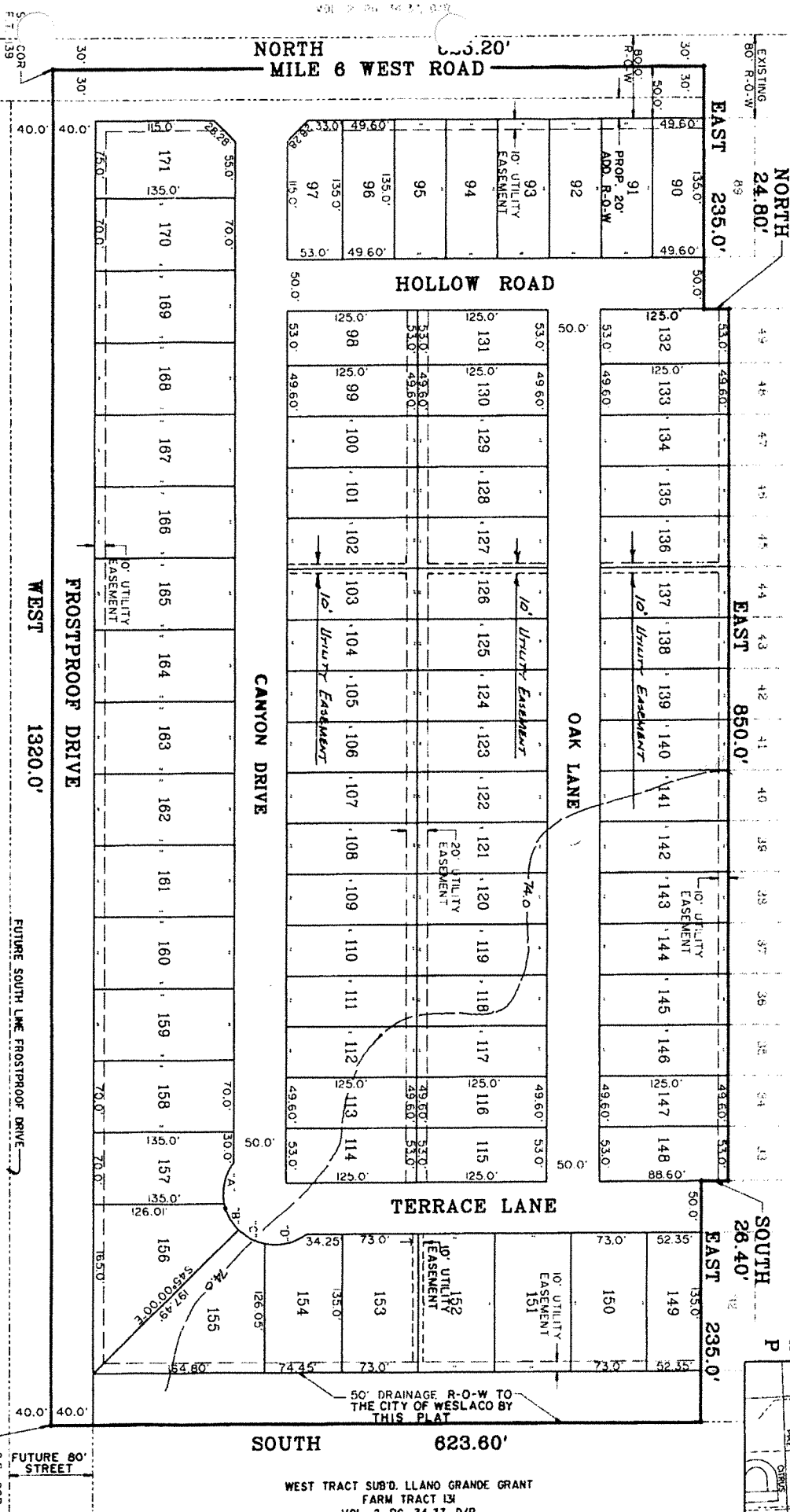


2/56/52M

M A P

FILED FOR RECORD IN: Hidalgo County By Juan D. Salinas III County Clerk

On: Aug 22, 2000 at 01:17P
Map - Small
As a
Document Number: 898752
Total Fees: 48.50
Receipt Number - 2993331
By: Flo Chavez



WESTGATE VILLAGE MOBILE HOME SUBDIVISION PHASE II

MAP OF

WESTLACO, TEXAS

BEING A SUBDIVISION OF A 19.42 AC. TRACT OF LAND OUT OF FARM TRACT 139 WEST TRACT SUBDIVISION OF THE LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS REC. IN VOL. 2, PG. 34-37, W/R

Recorded in Volume **36** Page **117B**
of the map records of Hidalgo County, Texas
Menden and Hunt, Inc.

STATE OF TEXAS
COUNTY OF HIDALGO

PREPARED BY:
FABIAN, NELSON & MEDINA, INC.
320 N. 15TH STREET, MCALLEN, TEXAS
SCALE: 1"=100' DATE: 12-1-99

WESTGATE VILLAGE MOBILE HOME PHASE II
A SUBDIVISION TO THE CITY OF WESTLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EAS AND PUBLIC PLACES THEREON SHOWN, FOR THE PURPOSES OF CONSIDERATION THEREIN EXPRESSED.

M & H PROPERTIES
Carl W. Howard
CARL HOWLAND, PRES.

WEST TRACT SUB'D. LLANO GRANDE GRANT
FARM TRACT 139
VOL. 2, PG. 34-37, D/R

CITY OF WESLACO
956-968-3181

REC#: 02345190 2/01/2018 10:25 AM
OPER: KArev TERM: 036
REF#:
PAID BY:

TRAN: 235.1000 PROCESSING FEE
6171
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

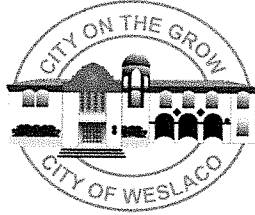
TRAN: 204.0000 REZONING APPL FEE
6171
01 -400-1027
REZONING APPLICATIO 300.00CR

TENDERED: 305.00 CASH
APPLIED: 305.00-

CHANGE: 0.00

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

February 23, 2018

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 7, 2018 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 20, 2018 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONE REQUEST:

Javier Pena is requesting to rezone 1905 Hollow Drive also being Lot 97, Westgate Village Phase II Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to B-1 Neighborhood Business District.

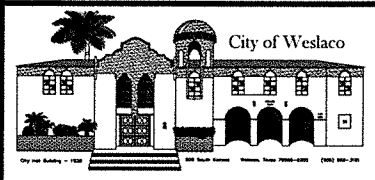
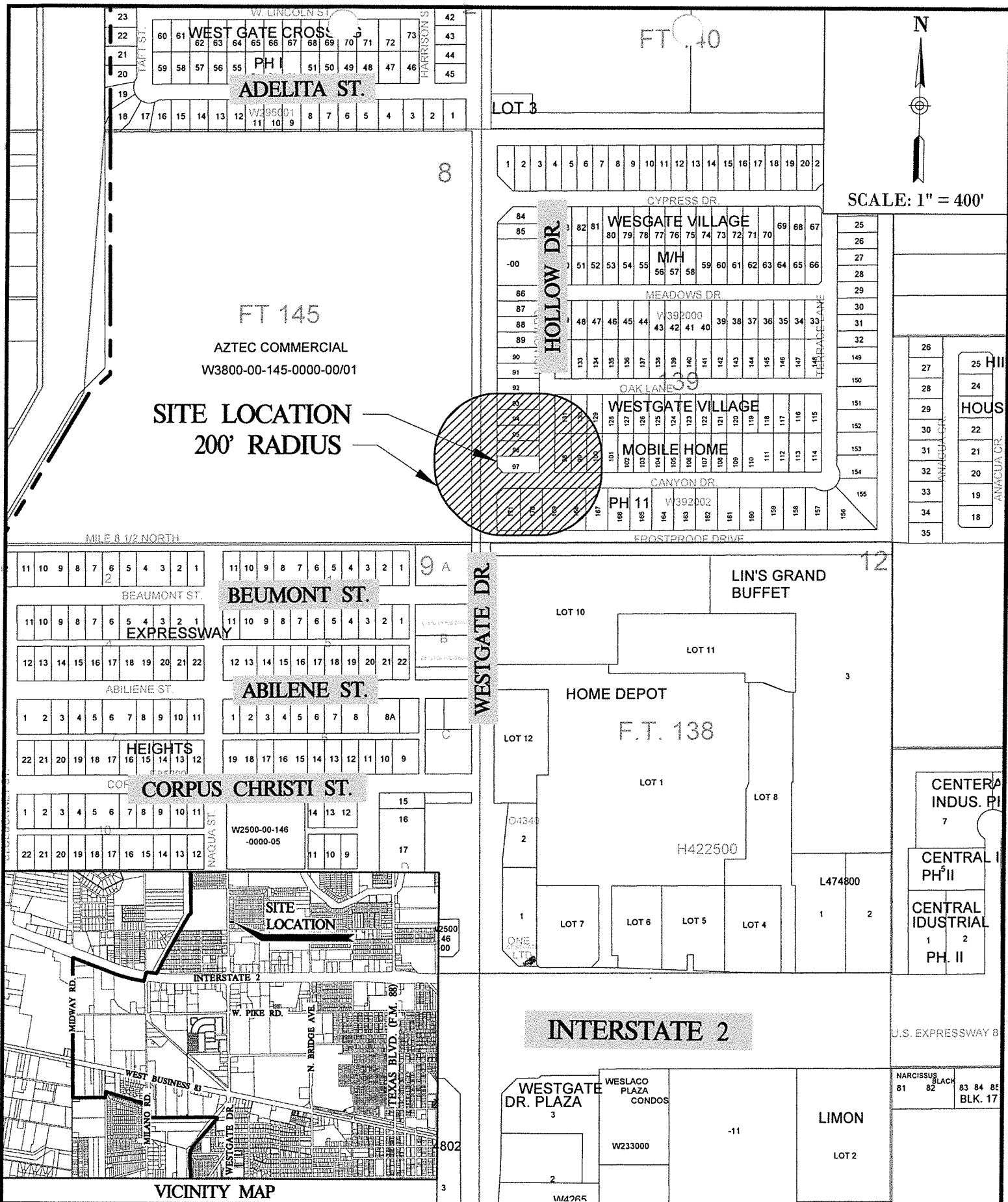
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

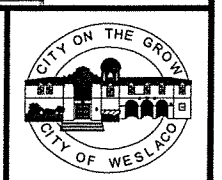
Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

MH/mh



JAVIER PENA
1905 HOLLOW DR.
WESTGATE VILLAGE MOBILE HOME SUBDIVISION, LOT 97
EXIST. R-1



City of Weslaco Code Enforcement Dept.

FEB 21, 2018

DOMAIN DEVELOPMENT	W3800-00-145-0000-00	L: 0
1528 W DOVE AVE	WEST TRACT AN IRR TR W1296.96'-E	B: 0
MCALLEN TX 78504	1570'- FT 145 30.775 AC NET	
	0 WESTGATE DR	
CANTU NOELIA L	W3920-02-000-0092-00	L: 20088
PO BOX 264	WESTGATE VILLAGE M/H PH 2 LOT 92	B: 13756
ALAMO TX 78516	1919 HOLLOW RD	
VILLARREAL FRANCISCO J	W3920-02-000-0093-00	L: 20088
9919 N MILE 6 W	WESTGATE VILLAGE M/H PH 2 LOT 93	B: 13949
WESLACO TX 78599	1917 HOLLOW RD	
YADO HECTOR & MONICA	W3920-02-000-0094-00	L: 20088
PO BOX 1352	WESTGATE VILLAGE M/H PH 2 LOT 94	B: 42915
SANTA ROSA TX 78593	1915 HOLLOW RD	
VASQUEZ WILLIAM	W3920-02-000-0095-00	L: 20088
1913 HOLLOW RD	WESTGATE VILLAGE M/H PH 2 LOT 95	B: 0
WESLACO TX 78599	1913 HOLLOW RD	
BOTELLO JUAN G	W3920-02-000-0096-00	L: 20088
700 W 6TH ST	WESTGATE VILLAGE M/H PH 2 LOT 96	B: 0
WESLACO TX 78596	1909 HOLLOW RD	
PENA JAVIER	W3920-02-000-0097-00	L: 20865
1905 HOLLOW RD	WESTGATE VILLAGE M/H PH 2 LOT 97	B: 0
WESLACO TX 78599	1905 HOLLOW RD	
PARRA MARIA G	W3920-02-000-0098-00	L: 19875
118 N LIBERY ST	WESTGATE VILLAGE M/H PH 2 LOT 98	B: 0
WESLACO TX 78596	1617 CANYON DR	
GONZALEZ SUSANA	W3920-02-000-0099-00	L: 18600
1613 CANYON DR	WESTGATE VILLAGE M/H PH 2 LOT 99	B: 26767
WESLACO TX 78599	1613 CANYON DR	
PALOMARES JULIA	W3920-02-000-0100-00	L: 18600
1609 CANYON DR	WESTGATE VILLAGE M/H PH 2 LOT 10	B: 0
WESLACO TX 78599	0	
	1609 CANYON DR	
WESTGATE VILLAGE HOMES LLC	W3920-02-000-0101-00	L: 13020
PO BOX 1124	WESTGATE VILLAGE M/H PH 2 LOT 10	B: 0
WESLACO TX 78599	1	
	1605 CANYON DR	
ORTIZ NATALIA E ORTIZ	W3920-02-000-0129-00	L: 18600
1608 OAK LN	WESTGATE VILLAGE M/H PH 2 LOT 12	B: 15173
WESLACO TX 78599	9	
	1608 OAK LN	

City of Weslaco Code Enforcement Dept.

FEB 21, 2018

CASIMIRO KAREN & ENRIQUE 1612 OAK LN WESLACO TX 78599	W3920-02-000-0130-00 WESTGATE VILLAGE M/H PH 2 LOT 13 0 1612 OAK LN	L: 18600 B: 26103
J MERCADO INVESTMENTS LLC 1616 OAK LN WESLACO TX 78599	W3920-02-000-0131-00 WESTGATE VILLAGE M/H PH 2 LOT 13 1 1616 OAK LN	L: 19875 B: 42133
CASAREZ YOLANDA H & ELOY 1608 CANYON DR WESLACO TX 78599	W3920-02-000-0167-00 WESTGATE VILLAGE M/H PH 2 LOT 16 7 1608 CANYON DR	L: 28350 B: 0
MOLINA MARIA I 1616 CANYON DR WESLACO TX 78599	W3920-02-000-0168-00 WESTGATE VILLAGE M/H PH 2 LOT 16 8 & 169 1616 CANYON DR	L: 51030 B: 40357
MOLINA MARIA I 1620 CANYON DR WESLACO TX 78599	W3920-02-000-0169-00 WESTGATE VILLAGE M/H PH 2 LOT 16 9 1620 CANYON DR	L: 21263 B: 47725
ZAMBRANO EFRAIN 100 LA HERENCIA APT 174 MERCEDES TX 78570	W3920-02-000-0170-00 WESTGATE VILLAGE M/H PH 2 LOT 17 0 1628 CANYON DR	L: 28350 B: 0
TAX RANCH LLC 3910 W FREDDY GONZALEZ EDINBURG TX 78539	W3920-02-000-0171-00 WESTGATE VILLAGE M/H PH 2 LOT 17 1 1630 CANYON DR	L: 20843 B: 0

ORDINANCE NO. 2018-08

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1905 HOLLOW ROAD ALSO BEING LOT 97 WESTGATE VILLAGE PHASE II SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING TO B-1 NEIGHBORHOOD BUSINESS DISTRICT.

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

SECTION I: R-1 One Family Dwelling District to B-1 Neighborhood Business District being Lot 97, Westgate Village Phase II Subdivision, also being 1905 Hollow Road, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 20th day of March 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1510	
From:			
Subject: Discussion and consideration to accept the check for \$111,900.00, on behalf of Pat Serquina, for the repairs of parking garage located near the intersection of Third Street and Missouri Avenue and authorize Mayor to execute any related documents. (There was no action on February 6, 2018; Staffed by Planning and Code Enforcement.)			
Background: An automobile accident occurred on October 28, 2017 when Pat Serquina, a resident, did not meet the clearance needed to go under parking garage on 3rd Street between Texas Boulevard and Missouri Avenue. Quotes were requested by City Staff with the lowest being \$111,900; only two quotes were received. To proceed with repairs, City must go out for proposals for this project. Proposals were received on March 8, 2018. Lowest proposal received was from Structural Concrete Systems for \$75,952. An alternate proposal was submitted from this company for \$49,625. Budget amendment will be needed to allocate the funds provided by insurance company.			
Funding Source (budget code, if applicable): 01-400-7010			
Amount: \$111,900.00	Term of Impact: 1	Identified in Current Budget: No	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Release Form, Image, Ownership			
Responsibilities upon Approval: Staff will continue process for repairs.			

RELEASE FOR PROPERTY DAMAGE

- ☐ AUTO-OWNERS INSURANCE COMPANY
☐ HOME-OWNERS INSURANCE COMPANY
☒ OWNERS INSURANCE COMPANY
☐ PROPERTY-OWNERS INSURANCE COMPANY
☐ SOUTHERN-OWNERS INSURANCE COMPANY

Claim # 300-0310284-2017

In consideration of the sum of One Hundred Eleven Thousand Nine Hundred
dollars (\$ 111,900), receipt whereof is hereby acknowledged, I do hereby release and forever
discharge Pat Serquina

and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives
and assigns from any and all claims and causes of action for property damage, loss or use, depreciation and diminished
value sustained or

that I may sustain as a result of an accident that occurred on or about the 28 day of October
year 2017 at or near Missouri and 3rd Street, Weslaco Texas

It is expressly agreed this release does not include any claim for bodily injury resulting from the aforesaid accident by
the undersigned.

I understand the parties hereby released admit no liability for said accident and that said payment is made to
terminate further controversy relative thereto.

Signed and sealed this _____ day of _____ year _____.

Witnessed

(CAUTION. READ BEFORE SIGNING)

REFER TO STATE SPECIFIC LANGUAGE ON PAGE 2 BEFORE SIGNING THIS FORM

X
Signature of Claimant

X
Witness Signature

Printed Name of Claimant

Witness Name Printed

Dated: _____

Dated: _____

ALABAMA STATUTES PROVIDE THAT “Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.”

ARIZONA STATUTES PROVIDE THAT “For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.”

ARKANSAS STATUTES PROVIDE THAT “Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”

COLORADO STATUTES PROVIDE THAT “It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.”

FLORIDA STATUTES PROVIDE THAT “Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.”

IDAHO STATUTES PROVIDE THAT “Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.”

INDIANA STATE STATUTES PROVIDE THAT “A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.”

KENTUCKY STATUTES PROVIDE THAT “Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.”

MINNESOTA STATUTES PROVIDE THAT “A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.”

OHIO STATUTES PROVIDE THAT “Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.”

PENNSYLVANIA STATUTES PROVIDE THAT “Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties” and “Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000.”

TENNESSEE STATUTES PROVIDE THAT “It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.”

VIRGINIA STATUTES PROVIDE THAT “It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.”



SPECIAL WARRANTY GIFT DEED

State of Texas
County of Hidalgo

736264

SIESTA VILLAGE, INC., a Texas corporation, ("Grantor"), for and in consideration of the civic pride and dedication of Larry Dittburner and Patricia Dittburner to the citizens of Weslaco, Hidalgo County, Texas, has GRANTED and CONVEYED, and by these presents does GRANT AND CONVEY to **CITY OF WESLACO**, a municipality, ("Grantee" or "City"), whose address is 500 S. Kansas, Weslaco, Hidalgo County, Texas 78596, the following described property, together with all improvements thereon, ("Property"):

TRACT I: Lots Twenty-two (22), Twenty-three (23) and Twenty-four (24), Block Twenty-five (25), Original Townsite of the City of Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Page 30, Map Records, Hidalgo County, Texas; and

TRACT II: A 0.17 acre tract of land out of Lot 9, Block 135, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in the Map Records, Hidalgo County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein;

Subject to: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and *ad valorem* taxes for the years 1998, and subsequent thereto, the payment of which Grantee assumes.

provided, however; that if the Property is not used in accordance with the provisions set forth below, Grantor shall have the right to reenter and assume ownership of the Property, it being the intent of Grantor to convey a fee simple on conditions subsequent estate to Grantee. The provisions applicable to the conditions subsequent estate are as follows:

- a. The "Property" shall be used solely as a public parking facility.
- b. The ground floor level of the parking facility will remain a "free" parking facility for a period of five (5) years, at which time the City Commission will have the right to consider charging a fee for parking on an hourly basis, but shall not have the authority to provide for contract or exclusive parking privileges. In any event, whether during or after the initial five (5) year "free parking" period, the ground floor level of the facility shall be subject to a two-hour limitation on parking privileges. The second floor level of the facility shall always be "free parking" and shall not be subject to any time limitation thereon.
- c. Should the City decide to charge for hourly, temporary parking on the ground floor level of the facility after five (5) years, the City will do so only upon a four-fifths (4/5ths) vote by the Commission.
- d. The City, either through independent contractors, or through its parking or traffic enforcement staff, shall adopt and shall enforce a two-hour tow-away ordinance relating to the ground floor, as allowed by law, and shall maintain signs notifying the public of such two hour limit and tow-away policy relating to the ground floor. Grantor, its successors and assigns shall have the authority to assist in the enforcement of the two-hour parking limit on the ground floor level of the facility by tow truck removal of any vehicle violating such limit, in accordance with the policies and ordinances established by the City.
- e. The City will be responsible for the maintenance and upkeep of the parking facility, including insurance and ad valorem taxes, if assessed, in a commercially reasonable manner.

- f. These restrictions and conditions can only be modified by an agreement signed by Grantor and Grantee filed of record in the Office of the County Clerk of Hidalgo County, Texas.

PROVIDED, FURTHER, that in the event the Property reverts to Grantor as provided herein, Grantee conveys and grants to Grantor a perpetual easement upon and across that portion of Third Street lying between Tract I and Tract II relating to the second floor parking lot over and across Third Street and the alleyway immediately east of Tract II for the purpose of ingress, egress and parking. In such event, Grantor shall be responsible for maintenance and taxes on the Property including all improvements thereon.

TO HAVE AND TO HOLD THE PROPERTY, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the conditions and provisions stated above, to Grantee, its successors and assigns forever, and Grantor binds itself, and its successors and assigns to warrant and forever defend all and singular the Property to Grantee and its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, subject to the conditions and provisions stated above, by, through and under Grantor and not otherwise.

Grantee acknowledges and agrees that Grantor has not made, and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the nature, quality or condition of the property, including, without limitation, the water, soil and geology, (b) the income to be derived from the property, (c) the suitability of the property for any and all activities and uses which grantee may conduct thereon, (d) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations, of any applicable governmental authority or body, (e) the habitability, merchantability or fitness for a particular purpose of the property, (f) any other matter with respect to the property. Grantee also acknowledges that Grantor has not made and specifically disclaims any representations regarding solid waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder or the U. S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulation promulgated thereunder. Grantee further acknowledges and agrees that having been given the opportunity to inspect the property, Grantee is relying solely on Grantee's own investigation of the property and not on any information provided or to be provided by Grantor. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the property was obtained for a variety of sources and that Grantor has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Grantee further acknowledges and agrees that the sale of the property, as provided for herein, is made on an "As Is, Where Is" condition and basis with all faults.

Executed this 30th day of December, 1998.

SIESTA VILLAGE, INC.

By: 
PATRICA A. DITTBURNER, President

ACCEPTED & AGREED:

CITY OF WESLACO

By: *Gene Braught*
GENE A. BRAUGHT, Mayor

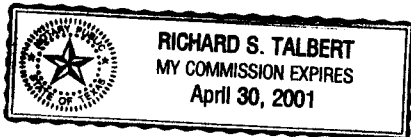
ATTEST:

Amanda C. Elizondo
AMANDA C. ELIZONDO,
City Secretary

(Acknowledgment)

State of Texas

This instrument was acknowledged before me this 30th day of December, 1998, by **PATRICIA A. DITTBURNER, President of SIESTA VILLAGE, INC.,** a Texas corporation, on behalf thereof.



Richard S. Talbert
Notary Public, State of Texas

(Acknowledgment)

State of Texas

This instrument was acknowledged before me on the 30th day of December, 1998, by **GENE A. BRAUGHT, Mayor of the City of Weslaco,** a municipal corporation, on behalf thereof.

Maitha Ayala
Notary Public, State of Texas

After recording return to:

City of Weslaco
500 S. Kansas
Weslaco, TX 78596-6222

Prepared by:

Talbert & McDaniel
612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

File No. 5478

CHAS. A. GREENWOOD, P.E.
PRESIDENT
WM. R. SHEA, P.E.
EXECUTIVE VICE-PRESIDENT

SIGLER, WINSTON, GREENWOOD

& ASSOCIATES, INC.

Consulting Engineers

WESLACO, TX 78596 ☒
1604 E. HWY. 83 • AC 956-968-2194 • FAX 968-8300

MCALLEN, TX 78501 ☐
801 QUINCE, SUITE 15 • AC 956-682-1328
(REPLY TO OFFICE INDICATED)

JOE B. WINSTON, JR., P.E.
SECRETARY
RANDALL C. WINSTON, P.E.
TREASURER

S-4045

A 0.17 acre tract of land out of Lot 9, Block 135, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas, and being more particularly described as follows:

Beginning at a 3/4-inch pipe found for the Southwest corner of this tract of land and lying North 30.00 ft. and West 280.00 ft. from the Southeast corner of said Lot 9, Block 135, thence, North 76.70 ft. to a cotton picker spindle (cps) with pipe found for the Northwest corner;

Thence, South 76° 37' 30" East 98.00 ft. to a cps found for an inside corner;

Thence, North 22.00 ft. to a point for an outside corner;

Thence, East 15.38 ft. to a point for the Northeast corner of this tract of land;

Thence, South 77.70 ft. to a point for the Southeast corner;

Thence, West 111.10 ft. to a 3/4-inch pipe being the Southwest corner of this tract of land, the point of beginning of this description, and containing 0.17 acre, more or less.

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Dec 31, 1998 at 02:10P

As a
Recording

Document Number: 736264
Total Fees : 15.00

Receipt Number - 191897
By,
Bea Cruz

TALBERT & McDANIEL

Attorneys At Law
612 South Texas
Weslaco, Texas 78596-6222
(956) 968-1578

RICHARD S. TALBERT
CHRIS J. McDANIEL

FAX (956) 968-0698

File No. 5478

December 31, 1998

Mr. David Leandro Martinez
Attorney at Law
134 West Fifth Street
Weslaco, Texas 78596

Re: Special Warranty Gift Deed - Siesta Village, Inc. to City of Weslaco

Dear David:

Enclosed please find the original RECORDED Special Warranty Gift Deed relating to the parking garage together with a copy of the recorded Partial Release of Lien affecting that portion of the property described as Tract II in the Deed.

Please see that Mrs. Dittburner is provided with a copy of the "two hour tow-away" ordinance prior to its adoption by the City to insure that her concerns are properly considered and incorporated into the final ordinance. You are authorized to deal directly with Mrs. Dittburner in relation to the ordinance so you will not need to go through me.

Do not hesitate to contact me if you have any questions hereon.

Very truly yours,

TALBERT & McDANIEL



RICHARD S. TALBERT

RST/zow

Enclosures (as stated)

pc: Mrs. Patricia A. Dittburner
Siesta Village Inc.
260 S. Texas
Weslaco, TX 78596

File

TALBERT & McDANIEL

Attorneys At Law
612 South Texas
Weslaco, Texas 78596-6222
(956) 968-1578

RICHARD S. TALBERT
CHRIS J. McDANIEL

FAX (956) 968-0698

File No. 5478

December 30, 1998

HAND DELIVERED

Mr. David Leandro Martinez
Attorney at Law
134 West Fifth Street
Weslaco, Texas 78596

Re: Special Warranty Gift Deed - Siesta Village, Inc. to City of Weslaco

Dear David:

Enclosed please find the original, executed Special Warranty Gift Deed relating to the parking garage which has been executed by Siesta Village, Inc., and contains the changes discussed in our meeting of this morning. Please have the City accept the Deed as indicated and return it to my office for recording with the County Clerk's office before noon on Thursday, December 31, 1998, as it is a condition to the gift that it be finalized prior to January 1, 1999.

In addition to the Deed, I am also enclosing a statement as to the value of the property contributed to the City by my client. Please have the City transfer this to its letterhead, have the Mayor sign the letter, and return it to my office for delivery to my client. The values are important to my client for income tax purposes and are based on the appraised value of Tract I as determined by their recent purchase thereof and an allocated value of Tract II based upon the established value of Tract I.

Do not hesitate to contact me if you have any questions hereon.

Very truly yours,

TALBERT & McDANIEL

Richard S. Talbert

RICHARD S. TALBERT

RST/zow

Enclosures (as stated)

pc: Mrs. Patricia A. Dittburner
Siesta Village Inc.
260 S. Texas
Weslaco, TX 78596

(11)

PARTIAL RELEASE OF LIEN

Date: February 12, 1998

736265

Note:

Date: September 24, 1997
Original Amount: TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS
(\$265,000.00)
Maker: SIESTA VILLAGE, INC.
Payee: EDWARD JOSEPH KIELBOWSKI

Holder of Note and Lien: EDWARD JOSEPH KIELBOWSKI
Holder's Mailing Address: 300 Hibiscus St., San Benito, Texas 78586-4827

Note and Lien are described in the following document: Decd of Trust dated September 24, 1997, executed by SIESTA VILLAGE, INC., recorded under County Clerk's File No. 626681 of the Official Records of Hidalgo County, Texas, securing the payment of a note in the amount of TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$265,000.00), payable to the order of EDWARD JOSEPH KIELBOWSKI, and by a vendor's lien retained in a Warranty Deed with Vendor's Lien of even date therewith recorded under County Clerk's File No. 626680 of the Official Records of Hidalgo County, Texas.

Property to be released from lien: See Exhibit "A" attached hereto and incorporated herein.

Holder of the note acknowledges its partial payment and releases from the lien(s) only the property described above.

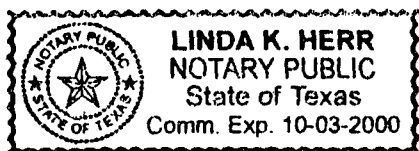
When the context requires, singular nouns and pronouns include the plural.

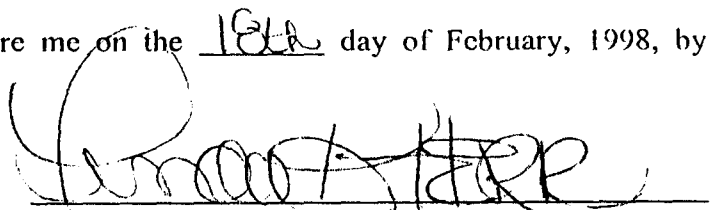

EDWARD JOSEPH KIELBOWSKI

(Acknowledgment)

State of Texas

This instrument was acknowledged before me on the 12th day of February, 1998, by
EDWARD JOSEPH KIELBOWSKI.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Talbert & McDaniel
612 South Texas
Weslaco, TX 78596-6222

PREPARED BY:

Talbert & McDaniel
612 South Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

File/GF Number: 5242

CHAS. A. GREENWOOD, P.E.
PRESIDENT
WM. R. SHEA, P.E.
EXECUTIVE VICE-PRESIDENT

**SIGLER, WINSTON, GREENWOOD
& ASSOCIATES, INC.**
Consulting Engineers

WESLACO, TX 78596 □
1804 E. HWY. 83 • AC 956-968-2194 • FAX 968-8300

MCALLEN, TX 78501 □
801 QUINCE, SUITE 15 • AC 956-682-1328
(REPLY TO OFFICE INDICATED)

JOE B. WINSTON, JR., P.E.
SECRETARY
RANDALL C. WINSTON, P.E.
TREASURER

S-4045

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Thence, South 76° 37' 30" East 98.00 ft. to a cps found for an inside corner;

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Thence, South 77.70 ft. to a point for the Southeast corner;

Thence, West 111.10 ft. to a 3/4-inch pipe being the Southwest corner of this tract of land, the point of beginning of this description, and containing 0.17 acre, more or less.

Kielbowski/Siesta Village, Inc
Partial Release of Lien
Exhibit "A"
Page 1 of 1

Weslaco, TX 78596-6222

Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

File/GF Number: 5242

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Dec 31, 1998 at 02:10P

As a
Recording

Document Number:	736265
Total Fees :	11.00

Receipt Number - 191897
By,

Bea Cruz

File

TALBERT & McDANIEL

Attorneys At Law
612 South Texas
Weslaco, Texas 78596-6222
(956) 968-1578

RICHARD S. TALBERT
CHRIS J. McDANIEL

FAX (956) 968-0698

File No. 5478

December 30, 1998

HAND DELIVERED

Mr. David Leandro Martinez
Attorney at Law
134 West Fifth Street
Weslaco, Texas 78596

Re: Special Warranty Gift Deed - Siesta Village, Inc. to City of Weslaco

Dear David:

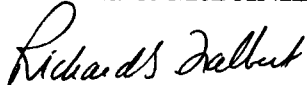
Enclosed please find the original, executed Special Warranty Gift Deed relating to the parking garage which has been executed by Siesta Village, Inc., and contains the changes discussed in our meeting of this morning. Please have the City accept the Deed as indicated and return it to my office for recording with the County Clerk's office before noon on Thursday, December 31, 1998, as it is a condition to the gift that it be finalized prior to January 1, 1999.

In addition to the Deed, I am also enclosing a statement as to the value of the property contributed to the City by my client. Please have the City transfer this to its letterhead, have the Mayor sign the letter, and return it to my office for delivery to my client. The values are important to my client for income tax purposes and are based on the appraised value of Tract I as determined by their recent purchase thereof and an allocated value of Tract II based upon the established value of Tract I.

Do not hesitate to contact me if you have any questions hereon.

Very truly yours,

TALBERT & McDANIEL



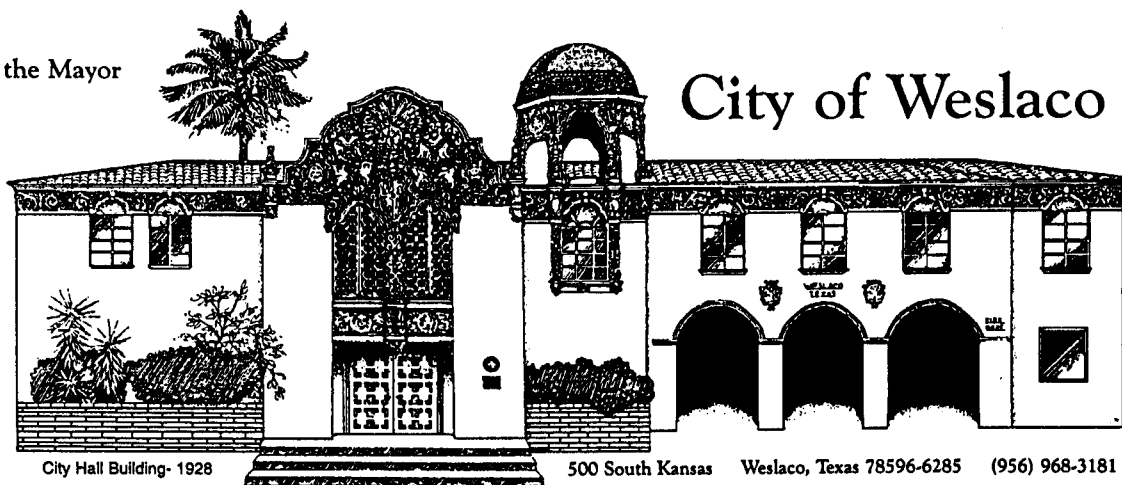
RICHARD S. TALBERT

RST/zow

Enclosures (as stated)

pc: Mrs. Patricia A. Dittburner
Siesta Village Inc.
260 S. Texas
Weslaco, TX 78596

Office of the Mayor



December 30, 1998

Mrs. Patricia A. Dittburner
Siesta Village Inc.
260 S. Texas
Weslaco, TX 78596

Re: Special Warranty Gift Deed

Dear Mrs. Dittburner:

This letter is to acknowledge the acceptance of your gift to the City of Weslaco of the property constituting the "parking garage" adjacent to the Cortez Hotel. In accepting such gift, the City acknowledges that the value of the property subject to such gift is \$160,000.00 for Tract I and \$143,586.00 for Tract II as described in the Special Warranty Gift Deed.

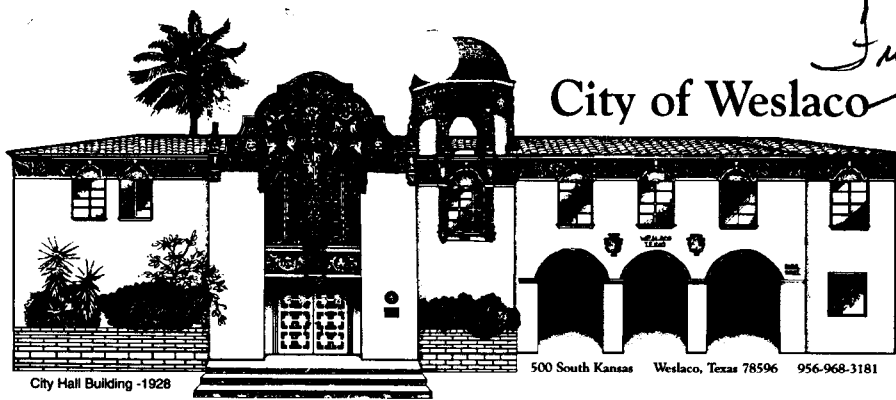
The entire City Commission and all the citizens of Weslaco appreciate your generosity and dedication to the such of Weslaco and thank you for your contribution.

Yours very truly,

CITY OF WESLACO


GENE A. BRAUGHT,
Mayor

"The City on the Grow"



OFFICE OF
THE CITY MANAGER

Amanda,

This information provided to
Ramon Vela by Rich Talbert is
important for the Mayor + Commissioners
to review before the Mayor signs
off on the parking garage property.

Richard Talbert

note: Copies were ~~given~~ delivered to the City
Commission 11/16/98 by Delia.

"The City on the Grow"

ac
—

BARRY E. JONES
ATTORNEY AT LAW

134 W. FIFTH STREET
WESLACO, TEXAS 78596
956/968-6898
FAX 956/968-9787

FACSIMILE TRANSMISSION

TO:

FAX NO:

1. RAMON VELA

412-8282

2.

3.

4.

5.

OCT-08-1998 11:57

LAW OFFICES CDP

956 968 9787 P.01/06

FROM: BARRY E. JONES / JACQUIE SCHWARZ FAX NO: 956/968-9787

DATE: OCT. 8, 1998 RE: SIESTA VILLAGE/WESLACO, TEXAS

NO. OF PAGES (W/COVER PAGE): 6 HARD COPY FOLLOWS: YES NO XXX

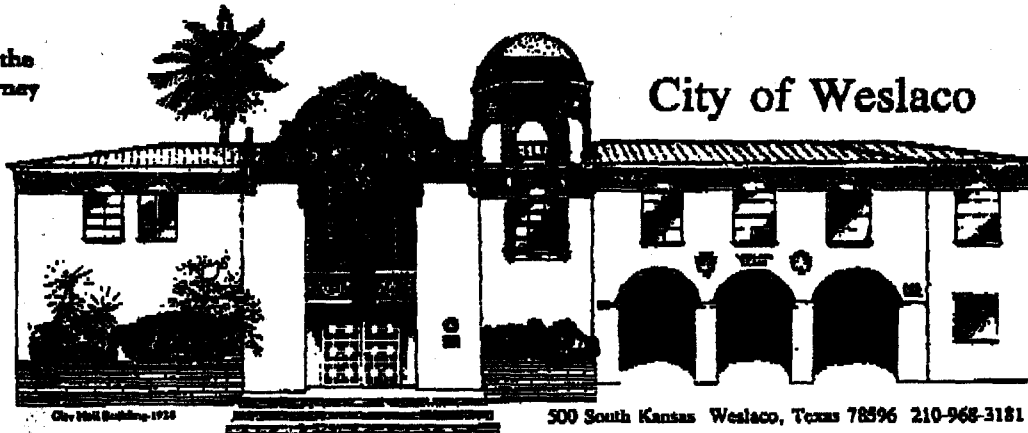
ADDITIONAL COMMENTS: CALL ME AT 956-968-9787

**SHOULD YOU HAVE ANY PROBLEMS WITH RECEPTION, PLEASE CALL
JACQUIE SCHWARZ AT: 956/968-6898 AS SOON AS POSSIBLE.**

CONFIDENTIALITY NOTICE

THIS FACSIMILE TRANSMISSION (AND/OR OTHER DOCUMENTS ACCOMPANYING IT) MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS LEGALLY PROTECTED BY THE ATTORNEY/CLIENT PRIVILEGE. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION, OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE TO ARRANGE FOR RETURN OF THE DOCUMENTS.

Office of the
City Attorney



City Hall Building - 1928

500 South Kansas Weslaco, Texas 78596 210-968-3181

City of Weslaco

October 8, 1998

HAND-DELIVERED

OCT-08-1998 WESLACO CITY COMMISSION CGP

956 968 9787 P.02/06

City of Weslaco
500 S. Kansas
Weslaco, Texas 78596

RE: **SPECIAL WARRANTY GIFT DEED**
Siesta Village, Inc. to City of Weslaco

Dear City Commission:

I enclose herewith a copy of Attorney Rick Talbert's letter dated and hand-delivered to my office on this date, October 8, 1998, regarding the above-referenced. I enclose a copy of the executed revised Special Warranty Deed relating to the parking garage. Additionally, please find the draft Deed indicating the additions and deletions made to said executed Deed. Please review these documents, as well as the contents of Mr. Talbert's letter to me, as soon as possible. Any comments you may have regarding the enclosed, should be relayed immediately to the City Secretary. My understanding is that Mr. and Mrs. Dittburner are scheduled to leave town, therefore, your immediate comments are requested.

Very truly yours,

Ramon Vela: cgm
RAMON VELA, City Attorney

RV:cgm

Enclosure: As stated.

"The City on the Grow"

ALBERT & McDANIEL

Attorneys At Law
612 South Texas
Weslaco, Texas 78596-6222
(956) 968-1578

RICHARD S. TALBERT
CHRIS J. McDANIEL

FAX (956) 968-0698

RECEIVED OCT 0 8 1998

File No. 5478

October 8, 1998

HAND DELIVERED

Mr. Ramon Vela
Attorney at Law
134 West Fifth Street
Weslaco, Texas 78596

OCT-08-1998 11:58

LAW OFFICES CQP

956 968 9787 P.03/06

Re: Special Warranty Gift Deed - Siesta Village, Inc. to City of Weslaco

Dear Ramon:

Enclosed please find a copy of the executed **REVISED** Special Warranty Deed relating to the parking garage and a copy which shows the additions as double underlines and the deletions as strikeouts. I have now had the opportunity to discuss this document with Mrs. Dittburner and she has instructed me to make two (2) changes to the previous document.

First, Mrs. Dittburner says it was always her understanding with the City that the second floor parking would always remain "free" and that the parking on the second floor would not be subject to the two (2) hour limit. This permits employees, tenants and patrons of not only the Villa de Cortez but the surrounding businesses to park on the second floor continuously during the work day.

Second, Mrs. Dittburner indicated that it is imperative that Siesta Village, Inc., d/b/a Villa de Cortez have the authority to enforce the two-hour parking limit on the ground floor. Mrs. Dittburner indicated she had discussed this issue with City personnel and had been assured that it was not a problem to provide the authority for the Villa de Cortez to "have a vehicle towed if the two-hour limit was violated without the necessity of calling the police or otherwise relying on a response from City personnel." I advised Mrs. Dittburner that you had expressed to me concerns about the authority of the City to delegate its police powers to third parties not employed by the City; however, she feels that enforcement is the key to the two-hour limit and that without direct enforcement authority that the two-hour limit would be meaningless. I would suggest that a collateral agreement between our clients be generated which appoints Siesta Village, Inc., d/b/a Villa de Cortez as an agent of the City for purposes of enforcement of the specific restrictions contained in the Special Warranty Deed and which contains agreeable

Mr. Ramon Vela
October 8, 1998
Page 2

language detailing the authority so delegated. No additional consideration would be required for the collateral agreement.

I have added additional language intended to cover these two issues. In addition, I have added a new subparagraph "f" which allows for modification of the restrictions with the written consent of both parties.

After you have had an opportunity to review the changes, please call me to discuss any questions you may have. If the changes are acceptable to the City, I am authorized to deliver the original Special Warranty Deed to the City for recording. If the changes are not acceptable, I do not have any authority to change the wording on the deed and all changes will have to be approved by Mrs. Dittburner upon her return to town next week.

OCT-08-1998 11:59

LAW OFFICES CQP

956 968 9787 P.04/06

At the time of delivery of the deed to the City, the Dittburners would like to obtain a letter from the City acknowledging the gift and stipulating to the value of the gift. The Dittburners are of the opinion that the value of the gift is an amount equal to the sum of the gross purchase price of the Wilt property which is Tract I (a documented "arms length" transaction) and a corresponding value on Tract II based upon per front foot price as calculated from the Wilt property. I am working on the actual value now and will provide it to you shortly.

Do not hesitate to contact me if you have any questions hercon.

Very truly yours,

TALBERT & McDANIEL

Rick

RICHARD S. TALBERT

RST/zow

Enclosures (as stated)

pc: Mrs. Patricia A. Dittburner
(via fax no. 447 - 9912)

TALBERT & McDANIEL

Attorneys At Law
612 South Texas
Weslaco, Texas 78596-6222
(956) 968-1578

RICHARD S. TALBERT
CHRIS J. McDANIEL

FAX (956) 968-0698

RECEIVED OCT 0 8 1998

File No. 5478

October 8, 1998

HAND DELIVERED

Mr. Ramon Vela
Attorney at Law
134 West Fifth Street
Weslaco, Texas 78596

Re: Special Warranty Gift Deed - Siesta Village, Inc. to City of Weslaco

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Enclosed please find a copy of the executed REVISED Special Warranty Deed relating to the parking garage and a copy which shows the additions as double underlines and the ~~deletions as strikeouts~~. I have now had the opportunity to discuss this document with Mrs. Dittburner and she has instructed me to make two (2) changes to the previous document.

First, Mrs. Dittburner says it was always her understanding with the City that the second floor parking would always remain "free" and that the parking on the second floor would not be subject to the two (2) hour limit. This permits employees, tenants and patrons of not only the Villa de Cortez but the surrounding businesses to park on the second floor continuously during the work day.

Second, Mrs. Dittburner indicated that it is imperative that Siesta Village, Inc., d/b/a Villa de Cortez have the authority to enforce the two-hour parking limit on the ground floor. Mrs. Dittburner indicated she had discussed this issue with City personnel and had been assured that it was not a problem to provide the authority for the Villa de Cortez to "have a vehicle towed if the two-hour limit was violated without the necessity of calling the police or otherwise relying on a response from City personnel." I advised Mrs. Dittburner that you had expressed to me concerns about the authority of the City to delegate its police powers to third parties not employed by the City; however, she feels that enforcement is the key to the two-hour limit and that without direct enforcement authority that the two-hour limit would be meaningless. I would suggest that a collateral agreement between our clients be generated which appoints Siesta Village, Inc., d/b/a Villa de Cortez as an agent of the City for purposes of enforcement of the specific restrictions contained in the Special Warranty Deed and which contains agreeable

Mr. Ramon Vela
October 8, 1998
Page 2

language detailing the authority so delegated. No additional consideration would be required for the collateral agreement.

I have added additional language intended to cover these two issues. In addition, I have added a new subparagraph "f" which allows for modification of the restrictions with the written consent of both parties.

After you have had an opportunity to review the changes, please call me to discuss any questions you may have. If the changes are acceptable to the City, I am authorized to deliver the original Special Warranty Deed to the City for recording. If the changes are not acceptable, I do not have any authority to change the wording on the deed and all changes will have to be approved by Mrs. Dittburner upon her return to town next week.

At the time of delivery of the deed to the City, the Dittburners would like to obtain a letter from the City acknowledging the gift and stipulating to the value of the gift. The Dittburners are of the opinion that the value of the gift is an amount equal to the sum of the gross purchase price of the Wilt property which is Tract I (a documented "arms length" transaction) and a corresponding value on Tract II based upon per front foot price as calculated from the Wilt property. I am working on the actual value now and will provide it to you shortly.

Do not hesitate to contact me if you have any questions hereon.

Very truly yours,

TALBERT & McDANIEL



RICHARD S. TALBERT

RST/zow

Enclosures (as stated)

pc: Mrs. Patricia A. Dittburner
(via fax no. 447 - 9912)

SPECIAL WARRANTY GIFT DEED

State of Texas
County of Hidalgo

SIESTA VILLAGE, INC., a Texas corporation, ("Grantor"), for and in consideration of the civic pride and dedication of Larry Dittburner and Patricia Dittburner to the citizens of Weslaco, Hidalgo County, Texas, has GRANTED and CONVEYED, and by these presents does GRANT AND CONVEY to **CITY OF WESLACO**, a municipality, ("Grantee" or "City"), whose address is 500 S. Kansas, Weslaco, Hidalgo County, Texas 78596, the following described property, together with all improvements thereon, ("Property"):

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provided, however; that if the Property is not used in accordance with the provisions set forth below, Grantor shall have the right to reenter and assume ownership of the Property, it being the intent of Grantor to convey a fee simple on conditions subsequent estate to Grantee. The provisions applicable to the conditions subsequent estate are as follows:

- a. The "Property" shall be used solely as a public parking facility,
- b. The ground floor level of the parking facility will remain a "free" parking facility for a period of five (5) years, at which time the City Commission will have the right to consider charging a fee for parking on an hourly basis, but shall not have the authority to provide for contract or exclusive parking privileges. In any event, whether during or after the initial five (5) year "free parking" period, the bottomground floor level of the facility shall be subject to a two-hour limitation on parking privileges. The second floor level of the facility shall always be "free parking" and shall not be subject to any time limitation thereon.
- c. Should the City decide to charge for hourly, temporary parking on the ground floor level of the facility after five (5) years, the City will do so only upon a four-fifths (4/5ths) vote by the Commission.
- d. The City, either through independent contractor, or through its parking or traffic enforcement staff, will develop procedures to ~~allow or~~ enforce and shall enforce a two-hour tow-away policy or ordinance, as allowed by law. Grantor, its successors and assigns shall have the authority to enforce the two-hour parking limit on the ground floor level of the facility by tow truck removal of any vehicle violating such limit.
- e. The City will be responsible for the maintenance and upkeep of the parking facility, including insurance and ad valorem taxes, if assessed, in a commercially reasonable manner.
- f. These restrictions and conditions can only be modified by an agreement signed by Grantor and Grantee filed of record in the Office of the County Clerk of Hidalgo County, Texas.

PROVIDED, FURTHER, that in the event the Property reverts to Grantor as provided herein, Grantee conveys and grants to Grantor a perpetual easement upon and across that portion of Third Street lying between Tract I and Tract II relating to the second floor parking lot over and across Third Street and the alleyway immediately east of Tract II for the purpose of ingress, egress and parking. In such event, Grantor shall be responsible for maintenance and taxes on the Property including all improvements thereon.

TO HAVE AND TO HOLD THE PROPERTY, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the conditions and provisions

stated above, to Grantee, its successors and assigns forever, and Grantor binds itself, and its successors and assigns to warrant and forever defend all and singular the Property to Grantee and its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, subject to the conditions and provisions stated above, *by, through and under Grantor and not otherwise.*

Grantee acknowledges and agrees that Grantor has not made, and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the nature, quality or condition of the property, including, without limitation, the water, soil and geology, (b) the income to be derived from the property, (c) the suitability of the property for any and all activities and uses which grantee may conduct thereon, (d) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations, of any applicable governmental authority or body, (e) the habitability, merchantability or fitness for a particular purpose of the property, (f) any other matter with respect to the property. Grantee also acknowledges that Grantor has not made and specifically disclaims any representations regarding solid waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder or the U. S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulation promulgated thereunder. Grantee further acknowledges and agrees that having been given the opportunity to inspect the property, Grantee is relying solely on Grantee's own investigation of the property and not on any information provided or to be provided by Grantor. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the property was obtained for a variety of sources and that Grantor has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Grantee further acknowledges and agrees that the sale of the property, as provided for herein, is made on an "As Is, Where Is" condition and basis with all faults.

Executed this _____ day of _____, 1998.

SIESTA VILLAGE, INC.

By: _____
PATRICIA A. DITTBURNER, President

Acknowledgment

State of Texas

This instrument was acknowledged before me this _____ day of October, 1998, by **PATRICIA A. DITTBURNER, President of SIESTA VILLAGE, INC.,** a Texas corporation, on behalf thereof.

Notary Public, State of Texas

After recording return to:

City of Weslaco
500 S. Kansas
Weslaco, TX 78596-6222

Prepared by:

Talbert & McDaniel
612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

File No. 5478

SPECIAL WARRANTY GIFT DEED

State of Texas
County of Hidalgo

COPY

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Executed this 8th day of October, 1998.

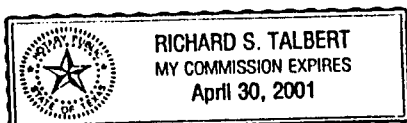
SIESTA VILLAGE, INC.

By: Patricia A. Dittburner
PATRICIA A. DITTBURNER, President

Acknowledgment

State of Texas

This instrument was acknowledged before me this 8th day of October, 1998, by PATRICIA A. DITTBURNER, President of SIESTA VILLAGE, INC., a Texas corporation, on behalf thereof.



Richard S. Talbert
Notary Public, State of Texas

After recording return to:

City of Weslaco
500 S. Kansas
Weslaco, TX 78596-6222

Prepared by:

Talbert & McDaniel
612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

File No. 5478

CHAR. A. GREENWOOD, P.E.
PRESIDENT
WM. R. SHEA, P.E.
EXECUTIVE VICE-PRESIDENT

SIGLER, WINSTON, GREENWOOD
& ASSOCIATES, INC.
Consulting Engineers

WESLACO, TX 78596 ☒ X
1604 E. HWY. 83 * AC 956-968-2194 * FAX 968-8300

MCALLEN, TX 78501 ☐
801 QUINCE, SUITE 15 * AC 956-682-1326
(REPLY TO OFFICE INDICATED)

JOE B. WINSTON, JR., P.E.
SECRETARY
RANDALL C. WINSTON, P.E.
TREASURER

S-4045

A 0.17 acre tract of land out of Lot 9, Block 135, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas, and being more particularly described as follows:

Beginning at a 3/4-inch pipe found for the Southwest corner of this tract of land and lying North 30.00 ft. and West 280.00 ft. from the Southeast corner of said Lot 9, Block 135, thence, North 76.70 ft. to a cotton picker spindle (cps) with pipe found for the Northwest corner;

Thence, South 76° 37' 30" East 98.00 ft. to a cps found for an inside corner;

Thence, North 22.00 ft. to a point for an outside corner;

Thence, East 15.38 ft. to a point for the Northeast corner of this tract of land;

Thence, South 77.70 ft. to a point for the Southeast corner;

Thence, West 111.10 ft. to a 3/4-inch pipe being the Southwest corner of this tract of land, the point of beginning of this description, and containing 0.17 acre, more or less.

EXHIBIT "A"

SPECIAL WARRANTY GIFT DEED

State of Texas
County of Hidalgo

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Special Gift Warranty Deed
Page 1 of 2

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Special Gift Warranty Deed
Page 1 of 2

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Executed this _____ day of _____, 1998.

SIESTA VILLAGE, INC.

By: _____
PATRICIA A. DITTBURNER, President

Acknowledgment

State of Texas

This instrument was acknowledged before me this _____ day of October, 1998, by **PATRICIA A. DITTBURNER, President of SIESTA VILLAGE, INC.,** a Texas corporation, on behalf thereof.

Notary Public, State of Texas

Notary Public, State of Texas

After recording return to:

**City of Weslaco
500 S. Kansas
Weslaco, TX 78596-6222**

Prepared by:

**Talbert & McDaniel
612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)**

File No. 5478

**Special Gift Warranty Deed
Page 2 of 2**

TOTAL P.06

After recording return to:

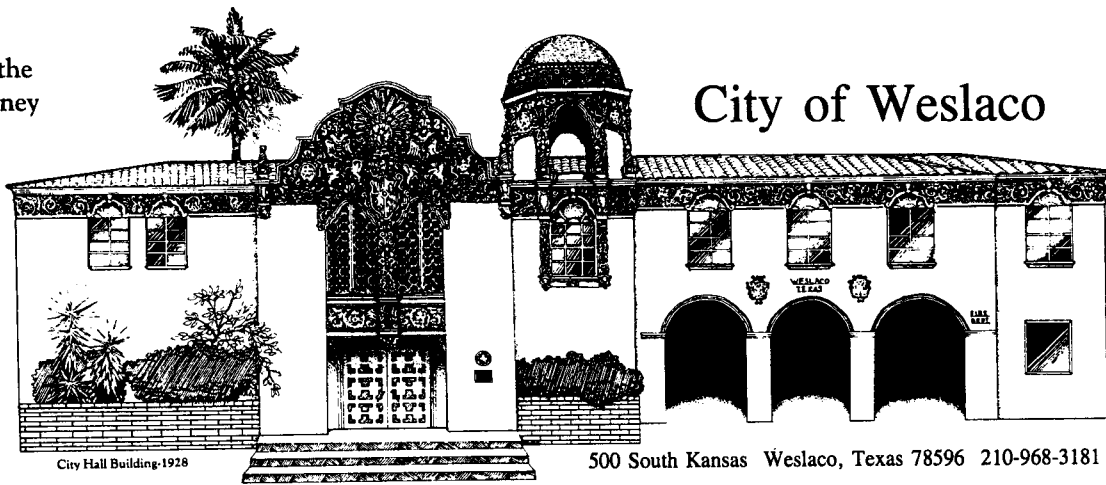
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**Special Gift Warranty Deed
Page 2 of 2**

TOTAL P.06

Office of the
City Attorney



City of Weslaco

October 8, 1998

HAND-DELIVERED

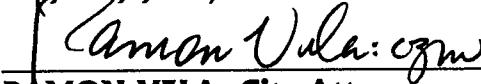
WESLACO CITY COMMISSION
City of Weslaco
500 S. Kansas
Weslaco, Texas 78596

RE: **SPECIAL WARRANTY GIFT DEED**
Siesta Village, Inc. to City of Weslaco

Dear City Commission:

I enclose herewith a copy of Attorney Rick Talbert's letter dated and hand-delivered to my office on this date, October 8, 1998, regarding the above-referenced. I enclose a copy of the executed revised Special Warranty Deed relating to the parking garage. Additionally, please find the *draft* Deed indicating the additions and deletions made to said executed Deed. Please review these documents, as well as the contents of Mr. Talbert's letter to me, as soon as possible. Any comments you may have regarding the enclosed, should be relayed immediately to the City Secretary. My understanding is that Mr. and Mrs. Dittburner are scheduled to leave town, therefore, your immediate comments are requested.

Very truly yours,


RAMON VELA, City Attorney

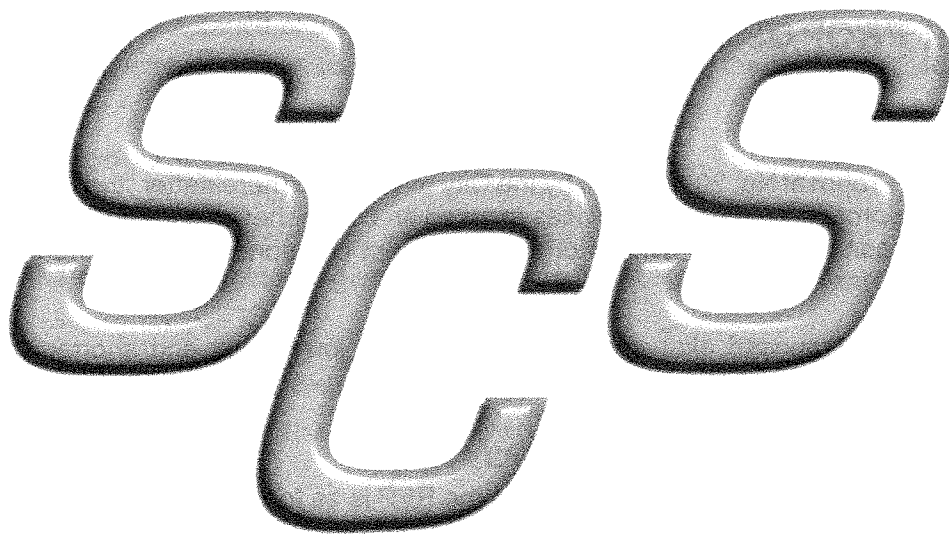
RV:czm
Enclosure: As stated.

"The City on the Grow"



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1601	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to award Request For Proposals 2018-19-09 for the Repairs of the Villa de Cortez Parking Garage and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: Two proposals were received for the parking garage on March 8, 2018. Lowest proposal submitted from Structural Concrete Systems, LLC included an alternate proposal with a lower amount. Original proposal included a total fee of \$75,952. Alternate proposal was for \$49,625. Second proposal included fees of \$109,800. Budget amendment will be needed to allocate the funds provided by insurance company.			
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):			
Mardoqueo Hinojosa		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval of Structural Concrete System's alternate proposal.			
Attachments, if any: docSTRUCTURAL CONCRETE SYSTEMS06196120180315153432, docVANGUARD PROPOSAL06196320180315154727			
Responsibilities upon Approval: Staff will proceed with plans and construction.			



STRUCTURAL CONCRETE SYSTEMS, LLC

Structural Concrete Systems, LLC

Polhemus Engineering Company, PLLC

**PROPOSAL FOR ALTERNATE IN RESPONSE
TO**

RFP #2017-18-09

**REPAIRS FOR VILLA DE CORTEZ PARKING GARAGE
CITY OF WESLACO, TEXAS**

Document 00405

SCHEDULE OF UNIT PRICE WORK

This Document, constitutes a Supplement to Document 00310 - Form of Proposal.
When a Contract is awarded, this Document becomes a supplement to Document 00500 - Form of Agreement
Between Owner and Contractor.

Base Bid – Parking Garage Improvements					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
1	Demolition, removal and hauling of existing 62-ft beam	1	EA	\$21,200.00	\$21,200.00
2	Remove, sandblast, repaint and reinstall steel railing	1	EA	\$ 2,700.00	\$ 2,700.00
3	Removal and reinstall electrical conduit	1	EA	\$ 3,200.00	\$ 3,200.00
4	Traffic Control Plan	1	EA	\$ 1,700.00	\$ 1,700.00
5	Remove and replace elastomeric beaming pads	1	EA	\$ 1,450.00	\$ 1,450.00
6	Provide and install new 62-ft prestressed concrete beam	1	EA	\$37,602.00	\$37,602.00
7	Finish and paint new beam	1	EA	\$ 2,100.00	\$ 2,100.00
8	Engineering design and Plans	1	EA	\$ 6,000.00	\$ 6,000.00
9	Contingencies	1	EA	\$ 0.00	\$ 0.00
Base Bid Total					\$75,952.00
In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.					
GRAND TOTAL (BASE BID):					\$75,952.00
In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.					
SUMMARY					
Total Base Bid					75,952.00

TOTAL BID PRICE (Total Unit Prices – Grand Total)

\$75,952.00

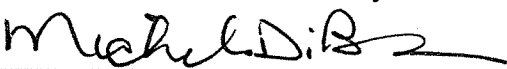
PROPOSED ALTERNATE \$ 49,625.00
TWENTY-ONE (21) DAYS

Notes:

(1) United States Dollars. In the event of a discrepancy, this column shall govern.

Project: Repairs for Villa de Cortez Parking Garage

Project No. 2017-18-09

Bidder's Signature: 



Document 00405

SCHEDULE OF UNIT PRICE WORK

This Document, constitutes a Supplement to Document 00310 - Form of Proposal.
When a Contract is awarded, this Document becomes a supplement to Document 00500 - Form of Agreement Between Owner and Contractor.

Base Bid – Parking Garage Improvements					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
	Demolition, removal and hauling of existing 62-ft beam	1	EA	\$22,400	\$22,400
	Remove, sandblast, repaint and reinstall steel railing	1	EA	\$5,000 ⁰⁰	\$5,000.00
	Removal and reinstall electrical conduit	1	EA	\$5,000 ⁰⁰	\$5,000.00
	Traffic Control Plan	1	EA	\$7,000 ⁰⁰	\$7,000.00
	Remove and replace elastomeric beaming pads	1	EA	\$6,000 ⁰⁰	\$6,000.00
	Provide and install new 62-ft prestressed concrete beam	1	EA	\$37,900 ⁰⁰	\$37,900.00
	Finish and paint new beam	1	EA	\$8,500 ⁰⁰	\$8,500.00
	Engineering design and Plans	1	EA	\$13,000 ⁰⁰	\$13,000.00
	Contingencies	1	EA	\$5,000 ⁰⁰	\$5,000.00
Base Bid Total					\$109,800 ⁰⁰
In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.					
GRAND TOTAL (BASE BID):					\$109,800 ⁰⁰
In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.					
SUMMARY					
Total Base Bid					109,800 ⁰⁰

TOTAL BID PRICE (Total Unit Prices – Grand Total)

\$ 109,800⁰⁰

Notes:

(1) United States Dollars. In the event of a discrepancy, this column shall govern.

Project: Villa De Cortez Parking Garage

Project No. 2017-15-09 Bidder's Signature: [Signature]



Repairs for Villa de Cortez Parking Garage
CITY OF WESLACO

SCHEDULE OF UNIT PRICE WORK

Company: VO Vanguard Engineering Name: VICTOR H. GARCIA

Date: [Signature] Title: President

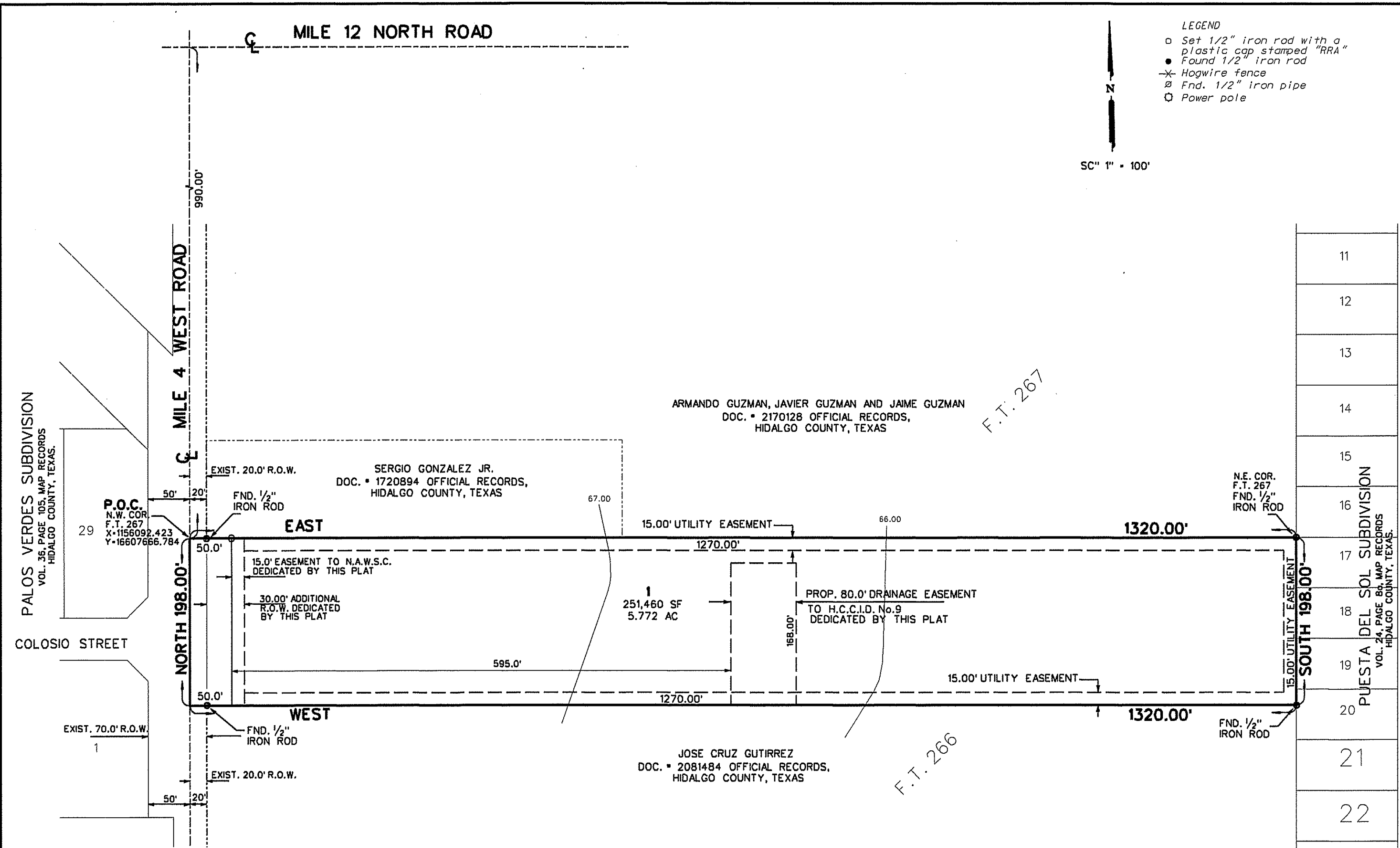
END OF DOCUMENT





Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1602
From: Mardoqueo Hinojosa		
Subject: Discussion and consideration to approve the Final Plat for El Porvenir Subdivision, being a 6.00 acre tract of land Farm Tract 267, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the East side of Mile 4 West Road, 990 feet South of Mile 12 North Road. Possible action. (Staffed by Planning and Code Enforcement Department.)		
Background: The proposed one (1) lot subdivision is outside the City of Weslaco city limits. This subdivision is being serviced with water by N.A.W.S.C. through a 2" waterline. The developer is requesting a variance to provide sanitary sewer services through OSSF. The property is within a Flood Zone "X".		
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): Planning & Zoning recommended approval of the final plat on March 7, 2018 and approval of the OSSF variance on February 7, 2018.		
Minda Hernandez Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval of the final plat.		
Attachments, if any: El Porvenir Final Plat, EL PORVENIR SUBDIVISION - attachments		
Responsibilities upon Approval: Planning staff will advise applicant.		



GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
FRONT 50.0'
REAR 15.0' OR EASEMENT WHICH EVER IS GREATER
SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
30.00' GARAGE / CAR PORT FRONT SET BACK

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET.
18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A
DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION
TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION
CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE
AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

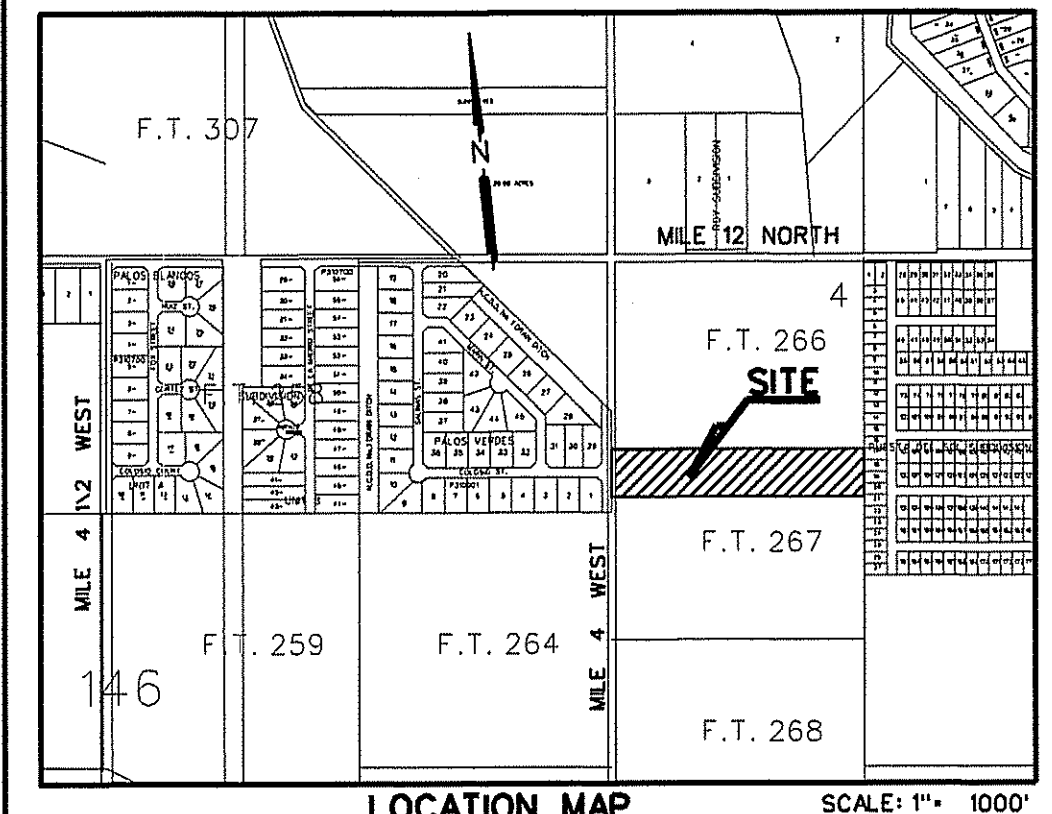
3. • -DENOTES 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED.
○ -DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.
X -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.

4. BENCH MARK: 7144 C.P.S IN POWER POLE LOCATED ON THE NORTHWEST CORNER
OF MILE 12 NORTH AND MILE 4 WEST
NAVD 88 DATUM

5. FLOOD ZONE DESIGNATION:
FLOOD ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAN.
C.P.N. 480334 0450 C
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR DATED MAY 30, 2002

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS
IN THE 100-YEAR FLOOD PLAN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR
FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C.
SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND HIDALGO
COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE
REQUIRED TO DETAIN A TOTAL OF 9,888 CUBIC FEET .022 ACRE-FEET)
OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL
REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE
FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITHIN THE SUBDIVISION
THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE
THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED AT THE
PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS
PLAT. DUE TO THE IMPROVEMENTS BEING GREATER THAN THE PLAT ENGINEER CONSIDERED
IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION
OF A MUNICIPALITY:

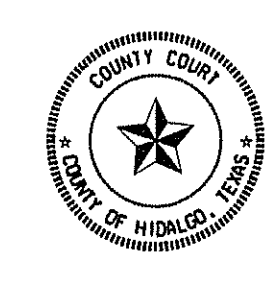
EL PORVENIR SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No.1 AND IS LOCATED EASTERLY
HIDALGO COUNTY, ON THE EAST SIDE OF MILE 4 WEST ROAD, 990 FEET SOUTH OF MILE 12 NORTH
AND THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO
(POPULATION OF 31,442 2010 CENSUS). EL PORVENIR SUBDIVISION LIES WITHIN THE 5 MILE
EXTRATERRITORIAL JURISDICTION OF CITY OF WESLACO UNDER LOCAL GOVERNMENT
CODE § 212.001.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS
TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 12 INCHES MATURE
HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS
THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE
EASEMENT.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON
EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE
OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL
APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO
OCCUPYING THE LOT
9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH
TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET
LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY
AUTHORIZED DEPARTMENT
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY
DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR
THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING
DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE
FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
- E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT
PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
- F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD
ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF
THIS SUBDIVISION
11. JAMES W. TURNER, THE OWNER & SUBDIVIDER OF EL PORVENIR SUBDIVISION
RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING
AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER
OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW
AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE
AVAILABLE TO THE SUBDIVISION.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM
WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY
SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS
SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN
EASEMENT.
14. THE PURCHASE OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL A DRIVEWAY CULVERT
REINFORCE CONCRETE PIPE NO LESS THAN 15 INCH IN DIAMETER AND 24 FEET IN LEHT.
15. 4.0' CONC. SIDEWALK WILL BE CONSTRUCTED AT THE TIME OF BUILDING PERMIT PHASE.
ALONG THE EAST SIDE OF MILE 4 WEST ROAD
16. STREET LIGHT MUST BE LOCATED EVERY 300 FEET

REVISION NOTES			
No.	SHEET	REVISION	DATE [APPROVED]

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: JAMES W. TURNER	2001 S. JACKSON DRIVE	McALLEN, TEXAS. 78503	956 402-734
ENGINEER: GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537	956 784-0218
SURVEYOR: REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

EL PORVENIR SUBDIVISION

A 6.00 ACRE TRACT OF LAND OUT OF FARM TRACT 267, WEST
TRACT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN
VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

COMMENCING AT A POINT ON THE CENTERLINE OF MILE 4 WEST ROAD, FOR THE NORTHWEST
CORNER OF THIS TRACT AND THE NORTHWEST CORNER OF FARM TRACT 267:

THENCE: EAST, ALONG THE NORTH LINE OF FARM TRACT 267, PASSING AT 20.00 FEET TO A
1/2" IRON ROD FOUND FOR THE EAST R.O.W. LINE OF MILE 4 WEST ROAD, A TOTAL DISTANCE
OF 1320.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF FARM TRACT
267, AND THE NORTHEAST CORNER OF THIS TRACT:

THENCE: SOUTH, ALONG THE EAST LINE OF FARM TRACT 267, A DISTANCE OF 198.00 FEET TO
A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT:

THENCE: WEST, PASSING AT 1300.00 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST R.O.W. LINE
OF MILE 4 WEST ROAD, A TOTAL DISTANCE OF 1320.00 FEET TO A POINT ON THE WEST LINE OF
FARM TRACT 267 AND IN THE CENTERLINE OF MILE 4 WEST ROAD FOR THE SOUTHWEST CORNER
OF THIS TRACT:

THENCE: NORTH, ALONG THE WEST LINE OF FARM TRACT 267 AND THE CENTERLINE OF MILE 4 WEST
ROAD, A DISTANCE OF 198.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.00 ACRES OF
LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE
PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES
(HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN
CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION
PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE")
THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY
GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND
ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT,
INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND
REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS
SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER
GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS
ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15" IN WIDTH, AND
GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN
CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN
GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15" IN WIDTH, THE CENTER LINE
THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED
ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR
RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS
INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND
ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID
WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH
EASEMENT HERBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15" IN WIDTH, THE
CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED
HERIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR
BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION
OF THE STRUCTURES REFERRED TO HEREIN, THIS AGREEMENT TOGETHER WITH OTHER
PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE
GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE
OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR
OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED
HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS
EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF
1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE
EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH
FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT,
WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____
DAY OF _____, 2018

OWNER: JAMES W. TURNER
ADDRESS: 2001 S. JACKSON DRIVE
McALLEN, TEXAS. 78503

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS _____ DAY OF _____, 2018

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID No. 9 RIGHTS-OF-WAY AND/ OR EASEMENTS
WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. No. 9
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER
THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID No. 9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITH IN THIS SUBDIVISION.
AS WILL HCCID No. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITH IN THIS SUBDIVISION.
IF DESIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.
4. HCCID No. 9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED
ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE
DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER
HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EL PORVENIR SUBDIVISION WAS
REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____
_____, 2018.

HIDALGO COUNTY JUDGE _____ DATE _____
ATTEST: _____
HIDALGO COUNTY CLERK _____ DATE _____

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER

526 N. 5TH STREET
DONNA, TEXAS. 78537

FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
I JAMES W. TURNER OWNER OF THE 6.00 ACRES TRACT
OF LAND ENCOMPASSED WITHIN THE PROPOSED "EL PORVENIR SUBDIVISION" HEREBY
SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC
USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL
GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE
MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE
MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET,
MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET,
THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: JAMES W. TURNER
ADDRESS: 2001 S. JACKSON DRIVE
McALLEN, TEXAS. 78503

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED
JAMES W. TURNER PROVED TO BE THROUGH THEIR TEXAS
DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED
TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR
STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED
THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2018

NOTARY PUBLIC, FOR THE STATE OF TEXAS

APPROVED BY DRAINAGE DISTRICT: _____

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR
THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS
WATER CODES § 49.211 (G). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE
DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON
GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND
HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE _____

I, THE UNDERSIGNED, THE MAYOR OF THE CITY OF WESLACO, TEXAS, HEREBY CERTIFY
THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION
REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO DATE _____ CITY SECRETARY DATE _____

THIS SUBDIVISION PLAT OF EL PORVENIR SUBDIVISION HAS BEEN SUBMITTED
TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF
WESLACO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, 2018 A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EL PORVENIR SUBDIVISION WAS REVIEWED AND
APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

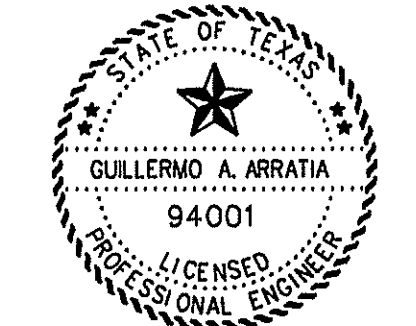
I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN
THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS
CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY
MADE UNDER MY SUPERVISION ON THE GROUND.

REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR • 04032
P.O. BOX 478
107 W. HUISACHE ST.
WESLACO, TEXAS. 78596
PH. 956-968-2422

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER,
IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING
CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

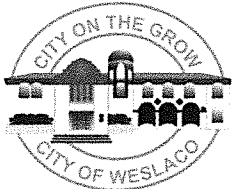
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537



INDEX TO SHEET OF EL PORVENIR SUBDIVISION	
SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ:1 PRINCIPAL CONTACTS
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.C.I.D. CERTIFICATION; H.C.C.I.D. No. 9 CERTIFICATE OF APPROVAL; REVISION NOTES; E.T.J. H.C.D. WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND SEWER SERVICE CONNECTION; ENGLISH AND SPANISH VERSION; 1; TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
SHEET 2	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

MAP OF TOPOGRAPHY AND DRAINAGE MAPA DE TOPOGRAFIA Y DRENAJE

SHEET 2 OF 2



SUBDIVISION PLATTING APPLICATION

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm. Deadline to submit request is 30 days prior to the meeting.

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

FILE NO. SUB18-00002

This form shall be completed by the Property Owner or Applicant and submitted to the Planning Department along with the required number of copies of the respective plat, review fee and all other required information listed below and in the Subdivision Ordinance. The submittal of an application does not constitute acceptance for processing until the staff reviews and determines the application is complete.

GENERAL INFORMATION

Name of Subdivision: EL PORVENIR SUBDIVISION

Location: EAST SIDE OF HIGHWAY WEST, 990 FEET SOUTH OF HIGHWAY 12 NORTH RD.

Legal Description: A 6.00 ACRE TRACT OF LAND OUT OF FARM TRACT 267, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS

Is subdivision inside city limits? YES ☒ NO ☐

If subdivision is in the ETJ, indicate? ☒ 2 Mile ☐ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R1

Existing Land Use: R1 Proposed Land Use: R1

Number of Lots Proposed: 1 Gross Acreage: 6.00

Title Report Submitted: Yes ☒ No ☐

OWNER INFORMATION

Owner's Name: JAMES W. TURNER Telephone: (956) 402-7314

Address: 2001 S. JACKSON RD Fax:

City: McAllen State: TX Zip: 78503 E-mail: sell4jwtrc.net

ENGINEER INFORMATION

Name: WILLIE ALDARCA, P.E. Telephone: (956) 764-0218

Address: 526 N. 5th St. Fax:

City: DONNA State: TX Zip: 78537 E-mail: namengineering@yahoo.com

VARIANCE

Will proposed subdivision require a variance to the Code?

☒ YES ☐ NO

Describe in detail the variance requested and reason why:

FOR SEPTIC TANK SYSTEM

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: U. A. W. S. C.

☒ YES ☐ NO Wastewater Provision: OSSF

☒ YES ☐ NO Electric Company: AEP

☐ YES ☒ NO Phone Utility

☐ YES ☒ NO Gas Utility

☐ YES ☒ NO Cable Utility

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District 9

☒ YES ☐ NO Irrigation District No. 1

Has the property been assessed as flat rate irrigable property: ☐ YES ☒ NO

Have Water Rights been conveyed to City/Water Supplier? ☐ YES ☒ NO

(Attach written proof of such assessment or that it has never been assessed as such a property) If YES, attach an estimate from the irrigation district of the proportional water rights for the subdivision as calculated under Texas Water Code § 49.505.

SUBMITTALS REQUIRED FOR SUBDIVISION REVIEW

Seven (7) sets of preliminary plat folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov

\$50.00 Subdivision Review fee

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

Contours

Flood Zones

Adjoiners

Existing & Proposed street names

Utility Layout

Existing & Proposed Utilities

Proposed Fire Hydrants

Adjoiners

Street names

Drainage plans and calculations with engineer's seal

Elevations

Flood directional arrows

Detention areas

Street names

Proof of ownership of the property

If septic tank system required, submit soil evaluation report

Water Rights associated with the property

Tax Receipt for all taxing entities showing that taxes are paid in full

Number of fire hydrants proposed for subdivision

Trip Generation Worksheet

SUBMITTALS REQUIRE FOR PRELIMINARY (P & Z)

_____ Twelve (12) sets of plans **FOLDED & STAPLED** (24 x 36) with all corrections done
_____ \$350.00 (one time fee for preliminary and final plat)

SUBMITTALS REQUIRED FOR FINAL (P & Z)

_____ Twelve (12) sets of plans **FOLDED & STAPLED** (24 x 36) & PDF copy with all corrections
_____ Plats to be sealed by Professional Engineer
_____ Approved Drainage Report
_____ Traffic Impact Analysis (If required)

SUBMITTALS REQUIRED FOR FINAL (City Commission)

_____ One set of 8 1/2 x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

_____ Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
_____ Engineering cost estimates for 3% geotechnical testing fees

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

_____ Electronic file of final plat and as-builds
_____ Reproducible plat to be recorded with all required signatures
_____ 2% inspection fee
_____ Memo from engineering inspector releasing subdivision
_____ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
_____ 30 Year Water and 30 Year Sewer Service Agreements
_____ Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

_____ Sealed engineering cost estimates
_____ Letter of Credit/Performance Bond/Escrow

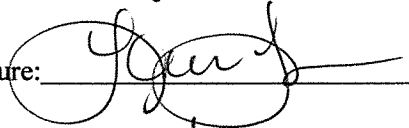
**** Any revisions requested would require resubmission of plats and reduced copy reflecting changes.**

AUTHORIZATION AND ACKNOWLEDGEMENTS

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

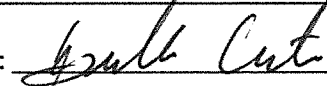
I certify that the above information is correct and complete to the best of my knowledge. I understand that I must comply with all applicable local, state, and federal regulations.

Owner Printed Name: James W. Turner

Owner Signature:  Date: 1/29/2018

Willie Aratia

is the authorized agent

Authorized Agent Signature:  Date: 1/29/2018

Authorized Agent Printed Name: Willie Aratia

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid: _____

Preliminary Subdivision Review Date: _____

Preliminary Revisions and Final Plat Submitted: _____

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

Rezoning Required _____ YES _____ NO

P & Z Meeting _____ City Commission Mtg _____

Variance Requested _____ YES _____ NO

P & Z Meeting _____ City Commission Mtg _____

Variance Granted: _____

General Comments: _____

CITY OF WESLACO
956-968-3181

REC#: 02346453 2/05/2018 9:08 AM
OPER: MDTam TERM: 006
REF#: 5157
PAID BY:

TRAN: 235.1000 PROCESSING FEE
GUILLERMO ARRATIA
SUB 18-00002
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

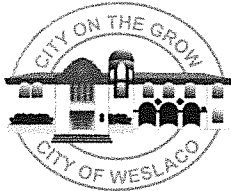
TRAN: 203.0000 SUBDIVISION INSPECT
GUILLERMO ARRATIA
SUB 18-00002
01 -400-1025
SUBDIVISION INSPECT 350.00CR

TRAN: 235.1000 PROCESSING FEE
GUILLERMO ARRATIA
VAR 18-00008
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT
GUILLERMO ARRATIA
VAR 18-00008
01 -400-1025
SUBDIVISION INSPECT 50.00CR

TENDERED: 60.00 CHECK
350.00 CHECK
APPLIED: 410.00

CHANGE: 0.00



APPLICATION FOR VARIANCE

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. VAR18-00008

GENERAL INFORMATION

Name of Subdivision: EL PORVENIR SUBDIVISION

Location: EAST SIDE OF MILE 4 WEST, 990 FEET SOUTH OF MILE 12 NORTH

Legal Description: A 6.00 ACRE TRACT OF LAND OUT OF FARM TRACT 267, WEST TRACT SUBDIVISION, HIDALGO COUNTY TEXAS.

VARIANCE TYPE:

☐ Streetlights ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☒ Sanitary Sewer ☐ YES ☒ NO

Describe in detail the reason for the variance request:

There is no sanitary sewer near this property. a DSSF will be use.

☐ Fire Hydrants ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Drainage ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Minimum Lot Size ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☐ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: JAMES W. TURNER Telephone: (956) 402-7314
Address: 2001 S. JACKSON RD. Fax: _____
City: McAllen State: Tx Zip: 78503 E-mail: sally@jwta.net

AUTHORIZATION AND ACKNOWLEDGEMENTS

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

I certify that the above information is correct and complete to the best of my knowledge. I understand that I must comply with all applicable local, state, and federal regulations.

Owner Printed Name: James W. Turner

Owner Signature: [Signature] Date: 1/29/2018

Willie Aracis is the authorized agent

Authorized Agent Signature: [Signature] Date: 1/29/2018

Authorized Agent Printed Name: Willie Aracis

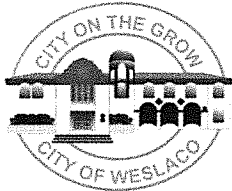
THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Meeting _____ City Commission Mtg _____

Variance Granted: _____

General Comments: _____



SUBDIVISION REVIEW APPLICATION

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

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

FILE NO. SRV18-00002

This form shall be completed by the Property Owner or Applicant and submitted to the Planning Department along with the required number of copies of the respective plat, review fee and all other required information listed below and in the Subdivision Ordinance. The submittal of an application does not constitute acceptance for processing until the staff reviews and determines the application is complete.

GENERAL INFORMATION

Name of Subdivision: EL PORVENIR SUBDIVISION

Location: A 6.00 ACRE TRACT OF LAND OUT OF FARM TRACT 267, WEST TRACT SUBDIVISION, ACCORDING TO PLAT RECORDED IN VOL. 2, PG. 34-37, MAP RECORDS H.C. 14

Legal Description: ~~WEST SIDE~~ EAST SIDE OF MILE 4 WEST RD, 990 FEET SOUTH OF MILE 12 NORTH RD

Is subdivision inside city limits? ☐ YES ☒ NO

If subdivision is in the ETJ, indicate? ☒ 3.5 Mile ☐ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: N/A

Existing Land Use: RESIDENTIAL

Proposed Land Use: RESIDENTIAL

Number of Lots Proposed: 1

Gross Acreage: 6.0

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: JAMES W. TURNER

Telephone: _____

Address: 2001 S. JACKSON DR.

Fax: _____

City: McAllen

State: TX

Zip: 78503

E-mail: _____

ENGINEER INFORMATION

Name: GUILBERTO ARRAPIA, P.E.

Telephone: 402-7314

Address: _____

Fax: _____

City: _____

State: _____

Zip: _____

E-mail: _____

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: N.A.W.S.C.
☒ YES ☐ NO Wastewater Provision: OSSI
☒ YES ☐ NO Electric Company: AEP

☐ YES ☒ NO Phone Utility	☐ YES ☒ NO Gas Utility	☐ YES ☒ NO Cable Utility
---	---	---

Proposed subdivision is in the following districts:

☐ YES ☒ NO Drainage District <u>1</u>	☒ YES ☐ NO Irrigation District <u>9</u>
--	--

Has the property been assessed as flat rate irrigable property: ☐ YES ☒ NO

Have Water Rights been conveyed to City/Water Supplier? ☐ YES ☒ NO

(Attach written proof of such assessment or that it has never been assessed as such a property) If YES, attach an estimate from the irrigation district of the proportional water rights for the subdivision as calculated under Texas Water Code § 49.505.

SUBMITTALS REQUIRED FOR SUBDIVISION REVIEW

- ☒ Seven (7) sets of preliminary plat folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdela Fuente@weslacotx.gov
- ☒ \$50.00 Subdivision Review fee
- ☒ One 11" X 17" reduced copy of plat
- ☐ Plat Layout
 - ☐ Existing & Proposed Easements
 - ☐ Existing & Proposed ROW
 - ☐ Existing & Proposed Drainage Easements
 - ☐ Contours
 - ☐ Flood Zones
 - ☐ Adjoiners
 - ☐ Existing & Proposed street names
- ☐ Utility Layout
 - ☐ Existing & Proposed Utilities
 - ☐ Proposed Fire Hydrants
 - ☐ Adjoiners
 - ☐ Street names
- ☐ Drainage plans and calculations with engineer's seal
 - ☐ Elevations
 - ☐ Flood directional arrows
 - ☐ Detention areas
 - ☐ Street names
- ☐ Proof of ownership of the property
- ☐ If septic tank system required, submit soil evaluation report
- ☐ Water Rights associated with the property
- ☐ Tax Receipt for all taxing entities showing that taxes are paid in full
- ☐ Number of fire hydrants proposed for subdivision
- ☐ Trip Generation Worksheet

AUTHORIZATION AND ACKNOWLEDGEMENTS

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

I certify that the above information is correct and complete to the best of my knowledge. I understand that I must comply with all applicable local, state, and federal regulations.

Owner Printed Name: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature: Juan Saenz Date: 1-19-18

Authorized Agent Printed Name: Juan Saenz

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid: _____

Preliminary Subdivision Review Date: _____

General Comments: _____

CITY OF WESLACO

968-3181

PER #: 02341511 1/22/2018 8:29 AM

OPER: KArev TERM: 036

REV #: 005155

PAID BY:

TRAN: 235.1000 PROCESSING FEE
5981

01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT
5981

01 -400-1025
SUBDIVISION INSPECT 50.00CR

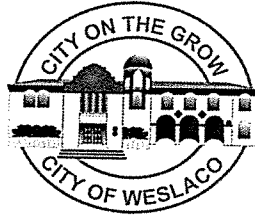
TENDERED: 55.00 CHECK
APPLIED: 55.00-

CHANGE

0.00

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

February 8, 2017

James W. Turner
2001 S. Jackson Road
McAllen, Texas 78503

Re: Preliminary Plat for El Porvenir Subdivision – being a 6.00 acre tract of land Farm Tract 267, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the East side of Mile 4 West Road 990 feet South of Mile 12 North Road.

Dear Applicant:

Please be advised that the Planning and Zoning Commission approved your Preliminary request at their regular meeting on February 8, 2018.

This item will be presented to the Planning and Zoning Commission for final plat approval on February 20, 2018. Please make arrangements for you or a representative to attend.

Should you need additional information or have any questions, please call the Planning Department at (956) 447-3403.

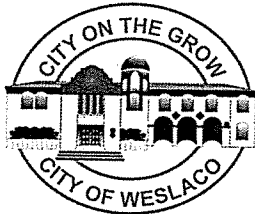
Attentively,

Mardoqueo Hinojosa, P.E., C.F.M.
Planning Director/City Engineer

cc: Guillermo Arratia, P.E.
526 N. 5th Street
Donna, Texas 78537

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

February 8, 2017

Guillermo Arratia, P.E.
526 N. 5th Street
Donna, Texas 78537

Re: Preliminary Plat for El Porvenir Subdivision – being a 6.00 acre tract of land Farm Tract 267, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the East side of Mile 4 West Road 990 feet South of Mile 12 North Road.

Dear Applicant:

Please be advised that the Planning and Zoning Commission approved your Preliminary request at their regular meeting on February 8, 2018.

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Should you need additional information or have any questions, please call the Planning Department at (956) 447-3403.

Attentively,

Mardoqueo Hinojosa, P.E., C.F.M.
Planning Director/City Engineer

CITY OF WESLACO

PLANNING AND CODE ENFORCEMENT DEPARTMENT

SUBDIVISION REVIEW

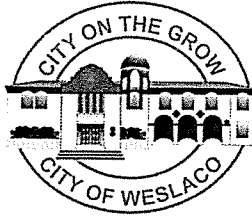
NAME OF SUBDIVISION: El Porvenir 01/30/2018

SIGN IN FORM

1	Name	Company	Phone #
2	Rebekah de la Fuente	COW	447-3401
3	Charles Warren	PD	956-4631180
4	Efrain Trifon	City of Weslaco	(956) 472-2181
5	Rolando Garza	City of Weslaco	956-472-2181
6	Marques Hinojosa	City of Weslaco	956-477-3403
7	Mike Swinner	Weslaco FMO	447-3415
8	Marcelo Cosme	City of Weslaco	532-8342
9	Willie Anafia	RAIN ENGINEERING	784-0218
10			
11			
12			
13			
14			
15			
16			
17			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

January 29, 2018

Nain Engineering, L.L.C.
526 N. 5th Street
Donna, Texas 78537
Engineering Firm No. F-9050

Re: Plat Review- El Porvenir Subdivision

Mr. Guillermo A. Arratia

Please find below comments to the above-mentioned project:

Plat

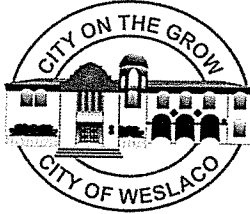
1. Show Farm Tract Numbers for adjacent Lots and Point of Commencement for this property.
2. Signature Block is needed for Chairman, Planning Commission.
3. Signature Block is needed for Secretary and Mayor.
4. Legend needs to be shown on plat
5. Existing contours and grades need to be shown on property.
6. Total width of Existing R.O.W. needs to be shown.
7. Show locations of existing fire hydrants near location.
8. Show Northern and Easting for point of Commencement.

Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

January 30, 2018

James W. Turner
2001 S Jackson Drive
McAllen, Texas 78503

Re: El Porvenir Subdivision Review

Dear Applicant:

As per the plan set received, please find below general comments that need to be addressed for the above mentioned subdivision:

1. Add Plat note - Streetlight must be located every 300 feet
2. Add Plat Note- A 4 ft. sidewalk is required along exterior perimeter upon the issuance of a building permit.
3. Include all appropriate signature lines. - Add signature lines for the Mayor and Planning & Zoning Chairman
4. Apply for a variance to the installation of OSSF

Should you need additional information or have any questions, please call the Planning Department at (956) 447-3401.

Sincerely,

Rebekah de la Fuente, CFM
Senior Planner

CC: Guillermo Arratia

WESLACO FIRE MARSHAL'S OFFICE
255 S. Kansas
Weslaco, Texas 78596
(956) 447-3415 Fax (956) 969-4921

DATE: 01/22/18 OCCUPA CLASS: Subdivision
FACILITY NAME: El Porvenir Subdivision
PHYSICAL & MAILING ADDRESS: Mile 4 West by Mile 11 1/4 North
PHONE #: _____ OWNER/MANAGER: _____

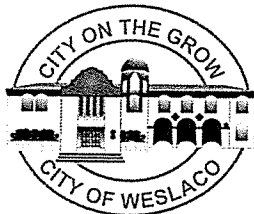
PLAN REVIEW – CHECK OFF LIST

X		Approved as submitted	X	with notes
	A	Illuminated exit signs and emergency lighting shall be combination with 90 minute battery pack back-up.		
	B	All restrooms shall have emergency lighting with 90 minute battery pack back-up.		
	C	Shall provide minimum 5 lb. ABC dry chemical extinguisher at 50' intervals for non-sprinklered building, 75' intervals for sprinklered building, annually inspected & tagged by a licensed agency and mounted no higher than 48" from top to ground. NFPA 10, Latest Edition & IFC 2015 Edition, Section 906.		
	D	Shall have fire alarm company submit plans for proposed fire alarm.		
	E	Shall have fire alarm system installed in accordance with the latest editions of NFPA 70 & 72, by a licensed agency and monitored 24/7 by an outside agency. Shall call our office 24 hours in advance for trip test. NFPA 101, Life Safety Code, 2015 Edition		
	F	Shall have fire alarm system tied into the sprinkler system to monitor flow and tamper switches. Shall also be tied into the suppression system for the kitchen hood. NFPA 101, Life Safety Code, 2015 Edition.		
	G	Shall have automatic sprinkler system installed by a licensed agency and in accordance with the latest edition of NFPA 13. Sprinkler company shall submit plans to our office and ISO for review. Shall contact our office 24 hours in advance for underground & aboveground hydrostatic tests. IFC, 2015 Edition, Section 903 & 912 and latest edition of NFPA 13. No ceiling shall be in place until aboveground hydrostatic test has been approved.		
	H	If cooking that releases grease latent vapors, shall provide hood suppression system installed by a licensed agency; hood shall vent to exterior of building. NFPA 96, Latest edition. An approved method shall be provided that will ensure that the appliance(s) is returned to an approved design location, NFPA 96, Section 12.1.2.3.1 Shall call our office 24 hours in advance for trip test. IFC, 2015 Edition, Section 904.		
	I	Shall have 1 – K extinguisher for kitchen annually inspected by a licensed agency. IFC, 2015 Edition, Section 904.11.5		
X	J	Shall have fire hydrant within 400'. Shall have 4 1/2" outlet facing the street with 18" to 24" clearance from bottom of outlet to grade level for hydrant wrench. Hydrants shall be marked on the streets with reflective blue marker to show location of hydrants. Hydrants shall have 3' clearance from any fences, poles, brush, etc.		
	K	Fire department connection shall be free-standing, away from the building, minimum 1 1/2 times the building height, out of the collapse zone, and within 100' of a fire hydrant. FDC shall be protected from impact with 4" diameter concrete filled bollards, cemented 4' into the ground with 3' above ground. Shall be spaced 3' apart. Shall have a reflective sign indicating "FDC" with 6" high letters, 1/2" wide. IFC, 2015 Edition, Section 903.3.7 and all of section 912, IFC, 2015 Edition, and latest edition of NFPA 13. The FDC connection shall be the 5 inch storz with a 30 to 40 degree downward deflection angle adapter. Tamper protection for backflow preventer shall be of an approved type and approved by Authority Having Jurisdiction.		
	L	Access roads shall be 26' minimum with hydrant unobstructed, 20' without hydrant unobstructed. All weather surface road that supports the imposed loads of fire apparatus shall be in place (concrete or asphalt).		
	M	Fire apparatus access road shall comply with IFC 2015 Edition, Appendix D. (Cul-de-sac, wye, hammerhead)		
	N	Shall have evacuation routes, with primary & secondary exits marked, in place. IFC, 2015 Edition, Section 404.		
	O	Shall maintain a clear path for means of egress in the following areas:		
	P	Shall have all exit doors open in the direction of egress travel. If equipped with a locking device, it shall be of an approved type.		
	Q	Every room or space that is an Assembly occupancy shall have the occupant load posted in a conspicuous place.		
	R	Shall maintain 44" clearance between aisles.		
	S	Gated community shall submit specs on gate and shall maintain a 20' clearance on each side of island prior to installation of gate. Shall provide combination for access to subdivision. Shall provide Knox Box Gate Entry System.		
	T	Shall post address in front of building plainly visible from the street with 6" x 1/2" stroke letters or numbers.		
	U	Shall have Knox Box, 3200 Series, with hinged door, installed for fire department access. www.KnoxBox.com		
	V	Shall have Knox FDC 5 inch Storz Caps in place. www.KnoxBox.com		
	W	Shall have an exterior door to Riser Room. Shall label Riser Room with a white reflective sign to read "Riser Room" with 6" x 3/4" stroke red letters.		
	X	Shall provide fire lane painted with 6" red striping, with white lettering 4" x 3/4" stroke to read "No Parking Fire Lane" spaced every 10 to 12 feet.		
	Y	Shall submit a complete set of plans for construction to my office for further requirements.		
X	Z	Shall pay appropriate fees for the following:	X	Plan review (\$75.00)
		Sprinkler system plan review		Aboveground hydro test
				Fire alarm plan review
				Fire alarm trip test
				Underground hydro test
				Suppression system trip test

Asst. Fire Marshal Mike Swinnea
FIRE MARSHAL/FIRE INSPECTOR

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

INTERNAL MEMO

DATE: January 22, 2018

TO: Rebekah de la Fuente, Senior Planner
Efrain Tafolla/Construction Insp./CADD Supervisor
Gilbert Garcia, Construction Inspector
Pete Garcia, Public Works Director/ Olga Garza
Chris Sanchez, Fire Marshal/Mike Swinnea
Rolando Gonzalez, Building Official
Interim Chief Robert de la Cerda, Police Department

FROM: Mardoqueo Hinojosa, P.E., Planning Director/ City Engineer *MH*

SUBJECT: Subdivision Review Meeting

A subdivision review meeting will be held on **Tuesday, January 30, 2018** in the Planning Department Conference Room B. It is imperative that you attend. Listed below is the subdivision that will be discussed:

➤ **El Porvenir Subdivision – 9:00 a.m.**

Please make every effort to attend or send a representative, if you or a representative is unable to attend, submit your comments in writing. **Be advised that all comments must be received before the scheduled meeting in order to avoid delays of construction.**

Should you have any questions, please call 447-3401.

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET, DONNA, TEXAS. 78537 PH. (956) 784-0218
FIRM No. F-9050

DRAINAGE REPORT
For
EL PORVENIR SUBDIVISION

I. PROJECT LOCATION

A 6.00 acre tract of land out of the Farm Tract 267, West Tract Subdivision, according to the map recorded in volume 2, pages 34-37, map records, Hidalgo County, Texas, and is located on the east side of Mile 4 West Road, 990.00 feet south of Mile 12 North Road. This property is located within the County of Hidalgo and within the 5 mile ETJ's of the city of Weslaco (Refer to Exhibit B).

II. FLOOD PLAIN

The subject tract lies in Zone "X", - areas determined to be outside 500-year flood plain. F.E.M.A.-F.I.R.M. Map No. 480334 0450 C, Map Revised; June 6, 2000 Revised to Reflect LOMR dated May 30, 2002.(Refer to Exhibit C).

III. SOIL CONDITIONS

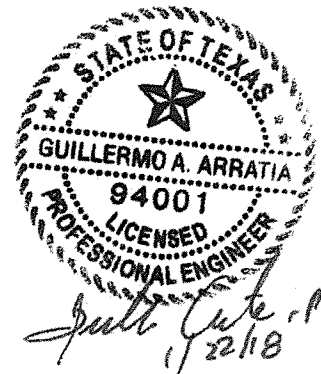
A review of the Soil Survey of Hidalgo County indicates the subject tract lies in an area of predominantly Hidalgo (28) and Willacy (70) sandy clay loam soil that has a pour low shrink-swell potential and is listed in Hydrological Group B. (Refer to exhibit D)

IV. EXISTING CONDITIONS

The subject tract is currently developed, has an existing house. The existing terrain has a grade of approximately (0.01%). Existing runoff (2.32 cfs) from the site is by form of sheet flow runs towards the west side of this tract.

V. PROPOSED CONDITIONS

The proposed conditions for this subject tract is for one lot for residential use. The storm runoff after development will be increase 1.58 cfs for a total 3.9 cfs, I have calculated that 2,652 cf of storm runoff for a 25 year design frequency, will be detained within the property by natural low areas and outfalling into the road side ditch of Mile 4 West Road, an 18 inch pipe with safety end treatments will be required at driveway.



DRAINAGE CALCULATIONS (25 Year Frequency)

EXHIBIT "A"

EL PORVENIR SUBDIVISION

AREA= 6 Ac. TxDOT Intensity Constants for $I=b/(Tc+d)^e$

Existing Conditions

10 year storm

Length= 1270 ft. b= 87
 Slope= 0.1 % e= 0.778
 Cexist.= 0.2 d= 9.2
 Time of Concentration= 124 min.
 Texist. = 124 min.
 I_{10exist.}= 1.93 in/hr
 Q_{exist.}= 2.32 cfs.

Proposed Conditions

Length= 1270 ft.
 Slope= 0.15 %
 Cfut.= 0.25
 Time of Concentration= 103 min.
 T_{fut.}= 103 min. TxDOT Intensity Constants for $I=b/(Tc+d)^e$
 I_{25fut.}= 2.58 in/hr 25 year storm
 Q_{fut.}= 3.9 cfs. b= 98
 Q_{in}= 1.50 i e= 0.771
 d= 9.2

tp (Min.)	I ₂₅ (in/hr)	Q _{in} (cfs)	V _{in} (cubic ft.)	Q _{out} (cfs)	V _{out} (cubic ft.)	Ev (cubic ft.)
10	10.04	15.06	9036	2.32	7827	1,209
20	7.27	10.91	13086	2.32	8522	4,564
30	5.79	8.69	15633	2.32	9217	6,416
40	4.86	7.29	17496	2.32	9912	7,584
50	4.21	6.32	18945	2.32	10607	8,338
60	3.74	5.61	20196	2.32	11302	8,894
70	3.37	5.06	21231	2.32	11997	9,234
80	3.07	4.61	22104	2.32	12692	9,412
90	2.83	4.25	22923	2.32	13387	9,536
100	2.63	3.95	23670	2.32	14082	9,588
110	2.46	3.69	24354	2.32	14777	9,577
120	2.31	3.47	24948	2.32	15472	9,476
130	2.18	3.27	25506	2.32	16167	9,339
140	2.07	3.11	26082	2.32	16862	9,220
150	1.97	2.96	26595	2.32	17557	9,038
160	1.88	2.82	27072	2.32	18252	8,820

Storage Requires= 9,588 cubic feet = 0.22 ac-ft
 Release Rate= 2.32 cfs



Guillermo A. Arratia, P.E.
 1/22/18

EXHIBIT "B"

5.00 ACRES

20.00 ACRES

MILE 12 NORTH

ROY SUBDIVISION

LOS ROBLES

F7665014

F. T. 266

SITE

F. T. 267

F. T. 268

F. T. 264

F. T. 263

F. T. 269

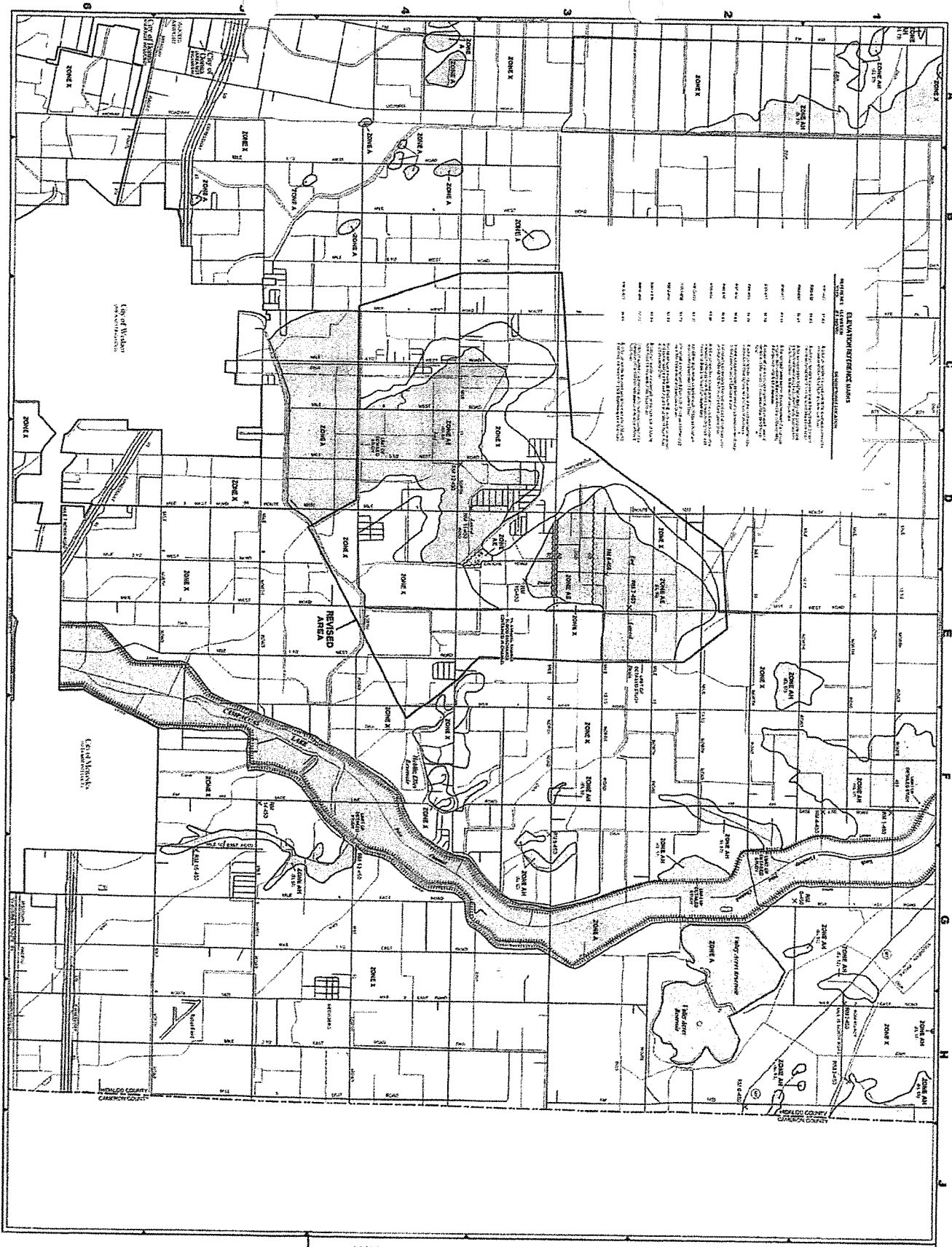
F. T. 2

F. T.

H.C.D.D. NO. 1 DRAIN DITCH

MILE 4 WEST RD.

WEST
MILE



ELEVATION REFERENCE TABLE

Zone	Minimum Elevation (Feet)	Maximum Elevation (Feet)
Zone A	1000	1050
Zone B	1050	1100
Zone X	1100	1150
Zone Y	1150	1200
Zone Z	1200	1250

LEGEND

- Zone A: Flood Hazard Area
- Zone B: Flood Hazard Area
- Zone X: Flood Hazard Area
- Zone Y: Flood Hazard Area
- Zone Z: Flood Hazard Area
- Reversed Area: Flood Hazard Area
- City of Kansas: Flood Hazard Area
- City of Wichita: Flood Hazard Area

NOTES

1. This map was prepared by the National Flood Insurance Program (NFIP) and is subject to the terms and conditions of the NFIP. 2. The map shows the flood hazard areas for the City of Kansas and the City of Wichita. 3. The map is based on the best available data and is not a guarantee of accuracy. 4. The map is for informational purposes only and should not be used for legal or financial purposes. 5. The map is subject to change without notice.

STATE OF KANSAS
DEPARTMENT OF REVENUE
PROPERTY TAX DIVISION
AD VALOREM TAX MAP
REVENUE

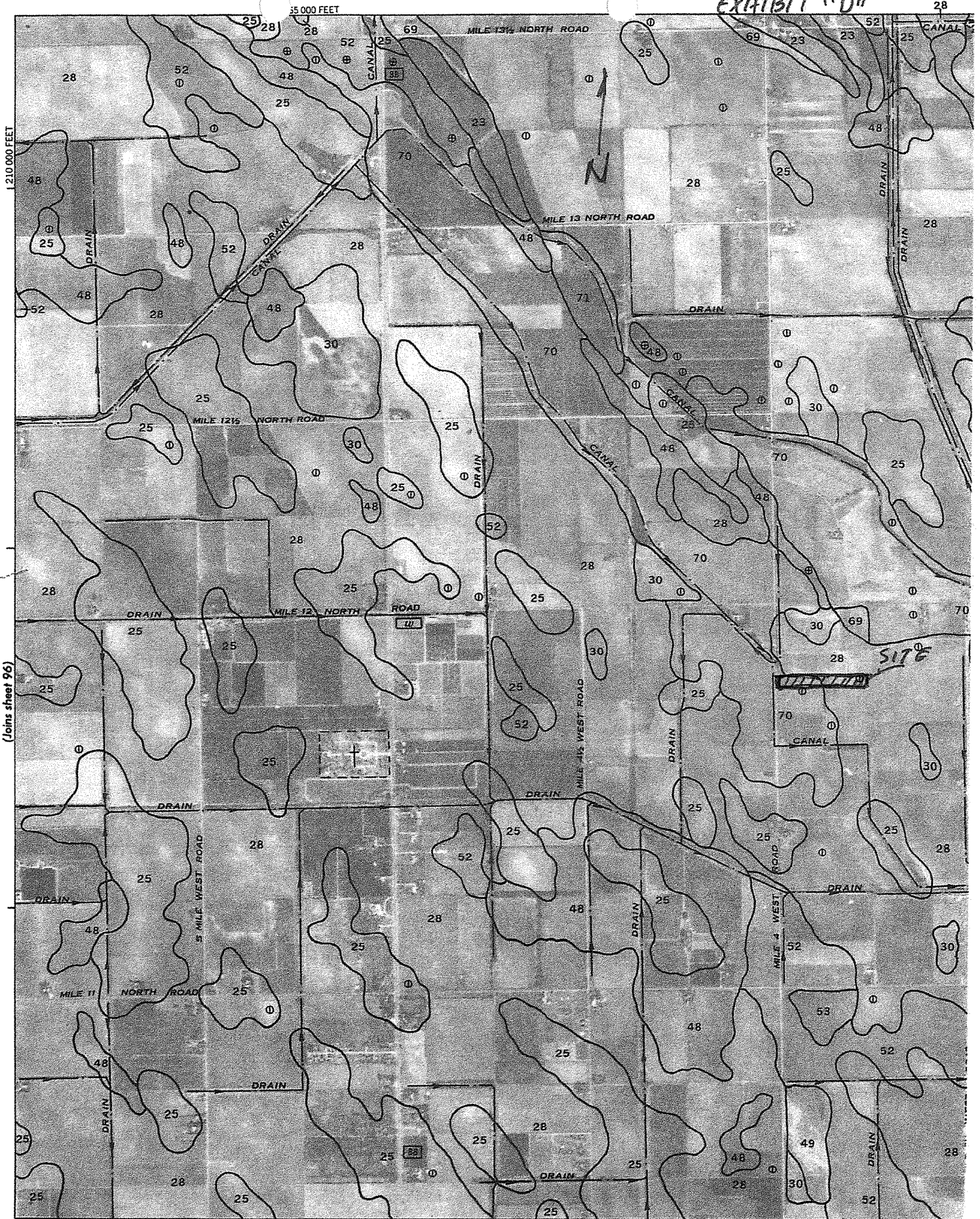
NFIP **PANEL M40C**

FIRM
FLOOD INSURANCE RATE MAP

INDIAN COUNTY, TEXAS
COMMUNITY NUMBER 1000000000

COMMUNITY PANEL NUMBER
M40C
REVISED TO REFLECT
DATE 6/2004

NATIONAL FLOOD INSURANCE PROGRAM



(Joins sheet 96)

U.S. G. S. MAP

N

Parking Area

Sunrise Hill

MILE 12 NORTH

USBR
No 15

SITE

MILE 4 WEST

North Palm Gardens
Sch

Campbell
Cem

1015



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1605
From:		
Subject: Discussion and consideration to approve the Interlocal Agreement between the City of Weslaco and The Weslaco Independent School District granting a Drainage Detention Easement and authorize the Mayor to execute any related documents. Possible action. (Requested by the Weslaco Independent School District.)		
Background: The agreement is expected to be provided at the meeting. The terms expected are those discussed at the joint workshop, whereby the City pays the District \$60,000 and they do everything.		
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):		
Minda Hernandez Mike Perez		Created/Initiated Final Approval
City Manager Comments: Pending review of document.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1599	
From:			
Subject: Discussion and consideration to approve an amended Memorandum of Understanding with Weslaco Independent School District (WISD) for the use of open space area at Memorial Elementary and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: The location proposed from the City to the Schools was a different area. We agreed on the open area and the covered basketball courts.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approval			
Attachments, if any: MEMORIAL INTERLOCAL			
Responsibilities upon Approval:			

**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 **Memorial Elementary School** campus, located at 1700 S. Border Avenue, Weslaco, Texas, Hidalgo County, Texas, (hereinafter referred to as the "Campus"); and

WHEREAS, the District has determined that certain portions of the Campus as identified on Exhibit "A" attached hereto (hereinafter referred to as "Parcel") are presently not being continually utilized after school hours for school activities;

WHEREAS, the City of Weslaco (hereinafter referred to as "City") desires to utilize school facilities and improvements consisting of playground equipment, pavilion, benches and open space (the "Facilities") for use by the citizens of the City and students of the District, on the Parcel, and the City and the District have determined it is in the best interest of the parties to have a joint school/city park, and

WHEREAS, the City has available General Revenue Funds which may be used for providing any improvements that benefit all constituents of both parties hereto; and

WHEREAS, the District desires, for all purposes of providing playground and related activity improvements to serve the Campus school facility, to better and more fully utilize said Campus, with the City and the City and the District agree to make them available to the District during normal school hours and to the citizens of the City at other times as set out herein; and

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.

- (vi) The District gives the City thirty (30) days' notice.

ARTICLE III MAINTENANCE

3-1. The City, at the City's expense, shall provide adequate maintenance service to the Facilities which shall include keeping playground and other equipment in a safe condition and replacing playground and other equipment as necessary in accordance with recognized standards for such equipment.

3-2. During school hours, the District shall provide general policing of the Parcel keeping the Parcel in a clean and orderly condition. Garbage and trash pick-up from receptacles to be provided by the School for the Facilities and to pick up any litter or other material generated as a result of school or city use. If the trash is above normal as a result of use of facilities after hours the City will be responsible for clean-up.

3.3 The City, at the City's expense, shall provide routine police presence around the facility afterschool and on weekends to ensure safety of the public and security of the Parcel.

3.4 The City, at the City's expense, shall reimburse the District for any vandalism and graffiti occurring on school property during general public use of the Parcel.

ARTICLE IV USE OF FACILITIES

4-1. The District agrees that the general public may utilize the Parcel and Facilities during non-school hours after all campus activities have ceased, including but not limited to the Afterschool Center in Education (ACE) program. During school hours the District shall have exclusive use and control over the Parcel and Facilities. The City and the District may mutually agree upon curfews for the use of the Parcel and Facilities but in no case will the Parcel and Facilities be opened to the general public for any period of time later than the general curfews established by the City of Weslaco for other park facilities. The mutually agreed time for use of the Parcel by the general public is 6:15 PM to 8:45 PM Monday through Friday during the regular school year and 7:00 AM to 7:00 PM on Saturdays and Sundays. During holidays and summer months when the Parcel is not being used by the District, the Parcel may be opened to the general public from 7:00 AM to 7:00 PM Monday through Friday. District personnel will be responsible for opening and closing access to the Parcel Monday through Friday during

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.

5-2. 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.

5-3. 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.

6-1. 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.

6-2. 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.

WESLACO INDEPENDENT SCHOOL DISTRICT

By: _____
~~Priscilla Canales, Ph.D., Superintendent~~ Erasm

Lopez, WISD Board President

ATTEST:

CITY OF WESLACO

By: _____
Elizabeth Walker, City Secretary

By: _____
David Suarez, Mayor

Approved as to form:

Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1600	
From:			
Subject: Discussion and consideration to approve an amended Memorandum of Understanding with Weslaco Independent School District (WISD) for the use of open space area at Clecker-Heald Elementary and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: The location proposed from the City to the Schools was a different area. We agreed on the open area and the covered basketball courts.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approval			
Attachments, if any: CLECKER-HEALD INTERLOCAL			
Responsibilities upon Approval:			

**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 **Cleckler-Heald Elementary School** campus, located at 1610 W. Sugarcane Dr., Weslaco, Texas, Hidalgo County, Texas, (hereinafter referred to as the "Campus"); and

WHEREAS, the District has determined that certain portions of the Campus as identified on Exhibit "A" attached hereto (hereinafter referred to as "Parcel") are presently not being continually utilized after school hours for school activities;

WHEREAS, the City of Weslaco (hereinafter referred to as "City") desires to utilize school facilities and improvements consisting of playground equipment, pavilion, benches and open space (the "Facilities") for use by the citizens of the City and students of the District, on the Parcel, and the City and the District have determined it is in the best interest of the parties to have a joint school/city park, and

WHEREAS, the City has available General Revenue Funds which may be used for providing any improvements that benefit all constituents of both parties hereto; and

WHEREAS, the District desires, for all purposes of providing playground and related activity improvements to serve the Campus school facility, to better and more fully utilize said Campus, with the City and the City and the District agree to make them available to the District during normal school hours and to the citizens of the City at other times as set out herein; and

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.

- (vi) The District gives the City thirty (30) days' written notice.

ARTICLE III MAINTENANCE

3-1. The City, at the City's expense, shall provide adequate maintenance service to the Facilities which shall include keeping playground and other equipment in a safe condition and replacing playground and other equipment as necessary in accordance with recognized standards for such equipment.

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3.3 The City, at the City's expense, shall provide routine police presence around the facility afterschool and on weekends to ensure safety of the public and security of the Parcel.

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ARTICLE IV USE OF FACILITIES

4-1. The District agrees that the general public may utilize the Parcel and Facilities during non-school hours after all campus activities have ceased, including but not limited to the Afterschool Center in Education (ACE) program. During school hours the District shall have exclusive use and control over the Parcel and Facilities. The City and the District may mutually agree upon curfews for the use of the Parcel and Facilities but in no case will the Parcel and Facilities be opened to the general public for any period of time later than the general curfews established by the City of Weslaco for other park facilities. The mutually agreed time for use of the Parcel by the general public is 6:15 PM to 8:45 PM Monday through Friday during the regular school year and 7:00 AM to 7:00 PM on Saturdays and Sundays. During holidays and summer months when the Parcel is not being used by the District, the Parcel may be opened to the general public from 7:00 AM to 7:00 PM Monday through Friday. District personnel will be responsible for opening and closing access to the Parcel Monday through Friday during

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.

5-2. 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.

5-3. 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.

6-1. 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.

6-2. 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.

WESLACO INDEPENDENT SCHOOL DISTRICT

By: _____
~~Priscilla Canales, Ph.D., Superintendent~~ Erasm

Lopez, WISD Board President

ATTEST:

CITY OF WESLACO

By: _____
Elizabeth Walker, City Secretary

By: _____
David Suarez, Mayor

Approved as to form:

Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1609	
From:			
Subject: Discussion and consideration to accept financing acquisition proposal from City National - Capital Finance for the purchase of nine (9) police pursuit vehicles for the Weslaco Police Department utilizing capital lease proceeds in the amount of \$450,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: This is the financing for the nine police vehicles that were approved on 2/20/2018. The most advantageous response was from City National Capital Finance. The acquisition of the vehicles with a Capital Lease financing was approved in the 2017-2018 adopted budget.			
Funding Source (budget code, if applicable): 01-400-6700			
Amount: \$450,000.00	Term of Impact: 5 years	Identified in Current Budget: 2017-2018 Adopted Budget	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: Police Pursuit Vehicles were approved for purchase on 2/20/2018, utilizing Caldwell Country Ford - Buyboard Contract no.: 521-16			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Recommend approval.			
Attachments, if any: AQUISITION FUNDING TAB 2017-18-12			
Responsibilities upon Approval: Notify City National - Capital Finance and prepare paperwork to have funding ready upon invoice of vehicles delivery expected June 2018.			

CITY OF WESLACO

WPD - 2018 POLICE PURSUIT VEHICLES - FINANCING RFP 2017-18-12 TABULATION



Frost Bank
100 West Houston Street
San Antonio, Texas
210.220.6850
Scott Anderson
scott.anderson@frostbank.com

Frost Bank
100 West Houston Street
San Antonio, Texas
210.220.6850
Scott Anderson
scott.anderson@frostbank.com

City National - Capital Finance
168 Wentworth Street
Charleston, SC 29401
410.409.7579
Michael J. Horkey
michael.horkey@cncapitalfinance.com

Option	DESCRIPTION	Pmts	OPTION ONE / 5 PMTS	Pmts	OPTION TWO / 6 PMTS		
			Purchase total \$ 475,435.03		Purchase total \$ 475,435.03	Purchase total \$ 475,435.03	
		1	down payment \$ 25,435.03	1	down payment \$ 25,435.03	* down payment \$ 25,435.03	
			CONTRACT AMT \$ 450,000.00		CONTRACT AMT \$ 450,000.00	CONTRACT AMT \$ 450,000.00	
ANNUAL PAYMENTS		4	\$ 122,949.57 \$ 491,798.28	5	\$ 100,090.40 \$ 500,452.00	5 \$ 98,035.22 \$ 490,176.10	
			ORIGINATION FEE \$ 400.00		ORIGINATION FEE \$ 400.00	INTEREST \$ 40,176.10	
			INTEREST \$ 41,798.28		INTEREST \$ 50,452.00	TOTAL \$ 515,611.13	
			TOTAL \$ 517,633.31		TOTAL \$ 526,287.03	2.92%	
			3.65%		3.65%	down payment due: 4/2018	
			down payment due: 4/2018		down payment due: 4/2018		

KS State Bank
1680 Charles Place
Manhattan, KS 66502
785.587.4050
Christina Ummel
cummel@ksstatebank.com

Government Capital
345 Miron Drive
Southlake, Texas 76092
817.421.5400
Stepahnie Cates
Stephanie.Cates@govcap.com

		Pmts		Pmts	
			Purchase total \$ 475,435.03		Purchase total \$ 475,435.03
		*	down payment \$ 25,435.03	*	down payment \$ 25,435.03
			CONTRACT AMT \$ 450,000.00		CONTRACT AMT \$ 450,000.00
ANNUAL PAYMENTS		5	\$ 99,147.15 \$ 495,735.75	5	\$ 99,985.44 \$ 499,927.20
			INTEREST \$ 45,735.75		INTEREST \$ 49,927.20
			TOTAL \$ 521,170.78		TOTAL \$ 525,362.23
			3.570%		3.175%
			down payment due: 4/2018		down payment due: 4/2018

APL
3-9-18



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1584	
From:			
Subject: Discussion and approval to modify provisions of Section 6.06(e) of the Property Tax Code and continue payment of City of Weslaco's allocated annual entity assessment due to the Hidalgo County Appraisal District on a quarterly basis. Possible action. (Staffed by Finance Department.)			
Background: As per a letter dated March 1, 2018 from Chief Appraiser Rolando Garza, RPA, the Hidalgo County Appraisal District (HCAD) is requesting that the City re-verify and document our agreement to continue paying our annual assessment in quarterly payments as follows: 1st Quarter - Due on February 2nd 2nd Quarter - Due on April 10th 3rd Quarter - Due on July 10th 4th Quarter - Due on October 10th As per Texas Property Tax Code Section 6.06(e), any modification to the payment schedule in the Tax Code must be formally adopted by the governing body. This schedule has been the practice for years, and this action would document and re-verify our agreement to continue the payment schedule above.			
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):			
Mary Barrera		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Recommend approval.			
Attachments, if any: Hidalgo County Appraisal - Taxing Entities			

Responsibilities upon Approval:
--

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120



www.hidalgoappraisal.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
David Hernandez	Vice-Chairman
Amador Requenez	Secretary
Albert D. Cardenas	Member
Pete Garcia	Member
Pablo "Paul" Villarreal, Jr.	Member

March 1, 2018

Taxing Entities and Presiding Officers
Hidalgo County

Re: Agreement for the Allocation Quarterly Payments

The purpose of this letter is to set forth our understanding with respect to the agreement made in 1982 for your allocation of quarterly payments.

Texas Property Tax Code Section 6.06(e) states in part:

"Unless the governing body of a unit and the chief appraiser agree to a different method of payment, each taxing unit shall pay its allocation in four equal payments to be made at the end of each calendar quarter, and the first payment shall be made before January 1 of the year in which the budget takes effect."

In 1982, the taxing units and the former chief appraiser agreed to modify the provisions of Section 6.06(e) and agreed to establish four equal payments as follows:

1 st Quarter – Invoices mailed January 2 nd	Due on February 2 nd
2 nd Quarter – Invoices mailed March 10 th	Due on April 10 th
3 rd Quarter – Invoices mailed June 10 th	Due on July 10 th
4 th Quarter – Invoices mailed September 10 th	Due on October 10 th

While this schedule has worked well for both the District and the taxing units, due to the passage of time it is necessary for the District to re-verify and document each taxing unit's agreement to continue with the modified schedule as set forth above. As Chief Appraiser, I agree to such modification and I am requesting each taxing unit to indicate its agreement by signing below and returning this letter to me as soon as possible. As per the requirements of Section 6.06(e), "the governing body of a taxing unit" is required to formally approve this request.

3/4/18
May B
FYR and
Place on met
agenda
cc: Elizabeth W.



Please note that whether the quarterly payment dates are modified or not, the statutory requirements relating to penalty and interest for late payments as set forth in Section 6.06(e) shall remain in effect as written.

If you have any questions, please feel free to call me at (956) 381-8466 ext. 124.

Sincerely,



Rolando Garza, RPA
Chief Appraiser

Agreement and acknowledgment between Hidalgo County Appraisal District (HCAD) and _____ (taxing entity).

In accordance with a duly approved motion/resolution of the governing body of _____ at a meeting held on _____ in accordance with the provisions of the Texas Open Meetings Act and with a quorum present, _____ agrees to modify the provisions of Section 6.06(e) of the Property Tax Code and continue payment of its allocated annual entity assessment due to the Hidalgo County Appraisal District on a quarterly basis as follows:

1 st Quarter – Invoices mailed January 2 nd	Due on February 2 nd
2 nd Quarter – Invoices mailed March 10 th	Due on April 10 th
3 rd Quarter – Invoices mailed June 10 th	Due on July 10 th
4 th Quarter – Invoices mailed September 10 th	Due on October 10 th

Dated this _____ day of _____, 2018

Taxing Entity: _____

By: _____

Printed Name: _____

Title: _____



Standardized Agenda Request Form

Date of Meeting: March 20, 2018	Agenda Item No. (to be assigned by CSO): 2018-1522	
From: Arnold Becho		
Subject: Discussion and consideration to approve Ordinance 2018-11 amending the Master Fee Schedule to reflect fees associated with Library Hotspot loan and authorize the Mayor to execute any related documents. First Reading of Ordinance 2018-11. Possible action. (Staffed by the Library Department.)		
Background: Last month the Library Board approved consummation of a Hotspot checkout program thru the Marion Booth Endowment. The proposed changes to the Master Fee Schedule will make program implementation feasible. The program will allow for checkout of 19 Hotspots to local community members. Hotspots allow citizens to access the internet through WIFI created by the Hotspot. Similar programs have been very successful within other local libraries. The procedure for checkout is provided within the supplemental documentation. Minors will not be allowed to checkout the devices at this time. Customers will be asked to update their account information and sign a loan agreement every six months in order to checkout a Hotspot. Also within the supplemental documentation is the agreement mentioned. Below are the proposed charges necessary for implementation. • A replacement fee of \$70 will be charged for lost or stolen Hotspots. • Equipment late fines accrue at a rate of \$4 per day with a maximum late fee of \$20. (FYI: \$70 is our deductible for our replacement)		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Ordinance - First Reading		
If item previously considered, provide date and action by Commission: NA		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA		

Advisory Review, if any (name of board/committee, date of action, recommendation): The Library Board approved the program within its Feb. 2018 MTG	
Arnold Becho Mary Barrera Rogelio Martinez Mike Perez	Created/Initiated Approved Approved Final Approval
City Manager Comments: Approved.	
Staff Recommendation: Recommend approval.	
Attachments, if any: memo - Request to Approve Hotspot fines and fees, Tablet Liability and Appropriate Use Agreement, Tablet checkout procedures, PROPOSED Master Fee Schedule 03.12.18, O2018-11+Master+Fee+Schedule(library	
Responsibilities upon Approval: The Library will need to add the equipment to their catalog of items and follow the procedure for checkout. The library will also need to monitor loan to follow up with damaged or missing equipment.	

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

March 8, 2018

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Jose Rodriguez, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner
CC: Maria Barrera, Martin J. Mata, Rogelio Martinez
Fr: Arnoldo Becho, Library Director
Re: Ordinance 2018-06 amending the Master Fee Schedule to reflect fees associated with Library Hotspot and Equipment loan

Last month the Library Board approved consummation of a Hotspot checkout program thru the Marion Booth Endowment. The proposed changes to the Master Fee Schedule will make program implementation feasible.

The program will allow for checkout of 19 Hotspots to local community members. Hotspots allow citizens to access the internet through WIFI created by the Hotspot. Similar programs have been very successful within other local libraries. Local librarians have reported few incidences of theft or damage and enthusiastically support the initiative.

The procedure for checkout is provided within the supplemental documentation. Minors will not be allowed to checkout the devices at this time. Customers will be asked to update their account information and sign a loan agreement every six months in order to checkout a Hotspot. Also within the supplemental documentation is the agreement mentioned. Below are the proposed charges necessary for implementation.

- A replacement fee of \$70 will be charged for lost or stolen Hotspots.
- Equipment late fines accrue at a rate of \$4 per day with a maximum late fee of \$20.

(FYI: \$70 is our deductible for our replacement)

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

Thank you for the time.

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

Device Liability and Appropriate Use Agreement

By signing below I attest that I have read, understand, and agree to the following:

- I understand that when my child or I borrow a Tablet, Hotspot, or other piece of equipment (hereafter referred to as Device) from the Mayor Joe V. Sanchez Public Library (hereafter referred to as the Library), that I am responsible for the security and care of that Device, and that my child or I will at no time leave the Device unattended.
- I hereby release the Library and the City of Weslaco, from any and all claims and damages of any nature arising from my or my child's use of, or inability to use, the Device; including, but not limited to claims that may arise from the unauthorized use of the system to purchase products or services.
- I understand that if the Device is damaged, or not returned to the library within the loan period, that I will incur fees and/or fines.
- I understand that a fee of up to \$70 will be charged to myself if my child or I return a Device damaged in any way.
- I understand that any Device kept past its due date, **will be considered stolen**. I also understand that a replacement fee of up to \$300 will be charged to my account for a Device kept past its due date. This fee may be removed if the Device is returned within 24 hours or at the Library Director's discretion.
- I agree to pay any fees, fines, or costs associated with Device checkout by myself or my child.
- I understand that any incidences of theft and/or loss will be investigated by police.
- I also attest that I have read, understand, and agree to the Computer Use Guidelines on the back of this document and found on the internet at: <http://www.weslacopl.us/computerServices/wirelessAccess.html>

Signature

Printed Name

Date

My Library Account Number

Child's Library Account (Optional)

Acuerdo de Responsabilidad y Uso Apropiado de Equipo Electrónico

Al firmar abajo doy fe de que he leído, entiendo y acepto lo siguiente:

- Entiendo que cuando mi hijo(a) o yo pedimos prestado un ordenador personal (en lo sucesivo, tableta), un Hotspot móvil, u algún otro equipo de la Biblioteca Pública Mayor Joe V. Sánchez (en lo sucesivo, la Biblioteca), seré responsable de la seguridad y cuidado de este dispositivo, y mi hijo(a) o yo en ningún momento dejaremos sin vigilancia el dispositivo.
- En lo sucesivo libero a la Biblioteca y a la Ciudad de Weslaco, de todo reclamo y daños de cualquier naturaleza que surjan por el uso o incapacidad de usar el dispositivo de la Biblioteca por mi o mi hijo(a), incluyendo, pero no limitado a las reclamaciones que puedan originarse por el uso no autorizado del sistema para comprar productos o servicios.
- Entiendo que, si el dispositivo es dañado o no es devuelto a la Biblioteca dentro del plazo de préstamo, incurriré en cuotas y / o multas.
- Entiendo que una cuota hasta \$70 será cargada a mi cuenta si mi hijo(a) o yo devolvemos el dispositivo dañado de alguna manera.
- Entiendo que cualquier dispositivo que no sea devuelto después de su hora de regreso, **se considerará robado**. También entiendo que una cuota de reemplazo de hasta \$300 será cargada a mi cuenta por un dispositivo no regresado a su hora. Esta cuota puede ser eliminada si el dispositivo es devuelto en un plazo de 24 horas, o a discreción del Director de la Biblioteca.
- Estoy de acuerdo en pagar las cuotas, multas o costos asociados con el préstamo del dispositivo por mí o mi hijo(a).
- Entiendo que cualquier incidente de robo y / o pérdida será investigado por la policía.
- También declaro que he leído, entiendo y estoy de acuerdo con las Guías de Uso de Computadoras en la parte posterior de este documento que se encuentran en Internet:
<http://www.weslacopl.us/computerServices/wirelessAccess.html>

Firma

Nombre Escrito

Fecha

Mi Número de Cuenta de la Biblioteca

Número de Cuenta de mi hijo(a) (Opcional)

LIBRARY COMPUTER ACCEPTABLE USE POLICY

Provision of Internet access by the Library does not constitute an endorsement of any particular information contained on the Internet and shall have no liability for direct, indirect, or consequential damages related to the use of information accessed on the Internet from library equipment. Users of Library computers and the Internet do so at their own risk.

Responsibility of Users and Parents of Minors

Individuals must accept responsibility for determining what is appropriate for themselves and likewise the Library asks that parents determine and monitor their children's use of library internet access and computing resources. The Library does not and cannot substitute for a parent. Parents are encouraged to read the "Librarian's Guide to Cyberspace for Parents & Kids," copies of which are available on the World Wide Web at www.ala.org/parentspage/greatsites/guide.html.

All users accessing the Internet must read and agree to the terms outlined herein. Library equipment should not be used for illegal activity, to access illegal materials, or to access materials that by local community standards would be considered obscene. Library employees are authorized to take prompt and appropriate actions to enforce the Rules of Conduct and/or to prohibit use by persons who fail to comply with the Internet and Computer Acceptable Use Policy.

All users should respect Copyright Law and Licensing Agreements while using Library Computers. Users shall not make any attempt to gain unauthorized access to restricted computer files or networks, or to damage or modify computer equipment or software. Users are financially responsible for any fees, fines, or printing cost that they may incur from their use of the Internet or computers. Personal software may not be loaded on Library computers. Any activity by a user that disturbs or distracts another user or staff member from his or her own library activity constitutes a violation of reasonable library behavior.

Exercise Caution During Internet Use

Internet users are reminded that:

- Not all sources on the Internet provide accurate, complete, or current information.
- Public library computer terminals are neither private nor secure.
- Users should exercise caution about revealing any personal identification information (e.g., name, address, telephone number, email address, social security number, age, or credit card number) over the Internet. Minors should **NEVER** disclose any personal identification information over the Internet.

Termination or Prohibition of Access

Misuse of library computers will result in the loss of computer privileges, potential loss of library privileges, and possible prosecution.

The full policy may be found at: <http://www.weslacopl.us/computerServices/wirelessAccess.html>. The Tablet Liability and Appropriate Use Agreement require reading and understanding of this webpage.

POLÍTICA DE USO ACEPTABLE DE COMPUTADORAS DE LA BIBLIOTECA

Suministro de acceso a Internet por la Biblioteca no constituyen un aval de algunos de los datos contenidos en Internet y no será responsable por daños directos, indirectos o daños consecuentes relacionados con el uso de la información accesible a través de Internet desde el equipo de la biblioteca. Los usuarios de computadoras de la biblioteca y el Internet lo hacen bajo su propio riesgo.

Responsabilidad de Los Usuarios y Los Padres de Usuarios Menores

Las personas deben aceptar la responsabilidad de determinar lo que es apropiado para ellos y así mismo la Biblioteca pide que los padres determinen y supervisen el uso que hacen sus hijos del acceso a Internet de la biblioteca y recursos informáticos. La Biblioteca no sustituye y no sustituirá a un padre. Animamos a los padres a leer la "Guía Del Bibliotecario Para el Ciberespacio Para Padres e Hijos", la cual está disponible en el internet en www.ala.org/parentspage/greatsites/guide.html.

Todos los usuarios que acceden a Internet deben leer y estar de acuerdo con los términos establecidos en este documento. El equipo de la biblioteca no debe ser utilizado para actividades ilegales, para acceder a material ilegal, o para acceder a materiales que por las normas de la comunidad local se consideran obscenos. Empleados de la Biblioteca están autorizados a adoptar medidas inmediatas y apropiadas para hacer cumplir las normas de conducta y / o prohibir el uso por parte de personas que no cumplan con la Política de Uso Aceptable de Internet y Computación.

Todos los usuarios deben respetar los Acuerdos de Derecho de Autor y Licencia mientras que usen las computadoras de la biblioteca. Los usuarios no deben hacer ningún intento de obtener acceso no autorizado a los archivos informáticos o redes restringidas, o de dañar o modificar el equipo informático o programas. Los usuarios son responsables financieramente por los costos, multas, o el costo de impresión que ellos puedan adquirir durante su uso de Internet o las computadoras. Programas personales no podrán ser cargados en las computadoras de la biblioteca. Cualquier actividad de un usuario que perturbe o distraiga a otro usuario o miembro del personal de su propia actividad de la biblioteca constituye una violación de la conducta razonable en la biblioteca.

Tenga Precaución Durante el Uso de Internet

A los usuarios de Internet se les recuerda que:

- No todas las fuentes en el Internet proporcionan información precisa, completa o actualizada.
- Las terminales de computadoras de la biblioteca pública no son ni privadas ni seguras.
- Los usuarios deben tener precaución de revelar cualquier información de identificación personal (por ejemplo, nombre, dirección, número de teléfono, dirección de correo electrónico, número de seguro social, edad o número de tarjeta de crédito) a través del Internet. Menores de edad **NUNCA** deben revelar cualquier información de identificación personal a través de Internet.

Terminación o Prohibición del Acceso

El mal uso de las computadoras de la biblioteca resultará en la pérdida de privilegios a las computadoras, la pérdida potencial de los privilegios de la biblioteca, y el posible enjuiciamiento.

La política completa se puede encontrar en: <http://www.weslacopl.us/computerServices/wirelessAccess.html>. El Acuerdo de Responsabilidad de Tableta e Uso Apropiado requieren la lectura y comprensión de esta página de internet.

Equipment checkout procedures

Purpose: The Mayor Joe V. Sanchez public library seeks to expand technology access to members of their community by providing them with current equipment and software. For this reason, we have collected devices for the purpose of patron checkout and outlined these procedures for their checkout.

Check-Out Procedure: Each device should be kept in a cover or container and stored in the designated charging location. Only fully charged devices enclosed in their cover or container should be loaned.

1. Only library card holders ***without fines or overdue items*** may check out devices.
2. A patron should present their library card upon checkout.
3. The first time a patron checks out a device and every six months thereafter, the following will be required for device checkout.
 - A patron must sign the ***Liability and Appropriate Use Agreement***. Please ask if Spanish or English is preferred. Once signed, the ***Liability and Appropriate Use Agreement should be filled according to posted procedure.***
 - ***If possible update the patron's photo within TLC (the library's checkout system).***
 - ***A patron should also update their mailing and email addresses.***
 - ***Minors (17 and younger) are not allowed to checkout devices.***
 - ***Add a note stating, "Liability Form renewed xx/xx/xx".***
4. Patrons are required to provide a current phone number each time a device is checked out.
5. Check the renewal note, to make sure it is not more than 6 months old. A renewal note older than 6 months is a problem and will require filling of a new Liability and Appropriate Use Agreement.
6. **Special note for devices circulated in house:** Please inform every customer that security devices are contained within the device and removal of this equipment from the library may be considered theft and investigated by police. Devices will not work when removed from library property, they will be useless. If you accidentally take a device, please return it, don't be afraid, we understand that they may have done it by accident. Lastly, inform the patron that anything downloaded or saved on a device will be deleted.
7. Tablets are checked out for 2 hours. Hotspots are checked out for 5 days and may leave the library.

Check-In Procedure: Be certain that the following steps are taken each time a device is returned.

1. Before check-in, inspect the device for signs of physical damage and verify that the device appears to be in proper working order.
2. Hotspots should be returned with a plug, instruction card, and container. A damage fee of \$10 should be charged for any of these auxiliary items not returned.
3. Following verification of the above, staff is authorized to check-in the device.
4. Tablets should then be stored in the designated charging location.
5. An inventory of devices should be done at the end of each day; supervisors should be emailed immediately if there appears to be a missing device.

Fines and Damages: Fees may sometimes occur as a result of damages or late fines. See below.

1. Hotspot late fines accrue at a rate of \$4 per day with a maximum late fee \$20.
2. Tablet late fines accrue at the rate of \$1 per hour with a maximum late fee of \$10.
3. Any tablet item taken outside of the library, or kept past library hours, ***will be considered stolen*** and patrons will be contacted to facilitate return. Please inform a supervisor immediately.
4. Any hot spot overdue for more than 5 days will be considered stolen.
5. Stolen or lost items will necessitate a police investigation. A replacement fee of up to \$300 will be charged for lost or stolen tablets. A replacement fee of up to \$70 will be charged for lost or stolen hotspots.
6. A damage fee of up to \$70 will be charged to patrons who return a device damaged.
7. Enforcement of fees is at the Library Director's discretion.

CITY OF WESLACO
Master Fee Schedule-03.12.18

Department		Current Fees	Proposed Fees
<i>LIBRARY:</i>			
<i>Late fees:</i>			
Adult books (per day)		0.10 with \$7.00 maximum per item	
Children's books (per day)		0.10 with \$7.00 maximum per item	
Videos/DVD's (per day)		1.00 with \$7.00 maximum per item	
Cassettes/CD's (per day)		0.25 with \$7.00 maximum per item	
Audio books (per day)		0.25 with \$7.00 maximum per item	
Hotspot (per day)		\$ -	4.00 with \$20.00 maximum per item
Tablet (per hour)		1.00 with \$10.00 maximum per item	
Hotspot Replacement fee		\$ -	\$ 70.00
Lost card replacement—First time		\$ 2.00	
Lost card replacement—Second time		\$ 3.00	
Lost card replacement—Third time and after		\$ 5.00	
Maximum fine per item		Cost of item plus \$15.00 processing	
Interlibrary loan fee—Print		0.25 per day maximum \$15.00	
Interlibrary loan fee—DVD and Other		1.00 per day maximum \$15.00	
Lost ILL book or item		Lending library costs plus \$20.00 processing	
Black and white printing		\$0.10 per page	
Color printing		\$0.50 per page	
Black and white copying		\$0.10 per page	
Color copying		\$0.50 per page	
Document scanning		\$0.25 per page	
Local document faxing		\$1.00 per page	
Long distance document faxing		\$1.00 per page	
3D printing		\$.10 per gram	
3D printing late fee		\$1.00 late fee Item will become property of the Library if not picked up within 14 days.	
<i>Damage fees:</i>			
General Collection Adult Books and A/V		Cost of item plus \$15.00 processing	
Special Collection Adult Books and A/V		Cost of item plus \$25.00 processing	
Inter Library Loan Materials		Lending library costs plus \$20.00 processing	
Lost, stolen, or damaged Tablet		Dependent on damage; \$300 maximum fee	
Damage to Laptops		Dependent on damage; \$300 maximum fee	
Damage to Equipment		Dependent on damage; \$200 maximum fee	
<i>Auditorium and meeting room rental fees for</i>			
Auditorium		\$ 200.00	
Auditorium Half Day		\$ 100.00	
Auditorium after hours use		\$ 300.00	
Meeting room		\$ 100.00	
Meeting Room Half Day		\$ 25.00	
Meeting room after hours use		\$ 200.00	
Auditorium/meeting room late cancellation fee		\$ 50.00	
Auditorium or meeting room deposit for damage and overtime (refundable)		\$ 100.00	

ORDINANCE 2018-11

AN ORDINANCE AMENDING ORDINANCE 2013-07, THE MASTER FEE SCHEDULE, TO REVISE EXISTING FEES AND ESTABLISH NEW FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION 1. APPROVAL. Ordinance 2013-07 passed and approved on July 2, 2013 as “The Master Fee Schedule Ordinance” and Codified as Section 2-190 of The Weslaco Code of Ordinances is hereby amended so that after final reading it shall read as follows:

ARTICLE VI. MASTER FEE SCHEDULE

Section 2-190. Scheduled established.

The fee schedule attached as an Exhibit to this Ordinance is hereby adopted as if fully forth herein. The City Commission may hereafter amend or replace this fee schedule at anytime.

SECTION 2. All other provisions of Ordinance 2013-07 shall remain in full force and effect.

SECTION 3. SEVERABILITY CLAUSE. It is the intent of the City Commission that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 20th day of March 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1610	
From:			
Subject: Discussion and consideration to select a name for the apartments project. Possible action. (Staffed by City Manager.)			
Background: The developer proposes the name University Apartments.			
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):			
Elizabeth Walker		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: March 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1615	
From:			
Subject: Discussion and consideration to approve Change Order No. 001 with Noble Texas Builders on the University of Texas Rio Grande Valley Center for Innovation and Commercialization project to decrease the project sum by \$96,956.00 per value engineering items and authorize the Mayor to execute any related documents. Possible action. (Requested by Economic Development Corporation.)			
Background: The EDC presents a change order reflecting a negotiated decrease to the UTRGV CIC project.			
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):			
Elizabeth Walker		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: Change Order No. 001 UTRGV-CIC project			
Responsibilities upon Approval:			

**ECONOMIC DEVELOPMENT ADMINISTRATION
CHANGE ORDER FORM**

EDA Award Number: 08-01-05123 Date: 03/09/18

Recipient: Weslaco Economic Development Council

Co-Recipient(s): _____

Recipient's Authorized Representative: Marie McDermott 956-9690838
Name & Phone Number

Construction Contract No.	Contractor Name	Change Order No.
	Noble Texas Builders	001

The Change Order will provide for the following:

Value Engineering

Change Order Justification (Include cost analysis, if not unit cost in bid proposal or schedule of values):

See change proposal request #001

	TOTAL	EDA Eligible Amount	Non-EDA Eligible Amount
Original Contract Amount	\$ 3,150,000.00	\$	\$
Current Contract Amount adjusted by previous Change Orders	\$ 0	\$	\$
☐ This Change Order will ☐ (increase) ☒ (decrease) the Contract Amount by:	\$ 96,956.00	\$	\$
The original, scheduled date of completion is/was:	08/15/18		
The new Contract Amount including this Change Order will be:	\$ 3,053,044.00	\$	\$
☐ The Contract Time will ☐ (increase) ☐ (decrease) the schedule by:	Zero calendar days	calendar days	calendar days
The estimated date for completion of all work is:	08/15/18 (Date)	(Date)	(Date)

Marie McDermott
Prepared By (Signature)

3/12/18
Date

MARIE Mc Dermott / Executive Director, EDC of Weslaco
Prepared By (Typed or Written Name & Title)



Document G701™ – 2017

Change Order

PROJECT: (Name and address)
EDC of Weslaco - UTRGV CIC

Weslaco Texas

OWNER: (Name and address)
Economic Development Corporation of
Weslaco
275 South Kansas Street
Weslaco, TX 78596

CONTRACT INFORMATION:
Contract For: EDC of Weslaco - UTRGV
CIC - EDA Grant # 08-01-05123
Date: 01/22/2018

ARCHITECT: (Name and address)
megamorphosis
324 West Van Buren Ave
Harlingen, Texas 78550

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: 03/08/2018

CONTRACTOR: (Name and address)
Noble Texas Builders
435 South Texas Blvd.
Weslaco, TX 78596

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

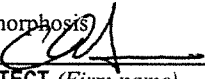
Decrease Contract Sum amount by \$96,956.00 per value engineering items on Change Proposal Request 001 dated 02/23/2018.

The original Contract Sum was	\$	3,150,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	3,150,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	96,956.00
The new Contract Sum including this Change Order will be	\$	3,053,044.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be August 9, 2018

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

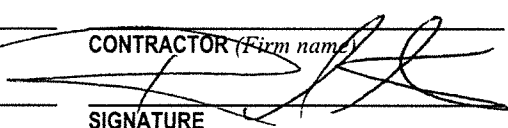
megamorphosis

ARCHITECT (Firm name)

SIGNATURE

Chris Sias, Architect
PRINTED NAME AND TITLE

3/12/18
DATE

Noble Texas Builders

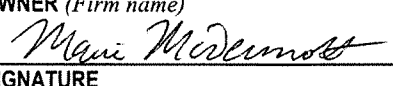

CONTRACTOR (Firm name)

SIGNATURE

Rene Capistran, President
PRINTED NAME AND TITLE

3-10-18
DATE

Economic Development Corporation of
Weslaco


OWNER (Firm name)

SIGNATURE

Marie McDermott, Executive Director
PRINTED NAME AND TITLE

3-12-18
DATE

AIA® Document G709™ – 2001

Work Changes Proposal Request

PROJECT *(Name and address):*
EDC of Weslaco - UTRGV CIC
Weslaco Texas

PROPOSAL REQUEST NUMBER: 001

OWNER: ☐

DATE OF ISSUANCE: 02/23/2018

ARCHITECT: ☐

CONSULTANT: ☐

CONTRACTOR: ☒

FIELD: ☐

OTHER: ☐

OWNER *(Name and address):*
Economic Development Corporation
of Weslaco
275 South Kansas Street
Weslaco, TX 78596

CONTRACT FOR: General Construction

CONTRACT DATE: 01/22/2018

FROM ARCHITECT *(Name and address):*

megamorphosis
324 West Van Buren Ave
Harlingen, Texas 78550

ARCHITECT'S PROJECT NUMBER: 1511

TO CONTRACTOR *(Name and address):*

Noble Texas Builders
435 South Texas Blvd.
Weslaco, TX. 78596

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Ten (10) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION *(Insert a written description of the Work):*

Contractor to provide an itemized proposal for the following modifications:

- Provide savings amount for changing Solid Surface Countertops to Plastic Laminate countertops.
- Provide savings amount for the removal of construction cores required, and changing the specified Door Hardware locksets from Grade 1 to Grade 2 per the attached Specifications Section 08 71 00.
- Provide savings amount for replacing Jeld-Wen window system with a storefront system per the attached Specifications Section 08 41 13.
- Provide savings amount for changing the specified LVT Flooring to Patcraft Vinings 30mil/3mm; 6"x48" plank size per the attached Specifications Section 09 65 19.
- Provide savings amount for changing the specified wall tile in restrooms to Interceramic Aquarelle collection per the attached Specifications Section 09 30 00.

Provide the following per MEP documents attached:

- Provide savings amount for replacing terrazo mop sinks with fiberglass.
- Provide savings amount for the removal of the factory mounted airflow measuring station.
- Provide savings amount for changing the specified stainless steel to galvanized coil casing.
- Provide savings amount for removing the 5 year preventative maintenance agreement on HVAC.
- Provide savings amount for removing 2nd 5th year parts warranty on HVAC.
- Provide savings amount for removing 5 year labor and refrigerant warranty for the mini split system on the MDF Room.

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User Notes:

(3B9ADA2D)

- Provide savings amount for changes in luminaire schedule.
- Provide savings amount for changing cooper feeders to aluminum feeders.
- Provide savings amount for removing all testing, NETA, factory representative.

ATTACHMENTS *(List attached documents that support description):*

Architectural Items:

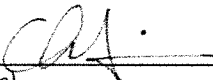
- Project's Manual Division 08 Section 081416 - Flush Wood Doors
- Project's Manual Division 08 Section 084113 - Aluminum Framed Entrances and Storefronts
- Project's Manual Division 08 Section 087100 - Door Hardware
- Project's Manual Division 09 Section 093000 - Tiling
- Project's Manual Division 09 Section 096519 - Resilient Tile Flooring

****Note:** Remove Section 085113 - Aluminum Windows and Section 123661.16 - Solid Surfacing Countertops from the Project Manual.

MEP Items:

- Ethos Engineering Change Proposal Request #01
- Alternate Light Fixtures Package

REQUESTED BY THE ARCHITECT:



 (Signature)

Chris Sias, Architect

 (Printed name and title)

PROPOSAL REQUEST (PR)

PR NO. 001



PROJECT NAME: Weslaco EDC - UTRGV CIC
 PROJECT ADDRESS: 307 E. Railroad St. Weslaco, Texas 78596
 PROJECT NO. 18-0101-00
 ARCHITECT: Megamorphosis, Inc.
 OWNER: Weslaco EDC
 EDA GRANT #: 08-01-05123
 DATE: 3/6/2018

We propose the following:

<u>PR Item No.</u>	<u>Description of Work</u>	<u>Amount (\$)</u>
1	P-Lam Countertops in lieu of Solid Surface - no cost impact for surface mounted sinks in lieu of under mounted	\$ (2,280.00)
2	Removal of Construction Cores	\$ (1,200.00)
3	Grade 2 Locksets in lieu of Grade 1	\$ (4,135.00)
4	P-Lam Doors in lieu of Stained Wood Doors	\$ (1,555.00)
5	Storefront Window System in lieu of Jeld-Wen	\$ (1,000.00)
6	Patcraft Vinings 30mil/3mm 6"x48" Planks in lieu of LVT	\$ (4,773.00)
7	Mapei Ultraflex LFT white thin set in lieu of Mapei Ultraflex 3 thin set	\$ (713.00)
8	Use of Interceramic Wall Tile in Restroom	\$ (2,587.00)
MEP ITEMS		
9	Fiberglass Mop Sink in lieu of Terrazzo	\$ (400.00)
10	Removal of Factory Mounted Airflow Measuring Station	\$ (12,000.00)
11	Galvanized Coil Casing in lieu of Stainless Steel	\$ (4,000.00)
12	Removal of 5-year Preventative Maintenance Agreement	\$ (20,000.00)
13	Removal of 2nd-5th year Parts Warranty	\$ (5,000.00)
14	Removal of 5-year Labor & Refrigerant Warranty for Mini Split System in the MDF Room	\$ (8,000.00)
15	Changes in Luminaire Schedule - includes Aircraft cable mounting for Ty C/CE fixtures	\$ (10,561.00)
16	Aluminum Feeders in lieu of Copper Feeders	\$ (13,540.00)
17	Removal of Testing, NETA, & Factory Rep	\$ (5,212.00)
GRAND TOTAL		\$ (96,956.00)

<u>Contract Breakdown</u>	<u>Amount</u>
CONTRACT AMOUNT PRIOR TO PR 001	\$ 3,150,000.00
TOTAL AMOUNT OF PR 001	\$ (96,956.00)
CONTRACT AMOUNT AFTER PR 001	\$ 3,053,044.00

Prepared By

A handwritten signature in black ink, appearing to read "Andrea Solis".

Andrea Solis, Project Manager