



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JUNE 6, 2023**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, June 6, 2023 at 5:30 PM for the purpose of discussing the following items:

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

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

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Roll Call.
- E. Mayoral Recognition.
 - 1) Proclamation proclaiming National Emergency Medical Services (EMS) Week.

II. PUBLIC COMMENTS

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

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

III. REPORTS

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

IV. CONSENT AGENDA

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

- A. Approval of the Minutes of the Regular Meeting on May 16, 2023.
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2023-24 to rezone 1813 W Bus 83. Also being 0.34 acre tract being E100'-W450.81'- N150' out of Farm Tract 633, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district and authorize the Mayor to execute any related documents. (First reading held May 16, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
 - 2) Ordinance 2023-25 to rezone 502 N International Blvd. Also being 6.78 acres tract being S441'-W710' out of farm tract 1030, Adams Tracts Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to I Industrial district and authorize the Mayor to execute any related documents. (First reading held May 16, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
 - 3) Ordinance 2023-26 to rezone 715 E Mile 10 North. Also being 4.56 acre out of the of Farm Tract 101, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held May 16, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval on renewal of the Memorandum of Understanding between the County of Hidalgo Community Service Agency and The Mayor Joe V. Sanchez Public Library to participate in the AmeriCorps Seniors Program and authorize the Mayor to execute any related documents. (Staffed by Library Department.) Attachment.
- D. Approval of renewal agreements with Muniservices for the local hotel occupancy tax program and sales tax audit and administration services and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment.
- E. Approval to solicit proposals for the capital financing of (2) 2024 Peterbilt garbage trucks in the amount of \$645,754.02 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)
- F. Approval to use the Court Technology Fund to purchase five computers with all the accessories needed for each one in the amount not to exceed \$7,552.70 and authorize the Mayor to execute any related documents. (Staffed by Municipal

Court.) Attachment.

- G. Approval to submit the annual application for participation in the Law Enforcement Support Office (LESO) Program with no required fees, no match or recurring fees to allow Weslaco Police Department to receive transfers of excess Department of Defense property as needed for law enforcement use and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- H. Approval to ratify dedication of an Easement and Right-of-Way to AEP Texas Inc. for electric distribution lines for the Weslaco Mid Valley Airport Hanger Expansion Project and authorize the Mayor to execute any related documents. (Staffed by Airport Department.) Attachment.

V. NEW BUSINESS

- A. Discussion and consideration to host Weslaco's Wagging Pageant: Pet Fundraiser, and accept monetary donations through Crowdfunding which will be strictly allocated to Weslaco Animal Care Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Jasmine Rico Joens, Public Relations Officer, and Maggie Perez, Grant Writer.) Attachment.
- B. Discussion and consideration to extend existing contract or authorize staff to solicit proposals for Depository Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- C. Discussion and consideration to approve AEA No. 11 for the New Police Department and Municipal Court to apply a stucco finish with base coat to all exterior tilt up panels including form lined panels at building entries and building monument signage for an amount not to exceed \$21,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)
- D. Discussion and consideration to amend the Weslaco Economic Development Corporation Lease agreement and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.) Attachment.
- E. Discussion and consideration rescinding Ordinance 2011-16 relating to the process and criteria for naming public facilities, transportation improvements and other facilities, establishing a public facilities transportation improvements naming committee and ordaining other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. Possible action (Staffed by Assistant City Manager.) Attachment.
- F. Discussion and consideration on the Advanced Education Consultant Agreement between the City of Weslaco and Armando A. Martinez, M-5 Texas Enterprises LLC, to advance the EMS Training and Continuing Education of the Weslaco Fire Department EMS Division and authorize the Mayor to execute any related documents. Possible action. (Staffed by Assistant City Manager.) Attachment.

- G. Discussion and consideration to approve contract agreement with Cruz-Hogan Consultants, Inc for the design of storm drainage improvements along North Border Avenue and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department). Attachment.
- H. Discussion and consideration to ratify Purchase Order No. 23-3052 to contract Southern Trenchless Solutions LLC for emergency repairs on a collapsed manhole located at 2513 S Petunia in the amount of \$118,154 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- I. Discussion and consideration to purchase the Conference Room Video/Audio System from Visceral Illumination Code DBA Insight security Group in the amount of \$36,050.92 under TIPS Contract #230202 (Security Systems Products and Services) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.) Attachment.

VI. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

(a)(2) that:

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) FY October 1,

2022 – September 30, 2025 as authorized by section §551.071 of the Texas Government Code.

- C. Legal Consultation - Consultation with the City Attorney regarding real property legally described as Lot 13, Block 9, Original Townsite Weslaco, Hidalgo County, Texas as authorized by section §551.071 of the Texas Government Code.
- D. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney regarding lawsuit styled C-1678-22-A Christopher De Leon Aircraft Maintenance Professional vs. City of Weslaco and Andrew Muñoz, individually as authorized by section §551.071 of the Texas Government Code.
- F. Legal Consultation - Consultation with City Attorney regarding Economic Development Corporation of Weslaco versus Sunil Wadhvani, Nolana Self-Storage LLC, Harjinder Singh, Gerardo Tafolla, Ricardo Quintanilla and Leo Lopez Cause No. C-0295-20-L as authorized by section §551.071 of the Texas Government Code.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 2nd day of June 2023 on or before 5:00 pm and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary Department at (956) 968-3181, Ext. 1001 prior to the meeting date.

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

Removed from Bulletin Board

Date:

Initials:

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

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

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

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



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2022-6080	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Raja Masilamony from Seventh Day Adventists Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge and Mission updated 11.18.22			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: June 6, 2023	Agenda Item No. (to be assigned by CSO): 2023-6595	
From:		
Subject: Weslaco Economic Development Corporation.		
Background: Monthly report by the Weslaco Economic Development Corporation.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA Martin Garza		Created
City Manager Comments: Report only.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6596	
From:			
Subject: Weslaco Chamber of Commerce & Visitor Center.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Monthly report by Weslaco Chamber of Commerce & Visitor Center			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2022-6085	
From:			
Subject: Approval of the Minutes of the Regular Meeting on May 16, 2023. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action of the regular meeting on May 16, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as submitted by staff.			
Staff Recommendation: Approve as submitted.			
Attachments, if any: 230516 minutes			
Responsibilities upon Approval:			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
MAY 16, 2023**

On Tuesday, May 16, 2023, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	JP Rodriguez
	Commissioner	Greg Kerr
	Commissioner	Israel Gonzalez Jr.
	Commissioner	Josh Pedraza
	Commissioner	Letty Lopez
	Commissioner	Adrian Farias

ABSENT: None

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

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Luz Galindo, HR Director, Antonio Lopez, Fire Chief, Joel Rivera, Police Chief, David Arce, Public Works Director, Albert Aldana, City Engineer, Omar Rodriguez, Parks & Recreation Director, Martin Vela, IT Director, Rosa Badillo, Court Coordinator, Aida Vega, Deputy City Secretary and other staff members.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, May 12, 2023.

B. Invocation.

Father Francisco J. Solis, Saint Joan of Arc Catholic Church led the invocation.

C. Pledge of Allegiance.

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

D. Roll Call.

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

E. Mayoral Recognition.

1) National Public Works Week Proclamation

2) Recognition of the South Texas College Intern American Sign Language Students for their outstanding community contribution to the Mayor Joe V. Sanchez Public Library.

3) Recognition of Andy Veliz for his years of Service to City of Weslaco.

Mayor Suarez recognized the South Texas College Intern American Sign Language students, proclaimed National Public Works Week May 21-27, 2023 and recognized Andy Veliz for his forty years of service as a member on the Board of Adjustments & Appeals to the Building Code.

II. PUBLIC COMMENTS

Melissa Krink thanked the commission for the positive movements happening such as the events being done in the schools by informing and educating students on animal welfare; happy to see no further intake of cats being done from surrounding cities because it cannot be just Weslaco's problem and hoped they will take responsibility for their community; was here to support the animal care services and looking into volunteering at the shelter and had picked up an application.

Debra Atlas, resident, stated she was committed and passionate to animal rescue, thanked and acknowledged the work being done by the animal care services stating was outstanding; voiced stray dogs are a problem and a concern to her; supported partnering with Best Friend Society that will work with the community in offering resources.

III. REPORTS

A. Inframark.

George Quilantan, Inframark, presented the water flows to date for the Water Treatment Plant was 5.53mgd treated compared to last year this time was 5.36mgd; North Wastewater Treatment Plant treated to date was 2.32mgd compared to last year was 2.36mgd; South Wastewater Treatment Plant to date averaged 1.74mgd treated compared to 1.72mgd last year; work orders for preventive maintenance opened 410 and 258 closed; corrective maintenance was 20; North Wastewater Plant had valves and ware plates and impellers received and will be installed; the portable diesel pum also received and will be utilized at the lift stations; repairs of pump, motor, heaters and discharge lines done for Lift Stations 10,18, 29 and 33; continued with float, pump and well cleanings for various lift stations.

B. Animal Care Service

Milva Orellana, Animal Control Officer, went over the monthly live release rates for April that increased from last month; new partners formed with Tropical Texas Behavioral Health, Good AXE Time and Old School Power Gym for adoption events; went over pet(s) of week and their adoption status; PAWS Program, (Promoting Animal Welfare in Schools) began that educates

students on animal welfare; reported no longer intaking cats from other cities; launching a spay or neuter sponsor program and launching the Puppy Program that promotes hope for puppies to find a new home; reported on upcoming adoption clinics and rabies clinic and highlighted PETCO Corporation approved 800 vaccines to the City and will be hosting a free vaccine clinic for the community; two pets in the foster program were now being adopted.

IV. PUBLIC HEARING

Mayor Pro Tem Rodriguez seconded by Commissioner Kerr moved to open the public hearing at 6:15p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Araceli R Castillo to rezone 622 N Tio. Also being Lot 23, Block 8, El Texano Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district.

No comments received.

B. To solicit input on behalf of John L. Castillo to rezone 1813 W Bus 83. Also being 0.34-acre tract being E100'-W450.81'- N150' out of Farm Tract 633, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district.

No comments received.

C. To solicit input on behalf of David Treviño to rezone 502 N International Blvd. Also being 6.78 acres tract being S441'-W710' out of farm tract 1030, Adams Tracts Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to I Industrial district.

No comments received.

D. To solicit input on behalf of Willie Arratia to rezone 715 E Mile 10 North. Also being 4.56 acre out of the of Farm Tract 101, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District.

No comments received.

E. To solicit input on behalf of Kristina Lopez to approve a Conditional Use Permit to operate an event center at 512 S Westgate Dr Suite E, also being Westgate Medical Condominiums, Weslaco, Hidalgo County, Texas.

No comments received.

F. To solicit input on behalf of Eric Peña to approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit and Beverage Cartage Permit at 260 S. Texas Blvd. Suite 105, also being a 98'x90' Tract, Block 18, Original Townsite of Weslaco, Hidalgo County, Texas.

No comments received.

Commissioner Pedraza seconded by Commissioner Gonzalez Jr. moved to close the public hearing at 6:16 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

V. CONSENT AGENDA

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

A. Approval of the Minutes of the Regular Meeting on May 2, 2023. (Staffed by City Secretary Department.)

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

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

D. Approval of six-month extension for the Final Plat for The District North Weslaco Ph. II Subdivision– being 39.988 acres out of Farm Tract 179, BLK 160, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately on the southeast corner of Mile 5 ½ W & Mile 11 N. Rd. and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

E. Approval to apply for FY 2023 Texas State Library Inter-library Loan Lending Reimbursement Program, acceptance of funding upon award, and authorize for the Mayor to execute any related documents. (Staffed by the Library Department.)

F. Approval on the renewal of the Interlocal Agreement between Hidalgo County and City for continued participation in the FY2024-2026 Urban County Program and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

G. Approval of the Lease Agreement for the use of Isaac Rodriguez Park Multi-purpose Field, Minor Field, T-Ball Field and Concession Stand for youth programs by the Boys & Girls Club of Weslaco from June 12, through July 21, 2023 and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.)

H. Approval to solicit Request for Qualifications for Airport Master Planning Services and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)

I. Approval on the request from First Baptist Church for street closure from 8:00am to 1:00pm beginning June 5 through June 8, 2023 from 6th Street to 7th Street for vacation bible school and authorize the Mayor to execute any related documents. (Staffed by City Manager.)

J. Approval to amend the interlocal agreement between the constituent agencies of the Texas Anti-gang (TAG) Center Rio Grande Valley for the transfer of equipment as described in the appended to this agreement, and allowing the Chief of Police, Joel Rivera, to execute any related documents. (Staffed by Police Department.)

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

VI. APPOINTMENTS

A. Discussion and consideration on Resolution 2023-37 appointing a member to the Mid-Valley Airport Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Commissioner Lopez seconded by Commissioner Gonzalez Jr. moved to discuss.

Norma A. Cantu, City Secretary, stated a reappointment was needed and the nominee from Mayor Suarez was to reappoint Raul Cabaza.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve Resolution 2023-37 re-appointing Raul Cabaza to the Mid-Valley Airport Advisory Board as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. NEW BUSINESS

A. Presentation and discussion of the proposal from Boultinghouse Simpson Gates, and consideration of approval to move to the design development stage within the New Library/Library Renovation Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.)

Arnold Becho, Library Director, stated the library board had reviewed the design development drafted by Boultinghouse, Simpsons Gates and approved what was presented.

Bob Boultinghouse stated the re-design included an additional building, canopy and a colonnade and focused on keeping within budget as directed; cost analysis revisited to bring into budget; went over the site plan showing the colonnade and a covered connection between the library and theater and plan presented would allow for expansion to the east; presented the floor plan; gave a bird's eye view showing the library connected to the existing theater, proposed right-of-way improvements on Kansas that include parking and landscaping, showed the proposed connection of the existing colonnade to be all along the west front of the building, stated an important element was the proposed use of clerestory roof that would maximize natural light and offer energy savings.

Mr. Becho stated if approved the square footage of the library would go from 16,000 sq.ft. to 24,000 sq.ft. by utilizing the existing building; focused on servicing the customers by having space to read and study and programing space.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve the design development as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Araceli R Castillo on Ordinance 2023-23 to rezone 622 N Tio. Also being Lot 23, Block 8, El Texano Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-23. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Planning and Code Enforcement Director, stated twenty-two property owners were notified with no objection received; intended use was not made known by applicant. The Planning and Zoning Commission and staff recommended approval noting there is existing commercial property along the north and east side of the property.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve Ordinance 2023-23 to rezone 622 N Tio as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of John L Castillo on Ordinance 2023-24 to rezone 1813 W Bus 83. Also being 0.34-acre tract being E100'-W450.81'-N150' out of Farm Tract 633, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-24. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated seven property owners were notified with no objection received; property was annexed as an existing legal non-conforming commercial use; property has changed ownership and applicant requested the rezone to conform to the city zoning regulations. The Planning and Zoning Commission and staff recommended approval based on the surrounding land use of commercial and apartment use.

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to approve Ordinance 2023-24 to rezone 1813 W Bus 83 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration after public hearing on behalf of David Treviño on Ordinance 2023-25 to rezone 502 N International Blvd. Also being 6.78 acres tract being S441'-W710' out of farm tract 1030, Adams Tracts Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to I Industrial district and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-25. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated seven property owners were notified with no objection received; noted this was the old Pioneer Processing property that has several buildings dormant; applicant proposed use is to have cold storage. The Planning and Zoning Commission and staff recommended approval based on surrounding land use of commercial and industrial.

Mayor Pro Tem Rodriguez seconded by Commissioner Kerr moved to approve Ordinance 2023-25 to rezone 502 N International Blvd as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration after public hearing on behalf of Willie Arratia on Ordinance 2023-26 to rezone 715 E Mile 10 North. Also being 4.56 acre out of the of Farm Tract 101, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-26. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated no surrounding property owners were notified as the surrounding area is outside city limits, proposed use is apartments and duplex by the applicant. The Planning and Zoning Commission and staff recommended approval based on the surrounding land use of commercial along the South area of the property.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve Ordinance 2023-26 to rezone 715 E Mile 10 North as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration after public hearing on behalf of Eric Peña to approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit and Beverage Cartage Permit at 260 S. Texas Blvd. Suite 105, Also being a 98'x90' Tract, Block 18, Original Townsite of Weslaco, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twenty-two property owners were notified with no objection received; this was a change of ownership for the existing Suerte Bar & Grill. The Planning and Zoning Commission recommended approval with the condition that two security guards are on duty during the hours of 10pm-2am. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Gonzalez Jr. moved to approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit and Beverage Cartage Permit at 260 S. Texas Blvd. Suite 105 with the condition that two security guards are on duty during the hours of 10pm-2am. presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration after public hearing on behalf of Kristina Lopez to approve a Conditional Use Permit to operate an event center at 512 S Westgate Dr Suite E, also being Westgate Medical Condominiums, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated eighteen property owners were notified with no objection received; applicant proposed to have an event center to host small events such as baby showers, bridal

showers, and small celebrations. The Planning & Zoning Commission and staff recommended approval.

Commissioner Farias seconded by Commissioner Pedraza moved to approve to approve a Conditional Use Permit to operate an event center at 512 S Westgate Dr Suite E as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and re-consideration to approve the Final Plat for Heron's Landing Subdivision being 29.29-acre out of farm tracts 1036, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas and located on the southwest corner of Pike Blvd. and Mile 2 ½ West and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated previous commission action approved the final plat in November of 2022; development is a seventy-one-lot subdivision and developer wished to go to a private subdivision instead of public as originally approved. The Planning and Zoning Commission approved with the condition that the access onto Mile 2 ½ West be for exit only.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve the Final Plat for Heron's Landing Subdivision with the condition that the access onto Mile 2 ½ West be for exit only as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to approve the Final Plat for T&O Ranch NO. 5 being 20.00-acres out of Farm Tract 268, Block 131, West Tract Subdivision, Weslaco, Hidalgo County, Texas, located east of Mile 4 approximately ¼ mile north of Mile 11 North Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed seven (7) lot subdivision located outside city limits; serviced with water by North Alamo Water Supply and sewer by On-site sewage facility (OSSF); applicant is requested a variance for OSSF as the nearest sanitary sewer line is two miles and requested a variance for off-site drainage and provided letters of support from the irrigation and drainage district. The Planning and Zoning Commission recommended approval with variances; staff recommended approval with compliance with the ordinances.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve the Final Plat for T&O Ranch NO. 5 with variances as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration on Ordinance 2023-27 to dedicate Professional Drive as Brandon Figueroa Drive and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-27. Possible action. (Staffed by Planning & Code Enforcement Department.)

The City Manager requested no action for items J and K.

K. Discussion and consideration on Ordinance 2023-28 to dedicate Second Street from Texas Blvd to Airport Drive as Raul Sandoval Florez Street and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-28. Possible action. (Staffed by Planning & Code Enforcement Department.)

No action.

L. Discussion and consideration of Allowance Expenditure Authorization No. 9 for the New Police Department with Municipal Court and Judicial Court project for an amount not to exceed \$16,102 from the project's Owner's Contingency Allowance fund for additional work requested by staff for IT infrastructure and authorize the Mayor to execute any related documents. Possible action. (There was no action on April 18, 2023; staffed by Parks & Recreation Department.)

Omar Rodriguez, Parks and Recreation Director, stated the expenditure amount had been revised and was lower; additional work was needed to support the network infrastructure (circuits) requested by staff. Staff recommended approval of the revised amount not to exceed \$13,345.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Allowance Expenditure Authorization No. 9 not to exceed \$13,345 from the project's Owner's Contingency Allowance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration of Allowance Expenditure Authorization No. 10 for the New Police Department with Municipal Court and Judicial Court project for an amount not to exceed \$11,767 from the project's Owner's Contingency Allowance fund for additional work requested by staff related to the detention area and authorize the Mayor to execute any related items. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated additional work was needed in the detention area. Staff recommended approval Allowance Expenditure Authorization No. 10 for an amount not to exceed \$11,767 from the project's Owner's Contingency Allowance.

Mayor Pro Tem Rodriguez seconded by Commissioner Lopez moved to approve Allowance Expenditure Authorization No. 10 for an amount not to exceed \$11,767 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration to purchase furniture for the New Police Station, Fire Administration and Judicial Court building from HON Buy Board Contract 667-22 for an amount not to exceed \$249,999.93 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated staff has been negotiating on getting new furnishings for the new police, fire and municipal court building with HON, a company that designs and manufactures office furniture and negotiated a final amount not to exceed \$249,999.93; furniture would be delivered, assembled, and installed in the next 5-7 weeks. Staff recommended approval of HON Buy Board Contract 667-22 for an amount not to exceed \$249,999.93.

Commissioner Kerr seconded by Commissioner Lopez moved to approve HON Buy Board Contract 667-22 for an amount not to exceed \$249,999.93 to purchase furniture for the New Police Station, Fire Administration and Judicial Court building as presented. The motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration on applying for a grant with the Texas Blue Cross Statewide Wellness Campaign for an outdoor Fitness Court and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation and Grant Writer.)

Omar Rodriguez stated there is an opportunity to apply through the National Fitness Campaign for a grant for an outdoor fitness court that focuses more on movements (plyometrics exercise); proposed to get a fitness court estimated at \$155,000 and a fitness studio (Zumba and salsa users) estimated at \$35,000; the grant amount was up to \$50,000 and a factor they consider is visibility and location; staff would propose Mayor Pablo Pena Park as the site and hoped to get additional partners for the project; presented a breakdown and stated total project cost was \$247,500 less a grant award would cost of \$197,500. Staff recommended approval to apply and begin discussion with the National Fitness Campaign on the location and submittal of any necessary data as well as begin to fund in the upcoming budget.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve staff apply for a grant with the Texas Blue Cross Statewide Wellness Campaign for an outdoor Fitness Court as presented. The motion carried unanimously; Mayor Suarez was present and voting.

R. Discussion and consideration to approve the purchase of 70 2" water meters from the sole source vendor, Core & Main in an amount not to exceed \$78,925 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Rosie Cavazos, Finance Director, recommended approval to purchase 70 2-inch water meters from the sole source vendor, Core & Main in an amount not to exceed \$78,925; purchase of the additional meters is needed for an upcoming development and replenish inventory.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve the purchase of 70 2" water meters from the sole source vendor, Core & Main in an amount not to exceed \$78,925 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

S. Discussion and consideration to ratify Purchase Order No. 23-2795 to contract Southern Trenchless Solutions LLC for emergency repairs on a collapsed manhole located near 18th and Guerra for the amount of \$97,835.50 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from vote and discussion.

David Arce, Public Works Director, stated a sink hole on 18th and Guerra required immediate attention; the entrance to Margo Elementary parking was blocked off and this was coordinated with the school. Staff obtained a buyboard quote and emergency repairs was done. Staff recommended approval to ratify Purchase Order No. 23-2795 to contract Southern Trenchless Solutions LLC for emergency repairs on a collapsed manhole in the amount of \$97,835.50.

Mayor Pro Tem Rodriguez seconded by Commissioner Kerr moved to approve and ratify Purchase Order No. 23-2795 to contract Southern Trenchless Solutions LLC for emergency repairs on a collapsed manhole located near 18th and Guerra for \$97,835.50 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

T. Discussion and reconsideration to purchase up to three (3) Pickup Trucks with Goodbuy vendor Silsbee Ford.

1. Water Division, an F350 Crew Cab 4x4 in the amount of \$45,549 to \$61,685

2. Streets Division, an F250 Extended Cab \$32,873 to \$49,924.75

3. Drain Ditch Division, F250 Crew Cab \$34,195 to \$51,239.75

and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce stated the commission had approved the purchase of three vehicles on November 2, 2021; a purchase order was issued then notification was received that Ford would not have availability and the purchase order was cancelled; notice from Silsbee Ford on May 3, 2023 they would be able to fulfill the original order with delivery within 10 days. Staff recommended approval to allow the purchase of the vehicles that are needed, not budgeted, and advised each truck had increased as follows: an F350 Crew Cab 4x4 from \$45,549 to \$61,685 (water division) an F250 Extended Cab from \$32,873 to \$49,924.75 (streets division) and F250 Crew Cab from \$34,195 to \$51,239.75 (drain ditch division).

Commissioner Pedraza seconded by Commissioner Gonzalez Jr. moved to approve purchase from Goodbuy vendor Silsbee Ford an F350 Crew Cab 4x4 in the amount of \$61,685; an F250 Extended Cab \$49,924.75 and an F250 Crew Cab in the amount of \$51,239.75 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VIII. EXECUTIVE SESSION

At 7:11 p.m. Commissioner Farias seconded by Commissioner Pedraza moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:52 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) FY October 1, 2022 – September 30, 2025 as authorized by section §551.071 of the Texas Government Code.

No action.

C. Legal Consultation - Consultation with the City Attorney regarding real property legally described as Lot 13, Block 9, Original Townsite Weslaco, Hidalgo County, Texas as authorized by section §551.071 of the Texas Government Code.

X. ADJOURNMENT

Commissioner Farias seconded by Commissioner Pedraza moved to adjourn the meeting of May 16, 2023, at 7:53 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6582	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-24 to rezone 1813 W Bus 83. Also being 0.34 acre tract being E100'-W450.81'- N150' out of Farm Tract 633, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district and authorize the Mayor to execute any related documents. (First reading held May 16, 2023; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-1 neighborhood business district. Seven (7) property owners within 200 feet of the applicant's property were notified by letter on April 21, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on April 17, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of May 3, 2023.			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval based on adjacent land use and 2040 land use map.			
Attachments, if any: Rezone-1813 W Bus 83 - Memo, 1813 W Bus 83-Application, Notice, Radius map, 1813 W Bus 83- Aerial, O2023-24 rezone 1813 W Bus 83			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 1813 W Business 83

DATE: May 8, 2023

The property is an existing commercial building. The property was annexed into the city limits as an existing legal non-conforming use and has recently changed ownership. The new property owners are now requesting to rezone the lot to conform to City zoning regulations. There are existing commercial properties located along the west and east side of this property and apartments to the south. Staff has not received any petitions for or against the rezone request.

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

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

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

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

FILE NO. Rzpe-000462-2023

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot West Tract E 100'-W 450.81'-N 150' FT 633 Block _____

Subdivision Name _____

Street Address 1813 W. BUS 83, Weslaco, TX. 78596

Existing Zoning R1 Existing Land Use USED CAR LOT

Proposed Zoning COMMERCIAL B-1 Proposed Land Use USED CAR LOT

_____ \$305.00 non-refundable filing fee.

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

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

☒ City and school tax receipts attached.

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

APPLICANT

Name John L. Castillo Phone 956-969-0033

Address 1813 W. BUS 83, Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: castillo.rgv.motors@gmail.com

OWNER

Name John L. Castillo Phone 956-969-0033

Address 1813 W. BUS 83 Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: castillo.rgv.motors@gmail.com

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

Signature [Signature] Date 02/21/23

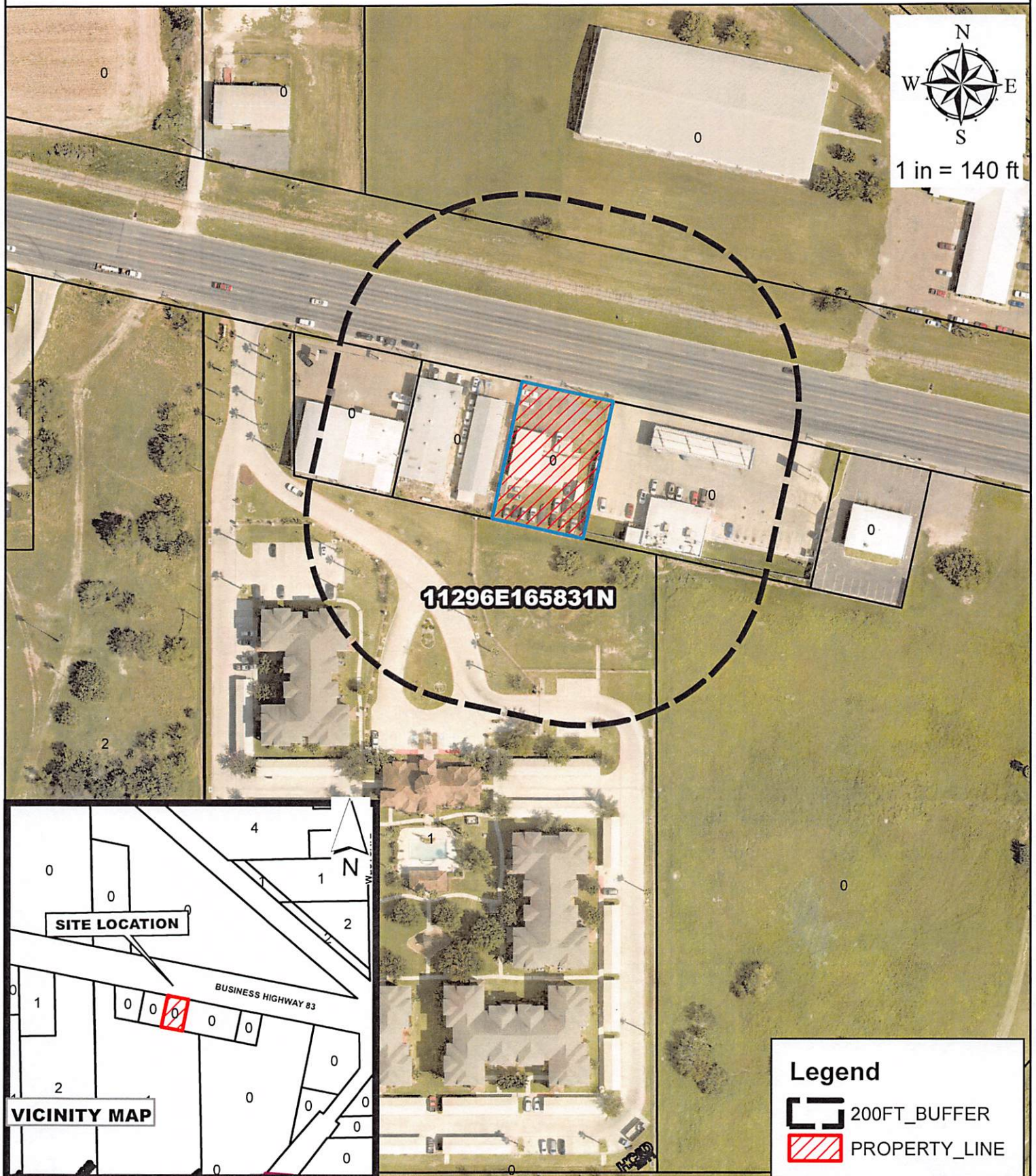
Owner

Signature _____ Date _____

Applicant

Signature _____ Date _____

Authorized Agent



11296E165831N



1 in = 140 ft

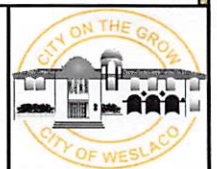
Legend

-  200FT_BUFFER
-  PROPERTY_LINE

John Castillo
1813 W Bus. 83
West Tract

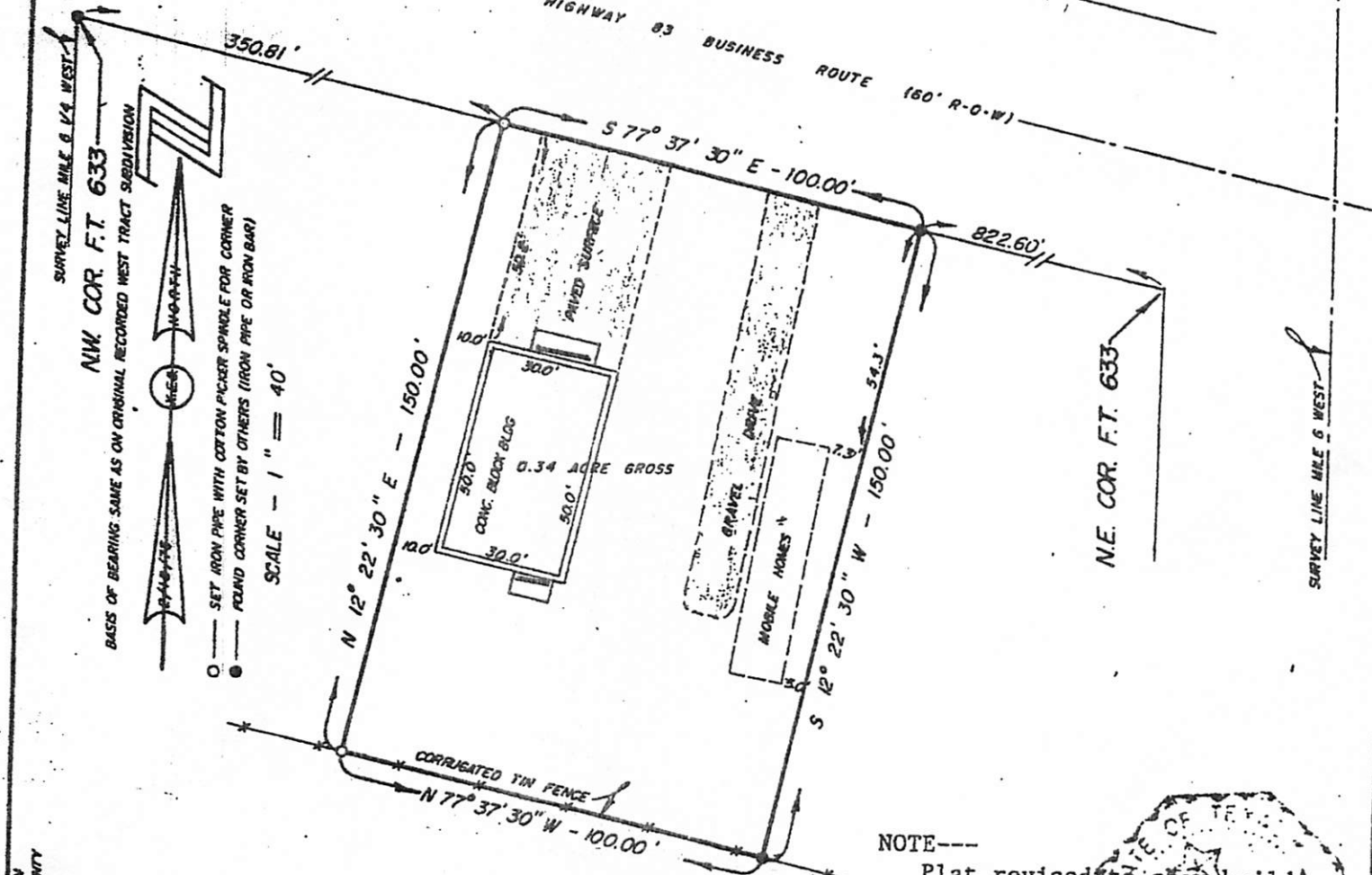
Purpose for the Rezone Request

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



MAR 8, 2023

GALVAN REVIVAL CHURCH 2731 IRWIN DR SAN ANTONIO TX 78222	W3800-00-150-0000-00 WEST TRACT BLK FT 150 E9.79-11.79 AC 0 US BUS 83	L: 342650 B: 405382
FOUR RIGHT INVESTMENT 3255 WILSHIRE BLVD STE 1034 LOS ANGELES CA 90010	W3800-00-633-0000-02 WEST TRACT AN IRR TR 33 7.092AC 1719 W BUS HWY 83	L: 5060 B: 0
RODRIGUEZ SIGIFREDO JR ET UX 1003 S OKLAHOMA AVE WESLACO TX 78596	W3800-00-633-0000-04 WEST TRACT 0.43AC-E10.57AC FT 633 1903 W BUS HWY 83	L: 112386 B: 68075
CASTILLO JOHN L 1813 W BUS 83 WESLACO TX 78596	W3800-00-633-0000-05 WEST TRACT E100'-W450.81'-N150' FT 633 0 US HWY 83	L: 88860 B: 70358
CASTELLANOS JORGE & ANGEL 1604 RICARDO ST WESLACO TX 78599	W3800-00-633-0000-06 WEST TRACT 0.38AC FT 633 1901 W BUS HWY 83	L: 99318 B: 143707
MDC COAST 9 LLC ATTN PM #5987 3200 HACKBERRY RD IRVING TX 75063	W3800-00-633-0000-07 WEST TRACT 0 US HWY 83	L: 213533 B: 220008
WESLACO HILLS APARTMENTS LP 9907 MOORBERRY LN HOUSTON TX 77080	W2246-00-001-0001-00 WESLACO HILLS LOT 1 BLK 1 2101 W BUS HWY 83	L: 727452 B: 2665213



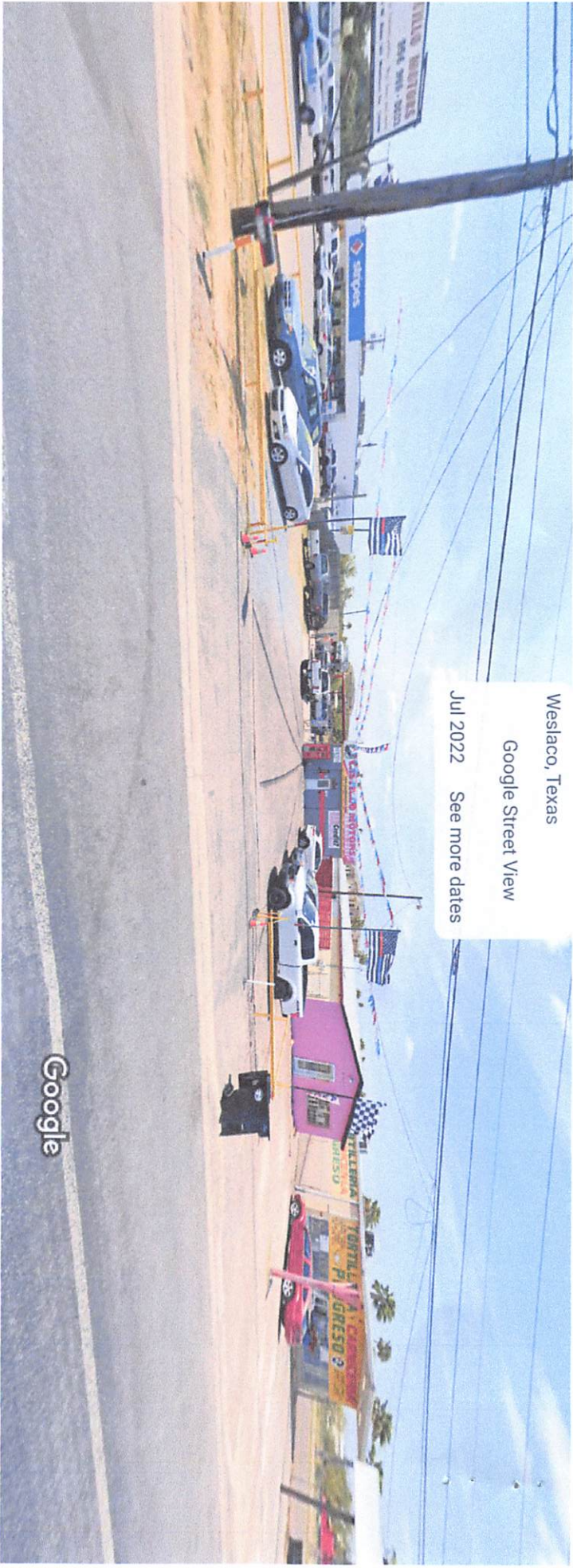
PLAT OF

A 0.34 ACRE TRACT OUT OF
FARM TRACT 633, BLOCK 178,
WESLACO, HIDALGO COUNTY, TEXAS

I, TOM W. STOVALL, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535
JAN 10 1961

Google Maps 1813 W Business 83



Weslaco, Texas

Google Street View

Jul 2022 See more dates

← 1813 W Business 83

All Street View & 360°

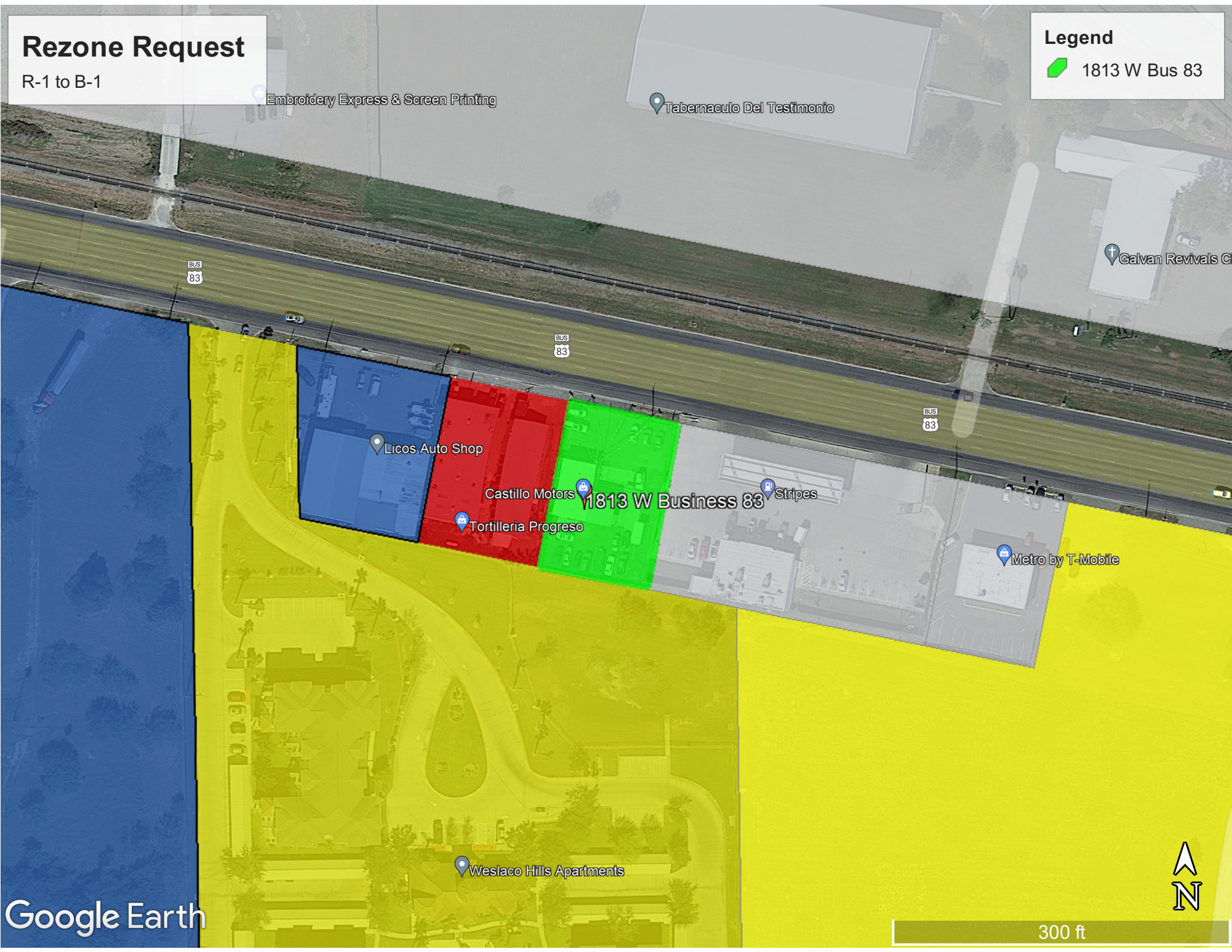
Image capture: Jul 2022 © 2023 Google

Rezone Request

R-1 to B-1

Legend

 1813 W Bus 83



ORDINANCE NO. 2023-24

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 1813 W BUS 83. ALSO BEING 0.34 ACRE TRACT BEING E100'-W450.81'- N150' OUT OF FARM TRACT 633, WEST TRACT SUBDIVISION, WESLACO HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-family dwelling district to B-1 neighborhood business district located at 1813 W Bus 83. Also being 0.34-acre tract being E100'-W450.81'- N150' out of Farm Tract 633, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 16th day of May 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day of June 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6584	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-25 to rezone 502 N International Blvd. Also being 6.78 acres tract being S441'-W710' out of farm tract 1030, Adams Tracts Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to I Industrial district and authorize the Mayor to execute any related documents. (First reading held May 16, 2023; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to I Industrial district. Seven (7) property owners within 200 feet of the applicant's property were notified by letter on April 21, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on April 17, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of May 3, 2023.			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any: Rezone-502 N Int'l Blvd - Memo, 502 N Int'l Blvd-Application, Notice, Radius map, 502 N International- Aerial, O2023-25 rezone 502 N Int'l Blvd			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 502 N Int'l Blvd

DATE: May 8, 2023

The property is the site of the former Pioneer Processing. The property was annexed into the city limits as an existing legal non-conforming use and has recently changed ownership. The property owner has several buildings on this site and is purposing cold storage in one of the buildings. There is existing commercial along the northside. The property along the westside of International Drive is zoned industrial. Staff has not received any petitions for or against the rezone request.

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

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

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

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

FILE NO. Rzne-000413-2023

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot A tract of land containing 13.36 Block gross acres out of Farm Tract
Subdivision Name 1030 West and Adams Tracts, Hidalgo County, TX recorded
in Volume 2, Pages 34-37, Map Records, Hidalgo
Street Address 502 N International Blvd, 78599 County, Texas

Existing Zoning R-1 Existing Land Use _____

Proposed Zoning Light Industrial Proposed Land Use I

_____ \$305.00 non-refundable filing fee. (Deed)
_____ 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 David Trevino Phone (956) 600-1917
Address 401 Marshiv Cir Fax: _____
City Edinburg State TX Zip Code 78599 E-Mail: david.trevino@cit.mx

OWNER

Name Hans Humphrey Phone _____
Address 6800 S International Pkwy Fax: _____
City McAllen State TX Zip Code 78503 E-Mail: _____

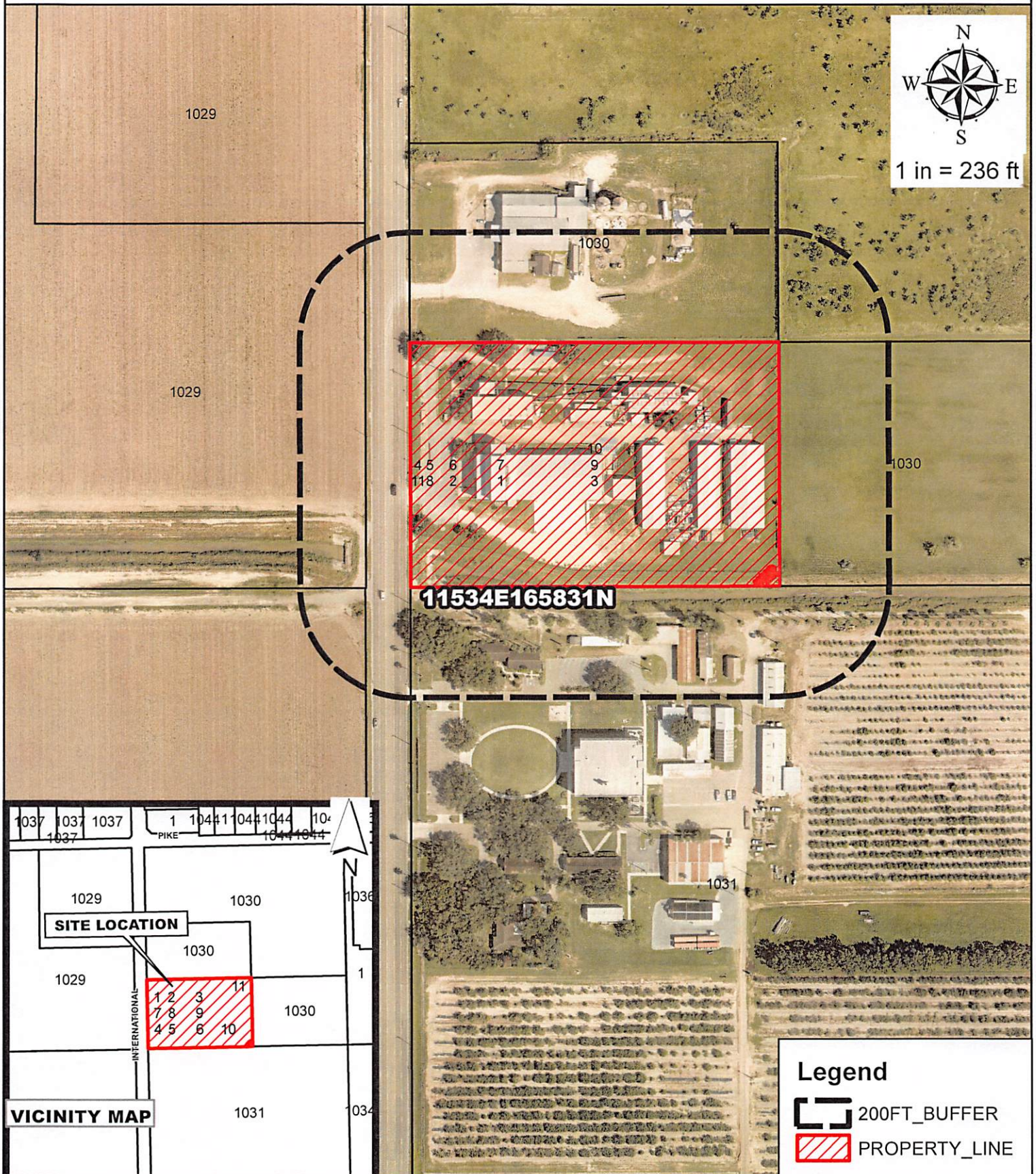
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature _____ Date _____

Signature _____ Date 3/13/2023

Signature _____ Date _____

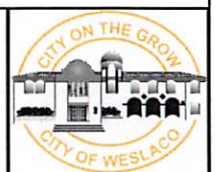
Owner
Applicant
Authorized Agent



Hans Humprey
502 N International
West Tract 1030

Purpose for the Rezone Request

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



MAR 16, 2023

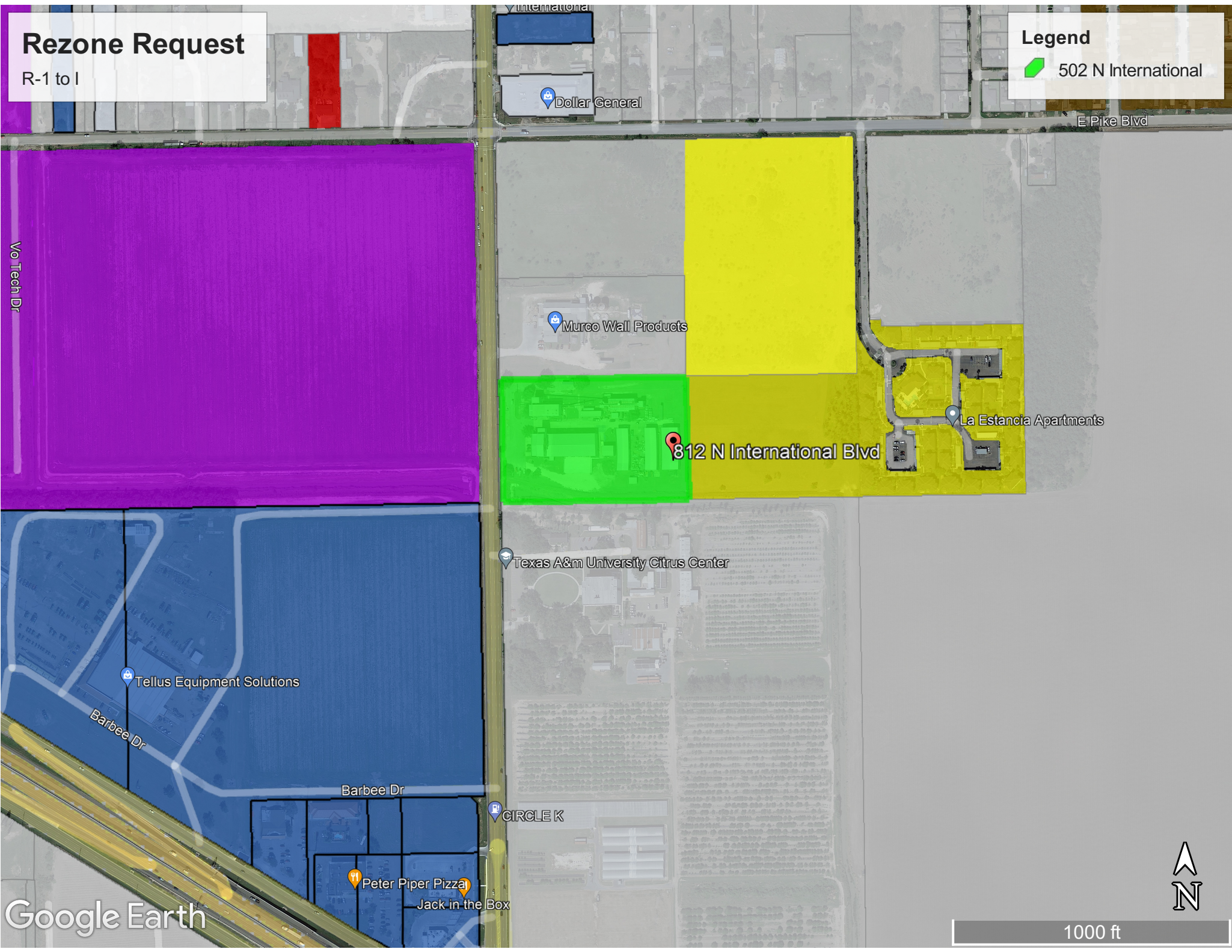
1015 RAINBOW LTD 2006 SAHARA DR WESLACO TX 78596	A0800-00-000-1028-00 ADAMS TRACT N1000'- E929.77' & W59.17'- S286.72' FT 1028 21.67AC GR 20.75AC NET 0 N FM 1015	L: 0 B: 0
1015 RAINBOW LTD 2006 SAHARA DR WESLACO TX 78596	A0800-00-000-1029-05 ADAMS TRACT FT 1029 EXC 38.93AC NET 0 N FM 1015	L: 0 B: 0
TRIPLE J LEASING LLC 201 NE 21ST ST FORT WORTH TX 76164	A0800-00-000-1030-00 ADAMS TRACT W710'-S361'-N879' FT 1030 55AC NET	L: 179820 B: 218776
RANCHO BRITO LLC 3511 LOS INDIOS PARKWAY MISSION TX 78572	A0800-00-000-1030-05 ADAMS TRACT N518' & 6AC GR 19.39AC NET 820 N INTERNATIONAL BLVD	L: 40500 B: 0
COLD TRANSLOADING LLC 802 TRINITY ST MISSION TX 78572	A0800-00-000-1030-10 ADAMS TRACT S441'-W710' FT 1030 ET	L: 219672 B: 561153
TEXAS COLLEGE OF ART & IND NADDRESS WESLACO TX 78596	A0800-00-000-1031-01 ADAMS TRACT 40AC LOT 1031 & 37.33AC 3AC NET 0 N FM 1015	L: 2087910 B: 1632553
RANCHO BRITO LLC 2015 N SHARY RD STE 2 MISSION TX 78572	A0800-00-000-1030-09 ADAMS TRACT S441'-E609.75' FT 1030	L: 199908 B: 0

Rezone Request

R-1 to I

Legend

 502 N International



ORDINANCE NO. 2023-25

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 502 N INTERNATIONAL BLVD. ALSO BEING 6.78 ACRES TRACT BEING S441'-W710' OUT OF FARM TRACT 1030, ADAMS TRACTS SUBDIVISION, WESLACO HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO I INDUSTRIAL DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-family dwelling district I Industrial district located at 502 N International Blvd. Also being 6.78 acres tract being S441'-W710' out of farm tract 1030, Adams Tracts Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 16th day of May 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day of June 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6585	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-26 to rezone 715 E Mile 10 North. Also being 4.56 acre out of the of Farm Tract 101, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held May 16, 2023; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-2 Duplex and Apartment District. The surrounding land for this location is outside city limits. No letters were required.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on April 17, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of May 3, 2023.			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval based on existing commercial across the street.			
Attachments, if any: Rezone-715 E Mile 10 North- Memo, 715 E Mile 10 North -Application, Notice, Radius map, 715 E Mile 10 N - Aerial, O2023-26 rezone 715 E Mile 10 North			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 715 E Mile 10 North

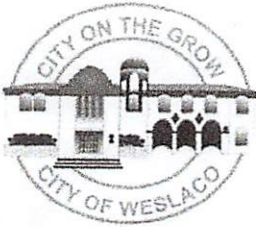
DATE: May 8, 2023

The property owner is proposed a six (6) lot four plex- apartments subdivision. There are existing commercial properties along the South of this area. The developer has submitted for subdivision for final plat approval as Gilberto Estates. The developer is requesting to rezone the property to R-2 apartments and duplex as he has seen a higher demand from potential owners. Staff has not received any petitions for or against the rezone request.

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

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

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

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

FILE NO. RZNE-000427-2023

PROPOSED PROJECT

Legal Description of Property to be rezoned: A 4.56 ACRES OUT OF FARM TRACT 101,

Lot _____ Block _____

Subdivision Name WEST TRACT SUBDIVISION

Street Address 715 E Mile 10 North

Existing Zoning R1 Existing Land Use VACANT

Proposed Zoning R2 Proposed Land Use DUPLEX

☒ \$305.00 non-refundable filing fee.

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

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

☐ City and school tax receipts attached.

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

APPLICANT

Name Willie Ayatis Phone (956) 784-0218

Address 526 N-5th St Fax: _____

City Ponns State TX Zip Code 78531 E-Mail: nainengineering@yahoo.com
gonzalez7859@yahoo.com

OWNER

Name JERRY GONZALEZ Phone (956) 373-1533

Address 718 COUNTRYSIDE DR. Fax: _____

City Weslaco State TX Zip Code 78555 E-Mail: _____

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

Signature [Signature] Date 4-3-2023

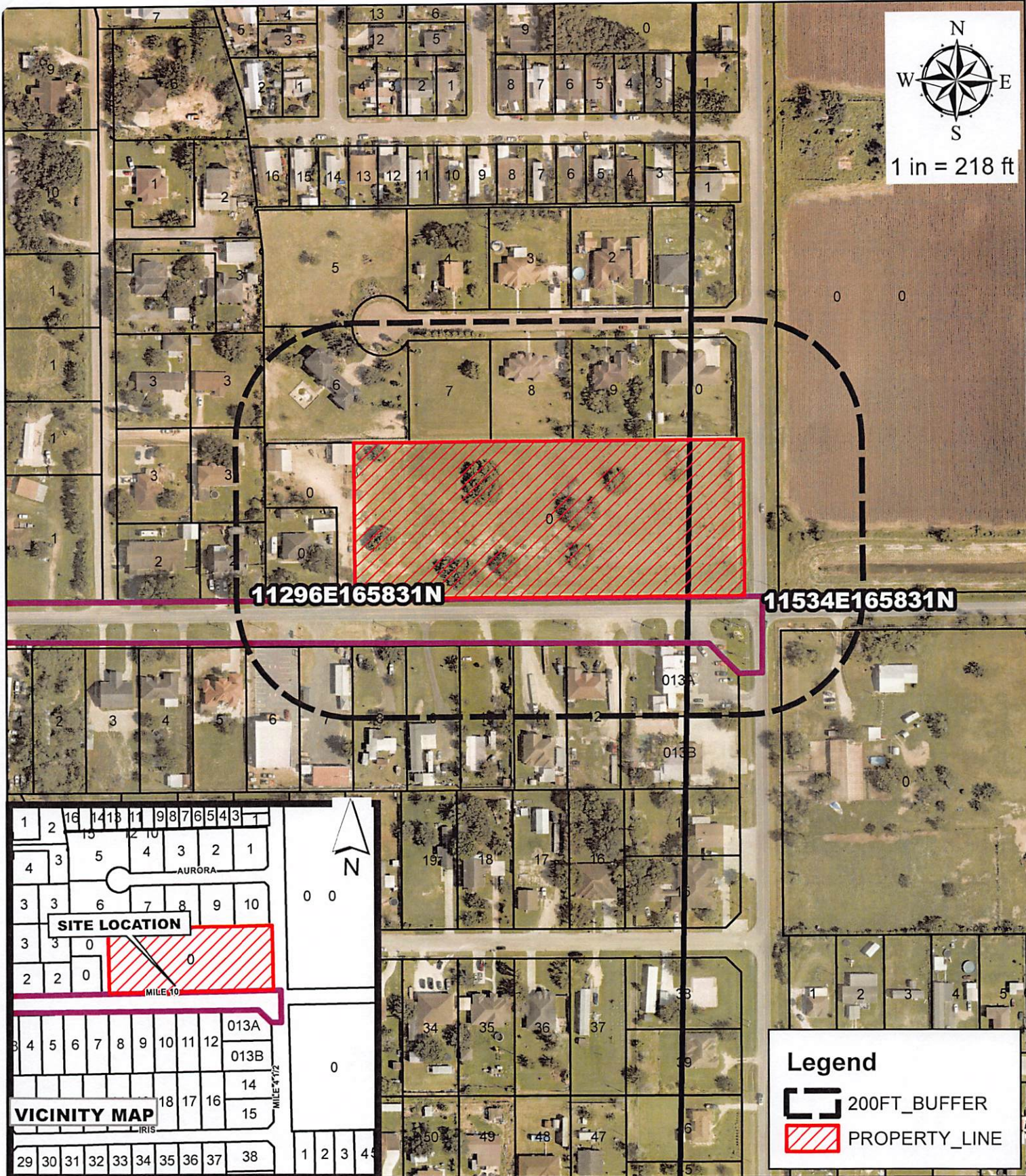
Signature [Signature] Date 4/3/23

Signature _____ Date _____

Authorized Agent



1 in = 218 ft



Legend



200FT_BUFFER

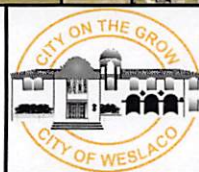


PROPERTY_LINE

Jerry Gonzalez
715 E Mile 10 N
West Tract

Purpose for the Rezone Request

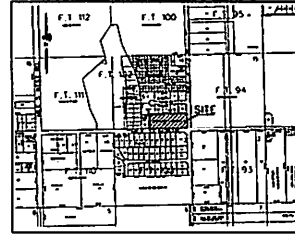
Existing zoning: R-1
Existing land use: Vacant Land
Prop Zone: R-2



CONSTRUCTION PLANS OF GILBERTO ESTATES

INDEX OF SHEETS

1. TITLE SHEET
2. SUBDIVISION PLAT
3. UTILITY AND TOPOGRAPHY LAYOUT



LOCATION MAP SCALE: 1" = 1000'

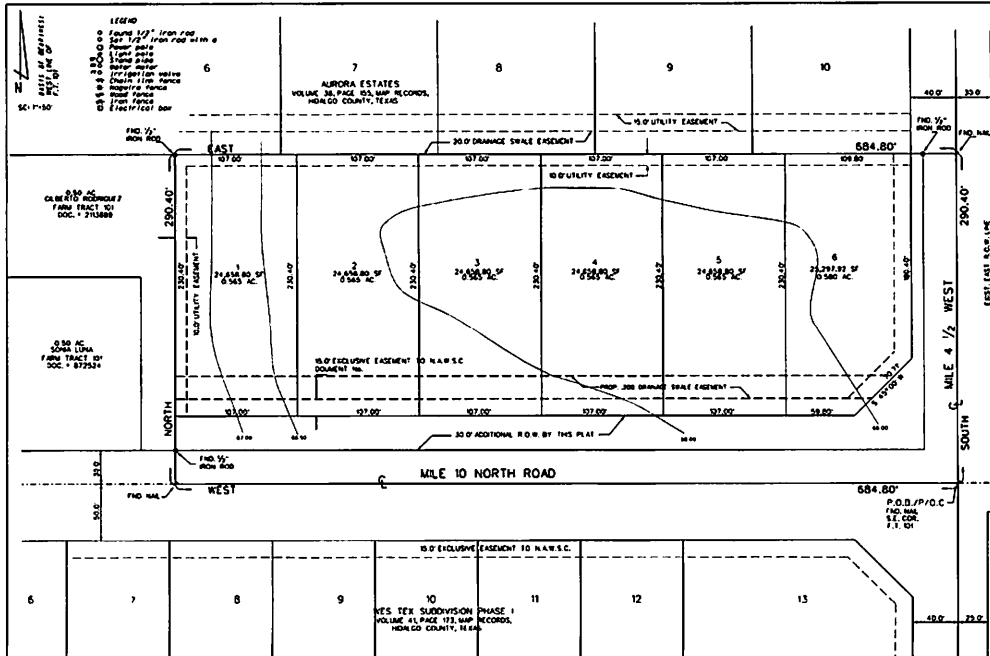
Valerio A. Amata PE
 VALERIO A. AMATA
 LICENSED PROFESSIONAL ENGINEER - 94001
 526 N. 5TH STREET
 DOWNA, TEXAS 75037



DATE OF PREPARATION: JAN 24, 2022

SHEET No. 1

NAIN ENGINEERING, L.L.C.
 CONSULTING ENGINEER
 526 N. 5TH STREET
 DOWNA, TEXAS 75037
 PH: (202) 784-0218
 FAX: NO. 7-8050
 E-MAIL: NAINENGINEERING@GMAIL.COM



GILBERTO ESTATES

A 4.56 ACRE TRACT OF LAND OUT OF FARM TRACT 101, WEST TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

DEED A 4.56 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE SOUTHEAST CORNER OF THE 1/2 SECTION 10, TOWNSHIP 35N, RANGE 12E, MERIDIAN 10W, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A 4.56 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL SET AT THE SOUTHEAST CORNER OF SAO FARM TRACT 101, LOCATED AT THE INTERSECTION OF MILE 10 NORTH ROAD AND MILE 1 1/2 WEST ROAD FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE WEST, COINCIDENT WITH THE SOUTH LINE OF SAO FARM TRACT 101, IN THE CENTER OF SAO MILE 10 NORTH ROAD, A DISTANCE OF 884.80 FEET TO A NAIL SET FOR THE SOUTHWEST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE NORTH, A DISTANCE OF 330.00 FEET, PASS A 1/2 INCH IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF SAO MILE 10 NORTH ROAD, A TOTAL DISTANCE OF 720.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTH LINE OF SAO FARM TRACT 101, AND THE CENTER OF SAO MILE 1 1/2 WEST ROAD FOR THE NORTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE EAST, ALONG THE EAST LINE OF SAO FARM TRACT 101, TO THE CENTER OF MILE 1 1/2 WEST ROAD, A DISTANCE OF 720.00 FEET, TO A 1/2 INCH IRON ROD FOUND ON THE EAST LINE OF SAO FARM TRACT 101, AND THE CENTER OF SAO MILE 1 1/2 WEST ROAD FOR THE NORTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE EAST, ALONG THE EAST LINE OF SAO FARM TRACT 101, TO THE CENTER OF MILE 1 1/2 WEST ROAD, A DISTANCE OF 720.00 FEET, TO A 1/2 INCH IRON ROD FOUND ON THE EAST LINE OF SAO FARM TRACT 101, AND THE CENTER OF SAO MILE 1 1/2 WEST ROAD FOR THE NORTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE EAST, ALONG THE EAST LINE OF SAO FARM TRACT 101, TO THE CENTER OF MILE 1 1/2 WEST ROAD, A DISTANCE OF 720.00 FEET, TO A 1/2 INCH IRON ROD FOUND ON THE EAST LINE OF SAO FARM TRACT 101, AND THE CENTER OF SAO MILE 1 1/2 WEST ROAD FOR THE NORTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE EAST, ALONG THE EAST LINE OF SAO FARM TRACT 101, TO THE CENTER OF MILE 1 1/2 WEST ROAD, A DISTANCE OF 720.00 FEET, TO A 1/2 INCH IRON ROD FOUND ON THE EAST LINE OF SAO FARM TRACT 101, AND THE CENTER OF SAO MILE 1 1/2 WEST ROAD FOR THE NORTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE EAST, ALONG THE EAST LINE OF SAO FARM TRACT 101, TO THE CENTER OF MILE 1 1/2 WEST ROAD, A DISTANCE OF 720.00 FEET, TO A 1/2 INCH IRON ROD FOUND ON THE EAST LINE OF SAO FARM TRACT 101, AND THE CENTER OF SAO MILE 1 1/2 WEST ROAD FOR THE NORTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE EAST, ALONG THE EAST LINE OF SAO FARM TRACT 101, TO THE CENTER OF MILE 1 1/2 WEST ROAD, A DISTANCE OF 720.00 FEET, TO A 1/2 INCH IRON ROD FOUND ON THE EAST LINE OF SAO FARM TRACT 101, AND THE CENTER OF SAO MILE 1 1/2 WEST ROAD FOR THE NORTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

- GENERAL NOTES:**
1. ALL BUILDING SETBACK LINES: FROM REAR: MIN. 25.0' OR GREATER FOR EASEMENTS; SIDE: 5.0' OR GREATER FOR EASEMENTS; SIDE CORNER: 5.0' OR GREATER FOR EASEMENTS.
 2. NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHEDS, TREES, AND OTHER PLANTING EXCEPT LOW-LIES IN "N" NATURE, WEEDS, GROUND COVER, GRASS OR FLOWERS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
 3. MINIMUM FINISHED FLOOR ELEVATION ESTABLISHED MUST BE 46.50 OR 47' ABOVE TOP OF CURB OR CENTERLINE OF STREET, WHICHEVER IS GREATER, MEASURED FROM THE CENTER OF THE LOT.
 5. FLOOD ZONE DESIGNATION: "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN; C.P. 463334 04-00 C.M.P. REVISED TO REFLECT LATEST 30-2003 MAP REVISED JUNE 4, 2009 CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 500-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4027).
 6. DRAINAGE: IN ACCORDANCE WITH HIDALGO COUNTY DRAINAGE DISTRICT NO. 9, CITY OF WELLS, TEXAS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 37,360 OF 1.67 ACFT-DEPT STORM WATER RUNOFF DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS. THIS DEVELOPMENT SHALL BE ACCOMPANIED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME DURING 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 UNKNOWN ARE BEING GREATER THAN THE PLAT ENGINEER COMPARED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

7. EACH LOT SHALL BE REQUIRED TO DETAIN NOT LESS THAN 6,335 FT
8. PROJECT BENCH MARK ELEV.: 86.10' OF IRON ROD LOCATED 30 FEET WEST FROM THE NORTHEAST CORNER OF THIS SUBDIVISION
9. ALL LOT CORNERS MARKED WITH NO. 4 REBAR UNLESS OTHERWISE NOTED
10. 10' UTILITY EASEMENT: 10' MIN. ROAD SET
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100. 30' DRAINAGE DITCH EASEMENT: 30' MIN. ROAD SET

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND ON THIS PLAT, AND DESIGNATED HEREIN AS GILBERTO ESTATES TO THE CITY OF WELLS, TEXAS, AND WHOSE NAME IS SUFFICIENTLY IDENTIFIED TO THE CITY OF WELLS, TEXAS, ALLEY, PARKS, GRASS, EASEMENTS, WATER COURSES, EASEMENTS, AND PUBLIC PLACES, HEREBY CERTIFY THAT THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNED: JUAN INVESTMENTS, LLC
THE COUNTY: JUAN INVESTMENTS, LLC
ADDRESS: 710 COUNTY ROAD 1000
WELLS, TEXAS 75372

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JERRY CONZALEZ, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUFFICIENTLY IDENTIFIED TO THE CITY OF WELLS, TEXAS, ALLEY, PARKS, GRASS, EASEMENTS, WATER COURSES, EASEMENTS, AND PUBLIC PLACES, HEREBY CERTIFY THAT THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

NOTARY PUBLIC, FOR THE STATE OF TEXAS

APPROVED BY DRAINAGE DISTRICT:

WELLS DRAINAGE DISTRICT NO. 9, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE TITLE 46, CHAPTER 46.01, AND DOES NOT REQUIRE ANY OTHER DRAINAGE STRUCTURES OR EASEMENTS AS NECESSARY FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF REQUIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 9

DATE: 5/24/2011, P.M. C.F.M. GENERAL MANAGER

GENERAL MANAGER
THIS PLAT IS APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

DATED THIS _____ DAY OF _____, 2011

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.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. H.C.C.D. NO. 9 WILL NOT BE RESPONSIBLE FOR STORMWATER DRAINAGE SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION AS WELL AS H.C.C.D. NO. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION IF REQUIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.
4. H.C.C.D. NO. 9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITY SYSTEMS SHOWN ON THIS PLAT ARE APPROPRIATE FOR THE DEVELOPMENT. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.
5. H.C.C.D. NO. 9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHEDS, TREES, AND OTHER PLANTING AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

I, THE UNDERSIGNED, THE MAYOR OF THE CITY OF WELLS, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY INWELLS, TEXAS, APPROVED BY APPROVAL, IS REQUIRED.

MAYOR, CITY OF WELLS, TEXAS DATE

THE SUBDIVISION PLAT OF GILBERTO ESTATES HAS BEEN SUBMITTED TO THE PLANNING COMMISSION OF THE CITY OF WELLS, TEXAS, AND IT IS HEREBY APPROVED BY SUCH COMMISSION. DATED THIS _____ DAY OF _____, 2011 A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

I, LINDSEY LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

LINDSEY LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2794
2600 SW 90TH
WELLS, TEXAS 75372

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CALLING A MINORITY, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

DATE: 5/24/2011

LINDSEY LUIS GUTIERREZ
LICENSED PROFESSIONAL ENGINEER - 54009
201 N. 5TH ST.
WELLS, TEXAS 75372

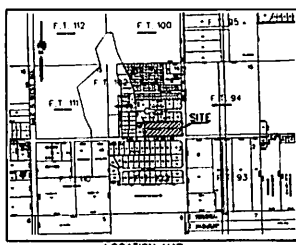
STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CALLING A MINORITY, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

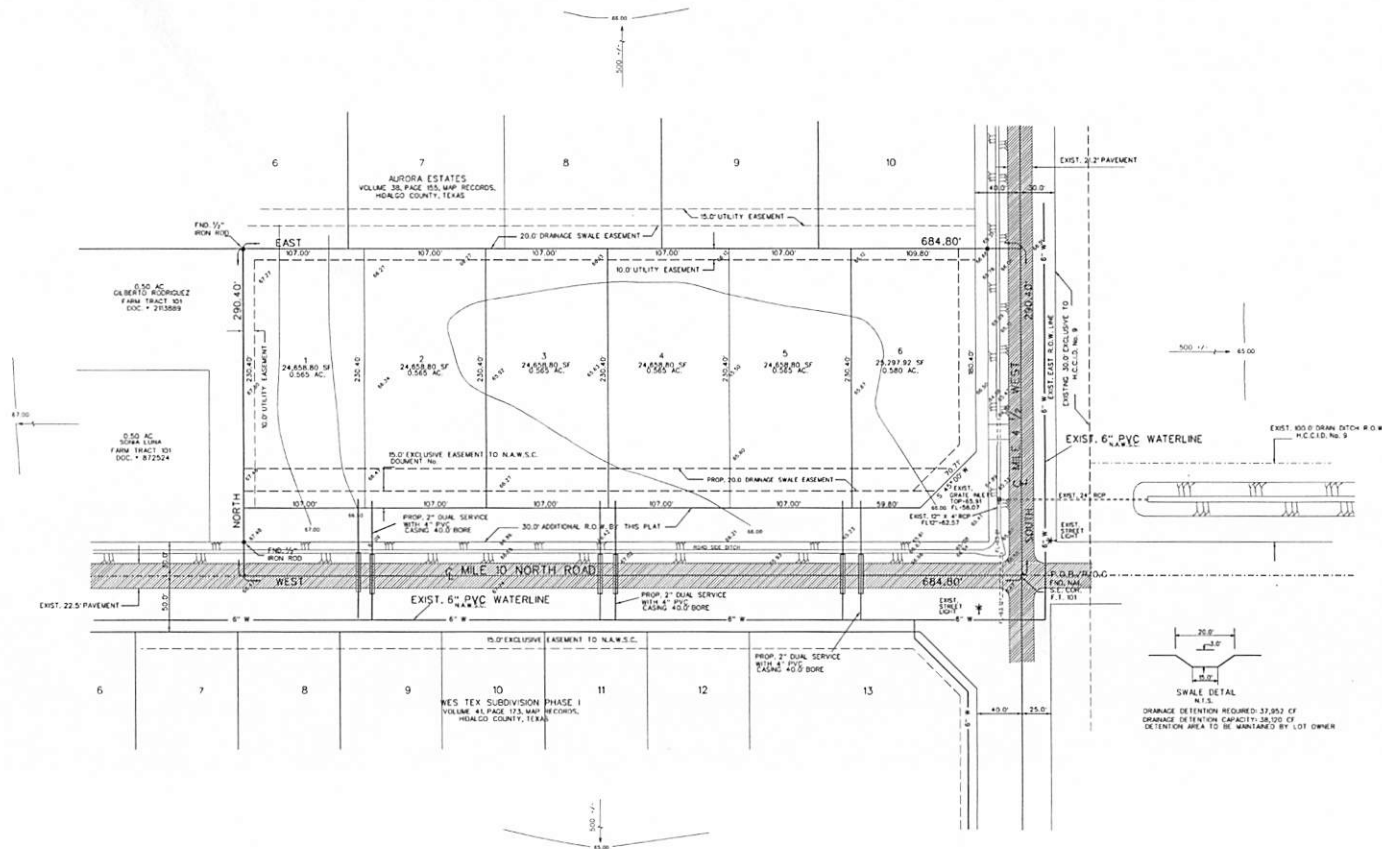
DATE OF PREPARATION: MARCH 8, 2011

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER

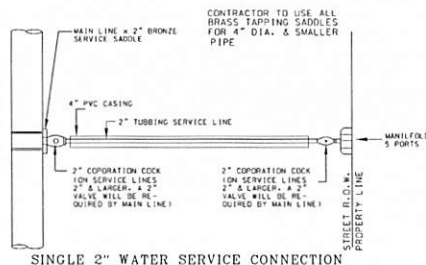
326 N. 5TH STREET
DALLAS, TEXAS 75201
PHONE: (214) 784-0210
FAX: (214) 784-0210
E-MAIL: NAINENGINEERING@YAHOO.COM



LOCATION MAP
SCALE: 1" = 1000'



- 7. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES PRIOR TO START OF CONSTRUCTION.
- 8. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE UNDERGROUND UTILITIES PRIOR TO BEGINNING THE WORK. THE DRAWINGS SUFFICIENTLY IN ADVANCE OF OPERATIONS TO PRECLUDE DAMAGE TO SAME.
- 9. IN THE EVENT OF DAMAGE TO EXISTING UTILITIES, THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR SAME AT HIS OWN EXPENSE. ANY UNEXPECTED ANY DAMAGES TO EXISTING UTILITIES WILL BE THE CONTRACTORS RESPONSIBILITY.
- 10. IN THE EVENT OF DAMAGE TO UNDERGROUND FACILITIES, WHETHER SUCH DAMAGE BE CAUSED BY THE CONTRACTOR OR OTHERWISE, THE CONTRACTOR SHALL BE RESPONSIBLE TO PLACE THE FACILITIES BACK IN SERVICE AT NO INCREASE IN THE PRICE OF THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIREMENTS OF THE COMPANY OR AGENCY SERVING THE FACILITY.
- 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL OTHER STRUCTURES IN THE AREA INCLUDING BUILDINGS, FENCES, ROADS, PIPELINES, UTILITIES, ETC. WHETHER PUBLIC OR PRIVATELY OWNED.
- 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE CONSTRUCTION AS PROVIDED FOR IN THE PLANS AND THESE SPECIFICATIONS. IT SHALL BE UNDER THE CHARGE AND CARE OF THE CONTRACTOR AND HE SHALL TAKE EVERY NECESSARY PRECAUTION TO PROTECT THE SAME FROM DAMAGE BY HIS PERSONNEL, EQUIPMENT, OR MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR, MAINTENANCE AND MAKE GOOD OF ANY DAMAGE TO THE CONSTRUCTION OR TO ANY OTHER PROPERTY OR PERSONS FROM HIS COMPLETION AND ACCEPTANCE.
- 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL, AND SHALL:
- 14. NO OPEN TRENCH OR EXCAVATION SHALL BE LEFT OPEN OVERNIGHT.
- 15. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT N.A.S.C. AND ALL LOCAL AGENCIES TO OBTAIN ALL NECESSARY PERMITS PRIOR TO BEGINNING



SINGLE 2" WATER SERVICE CONNECTION



NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER

PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

526 N. 5TH STREET
DONNA, TEXAS. 78537

UTILITY LAYOUT & TOPOGRAPHY

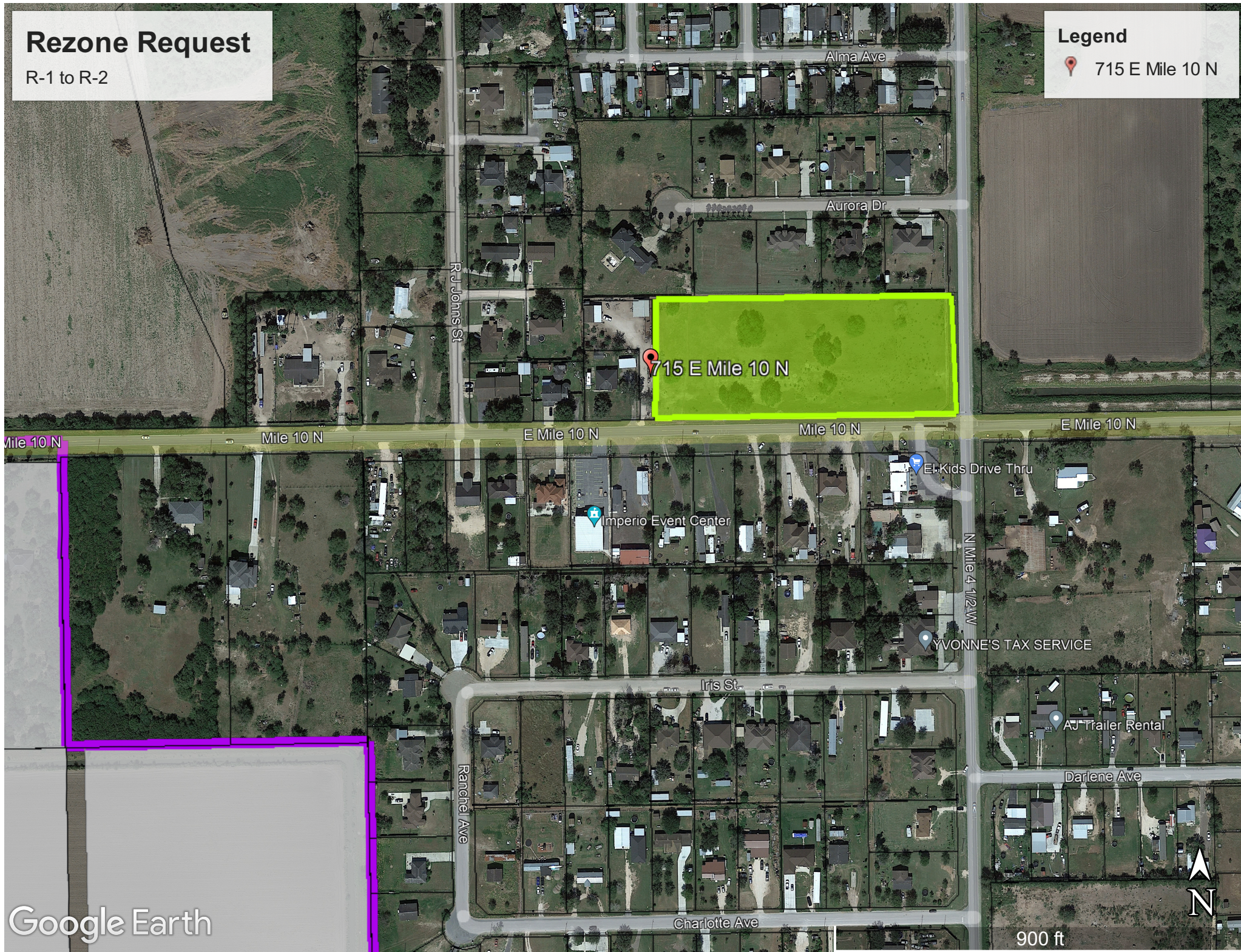
GILBERTO ESTATES

Rezone Request

R-1 to R-2

Legend

 715 E Mile 10 N



ORDINANCE NO. 2023-26

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 715 E MILE 10 NORTH. ALSO BEING 4.56 ACRE OUT OF THE OF FARM TRACT 101, WEST TRACT SUBDIVISION, WESLACO HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-family dwelling district to a R-2 Duplex and Apartment District located at 715 E Mile 10 North. Also being 4.56 acre out of the of Farm Tract 101, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 16th day of May 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day of June 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6592	
From: ARNOLDO BECHO			
Subject: Approval on renewal of the Memorandum of Understanding between the County of Hidalgo Community Service Agency and The Mayor Joe V. Sanchez Public Library to participate in the AmeriCorps Seniors Program and authorize the Mayor to execute any related documents. (Staffed by Library Department.)			
Background: The AmeriCorps Seniors program engages adults 55 years of age and older to provide assistance with the various literacy programming the library offers to the community. The joint partnership between the library and hopes to promote problem solving skills, increase academic achievement, and to motivate others to succeed. Through this program, the library gains community tutors and mentors at no cost. The library has participated in this program for greater than 5 years. There is no fiscal responsibility and the assistance is very beneficial to our staff and community.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time			
MariCarmen Garcia ARNOLDO BECHO Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: approve.			
Attachments, if any: WPL memo to apply for AmeriCorp Seniors, AmeriCorps Seniors			
Responsibilities upon Approval: Following approval, the library will execute the agreement and begin recruiting AmeriCorps staff.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

May 17, 2023

To: David Suarez, Mayor; Jose "JP" Rodriguez Mayor Pro-Tem; Greg Kerr, Commissioner; Israel Gonzalez, Jr., Commissioner; Josh Pedraza, Commissioner; Letty Lopez, Commissioner; Adrian Farias, Commissioner; Martin Garza, City Manager
CC: MariCarmen Garcia, Rosalinda Cavazos, , Sonia Flores,
Fr: Arnoldo Becho, Library Director
Re: Request for permission to sign and execute the agreement with AmeriCorps Senior Program.

Mayor Joe V. Sanchez Public Library offers an array of literacy programming during the summer months for the community. This summer we are offering Youth and Adult Summer programs. Our library would benefit from partnering with AmeriCorps Senior Program in providing additional support to our programs and making an impact in community involvement thorough mentoring and tutoring.

This agenda item requires no funding and adds no cost to the library budget. Library staff has strongly supported this program in the past. 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

County of Hidalgo
Community Service Agency



MEMORANDUM OF UNDERSTANDING

RSVP functions in a supportive role mobilizing volunteers ages 55 years and older to provide positive solutions to community challenges in Cameron, Hidalgo and Willacy Counties.

Together, RSVP and its sponsoring agency The County of Hidalgo Community Service Agency hereby execute this agreement with Mayor Joe V. Sanchez Public Library. Herein referred as (The Volunteer Station) on this day of May 2023. Outlined below are the specified provisions that the RSVP will operate:

RSVP WILL:

1. Recruit, interview, and enroll RSVP Volunteers and refer volunteers to the volunteer station for assignments and review acceptability of volunteer assignments.
2. Provide orientation to volunteer station staff prior to placement of volunteers, and at other times, as the need arises.
3. Furnish accident, personal liability, and excess automobile liability insurance coverage as required by program policy.
4. Monitor volunteer activities at volunteer station periodically to assess and/or discuss needs of volunteers and volunteer station.
5. Will coordinate a review for a self-evaluation process of compliance with ADA accessibility.

THE VOLUNTEER STATION WILL:

1. Please check appropriate box: ☒ Non-Profit Organization
_____Public Organization _____Proprietary Health
2. Implement orientation, in-service instruction, or special training to volunteers.
3. Furnish volunteers with any materials required for assignments.
4. Provide for adequate safety of volunteers.
5. Will reasonably accommodate for ADA accessibility.
6. Collect and validate appropriate volunteer reports for submission to RSVP due by the 5th of each month according to the RSVP Policy.
7. Investigate and report accidents and injuries involving volunteers to RSVP.
8. Discuss assignments with individual volunteers referred by RSVP and provide written assignments to volunteers, with a copy to RSVP.
9. Provide supervision of volunteers on assignments.
10. Call the RSVP Office if volunteer is no longer interested in performing services.
11. Encourage and participate in annual Recognition Banquet and have recognition activities for volunteers regularly.
12. Provide RSVP with the Volunteer Station's mission statement.
13. Provide Accessibility and Reasonable Accommodation: The Volunteer Station will maintain the program and activities to which RSVP volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
14. Not discriminate against RSVP volunteers or in the operation of its program on the basis of race; color; national origin, including limited English proficiency; sex; age; political affiliation; religion; or on the basis of disability, if the volunteer is a qualified individual with a disability.
15. Terminate an RSVP Volunteer for cause, including, but not limited to extensive or unauthorized absences, misconduct, and inability to perform assignments or accept supervision, in accordance with the sponsor's policies in writing to RSVP.

This Memorandum of Understanding may be amended, in writing, by concurrence of both parties and is renewable every three years thereof.

Volunteer{s} to be supervised by: _____

or _____

Signed: _____ Signed: _____

RSVP Project Director

Title: _____

Date: _____ Date _____

Telephone: 956-292-7000 Ext.3920 Telephone: _____

Fax: 956-380-4324 Fax: _____

Sponsor Approval: _____

CHCSA Executive Director



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6597	
From:			
Subject: Approval of renewal agreements with Muniservices for the local hotel occupancy tax program and sales tax audit and administration services and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)			
Background: The contracts are for one year, with automatic renewal for two more years if neither party has cancelled with 30 days written notice. We've been working with them since 2013.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommend renewal.			
Attachments, if any: 060223 MuniServices AGENDA MEMO, City of Weslaco - AMD 3 SUTA STARS - 09102023, City of Weslaco - HOT Audit_Admin AMD 3 - 08212023			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: June 1, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Muniservices Renewal

The City has contracted Muniservices to audit their Hotel Motel and Sales Tax reporting agencies since 2013. The City has had no issues with their services.

The City is recommending a renewal for an additional year that will run through fiscal year 2024.

Consultant Services Agreement

Amendment No. 3

This third amendment (“Amendment No. 3”) is made by and between MuniServices, LLC, a Delaware limited liability company (“CONSULTANT”) and The City of Weslaco, a municipal corporation of the State of Texas (“CITY”), collectively the Parties.

RECITALS

WHEREAS, CITY and CONSULTANT executed the Consultant Services Agreement (“Agreement”) for Sales Tax Compliance Review Services and the Sales/Use Tax Analysis & Reporting Service Package (STARS), effective September 10, 2018 for a period of one (1) year with automatic renewals for two (2) subsequent one-year terms; and

WHEREAS, effective April 23, 2021, the Parties executed Amendment No. 1 to extend the Term of the Agreement for a one (1) period through September 9, 2022; and

WHEREAS, effective September 10, 2022, the Parties executed Amendment No. 2 to extend the Term of the Agreement for a one (1) period through September 9, 2023; and

WHEREAS, the Parties seek to amend the Agreement with this Amendment No. 3 to extend the Term for an additional one (1) year period through September 9, 2024 and amend the Compensation.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained here, the Parties agree as follows:

AGREEMENT

1. This Amendment No. 3 is effective on September 10, 2023 (“Amendment Effective Date”).

2. Section C.1 (Term of the Agreement) is amended with the following:

The Term of this Agreement is hereby extended for an additional one (1) year period, effective September 10, 2023 through September 9, 2024.

3. Exhibit B (Compensation), Sales/Use Tax Analysis & Reporting Service Package (STARS), Base Package Annual Fee, is amended with the following:

For the STARS Reports, CITY shall pay CONSULTANT an annual fee of seven thousand six hundred fifteen dollars (\$7,615.00) per year (“Annual Fee”). CITY shall pay the Annual Fee in four equal quarterly payments of one thousand nine hundred three dollars and seventy-five cents (\$1,903.75).

4. All other terms and conditions of the Agreement, except as modified by this Amendment No. 3, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of CONSULTANT and CITY have executed this Amendment No. 3.

MuniServices, LLC

City of Weslaco

By: _____

By: _____

Name: Carl Kumpf

Name: _____

Its: Chief Financial Officer

Its: _____

Date: _____

Date: _____

Consultant Services Agreement

Amendment No. 3

This third amendment (“Amendment No. 3”) is made by and between **MuniServices, LLC**, a Delaware limited liability company (“CONSULTANT”) and **The City of Weslaco**, a municipal corporation of the State of Texas (“CITY”).

RECITALS

WHEREAS CONSULTANT and CITY executed the Consultant Services Agreement (“Agreement”) for Local Occupancy Tax Program Audit and Administration Services, effective August 21, 2018; and

WHEREAS the initial term of the Agreement was for a one (1) year period with automatic renewals for two (2) subsequent one-year terms; and

WHEREAS effective April 23, 2021, the Parties executed Amendment No. 1 to extend the Term for a one-year period through August 20, 2022; and

WHEREAS effective August 21, 2022, the Parties executed Amendment No. 2 to extend the Term for a one-year period through August 20, 2023; and

WHEREAS the Parties seek to extend the Term for an additional one-year period through August 20, 2024.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, CONSULTANT and CITY (each individually a “Party” and collectively, the “Parties”) agree as follows:

1. This Amendment No. 3 is effective on August 21, 2023 (“Amendment Effective Date”).
2. Section C.1 (Term of the Agreement) is amended with the following:

The Parties agree to extend the Term of the Agreement for an additional one-year period effective August 21, 2023 through August 20, 2024.

3. All other terms and conditions of the Agreement, except as modified by this Amendment No. 3, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of CONSULTANT and CITY have executed this Amendment No. 3.

MuniServices, LLC

City of Weslaco

By: _____

By: _____

Name: Carl Kumpf

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6572	
From:			
Subject: Approval to solicit proposals for the capital financing of (2) 2024 Peterbilt garbage trucks in the amount of \$645,754.02 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)			
Background: The City has budgeted the purchase of the two additional garbage trucks using a financing lease option.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos David Arce Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6605	
From: ROSA HUERTA			
Subject: Approval to use the Court Technology Fund to purchase five computers with all the accessories needed for each one in the amount not to exceed \$7,552.70 and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.)			
Background: The court purchases new computers with all the necessary accessories every 4 to 5 years. It is that time of year to update our tools to be able to maximize our capability to do our work.			
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):			
ROSA HUERTA ROSA HUERTA Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: City Hall Memo1, Southern Computer Warehouse Quote			
Responsibilities upon Approval: Our responsibility would be to proceed with the purchase of our computers to have the latest equipment to do our work.			

City of Weslaco

“
The City on the Grow”



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

Martin Garza, City Manager

INTERDEPARTMENTAL MEMO WESLACO MUNICIPAL COURT

DATE: May 24, 2023

TO: The Mayor, City Commission, City Manager

FROM: Rosa Badillo, Court Administrator

SUBJECT: The use of Court Technology Fund

Every so often the court purchases new computers to be able to maximize our ability to do our work. It is that time of year to obtain better computers. I am trying to buy five computers with all the accessories for each one.

Should you have any questions or comments, please do not hesitate to contact me.



Southern Computer Warehouse
1395 S. Marietta Parkway
Building 300
Marietta, Georgia 30067
United States
<http://www.scw.com>
(P) 877-GOTOSCW
(F) 770.579.8937

Quote (Open)

Date

May 23, 2023 12:47 PM EDT

Modified Date

May 23, 2023 01:32 PM EDT

Quote #

1780883 - rev 1 of 1

Description

RFQ COURT - Dell OptiPlex 5000 SFF

SalesRep

Reardon, Josh
(P) 770-579-8927 ext. 291

Customer Contact

Estrada, Raul
(P) 956-968-3181
restrada@weslacotx.gov

Customer

City of Weslaco TX (CO7397)
Estrada, Raul
255 S Kansas
Weslaco, TX 78596
United States
(P) 956-968-6253

Bill To

City of Weslaco TX
Payable, Accounts
255 S Kansas
Weslaco, TX 78596
United States
(P) 956-968-6253

Ship To

City of Weslaco TX
REF, PO
255 S Kansas

Weslaco, TX 78596
United States

Customer PO:**Terms:**

Undefined

Ship Via:

GROUND

Special Instructions:**Carrier Account #:**

#	Image Description	Part #	List Price	% off List	Qty	Unit Price	Total
1	 Dell - Dell OptiPlex 5000 SFF - Core i5 12500 / 3 GHz - vPro Essentials - RAM 16 GB - SSD 512 GB - NVMe, Class 35 - DVD-Writer - UHD Graphics 770 - GigE - Win 10 Pro (includes Win 11 Pro License) - monitor: none - BTS - with 3 Years Hardware Service with Onsite/In-Home Service Aft	FCY78	\$1,644.28	36.79%	5	\$1,039.41	\$5,197.05
					(Avail. 359)		
Contract TIPS - 200105 - Tech Products, Software, Services - Technology Solutions Products, Software & Services							
2	 Dell - Dell E2723H LED monitor - 27" - 1920 x 1080 Full HD (1080p) @ 60 Hz - VA - 300 cd/m² - 3000:1 - 5 ms - VGA, DisplayPort - BTO - with 3 years Advanced Exchange Service	DELL-E2723H	\$279.99	27.47%	6	\$203.08	\$1,218.48
					(Avail. 363)		
Contract TIPS - 200105 - Tech Products, Software, Services - Technology Solutions Products, Software & Services							
Note: Tilt, Vesa							
3	 Logitech - Logitech C920e Webcam - color - 720p, 1080p - audio - USB 2.0 - TAA Compliant	960-001384	\$69.99	24.97%	4	\$52.51	\$210.04
					(Avail. 3813)		
Contract TIPS - 200105 - Tech Products, Software, Services - Technology Solutions Products, Software & Services							
4	 StarTech.com - StarTech.com Desk Mount Monitor Arm, Heavy Duty Ergonomic VESA Monitor Arm, Single Display up to 9kg, Full Motion, Height Adjustable, Articulating, Aluminum, C-Clamp/Grommet, Silver Small Footprint Design - Mounting kit - adjustable arm - for LCD display - heavy duty aluminum - silver - screen size: 12"-34" - desk-mountable - for P/N: ACCSMNT, MONPROTECT	ARMPIVOTHD	\$169.99	34.35%	4	\$111.59	\$446.36
					(Avail. 1664)		
Contract TIPS - 200105 - Tech Products, Software, Services - Technology Solutions Products, Software & Services							
5	 StarTech.com - StarTech.com Desk Mount Dual Monitor Arm, up to 30" VESA Mount Displays, Height Adjustable Monitor Mount, Horizontal or Vertical Setup, Premium Easy & Quick Assembly (ARMDUAL30) - Mounting kit (desk mount, grommet clamp) - full-motion - for LCD display - plastic, aluminum, steel - black, silver - screen size: 30" - for P/N: ACCSMNT, DK30A2DH, DK30C2DAGPD, DK30C2HAGPD, PXT101YUK, TB3DK2DPM2, TB3DK	ARMDUAL30	\$324.99	29.16%	1	\$230.22	\$230.22
					(Avail. 32)		
Contract TIPS - 200105 - Tech Products, Software, Services - Technology Solutions Products, Software & Services							
6	 Dell - Dell Pro KM5221W Keyboard and mouse set - wireless - 2.4 GHz - QWERTY - US - black - for Chromebook 3110,	KM5221WBKB	\$59.99	16.47%	5	\$50.11	\$250.55
					(Avail. 1664)		

Contract

TIPS - 200105 - Tech Products, Software, Services - Technology Solutions Products, Software & Services

Pricing and availability are subject to change

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last. All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.

Subtotal:	\$7,552.70
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Total:	\$7,552.70
<i>(List Price:</i>	<i>\$11,486.20)</i>



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6609	
From: ROBERT LOPEZ			
Subject: Approval to submit the annual application for participation in the Law Enforcement Support Office (LESO) Program with no required fees, no match or recurring fees to allow Weslaco Police Department to receive transfers of excess Department of Defense property as needed for law enforcement use and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: DLA's Law Enforcement Support Office transfers excess Department of Defense property to federal, state, and local law enforcement agencies within the United States and its Territories.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: doc11268220230515131051			
Responsibilities upon Approval:			



DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

CLEAR FORM

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

(This form is for State/Local Law Enforcement Agencies (LEA) only)

*Indicates Required Fields

SECTION 1:

*Agency Name: Weslaco Police Department Originating Agency Identifier (ORI) #: (if applicable) TX1081400
*Agency Physical Address: 901 N. Airport Dr, Weslaco, Texas *City: Weslaco
*State: TX *Zip Code: 78599 *NCIC P.O. Box or Address (if different than above i.e., terminal location)
*Phone #: 956-968-8591 *Email: weslacotx.gov Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable.

*Full-time: 85 *Part-time:

RTD Screener - RTD Screeners MUST be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener. Enter "XXXXX" or "N/A" into all screener fields not used.

#1 Assistant Chief Robert Lopez
*Official Title / Rank *First Name *Last Name

rlopez@weslacotx.gov 956-968-8591 Lopez, Robert
*Email *Phone Number POC (Aircraft/Small Arms/Vehicle)

#2 Captain Armando Espinoza
*Official Title / Rank *First Name *Last Name

aespinoza@weslacotx.gov 956-968-8591 Lopez, Robert
*Email *Phone Number POC (Aircraft/Small Arms/Vehicle)

#3 Sergeant Brooks Ditto
*Official Title / Rank *First Name *Last Name

bditto@weslacotx.gov 956-968-8591 Lopez, Robert
*Email *Phone Number POC (Aircraft/Small Arms/Vehicle)

#4 N/A N/A N/A
*Official Title / Rank *First Name *Last Name

N/A N/A
*Email *Phone Number POC (Aircraft/Small Arms/Vehicle)

#5 N/A N/A N/A
*Official Title / Rank *First Name *Last Name

N/A N/A
*Email *Phone Number POC (Aircraft/Small Arms/Vehicle)

#6 N/A N/A N/A
*Official Title / Rank *First Name *Last Name

N/A N/A
*Email *Phone Number POC (Aircraft/Small Arms/Vehicle)

#7 N/A N/A N/A
*Official Title / Rank *First Name *Last Name

N/A N/A
*Email *Phone Number POC (Aircraft/Small Arms/Vehicle)

SECTION 2:**RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY**

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

- I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: a) Chief Law Enforcement Official (CLEO) changes, b) Agency physical address changes, c) RTD Screener additions/deletions, d) that my agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and e) that my agency has a signed copy of the SPO and any SPO Addendum(s) on file.

☒ I am signing this document as the CLEO of this law enforcement agency.

*(Check only one): ☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation that provides such signature authority to the individual holding that official position).

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

Chief of Police

*TITLE

Joel

*PRINTED FIRST NAME:

Rivera

*PRINTED LAST NAME:

joel.rivera@weslacotx.gov

*EMAIL

*SIGNATURE

*DATE

SECTION 3:**RESERVED FOR STATE COORDINATORS OFFICE USE ONLY**

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2, b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and d) that the LEA has a signed copy of the SPO and any SPO Addendum(s) on file.

Michelle Farris

*PRINTED NAME FIRST & LAST

*SIGNATURE

*DATE

SECTION 4:**RESERVED FOR LESO USE ONLY**

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

LESO Notes:

*Screener letter is valid one year from this date. Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.

*SIGNATURE

State Plan of Operation (SPO) between:

The State of Texas and the

(State/United States Territory)

Weslaco Police Department

Law Enforcement Agency (LEA)

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines “law enforcement activities” as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) GENERAL TERMS AND CONDITIONS “DoD excess personal property” also known as “items”, “equipment”, “program property”, or “property”. “DLA Disposition Services Law Enforcement Support Office” also known as “1033 Program”, “LESO Program”, “the program”, or “LESO”. “State or U.S. Territory” also known as “the State”, “State Coordinator (SC)”, “State Point of Contact (SPOC)”, or “SC/SPOC”. “Law Enforcement Activities” also known as “agencies in law enforcement activities”, “Law Enforcement Agency (LEA)”, “program participant”, or “State/LEA”.

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).

ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the LEA. The LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the LEA to unauthorized participants.

c) The LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3"). Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the LEA. When a LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the LEA and will remain on LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the LEA without issuance of further documentation. During this one year period, the LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee), the Civilian Governing Body Official (CGB) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Michelle Farris

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

ii) SC/SPOC Facility Information:

Physical Mailing Address: 5805 N. Lamar Blvd Bldg G Austin, Texas 78752

Email: TxLESOProgram@dps.texas.gov

Phone Number: (512) 424-7590

Website: <https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program>

Hours of Operation: 7:00AM – 5:00PM (CST)

iii) Funding to administer the LESO Program at the State-level is provided via:

The Governor of the State of Texas has appointed the Texas Department of Public Safety to conduct

management and oversight of this program. All funding and staffing will be provided by the Texas Department of Public Safety.

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

- a) Conduct quarterly reconciliations of State property records.
- b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be “active” or “inactive” in the system, so long as they are registered. Ensure registered users are employees of the LEA.
- c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

The LEA shall access the Texas LESO website at <https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program>, for timely and accurate guidance, information, forms and links concerning the program.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time compensated law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

- a) Validate the authenticity of LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.
- b) Have sole discretion to disapprove LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

- c) Ensure that screeners listed in the application package are compensated employees of the LEA and are TCOLE certified peace officers. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.
- d) Make recommendation on what constitutes a “full-time” or “part-time” law enforcement officer.
- e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.
- f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

The LEA shall:

- a) Submit an updated application packet annually to the Texas SC/SPOC office no later than June 30. Any time there is a change in personnel, CLEO, contact information etc, the LEA shall submit an updated application packet within 30 days of the change.
- b) Once approved for participation in the program, at least one of the LEA’s authorized screeners must attend a mandatory training class within (6) months and prior to approval of property requests. The class will be conducted free of charge to the LEA and will be held at a location determined by the Texas SC/SPOC office. Screeners who may have been previously employed by and screeners for other LEA’s, may still be required to attend training as the training qualifies the LEA, not the individual.
- c) Upon completion of the mandatory training, at least one of the LEA’s authorized screeners (preferably the one who completed the training), must create an account in the current property accounting system and maintain said account for the duration of the LEAs participation in the program, regardless if the LEA ever receives property from the program.
- d) Failure to complete all parts of the enrollment process listed above within (6) months of approval for participation, will result in the LEA being deactivated from the program. Once deactivated, an LEA may not apply for reactivation until the end of the following annual inventory cycle.
- e) LEA transfer of responsibility of program property assigned to the LEA. A change in CLEO, due to any reason, will not relinquish responsibility from the LEA for properly maintaining accountability of any and all assigned program property. If the new CLEO does not wish for his/her agency to continue participation in the program, the CLEO will notify the Texas SC/SPOC office in writing that they wish to return all assigned property to their assigned Disposition Site and/or transfer it to another participating LEA and exit the program. The new CLEO remains responsible for any and all assigned property until it is officially transferred or returned and the LEA’s inventory is completely cleared.

9) PROPERTY ALLOCATION

a) The LESO shall:

- i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.
- ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest

extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

- (1) Robots: one (of each type) for every ten officers (full-time/part-time).
 - (2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).
 - (3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.
 - (4) Small arms: one (of each type) per officer (full-time/part-time).
- (a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

- (b) In instances where small arm allocation amounts exceed the “acceptable over-allocation” levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:
- 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

- i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.
- ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

c) The LEA shall:

- i) Ensure that the individual who will be screening for property and submitting requests on behalf of the LEA, has completed the mandatory training and has a full understanding of the allocation limits, justification requirements and forms utilized for all requests.
- ii) Ensure that at least one person maintains access to and understands the use of the property accounting system as long as the LEA is an active participant in the LESO program.
- iii) Ensure that the individual responsible for managing the property accounting system, notifies the Texas SC/SPOC office of any property that is damaged upon receipt or is missing quantities that were requested, so that an immediate adjustment may be made prior to receipt being made in the property accounting system.

11) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the LEA. The LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

- i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLA I 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the

program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

- ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.
- iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.
- iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.
- v) Intend to review as much property as possible during a PCR.
 - (1) The goal is to review 20% of a State's overall small arms inventory.
 - (2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).
- vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).
- vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.
 - (1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.
 - (2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.
 - (3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.
- viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

- i) Assist the LESO as required, prior to, during and upon completion of the PCR.
- ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.
- iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.
- iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.
- v) Coordinate the use of any ECR with the LESO prior to the PCR.
- vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may suspend or terminate a LEA participation in the program at any time for non-compliance.

c) The LEA shall:

i) Agree to comply with all requests and requirements pertaining to both a LESO PCR and an internal State PCR, including, but not limited to the following:

1) Ensuring all program property and files that are requested to be seen by either the LESO or SC/SPOC, are available on the date/time selected.

2) Ensuring all program property is laid out in an orderly fashion and easily accessible by the LESO or SC/SPOC.

3) Coordinate the use of any ECR with the LESO or SC/SPOC, prior to the PCR.

4) Notify the SC/SPOC, prior to the PCR, of any LSD property, so that adjustments may be made.

5) Notify the SC/SPOC, prior to the PCR, of any property that will need to be seen at multiple locations, so that accommodations may be made ahead of the PCR date/time.

13) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL “A” and “Q6” property records will not be closed during the annual physical inventory period.

In the State of Texas, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31st. The State shall:

- a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.
- b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.
- c) Validate the annual physical inventory certifications submitted by LEAs.
- d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.
- e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .
- f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

The LEA shall:

- a) Ensure a physical, hands-on inventory of all assigned LESO property is conducted annually prior to certifying it in the electronic property accounting system.
- b) Annually certify property is utilized and is within allocation limits IAW the SPO between the State of Texas and the participating LEA.
- c) Not certify any property that is found to be LSD and will notify the SC/SPOC office immediately.
- d) Complete the electronic certification of all assigned inventory on or before August 31st of every year.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of “A” and “Q6” shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of this SPO in order to maintain active program participation status. If a LEA fails to comply with any term or condition of the SPO, DLA Instruction or Manual, federal statute or regulation, the LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will

be in writing and will identify remedial measures required for reinstatement (if applicable). Suspension-A specified period in which an entire LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. Termination-The removal of a LEA from program participation. The terminated LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the LEA involved. Restricted Status-A specified period in which a LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a LEA from all controlled property.

- a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.
- b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.
- c) In the event of a termination, the LEA will make every attempt to transfer the property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

- i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.
- ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.
- iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.
- iv) Provide documentation to LESO when actionable items are rectified for the LEA.
- v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.
- vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.
- vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC, CLEO and CGB hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of Texas:

Full Name (Print): Michelle Farris

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Chief Law Enforcement Official (CLEO) (or designee):

Title (Print): Chief of Police

Full Name (Print): Joel Rivera

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Civilian Governing Body Official (CGB) (or designee):

Title (Print): City Manager

Full Name (Print): Martin Garza

Signature (Sign): _____ Date (MM/DD/YYYY): _____



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6611	
From:			
Subject: Approval to ratify dedication of an Easement and Right-of-Way to AEP Texas Inc. for electric distribution lines for the Weslaco Mid Valley Airport Hanger Expansion Project and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)			
Background: AEP requested an easement at the Airport for the installation of electrical lines for the Corporate Hangar Expansion Project. These services will extend from Joe Stephens inwards towards the taxiway, then north to the new Payne Hangar. The new lines will service the new Payne hangar and areas for new expansion. The Payne Group will cover the costs associated with the installation. AEP has agreed to comply with all FAA requirements.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Weslaco airport easement_recorded			
Responsibilities upon Approval: Execute agreement.			

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

Document No: 3451308

Billable Pages: 4

Recorded On: May 30, 2023 08:16 AM

Number of Pages: 5

EASEMENT

*****Examined and Charged as Follows*****

Total Recording: \$ 48.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 3451308
Receipt No: 20230526000346
Recorded On: May 30, 2023 08:16 AM
Deputy Clerk: Imelda Leal
Station: CH-1-CC-K27

Record and Return To:

Corporation Service Company
919 North 1000 West
Logan UT 84321



STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

CP 460 (OH/UG) Rev. (01/23)
 Town: Weslaco
 Submitted by: MC

TX221576
 WR#83117713

EASEMENT AND RIGHT OF WAY

CITY OF WESLACO (WESLACO AIRPORT), ("Grantor"), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS INC.**, a Delaware Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon a portion of the following described land located in Hidalgo County, Texas, to wit:

Lot(s) 9 and 10, Block 3, MID-VALLEY INDUSTRIAL PARK, as per the map or plat recorded in Volume 21, Page 37, Map Records of Hidalgo County, Texas; said tract of land designated to the City of Weslaco.

More specifically, the strip of land covered by this Easement and Right of Way shall be 15 feet in width, as described by GPS waypoints as depicted on Exhibit "A", attached hereto, made a part hereof and incorporated herein for all applicable purposes. Notwithstanding the foregoing, the actual as-built location of the electric line shall locate, define and establish the easement. (the "Easement Area")

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.

1. Prior to entering up Grantor's lands for the purpose of maintaining, repairing, cleaning out, widening, deepening, or extending Grantee's electric lines or appurtenances, Grantee shall obtain the prior approval of the Office of the Manager of the airport, which approval shall not be unreasonably withheld. Grantee shall have the right from time to time to clear the Easement Area of all trees, undergrowth, and other obstructions that in its judgment may injure, endanger, or interfere with Grantee's exercise of the rights, privileges, and easement herein granted.
2. Grantee shall not permit any maintenance or construction equipment that encroaches into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas without Grantors prior approval. Such prior approval, however, shall not be necessary when an emergency condition exists and immediate action by the Grantee is necessary to protect the public safety. In the event of an emergency, Grantee shall coordinate ingress and egress with the airport management.
3. Grantee shall not construct or permit to stand above ground level in the Easement Area any building, structure poles, or other objects, manmade or natural, to a height that exceeds Federal Aviation Regulation (FAR) Part 77 surfaces, based upon current runways or future runways that may be constructed.
4. Grantor shall file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1) prior to constructing any maintenance or improvement within the Easement Area.

5. At such time in the future as deemed necessary by Grantor, Grantor may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, etc.) upon the Easement Area so long as notice is given to Grantee at least ninety days prior to the start of construction. Should such development become necessary, Grantee agrees to pay all costs associated with the protection or relocation of its facilities to accommodate the airport improvements. Grantee agrees to pay for any increased cost of maintaining and operating its utility lines resulting from the relocation of its lines and shall perform all necessary maintenance at its own expense in accordance with specifications approved by the Grantor and Grantee.

6. Grantee agrees to maintain at its own expense its electric lines, appurtenances, and equipment within the Easement Area. Should a change in airport operations or standards require the upgrade or additional protection of the electrical facilities and equipment, Grantee shall pay the cost.

7. Grantee agrees to save and keep Grantor and the State of Texas harmless from and indemnify it against any penalty, damage or charges imposed for any violation of any laws or ordinances, and at all times to protect, indemnify and save Grantor and the State of Texas harmless of and from any loss, cost, damage or expense, including attorney's fees, arising out of or from any accident or any other occurrence on or about the premises above described, causing injury to any person or property, arising by reason of construction, operation and maintenance, and use of this easement. Grantor reserves the right of full use of said premises subject to rights granted.

8. This easement shall bind all other parties, both public and private, that presently, or at a future date, occupy or utilize the easement area conveyed hereby for the utility lines.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 25th day of May, 2023.

[Rest of this page intentionally left blank-Signature page follows]

TX221576
WR#83117713

City of Weslaco

By: David Suarez
David Suarez - Mayor

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this 25th day of May, 2023, by
David Suarez - Mayor for the City of Weslaco.

Juanita M. Vallejo
NOTARY PUBLIC, State of Texas

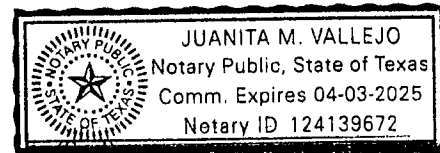
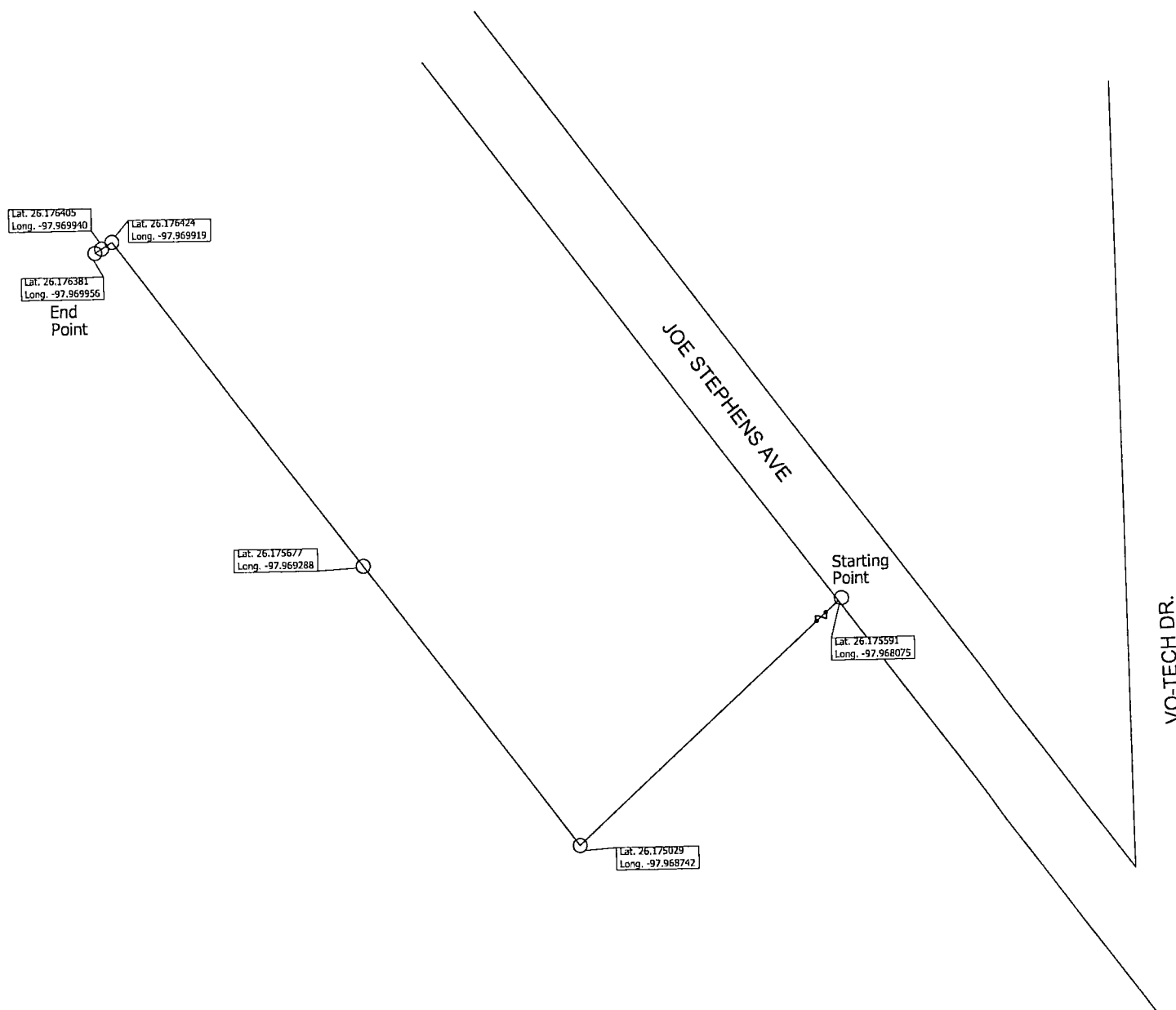


Exhibit "A"

TX # 221576

WR: 83117713

Depiction of a 15' Centerline wide AEP Easement



Town: Weslaco
County: Hidalgo

Coordinate System
Map Datum: NAD 1983
N.T.S.

0.10 mile Northwest of Vo - Tech Drive intersection



Page 1



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6601	
From: JOSE PEDRAZA			
Subject: Discussion and consideration to host Weslaco's Wagging Pageant: Pet Fundraiser, and accept monetary donations through Crowdfunding which will be strictly allocated to Weslaco Animal Care Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Jasmine Rico Joens, Public Relations Officer, and Maggie Perez, Grant Writer.)			
Background: Funds are collected via votes. The pet that raises the most money wins the title of Weslaco's Wagging King or Queen. Other opportunities of winning include: Most likes Best Walk Most Talented			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Maggie Perez Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: CrowdfundingOpinion			
Responsibilities upon Approval:			



LAW OFFICE OF
JUAN E. GONZALEZ

3110 E. Bus. 83, Weslaco, Texas 78596
TEL: (956) 447-5585
Fax: (956) 447-8637
email: juanegonzalez@jeglaw.net

May 24, 2023

Martin Garza
City Manager
City of Weslaco
Weslaco, Texas 78596

Re: Texas Crowdfunding

Dear Mr. Garza:

This opinion is being prepared pursuant to an email from the Finance Department requesting guidance on the ability of municipalities to be involved in crowdfunding.

In the aftermath of the 2008 financial crisis the federal government signed the JOBS (Jumpstart our Business Startups) Act into law on April 5, 2012. This law eased federal securities regulation on small businesses to allow them to access capital through innovative approaches such as crowdfunding, the use of the internet to tap large number of small contributors. In 2014 the Texas State Securities Board (TSSB) implemented the equivalent state law and adopted state equity crowdfunding rules and requirements. In 2015, Section 44 was added to the Texas Securities Act which provided a mechanism for certain nonprofit and governmental entities referred to as small business development entities (SBDE) to act as crowdfunding entities within their geographic service area.

These SBDEs are limited to:

- 1) Type A corporation authorized under Texas Local Government Code, Chapter 504 (Economic Development Corporations-Type A)
- 2) Type B corporation authorized under Texas Local Government Code, Chapter 505 (Economic Development Corporation-Type B)
- 3) Texas nonprofit organization authorized by an agency or authority of the federal government to distribute housing and community development block grants (Housing Authorities)
- 4) Texas Municipal Corporations (Cities)

Due to the intrastate character of Section 44 an SBDE applying for registration must be incorporated or organized under the laws of Texas and authorized to do business in Texas.

Therefore, as of 2015 cities such as Weslaco are statutorily authorized to register for a crowdfunding platform in Texas.

There is a simplified process for SBDEs seeking registration and it is designed so that applicants will be subject of fewer regulatory requirements than general securities dealers. However, the statute has limits SBDEs such as the City of Weslaco are prohibited from engaging in certain activities, including:

- 1) offering investment advice or recommendations
- 2) compensating employees, agents, or other persons not registered with the Securities Commission
- 3) holding, managing, possessing, or otherwise handling investor funds or securities
- 4) being affiliated with or under common control with an issuer whose securities appear on the internet website; or
- 5) receiving a financial interest in an issuer as compensation for services provided to or on behalf of an issuer

In summary, the City can be involved in crowdfunding but must first register with the State and is limited in what it can do on its platform. If you have other questions or need additional information, feel free to contact me at the address listed above.

Sincerely,

/s/ Juan E. Gonzalez

Juan E. Gonzalez



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6603	
From:			
Subject: Discussion and consideration to extend existing contract or authorize staff to solicit proposals for Depository Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The City's current contract for Depository Services expires on September 30, 2020. In order to have sufficient time to develop criteria, advertise, and evaluate all responses, we are requesting authorization to initiate the process. Our current agreement with BBVA Compass allows us to extend the agreement an additional two years, and that also remains an option. However, we would like the flexibility to evaluate all proposals and move forward with the best option.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation: Staff Recommends approval.			
Attachments, if any: 060223 DEPOSITORY CONTRACT AGENDA MEMO, 2020-10_ BBVA re depository services and collateral security agreement Oct 2020 - Oct 2023			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: June 1, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Depository Contract

The City awarded their depository contract in 2020, to BBVA compass bank, which is now PNC Bank. The depository contract is from October 1, 2020, through September 30, 2023 with an option to renew the contract for a two year extension.

If the City does not exercise the option, the city will hire a consultant to help with the RFP and evaluation of the responses.

City Staff is recommending to exercise the two year extension option with PNC Bank.

**PUBLIC FUNDS DEPOSITORY SERVICES AND
COLLATERAL SECURITY AGREEMENT**

This Public Funds Depository Services and Collateral Security Agreement (together with any addenda and exhibits hereto, this "Agreement") is entered into as of October 1, 2020 (the "Effective Date") by and between **City of Weslaco** ("Depositor"), and **BBVA USA**, an Alabama banking corporation ("Bank").

Recitals

A. Depositor is a governmental entity or public corporation with the power under applicable laws to deposit its funds in depository institutions.

B. Funds on deposit with Bank to the credit of Depositor are required to be secured as and to the extent provided for by applicable state or federal law (as more particularly described in Section 1 below and **Addendum I** hereto, the "Public Funds Law").

C. The parties desire to enter into this Agreement in order to (i) evidence Depositor's security interest in collateral assets pledged by Bank from time to time to secure its Depositor's deposits and (ii) memorialize their agreement with respect to services and other arrangements affecting Depositor's accounts.

Now, therefore, in consideration of the foregoing Recitals and the mutual covenants and other agreements contained in this Agreement, the parties agree as follows:

1. Designation of Bank as Depository. Depositor represents and warrants that the statements in Recitals A and B above are true and correct and that its public funds on deposit with Bank are required to be secured pursuant to the Public Funds Law identified on **Addendum I** to this Agreement, and that Depositor has taken any and all requisite action, including but not limited to any and all action required by the Public Funds Law, to designate Bank as a qualified depository of Depositor's public funds.

2. Services Provided to Depositor. Bank agrees to provide those services listed in **Addendum II** to this Agreement (including any exhibit thereto), subject to the terms and conditions of this Agreement and, if applicable, Bank's response to the RFP listed in **Addendum I** to this Agreement. Except as expressly provided in such **Addendum II**, services rendered to Depositor by Bank (whether under this Agreement or otherwise) shall be subject to Bank's Treasury Management Services Agreement, Bank's Non-Consumer Deposit Account Agreement, and such other agreements, policies, and procedures as may apply to such services by agreement of the parties, as all of the foregoing are in effect from time to time (collectively, "Services Procedures and Documentation").

3. Grant of Security Interest in Favor of Depositor; Permissible Collateral. To secure the deposits maintained by Depositor with Bank from time to time, Bank hereby pledges and grants to Depositor a security interest in those Bank assets which are at any time held by the Custodian (as hereinafter defined) for the benefit of Depositor in accordance with the terms of this Agreement, including but not limited to any such assets consisting of Additional Collateral or Substitute Collateral as hereinafter defined (together with any other asset or obligation posted to secure such deposits, collectively, the "Collateral"). The Collateral pledged or delivered hereunder shall be of the type described in **Addendum I** hereto under the heading "Permissible Assets for Bank to Pledge as Collateral." Depositor represents, warrants, and covenants that any and all types of Collateral permitted or required under this Agreement are consistent

with the requirements of the Public Funds Law and the collateral, investment, and other policies applicable to Depositor. Bank acknowledges that Custodian has agreed to accept and hold Collateral that consists of securities as custodian as security for Bank's obligations secured pursuant to this Agreement.

4. Custodian. During the term of this Agreement, Bank shall deposit Collateral that consists of securities with one or more of the following (the "Custodian," whether one or more), as selected by Bank in its discretion: (a) a Federal Reserve Bank; (b) a Federal Home Loan Bank; or (c) a bank or other financial institution that is eligible to serve as custodian for public funds collateral under the Public Funds Law. Depositor acknowledges that it has approved each of the foregoing types of entities as permissible custodians for its public funds and agrees to provide any further evidence as may be requested by Bank from time to time in order to confirm Depositor's approval of the Custodian. Depositor agrees to provide to Custodian, promptly upon any request of Bank or Custodian, instructions required or requested by Bank or Custodian to perform actions consistent with the terms and requirements of this Agreement. Depositor agrees to be bound by any requirements or conditions established by Custodian, even if such requirements or conditions are more restrictive than those imposed under this Agreement.

5. Receipts. Bank shall request Custodian to issue safekeeping or trust receipts describing the Collateral consisting of securities held by the Custodian and promptly forward copies of same to Depositor. Such safekeeping or trust receipts which are furnished to Depositor by Custodian from time to time shall be deemed a part of the Collateral.

6. Required Collateral Value. It is the intention of the parties that the total market value of the Collateral securing deposits maintained hereunder by Depositor with Bank (the "Collateral Value") will be an amount (the "Required Collateral Value") equal to that percentage (the "Required Collateral Percentage") of the amount of such deposits to the extent required to be collateralized under the Public Funds Law, it being understood that for purposes of determining the Required Collateral Value and the Collateral Value the amount of deposits shall be deemed reduced to the extent provided in the Public Funds Law including any reduction for amounts insured by the United States or an instrumentality thereof. Depositor hereby represents and warrants that the Required Collateral Value is the percentage so specified on **Addendum I**.

7. Mark to Market; Maintenance of Collateral Value.

(a) Bank will reevaluate the market value of the Collateral periodically in accordance with its regular practices and promptly deliver or deposit with Custodian, for the benefit of Depositor, additional obligations or assets ("Additional Collateral") as may be necessary to maintain the Required Collateral Value. In no event shall Bank be required to deliver or maintain, or to deposit or maintain on deposit with the Custodian, Collateral with a value in excess of the Required Collateral Value, and Bank shall be authorized to effect a withdrawal, release and return of Collateral (in each case, a "Collateral Release") from time to time, without prior notice to Depositor or consent of Depositor, in order to reduce the Collateral Value to an amount not less than the Required Collateral Value. In the case of any letter of credit delivered to Depositor as Collateral that is not held by the Custodian, Bank may initiate a Collateral Release by requesting Depositor to return such Collateral.

(b) So long as Bank shall maintain Collateral for Depositor's benefit with a Collateral Value at least equal to the Required Collateral Value, Bank shall be entitled from time to time to deposit with the Custodian, or otherwise deliver in accordance herewith, assets or obligations permitted to serve as Collateral hereunder ("Substitute Collateral") in substitution for previously-delivered Collateral (any such substitution, a "Collateral Substitution") and effect a Collateral Release with respect to such previously-delivered Collateral. Depositor agrees to promptly provide any written consents, authorizations and instructions and any forms, agreements and other documents, and take such other actions, as may be

requested by Bank or Custodian in furtherance of any Collateral Release or Collateral Substitution or any other withdrawal, transfer, release or return provided for herein.

(c) Any Collateral Release and any Collateral Substitution authorized under the provisions of this Agreement or otherwise consented to by Depositor shall, without further notice or action on the part of any person or entity, have the effect of automatically terminating the security interest granted in this Agreement with respect to such designated assets, but only with respect to the assets that are subject to the applicable Collateral Release or for which other Collateral is substituted as part of the Collateral Substitution (as applicable). Custodian shall have no further liability to Depositor with respect to those assets withdrawn upon a Collateral Release or Collateral Substitution authorized under this Agreement.

8. Income on Collateral Assets. Bank shall be entitled to the income and distributions in respect of the Collateral (other than Collateral consisting of letters of credit issued for the benefit of Depositor), and Custodian shall, at the direction of Bank from time to time, dispose of such income and distributions as directed by Bank, without approval of Depositor. Any such disposition shall be free and clear of the security interest granted hereunder.

9. Default and Remedies. If Bank is declared insolvent by a Federal bank regulatory agency or fails to pay, when due, all or part of the deposits, including accrued but unpaid interest, in accordance with this Agreement and the Services Procedures and Documentation, Depositor shall give written notice of same to Bank, and Bank shall have one (1) Business Day after the receipt of such notice to cure same. If Bank breaches this Agreement in any other manner, Depositor shall give written notice of same to Bank, and Bank shall have 21 days after the receipt of such notice to cure same. In the event Bank fails to cure any default within such period, Depositor shall be entitled to exercise all rights and remedies afforded to Depositor as a secured party under the Uniform Commercial Code as in effect in the state referenced in **Addendum I** hereto (the "State") and, in conjunction therewith, to issue instructions to Custodian to relinquish possession of so much of the Collateral held by the Custodian as may be necessary to cure such default. In such event, Depositor shall also have the right to make one or more draws under Collateral consisting of letters of credit to the same extent. In exercising its rights in and to the Collateral, or any part thereof, Depositor must act in a commercially reasonable manner. Depositor shall account to Bank for any unliquidated Collateral and for any proceeds received from any sale or liquidation of any Collateral and other sums received in respect of Collateral to the extent not necessary to cure the default. Any permitted sale of Collateral by Depositor may be either at public or private sale; provided, however, Depositor shall give Bank at least 10 days' prior written notice of the time and location where such sale shall take place, and such sale shall be to the highest bidder for cash. Depositor and Bank each shall have the right to bid at such sale.

10. Authorization and Records. Bank has duly authorized the pledge of Bank assets to collateralize deposits maintained by public funds depositors and has authorized the undersigned Bank officer to enter into, execute and deliver to public funds depositors collateral pledge or security agreements on behalf of Bank and to take all action which may be necessary or appropriate to perform Bank obligations under such agreements. Bank shall maintain this Agreement among its official records continuously until such time as this Agreement is terminated and all deposits of Depositor have been paid. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

11. Authorized Representative; Depositor Agreements. During the term of this Agreement, Depositor will designate the officer or officers who singularly or jointly will be authorized to represent and act on behalf of Depositor in any and all matters of every kind arising under this Agreement and provide written notice thereof to Bank. The Services Procedures and Documentation are incorporated into this Agreement for all purposes; however, to the extent that any provision in the Services Procedures and Documentation conflicts with any provision of this Agreement, this Agreement will control.

12. Notices. All notices and other communications to a party under this Agreement shall be in writing and shall be sent by first-class certified or registered United States mail, postage prepaid, return receipt requested, by nationally-recognized overnight courier, or by personal delivery, in all cases with charges prepaid, to the address listed on the signature page for such party or, if such party shall have notified the other party hereto of a substitute address in accordance herewith, to the most recent substitute address so notified to it.

13. Term. The term of this Agreement shall be the term referenced in **Addendum I** hereto.

14. Termination. Notwithstanding the provisions of the foregoing paragraph, either Depositor or Bank may terminate this Agreement (i) upon thirty (30) days' advance written notice to the other party, or (ii) if the transactions contemplated hereby shall be prohibited by law or regulation, upon written notice to the other party. In the case of any such termination or the expiration of this Agreement, the terms of this Agreement shall continue to apply to all transactions entered into, and all deposits (including but not limited to time deposits) made by Depositor, prior to such termination or expiration.

15. Entire Agreement; Amendments; Interpretation. This Agreement (including the addenda and any exhibits attached hereto, each of which is incorporated into and deemed to be a part of this Agreement), together with the Services Procedures and Documentation, constitutes the entire agreement of the parties hereto and thereto with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual written agreement. In the event of any inconsistency between the provisions of this Agreement and the Services Procedures and Documentation, the provisions hereof shall prevail over the provisions to the extent that it is not otherwise possible to give effect hereto and thereto.

16. Miscellaneous. Except as otherwise provided by law, this Agreement and all accounts are governed by the laws of the State and applicable federal laws and regulations in effect from time to time. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable for any reason, such holding shall not invalidate or render unenforceable any other provisions of this Agreement. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders unenforceable any provision hereof, and to the extent that such waiver is not permitted by applicable law, the parties intend that such provision be interpreted as modified to the minimum extent necessary to render such provision enforceable. This Agreement shall be binding upon and inure to the benefit of Depositor and Bank and their respective successors and permitted assigns. Any and all section, subsection, paragraph, subparagraph and other headings in this Agreement are included for convenience of reference only and shall not be given any substantive effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all such executed counterparts shall constitute but one and the same agreement.

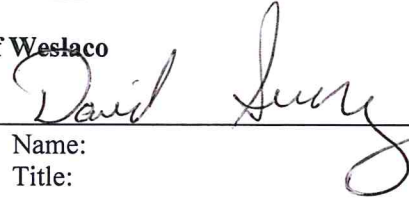
[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

DEPOSITOR:

City of Weslaco

By: _____


Name:
Title:

Notice Address:

255 S. Kansas Avenue
Weslaco, TX 78596

BANK:

BBVA USA

By: _____



Name: Gina Lobato
Title: Senior Vice President

Notice Address:

3900 N. 10th Street
2nd Floor
McAllen, Texas 78501

ADDENDUM I
TO PUBLIC FUNDS DEPOSITORY SERVICES AND
COLLATERAL SECURITY AGREEMENT

Criteria for Collateral Securing Deposits; Term

Name of Depositor: City of Weslaco

RFP: Request for proposals issued by Depositor entitled RFP No. 2019-20-23 dated July 14, 2020

State: Texas

Term of Agreement: Three (3) years from the Effective Date, subject to renewal terms in the RFP, if applicable.

Public Funds Law: Public Funds Collateral Act, Texas Government Code §§ 2257.001 *et seq.*, as in effect as of the date hereof

Required Collateral Value: 102%

Permissible Assets for Bank to Pledge as Collateral:

- Federal Home Loan Bank letter(s) of credit
- To the extent Bank so elects, securities of a type and nature sufficient to satisfy the requirements of the Public Funds Law

**ADDENDUM II
TO PUBLIC FUNDS DEPOSITORY SERVICES AND
COLLATERAL SECURITY AGREEMENT**

Additional Terms and Conditions; Pricing; Description of Services

1. Pricing. Pricing for services referenced under the heading “Services” below will be payable on a monthly basis, unless otherwise indicated.

Pricing is listed in Bank’s response to the RFP. New or additional services will be priced at the time of request.

2. Services.

Services are those listed in Bank’s response to the RFP.

Additional services may be agreed upon by the parties in writing from time to time.



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6604	
From:			
Subject: Discussion and consideration to approve AEA No. 11 for the New Police Department and Municipal Court to apply a stucco finish with base coat to all exterior tilt up panels including form lined panels at building entries and building monument signage for an amount not to exceed \$21,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ OMAR RODRIGUEZ Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6571	
From:			
Subject: Discussion and consideration to amend the Weslaco Economic Development Corporation Lease agreement and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ANDREW MUNOZ ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Amended lease Weslaco EDC			
Responsibilities upon Approval: Execute, retain and forward to WEDC.			

LEASE AMENDMENT

THIS LEASE AMENDING AGREEMENT dated _____ day of _____ between the City of Weslaco, herein referred to as "Lessor" and the Weslaco Economic Development Corporation, herein referred to as "Lessee," both herein referred to as the "Parties."

Whereas, the Lessor and the Lessee entered into the lease (the "Lease Agreement") dated _____, 2023 for the premises (the "Lease Premises") located at 275 South Kansas, Weslaco, Texas; and

Whereas, the Lessor and the Lessee desire to amend the Lease Agreement on the terms and conditions set forth in this Lease Amending Agreement (the "Agreement"), which will take effect on _____, 2023.

IN CONSIDERATION OF the Lessor and Lessee agreeing to amend their existing Lease Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform, and fulfill the promises, conditions, and agreements below.

- A. The Lease Agreement is amended as follows: the Lessor shall be responsible for the daily cleaning of Meeting Rooms 1 and 2, herein as described in Exhibit A.
- B. There shall be no subleasing of any area(s), unless as prescribed in the original Agreement.
- C. The Boardroom shall be co-shared by all three (3) parties. The cleaning of the Boardroom shall be the responsibility of the using party.
- D. Except as otherwise expressly provided in this Agreement, all the terms and conditions of the Lease Agreement remain unchanged and in full force and effect.
- E. This Agreement incorporates and shall be subject to the Lease Agreement.
- F. Subject to terms of the Lease Agreement, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Lessor and Lessee execute this Lease Amending Agreement effective as of the _____ day of _____, 2023.

CITY OF WESLACO, TEXAS

David Suarez, Mayor

Date

WESLACO ECONOMIC DEVELOPMENT CORPORATION

Authorized Representative

Date

ATTEST

Norma A. Cantu, City Secretary

Date

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

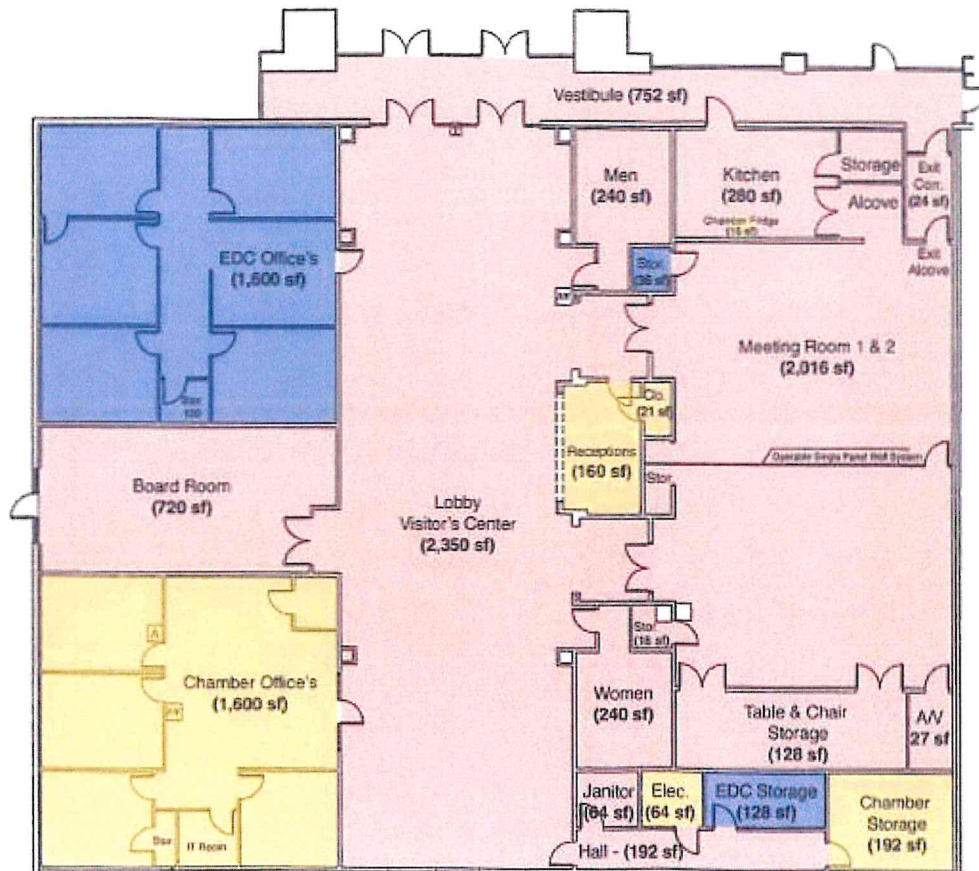
Date

Exhibit A

Weslaco Business & Event Center Square Foot Amounts



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





Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6622	
From:			
Subject: Discussion and consideration rescinding Ordinance 2011-16 relating to the process and criteria for naming public facilities, transportation improvements and other facilities, establishing a public facilities transportation improvements naming committee and ordaining other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. Possible action (Staffed by Assistant City Manager.)			
Background: Staff is recommending rescinding Ordinance 2011-16 to facilitate an easier process of naming public facilities. Staff will be creating a policy which allows for the petitioning of a public facility to be named rather than by committee. The policy will be presented in July 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Ordinance 2011-16			
Responsibilities upon Approval:			

ORDINANCE 2011 - 16

AN ORDINANCE ESTABLISHING A PROCESS AND CRITERIA FOR NAMING PUBLIC FACILITIES, TRANSPORTATION IMPROVEMENTS AND OTHER FACILITIES; ESTABLISHING A PUBLIC FACILITIES AND TRANSPORTATION IMPROVEMENTS NAMING COMMITTEE AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

BE IT ORDAINED BY THE CITY OF WESLACO BY OFFICIAL ACTION OF THE WESLACO CITY COMMISSION THAT:

Section I

Ordinance 2011-16, which will be codified in the City of Weslaco Code of Ordinances as Article VIII of Chapter 82, Section 82-201-204 and Titled "Public Facilities and Transportation Improvements Naming Policy," establishes a process and criteria for naming Public Facilities and Transportation Improvements, and creates a Public Facilities and Transportation Improvements Naming Committee, which shall after second and final reading read as follows in The City of Weslaco Code of Ordinances:

Article VIII City of Weslaco Public Facilities and Transportation Improvements Naming Policy

82-201 Any Public Facilities and Transportation Improvements in the City of Weslaco in the Weslaco City Limits or in the City of Weslaco's extra territorial jurisdiction that are to be named shall be named pursuant to this policy.

82-202 Definitions

Public Facilities: Any building or permanent structure owned by the City of Weslaco located in the City limits or the extra territorial jurisdiction (ETJ).

Transportation Improvements: Include all streets, whether paved or not, walking trails, bridges or alleys located in the Weslaco City limits or in its extra territorial jurisdiction.

82-203 Public Facilities and Transportation Improvements Naming Committee

A Public Facilities and Transportation Improvements Naming Committee is hereby created. There shall be seven (7) members in the Committee who shall be appointed by the Weslaco City Commission and shall be resident citizens of the City of Weslaco. The term for each Committee member shall be for staggered three (3) years.

The Public Facilities and Transportation Improvements Naming Committee shall make recommendations to the Weslaco City Commission after conducting a public hearing and giving

public notice for public input on proposed names for a public facility or a transportation improvement.

All recommendations are required to be submitted to the Weslaco City Commission for approval. Any public facility or transportation improvement that has been named more than twenty-five (25) years is considered historic and should not be renamed, except by City Manager recommendation and approval by a super majority (3/4) of both the Public Facility and Transportation Improvement Naming Committee and the Weslaco City Commission.

A request to rename a public street transportation improvement that has been previously named must comply with the following procedures:

A.) A written narrative justifying the street name change must be submitted.

B.) An application must be submitted with a petition and application fee that corresponds to the street classification schedule and length of street below:

Street Type	Less than 500ft. in length	500 ft. to one mile in length	One mile in length or greater
Local	\$125	0.30 per linear foot of street	0.35 per linear foot of street
Collector	N/A	0.35 per linear foot of street	0.35 per linear foot of street
Arterial	N/A	N/A	0.35 per linear foot of street

C.) The completed petition form must be signed by over two-thirds (2/3) majority approval of the adjacent property owners abutting the street in question. Applicant must have the completed petition submitted no later than six months after the first petitioner's signature is obtained; otherwise the petition is null and void.

D.) Once all supporting data is submitted Planning staff will make arrangements for a Public Hearing and prepare publication on the proposed name change.

82-204 Criteria

The Public Facility and Transportation Improvement Naming Committee and the Weslaco City Commission shall use the following criteria when considering naming a Public Facility or a Transportation Improvement:

A.) Objectively natural names from geographical locations, historical events or historical places should be considered first.

B.) Naming public facilities or transportation improvements in honor of a person is discouraged unless the person made a significant national state or local contribution

and if there are no appropriate names derived from geographical locations or historical events or historical places.

C.) If a public facility or transportation improvement is named for a person, the person must:

1. Have been deceased for more than six (6) months;
2. Consistently contributed toward the function of the Public Facility or Transportation Improvements. (The Public Facility and Transportation Improvement Naming Committee must receive evidence of a person's significant contribution.)

D.) The Weslaco City Commission may waive any of the criteria requirements by a super majority (3/4) vote.

Section II

The Current Article VIII of Chapter 82 titled City Services/Permits Not Allowed shall become Article IX of Chapter 82.

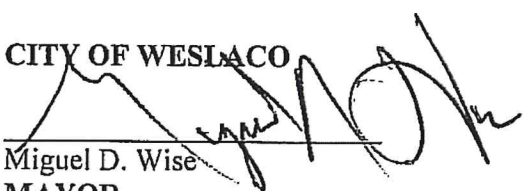
Section III

The criteria for renaming a public street previously approved by the Weslaco City Commission on March 3, 1998 is hereby repealed.

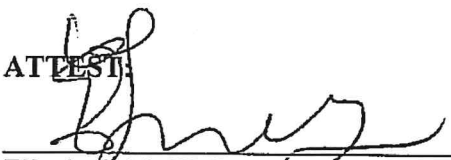
PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of July, 2011.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 19th day of July, 2011.

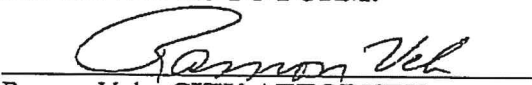
CITY OF WESLACO


Miguel D. Wise
MAYOR

ATTEST:


Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:


Ramon Vela, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6632	
From:			
Subject: Discussion and consideration on the Advanced Education Consultant Agreement between the City of Weslaco and Armando A. Martinez, M-5 Texas Enterprises LLC, to advance the EMS Training and Continuing Education of the Weslaco Fire Department EMS Division and authorize the Mayor to execute any related documents. Possible action. (Staffed by Assistant City Manager.)			
Background: The services of a consultant would provide training and continuing education regarding in-house certification for EMS personnel, which would begin June 2023 to May 2024. The training certification courses include ACLS, PALS, GEMS, reporting writing, EKG and 12-lead, medication review, shock management for adults, shock management for pediatrics, OBG/GYN, scenario day, hands on and in the field, gun shot wounds and severe trauma and burns. The trainings will be done on the 3rd Tuesday of each month.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: Advanced Education Consultant Armando Martinez			
Responsibilities upon Approval: Execute and retain.			

ADVANCED EDUCATION CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (this “Agreement”) is made this ____ day of _____ 2023, between **M-5 Texas Enterprises, LLC (Armando A. Martinez)** (the “Consultant”) and _____ The City of Weslaco (the “City”).

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

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

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

1. **Term.** The respective duties and obligations of the parties hereto shall commence on _____, 2023 and shall continue thereafter until _____, 2024 whichever comes first, unless terminated for cause by either party giving ninety (90) days written notice to the other party.
2. **Consultation.** During the term of this Agreement, Consultant shall zealously pursue the development and continuous emergency medical education for the City. At all times, Consultant shall conduct himself for the benefit of the City, and never knowingly take any action inconsistent with the interest of the City. Consultant will not take any action that is inconsistent with Corporation’s policy or any applicable State or Federal law.
3. **Limited Liability.** The Consultant is an independent contractor of the City and is not engaged hereunder as an employee of the City. The Consultant shall not be liable to the City, or to anyone who may claim any right due to his relationship with the City or any if its employees, agents or other persons affiliated in any way with the City, for any acts or omissions in the performance of the services provided hereunder, except when said acts or omissions of the Consultant are due to his willful misconduct. The City shall indemnify and hold Consultant harmless from any obligations, costs, claims, judgments, legal fees, and other attachments arising from the performance of the services rendered to the City hereunder, except when the same shall arise due to willful misconduct of Consultant.

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

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

EXECUTED this _____ day of _____, 2023

_____ City,

BY: _____

NAME: _____

TITLE: _____

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

Consultant

BY: _____

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

TITLE: **Consultant**



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6591	
From:			
Subject: Discussion and consideration to approve contract agreement with Cruz-Hogan Consultants, Inc for the design of storm drainage improvements along North Border Avenue and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department).			
Background: See attached memo			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Albert Aldana Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: Memo agreement with CruzHogan, 05-15-23 AGREEMENT #601			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

May 16, 2023

TO: Mayor David Suarez, City Commissioners
& City Manager, M. Garza

FROM: Albert J. Aldana, P.E.
City Engineer

RE: Proposed Professional Engineering Services Agreement
with Cruz-Hogan Consultants, Inc.
North Border Rd Storm Drainage Improvements

This item seeks your approval of a professional services contract agreement with Cruz-Hogan Consultants, Inc for the design of storm drainage improvements to North Border Ave near the Calvillo Technology Building located south of Mile 10 North Rd.

The proposed contract amount is \$39,400.00 and includes surveying and engineering for the project.

Staff recommends approval of this agreement.

Sincerely,
Albert J. Aldana, P.E.

A handwritten signature in blue ink, appearing to read "Aldana", with a stylized flourish at the end.

AGREEMENT FOR ENGINEERING SERVICES

**STATE OF TEXAS
COUNTY OF HIDALGO**

THIS AGREEMENT made, entered into and executed the day of _____, by and between the **City of Weslaco**, hereinafter called the "**Owner**", acting herein, by and through its Officials who are duly authorized so to act for and in behalf of said Owner, and

CRUZ-HOGAN CONSULTANTS, INC., hereinafter called the "**Engineer**", acting herein, by and through its officers, who are duly authorized so to act for and in behalf of said Engineer.

Whereas the **City of Weslaco** intends to have professional engineering services performed for storm water drainage improvements project identified as:

City of Weslaco Storm Drainage Improvements along North Border Avenue Area

NOW, THEREFORE, the Owner and the Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I - EMPLOYMENT OF ENGINEER

The Owner authorizes the Engineer to provide required design and construction phase services for the Project.

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional engineering services in connection with the Project as stated in **PART I - SCOPE OF SERVICES** and for the compensation set forth in **PART II - BASIS FOR COMPENSATION FOR ENGINEERING SERVICES**, attached herewith as **Attachment No. 1**.

SECTION II - STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE:** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Engineer cannot provide any warranty of guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by Owner are specifically objected to.

2. **SAFETY:** Engineer has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Engineer specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Engineer employees.
3. **DELAYS:** If events beyond the control of Engineer, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedules established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 30 days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.
4. **TERMINATION/SUSPENSION:** Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Engineer for all Services, including profit relating to the project, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in obligations under the Agreement (including Owner's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and deliberately continued and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

5. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by Engineer is supplied for the general guidance of Owner only. Since Engineer has no controls over competitive bidding or market conditions, Engineer cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.
6. **RELATIONSHIP WITH CONTRACTORS:** Engineer shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors, but Engineer specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Owner's contractors.
7. **CONSTRUCTION REVIEW:** For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related service by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Owner agrees to hold Engineer harmless from any claim resulting from performance of construction-related services by persons other than Engineer.
8. **INSURANCE:** Engineer will maintain insurance coverage for Professional Comprehensive General, Automobile, Worker's Compensation, Employer's Liability and Professional Errors and Omissions in amounts accordance with legal and Engineer business requirements. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor, if any, to include Engineer as an additional insured on its policies relating to the Project. Engineer's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

9. **INDEMNITIES:** To the fullest extent permitted by law, Engineer shall indemnify and save harmless Owner from and against loss, liability, and damages sustained by Owner, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property for this Project caused directly by the willful misconduct or failure to adhere to the standard of care described in Section II-Paragraph 1 above of Engineer, its agents or employees.

10. **LIMITATIONS OF LIABILITY:** No employee or agent of Engineer shall have individual liability to Owner.

Owner agrees that to the fullest extent permitted by law, Engineer's total liability to Owner for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Engineer's negligence, errors, omissions, strict liability, or breach of contract shall not to exceed the total compensation received by Engineer, under this Agreement.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO OWNER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

12. **ACCESS:** Owner shall provide Engineer safe access to any premises necessary for Engineer to provide the Services.

13. **REUSE OF PROJECT DELIVERABLES:** All work product, including notes, calculations, reports, plans and specifications will become the property of Owner. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Owner for any purposes other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Engineer for the specific purpose intended, shall be at Owner's risk. Owner agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Owner or others acting through Owner.

14. **AMENDMENT:** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

15. **ASSIGNMENT:** Except for assignments (a) to entities which control, or are controlled by, the parties hereto, or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

16. **STATUTES OF LIMITATION:** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

17. **PREVAILING PARTY LITIGATION COSTS:** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

18. NO WAIVER: No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
19. NO THIRD-PARTY BENEFICIARY: Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's contractors, if any.
20. SEVERABILITY: The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
21. AUTHORITY: The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

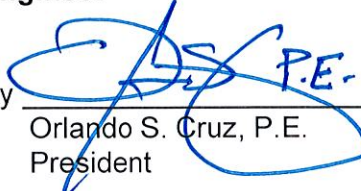
APPROVED:

CITY of WESLACO
Owner

By: _____
David Suarez
Mayor

APPROVED:

CRUZ-HOGAN CONSULTANTS, INC.
Engineer

By:  _____
Orlando S. Cruz, P.E.
President

**PART I
SCOPE OF SERVICES**

A. PROJECT

**STORM DRAINAGE IMPROVEMENTS ON NORTH BORDER AVENUE AREA
CITY OF WESLACO**

B. PROJECT BACKGROUND

The City of Weslaco (City) proposes to install storm drainage improvements along North Border Avenue to improve drainage in the West Lake Village Subdivision Area.

Proposed Improvements Scope:

- 1) Installation of approximately 1,200 linear feet of 48-inch diameter concrete pipe along Border Avenue, starting at an existing drainage ditch located adjacent to Silva Elementary School and discharging into an existing drainage ditch located adjacent to Northcross Subdivision.

The project **Estimated Preliminary Construction Cost: \$494,292.00**

C. BASIC ENGINEERING SERVICES

1. PROJECT PLANNING PHASE

a. MEETING WITH CITY ENGINEERING STAFF

Establish project objectives and identify a specific and detailed scope of work for the project. The intent of the meeting is to develop a detailed and complete description the proposed project elements.

2. PROJECT DESIGN PHASE

The following scope of work defines the work tasks necessary for the Engineer to perform the final design and the preparation of Contract Documents, consisting of Drawings and Specifications, for construction of the indicated improvements. Design services consist of those tasks, which are essential to the completion of a construction ready set of Contract Documents for the project.

a. FIELD TOPOGRAPHIC SURVEYING

The Engineer shall perform all required field and topographic surveying required for the design of the project.

b. PREPARATION OF DRAWINGS

The Engineer shall prepare detailed Drawings for the construction of each of the projects indicated, using the Engineer's standard engineering approach for design, level of detailing, and presentation on the Drawings. The Drawings shall be produced on the Engineer's standard 11 x 17 inch Paper with borders and title blocks to the Engineer's standard. Any preliminary drawings list will be prepared during the preliminary phases and will be updated in the Final Design.

c. PREPARATION OF SPECIFICATIONS

The Engineer shall prepare the General Conditions, Supplementary General and Technical Specifications. Specifications shall be developed from the Engineer's in-house guide Specifications.

d. PROGRESS DESIGN PLAN SUBMITTALS

Progress submittals for the City's review shall be made at the 100% Final Design stage. Copies of the Drawings shall be provided to the City of the submittal.

The Final Design submittal shall include the full set of Contract Documents, consisting of the Specifications and Drawings.

During the same period that the City reviews the documents, the submittal shall also be subjected to the Engineer's internal design checking procedures. The City's review comments shall be returned to the Engineer within 7 days of receipt of the 100% Final Design submittal.

e. COMPLETION OF FINAL DESIGN AND CONSTRUCTION DOCUMENTS

The Engineer shall provide three sets of Plans and Specifications to the City upon Final Submittal

3. PROJECT CONSTRUCTION PHASE

- a. Assist in project bidding and conducting pre-bidding and pre-construction meetings with the City staff and contractors.
- b. Make periodic visits to the site (as distinguished from the continuous services of a resident project inspector) to observe the overall progress and quality of the work, and to determine general conformance with the requirements of the plans and specifications.
- c. Consult with and advise the City during construction, and make recommendations to the City regarding the materials and workmanship.
- d. Interpret intent of the plans and specifications for the City
- e. Conduct in company of City representatives a final inspection of the Project for conformance with the design concept of the Project and compliance with the plans and specifications.

Note: Engineer will not provide Construction Inspection for the Project unless authorized under additional services.

D. ADDITIONAL SERVICES

Additional Services are those services which are not included in the Basic Services or Special Services, but may be needed at some time during the completion of the project. These Additional Services will be authorized on an as-required basis by the Owner with the fee for the service being negotiated at the time of the request. The Owner will issue a separate notice to proceed for each additional service requested.

1. Reproduction of Contract Documents not specifically identified as Basic or Special Services.
2. Assistance to the Owner as an expert witness in any litigation with third parties, arising from the development or construction of the Project including preparation of engineering data and reports.
3. Investigations involving detailed considerations of operations, maintenance and overhead expenses.
4. Any work not identified as Basic or Special Services above.

PART II

BASIS FOR COMPENSATION FOR ENGINEERING SERVICES

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive, the fees hereinafter set forth below.

Compensation to Engineer for the engineering services is in accordance with the ***Project Opinion of Probable Construction Cost*** prepared by Engineer, attached.

Where the compensation for engineering services is based upon a lump sum amount, partial payments shall be made monthly to the Engineer in proportion to the part of the services which has been accomplished, as evidenced by monthly statements submitted by the Engineer and approved by the Owner.

The total fee for ***engineering services*** for the project will be as follows:

A. COMPENSATION

1.	Design Surveying:	\$	3,000.00
2.	Engineering Design Fee:	\$	<u>36,400.00</u>
	Total:	\$	39,400.00

B. ITEMS NOT INCLUDED IN COST PROPOSAL

1. Cost of Geotechnical Borings, Material Sampling, and Report, if needed
2. Materials Testing, if needed
3. Project Advertisements and Notices
4. Project Construction Inspection



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6606	
From: David Arce			
Subject: Discussion and consideration to ratify Purchase Order No. 23-3052 to contract Southern Trenchless Solutions LLC for emergency repairs on a collapsed manhole located at 2513 S Petunia in the amount of \$118,154 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: On May 17th, staff was called out for a sewer back up from Westgate woods subdivision. It was traced back towards border and manhole was high. Staff used the vac truck to lower the level and monitored it the next day and the manhole dropped about 2 feet and continued to fall lower as it was deteriorated from the base. Staff along with purchasing asked for bids submitted to purchasing agent. We received 3 bids on May 23 rd . City Health official also deemed it a health hazard at the site visit. CM approved the project to commence immediately, Southern Trenchless LLC was the low bid and project is set to be completed by Monday June 5 th .			
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 David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2023 Manhole Emergency Repair Petunia, EMERGENCY MANHOLE TABULATION 2022-23-20 PETUNIA STREET, SOUTHERN TRENCHLESS BID, SAL CONSTRUCTION BID, OMT BID			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: June 6, 2023

To: City Commission

From: David Arce, Public Works Director

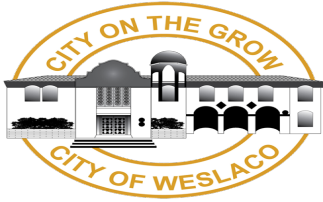
Subject: MANHOLE EMERGENCY REPAIR

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

On May 17th, staff was called out for a sewer back up from Westgate woods subdivision. It was traced back towards border and manhole was high. Staff used the vac truck to lower the level and monitored it the next day and the manhole dropped about 2 feet and continued to fall lower as it was deteriorated from the base. Staff along with purchasing asked for bids submitted to purchasing agent. We received 3 bids on May 23rd. City Health official also deemed it a health hazard at the site visit. CM approved the project to commence immediately, Southern Trenchless LLC was the low bid and project is set to be completed by Monday June 5th.

Staff Recommends Approval.

CITY OF WESLACO
EMERGENCY MANHOLE COLLAPSE REHAB ON 2513 PETUNIA STREET
RFB NO.: 2022-23-20



SAL Construction Management, LLC
801 S. Missouri Ave.
Weslaco, Texas 78596
956-202-1452
Anel Rodriguez
anel@sal-construction.com

Southern Trenchless Solutions
1200 W. Exp. 83
La Feria, Texas 78559
956-277-0355
Cody Irelan
aminstx@southern-trenchless.com

DESCRIPTION	BID AMT	\$	153,000.00	BID AMT	\$	114,704.00
EMERGENCY MANHOLE REHABILITATION						

OMT Utilities
1906 S. Pleasantview
Weslaco, Texas 78596
956-778-0140
Luis Reyes III
luisreyes034@yahoo.com

DESCRIPTION	BID AMT	\$	149,500.00
EMERGENCY MANHOLE REHABILITATION			

Bids opened on 5/23/2023 at 9:00 AM
and tabulated by Homer Rhodes / Purchasing Agent



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

Quote Issued 5/22/2023

Quote # Q#23163

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

BuyBoard # 635-21

Project: City of Weslaco -
MH Collapse 2513 Petunia

Line	Item	Description	Qty	Unit	Unit Price	Total
1	231	Mobilization / Demobilization	1	EA	7,500.00	7,500.00
2	111	Set Up 6" Pump (Per Pump)	2	EA	1,512.00	3,024.00
3	115	Set Up 6" Piping	450	LF	18.15	8,167.50
4	121	Operate 6" pumping System	6	Day	1,690.00	10,140.00
5	131	24 HR ByPass Watch	144	HR	25.00	3,600.00
6	211	Install New 4' to 8' Diameter Manhole (0' - 6' deep)	75	SF	200.00	15,000.00
7	214	Install Extra Depth 4' to 8' Diameter Manhole (over 6' deep)	163	SF	200.00	32,600.00
8	217	Cement Stabilized Sand	94.5	Ton	55.00	5,197.50
9	212	Utility Crew	90	HR	250.00	22,500.00
10	90	Premium manhole frame and cover (Composite Manhole Cover)	1	EA	2,500.00	2,500.00
11	104	Manhole Bench Reconstruction	1	EA	800.00	800.00
12	MISC	Operation of dewatering equipment	1	EA	175.00	175.00

Total

Exclusions:

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

Instructions

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

Signature: _____

Print Name: _____

Title: _____

*** Please Make Checks Payable To:

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



We Appreciate Your Business!!!

Quote

DATE: May 22, 2023

City of Weslaco

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

THANK YOU FOR YOUR BUSINESS!

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

Estimate

Date 5/22/2023
Estimate # 987

Name / Address

City of Weslaco

P.O. #

Terms

Due Date 5/22/2023
Other

Description	Qty	Rate	Total
*****MANHOLE REPAIR ON 2513 S. Petunia Ave.*****			
Remove collapsed 18' manhole. Set up sewer by-pass system including all pumps, hoses, wyes etc. from manhole to the west of collapsed manhole to manhole on the north side of collapsed manhole. Insure continuous sewer service to affected area. Install new 18' fiberglass manhole, with all connections. De-watering system if needed around collapsed manhole. Price includes all parts and labor.		149,500.00	149,500.00
Please consider my proposal.			

OMT UTILITIES
luisreyes034@yahoo.com

956-778-0140

Total \$149,500.00



Standardized Agenda Request Form

Date of Meeting: June 6, 2023		Agenda Item No. (to be assigned by CSO): 2023-6610	
From: ROBERT LOPEZ			
Subject: Discussion and consideration to purchase the Conference Room Video/Audio System from Visceral Illumination Code DBA Insight security Group in the amount of \$36,050.92 under TIPS Contract #230202 (Security Systems Products and Services) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)			
Background: The new Weslaco Police department will acquire a video and audio system to meet the needs to police officer training, emergency management, community affairs and public announcements conference room.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Final VISCERAL REQ 08117 TRAINING ROOM TV			
Responsibilities upon Approval:			



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

QUOTE NUMBER: 23.1054
DATE: May 9, 2023
TIPS CONTRACT NO.:230202 (Security Systems Products
and Services)

PROJECT NAME: WESLACO PD AV TRAINING ROOM A165-*****OPTION 1
PROJECT ADDRESS: WESLACO TX

SCOPE OF WORK

INSTALLATION OF-----> SHURE CONFERENCE ROOM SYSTEM CLICK ON THIS LINK ----- SHURE SYSTEM. Proposal Includes design, labor, material/equipment listed, programming, and testing of new devices.

SHURE CONFERENCE ROOM	QTY	DESCRIPTION	UNIT PRICE (EA)	TOTAL
	2	MXA920 CEILING ARRAY MICROPHONE		\$15,876.00
	1	P300 AUDIO CONFERENCE PROCESSING		
	4	MXBN5WC NETWORK LOUD SPEAKERS		
	1	Huddly IQ AI POWERED CONFERENCE CAMERA 2-YEAR WARRANTY		
EPSON PROJECTOR	QTY	DESCRIPTION		
	2	BINARY B6 SERIES 4K ULTRA HD PREMIUM CERTIFIES HIGHT SPEED HDMI CABLE WITH GRIPTEK - 2M (6.5FT)	\$17.99	\$35.98
	6	BINARY B6 SERIES 4K ULTRA HD PREMIUM CERTIFIES HIGHT SPEED HDMI CABLE WITH GRIPTEK - 2M (3.3FT)	\$8.99	\$53.94
	1	EPSON 4K 5050UB SHORT THROW PROJECTOR (2 YEAR LIMITED WARRANTY)	\$3,890.00	\$3,890.00
	1	2X2 CEILING MOUNT PROJECTOR MOUNT	\$295.00	\$295.00
LED TVS	4	LG 75" CLASS UQ75 SERIES LED 4K UHD SMART WEBOS TV	\$975.00	\$3,900.00
	8	PROGRAMMING AND TESTING	\$1,245.00	\$9,960.00
	24	LABOR (2) TECHS	\$85.00	\$2,040.00

SUMMARY

SUBTOTAL: \$36,050.92
TAXES: \$0.00
TOTAL: \$36,050.92

To accept this quotation, sign here and return below:

PRINT NAME:

DATE:

This is a quotation on the goods named, subject to the conditions noted below: VISCERAL ILLUMINATION CODE, LLC has the right to reject work before collecting payment and beginning work if needed.

OK
m

Rec.