



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

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

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

I. CALL TO ORDER

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

II. OTHER BUSINESS

- A. Discussion and consideration to convene as the local canvassing authority to canvass the election returns and approve Resolution 2018-68 certifying the results of the November 6, 2018 City of Weslaco General Election in accordance with Texas Election Code 67.004(a). Possible action. (Staffed by City Secretary's Office.) Attachment
- B. Conduct Oaths of Office and file Statements of Elected Officers.
- C. Appointment of a Mayor Pro Tem in accordance with Resolution 2017-85 and authorizing the Mayor to execute any related documents. Possible action. (Staffed by the City Secretary's Office.) Attachment

III. PUBLIC COMMENTS

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

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

IV. PUBLIC HEARING

- A. To solicit input on behalf of Elizzondo Homes for a Conditional Use Permit to operate an Event Center at 616 E. 6th St., S 109.27'-W104' Lot 13 & N129.27'-W104' Lot Harding-Gills Subdivision, Weslaco, Hidalgo County, Texas. (Staffed by Planning and Code Enforcement Department.)
- B. To solicit input on behalf of Ricardo Tamez for a Conditional Use Permit for Mixed Beverage Permit and Mixed Beverage Late Hours Permit at 260 S.Texas Blvd. Suite 105, also being a 98'x90' Tract, Block 18, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas. (Staffed by Planning and Code Enforcement Department.)
- C. To solicit input on behalf of Virginia Lozano to rezone 1611 Judi St. Also being Lot 1 & N1/2 of Lot 2 Blk 1 Sun Country Estates Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district (Staffed by Planning and Code Enforcement Department.)
- D. To solicit input on behalf of Felipe Camacho to rezone 2416 E. Expressway 83. Also being proposed Lot 1, Camar Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway Business District. (Staffed by Planning and Code Enforcement Department.)
- E. To solicit input on behalf of Heydis Sanchez to rezone 225 S. Pleasantview. Also being Lot 4 & Part of Lot 3 Rev. M. Perez Dream Acres Subdivision Weslaco, Hidalgo County, Texas from B-1 Neighborhood business district to R-1 One-family dwelling district. (Staffed by Planning and Code Enforcement Department.)

- F. To solicit input on behalf of RGV PorVenir LLC to rezone 2318 E. Expressway 83. Also being 1.0560.57-S14.47,N20 AC acres tract out of Farm tract 17, West Tract Subdivision a/k/a Lot 13&14, Block 9, James Black Subdivision Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-2 Secondary Highway Business District. (Staffed by Planning and Code Enforcement Department.)

V. CONSENT AGENDA

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

- A. Approval of the Minutes of the Regular Meeting on November 6, 2018
(Staffed by City Secretary's Office.) Attachment.
- B. Approval on second and final reading of the following:
- 1) Ordinance 2018-39, authorizing and allowing under the act governing the Texas Municipal Retirement System, "updated service credits" in said system for service performed by qualifying members of such system who presently are members of the City of Weslaco; providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the city; and establishing an effective date for such actions. (First reading held November 2, 2018; staffed by Finance Department.) Attachment
- C. Authorization to solicit Requests for Proposals (RFP) to purchase the City Hall Commissioners' Chambers Audio and Video (A/V) System and professional installation services and authorize the Mayor to execute any related documents. (Staffed by Information Technology Department.)
- D. Approval on the continuance on the Memorandum of Understanding with FBI Rio Grande Valley Safe Streets Task Force and Weslaco Police Department and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- E. Authorization to award RFB No. 2018-19-02 for the Rehab of the Water Tower located at 8th & Bridge St. to the most advantageous bidder, Maguire Iron, Inc., in the amount not to exceed \$106,000.00 and authorize the Mayor to execute any related documents. Possible action. (staffed by Public Works.) Attachment

- F. Approval to Terminate Airport Ground Lease Agreements with Tenant Terry Barbee D/B/A WTB Trading Co., for Hangars W12, W13, W14, W26 and W28 and Approval of Mid Valley Airport Lease Agreements with Tenant Clifford Robert Gardner, Jr. for Hangars W12, W13, W14, W26 and W28 and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment
- G. Approval of a Mid Valley Airport Ground Lease Agreement with Tenant Jerry Gifford for Hangar W8 and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment

VI. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Elizondo Homes to approve a Conditional Use Permit to operate an Event Center at 616 E. 6th St., S 109.27'-W104' Lot 13 & N129.27'-W104' Lot Harding-Gills Subdivision, Weslaco Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration after public hearing on behalf of Ricardo Tamez to approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit at 260 S.Texas Blvd. Suite 105, Original Townsite Weslaco, Hidalgo County, Texas and authorize the Mayo to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- C. Discussion and consideration after public hearing on behalf of Virginia Lozano to approve Ordinance 2018-40 rezoning 1611 Judi St. Also being Lot 1 & N1/2 of Lot 2, Block 1, Sun Country Estates 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 2018-40. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- D. Discussion and consideration after public hearing on behalf of Felipe Camacho to approve Ordinance 2018-41 rezoning 2416 E. Expressway 83. Also being proposed Lot 1, Camar Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2018-41. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment

- E. Discussion and consideration after public hearing on behalf of Heydis Sanchez to approve Ordinance 2018-42 rezoning 225 S. Pleasantview. Also being Lot 4 & Part of Lot 3 Rev. M. Perez Dream Acres Subdivision Weslaco, Hidalgo County, Texas from B-1 Neighborhood business district to R-1 One-family dwelling district and authorize the Mayor to execute any related documents. First reading of Ordinance 2018-42. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- F. Discussion and consideration after public hearing on behalf of RGV PorVenir LLC to approve Ordinance 2018-43 rezoning 2318 E. Expressway 83. Also being 1.0560.57-S14.47,N20 AC acres tract out of Farm tract 17, West Tract Subdivision a/k/a Lot 13&14, Block 9, James Black Subdivision Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-2 Secondary Highway Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2018-43. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- G. Discussion and consideration to approve Ordinance 2018-44, the Voluntary Annexation of the 5.153 acres, Weslaco, Hidalgo County, Texas. Approximately 500 ft. North of the intersection of Mile 6 ½ W & W. Expressway 83 on the east side and authorize the Mayor to execute any related documents. First Reading of Ordinance 2018-44. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- H. Discussion and consideration to approve the Single lot Variance for Quick Lane Payne Subdivision– being a 1.056 acres out of Farm Tract 17, West Tract Subdivision,a/k/a Lot 13&14, Block 9, James Black Subdivision Weslaco, Hidalgo County, Texas. Approximately 620 ft. West of N Pleasantview Dr. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- I. Discussion and consideration authorizing City staff to dig out Time Capsule located in front of Porter P. Doss Building at 515 S. Kansas Ave. on December 5, 2018 and display at Weslaco Museum until December 11, 2018 in celebration of Weslaco's 100th Birthday, authorize street closure of 5th St from Texas Blvd. to S. Missouri Ave. to include four parking spaces in front of the Weslaco Museum, waive all associated fees as appropriate; and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Parks and Recreation Department.) Attachment
- J. Discussion and authorization for city staff to install Weslaco 100th Celebration Banners on Texas Blvd. from Expressway 83 to 6th Street and display for one year from January 2019 until after December 10, 2019. Possible Action. (Staffed by Parks and Recreation Department) Attachment

- K. Discussion and consideration to extend the Inframark annual agreement to one year for an annual increase capped at 3.2% and authorize the Mayor to execute any related documents. Possible action (Requested by Inframark) Attachment
- L. Discussion and consideration to select a committee to evaluate Request for Qualifications No. 2018-19-03 Architectural Design Services for North Side Sports Complex and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Airport.)
- M. Discussion and consideration to accept and award bid for a F-250 4x4 crew cab gas and a F-550 4x4 gas chassis to replace a 2004 Expedition2018 and a 2008 F-550 Brush truck chassis under the apparatus replacement program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department). Attachment
- N. Discussion and consideration on drainage improvements in the area of the 500 to 800 Block of West 15th Street and authorize the Mayor to execute any related documents. Possible action. (Requested by Commissioner Kerr and Commissioner Muñoz.) Attachment
- O. Discussion and consideration approving budget and project list utilizing the \$4,000,000 Certificates of Obligation Series 2018 for drainage improvements and authorize the Mayor to execute any related documents. Possible action. (Staffed by the City Manager's Office.) Attachment

VII. REPORTS

- A. Report by Weslaco Area Chamber of Commerce.
- B. Report by Economic Development Corporation of Weslaco.
- C. Report by Planning and Code Enforcement.
- D. Report by Inframark.
- E. Report by Public Works.
- F. Report Parks and Recreation

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §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) as authorized by §551.071 of the Texas Government Code.
- C. Legal Consultation - Seek City Attorney opinion relating to the mediation with CDM as authorized by §551.071 of the Texas Government Code.
- D. Legal Consultation - Seek City Attorney opinion relating to breach of contract by Accela and consider authorizing City Attorney to proceed with legal action as authorized by §551.071 of the Texas Government Code.
- E. Real Property – Consultation with City Attorney on the purchase of real property legally described as Chelsea Park W6.83AC GR 5.22AC Net on Border Avenue as authorized by §551.072 of the Texas Local Government Code.
- F. Real Property – Consultation with City Attorney on the purchase of real property legally described as West Tract W3.67AC-S10AC-N20AC FT 685 at Dawson and Oregon Streets as authorized by §551.072 of the Texas Local Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 16th day of November 2018 at 4:30 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Adelaida Vega, Interim City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2070	
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):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
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 & Mission updated 2017 election			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2105
From:		
Subject: Discussion and consideration to convene as the local canvassing authority to canvass the election returns and approve Resolution 2018-68 certifying the results of the November 6, 2018 City of Weslaco General Election in accordance with Texas Election Code 67.004(a). Possible action. (Staffed by City Secretary's Office.)		
Background: The candidates received the following votes: City Commissioner Single Member District 1 Leo Muñoz VOTES 1005 City Commissioner Single Member District 4 Lupe Garcia VOTES 659 Gerardo "Jerry" Tafolla VOTES 830		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Resolution		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega	Created/Initiated	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Approve		
Attachments, if any: Canvass Report for City of Weslaco November 6, 2018, R2018-68 election canvass		
Responsibilities upon Approval: Execute and retain.		



City of Weslaco Election

CANVASS OF ELECTION RETURNS

November 6 , 2018

City of Weslaco Election

ELECTION RETURNS CANVASS

November 6, 2018

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Section OneSummary Report

Section Two.....Cumulative Report

Section Three.....Precinct by Precinct Report

SECTION ONE

CANVASS OF
ELECTION RETURNS

SUMMARY REPORT

November 6, 2018

City of Weslaco - Canvass Results

2018 General Election

Run Time 9:33 PM

Run Date 11/14/2018

Hidalgo County, Texas

2018 General Election

11/6/2018

Page 1 of 2

Official results

Registered Voters

3513 of 7207 = 48.74 %

Polling Places Reporting

112 of 112 = 100.00 %

For Commissioner District 1, City of Weslaco

Precinct	Leo Muñoz	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
002	0	0	0	0	0	0	0	0	0	0.00 %
114	1005	1005	811	0	163	1300	353	1816	3236	56.12 %
Totals	1005	1005	811	0	163	1300	353	1816	3236	56.12 %

City of Weslaco - Canvass Results

2018 General Election

Run Time 9:33 PM

Run Date 11/14/2018

Hidalgo County, Texas

2018 General Election

11/6/2018

Page 2 of 2

Official results

Registered Voters

3513 of 7207 = 48.74 %

Polling Places Reporting

112 of 112 = 100.00 %

For Commissioner District 4, City of Weslaco

Precinct	Lupe Garcia	Gerardo "Jerry" Tafolla	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
042	457	661	1118	161	0	110	913	256	1279	3005	42.56 %
058	180	137	317	35	0	21	253	78	352	779	45.19 %
071	22	32	54	12	0	2	41	23	66	187	35.29 %
Totals	659	830	1489	208	0	133	1207	357	1697	3971	42.73 %

SECTION TWO

CANVASS OF
ELECTION RETURNS

CUMULATIVE REPORT

November 6, 2018

City of Weslaco - Cumulative Results

2018 General Election

Run Time 9:32 PM

Run Date 11/14/2018

Hidalgo County, Texas

2018 General Election

11/6/2018

Page 1 of 1

Official results**Registered Voters**

3513 of 7207 = 48.74 %

Polling Places Reporting

112 of 112 = 100.00 %

For Commissioner District 1, City of Weslaco

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
Leo Muñoz		72	100.00%	722	100.00%	211	100.00%	1005	100.00%
	Cast Votes:	72	100.00%	722	100.00%	211	100.00%	1005	100.00%
	Undervotes:	91		578		142		811	
	Overvotes:	0		0		0		0	

For Commissioner District 4, City of Weslaco

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
Lupe Garcia		19	17.27%	504	46.80%	136	45.03%	659	44.26%
Gerardo "Jerry" Tafolla		91	82.73%	573	53.20%	166	54.97%	830	55.74%
	Cast Votes:	110	100.00%	1077	100.00%	302	100.00%	1489	100.00%
	Undervotes:	23		130		55		208	
	Overvotes:	0		0		0		0	

SECTION THREE

CANVASS OF
ELECTION RETURNS

PRECINCT BY PRECINCT REPORT

November 6, 2018

**City of Weslaco - Precinct
Results**

2018 General Election

Run Time 9:35 PM

Run Date 11/14/2018

Hidalgo County, Texas

2018 General Election

11/6/2018

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Official results

Registered Voters

3513 of 7207 = 48.74 %

Polling Places Reporting

112 of 112 = 100.00 %

002

For Commissioner District 1, City of Weslaco

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
Leo Muñoz		0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

City of Weslaco - Precinct Results

2018 General Election

Run Time 9:35 PM

Run Date 11/14/2018

Hidalgo County, Texas

2018 General Election

11/6/2018

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Official results**Registered Voters**

3513 of 7207 = 48.74 %

Polling Places Reporting

112 of 112 = 100.00 %

042**For Commissioner District 4, City of Weslaco**

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
Lupe Garcia		16	17.78%	352	43.30%	89	41.40%	457	40.88%
Gerardo "Jerry" Tafolla		74	82.22%	461	56.70%	126	58.60%	661	59.12%
Cast Votes:		90	100.00%	813	100.00%	215	100.00%	1118	100.00%
Undervotes:		20		100		41		161	
Overvotes:		0		0		0		0	

City of Weslaco - Precinct Results

2018 General Election

Run Time 9:35 PM

Run Date 11/14/2018

Hidalgo County, Texas

2018 General Election

11/6/2018

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Official results**Registered Voters**

3513 of 7207 = 48.74 %

Polling Places Reporting

112 of 112 = 100.00 %

058**For Commissioner District 4, City of Weslaco**

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
Lupe Garcia		3	16.67%	138	60.26%	39	55.71%	180	56.78%
Gerardo "Jerry" Tafolla		15	83.33%	91	39.74%	31	44.29%	137	43.22%
Cast Votes:		18	100.00%	229	100.00%	70	100.00%	317	100.00%
Undervotes:		3		24		8		35	
Overvotes:		0		0		0		0	

**City of Weslaco - Precinct
Results**

2018 General Election

Run Time 9:35 PM

Run Date 11/14/2018

Hidalgo County, Texas

2018 General Election

11/6/2018

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Official results

Registered Voters

3513 of 7207 = 48.74 %

Polling Places Reporting

112 of 112 = 100.00 %

071

For Commissioner District 4, City of Weslaco

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
Lupe Garcia		0	0.00%	14	40.00%	8	47.06%	22	40.74%
Gerardo "Jerry" Tafolla		2	100.00%	21	60.00%	9	52.94%	32	59.26%
Cast Votes:		2	100.00%	35	100.00%	17	100.00%	54	100.00%
Undervotes:		0		6		6		12	
Overvotes:		0		0		0		0	

City of Weslaco - Precinct Results

2018 General Election

Run Time 9:35 PM

Run Date 11/14/2018

Hidalgo County, Texas

2018 General Election

11/6/2018

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Official results

Registered Voters

3513 of 7207 = 48.74 %

Polling Places Reporting

112 of 112 = 100.00 %

114

For Commissioner District 1, City of Weslaco

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
Leo Muñoz		72	100.00%	722	100.00%	211	100.00%	1005	100.00%
	Cast Votes:	72	100.00%	722	100.00%	211	100.00%	1005	100.00%
	Undervotes:	91		578		142		811	
	Overvotes:	0		0		0		0	

RESOLUTION NO. 2018-68

STATE OF TEXAS § AN ORDER DECLARING THE RESULTS OF
COUNTY OF HIDALGO § THE CITY OF WESLACO GENERAL
CITY OF WESLACO § ELECTION OF NOVEMBER 6, 2018 TO FILL
 § TWO VACANCIES.

WHEREAS, the City Commission of the City of Weslaco resolved and ordered that a General Election be held on November 6, 2018 in the City of Weslaco, Texas for the purpose of electing two members to the Weslaco City Commission for the following positions:

CITY COMMISSIONER SINGLE MEMBER DISTRICT 1
CITY COMMISSIONER SINGLE MEMBER DISTRICT 4

WHEREAS, there came on to be considered the returns of the election held on the 6th day of November 2018 for the purpose of electing two (2) members to the City Commission.

WHEREAS, the returns of said election have been duly canvassed by the City Commission, and each of the candidates in said election having received the following votes to wit:

CITY COMMISSIONER SINGLE MEMBER DISTRICT 1

LEO MUNOZ

Votes 1005

CITY COMMISSIONER SINGLE MEMBER DISTRICT 4

LUPE GARCIA

Votes 659

GERARDO "JERRY" TAFOLLA Votes 830

IT IS, THEREFORE FOUND, DECLARED AND ORDERED by the City Commission of the City of Weslaco that the above election was duly called. The notice of said election was duly posted and that said election was held in accordance with the laws of the Texas Election Code. That at said General Election that Leo Muñoz was elected to the position of Commission Single Member District 1 and that Gerardo “Jerry” Tafolla was elected to the position of City Commission Single Member District 4 of the City of Weslaco subject to taking their oath of office.

SECTION 1: That it is further found and determined that the results of the election as canvassed and tabulated in the preamble hereof reflect the expressed desires of those persons voting at said election.

IT IS FURTHER FOUND AND DETERMINED that in accordance with the laws of the Texas Election Code the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located at City Hall, place convenient and readily accessible to the general public and said notice having been so

posted and remaining posted continuously for at least 72-hours proceeding the scheduled time of said meeting. A copy of the returns shall be attached to the minutes of this meeting and shall be made as part hereof for all intents and purposes.

PASSED, ADOPTED and APPROVED this 20th day of November 2018.

CITY OF WESLACO

David Suarez, **MAYOR and
PRESIDING OFFICER OF THE
LOCAL CANVASSING AUTHORITY**

ATTEST:

Aida Vega, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2107	
From:			
Subject: Appointment of a Mayor Pro Tem in accordance with Resolution 2017-85 and authorizing the Mayor to execute any related documents. Possible action. (Staffed by the City Secretary's Office.)			
Background: By commission action on December 17, 2017, Resolution 2017-85 was approved prescribing policy and rotation of the Mayor Pro Tempore.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: R2017-85 Mayor Pro Tem policy			
Responsibilities upon Approval: Execute and retain.			

RESOLUTION NO. 2017-85

A RESOLUTION OF THE CITY OF WESLACO ESTABLISHING AN APPOINTMENT POLICY AND ROTATION SCHEDULE FOR THE MAYOR PRO TEMPORE OF ITS COMMISSION

WHEREAS, The Weslaco City Charter prescribes that in the absence of the Mayor a Mayor Pro Tempore shall be chosen; and

WHEREAS, if the Mayor is absent or otherwise unable to act, the Mayor Pro Tempore shall serve until the Mayor returns or is able to act and has all the powers and duties of the Mayor.

NOW, THEREFORE, BE IT RESOLVED that we, the duly elected Commissioners of the City of Weslaco, resolve the City is better served by engaging its members in leadership roles.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Commission adopts this policy to rotate the duties of Mayor Pro Tempore among all six individuals serving as Commission members in accordance with the following guidelines:

1. The City Commission shall appoint the Mayor Pro Tempore on a one-year rotational basis by seniority.
2. The order of the rotation shall begin with the Commission member who has the longest tenure of total years on the Commission, followed by the Commission member with the second longest tenure, and so on.
3. When two or more members have the same tenure on the Commission, the order of rotation among those tied for tenure is determined by lot from random drawing.
4. If the office of Mayor Pro Tempore becomes vacant prior to the expiration of the annual term, the next Commission member in rotation shall assume the office for the balance of the term then the full term as scheduled by rotation.
5. The appointment of the Mayor Pro Tempore takes place at the first regular meeting following the canvass each year.
6. This policy is expected to provide an orderly and fair procedure for alternating the position of Mayor Pro Tempore but the City Commission reserves the right to deviate from this policy by majority vote as they see fit for differing circumstances.
7. For the inauguration of this policy, the following schedule is determined based on date sworn into office:

Name	Sworn into Office	Mayor Pro Tem Term
Commissioner Gerardo "Jerry" Tafolla	5/19/2009	2017-2018
Commissioner Greg Kerr	11/12/2014	2018-2019
Commissioner Letty Lopez	11/11/2015	2019-2020

Commissioner Leo Muñoz	11/11/2015	2020-2021
Commissioner Josh Pedraza	11/16/2016	2021-2022
Commissioner Jose "JP" Rodriguez	11/14/2017	2022-2023

8. Should any Commissioner cease to hold office, the name shall be removed from the rotation list and those listed below shall advance a year in expected term. Newly elected Commissioners shall be entered at the bottom of the rotation list in accordance with the date sworn and provision 3 in these guidelines; ideally, Commissioners served two continuous years on the Commission to be eligible to serve as Mayor Pro Tempore.
9. Once all seated Commissioners have had the opportunity to serve as Mayor Pro Tempore, the rotation shall repeat starting anew with the Commissioner with most seniority.

PASSED AND APPROVED this the 19th day of December 2017.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2082	
From: Joe Pedraza			
Subject: To solicit input on behalf of Elizzondo Homes for a Conditional Use Permit to operate an Event Center at 616 E. 6th St., S 109.27'-W104' Lot 13 & N129.27'-W104' Lot Harding-Gills Subdivision, Weslaco, Hidalgo County, Texas. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to operate an Event Center. Nine (9) property owners within 200 feet of the applicant's property were notified by letter on October 26, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on October 22, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on November 7, 2018. With the condition that the property owner executes an access agreement to share parking with the adjacent property.			
Kayla Arevalo Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve solicitation of public comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			

Responsibilities upon Approval:

Staff will notify applicant.



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2084	
From: Joe Pedraza			
Subject: To solicit input on behalf of Ricardo Tamez for a Conditional Use Permit for Mixed Beverage Permit and Mixed Beverage Late Hours Permit at 260 S.Texas Blvd. Suite 105, also being a 98'x90' Tract, Block 18, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit. Twenty (20) property owners within 200 feet of the applicant's property were notified by letter on October 26, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on October 22, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on November 7, 2018 with the conditions that hours of operation would be Tuesday –Thursday 5pm to 11pm and Friday - Saturday 5pm to 2am and there will be 2 security guards on duty during the late hours.			
Kayla Arevalo Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve solicitation of public comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will notify applicant.			



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2086	
From: Joe Pedraza			
Subject: To solicit input on behalf of Virginia Lozano to rezone 1611 Judi St. Also being Lot 1 & N1/2 of Lot 2 Blk 1 Sun Country Estates Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-1 Neighborhood business district. Nineteen (19) property owners within 200 feet of the applicant's property were notified by letter on October 26, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on October 22, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on November 7, 2018.			
Kayla Arevalo Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve solicitation of public comments.			
Staff Recommendation: Staff recommends denial based on 2040 Future Land use map.			
Attachments, if any:			
Responsibilities upon Approval: Staff will notify applicant.			



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2088	
From: Joe Pedraza			
Subject: To solicit input on behalf of Felipe Camacho to rezone 2416 E. Expressway 83. Also being proposed Lot 1, Camar Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway Business District. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-2 Secondary highway business District. Twelve (12) property owners within 200 feet of the applicant's property were notified by letter on October 26, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on October 22, 2018			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on November 7, 2018.			
Kayla Arevalo		Created/Initiated	
Joe Pedraza		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve solicitation of public comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will notify applicant.			



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2091	
From: Joe Pedraza			
Subject: To solicit input on behalf of Heydis Sanchez to rezone 225 S. Pleasantview. Also being Lot 4 & Part of Lot 3 Rev. M. Perez Dream Acres Subdivision Weslaco, Hidalgo County, Texas from B-1 Neighborhood business district to R-1 One-family dwelling district. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from B-1 Neighborhood business district to R-1 One-family dwelling district. Thirteen (13) property owners within 200 feet of the applicant's property were notified by letter on October 26, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Planning and Zoning recommended approval on November 7, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on November 7, 2018.			
Kayla Arevalo		Created/Initiated	
Joe Pedraza		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve solicitation of public comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will notify applicant.			



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2093	
From: Joe Pedraza			
Subject: To solicit input on behalf of RGV PorVenir LLC to rezone 2318 E. Expressway 83. Also being 1.0560.57-S14.47,N20 AC acres tract out of Farm tract 17, West Tract Subdivision a/k/a Lot 13&14, Block 9, James Black Subdivision Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-2 Secondary Highway Business District. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-2 Secondary highway business district. Fourteen (14) property owners within 200 feet of the applicant's property were notified by letter on October 26, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on October 22, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on November 7, 2018.			
Kayla Arevalo Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve solicitation of public comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			

Staff will notify applicant.



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2075	
From:			
Subject: Approval of the Minutes of the Regular Meeting on November 6, 2018 (Staffed by City Secretary's Office.) Attachment.			
Background: Record of commission action from the regular meeting on November 6, 2018.			
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):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: 18-11-06minutes			
Responsibilities upon Approval: Execute and retain.			



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

On Tuesday, November 6, 2018, at 5:33 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present

Mayor	David Suarez
Mayor Pro-Tem	Gerardo “Jerry” Tafolla
Commissioner	Greg Kerr
Commissioner	Jose “J.P.” Rodriguez
Commissioner	Letty Lopez
City Manager	Mike R. Perez
Interim City Secretary	Aida Vega
City Attorney	Juan E. Gonzalez

Also present: Sonia Flores, Interim Finance Director; Olga Garza, Interim Parks and Recreation Director; Leo Gonzalez, Information Technology Director; Joe Pedraza, Interim Planning and Code Enforcement Director; Tony Lopez, Fire Chief; Joel Rivera, Police Chief; Andrew Munoz, Airport Director; Pete Garcia, Public Works Director; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, October 31, 2018.

B. Invocation.

Father Jose F. Francisco, Saint Joan of Arc Church, led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None.

E. Roll Call.

Aida Vega, Interim City Secretary, called the roll, noting the absence of Commissioner Pedraza and Commissioner Muñoz and a quorum present.

II. PUBLIC COMMENTS

Alicia Rodriguez thanked the commission and staff in assisting with the concern of her neighbor.

III. CONSENT AGENDA

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

A. Approval of the following:

- 1) Minutes of the Regular Meeting on October 16, 2018; and
- 2) Minutes of the Special Meeting on October 23, 2018. (Staffed by City Secretary's Office.)

B. Authorization to allow the Mayor Joe V Sánchez Public Library to implement a Food for Fines program supporting local food drives and the RGV Food Bank during the Holiday Season and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)

C. Authorization of the allocation of \$65,000.00 from Capital Outlay 2019 adopted budget for the purchase of two (2) police vehicles. (Staffed by the Police Department)

D. Authorization to use the Court Technology Fund to pay the annual maintenance fee of the Court Case Management Maintenance, Police (non-Incode Interface to Court), and AcuCorp Run Time not to exceed \$10,643.63 and authorize the Mayor to execute any related documents. (staffed by Municipal Court).

E. Approval of the annual request to host the 2018 Mid-Valley Christmas Lighted Parade on Saturday, December 8, 2018 on Texas Boulevard from Pike Boulevard to Sixth Street, and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation for proposed street closure affecting state right-of-way. (Staffed by Parks and Recreation Department.)

F. Approval of renewal and payment to Rio Grande Valley Communications Group for subscription term October 1, 2018 to September 30, 2019 total of \$40,736.00 (Staffed by the Fire Department)

G. Approval on Resolution 2018-67 for the renewal of the Inter-local Agreement with Hidalgo County for the Scofflaw Program to include related agreement with Hamer Enterprises at the Municipal Court for outstanding violations and warrants and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.)

H. Approval on First Reading of Ordinance 2018-39, authorizing and allowing under the act governing the Texas Municipal Retirement System, "updated service credits" in said system

for service performed by qualifying members of such system who presently are members of the City of Weslaco; providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the city; and establishing an effective date for such actions. First Reading of Ordinance 2018-39. (Staffed by Finance Department.)

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr moved to approve consent agenda items A through H as presented. The motion carried unanimously, Mayor Suarez was present and voting.

Mayor Suarez changed the order of the day to Item V. Old Business.

V. OLD BUSINESS

A. Discussion and consideration after public hearing on behalf of the residents of Austin and Merida Streets who are requesting to close the two streets where they intersect with the drainage canal to allow for unrestricted drainage flow but will impact through traffic. Possible action. (There was no action October 16, 2018; Staffed by Planning and Code Enforcement Department.)

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

Mike Perez, City Manager, stated Halff Associates assessed the issue on the request of closure of the streets and provide a recommendation. Mr. Miles Bullion, Halff Associates, evaluated and recommended to install two 48" pipes at the two crossings. This will allow the water to convey openly to the drain ditch. They will continue with the study of drainage improvements noting the improvements with the City Engineer during construction design phase.

In response to Mayor Pro Tem Tafolla, the City Manager stated completion could be by the end of the year recommending to proceed as stated from Halff Associates.

The original motion failed unanimously. Mayor Suarez was present and voting.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr moved to approve the installation of two 48" pipes at the crossing for Meridad and Austin Street improvements. The motion carried unanimously; Mayor Suarez was present and voting.

IV. APPOINTMENTS

A. Discussion and consideration on Resolution 2018-65 appointing a member to the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department).

Commissioner Lopez, seconded by Commissioner Kerr moved to approve Resolution 2018-65 re-appointing Annette Valadez to the Ambulance Advisory Board as presented. The motion carried unanimously, Mayor Suarez was present and voting.

For the record, following is the resolution.

RESOLUTION 2018-65

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE
AMBULANCE ADVISORY BOARD.

WHEREAS, the City of Weslaco has established the Ambulance Advisory Board pursuant to Section 14-1(A) of Ordinance No. 78-39; and

WHEREAS, the terms of the members of this board are for two years; and

WHEREAS, the Ambulance Advisory Board members shall serve without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Annette Valadez is appointed to serve on the Ambulance Advisory Board and the term will begin on December 3, 2018 and will expire on December 2, 2020.

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

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Aida Vega, INTERIM CITY SECRETARY

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

B. Discussion and consideration on Resolution 2018-66 appointing a member to the Board of Directors of the Economic Development Corporation of Weslaco. Possible action. (Staffed by the Weslaco Economic Development Department).

Commissioner Kerr, seconded by Commissioner Rodriguez moved to approve Resolution 2018-66 appointing Benita R. Valadez as a member to the Board of Directors of the Economic Development Corporation of Weslaco as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution.

RESOLUTION 2018-66

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE BOARD OF DIRECTORS OF THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO

WHEREAS, the City of Weslaco has established the Economic Development Corporation pursuant to the Development Corporation Act of 1979 as amended; and

WHEREAS, the term of one member on this board of this corporation is for three years; and

WHEREAS, The Economic Development Corporation of Weslaco's board members shall serve staggered terms without compensation and limited to two (2) consecutive three (3) year terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Benita R. Valadez appointed to a term as a member of the Board of Directors of the Economic Development Corporation that will expire on 2nd of December 2021

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

CITY OF WESLACO

/s/David Suarez, MAYOR

ATTEST:

/s/Aida Vega, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

/s/Juan E. Gonzalez, CITY ATTORNEY

VI. NEW BUSINESS

A. Discussion and consideration to award the Manhole Rehabilitation Phase II to Southern Trenchless Solutions, Buyboard vendor contract no. 555-18, in the amount not to exceed \$98,400.00, and to authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works).

The City Manager recommended approval stating Phase I was completed March 2018 for a total of 32 manholes; phase II has an additional 32 manholes that have been identified in need of repairs.

Commissioner Lopez, seconded by Commissioner Rodriguez moved to approve and award the Manhole Rehabilitation Phase II to Southern Trenchless Solutions, Buyboard vendor contract no. 555-18, in the amount not to exceed \$98,400.00 as presented. The motion carried unanimously, Mayor Suarez was present and voting. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to participate with cost sharing expenses for a rate consultant for intervention on request from AEP Texas Central Company's for rate adjustment to cover losses due to natural disasters and approve settlement agreement authorizing the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)

Commissioner Kerr abstained from vote and discussion.

The City Manager stated notice had been received that AEP had filed for a rate adjustment to recover expenses from natural disasters and cities were asked to join in the cost of representation for a consultant to review. Since then there has been a settlement agreement that fairly represents AEP and the coalition of cities involved and recommended approval of participation and the settlement agreement

Commissioner Lopez, seconded by Commissioner Rodriguez moved to approve to participate with cost sharing expenses for a rate consultant for intervention on request from AEP Texas Central Company's for rate adjustment to cover losses due to natural disasters and approve settlement agreement as presented. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and voting.

C. Discussion and consideration to approve an amendment to the Inter-local Agreement with LRGVDC-911 addressing for use of their Spartan Addressing program. Possible action. (Staffed by Planning and Code Enforcement).

Joe Pedraza, Interim Planning and Code Enforcement Director, recommended approval stating the amendment outlines the Extraterritorial Jurisdiction is included in the addressing program.

Commissioner Rodriguez, seconded by Commissioner Lopez moved to approve amendment to the Inter-local Agreement with LRGVDC-911 addressing for use of their Spartan Addressing as presented. The motion carried unanimously, Mayor Suarez was present and voting.

D. Ordinance 2018-38 amending the Code of Ordinances Chapter 98 Parks and Recreation by adding to Article I Section 98-15 "Dockless Vehicle Permits: Licenses, Permits and Miscellaneous Regulations," supporting a Valley-wide bike share initiative as coordinated by the Lower Rio Grande Valley Development Council. Possible action. (First reading held October 16, 2018; Staffed by City Manager's Office.)

The City Manager recommended no action stating the Lower Rio Grande Development Council has suspended the BikeShare Launch for further evaluation.

There was no action.

E. Discussion and consideration to approve payment to Republic Services in the amount of \$149,426.41 for flood debris removal for total payment to date in the amount of \$591,637.50. Possible action. (Staffed by Planning and Code Enforcement.)

Joe Pedraza recommended approval stating the payment is for the continuous service of debris pickup resulting from the flood event.

Commissioner Rodriguez, seconded by Commissioner Kerr moved to approve payment to Republic Services in the amount of \$149,426.41, as presented. The motion carried unanimously, Mayor Suarez was present and voting.

F. Discussion and authorization to purchase Outdoor Fitness Equipment for the North Side Sports Complex from Kraftsman/Greenfields Outdoor Fitness in the total amount not to exceed \$150,000.00 through Buyboard Contract #512-16. Possible Action. (Staffed by Parks and Recreation Department)

Olga Garza, Interim Parks and Recreation Director, stated Knapp Community Care Foundation has allotted funds through a grant for equipment for the proposed North Side Complex park project; invoicing and supporting documentation is needed to receive grant funds. Staff recommends approval to purchase the equipment noting cost would be \$116,000 that would be reimbursed from the grant proceeds.

Commissioner Lopez, seconded by Commissioner Rodriguez moved to approve purchase Outdoor Fitness Equipment for the North Side Sports Complex from Kraftsman/Greenfields Outdoor Fitness in the total amount not to exceed \$150,000.00 as presented. The motion carried unanimously, Mayor Suarez was present and voting.

G. Discussion and consideration to award RFB No. 2018-19-01 Waterworks Collection and Distribution Materials to the most advantageous bidder, Ferguson Waterworks, for a period of one year. Purchases are to be made on an as needed basis and should not exceed \$300,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works)

Pete Garcia, Public Works Director, stated this is the annual process for solicitation of materials for repairs as necessary; materials will be purchased as needed and monies are budgeted. Staff recommends approval of Ferguson Waterworks as the most advantageous respondent.

Commissioner Lopez, seconded by Commissioner Rodriguez moved to approve and award RFB No. 2018-19-01 Waterworks Collection and Distribution Materials to the most advantageous bidder, Ferguson Waterworks, for a period of one year. Purchases are to be made on an as needed basis and should not exceed \$300,000.00, as presented. The motion carried unanimously, Mayor Suarez was present and voting.

VII. REPORTS

A. Report by Siemens Technologies on Performance Contracting Agreement

Chad Nobles, Siemens Technologies, reported lighting retrofits 100% complete; HVAC replacement (11 new units) complete; HVAC Armor and re-commissioning complete; traffic signal retrofits addressing ADA compliance to be completed by December and updated meter count 10,912. Concerns raised of high consumption showed an error of billing days identified and corrected. Project completion is early December with contractual obligation by February.

VIII. EXECUTIVE SESSION

At 6:19 p.m. Kerr, seconded by Commissioner Lopez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:11p.m. Mayor Suarez announced 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 §551.074 of the Texas Government Code.

There was no action.

B. Personnel - Discussion with the City Manager regarding employment of an Interim City Secretary as authorized by §551.074 of the Texas Government Code.

Commissioner Lopez, seconded by Commissioner Kerr, moved to appoint Aida Vega, Interim City Secretary. The motion carried; Mayor Suarez was present and voting.

C. Personnel - Discussion regarding the Arbitration of Appeal for Liliana Campos as authorized by §551.074 of the Texas Government Code.

There was no action.

D. 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) as authorized by §551.071 of the Texas Government Code.

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

There was no action.

F. Real Property – Consultation with City Attorney on the purchase of real property legally described as Chelsea Park W6.83AC GR 5.22AC Net on Border Avenue as authorized by §551.072 of the Texas Local Government Code.

There is no action.

G. Real Property – Consultation with City Attorney on the purchase of real property legally described as West Tract W3.67AC-S10AC-N20AC FT 685 at Dawson and Oregon Streets as authorized by §551.072 of the Texas Local Government Code.

There was no action.

H. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related to Project Catherine as authorized by §551.087 of the Texas Government Code.

Commissioner Lopez, seconded by Commissioner Rodriguez, moved to approve the terms of the Economic Development incentive program related to Project Catherine as discussed in executive session. The motion carried; Mayor Suarez was present and voting.

X. ADJOURNMENT

Commissioner Kerr, seconded by Commissioner Lopez moved to adjourn the meeting at 7:12 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

INTERIM CITY SECRETARY, Aida Vega

MAYOR PRO-TEM, Gerardo “Jerry” Tafolla

ABSENT
COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Letty Lopez

ABSENT

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2077
From:		
Subject: Ordinance 2018-39, authorizing and allowing under the act governing the Texas Municipal Retirement System, "updated service credits" in said system for service performed by qualifying members of such system who presently are members of the City of Weslaco; providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the city; and establishing an effective date for such actions. (First reading held November 2, 2018; staffed by Finance Department.)		
Background: The City can opt to adopt updated service credits and annuity adjustments as a benefit to present and future retirees by passage of this ordinance. The City's contribution will be increased by about .24%		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega	Created/Initiated	
Sonia Flores	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Approve.		
Attachments, if any: TMRS, O2018-39 TMRS		
Responsibilities upon Approval:		



October 8, 2018

Via E-Mail

Mr. Mike Perez
City Manager
City of Weslaco
255 South Kansas Ave.
Weslaco, TX 78596-6158

Dear Mike:

We are pleased to enclose an ordinance for your city to adopt:

***50% Updated Service Credit, including Transfers
&
30% CPI Increase to Annuitants
Ad Hoc (one time only basis)***

With the adoption of these additional benefits, your city's contribution rate beginning January 1, 2019 will be **8.16%**

We would appreciate receiving a copy of this ordinance as soon as possible after its adoption.

If you have any questions or need additional assistance, please contact me at 1-800-924-8677.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Eric W. Davis'.

Eric W. Davis
Deputy Executive Director

Plan Change Study

01354 Weslaco

Proposed Plans

GRID 2019

For Informational Purposes Only

Effective Date - January 1, 2019

Report Date - October 8, 2018

Plan Provisions

Deposit Rate
Matching Ratio
Updated Service Credit
Transfer USC **
Annuity Increase
20 Year/Any Age Ret.
Vesting

Contribution Rates

Normal Cost Rate
Prior Service Rate
Retirement Rate
Supplemental Death Rate
Total Rate
Unfunded Actuarial Liability
Amortization Period
Funded Ratio
Phase-In Total Rate

Current	1
7.00%	7.00%
2 to 1	2 to 1
0%	50%✓
No	Yes✓
0%	30%✓
Yes	Yes
5 years	5 years
2019	2019
5.28%	5.28%
2.48%	2.72%
7.76%	8.00%
0.16% (A & R)	0.16% (A & R)
7.92%	8.16%✓
\$3,195,531	\$3,429,970
25 years	25 years
92.1%	91.5%
N/A	N/A

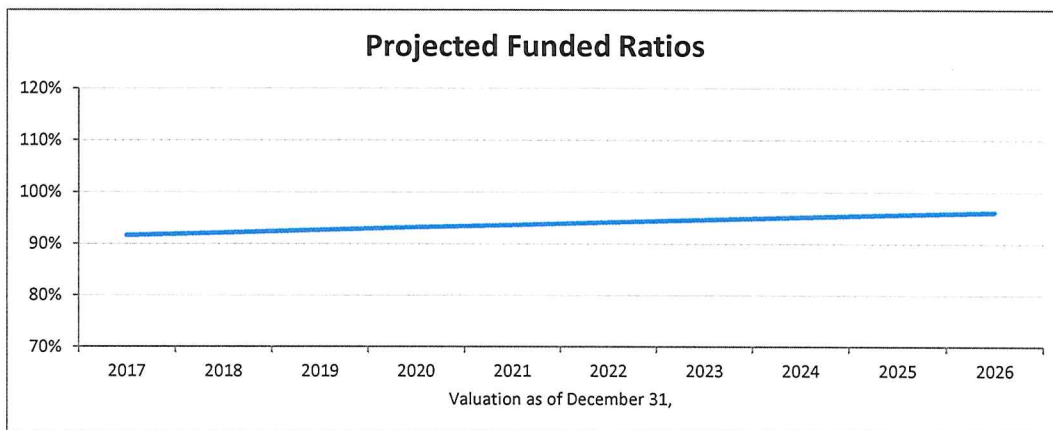
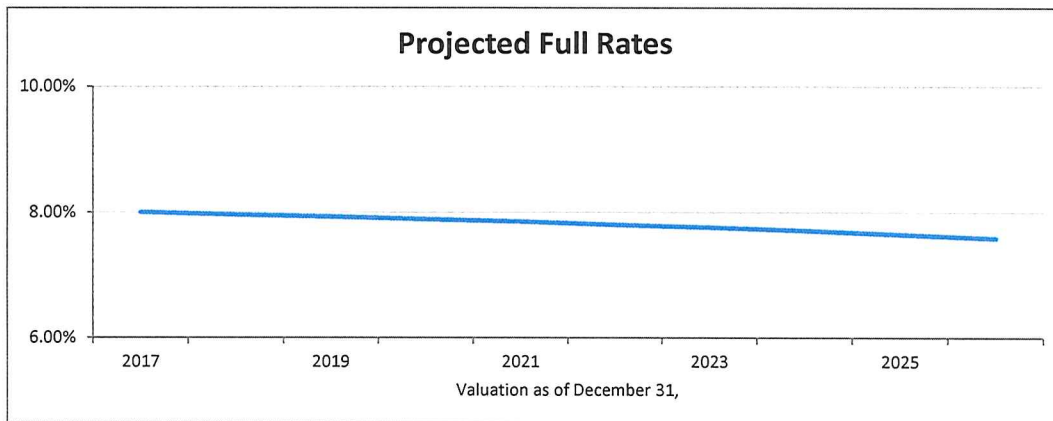
**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 19 eligible transfer employees on the valuation date.

Projection of Valuation Results - Pension Only

1354, Weslaco

Summary of Proposed Benefit Provisions			
Employee Contribution Rate	7.00%	USC	50% Ad Hoc with Transfer
Employer Match Rate	2 - 1	COLA	30% Ad Hoc
Vesting	5 years	Retirement Eligibility	Age 60 with 5 years of service or 20 years of service

Calendar Year	Projection Results							
	2018	2019	2020	2021	2022	2023	2024	2025
Full Rate	7.99%	8.00%	7.96%	7.93%	7.89%	7.85%	7.80%	7.76%
Estimated Contribution	817,454	834,847	847,286	860,975	873,765	886,722	898,695	911,968
Funded Ratio	91.5%	92.0%	92.6%	93.1%	93.6%	94.1%	94.6%	95.1%

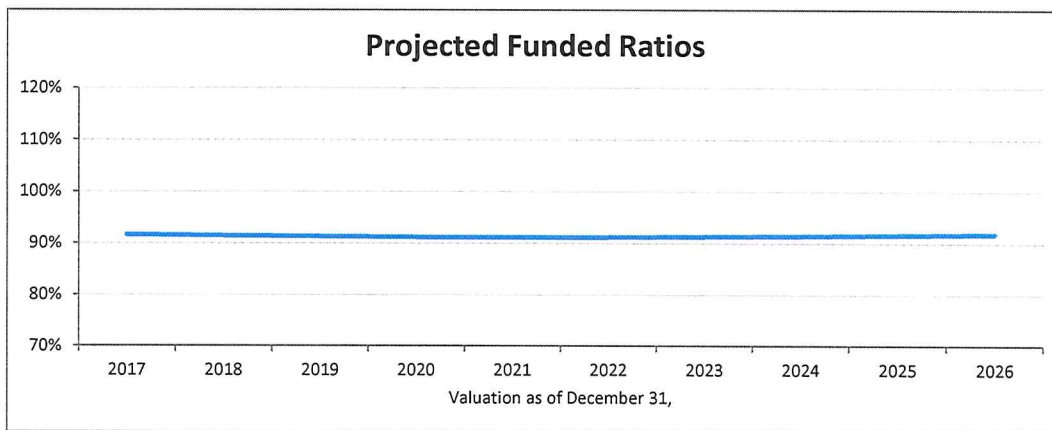
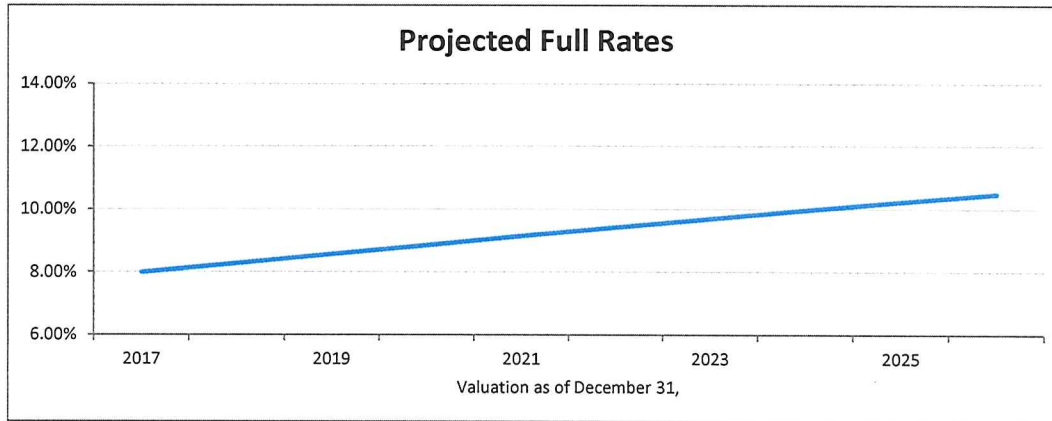


Projection of Valuation Results - Pension Only

1354, Weslaco

Summary of Proposed Benefit Provisions			
Employee Contribution Rate	7.00%	USC	Yearly 50% Ad Hocs with Transfer
Employer Match Rate	2 - 1	COLA	Yearly 30% Ad Hocs
Vesting	5 years	Retirement Eligibility	Age 60 with 5 years of service or 20 years of service

Calendar Year	Projection Results							
	2018	2019	2020	2021	2022	2023	2024	2025
Full Rate	7.99%	8.00%	8.28%	8.57%	8.86%	9.15%	9.43%	9.71%
Estimated Contribution	817,454	834,847	881,348	930,461	981,186	1,033,567	1,086,499	1,141,135
Funded Ratio	91.5%	91.4%	91.2%	91.1%	91.1%	91.1%	91.2%	91.4%





ORDINANCE 2018-39

TMRS-USC T CPI

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO PRESENTLY ARE MEMBERS OF THE CITY OF WESLACO; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR SUCH ACTIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESLACO, TEXAS:

Section 1. Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.403 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS ACT"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date has at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of said title) in an amount that is **50%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of said title). The Updated Service Credit hereby allowed shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(b) On the terms and conditions set out in Section 853.601 of said title, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, and who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on 1st day of January of the calendar year preceding such allowance, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said 853.601.

(c) In accordance with the provisions of subsection (d) of Section 853.401 of said title, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the date aforesaid on the full amount of such person's earnings as an employee of the City.

Section 2. Increase in Retirement Annuities.

(a) On terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Government Code, as amended, the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of this City under current service annuities and prior service annuities arising from service by such employees to this City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of annuity increase under this Section is computed as the sum of the prior and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **30%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this ordinance.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereby.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of this City and of its account in the Benefit Accumulation Fund of the System.

Effective Date Subject to approval by the Board of Trustees of Texas Municipal Retirement System, the updated service credits and increases in retirement annuities granted hereby shall be and become effective on the **1st day of January, 2019**.

Passed and approved this the 6th day of November 2018.

Passed and approved this th 20th day of November 2018.

ATTEST:

APPROVED:

Aida Vega, Interim City Secretary

David Suarez, Mayor



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2100	
From: joel			
Subject: Approval on the continuance on the Memorandum of Understanding with FBI Rio Grande Valley Safe Streets Task Force and Weslaco Police Department and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this MOU is to delineate the responsibilities of the Rio Grande Valley Safe Streets Task Force (RGVSSTF) personnel formalize relationship between participating agencies for policy guidance, planning, training, public and media relationships; and maximize inter-agency cooperation.			
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: Previous MOU was signed by Chief Mike Kelly on June 17, 2013			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Roxanne Saavedra		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends acceptance and approval of this MOU.			
Attachments, if any: FBI RGVSSTF MOU 2018			
Responsibilities upon Approval: Weslaco Police Department will file executed document and process accordingly.			

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**FEDERAL BUREAU OF INVESTIGATION
RIO GRANDE VALLEY SAFE STREETS TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Weslaco, Texas Police Department. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the Rio Grande Valley Safe Streets Task Force (RGVSSTF) personnel formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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SUPERVISION AND CONTROL

A. Supervision

5. Overall management of the SSTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the San Antonio Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the Safe Streets Task Force Coordinator (Task Force Coordinator). Either the SSTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.
7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
8. SSTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
9. SSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
10. Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.

B. Case Assignments

11. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
12. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSTF Supervisor.
13. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.

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14. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

15. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

16. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.
17. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
18. SSTF investigative leads outside of the geographic areas of responsibility for FBI San Antonio Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF. These disclosures will be consistent with applicable FBI guidelines.
20. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
21. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

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22. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
23. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
25. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
26. Records and reports generated in SSTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.
27. SSTF investigative records maintained at the San Antonio Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SSTF personnel.
29. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.
30. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
31. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or

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Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

32. No information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
33. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
34. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
35. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
36. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
37. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

PROSECUTIONS

38. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
39. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the

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evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.

40. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

41. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
42. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
43. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

44. All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES¹

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

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45. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

47. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

48. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.
49. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

50. In furtherance of this MOU, employees of LEA may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to LEA SSTF personnel will require the execution of a separate Vehicle Use Agreement.
51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.
52. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by LEA SSTF personnel, except where liability may fall

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under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by LEA task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
54. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by LEA SSTF personnel which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

55. The FBI and LEA remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
56. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LEA for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

57. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

FUNDING

58. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by

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each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

59. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.
60. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

DISPUTE RESOLUTION

61. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.
62. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

63. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
64. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO SSTF AND SECURITY CLEARANCES

65. If an LEA candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
66. If, for any reason, the FBI determines that an LEA candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.
67. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

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68. Before receiving unescorted access to FBI space identified as an open storage facility, SSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
69. Upon departure from the SSTF, each individual whose assignment to the SSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

70. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.
71. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the SSTF or otherwise relating to the SSTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the SSTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
72. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any SSTF personnel.
73. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named

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Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI San Antonio Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSTF personnel.

74. Liability for any conduct by SSTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

DURATION

75. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
76. Any participating agency may withdraw from the SSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.
77. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

MODIFICATIONS

78. This agreement may be modified at any time by written consent of all involved agencies.
79. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

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SIGNATORIES

Christopher Combs
Special Agent in Charge
FBI-San Antonio Division

Date

Joel Rivera
Chief of Police
Weslaco Police Department

Date

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Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2101	
From: Pete Garcia			
Subject: Authorization to award RFB No. 2018-19-02 for the Rehab of the Water Tower located at 8th & Bridge St. to the most advantageous bidder, Maguire Iron, Inc., in the amount not to exceed \$106,000.00 and authorize the Mayor to execute any related documents. (staffed by Public Works.)			
Background: On October 16, 2018 the City Commission authorized staff to solicit bids for RFB No. 2018-19-02.			
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):			
Lucy Espinoza		Created/Initiated	
Pete Garcia		Approved	
Sonia Flores		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval for the above mentioned.			
Attachments, if any: 2018-19-02 TABULATION, Maguire Iron Contract 2			
Responsibilities upon Approval:			

City of Weslaco
RFB No.: 2018-19-02
Bid Tabulation

Maguire Iron, Inc.
Gene Jones, Jr.
P.O. Box 1446
Sioux Falls, SD 57104
605-334-9749

Bid Bond

Addendum Acknowledged
\$ 106,000.00

Completion date: 1/1/2019

PittsburgTank & Tower
Patrick Heltsley
1 Watertank Place
Henderson, KY 42420
270-826-9000

Bid Bond

Addendum Acknowledged
\$ 154,575.00

Completion date: To be determined

N.G. Painting
Nick Gramatikakis
1225 Bandera Hwy
Kerrville, Tx 78028
830-257-5940

Bid Bond

Addendum "NOT" Acknowledged
\$ 165,000.00

Completion date: 1/15/2019

TMI Coatings
Tracy Gliori
3291 Terminal Drive
St. Paul, MN 55121
651-452-6100

Bid Bond

Addendum Acknowledged
\$ 194,000.00

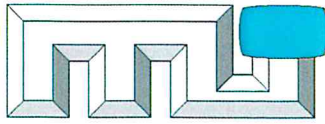
Completion date: 2/28/2019

Classic Protective Coatings
Ray Witke
N7670 State Hwy 25
Menomonie, WI 54751
715-233-6267

Bid Bond

Addendum Acknowledged
\$ 244,950.00

Completion date: 4/1/2019



Maguire Iron, Inc.

PO Box 1446
Sioux Falls, SD 57101
P: 605-334-9749
F: 605-334-9752

www.maguireiron.com

CONTRACT

This contract made and entered into this 5th day of November, 2018 by and between the City of Weslaco, Texas hereinafter called the "Owner" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" for and in consideration of the mutual covenants and promises hereinafter contained.

WITNESSETH:

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

Exterior

- High pressure wash
- Hand tool clean all rusted, abraded, and exposed steel
- Spot Prime Coat of Sherwin Williams ProCryl Universal Primer
- Finish Coat of Sherwin Williams Pro Industrial Acrylic
- Repaint existing logo "Weslaco" on two side of tank

Interior

- Interior cleanout of sediment while tank is drained.

Steel Work

- Provide and install Altitude valve per specifications

Work expected to be completed by January 31, 2019 if awarded by November 20, 2018

Total: \$106,000.00

Owner is responsible for disposal or salvage of all remaining material to include spent blast media, paint containers, and other job site related material.

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

Terms: Net 30 days from acceptance and invoicing. A service charge of 1 ½% per month (annual rate of 18%) will be charged on past due accounts.

Maguire Iron, Inc. reserves the right to impose fuel or other surcharges in effect at the time of project performance. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. If there is any sandblasting involved in the work, Owner will be responsible for collection and disposal of any and all blast media.

Maguire Iron, Inc. will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner.

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

Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State.

Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

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

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

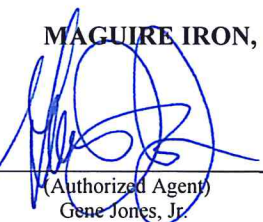
Owner _____

By _____
(Title)

By _____
(Title)

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

MAGUIRE IRON, INC.

By  _____ 06/07/18
(Authorized Agent) (Date)
Gene Jones, Jr.



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-1874	
From:			
Subject: Approval to Terminate Airport Ground Lease Agreements with Tenant Terry Barbee D/B/A WTB Trading Co., for Hangars W12, W13, W14, W26 and W28 and Approval of Mid Valley Airport Lease Agreements with Tenant Clifford Robert Gardner, Jr. for Hangars W12, W13, W14, W26 and W28 and authorize the Mayor to execute any related documents. (Staffed by Airport.)			
Background: As per the request of the City Commission regarding the sale of hangars, staff is presenting a Bill of Sale for Hangars W12, W13, W14, W28 and W26 from Terry Barbee D/B/A WTB Trading Co., to Clifford Robert Gardner Jr. The proposed ground lease agreements are for a base five (5) years with a one five (5) year renewal option with a capped three (3%) percent CPI review every three years for each hangar. The hangars are located on the west side of the airport.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Airport Advisory Board does not approve revenue agreements/contracts. The Board did approve the ground lease agreement template.			
Andrew Muñoz		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Gardner Insurance, Bill of Sale_Gardner Jr., Clifford Robert, W12_Gardner Jr., Clifford Robert, W13_Gardner Jr., Clifford Robert, W14_Gardner Jr., Clifford Robert, W26_Gardner Jr., Clifford Robert, W28_Gardner Jr., Clifford Robert			
Responsibilities upon Approval:			

CERTIFICATE OF INSURANCE

CERTIFICATE DATE: 11/6/2018

CERTIFICATE HOLDER:

City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596

POLICY HOLDER:

Clifford Robert Gardner, Jr.
7101 West Business 83, Unit 61
Harlingen, TX 78552

This is to certify that the following policy(s), subject to the terms and conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s) the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: GL

Insurance Company: Old Republic Insurance Company

Policy Number: TBA

Policy Period: 11/6/2018 to 11/6/2018

Premises Liability –

Combined Single Limit Bodily Injury and Property Damage \$1,000,000 Each Occurrence

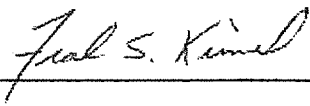
THE FOREGOING EVIDENCE OF COVERAGE IS NOT VERBATIM OF POLICY CONDITIONS, LIMITATIONS OR LANGUAGE; THE POLICY(S) REPRESENTED BY THIS CERTIFICATE ARE NOT AMENDED IN ANY WAY UNLESS SO STATED ON THIS CERTIFICATE.

Additional Insured – City of Weslaco is included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

This Certificate is only valid provided that all terms and conditions of the policy have been met by the named insured.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE **30 DAYS WRITTEN NOTICE** TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

Kimmel Aviation Insurance Agency, Inc.
442 Airport Road
Greenwood, MS 38930 (662) 455-3003 Fax: (662) 455-1611


Authorized Signature

BILL OF SALE

TERRY BARBEE (the "Seller"), in consideration of the sum of FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS in hand paid by CLIFFORD ROBERT GARDNER, JR., (the "Purchaser"), the receipt and sufficiency of which is hereby acknowledged, does hereby release, transfer, bargain, sell and convey unto Purchaser, its successors and assigns, all of Seller's interest in and to the improvements located in Hanger W12, Hanger W13, Hanger W14, Hanger W26 and Hanger W28, in the Weslaco Mid Valley Airport as such is defined in the certain Lease Agreements for such hangars by and between the City of Weslaco, Hidalgo County, Texas as "Lessor" and Seller as "Lessee" and as more particularly described by the tax account numbers described on Exhibit "A" attached hereto and incorporated herein.

Seller does hereby warrant that all such property is free and clear of all liens and encumbrances. Seller does hereby covenant with Purchaser that Seller has good right to sell, transfer, convey and assign all of its right, title and interest in the same to Purchaser.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale this 7th day of November, 2018.

SELLER:

Terry Barbee
TERRY BARBEE

11/2/18
Date

PURCHASER:

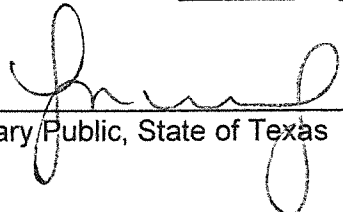
Clifford Robert Gardner, Jr.
CLIFFORD ROBERT GARDNER, JR.

11/07/18
Date

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on this 7th day of November, 2018,
by **TERRY BARBEE.**



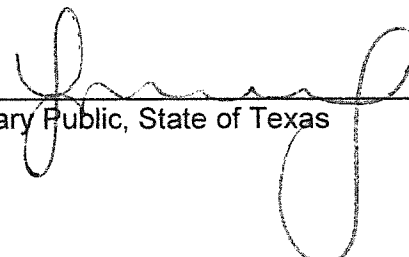


Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on this 7th day of November, 2018,
by **CLIFFORD ROBERT GARDNER, JR.**





Notary Public, State of Texas

Exhibit "A"

- 1) Hanger W12
Account Number W3800-98-009-0012-00
- 2) Hanger W13
Account Number W3800-98-009-0013-03
- 3) Hanger W14
Account Number W3800-98-009-0014-00
- 4) Hanger W26
Account Number W3800-98-009-0026-00
- 5) Hanger W28
Account Number W3800-98-009-0028-01

Lease Agreement

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

This lease is entered into this _____ day of _____, 2018, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the “Lessor” and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as “Airport” and Clifford Robert Gardner, Jr., hereinafter referred to as “Lessee” who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,320 sq. ft.** (W12) of land more particularly described as set forth in Exhibit “A” which is attached and incorporated by reference, hereinafter referred to as the lease premises.
- B) Premises shall be designated as W12, measuring 44’ feet x 30’ feet as described in Exhibit A.

Section 2. Term

- A) This lease shall be for the term of **5 years**. Thereafter, this lease may be renewed for a subsequent **5-year** extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.


Lessee Initials

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

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly the sum of \$27.50 for an annual sum of \$330.00. The first month's payment is to be made on the 1st day of December. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

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

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

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

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


Lessee Initials

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

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

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and


Lessee Initials

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

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


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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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


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

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

Section 7. Hold Harmless

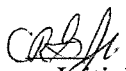
- A) Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event


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facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

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

Section 10. Exclusions

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

Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

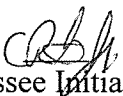
Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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


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B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


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C) Notice to Lessee to be sent to:

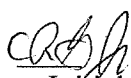
Lessee Name: Clifford Robert Gardner, Jr.
Address: 7101 West Business 83, Unit 61
Harlingen, TX 78552


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

Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts therefrom. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION,

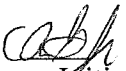

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PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

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

against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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


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EXECUTED this _____ day of _____, 2018.

City of Weslaco, Hidalgo County, Texas

Mayor

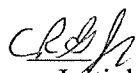
Approved as to Form:

City Attorney

Attest: _____
City Secretary

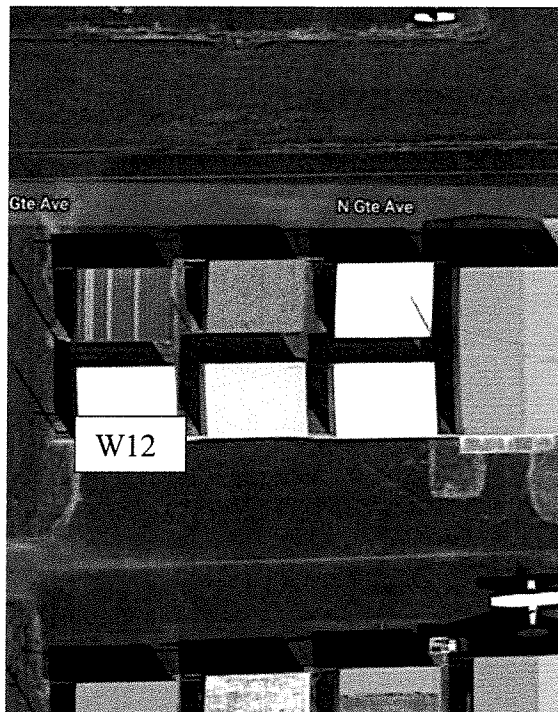


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“EXHIBIT A”

HANGAR W12
44' x 30'



Lease Agreement

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

This lease is entered into this _____ day of _____, 2018, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Clifford Robert Gardner, Jr., hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,290 sq. ft.** (W13) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.
- B) Premises shall be designated as W13, measuring 43' feet x 30' feet as described in Exhibit A.

Section 2. Term

- A) This lease shall be for the term of **5 years**. Thereafter, this lease may be renewed for a subsequent **5-year** extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.


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

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly the sum of \$26.88 for an annual sum of \$322.50. The first month's payment is to be made on the 1st day of December. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

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

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

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

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


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

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

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and


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

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


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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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


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

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

Section 7. Hold Harmless

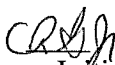
- A) Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event


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facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

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

Section 10. Exclusions

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


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Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

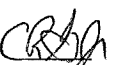
Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

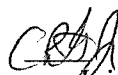

Lessee Initials

B) Notice to Lessor is to be sent to:

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

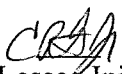
with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


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C) Notice to Lessee to be sent to:

Lessee Name: Clifford Robert Gardner, Jr.
Address: 7101 West Business 83, Unit 61
Harlingen, TX 78552


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

Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION,


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PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

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


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against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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


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EXECUTED this _____ day of _____, 2018.

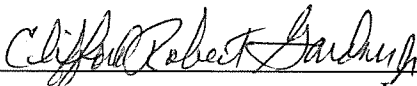
City of Weslaco, Hidalgo County, Texas

Mayor

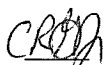
Approved as to Form:

City Attorney

Attest: _____
City Secretary

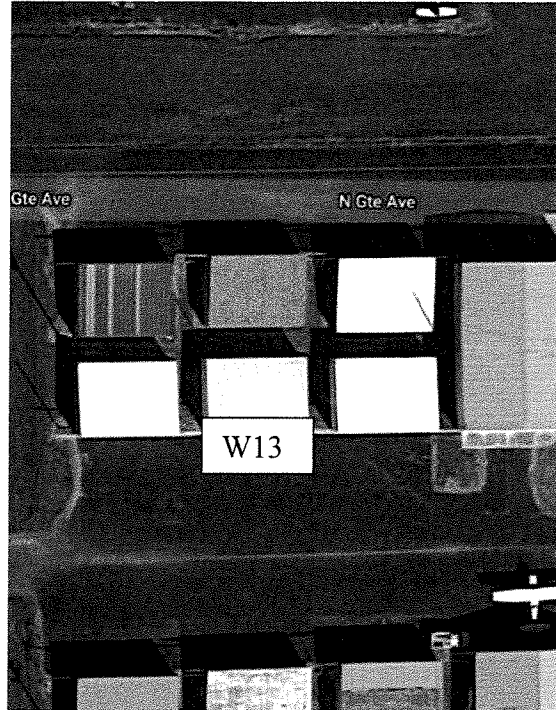


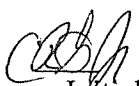
Lessee


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“EXHIBIT A”

HANGAR W13
43' x 30'




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Lease Agreement

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

This lease is entered into this ____ day of _____, 2018, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Clifford Robert Gardner, Jr., hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. **Lease Premises**

- A) Lessor does hereby lease to Lessee approximately **1,333 sq. ft.** (W14) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.
- B) Premises shall be designated as W14, measuring 43' feet x 31' feet as described in Exhibit A.

Section 2. **Term**

- A) This lease shall be for the term of **5 years**. Thereafter, this lease may be renewed for a subsequent **5-year** extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.


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

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly the sum of \$27.77 for an annual sum of \$333.25. The first month's payment is to be made on the 1st day of December. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

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

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

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

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


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

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

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and


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

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


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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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


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

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

Section 7. Hold Harmless

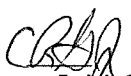
- A) Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event


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facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

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

Section 10. Exclusions

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


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Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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


Lessee Initials

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Clifford Robert Gardner, Jr.
Address: 7101 West Business 83, Unit 61
Harlingen, TX 78552


Lessee Initials

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

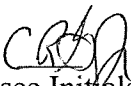
Section 14. Miscellaneous

- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION,


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PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

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


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against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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

EXECUTED this _____ day of _____, 2018.

City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

Attest: _____
City Secretary

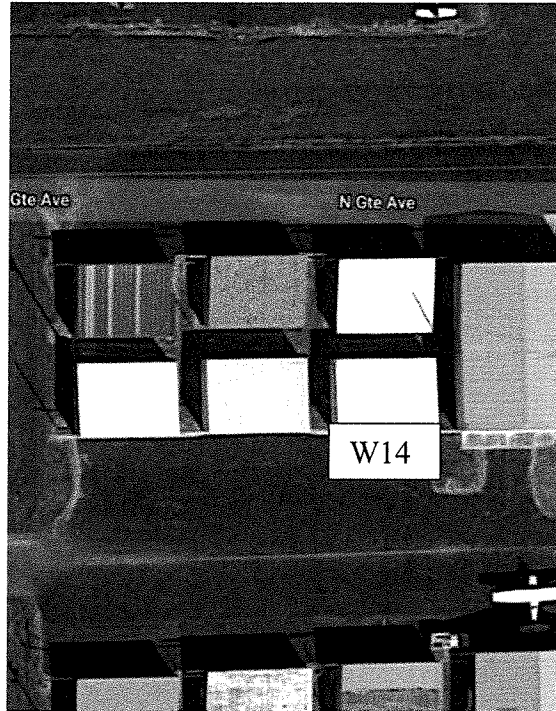


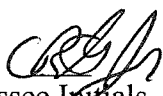
Lessee


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“EXHIBIT A”

HANGAR W14
43' x 31'




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Lease Agreement

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

This lease is entered into this ____ day of _____, 2018, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Clifford Robert Gardner, Jr., hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

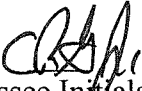
NOW THEREFORE, in consideration of the terms, premises, and mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee covenant and agree as follows:

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,344 sq. ft.** (W26) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.
- B) Premises shall be designated as W26, measuring 42' feet x 32' feet as described in Exhibit A.

Section 2. Term

- A) This lease shall be for the term of **5 years**. Thereafter, this lease may be renewed for a subsequent **5-year** extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.


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

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly the sum of **\$28.00** for an annual sum of **\$336.00**. The first month's payment is to be made on the 1st day of December. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

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

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

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

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


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

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

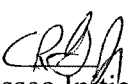
Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and


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

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


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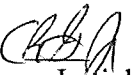
- L) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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


Lessee Initials

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

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

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event

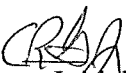

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facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

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

Section 10. Exclusions

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


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Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

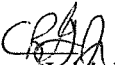
Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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


Lessee Initials

B) Notice to Lessor is to be sent to:

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

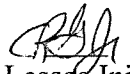
with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


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C) Notice to Lessee to be sent to:

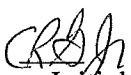
Lessee Name: Clifford Robert Gardner, Jr.
Address: 7101 West Business 83, Unit 61
Harlingen, TX 78552


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

Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION,


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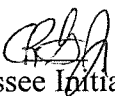
PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

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


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against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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


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EXECUTED this _____ day of _____, 2018.

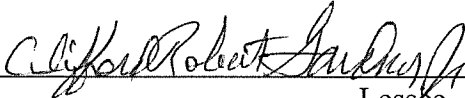
City of Weslaco, Hidalgo County, Texas

Mayor

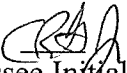
Approved as to Form:

City Attorney

Attest: _____
City Secretary

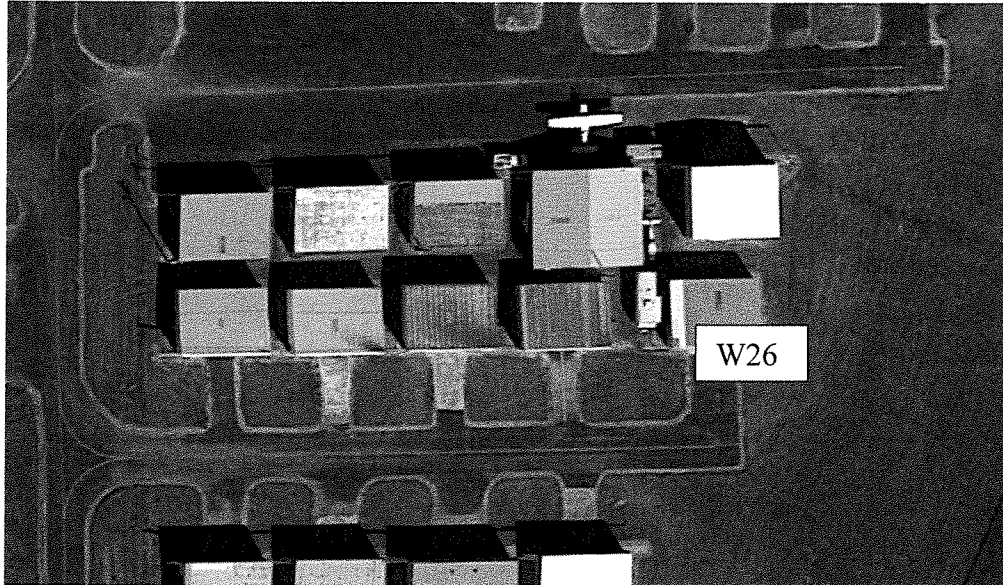


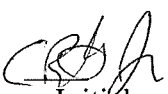
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“EXHIBIT A”

HANGAR W26
42' x 32'




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Lease Agreement

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

This lease is entered into this ____ day of _____, 2018, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Clifford Robert Gardner, Jr., hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

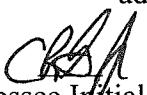
NOW THEREFORE, in consideration of the terms, premises, and mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee covenant and agree as follows:

Section 1. **Lease Premises**

- A) Lessor does hereby lease to Lessee approximately **1,376 sq. ft.** (W28) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.
- B) Premises shall be designated as W28, measuring 32' feet x 43' feet as described in Exhibit A.

Section 2. **Term**

- A) This lease shall be for the term of **5 years**. Thereafter, this lease may be renewed for a subsequent **5-year** extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.


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

Section 3. Consideration

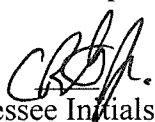
A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly the sum of \$28.66 for an annual sum of \$344.00. The first month's payment is to be made on the 1st day of December. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

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

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

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

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


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

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

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and


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

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


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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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


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

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

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event

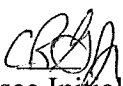

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facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

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

Section 10. Exclusions

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


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Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

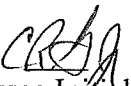
Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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


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B) Notice to Lessor is to be sent to:

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

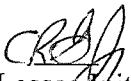
with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


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C) Notice to Lessee to be sent to:

Lessee Name: Clifford Robert Gardner, Jr.
Address: 7101 West Business 83, Unit 61
Harlingen, TX 78552


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

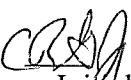
Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION,


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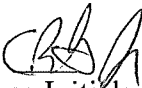
PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
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- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense except to the extent required by the Texas Public Information Act.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
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against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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


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EXECUTED this _____ day of _____, 2018.

City of Weslaco, Hidalgo County, Texas

Mayor

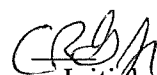
Approved as to Form:

City Attorney

Attest: _____
City Secretary

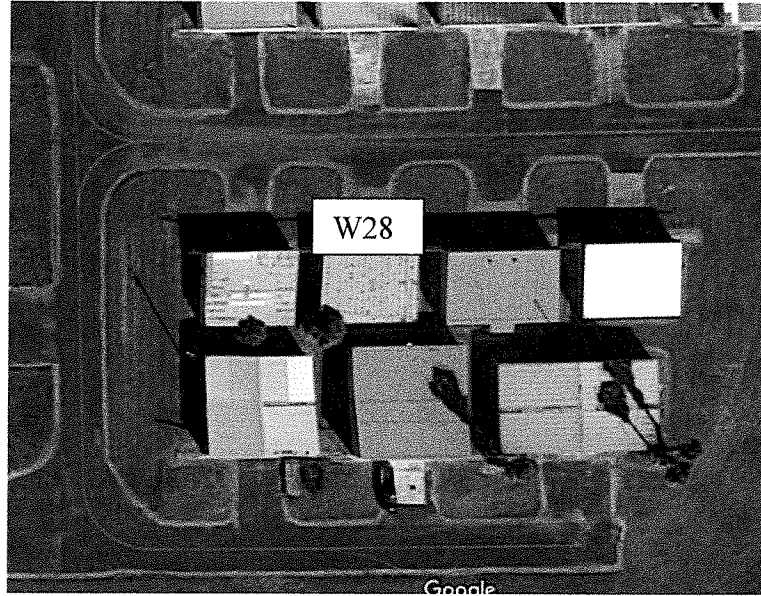


Lessee


Lessee Initials

“EXHIBIT A”

HANGAR W28
32' x 43'




Lessee Initials



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2017-1185	
From:			
Subject: Approval of a Mid Valley Airport Ground Lease Agreement with Tenant Jerry Gifford for Hangar W8 and authorize the Mayor to execute any related documents. (Staffed by Airport.)			
Background: Over the course of the past year, the Airport Advisory Board worked with Airport Staff, KSA, TXDOT and the City Attorney's office to draft the ground lease agreement template and negotiate the ground lease rate increases. The ground lease agreement being presented is for a hangar located on the west side of the airport with a base term of five (5) years with one renewal of five (5) years at a rate of \$0.25 per square foot. A three percent (3%) CPI review is included with a cap of three (3) percent.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Airport Advisory Board approved the Airport Lease rates and Lease templates at previous scheduled meetings.			
Andrew Muñoz Andrew Muñoz Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Airport staff recommends approval.			
Attachments, if any: W8_Gifford, Jerry			
Responsibilities upon Approval:			

Lease Agreement

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

This lease is entered into this _____ day of _____, 2018, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the “Lessor” and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as “Airport” and Jerry Gifford, hereinafter referred to as “Lessee” who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,200 sq. ft.** (W8) of land more particularly described as set forth in Exhibit “A” which is attached and incorporated by reference, hereinafter referred to as the lease premises.
- B) Premises shall be designated as W8, measuring 30’ feet x 40’ feet as described in Exhibit A.

Section 2. Term

- A) This lease shall be for the term of **5 years**. Thereafter, this lease may be renewed for a subsequent **5-year** extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.

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

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of **\$ 300.00**. The first year's payment is to be made on the 1st day of December. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

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

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

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

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

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

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

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and

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

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

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

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

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

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

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event

facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

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

Section 10. Exclusions

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

Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Jerry Gifford
Address: 1277 200th Street
Hiawatha, KS 66434-8508

Lessee Initials

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

Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION,

Lessee Initials

PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

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

against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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

EXECUTED this _____ day of _____, 2018.

City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

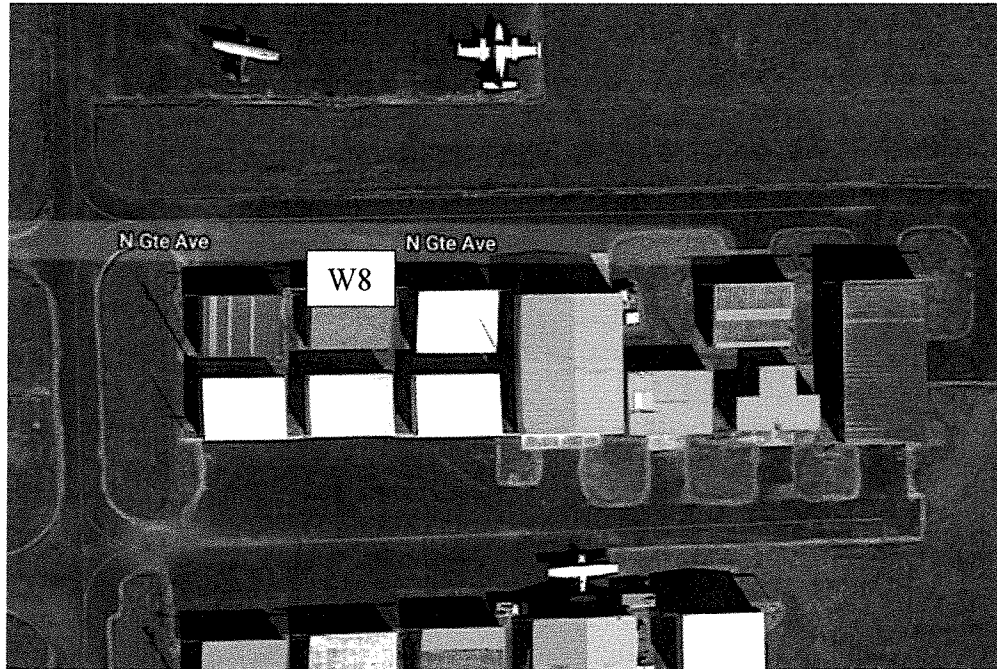
Attest: _____
City Secretary

Lessee

Lessee Initials

“EXHIBIT A”

HANGAR W8
30' x 40'





Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2083	
From: Joe Pedraza			
Subject: Discussion and consideration after public hearing on behalf of Elizzondo Homes to approve a Conditional Use Permit to operate an Event Center at 616 E. 6th St., S 109.27'-W104' Lot 13 & N129.27'-W104' Lot Harding-Gills Subdivision, Weslaco Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to operate an Event Center. Nine (9) property owners within 200 feet of the applicant's property were notified by letter on October 26, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on October 22, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on November 7, 2018. With the condition that the property owner executes an access agreement to share parking with the adjacent property.			
Kayla Arevalo Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 616 E 6th- Aerial, CUP 616 E 6TH ST - ATTACHMENTS			

Responsibilities upon Approval:

Staff will notify applicant.

Conditional Use Permit

616 E. 6th St.

Legend

616 E 6th St



616 E 6th St

6th St

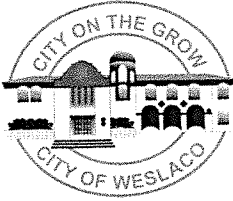
Bridge Ave

Google Earth

© 2018 Google
© 2018 INEG



400 ft



APPLICATION FOR CONDITIONAL USE PERMIT

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

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

FILE NO. CUP18-00008

PROPOSED PROJECT

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

Lot SEE EXHIBIT 'A' Block _____

Subdivision Name _____

Street Address 6116 E 6th St.

Existing Zoning _____ Existing Land Use Event Center

Purpose for the Conditional Use Permit Request event center

What, if anything, is planned to minimize the impact on the surrounding land uses: _____

- _____ \$300.00 non-refundable filing fee.
- _____ Detailed dimensioned site plan/map must be submitted with this request.
- _____ Survey and metes and bounds if the legal description is a portion of a lot.
- _____ City and school tax receipts attached.
- _____ I have received a copy of "CUP Application Instructions"

APPLICANT

Name ELIZZONDO HOMES Phone (956) 244-5712
Address 2023 S BORDER AVE Fax: _____
City WESLACO State TX Zip Code 78596 E-Mail: griselelizondo@gmail.com

OWNER

Name Valerio and Associates LLC Phone (956) 789-3354
Address 530 S. Bridge Fax: _____
City Weslaco State TX Zip Code 78596 E-Mail: irma2valerio@aol.com

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

Yes _____

No X

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

Signature _____
Owner

Date _____

Signature _____
Applicant

Date Sep 18, 2018

Signature _____
Authorized Agent

Date _____

STAFF USE ONLY

Accepted By _____ Payment Received By KIA Date Paid 9/19/18

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

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

City Commission Notice of Public Hearing Published in Newspaper Date _____

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

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

EXHIBIT "A"

Legal description of land:

Being a 0.58 acre tract of land comprised of 0.26 acres out of the West side of Lot Thirteen (13) and 0.32 acres out of the West side of Lot Fourteen (14) of the Re-Subdivision of Farm Tract 639, Block 142, of the WEST TRACT SUBDIVISION, Hidalgo County, Texas; according to the Map recorded in Volume 2, Page 57, Map Records in the Office of the County Clerk of Hidalgo County, Texas; said 0.58 acre tract of land being more particularly described as follows:

COMMENCING at a point on the Southeast corner of Lot Eleven (11) and the Southwest corner of Lot Fourteen (14) of the Re-Subdivision of Farm Tract 639, Block 142, of said West Tract Subdivision, said corner lying on the centerline of Sixth Street (Mile 7 North Road, having a 60.0' R.O.W.);

THENCE, North, along the East line of Lot Eleven (11) and West line of Lot Fourteen (14) of the Re-Subdivision of Farm Tract 639, Block 142, of said West Tract Subdivision, a distance of 21.48 feet to a point for the POINT OF BEGINNING and the Southwest corner of the tract herein described;

THENCE, North, continuing along the East line of Lot Eleven (11) and West line of Lot Fourteen (14) and Lot Thirteen (13), at a distance of 8.52 feet to a ½ inch steel rod found on the apparent North Right of Way line of said Sixth Street (Mile 7 North Road), and at 137.79 feet, passing the Southwest corner of Lot Thirteen (13) and Northwest corner of Lot Fourteen (14) of the Re Subdivision of Farm Tract 639, Block 142, of said West Tract Subdivision and continuing for a total distance of 247.06 feet to a ½ inch steel rod found for the Northwest corner of the tract herein described;

THENCE, East, a distance of 104.00 feet to a ½ inch steel rod found for the Northeast corner of the tract herein described;

THENCE, South, a distance of 109.27 feet, passing the common line of Lot Thirteen (13) and Lot Fourteen (14) of the Re-Subdivision of Farm Tract 639, Block 142, of said West Tract Subdivision and continuing for a total distance of 238.54 feet to a ½ inch steel rod set on the North Right of Way line of said Sixth Street (Mile 7 North Road) for the Southeast corner of the tract herein described;

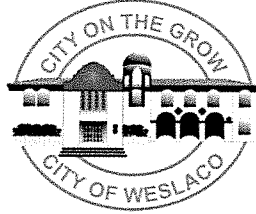
THENCE, West, along the North Right of Way line of said Sixth Street (Mile 7 North Road), a distance of 50.00 feet to a point for a corner of the tract herein described;

THENCE, South, a distance of 8.52 feet to a point for a corner of the tract herein described;

THENCE, West, a distance of 54.00 feet to the POINT OF BEGINNING, containing 0.58 acres of land more or less; 0.01 acres inconclusive are being used for Right of Way purposes.

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

October 26, 2018

Legal Notice

Dear Occupant:

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

CONDITIONAL USE PERMIT REQUEST:

Elizzondo Homes is requesting a Conditional Use Permit to operate an Event Center at 616 E. 6th St., S 109.27'-W104' Lot 13 & N129.27'-W104' Lot Harding-Gills Subdivision Weslaco, Hidalgo County, and Texas.

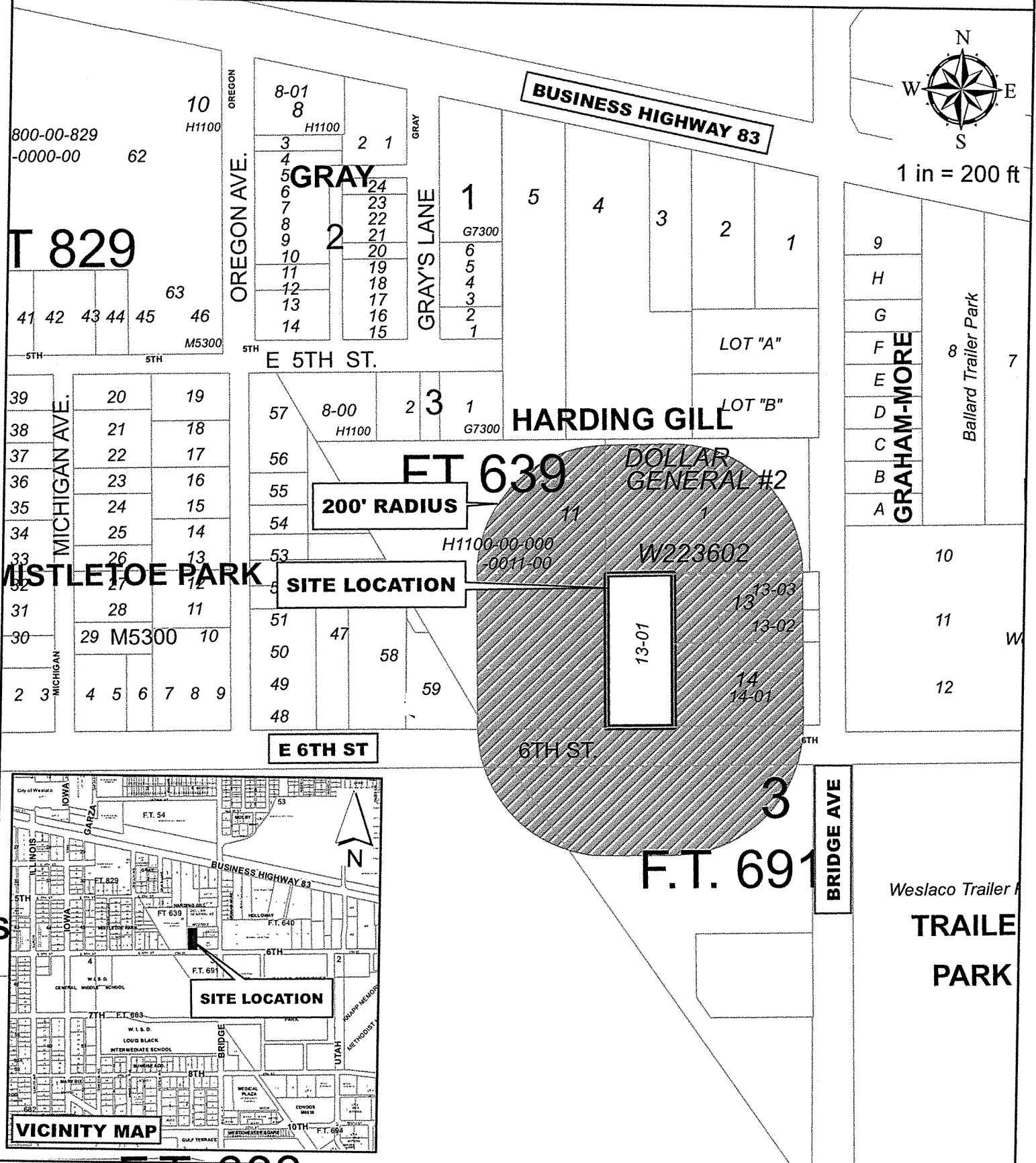
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

Sincerely,

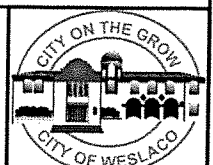
Rebekah de la Fuente
Senior Planner

CITY OF WESLACO



ELIZZONDO HOMES
616 E 6TH STREET

Purpose for the rezone request
Existing zoning: B-2
Existing land use: Event Center
Prop zone: B-2



OCT 17, 2018

UM RENTALS LTD 415 S AIRPORT DR STE A WESLACO TX 78596	H1100-00-000-0011-00 HARDING-GILL AN IRR TR BNG E3.38 AC LOT 11 3.38 AC NET 614 E 6TH ST	L: 515314 B: 489922
ORTIZ PAULA IBARRA PO BOX 1050 WESLACO TX 78599	H1100-00-000-0013-01 HARDING-GILL S 109.27'-W104' LT 13 & N129.27'-W104' LT 14 0.58 A 0	L: 84095 B: 39466
WESLACO PARK VILLAGE LLC 813 E 950 S PROVO UT 84606	H1100-00-000-0013-02 HARDING-GILL E145'-S50' LT 13 0. 17AC 522	L: 24288 B: 22464
DITTBURNER LARRY D 2924 S INTERNATIONAL BLVD WESLACO TX 78596	H1100-00-000-0013-03 HARDING-GILL S 109.27'-E 246' EX C S 50'- E 175' LT 13 0.42 AC GR 522 S BRIDGE AVE	L: 57932 B: 203731
WESLACO PARK VILLAGE LLC 813 E 950 S PROVO UT 84606	H1100-00-000-0013-06 HARDING-GILL S50'-W30'-E175' LOT 13 0.03AC 0	L: 4050 B: 0
LINCOLN, CONCEPCION LEYVA 331 MOON LAKE DR S WESLACO TX 78596-9650	H1100-00-000-0014-00 HARDING-GILL W 54' X 137.79' - L T 14 616 E 6TH	L: 20091 B: 15081
VTX COMMUNICATIONS LLC 881 E HIDALGO AVE RAYMONDVILLE TX 78580	M5300-00-001-0047-02 MISTLETOE E 40'-47' & S 189'-58' & LOT 59 & S199.18 OF LT 61 BLK 1 608 E 6TH ST	L: 81351 B: 65980
FINKLESTEIN MAX J & MILDRED R 6280 LAKEVIEW RD LENOIR CITY TN 37772	W2236-02-001-0001-00 WESLACO DOLLAR GENERAL #2 LOT 1 BLK 1 0	L: 230423 B: 451000
WESLACO ISD PO BOX 266 WESLACO TX 78599	W3800-00-683-0000-01 WEST TRACT NW 29.00 AC FT 683 LO UISE BLACK ELEMENTARY 506 E 6TH ST	L: 1015000 B: 6500000



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2085	
From: Joe Pedraza			
Subject: Discussion and consideration after public hearing on behalf of Ricardo Tamez to approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit at 260 S.Texas Blvd. Suite 105, Original Townsite Weslaco, Hidalgo County, Texas and authorize the Mayo to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit. Twenty (20) property owners within 200 feet of the applicant's property were notified by letter on October 26, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on October 22, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on November 7, 2018 with the conditions that hours of operation would be Tuesday –Thursday 5pm to 11pm and Friday - Saturday 5pm to 2am and there will be 2 security guards on duty during the late hours.			
Kayla Arevalo Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 260 S Texas -Attachments, 260 S Texas- Aerial			
Responsibilities upon Approval:			

Staff will notify applicant.



APPLICATION FOR CONDITIONAL USE PERMIT

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

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

FILE NO. _____

RECEIVED

OCT 17 2018

Planning &
Code Enforcement Dept.

PROPOSED PROJECT

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

Lot _____ Block 18

Subdivision Name Weslaco Original town site

Street Address 260 S. Texas Blvd Ste 105

Existing Zoning B3 Existing Land Use MIX USE

Purpose for the Conditional Use Permit Request TABC Mix beverage license for a Lounge/Grill

What, if anything, is planned to minimize the impact on the surrounding land uses: _____

- _____ \$300.00 non-refundable filing fee.
- _____ Detailed dimensioned site plan/map must be submitted with this request.
- _____ Survey and metes and bounds if the legal description is a portion of a lot.
- _____ City and school tax receipts attached.
- _____ I have received a copy of "CUP Application Instructions"

APPLICANT

Name Rewind LLC Phone 956-463-7223

Address 2610 Mi Tierra Dr Fax: _____

City Weslaco State Tx Zip Code 78596 E-Mail: Kick.tamara295@gmail.com

OWNER

Name Siesta Village Inc Phone 956-969-3100

Address 260 S. Texas Blvd #400 Fax: _____

City Weslaco State Tx Zip Code 78596 E-Mail: _____



ON-PREMISE PREQUALIFICATION PACKET

L-ON
(12/2017)

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

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

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

LOCATION INFORMATION

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

☐ Reinstatement License/Permit Number

☐ Change of Licensed Location License/Permit Number

2. Type of On-Premise License/Permit

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

3. Indicate Primary Business at this Location

- | | | |
|---|--|---|
| ☐ Restaurant | ☐ Sporting Arena, Civic Center, Hotel | ☐ Bar |
| ☐ Grocery/Market | ☐ Sexually Oriented | ☒ Miscellaneous <u>Lounge/Bar</u> |

4. Trade Name of Location

Rowind LLC

5. Location Address

260 S. Texas Suite 105

City

Weslaco

County

Hidalgo

State

TX

Zip Code

78596

6. Mailing Address

City

State

Zip Code

7. Business Phone No.

956-463-7223

Alternate Phone No.

956-463-6309

E-mail Address

vick.tamoz95@gmail.com

OWNER INFORMATION

8. Type of Owner

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

9. Business Owner/Applicant

Rowind LLC

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

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

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

Individual/Individual Owner		Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	

Last Name <u>Tamoz</u>	First Name <u>Ricardo</u>	MI <u>M</u>	Title <u>manager</u>
Last Name <u>Garcia</u>	First Name <u>Lisa</u>	MI <u>M</u>	Title <u>manager</u>
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION
Section 109.31 et seq.

13. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

14. Will your business be located within 300 feet of any private/public school, day care center or child care facility? ☐ Yes ☒ No

If "YES," are the facilities located on different floors or stories of the building? ☐ Yes ☐ No

NOTE: For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

15. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

16. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No

60-DAY SIGN

17. As required under Section 11.391 and 61.381, enter the exact date the 60-Day sign was posted at your location.

Exact Date (MM/DD/YYYY)

ALL APPLICANTS

18. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE ☐
I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

IF APPLICANT IS SHOWN AS:

Proprietorship
Partnership
Corporation
Limited Partnership
Limited Liability Partnership
Limited Liability Company

WHO MUST SIGN:

Individual Owner
Partner
Officer
General Partner
General Partner
Officer/Manager

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

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

PRINT
NAME

Ricardo M. Tamariz

SIGN
HERE

[Signature]

TITLE

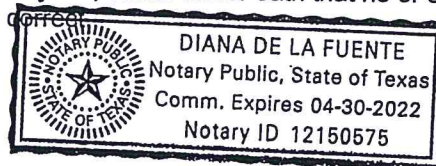
Manager

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

SIGN
HERE

Diana De La Fuente

NOTARY PUBLIC



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

Section 11.37

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

SIGN
HERE

City Secretary/Clerk

City

_____, TEXAS

SEAL

CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

Section 11.37 & 61.37

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

Election for given location was held for:

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

OR IF ABOVE DOES NOT APPLY:

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

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

AND EITHER:

- ☐ legal sale of mixed beverages

OR

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

SIGN
HERE

City Secretary/Clerk

City

_____, TEXAS

SEAL

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

Chapters 29 & 70 et seq.

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

**SIGN
HERE**

City Secretary/Clerk

City

TEXAS

SEAL

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

Section 11.37

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

**SIGN
HERE**

County Clerk

COUNTY

SEAL

CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

Section 11.37 & 61.37

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

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- ☐ legal sale of all alcoholic beverages except mixed beverages
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- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

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

**SIGN
HERE**

County Clerk

COUNTY

SEAL

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

Chapters 29 & 70 et seq

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

SIGN

HERE _____

County Clerk

COUNTY _____

SEAL**COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE**

Section 11.46 (b) & 61.42 (b)

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

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN

HERE _____

FIELD OFFICE _____

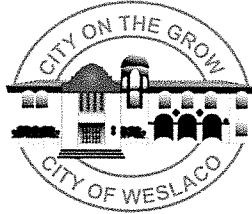
SEAL**PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL, V & Y)**

Section 11.39 and 61.38

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)		
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date (MM/DD/YYYY)		
Signature of Notary Public		
SEAL		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Gerardo "Jerry" Tafolla, Mayor Pro-Tem, District 4
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
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Mike R. Perez, City Manager

PLANNING DEPARTMENT

October 26, 2018

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CONDITIONAL USE PERMIT REQUEST:

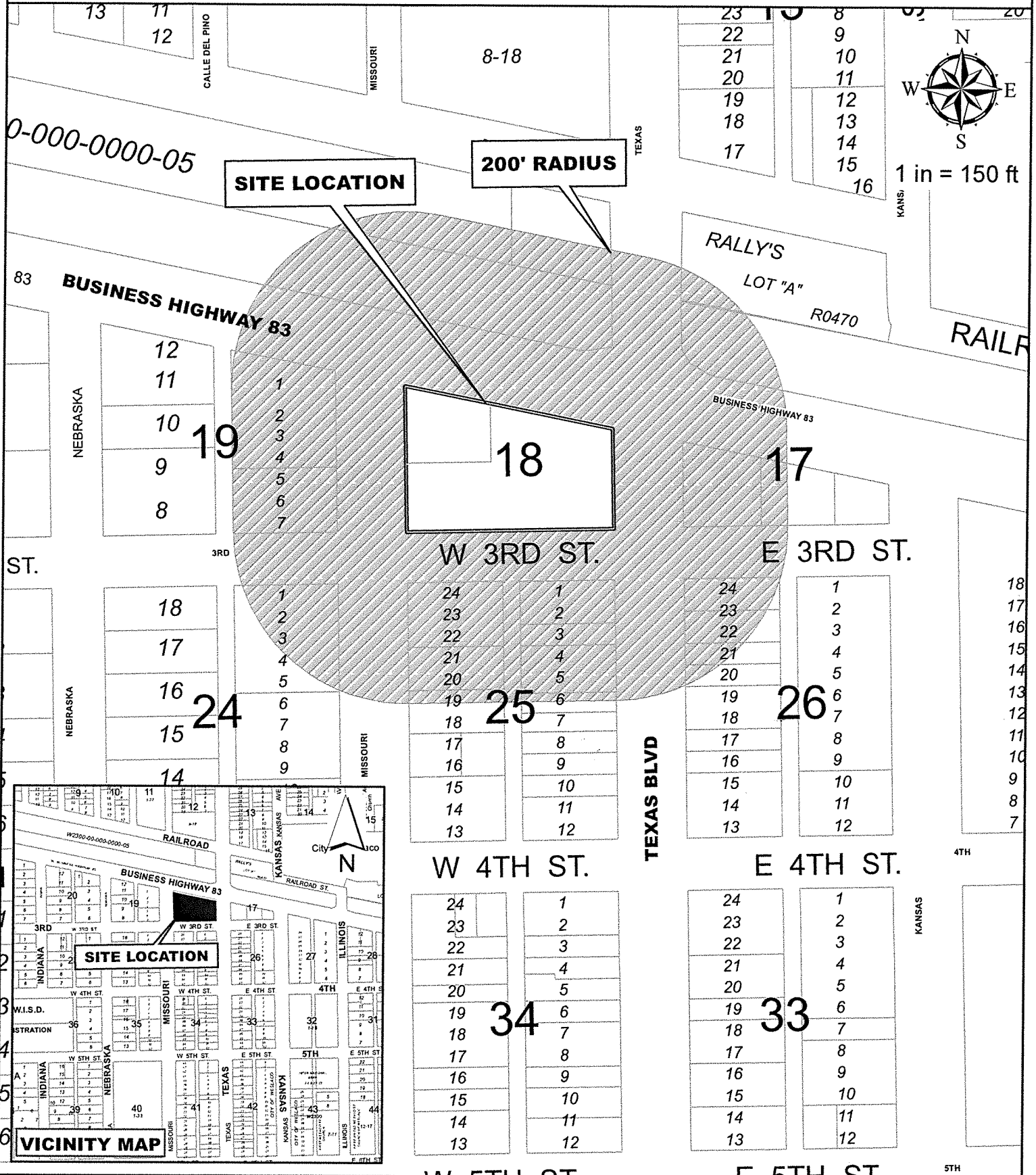
Ricardo Tamez is requesting a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit at 260 S.Texas Blvd. Suite 105, Original Townsite of Weslaco, Weslaco, Hidalgo County, and Texas.

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

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

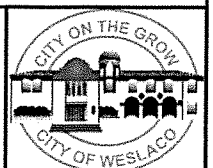
Sincerely,

Rebekah de la Fuente
Senior Planner



Rewind LLC
260 S. Texas Blvd Ste 105
Weslaco Original Town Site
Block 18

Purpose for the rezone request
Existing zoning: B-3
Existing land use: Mix Use
Prop zone: B-3



OCT 24, 2018

GREATER SOUTH TEXAS BANK 3300 N 10TH ST MCALLEN TX 78501	R0470-00-000-000A-00 RALLY'S LOT A 255 N TEXAS BLVD	L: 149765 B: 238504
LOWER RIO GRANDE VALLEY 301 W RAILROAD ST WESLACO TX 78596	W2300-00-000-0000-05 WESLACO ORIGINAL TOWNSITE AN IRR TR 1269.496' X 101.89' S OF RAI 205 W RAILROAD ST	L: 758064 B: 1710053
DITTBURNER PATRICIA 2924 S INTERNATIONAL BLVD WESLACO TX 78596	W2300-00-017-0000-01 WESLACO ORIGINAL TOWNSITE BLK 17 LT W90' OF 108 E 3RD ST	L: 49770 B: 325234
DITTBURNER PATRICIA A 2924 S INTERNATIONAL BLVD WESLACO TX 78596	W2300-00-017-0000-02 WESLACO ORIGINAL TOWNSITE BLK 17 W85' OF E150' 104	L: 40716 B: 21831
SIESTA VILLAGE INC 2924 S INTERNATIONAL BLVD WESLACO TX 78596	W2300-00-018-0000-00 WESLACO ORIGINAL TOWNSITE BLK 18 EXC NW 98'X90' TR 260 S TEXAS BLVD	L: 173894 B: 526097
DITTBURNER LARRY 260 S TEXAS BLVD STE 400 WESLACO TX 78596	W2300-00-018-0000-01 WESLACO ORIGINAL TOWNSITE BLK 18 NW COR 98' X 90' TR 211 W BUS HWY 83	L: 50009 B: 42335
FRIS CHKN LLC C/O CAJUN OPERATING COMPANY 980 HAMMOND DR STE 1100 ATLANTA GA 30328	W2300-00-019-0001-00 WESLACO ORIGINAL TOWNSITE BLK 19 LTS 1 2 3 4 205 W BUS HWY 83	L: 72936 B: 160030
PARRA LOAN COMPANY 744 E WASHINGTON ST BROWNSVILLE TX 78520	W2300-00-019-0005-00 WESLACO ORIGINAL TOWNSITE BLK 19 LTS 5 6 7 224 S MISSOURI AVE	L: 45469 B: 210107
WHITLEY DAVID L & BONNIE B 32 HARBOR TOWN LAGUNA VISTA TX 78578	W2300-00-024-0001-00 WESLACO ORIGINAL TOWNSITE BLK 24 LTS 1-5 300 S MISSOURI AVE	L: 75781 B: 262996
GONZALEZ ENRIQUE JR 300 S TEXAS BLVD WESALCO TX 78596	W2300-00-025-0001-00 WESLACO ORIGINAL TOWNSITE BLK 25 LTS 1-2 300 S TEXAS BLVD	L: 36300 B: 243370
ALONZO ENRIQUE 1200 N 15TH ST MCALLEN TX 78501	W2300-00-025-0003-00 WESLACO ORIGINAL TOWNSITE BLK 25 LT 3 306 TEXAS	L: 19800 B: 42285
DOWNTOWN PROPERTIES LLC 900 N MAIN ST MCALLEN TX 78501	W2300-00-025-0004-00 WESLACO ORIGINAL TOWNSITE BLK 25 LTS 4-5 & N 5' OF 6 308 S TEXAS BLVD	L: 39930 B: 130162

City of Weslaco Code Enforcement Dept.

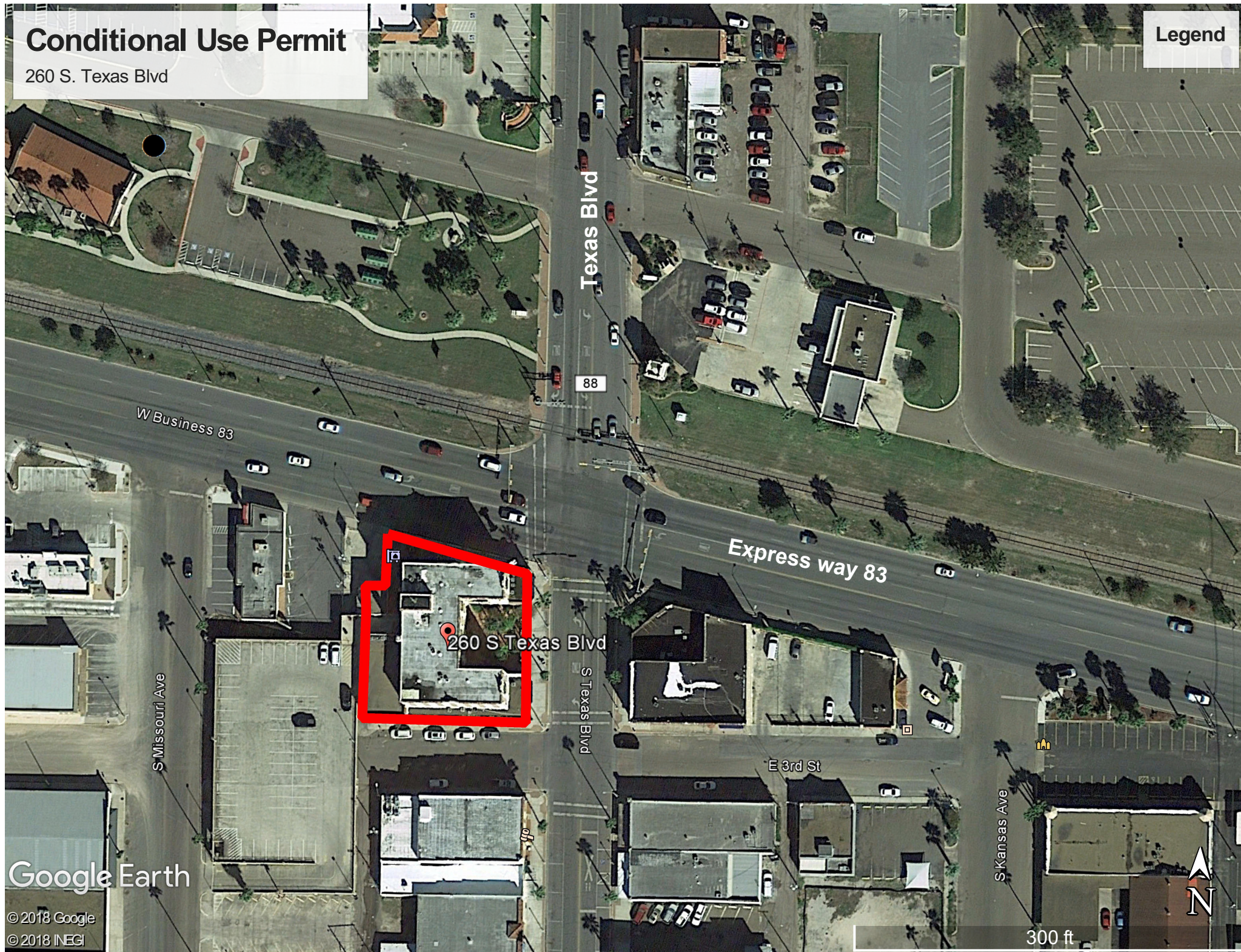
OCT 24, 2018

AGD LP PO BOX 8097 WESLACO TX 78599	W2300-00-025-0018-00 WESLACO ORIGINAL TOWNSITE LT 18 & 19 BLK 25 0	L: 33000 B: 16486
AGD LP PO BOX 8097 WESLACO TX 78599	W2300-00-025-0020-00 WESLACO ORIGINAL TOWNSITE BLK 25 LTS 20-21 301 S MISSOURI AVE	L: 33000 B: 16638
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596	W2300-00-025-0022-00 WESLACO ORIGINAL TOWNSITE BLK 25 LTS 22-23-24 0	L: 40013 B: 150000
CORTEZ JOE & MARIA E 1007 W 3RD ST WESLACO TX 78596	W2300-00-026-0018-00 WESLACO ORIGINAL TOWNSITE BLK 26 LTS 18 19 321 S TEXAS BLVD	L: 36300 B: 95687
CORTEZ JOE & MARIA E 1007 W 3RD ST WESLACO TX 78596	W2300-00-026-0020-00 WESLACO ORIGINAL TOWNSITE BLK 26 LT 20 0 S TEXAS BLVD	L: 19800 B: 1174
CORTEZ JOE & MARIA E 1007 W 3RD ST WESLACO TX 78596	W2300-00-026-0021-00 WESLACO ORIGINAL TOWNSITE BLK 26 LT 21 313 S TEXAS BLVD	L: 19800 B: 1762
LEMARROY LIDIA 309 S TEXAS BLVD WESLACO TX 78596	W2300-00-026-0022-00 WESLACO ORIGINAL TOWNSITE BLK 26 LTS 22 & S 1/2 23 309 S TEXAS BLVD	L: 27225 B: 89011
GARCIA JOSE LUIS PO BOX 1709 WESLACO TX 78596	W2300-00-026-0023-00 WESLACO ORIGINAL TOWNSITE N1/2-L T 23 & ALL LT 24 BK 26 303 S TEXAS BLVD	L: 27225 B: 169271

Conditional Use Permit

260 S. Texas Blvd

Legend



Google Earth

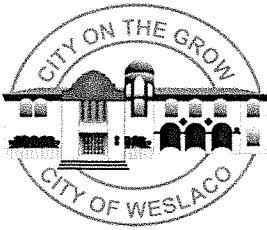
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© 2018 INEGI



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2087	
From: Joe Pedraza			
Subject: Discussion and consideration after public hearing on behalf of Virginia Lozano to approve Ordinance 2018-40 rezoning 1611 Judi St. Also being Lot 1 & N1/2 of Lot 2, Block 1, Sun Country Estates 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 2018-40. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-1 Neighborhood business district. Nineteen (19) property owners within 200 feet of the applicant's property were notified by letter on October 26, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on October 22, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on November 7, 2018.			
Kayla Arevalo Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Deny.			
Staff Recommendation: Staff recommends denial based on 2040 Future Land map designation.			
Attachments, if any: 1611 Judi rezone - attach, 1611 Judi- Aerial, O2018-40 rezone 1611 Judi St			
Responsibilities upon Approval:			

Staff will notify applicant.



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. REZ 18-00019

RECEIVED

SEP 21 2018

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot _____ Block _____

Planning &
Code Enforcement Dept.

Subdivision Name _____

Street Address 1611 Judi St Weslaco TX 78599

Existing Zoning R-1 Existing Land Use residencial

Proposed Zoning B-1 Proposed Land Use Commercial

_____ \$300.00 non-refundable filing fee.

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

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

_____ City and school tax receipts attached.

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

APPLICANT

Name Virginia Yolanda Lozano Phone 956-373-1601

Address 1902 W. Mimosa Dr Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: _____

OWNER

Name Virginia Yolanda Lozano Phone 956-373-1601

Address 1902 W Mimosa Dr. Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: _____

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

Signature [Signature] Date 9-21-18
Owner

Signature [Signature] Date 9-21-18
Applicant

Signature _____ Date _____
Authorized Agent

Rezone Request

1611 Judi St.

Legend

Westgate Dr.

Judi St.

Edna St

Judi St

Joyce St

Carlene Ave

Westgate

300 ft



Google Earth

© 2018 Google
© 2018 INEGI



ORDINANCE NO. 2018-40

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1611 JUDI ST ALSO BEING LOT 1 & N1/2 OF LOT 2 BLK 1 SUN COUNTRY ESTATES, 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: R-1 One-family dwelling district to B-1 Neighborhood Business District being 1611 Judi St also being Lot 1 & N1/2 of Lot 2, Block 1, Sun Country Estates, Weslaco, Hidalgo County, Texas.

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

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

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Adelaida Vega, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2089	
From: Joe Pedraza			
Subject: Discussion and consideration after public hearing on behalf of Felipe Camacho to approve Ordinance 2018-41 rezoning 2416 E. Expressway 83. Also being proposed Lot 1, Camar Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2018-41. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-2 Secondary highway business District. Twelve (12) property owners within 200 feet of the applicant's property were notified by letter on October 26, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on October 22, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on November 7, 2018.			
Kayla Arevalo Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 2416 E Expressway 83- Aerial, 2416 E Expressway 83 - ATTACHMENTS, O2018-41 rezone 2416 E. Expwy 83			

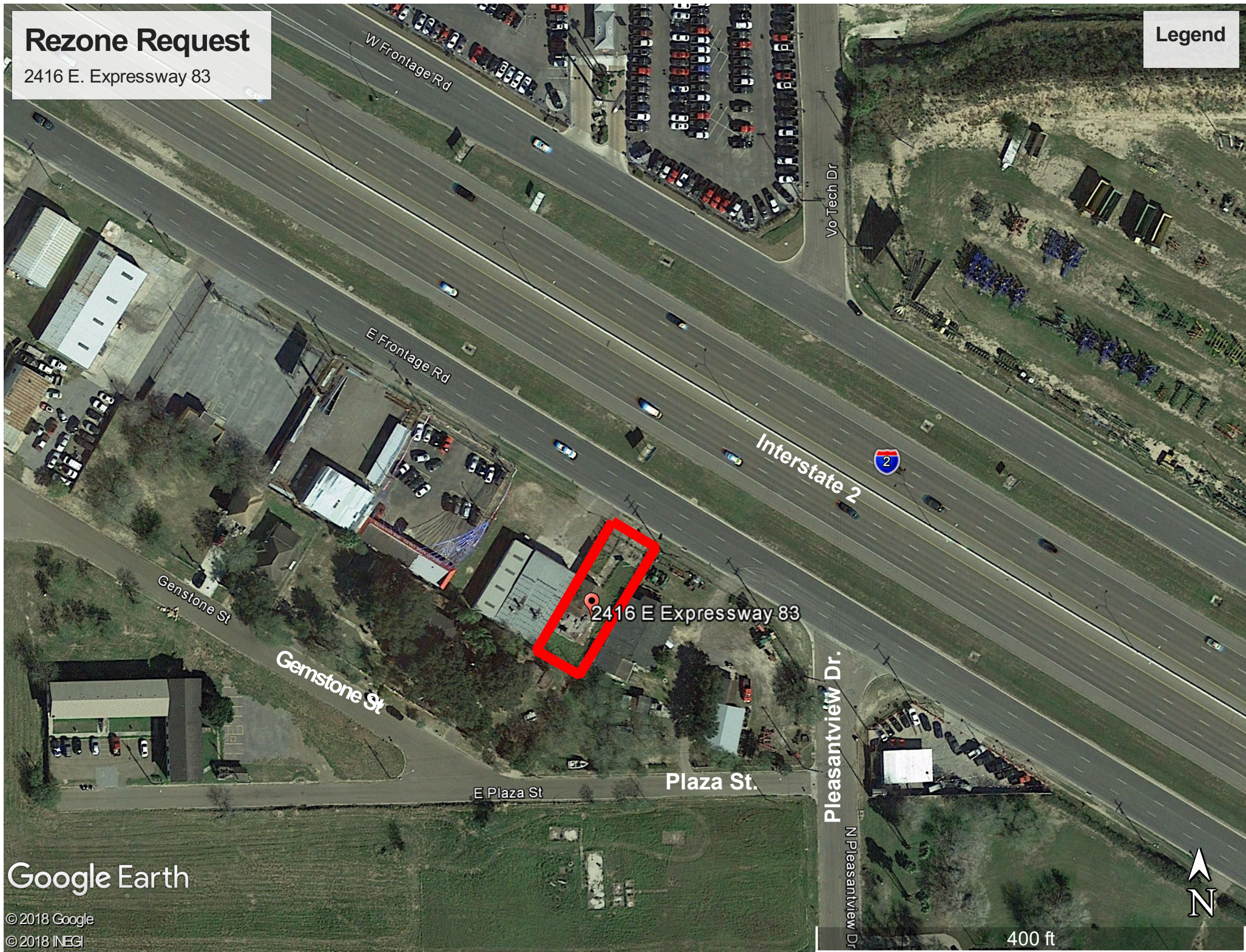
Responsibilities upon Approval:

Staff will notify applicant.

Rezone Request

2416 E. Expressway 83

Legend



Google Earth

© 2018 Google

© 2018 INEGI



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. REZ 18-00018

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 1 Block _____

Subdivision Name Camar Subdivision

Street Address 2416 E. Expressway 83

Existing Zoning R-1 Existing Land Use _____

Proposed Zoning B-2 Proposed Land Use Business Office

_____ \$300.00 non-refundable filing fee.

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

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

_____ City and school tax receipts attached.

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

APPLICANT

Name Felipe Camacho Phone (956) 373-6375

Address 1504 Clifton Street Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: _____

OWNER

Name Felipe Camacho Phone (956) 373-6375

Address 1504 Clifton Street Fax: _____

City Weslaco State TX Zip Code 78596 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 9/20/2018

Signature _____ Date _____

Applicant

Signature _____ Date _____

Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

CITY OF WESLACO
956-968-3181

REC#: 02426275 9/20/2018 3:40 PM
OPER: LVALD TERM: 036
REF#: 0918
PAID BY:

TRAN: 235.1000 PROCESSING FEE
10348
101-400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 204.0000 REZONING APPL FEE
10348
101-400-1027
REZONING APPLICATIO 300.00CR

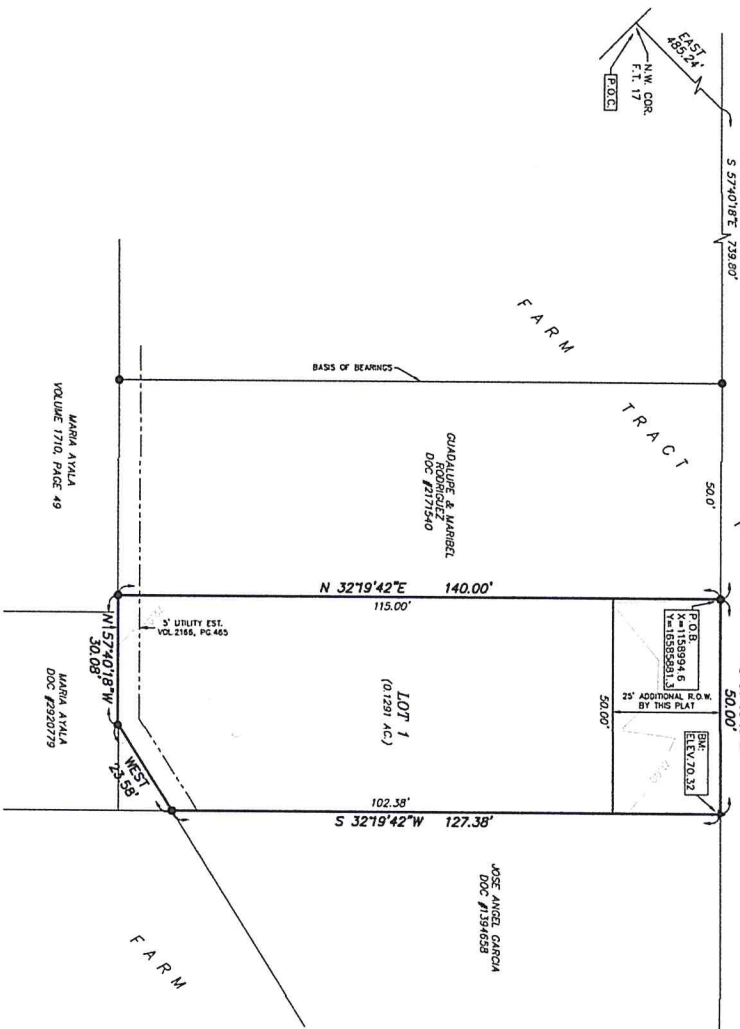
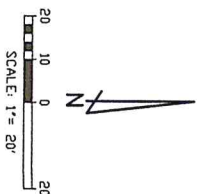
TENDERED: 305.00 CHECK
APPLIED: 305.00-

CHANGE: _____ 0.00

RECEIVED
SEP 20 2018

Bar

U.S. EXPRESSWAY 83
300' R.O.W.



GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE 'X' (UNSHADED)
2. YARD REGULATIONS:

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE 'X' (UNSHADED)
2. YARD REGULATIONS:
 - A. FRONT YARD: THERE SHALL BE A FRONT YARD ALONG THE FRONT LINE OF THE LOT MINIMUM DEPTH OF A FRONT YARD ONE FOOT BACK FROM THE PROPERTY LINE FOR THE ABUTTING DEDICATED RIGHT-OF-WAY OR IN LINE WITH THE EXISTING LOT LINE OF EXISTING STRUCTURES ALONG THE SAME BLOCK, WHICHEVER IS GREATER. ALL OTHER CORNERS: THE MINIMUM LOT DEPTH SHALL BE 20 FEET.
 - B. SIDE YARDS: THERE SHALL BE A SIDE YARD OF NOT LESS THAN 5 FEET, EXCEPT THAT ON A CORNER LOT, THE SIDE YARD ON A STREET SIDE SHALL BE 10 FEET.
 - C. REAR YARD: THE REAR YARD SETBACK SHALL BE 10 FEET.
3. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
4. BENCHMARK: ELEV. 70.32, CP5 IN CONCRETE LOCATED ON THE NORTHEAST CORNER OF THIS SUBDIVISION AND ON SOUTH RIGHT-OF-WAY OF U.S. EXPRESSWAY 83.
5. IN ACCORDANCE WITH THE HIDALGO COUNTY PLANNING DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1,212 CUBIC FEET BE REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
6. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO UPSTREAMS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
7. NO STRUCTURES SHALL BE PERMITTED ON, OVER OR WITHIN ANY EASEMENT.
8. NO CONSTRUCTION OF ANY STRUCTURES IS ALLOWED UNLESS FIRE PROTECTION IS IN PLACE.
9. SITE PLAN SHALL BE APPROVED BY THE CITY OF WESLACO PRIOR TO ISSUANCE OF A BUILDING PERMIT.
10. LANDSCAPING IS REQUIRED PER CITY ORDINANCE.
11. STREET LIGHT MUST BE LOCATED EVERY 300 FEET.
12. TPOOT APPROVAL AND DRAINAGE PERMIT IS REQUIRED FOR ENTRANCES ONTO U.S. EXPRESSWAY 83.
13. 5 FT SIDE WALK IS REQUIRED ALONG THE EXTERIOR PERIMETER UPON THE ISSUANCE OF A BUILDING PERMIT.

STATE OF TEXAS
HIDALGO COUNTY

OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION:

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS THE 'TAMAR SUBDIVISION' TO THE CITY OF WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY CERTIFY THAT THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED, MY APPROVAL IS REQUIRED.

FEUPE DE JESUS GARCIA
1504 CUFFTON ST.
WESLACO, TX 78096

DATE

STATE OF TEXAS
HIDALGO COUNTY

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED FEUPE DE JESUS GARCIA, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF ____ 2018

NOTARY PUBLIC, FOR THE STATE OF TEXAS

CAMAR SUBDIVISION

BEING A SUBDIVISION OF 0.1578 OF ONE ACRE OF LAND OUT OF FARM TRACT 17 OF THE WESTERN DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS.

DEEDS AND BOUNDING DESCRIPTION

Being 0.1578 of one acre of land situated in Hidalgo County, Texas, and being out of the West District Subdivision as per map recorded in Volume 2, Pages 34-37 of the Hidalgo County Map Records, and being out of one acre tract being more particularly described by metes and bounds as follows:

COMMENCING for reference of the northwest corner of said Farm Tract 17, THENCE, EAST 483.24 feet, with the north line of said Farm Tract 17 to a point on the southerly right-of-way line of U.S. Expressway 83, for an angle point; THENCE, SOUTH 17°40'18" EAST 50.00 feet, with the southerly right-of-way line of U.S. Expressway 83 to a ½-inch iron rod with a plastic cap stamped 'R&A' found for the POINT OF BEGINNING and the northwest corner of said tract herein described; THENCE, SOUTH 57°40'18" EAST 50.00 feet, with the southerly right-of-way line of said U.S. Expressway 83 to a cotton picker spindle set for the northeast corner of said tract herein described and the northwest corner of a tract of land as described in Document #1394658; Official Records of Hidalgo County, Texas; THENCE, SOUTH 32°19'42" WEST 127.38 feet, with the west line of said tract of land as described in Document #1394658 to a ½-inch iron rod with a plastic cap stamped 'R&A' found for the southwest corner of said tract as described in Document #1394658; THENCE, WEST 23.58 feet, with a line that is parallel to the south line of said tract 17 to a ½-inch iron rod with a plastic cap stamped 'R&A' set for an angle point; THENCE, NORTH 57°40'18" WEST 30.08 feet, with a line that is parallel to the southerly right-of-way line of said U.S. Expressway 83 and the south line of a tract of land as described in Document #1394658; Official Records of Hidalgo County, Texas, to a ½-inch iron rod with a plastic cap stamped 'R&A' set for the southwest corner of said tract herein described.

THENCE, NORTH 32°19'42" EAST, 140.00 feet to the POINT OF BEGINNING and containing 0.1578 of one acre of land more or less.

CERTIFICATION BY THE CHAIRMAN OF THE COMMISSION:

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING COMMISSION

CITY OF WESLACO

DATE

CERTIFICATION OF THE MAYOR OF THE CITY OF WESLACO:

I, THE UNDERSIGNED MAYOR OF THE CITY OF WESLACO, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR DAVID SAREZ

CITY OF WESLACO

DATE

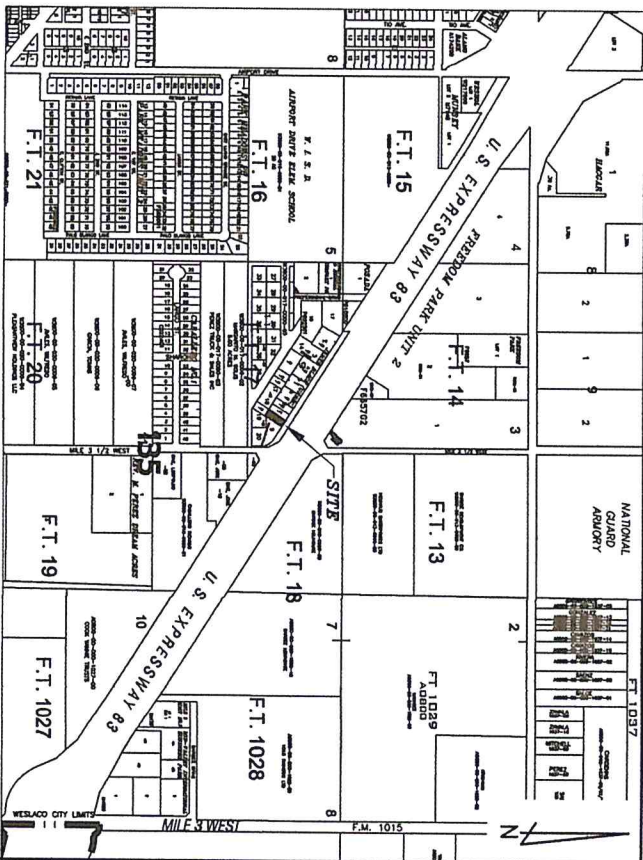
ATTEST: CITY SECRETARY

DATE

This plat is approved by Hidalgo and Cameron Counties Irrigation District No. 9 dated this ____ day of ____ 20__.

1. No improvements of any kind shall be placed upon Hidalgo and Cameron Counties Irrigation District No. 9 Right-of-Way and/or Easements without the express written permission of HICCD #3.
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. HICCD #3 will not be responsible for the storm/landscape water system to any lot with in this subdivision. As will be at the Districts Expense.
4. HICCD #3 has not reviewed and does not certify that the storm sewer or utilities systems described are appropriate for the particular subdivision, based on generally accepted engineering criteria. The developer and his engineer are responsible for their determinations.

General Manager
Hidalgo & Cameron Counties Irrigation District No. 9



APPROVED BY THE DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION CONFORM WITH THE MINIMUM STANDARDS OF THE DISTRICT. THE DRAINAGE PLANS HAVE BEEN REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

PAUL SESH, P.E., C.F.M.
GENERAL MANAGER

DATE

STATE OF TEXAS
HIDALGO COUNTY

I, THE UNDERSIGNED, RENEALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THE PLAT PROPERLY CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

RENEALDO ROBLES
2000 W. 43RD ST.
PO BOX 4302
WESLACO, TX 78099

STATE OF TEXAS
HIDALGO COUNTY

I, THE UNDERSIGNED, RENEALDO ROBLES, JR., A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATE

RENEALDO ROBLES, JR.
LICENSED PROFESSIONAL ENGINEER #102357
2000 W. 43RD ST.
PO BOX 4302
WESLACO, TX 78099



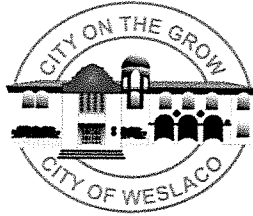
ON _____ AT _____ MY/PA
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

RA
ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
P.O. BOX 424
100 E. WYNDHAM ST.
WESLACO, TEXAS 78096
PHONE (361) 622-2017
FAX (361) 622-2017

**ROBLES &
ENGINEERING, LLC**
P.O. BOX 424
100 E. WYNDHAM ST.
WESLACO, TEXAS 78096
PHONE (361) 622-2017
FAX (361) 622-2017

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

October 26, 2018

Legal Notice

Dear Occupant:

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

REZONE REQUEST:

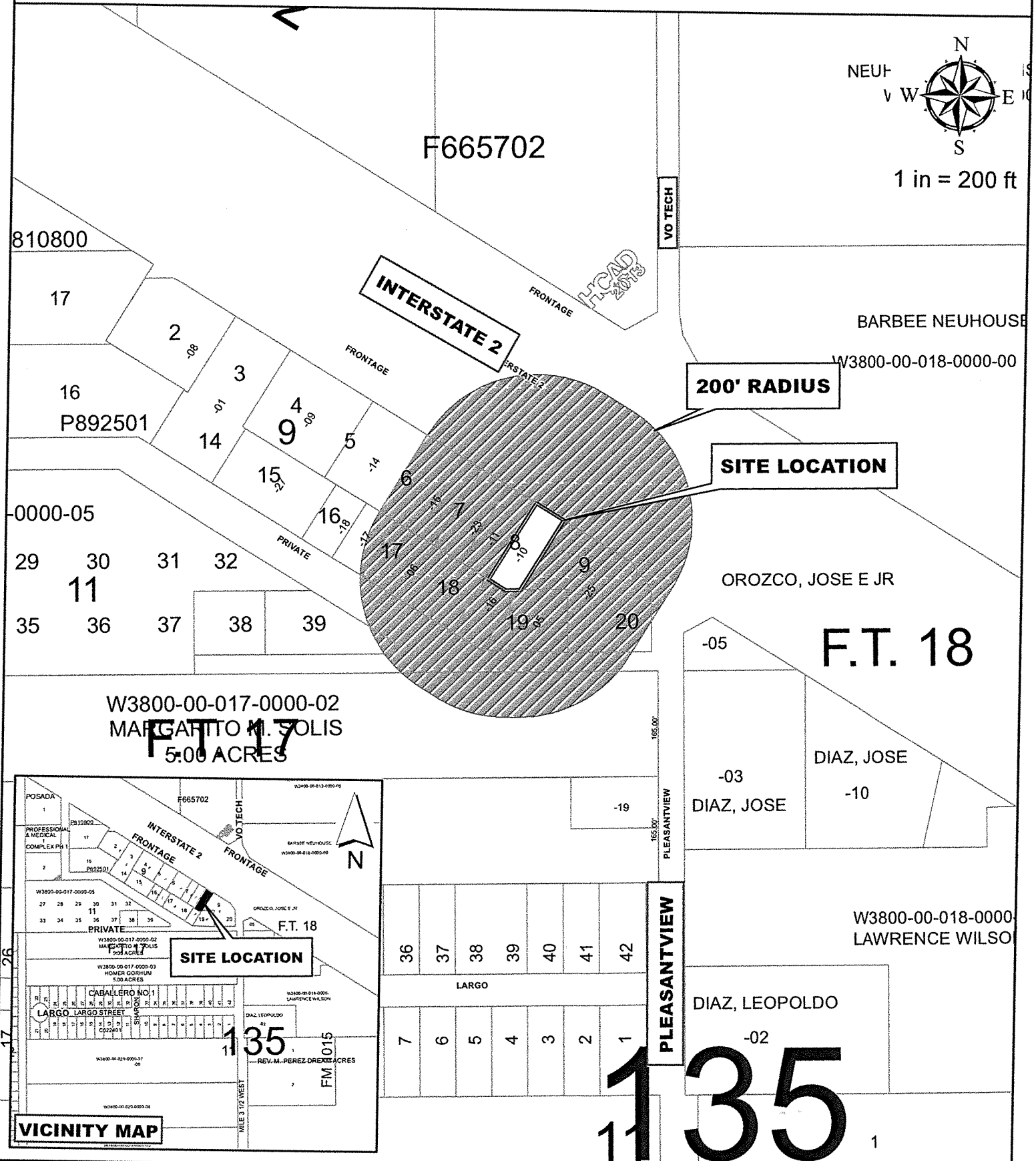
Felipe Camacho is requesting to rezone 2416 E. Expressway 83. Also being Lot 1, Camar Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to B-2 Secondary highway business District.

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

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

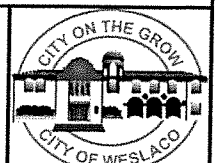
Sincerely,

Rebekah de la Fuente
Senior Planner



FELIPE CAMACHO
2416 E. EXPRESSWAY 83
CAMAR SUBDIVISION
Lot 1

Purpose for the rezone request
Existing zoning: R-1
Existing land use: Business Office
Prop zone: B-2



City of Weslaco Code Enforcement Dept.

OCT 17, 2018

PEREZ FRED JR PO BOX 27 WESLACO TX 78599	W3800-00-017-0000-02 WEST TRACT-N5AC-S20AC FT 17 4.89 AC NET 121 N PLEASANTVIEW DR	L: 0 B: 0
PEREZ FRED Jr PO BOX 27 WESLACO TX 78599	W3800-00-017-0000-05 WEST TRACT 4.74AC BNG 2 IRR TRS - N660' FT 17 4.74AC NET 1 E PLAZA ST	L: 0 B: 0
AYALA MARIA 1502 SOUTHLAND DR WESLACO TX 78596	W3800-00-017-0000-06 WEST TRACT 0.42AC-S 14.47AC-N 20 AC FT 17 A/K/A U/R JAMES BLACK S 225 PLEASANT VIEW DR	L: 43880 B: 72007
GONZALEZ PEDRO C 2222 N WILSON DR WESLACO TX 78599	W3800-00-017-0000-07 WEST TRACT 0.339AC-S14.4711AC-N2 0AC FT 17 0.339AC NET 223 N PLEASANTVIEW DR	L: 37653 B: 78087
ESCOBAR FRANCISCA 604 COMEDY LN EDINBURG TX 78542	W3800-00-017-0000-10 WEST TRACT 0.16AC-S14.47-N20AC F T 17 A/K/A U/R JAMES BLACK S/D E 2416 E EXPRESSWAY 83	L: 90597 B: 7674
RODRIGUEZ GUADALUPE I & 2708 DELAWARE ST WESLACO TX 78599	W3800-00-017-0000-11 WEST TRACT 0.16AC-S14.47AC-N20AC FT 17 A/K/A U/R JAMES BLACK S/D 2406 E EXPRESSWAY 83	L: 90597 B: 34227
VASQUEZ RICARDO 620 S ILLINOIS AVE WESLACO TX 78596	W3800-00-017-0000-14 WEST TRACT 0.32AC-S14.85AC-N20AC -FT 17 A/K/A U R JAMES BLACK S/D 2320 E EXPRESSWAY 83	L: 137717 B: 16366
VASQUEZ ALVARO & CLAUDIA 3296 LOS ARCOS CIR WESLACO TX 78599	W3800-00-017-0000-15 WEST TRACT 0.32AC-S14.85AC-N20AC FT 17 A/K/A UR JAMES BLACK S/D 2402 E EXPRESSWAY 83	L: 181207 B: 19445
AYALA RENE ANGEL 225 N PLEASANTVIEW DR WESLACO TX 78596	W3800-00-017-0000-16 WEST TRACT 0.13AC-S14.85AC-N20-F T 17 A/K/A UR JAMES BLACK SUBD W 0 N PLEASANTVIEW DR	L: 16182 B: 0
AYALA GREGORIO 225 N PLEASANTVIEW DR WESLACO TX 78596	W3800-00-017-0000-17 WEST TRACT 0.13AC-S14.85-N20-FT 17 A/K/A UR JAMES BLACK SUBD W55 0	L: 16182 B: 0
RODRIGUEZ GUADALUPE 2708 DELAWARE ST WESLACO TX 78599	W3800-00-017-0000-23 WEST TRACT 0.16AC-S14.47AC-N20AC FT 17 A/K/A U/R JAMES BLACK S/D 0 E EXPRESSWAY 83	L: 90597 B: 0
GARCIA JOSE ANGEL 2418 E EXPRESSWAY 83 WESLACO TX 78596	W3800-00-017-0000-25 WEST TRACT 0.58AC-S14.47AC-N20.A C FT 17 A/K/A U/R JAMES BLACK S/ 2418 E EXPRESSWAY 83	L: 52388 B: 46403

ORDINANCE NO. 2018-41

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 2416 E. EXPRESSWAY 83 ALSO BEING PORPOSED LOT 1, CAMAR SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-2 SECONDARY HIGHWAY BUSINESS DISTRICT.

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

SECTION I: R-1 One-family dwelling district to B-2 Secondary highway business District being 2416 E. Expressway 83 also being proposed Lot 1, Camar Subdivision, Weslaco, Hidalgo County, Texas.

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

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

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Aida Vega, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2092	
From: Joe Pedraza			
Subject: Discussion and consideration after public hearing on behalf of Heydis Sanchez to approve Ordinance 2018-42 rezoning 225 S. Pleasantview. Also being Lot 4 & Part of Lot 3 Rev. M. Perez Dream Acres Subdivision Weslaco, Hidalgo County, Texas from B-1 Neighborhood business district to R-1 One-family dwelling district and authorize the Mayor to execute any related documents. First reading of Ordinance 2018-42. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from B-1 Neighborhood business district to R-1 One-family dwelling district. Thirteen (13) property owners within 200 feet of the applicant's property were notified by letter on October 26, 2018			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on October 22, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on November 7, 2018.			
Kayla Arevalo Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 225 S Pleasantview- Aerial, 225 S Pleasantview- attachments, O2018-42 rezone 225 S. Pleasantview			

Responsibilities upon Approval:

Staff will notify applicant.

Rezone Request

225 S. Pleasantview

Legend

Pleasantview Dr.

S Pleasantview Dr

Interstate 2

E Frontage Rd

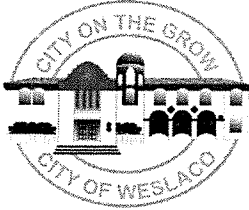
Google Earth

© 2018 Google

© 2018 INEGI



1000 ft



APPLICATION FOR REZONING

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

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

FILE NO. ReZ19-00001

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot PART OF LOT 3 AND ALL OF LOT 4 Block —

Subdivision Name REV. M. PEREZ DREAM ACRES SUBD.

225 S. Pleasant View
Street Address +/- 2000' SOUTH OF EXP. 83 ALONG E. SIDE OF PLEASANT VIEW

Existing Zoning B-1 Existing Land Use OPEN / AG.

Proposed Zoning R-1 Proposed Land Use RESIDENTIAL

☒ \$300.00 non-refundable filing fee.

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

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

☐ City and school tax receipts attached.

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

APPLICANT

Name KEYDIS SANCHEZ Phone 534-2142

Address 1206 LINDBERG Fax: —

City PALM HURST State TX Zip Code 78573 E-Mail: EXCLUSIVE PAB@

GMAIL

OWNER

Name SAME AS APPLICANT Phone —

Address — Fax: —

City — State — Zip Code — E-Mail: —

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

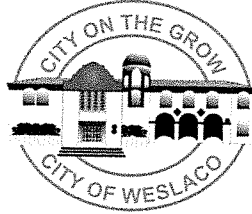
Signature Keydis Sanchez Date 10/4/18
Owner

Signature — Date —
Applicant

Signature — Date —
Authorized Agent

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

October 26, 2018

Legal Notice

Dear Occupant:

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

REZONE REQUEST:

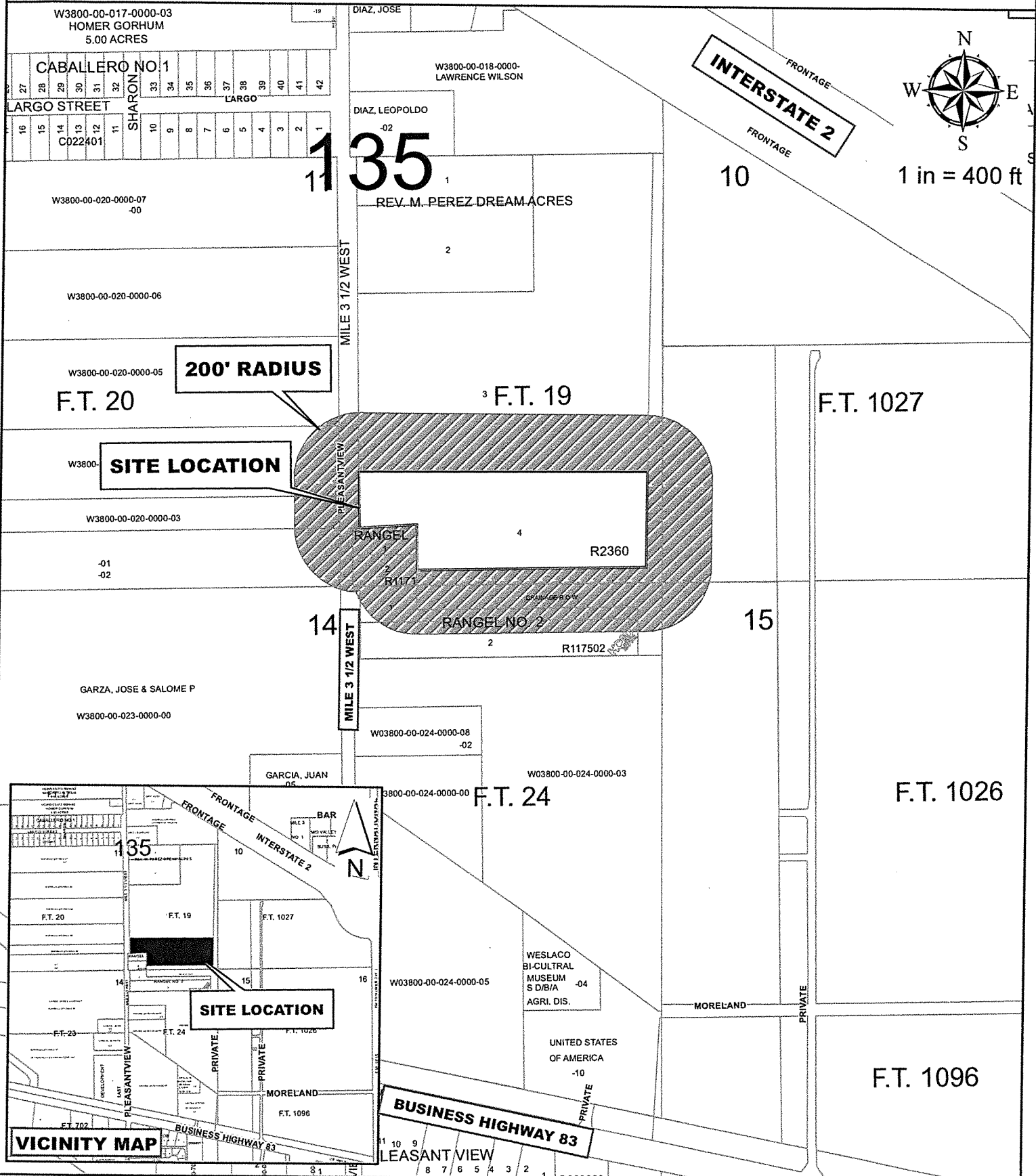
Heydis Sanchez is requesting to rezone 225 S. Pleasantview. Also being Lot 4 & Part of Lot 3 Rev. M. Perez Dream Acres Subdivision Weslaco, Hidalgo County, and Texas from B-1 Neighborhood business district to R-1 One-family dwelling district. Approximately 1600 ft. South of E Frontage Rd.

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

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

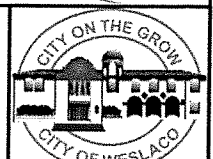
Sincerely,

Rebekah de la Fuente
Senior Planner



**HEYDIS SANCHEZ
REV.M. PEREZ DREAM
ACRES SUBDIVISION
225 S PLEASNTVIEW
PART OF LOT 3 & ALL OF LOT 4**

Purpose for the rezone request
Existing zoning: B-1
Existing land use: OPEN
Prop zone: R-1



OCT 17, 2018

RANGEL SAN JUANITA 342 W MAIN LYFORD TX 78569	R1171-00-000-0001-00 RANGEL LOT 1 301 S PLEASANTVIEW DR	L: 29871 B: 15531
SALAZAR MARIO CESAR PO BOX 412 DONNA TX 78537	R1171-00-000-0002-00 RANGEL LOT 2 301 S PLEASANTVIEW DR	L: 31968 B: 66390
MID VALLEY ASSEMBLY OF GOD PO BOX 755 WESLACO TX 78599	R2360-00-000-0003-00 REV. M. PEREZ DREAM ACRES LOT 3 EXC S35' 0 S PLEASANTVIEW DR	L: 0 B: 0
MID VALLEY ASSEMBLY OF GOD PO BOX 755 WESLACO TX 78596	R2360-00-000-0004-00 REV M. PEREZ DREAM ACRES LOT 4	L: 119543 B: 0
GARZA JOSE & SALOME 302 S PLEASANTVIEW DR WESLACO TX 78596	W3800-00-020-0000-01 WEST TRACT 4.45AC-S5.45AC FT 20 302 S PLEASANTVIEW DR	L: 0 B: 0
GARZA JOSE & SALOME 302 S PLEASANTVIEW DR WESLACO TX 78596	W3800-00-020-0000-02 WEST TRACT 1.0AC-S5.45AC FT 20 0	L: 35000 B: 30337
GARZA SALOME 302 S PLEASANTVIEW DR WESLACO TX 78596	W3800-00-020-0000-03 WEST TRACT N3.03AC-S8.49AC FT 20 302 PLEASANT VIEW DR	L: 0 B: 0
PLEASANTVIEW HOLDING LLC 27838 BIXBY RD LA FERIA TX 78559	W3800-00-020-0000-04 WEST TRACT N215'-S494.80' FT 20 6.52 AC GR 6.38 216 S PLEASANTVIEW DR	L: 31150 B: 3741
BATAQUES LTD 5804 LA QUINTA LN WESLACO TX 78599	W3800-00-020-0000-05 WEST TRACT-S275'-N825 FT 20 8.33 AC GR 8.15AC NET 0 S PLEASANTVIEW DR	L: 42000 B: 78627
GARCIA GUADALUPE & EXCLUSIVE PLATINUM HOME BUILDERS LLC 1618 SANSONE DR MISSION TX 78572	R2360-00-000-0003-05 REV. M. PEREZ DREAM ACRES S35' L OT 3 & ALL LOT 4 225 S PLEASANTVIEW DR	L: 0 B: 0
RANGEL TOMAS IV & MARIA L 307 S PLEASANT VIEW DR WESLACO TX 78596	R1175-02-000-0001-00 RANGEL #2 LOT 1 0	L: 56359 B: 33021
RANGEL TOMAS IV 307 S PLEASANTVIEW DR WESLACO TX 78596	R1175-02-000-0002-00 RANGEL #2 LOT 2 0	L: 18912 B: 162904

OCT 17, 2018

HIDALGO COUNTY IRRIGATION DIST

R1175-02-000-0000-00

L: 8459

RANGEL #2 N75'-E968' & S150'-E75

PO BOX 237

' D/D R/O/W

B: 0

MERCEDES TX 78570

0

ORDINANCE NO. 2018-42

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 225 S. PLEASANTVIEW ALSO BEING LOT 4 & PART OF LOT 3 REV. M. PEREZ DREAM ACRES SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM B-1 NEIGHBORHOOD BUSINESS DISTRICT TO R-1 ONE-FAMILY DWELLING DISTRICT.

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

SECTION I: B-1 Neighborhood business district to R-1 One-family dwelling district being 225 S. Pleasantview also being Lot 4 & Part of Lot 3 Rev. M. Perez Dream Acres Subdivision, Weslaco, Hidalgo County, Texas.

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

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

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Aida Vega, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2094	
From: Joe Pedraza			
Subject: Discussion and consideration after public hearing on behalf of RGV PorVenir LLC to approve Ordinance 2018-43 rezoning 2318 E. Expressway 83. Also being 1.0560.57-S14.47,N20 AC acres tract out of Farm tract 17, West Tract Subdivision a/k/a Lot 13&14, Block 9, James Black Subdivision Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-2 Secondary Highway Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2018-43. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to B-2 Secondary highway business district. Fourteen (14) property owners within 200 feet of the applicant's property were notified by letter on October 26, 2018.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on October 22, 2018.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on November 7, 2018.			
Kayla Arevalo Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 2318 E EXWY 83- Aerial, 2318 E EXWY 83 - REZONE, O2018-43 rezone 2318 E. Expwy 83			

Responsibilities upon Approval:

Staff will notify applicant.

Rezone Request

2318 E. Expressway 83

Legend



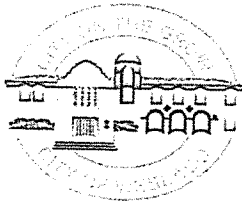
Google Earth

© 2018 Google
© 2018 INEGI

E Plaza St

500 ft





APPLICATION FOR REZONING

RECEIVED

OCT 15 2018

Planning &
Code Enforcement Dept.

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. REZ19-00002

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 1.056 Ac out of Farm Tract 17 Block _____

Subdivision Name West Tract Subdivision

Street Address 2318 E Expressway 83

Existing Zoning R-1 Residential Existing Land Use Commercial

Proposed Zoning Commercial B-2 Proposed Land Use Commercial

☒ \$300.00 non-refundable filing fee.

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

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

☒ City and school tax receipts attached.

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

→ APPLICANT

Name RGV PorVenir LLC Phone 956-969-2525

Address 2401 E. Expressway 83 Fax: 956-973-9843

City Weslaco State TX Zip Code 78596 E-Mail: austinp@paynegroup.com

→ OWNER

Name RGV PorVenir LLC Phone 956-969-2525

Address 2401 E. Expressway 83 Fax: 956-973-9843

City Weslaco State TX Zip Code 78596 E-Mail: austinp@paynegroup.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 10-08-18

→ Signature [Signature] Date 10-08-18

Signature _____ Date _____

Authorized Agent

DESCRIPTION OF 1.056 ACRES OF LAND

BEING 1.056 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 17, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 , HIDALGO COUNTY MAP RECORDS, AND SAID 1.056 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

COMMENCING FR REFERENCE AT THE NORTHWEST CORNER OF SAID FARM TRACT 17; THENCE, EAST, 485.24 FEET WITH THE NORTH LINE OF SAID FARM TRACT 17 TO A POINT. THENCE SOUTH 57°40'18" EAST, 189.80 FEET, WITH THE SOUT RIGHT OF WAY LINE OF U.S. EXPRESSWAY 83 TO A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR THE POINT OF BEGINNING AND THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 57°40'18" EAST, 250.00 FEET, WITH THE SOUTH RIGHT OF WAY LINE OF SAID U.S. EXPRESSWAY 83 TO A ½-INCH IRON ROD FOUND FOR THE NORHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 32°19'42" WEST, 140.00 FEET, WITH THE WEST LINE OF A 0.32 ACRE TRACT AS DESCRIBED IN DOCUMENT #2906413 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, TO A POINT FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED AND THE SOUTHWEST CORNER OF SAID 0.32 ACRE TRACT;

THENCE, NORTH 57°40'18" WEST, 146.22 FEET, WITH THE NORTH LINE OF A 0.3788 OF ONE ACRE TRACT AS DESCRIBED IN DOCUMENT #1851593 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, TO A POINT FOR AN INSIDE CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 32°19'42" WEST, 100.00 FEET, WITH THE WEST LINE OF SAID 0.3788 OF ONE ACRE TRACT TO A ½-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 0.3788 OF ONE ACRE TRACT AND THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 57°40'18" WEST, 110.00 FEET, WITH THE NORTH RIGHT OF WAY LINE OF GEM STREET TO A ½-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 32°19'42" EAST, 100.00 FEET, WITH THE EAST LINE OF LOT 16, PROFESSIONAL & MEDICAL COMPLEX, PHASE I AS PER MAP RECORDED IN DOCUMENT #2108095 MAP RECORDS OF HIDALGO COUNTY, TEXAS, TO A ½-INCH IORN ROD FOUND FOR CORNER;

THENCE, SOUTH 57°40'18" EAST, 6.22 FEET, WITH THE SOUTH LINE OF A 0.582 ACRE TRACT AS DESCRIBED IN DOCUMENT #2713516 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, TO A ½-INCH IRON ROD FOUND FOR AN INSIDE CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 32°19' 42" EAST, 140.00 FEET, WITH THE EAST LINE OF SAID 0.582 ACRE TRACT TO THE POINT OF BEGINNING AND CONTAINING 1.056 ACRES OF LAND MORE OR LESS.

ARMANDO ROBERTS, B.P.S. #4032

REYNALDO ROBERLES, R.P.L.S. #4012

SURVEY PLAT OF
1.056 ACRES OF LAND OUT OF
FARM TRACT 17
WEST TRACT SUBDIVISION
HIDALGO COUNTY, TEXAS
PER MAP RECORDED IN VOLUME 2, PAGE 34-37, N.C.M.R.

LEGEND

- Found 1/2" iron rod
- Set nail
- Firehydrant
- Found 3/4" iron pipe
- Found cotton picker spindle
- Telephone postcast
- Manhole
- Light post
- Chalklink fence
- Wood fence
- Iron fence
- Power pole

BASIS OF BEARINGS:
S. R.O.W. LINE
EXPRESSWAY 83

19946

PROPERTY ADDRESS: 2813 E. EXPRESSWAY 83
MESA, AZ 85204

PREPARED FOR: JUAN ALONZO

RA ROBLES AND ASSOCIATES, PLLC

P.O. Box 475
107 W. Hulsace St.
Weslaco, Texas 78586

PHONE (506) 865-242
FAX (506) 865-201

SURVEYED: 08-21-18	DRAWN BY: PG/08-22-18
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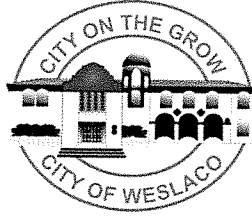
LINE	COMMITMENT NO.	REMOVED:

EMBOSSSED SEAL OF SURVEYOR OF RECORD.

© COPYRIGHT 2018

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

October 26, 2018

Legal Notice

Dear Occupant:

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

REZONE REQUEST:

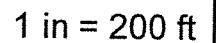
RGV PorVenir LLC is requesting to rezone 2318 E. Expressway 83. Also being 1.0560.57-S14.47,N20 AC acres tract out of Farm tract 17, West Tract Subdivision a/k/a Lot 13&14, Block 9, James Black Subdivision Weslaco, Hidalgo County, and Texas from R-1 One-Family Dwelling District to B-2 Secondary Highway Business District. Approximately 630 ft. West of N Pleasantview Dr. . Possible Action.

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

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

Sincerely,

Rebekah de la Fuente
Senior Planner



F665702

200' RADIUS

P8 ~~10800~~

SITE LOCATION

16
P892501

W3800-00-017-0000-05

INTERSTATE 2

OROZCO, JOS

W3800-00-017-0000-02
MARGARITO M. SOLIS
5.00 ACRES

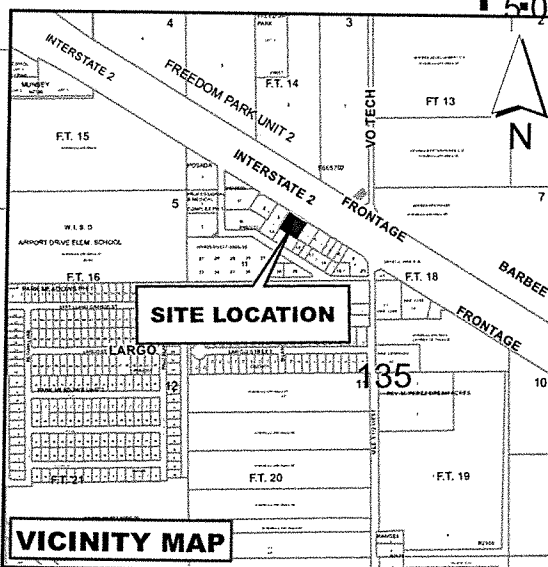
-017-0000-03
R GORHUM
0 ACRES

PRO NO. 1

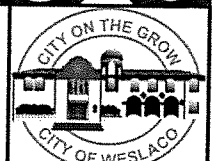
DIAZ, JOSE

DIAZ, LEOPOLDO

-02



Purpose for the rezone request
Existing zoning: R-1
Existing land use: Commercial
Prop zone: B-2



OCT 17, 2018

RGV PORVENIR LLC 84 ARIEN CT BROWNSVILLE TX 78521	W3800-00-017-0000-01 WEST TRACT 0.57AC-S 14.47-N 20AC FT 17 A/K/A U/R JAMES BLACK S/D 2302 E EXPRWY 83	L: 322777 B: 105514
PEREZ FRED Jr PO BOX 27 WESLACO TX 78599	W3800-00-017-0000-05 WEST TRACT 4.74AC BNG 2 IRR TRS - N660' FT 17 4.74AC NET 1 E PLAZA ST	L: 0 B: 0
AYALA MARIA 1502 SOUTHLAND DR WESLACO TX 78596	W3800-00-017-0000-06 WEST TRACT 0.42AC-S 14.47AC-N 20 AC FT 17 A/K/A U/R JAMES BLACK S 225 PLEASANT VIEW DR	L: 43880 B: 72007
GONZALEZ PEDRO C 2222 N WILSON DR WESLACO TX 78599	W3800-00-017-0000-07 WEST TRACT 0.339AC-S14.4711AC-N2 0AC FT 17 0.339AC NET 223 N PLEASANTVIEW DR	L: 37653 B: 78087
YARRISON STEVEN R & SANDRA DE JOSEPH R YARRINSON 2018 E EXPRSWY 83 WESLACO TX 78596	W3800-00-017-0000-08 WEST TRACT 0.48AC-S 14.47-N 20AC FT 17 A/K/A U/R JAMES BLACK S/D 0 E EXPRESSWAY 83	L: 271804 B: 56389
RGV PORVENIR LLC 84 ARIEN CRT BROWNSVILLE TX 78521	W3800-00-017-0000-09 WEST TRACT-0.48AC-S14.47AC-N 20A C FT 17 A/K/A UR JAMES BLACK S/D 2318 E EXPRESSWAY 83	L: 271804 B: 34940
GONZALEZ PEDRO C 2222 N WILSON DR WESLACO TX 78599	W3800-00-017-0000-13 WEST TRACT 0.25AC-S14.47-N20AC F T 17 A/K/A U/R JAMES BLACK S/D L 223 N PLEASANTVIEW DR	L: 28859 B: 85641
VASQUEZ RICARDO 620 S ILLINOIS AVE WESLACO TX 78596	W3800-00-017-0000-14 WEST TRACT 0.32AC-S14.85AC-N20AC -FT 17 A/K/A U R JAMES BLACK S/D 2320 E EXPRESSWAY 83	L: 137717 B: 16366
VASQUEZ ALVARO & CLAUDIA 3296 LOS ARCOS CIR WESLACO TX 78599	W3800-00-017-0000-15 WEST TRACT 0.32AC-S14.85AC-N20AC FT 17 A/K/A UR JAMES BLACK S/D 2402 E EXPRESSWAY 83	L: 181207 B: 19445
AYALA GREGORIO 225 N PLEASANTVIEW DR WESLACO TX 78596	W3800-00-017-0000-17 WEST TRACT 0.13AC-S14.85-N20-FT 17 A/K/A UR JAMES BLACK SUBD W55 0	L: 16182 B: 0
SIFUENTES AMANDA DELEON 2004 METAIRIE RD METAIRIE LA 70005	W3800-00-017-0000-18 WEST TRACT 0.1389AC-S14.85AC-N20 AC FT 17 A/K/A UR JAMES BLACK S/ 229 N PLEASANTVIEW DR	L: 17427 B: 20943
RODRIGUEZ GUADALUPE 2708 DELAWARE ST WESLACO TX 78599	W3800-00-017-0000-23 WEST TRACT 0.16AC-S14.47AC-N20AC FT 17 A/K/A U/R JAMES BLACK S/D 0 E EXPRESSWAY 83	L: 90597 B: 0

City of Weslaco Code Enforcement Dept.

OCT 17, 2018

FREEMAN ROBERT	W3800-00-017-0000-27	L: 41790
2004 METAIRIE RD	WEST TRACT 0.38AC-S14.47AC-N20AC	B: 25863
METAIRIE LA 70005	FT 17 AKA U/R JAMES BLACK S/D L 0	
FARRELL PLUMBING & COOLING INC	P8925-01-000-0016-00	L: 186150
2112 W . BUSINESS 83	PROFESSIONAL & MEDICAL COMPLEX P	B: 14178
WESLACO TX 78596	H 1 LOT 16 412 PROFESSIONAL DRIVE	

ORDINANCE NO. 2018-43

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 2318 E. EXPRESSWAY 83 ALSO BEING 1.0560.57-S14.47,N20 AC ACRES TRACT OUT OF FARM TRACT 17, WEST TRACT SUBDIVISION A/K/A LOT 13&14, BLOCK 9, JAMES BLACK SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-2 SECONDARY HIGHWAY BUSINESS DISTRICT.

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

SECTION I: R-1 One-Family Dwelling District to B-2 Secondary Highway Business District being 2318 E. Expressway 83 also being 1.0560.57-S14.47,N20 AC acres tract out of Farm tract 17, West Tract Subdivision a/k/a Lot 13&14, Block 9, James Black Subdivision, Weslaco, Hidalgo County, Texas.

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

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

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Aida Vega, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2095	
From: Joe Pedraza			
Subject: Discussion and consideration to approve Ordinance 2018-44, the Voluntary Annexation of the 5.153 acres, Weslaco, Hidalgo County, Texas. Approximately 500 ft. North of the intersection of Mile 6 ½ W & W. Expressway 83 on the east side and authorize the Mayor to execute any related documents. First Reading of Ordinance 2018-44. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: The property is within a Flood Zone "X". Developer will begin subdivision process in the next few months. City services are available adjacent to the property. Consensual annexation includes two tracts of land the first of which is the proposed site for the development and the second is the adjacent right-of-way.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on November 7, 2018.			
Kayla Arevalo		Created/Initiated	
Joe Pedraza		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Midway Villas- Aerial, Midway Villas- attachments, O2018-44 annexation 5.153 acres Midway Villas			
Responsibilities upon Approval: Staff will advise applicant.			

st Mile 8 1/2 N

Voluntary Annexation

Proposed Midway Villas

Legend

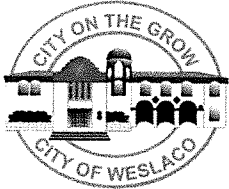


Google Earth

© 2018 Google
© 2018 INEGI



800 ft



APPLICATION FOR VOLUNTARY ANNEXATION

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. ANY 18-00001

RECEIVED

SEP 19 2018

GENERAL INFORMATION

Name of Subdivision: Midway Villas

Location: Approximately 500 ft. North of the intersection of Mile 6 1/2 West & W. Expressway 83 on the east side

Legal Description: 4.613 acres out of Farm Tract 154, Block 179 West Tract

- ☒ Petition for annexation signed and notarized by property owners.
☒ Detailed dimensioned site plan/map must be submitted with this request.
☒ Survey and metes and bounds.
☒ City and school tax receipts attached.

OWNER INFORMATION

Owner's Name: Rosa Maria Valdez Telephone: c/o 381-0981
Address: 3301 S. Airport Dr. Fax: c/o 381-1839
City: Weslaco State: TX Zip: 78596 E-mail: c/o mario@meldenandhunt.com

ENGINEER INFORMATION

Name: Melden & Hunt, Inc. c/o Mario A. Reyna Telephone: 381-0981
Address: 115 W. McIntyre Street Fax: 381-1839
City: Edinburg State: TX Zip: 78541 E-mail: mario@meldenandhunt.com

AUTHORIZATION AND ACKNOWLEDGEMENTS

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

I certify that the above information is correct and complete to the best of my knowledge. I understand that I must comply with all applicable local, state, and federal regulations.

Owner Printed Name: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature: [Signature] Date: 9-17-10

Authorized Agent Printed Name: Maie Reym

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____

Staff Review Date: _____

P & Z Commission Approval: _____

City Commission Approval on First Reading: _____

City Commission Approval on Final Reading: _____

OWNER'S AUTHORIZATION

I, **ROSA MARIA VALDEZ**, hereby authorize Mario A. Reyna, P.E., Project Engineer and Fred Kurth, P.E., President of Melden and Hunt, Inc. to sign all subdivision application(s) and related paperwork unto the City of Weslaco for the proposed multi-family residential development described as 4.613 +/- acres out of FARM TRACT 154, BLOCK 179 WEST TRACT SUBDIVISION LLANO GRANDE GRANT Volume 2, Pages 34-37, H.C.M.R., City of Weslaco, Hidalgo County, Texas.

BY: 
ROSA MARIA VALDEZ, OWNER

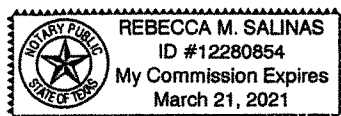
(ACKNOWLEDGEMENT)

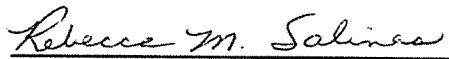
STATE OF TEXAS §

COUNTY OF HIDALGO §

Before me, the undersigned authority on this day personally appeared **ROSA MARIA VALDEZ** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration herein stated.

Given under my hand and seal of office, this 12TH day of SEPTEMBER, 2018.




Notary Public, State of Texas

February 22, 2018

**METES AND BOUNDS DESCRIPTION
4.613 ACRES OUT OF
FARM TRACT 154, BLOCK 179,
WEST TRACT SUBDIVISION
LLANO GRANDE GRANT
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS**

A tract of land containing 4.613 acres situated in the City of Weslaco, Hidalgo County, Texas, being a part or portion out of Farm Tract 154, Block 179, West Tract Subdivision Llano Grande Grant, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, which said 4.613-acre tract is out of a bigger tract conveyed to Rosa Maria Valdez, by virtue of a Warranty Deed recorded under Document Number 2496936, Hidalgo County Official Records, said 4.613 acres also being more particularly described as follows:

BEGINNING at a Nail set on the Southwest corner of Sunflower Subdivision, according to the plat thereof recorded in Volume 29, Page 157B, Hidalgo County Map Records and within the existing right-of-way of Mile 6 ½ West, for the Northwest corner of this tract;

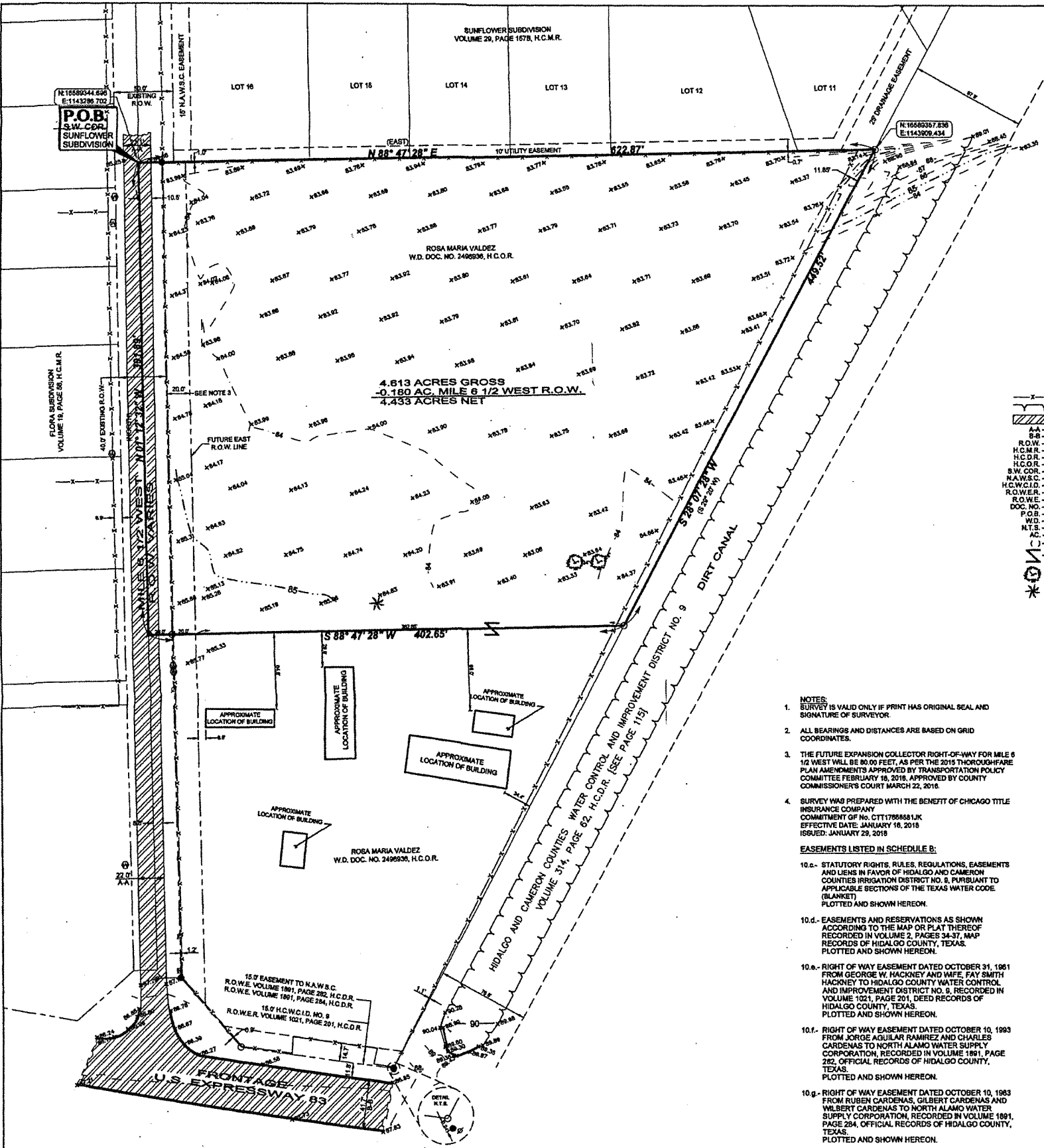
1. THENCE, N 88° 47' 28" E (East deed call) along the South line of said Sunflower Subdivision, at a distance of 20.00 feet pass a No. 4 rebar found on the existing East right-of-way line of Mile 6 ½ West, continuing a total distance of 622.87 feet to a No. 4 rebar set [Northing: 16589357, Easting: 1143909.434] for the Northeast corner of this tract;
2. THENCE, S 28° 07' 28" W (S 29° 20' W deed call) a distance of 449.52 feet to a No. 4 rebar set, for the Southeast corner of this tract;
3. THENCE, S 88° 47' 28" W at a distance of 382.65 feet pass a No. 4 rebar set on the existing East right-of-way line of Mile 6 ½ West, continuing a total distance of 402.65 feet to a Nail set on the West line of said Tract 154, Block 179, the East line of Flora Subdivision, according to the plat thereof recorded in Volume 19, Page 56, Hidalgo County Map Records and within the right-of-way of Mile 6 ½ West, for the Southwest corner of this tract;
4. THENCE, N 01° 12' 32" W (North) along the West line of said Tract 154, Block 179, the East line of said Flora Subdivision and within the right-of-way of Mile 6 ½ West, a distance of 391.89 feet to the POINT OF BEGINNING and containing 4.613 acres, of which 0.180 of one acre lies within the existing right-of-way of Mile 6 ½ West, leaving a net of 4.433 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 01/30/2018 UNDER MY DIRECTION AND SUPERVISION.


ROBERTO N. TAMEZ, R.P.L.S. #6238

02/22/18
DATE:





LEGEND

- FOUND NO. 4 REBAR
- SET NO. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ⊙ SET NAIL
- ⚡ POWER POLE
- ⊞ TELEPHONE PEDESTAL
- ⊞ UNDERGROUND CABLE MARKER
- ⊞ WATER METER
- CHAIN LINK FENCE
- CANAL/DITCH LINE
- ASPHALT AREA
- A-A- EDGE OF ASPHALT TO EDGE OF ASPHALT
- B-B- BACK OF CURB TO BACK OF CURB
- R.O.W.- RIGHT OF WAY
- H.C.M.R.- HIDALGO COUNTY MAP RECORDS
- H.C.D.R.- HIDALGO COUNTY DEED RECORDS
- H.C.O.R.- HIDALGO COUNTY OFFICIAL RECORDS
- S.W. COR.- SOUTHWEST CORNER
- N.A.W.S.C.- NORTH ALAMO WATER SUPPLY CORPORATION
- H.C.W.C.I.D.- HIDALGO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT
- R.O.W.E.R.- RIGHT OF WAY EASEMENT FOR RELOCATION
- R.O.W.E.- RIGHT OF WAY EASEMENT
- DOC. NO.- DOCUMENT NUMBER
- P.O.B.- POINT OF BEGINNING
- W.D.- WARRANTY DEED
- N.T.S.- NOT TO SCALE
- AC.- OF ONE ACRE
- ()- RECORDED DEED CALLS
- N- SAME OWNER
- ⊙ PECAN TREE (SIZE AS NOTED)
- * PALM TREE

- NOTES:**
- SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
 - ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.
 - THE FUTURE EXPANSION COLLECTOR RIGHT-OF-WAY FOR MILE 6 1/2 WEST WILL BE 80.00 FEET, AS PER THE 2015 THOROUGHFARE PLAN AMENDMENTS APPROVED BY TRANSPORTATION POLICY COMMITTEE FEBRUARY 16, 2016. APPROVED BY COUNTY COMMISSIONER'S COURT MARCH 22, 2016.
 - SURVEY WAS PREPARED WITH THE BENEFIT OF CHICAGO TITLE INSURANCE COMPANY COMMITMENT OF NO. CTT17886581JK EFFECTIVE DATE: JANUARY 16, 2018 ISSUED: JANUARY 23, 2018
- EASEMENTS LISTED IN SCHEDULE B:**
- 10.a- STATUTORY RIGHTS, RULES, REGULATIONS, EASEMENTS AND LIENS IN FAVOR OF HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 8, PURSUANT TO APPLICABLE SECTIONS OF THE TEXAS WATER CODE (BLANKET) PLOTTED AND SHOWN HEREON.
 - 10.d- EASEMENTS AND RESERVATIONS AS SHOWN ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, PLOTTED AND SHOWN HEREON.
 - 10.e- RIGHT OF WAY EASEMENT DATED OCTOBER 31, 1961 FROM GEORGE W. RACKNEY AND WIFE, FAY SMITH RACKNEY TO HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 8, RECORDED IN VOLUME 1021, PAGE 201, DEED RECORDS OF HIDALGO COUNTY, TEXAS, PLOTTED AND SHOWN HEREON.
 - 10.f- RIGHT OF WAY EASEMENT DATED OCTOBER 10, 1993 FROM JORGE AGUILAR RAMIREZ AND CHARLES CARDENAS TO NORTH ALAMO WATER SUPPLY CORPORATION, RECORDED IN VOLUME 1891, PAGE 262, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, PLOTTED AND SHOWN HEREON.
 - 10.g- RIGHT OF WAY EASEMENT DATED OCTOBER 10, 1993 FROM RUBEN CARDENAS, GILBERT CARDENAS AND WILBERT CARDENAS TO NORTH ALAMO WATER SUPPLY CORPORATION, RECORDED IN VOLUME 1891, PAGE 264, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, PLOTTED AND SHOWN HEREON.

FLOOD ZONE
ZONE "X" (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE 100-YEAR FLOODPLAIN
COMMUNITY PANEL NUMBER: 480334 0400 C
MAP REVISED: JAN 6, 2009

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A CATEGORY 1A CONDITION II SURVEY AND THAT IT SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS. THIS SURVEY WAS MADE ON THE GROUND ON 01/30/2018 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 12/22/18



**PLAT SHOWING
4.613 ACRES OUT OF
FARM TRACT 154, BLOCK 179
WEST TRACT SUBDIVISION
LLANO GRANDE GRANT
VOLUME 2, PAGES 34-37, H.C.M.R.
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS**

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

227 N. P.M. 3167
80 GRANDE OTTY. TX 78661
PH: (361) 361-0861
FAX: (361) 361-1038
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WWW.MELDENANDHUNT.COM

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EDINBURG, TX 78541
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October 9, 2018

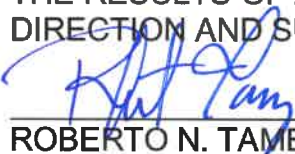
**METES AND BOUNDS DESCRIPTION
0.540 OF ONE ACRE
OUT OF FLORA SUBDIVISION
AND OUT OF
FARM TRACT 154, BLOCK 179,
THE WEST AND ADAMS TRACT
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS**

A tract of land containing 0.540 of one acre situated in the City of Weslaco, Hidalgo County, Texas, being a part or portion out of Flora Subdivision, according to the plat thereof recorded in Volume 19, Page 56, Hidalgo County Map Records and out of Farm Tract 154, Block 179, The West and Adams Tract, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, said 0.540 of one acre also being more particularly described as follows:

BEGINNING at a Nail set at the Southwest corner of Sunflower Subdivision, according to the plat thereof recorded in Volume 29, Page 157B, Hidalgo County Map Records, for the Northernmost Northeast corner of this herein described tract;

1. THENCE, S 01° 12' 32" E within the existing right-of-way of Mile 6 ½ West, a distance of 391.89 feet to a Nail set, for an inside corner of this tract;
2. THENCE, N 88° 47' 28" E a distance of 20.00 feet to a No. 4 rebar set on the existing East right-of-way line of Mile 6 ½ West, for the Southernmost Northeast corner of this tract;
3. THENCE, S 01° 12' 32" E along the existing East right-of-way line of Mile 6 ½ West, a distance of 284.62 feet to a No. 4 rebar found, for an inside corner of this tract;
4. THENCE, S 41° 16' 39" E along an existing right-of-way clip line, a distance of 76.65 feet to a No. 4 rebar set, for the Southeast corner of this tract;
5. THENCE, in a Northwesterly direction along the existing North right-of-way line of U.S. Expressway 83 – Frontage and along a curve to the right, with a central angle of 001° 26' 24", a radius of 5,579.65 feet, an arc length of 140.24 feet, a tangent of 70.12 feet, and a chord that bears N 80° 44' 37" W a distance of 140.24 feet to the Southwest corner of this tract;
6. THENCE, N 49° 18' 35" E along an existing right-of-way clip line, a distance of 62.92 feet to an inside corner of this tract;
7. THENCE, N 01° 12' 32" W along the West right-of-way line of Mile 6 ½ West, a distance of 669.71 feet to the Northwest corner of this tract;
8. THENCE, N 88° 47' 28" E a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.540 of one acre of land, more or less.

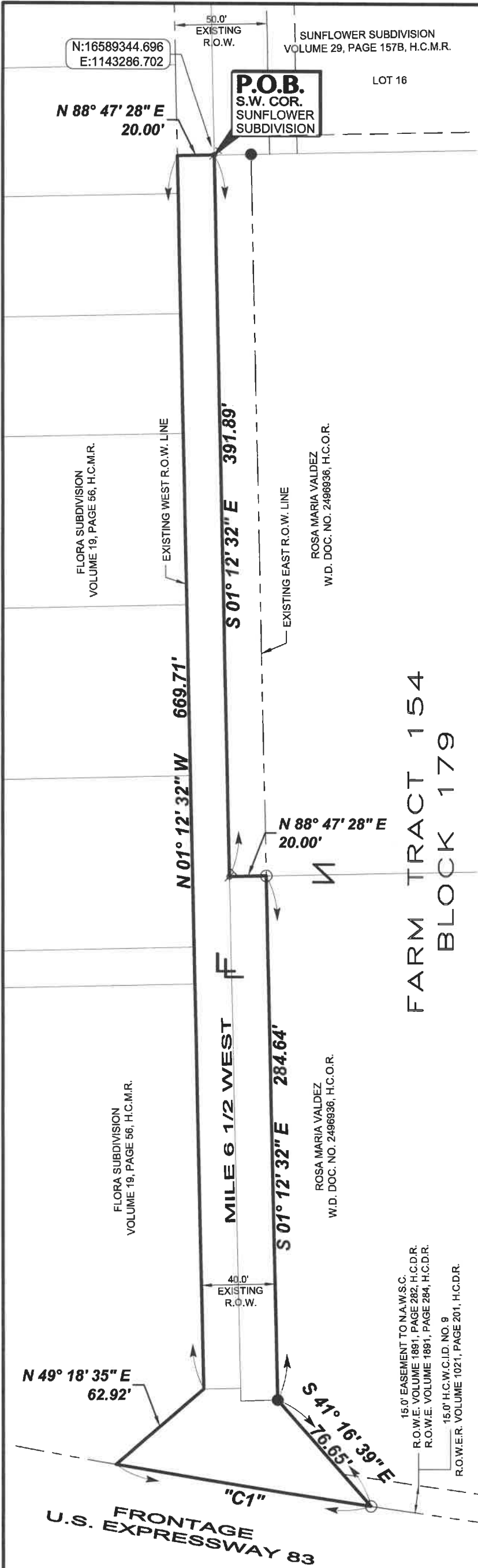
I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 01/30/2018 UNDER MY DIRECTION AND SUPERVISION.



ROBERTO N. TAMEZ, R.P.L.S. #6238

10/10/18
DATE:





LEGEND

- FOUND No.4 REBAR
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ⚡ SET NAIL

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
S.W. COR. - SOUTHWEST CORNER
N.A.W.S.C. - NORTH ALAMO WATER SUPPLY CORPORATION
H.C.W.C.I.D. - HIDALGO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT
R.O.W.E.R. - RIGHT OF WAY EASEMENT FOR RELOCATION OF IRRIGATION PIPE LINE
R.O.W.E. - RIGHT OF WAY EASEMENT
DOC. NO. - DOCUMENT NUMBER
P.O.B. - POINT OF BEGINNING
W.D. - WARRANTY DEED
AC. - OF ONE ACRE

L - LOT LINE
N - SAME OWNER

NOTES:

- SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
- SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.
- ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
"C1"	001° 26' 24"	5579.65'	140.24'	70.12'	140.24'	N 80° 44' 37" W

**PLAT SHOWING
0.540 OF ONE ACRE
OUT OF FLORA SUBDIVISION
VOLUME 19, PAGE 56, H.C.M.R.
AND OUT OF
FARM TRACT 154, BLOCK 179,
THE WEST AND ADAMS TRACT
VOLUME 2, PAGES 34-37, H.C.M.R.
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS**

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 01/30/2018 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 10/18/18



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591

PAGE: 2 OF 2
BOOK: T-1053, PG. 19
DATE: 10/09/2018
JOB No. 18034.08
FILE NAME: 18034.08
DRAWN BY: J.L.G.

115 W. MCINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

ORDINANCE NO. 2018-44

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 5.153 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 5.153 acres and are more specifically described as follows, to-wit:

Tract I:

A tract of land containing 0.540 of one acre situated in the City of Weslaco, Hidalgo County, Texas, being a part or portion out of Flora Subdivision, according to the plat thereof recorded in Volume 19, Page 56, Hidalgo County Map Records and out of Farm Tract 154, Block 179, The West and Adams Tract, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, said 0.540 of one acre also being more particularly described as follows:

BEGINNING at a Nail set at the Southwest corner of Sunflower Subdivision, according to the plat thereof recorded in Volume 29, Page 157B, Hidalgo County Map Records, for the Northernmost Northeast corner of this herein described tract;

THENCE, S 01° 12' 32" E within the existing right-of-way of Mile 6 % West, a distance of 391.89 feet to a Nail set, for an inside corner of this tract;

THENCE, N 88° 47' 28" E a distance of 20.00 feet to a No. 4 rebar set on the existing East right-of-way line of Mile 6 % West, for the Southernmost Northeast corner of this tract;

THENCE, S 01° 12' 32" E along the existing East right-of-way line of Mile 6 % West, a distance of 284.62 feet to a No.4 rebar found, for an inside corner of this tract;

THENCE, S 41° 16' 39" E along an existing right-of-way clip line, a distance of 76.65 feet to a No.4 rebar set, for the Southeast corner of this tract;

THENCE, in a Northwesterly direction along the existing North right-of-way line of U.S. Expressway 83- Frontage and along a curve to the right, with a central angle of 001° 26' 24", a radius of 5,579.65 feet, an arc length of 140.24 feet, a tangent of 70.12 feet, and a chord that bears N 80° 44' 37" W a distance of 140.24 feet to the Southwest corner of this tract;

THENCE, N 49° 18' 35" E along an existing right-of-way clip line, a distance of 62.92 feet to an inside corner of this tract;

THENCE, N 01° 12' 32" W along the West right-of-way line of Mile 6% West, a distance of 669.71 feet to the Northwest corner of this tract;

THENCE, N 88° 47' 28" E a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.540 of one acre of land, more or less.

Tract II:

A tract of land containing 4.613 acres situated in the City of Weslaco, Hidalgo County, Texas, being a part or portion out of Farm Tract 154, Block 179, West Tract Subdivision Llano Grande Grant, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, which said 4.613-acre tract is out of a bigger tract conveyed to Rosa Maria Valdez, by virtue of a Warranty Deed recorded under Document Number 2496936, Hidalgo County Official Records, said 4.613 acres also being more particularly described as follows:

BEGINNING at a Nail set on the Southwest corner of Sunflower Subdivision, according to the plat thereof recorded in Volume 29, Page 157B, Hidalgo County Map Records and within the existing right-of-way of Mile 6 ½ West, for the Northwest corner of this tract;

THENCE, N 88° 47' 28" E (East deed call) along the South line of said Sunflower Subdivision, at a distance of 20.00 feet pass a No. 4 rebar found on the existing East right-of-way line of Mile 6 ½ West, continuing a total distance of 622.87 feet to a No. 4 rebar set [Northing: 16589357, Easting: 1143909.434] for the Northeast corner of this tract;

THENCE, S 28° 07' 28" W (S 2go 20' W deed call) a distance of 449.52 feet to a No. 4 rebar set, for the Southeast corner of this tract;

THENCE, S 88° 47' 28" W at a distance of 382.65 feet pass a No. 4 rebar set on the existing East right-of-way line of Mile 6 ½ West, continuing a total distance of 402.65 feet to a Nail set on the West line of said Tract 154, Block 179, the East line of Flora Subdivision,

according to the plat thereof recorded in Volume 19, Page 56, Hidalgo County Map Records and within the right-of-way of Mile 6 1/2 West, for the Southwest corner of this tract;

THENCE, N 01° 12' 32" W (North) along the West line of said Tract 154, Block 179, the East line of said Flora Subdivision and within the right-of-way of Mile 6 1/2 West, a distance of 391.89 feet to the POINT OF BEGINNING and containing 4.613 acres, of which 0.180 of one acre lies within the existing right-of-way of Mile 6 1/2 West, leaving a net of 4.433 acres of land, more or less.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Weslaco.

SECTION 6. This ordinance shall be published in one (1) newspaper of general circulation published in Weslaco, once a week for two (2) weeks, after the last reading of the ordinance.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 8. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't. Code*.

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

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Aida Vega, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2097	
From: Joe Pedraza			
Subject: Discussion and consideration to approve the Single lot Variance for Quick Lane Payne Subdivision– being a 1.056 acres out of Farm Tract 17, West Tract Subdivision, a/k/a Lot 13&14, Block 9, James Black Subdivision Weslaco, Hidalgo County, Texas. Approximately 620 ft. West of N Pleasantview Dr. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: The proposed one (1) lot subdivision is inside the City of Weslaco city limits. This subdivision is being serviced with water by the City of Weslaco through an 8" waterline and sewer by the City of Weslaco services through a 10" sewer line. The property is within a Flood Zone "X".			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval the Single Lot Variance on November 7, 2018.			
Kayla Arevalo Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: QUICK LANE SUBDIVISION - ATTACHMENTS, QUICKLANE PAYNE			
Responsibilities upon Approval: Staff will notify applicant.			



SUBDIVISION PLATTING APPLICATION

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

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

FILE NO. SUB19-00002

This form shall be completed by the Property Owner or Applicant and submitted to the Planning Department along with the required number of copies of the respective plat, review fee and all other required information listed below and in the Subdivision Ordinance. The submittal of an application does not constitute acceptance for processing until the staff reviews and determines the application is complete.

STAFF USE ONLY

☐ Single Lot Variance ☐ Minor Plat ☐ Planned Unit Development ☐ Standard Subdivision

GENERAL INFORMATION

Name of Subdivision: Quicklane Payne Subdivision

Location: _____

Legal Description: 1.056 acres out of farm tract 17, west tract subdivision as per map recorded in Vol. 2, pages 34-37, Hidalgo County

Is subdivision inside city limits? ☒ YES ☐ NO

If subdivision is in the ETJ, indicate? ☐ 3.5 Mile ☐ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R-1 Residential

Existing Land Use: Commercial Proposed Land Use: Commercial

Number of Lots Proposed: 1 Gross Acreage: 1.056

Title Report Submitted: ☒ YES ☐ NO

OWNER INFORMATION

Owner's Name: RGV Portvenir LLC Telephone: (956) 969-2525

Address: 2401 E Expressway 83 Fax: (956) 973-9843

City: Weslaco State: TX Zip: 78596 E-mail: austinp@paynegroup.com

ENGINEER INFORMATION

Name: Altex Engineering-Juan Alonzo P.E. Telephone: (956) 294-1241

Address: 601 N Vermont Ave, Suite 207 Fax: _____

City: Mercedes State: TX Zip: 78570 E-mail: jalonzo@altexeng.com

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

UTILITY PROVISIONS

Will proposed subdivision connect to:

- ☒ YES ☐ NO Water Provision: City of Weslaco
- ☒ YES ☐ NO Wastewater Provision: City of Weslaco
- ☒ YES ☐ NO Electric Company: AEP

☐ YES ☐ NO Phone Utility _____	☐ YES ☐ NO Gas Utility _____	☐ YES ☐ NO Cable Utility _____
--	--	--

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>#1</u>	☒ YES ☐ NO Irrigation District <u>HCCID #9</u>
---	---

Has the property been assessed as flat rate irrigable property: ☐ YES ☒ NO

Have Water Rights been conveyed to City/Water Supplier? ☐ YES ☒ NO

(Attach written proof of such assessment or that it has never been assessed as such a property) If YES, attach an estimate from the irrigation district of the proportional water rights for the subdivision as calculated under Texas Water Code § 49.505.

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

- _____ Two (2) sets of plats folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov
- _____ \$350.00 Planning Review fee
- _____ One 11" X 17" reduced copy of plat
- _____ Plat Layout
 - _____ Existing & Proposed Easements
 - _____ Existing & Proposed ROW
 - _____ Existing & Proposed Drainage Easements
 - _____ Contours
 - _____ Flood Zones
 - _____ Adjoiners
 - _____ Existing street names
- _____ Drainage plans and calculations with engineer's seal
 - _____ Elevations
 - _____ Flood directional arrows
 - _____ Detention areas
 - _____ Street names
- _____ Proof of ownership of the property
- _____ If septic tank system required, submit soil evaluation report
- _____ Water Rights associated with the property
- _____ Tax Receipt for all taxing entities showing that taxes are paid in full

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

- _____ Twelve (12) sets of preliminary plat folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov
- _____ \$350.00 (one time fee for preliminary and final plat)
- _____ One 11" X 17" reduced copy of plat
- _____ Plat Layout
 - _____ Existing & Proposed Easements
 - _____ Existing & Proposed ROW
 - _____ Existing & Proposed Drainage Easements

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

- ☐ Contours
- ☐ Flood Zones
- ☐ Adjoiners
- ☐ Existing & Proposed street names
- ☐ Utility Layout
- ☐ Existing & Proposed Utilities
- ☐ Proposed Fire Hydrants
- ☐ Adjoiners
- ☐ Street names
- ☐ Drainage plans and calculations with engineer's seal
- ☐ Elevations
- ☐ Flood directional arrows
- ☐ Detention areas
- ☐ Street names
- ☐ Proof of ownership of the property
- ☐ If septic tank system required, submit soil evaluation report
- ☐ Water Rights associated with the property
- ☐ Tax Receipt for all taxing entities showing that taxes are paid in full
- ☐ Number of fire hydrants proposed for subdivision
- ☐ Trip Generation Worksheet

SUBMITTALS REQUIRED FOR FINAL (P & Z) **Will not apply to Single Lot Variance**

- ☐ Twelve (12) sets of plans **FOLDED & STAPLED** (24 x 36) & PDF copy **with all corrections**
- ☐ Plats to be sealed by Professional Engineer
- ☐ Approved Drainage Report
- ☐ Traffic Impact Analysis (If required)

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- ☐ One set of 8 1/2 x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

- ☐ Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
- ☐ Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
- ☐ Notice of Intent
- ☐ SW3P

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

- ☐ Electronic file of final plat and as-builds
- ☐ Reproducible plat to be recorded with all required signatures
- ☐ 3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
- ☐ 2% inspection fee
- ☐ Park Fees
- ☐ Checks or Receipts: HCCID #9; HCDD #1; County Clerk
- ☐ Tax certificates
- ☐ Memo from engineering inspector releasing subdivision
- ☐ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
- ☐ 30 Year Water and 30 Year Sewer Service Agreements
- ☐ Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

- ☐ Sealed engineering cost estimates
- ☐ Letter of Credit/Performance Bond/Escrow

** Any revisions requested would require resubmission of plats and reduced copy reflecting changes.

AUTHORIZATION AND ACKNOWLEDGEMENTS

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

I certify that the above information is correct and complete to the best of my knowledge. I understand that I must comply with all applicable local, state, and federal regulations.

Owner Printed Name: RGV PerVenir LLC

Owner Signature: [Signature] Date: 10-31-18

_____ is the authorized agent

Authorized Agent Signature: [Signature] Date: 10-31-18

Authorized Agent Printed Name: Simon Alonzo-Alter Eng.

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid: _____

P & Z Commission Approval on Preliminary Plat: _____

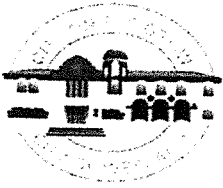
P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____



SUBDIVISION REVIEW APPLICATION

RECEIVED

OCT 15 2018

Planning &
Code Enforcement Dept.

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. SRV19-00002

This form shall be completed by the Property Owner or Applicant and submitted to the Planning Department along with the required number of copies of the respective plat, review fee and all other required information listed below and in the Subdivision Ordinance. The submittal of an application does not constitute acceptance for processing until the staff reviews and determines the application is complete.

GENERAL INFORMATION

→ Name of Subdivision: QUICK LANE PAYNE SUBDIVISION

Location: _____

Legal Description: 1.056 acres out of farm tract 17, West tract Subdivision as per map recorded in vol. 2, pages 34-37, Hidalgo County

Is subdivision inside city limits? ☒ YES ☐ NO

If subdivision is in the ETJ, indicate? ☐ 3.5 Mile ☐ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R-1 Residential

Existing Land Use: Commercial Proposed Land Use: Commercial

Number of Lots Proposed: 1 Gross Acreage: 1.056

→ Title Report Submitted: ☒ YES ☐ NO

OWNER INFORMATION

Owner's Name: RGV PorVenir LLC Telephone: 956-969-2525

Address: 2401 E. Expressway 83 Fax: 956-973-9843

City: Weslaco State: TX Zip: 78596 E-mail: austinp@paynegroup.com

ENGINEER INFORMATION

Name: Altex Engineering - Juan Alarzo ^{PE} Telephone: (956) 294-1241

Address: 601 N. Vermont Ave, Suite 207 Fax: _____

City: Mercedes State: TX Zip: 78570 E-mail: jalarzo@altexeng.com

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

UTILITY PROVISIONS

Will proposed subdivision connect to:

- ☒ YES ☐ NO Water Provision: City of Weslaco
- ☒ YES ☐ NO Wastewater Provision: City of Weslaco
- ☒ YES ☐ NO Electric Company: AEP

☐ YES ☐ NO Phone Utility	☐ YES ☐ NO Gas Utility	☐ YES ☐ NO Cable Utility
--	--	--

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>#1</u>	☒ YES ☐ NO Irrigation District <u>HCCID #9</u>
---	---

Has the property been assessed as flat rate irrigable property: ☐ YES ☒ NO

Have Water Rights been conveyed to City/Water Supplier? ☐ YES ☒ NO

(Attach written proof of such assessment or that it has never been assessed as such a property) If YES, attach an estimate from the irrigation district of the proportional water rights for the subdivision as calculated under Texas Water Code § 49.505.

SUBMITTALS REQUIRED FOR SUBDIVISION REVIEW

- ☒ Seven (7) sets of preliminary plat folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov
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- ☒ One 11" X 17" reduced copy of plat
- ☒ Plat Layout
 - ☒ Existing & Proposed Easements
 - ☒ Existing & Proposed ROW
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 - ☒ Proposed Fire Hydrants
 - ☒ Adjoiners
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- ☒ Drainage plans and calculations with engineer's seal
 - ☒ Elevations
 - ☒ Flood directional arrows
 - ☒ Detention areas
 - ☒ Street names
- ☒ Proof of ownership of the property
- ☒ If septic tank system required, submit soil evaluation report
- ☒ Water Rights associated with the property
- ☒ Tax Receipt for all taxing entities showing that taxes are paid in full
- ☒ Number of fire hydrants proposed for subdivision
- ☒ Trip Generation Worksheet

AUTHORIZATION AND ACKNOWLEDGEMENTS

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

I certify that the above information is correct and complete to the best of my knowledge. I understand that I must comply with all applicable local, state, and federal regulations.

Owner Printed Name: RGV Porvenir LLC

Owner Signature: [Signature] Date: 10-08-18

_____ is the authorized agent

Authorized Agent Signature: [Signature] Date: 10-08-18

Authorized Agent Printed Name: Juan Alonzo Altex Eng.

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid 10/15/18

Preliminary Subdivision Review Date: _____

General Comments: _____

CITY OF WESLACO

PLANNING AND CODE ENFORCEMENT DEPARTMENT

Subdivision Review MEETING

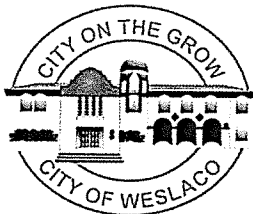
NAME OF SUBDIVISION: QUICKLANE 10/24/2018

SIGN IN FORM

1	Name	Company	Phone #
2	Rebelrah delc Fuentz	cow	447-3401
3	Juan Alonzo	Altex Eng	294-1241
4	Jeremy Anciso	cow	968-3181
5	Eric Hernandez	cow PD	778-3417
6	Mike Swinner	Wfmo	447-3415
7	Marcelo Cosm	C.O.W	532-8392
8	Rolando Garza	City of Weslaco	447-3401
9			
10			
11			
12			
13			
14			
15			
16			
17			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

October 24, 2018

Altex Engineering
c/o Juan Alonzo, P.E.
601 N Vermont Ave, Ste 207
Mercedes, Texas 78570

Re: Quicklane Subdivision

Dear Applicant:

As per the plan set received, please find below general comments that need to be addressed for the above-mentioned subdivision:

1. Identify the point of commencement
2. Metes and bounds description must match plan view as provided. Plan is missing several bearings and measurements
3. Amend Plat Note 13: Streetlight must be located every 300 feet.
4. Add Plat Note: No permanent structures are permitted over any easements.
5. Minimum Building Setback lines shall be as follows:
 - a. Front yard. There shall be a front yard along the front line of the lot.
 - i. Corridors identified on the Hidalgo County Thoroughfare Map: The minimum depth of a front yard one foot back from property line for each two feet in building height, not to exceed one-half of the width of the abutting dedicated right-of-way or in line with the majority setback of existing structures along the same block, whichever is greater.
 - ii. All other corridors: the minimum lot depth shall be 20 feet.
 - b. Side yards. There shall be a side yard of not less than 5 feet, except that on a corner lot, the side yard on a street side shall be 10 feet.
 - c. Rear yard. The rear yard setback shall be 10 feet.
6. Add Plat Note: A 5 ft. sidewalk is required along exterior perimeter upon the issuance of a building permit.
7. Add Plat Note: Landscaping is required per city ordinance.
8. Property is zoned residential, property will need to be rezoned for commercial use.

Should you need additional information or have any questions, please call the Planning Department at (956) 447-3401.

Sincerely,

Rebekah de la Fuente, CFM
Senior Planner

WESLACO FIRE MARSHAL'S OFFICE
255 S. Kansas
Weslaco, Texas 78596
(956) 447-3415 Fax (956) 969-4921

DATE: 10/22/18 OCCUPANCY CLASS: Subdivision
FACILITY NAME: Payne Quick Lane Subdivision
PHYSICAL & MAILING ADDRESS: West of Mile 3 1/2 West by East I-2
PHONE #: OWNER/MANAGER:

PLAN REVIEW – CHECK OFF LIST

X		Approved as submitted	X	with notes
	A	Illuminated exit signs and emergency lighting shall be combination with 90-minute battery pack back-up.		
	B	All restrooms shall have emergency lighting with 90-minute battery pack back-up.		
	C	Shall provide minimum 5 lb. ABC dry chemical extinguisher at 75' intervals, annually inspected & tagged by a licensed agency and mounted no higher than 48" from top to ground. NFPA 10, Latest Edition & IFC 2015 Edition, Section 906.		
	D	Shall have fire alarm company submit plans for proposed fire alarm.		
	E	Shall have fire alarm system installed in accordance with the latest editions of NFPA 70 & 72, by a licensed agency and monitored 24/7 by an outside agency. Shall call our office 24 hours in advance for trip test. NFPA 101, Life Safety Code, 2015 Edition		
	F	Shall have fire alarm system tied into the sprinkler system to monitor flow and tamper switches. Shall also be tied into the suppression system for the kitchen hood. NFPA 101, Life Safety Code, 2015 Edition.		
	G	Shall have automatic sprinkler system installed by a licensed agency and in accordance with the latest edition of NFPA 13. Sprinkler company shall submit plans to our office and ISO for review. Shall contact our office 24 hours in advance for underground & aboveground hydrostatic tests. IFC, 2015 Edition, Section 903 & 912 and latest edition of NFPA 13. No ceiling shall be in place until aboveground hydrostatic test has been approved.		
	H	If cooking that releases grease latent vapors, shall provide hood suppression system installed by a licensed agency; hood shall vent to exterior of building. NFPA 96, Latest edition. An approved method shall be provided that will ensure that the appliance(s) is returned to an approved design location, NFPA 96, Section 12.1.2.3.1 Shall call our office 24 hours in advance for trip test. IFC, 2015 Edition, Section 904.		
	I	Shall have 1 – K extinguisher for kitchen annually inspected by a licensed agency. IFC, 2015 Edition, Section 904.11.5		
X	J	Shall have fire hydrant within 400'. Shall have 4 1/2" outlet facing the street with 18" to 24" clearance from bottom of outlet to grade level for hydrant wrench. Hydrants shall be marked on the streets with reflective blue marker to show location of hydrants. Hydrants shall have 3' clearance from any fences, poles, brush, etc.		
	K	Fire department connection shall be free-standing, away from the building, minimum 1 1/2 times the building height, out of the collapse zone, and within 100' of a fire hydrant. FDC shall be protected from impact with 4" diameter concrete filled bollards, cemented 4' into the ground with 3' above ground. Shall be spaced 3' apart. Shall have a reflective sign indicating "FDC" with 6" high letters, 1/2" wide. IFC, 2015 Edition, Section 903.3.7 and all of section 912, IFC, 2015 Edition, and latest edition of NFPA 13. The FDC connection shall be the 5-inch storz with a 30 to 40-degree downward deflection angle adapter. Tamper protection for backflow preventer shall be of an approved type and approved by Authority Having Jurisdiction.		
X	L	Access roads shall be 26' minimum with hydrant unobstructed, 20' without hydrant unobstructed. All weather surface road that supports the imposed loads of fire apparatus shall be in place (concrete or asphalt).		
X	M	Fire apparatus access road shall comply with IFC 2015 Edition, Appendix D. (Cul-de-sac, wye, hammerhead)		
	N	Shall have evacuation routes, with primary & secondary exits marked, in place. IFC, 2015 Edition, Section 404.		
	O	Shall maintain a clear path for means of egress in the following areas:		
	P	Shall have all exit doors open in the direction of egress travel. If equipped with a locking device, it shall be of an approved type.		
	Q	Every room or space that is an Assembly occupancy shall have the occupant load posted in a conspicuous place.		
	R	Shall maintain 44" clearance between aisles.		
X	S	All access gates to property shall have specs submitted to our office. Shall maintain a 20' clearance or 12' on each side of an island, if present, prior to installation of gate. Shall provide Knox Box Gate Entry System if the gate is automated. Chained gates shall have a Knox padlock in place. If the gate system is automated, all gates in the system shall open automatically.		
	T	Shall post address in front of building plainly visible from the street with 6" x 1/2" stroke letters or numbers.		
	U	Shall have Knox Box, 3200 Series, with hinged door, installed for fire department access. www.KnoxBox.com		
	V	Shall have Knox FDC 5-inch Storz Caps in place. www.KnoxBox.com		
	W	Shall have an exterior door to Riser Room. Shall label Riser Room with a white reflective sign to read "Riser Room" with 6" x 3/4" stroke red letters.		
	X	Shall provide fire lane painted with 6" red striping, with white lettering 4" x 3/4" stroke to read "No Parking Fire Lane" spaced every 10 to 12 feet.		
X	Y	Shall submit a complete set of plans for construction to my office for further requirements. Building Construction Plans.		
	Z	Shall pay appropriate fees for the following:	Plan review	Fire alarm plan review
		Sprinkler system plan review	Aboveground hydro test	Underground hydro test
				Fire alarm trip test
				Suppression system trip test

Asst. Fire Marshal Mike Swinnea
FIRE MARSHAL/FIRE INSPECTOR

DRAINAGE REPORT

FOR

QUICKLANE PAYNE SUBDIVISION

**1.056 ACRES OF LAND
OUT OF FARM TRACT 17
WEST TRACT SUBDIVISION
WESLACO, HIDALGO COUNTY, TEXAS**

Prepared for:

RGV PorVenir LLC

Prepared by:



ALTEX ENGINEERING

**DESIGN ♦ PLANNING ♦ MANAGEMENT
TBPE FIRM REGISTRATION NO. F-19737
601 N. VERMONT AVE., SUITE 207
MERCEDES, TEXAS 78570
PH: (956)792-9305
JALONZO@ALTEXENG.COM**

Project No. 18.110

SEPTEMBER 2018



08-11-18

TABLE OF CONTENTS

A. PROJECT LOCATION	1
B. FLOOD PLAIN	1
C. SOIL CONDITIONS	1
D. EXISTING CONDITIONS	2
E. PROPOSED CONDITIONS.....	2

EXHIBITS

EXHIBIT "A" – LOCATION MAP

EXHIBIT "B" – FIRM ZONE DESIGNATION MAP

EXHIBIT "C" – SOILS SURVEY MAP

EXHIBIT "D" – RUNOFF COEFFICIENTS

EXHIBIT "E" – DRAINAGE CALCULATIONS

EXHIBIT "F" – SUBDIVISION PLAT & DEVELOPMENT DRAINAGE PLAN

DRAINAGE REPORT FOR QUICKLANE PAYNE SUBDIVISION

A. PROJECT LOCATION

Quicklane Payen Subdivision is located on a 1.056-acre tract of land of farm tract 17 of the West Tract Subdivision in Weslaco, Hidalgo County, Texas. The lot is located along East Frontage Rd. approximately 2,500 feet Southeast of the intersection of Airport Drive and East Frontage Rd. The lot is currently developed with commercial developments in the form of retail spaces, storages, and asphalt paving.

B. FLOOD PLAIN

The subject tract predominantly lies in "Zone X", areas determined to be outside 500-year-flood plain, in accordance with F.E.M.A.-F.I.R.M. Community Panel No. 480334 0450 C, Map Revised: June 6, 2000 (Refer to Exhibit B).

C. SOIL CONDITIONS

A review of the Soil Survey of Hidalgo County (Refer to exhibit C) indicates the subject tract lies in an area of predominantly Hidalgo Sandy Clay Loam that has moderately well drained properties.

Hidalgo Sandy Clay Loam:

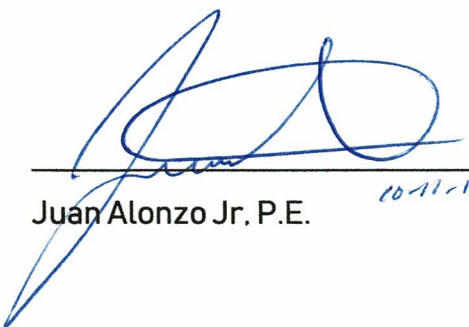
The Hidalgo Sandy Clay Loam, consists of deep, well drained, moderately permeable soils that formed in calcareous loamy sediments. These soils are on nearly level to gently sloping uplands. Slope gradients are mostly less than 2 percent, but range up to 5 percent. The soil formed is moderately fine textured calcareous sediments.

D. EXISTING CONDITIONS

The subject tract is predominantly developed with several buildings and asphalt parking. The existing terrain has a level grade. Existing runoff from the site is by form of sheet flow that runs towards the northwestern portion of the property. For purposes of calculating the existing and proposed conditions, this report will focus on the pre developed conditions as how the site is currently developed. For the existing 10 year storm, the water runoff of this site is 7.90 cfs.

E. PROPOSED CONDITIONS

The proposed conditions for this subdivision will be for commercial use with a building and parking spaces. The total contributing 50 year developed storm water discharge of the site will be 9.47 cfs (Refer to Exhibit E). The total increased flow of this subdivision to the existing drainage district facilities is a total of 1.255 (0.029 Ac-ft) (See Exhibit E). The developer of the lot will be responsible in ensuring runoff is mitigated away from structures and also that such runoff will be conveyed within the property, into detention ponds and swales capable of detaining the storm water. The ponds will then discharge into the existing inlet along Gemstone Street via a 10" bleeder line at a rate of 7.90 cfs. During the development stage, the developer must ensure compliancy with the detention requirements as determined by the city of Weslaco and Hidalgo County Drainage District No.1.

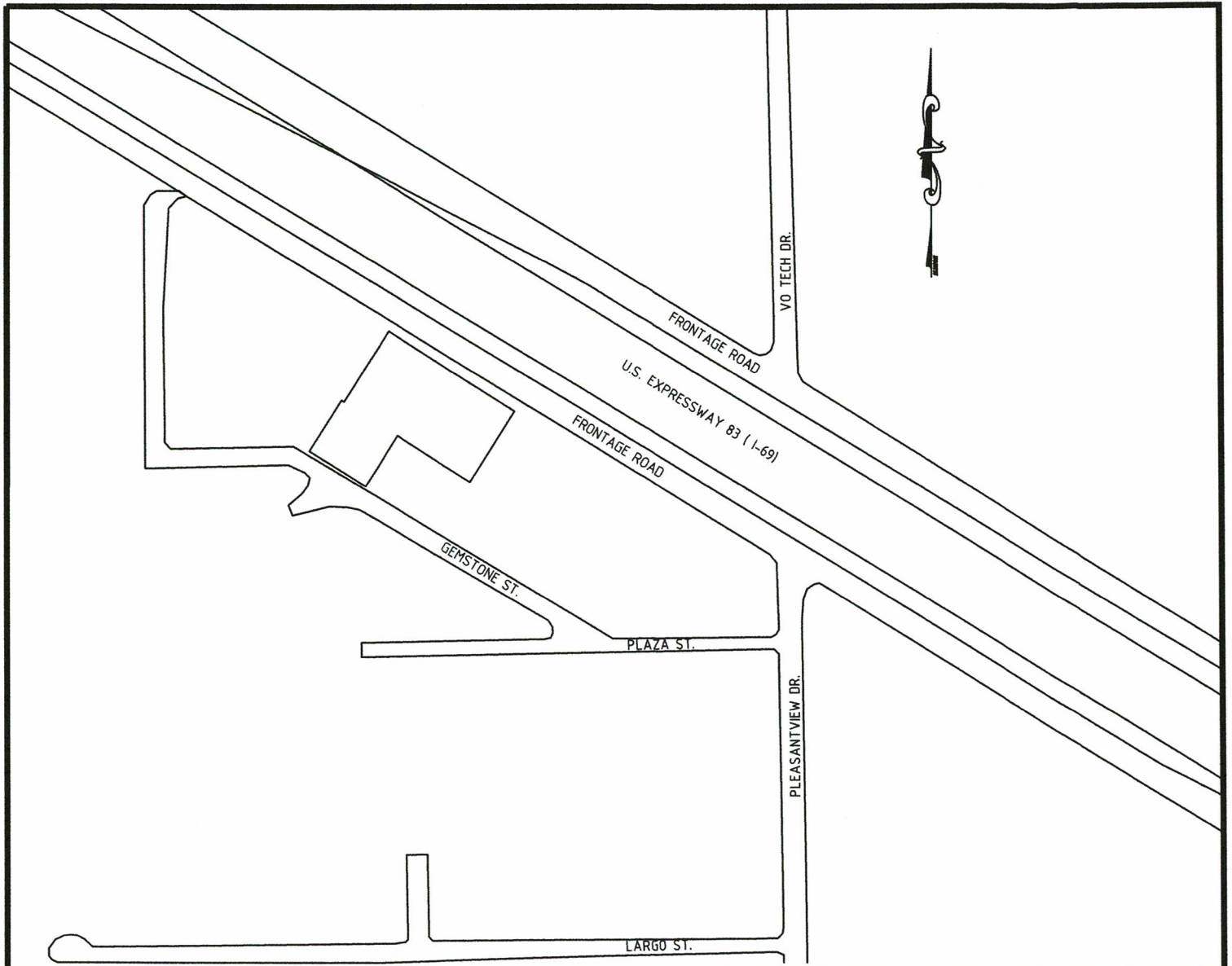


Juan Alonzo Jr, P.E. 10-11-18



EXHIBIT A

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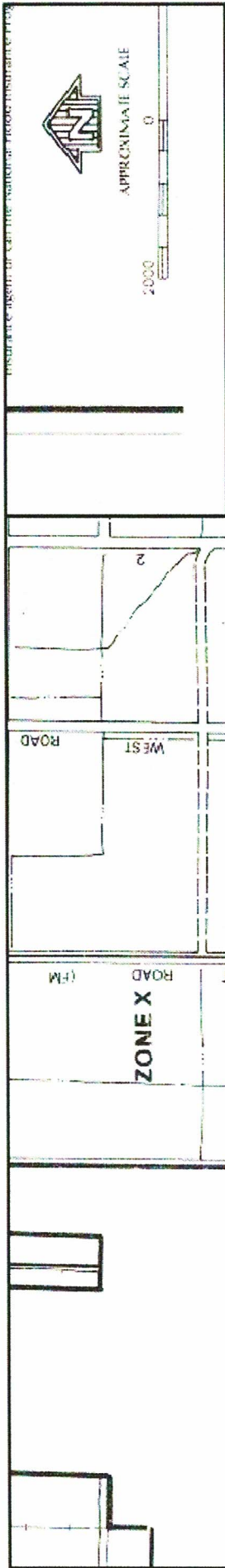


GENERAL LOCATION MAP

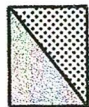
N.T.S.

EXHIBIT B

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LEGEND



SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

ZONE A No base flood elevations determined.

ZONE AE Base flood elevations determined.

ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.

ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding; velocities also determined.

ZONE A99 To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.

ZONE V Coastal flood with velocity hazard (wave action); no base flood elevations determined.

ZONE VE Coastal flood with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE



OTHER FLOOD AREAS



ZONE X Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood.

OTHER AREAS



ZONE X Areas determined to be outside 500-year floodplain.

ZONE D Areas in which flood hazards are undetermined.

UNDEVELOPED COASTAL BARRIER†



Identified 1983



Identified 1990



Otherwise Protected Areas

†Coastal barrier areas are normally located within or adjacent to special flood hazard areas.

— Floodplain Boundary

- - - Floodway Boundary

- - - Zone D Boundary



Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones.

513

— Base Flood Elevation Line; Elevation in Feet*



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

**FIRM
FLOOD INSURANCE RATE MAP**

**HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)**

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER

480334 0450 C

MAP REVISED:

JUNE 6, 2000



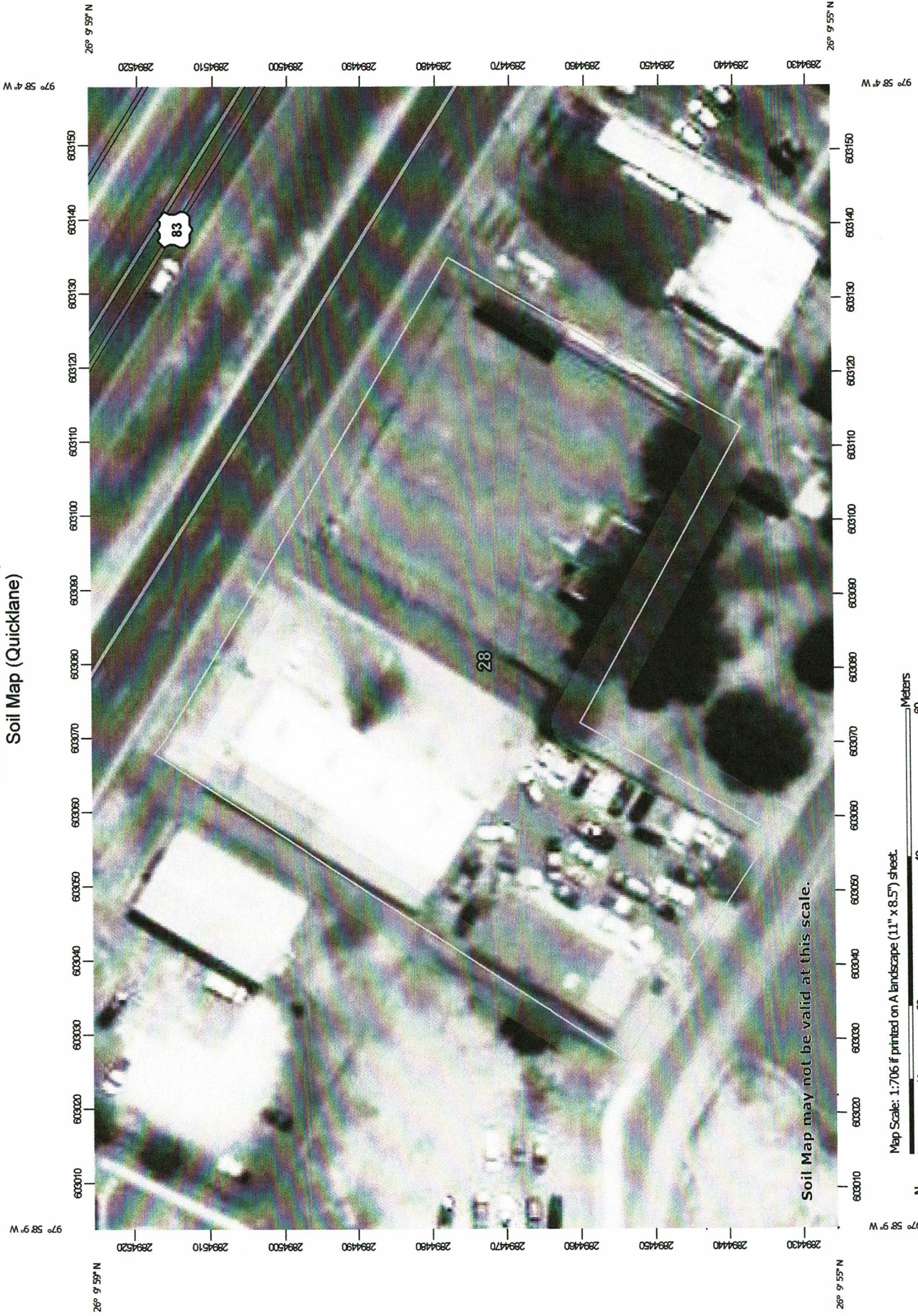
Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

EXHIBIT C

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Custom Soil Resource Report Soil Map (Quicklane)



Map Scale: 1:706 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84

MAP LEGEND

	Area of Interest (AOI)		Soil Area
	Soils		Stony Spot
	Soil Map Unit Polygons		Very Stony Spot
	Soil Map Unit Lines		Wet Spot
	Soil Map Unit Points		Other
	Special Point Features		Special Line Features
	Blowout		Streams and Canals
	Borrow Pit		Transportation
	Clay Spot		Rails
	Closed Depression		Interstate Highways
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow		Background
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 15, Nov 7, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 20, 2015—Nov 5, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend (Quicklane)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	1.2	100.0%
Totals for Area of Interest		1.2	100.0%

Map Unit Descriptions (Quicklane)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Custom Soil Resource Report

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Hidalgo County, Texas

28—Hidalgo sandy clay loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2sxxl
Elevation: 20 to 500 feet
Mean annual precipitation: 20 to 27 inches
Mean annual air temperature: 72 to 74 degrees F
Frost-free period: 300 to 365 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Hidalgo and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hidalgo

Setting

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous loamy alluvium

Typical profile

Ap - 0 to 17 inches: sandy clay loam
Bk1 - 17 to 28 inches: sandy clay loam
Bk2 - 28 to 38 inches: clay loam
Ck - 38 to 80 inches: clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 35 percent
Salinity, maximum in profile: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 10.0
Available water storage in profile: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 1
Land capability classification (nonirrigated): 2c
Hydrologic Soil Group: B
Ecological site: GRAY SANDY LOAM 20-25" PZ (R083DY501TX)
Hydric soil rating: No

Custom Soil Resource Report

Minor Components

Raymondville

Percent of map unit: 7 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: CLAY LOAM 20-25" PZ (R083DY493TX)

Hydric soil rating: No

Racombes

Percent of map unit: 6 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: CLAY LOAM 20-25" PZ (R083DY493TX)

Hydric soil rating: No

Willacy

Percent of map unit: 2 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: SANDY LOAM 25-35" PZ (R083DY519TX)

Hydric soil rating: No

EXHIBIT D

Runoff Coefficients "c"	
Agricultural and, unimproved Areas	0.3
Parks and Improved Open Areas	0.4
Residential (>1acre lots)	0.45
Residential (1/2 acre lots)	0.55
Residential (1/4 acre lots)	0.6
Residential (1/8 acre lots)	0.65
Multi-Family (Low density MF-1)	0.65
Multi-Family (Medium and Medium-High Density MF-2 and MF-3)	0.85
Commercial, Industrial, and Business	0.85
Asphalt	0.9

EXHIBIT E

DRAINAGE CALCULATIONS:

10 Year Pre Developed Conditions:

Item	Coefficient	Area
Buildings	0.95	0.2062
Asphalt/Concrete	0.95	0.7195
Grass	0.23	0.1303
Total		1.056

Weighted "C"=0.86

Coefficient "c"	Intensity "I"-10 yr	Area "A" Ac	TOTAL CFS "Q"
0.86	8.7	1.056	7.90 CFS

50 Year Post Developed Conditions:

Item	Coefficient	Area
Buildings	0.95	0.2421
Concrete	0.95	0.6392
Grass	0.23	0.1748
Total		1.056

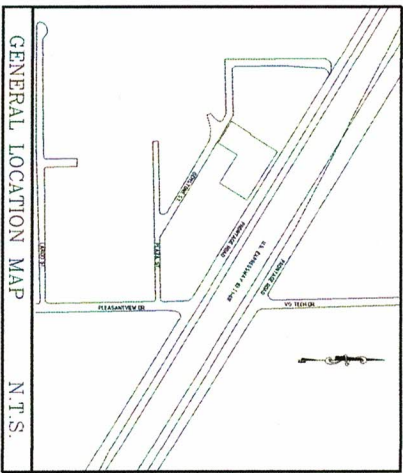
Weighted "C"=0.83

Coefficient "c"	Intensity "I"-25 yr	Area "A" Ac	TOTAL CFS "Q"
0.83	10.8	1.056	9.47 CFS

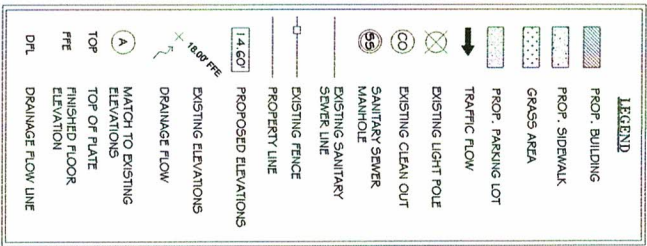
Modified Rational Method						
Duration	150 year	Q in	Vol. in	Qout	Vol. out	Storage
(minutes)	(in./hr.)	(c.f.s.)	(c.f.)	(c.f.s.)	(c.f.)	(c.f.)
5	13.57	11.89	3,568	7.90	3,555	13
10	10.83	9.49	5,693	7.90	4,740	953
15	9.10	7.98	7,180	7.90	5,925	1,255
20	7.91	6.93	8,317	7.90	7,110	1,207
25	7.03	6.16	9,236	7.90	8,295	941
30	6.34	5.56	10,006	7.90	9,480	526
35	5.80	5.08	10,670	7.90	10,665	5
40	5.35	4.69	11,254	7.90	11,850	(596)
45	4.98	4.36	11,775	7.90	13,035	(1,260)
50	4.66	4.08	12,247	7.90	14,220	(1,973)
55	4.38	3.84	12,678	7.90	15,405	(2,727)
60	4.14	3.63	13,075	7.90	16,590	(3,515)
65	3.93	3.45	13,443	7.90	17,775	(4,332)
70	3.75	3.28	13,787	7.90	18,960	(5,173)
75	3.58	3.14	14,110	7.90	20,145	(6,035)
80	3.43	3.00	14,414	7.90	21,330	(6,916)
85	3.29	2.88	14,702	7.90	22,515	(7,813)
90	3.16	2.77	14,976	7.90	23,700	(8,724)

EXHIBIT F

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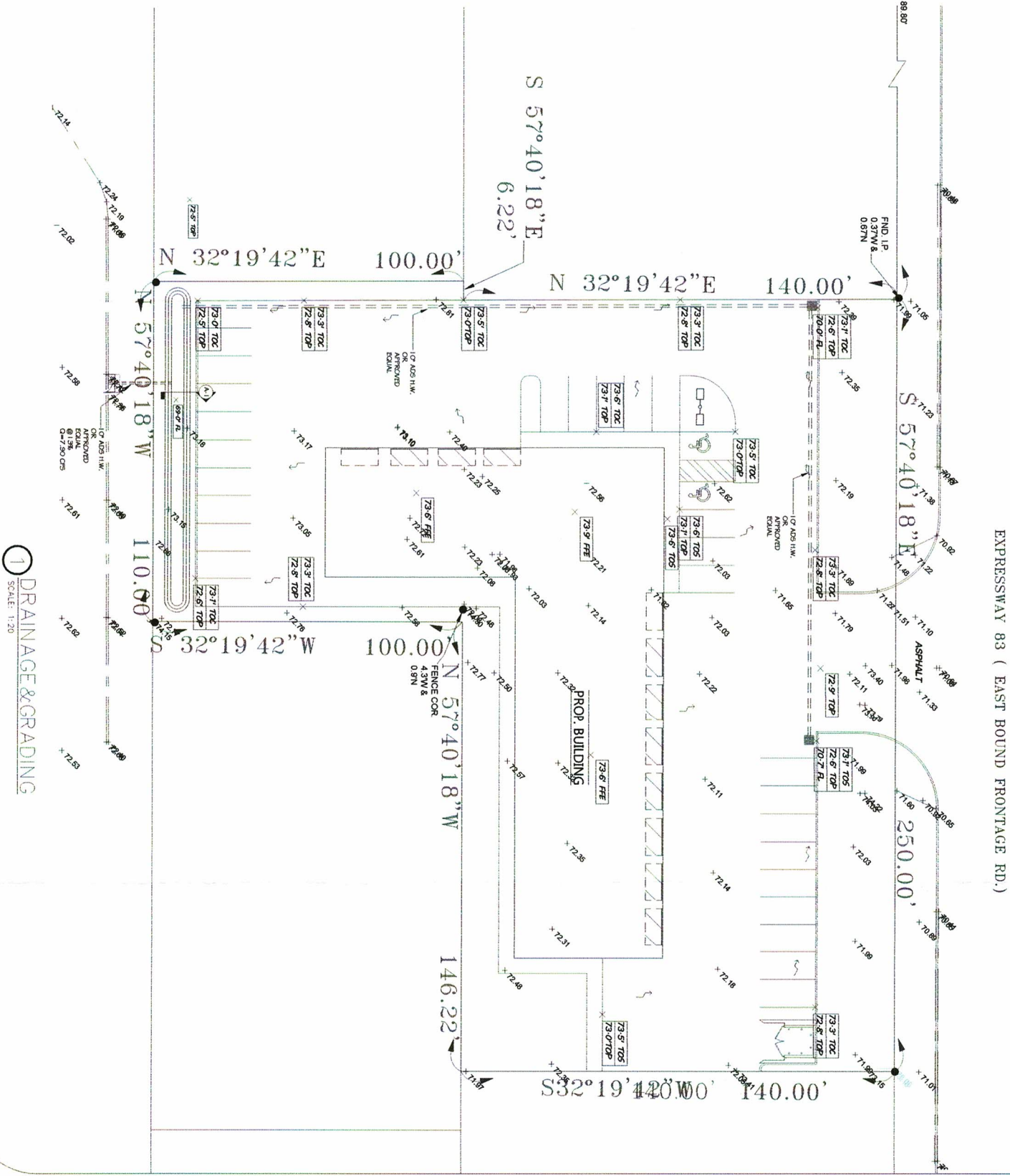
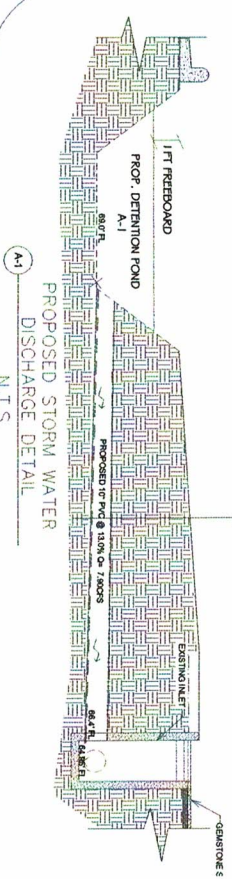
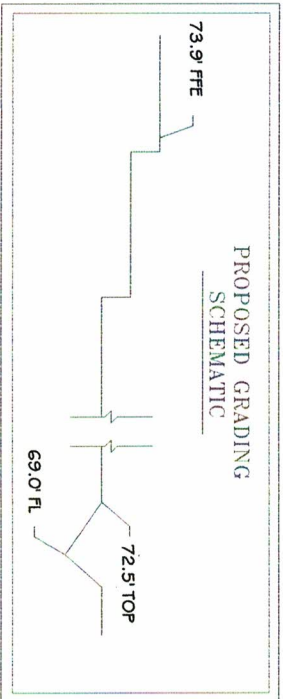
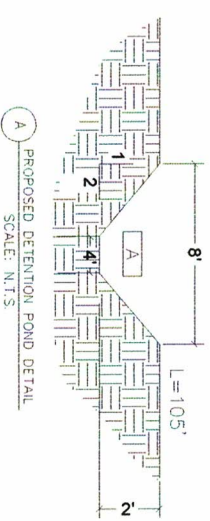


- GENERAL NOTES:**
- DIMENSIONS ON ALL DRAWINGS HAVE PREFERENCE OVER ACTUAL SCALE ON PLAN.
 - TOP OF FOUNDATION ELEVATION SHALL BE AT LEAST 18" ABOVE THE HIGHEST EDGE OF PAVED DRIVEWAY OR SIDEWALK. IF PAVED DRIVEWAY OR SIDEWALK IS NOT AT LEAST 18" ABOVE THE HIGHEST EDGE OF SANDY SOIL WITH A MAXIMUM P. I. OF 18 AND A MINIMUM P. I. OF 12, AND SHALL BE FREE OF ANY ORGANIC OR DELETERIOUS MATERIALS.
 - SUB-CONTRACTORS SHALL VERIFY ALL CONDITIONS/DIMENSIONS IN BEFORE ON JOB SITE. ANY DISCREPANCIES SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER BEFORE BEGINNING OR CONTINUING ANY WORK.
 - SUB-CONTRACTORS SHALL VERIFY ALL DIMENSIONS PRIOR TO ORDERING OF MATERIALS.
 - SUB-CONTRACTORS SHALL CONFORM TO RELATED DRAINAGE & SPECIFICATIONS. ANY DEVIATIONS SHALL BE APPROVED BY THE OWNER. THE LACK OF OWNER-APPROVAL WILL BE SUFFICIENT CAUSE TO REFUSE ACCEPTANCE OF THE WORK.
 - ANY ITEM OF WORK NOT SPECIFICALLY COVERED IN THE DRAINAGE & SPECIFICATIONS SHALL BE PERFORMED IN A MANNER DEEMED GOOD PRACTICE OF THE TRADE INVOLVED.
 - CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITY LINES PRIOR TO EXCAVATING AND INSTALLING ANY UNDERGROUND LINES & EXCAVATING ANY DETENTION SMILES.
 - CONTRACTOR RESPONSIBLE FOR CONTACTING ALL OTHER RELEVANT UTILITIES TO REQUEST STAKING OF ALL EXISTING UTILITY LINES.
 - WORK SHALL BE DONE IN ACCORDANCE WITH GEOTECHNICAL REPORT.



NEW AREAS	
EXIST. BLDG:	10,544 SQ. FT. (1687SF-RETAIL)
NEW PAVEMENT:	27,843 SQ. FT.
GREEN/LANDSCAPE AREA:	7,613 SQ. FT.
TOTAL:	46,000 SQ. FT.

EXISTING-10 YR.			
Q=C/A=	C=0.86	I=8.7	A=1.056 =7.90 CFS
PROPOSED-50 YR.			
Q=C/A=	C=0.83	I=10.8	A=1.056 =9.46 CFS
DETENTION REQUIRED:	1,255 CF		
DETENTION PROVIDED:	1,260 CF		



1 DRAINAGE & GRADING SCALE: 1"=20'



ALTEX ENGINEERING
TBPE FIRM F-19737

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Ste #207
Mercedes, TX 78570
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JALONZO@ALTEXENG.COM
www.altexeng.com

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DATE: OCT 11, 2016

REVISION:	DATE:	DESCR:

PROJECT: # 18.110

QUICKLANE
LOT 1
QUICKLANE PAYNE
SUBD.
WESLACO, TEXAS

DRAINAGE
&
GRADING
PLAN

C-4

FOR:
PAYNE WESLACO

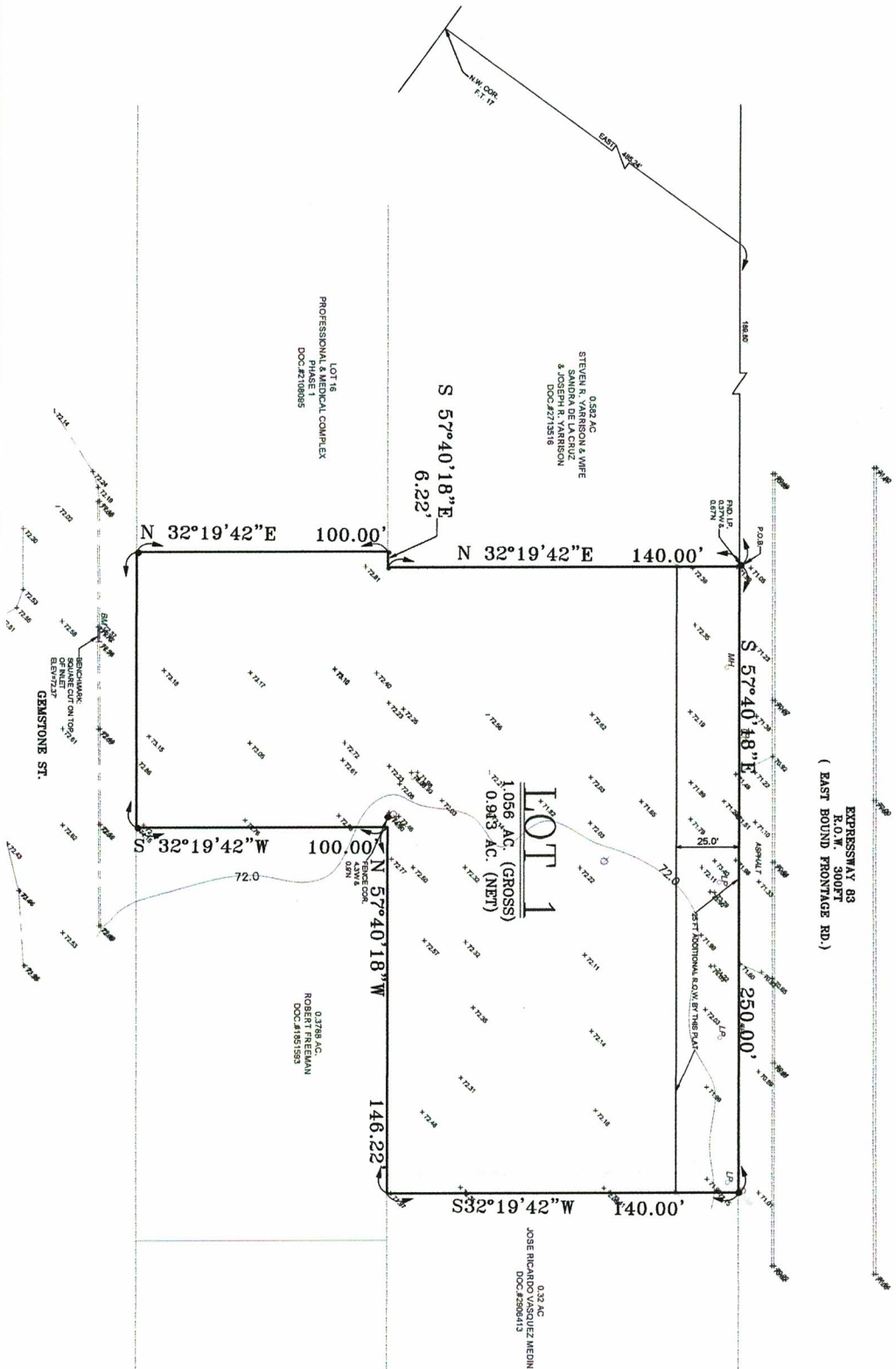
COPRIGHT 2016

GENERAL PLAT NOTES & RESTRICTIONS:

1. THE SUBJECT TRACT LIES IN ZONE X, AREA DETERMINED TO BE IN THE CITY OF WESLACO, TEXAS, AS SHOWN ON THE COMMUNITY PANEL, 46034-0650C, JUNE 6, 2000.
2. SETBACKS:
 - FRONT: 25 FEET SETBACK
 - REAR: 25 FEET SETBACK
 - SIDE: 5 FEET OR EASEMENT, WHICHEVER IS GREATER
3. MINIMUM FINISH FLOOR NOTE:
 - MINIMUM FINISH FLOOR ELEVATION SHALL BE 1' ABOVE THE HIGHEST ELEVATION OF THE ADJACENT ROAD
4. BENCHMARK NOTE:
 - SOURCE: CUT ON TOP OF ALLEY LOCATED ON THE NORTH CURB OF THE ADJACENT ROAD, 15 FT SOUTH OF THE SOUTH PROPERTY LINE, ELEV: 72.37
5. DRAINAGE SWALE EASEMENTS NOTE:
 - NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE MAXIMUM RUNOFF VALUE OF THIS DEVELOPMENT SHALL BE 9.47 CFS @ 1.25 CFS, AN APPROVED STORM WATER DETENTION PLAN WILL BE REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCE, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS EXCEPT LOW, LESS THAN 10 FEET HIGH, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. THE DESIGNER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT. IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DETENTION PLAT DESIGNER CONSIDERED IN THE HYDROLOGIC CALCULATIONS FOR THIS SUBDIVISION.
8. A PERMIT FROM THE CITY OF WESLACO SHALL BE NEEDED BEFORE STARTING CONSTRUCTION ON THIS LOT.
9. POTABLE WATER SHALL BE PROVIDED BY CITY OF WESLACO.
10. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL UTILITIES AND STREETS ARE IN PLACE.
11. ALL SANITARY SEWER AND WATER CONNECTION SHALL BE PROPERLY MARKED ON CURB.
12. LANDSCAPING IS REQUIRED PER CITY ORDINANCE.
13. STREETLIGHT MUST BE AS PER CITY ORDINANCE.
14. STORM WATER POLLUTION PREVENTION PLAN PRIOR TO BUILDING.

LEGEND

- Found 1/2" iron rod
- FH ○ Firehydrant
- TP ○ Telephone pedestal
- MH ○ Manhole
- LP ○ Light pole
- Iron fence
- Power pole
- Set 1/2" iron rod



CITY OF WESLACO

1. THE UNDERSIGNED, MAYOR TO THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR CITY OF WESLACO
DATE
CITY SECRETARY CITY OF WESLACO
DATE

1. THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY OF WESLACO WHEREIN MY APPROVAL IS REQUIRED.

CHAIRPERSON, PLANNING AND ZONING COMMISSION
DATE

HIDALGO COUNTY DRAINAGE DISTRICT

NUMBER ONE

APPROVED BY DRAINAGE DISTRICT:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED FOR THIS SUBDIVISION. THE DRAINAGE PLANS HAVE BEEN REVIEWED AND APPROVED BY THE DISTRICT ENGINEER. THE DRAINAGE PLANS SHALL BE CONSIDERED AS THE BASIS FOR THE DRAINAGE DISTRICT'S RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.E.M.
GENERAL MANAGER
DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 9

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 9
DATED THIS _____ DAY OF _____, 2018.

1. NO IMPROVEMENTS OF ANY KINDS SHALL BE PLACED UPON H.C.I.D. #9 RIGHTS OF WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.I.D. #9.
2. IT IS UNDERSTOOD THAT THE DATE OF FLOW OR STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE DATE OF FLOW OR STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. H.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR RAINFALL DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICT'S EXPENSE.
4. H.C.I.D. #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWERS OR UTILITIES SYSTEM DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION. BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER
DATE

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

THE STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THE PLAT, AND DESIGNATED AS THE SUBSCRIBED HEREIN, HEREBY DEDICATE TO THE USE OF THE DRAINAGE, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

P.O. BOX 738
WESLACO, TX 78589
DATE

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, the undersigned notary public, on this day personally appeared _____

proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, depose and say that the contents of the foregoing instrument are true and correct and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

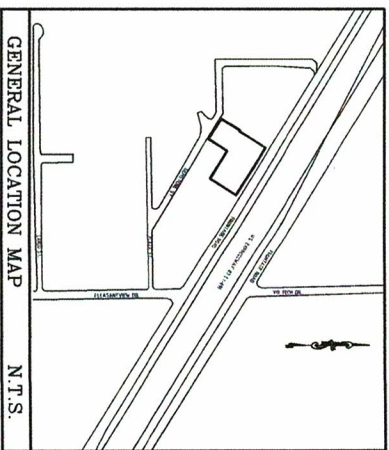


JESSICA REYES, NOTARY PUBLIC

FILED FOR RECORD IN HIDALGO COUNTY
COUNTY CLERK
ARTURO GUJARDO, JR.



ON _____ AT _____ AM/PM
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY _____ DEPUTY



SURVEYORS CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND BY SUPERVISION.

REGISTERED PROFESSIONAL SURVEYOR NO. 4032
1024 N. HUSKACHE ST.
WESLACO, TX 78589
(959) 969-2422



ENGINEERS CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, JUAN ALONZO JR, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND BY SUPERVISION.

LICENSED PROFESSIONAL ENGINEER NO. 130035
601 N. VERMONT AVE. SUITE 207
MERCEDOS, TEXAS 78570
(959) 254-1241



QUICKLANE PAYNE SUBDIVISION
PRELIMINARY PLAT

BEING 1.056 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 17 WEST TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS.

SCALE: 1"=30' DATE: OCTOBER 11, 2018



ALTEX ENGINEERING
601 N. VERMONT AVE. SUITE 207
MERCEDOS, TEXAS 78570
TYPE FROM REGISTRATION NO. P-19737

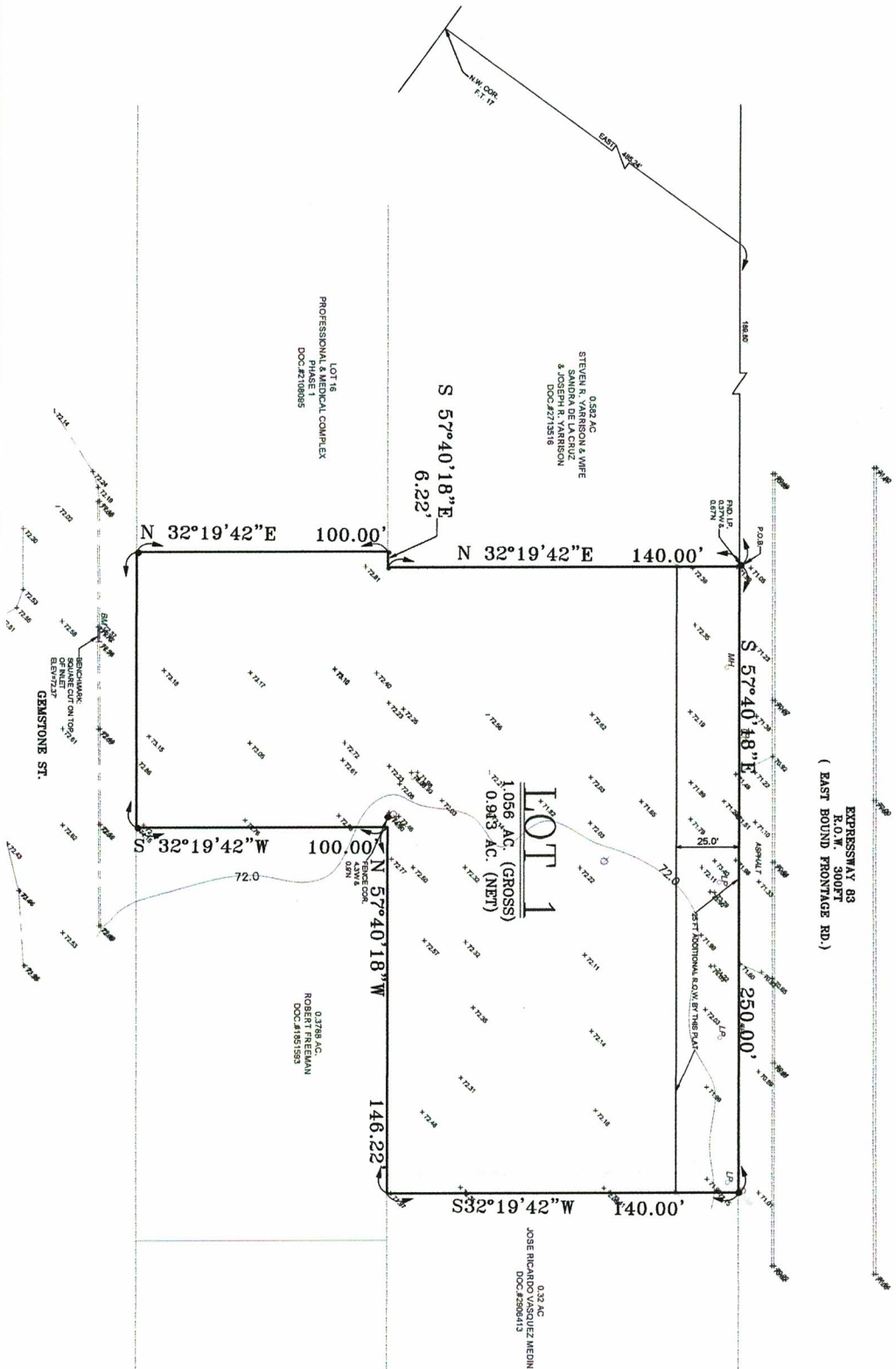
SHEET
1 OF 1

GENERAL PLAT NOTES & RESTRICTIONS:

1. THE SUBJECT TRACT LIES IN ZONE X, AREA DETERMINED TO BE IN THE CITY OF WESLACO, TEXAS, AS SHOWN ON THE COMMUNITY PANEL, 46034-0650C, JUNE 6, 2000.
2. SETBACKS:
 - FRONT: 25 FEET SETBACK
 - REAR: 25 FEET SETBACK
 - SIDE: 5 FEET OR EASEMENT, WHICHEVER IS GREATER
3. MINIMUM FINISH FLOOR NOTE:
 - MINIMUM FINISH FLOOR ELEVATION SHALL BE 1' ABOVE THE HIGHEST ELEVATION OF THE ADJACENT ROAD
4. BENCHMARK NOTE:
 - SOURCE: CUT ON TOP OF ALLEY LOCATED ON THE NORTH CURB OF THE ADJACENT ROAD, 15 FT SOUTH OF THE SOUTH PROPERTY LINE, ELEV: 72.37
5. DRAINAGE SWALE EASEMENTS NOTE:
 - NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE MAXIMUM RUNOFF VALUE OF THIS DEVELOPMENT SHALL BE 9.47 CFS @ 1.25 INCH, AN APPROVED STORM WATER DETENTION PLAN WILL BE REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCE, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS EXCEPT LOW, LESS THAN 10 FEET HIGH, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. THE DESIGNER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT. IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DETENTION PLAT DESIGNER CONSIDERED IN THE HYDROLOGIC CALCULATIONS FOR THIS SUBDIVISION.
8. A PERMIT FROM THE CITY OF WESLACO SHALL BE NEEDED BEFORE STARTING CONSTRUCTION ON THIS LOT.
9. POTABLE WATER SHALL BE PROVIDED BY CITY OF WESLACO.
10. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL UTILITIES AND STREETS ARE IN PLACE.
11. ALL SANITARY SEWER AND WATER CONNECTION SHALL BE PROPERLY MARKED ON CURB.
12. LANDSCAPING IS REQUIRED PER CITY ORDINANCE.
13. STREETLIGHT MUST BE AS PER CITY ORDINANCE.
14. STORM WATER POLLUTION PREVENTION PLAN PRIOR TO BUILDING.

LEGEND

- Found 1/2" iron rod
- FH ○ Firehydrant
- TP ○ Telephone pedestal
- MH ○ Manhole
- LP ○ Light pole
- Iron fence
- Power pole
- Set 1/2" iron rod



CITY OF WESLACO

1. THE UNDERSIGNED, MAYOR TO THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR CITY OF WESLACO
DATE
CITY SECRETARY CITY OF WESLACO
DATE

1. THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY OF WESLACO WHEREIN MY APPROVAL IS REQUIRED.

CHAIRPERSON, PLANNING AND ZONING COMMISSION
DATE

HIDALGO COUNTY DRAINAGE DISTRICT

NUMBER ONE

APPROVED BY DRAINAGE DISTRICT

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED FOR THE SUBDIVISION. THE DRAINAGE PLANS HAVE BEEN REVIEWED AND APPROVED BY THE DISTRICT ENGINEER. THE DRAINAGE PLANS HAVE BEEN REVIEWED AND APPROVED BY THE DISTRICT ENGINEER. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

RAUL SESIN, P.E., C.E.M.
GENERAL MANAGER
DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 9

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 9
DATED THIS _____ DAY OF _____, 2018.

1. NO IMPROVEMENTS OF ANY KINDS SHALL BE PLACED UPON H.C.I.D. #9 RIGHTS OF WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.I.D. #9.
2. IT IS UNDERSTOOD THAT THE DATE OF FLOW OR STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE DATE OF FLOW OR STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. H.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICT'S EXPENSE.
4. H.C.I.D. #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEM DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION. BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER
DATE

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

THE STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THE PLAT, AND DESIGNATED AS THE SUBSCRIBED HEREIN, HEREBY DEDICATE TO THE USE OF THE DRAINAGE, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

P.O. BOX 738
WESLACO, TX 78589
DATE

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, the undersigned notary public, on this day personally appeared _____

proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, depose and say that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

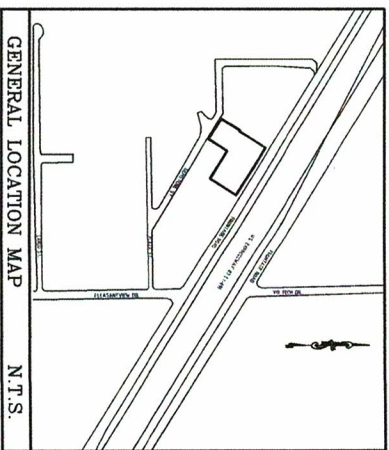


JESSICA REYES, NOTARY PUBLIC

FILED FOR RECORD IN HIDALGO COUNTY
COUNTY CLERK
ARTURO GUJARDO, JR.



ON _____ AT _____ AM/PM
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY _____ DEPUTY



SURVEYORS CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND BY SUPERVISION.

REGISTERED PROFESSIONAL SURVEYOR NO. 4032
REYNALDO ROBLES
1021 N. HURLOCK ST.
WESLACO, TX 78589
(959) 969-2422

ENGINEERS CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, JUAN ALONZO JR, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND BY SUPERVISION.

LICENSED PROFESSIONAL ENGINEER NO. 130035
JUAN ALONZO JR
601 N. VERMONT AVE. SUITE 207
MERCEDOS, TEXAS 78570
(959) 254-1524



QUICKLANE PAYNE SUBDIVISION
PRELIMINARY PLAT

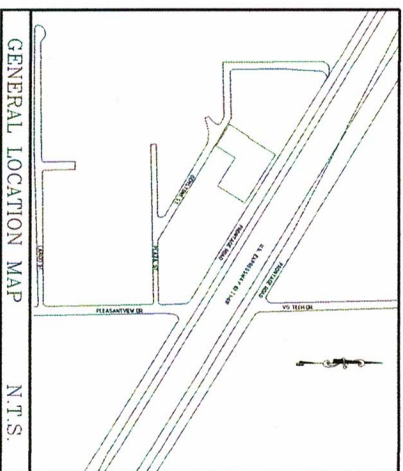
BEING 1.056 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 17 WEST TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS.

SCALE: 1"=30' DATE: OCTOBER 11, 2018



ALTEX ENGINEERING
601 N. VERMONT AVE. SUITE 207
MERCEDOS, TEXAS 78570
TYPE FROM REGISTRATION NO. P-19737

SHEET
1 OF 1

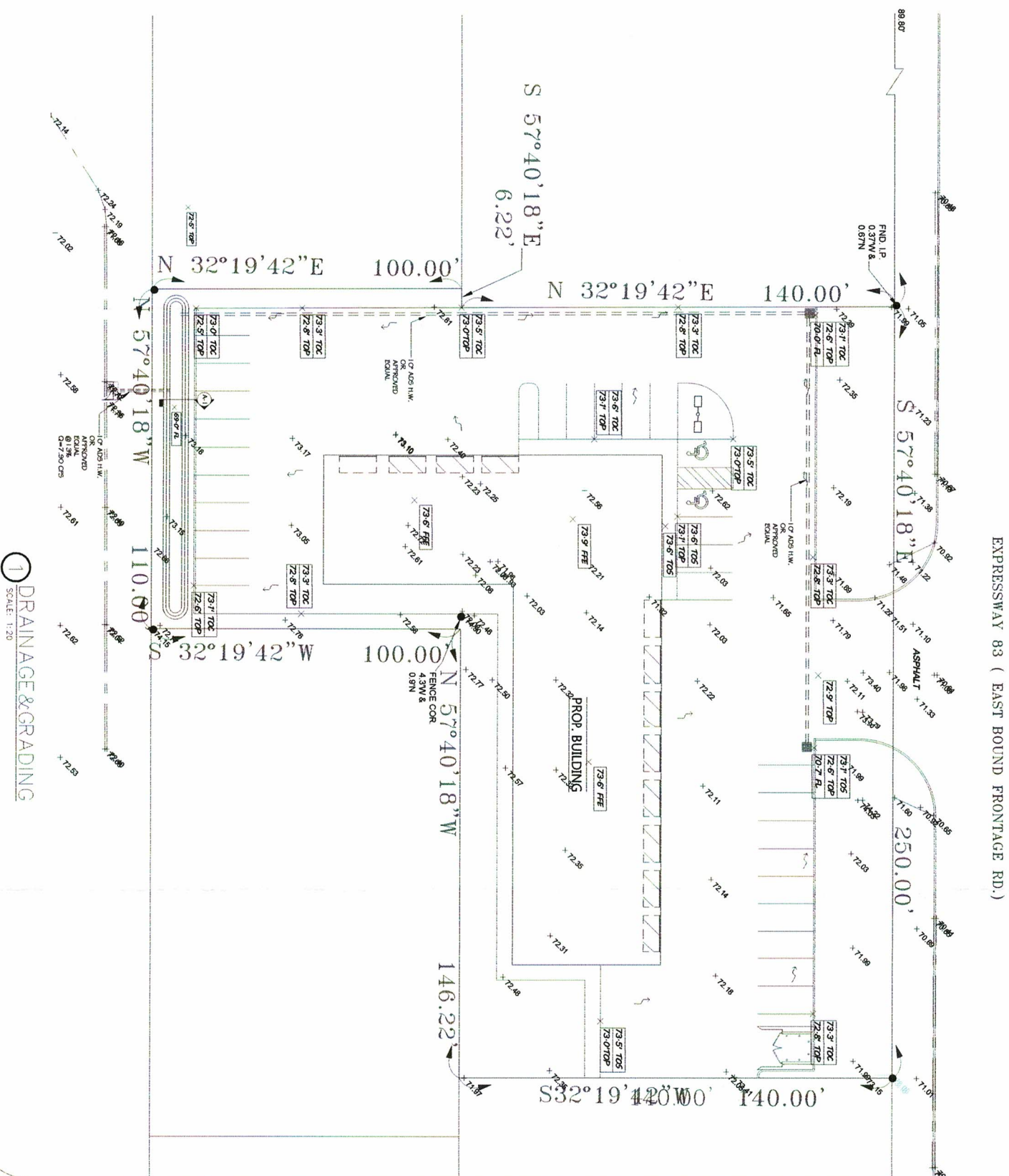
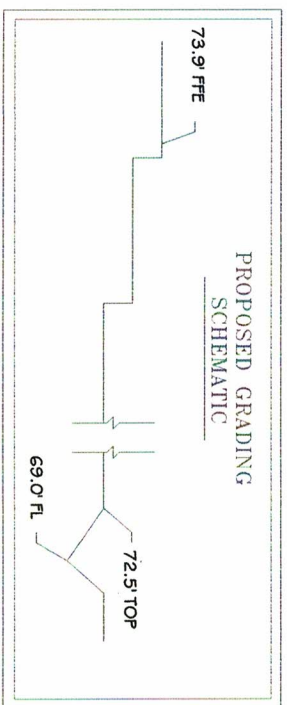
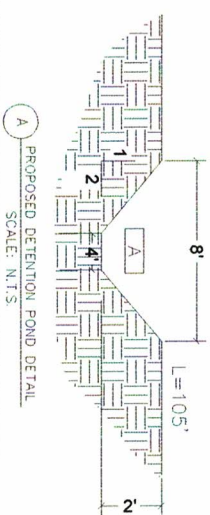


- GENERAL NOTES:**
-
1. DIMENSIONS ON ALL DRAWINGS HAVE PREFERENCE OVER ACTUAL SCALE ON PLAN.
 2. TOP OF FOUNDATION ELEVATION SHALL BE AT LEAST 18" ABOVE THE HIGHEST EDGE OF PAVED ELEVATION FROM THE ADJACENT HIGHWAY. FILL SHALL CONSIST OF A SANDY SOIL WITH A MAXIMUM P. 1. OF 18 AND A MAXIMUM P. 1. OF 12, AND SHALL BE FREE OF ANY ORGANIC MATERIAL.
 3. SUB-CONTRACTORS SHALL VERIFY ALL CONDITIONS/DIMENSIONS IN BRIDING ON JOB SITE. NOTIFY OWNER OR DESIGNER IMMEDIATELY OF ANY DISCREPANCIES BEFORE BEGINNING OR CONTINUING ANY WORK.
 4. SUB-CONTRACTORS SHALL VERIFY ALL DIMENSIONS PRIOR TO ORDERING OF MATERIALS.
 5. SUB-CONTRACTORS SHALL CONFORM TO RELATED DRAWINGS & SPECIFICATIONS. ANY DEVIATIONS SHALL BE APPROVED BY THE OWNER. THE LACK OF OWNER-APPROVAL WILL BE INTERPRETED AS REFUSAL TO ACCEPTANCE OF THE WORK.
 6. ANY USE OF WORK NOT SPECIFICALLY COVERED IN THE DRAWINGS & SPECIFICATIONS SHALL BE PERFORMED IN A MANNER DEEMED GOOD PRACTICE OF THE TRADE INVOLVED.
 7. CONNECTION TO VERIFY LOCATION OF ALL EXISTING UTILITY LINES PRIOR TO EXCAVATING AND INSTALLING AN UNDERGROUND LINES & EXCAVATING ANY DETENTION SCALES.
 8. CONTRACTOR RESPONSIBLE FOR CONDUCTING ALL AND OTHER RELEVANT ENTRIES TO RECORD STAMPING OF ALL EXISTING UTILITY LINES.
 9. WORK SHALL BE DONE IN ACCORDANCE WITH GEOTECHNICAL REPORT.

NEW AREAS	
EXIST. BLDG:	10,544 SQ FT (1687SF-RETAIL)
NEW PAVEMENT:	27,843 SQ FT
GREEN/LANDSCAPE AREA:	7,613 SQ FT
TOTAL:	46,000 SQ FT

LEGEND	
	PROP. BUILDING
	PROP. SIDEWALK
	GRASS AREA
	PROP. PARKING LOT
	TRAFFIC FLOW
	EXISTING LIGHT POLE
	EXISTING CLEAN OUT
	SAINTMARY CENTER MANHOLE
	EXISTING SAINTMARY SEWER LINE
	EXISTING FENCE
	PROPERTY LINE
	PROPOSED ELEVATIONS
	PROPOSED ELEVATIONS
	EXISTING ELEVATIONS
	DRAINAGE FLOW
	MATCH TO EXISTING ELEVATIONS
	TOP OF PLATE
	PUSHED FLOOR ELEVATION
	DRAINAGE FLOW LINE

EXISTING--10_YR				
Q=CIA=	C=0.86	I=8.7	A=1.056	=7.90 CFS
PROPOSED--50_YR				
Q=CIA=	C=0.83	I=10.8	A=1.056	=9.46 CFS
DETENTION REQUIRED:		1,256 CF		
DETENTION PROVIDED:		1,260 CF		



1 DRAINAGE & GRADING
SCALE: 1:20

601 N Vermont Ave
Ste #207
Mercedes, TX 78570
(956) 294-1241
JALONZO@ALTEXENG.COM
www.altexeng.com

THESE DRAWINGS, AS INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE PROPERTY OF ALTEX ENGINEERING, LTD. FOR USE SOLELY WITH RESPECT TO THIS PROJECT, AND SHALL NOT BE REPRODUCED FOR OTHER PURPOSES. THE PROFESSIONAL ENGINEER WHOSE SEAL APPEARS ON THESE DOCUMENTS IS THE PROJECT ENGINEER OF RECORD WHO BEARS LEGAL RESPONSIBILITY FOR THE PERFORMANCE OF THE RELATING TO THE PUBLIC HEALTH, SAFETY, AND WELFARE. NO OTHER PARTY, WHETHER OR NOT A PROFESSIONAL ENGINEER, MAY COMPLETE, CORRECT, REVERSE, DELETE, OR ADD TO THESE DOCUMENTS OR PERFORM INSPECTIONS OF THE WORK WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

DATE: OCT 11, 2018

DESCR:

DATE:

REVISION:

PROJECT: # 18.110

QUICKLANE
LOT 1
QUICKLANE PAYNE
SUBD.
WESLACO, TEXAS

DRAINAGE & GRADING PLAN

9-4

FOR:
PAYNE WESLACO

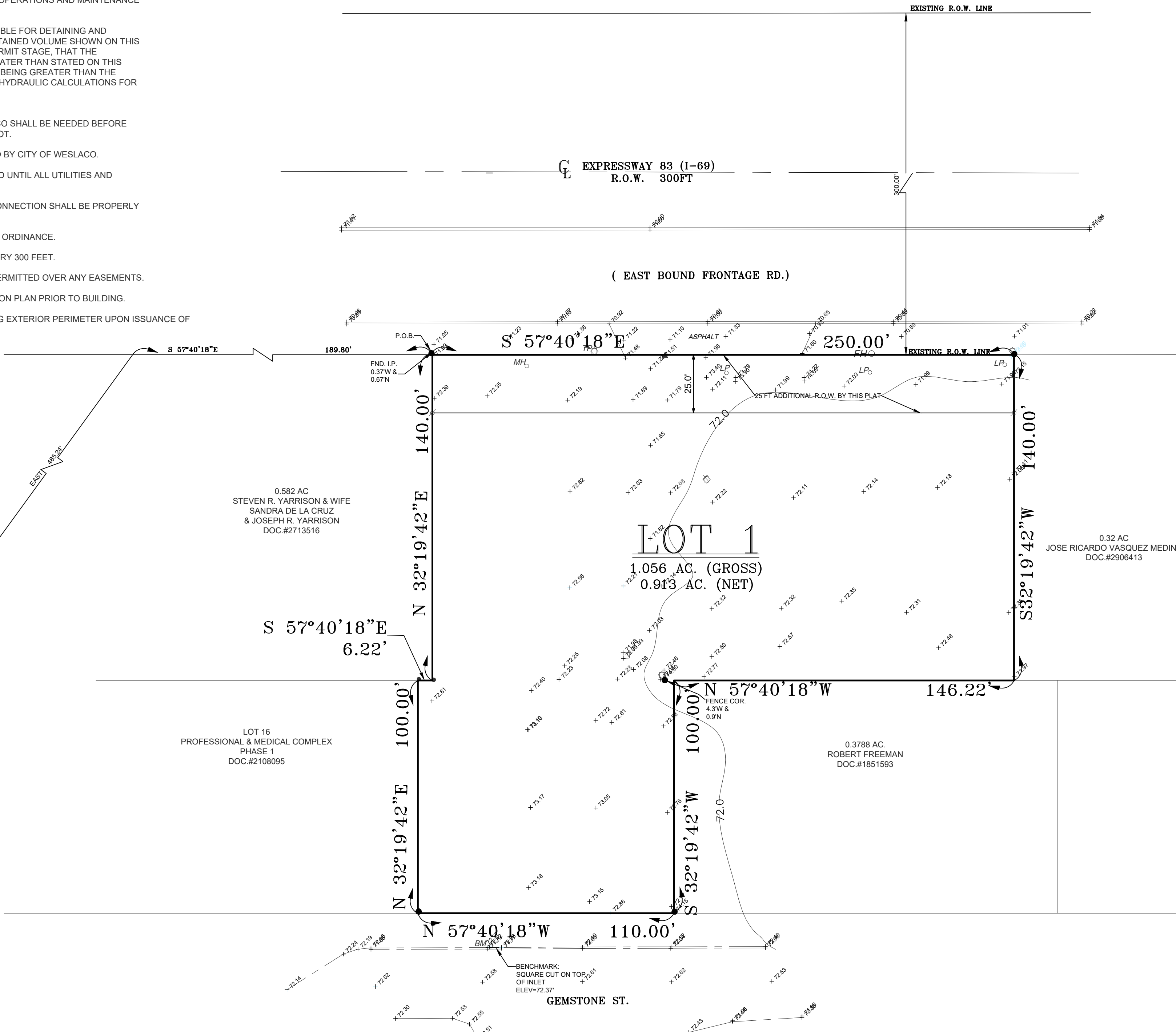
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GENERAL PLAT NOTES & RESTRICTIONS:

1. THE SUBJECT TRACT LIES IN "ZONE X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN AS PER FEMA COMMUNITY PANEL 480334 0450C, JUNE 6, 2000
2. SETBACKS:
FRONT YARD: THERE SHALL BE A FRONT YARD SETBACK ALONG THE FRONT LINE OF LOT 1. CORRIDORS IDENTIFIED ON THE HIDALGO COUNTY THOROUGHFARE MAP: THE MINIMUM DEPTH OF A FRONT YARD ONE FOOT BACK FROM THE PROPERTY LINE FOR EACH TWO FEET IN BUILDING HEIGHT, NOT TO EXCEED ONE-HALF OF THE WIDTH OF THE ABUTTING DEDICATED RIGHT OF WAY OR IN LINE WITH THE MAJORITY SETBACK OF EXISTING STRUCTURES ALONG THE SAME BLOCK, WHICHEVER IS GREATER.
ii. ALL OTHER CORRIDORS: THE MINIMUM LOT DEPTH SHALL BE 20 FEET.
SIDE YARD: THERE SHALL BE A SIDE YARD OF NOT LESS THAN 5 FEET, EXCEPT THAT ON A CORNER LOT, THE SIDE YARD ON A STREET SIDE SHALL BE 10 FEET.
REAR YARD: THE REAR YARD SETBACK SHALL BE 10 FEET.
3. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE HIGHEST ELEVATION OF THE ADJACENT ROAD
4. BENCHMARK NOTE:
SQUARE CUT ON TOP OF INLET LOCATED ON THE NORTH CURB LINE OF GEMSTONE STREET APPROXIMATELY 15 FT SOUTH OF THE SOUTH PROPERTY LINE. ELEV.72.37'
5. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE MAXIMUM RUNOFF VALUE OF THIS DEVELOPMENT WILL BE 9.47 CFS.(1.255 CF). AN APPROVED STORM WATER DETENTION PLAN WILL BE REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCE, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS, THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
8. A PERMIT FROM THE CITY OF WESLACO SHALL BE NEEDED BEFORE STARTING CONSTRUCTION ON THIS LOT.
9. POTABLE WATER SHALL BE PROVIDED BY CITY OF WESLACO.
10. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL UTILITIES AND STREETS ARE IN PLACE
11. ALL SANITARY SEWER AND WATER CONNECTION SHALL BE PROPERLY MARKED ON CURB
12. LANDSCAPING IS REQUIRED PER CITY ORDINANCE.
13. STREETLIGHT MUST BE LOCATED EVERY 300 FEET.
14. NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS.
15. STORM WATER POLLUTION PREVENTION PLAN PRIOR TO BUILDING.
16. A 5 FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON ISSUANCE OF BUILDING PERMIT.

LEGEND

- Found 1/2" iron rod
- Set nail
- Firehydrant
- Found 3/4" iron pipe
- ▲ Found cotton picker spindle
- Telephone pedestal
- Manhole
- Light post
- ✕ Chainlink fence
- ✕ Wood fence
- Iron fence
- Power pole
- Set 1/2" iron rod



CITY OF WESLACO

I, THE UNDERSIGNED, MAYOR TO THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO
DAVID SUAREZ

DATE

CITY SECRETARY, CITY OF WESLACO

DATE

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY OF WESLACO WHEREIN MY APPROVAL IS REQUIRED.

CHAIRPERSON, PLANNING AND ZONING COMMISSION

DATE

HIDALGO COUNTY DRAINAGE DISTRICT
NUMBER ONE

APPROVED BY DRAINAGE DISTRICT:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 9

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 9

DATED THIS _____ DAY OF _____, 2018.

1. NO IMPROVEMENTS OF ANY KINDS SHALL BE PLACED UPON H.C.C.I.D. #9 RIGHTS OF WAY OR EASEMENT WITHOUTH THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OR 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.I.D. #9 WILL NOT BE RESPONSIBLE FOR DRAINAGE/DRAIANGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.
4. H.C.C.I.D. #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER

DATE

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

THE STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THE PLAT, AND DESIGNATED AS THE "QUICKLANE PAYNE SUBDIVISION" TO THE CITY OF WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

P.O. BOX 738
WESLACO, TX 78599

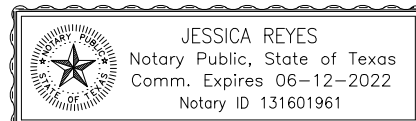
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC, PERSONALLY APPEARED,

PROVED TO ME THROUGH HIS HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

Given under my hand and seal of office this _____ day of _____, 20____



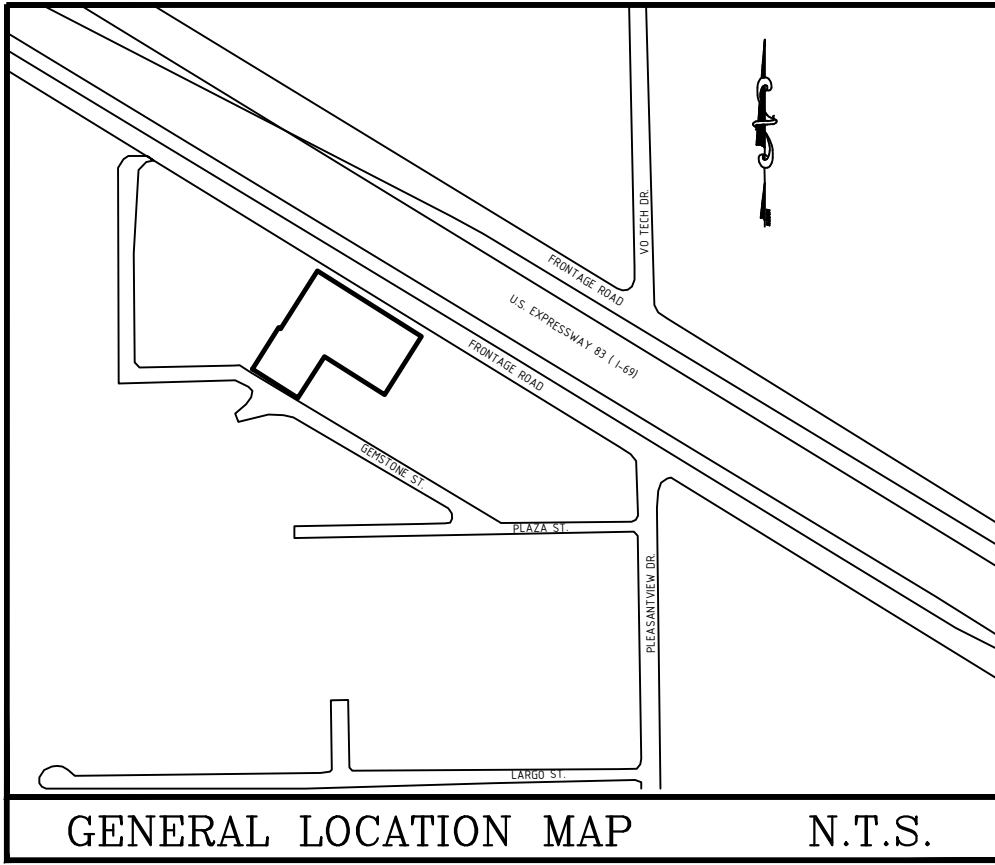
JESSICA REYES- NOTARY PUBLIC

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
COUNTY CLERK

ON _____ AT _____ AM/PM.

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



GENERAL LOCATION MAP N.T.S.

BEING 1.056 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 17, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS, AND SAID 1.056 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF SAID FARM TRACT 17:
THENCE EAST, 485.24 FEET WITH THE NORTH LINE OF SAID FARM TRACT 17 TO A POINT; THENCE SOUTH 57°40'18" EAST 189.80 FEET, WITH THE SOUTH RIGHT OF WAY LINE OF U.S. EXPRESSWAY 83 TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR THE POINT OF BEGINNING AND THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 57°40'18" EAST, 250.0 FEET, WITH THE SOUTH RIGHT OF WAY LINE OF SAID U.S. EXPRESSWAY 83 TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 32°19'42" WEST, 140.0 FEET, WITH THE WEST LINE OF A 0.32 ACRE TRACT AS DESCRIBED IN DOCUMENT # 2906413 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, TO A POINT FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED AND THE SOUTHWEST CORNER OF SAID 0.32 ACRE TRACT;

THENCE, NORTH 57°40'18" WEST, 146.22 FEET, WITH THE NORTH LINE OF A 0.3788 ACRE TRACT AS DESCRIBED BY DOCUMENT #1851593 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, TO A POINT FOR AN INSIDE CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 32°19'42" WEST, 100.0 FEET, WITH THE WEST LINE OF SAID 0.3788 ACRE TRACT TO A 1/2- INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 0.3788 OF ONE ACRE TRACT AND THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 57°40'18" WEST, 110.00 FEET, WITH THE NORTH RIGHT OF WAY LINE OF GEM STREET TO A 1/2-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 32°19'42" EAST, 100.00 FEET, WITH THE EAST LINE OF LOT 16, PROFESSIONAL & MEDICAL COMPLEX, PHASE 1 AS PER MAP RECORDED IN DOCUMENT # 2108095 MAP RECORDS OF HIDALGO COUNTY, TEXAS, TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

THENCE, SOUTH 57°40'18" EAST, 6.22 FEET, WITH THE SOUTH LINE OF A 0.582 ACRE TRACT AS DESCRIBED IN DOCUMENT #2713516 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, TO A 1/2-INCH IRON ROD FOUND FOR AN INSIDE CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 32°19'42" EAST, 140.00 FEET, WITH THE EAST LINE OF SAID 0.582 ACRE TRACT TO THE POINT OF BEGINNING AND CONTAINING 1.056 ACRES OF LAND MORE OR LESS.

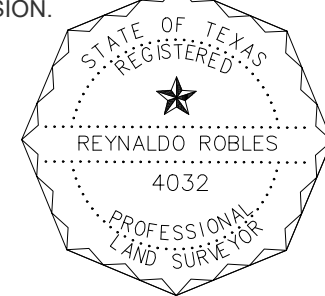
SURVEYORS CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND MY SUPERVISION.

REGISTERED PROFESSIONAL SURVEYOR NO. 4032
ROBLES AND ASSOCIATES, PLLC

107 W. HUISACHE ST.
WESLACO, TX 78596
(956) 968-2422



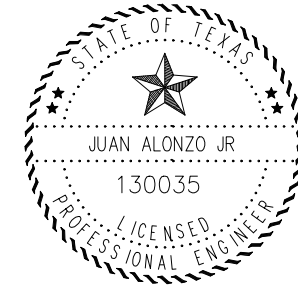
ENGINEERS CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, JUAN ALONZO JR, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

LICENSED PROFESSIONAL ENGINEER NO. 130035
ALTEX ENGINEERING

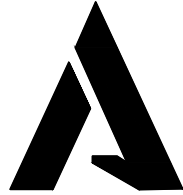
601 N. VERMONT AVE, SUITE 207
MERCEDES, TEXAS 78570
(956) 294-1241



QUICKLANE PAYNE SUBDIVISION
PRELIMINARY PLAT

BEING 1.056 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 17 WEST TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS.

SCALE: 1"= 30' DATE: OCTOBER 30, 2018



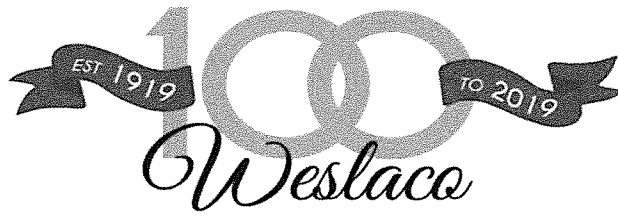
ALTEX ENGINEERING
601 N. VERMONT AVE. SUITE 207
MERCEDES, TEXAS 78570
(956) 294-1241
TEBE FIRM REGISTRATION NO. F-19737

SHEET
1 OF 1



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2098	
From:			
Subject: Discussion and consideration authorizing City staff to dig out Time Capsule located in front of Porter P. Doss Building at 515 S. Kansas Ave. on December 5, 2018 and display at Weslaco Museum until December 11, 2018 in celebration of Weslaco's 100th Birthday, authorize street closure of 5th St from Texas Blvd. to S. Missouri Ave. to include four parking spaces in front of the Weslaco Museum, waive all associated fees as appropriate; and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Parks and 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):			
Olga Garza		Created/Initiated	
Olga Garza		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Request - Weslaco 100 - Time Capsule, Weslaco 100th Celebration- Street Closure, Special Event checklist			
Responsibilities upon Approval:			



Weslaco Centennial Committee

P.O. Box 801, Weslaco, TX 78599

weslaco100@outlook.com

www.weslaco100.org

November 14, 2018

Olga N. Garza
Director
Parks & Recreation
City of Weslaco
255 S Kansas Ave.
Weslaco, TX 78596

Dear Ms Garza:

The Weslaco Centennial Committee is hereby requesting that the City dig up the Time Capsule located in front of the City Library on the following schedule:

December 4, 2018 – Probe for the capsule.

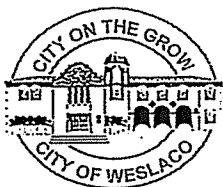
December 5, 2018 – Dig up the capsule and pressure wash it.

December **5**, 2018 – Deliver capsule to the Weslaco Museum by 8:00 am.

We also request that the capsule be removed on December 11, 2018. Furthermore, we request that the City block of 4 parking spaces in front of the Museum on Texas Blvd and block of 5th Street from Missouri Ave to Texas Blvd from 8am to 1pm on December 10, 2018.

Sincerely yours,
WESLACO CENTENNIAL COMMITTEE

Mark McCaleb.
Chairman



3102

Special Events Checklist: City of Weslaco Requirements and Procedures

Office of the City Secretary · 956.968.3181 · weslaco.receptionist@weslacotx.gov

Name of Applicant (Person or Entity): Weslaco Centennial Committee		Name of Event: OPENING OF TIME CAPSULE
Contact Person: MARK WILLIAMS		Telephone Number: 956-410-1045
Address: P.O. Box 801		E-Mail Address: weslaco100@attlook.com
City: WESLACO	State: TX	Zip Code: 78599
Event Purpose (fundraiser, school activity, etc.): Kick off Centennial Celebration		Expected Attendance: 100
Start Time: 9:30 AM	End Time: 1 PM	Event Date(s): Dec 10 2018

Relevant Policies and Fees: (*Commission consent by agenda action may be required)

Special Event:

☐ Proof of Liability Insurance with City of Weslaco as Named Insured on Certificate	☐ Limited use of live animals (Code of Ordinances §22) *
☐ Authorization to display promotional signage*	☐ Park, Pool, Facility Rental
☐ Evidence of Health Permit (food service)	☐ Vendor Application with Fee of \$75.00
☐ Verification to Texas Alcoholic Beverage Commission (TABC) for sale/service of beer and wine*	☐ Special Event Permit with Fee of \$100.00

Traffic Control (Code of Ordinances §134):

☐ Route Map	☐ Parade and Processions Fee of \$50.00
☐ Written Consent of Affected Property Owners	☐ Street Closure Fee of \$25.00
☒ Barricade Fee of \$50.00/location + \$100 deposit	☐ Traffic Safety Plan by Police Department
☐ Verification to Texas Department of Transportation (TX DOT) affecting state right-of-way*	☐ Police Escort of \$20.00/officer per hour (2-hour minimum)

Sound Amplification (Code of Ordinances §94 and Election Code §61):

☐ Use of loud speakers, microphone, bullhorn, etc.	☐ Sound Truck Fee of \$25.00
☐ Vehicle Description, License Plate, Driver's License	\$25.00 fee is for 3 consecutive days

Applicant will coordinate with applicable City Departments, state and federal agencies and discharge the City of any liability associated with this event.

Applicant's Signature: *Mark Williams*

Timestamp of Receipt:

NOV 14 2018

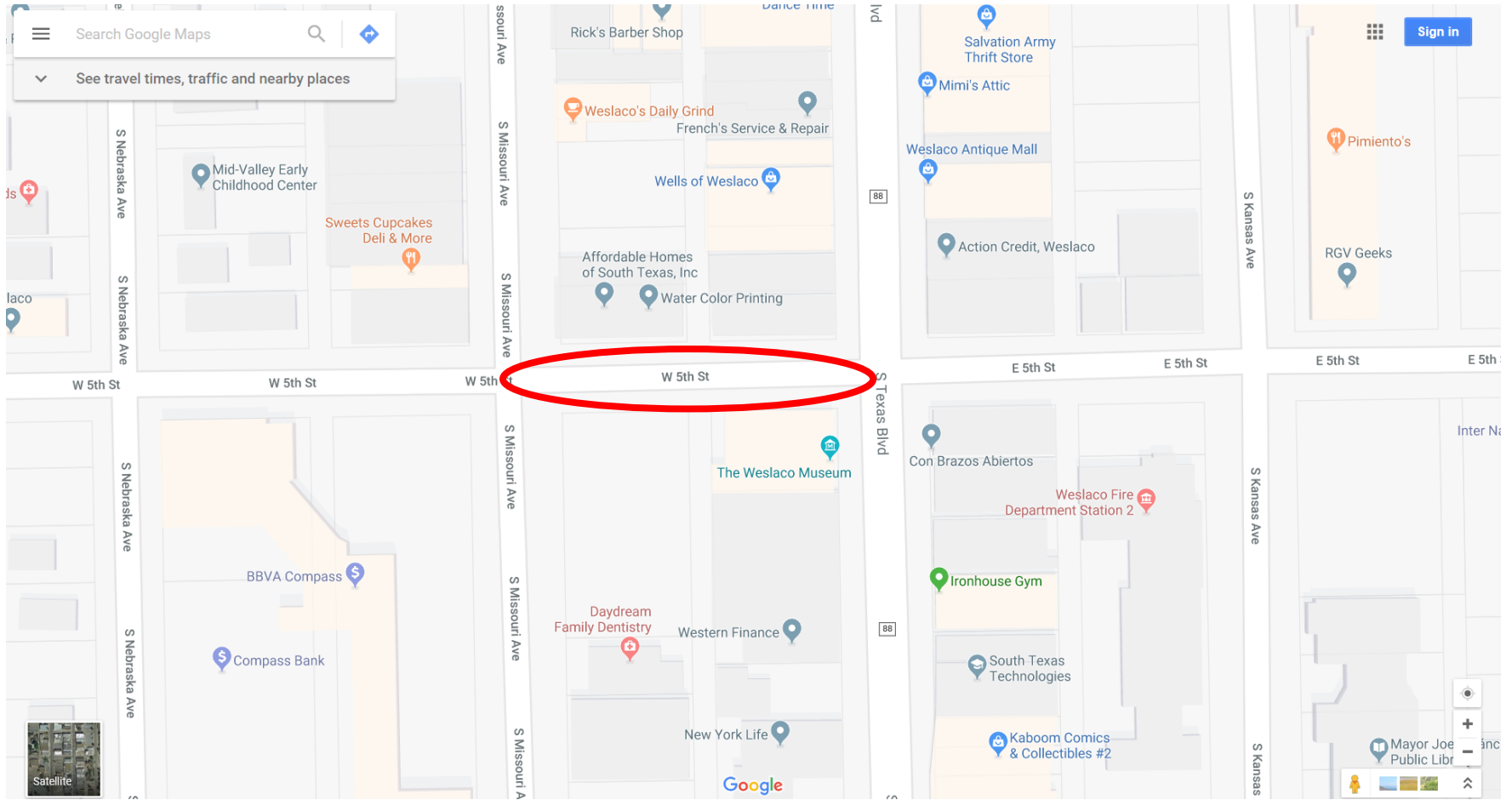
Payment type: ☐ Cash ☐ Credit Card

Additional Stipulation(s) of Authorization:

Approved	Denied	Reason	Signature as Applicable
			Police Chief
			Fire Chief
			Public Works Director
			Traffic Safety Officer
			Planning Director/City Engineer

Weslaco 100th Celebration

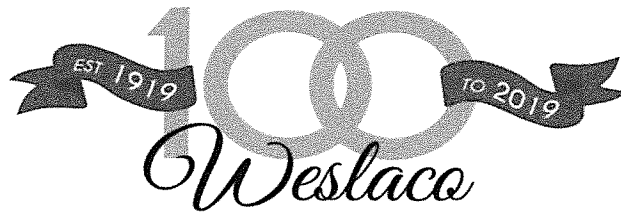
Proposed Street Closure





Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2103	
From:			
Subject: Discussion and authorization for city staff to install Weslaco 100th Celebration Banners on Texas Blvd. from Expressway 83 to 6th Street and display for one year from January 2019 until after December 10, 2019. Possible Action. (Staffed by Parks and 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):			
Olga Garza		Created/Initiated	
Olga Garza		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: doc08336620181108131022			
Responsibilities upon Approval:			



Weslaco Centennial Committee

P.O. Box 801, Weslaco, TX 78599

weslaco100@outlook.com

www.weslaco100.org

October 23, 2018

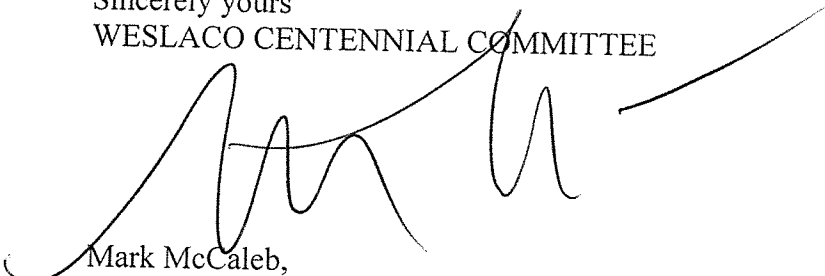
Olga N Garza
Director,
Parks & Recreation
City of Weslaco
255 S Kansas Ave.
Weslaco, TX 78596

Dear Ms Garza:

The Weslaco Centennial Committee is hereby requesting that the City install the Weslaco 100 Celebration Banners (60"x 24") on Texas Blvd from Expressway 83 to 6th Avenue at the same time as the City removes the Christmas wreaths sometime in January, 2019 and that the banners remain on the street poles throughout 2019 until some time in December 2019 (but after Dec 10, 2019) when the city puts up the Christmas wreaths. The banners and hardware will be supplied by the Weslaco Centennial Committee.

Sincerely yours

WESLACO CENTENNIAL COMMITTEE



Mark McCaleb,
Chairman



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2066	
From:			
Subject: Discussion and consideration to extend the Inframark annual agreement to one year for an annual increase capped at 3.2% and authorize the Mayor to execute any related documents. Possible action (Requested by Inframark)			
Background: In efforts to assist the City to with the administration goals to reduce expenditures and increase the financial status and securing our partnership, Inframark would liket to offer a 3.2% increase versus a 3.43% as per the 2018 Consumer Price Index. The 3.2% base fee increase would be applied as follows: 35% to the Wastewater and Lift Stations and 65% to the Water Treatment operations. If agreed, the base fee adjustment date will be effective October 1, 2018.			
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):			
Aida Vega		Created/Initiated	
Sonia Flores		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Inframark agreement CPI rate adjustment			
Responsibilities upon Approval:			

Inframark Annual Base Fee: Fourth Year Agreement –As per the release of the September 2018 Consumer Price Index national average data, the CPI is 3.43%. The previous past two years in agreement with City Council approval, CPI increase averaged 1.63% lower than the national average 3.18%. However, due to increasing benefits rates and insurance it is important to be able to cover these costs while still assisting the City with the administration goals to reduce expenditures and increase the financial status of the City. In efforts to assist the City with achieving these goals and securing our partnership, Inframark would like to offer a 3.2% increase versus the 3.43%. Thirty-Five percent of the 3.2% base fee increase would be applied to the Wastewater and Lift Stations and Sixty-Five percent would be applied to the Water Treatment operations. If agreed upon, the annual base fee adjustment date will be effective October 1, 2018.

Below is a table summarizing the above conditions:

2017-2018 Base Fee		\$2,641,498.77
Annual Base Fee 2018-2019 Increase	3.2%	\$84,527.96
Sludge Disposal Base Increase		\$7,063.63
Total Proposed Annual Agreement 2018-2019 Base Fee		\$2,733,090.36
Difference Total:		\$91,591.59

Acknowledgment:

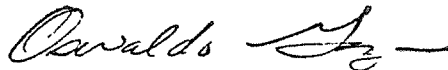
David Suarez, Mayor

Date

We look forward to each upcoming year as an opportunity to grow with the City and provide world class service for the community.

Please call me if you have any questions or would like any additional information about this proposal.

Respectfully,



Oswaldo Garza
Regional Director

Cc: Mike Perez, City Manager
George Quilantan, Project Manager



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2102
From:		
Subject: Discussion and consideration to select a committee to evaluate Request for Qualifications No. 2018-19-03 Architectural Design Services for North Side Sports Complex and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Airport.)		
Background: The City's Purchasing Department received six responses to the RFQ. The firms are as follows: Sam Garcia Architect Negrete & Kolar Architects, LLP GIGNAC Gomez Mendez Saenz, Inc. Alvarado Architects & Associates, Inc. Guzman & Munoz Engineering and Surveying, Inc.		
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 Muñoz	Created/Initiated	
Andrew Muñoz	Approved	
Mike Perez	Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends selecting of five (5) members.		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2115	
From:			
Subject: Discussion and consideration to accept and award bid for a F-250 4x4 crew cab gas and a F-550 4x4 gas chassis to replace a 2004 Expedition 2018 and a 2008 F-550 Brush truck chassis under the apparatus replacement program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department).			
Background: a F-250 4x4 crew cab gas and a F-550 4x4 gas chassis to replace a 2004 Expedition which was totaled by June 2018 flooding and a 2008 F-550 Brush truck chassis which is in disrepair and would cost more to fix than the appraised value of vehicle. both of these vehicles fall under the apparatus replacement program financed over 5 years.			
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):			
Aida Vega Antonio Lopez Sonia Flores Mike Perez		Created/Initiated Approved Approved Final Approval	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: BOGGUS MOTOR COMPANY BID, PAYNE WESLACO FORD BID, WFD TRUCKS 2018-19-04 TABULATION			
Responsibilities upon Approval:			



VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for
**ONE 2019 F-250 4X4 SD CREW CAB or EQUIVALENT and
ONE 2019 F-550 CHASSIS XL 4X4 REGULAR CAB
RFB No.: 2018-19-04**

with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **November 9, 2018** so that you may receive any addendums to the specifications should the need arise.

**Homer Rhodes
City of Weslaco
Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240
hrhodes@weslacotx.gov**

Name: <u>Stephen Ray Hollon</u> (print / contact person)	Signature: 
Title: <u>Commercial Accounts Fleet Mgr</u>	Company/Agency: <u>Boggus Motor Co. II, LLC</u>
Mailing Address: <u>2521 South Expressway 83</u>	<u>Harlingen, TX. 78550</u>
Phone: <u>(956) 430-7035 Direct Line</u>	Fax: <u>(956) 430-7052 Direct Fax #</u>
Email Address: <u>shollon@boggusford.com</u>	

Bid No.: 2018-19-04

In connection with this RFB, interested Bidders should limit their contact to the City of Weslaco by communicating only with Homer Rhodes at (956) 447-2240 regarding this RFB. Contact with persons other than Mr. Rhodes regarding this RFB may be grounds for eliminations from the selection process.

**ONE 2019 F-250 4X4 SD CREW CAB or EQUIVALENT
SPECIFICATIONS**

A. Engine

1. Engine shall be a 6.2L / V8 engine.
GVWR: 10,000 lb. Payload Package

Comply

☒ Yes ☐ No

B. Transmission

1. 6-Speed Automatic

Comply

☒ Yes ☐ No

C. Axle

1. Electronic locking w/3.73 Axle ratio.

Comply

☒ Yes ☐ No

D. Wheels / Tires

1. 18" Sparkle Silver Cast Aluminum / LT275/70Rx18E (4).

Comply

☒ Yes ☐ No

E. Seats & Trim

1. HD Vinyl 40/20/40 Split Bench Seat w/center armrest.

Comply

☒ Yes ☐ No

F. Warranty

- | | |
|--------------------------|--------------------------|
| 1. Basic | 36,000 miles / 36 months |
| 2. Powertrain | 60,000 miles / 60 months |
| 3. Corrosion Perforation | Unlimited / 60 months |
| 4. Roadside Assistance | 60,000 miles / 60 months |

Comply

☒ Yes ☐ No

G. Interior & Exterior

1. Medium earth gray / Oxford white.

Comply

☒ Yes ☐ No

H. Other Options

1. 160" Wheelbase
2. Radio AM/FM Stereo MP3 Player w/ 6 speakers
3. SYNC communications & entertainment system / voice recognition with 911 assist 4.2" LCD center stack screen, AppLink, 1 smart charging USB port and steering wheel audio controls
4. Power windows / Power locks
5. Remote keyless entry
6. Chrome grills
7. Chrome front bumper
8. Chrome rear step bumper
9. Steering Wheel-Mounted Cruise Control
10. Heavy Service Front Suspension Package
11. Daytime Running Lights

Comply

☒ Yes ☐ No

PLEASE REVIEW MY ATTACHMENT 1 (ONE) FOR FULL VEHICLE INFORMATION AND CONTENTS.

ATTACHMENT ONE (1) FOR F-250 CREW CAB 4X4 CONTENT



Boggus Ford

2521 S. Expressway 83, Harlingen, Texas, 785507651

Office: 956-423-2580

Fax: 956-423-2516

Customer Proposal

Prepared for:

Homer Rhodes
Purchasing, City of Weslaco
255 S Kansas
Weslaco, TX 78596
Office: 956-447-2240
Fax: 956-969-8452
Email: hrhodes@weslacotx.gov
Ordering FIN Code: QB840

Prepared by:

Stephen Hollon
Office: 956-423-2580
Email: shollon@boggusford.com

Date: 11/06/2018

Vehicle: 2019 F-250 XL

4x4 SD Crew Cab 6.75' box 160" WB SRW

Quote ID: WESLACOW2B



ABOVE ARTWORK IS FOR ILLUSTRATION PURPOSES ONLY



Boggus Ford
2521 S. Expressway 83, Harlingen, Texas,
785507651
Office: 956-423-2580
Fax: 956-423-2516

2019 F-250, SD Crew Cab
4x4 SD Crew Cab 6.75' box 160" WB SRW
XL(W2B)
Price Level: 930 Quote ID: WESLACOW2B

Warranty - Standard Equipment & Specs

Warranty

Basic

Distance _____ 36000 miles Months _____ 36 months

Powertrain

Distance _____ 60000 miles Months _____ 60 months

Corrosion Perforation

Distance _____ Unlimited miles Months _____ 60 months

Roadside Assistance

Distance _____ 60000 miles Months _____ 60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Homer Rhodes, Purchasing, City of Weslaco
By: Stephen Hollon Date: 11/06/2018



Boggus Ford
2521 S. Expressway 83, Harlingen, Texas,
785507651
Office: 956-423-2580
Fax: 956-423-2516

2019 F-250, SD Crew Cab
4x4 SD Crew Cab 6.75' box 160" WB SRW
XL(W2B)
Price Level: 930 Quote ID: WESLACOW2B

Selected Options

Code	Description
Base Vehicle	
W2B	Base Vehicle Price (W2B)
Packages	
600A	Order Code 600A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Flex-Fuel badge on fleet orders only. - Transmission: TorqShift-G 6-Spd Auto w/SelectShift - 3.73 Axle Ratio - GVWR: 10,000 lb Payload Package - Tires: LT245/75R17E BSW A/S (4) - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo Includes digital clock and 4 speakers.
Powertrain	
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel <i>Flex-Fuel badge on fleet orders only.</i>
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift
X3E	Electronic-Locking w/3.73 Axle Ratio
STDGV	GVWR: 10,000 lb Payload Package
Wheels & Tires	
TDX	Tires: LT275/70R18E BSW A/T (4)
648	Wheels: 18" Sparkle Silver Painted Cast Aluminum <i>Includes bright hub covers/center ornaments.</i>
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
Other Options	
160WB	160" Wheelbase
17S	STX Appearance Package

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Boggus Ford
 2521 S. Expressway 83, Harlingen, Texas,
 785507651
 Office: 956-423-2580
 Fax: 956-423-2516

2019 F-250, SD Crew Cab
 4x4 SD Crew Cab 6.75' box 160" WB SRW
 XL(W2B)
 Price Level: 930 Quote ID: WESLACOW2B

Selected Options (cont'd)

Code	Description
90L	Includes STX fender vent badge. Includes: - Radio: AM/FM Stereo/MP3 Player Includes 6 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls. - Bright Chrome Grille - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Steering Wheel-Mounted Cruise Control - Wheels: 18" Sparkle Silver Painted Cast Aluminum Includes bright hub covers/center ornaments. - Tires: LT275/65R18E BSW A/S Power Equipment Group Deletes passenger-side lock cylinder. Includes upgraded door trim panel. Includes: - Accessory Delay - Manual Telescoping/Folding Trailer Tow Mirrors Includes power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators. - Advanced Security Pack Includes SecurILock Passive Anti-Theft System (PATS) and inclination/intrusion sensors. - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows Includes 1-touch up/down driver/passenger window. - Remote Keyless Entry
67H	Heavy-Service Front Suspension Package Includes heavy-service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment). Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR). NOTE 1: Vehicle ride height will increase with the addition of this package. NOTE 2: May result in deterioration of ride quality when vehicle is not equipped with front end utility attachment.
PAINT	Monotone Paint Application
585_	Radio: AM/FM Stereo/MP3 Player Includes 6 speakers. Includes: - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.
Fleet Options	
942	Daytime Running Lamps (DRL) (LPO) Requires valid FIN code. The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL). Includes on/off cluster controllable.
FLADCR	Fleet Advertising Credit
Emissions	
425	50-State Emissions System

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Boggus Ford
2521 S. Expressway 83, Harlingen, Texas,
785507651
Office: 956-423-2580
Fax: 956-423-2516

2019 F-250, SD Crew Cab
4x4 SD Crew Cab 6.75' box 160" WB SRW
XL(W2B)
Price Level: 930 Quote ID: WESLACOW2B

Selected Options (cont'd)

Code	Description
Interior Colors	
AS_01	Medium Earth Gray
Primary Colors	
Z1_01	Oxford White

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Homer Rhodes, Purchasing, City of Weslaco
By: Stephen Hollon Date: 11/06/2018

CITY OF WESLACO
ONE 2019 F-250 4X4 SD CREW CAB or EQUIVALENT
BID FORM

The Boggus Motor Co. II, LLC. (bidder), having read the specifications, proposes to furnish **ONE 2019 F-250 4X4 SD CREW CAB or EQUIVALENT**, for the full and firm price of within delivery time designated below, in full compliance with the specifications.

Complete Unit: F.O.B. City of Weslaco, Finance Department, 255 S. Kansas Ave.,
Weslaco, Texas 78596 / Attn: Homer Rhodes

Respectfully submitted this 8th day of November, 2018.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

<u>Description</u>	<u>Make/Model</u>
--------------------	-------------------

ONE 2019 F-250 4X4 SD CREW CAB or EQUIVALENT

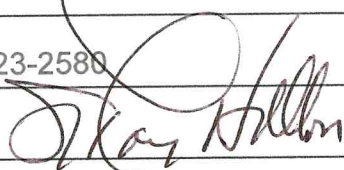
Grand Total: \$ 31,990.08 Includes State Inspection sticker

Estimated Delivery Time Frame upon issuance of Purchase Order: will run approximately 12 weeks
Due to holiday timing production

Company: Boggus Motor Company II, LLC.

Address: 2521 South Expressway 83 City/State/Zip: Harlingen, TX 78550

Phone Number: (956) 423-2580 Fax Number: (956) 430-7052 Direct Fax #

Authorized Signature:  Date: 8 November 2018

Title: Commercial Accounts Manager E-mail: shollon@boggusford.com

Stephen Ray Hollon

Please print above signature

In connection with this RFB, interested Bidders should limit their contact to the City of Weslaco by communicating only with Homer Rhodes at (956) 447-2240 regarding this RFB. Contact with persons other than Mr. Rhodes regarding this RFB may be grounds for eliminations from the selection process.

**ONE 2019 F-550 CHASSIS XL 4X4 REGULAR CAB
SPECIFICATIONS**

A. Engine

2. Engine shall be a 6.8L 3-Valve / V10 engine.
GVWR: 19,500 lb. Payload Package

Comply

☒ Yes ☐ No

B. Transmission

2. 6-Speed Automatic

Comply

☒ Yes ☐ No

C. Axle

2. Limited Split w/4.88 Axle ratio.

Comply

☒ Yes ☐ No

D. Wheels / Tires

2. 19.5" Argent painted steel - 225/70Rx19.5G BSW Traction (THB)
Includes 4 traction tires on the rear and 2 all-season tires on the front
Spare Tire, Wheel & Jack

Comply

☒ Yes ☐ No

E. Seats & Trim

2. HD Vinyl 40/20/40 Split Bench Seat w/center armrest.

Comply

☒ Yes ☐ No

F. Warranty

- | | |
|--------------------------|--------------------------|
| 5. Basic | 36,000 miles / 36 months |
| 6. Powertrain | 60,000 miles / 60 months |
| 7. Corrosion Perforation | Unlimited / 60 months |
| 8. Roadside Assistance | 60,000 miles / 60 months |

Comply

☒ Yes ☐ No

G. Interior & Exterior

2. Medium earth gray / Oxford white.

Comply

☒ Yes ☐ No

H. Other Options

12. 169" Wheelbase
13. Radio AM/FM Stereo MP3 Player w/ 4 speakers
14. SYNC communications & entertainment system / voice recognition with 911 assist 4.2" LCD center stack screen, AppLink, 1 smart charging USB port and steering wheel audio controls
15. Power windows / Power locks
16. Remote keyless entry
X 17. Chrome grills
18. Chrome front bumper
19. Steering Wheel-Mounted Cruise Control
20. Extra Heavy Service Suspension Package
21. Daytime Running Lights
22. 6 Ton Hydraulic Jack
23. Trailer Brake Controller / smart trailer tow connector
24. Exterior Back-Up Alarm
25. 110v/400W outlet
26. Platform Running Boards

Comply

☐ Yes ☒ No

X Line H Item 17 Chrome Grille is not available.

Please review my enclosed Attachment Two (2) for itemized content.

ATTACHMENT TWO (2) FOR F-550 CONTENT



Boggus Ford
2521 S. Expressway 83, Harlingen, Texas, 785507651
Office: 956-423-2580
Fax: 956-423-2516

Customer Proposal

Prepared for:

Homer Rhodes
Purchasing, City of Weslaco
255 S Kansas
Weslaco, TX 78596
Office: 956-447-2240
Fax: 956-969-8452
Email: hrhodes@weslacotx.gov
Ordering FIN Code: QB840

Prepared by:

Stephen Hollon
Office: 956-423-2580
Email: shollon@boggusford.com

Date: 11/06/2018

Vehicle: 2019 F-550 Chassis XL
4x4 SD Regular Cab 169" WB DRW



ABOVE ARTWORK IS FOR ILLUSTRATION PURPOSES ONLY



Boggus Ford
2521 S. Expressway 83, Harlingen, Texas,
785507651
Office: 956-423-2580
Fax: 956-423-2516

2019 F-550 Chassis, SD Regular Cab
4x4 SD Regular Cab 169" WB DRW XL(F5H)
Price Level: 930

Warranty - Standard Equipment & Specs

Warranty

Basic

Distance.....	36000 miles	Months.....	36 months
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Powertrain

Distance.....	60000 miles	Months.....	60 months
---------------	-------------	-------------	-----------

Corrosion Perforation

Distance.....	Unlimited miles	Months.....	60 months
---------------	-----------------	-------------	-----------

Roadside Assistance

Distance.....	60000 miles	Months.....	60 months
---------------	-------------	-------------	-----------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: **Homer Rhodes, Purchasing, City of Weslaco**
By: **Stephen Hollon** Date: 11/06/2018



Boggus Ford
2521 S. Expressway 83, Harlingen, Texas,
785507651
Office: 956-423-2580
Fax: 956-423-2516

2019 F-550 Chassis, SD Regular Cab
4x4 SD Regular Cab 169" WB DRW XL(F5H)
Price Level: 930

Selected Options

Code	Description
Base Vehicle	
F5H	Base Vehicle Price (F5H)
Packages	
660A	Order Code 660A <i>Includes:</i> - Engine: 6.8L 3-Valve SOHC EFI NA V10 - Transmission: TorqShift 6-Speed Automatic (6R140) Includes SelectShift. - Wheels: 19.5" Argent Painted Steel Includes manual locking hubs. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar.
Powertrain	
99Y	Engine: 6.8L 3-Valve SOHC EFI NA V10
44P	Transmission: TorqShift 6-Speed Automatic (6R140) <i>Includes SelectShift.</i>
X8L	Limited Slip w/4.88 Axle Ratio
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>
Wheels & Tires	
THB	Tires: 225/70Rx19.5G BSW Traction (THB) <i>Includes 4 traction tires on the rear and 2 all-season tires on the front. Optional spare is 225/70Rx19.5G BSW all-season.</i>
64Z	Wheels: 19.5" Argent Painted Steel <i>Includes manual locking hubs.</i>
512	Spare Tire, Wheel & Jack Required in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 6-Ton Hydraulic Jack
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
Other Options	
PAINT	Monotone Paint Application
169WB	169" Wheelbase

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Boggus Ford
 2521 S. Expressway 83, Harlingen, Texas,
 785507651
 Office: 956-423-2580
 Fax: 956-423-2516

2019 F-550 Chassis, SD Regular Cab
 4x4 SD Regular Cab 169" WB DRW XL(F5H)
 Price Level: 930

Selected Options (cont'd)

Code	Description
96V	XL Value Package <i>Includes:</i> - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/MP3 Player <i>Includes 4 speakers.</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i> - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack <i>Includes SecurILock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> - MyKey <i>Includes owner controls feature.</i> - Power Front Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry
67X	Extra Heavy-Service Suspension Package <i>Includes pre-selected extra heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR). Note 1: May result in a deterioration of ride quality. Note 2: Vehicle ride height will increase with the addition of this package.</i>
61J	6-Ton Hydraulic Jack
52B	Trailer Brake Controller <i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>
18B	Platform Running Boards
43C	110V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>
585	Radio: AM/FM Stereo/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i>
76C	Exterior Backup Alarm (Pre-Installed) <i>Custom accessory.</i>
Fleet Options	
525_	Steering Wheel-Mounted Cruise Control
942	Daytime Running Lamps (DRL) (LPO)

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

CITY OF WESLACO
**ONE 2019 F-550 CHASSIS XL 4X4 REGULAR CAB or EQUIVALENT
BID FORM**

The Boggus Motor Co.II, LLC. (bidder), having read the specifications, proposes to furnish
ONE 2019 F-550 CHASSIS XL 4X4 REGULAR CAB or EQUIVALENT
, for the full and firm price of within delivery time designated below, in full compliance with the
specifications.

Complete Unit: F.O.B. City of Weslaco, Finance Department, 255 S. Kansas Ave.,
Weslaco, Texas 78596 / Attn: Homer Rhodes

Respectfully submitted this 8th day of November, 2018.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Description _____ Make/Model _____

ONE 2019 F-550 CHASSIS XL 4X4 REGULAR CAB or EQUIVALENT

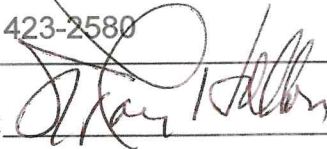
Grand Total: \$ 39,154.84 *

Estimated Delivery Time Frame upon issuance of Purchase Order: will run approximately 12 weeks
Due to Holiday timing, production

Company: Boggus Motor Company II, LLC.

Address: 2521 South Expressway 83 City/State/Zip: Harlingen, TX. 78550

Phone Number: (956) 423-2580 Fax Number: 956 430-7052 Direct Fax

Authorized Signature:  Date: 8 November 2018

Title: Commercial Accounts Manager E-mail: shollon@boggusford.com

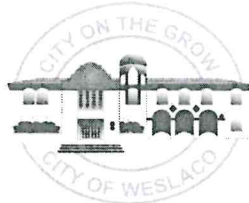
Stephen Ray Hollon

Please print above signature

* Quote does not include a State Inspection as it is considered an incomplete vehicle until a body has been installed. State Inspection will be a seperate cost once a body has been installed.

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

CITY OF WESLACO Invitation to Bid

The City of Weslaco hereby requests sealed bids for the following:

ONE 2019 F-250 4X4 SD CREW CAB or EQUIVALENT and ONE 2019 F-550 CHASSIS XL 4X4 REGULAR CAB

RFB No.: 2018-19-04

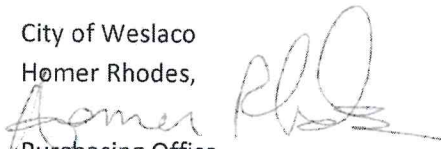
Sealed bids addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, until 3:00 p.m. on November 9, 2018, at which time they will be opened and read aloud. Please mark envelope, "Sealed Bid"

ONE 2019 F-250 4X4 SD CREW CAB or EQUIVALENT and ONE 2019 F-550 CHASSIS XL 4X4 REGULAR CAB

RFB No.: 2018-19-04

Potential Bidders/Respondents are advised that the bidding documents can be downloaded from the City of Weslaco web page address: www.weslacotx.gov, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447-2240. Be advised that if your company is contemplating on bidding this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, e-mail, telephone and fax, and contact person). **No electronic bids will be accepted.**

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best value and most advantageous (as allowed in Local Government Code 252.043) to the City and to hold bids for a period of forty-five (45) days without taking action, for the purpose of reviewing the bids and investigation of bidders' qualifications prior to bid award. Bids submitted past the aforementioned date and time will not be accepted.

City of Weslaco
Homer Rhodes,

Purchasing Office
hrhodes@weslacotx.gov

**CITY OF WESLACO
INSTRUCTIONS TO BIDDERS**

The City of Weslaco will receive bids for
**ONE 2019 F-250 4X4 SD CREW CAB or EQUIVALENT and
ONE 2019 F-550 CHASSIS XL 4X4 REGULAR CAB
RFB No.: 2018-19-04**

1. The 2019 Trucks offered for consideration shall conform to the following specifications and be equipped with any additional equipment as specified.
2. There will be no trade-in offered in consideration of this bid.
3. Bids shall be submitted in a sealed envelope upon the blank form attached hereto. Bid must be completely filled out. Bids must be filed with the City of Weslaco before opening day and hour. No late bids will be accepted. Late bids or bids not properly identified will be returned to respondent unopened. Failure to meet request for bid(s) requirements may be grounds to disqualification.
4. Any exceptions to these specifications must be stated in writing and attached to the Bid form. Each exception must refer to the corresponding section of the specifications, with explanation and detailed description of the item or items the bidder wishes to substitute.
5. All parts not specifically mentioned which are necessary in order to furnish a new complete 2019 Truck, shall be included whether or not specified.
6. The geographical location(s) of vendor's facilities will be given due consideration in the evaluation and award of contract, so the City personnel can visit the facility and inspect and test drive the new trucks.
7. Where specific model numbers or manufacturer names are used in these specifications, the vendor may submit an equal replacement for consideration. All expectations and substitutions must be listed on a separate piece of paper in the Bid package and supporting documents or brochures must be provided for the equipment specified.
8. Bids MUST give full firm name and address of respondent and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.
9. Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Weslaco.
10. STATE SALES TAX MUST NOT BE INCLUDED IN BID. A tax-exempt form will be provided upon request.

11. No substitutions or cancellations permitted without written approval of City of Weslaco.
12. Number of days required to deliver the Trucks after receiving purchase order must be stated in your bid. Failure to do so state will obligate respondent to complete delivery within 30 days after award.
13. When delay can be foreseen, vendor shall give prior notice to the City of Weslaco. Vendor must keep the City of Weslaco advised at all times of status of delivery. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of Weslaco to purchase such Trucks elsewhere and charge increase in cost and handling to defaulting vendor.
14. Acceptable reasons for delay delivery are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.), acts of government, (fire, strikes, war). Actions beyond the control of successful vendor.
15. Bid F.O.B. City of Weslaco - City Hall, Finance Department, 255 Kansas Ave, Weslaco, Texas 78596. Bid in units of quantity specified-extend and show total. Bids subject to unlimited price increase will not be considered.
16. The City may hold Bids for forty-five (45) days after reading of same without taking action. Respondents shall hold their Bid firm for the same period.
17. The vendor agrees to indemnify and save harmless the City, the Purchasing Agent, and his/her assistants from all suits and actions of every nature and description brought against them or any of them, for or because of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
18. Respondent shall carefully examine the Bid forms, requirement/ specifications, and instructions to respondents. Should the respondent find discrepancies in, or omissions from bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Office (Weslaco City Hall, at 956/447-2240) Homer Rhodes, hrrhodes@weslacotx.gov and obtain clarification by addendum prior to submitting any bid.
19. The City of Weslaco will execute payment by mail within 30 days in strict accordance with the State of Texas Pay Law after a new Trucks have been received, and inspected, and found to meet City of Weslaco specifications. No other method of payment will be considered.
20. The City of Weslaco reserves the right to reject any or all bids and to waive any or all informalities or technicalities and/or to accept the bid to be the best a value and most advantageous (as allowed in Local Government Code 252.043) the City and to hold bids for a period of forty-five (45) days without taking action. Bids submitted past the aforementioned date and time will not be accepted.

In connection with this RFB, interested Bidders should limit their contact to the City of Weslaco by communicating only with Homer Rhodes at (956) 447-2240 regarding this RFB. Contact with persons other than Mr. Rhodes regarding this RFB may be grounds for eliminations from the selection process.

**ONE 2019 F-250 4X4 SD CREW CAB or EQUIVALENT
SPECIFICATIONS**

A. Engine

1. Engine shall be a 6.2L / V8 engine.
GVWR: 10,000 lb. Payload Package

Comply

☒ Yes ☐ No

B. Transmission

1. 6-Speed Automatic

Comply

☒ Yes ☐ No

C. Axle

1. Electronic locking w/3.73 Axle ratio.

Comply

☒ Yes ☐ No

D. Wheels / Tires

1. 18" Sparkle Silver Cast Aluminum / LT275/70Rx18E (4).

Comply

☒ Yes ☐ No

E. Seats & Trim

1. HD Vinyl 40/20/40 Split Bench Seat w/center armrest.

Comply

☐ Yes ☒ No

*Cloth seats
Captain*

F. Warranty

- | | |
|--------------------------|--------------------------|
| 1. Basic | 36,000 miles / 36 months |
| 2. Powertrain | 60,000 miles / 60 months |
| 3. Corrosion Perforation | Unlimited / 60 months |
| 4. Roadside Assistance | 60,000 miles / 60 months |

Comply

☒ Yes ☐ No

G. Interior & Exterior

1. Medium earth gray / Oxford white.

Comply

☒ Yes ☐ No

H. Other Options

- ✓ 1. 160" Wheelbase
- ✓ 2. Radio AM/FM Stereo MP3 Player w/ 6 speakers *5 speakers*
- ✓ 3. SYNC communications & entertainment system / voice recognition with 911 assist 4.2" LCD center stack screen, AppLink, 1 smart charging USB port and steering wheel audio controls
- ✓ 4. Power windows / Power locks
- ✓ 5. Remote keyless entry
- ✓ 6. Chrome grills
- ✓ 7. Chrome front bumper
- ✓ 8. Chrome rear step bumper
- ✓ 9. Steering Wheel-Mounted Cruise Control
- ✓ 10. Heavy Service Front Suspension Package
- ✓ 11. Daytime Running Lights

Comply

☒ Yes ☐ No

CITY OF WESLACO
ONE 2019 F-250 4X4 SD CREW CAB or EQUIVALENT
BID FORM

The WESLACO FORD (bidder), having read the specifications, proposes to furnish **ONE 2019 F-250 4X4 SD CREW CAB or EQUIVALENT**, for the full and firm price of within delivery time designated below, in full compliance with the specifications.

Complete Unit: F.O.B. City of Weslaco, Finance Department, 255 S. Kansas Ave.,
Weslaco, Texas 78596 / Attn: Homer Rhodes

Respectfully submitted this 9 day of NOVEMBER, 2018.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Description 2019 F-250 4x4 SD Make/Model FORD F250 4x4 SD CREW

ONE 2019 F-250 4X4 SD CREW CAB or EQUIVALENT

Grand Total: \$ \$45,765.74

Estimated Delivery Time Frame upon issuance of Purchase Order: 150 days

Company: WESLACO FORD

Address: 2401 E. Bypwys 83 City/State/Zip: WESLACO, TX 78596

Phone Number: 956-253-1763 Fax Number: 956-968-1076

Authorized Signature: [Signature] Date: NOVEMBER 9, 2018

Title: Commercial Fleet Manager E-mail: fernandodela@paycomgroup.com
FERNANDO DELA GARZA

Please print above signature

In connection with this RFB, interested Bidders should limit their contact to the City of Weslaco by communicating only with Homer Rhodes at (956) 447-2240 regarding this RFB. Contact with persons other than Mr. Rhodes regarding this RFB may be grounds for eliminations from the selection process.

**ONE 2019 F-550 CHASSIS XL 4X4 REGULAR CAB
SPECIFICATIONS**

A. Engine

2. Engine shall be a 6.8L 3-Valve / V10 engine.
GVWR: 19,500 lb. Payload Package

Comply

_____ Yes ☒ No

B. Transmission

2. 6-Speed Automatic

Comply

_____ Yes ☒ No

C. Axle

2. Limited Split w/4.88 Axle ratio.

Comply

_____ Yes ☒ No

D. Wheels / Tires

2. 19.5" Argent painted steel - 225/70Rx19.5G BSW Traction (THB)
Includes 4 traction tires on the rear and 2 all-season tires on the front
Spare Tire, Wheel & Jack

Comply

_____ Yes ☒ No

E. Seats & Trim

2. HD Vinyl 40/20/40 Split Bench Seat w/center armrest.

Comply

_____ Yes ☒ No

F. Warranty

- | | |
|--------------------------|--------------------------|
| 5. Basic | 36,000 miles / 36 months |
| 6. Powertrain | 60,000 miles / 60 months |
| 7. Corrosion Perforation | Unlimited / 60 months |
| 8. Roadside Assistance | 60,000 miles / 60 months |

Comply

_____ Yes ☒ No

G. Interior & Exterior

2. Medium earth gray / Oxford white.

Comply

_____ Yes X No

H. Other Options

- 12. 169" Wheelbase
- 13. Radio AM/FM Stereo MP3 Player w/ 4 speakers
- 14. SYNC communications & entertainment system / voice recognition with 911 assist 4.2" LCD center stack screen, AppLink, 1 smart charging USB port and steering wheel audio controls
- 15. Power windows / Power locks
- 16. Remote keyless entry
- 17. Chrome grills
- 18. Chrome front bumper
- 19. Steering Wheel-Mounted Cruise Control
- 20. Extra Heavy Service Suspension Package
- 21. Daytime Running Lights
- 22. 6 Ton Hydraulic Jack
- 23. Trailer Brake Controller / smart trailer tow connector
- 24. Exterior Back-Up Alarm
- 25. 110v/400W outlet
- 26. Platform Running Boards

Comply

_____ Yes X No

CITY OF WESLACO
**ONE 2019 F-550 CHASSIS XL 4X4 REGULAR CAB or EQUIVALENT
BID FORM**

The WESLACO FORD (bidder), having read the specifications, proposes to furnish
ONE 2019 F-550 CHASSIS XL 4X4 REGULAR CAB or EQUIVALENT
, for the full and firm price of within delivery time designated below, in full compliance with the
specifications.

Complete Unit: F.O.B. City of Weslaco, Finance Department, 255 S. Kansas Ave.,
Weslaco, Texas 78596 / Attn: Homer Rhodes

Respectfully submitted this 9 day of NOVEMBER, 2018.

The undersigned affirms that they are duly authorized to execute this contract, that this company,
corporation, firm, partnership or individual has not prepared this bid in collusion with any other
bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been
communicated by the undersigned nor by any employee or agent to any other person engaged in this
type of business prior to the official opening of this bid.

Description _____ Make/Model NO BID

ONE 2019 F-550 CHASSIS XL 4X4 REGULAR CAB or EQUIVALENT

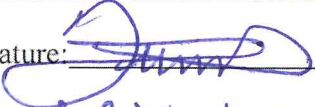
Grand Total: \$ NO-BID

Estimated Delivery Time Frame upon issuance of Purchase Order: NO-BID

Company: WESLACO FORD

Address: 2401 E. Expy 83 City/State/Zip: WESLACO, TX 78596

Phone Number: 956-252-1763 Fax Number: 956-1074

Authorized Signature:  Date: 11-9-18

Title: Commercial Fleet Manager E-mail: Fernando.de.la.garza@faygroup.com
FERNANDO DELA GARZA

Please print above signature

CITY OF WESLACO
Weslaco Fire Department - Trucks
RFB NO.: 2018-19-04

OPENING DATE: 11/9/2018 @ 3:00 PM

Payne Weslaco Ford
Fernando de la Garza
2401 E. Expressway 83
Weslaco, Texas
956-252-1763
fernandodlg@paynegroup.com

Boggus Motor Co.
Stephen Ray Hollon
2521 South Expressway 83
Harlingen, Texas
956-430-7035
shollon@boggusford.com

		Unit Price	Unit Price
1	One 2019 F-250 4 X4 Crew Cab Truck or Equivalent	45,765.74	31,990.08
1	One 2019 F-550 Chassis 4 X4 Regular Cab Truck or Equivalent	NO BID	39,154.84

\$ 71,144.92
Total both trucks

Tabulation created by: Homer Rhodes 11/9/2018



Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2117	
From:			
Subject: Discussion and consideration on drainage improvements in the area of the 500 to 800 Block of West 15th Street and authorize the Mayor to execute any related documents. Possible action. (Requested by Commissioner Kerr and Commissioner Muñoz.)			
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):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: improvements 500-800 Blk 15th St			
Responsibilities upon Approval:			

PRELIMINARY ENGINEER'S COST ESTIMATE

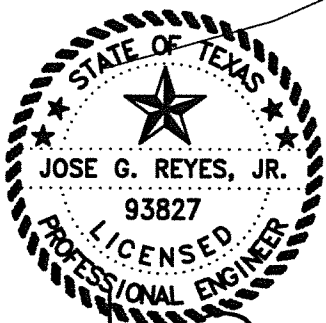
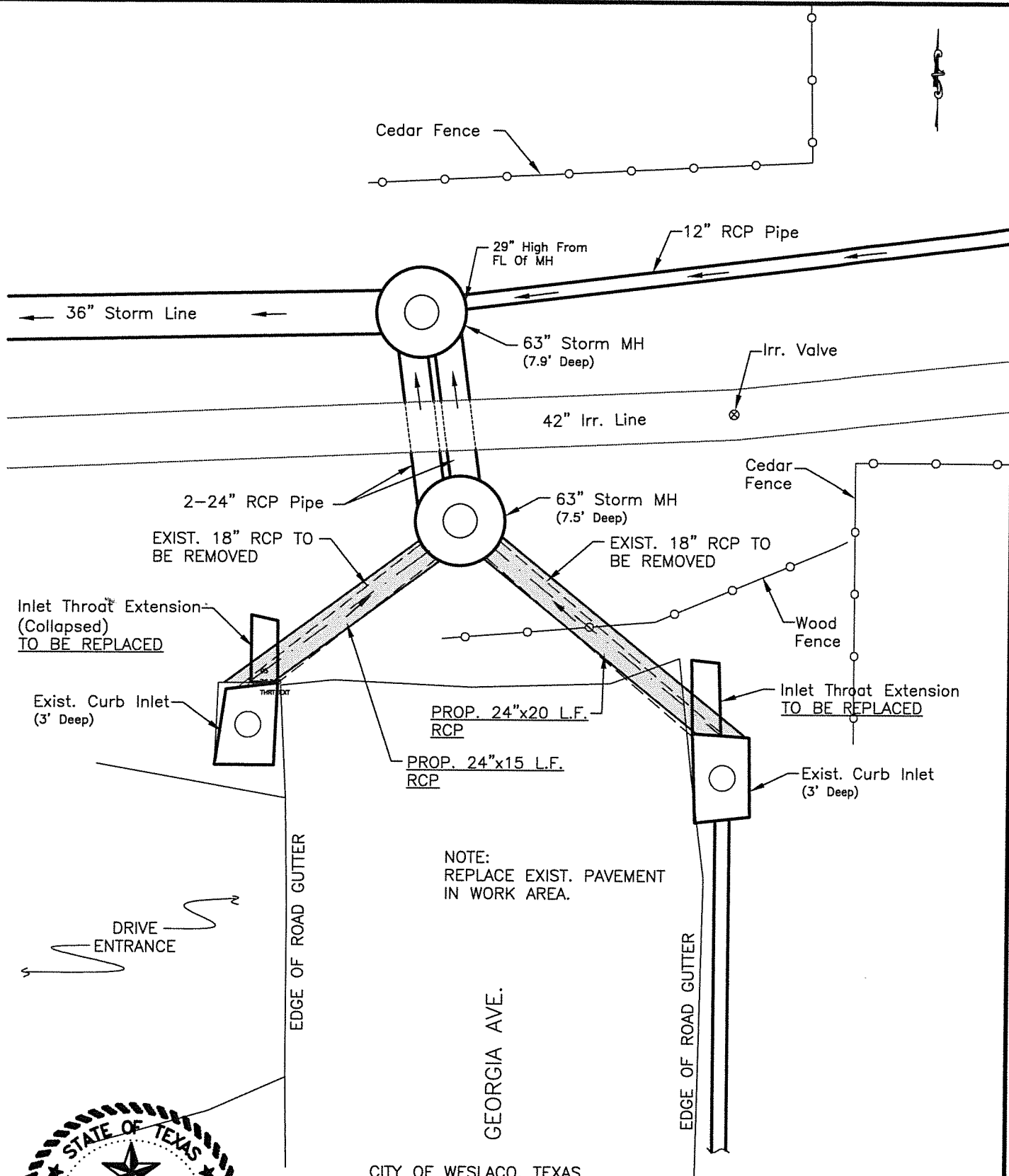
Project: City of Weslaco

Description: Southland Subdivision Storm Improvements

Date: November 16, 2018

CALICHE ROAD ALTERNATE

Item	Description	Quantity		Unit Price	Item Total
1	24" ASTM C-76, Class III, Rubber Gasket Joint	35	LF	\$100.00	\$3,500.00
2	Inlet Throat Extension	2	EA	\$1,500.00	\$3,000.00
3	Manhole Reconnections	2	EA	\$750.00	\$1,500.00
4	Inlet Reconnections	2	EA	\$500.00	\$1,000.00
5	Pavement Repairs	1	LS	\$1,000.00	\$1,000.00
Subtotal of Construction Costs					\$10,000.00
Contingencies @ 15%					\$1,500.00
Estimated Construction Cost					\$11,500.00
Engineering Services @ 12%					\$1,380.00
Surveying Services @ 2%					\$230.00
Total Estimated Project Cost					\$13,110.00



CITY OF WESLACO, TEXAS
PROPOSED DRAINAGE IMPROVEMENTS



SWG ENGINEERING, LLC
WESLACO, TEXAS
TEXAS FIRM REGISTRATION NO. F-592
WESLACO, TEXAS
SINCE 1945
COPYRIGHT 2018

11/16/2018

18-56

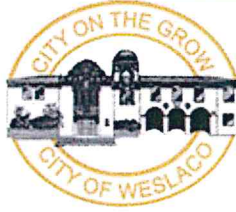


Standardized Agenda Request Form

Date of Meeting: November 20, 2018		Agenda Item No. (to be assigned by CSO): 2018-2118	
From:			
Subject: Discussion and consideration approving budget and project list utilizing the \$4,000,000 Certificates of Obligation Series 2018 for drainage improvements and authorize the Mayor to execute any related documents. Possible action. (Staffed by the City Manager's Office.)			
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):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: \$4M Budget & Project List for Drainage Improvements			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

DATE: November 15, 2018

TO: Drainage Committee

FROM: Mike R. Perez, City Manager

SUBJECT: \$4M Bond Issues and Proposed Expectations

Attached is a sheet showing revenues and established expenditures. We are short by \$367,328.03, and we will have to work on how to reduce the cost for the RDF. Our biggest possibility is to cut the cost for excavation of the RDF. We will see how we can achieve this reduction.

Cc: Mayor David Suarez
City Commission

2018 \$4M Bond Issue

Sale of Bonds	\$3,993,063.00
Transfer General Fund	100,000.00
Total Available	\$4,093,063.00

Projects

Harlon Block RDF	\$1,401,147.60
City Park	1,118,010.43
John Knox area	542,497.00
Leisure World area	520,576.00
Austin/Merida	80,000.00
Purchase property by Leisure World	257,120.00
Purchase Property by John Knox	160,000.00
Halff Engineering contract	381,040.00
Total Estimated Expectations	\$4,460,391.03

Short \$367,328.03



October
2018 Destination Marketing Report
Presented to City of Weslaco

October Advertising

- General Advertising:
 - ✓ New Adventures Magazine - \$1,360
 - ✓ New advertising at Valley International Airport (VIA) - \$4,886
 - ✓ 2018 Official Guide to the Rio Grande Valley - \$2,700
- Winter Texan Advertising
 - ✓ Park Directors Luncheon - \$318
- Mexico Marketing
 - ✓ De Shopping - \$500
- Texas Domestic:
 - ✓ Ongoing billboard advertising on I-2 / Expressway 83 (both directions) - \$2,300

Total: \$12,064

VISITATION Registrations

Visitors	In-State/Out of State
October	10/17

Business Visitor Events Center & Meetings	Attendance
17 events/meetings	460
Early Voting	7,956

Our Winter Texan Coffee Bar is open for the season. We have enjoyed the initial visitors venturing into the Visitor center.

While the following items are not destination marketing related, I will add some additional Chamber information.

- We have three ribbon-cuttings in the next two weeks. Plus, the popular speed-networking.
- High school seniors will be placed with local businesses for a 2-day job shadowing later this month. Two City departments are participating.
- During a planning retreat, the Chamber Board recently refined the organization's mission statement: Together with our partners, we provide leadership to advance a prosperous economy that enhances quality of life in our community.
- For the first time ever, the Christmas parade will provide electronic registration. The event is schedule for December 8.



THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO

Whether you are launching, expanding or relocation a business, it makes sense to choose Weslaco – it is the Business Center of the Rio Grande Valley!

November 13, 2018

Alfresco Weslaco

Alfresco Music & Arts festival was held on November 15th. There were 75 vendors; food, art and crafts. WISD had a stage and well as the main stage were the community was entertained by Tony Perez music. South Texas College demonstrating “live art” where the college student is doing Weslaco art and then inviting the public to participate.

Reception for the Texas A&M University at Kingsville President

Dr. Steven Tallant is retiring from the University and Weslaco held a reception for him inviting the Mayor, the Hidalgo County Precinct 1 Commissioner Fuentes, Rep. Armando “Mando” Martinez, Sen. Eddie Lucio, Jr., and the Alumni president, Oscar Riojas gave a speech and recognize his accomplishments. The Mayor gave a gift, a blue guayaberas shirt, to Dr. Tallant to wear in Minnesota upon his retirement. The event was emceed by Diana Aguilar and Board President Joe Olivarez spoke about Dr. Tallant and what he has done for the RGV.

Weslaco’s Real Estate Tour

Staff is providing a tour of available retail and commercial properties. After breakfast, 20 individuals will go on a tour where local commercial realtors are involved highlighting properties.

Attended the Annual European American Investment Conference

The EDC staff participated in the event in Ft. Wayne, Indiana about Foreign Direct Investment in the U.S. There were 7 site consultants contacts participated in the conference.

Attended the FABTECH Tradeshow in Atlanta, Georgia

Staff participated in the Texas Marketing Team booth and was able to develop 50-60 leads from the event. Staff believes 5 good leads for Weslaco that we are following up aggressively.

Summary of Leads List

Staff is working a total of 55 leads.

275 S. Kansas, Suite #A • Weslaco, Texas • 78596

(956) 969-0838 • (956) 969-8611 Fax

www.weslacoedc.com