A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, APRIL 2, 2019

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, April 2, 2019 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. 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.

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 Minutes of the Regular Meeting on March 19, 2019.
(Staffed by City Secretary's Office.) Attachment.

B. Approval on second and final reading of the following:

1) Approval on Ordinance 2019-08 to rezone 609 Hidalgo St., also being Lot 14-15, BLK 7. Weslaco Original Townsite, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. (First reading held March 19, 2019; staffed by Planning and Code Enforcement Department.) Attachment

2) Approval of Ordinance 2019-09 to rezone 1321 S. International Blvd. Also being a 1.42 acre tract of Farm Tract 1020 West and Adams Tract Subdivision, proposed Lot 1, BLK 1. Mira Vista, 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 held on March 19, 2019; staffed by Planning and Code Enforcement Department.) Attachment

3) Approval of Ordinance 2019-10 to rezone 3602 Camino Real Viejo also being a 5.00 Acre Tract Of Land Out Of Farm Tract 1020 Out Of Lot 12 BLK 113 West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. (First reading of Ordinance held March 19, 2019; staffed by Planning and Code Enforcement Department.) Attachment

4) Approval of Ordinance 2019-11 to rezone 1704 N. International Blvd. Also being Lot A, Block F. Pecan Grove 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 held March 19, 2019; staffed by Planning and Code Enforcement Department.) Attachment

5) Approval of Ordinance 2019-12 for the voluntary annexation of the Avanti At Sienna Palms Legacy - being a 7.9 acres out of the Juan Jose Ynojosa De Balli Survey, Abstract No. 54, being a portion of Farm Tract Subdivision out of Llano Grande Grant, Weslaco, Hidalgo County, Texas located on the east side of mile 6 ½ west ¼ mile south of mile 10 north and authorize the Mayor to execute any related documents. (First reading of Ordinance held March 19, 2019; staffed by Planning and Code Enforcement Department). Attachment

C. Approval on Resolution 2019-38 to submit grant application to Wal-Mart's Community Grant for Police Department and authorize the Mayor to sign and execute any related documents. (Staffed by Police Department.) Attachment

D. Ratification of the agreement between Behavioral Health Solution of South Texas (BHSST) and City of Weslaco Police Department for the purpose of establishing the Community Coalition Partnership (CCP) and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

E. Approval of application to the South Texas Literacy Coalition free book distribution program and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)

Attachment

F. Approval to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Clifford Robert Gardner Jr. for Hangar W12 and to approve a Mid Valley Airport Ground Lease Agreement with Tenant Therin Frank Sojak for Hangar W12 and authorize the Mayor to execute any related documents. (Staffed by Airport Department.) Attachment

G. Approval on renewal of a Professional Services Agreement for City Prosecutor with the Law Office of Justino "J.R." Garza and authorize the Mayor to execute any related documents. (Staffed by the City Manager's Office.) Attachment

H. Approval on renewal of a Professional Services Agreement for Municipal Court Judge Samuel V. Sanchez in the amount of $45,000.00 beginning June 2019 through June 2021 and authorize the Mayor to execute any related documents. (Staffed by the City Manager's Office.) Attachment

IV. APPOINTMENTS

A. Discussion and consideration on Resolution 2019-39 appointing a member to an expired term on the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.) Attachment

B. Discussion and consideration on Resolution 2019-40 amending Resolution 2019-05 Section 1 of the Weslaco 2020 Complete Count Census Committee by appointing the Clean Sweep staff as members comprised from the following departments Police (1), Fire (1), Parks (1), Public Works (1), Human Resources (1), City Secretary (1) and Planning and Code Enforcement (2) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

C. Discussion and consideration on Resolution 2019-08, 2019-09 and 2019-10 appointing members to the Weslaco 2020 Complete Count Census Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment

V. OLD BUSINESS

A. Discussion and consideration after public hearing on behalf of Della Fay Perez, to approve Ordinance 2019-07 to rezone 903 S Border Ave. also being a 0.70 acre tract of land being the north 185.00 feet of the south 360 feet of Lot 4, H.L. Stebbins Subdivision of the NW 10.00 ac of Farm Tract 672, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-07. Possible action. (This item was tabled on March 19, 2019; staffed by Planning and Code Enforcement Department.) Attachment

B. Discussion and consideration on Memorandum of Understanding between City of Weslaco Fire Department and Med-Care Ambulance on pilot program for emergency responses and authorize the Mayor to execute any related documents. Possible action. (There was no action on March 19, 2019; staffed by Fire Department) Attachment

VI. NEW BUSINESS

A. Discussion and consideration on Memorandum of understanding by and between City of Weslaco and Research, Applied Technology, Education, and Service (RATES) for representative appointment to Regional Drainage Task Force (MOU #R-RGV-TF-2019-0007) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering) Attachment

B. Discussion and consideration to assign a district on the voluntary annexation of territory located on Mile 6 1/2 West (Midway Villas development) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Office of the City Secretary.) Attachment

C. Discussion and consideration on Election Services Contract with the Hidalgo County Elections Department to conduct the City of Weslaco Special Election of May 4, 2019 pursuant to Texas Election Code Chapter 271, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Office of the City Secretary.) Attachment

D. Discussion and consideration of request from The Fajita Cook-off, Inc. to use Mayor Pablo Pena Park on October 19, 2019 for a festival with applicant paying for all costs and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

E. Discussion and consideration to approve the final payment to Siemens Industry on the Performance Contracting Agreement in the amount of $372,343.85 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment

F. Discussion and consideration on adoption of plan to address drainage issues outlined in the Drainage Master Plan as recommended by the drainage ad hoc committee 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.

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 or fact, exemplary damages.

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

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

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

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

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

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

B. Personnel - Discussion regarding goals, objections and evaluation of the Fire Chief, Antonio Lopez, as authorized by §551.074 of the Texas Government Code.

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

D. Legal Consultation - Consultation with City Attorney regarding City of Weslaco v. Briones Consulting and Engineering as authorized by §551.071 of the Texas Government Code.

E. 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.

F. Real Property – Consultation with City Attorney on the purchase, exchange, lease or value of real property located on the Northeast and Southwest corner of Interstate 2 and North Airport Drive intersection as authorized by §551.072 of the Texas Local Government Code.

G. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at 901 N. Airport Drive as authorized by §551.072 of the Texas Local Government Code.

H. Real Property – Consultation with City Attorney on the purchase of real property located at the corner of Witmer Street and South Bridge Avenue 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 29th day of March, 2019 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/ Myra Ayala, 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: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2319

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:

Staff Recommendation:

A. Mayor will Call to Order and certify Public Notice.
B. Father Francisco J. Solis, St. Joan of Arc Catholic 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 2018 election

Responsibilities upon Approval:

City of Weslaco

"The City on the Grow"

David Suarez, Mayor
Greg Kerr, Mayor Pro-Tem, District 2
Leo Muñoz, Commissioner, District 1
Jose "J.P." Rodriguez, Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
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: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2324

From:

Subject:
Approval of the Minutes of the Regular Meeting on March 19, 2019. (Staffed by City Secretary's Office.) Attachment.

Background:
Record of commission action of the regular meeting on March 19, 2019.

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
Aida Vega	Approved
Mike Perez	New

City Manager Comments:
Approve.

Staff Recommendation:
Approve.

Attachments, if any:
19-03-19 minutes

Responsibilities upon Approval:
Execute and retain.

MINUTES OF A REGULAR MEETING OF THE WESLACO CITY COMMISSION TUESDAY, MARCH 19, 2019

On Tuesday, March 19, 2019, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

Mayor	David Suarez
Mayor Pro-Tem	Greg Kerr
Commissioner	Gerardo "Jerry" Tafolla
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Secretary	Myra L. Ayala Garza
City Attorney	Juan E. Gonzalez

Also present: Andrew Munoz, Airport Director/Interim Asst. City Manager, Vidal Roman, Finance Director, Sonia Flores, Asst. Finance Director; Omar Rodriguez, Parks and Recreation Director, Leo Gonzalez, Information Technology Director; Joe Pedraza, Ben Worsham City Engineer/Planning and Code Enforcement Director; Robert Lopez, Asst. Police Chief; Veronica Ramirez, HR Director Pete Garcia, Public Works Director; Arnold Becho, Library Director; other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, March 15, 2019.

B. Invocation.

Pastor Steven Wagenknecht, Abiding Savior Lutheran Church, led the invocation.

C. Pledge of Allegiance.

Mayor led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None.

E. Roll Call.

Myra L. Ayala Garza, City Secretary, called the roll, noting the absence of Mayor Pro Tem Greg Kerr and a quorum present.

Mayor Suarez called on a moment of silence on the recent passing of Carlos Guerra, a pioneer of the Weslaco community.

II. PUBLIC COMMENTS

Jose Lopez, 516 W. Pike Blvd. stated his home was effected by the recent floods; renovating on his own and was advised he could not do the plumbing he needed to have a licensed plumber; requested they give him consideration on this matter as he did not have flood insurance and did not qualify for FEMA assistance. He and his family have been displaced since June.

Veronica Montemayor, extended an invitation to the Mayor and Commission on the upcoming event of Onion Festival on March 23, 2019.

Edward Mejia voiced concerns on speeding occurrences along Bridge and Los Torritos Street; lack of police presence and requesting speed humps.

III. PUBLIC HEARING

Commissioner Tafolla, seconded by Commissioner Lopez, moved to open the public hearing at 5:47 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Della Fay Perez requesting to rezone 903 S. Border Ave., Also being a 0.70 acre tract of land being the North 185.00 feet of the South 360 feet of Lot 4, H.L. Stebbins Subdivision of the NW 10.00 ac of Farm Tract 672, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District.

Gail Weigel Ortiz and Sharon Green voiced objection to the rezone at 903 S. Border citing use does not conform to the approved 2040 Land Use Plan, safety and security, parking, decrease of property values, no impact to community in revenues and integrity of the neighborhood be kept. Gail Weigel Ortiz presented a petition with twenty signatures of residents in the area objecting to the rezone.

Patty Lerma and Norma Longoria, on behalf of Della Fay Perez applicant, stated the purpose was to provide safety and security to women and children in need; will hire outside security and work with Weslaco Police Department; upgrade alarm system to include surveillance; no proposed parking as vehicles would be housed off-site; will comply with all federal and state laws regarding shelters They asked for favorable consideration.

B. To solicit input on behalf of Antonio Martinez III requesting to rezone 609 Hidalgo St., Also being Lot 14-15, BLK 7. Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district.

Applicant Antonio Martinez III requested favorable consideration to the use stating his intent was to make available to family and the community an alternative for housing in this area noting the proximity of South Texas Community College would be appealing to individuals attending.

C. To solicit input on behalf of Red Rock Real Estate Development Group, LTD requesting to rezone 1321 S. International Blvd. Also being a 1.42 acre tract of Farm Tract 1020 West and Adams Tract Subdivision, proposed Lot 1, BLK 1. Mira Vista, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway business district.

Representing the applicant for item C and D requested favorable consideration.

D. To solicit input on behalf of Red Rock Real Estate Development Group, LTD. requesting to rezone 3602 Camino Real Viejo. Also being a 5.00 Acre Tract Of Land Out Of Farm Tract 1020 Out Of Lot 12 BLK 113 West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district.

See item C.

E. To solicit input on behalf of Alejandro Pena requesting to rezone 1704 N. International Blvd. Also being Lot A, BLK F. Pecan Grove Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway business district

No comments received.

F. To solicit input on behalf of Antonio Duran requesting a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit at 2901 W. Bus 83, also being the W 1.77 acres- an IRR Tract S88 Farm Tract 626 being 1.77 ac Net, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

No comments received.

G. To solicit input on behalf of Magar Investment LLC requesting a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit and Beverage Cartage Permit at 2708 N. Texas Blvd., also being the S150'-N711'-E220'-W250' FT 107 0.76AC NET, West Tract Subdivision, Weslaco, Hidalgo County, Texas, approximately the Northeast corner of Texas Blvd and Sugarcane Dr.

No comments received.

Commissioner Tafolla, seconded by Commissioner Lopez, moved to close the public hearing at 6:11 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

IV. CONSENT AGENDA

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

A. Approval of the following:

1) Minutes of the Special Meeting on February 13, 2019; and

2) Minutes of the Regular Meeting on March 5, 2019 (Staffed by City Secretary's Office.)

B. Approval on renewal of License Agreement for Annual "Movies at the Park" at Mayor Pablo G. Peña City Park located at 300 N. Airport Drive for the 2019 season and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation.)

C. Approval to authorize staff to proceed with purchase of Bulletproof vests for Weslaco Police Department sworn personnel in the amount not to exceed $47,600.00 (Qty 68 BVP's) and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

Commissioner Tafolla, seconded by Commissioner Lopez, moved to approve consent agenda items A, B and C as presented. The motion carried unanimously; Mayor Suarez was present and voting.

V. OLD BUSINESS

A. Discussion and consideration to authorize staff to solicit bids for drainage improvements for Merida and Austin Streets and authorize the Mayor to execute any related documents. Possible action. (This item was tabled on March 5, 2019; staffed by Engineering Department.)

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

Mike Perez, City Manager, stated meetings with Hidalgo County Drainage District has agreed to do the labor for drainage improvements with the City purchasing necessary material; pre-construction will be April with completion early June; will incorporate changes recommend. The City Manager recommended approval requesting the Mayor be authorized to execute a Memorandum of Understanding and/or any other related documents with Hidalgo County Drainage District outlining terms and conditions.

Commissioner Tafolla, seconded by Commissioner Lopez moved to approve and solicit bids for drainage improvements to Merida and Austin Streets and authorize the Mayor to execute a Memorandum of Understanding and/or any other related documents with Hidalgo County Irrigation District outlining terms and conditions. The motion carried unanimously Mayor Suarez was present and voting

VI. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Della Fay Perez, to approve Ordinance 2019-07 to rezone 903 S Border Ave. also being a 0.70 acre tract of land being the north 185.00 feet of the south 360 feet of Lot 4, H.L. Stebbins Subdivision of the NW 10.00 ac of Farm Tract 672, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor

to execute any related documents. First reading of Ordinance 2019-07. Possible action. (Staffed by Planning and Code Enforcement Department.)

Commissioner Tafolla, seconded by Commissioner Rodriguez moved to approve.

Rebekah de la Fuente, Senior Planner, stated twenty (20) property owners were notified; facility inspection done; received two petitions against with two property owners within the 200 foot radius on petition. The Planning and Zoning Commission recommended approval and staff recommended denial based on compliance to the 2040 Land Use Map identified as residential use.

In response to Commissioner Rodriguez, Chief Rivera stated no residence assessment report of site has been requested. In response to Commissioner Pedraza, the proposed use of sheltering victims in his experience with the County, calls for response has been limited as this type of establishments are well protected and can provide data if needed. In response to Commissioner Muñoz the proposed use is permitted in an R-2 zone as classification is considered boarding house and one located at the Methodist Church.

Commissioner Tafolla withdrew his original motion.

Commissioner Tafolla, seconded by Commissioner Lopez, moved to table the item. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Antonio Martinez III to approve Ordinance 2019-08 to rezone 609 Hidalgo St., also being Lot 14-15, BLK 7. Weslaco Original Townsite, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-08. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated three-four property owners were notified and no objection received. The Planning and Zoning Commission recommended approval as surrounding area has similar use and proximity of South Texas Community College; planning staff recommends denial and compliance with the 2040 Use Map and the City Manager recommended approval.

Commissioner Muñoz seconded by Commissioner Lopez moved to approve Ordinance 2019-08 to rezone 609 Hidalgo St. The motion carried unanimously Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Red Rock Real Estate Development Group, LTD to approve Ordinance 2019-09 to rezone 1321 S. International Blvd. Also being a 1.42 acre tract of Farm Tract 1020 West and Adams Tract Subdivision, proposed Lot 1, BLK 1. Mira Vista, 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 2019-09. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated three property owners were notified and no objection received. The Planning and Zoning Commission and staff recommended approval stating property is located on a future commercial corridor.

Commissioner Tafolla, seconded by Commissioner Lopez, moved to approve Ordinance 2019-09 to rezone 1321 S. International Blvd as presented. The motion carried unanimously Mayor Suarez was present and voting.

D. Discussion and consideration after public hearing on behalf of Red Rock Real Estate Development Group, LTD, to approve Ordinance 2019-10 to rezone 3602 Camino Real Viejo also being a 5.00 Acre Tract Of Land Out Of Farm Tract 1020 Out Of Lot 12 BLK 113 West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-10. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated eight property owners were notified and no objection received. The Planning and Zoning Commission and staff recommended approval as the rezone is contiguous to property located south.

Commissioner Tafolla, seconded by Commissioner Lopez, moved to approve Ordinance 2019-10 to rezone 3602 Camino Real Viejo as presented. The motion carried unanimously Mayor Suarez was present and voting

E. Discussion and consideration after public hearing on behalf of Alejandro Pena, to approve Ordinance 2019-11 to rezone 1704 N. International Blvd. Also being Lot A, BLK F. Pecan Grove 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 2019-11. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated twenty-three property owners were notified and no objection received. The Planning and Zoning Commission and staff recommended approval stating property is located in an area identified as a future commercial corridor.

Commissioner Muñoz seconded by Commissioner Lopez moved to approve Ordinance 2019-11 to rezone 1704 N. International Blvd as presented. The motion carried unanimously Mayor Suarez was present and voting.

F. Discussion and consideration after public hearing on behalf of Antonio Duran to approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit at 2901 W. Bus 83, also being the W 1.77 acres- an IRR Tract S88 Farm Tract 626 being 1.77 ac Net, West Tract Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated nine property owners were notified and no objection received and is an existing use with change of ownership. The Planning and Zoning Commission and staff recommended approval with condition that one security guard be on duty from 10:00pm until closing.

Commissioner Muñoz, seconded by Commissioner Lopez moved to approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit at 2901 W. Bus 83 approval with condition that one security guard be on duty from 10:00pm until closing on February 6, 2019 as presented. The motion carried unanimously Mayor Suarez was present and voting.

G. Discussion and consideration after public hearing on behalf of Magar Investment LLC to approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit and Beverage Cartage Permit at 2708 N. Texas Blvd., also being the S150'-N711'-E220'-W250' FT 107 0.76AC NET, West Tract Subdivision, Weslaco, Hidalgo County, Texas, approximately the Northeast corner of Texas Blvd and Sugarcane Dr. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

Rebekah de la Fuente stated twenty property owners were notified and no objection received. The Planning and Zoning Commission and staff recommended approval with condition that two security guards be on duty during late hours.

Commissioner Lopez, seconded by Commissioner Muñoz moved to approve Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit and Beverage Cartage Permit at 2708 N. Texas Blvd with condition two security guards on duty during late hours. The motion carried unanimously Mayor Suarez was present and voting.

H. Discussion and consideration to approve the Final Plat for Avanti At Sienna Palms Legacy - being a 6.5 acres out of the Juan Jose Ynojosa De Balli Survey, Abstract No. 54, being a portion of Farm Tract Subdivision out of Llano Grande Grant, Weslaco, Hidalgo County, Texas located on the East Side of Mile 6 ½ W. ¼ Mile South of Mile 10 N. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated this is a proposed one lot development; outside city limits; serviced with water by North Alamo Water Supply Company through an 8" waterline and sewer through a 6" sewer line by the City; proposed development is apartments for eldery. The Planning and Zoning Commission and staff recommended approval.

Commissioner Tafolla, seconded by Commissioner Lopez moved to approve Final Plat for Avanti At Sienna Palms Legacy - being 6.5 acres out of the Juan Jose Ynojosa De Balli Survey, Abstract No. 54, being a portion of Farm Tract Subdivision out of Llano Grande Grant, Weslaco, Hidalgo County, Texas located on the East Side of Mile 6 ½ W. ¼ Mile South of Mile 10 N. The motion carried unanimously Mayor Suarez was present and voting.

I. Discussion and consideration to approve Ordinance 2019-12 for the voluntary annexation of the Avanti At Sienna Palms Legacy - being a 7.9 acres out of the Juan Jose Ynojosa De Balli Survey, Abstract No. 54, being a portion of Farm Tract Subdivision out of Llano Grande Grant, Weslaco, Hidalgo County, Texas located on the East Side of Mile 6 ½ W. ¼ mile south of

Mile 10 N. First Reading of Ordinance 2019-12. Possible action. (Staffed by Planning and Code Enforcement Department).

Rebekah de la Fuente stated the voluntary annexation is related to the rezone request to previously acted on. The Planning and Zoning Commission and staff recommended approval.

Commissioner Tafolla, seconded by Commissioner Lopez moved to approve Ordinance 2019-12 for the voluntary annexation of the Avanti At Sienna Palms Legacy - The motion carried unanimously Mayor Suarez was present and voting.

J. Discussion and consideration on request from Weslaco Centennial Committee for use of Old Chamber Offices for Weslaco 100 events and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

The City Manager recommended approval stating the committee will be using the offices for the remaining three months (90 days) as a meeting place for activities related to the Centennial Celebration.

Commissioner Lopez second by Commissioner Muñoz moved to approve request from Weslaco Centennial Committee for use of Old Chamber Offices for Weslaco 100 events. The motion carried unanimously Mayor Suarez was present and voting.

K. Discussion and consideration to accept the most advantageous bidder, SmartCom Telephone, as the vendor for internet access services submitted in response to the Library's Request for Proposal within the E-Rate Year 22 cycle (Fiscal Year 2019-2020) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.)

Arnold Becho, Library Director, recommended approval and accept SmartCom as the most advantageous bidder, SmartCom Telephone, as the vendor for internet access services submitted in response to the Library's Request for Proposal within the E-Rate Year 22 cycle (Fiscal Year 2019-2020

Commissioner Rodriguez, second by Commissioner Lopez moved to approve SmartCom Telephone, as the vendor for internet access services within the E-Rate Year 22 cycle (Fiscal Year 2019-2020).; the motion carried unanimously Mayor Suarez was present and voting.

L. Discussion and consideration to reject the bid in response to the Library Basic Network Maintenance and Equipment Services Request For Proposals and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library Department.)

Arnold Becho, Library Director, recommended to reject the bid as there was a short-fall for E-Rate funding this year for the equipment needed and they can re-apply next year for funding.

Commissioner Tafolla seconded by Commissioner Pedraza moved to approve and reject the bid in response to the Library Basic Network Maintenance and Equipment Services request for proposals. The motion carried unanimously Mayor Suarez was present and voting.

M. Discussion and consideration to authorize purchase of a JD 8295R Tractor and a Scraper (Option 1 or Option 2) from Deere & Company, Buyboard Vendor Contract No. 529-17,

in the amount not to exceed $425,967.64 and authorize the Mayor to execute all related documents. Possible action. (Staffed by Public Works Department.)

Olga Garza, Assistant Public Works Director, recommended approval stating the equipment will allow staff to proceed with drainage improvements that can be done by staff to include regional detention facility as presented by Halff Associates drainage analysis. The City Manager recommended approval with Option 2.

In response to Commissioner Tafolla and Mayor Suarez, staffed replied Option 1 has a carry all scraper with a 15 cubic yard capacity and Option 2 is an ejector scraper with 20 cubic yard and has an I-grade system; staff will operate and will be done by the vendor and equipment can be kept or sold adding other departments with projects would also benefit from the equipment.

Commissioner Tafolla, seconded by Commissioner Lopez, moved to approve purchase of a JD 8295R Tractor and a Scraper with Option 2 from Deere & Company, Buyboard Vendor Contract No. 529-17, in the amount not to exceed $425,967.64 as presented. The motion carried unanimously Mayor Suarez was present and voting.

N. Discussion and consideration on Memorandum of Understanding between City of Weslaco Fire Department and Med-Care Ambulance on pilot program for emergency responses and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department)

Commissioner Rodriguez, seconded by Commissioner Muñoz moved to discuss.

The City Manager stated concerns were expressed by the fire union during negotiation on increase in calls for ambulances services and need for coverage; recommended a six (6) month period contracting with Med-Care as a pilot program for response when circumstances presented where no Weslaco ambulance is available in the community.

Chief Lopez went over the tiers of level. In response to Mayor Suarez, the City Manager stated since he was proposing a pilot program no proposals were requested and he reached out to Med-Care if they would provide a service with no contract; allow time to collect data to determine if it is beneficial for the City and then request proposals, Med-Care will have their own liability coverage and billing done by them for any calls responded too. Mayor Suarez asked if this was considered Professional Services and is solicitation of proposals necessary. City Attorney recommended to table and allow him to offer an opinion.

Mayor Suarez stated no action would be taken to allow the City Attorney to evaluate if solicitation for proposals is necessary.

O. Discussion on presentation of material for distribution to the public as related to the upcoming May 4, 2019 Bond Election. Possible action. (Staffed by City Manager.)

The City Manager presented for review and comments the proposed material for distribution for the upcoming bond election for drainage improvements noting it has also been sent to Bond Counsel for review.

Comments received from the Commission were changes on font too small; color of content to light; major streets shown font needs to be larger, illustrate park name and to read bond election not bond program

.

Commissioner Rodriguez, seconded by Commissioner Lopez moved to approve with changes on font, color, major streets shown, illustrate park name and to read bond election not bond program as discussed. The motion carried unanimously Mayor Suarez was present and voting.

VII. REPORTS

A. Report by Weslaco Police Department

None.

VIII. EXECUTIVE SESSION

At 6:54 p.m. Commissioner Tafolla, seconded by Commissioner Muñoz moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:17 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Personnel - Evaluation and interview of Municipal Judges and possible selection of Municipal Judges for the City of Weslaco as authorized by §551.074 of the Texas Government Code

No action.

C. Personnel - Discussion regarding goals, objections and evaluation of the Chief of Police, Joel Rivera, as authorized by §551.074 of the Texas Government Code.

No action

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

No action.

E. Legal Consultation - Consultation with City Attorney regarding City of Weslaco v. Briones Consulting and Engineering as authorized by §551.071 of the Texas Government Code.

No action.

F. Economic Development – Consultation with City Attorney regarding Economic Development incentive program related to Project Motorcycle as authorized by §551.087 of the Texas Government Code.

Commissioner Tafolla, seconded by Commissioner Muñoz moved to approve an incentive agreement as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

G. Real Property - Consultation with City Attorney on the purchase of real property legally described as Farm Tract 743, West Adams Addition located on South Texas Blvd South of 18th Street as authorized by §551.072 of the Texas Local Government Code

Commissioner Tafolla, seconded by Commissioner Rodriguez moved to authorize the Mayor execute related documents on the purchase of real property legally described as Farm Tract 743, West Adams Addition located on South Texas Blvd South of 18th Street as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

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

Commissioner Pedraza, seconded by Commissioner Lopez moved to approve an incentive agreement as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

X. ADJOURNMENT

Commissioner Pedraza, seconded by Commissioner Lopez moved to adjourn the meeting at 8:11 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

_____
MAYOR, David Suarez

ATTEST:

_____
Myra L. Ayala Garza, CITY SECRETARY

ABSENT
MAYOR PRO-TEM, Greg Kerr

_____
COMMISSIONER, Leo Muñoz

_____
COMMISSIONER, Jose "J.P." Rodriguez

_____

_____
COMMISSIONER, Gerardo “Jerry” Tafolla

_____
COMMISSIONER, Letty Lopez

_____
COMMISSIONER, Josh Pedraza

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2289

From:
Joe Pedraza

Subject:
Approval on Ordinance 2019-08 to rezone 609 Hidalgo St., also being Lot 14-15, BLK 7. Weslaco Original Townsite, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. (First reading held March 19, 2019; staffed by Planning and Code Enforcement Department.)

Background:
The applicant is requesting to rezone property from R-1 One-family dwelling district to R-2 Duplex and apartment district. Thirty-four (34) property owners within 200 feet of the applicant's property were notified by letter on February 22, 2019.

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 City Commission appeared in The Monitor on February 18, 2019

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
The Planning & Zoning Commission recommended approval of the rezone request on March 6, 2019.

Aida Vega	Created/Initiated
Joe Pedraza	Approved
Mike Perez	Final Approval

City Manager Comments:
Approved.

Staff Recommendation:
Staff recommends denial based on 2040 Land Use Map

Attachments, if any:
609 w hidalgo - attachments, 609 Hidalgo Street, O2019-08 rezone 609 Hidalgo 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. REZ19-0001D

RECEIVED
FEB 11 2019
Planning & Code Enforcement Dept.

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 14 - 15 Block 7

Subdivision Name WESLACO ORIGINAL TOWNSITE

Street Address 609 W Hidalgo St

Existing Zoning Residential Existing Land Use Vacant

Proposed Zoning Multiple Residential Proposed Land Use Lot 14 & 15

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

APPLICANT

Name Antonio Martinez III Phone (956) 503-0702

Address 609 W Hidalgo St Fax: N/A

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

OWNER

Name Graciela M Maldonado Phone (956)407-6680

Address 609 W Hidalgo St Fax: N/A

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

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

Signature _____ Date 1-10-19
Owner

Signature _____ Date 01/10/19
Applicant

Signature _____ Date _____
Authorized Agent

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

City of Weslaco
01/10/19
255 S Kansas Ave
Weslaco, Tx 78596

Planning and Zoning Commission,

My name is Antonio Martinez III, resident at 609 W Hidalgo St. Weslaco, Tx, 78596 (**Weslaco Original Townsite, Block 7, lots 14-15**). I am an applicant respectfully requesting rezoning on my property in hopes of building a duplex home for myself, Antonio Martinez III, and my brothers Gregory Maldonado, Ricardo O Diaz, Andrew R Maldonado, and mother Graciela M Maldonado. Our ancestors and us have owned the property at 609 W Hidalgo St for over 60 years together as a family. Recently the house became too weak and brittle, causing attraction from the City's departments. After being in agreement and cooperation with the City of Weslaco Planning department, we decided demolishing the old house was a route we should take. I Antonio Martinez III, attended the hearings in the Weslaco City Hall, agreed then purchased a Demolition Permit, hired a Demolition crew, and completed the task. Then, I hired surveyors to have the land surveyed to create an officially sealed Boundary and Plat Plan. The house was our inheritance from my Grandparents, Elisa and Oligario Maldonado. Our only wish is to continue to live in a home together as a family, except separate the household into a duplex due to us having separate careers, children of our own, and wanting more privacy as well. Furthermore, since our careers differ, we'd like to separate our bills. Lastly, time passes, and times change. As much as I remember sharing rooms with my brother as kids when my Grandparents were with us, we now thankfully, by the grace of God, each have steady enough jobs to accommodate ourselves to these standards instead of live crammed together as we did throughout our childhood being raised in low class family. Therefore, it is prayed said application be considered and granted. Thank you for your time.

Sincerely,

Antonio Martinez III
Ph# (956)503-0702
609 W Hidalgo St
Weslaco, Tx 78596

2018 TAX STATEMENT

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

Certified Owner:
MALDONADO GRACIELA MARIA
609 W HIDALGO ST
WESLACO, TX 78596-5969

Legal Description:
WESLACO ORIGINAL TOWNSITE BLK 7 LTS 14-15

Legal Acres: .1102

Account No: W2300-00-007-0014-00 **Appr. Dist. No.: 321602**

Parcel Address: 609 W HIDALGO

As of Date: 02/06/2019 **Print Date:** 02/06/2019

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qua V
Land	Improvement						
$16,080	$5,630	$21,710	$21,710	$0	$0	$0	

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
HIDALGO COUNTY	$21,710		$0.00	$21,710	0.5800000	$125.92
DRAINAGE DIST #1	$21,710		$0.00	$21,710	0.0951000	$20.65
CITY OF WESLACO	$21,710		$0.00	$21,710	0.6667000	$144.74
Amount saved bv additional sales tax revenue $39.49						
WESLACO ISD	$21,710		$0.00	$21,710	1.1597000	$251.77
SOUTH TEXAS ISD	$21,710		$0.00	$21,710	0.0492000	$10.68
SOUTH TEXAS COLLEGE	$21,710		$0.00	$21,710	0.1780000	$38.64

Total Tax: $592.40
Total Tax Paid to date: $592.40
Total Tax Remaining: $0.00

Exemptions:

AMOUNT DUE IF PAID BY:

02/28/2019 7%	04/01/2019 9%	04/30/2019 11%	05/31/2019 13%	07/01/2019 15%	07/31/2019 18 + up to 15%
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
09/02/2019 19 + up to 15%	**09/30/2019 20 + up to 15%**	**10/31/2019 21 + up to 15%**	**12/02/2019 22 + up to 15%**	**12/31/2019 23 + up to 15%**	**01/31/2020 24 + up to 15%**
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

School Information:
WESLACO ISD 2018 M&O 1.1397000 I&S .02000000 Total 1.1597000 2017 M&O 1.1397000 I&S .02000000 Total 1.1597000

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT. 4.1.68

Print Date: 02/06/2019

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

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

W2300000007001400

W2300-00-007-0014-00

MALDONADO GRACIELA MARIA
609 W HIDALGO ST
WESLACO, TX 78596-5969

AMOUNT PAID:
$_____.____

0000321602000000000

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

February 22, 2019

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 6, 2019 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 19, 2019 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONE REQUEST:

Antonio Martinez III is requesting to rezone 609 Hidalgo St. Also being Lot 14-15, BLK 7. Weslaco Original Townsite, Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district. The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

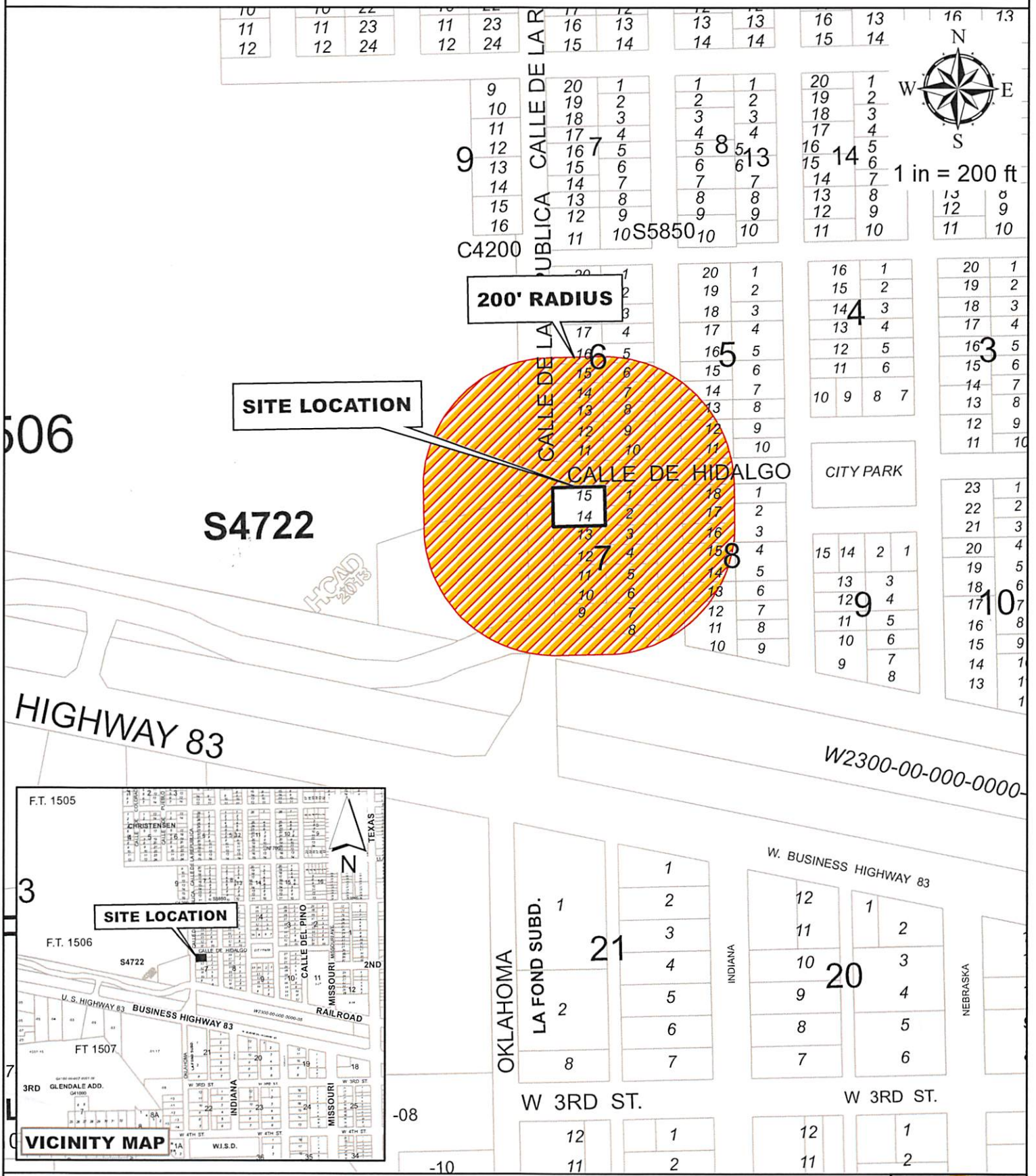
Sincerely,

Rebekah de la Fuente
Senior Planner

Planning & Code Enforcement

CITY OF WESLACO

Planning & Code Enforcement



Graciela M Maldonado
609 W Hidalgo St
Lot 14-15 & Block 7

Purpose for the rezone request

Existing zoning: R-1
Existing land use: Vacant
Prop zone: R-2

City of Weslaco Code Enforcement Dept.

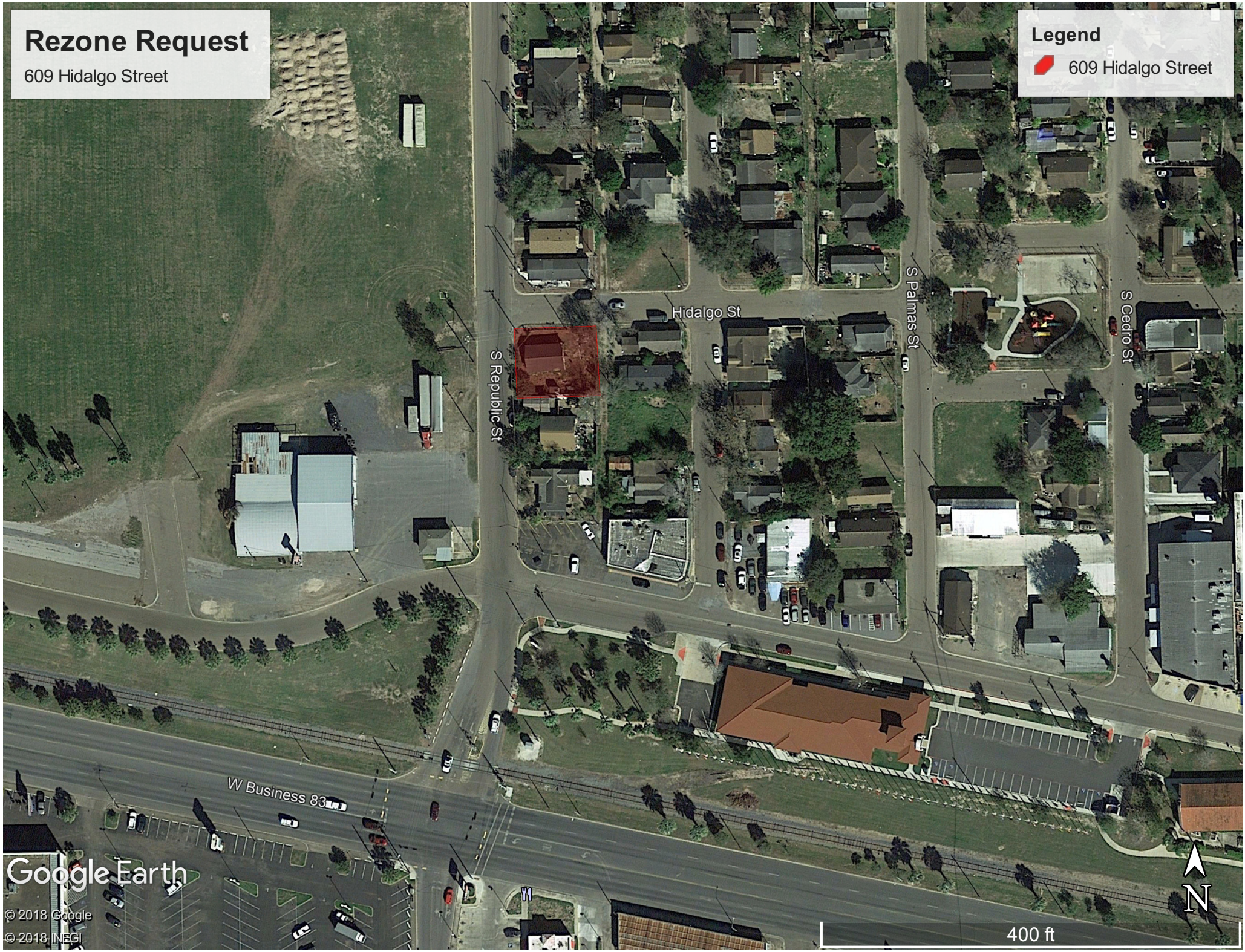
FEB 20, 2019

MURILLO JUAN 303 S 6TH ST DONNA TX 78537-3104	W2300-00-005-0011-00 WESLACO ORIGINAL TOWNSITE BLK 5 119 S LIBERTY	L: B:	16080 24460
VALDEZ ROBERTO & GRACIELA G 117 S LIBERTY ST WESLACO TX 78596-5921	W2300-00-005-0013-00 WESLACO ORIGINAL TOWNSITE BLK 5 117 S LIBERTY	L: B:	8040 14514
GUAJARDO EUGENIO & DESILO 2714 ALAMO ST WESLACO TX 78599-9426	W2300-00-005-0014-00 WESLACO ORIGINAL TOWNSITE BLK 5 113 S LIBERTY	L: B:	8040 5659
LOPEZ PABLO H 1015 W MILE 10 -34 N WESLACO TX 78596	W2300-00-005-0015-00 WESLACO ORIGINAL TOWNSITE BLK 5 0	L: B:	8040 4629
SALINAS ISABELLE 2005 PRIMROSE DR WESLACO TX 78596-5070	W2300-00-006-0005-00 WESLACO ORIGINAL TOWNSITE LTS 5- 108 S LIBERTY	L: B:	16080 12400
SALINAS ISABELLE REYMUNDO & DIONICIA GONZALEZ 717 E LLANO GRANDE ST WESLACO TX 78596	W2300-00-006-0006-00 WESLACO ORIGINAL TOWNSITE BLK 6 LT 6 0	L: B:	8040 1683
MURILLO DAVID & GLORIA 112 S LIBERTY ST WESLACO TX 78596-5922	W2300-00-006-0007-00 WESLACO ORIGINAL TOWNSITE BLK 6 112 S LIBERTY	L: B:	8040 21313
MURILLO DAVID & GLORIA 112 S LIBERTY ST WESLACO TX 78596-5922	W2300-00-006-0008-00 WESLACO ORIGINAL TOWNSITE BLK 6 112 S LIBERTY	L: B:	8040 0
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596-6158	W2300-00-006-0009-00 WESLACO ORIGINAL TOWNSITE BLK 6 118 S LIBERTY	L: B:	28800 0
SALDANA ANITA SAMUDIO 121 S REPUBLIC WESLACO TX 78596-5947	W2300-00-006-0011-00 WESLACO ORIGINAL TOWNSITE BLK 6 121	L: B:	8040 10690
LOPEZ MARIA NATIVIDAD 119 S REPUBLIC ST WESLACO TX 78596-5947	W2300-00-006-0012-00 WESLACO ORIGINAL TOWNSITE BLK 6 119 S REPUBLIC	L: B:	8040 11616
ORTIZ, BLASA F 117 S REPUBLIC ST WESLACO TX 78596-5947	W2300-00-006-0013-00 WESLACO ORIGINAL TOWNSITE BLK 6 117 S REPUBLIC	L: B:	8040 11175

LOPEZ, MARIA DEL CARMEN 115 S REPUBLIC ST WESLACO TX 78596-5947	W2300-00-006-0014-00 WESLACO ORIGINAL TOWNSITE BLK 6 115 S REPUBLIC	L: B:	8040 12283
MACIAS FRANCES ET AL 8045 POULSON ST CITRUS HEIGHTS CA 95610-4044	W2300-00-006-0015-00 WESLACO ORIGINAL TOWNSITE LOT 15 111 S REPUBLIC	L: B:	8040 0
GARZA JUAN JOSE 107 S REPUBLIC ST WESLACO TX 78596-5947	W2300-00-006-0016-00 WESLACO ORIGINAL TOWNSITE BLK 6 107 S REPUBLIC	L: B:	16080 55416
VASQUEZ, MAGDALENA 200 S LIBERTY ST WESLACO TX 78596-5924	W2300-00-007-0001-00 WESLACO ORIGINAL TOWNSITE BLK 7 200 S LIBERTY	L: B:	8040 9223
VASQUEZ MAGDALENA 200 S LIBERTY ST WESLACO TX 78596-5924	W2300-00-007-0002-00 WESLACO ORIGINAL TOWNSITE BLK 7 202 S LIBERTY	L: B:	8040 7351
MORIN JUANITA COOKSEY 1312 STATE HIGHWAY 495 ALAMO TX 78516-9321	W2300-00-007-0003-00 WESLACO ORIGINAL TOWNSITE LOT 3 204 S LIBERTY	L: B:	8040 6896
MORALES BEATRIZ R PO BOX 9080 MISSION TX 78572	W2300-00-007-0004-00 WESLACO ORIGINAL TOWNSITE BLK 7 206 S LIBERTY	L: B:	8040 0
MEZA ABIGAIL 210 S LIBERTY ST WESLACO TX 78596-5924	W2300-00-007-0005-00 WESLACO ORIGINAL TOWNSITE BLK 7 210 S LIBERTY	L: B:	16080 23715
IBARRA MARTIN 600 W RAILROAD ST WESLACO TX 78596-5944	W2300-00-007-0007-00 WESLACO ORIGINAL TOWNSITE BLK 7 0	L: B:	41280 82497
GARCIA IRMA 211 S REPUBLIC ST WESLACO TX 78596-5949	W2300-00-007-0010-00 WESLACO ORIGINAL TOWNSITE BLK 7 211 S REPUBLIC	L: B:	16080 10134
DIAZ JUAN & GUADALUPE E 209 S REPUBLIC ST WESLACO TX 78596-5949	W2300-00-007-0012-00 WESLACO ORIGINAL TOWNSITE BLK 7 0	L: B:	16080 12296
MALDONADO GRACIELA MARIA 609 W HIDALGO ST WESLACO TX 78596-5969	W2300-00-007-0014-00 WESLACO ORIGINAL TOWNSITE BLK 7 609 W HIDALGO	L: B:	16080 5630

FEB 20, 2019

GARCIA MARIA S 304 N CEDRO WESLACO TX 78596-5210	W2300-00-008-0001-00 WESLACO ORIGINAL TOWNSITE BLK 8 200 S PALMAS	L: 8040 B: 10109
AGUILAR, CONSUELO 202 S PALMAS ST WESLACO TX 78596-5932	W2300-00-008-0002-00 WESLACO ORIGINAL TOWNSITE BLK 8 202 S PALMAS	L: 16080 B: 33485
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596-6158	W2300-00-008-0004-00 WESLACO ORIGINAL TOWNSITE BLK 8 206 S PALMAS	L: 28800 B: 0
MOROLES JOSE A & MARIA E LIVING 201 N SALINAS BLVD DONNA TX 78537-2927	W2300-00-008-0010-00 WESLACO ORIGINAL TOWNSITE BLK 8 502 W RAILROAD ST	L: 43200 B: 48658
CARDENAS, HERNANDO & MARIA 211 S LIBERTY ST WESLACO TX 78596-5923	W2300-00-008-0013-00 WESLACO ORIGINAL TOWNSITE BLK 8 211 S LIBERTY	L: 8040 B: 10105
HUERTA PABLO 1100 E JASMINE MCALLEN TX 78501-4393	W2300-00-008-0014-00 WESLACO ORIGINAL TOWNSITE BLK 8 207 S LIBERTY	L: 8040 B: 7621
MEDINA, LUCIANA 205 S LIBERTY ST WESLACO TX 78596-5923	W2300-00-008-0016-00 WESLACO ORIGINAL TOWNSITE BLK 8 205 S LIBERTY	L: 8040 B: 11546
ALMAGUER NORA ALICIA 201 S LIBERTY ST WESLACO TX 78596-5923	W2300-00-008-0017-00 WESLACO ORIGINAL TOWNSITE BLK 8 201 S LIBERTY	L: 16080 B: 16930
SANTOS JESUS & MARIA LUISA 800 W CHAPARRAL ST SAN JUAN TX 78589-2210	W3800-00-000-1506-01 WEST TRACT FT 1506 LTS 1-6 700 W RAILROAD ST	L: 243060 B: 69167
SOUTH TEXAS COLLEGE 3201 PECAN BLVD MCALLEN TX 78501-6661	S4722-00-000-0001-00 SOUTH TEXAS COLLEGE MID VALLEY L 0	L: 3371801 B: 13802797


Rezone Request
609 Hidalgo Street
Legend
609 Hidalgo Street
Hidalgo St
S Palmas St
S Cedro St
S Republic St
W Business 83
Google Earth
© 2018 Google
© 2018 INEGI
N
400 ft

ORDINANCE NO. 2019-08

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 609 HIDALGO ST ALSO LOTS 14-15, BLK 7. WESLACO ORIGINAL TOWNSITE, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT

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

SECTION I: R-1 One-Family Dwelling District to R-2 Duplex and apartment district being 609 Hidalgo St also being lots Lots 14-15, BLK 7. Weslaco Original Townsite, 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 19th day of March 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of April 2019.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Myra L. Ayala Garza, **CITY SECRETARY**

APPROVED AS TO FORM:

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

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2290

From:
Joe Pedraza

Subject:
Approval of Ordinance 2019-09 to rezone 1321 S. International Blvd. Also being a 1.42 acre tract of Farm Tract 1020 West and Adams Tract Subdivision, proposed Lot 1, BLK 1. Mira Vista, 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 held on March 19, 2019; 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. Three (3) property owners within 200 feet of the applicant's property were notified by letter on February 22, 2019.

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 City Commission appeared in The Monitor on February 18, 2019.

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
The Planning & Zoning Commission recommended approval of the rezone request on March 6, 2019.

Aida Vega	Created/Initiated
Joe Pedraza	Approved
Mike Perez	Final Approval

City Manager Comments:
Approved.

Staff Recommendation:
Staff recommends approval

Attachments, if any:
1321 S International - ATTACHMENTS, 1321 S International, O2019-09 rezone 1321 International Blvd

Responsibilities upon Approval:
Staff will notify applicant.

RECEIVED
FEB 07 2019
Per

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. REZ19-00008

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot A 1.42 acre tract of land out of Farm Tract 1020 Block _____

Subdivision Name West and Adams Tract Subdivision

Street Address _____

Existing Zoning R-1 Existing Land Use _____

Proposed Zoning B-2 Proposed Land Use _____

_____ $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 Red Rock Real Estate Development Group, LTD. Phone (956) 800-1333

Address 2912 S. Jackson Rd. Fax: _____

City McAllen State TX Zip Code 78503 E-Mail: riocantu@yahoo.com

OWNER

Name Esponjas Development, LTD Phone (956) 800-1333

Address 2912 S. Jackson Rd. Fax: _____

City McAllen State TX Zip Code 78503 E-Mail: cruzcantuiii@aol.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 _____ Date 2/6/19
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid_____

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

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

City Commission Notice of Public Hearing Published — Date _____

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

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

Ordinance No._____

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

Affidavit

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

I, Cruz Cantu, III, Member, Esponjas Development, Ltd., owner of a 19.85 acre tract of land being all of Farm Tract 1020 and 9.72 acres out of Lots 11 and 12, Block 113, West and Adams Tract Subdivision, Hidalgo County, Texas, hereby authorize Red Rock Real Estate Development Group, Ltd. to submit a subdivision application and change of zone application for approval.

Owner: Esponjas Development, Ltd.
Cruz Cantu, III, Member

State of Texas
County of Hidalgo

Before me, the undersigned authority, a notary public in and for the State of Texas, County of Hidalgo, on this day personally appeared Cruz Cantu, III, Member, Esponjas Development, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the 6th day of February, 2019.

NOTARY PUBLIC STATE OF TEXAS
GLORIA RAMIREZ
Notary Public, State of Texas
ID# 13102716-4
My Commission Expires
03-02-2021

Notary Public in and for the State of Texas, County of Hidalgo

2018 TAX STATEMENT

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

Certified Owner:
ESPONJAS DEVELOPMENT LTD
2912 S JACKSON RD
MCALLEN, TX 78503-1870

Legal Description:
ADAMS TRACT - AN IRR TR
E1098.70-W1366.70 FT 1020 4.62AC OUT OF
THE SE COR FT 1024 9.72AC GR 9.22AC NET

Legal Acres: 9.2200
Parcel Address: S FM 1015

Account No: A0800-00-000-1020-08 **Appr. Dist. No.: 721087**
As of Date: 02/05/2019 **Print Date:** 02/05/2019

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
$248,940	$0	$248,940	$248,940	$0	$0	$248,940	$0

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
HIDALGO COUNTY	$248,940	OSP	$245,049.00	$3,891	0.5800000	$22.57
DRAINAGE DIST #1	$248,940	OSP	$245,049.00	$3,891	0.0951000	$3.70
CITY OF WESLACO	$248,940	OSP	$245,049.00	$3,891	0.6667000	$25.94
Amount saved bv additional sales tax revenue $7.08						
WESLACO ISD	$248,940	OSP	$245,049.00	$3,891	1.1597000	$45.12
SOUTH TEXAS ISD	$248,940	OSP	$245,049.00	$3,891	0.0492000	$1.91
SOUTH TEXAS COLLEGE	$248,940	OSP	$245,049.00	$3,891	0.1780000	$6.93

Total Tax: $106.17
Total Tax Paid to date: $106.17
Total Tax Remaining: $0.00

Exemptions:
OSP OPEN SPACE 1-D-1

AMOUNT DUE IF PAID BY:

02/28/2019 7%	04/01/2019 9%	04/30/2019 11%	05/31/2019 13%	07/01/2019 15%	07/31/2019 18 + up to 15%
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
09/02/2019 19 + up to 15%	**09/30/2019 20 + up to 15%**	**10/31/2019 21 + up to 15%**	**12/02/2019 22 + up to 15%**	**12/31/2019 23 + up to 15%**	**01/31/2020 24 + up to 15%**
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

School Information:
WESLACO ISD 2018 M&O 1.1397000 I&S .02000000 Total 1.1597000 2017 M&O 1.1397000 I&S .02000000 Total 1.1597000

4.1.68

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

Print Date: 02/05/2019

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

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

A0800000001020008

A0800-00-000-1020-08

AMOUNT PAID:
$_____._____

ESPONJAS DEVELOPMENT LTD
2912 S JACKSON RD
MCALLEN, TX 78503-1870

0000721087000000000

2018 TAX STATEMENT

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

Certified Owner:
ESPONJAS DEVELOPMENT LTD
2912 S JACKSON RD
MCALLEN, TX 78503-1870

Legal Description:
ADAMS TRACT FT 1020 18.12 AC

Legal Acres: 18.1200
Parcel Address: S FM 1015
Print Date: 02/05/2019

Account No: A0800-00-000-1020-00 **Appr. Dist. No.: 108294**
As of Date: 02/05/2019

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
$489,240	$0	$489,240	$489,240	$0	$0	$489,240	$0

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
HIDALGO COUNTY	$489,240	OSP	$481,593.00	$7,647	0.5800000	$44.35
DRAINAGE DIST #1	$489,240	OSP	$481,593.00	$7,647	0.0951000	$7.27
CITY OF WESLACO	$489,240	OSP	$481,593.00	$7,647	0.6667000	$50.98
Amount saved bv additional sales tax revenue $13.91						
WESLACO ISD	$489,240	OSP	$481,593.00	$7,647	1.1597000	$88.68
SOUTH TEXAS ISD	$489,240	OSP	$481,593.00	$7,647	0.0492000	$3.76
SOUTH TEXAS COLLEGE	$489,240	OSP	$481,593.00	$7,647	0.1780000	$13.61

Total Tax: $208.65
Total Tax Paid to date: $208.65
Total Tax Remaining: $0.00

Exemptions:
OSP OPEN SPACE 1-D-1

AMOUNT DUE IF PAID BY:

02/28/2019 7%	04/01/2019 9%	04/30/2019 11%	05/31/2019 13%	07/01/2019 15%	07/31/2019 18 + up to 15%
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
09/02/2019 19 + up to 15%	**09/30/2019 20 + up to 15%**	**10/31/2019 21 + up to 15%**	**12/02/2019 22 + up to 15%**	**12/31/2019 23 + up to 15%**	**01/31/2020 24 + up to 15%**
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

School Information:
WESLACO ISD 2018 M&O 1.1397000 I&S .02000000 Total 1.1597000 2017 M&O 1.1397000 I&S .02000000 Total 1.1597000

4.1.68

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

Print Date: 02/05/2019

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

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

A0800000000102000

A0800-00-000-1020-00

AMOUNT PAID:
$_____._____

ESPONJAS DEVELOPMENT LTD
2912 S JACKSON RD
MCALLEN, TX 78503-1870

0000108294000000000000

2018 TAX STATEMENT

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

Certified Owner:
ESPONJAS DEVELOPMENT LTD
2912 S JACKSON RD
MCALLEN, TX 78503-1870

Legal Description:
ADAMS TRACT FT 1020 5.52 AC

Legal Acres: 5.5200
Parcel Address: S FM 1015

Account No: A0800-00-000-1020-01 **Appr. Dist. No.: 108295**
As of Date: 02/05/2019
Print Date: 02/05/2019

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
$149,040	$0	$149,040	$149,040	$0	$0	$149,040	$0

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
HIDALGO COUNTY	$149,040	OSP	$146,711.00	$2,329	0.5800000	$13.51
DRAINAGE DIST #1	$149,040	OSP	$146,711.00	$2,329	0.0951000	$2.21
EMS DIST #1	$149,040	OSP	$146,711.00	$2,329	0.0194000	$0.45
WESLACO ISD	$149,040	OSP	$146,711.00	$2,329	1.1597000	$27.01
SOUTH TEXAS ISD	$149,040	OSP	$146,711.00	$2,329	0.0492000	$1.15
SOUTH TEXAS COLLEGE	$149,040	OSP	$146,711.00	$2,329	0.1780000	$4.15

Total Tax: $48.48
Total Tax Paid to date: $48.48
Total Tax Remaining: $0.00

Exemptions:
OSP OPEN SPACE 1-D-1

AMOUNT DUE IF PAID BY:

02/28/2019 7%	04/01/2019 9%	04/30/2019 11%	05/31/2019 13%	07/01/2019 15%	07/31/2019 18 + up to 15%
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
09/02/2019 19 + up to 15%	**09/30/2019 20 + up to 15%**	**10/31/2019 21 + up to 15%**	**12/02/2019 22 + up to 15%**	**12/31/2019 23 + up to 15%**	**01/31/2020 24 + up to 15%**
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

School Information:
WESLACO ISD 2018 M&O 1.1397000 I&S .02000000 Total 1.1597000 2017 M&O 1.1397000 I&S .02000000 Total 1.1597000

4.1.68

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

Print Date: 02/05/2019

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

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

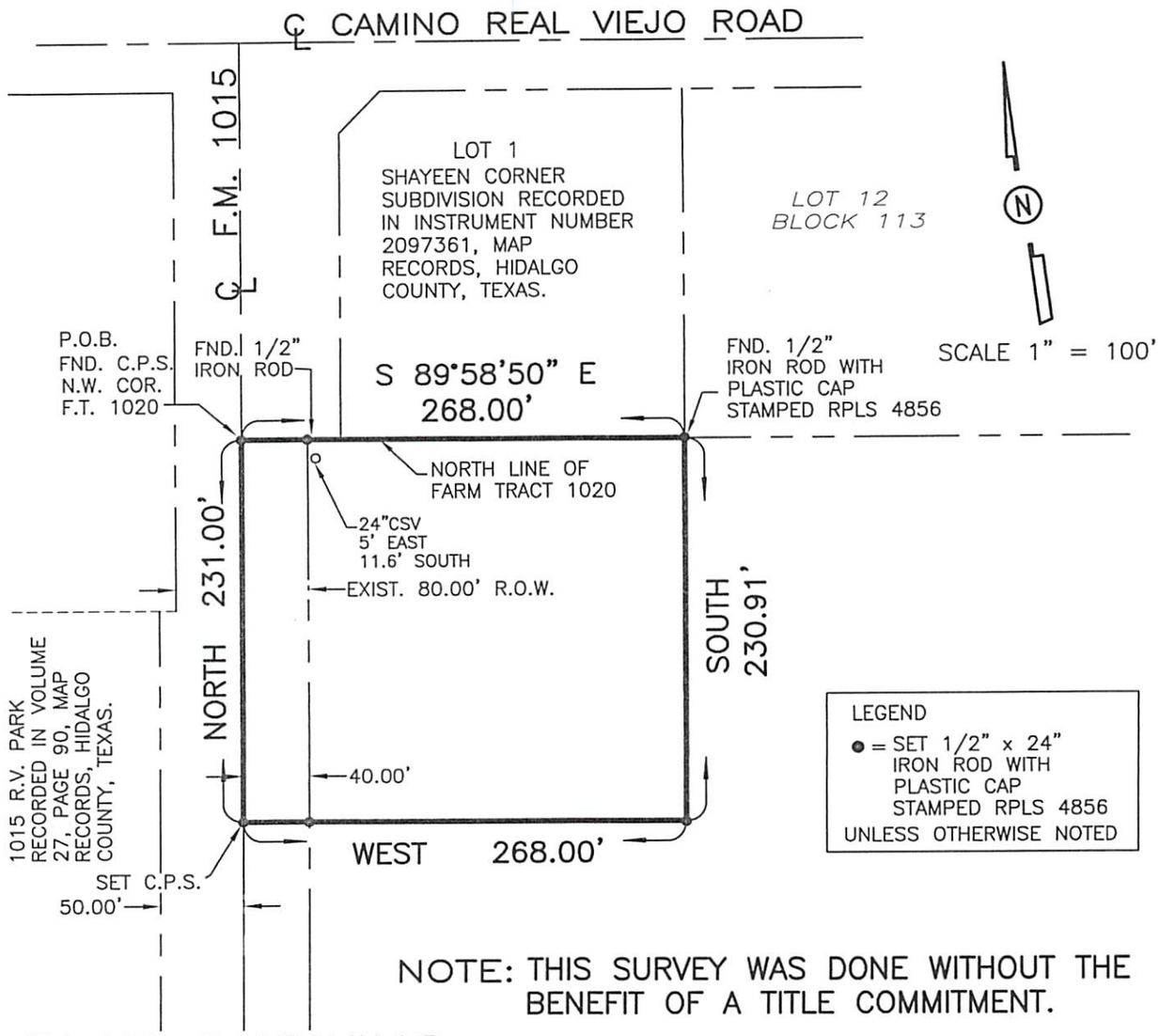
A080000000102001

A0800-00-000-1020-01

ESPONJAS DEVELOPMENT LTD
2912 S JACKSON RD
MCALLEN, TX 78503-1870

AMOUNT PAID:
$_____.____

0000108295000000000



NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

PLAT SHOWING ZONE CHANGE FROM R1 TO B2

A 1.42 ACRE TRACT OF LAND OUT OF FARM TRACT 1020, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1631125, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION: ZONE "B"
AREAS BETWEEN LIMITS OF THE 100–YEAR AND 500–YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100–YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

COMMUNITY–PANEL No. 480334 0525 B

EFECTIVE DATE: JANUARY 2, 1981

BEARINGS ARE IN ACCORDANCE WITH SOUTH PALM GARDENS ESTATES UNIT NO. 1, RECORDED IN VOLUME 20, PAGE 100, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. AND THERE ARE NOT ANY DISCREPANCIES, CONFLICTS, EASEMENTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR ANY OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 2 PAGE 34–37
SURVEYED FEBRUARY 5, 2019
ADDRESS
OWNER
JOB No.
BOOK No. PAGE
F:\DATA\SUBD\WES\OASIS\SURVEY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
ALFONSOQ@QHA–ENG.COM
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

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

METES AND BOUNDS

ZONE CHANGE FROM R1 TO B2

A 1.42 ACRE TRACT OF LAND OUT OF FARM TRACT 1020, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1631125, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF F.M. 1015 FOR THE NORTHWEST CORNER OF FARM TRACT 1020, THE SOUTHWEST CORNER OF SHAYEEN CORNER SUBDIVISION (RECORDED IN INSTRUMENT NUMBER 2097361, MAP RECORDS, HIDALGO COUNTY, TEXAS), AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 89°58′50″ E, ALONG THE NORTH LINE OF FARM TRACT 1020, AND THE SOUTH LINE OF SHAYEEN CORNER SUBDIVISION, PASSING A 1/2″ IRON ROD FOUND AT 40.00 FEET FOR THE EAST RIGHT OF WAY LINE OF F.M. 1015, A TOTAL DISTANCE OF 268.00 FEET TO A 1/2″ IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF SHAYEEN CORNER SUBDIVISION, AND THE NORTHEAST CORNER THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 230.91 FEET TO A 1/2″ IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; WEST, PASSING A 1/2″ IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 228.00 FEET FOR THE EAST RIGHT OF WAY LINE OF F.M. 1015, A TOTAL DISTANCE OF 268.00 FEET TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF FARM TRACT 1020, AND IN THE CENTERLINE OF F.M. 1015 FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST LINE OF FARM TRACT 1020, AND THE CENTERLINE OF F.M. 1015, A DISTANCE OF 231.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.42 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SOUTH PALM GARDENS ESTATES UNIT No.1, RECORDED IN VOLUME 20, PAGE 100, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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

DATE PREPARED: FEBRUARY 5, 2019

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

February 22, 2019

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 6, 2019 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 19, 2019 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONE REQUEST:

Red Rock Real Estate Development Group, LTD. is requesting to rezone 1321 S. International Blvd. Also being a 1.42 acre tract of Farm Tract 1020 West and Adams Tract Subdivision, proposed Lot 1, BLK 1, Mira Vista, 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.

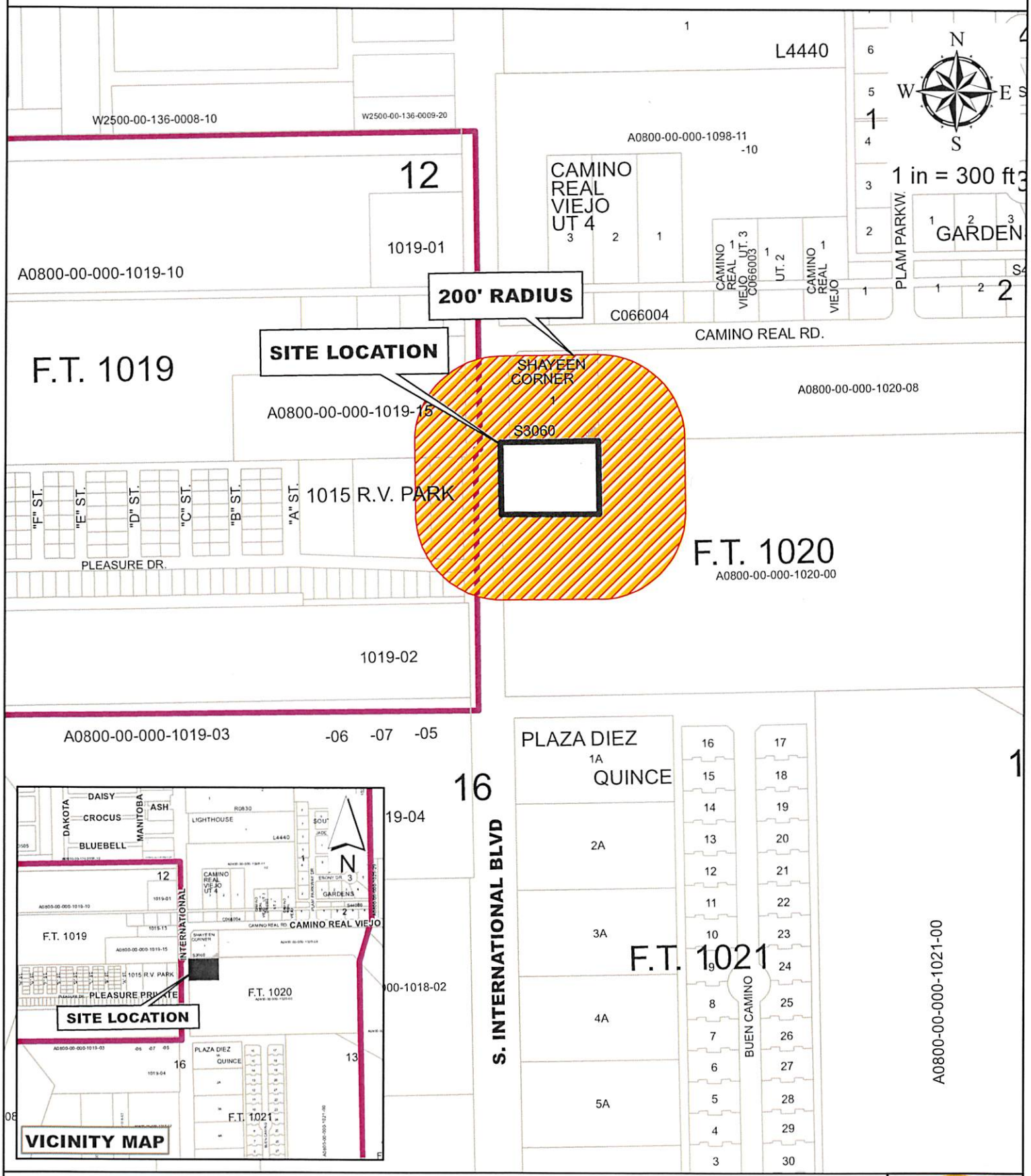
Sincerely,

Rebekah de la Fuente
Senior Planner

Planning & Code Enforcement

CITY OF WESLACO

Planning & Code Enforcement



Esponjas Development, LTD
1321 S. International Blvd
Lot. A 1.42 Acres

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

CITY ON THE GROW
CITY OF WESLACO

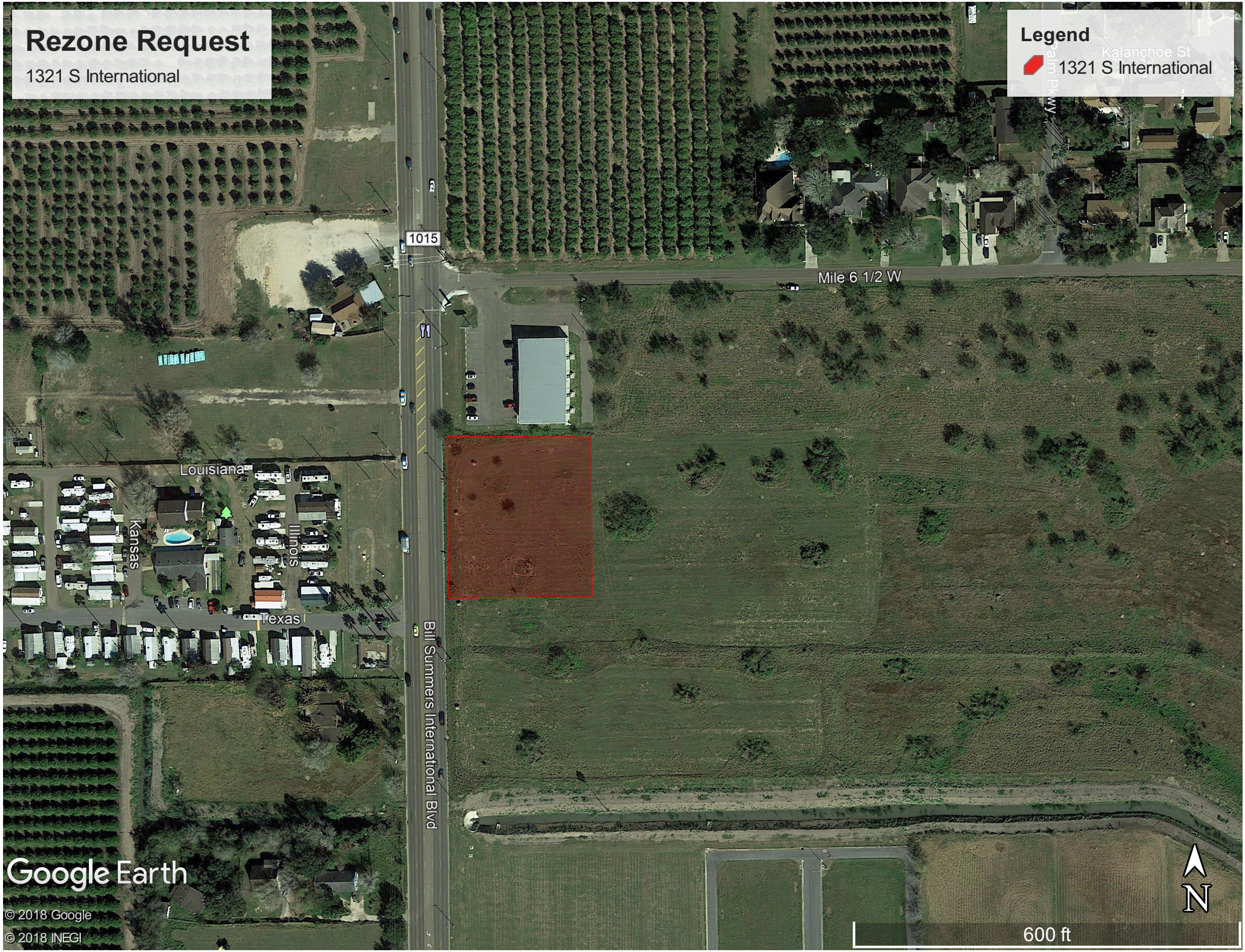
City of Weslaco Code Enforcement Dept.

FEB 19, 2019

ESPONJAS DEVELOPMENT LTD 2912 S JACKSON RD MCALLEN TX 78503-1870	A0800-00-000-1020-00 ADAMS TRACT FT 1020 18.12 AC 1313 S INTERNATIONAL BLVD	L: B:	0 0
ESPONJAS DEVELOPMENT LTD 2912 S JACKSON RD MCALLEN, TX 78503-1870	A0800-00-000-1020-08 ADAMS TRACT - AN IRR TR E1098.70 4.62AC OUT OF THE SE COR FT 1024 3500 CAMINO REAL VIEJO	L: B:	0 0
FINKLESTEIN MAX J & MILDRED R 6280 LAKEVIEW RD LENOIR CITY, TN 37772-4396	S3060-00-000-0001-00 SHAYEEN CORNER LOT 1 1301 S INTERNATIONAL BLVD	L: B:	186353 492355

Rezone Request

1321 S International



ORDINANCE NO. 2019-09

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1321 S. INTERNATIONAL BLVD ALSO BEING A 1.42 ACRE TRACT OF FARM TRACT 1020 WEST AND ADAMS TRACT SUBDIVISION, PROPOSED LOT 1, BLK 1. MIRA VISTA, 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 1321 S. International Blvd also being a 1.42-acre tract of Farm Tract 1020 West and Adams Tract Subdivision, proposed Lot 1, BLK 1. Mira Vista, 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 19th day of March 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of April 2019.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Myra L. Ayala Garza, **CITY SECRETARY**

APPROVED AS TO FORM:

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

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2292

From:
Joe Pedraza

Subject:
Approval of Ordinance 2019-10 to rezone 3602 Camino Real Viejo also being a 5.00 Acre Tract Of Land Out Of Farm Tract 1020 Out Of Lot 12 BLK 113 West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. (First reading of Ordinance held March 19, 2019; 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. Eight (8) property owners within 200 feet of the applicant's property were notified by letter on February 22, 2019.

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 City Commission appeared in The Monitor on February 18, 2019.

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
The Planning & Zoning Commission recommended approval of the rezone request on March 6, 2019.

Aida Vega	Created/Initiated
Joe Pedraza	Approved
Mike Perez	Final Approval

City Manager Comments:
Approved.

Staff Recommendation:
Staff recommends approval

Attachments, if any:
3602 camino real viejo - attachments, 3602 Camino Real Viejo, O2019-10 3602 Camino Real Viejo

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. RZ19-00009

RECEIVED

FEB 07 2019

Planning & Code Enforcement Dept.

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot A 5.00 acre tract of land out of Farm Tract 1020 and out of Lot 12 Block Block 113

Subdivision Name West and Adams Tracts Subdivision

Street Address 3602 Camino Real Viejo

Existing Zoning R-1 Existing Land Use _____

Proposed Zoning R-2 Proposed Land Use _____

_____ $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 Red Rock Real Estate Development Group, LTD. Phone (956) 800-1333

Address 2912 S. Jackson Rd. Fax: _____

City McAllen State TX Zip Code 78503 E-Mail: riocantu@yahoo.com

OWNER

Name Esponjas Development, LTD Phone (956) 800-1333

Address 2912 S. Jackson Rd. Fax: _____

City McAllen State TX Zip Code 78503 E-Mail: cruzcantuiii@aol.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 _____ Date 2/6/19
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

Affidavit

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

I, Cruz Cantu, III, Member, Esponjas Development, Ltd., owner of a 19.85 acre tract of land being all of Farm Tract 1020 and 9.72 acres out of Lots 11 and 12, Block 113, West and Adams Tract Subdivision, Hidalgo County, Texas, hereby authorize Red Rock Real Estate Development Group, Ltd. to submit a subdivision application and change of zone application for approval.

Owner: Esponjas Development, Ltd.
Cruz Cantu, III, Member

State of Texas
County of Hidalgo

Before me, the undersigned authority, a notary public in and for the State of Texas, County of Hidalgo, on this day personally appeared Cruz Cantu, III, Member, Esponjas Development, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the 6th day of February, 2019.

NOTARY PUBLIC STATE OF TEXAS
GLORIA RAMIREZ
Notary Public, State of Texas
ID# 13102716-4
My Commission Expires
03-02-2021

Notary Public in and for the State of Texas, County of Hidalgo

2018 TAX STATEMENT

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

Certified Owner:
ESPONJAS DEVELOPMENT LTD
2912 S JACKSON RD
MCALLEN, TX 78503-1870

Legal Description:
ADAMS TRACT - AN IRR TR
E1098.70-W1366.70 FT 1020 4.62AC OUT OF
THE SE COR FT 1024 9.72AC GR 9.22AC NET

Legal Acres: 9.2200
Parcel Address: S FM 1015
Print Date: 02/05/2019

Account No: A0800-00-000-1020-08 **Appr. Dist. No.: 721087**
As of Date: 02/05/2019

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
$248,940	$0	$248,940	$248,940	$0	$0	$248,940	$0

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
HIDALGO COUNTY	$248,940	OSP	$245,049.00	$3,891	0.5800000	$22.57
DRAINAGE DIST #1	$248,940	OSP	$245,049.00	$3,891	0.0951000	$3.70
CITY OF WESLACO	$248,940	OSP	$245,049.00	$3,891	0.6667000	$25.94
Amount saved by additional sales tax revenue $7.08						
WESLACO ISD	$248,940	OSP	$245,049.00	$3,891	1.1597000	$45.12
SOUTH TEXAS ISD	$248,940	OSP	$245,049.00	$3,891	0.0492000	$1.91
SOUTH TEXAS COLLEGE	$248,940	OSP	$245,049.00	$3,891	0.1780000	$6.93

Total Tax: $106.17
Total Tax Paid to date: $106.17
Total Tax Remaining: $0.00

Exemptions:
OSP OPEN SPACE 1-D-1

AMOUNT DUE IF PAID BY:

02/28/2019 7%	04/01/2019 9%	04/30/2019 11%	05/31/2019 13%	07/01/2019 15%	07/31/2019 18 + up to 15%
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
09/02/2019 19 + up to 15%	**09/30/2019 20 + up to 15%**	**10/31/2019 21 + up to 15%**	**12/02/2019 22 + up to 15%**	**12/31/2019 23 + up to 15%**	**01/31/2020 24 + up to 15%**
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

School Information:
WESLACO ISD 2018 M&O 1.1397000 I&S .02000000 Total 1.1597000 2017 M&O 1.1397000 I&S .02000000 Total 1.1597000

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT. 4.1.68

Print Date: 02/05/2019

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

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

A0800000001020008

A0800-00-000-1020-08

AMOUNT PAID:
$_____.____

ESPONJAS DEVELOPMENT LTD
2912 S JACKSON RD
MCALLEN, TX 78503-1870

0000721087000000000

2018 TAX STATEMENT

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

Certified Owner:
ESPONJAS DEVELOPMENT LTD
2912 S JACKSON RD
MCALLEN, TX 78503-1870

Legal Description:
ADAMS TRACT FT 1020 18.12 AC

Legal Acres: 18.1200
Parcel Address: S FM 1015

Account No: A0800-00-000-1020-00 **Appr. Dist. No.: 108294**
As of Date: 02/05/2019
Print Date: 02/05/2019

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
$489,240	$0	$489,240	$489,240	$0	$0	$489,240	$0

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
HIDALGO COUNTY	$489,240	OSP	$481,593.00	$7,647	0.5800000	$44.35
DRAINAGE DIST #1	$489,240	OSP	$481,593.00	$7,647	0.0951000	$7.27
CITY OF WESLACO	$489,240	OSP	$481,593.00	$7,647	0.6667000	$50.98
Amount saved bv additional sales tax revenue $13.91						
WESLACO ISD	$489,240	OSP	$481,593.00	$7,647	1.1597000	$88.68
SOUTH TEXAS ISD	$489,240	OSP	$481,593.00	$7,647	0.0492000	$3.76
SOUTH TEXAS COLLEGE	$489,240	OSP	$481,593.00	$7,647	0.1780000	$13.61

Total Tax: $208.65
Total Tax Paid to date: $208.65
Total Tax Remaining: $0.00

Exemptions:
OSP OPEN SPACE 1-D-1

AMOUNT DUE IF PAID BY:

02/28/2019 7%	04/01/2019 9%	04/30/2019 11%	05/31/2019 13%	07/01/2019 15%	07/31/2019 18 + up to 15%
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
09/02/2019 19 + up to 15%	**09/30/2019 20 + up to 15%**	**10/31/2019 21 + up to 15%**	**12/02/2019 22 + up to 15%**	**12/31/2019 23 + up to 15%**	**01/31/2020 24 + up to 15%**
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

School Information:
WESLACO ISD 2018 M&O 1.1397000 I&S .02000000 Total 1.1597000 2017 M&O 1.1397000 I&S .02000000 Total 1.1597000

4.1.68

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

Print Date: 02/05/2019

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

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

A0800000000102000

A0800-00-000-1020-00

AMOUNT PAID:
$_____._____

ESPONJAS DEVELOPMENT LTD
2912 S JACKSON RD
MCALLEN, TX 78503-1870

0000108294000000000

2018 TAX STATEMENT

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

Certified Owner:
ESPONJAS DEVELOPMENT LTD
2912 S JACKSON RD
MCALLEN, TX 78503-1870

Legal Description:
ADAMS TRACT FT 1020 5.52 AC

Legal Acres: 5.5200
Parcel Address: S FM 1015

Account No: A0800-00-000-1020-01 **Appr. Dist. No.: 108295**
As of Date: 02/05/2019
Print Date: 02/05/2019

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
$149,040	$0	$149,040	$149,040	$0	$0	$149,040	$0

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
HIDALGO COUNTY	$149,040	OSP	$146,711.00	$2,329	0.5800000	$13.51
DRAINAGE DIST #1	$149,040	OSP	$146,711.00	$2,329	0.0951000	$2.21
EMS DIST #1	$149,040	OSP	$146,711.00	$2,329	0.0194000	$0.45
WESLACO ISD	$149,040	OSP	$146,711.00	$2,329	1.1597000	$27.01
SOUTH TEXAS ISD	$149,040	OSP	$146,711.00	$2,329	0.0492000	$1.15
SOUTH TEXAS COLLEGE	$149,040	OSP	$146,711.00	$2,329	0.1780000	$4.15

Total Tax: $48.48
Total Tax Paid to date: $48.48
Total Tax Remaining: $0.00

Exemptions:
OSP OPEN SPACE 1-D-1

AMOUNT DUE IF PAID BY:

02/28/2019 7%	04/01/2019 9%	04/30/2019 11%	05/31/2019 13%	07/01/2019 15%	07/31/2019 18 + up to 15%
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
09/02/2019 19 + up to 15%	**09/30/2019 20 + up to 15%**	**10/31/2019 21 + up to 15%**	**12/02/2019 22 + up to 15%**	**12/31/2019 23 + up to 15%**	**01/31/2020 24 + up to 15%**
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

School Information:
WESLACO ISD 2018 M&O 1.1397000 I&S .02000000 Total 1.1597000 2017 M&O 1.1397000 I&S .02000000 Total 1.1597000

4.1.68

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

Print Date: 02/05/2019

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

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

A0800000001020 01

A0800-00-000-1020-01

ESPONJAS DEVELOPMENT LTD
2912 S JACKSON RD
MCALLEN, TX 78503-1870

AMOUNT PAID:
$_____.____

0000108295000000000

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

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

METES AND BOUNDS

ZONE CHANGE FROM R1 TO R2

A 5.00 ACRE TRACT OF LAND OUT OF FARM TRACT 1020, AND OUT OF LOT 12, BLOCK 113, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1631125 AND 1756394, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS EAST, 850.00 FEET, AND NORTH, 75.00 FEET FROM THE SOUTHWEST CORNER OF FARM TRACT 1020.

THENCE; NORTH, A DISTANCE OF 725.80 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH RIGHT OF WAY LINE OF CAMINO REAL VIEJO ROAD FOR THE NORTHWEST CORNER OF THIS TRACT FOR THE NORTHWEST CORNER THIS TRACT.

THENCE; S 89°58'50" E, ALONG THE SOUTH RIGHT OF WAY LINE OF CAMINO REAL VIEJO ROAD, A DISTANCE OF 300.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 725.70 FEET TO A 1/2" IROD ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; WEST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SOUTH PALM GARDENS ESTATES UNIT No.1, RECORDED IN VOLUME 20, PAGE 100, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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

DATE PREPARED: FEBRUARY 5, 2019

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

February 22, 2019

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 6, 2019 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 19, 2019 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONE REQUEST:

Red Rock Real Estate Development Group, LTD.is requesting to rezone 3602 Camino Real Viejo. Also being a 5.00 Acre Tract of Land Out Of Farm Tract 1020 Out Of Lot 12 BLK 113 West and Adams Tract Subdivision, proposed Lot 1-18, BLK 3. Mira Vista, Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district.

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

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

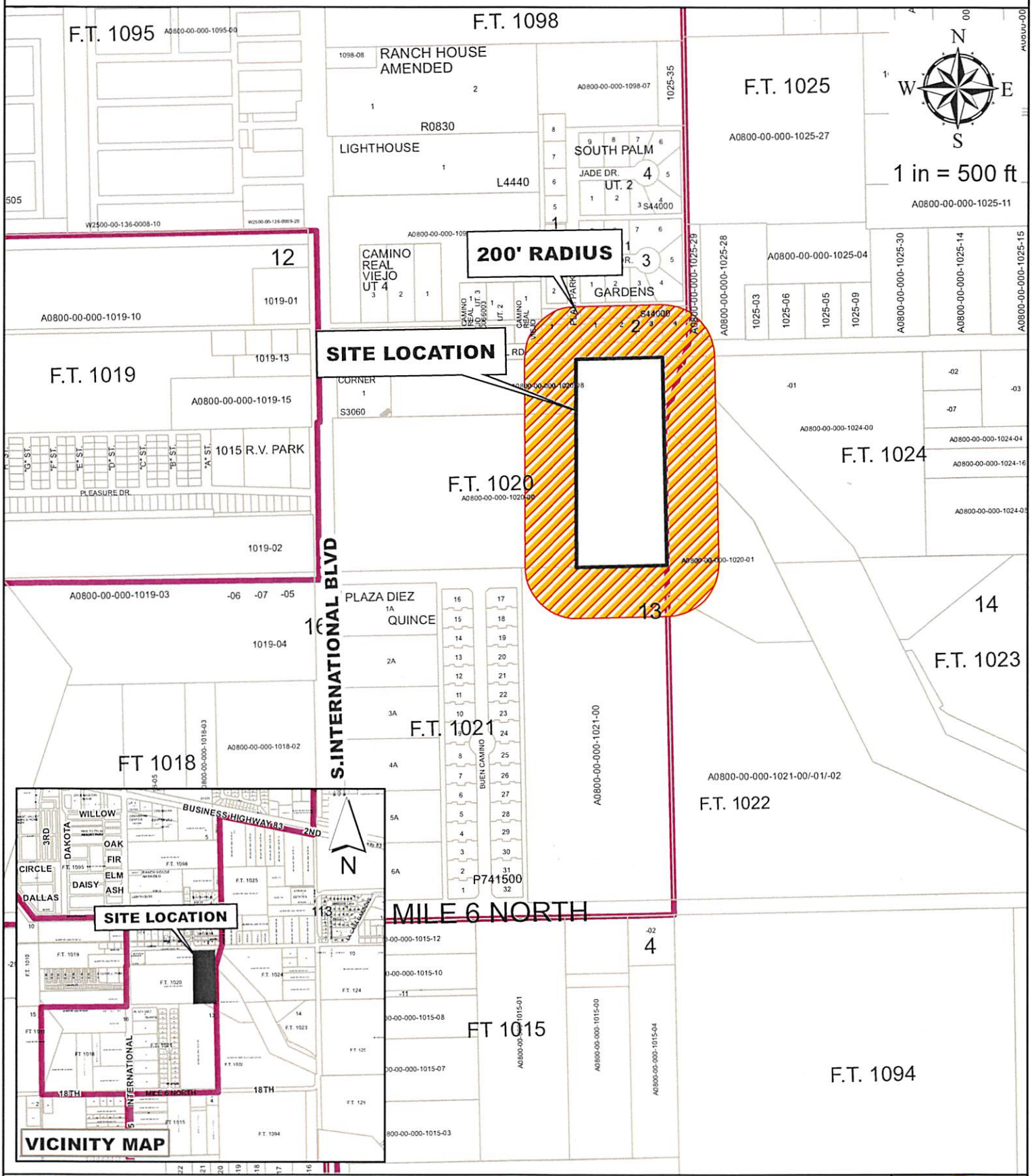
Sincerely,

Rebekah de la Fuente
Senior Planner

Planning & Code Enforcement

CITY OF WESLACO

Planning & Code Enforcement



Esponjas Development, LTD
3602 S. International Blvd
Block 113

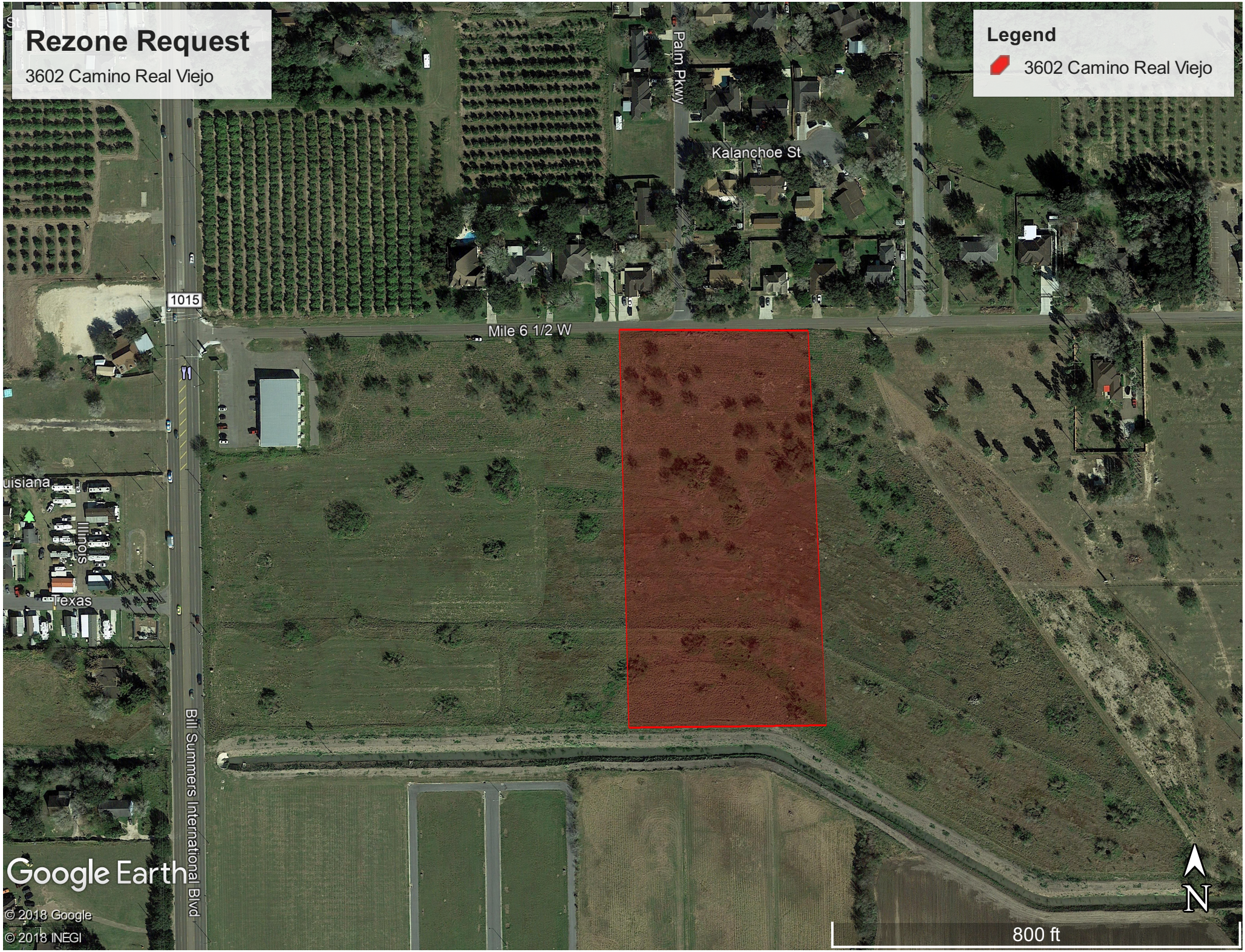
Purpose for the rezone request

Existing zoning: R-1
Existing land use: R-1
Prop zone: R-2

City of Weslaco Code Enforcement Dept.

FEB 19, 2019

ESPONJAS DEVELOPMENT LTD 2912 S JACKSON RD MCALLEN TX 78503-1870	A0800-00-000-1020-00 ADAMS TRACT FT 1020 18.12 AC 1313 S INTERNATIONAL BLVD	L: B:	0 0
ESPONJAS DEVELOPMENT LTD 2912 S JACKSON RD MCALLEN, TX 78503-1870	A0800-00-000-1020-08 ADAMS TRACT - AN IRR TR E1098.70 4.62AC OUT OF THE SE COR FT 1024 3500 CAMINO REAL VIEJO	L: B:	0 0
CARDENAS GILBERT JR & CYNTHIA 3509 CAMINO REAL VIEJO RD WESLACO TX 78596-1198	C0660-00-000-0001-00 CAMINO REAL VIEJO LOT 1 0	L: B:	38117 131467
GARCIA AARON 3520 CAMINO REAL VIEJO WESLACO TX 78596	S4400-01-001-0001-00 SOUTH PALM GARDENS ESTATES UT NO 0	L: B:	26653 102882
LEONARD JASON WAYNE 3601 CAMINO REAL VIEJO WESLACO TX 78596-0989	S4400-01-002-0001-00 SOUTH PALM GARDENS ESTATES UT NO 0	L: B:	26653 39859
MARINES JOSE LUIS JR 3609 CAMINO REAL VIEJO RD WESLACO TX 78596-0989	S4400-01-002-0002-00 SOUTH PALM GARDENS ESTATES UT NO 0	L: B:	26653 71404
GONZALES MICAELA O PO BOX 1541 WESLACO TX 78599-1541	S4400-01-002-0003-00 SOUTH PALM GARDENS ESTATES UT NO 0	L: B:	26653 46319
LOPEZ ELOY & NORMA 3701 E CAMINO REAL WESLACO TX 78596	S4400-01-002-0004-00 SOUTH PALM GARDENS ESTATES UT NO 0	L: B:	26653 149074


Rezone Request
3602 Camino Real Viejo
Legend
3602 Camino Real Viejo
Palm Pkwy
Kalanchoe St
1015
Mile 6 1/2 W
uisiana
Illinois
Texas
Bill Summers International Blvd
Google Earth
© 2018 Google
© 2018 INEGI
N
800 ft

ORDINANCE NO. 2019-10

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 3602 CAMINO REAL VIEJO ALSO BEING A 5.00 ACRE TRACT OF LAND OUT OF FARM TRACT 1020 OUT OF LOT 12 BLK 113 WEST AND ADAMS TRACT SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT.

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

SECTION I: R-1 One-Family Dwelling District to R-2 Duplex and apartment district being 3602 Camino Real Viejo also being a 5.00 Acre Tract Of Land Out Of Farm Tract 1020 Out Of Lot 12 BLK 113 West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of March 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of April 2019.

CITY OF WESLACO

_____

David Suarez, **MAYOR**

ATTEST:

_____

Myra L. Ayala Garza, **CITY SECRETARY**

APPROVED AS TO FORM:

_____

Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2291

From:
Joe Pedraza

Subject:
Approval of Ordinance 2019-11 to rezone 1704 N. International Blvd. Also being Lot A, Block F. Pecan Grove 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 held March 19, 2019; 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. . Twenty- three (23) property owners within 200 feet of the applicant's property were notified by letter on February 22, 2019.

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 City Commission appeared in The Monitor on February 18, 2019

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
The Planning & Zoning Commission recommended approval of the rezone request on March 6, 2019.

Aida Vega	Created/Initiated
Joe Pedraza	Approved
Mike Perez	Final Approval

City Manager Comments:
Approved.

Staff Recommendation:
Staff recommends approval

Attachments, if any:
1704 n intl- attachments, 1704 N International, O2019-11 rezone 1704 N. International Blvd

Responsibilities upon Approval:

Staff will advise the 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. Rez19-00007

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot A Block F

Subdivision Name PECAN GROVE PH 1

Street Address 1704 N. International Blvd.

Existing Zoning R-1 One family Dwelling Existing Land Use None

Proposed Zoning _____ Proposed Land Use _____

✓ $300.00 non-refundable filing fee.

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

N/A 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 ALEJANDRO PEÑA / INNENTY SEVEN RENTS LLC Phone 956-459-3504

Address 2815 EARLIS RUN Fax: _____

City BROWNSVILLE State TX Zip Code 78526 E-Mail: ap@ausasolar.com

OWNER

Name Ernest G. Frerking Phone 512-968-0505

Address 3708 Ranch Creek Dr. Fax: 5

City Austin State TX Zip Code 78730-3704 E-Mail: erniefrerking@prodigy.net

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

* Signature _____ Owner Date 1/25/2019

Signature _____ Applicant Date _____

Signature _____ Authorized Agent Date _____

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

Revised Form December 6, 2016

Please do not alter this application.

OWNER

Virginia Ruth Anderson 512-206-0615

4725 Palisade Dr. vruthanderson@hotmail.com

Austin, Texas 78731

Virginia Ruth Anderson

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

February 22, 2019

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 6, 2019 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 19, 2019 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONE REQUEST:

Alejandro Peña is requesting to rezone 1704 N. International Blvd. Also being Lot A, BLK F. Pecan Grove Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary highway business district. 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.

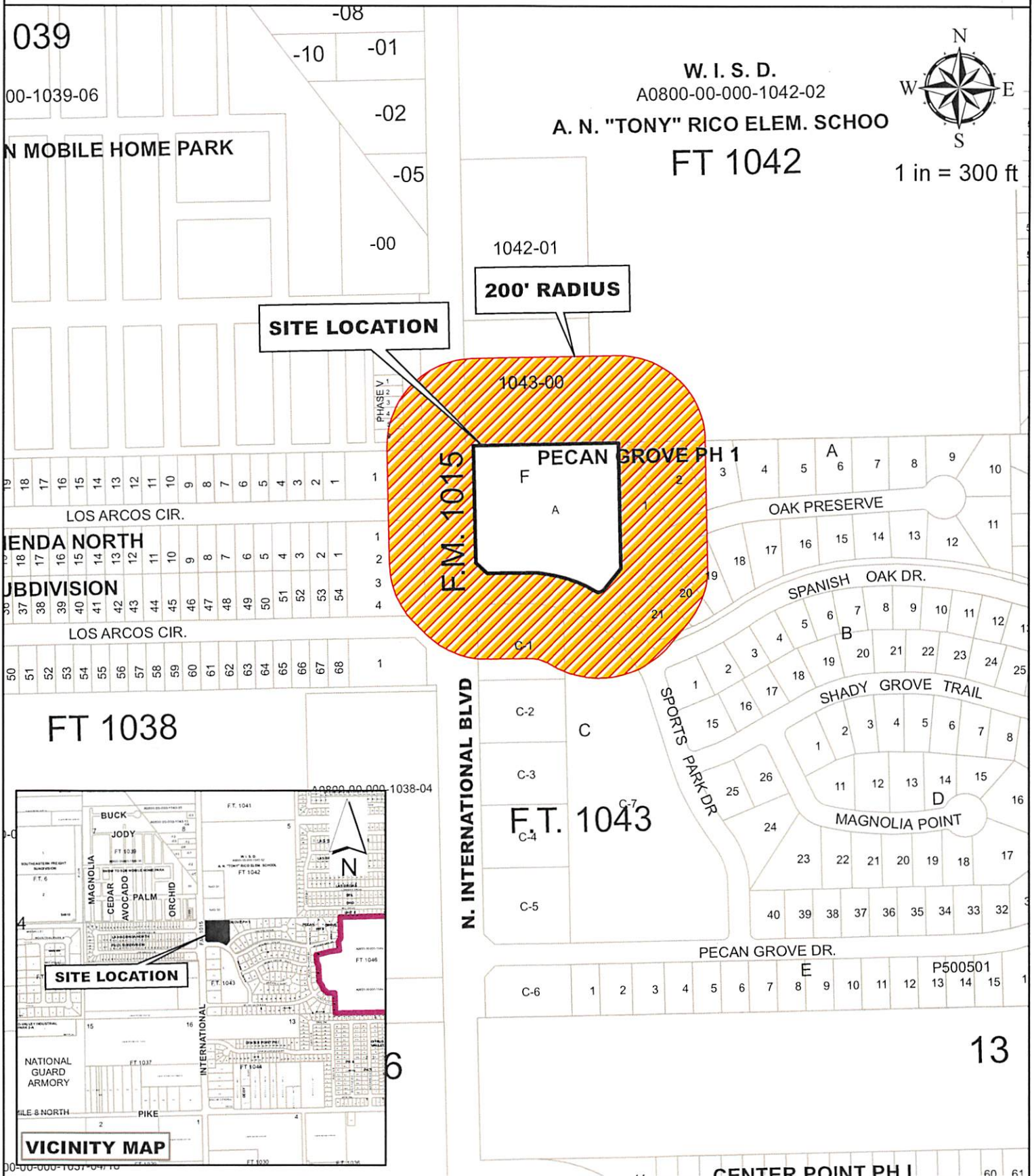
Sincerely,

Rebekah de la Fuente
Senior Planner

Planning & Code Enforcement

CITY OF WESLACO

Planning & Code Enforcement



Ernesto G Frerking
1704 N. International Blvd
Pecan Grove Ph.1
Lot A & Block F

Purpose for the rezone request

Existing zoning: R-1
Existing land use: R-1
Prop zone: B-2

City of Weslaco Code Enforcement Dept.

FEB 19, 2019

MHC SNOW TO SUN (TX) LLC 31200 NORTHWESTERN HIGHWAY FARMINGTON HILLS MI 48334-5900	A0800-00-000-1039-06 ADAMS TRACT ALL FT 1039 55.12 AC 0	L: 2354854 B: 2670990
WESLACO IND SCHOOL DIST 319 W 4TH ST WESLACO TX 78596-6047	A0800-00-000-1042-02 ADAMS TRACT 35.0AC-38.34AC FT 10 2002 N INTERNATIONAL BLVD	L: 616000 B: 3761185
PINA JESUS 3705 N CYNTHIA ST MCALLEN TX 78501-9115	A0800-00-000-1043-00 ADAMS TRACT N1.282AC FT 1043 & 0 07AC NET 1708 N INTERNATIONAL BLVD	L: 67680 B: 23456
RST TEXAS REAL ESTATE LP 1709 E PIKE BLVD WESLACO TX 78599-5026	L1063-00-001-0001-00 LA HACIENDA NORTH P.U.D LOT 1 BL 0 N FM 1015	L: 62195 B: 4594
RST TEXAS REAL ESTATE LP 1709 E PIKE BLVD WESLACO TX 78599-5026	L1063-00-002-0001-00 LA HACIENDA NORTH P.U.D LOT 1 TH 1609	L: 155928 B: 535724
RST TEXAS REAL ESTATE LP 2300 W PIKE BLVD STE 103 WESLACO TX 78596	L1063-00-002-0002-00 LA HACIENDA NORTH P.U.D LOT 2 BL K 2 0	L: 24723 B: 0
RST TEXAS REAL ESTATE LP 2300 W PIKE BLVD STE 103 WESLACO TX 78596	L1063-00-002-0003-00 LA HACIENDA NORTH P.U.D LOT 3 BL K 2 0	L: 24723 B: 0
RST TEXAS REAL ESTATE LP 2300 W PIKE BLVD STE 103 WESLACO TX 78596	L1063-00-002-0004-00 LA HACIENDA NORTH P.U.D LOT 4 BL K 2 0	L: 24005 B: 0
CASANOVA, XAVIER E & SARAH 3407 OAK PRESERVE WESLACO TX 78596	P5005-01-00A-0001-00 PECAN GROVE PH 1 LOT 1 & 2 BLK A 3407 OAK PRESERVE DR	L: 109464 B: 184780
SOUTHERN ORCHARD LP PO BOX 9 DRIFTWOOD TX 78619-0	P5005-01-00A-0002-00 PECAN GROVE PH 1 LOT 2 BLK A	L: 24518 B: 0
CUEVAS, LORENA T & MANUEL 1409 W BUSINESS 83 APT 318 WESLACO TX 78596-5676	P5005-01-00A-0003-00 PECAN GROVE PH 1 LOT 3 BLK A 3423 OAK PRESERVE DR	L: 50622 B: 125378
PECAN GROVE REAL ESTATE LT ATTN: ERICK PALOMARES 2403 N 10TH ST PMB NO 113 MCALLEN TX 78501	P5005-01-00A-0018-00 PECAN GROVE PH 1 LOT 18 BLK A 0 OAK PRESERVE DR	L: 28149 B: 0

PECAN GROVE REAL ESTATE LT ATTN: ERICK PALOMARES 2403 N 10TH ST PMB NO 113 MCALLEN TX 78501	P5005-01-00A-0019-00 PECAN GROVES PH 1 LOT 19 BLK A 0 OAK PRESERVE DR	L: B:	28755 0
PECAN GROVE REAL ESTATE LT ATTN: ERICK PALOMARES 2403 N 10TH ST PMB NO 113 MCALLEN TX 78501	P5005-01-00A-0020-00 PECAN GROVES PH 1 LOT 20 BLK A 0 OAK PRESERVE DR	L: B:	28586 0
PECAN GROVE REAL ESTATE LT ATTN: ERICK PALOMARES 2403 N 10TH ST PMB NO 113 MCALLEN TX 78501	P5005-01-00A-0021-00 PECAN GROVE PH 1 LOT 21 BLK A 0 OAK PRESERVE	L: B:	30021 0
LOPEZ ARTURO DDS 308 CARDINAL ST MCALLEN TX 78504-2739	P5005-01-00C-00C1-00 PECAN GROVE PH 1 LOT C1 BLK C 0	L: B:	95906 0
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596-6158	P5005-01-00C-00C7-00 PECAN GROVE PH 1 LOT C LOT C7 (	L: B:	683634 0
FRERKING ERNEST G & VIRINIA R 3708 RANCH CREEK DR AUSTIN TX 78730-3704	P5005-01-00F-000A-00 PECAN GROVE PH 1 LOT A BLK F 1610 N INTERNATIONAL BLVD	L: B:	102299 1663
SUN TEXAS POOL LIMITED PAR 27777 FRANKLIN RD STE 200 SOUTHFIELD MI 48034-8205	S3971-05-000-0002-00 SNOW TO SUN M/H PARK PH 5 LOT 2 1701 N INT'L BLVD	L: B:	8425 0
SUN TEXAS POOL LIMITED PAR 27777 FRANKLIN RD STE 200 SOUTHFIELD MI 48034-8205	S3971-05-000-0003-00 SNOW TO SUN M/H PARK PH 5 LOT 3 1701 N INT'L BLVD	L: B:	8425 0
SUN TEXAS POOL LIMITED PAR 27777 FRANKLIN RD STE 200 SOUTHFIELD MI 48034-8205	S3971-05-000-0004-00 SNOW TO SUN M/H PARK PH 5 LOT 4 1701 N INT'L BLVD	L: B:	8425 0
SUN TEXAS POOL LIMITED PAR 27777 FRANKLIN RD STE 200 SOUTHFIELD MI 48034-8205	S3971-05-000-0005-00 SNOW TO SUN M/H PARK PH 5 LOT 5 1701 N INT'L BLVD	L: B:	8425 0
SUN TEXAS POOL LIMITED PAR 27777 FRANKLIN RD STE 200 SOUTHFIELD MI 48034-8205	S3971-05-000-0006-00 SNOW TO SUN M/H PARK PH 5 LOT 6 1701 N INT'L BLVD	L: B:	10110 0

Rezone Request
1704 N International
Legend
1704 N International
Palm Dr
N International Blvd
Crape Myrtle Dr
Orchid Dr
Anaqua St
Bottle Brush St
Buck Dr
Los Arcos Cir
Oak Preserve
Spanish Oak Dr
Sports Park Dr
Shady Grove Trail
Magnolia Point
Mile 3 Rd W
1015
600 ft
N
Google Earth
© 2018 Google
© 2018 INEGI

ORDINANCE NO. 2019-11

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1704 N. INTERNATIONAL BLVD ALSO BEING LOT A, BLK F. PECAN GROVE 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 1704 N International Blvd also being Lot A, BLK F. Pecan Grove 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 19th day of March 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of April 2019.

CITY OF WESLACO

_____

David Suarez, **MAYOR**

ATTEST:

_____

Myra L. Ayala Garza, **CITY SECRETARY**

APPROVED AS TO FORM:

_____

Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2296

From:
Joe Pedraza

Subject:
Approval of Ordinance 2019-12 for the voluntary annexation of the Avanti At Sienna Palms Legacy - being a 7.9 acres out of the Juan Jose Ynojosa De Balli Survey, Abstract No. 54, being a portion of Farm Tract Subdivision out of Llano Grande Grant, Weslaco, Hidalgo County, Texas located on the east side of mile 6 ½ west ¼ mile south of mile 10 north and authorize the Mayor to execute any related documents. (First reading of Ordinance held March 19, 2019; staffed by Planning and Code Enforcement Department).

Background:
The property is within a Flood Zone "X". The proposed one (1) lot subdivision is outside city limits. This subdivision is being serviced with water by North Alamo Water Supply Company through an 8" waterline and sewer by city of Weslaco through a 6" sewer line. The proposed property will be for an 114 unit elderly apartment complex.

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 of the voluntary annexation on March 6, 2019.

Aida Vega	Created/Initiated
Joe Pedraza	Approved
Mike Perez	Final Approval

City Manager Comments:
Approved.

Staff Recommendation:
Staff recommends approval

Attachments, if any:
sienna palms - attachments, Sienna Palms, O2019-12 Avanti Sienna Palmas Legacy annexation

Responsibilities upon Approval:
Staff will notify applicant.

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. AN x 19-0004

GENERAL INFORMATION

Name of Subdivision: Avanti at Sienna Palms Legacy

Location: East side Mile 6 1/2 W, 1/4 mile south of Mile 10 N / 3520 N Milanos Rd

Legal Description: ~~6.5~~ 7.90 acres out of the Juan Jose Ynojosa De Balli Survey, Abstract No. 54, being a portion of Farm Tract 214 of the West Tract Subdivision out of Llano Grande Grant

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

OWNER INFORMATION

Owner's Name: Jimmy Closner & Sons Construction Co., Inc. Telephone: (956) 565-2688

Address: PO Box 170 Fax:

City: Mercedes State: TX Zip: 78570 E-mail: bclosner@jimmyclosner.com

ENGINEER INFORMATION

Name: T. Craig Carney Telephone: 469-443-0861

Address: 5700 Granite Parkway, Suite 200 Fax:

City: Plano State: TX Zip: 75024 E-mail: Craig@eng-firm.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: Robert Closner

Owner Signature: _____ Date: 1/17/19

_____ is the authorized agent

Authorized Agent Signature: _____ Date: _____

Authorized Agent Printed Name: _____

****

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: _____

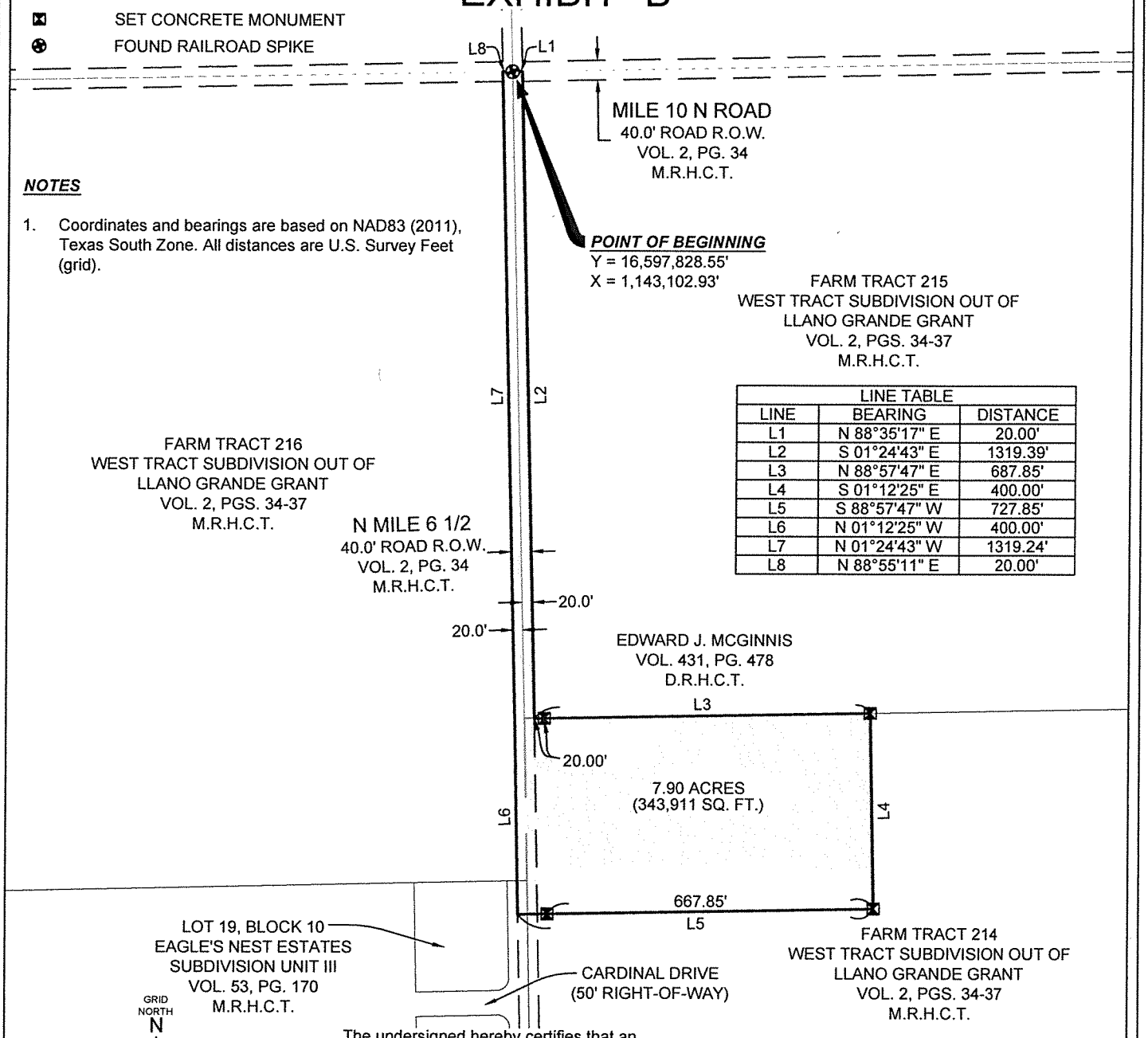
EXHIBIT "B"

LEGEND

- SET CONCRETE MONUMENT
- FOUND RAILROAD SPIKE

NOTES

1. Coordinates and bearings are based on NAD83 (2011), Texas South Zone. All distances are U.S. Survey Feet (grid).



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°35'17" E	20.00'
L2	S 01°24'43" E	1319.39'
L3	N 88°57'47" E	687.85'
L4	S 01°12'25" E	400.00'
L5	S 88°57'47" W	727.85'
L6	N 01°12'25" W	400.00'
L7	N 01°24'43" W	1319.24'
L8	N 88°55'11" E	20.00'

The undersigned hereby certifies that an on the ground survey was conducted under my direction and supervision that meets the minimum requirements set forth by the Texas Board of Professional Land Surveying.

STATE OF TEXAS
REGISTERED
ALLEN W. KERLEY
5427
PROFESSIONAL
LAND SURVEYOR

Registered Professional Land Surveyor
Allen W. Kerley, R.P.L.S. No. 5427

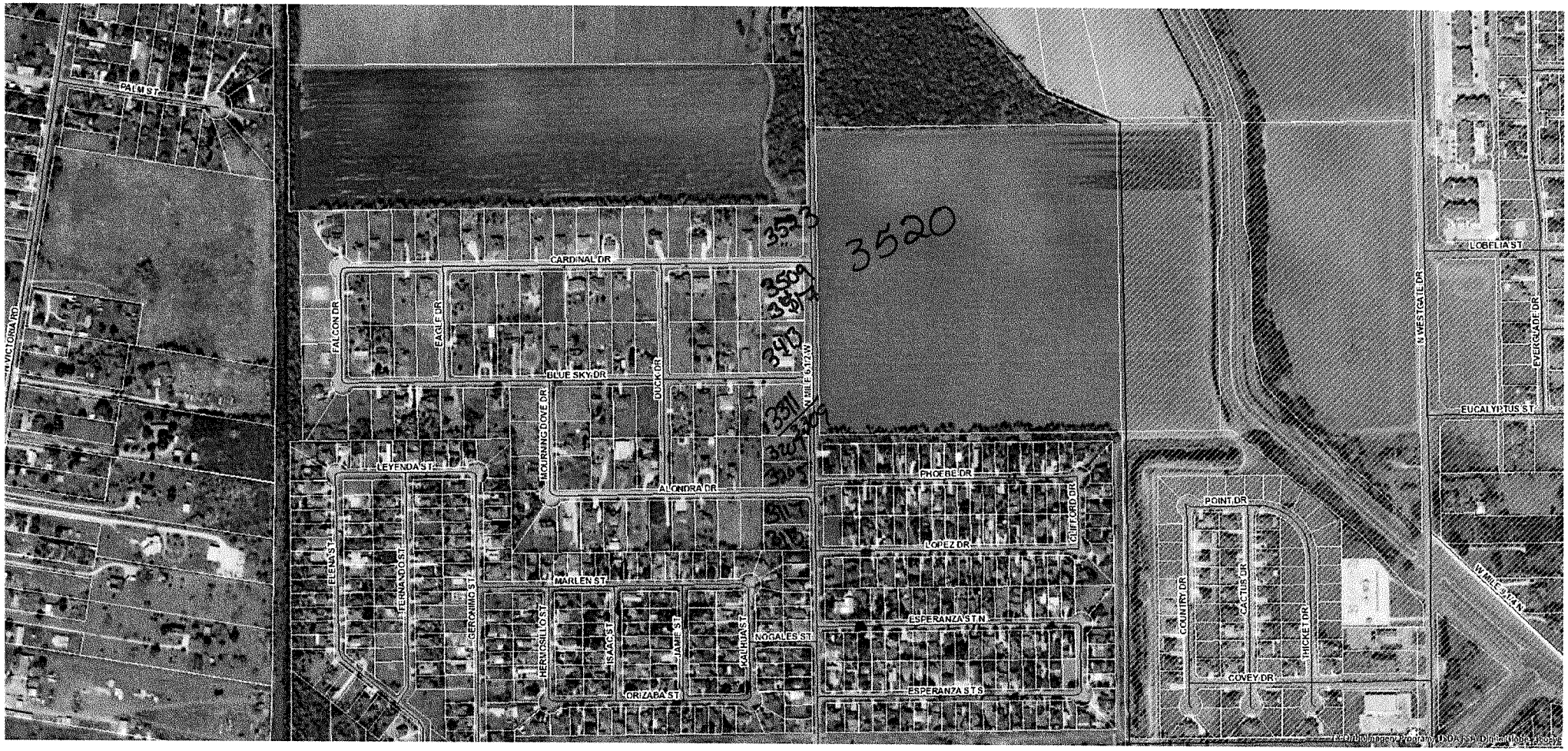
BOUNDARY SURVEY

Being a 7.90 acre tract of land situated in the Juan Jose Ynojosa De Balli Survey, Abstract No. 54, Hidalgo County, Texas, being a portion N Mile 6 1/2 Road (a 40-foot wide right-of-way) and a portion of Farm Tract 214 of the West Tract Subdivision out of Llano Grande Grant, as recorded in Volume 2, Pages 34-37, of the Map Records of Hidalgo County, Texas

Job Number:	1801009	Scale:	1" = 300'
Field Date:	1/3/2019	Checked by:	AWK
Field Tech(s):	DR	Office Tech(s):	CMB
Drawing Date:	2/4/2019	Revision:	

FRONTIER
SURVEYING COMPANY
WWW.FRONTIERSURVEYING.COM
710 BUFFALO ST., SUITE 700
CORPUS CHRISTI, TEXAS 78401
TBPLS FIRM NO. 10082900
PHONE: (361) 881 - 8044

G:\Projects\2018\1801009 - Avanti - Avanti at Sienna Palms Legacy - Hidalgo\DWG\1801009 Annex.dwg


PALM ST
VICTORIA RD
CARDINAL DR
FALCON DR
EAGLE DR
BLUE SKY DR
DUCK DR
N MILE 6 1/2 AV
MOURNING DOVE DR
LEYENDA ST
ALONDRA DR
PHOEBE DR
LOPEZ DR
CLIFFORD DR
ELENA ST
FERNANDO ST
GERONIMO ST
MARLEN ST
HERMOSILLO ST
ISAAC ST
JAMIE ST
MALHIA ST
NOGALES ST
ESPERANZA ST N
ESPERANZA ST S
GRIZABA ST
POINT DR
COUNTRY DR
CACTUS DR
THICKET DR
COVEY DR
W MILE 7 1/2 AV
W VESTGATE DR
LOBELIA ST
EUCALYPTUS ST
OVERLAND DR
3520
3513
3509
3503
3501
3505
3511

State of Texas
County of Hidalgo

Job Number: 1801009
Date: 2/4/2019

Exhibit "A"

7.90 Acres

Metes and Bounds Description

BEING a 7.90 acre tract of land situated in the Juan Jose Ynojosa De Balli Survey, Abstract No. 54, Hidalgo County, Texas, being a portion N Mile 6 1/2 Road (a 40-foot wide right-of-way) and a portion of Farm Tract 214 of the West Tract Subdivision out of Llano Grande Grant, as recorded in Volume 2, Pages 34-37, of the Map Records of Hidalgo County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a railroad spike found (Y = 16,597,828.55', X = 1,143,102.93') marking the intersection of the centerlines of said N Mile 6 1/2 Road and Mile 10 N Road (a 40-foot wide right-of-way);

THENCE North 88°35'17" East, a distance of 20.00 feet to a point on the east line of said N Mile 6 1/2 Road;

THENCE South 01°24'43" East, along said east line, a distance of 1319.39 feet to a point on the common line of Farm Tracts 214 and 215;

THENCE North 88°57'47" East, along said common line, passing a concrete monument set at a distance of 20.00 feet and continuing a total distance of 687.85 feet to a concrete monument set;

THENCE South 01°12'25" East, a distance of 400.00 feet to a concrete monument set;

THENCE South 88°57'47" West, passing a concrete monument set at a distance of 667.85 feet and continuing a total distance of 727.85 feet to a point on the west line of aforesaid N Mile 6 1/2 Road;

THENCE North 01°12'25" West, along said west line, a distance of 400.00 feet;

THENCE North 01°24'43" West, continuing along said west line, a distance of 1319.24 feet;

THENCE North 88°55'11" East, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 7.90 acres (343,911 square feet) of land.

Coordinates and bearings are based on NAD83 (2011), Texas South Zone.
All distances are U.S. Survey Feet (grid).

Prepared By:

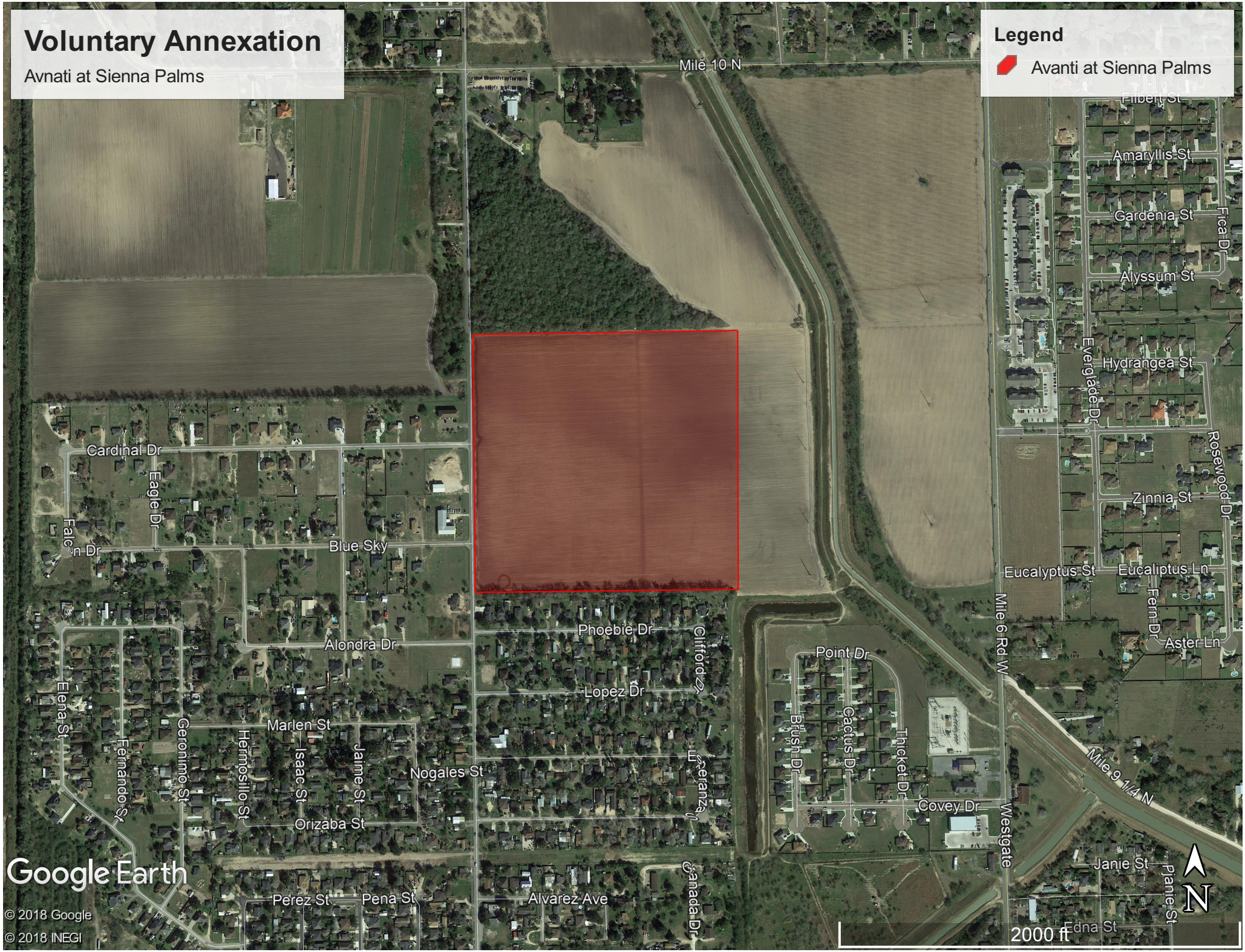
Frontier Surveying Company
710 Buffalo Street, Suite 700
Corpus Christi, TX 78401
Texas Firm Registration No. 10082900

STATE OF TEXAS
REGISTERED
ALLEN W. KERLEY
5427
PROFESSIONAL
LAND SURVEYOR

Registered Professional Land Surveyor
Allen W. Kerley, R.P.L.S. No. 5427

Voluntary Annexation

Avnati at Sienna Palms



ORDINANCE NO. 2019-12

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 7.90 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 7.90 acres and are more specifically described as follows, to-wit:

BEING a 7.90 acre tract of land situated in the Juan Jose Ynojosa De Balli Survey, Abstract No. 54, Hidalgo County, Texas, being a portion N Mile 6 1/2 Road (a 40-foot wide right-of-way) and a portion of Farm Tract 214 of the West Tract Subdivision out of Llano Grande Grant, as recorded in Volume 2, Pages 34-37, of the Map Records of Hidalgo County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a railroad spike found (Y = 16,597,828.55', X = 1,143,102.93') marking the intersection of the centerlines of said N Mile 6 1/2 Road and Mile 10 N Road (a 40-foot wide right-of-way);

THENCE North 88°35'17" East, a distance of 20.00 feet to a point on the east line of said N Mile 6 1/2 Road;

THENCE South 01°24'43" East, along said east line, a distance of 1319.39 feet to a point on the common line of Farm Tracts 214 and 215;

THENCE North 88°57'47" East, along said common line, passing a concrete monument set at a distance of 20.00 feet and continuing a total distance of 687.85 feet to a concrete monument set;

THENCE South 01°12'25" East, a distance of 400.00 feet to a concrete monument set;

THENCE South 88°57'47" West, passing a concrete monument set at a distance of 667.85 feet and continuing a total distance of 727.85 feet to a point on the west line of aforesaid N Mile 6 1/2 Road;

THENCE North 01°12'25" West, along said west line, a distance of 400.00 feet;

THENCE North 01°24'43" West, continuing along said west line, a distance of 1319.24 feet;

THENCE North 88°55'11" East, a distance of 20.00 feet to the POINT OF BEGINNING and containing 7.90 acres (343,911 square feet) of land.

SECTION 3. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Weslaco.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of March, 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of April 2019.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Myra L. Ayala Garza, **CITY SECRETARY**

APPROVED AS TO FORM:

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

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2330

From:
Robert Lopez

Subject:
Approval on Resolution 2019-38 to submit grant application to Wal-Mart's Community Grant for Police Department and authorize the Mayor to sign and execute any related documents. (Staffed by Police Department.)

Background:
Through the Community Grant Program, Wal-Mart supports the needs of their community by providing grant to local organizations; the Weslaco Police Department will use grant money to fund the City's Annual Toy Drive.

Funding Source (budget code, if applicable)**:**
Wal-Mart Community Grant

Amount: $2,000.00	Term of Impact: 12 months	Identified in Current Budget: No

Additional Action Prompted:
Mayor's Signature
Resolution

If item previously considered, provide date and action by Commission:
Last considered and accepted on 05/15/2018, Resolution 2018-35.

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

Robert Lopez	Created/Initiated
Robert Lopez	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve

Staff Recommendation:
Recommend Approval

Attachments, if any:
Wal-Mart Grant Letterhead 4076C 2019-2020, R2019-38 grant Walmart foundation

Responsibilities upon Approval:
Police Department will be responsible for grant management.

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
Olga M. Noriega, Commissioner, District 3
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

April 2, 2019

To Wal-Mart,

The City of Weslaco derives its powers from our Texas Constitution; it is considered a Home Rule Municipality and was incorporated on August 15th, 1921 by the Hidalgo County Commissioner's Court. The City of Weslaco is recognized by the State of Texas and the Internal Revenue Service.

Government Code, Title 5, Chapter 575, Section 5707.003, states that a state agency that has a governing board may accept a gift only if the agency has the authority to accept the gift and the majority of the board, in an open meeting, acknowledges the acceptance of the gift not later than the 90th day after the date the gift is accepted. The Weslaco City Commission is our governing board who can authorize or reject grant application proposals.

The Weslaco Police Department, an entity agency of the City of Weslaco, is reaching out to Walmart for assistance with educational material, material supporting police initiatives and education, and/or financial assistance in the form of grant money available through your organization.

I, Mayor David Suarez authorize The Weslaco Police Department to apply for grant funding through Walmart Foundation's Community Grant Program.

Signed this _____ (Day) of _____ (Month), _____ (Year)

Signed by:

CITY OF WESLACO

_____

David Suarez, MAYOR

ATTEST:

_____
Myra Ayala, City Secretary

APPROVED AT TO FORM:

_____
Juan E. Gonzalez, CITY ATTORNEY

RESOLUTION No. 2019-38

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Texas, that Walmart Foundation's Community Grant Program be operated for the 2019 - 2020; and

WHEREAS, The City of Weslaco agrees to provide applicable matching funds for the said project as required by Walmart Foundation's grant application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of Walmart Foundation's Community Grant Program funds, The City of Weslaco assures that the funds will be returned to Walmart in full.

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for Walmart Foundation's Community Grant Program.

Grant Number: _____

Passed and Approved this 5th day of March 2019.

CITY OF WESLACO

_____

David Suarez, **MAYOR**

ATTEST:

_____

Myra L. Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

_____

Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2331

From:
Robert Lopez

Subject:
Ratification of the agreement between Behavioral Health Solution of South Texas (BHSST) and City of Weslaco Police Department for the purpose of establishing the Community Coalition Partnership (CCP) and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

Background:
The purpose of the Community (CCP) is to mobilize the community to implement evidence based environmental strategies with a primary focus to change policies and influence social norms related to substance use and misuse.

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)**:**

Robert Lopez	Created/Initiated
Robert Lopez	Approved
Mike Perez	Final Approval

City Manager Comments:

Staff Recommendation:
Recommend Approval

Attachments, if any:
BHS 2019 LETTER OF AGREEMENT

Responsibilities upon Approval:
Chief of Police Dr. Joel Rivera will be signing document.

LETTER OF AGREEMENT

Between
Behavioral Health Solutions of South Texas (BHSST)
and
City of Weslaco Police Department

Behavioral Health Solutions of South Texas is applying for funding from the Texas Health and Human Services Commission. The purpose of the Community Coalition Partnership (CCP) is to mobilize the community to implement evidence based environmental strategies with a primary focus to chance policies and influence social norms related to substance use and misuse. The project will utilize the SAMHSA Strategic Prevention Framework model as a planning process for preventing substance use and misuse.

This Letter of Agreement between Behavioral Health Solutions of South Texas and the City of Weslaco Police Department is to express the commitment of these agencies to cooperate in furtherance of this project.

The anticipated roles of the Behavioral Health Solutions of South Texas include:

- Provide strategies to change policies, social norms, and behaviors to reduce risk factors and increase protective factors
- Provide information dissemination to increase knowledge and change attitudes
- Provide community based processes that help organize, plan, and network in order to increase the community's ability to deliver effective prevention services
- Provide identification of problems and appropriate referrals to services

The anticipated roles of the City of Weslaco Police Department include:

- Attend meetings related to the coalition
- Provide assistance with media and education efforts
- Provide assistance with epidemiological efforts

_____	_____
Joel Rivera, Chief of Police Weslaco Police Department	Jose G. Gonzalez, CEO Behavioral Health Solutions of South Texas
_____	_____
Date	Date

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2333

From:
Arnold Becho, Maricarmen Garcia

Subject:
Approval of application to the South Texas Literacy Coalition free book distribution program and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)

Background:

The South Texas Literacy Coalition, a non-profit organization dedicated to the coordination of literacy services. The STLC is interested in funding the distribution of books for programs where the need is great.
The books go to community members and are distributed during literacy events. The audience focus is children. There is no fiscal obligation. The library seeks to remain a partner. Past partnerships have been very positive. Last year, our literacy program was awarded a total of $4,618.85 in free books for all ages.

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:

If item previously considered, provide date and action by Commission:
N/A

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:
N/A

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
None at this time

Maricarmen Garcia	Created/Initiated
Arnold Becho	Approved
Vidal Roman	New
Mike Perez	

City Manager Comments:
Approve

Staff Recommendation:
Staff Recommends Approval

Attachments, if any:
Memo- Request Reapplication to South Texas Literacy Book Distribution, South Texas

Literacy Coalition program summary
Responsibilities upon Approval: The library will execute the agreement and return it to STLC. The library will then work with STLC to coordinate and document book dispersal events.

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

March 21, 2019

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

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

Planning and documentation is required of participating organizations but there is no fiscal obligation. The library seeks to remain a partner indefinitely, so long as there is never any fiscal responsibility. Past partnerships have been very positive. Last year, our literacy program was awarded a total of $4,618.85 in free books for all ages.

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

Thank you for the time,

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

Terms and Agreement

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

Program Impact

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

Eligibility

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

Media and Survey Requirements

As a non-profit, we rely on partnerships, sponsorships, and donations to continue our programs and services. With continues exposure of our organization, more opportunities arise for funding.

Media Instructions-

* Funded organizations will create photo/video content of their event and post, share, tag the South Texas Literacy Coalition in order to generate more exposure in our communities.

Survey Instructions -

* During the event, funded organizations are required to survey ADULT participants (if parents are present).
* The event survey can be located and filled out electronically at this link via tablet, smartphone, or computer at the link: (https://goo.gl/MY7tuL)

Do you agree to the Media and Survey Requirements?

- ◯ Yes
- ◯ No

Acquisition of Books

UNDER NO CIRCUMSTANCES WILL THE BOOKS BE DISTRIBUTED THROUGH THE STLC BE SOLD OR USED IN FUNDRAISING OF ANY TYPE.

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

On other occasions when the presence of STLC staff is not required, books can be picked up at the STLC office upon arrangement with the STLC staff. Contact number: 956-292-0257

We are in agreement with the terms and conditions outlined in the request for proposals from the South Texas Literacy Coalition for the book distribution initiative. (Type signature below)

Your answer

SUBMIT

Never submit passwords through Google Forms.

This content is neither created nor endorsed by Google. Report Abuse - Terms of Service

Google Forms

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1333

From:

Subject:
Approval to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Clifford Robert Gardner Jr. for Hangar W12 and to approve a Mid Valley Airport Ground Lease Agreement with Tenant Therin Frank Sojak for Hangar W12 and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)

Background:
Tenant Clifford Robert Gardner Jr has recently decided to sell Hangar W12 to Mr. Therin Frank Sojak. In the past, the City Commission has requested to terminate existing ground lease agreements and negotiations when an improvement has been sold and to enter into negotiations with the new tenant.

The ground lease agreement being presented is for Hangar W12, located on the west side of the airport. The proposed hangar lease agreement is for five (5) years, with a five (5) year renewal option. There is a 3% review and cap every three (3) 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)**:**
The Airport Advisory Board does not approve revenue agreements but did approve the ground lease agreement template.

Andrew Muñoz	Created/Initiated
Andrew Muñoz	Approved
Mike Perez	New

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
SOJAK BILL OF SALE, SOJAK LEASE AGREEMENT

Responsibilities upon Approval:

Conditional Sale Agreement

Date: 01 Feb 2019

Be it known that Therin Frank Sojak (Buyer) agrees to purchase from: Clifford Robert Gardner, Jr. (Seller) the following described items: (Describe or attach) Hangar #12 W, Weslaco, TX Airport
Described by: West Tract Hangar #W12 FT 9, Municipal Airport Improvements only, At 1909 N. Joe Stephens Dr., Weslaco, TX
Hidalgo County Tax ID #W3800-98-009-0012-00

Sales price		$ 3600.00
Sales tax		$ —
Finance charge		$ —
Insurance		$ —
Other charges		$ —
Total purchase price		$ 3600.00
Less:		
Deposit	$ —	
Other credits	$ —	
Total credits		$ —
Amount financed		$ —
ANNUAL INTEREST RATE		

Paid in full
02-01-19
CRG

The seller shall retain title to the items sold until full payment of the purchase price, subject to payment credits and release of this security interest as required by law. The undersigned agrees to safely keep the items free from other liens and encumbrances at the below address and to not remove goods without seller's consent.
Buyer further agrees to execute all financing statements as may be required to perfect this conditional sales agreement, and the Buyer shall keep goods adequately insured, naming Seller loss-payee.
The full balance of the purchase price shall become due upon any default; and the undersigned shall pay all reasonable attorney's fees and costs of collection. Upon default, Seller may reclaim the goods, hold and dispose of same, and collect expenses, together with any deficiency due from Buyer, subject to the Buyer's right to redeem said items pursuant to law and the Uniform Commercial Code.

THIS IS A CONDITIONAL SALE AGREEMENT.

Accepted by: Clifford Robert Gardner Jr.	
Seller	Buyer
7101 W. Bus 83, Unit 61	210 E. Barbara St.
Address	Address
Harlingen, TX 78552	Harlingen, TX 78550
By	By

This Agreement or Financing Statements must be recorded as required by state law to protect your rights.

Lease Agreement

STATE OF TEXAS)

CITY OF WESLACO) KNOW ALL PERSONS BY THESE PRESENTS:

HIDALGO COUNTY)

This lease is entered into this _____ day of _____, 2019, 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 Therin Frank Sojak, 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.

TFS

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 March. 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

TFS
Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Therin Frank Sojak
Address: 210 E. Barbara Street
Harlingen, TX 78550

TFS
Lessee Initials

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

Section 14. Miscellaneous

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

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

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 _____, 2019.

City of Weslaco, Hidalgo County, Texas

_____
Mayor

Approved as to Form:

_____
City Attorney

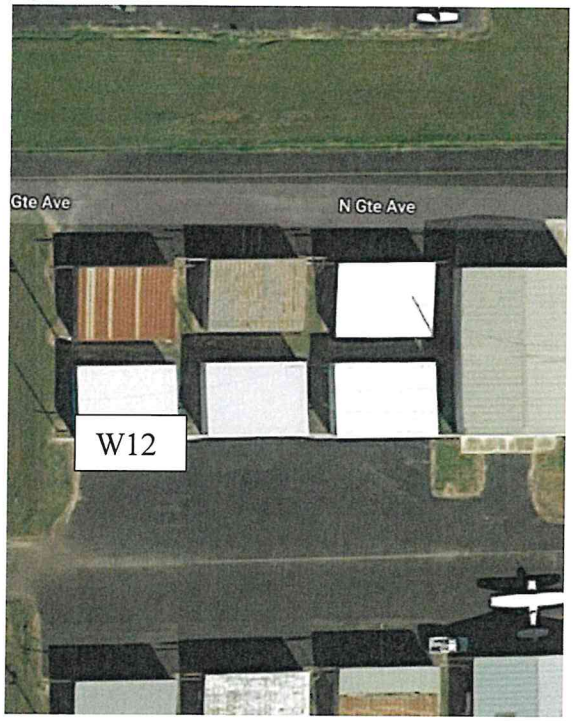
Attest: _____
City Secretary

_____
Lessee

TFS
Lessee Initials

"EXHIBIT A"

HANGAR W12
44' x 30'



TFS
Lessee Initials

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2344

From:

Subject:
Approval on renewal of a Professional Services Agreement for City Prosecutor with the Law Office of Justino "J.R." Garza and authorize the Mayor to execute any related documents. (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:
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
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Approve.

Attachments, if any:
Prosecutor Contract July 2019-Garza

Responsibilities upon Approval:

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

THIS CONTRACT is made and entered into by and between the **CITY OF WESLACO**, a home-ruled municipal corporation whose address is 255 South Kansas, Weslaco, Hidalgo County, Texas, acting therein by and through its Mayor, who is authorized to execute this Contract by the Weslaco City Commission, hereinafter referred to as **"CITY"** and **LAW OFFICE OF JUSTINO "J.R." GARZA, P.C.**, whose address is 2223 Primrose, McAllen, Hidalgo County, Texas, 78504, hereinafter referred to as **"GARZA".**

SECTION ONE
NATURE OF EMPLOYMENT

The CITY hereby retains and employs GARZA, to render professional services to CITY as prosecutor for the Weslaco Municipal Court. GARZA will prepare for and attend all hearings on behalf of the CITY OF WESLACO as Municipal Court Prosecutor. GARZA'S role is to represent the public's interest in enforcing all laws and ordinances, to screen out and seek dismissal of cases with insufficient evidence or evidence was wrongfully gathered, and to seek convictions fairly and maintain public respect for the Court.

GARZA shall:

- Investigate, prosecute and present the City's case to the Court and schedule trial date at a minimum of two times per month or more if necessary;
- Arrange for the appearance of the State's witnesses, including requests for subpoenas and attachments;
- File motions with the court that may be necessary to present cases fully and to see that justice is done;
- Request dismissal of cases under proper circumstances and cite the legal grounds for dismissal;
- Advise the police department in case preparation, legal procedures and requirements, and

other legal issues; and

- Discuss pending cases with defendants or, if represented by counsel, with their attorneys.

SECTION TWO
COMPENSATION

In consideration of the services described hereinabove, CITY agrees to pay GARZA a monthly retainer in the sum of FIVE THOUSAND NO/100THS ($5,000.00) DOLLARS per month for services rendered. Said monthly retainer to be due and payable on the 1st of each and every month throughout the term of this contract. This sum shall constitute the total payment for all services involved in the administration of this contract.

SECTION THREE
COST AND EXPENSES

During the term of employment, GARZA shall be reimbursed by the CITY for all reasonable expenses incurred for Continuing Legal Education Conferences concerning Municipal Court Law in accordance with the City's Travel policy.

SECTION FOUR
FILES

GARZA agrees that any and all files, records, reports, pleadings, exhibits, documents or any other related material delivered or transmitted to GARZA in connection with the performance of the services contracted for herein shall remain property of the CITY and shall be returned by GARZA to CITY at GARZA'S expense upon termination of this contract.

SECTION FIVE
REPORTS

GARZA shall submit reports and information to the Office of the City Manager when requested to and shall direct all questions, concerns, and problems concerning the administration of the Court to the City Manager.

SECTION SIX
AGREEMENT

GARZA agrees to represent CITY to the best of his ability and resources and to devote the time and effort necessary for timely and efficient operation of the Court. GARZA agrees to obtain the necessary training and education to keep abreast of new legislation, and/or laws affecting municipal court prosecutions and to comply with all relevant ethical obligations of the State Bar of Texas.

SECTION SEVEN
TERMINATION

Either party shall have the right to cancel this contract with or without cause, by giving the other party thirty (30) days written notice forwarded to their respective address by certified mail. CITY may cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities of CITY.

NOTICE shall be sent Certified Mail, return receipt requested, to the following addresses:

If to City: 255 S. Kansas, Weslaco, Texas 78596

If to PROSECUTOR: 2223 Primrose, McAllen, Texas, 78504

SECTION EIGHT
ACCEPTANCE OF EMPLOYMENT

GARZA hereby accepts the employment and promises to render the services described herein during this contract.

This Contract is executed on behalf of CITY by the presiding officer of its governing body, who is authorized to execute this instrument by order heretofore approved and duly recorded in its minutes.

WITNESS the signature of all parties hereto in duplicate originals this _____ day of

_____, 2019, in Weslaco, Hidalgo County, Texas.

CITY OF WESLACO

_____
DAVID SUAREZ, **MAYOR**

ATTEST:

_____
MYRA AYALA GARZA, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
JUAN E. GONZALEZ, **CITY ATTORNEY**

LAW OFFICE OF JUSTINO "J.R." GARZA, P.C

_____
JUSTINO "J.R." GARZA**, ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2351

From:

Subject:
Approval on renewal of a Professional Services Agreement for Municipal Court Judge Samuel V. Sanchez in the amount of $45,000.00 beginning June 2019 through June 2021 and authorize the Mayor to execute any related documents. (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:
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)**:**

Molly Vallejo	Created/Initiated
Mike Perez	New

City Manager Comments:
Approve

Staff Recommendation:
Approve

Attachments, if any:
Agreement of Municipal Court Judge Services

Responsibilities upon Approval:

THE STATE OF TEXAS	§	**AGREEMENT OF MUNICIPAL**
COUNTY OF HIDALGO	§	**COURT JUDGE SERVICES**
CITY OF WESLACO	§	
	§	

This agreement is made this _____day of _____, 20_____by and between the City of Weslaco, a home-ruled municipal corporation, 255 S. Kansas Ave., Weslaco, Hidalgo County, Texas 78596, hereinafter referred to as "City" and Samuel Sanchez, P.O. Box 1, Weslaco, Texas, Hidalgo County, Texas 78599, hereinafter referred to as the "judge" for the purpose of providing the services of a Municipal Court Judge for the City of Weslaco.

1. Municipal Court Established. Pursuant to Article II, Section 30 of he Weslaco City Charter the City established the Municipal Court of the City of Weslaco. Such Court has jurisdiction and shall exercise all powers declared by Article II, Section 30 of the Weslaco City Charter to be vested in municipal courts, together with such other powers and jurisdiction as are generally conferred upon such courts in the State of Texas By express statute. Chapter 29.007 of the Texas Government Code authorizes the City of Weslaco to appoint Associate Municipal Judges.
2. Description of Services. The Judge agrees to serve as the Municipal Court Judge for the City with all the powers, duties, privileges and obligations which said office confers by virtue of state law or local ordinance. The Judge's essential responsibilities and duties include, but are not limited to, the following:
   a) Preside over court dockets and trials for Class C misdemeanors, property matters, city ordinances, traffic violations, criminal jury and non-jury trials, pre trial conferences, juvenile warnings, and other cases appropriately tried in Municipal Court.
   b) Preside over jury and non-jury cases and levy fines commensurate with the violation in such manner to preserve equity and uniformity in the application of existing laws and ordinances.
   c) Be available on a twenty four / seven basis to review and /or sign search/arrest and blood warrants, appeal bonds, prisoner transfer documentation.
   d) Provide arraignment duties as needed and shall be available for magistrate services within a reasonable time frame after notice by the Police Department.
   e) Collaborate with the City Commission and City staff to ensure policies and orders are within the parameters of state law but also consistent with the values of the community and needs of the City.

8. Term of Office. This appointment as Municipal Judge for the Weslaco Municipal Court shall begin on the _____day of _____, 2017 and expire on the _____, day of _____, 20_____. It is agreed and understood between the City and the Judge that the Judge serves at the will and pleasure of the City of Weslaco. The Weslaco City Commission reserves the right to terminate and or extend this appointment at any time within the contract period or at the conclusion of the contract period. The arrest and/or conviction of a Misdemeanor or felony crime will be considered grounds for reprimand, suspension and or termination for the Judge. It is further agreed that the Judge has no tenure, expectancy of employment or property interest in employment by virtue of this appointment as Weslaco Municipal Court Judge and none shall arise by virtue of his service in this capacity.
   Note: *[Art. 29.005 Tex Govt. Code "A Municipal Court Judge who is not reappointed by the 91st. day following expiration of a term of office shall, absent action by the appointing authority shall continue to serve for another term of office beginning on the date the previous term of office expired].*
9. Resignation. The Judge may resign at any time during the term of this appointment upon thirty (30) days written notice to the City.
   [Pursuant to Texas Code of Judicial Conduct as amended Canon 5 Sec 3 *"A Judge shall resign from judicial office upon becoming a candidate in a contested election for a non-judicial office either in a primary or in a general or in a special election. A Judge may continue to hold judicial office while being a candidate for election to or serving as a delegate in a state constitutional convention or while being a candidate for election to any judicial office".]*
10. State Law: The agreement shall be construed in a manner consistent with and not in derogation of the provisions of State Law governing the judge's jurisdiction, powers, duties and obligations of office.
11. Licensing. The Judge must be in compliance with all applicable State and Municipal standards for the licensing, certification, and continued accreditation if any, necessary to serve as Associate Weslaco Municipal Court Judge. The City will cover all training costs including any travel required for attendance.
12. Administration. The office responsible for administrating this agreement shall be the Office of the City Manager of Weslaco. The Weslaco City Manager shall represent the City of Weslaco with regard to the implementation of this agreement
13. Reports. The Judge shall submit reports and information to the office of the City Manager when requested to and shall direct all questions, concerns, and problems concerning the administration of the Court to the Municipal Judge.

f) Any duties or responsibilities of a Municipal Court Judge pursuant to and consistent with municipal ordinances and state law.

g) Ensure that all court documents are properly completed, including but not limited to, disposition sheets, judgment forms, court orders, bond forfeitures, adult warning sheets request for counsel or any other necessary documentation.

h) Shall conduct arraignments, other court hearings as may be required by law and trials when necessary.

i) Assure all traffic convictions are properly reported to Texas Department of Public Safety.

j) Keep and maintain a docket containing each case filed and court action taken.

k) Issue process to compel the attendance of persons as witnesses and to compel the appearance of defendants in court.

3. Court Facilities and Personnel: The City shall provide a suitable place for holding court and shall pay for all of the expenses of maintaining it. The City will also provide office space for the use of the Judge and will furnish supplies and equipment sufficient for the operation of the Weslaco Municipal Court. The City shall provide such personnel as is necessary to carry out the administration of the Weslaco Municipal Court. The Judge shall refer to the Weslaco City Manager all questions and issues concerning the administrative positions of the Weslaco Municipal Court.

4. Consideration: As consideration for services provided herein, the City agrees to pay the Judge the sum of $_____ yearly. Parties shall comply with all provisions of the Internal Revenue Code/as amended.

5. Presiding Judge: The Presiding judge is responsible for organizing and scheduling court activities, developing and implementing policies and procedures, allocating the workload and assigning cases, and supervising court support personnel.

6. Qualification: The Judge declares that he is qualified to serve as a Municipal Court Judge in that he is a citizen of the United States and the State of Texas.

7. Indemnity Agreement: The City shall defend, indemnify and hold the Judge harmless from any and all claims arising out of his good faith performance of duties and function as the Municipal Judge for the City.

EXECUTED on this the _____ day of _____, 2019 by the parties herein.

CITY OF WESLACO

_____

David Suarez, MAYOR

MUNICIPAL JUDGE

_____

Samuel V. Sanchez

ATTEST:

_____

Myra L. Ayala, CITY SECRETARY

APPROVED AS TO FORM:

_____

Juan E. Gonzalez, CITY ATTORNEY

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2335

From:

Subject:
Discussion and consideration on Resolution 2019-39 appointing a member to an expired term on the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.)

Background:

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Resolution

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

Aida Vega	Created/Initiated
Antonio Lopez	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Approve

Attachments, if any:
Ambulance Advisory Board 31119 mv, R2019-39 Ambulance Board

Responsibilities upon Approval:

AMBULANCE ADVISORY BOARD

TERM EXPIRES	FIRST NAME	LAST NAME
3/15/2020	Patrick	Gonzalez
2/16/2020	Sergio	Lozano, DDS
2/7/2020	Lt. Ted	Walensky
4/17/2021	Patrick B.	Kennedy
5/6/2019	Sandra	Esquivel
3/20/2021	George	Guerra
12/20/2020	Annette	Valadez

As of 31119 mv

No applicants as of March 18, 2019

RESOLUTION NO. 2019-39

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 _____ is appointed to serve on the Ambulance Advisory Board and the term will begin on _____, 20___, and will expire on _____, 20___.

PASSED AND APPROVED on this 2nd day of April, 2019.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Myra L. Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

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

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2316

From:

Subject:
Discussion and consideration on Resolution 2019-40 amending Resolution 2019-05 Section 1 of the Weslaco 2020 Complete Count Census Committee by appointing the Clean Sweep staff as members comprised from the following departments Police (1), Fire (1), Parks (1), Public Works (1), Human Resources (1), City Secretary (1) and Planning and Code Enforcement (2) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

Background:

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature
Resolution

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

Aida Vega	Created/Initiated
Joe Pedraza	New
Mike Perez	

City Manager Comments:
Approve.

Staff Recommendation:
Approve

Attachments, if any:
R2019-40 AMENDED Census Complete Count Committee (1) - creating committee

Responsibilities upon Approval:

RESOLUTION 2019-40

RESOLUTION AMENDING RESOLUTION NO. 2019-05 ESTABLISHING A WESLACO 2020 COMPLETE COUNT CENSUS COMMITTEE FOR THE CITY OF WESLACO, TEXAS TO HELP PROMOTE FULL PARTICIPATION IN THE 2020 CENSUS

WHEREAS, the United States Constitution mandates a census every 10 years to determine how many seats each state will have in the United States House of Representatives; and,

WHEREAS, 2020 Census will help decision-makers understand which neighborhoods need new schools and which ones need greater services for the elderly; and,

WHEREAS, 2020 Census will be the largest peacetime effort in the history of the United States; and,

WHEREAS, the City Commission recognizes the importance of a complete and accurate census count of residents for future allocation of federal and state funding of local programs; and,

WHEREAS, the City Commission encourages the residents to fully participate in the 2020 Census; and,

WHEREAS, the City Clean Sweep Committee comprised of eight (8) city staff will serve as members of the Weslaco 2020 Complete Count Census Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WESLACO, TEXAS THAT:

SECTION 1: The City Commission establishes the Weslaco 2020 Complete Count Census Committee which shall be comprised of 14 members to be appointed by the City Commission who shall serve from February 5, 2019 to July 31, 2020.

PASSED AND APPROVED on this 2nd day of April, 2019.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Myra L. Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

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

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2275

From:

Subject:
Discussion and consideration on Resolution 2019-08, 2019-09 and 2019-10 appointing members to the Weslaco 2020 Complete Count Census Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Background:
Commission action on February 5, 2019 approved Resolution 2019-05 creating a 14 member Complete Count Census Committee. Appointments are considered as interest is received.

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:
This item was tabled on March 5, 2019.

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 Rebekah De La Fuente Joe Pedraza Mike Perez	Created/Initiated New

City Manager Comments:
Approve.

Staff Recommendation:
Approve.

Attachments, if any:
2020 Census Count Committee, Applicants - 2020 Census Count Committee - as of 22519, R2019-08 Census Complete Count Committee (1), R2019-09 Census Complete Count Committee (1), R2019-10 Census Complete Count Committee (1)

Responsibilities upon Approval:
Execute and retain.

2020 CENSUS COUNT COMMITTEE

APPOINTED	NAME	TERM EXPIRES
2/5/2019	Sergio Garcia	TBD
2/5/2019	Irma Valerio-Salinas	TBD

as of 20619 mv

Applicants 2020 Census Count Committee

First name	Last name	Date Received
Eddie	Picasso	2/13/2019
Daniel	Montez	2/25/2019
Alejandro	Guerra	2/27/2019

As of 22719

RESOLUTION 2019-08

A RESOLUTION APPOINTING MEMBERS TO THE WESLACO 2020 COMPLETE COUNT CENSUS COMMITTEE FOR THE CITY OF WESLACO, TEXAS TO HELP PROMOTE FULL PARTICIPATION IN THE 2020 CENSUS

WHEREAS, the United States Constitution mandates a census every 10 years to determine how many seats each state will have in the United States House of Representatives; and

WHEREAS, 2020 Census will help decision-makers understand which neighborhoods need new schools and which ones need greater services for the elderly; and

WHEREAS, 2020 Census will be the largest peacetime effort in the history of the United States; and

WHEREAS, the City Commission recognize the importance of a complete and accurate census count of residents for future allocation of federal and state funding of local programs; and

WHEREAS, the City Commission encourages the residents to fully participate in the 2020 Census.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WESLACO, TEXAS THAT: the Weslaco 2020 Complete Count Census Committee be comprised of 14 members to be appointed by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Committee and the term will begin on _____, 20___, and will expire on _____, 20___.

PASSED AND APPROVED on this 2nd day of April, 2019.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Myra L Ayala Garza**, CITY SECRETARY**

APPROVED AS TO FORM:

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

RESOLUTION 2019-09

A RESOLUTION APPOINTING MEMBERS TO THE WESLACO 2020 COMPLETE COUNT CENSUS COMMITTEE FOR THE CITY OF WESLACO, TEXAS TO HELP PROMOTE FULL PARTICIPATION IN THE 2020 CENSUS

WHEREAS, the United States Constitution mandates a census every 10 years to determine how many seats each state will have in the United States House of Representatives; and

WHEREAS, 2020 Census will help decision-makers understand which neighborhoods need new schools and which ones need greater services for the elderly; and

WHEREAS, 2020 Census will be the largest peacetime effort in the history of the United States; and

WHEREAS, the City Commission recognize the importance of a complete and accurate census count of residents for future allocation of federal and state funding of local programs; and

WHEREAS, the City Commission encourages the residents to fully participate in the 2020 Census.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WESLACO, TEXAS THAT: the Weslaco 2020 Complete Count Census Committee be comprised of 14 members to be appointed by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Committee and the term will begin on _____, 20___, and will expire on _____, 20___.

PASSED AND APPROVED on this 2nd day of April, 2019.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Myra L Ayala Garza**, CITY SECRETARY**

APPROVED AS TO FORM:

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

RESOLUTION 2019-10

A RESOLUTION APPOINTING MEMBERS TO THE WESLACO 2020 COMPLETE COUNT CENSUS COMMITTEE FOR THE CITY OF WESLACO, TEXAS TO HELP PROMOTE FULL PARTICIPATION IN THE 2020 CENSUS

WHEREAS, the United States Constitution mandates a census every 10 years to determine how many seats each state will have in the United States House of Representatives; and

WHEREAS, 2020 Census will help decision-makers understand which neighborhoods need new schools and which ones need greater services for the elderly; and

WHEREAS, 2020 Census will be the largest peacetime effort in the history of the United States; and

WHEREAS, the City Commission recognize the importance of a complete and accurate census count of residents for future allocation of federal and state funding of local programs; and

WHEREAS, the City Commission encourages the residents to fully participate in the 2020 Census.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WESLACO, TEXAS THAT: the Weslaco 2020 Complete Count Census Committee be comprised of 14 members to be appointed by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Committee and the term will begin on _____, 20___, and will expire on _____, 20___.

PASSED AND APPROVED on this 2nd day of April, 2019.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Myra L Ayala Garza**, CITY SECRETARY**

APPROVED AS TO FORM:

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

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2218

From:
Joe Pedraza

Subject:
Discussion and consideration after public hearing on behalf of Della Fay Perez, to approve Ordinance 2019-07 to rezone 903 S Border Ave. also being a 0.70 acre tract of land being the north 185.00 feet of the south 360 feet of Lot 4, H.L. Stebbins Subdivision of the NW 10.00 ac of Farm Tract 672, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-07. Possible action. (This item was tabled on March 19, 2019; staffed by Planning and Code Enforcement Department.)

Background:
The applicant is requesting to rezone property from R-1 One-family dwelling district to R-2 Duplex and apartment district. Twenty (20) property owners within 200 feet of the applicant's property were notified by letter on January 25, 2019.

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 City Commission appeared in The Monitor on January 21, 2019.

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
Planning & Zoning Commission recommended approval on February 6, 2019.

Aida Vega	Created/Initiated
Joe Pedraza	Approved
Mike Perez	Final Approval

City Manager Comments:
Deny.

Staff Recommendation:
Staff recommends denial based on 2040 land use map.

Attachments, if any:
903 Border - Attachments, 903 S Border- Aerial, O2019-07 rezone 903 S Border

Responsibilities upon Approval:
Staff will notify applicant.

RECEIVED
JAN 15 2019
Planning & Code Enforcement

CITY ON THE GROW
CITY OF WESLACO

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 19-00005

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 4 Block 164

Subdivision Name Stebbins Subdivision

Street Address 903 S. Border Avenue

Existing Zoning _____ Existing Land Use _____

Proposed Zoning _____ Proposed Land Use R-2

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

APPLICANT

Name Della Fay Perez Phone 956-867-0755

Address 409 W. Nolana Avenue Fax: _____

City McAllen State Tx Zip Code 78504 E-Mail: dellafay@aol.com

OWNER

Name Green Valley Foundation, Inc. DBA Angels of Lo Phone (956) 972-0685

Address 409 W. Nolana Avenue Fax: _____

City McAllen State TX Zip Code 78504 E-Mail: angelsoflove0685@aol.

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 Della Fay Perez Date 1/14/2019
Owner

Signature Della Fay Perez Date 1/14/2019
Applicant

Signature _____ Date _____
Authorized Agent

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

2464554

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid_____

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

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

City Commission Notice of Public Hearing Published — Date _____

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

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

Ordinance No._____

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

THE INTENT OF ZONING

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

HOW AM I AFFECTED

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

A STATEMENT ON WESLACO'S ZONING ORDINANCE

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

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

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

REZONING APPLICATIONS INSTRUCTIONS

1. Application form must be completed in full with applicant's signature.
2. Statement must be attached to the application stating why the rezoning is requested and the type of operation to be conducted on the property.
3. A three-hundred dollar ($300.00) application fee must also be submitted along with the application.
4. Once the application is submitted in completed form, the Planning Department is required by State Law to notify by mail all property owners within the 200 foot radius of the affected proposed zone change and advertise in a newspaper fifteen (15) days prior to the public hearing to be held by both the Planning and Zoning and City Commissions on the zone change request.
5. After the Planning and Zoning Commission meeting, the request will be placed on the next available City Commission agenda for final consideration.
6. Should the Planning and Zoning Commission or the owners of 20% of the property within the 200 foot radius of the proposed zone change request, oppose the request, a ¾th vote will be required by the City Commission to receive approval.
7. Only after the second and final reading by the City Commission of the rezoning ordinance, may the activity proposed on the property begin operation after all appropriate permits have been issued.

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

REZONING DETAILED SITE PLAN & MAP

ANGELS OF LOVE RGV

409 W. Nolana Avenue, McAllen, Texas 78504
Phone: (956) 972-0685
Email: angelsoflove0685@aol.com

REZONING DIMENSION SITE PLAN

TO: WESLACO PLANNING AND ZONING COMMISSION
FROM: ANGELS OF LOVE RGV
DATE: JANUARY 14, 2019

Dear Committee members,

Angels of Love was founded with the purpose of developing a full array of services for children and families who are victims of abuse. It is our intention to fill the service gaps left by underfunded and understaffed governmental services to children and their families. Our mission is "To provide abused and neglected women and children of the Rio Grande Valley, and their families with individualized services in a safe and loving environment in order to provide them with the tools necessary to restore each woman and child to a healthy self-worth and healthy family setting". We attempt to accomplish this through the following:

ADVOCACY- Advocacy is speaking on behalf of others to get something done. Angels of Love serves as a catalyst for advocating for women and children victims of abuse in the Rio Grande Valley. We do this by speaking on behalf of women and children and families to local officials, state-level officials, and federal policy-makers. We work with fellow advocates and partner with other organizations that share common goals in order to increase our overall power and influence. Angels of Love provides community-based prevention activities, public awareness, and educational programs and initiatives. In 2018, Angels of Love applied for a grant

to be able to offer legal advocacy services and protective order clinics to victims of domestic abuse. If approved, the program will commence in October 2018.

VICTIM & FAMILY SUPPORT- Family support services are community-based services that assist and support parents in their role as caregivers. Such services can take many different forms depending on the strengths and needs of the family. In 2012, Angels of Love began offering the **"Empowerment for Victims and Families"** a domestic violence for Victims course. These classes are held in Edinburg every Monday night. In 2015, Angels of Love began offering **"Expect Respect"** a teen dating violence prevention course to local school districts, juvenile offenders, and the community. In 2017 we began offering the **Kind Girls** and **Girl Power** programs for young girls. The youth programs are held in the summer at various hotel conference room locations.

EMERGENCY SHELTER- It is the mission and intent of Angels of Love to open a shelter for women and children who are victims of violence and abuse. We are currently working to raise awareness about the issue, and seeking resources to make this shelter a reality. Women and children who have experienced abuse deserve to feel safe, and protected. The shelter will provide professionals trained in trauma-informed care, to ensure a consistent and supportive approach to victims in crisis situations. While in the shelter they will receive basic needs such as food and clean clothes, Individual and Group therapy, Job Skills and Medical care.

The plan for this home that has been given to us is to house the women and children victims of domestic violence for a period of no more than 90 days in order to give them the Emergency Shelter basic services described above and help them with a long term safety plan for their future. The victims will live in the home and receive individual counseling in the home. The job skills training, medical care, etc... will be obtained outside of the home. Angels of Love has an office location in McAllen where the remainder of any services will be provided. We are looking for a commercial location in Weslaco for the office; but at this time the intake will be done in the McAllen office.

The residence will continue to look just like it does now, like a normal residential home in the neighborhood. No one passing by will know that it is a residence for victims of

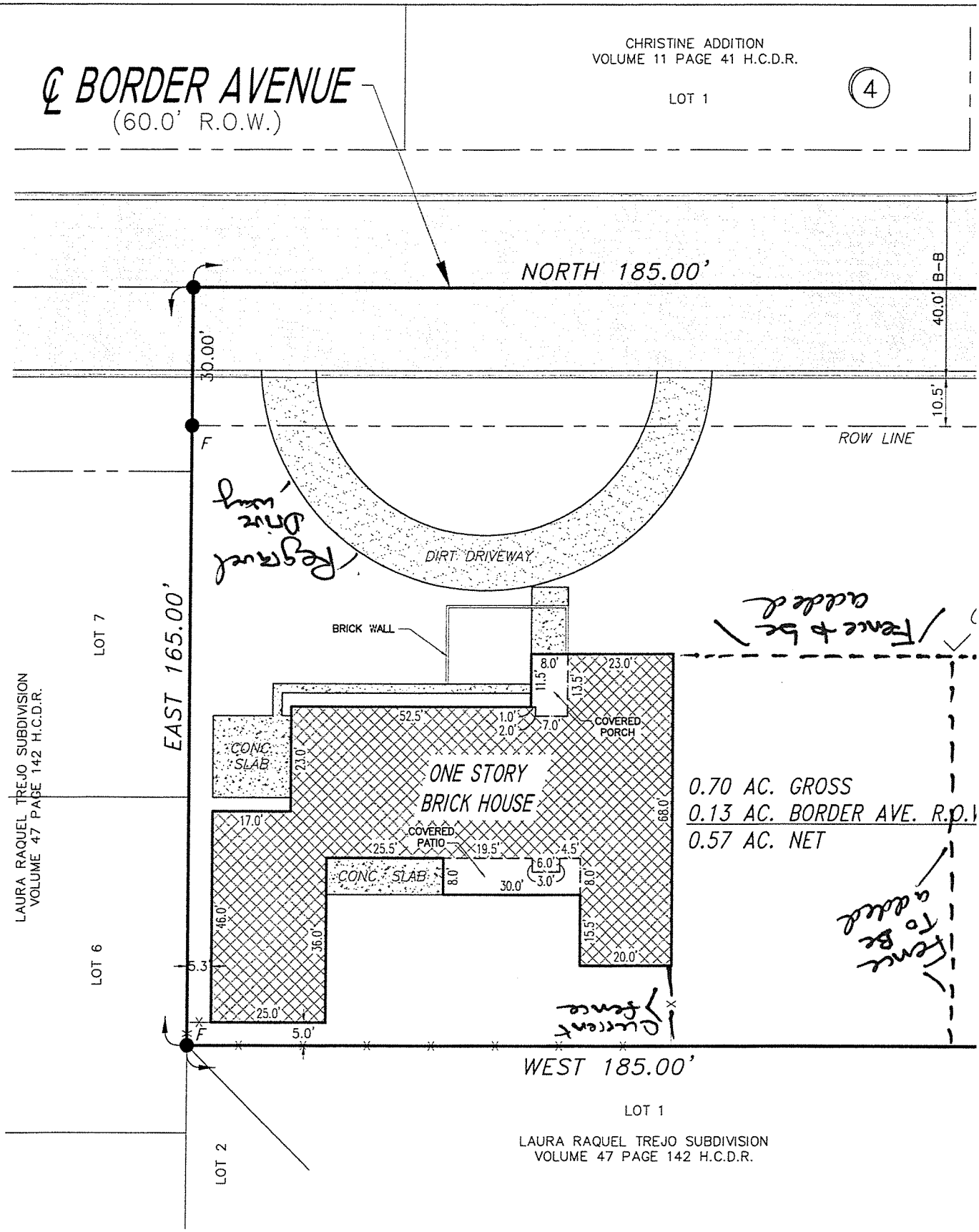
domestic violence. There will no changes made to the outside to indicate that it is any kind of commercial location. We will not have a sign indicating that it is a shelter. We are trying to keep the location as secret as possible. The only physical changes we will add is a fence on the north and west side of the residence. This change is to add a secure playground area for the children. See the attached diagram. Exhibit A. We will also be regraveling the driveway in the front of the house.

Sincerely,

Della Fay Perez- Rodriguez, CEO

EXHIBIT A

DETAILED SITE PLAN MAP



LEGEND:
F – FOUND 1/2"ø IRON ROD

FIRM:
FLOOD INSURANCE RATE M
COMMUNITY-PANEL NUMBE
480349 0005 B
MAP REVISED: 03/04/198
THIS ZONE IS IN FLOOD A

IRS 501 C 3 DETERMINATION LETTER & ASSUMED NAME CERTIFICATE

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 25 2014

GREEN VALLEY FOUNDATION INC
4020 N 22ND STREET
MCALLEN, TX 78504

Employer Identification Number:
74-3018501
DLN:
404177032
Contact Person:
SHERRI L ROYCE ID# 31653
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated October 30, 2002, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,

Tamera Ripperda

Director, Exempt Organizations

Letter 1050

IRS 501 C3 DETERMINATION LETTER

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 25 2014

GREEN VALLEY FOUNDATION INC
4020 N 22ND STREET
MCALLEN, TX 78504

Employer Identification Number:
74-3018501
DLN:
404177032
Contact Person:
SHERRI L ROYCE
ID# 31653
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated October 30, 2002, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,

Tamera Ripperda

Director, Exempt Organizations

Letter 1050

ASSUMED NAME CERTIFICATE

Form 503
(Revised 01/06)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: $25

Assumed Name Certificate

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
JUL 18 2008
Corporations Section

Assumed Name

The assumed name under which the business or professional service is, or is to be, conducted or rendered is: Angels of Love

Entity Information

The name of the entity filing the assumed name is:

Green Valley Foundation, Inc.

State the name of the entity as currently shown in the records of the secretary of state or on its certificate of formation, if not filed with the secretary of state.

The filing entity is a: (Select the appropriate entity type below.)

- ☐ For-profit Corporation
- ☒ Nonprofit Corporation
- ☐ Cooperative Association
- ☐ Limited Liability Company
- ☐ Professional Corporation
- ☐ Professional Limited Liability Company
- ☐ Professional Association
- ☐ Limited Partnership
- ☐ Other _____

Specify type of entity if there is no check box applicable.

The file number, if any, issued to the filing entity by the secretary of state is: 800023668

The state, country, or other jurisdiction of formation is: Texas

The registered or similar office of the entity in the jurisdiction of formation is:

4020 N. 22nd Street, McAllen, Texas 78504

☒ The entity is required to maintain a registered office and agent in Texas. The address of its registered office in Texas and the name of the registered agent at such address is:
Della Fay Perez, Attorney at Law, 4020 N. 22nd Street, McAllen, Texas 78504

The address of the principal office of the entity (if not the same as the registered office) is:

4020 N. 22nd Street, McAllen, Texas 78504

☐ The entity is not required to maintain a registered office and agent in Texas. Its office address in

RECEIVED
JUL 18 2008
Secretary of State

in Texas is: _____

☐ The entity is not incorporated, organized or associated under the laws of Texas. The address of the principal place of business in this state is: _____

The office address of the entity is: _____

Period of Duration

☒ The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

OR

☐ The period during which the assumed name will be used is _____ years from the date of filing with the secretary of state (not to exceed 10 years).

OR

☐ The assumed name will be used until _____ (not to exceed 10 years).
mm/dd/yyyy

County or Counties in which Assumed Name Used

The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

☐ All counties

☐ All counties with the exception of the following counties: _____

☒ Only the following counties: Hidalgo and Brooks

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: July 8, 2008

President & CEO

Signature and title of authorized person(s) (see instructions)

BOARD RESOLUTION

ANGELS OF LOVE RGV

409 W. Nolana Avenue, McAllen, Texas 78504
Phone: (956) 972-0685
Email: angelsoflove0685@aol.com

RESOLUTION OF THE BOARD OF DIRECTORS

Minutes of the meeting of the Board of Directors, on the 10th day of January, 2019.

A regular meeting of the Board of Directors of Angels of Love (hereinafter referred to as "Corporation") was duly held in accordance with the articles of Association /Bylaws of the Corporation.

Present at the meeting were a quorum of the Board of Directors. The following Directors were in attendance: Della Fay Perez, Elizabeth Martinez, Patty Lerma, Oralia Jones, and Cynthia Martinez.

The meeting of the Directors undertook the following Corporate Resolution, which has been recorded in the Minute of the Book of the Corporation.

It was unanimously resolved to accept and adopt the following resolution: Della Fay Perez-Rodriguez as CEO of the organization has the power and authorization to file an application with the City of Weslaco Planning and Rezoning division to rezone the property at 903 S. Border Weslaco, Texas 78596 which owned by the organization.

There being no further business, the meeting was declared adjourned, and in witness thereof, the directors signed below on the first written above.

Signed and sealed this 10th day of January, 2019.

Della Fay Perez- Rodriguez / CEO

Patty Lerma, Board of Director as Acting Secretary

LEGAL DESCRIPTION AND SURVEY

METES AND BOUNDS DESCRIPTION
FOR A
0.70 OF AN ACRE TRACT

A 0.70 of an acre tract of land being the north 185.00 feet of the south 360.00 feet of Lot 4, H. L. Stebbins Subdivision of the Northwest 10.00 acres of Farm Tract 672, Block 164, West Tract Subdivision, as recorded in Volume 2, Pages 43, Map Records, Hidalgo County, Texas, also being that certain Tract described in Special Warranty Deed with Vendor's Lien recorded in Document #2707315, Official Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a point on the centerline of Border Road also being the west line of said Lot 4, H. L. Stebbins Subdivision, being the most southerly northwest corner of Laura Raquel Trejo Subdivision as recorded in Volume 47, Page 142, Map Records, Hidalgo County, Texas, for the southwest corner of herein described tract. Said point bears South 485.00 feet from the northwest corner of said Lot 4, H. L. Stebbins Subdivision.

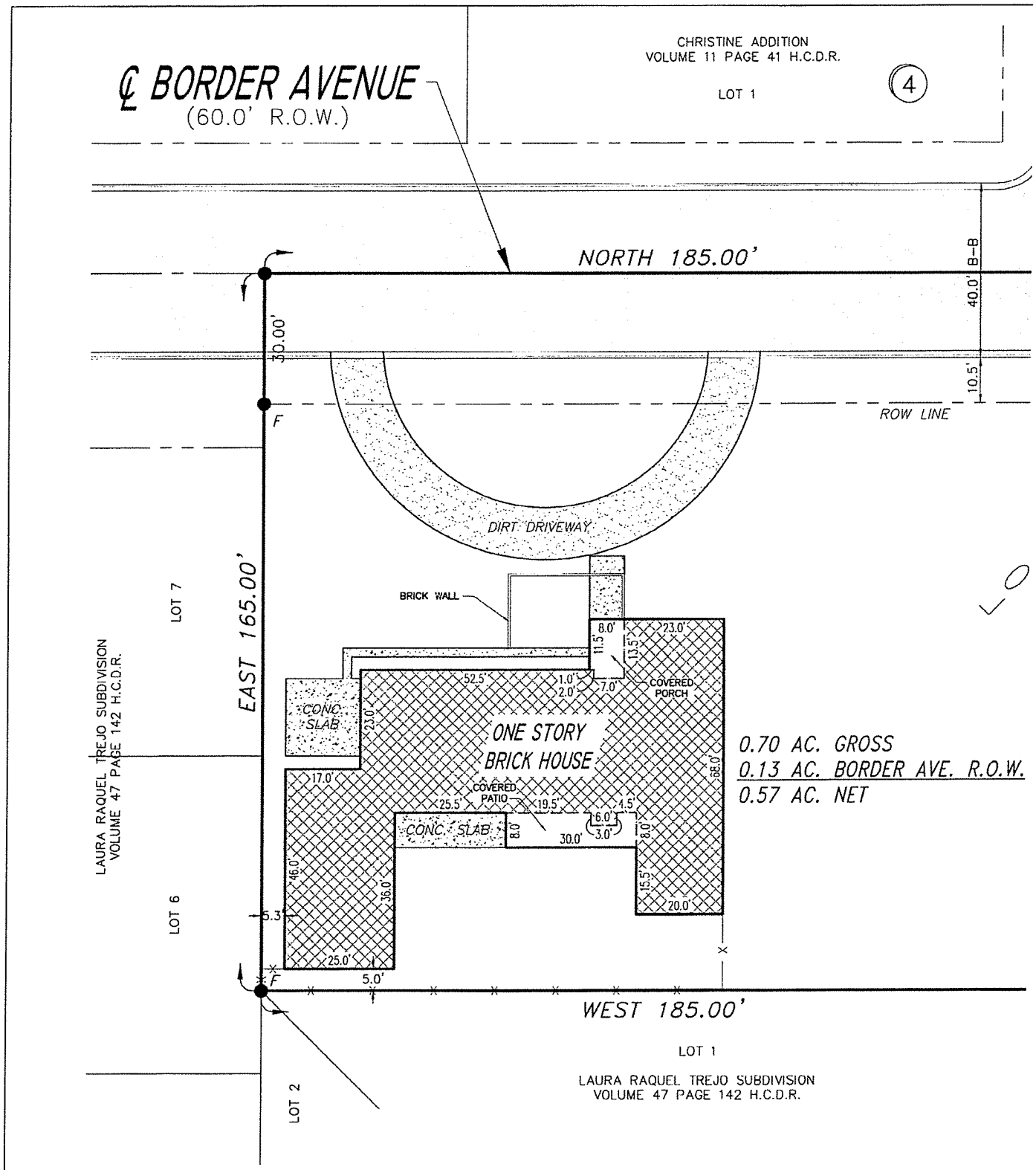
THENCE North 185.00 feet along said centerline of Border Road also being the west line of said Lot 4,H. L. Stebbins Subdivision, to a point for the northwest corner of herein described tract.

THENCE East parallel to the north line of said Lot 4, H. L. Stebbins Subdivision, pass at 30.00 feet a found one-half inch iron rod being the east Right-of-Way line of said Border Road and continuing for a total distance of 165.00 feet to a found one-half inch iron rod on the east line of said Lot 4, H. L. Stebbins Subdivision, being the most northerly northwest corner of said Laura Raquel Trejo Subdivision, for the northeast corner of herein described tract.

THENCE South 185.00 feet along said east line of Lot 4, H. L. Stebbins Subdivision, also being the west line of said Laura Raquel Trejo Subdivision, to a found one-half inch iron rod being an interior corner of said Laura Raquel Trejo Subdivision, for the southeast corner of herein described tract.

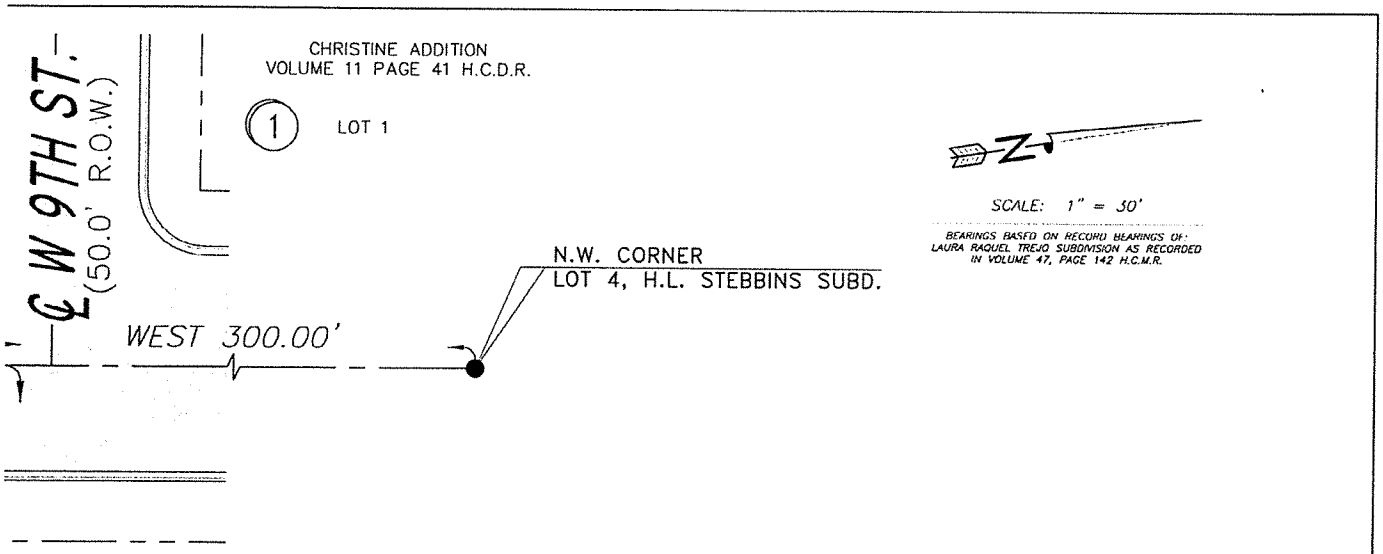
THENCE West along the north line of said Laura Raquel Trejo Subdivision being parallel to the south line of said Lot 4,H. L. Stebbins Subdivision, pass at 135.00 feet a found one-half inch iron rod being the east Right-of-Way line of said Border Road and continuing for a total distance of 165.00 feet to the point of beginning and containing 0.70 of an acre (30,525 square feet) of land, more or less.

JOB NO.: 2017-033.WEST TRACT.STEBBINS
R. E. GARCIA & ASSOCIATES



LEGEND:
F – FOUND 1/2"ø IRON ROD

FIRM:
FLOOD INSURANCE RATE MA
COMMUNITY-PANEL NUMBER
480349 0005 B
MAP REVISED: 03/04/1980
THIS ZONE IS IN FLOOD ARE



PLAT SHOWING

EAST 165.00'

A 0.70 OF AN ACRE TRACT OF LAND BEING THE NORTH 185.00 FEET OF THE SOUTH 360.00 FEET OF LOT 4, H. L. STEBBINS SUBDIVISION OF THE NORTHWEST 10.00 ACRES OF FARM TRACT 672, BLOCK 164, WEST TRACT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGES 43, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT #2707315, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE PLAT OF THE LANDS AS SURVEYED UNDER MY DIRECTION AND THAT THERE ARE NO VISIBLE DISCREPANCIES, VISIBLE EASEMENTS, CONFLICTS SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, PROTRUSIONS, EXCEPT AS SHOWN.

STATE OF TEXAS
REGISTERED
RAUL E. GARCIA
4204
PROFESSIONAL
LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR # 4204

LOT LINE

INSTRUMENT NO. 1580433 H.C.O.R.

LOT 3

This survey is being provided solely for the use of the current parties and that no license has been created, expressed or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within a six (6) months time period.

NOTE:
OVERHEAD AND UNDERGROUND FACILITIES ARE NOT SHOWN ON THIS SURVEY.

SURVEY COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

R.E. Garcia Associates

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F-5001) & SURVEYOR (10015300)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGAASSOC@AOL.COM

TITLE: *IMPROVEMENTS SURVEY*

DATE: MARCH 02, 2017 REV:

JOB # 2017-033 BOOK T-139/PG.13

SCALE: 1" = 30'

DRAWN BY: D.E.S.

TAX EXEMPTION APPROVAL LETTER

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Property Records Fax: (956) 289-2193

www.hidalgoad.org

BOARD OF DIRECTORS
Richard A. Garza Chairman
David Hernandez Vice-Chairman
Amador Requenez Secretary
Albert D. Cardenas Member
Aquiles "Jimmy" Garza Member
Pablo "Paul" Villarreal, Jr. Member

May 19, 2016

GREEN VALLEY FOUNDATION INC
DBA ANGELS OF LOVE
4305 N 10TH ST STE G

MCALLEN,TX78504

Prop.Id : 326594
Geo.Id : W3800-00-672-0000-20
Legal : WEST TRACT FT 672 LT 4 N 185'- S 360' 0.57 AC

Dear GREEN VALLEY FOUNDATION INC

The Hidalgo County Appraisal District has reviewed the application filed for full exempt status, under Section 11.18 of the Property Tax Code (Charitable Organization). Upon considering all pertinent facts, it is the decision of the Appraisal District that your application be granted exemption for 2016 as of deed filing status 4/27/2016 and forward. You are not required to reapply each year unless one of the following circumstances applies.

1) The exempt property changes ownership
2) The qualifications for exemption change.
3) You are requested to do so by the Chief Appraiser.

Should you have any questions you may contact our Property Records personnel.

Respectfully,

Blanca Perez
Property Records Department

Hidalgo CAD

Property Search Results > 326594 GREEN VALLEY FOUNDATION INC for Year 2019

Property

Account

Property ID:	326594	Legal Description:	WEST TRACT FT 672 LT 4 N 185'- S 360' 0.57 AC
Geographic ID:	W3800-00-672-0000-20	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	903 BORDER AVE TX	Mapsco:	
Neighborhood:	WEST TRACT	Map ID:	
Neighborhood CD:	W380000		

Owner

Name:	GREEN VALLEY FOUNDATION INC	Owner ID:	1074252
Mailing Address:	DBA ANGELS OF LOVE 4305 N 10TH ST STE G MCALLEN, TX 78504-2976	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$110,389		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$62,073	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0

(=) Market Value:	=	$172,462		
(–) Ag or Timber Use Value Reduction:	–	$0		

(=) Appraised Value:	=	$172,462		
(–) HS Cap:	–	$0		

(=) Assessed Value:	=	$172,462		

Taxing Jurisdiction

Owner: GREEN VALLEY FOUNDATION INC

% Ownership: 100.0000000000%

Total Value: $172,462

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$172,462	$0	$0.00
CWL	CITY OF WESLACO	0.666700	$172,462	$0	$0.00
DR1	DRAINAGE DISTRICT #1	0.095100	$172,462	$0	$0.00
GHD	HIDALGO COUNTY	0.580000	$172,462	$0	$0.00
JCC	SOUTH TEXAS COLLEGE	0.178000	$172,462	$0	$0.00
R02	ROAD DIST 02	0.000000	$172,462	$0	$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	$172,462	$0	$0.00
SWL	WESLACO ISD	1.159700	$172,462	$0	$0.00
	Total Tax Rate:	2.728700			
				Taxes w/Current Exemptions:	$0.00
				Taxes w/o Exemptions:	$4,705.97

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 3274.0 sqft **Value:** $110,389

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	BRKAV - 6P	DBRK	1985	3274.0
POR	PORCH (COVERED)	*		1985	98.0
PAT	PATIO	*		1985	270.0
STG	STORAGE	*		1985	210.0
GAR	GARAGE	*		1985	880.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.5700	24829.20	0.00	0.00	$62,073	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	$110,389	$62,073	0	172,462	$0	$172,462
2018	$110,389	$62,073	0	172,462	$0	$172,462
2017	$110,389	$62,073	0	172,462	$0	$172,462
2016	$107,712	$62,073	0	169,785	$0	$169,785
2015	$111,187	$62,073	0	173,260	$0	$173,260
2014	$117,330	$62,073	0	179,403	$0	$179,403
2013	$132,974	$31,037	0	164,011	$0	$164,011
2012	$132,974	$31,037	0	164,011	$0	$164,011
2011	$132,974	$31,037	0	164,011	$0	$164,011
2010	$132,974	$31,037	0	164,011	$0	$164,011
2009	$132,974	$31,037	0	164,011	$0	$164,011
2008	$132,974	$31,037	0	164,011	$0	$164,011

2007	$153,652	$24,829	0	178,481	$0	$178,481
2006	$117,183	$24,829	0	142,012	$0	$142,012
2005	$125,703	$22,346	0	148,049	$0	$148,049

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/27/2016	SVD	SPEC WD/VEN LIEN	AVILES WILFREDO A & CRISTELA V	GREEN VALLEY FOUNDATION INC			2707316
2	11/20/2014	FCL	FORECLOSURE	CORONADO ELIZABETH	AVILES WILFREDO A & CRISTELA V			2565605
3	10/31/2013	SVD	SPEC WD/VEN LIEN	AVILES WILFREDO & CRISTELA	CORONADO ELIZABETH			2460414

Tax Due

Property Tax Information as of 01/14/2019

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Website version: 1.2.2.14 Database last updated on: 1/13/2019 11:54 PM © N. Harris Computer Corporation

CERTIFIED COPIES OF DEEDS

Doc-2707315

VG-120-2016-2707315

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

Document No: 2707315

Recorded On: April 27, 2016 11:07 AM

Billable Pages: 2

Number of Pages: 3

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

Total Recording: 40.00

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

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

File Information:
Document No: 2707315
Receipt No: 20160427000205
Recorded On: April 27, 2016 11:07 AM
Deputy Clerk: Pete Diaz
Station: CH-1-CC-K22

Record and Return To:
Angels of Love

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

Date: 1-14-19
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: _____
Deputy Clerk

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

Date: APRIL 12, 2016

Grantor: WILFREDO AND CRISTELA AVILES
Grantor's Mailing Address (including county):
2600 WILDWOOD DRIVE
WESLACO, TEXAS 78596
HIDALGO County

Grantee: GREEN VALLEY FOUNDATION, INC DBA ANGELS OF LOVE
Grantee's Mailing Address (including county):
4305 N. 10TH STREET, STE G
MCALLEN, TEXAS 78504
HIDALGO County

Consideration: TEN DOLLARS AND NO/100 DOLLARS ($10.00) and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to CRISTELA AVILES, Trustee.

Property (including any improvements):

Legal Description: The North 185 feet of the South 360 feet of Lot 4, STEBBINS SUBDIVISION, Hidalgo County, Texas according to map thereof recorded in Volume 2, Page 43, Map records of Hidalgo County, Texas

Reservations From and Exceptions to Conveyance and Warranty:

A lien securing a promissory note in the original principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00), which is described in and secured by a deed of trust recorded of the Official Public Records of Real Property of Hidalgo County, Texas. Grantee does not assume payment of the note or liability under any instrument securing it.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any

COUNTY COURT COUNTY OF HIDALGO, TEXAS
Date: 1-19-19
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: Deputy Clerk

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

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

WILFREDO A. AVILES
GRANTOR

CRISTELA V. AVILES
GRANTOR

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on APRIL 12, 2016, by WILFREDO A. AVILES and CRISTELA V. AVILES.

MARIA GUADALUPE HERRERA
MY COMMISSION EXPIRES
December 20, 2016

Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:

LAW OFFICE OF DELLA FAY PEREZ, PLLC
4305 N. 10TH STREET, STE G
MCALLEN, TEXAS 78504

AFTER RECORDING RETURN TO:
GREEN VALLEY FOUNDATION, INC. DBA ANGELS OF LOVE
4305 N. 10TH STREET, STE H
MCALLEN, TEXAS 78504

COUNTY COURT * COUNTY OF HIDALGO, TEXAS *

Date: 1-14-19
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: _____ Deputy Clerk

Doc-2707316

VG-120-2016-2707316

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

Document No: 2707316

Billable Pages: 5

Recorded On: April 27, 2016 11:07 AM

Number of Pages: 6

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

Total Recording: 52.00

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

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

File Information:
Document No: 2707316
Receipt No: 20160427000205
Recorded On: April 27, 2016 11:07 AM
Deputy Clerk: Pete Diaz
Station: CH-1-CC-K22

Record and Return To:
Angels of Love

STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

Date: 1-14-19
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: _____
Deputy Clerk

DEED OF TRUST

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

Date: APRIL 12, 2016

Grantor: WILFREDO AND CRISTELA AVILES
Grantor's Mailing Address (including county):
2600 WILDWOOD DRIVE
WESLACO, TEXAS 78596
HIDALGO County

Grantee: GREEN VALLEY FOUNDATION, INC DBA ANGELS OF LOVE
Grantee's Mailing Address (including county):
4305 N. 10TH STREET, STE G
MCALLEN, TEXAS 78504
HIDALGO County

Trustee: CRISTELA AVILES
Trustee's Mailing Address (including county):
CRISTELA AVILES
2600 WILDWOOD DRIVE
WESLACO, TEXAS County

Beneficiary: GREEN VALLEY FOUNDATION, INC DBA ANGELS OF LOVE
Beneficiary's Mailing Address (including county):
4305 N. 10TH STREET, STE G
MCALLEN, TEXAS 78504
HIDALGO County

Note:
Date: APRIL 12, 2016
Amount: $ 150,000.00
Maker: GREEN VALLEY FOUNDATION, INC, DBA ANGELS OF LOVE
Payee: WILFREDO AND CRISTELA AVILES
Final Maturity Date: as therein provided

Terms of Payment: $1,000.00 PER MONTH BEGINNING AUGUST 1, 2016 AND LIKE PAYMENTS OF $1,000.00 TO BE MADE ON THE 1ST DAY OF EACH AND EVERY MONTH FOR ONE HUNDRED FIFTY MONTHS AND UNTIL PAID IN FULL.

COUNTY COURT COUNTY OF HIDALGO TEXAS
Date: 1-14-19
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: Deputy Clerk

Property (including any improvements):

Legal Description: The North 185 feet of the South 360 feet of Lot 4, STEBBINS SUBDIVISION, Hidalgo County, Texas according to map thereof recorded in Volume 2, Page 43, Map records of Hidalgo County, Texas

Prior Lien(s) (including recording information): NONE

Other Exceptions to Conveyance and Warranty: None

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. Keep the property in good repair and condition;
2. Pay all taxes and assessments on the property when due;
3. Preserve the lien's priority as it is established in this deed of trust;
4. Maintain, in a form acceptable to Beneficiary, an insurance policy that:
   a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
   b. contains an 80% coinsurance clause;
   c. provides fire and extended coverage, including windstorm coverage;
   d. protects Beneficiary with a standard mortgage clause;
   e. provides flood insurance at any time the property is in a flood hazard area; and
   f. contains such other coverage as Beneficiary may reasonably require;
5. Comply at all times with the requirements of the 80% coinsurance clause;
6. Deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. Keep any buildings occupied as required by the insurance policy; and
8. If this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be

COUNTY COURT COUNTY OF HIDALGO TEXAS
Date: 1-14-19
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: Deputy Clerk

reimbursed shall be secured by this deed of trust.

5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
   a. declare the unpaid principal balance and earned interest on the note immediately due;
   b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
   c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. Sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. From the proceeds of the sale, pay, in this order:
   a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
   b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
   c. any amounts required by law to be paid before payment to Grantor; and
   d. to Grantor, any balance.

General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceedings under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent

COUNTY COURT COUNTY OF HIDALGO TEXAS
Date: 1-14-19
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: _____ Deputy Clerk

and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term "note" includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
13. Grantor represents that this deed of trust and the note are given for the following purposes:

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

WILFREDO AVILES
GRANTOR

CRISTELA AVILES
GRANTOR

Date: 1-14-19
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: _____ Deputy Clerk
COUNTY COURT COUNTY OF HIDALGO TEXAS

GREEN VALLEY FOUNDATION, INC. DBA
ANGELS OF LOVE
BENEFICIARY

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on APRIL 12, 2016, by WILFREDO AVILES and CRISTELA AVILES.

MARIA GUADALUPE HERRERA
MY COMMISSION EXPIRES
December 20, 2016

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on APRIL 12, 2016, by GREEN VALLEY FOUNDATION, INC. DBA ANGELS OF LOVE.

MARIA GUADALUPE HERRERA
MY COMMISSION EXPIRES
December 20, 2016

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
LAW OFFICE OF DELLA FAY PEREZ, PLLC
4305 N. 10TH STREET, STE G
MCALLEN, TEXAS 78504

AFTER RECORDING RETURN TO:
GREEN VALLEY FOUNDATION, INC. DBA ANGELS OF LOVE
4305 N. 10TH STREET, STE H
MCALLEN, TEXAS 78504

COUNTY COURT COUNTY OF HIDALGO TEXAS
Date: 1-14-19
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: _____ Deputy Clerk

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

January 25, 2019

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 6, 2019 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, February 19, 2019 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONE REQUEST:

Della Fay Perez is requesting to rezone 903 S Border Ave. Also being a 0.70 acre tract of land being the north 185.00 feet of the south 360 feet of Lot 4, H.L. Stebbins Subdivision of the NW 10.00 ac of Farm Tract 672, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district.

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

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

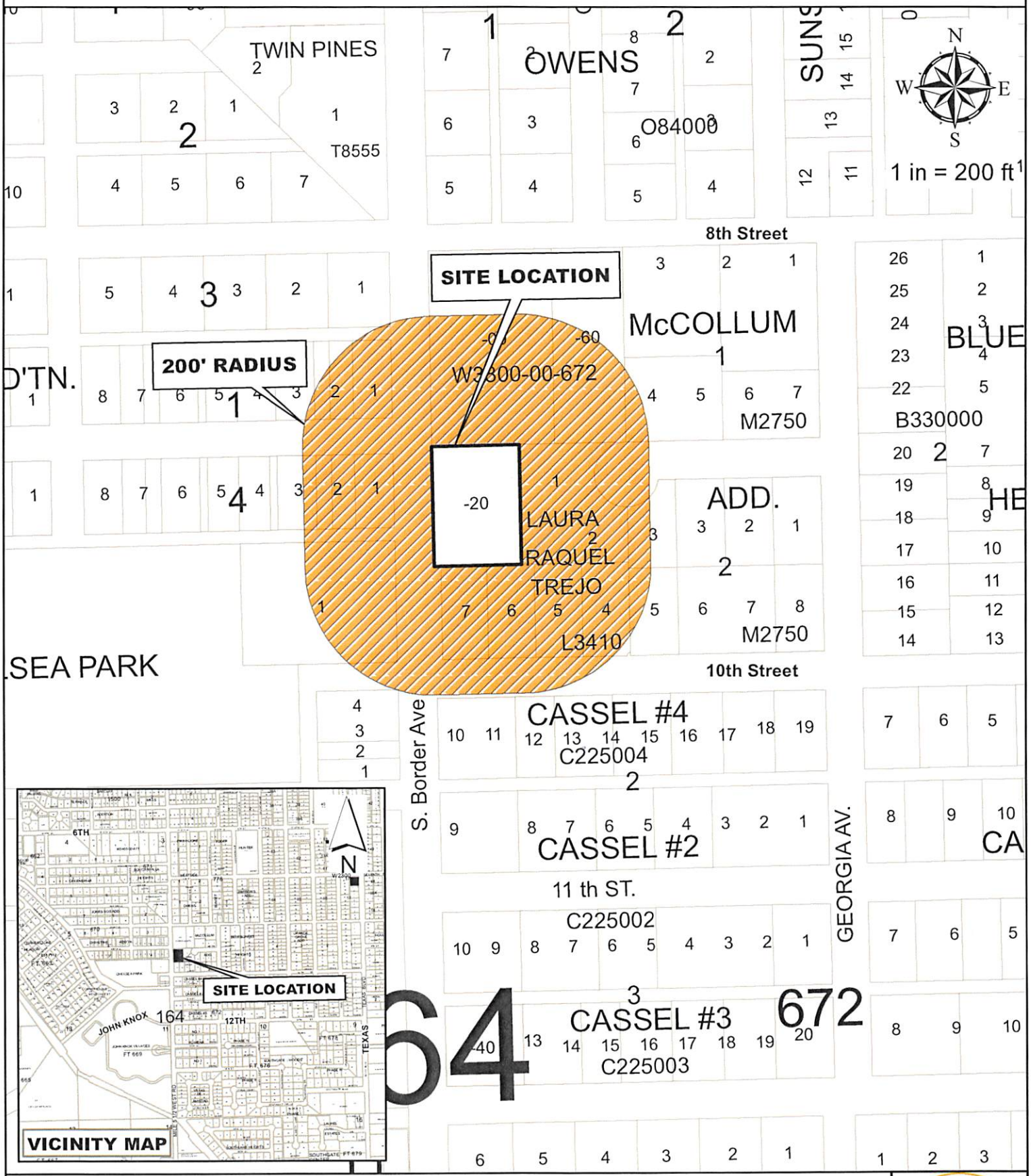
Sincerely,

Rebekah de la Fuente
Senior Planner

Planning & Code Enforcement

CITY OF WESLACO

Planning & Code Enforcement



Green Valley Foundation Inc
903 S. Border Ave
Lot 4 & Block 164

Purpose for the rezone request

Existing zoning: Residential
Existing land use: R-1
Prop Request: R-2

CITY ON THE GROW
CITY OF WESLACO

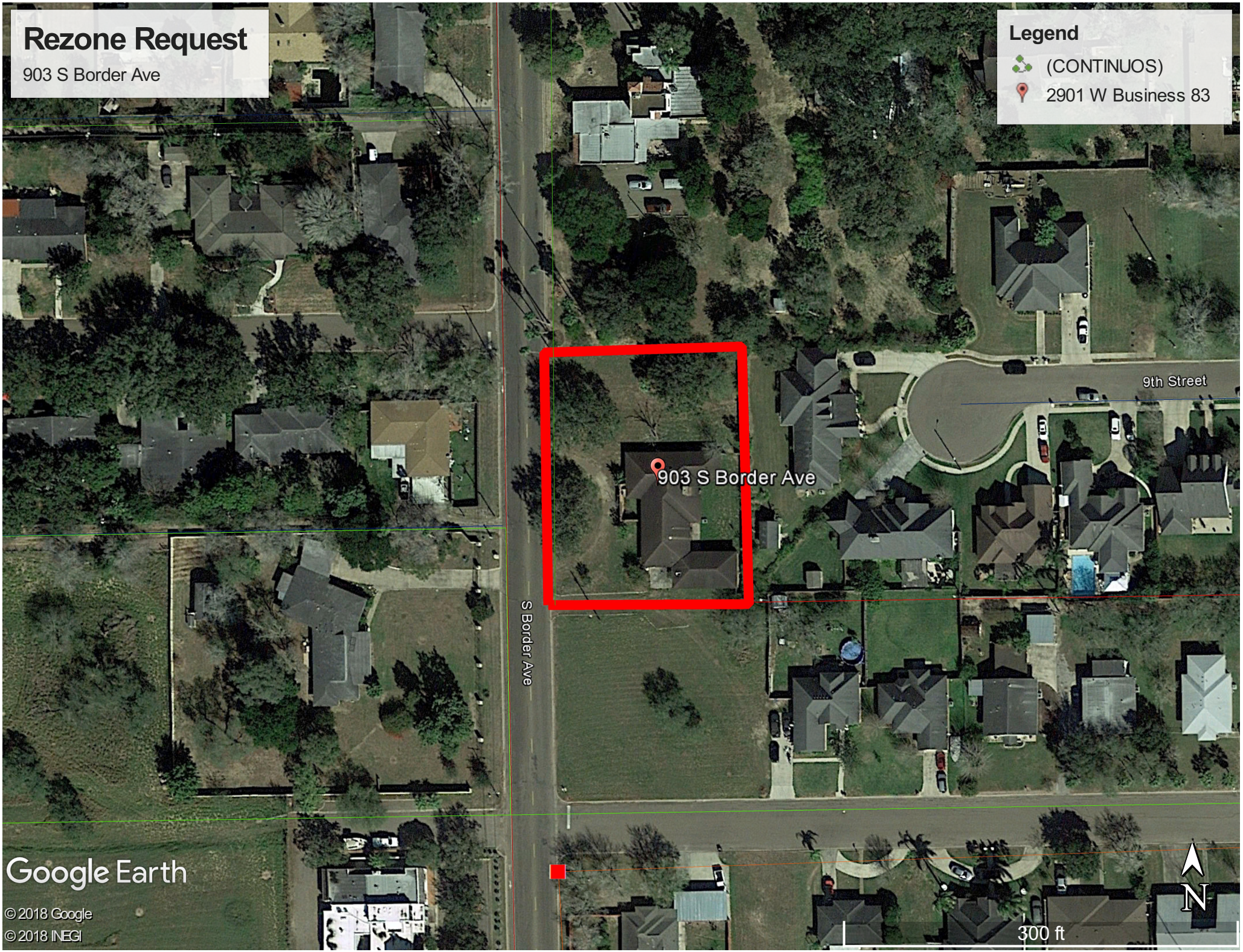
City of Weslaco Code Enforcement Dept.

JAN 21, 2019

HOBART, GENE 1002 S BORDER AVE WESLACO TX 78596-7424	C4130-00-000-0004-00 CHELSEA PARK LOT 4 1000 S BORDER AVE	L: 14550 B: 39951
HOBERT, GENE 1002 S BORDER AVE WESLACO TX 78596-7424	C4130-00-000-0004-01 CHELSEA PARK LOT 4-A	L: 983 B: 0
MICHEL, BAYARD 3810 CIELO BLANCO WESLACO TX 78596-3784	C4300-00-001-0001-00 CHRISTINE ADDITION LOT 1 & E36' 0 W 9TH ST	L: 37440 B: 73156
SEPULVEDA JAMEY LYNN 906 W 9TH ST WESLACO TX 78596-6712	C4300-00-001-0003-00 CHRISTINE ADDITION W24' LOT 2, A 8' LOT 5 BLK 1 906 W 9TH ST	L: 71136 B: 119878
ESQUIVEL SANDRA MD 2105 S WESTGATE DR WESLACO TX 78596-9411	C4300-00-004-0001-00 CHRISTINE ADDITION LOT 1 & E36' 901 W 9TH ST	L: 35712 B: 90007
GARZA RICARDO 905 W 9TH ST WESLACO TX 78596	C4300-00-004-0002-00 CHRISTINE ADDITION W24' LOT 2, A T 4 BLK 4 905 W 9TH ST	L: 35712 B: 57288
TODD RAYMOND L 729 W 8TH ST WESLACO TX 78596	J8100-00-003-0001-00 JONES VOS LOT 1 BLK 3 800 S BORDER AVE	L: 36984 B: 44386
RANA RIZWANA N & AMIR A 805 W 9TH ST WESLACO TX 78596-5108	L3410-00-000-0001-00 LAURA RAQUEL TREJO LOT 1 805 W 9TH ST	L: 48012 B: 198461
PENA, SARITA 801 W 9TH ST WESLACO TX 78596-5108	L3410-00-000-0002-00 LAURA RAQUEL TREJO LOT 2 0 W 9TH ST	L: 36030 B: 165804
PHILLIPS GREGORY K & DALIA 711 W 9TH ST WESLACO TX 78596-5107	L3410-00-000-0003-00 LAURA RAQUEL TREJO LOT 3 711 W 9TH ST	L: 30258 B: 125585
RODRIGUEZ BRENDA M & RENE P & 800 W 10TH ST WESLACO TX 78596-2600	L3410-00-000-0004-00 LAURA RAQUEL TREJO LOT 4 800 W 10TH ST	L: 37048 B: 89845
MARTINEZ ORFELINDA 804 W 10TH ST WESLACO TX 78596-2600	L3410-00-000-0005-00 LAURA RAQUEL TREJO LOT 5 804 W 10TH ST	L: 37048 B: 100941

JAN 21, 2019

AVILES WILFREDO A & CRISTELA V 2600 WILDWOOD DR WESLACO TX 78596-3442	L3410-00-000-0006-00 LAURA RAQUEL TREJO LOT 6 808 W 10TH ST	L: 37048 B: 0
AVILES WILFREDO A & CRISTELA V 2600 WILDWOOD DR WESLACO TX 78596-3442	L3410-00-000-0007-00 LAURA RAQUEL TREJO LOT 7 812 W 10TH ST	L: 36033 B: 0
GREIN OLGA D 712 W 9TH ST WESLACO TX 78596-5110	M2750-00-001-0004-00 MCCOLLUM BLK 1 LT S 130' 4-5 712 W 9TH ST	L: 62400 B: 170654
PEMELTON TOMMY 706 W 10TH ST WESLACO TX 78596-6820	M2750-00-002-0005-00 MCCOLLUM BLK 2 LT 5 706 E 10TH ST	L: 33919 B: 22851
AZUA ADAM 906 S BORDER AVE WESLACO TX 78596-6830	W3800-00-670-0000-00 WEST TRACT W240'- E270'- S198'- C GR 1.04AC NET 906 S BORDER AVE	L: 113255 B: 161401
TODD RAYMOND L & LYNDA L 729 W 8TH ST WESLACO TX 78596-6813	W3800-00-672-0000-00 WEST TRACT W55'-N300' LOT 3 & N3 729 W 8TH ST	L: 114127 B: 152554
GREEN VALLEY FOUNDATION INC 4305 N 10TH ST STE G MCALLEN TX 78504-2976	W3800-00-672-0000-20 WEST TRACT FT 672 LT 4 N 185'- S 903 BORDER AVE	L: 62073 B: 110389
GARZA CARLOS JAIME 703 W 8TH ST WESLACO TX 78596-6813	W3800-00-672-0000-60 WEST TRACT FT 672 N300'-E110' LO 703 W 8TH ST	L: 75141 B: 55326


Rezone Request
903 S Border Ave
Legend
(CONTINUOS)
2901 W Business 83
9th Street
903 S Border Ave
S Border Ave
Google Earth
© 2018 Google
© 2018 INEGI
300 ft
N

ORDINANCE NO. 2019-07

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 903 S BORDER AVE. ALSO BEING A 0.70 ACRE TRACT OF LAND BEING THE NORTH 185.00 FEET OF THE SOUTH 360 FEET OF LOT 4, H.L. STEBBINS SUBDIVISION OF THE NW 10.00 AC OF FARM TRACT 672, BLOCK 164, WEST TRACT SUBDIVISION WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT.

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

SECTION I: R-1 One-Family Dwelling District to R-2 Duplex and apartment district being 903 S Border Ave. also being a 0.70 acre tract of land being the north 185.00 feet of the south 360 feet of Lot 4, H.L. Stebbins Subdivision of the NW 10.00 ac of Farm Tract 672, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of March 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this _____ day of _____, 2019.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Myra L. Ayala Garza, **CITY SECRETARY**

APPROVED AS TO FORM:

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

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2301

From:

Subject:
Discussion and consideration on Memorandum of Understanding between City of Weslaco Fire Department and Med-Care Ambulance on pilot program for emergency responses and authorize the Mayor to execute any related documents. Possible action. (There was no action on March 19, 2019; staffed by Fire Department)

Background:
(Pilot program)
Memorandum of Understanding between City of Weslaco Fire Department and Med-Care Ambulance on pilot program for emergency responses to support Weslaco Fire department in times of low level EMS operations.

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
Antonio Lopez	Approved
Mike Perez	New

City Manager Comments:
Approve for 6 months. At 6 months report to City Commission for a review and possible extension.

Staff Recommendation:
Approve

Attachments, if any:
Med Care MOU Opinion, doc07214920190328112420, Med-Care MOU

Responsibilities upon Approval:

LAW OFFICE OF
JUAN E. GONZALEZ

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

March 26, 2019

City of Weslaco
Attn: Mayor
City Commissioners
Weslaco, Texas 78596

Re: Competitive Bids-Ambulance Service

This opinion is being prepared pursuant to a request from the City Commission regarding the necessity of obtaining competitive bids for the provision of ambulance services to the City of Weslaco. At issue is a Memorandum of Understanding (MOU) between the City of Weslaco and Med-Care EMS for a pilot program for the provision of emergency response to 911 calls.

This MOU provides for a pilot program to determine if this type of program is feasible and may be terminated upon written notice to either party without cause and without a time limit. I am attaching a revised version of the MOU for your review. Should the commission choose to proceed without bids I would recommend the use of this revised MOU.

Section 252.022 of the Texas Local Government Code states that competitive bidding does not apply to an expenditure for "(2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents." The Attorney General has held in Opinion JC-0136 (1999) and JM-806 (1971) that "a contract for ambulance services is an item necessary to preserve or protect the public health or safety of residents." This conclusion follows from *Hoffman v. City of Mt. Pleasant*, 89 S.W. 2d 193 (Tex. 1936). In *Hoffman* the Texas Supreme Court held that a county need not competitively bid a contract for the purchase of items necessary to protect or preserve the public health, regardless of whether the purchase was necessitated by a public calamity. See *Hoffman*, 89 S.W. 2d at 194. The institution of an emergency ambulance service is . . . incident to the police power of the state: i.e. to protect the health, safety, and general welfare of its citizens. *Brantley v. City of Dallas*, 545 S.W. 2d 284, 285 (Tex. Civ. App.-Amarillo 1976, writ ref'd n.r.e.; *Ayala v. City of Corpus Christi*, 507 S.W. 2d 324, 328 (Tex. Civ. App.-Corpus Christi 1974, no writ).

Another issue is whether ambulance service is exempt from the competitive purchasing requirements of the Texas Local Government Code in Section 252.022 (4) by the exception in that Act for "the procurement for personal, professional, or planning services." The Attorney General has recognized in previous opinions that the term "professional services" in the Act may

encompass more than the services of physicians, attorneys, or others traditionally regarded as "professional." See Tex. Att'y Gen. Op. No JM-940 (1988). It may include "members of disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence. " Case law suggest that this term comprehends labor and skill that is "predominantly mental or intellectual, rather than physical or manual." *Maryland Casualty Co. v. Crazy Water Co.*, 160 S.W. 2d 102, 104 (Tex. Civ. App/. Eastland, 1942, no writ.).

I was unable to find any case law on whether ambulance services are considered "professional services" However in looking at the definition and guidelines provided under the Attorney General and case law it appears that paramedics are members of a discipline requiring special knowledge, a high order of learning, skill, and intelligence and comprehends labor and skill that is predominantly mental or intellectual, rather than physical or manual. Since I have already determined that ambulance services fall under the public health exception and because I have been unable to find a case holding as such, I will not offer a definitive opinion on whether it falls under the professional services definition even though I believe it does fall under this exception

In summary, there is no legal requirement that ambulance service contracts comply with the competitive bidding requirements. However, the Commission may request bids if it so desires, but it is not required.

If you have any additional questions or you need additional information feel free to contact me at the phone number or email listed above.

Sincerely,

/s/ Juan E. Gonzalez

Juan E. Gonzalez

Myra Ayala

From: Mike Perez
Sent: Thursday, March 28, 2019 10:13 AM
To: Myra Ayala
Subject: FW: Med-jCare

Please place this email in the Medcare agenda item.

From: Juan Gonzalez <juanegonzalez@jeglaw.net>
Sent: Wednesday, March 27, 2019 10:12 AM
To: Mike Perez <mrperez@weslacotx.gov>
Subject: Re: Med-jCare

Yes and we don't have to do competitive bids UNLESS the Commission wants to. But it is not required.

On Wed, Mar 27, 2019 at 10:08 AM Mike Perez <mrperez@weslacotx.gov> wrote:

Juan, so can we do a pilot program with them for 6 months? mike

-

From: Juan Gonzalez <juanegonzalez@jeglaw.net>
Sent: Tuesday, March 26, 2019 10:20 AM
To: Mike Perez <mrperez@weslacotx.gov>
Subject: Med-jCare

-

Attached find opinion and revised MOU. We still need to insert amount of insurance.Let me know if you have any questions.

--

Juan E. Gonzalez

Law Office Of Juan E. Gonzalez
3110 E. Bus Hwy. 83 • Weslaco, Texas 78596
Tel: (956) 447-5585 • Fax: (956) 447-8637
juanegonzalez@jeglaw.net

I.R.S. Circular 230 Disclosure: As required by United States Treasury Regulations, you should be aware that this communication is not intended or written by the sender to be used, and it cannot be used, by any recipient for the purpose of avoiding penalties that may be imposed on the recipient under United States federal tax laws.

Confidentiality Statement: Furthermore, the information contained in this E-mail is legally privileged and confidential information which is intended only for the use of the individual or entity to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this message is strictly prohibited. Therefore, if you have received this communication in error, please notify me immediately by telephone at 956-447-5585 and delete the misdirected message from your system. Thank you for your attention to this subject matter stated herein.

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF WESLACO FIRE DEPARTMENT AND MED-CARE EMS. INC.

This Memorandum of Understanding is entered by and between the City of Weslaco City and the City of Weslaco Fire Department (**Weslaco)** and Med-Care EMS, Inc., (**Med-Care**) to define the roles and responsibilities for a pilot program for 911 emergency response calls.

WITNESSETH

WHEREAS, **Weslaco** anticipates there may be circumstance for increased coverage during large volumes of emergency 911 calls; and

WHEREAS, **Weslaco**, a Texas licensed EMS provider, will redirect emergency responses to 911 calls based on the level of assistances to **Med-Care**.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1.
RESPONSIBILITIES

Weslaco, a Texas licensed EMS provider and **Med-Care** agree to a pilot program for 911 emergency response calls as follows:

CITY RESPONSIBILITY AND ROLE

Level 1-Weslaco 911 Dispatch Center will notify **Med-Care** when there is no EMS unit left in service in the City of Weslaco as a result of a structure fire, major response and/or disaster; and

Level 2-Weslaco 911 Dispatch Center will notify **Med-Care** when there is one (1) EMS unit left in-service in the City of Weslaco; and

Level 3-Weslaco 911 Dispatch Center will notify **Med-Care** when the level status is at one (1) station in-service in the City of Weslaco.

MED-CARE RESPONSIBILITY AND ROLE

Level 1-**Med-Care** upon request by Weslaco 911 Dispatch Center, will send an EMS unit, and if necessary, a second unit, into City of Weslaco to cover all incoming EMS traffic for the duration of Level 1 status and will stand by at a Fire Station as directed by Shift Commander; and

Level 2-**Med-Care**, upon request by Weslaco 911 Dispatch Center, will be notified to send EMS unit into City of Weslaco for potential next call response; and;

Level 3-**Med-Care**, will be notified by Weslaco 911 Dispatch Center on situational awareness of possible response needed allowing Med-Care time to prepare to move EMS unit to Weslaco Level status at one (1) station in-service in the City of Weslaco.

ARTICLE 2. TERM

This MOU shall become effective upon signatures of all parties and terminated immediately by either party upon written notice to the other party.

ARTICLE 3. INSURANCE

MED-Care must provide proof of insurance in the minimum amount of _____.

ARTICLE 4. INDEMNITY

Weslaco shall not be liable or responsible for damage or injury to any person or damage or injury to property, arising out of, or occasioned by, directly or indirectly, any act, omission, operation, activity or any negligent act performed by **Med-Care**, or its agents, servants, employees, officers, directors, subcontractors, or licensees, under this agreement.

ARTICLE 5. GOVERNING LAW

The laws of the State of Texas shall govern this MOU and all obligations hereunder of the parties are performable in Weslaco, Texas. Venue for any legal proceeding shall lie exclusively in Hidalgo

ARTICLE 6. NON-ASSIGNMENT

This MOU shall be binding upon and to the benefit of the parties hereto and their respective legal representatives, successors and assigns. **Med-Care** shall not assign any duty under this MOU.

ARTICLE 7. SEVERABILITY

Should any provisions of this MOU for any reasons be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

ARTICLE 8. RELATIONSHIP OF PARTIES

Nothing contained in this MOU shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this MOU nor any act or acts of the parties hereto shall be deemed to

create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this MOU.

ARTICLE 9. ENTIRETY OF MOU

This is the entire MOU between parties and no modification of this MOU shall be of any force or effect, unless it is in writing signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF THE EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS MOU, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY OF WESLACO AND MED-CARE.

ARTICLE 10. EFFECTIVE DATE

The effective date of the MOU is March _____, 2019.

CITY OF WESLACO

_____
David Suarez, Mayor

MED-CARE EMS, INC.

_____
Veronica L. Ontiveros,
Vice President

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, City Attorney

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2328

From:

Subject:
Discussion and consideration on Memorandum of understanding by and between City of Weslaco and Research, Applied Technology, Education, and Service (RATES) for representative appointment to Regional Drainage Task Force (MOU #R-RGV-TF-2019-0007) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering)

Background:
Research, Applied Technology, Education, and Service (RATES) is a not-for-profit formed to promote and coordinate the collaborative and cooperative use of technology by and among educational agencies, health care facilities, government offices, businesses, and community services organizations for the benefit of the collaborating organizations and community residents of the Rio Grande Valley. The MOU will provide the City the ability to actively participate in a Regional Task Force, respond and comply with the Texas Commission on Environmental Quality Phase II Stormwater Rules through the formation of a Regional Task Force, and participate in the management of the Regional Task Force.

Funding Source (budget code, if applicable)**:**

Amount: $15,876.00	Term of Impact: Annual - Five Year term	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)**:**

Rebekah De La Fuente	Created/Initiated
Benjamin Worsham	Approved
Mike Perez	New

City Manager Comments:
Approve

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
TaskForceAgreement_Weslaco

Responsibilities upon Approval:

MEMORANDUM OF UNDERSTANDING
by and between
CITY OF WESLACO
and
RESEARCH, APPLIED TECHNOLOGY, EDUCATION, AND SERVICE (RATES) D.B.A. RATES/RGV
for Representative Appointment to Regional Task Force
MOU #R-RGV-TF-2019-0007

This Memorandum of Understanding (hereafter termed "**MOU**") is entered into by and between the **CITY OF WESLACO** (hereafter referred to as "**CITY**"), **a home-rule municipality** and **RESEARCH, APPLIED TECHNOLOGY, EDUCATION, AND SERVICE (RATES) D.B.A. RATES/RGV** (hereafter referred to as "**RATES/RGV**"), a 501(c)(3) Not-for-Profit formed to promote and coordinate the collaborative and cooperative use of technology by and among colleges, high schools, community school districts, public and school libraries, health care facilities, government offices, businesses, health and educational professionals other educational and community services organizations and community residents for the benefit of the collaborating organizations, their clients, and community residents of the Rio Grande Valley.

SECTION 1
PURPOSE

1.01 **CITY** and **RATES/RGV** agree to enter into this MOU as a manner by which **CITY** and **RATES/RGV** can actively participate in a Regional Task Force ("**Task Force**") formed to respond and aid compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules* ("**Rules**") and other pertinent issues as needed.

1.02 **CITY** and **RATES/RGV** desire to accomplish the goals of responding and complying with the **"Rules"** through the formation of a Regional **Task Force**, established and managed by **RATES/RGV**.

1.03 **RATES/RGV** desires to participate in the establishment and management of the Regional **Task Force**, since such participation will provide **RATES/RGV** with an avenue for students to:

A. Gain knowledge and experience in the process and procedures of governmental environmental regulation, rule making, and committee process;

B. Gain supervisory, organizational, and executive skills through the creation of the Task Force body, the implementation of the **Task Force** by-laws and policies, creation and submission of **Task Force** agenda and minutes, and budget creation; and,

C. Gain experience about the interfacing, communication, and interaction between **RATES/RGV** and local governments; thus, aiding the students in being at ease publicly speaking, presenting issues, and expounding opinions.

SECTION 2
TERM

2.01 *Fixed Term*: This MOU commences on **10/01/18**, will be effective for exactly five (5) calendar years, and will terminate **09/30/23**, unless extended according to section 2.02 of this MOU.

2.02 *Extension*: Upon written, mutual consent of **CITY** and **RATES/RGV**, this MOU may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.

2.03 *Cancellation*: This MOU may be cancelled prior to the expiration of the Fixed Term of any Extension Term, upon thirty (30) calendar days written notice to the other party, sent to the address indicated in Section 5.01 of this MOU.

SECTION 3
CONSIDERATION

3.01 *Fee*: **CITY** agrees to pay to **RATES/RGV** a **Task Forc**e membership contribution of $**15,876.00.** Payment of contribution is due in one single payment, tendered by check or wired transfer, payable to **RATES/RGV** and delivered to the address indicated in Section 5.01 of this MOU. Initial payment must be made within fourteen (14) days after execution of this MOU. Subsequent payments shall be made by the 15th day of October of each calendar year. Failure of **CITY** to make such payment within the subscribed time, and without a written extension from **RATES/RGV**, may result in this MOU terminating.

SECTION 4
RIGHTS AND DUTIES

A.01 The following rights and duties will be held or performed by **CITY**:

A. **CITY** will provide one representative to the **Task Force**. Such representative must be chosen by majority vote of the City Council, as evidenced by an adopted resolution or other evidence of the appointment acceptable to **RATES/RGV**.

B. The **CITY**'s representative will serve a term that commences on the date of execution of final signature and will terminate exactly five (5) calendar years from date of execution, unless extended according to section 2.02 of this **Agreement**. A replacement representative may be appointed by the **CITY** through written notification at any time during the performance period.

C. The **CITY**'s representative will be subject to the bylaws, policies, rules and procedures of the **Task Force**. Any breach or violation of such bylaws, etc., may result in expulsion of the representative from the **Task Force**. If expulsion occurs, the **CITY** will appoint another representative no later than thirty (30) calendar days after notice of the expulsion.

D. The **CITY**'s representative will act as the liaison between the **CITY** and the **Task Force**, apprising each entity of the other's objectives. The representative will brief the City Council, or other municipal entity responsible for **Task Force** participation, a minimum of once quarterly.

E. Each **CITY** having representation on the **Task Force** will be responsible for paying a membership fee as detailed in Section 3.01 of this Agreement.

F. The **CITY** may make recommendations to the Regional **Task Force** regarding the fee assessment, expenditures, or other financial matters; however, the **Task Force** is not bound by such recommendations.

4.02 The following rights and duties will be held or performed by **RATES/RGV**:

A. **RATES/RGV** will assign representation to the **Task Force**.

B. **RATES/RGV** will formulate and facilitate the bylaws, policies, rules and procedures by which the **Task Force** will be governed. **RATES/RGV** will provide **CITY** with a copy of such bylaws, policies, rules and procedures, as warranted.

C. **RATES/RGV** will formulate and propose to the **Task Force**, methods and approaches for compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*. For each method or approach proposed, **RATES/RGV** will assist with educational outreach, training, and information to facilitate compliance.

D. **RATES/RGV** will assist with research and educational services and technical support to the **Task Force**, and for any adopted methods and approaches for compliance. **RATES/RGV** will not participate in the implementation of the **CITY**'s stormwater management program (SWMP) unless otherwise specified in **Section 4.03.**

E. **RATES/RGV** will manage the **Task Force** administration, including meetings, and efforts pertaining to the methods and approaches for assisting in complying with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.

F. The **Task Force** will oversee the establishment and operation of all financial policies, requirements, and expenditures. As overseer of the **Task Force**,

RATES/RGV will assist with the financial management and policy of the **Task Force**.

G. **RATES/RGV** will assist the **Task Force** with the management of any funding acquired by the **Task Force.** This does not apply to the funding provided by this MOU. The management of **Task Force** funding will adhere to the by laws of the organization.

H. Membership fees paid to **RATES/RGV** will be earmarked in a separate **RATES/RGV** account for use only by **RATES/RGV** for the **Task Force**. Any unappropriated funds will be carried over.

I. Membership fees paid to **RATES/RGV** will be utilized by **RATES/RGV** for costs associated with but not necessarily limited to staffing, travel, training, equipment and materials, recruiting, scholarships, meal and food expenses associated with meetings and events, and communication related expenses.

J. **RATES/RGV** is authorized to utilize membership fees to leverage grant funds, for conference planning, travel expenses, staff training, to support outreach events, and for sponsorships for environmental and educational events.

K. **RATES/RGV** is authorized to utilize membership fees to accomplish tasks included in **Section 4.03**, if any.

L. **RATES/RGV** is authorized to provide funding to the Arroyo Colorado Watershed Partnership, the Laguna Madre Estuary Program, or similar organizations on behalf of **CITY.** This funding, if any, shall be provided at the discretion of **RATES/RGV.**

4.03 *SWMP Implementation*: **RATES/RGV** will support the **CITY** in implementing a portion of its SWMP by assisting with research and educational services and technical support with specific Best Management Practices (BMPs). The overall completion of the BMPs is the sole responsibility of the **CITY.**

SECTION 5
MISCELLANEOUS

5.01 *Addresses*: Fee payment or notices required under this MOU may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. **CITY** and/or **RATES/RGV** can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:

CITY: City of Weslaco
Zenaida "Sandy" Guerrero
Task Force Representative
255 South Kansas Avenue
Weslaco, TX 78956
(956) 968-3181
(956) 968-6717 (Fax)

RATES/RGV: RATES/RGV
C/O Jodi Lees
P.O. Box 697
Edinburg, TX 78540
jelees@ratesrgv.org
956-540-9384

5.02 Force Majeure: Any and all duties, obligations, and covenants of this MOU will be suspended during time of natural disaster, war, acts of terrorism, or other "Acts of God", which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this MOU. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this MOU, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 MOU, within fourteen (14) calendar business days of the Force Majeure event.

5.03 Parties Relationship: Nothing in the MOU should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **RATES/RGV**.

5.04 Applicable Law: This MOU is construed under and in accordance with the laws of the State of Texas.

5.05 Cumulative Rights: All rights, options, and remedies contained in this MOU and held by **CITY** and **RATES/RGV** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **RATES/RGV** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this MOU.

5.06 Non-waiver: A waiver by either **CITY** or **RATES/RGV**, or both, of any obligation, duty, or covenant of this MOU will not constitute a waiver of any other breach of any obligation, duty, or covenant of this MOU.

5.07 Counterparts: This MOU can be executed in multiple counterparts, each of which is declared an original.

5.08 Severability: If any clause or provision of this MOU is illegal, invalid or unenforceable under present or future law, **CITY** and **RATES/RGV** intend that the remaining clauses or provisions of this MOU will not be affected and will remain in full force and effect.

5.09 Entire MOU: This MOU contains the final and entire agreement between **CITY** and **RATES/RGV**, and will not be amended, explained, or superceded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.

5.10 Successors and Assigns: All the obligations, duties, covenants, and rights contained in this MOU and performable by **CITY** will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this MOU.

5.11 Nondiscrimination: **CITY** and **RATES/RGV**, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this MOU.

5.12 Dispute Resolution:

A. Any controversy claim or dispute between **CITY** and **RATES/RGV** relating to the provisions of this MOU or the breach, termination or validity thereof shall upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event later than within forty-five (45) days after written notice is given by any party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas. Any notice of dispute tendered by **CITY** should be addressed to Jodi Lees, Chief Financial Officer, **RATES/RGV.**

EXECUTED the _____ day of _____, 2019, by **CITY**, by its duly authorized agent, as evidenced by the attached Resolution of the City Council.

"CITY"
CITY OF WESLACO

By: _____
David Suarez
Mayor

ATTEST:

By: _____
Aida Vega
Interim City Secretary

EXECUTED the _____day of _____, 2019, by **RATES/RGV**, by its duly authorized officer.

"RATES/RGV"

By: _____
James S. Bonner
President and CEO of RATES

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2329

From:

Subject:
Discussion and consideration to assign a district on the voluntary annexation of territory located on Mile 6 1/2 West (Midway Villas development) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Office of the City Secretary.)

Background:
The recently voluntary annexation of property located on Mile 6 1/2 West must be assigned to a Single Member District, though it has no registered voters at this time it may as a result of development expected in the near future. Ordinance 2018-44 was approved on final reading December 15, 2018. As advised by Hidalgo County Elections Department Weslaco will be gaining Precinct 21.

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature
Ordinance - First Reading

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

Aida Vega Myra Ayala Mike Perez	Created

City Manager Comments:
Approve designating area to District 4.

Staff Recommendation:
Assign to District 4 since the property West of Westgate Drive.

Attachments, if any:
O2018-44 annexation 5.153 acres, Districts 1-6-2019-Area

Responsibilities upon Approval:
Execute and retain.

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 comer 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 comer 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 comer 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 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.

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 4th day of December 2018.

CITY OF WESLACO

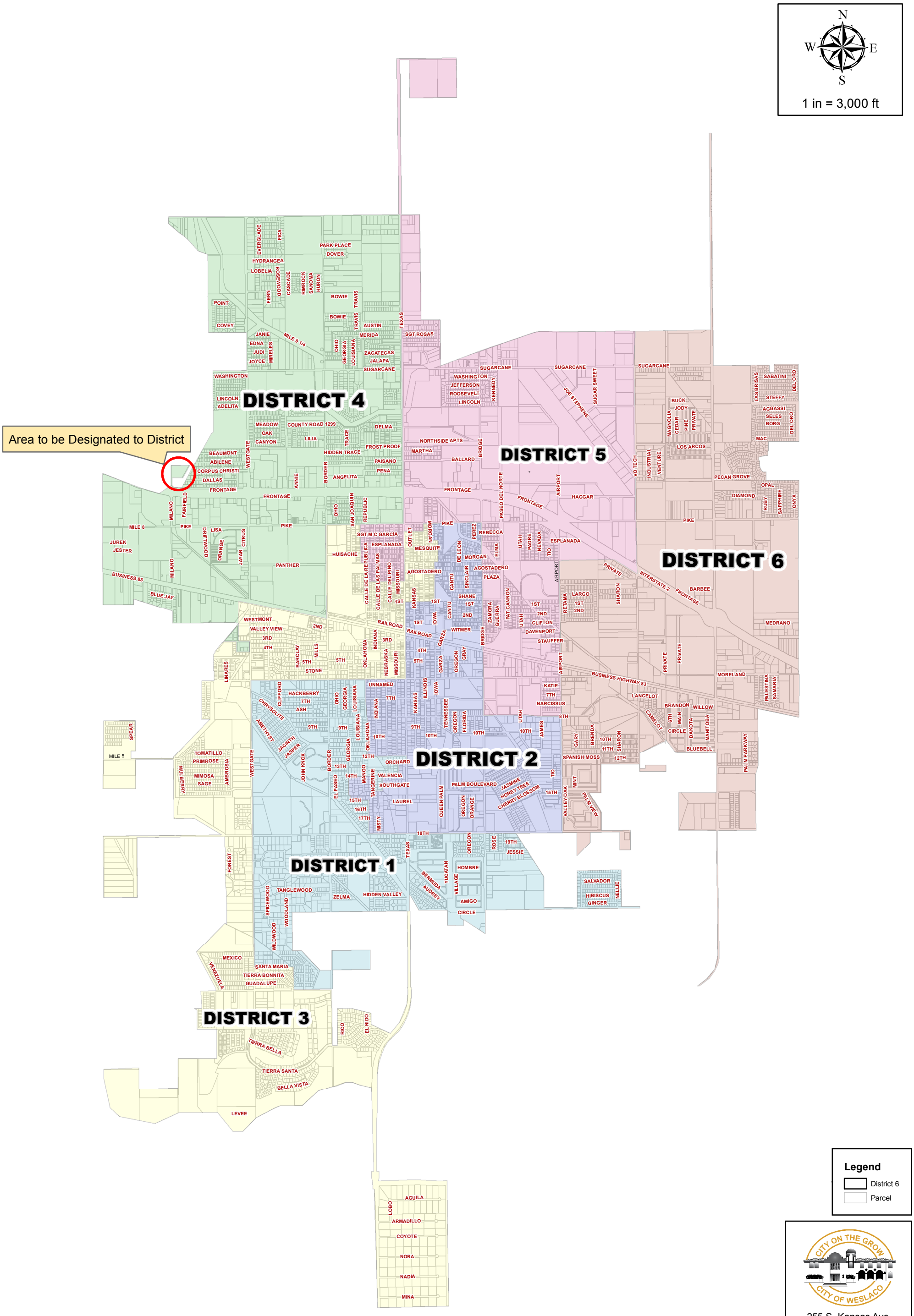
_____
David Suarez, **MAYOR**

ATTEST:

_____
Aida Vega, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

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



DISTRICTS 1-6

UPDATE: MARCH 29, 2019

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2332

From:

Subject:
Discussion and consideration on Election Services Contract with the Hidalgo County Elections Department to conduct the City of Weslaco Special Election of May 4, 2019 pursuant to Texas Election Code Chapter 271, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Office of the City Secretary.)

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)**:**

Aida Vega	Created/Initiated
Aida Vega	New
Mike Perez	

City Manager Comments:
Approved.

Staff Recommendation:
Approve.

Attachments, if any:
City of Weslaco May 2019 Contract & Estimate

Responsibilities upon Approval:

ELECTIONS DEPARTMENT
County of Hidalgo

YVONNE RAMÓN
Elections Administrator

March 18, 2019

City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Attn: David Suarez, Mayor

Attached please find the Elections Contract and Estimate for election services between Hidalgo County and City of Weslaco for the May 4, 2019, election.

Please sign two copies of this contract if you wish to have an executed original returned to you, as the Elections Office must retain an original for its' files.

Hidalgo County Elections Department
Attn: Yvonne Ramon, Elections Administrator
101 S. 10th Ave.
Edinburg, TX 78539

Once the contract is executed, your contract will be sent to you.

Should you need additional information, please do not hesitate to contact me.

Respectfully,

Norma G. Cantu
Administrative Assistant
Hidalgo County Elections Department
(956) 318-2931
norma.cantu@co.hidalgo.tx.us

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF WESLACO**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **MAY 04, 2019.**

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **MAY 04, 2019**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes, if applicable two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 271.003 (a) & (b) the location of a common polling place may be a regular county polling place used in a joint election, where the voters of a particular election precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election; and

WHEREAS, pursuant to Section 43.007 of the Texas Election Code, the COUNTY has approved participation in a countywide polling place program, which allows the commissioners court to eliminate county election precinct polling places and establish countywide polling places for the election held on the **MAY 04, 2019** and any resulting runoff; and

WHEREAS, pursuant to Section 43.007(e), each countywide polling place must allow a voter to vote in

the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **MAY 04, 2019**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including Early Voting and Election Day polling locations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every Verity Touch voting machine to be utilized by ENTITY during Early Voting and Election Day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling locations with the Voter Registration Database. To include laptop(s), training for poll book, insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1. Ballots (print and distribution only);
2. Election kits and election paperwork;
3. Ballot boxes and voting booths;

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure Early Voting polling places and Election Day polling places, as ordered by the Entity;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare and publicize the Logic & Accuracy testing publication in the newspaper (Texas Election Code129.023(b)

(M) Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for Early Voting and Election Day voting;

(O) Provide general supervision during the contracted Election period. Advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY may be provided on an as needed basis;

(P) Procure and pay Ballot Board members;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.

(W) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(Y) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for

items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Z) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the proportionate cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $14.00 per hour for Election Judges and $12.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and Election Day and pay the proportionate cost for training of Judges and Clerks at the rate of $10.00 per hour per person.(*additional cost for Early Voting extended hours requested by ENTITY will be paid proportionately by ENTITY when or if applicable).*

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and Election Day;

(D) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and Early Voting and Election Day schedules in newspaper;

(E) Canvass the Election Results for the ENTITY'S governing body;

(F) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(G) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:
(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code 66.058, at which time, the records will be retained by the

Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(I) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(J) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

(K) Create the appropriate ballot and candidate placement for the Entity's election. Once confirmed and/or corrected Entity shall verify the appropriateness of their ballot under the law.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for ensuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code section 3.004(3), or the preparation, distribution and publicizing of the notice as per Texas Election Code 4.003(a)(1) that may include the Early Voting and Election Day schedules, and as per Texas Election Code 67.002(2) which is canvassing election results. In addition, ADMINISTRATOR shall have no responsibility for creating the appropriate ballot and candidate placement for the Entity's election.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 Verity Touch Voting Machines:

(A) One base charge of $475.00 for Coding Verity Touch ballot for voting machines, a $25.00 additional charge per additional ballot styles and a minimum of a $10.00 charge for requested changes on Coded Ballot;
(B) A $10.00 recording fee for Audio Files;
(C) Cost of creating election media, such as but limited to V-drives, Verity Keys; etc. at $100.00 per location.
(D) The amount of $186.00 leasing fee for each Verity Controller, a $186.00 leasing fee for each Verity Touch Voting Machine and a $210.00 leasing fee for each Verity Touch Access Voting Machine;
(E) Cost of delivery and pick-up of Verity Touch Voting Equipment for Each Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
(F) The above described fees shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

(A) Database access at $100.00 per day;
(B) To include but not limited to the Early Voting and Election Day laptop rentals at $150.00 per location;
(C) Printer label fee of $.03 per label (price subject to change);
(D) Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and Election Day Combination forms, maps, election kits, Verity Access Thermal code paper and 'I VOTED' stickers. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable)

6.06 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 (A) Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a the cost of payroll for election workers at $14.00 per hour for Election Judge, $12.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $10.00 per hour per person;

(B) Reimburse the County for the cost of payroll overtime incurred by County for regular full time County employees who work during the contracted election (cost to be shared with each contracted entity);

6.08 Pay for the cost of the Ballot Board judge at $14.00 per hour and Ballot Board clerks at $12.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $4.99 per phone line;

6.12 Billing:

(A) The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

(B) After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

(C) Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

(D) Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Elections Administrator
Hidalgo County Elections Department
PO Box 659
Edinburg, Texas 78540

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

(F) Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR

THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2019

APPROVAL COUNTY OF HIDALGO:

BY:_____
RICHARD F. CORTEZ
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF WESLACO
ENTITY

BY: _____

PRINT: DAVID SUAREZ
TITLE: MAYOR

ATTEST:

BY: _____

PRINT: _____

TITLE: _____

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS,
Assistant District Attorney

2019 Hidalgo County Elections
Contract Estimate

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Weslaco Bond	DATE: May 4, 2019

6.01	**Coding Services for HART**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$475.00**	1	$475.00
C	Ballot Audio Files	**$10.00**	3	$30.00
F	Election Media per Polling Location(s)	**$100.00**	3	$300.00
G	Verity Controller(s)	**$186.00**	3	$558.00
G	Touch Voting Machine(s)	**$186.00**	8	$1,488.00
G	Touch Access Voting Machine(s)	**$210.00**	3	$630.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$700.00**	1	$700.00
			Total iVotronic Coding Charges	**$4,181.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)	**$100.00**	9	$900.00
B	EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	**$150.00**	3	$450.00
C	Printer Labels (19,878 per vote)	**$0.03**	39,756	$1,192.68
D	Username/Password - Per Polling Location	**$20.00**	3	$60.00
			Total Electronic Poll Book Charges	**$2,602.68**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	415	$228.25
	Election Day Combination Forms	**$0.55**	415	$228.25
	Election Judge Kit for Early Voting	**$35.00**	1	$35.00
	Election Judge Kit for Election Day	**$35.00**	2	$70.00
	Verity Access Thermal Code paper (per vote)	**$0.10**	19,878	$1,987.80
	I VOTED stickers (per vote)	**$0.01**	19,878	$198.78
	Polling Location Map(s)	**$17.00**	3	$51.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	100	$20.00
			Total Supplies Charges	**$2,819.08**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	0	$0.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	200	$80.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	100	$200.00
	Postage Mail-in-Ballots (per request)	**$0.61**	100	$61.00
	Correspondence Postage	**$0.49**	2	$0.98
			Total Mail & Ballot Service Charges	**$341.98**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	L&A	**$500.00**	1	$500.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$500.00**
6.07	***Payroll for Training and Election Poll Workers**	**Price**		**Total**
(A)	Payroll for Early Voting Employees	**$7,775.00**		$7,775.00
	Payroll for Election Day Employees	**$1,910.00**		$1,910.00
			Total Payroll Charges	**$9,685.00**
6.07	**Payroll for Staff Overtime**	**Price**		**Total**
(B)	Payroll for Early Voting and Eleciton Day Staff Employees	**$2,540.10**		$2,540.10
			Total Payroll Charges	**$2,540.10**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	**$250.00**

6.10	**Insurance**	**Hourly rate**	**Hours wk**	**%**	**Total**
	Liability insurance for Early Voting Supervisors (1)	**$ 14.00**	125	0.0021	$3.68
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Early Voting Clerks (4)	**$ 12.00**	500	0.0021	$12.60
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Presiding Judges (2)	**$ 14.00**	30	0.0021	$0.88
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Alternate/Clerks (8)	**$ 12.00**	120	0.0021	$3.02
	(hourly rate X hrs worked X .0021)				
				Total Insurance Charges	**$20.18**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice) (2)	**$180.00**	1	$180.00
			Total Cell Phone Charges	**$180.00**
6.12			**Subtotal**	**$23,120.02**
			Administrative Fees (10%)	**$2,312.00**
			ESTIMATED GRAND TOTAL	**$25,432.02**

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-14

From:

Subject:
Discussion and consideration of request from The Fajita Cook-off, Inc. to use Mayor Pablo Pena Park on October 19, 2019 for a festival with applicant paying for all costs 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:

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

Omar Rodriguez	Created/Initiated
Omar Rodriguez	New
Mike Perez	

City Manager Comments:
Approve conditional to any expenses related to the event to be paid by the requester.

Staff Recommendation:
Staff recommends approval and that all fees (permits and park rental) and expenses (personnel to set/strike park, Police, Fire, and EMS) be paid for by requester.

Attachments, if any:

Responsibilities upon Approval:

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2317

From:

Subject:
Discussion and consideration to approve the final payment to Siemens Industry on the Performance Contracting Agreement in the amount of $372,343.85 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Background:
This has been an ongoing project approved on November 2017 which was completed on December 2018. Siemens Industry has completed the work on the following areas: Lighting Retrofits to Upgrade Efficiency (Buildings); Replace HVAC Equipment with high efficiency units; Lighting Traffic Signals LED retrofit; Water meter AMI.

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
Benjamin Worsham	Approved
Mike Perez	New

City Manager Comments:
Approve

Staff Recommendation:
Approval

Attachments, if any:
44OP-220856 Weslaco Pay App #11R FINAL 19 Retention FINAL, Weslaco Substantial Completion HVAC REPLACEMENT, Weslaco Substantial Completion LIGHTING, Weslaco Substantial Completion WATER METER TRAFFIC SIGNAL

Responsibilities upon Approval:

SIEMENS

Final Invoice

Cust PO No	Cust PO Date	Quotation No	Invoice No	Date
Performance Contract	11/21/2017		5445413592	02/25/2019
Sales Order No	Sales Ord Date	Project No	Customer No	
3006925897	12/20/2017	44OP-220856	30451673	Page 1 of 1

Bill To:	Sold To:	Ship To:
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596-6158	CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596-6158	CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596-6158

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
SIEMENS INDUSTRY, INC. C/O Citibank (Bldg Tech) PO Box 2134 Carol Stream IL 60132-2134	Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 SWIFT Code: CITIUS33 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 5445413592 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com	Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 5445413592 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com

Delivery#:

Ship Date:	Freight Terms: Prepaid and Add Fed Cont #:	Carrier/Route: Best Way	Tracking No:

Contract Summary

Base Contract Amount	7,446,877.00
Total Extras To Date	0.00
Revised Contract Amount	7,446,877.00
Total Requisitions To Date	7,474,978.36
Payments Received	7,102,634.51
Balance Currently Unpaid	372,343.85

Contact : Grindle, Zachary
Telephone : (281)949-3000
Siemens Industry, Inc.
PC Southwest
8550 Fallbrook
HOUSTON TX 77064
USA

Invoice For Work Completed

Invoice for Work Performed On The Installation Of
BTX1-BAU-DP-City of Weslaco PC project

1. Total Work Completed To Date	100%	7,446,877.00
2. Total Retention	0.000%	0.00
3. Total Earned Less Retention		7,446,877.00
4. Less Prior Requisitions		7,074,533.15
5. Amount of Requisition (Before Tax)		372,343.85
State Taxes		0.00
Total Taxes		0.00

Currency: USD Invoice Total 372,343.85

Our preferred payment method is ACH/EFT funds transfer, followed by check submitted to our remit to address listed above. We can also accept credit card payment but ask you to set up ACH/EFT for repeat business. Our Dunn and Bradstreet # is 01-094-4650

Payment Terms: Net Due 30 Days

Net Due By: 03/27/2019

We hereby certify these goods were produced in compliance with all applicable requirements of Sect.6,7 and 12 of the Fair Labor Standards Act,as amended,and regulations and orders of the United States Department of Labor issued under Sect. 14,thereof.If this invoice or packing list represents an export transaction,then these commodities,technology or software (items)were exported from the United States in accordance with the Export Administration Regulations.In all cases, diversion contrary to U.S. law is prohibited.These items are not to be used, directly,in prohibited nuclear, chemical/biological or missile weapons activities.This is to certify that the information on this invoice or packing list is true and correct and that the contents of this shipment are as stated thereon.For shipment to California "Displays exceeding 4" include the e-Waste recycle fee up to$10 per item

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Weslaco
255 S. Kansas
Weslaco, TX 78596

PROJECT: City of Weslaco

APPLICATION NO.: 11
PERIOD TO: 2/28/2019
PROJECT NOS.: 501
APPLICATION DATE: 2/25/2019
CONTRACT DATE: 7/29/2016

Distribution To:
[X] Owner
[ ] Architect
[ ] Contractor
[X] _____
[X] _____

FROM CONTRACTOR: Siemens Industry, Inc.
8850 Fallbrook Road,
Houston, TX 77064

VIA ARCHITECT:

CONTRACT FOR: Job # 44OP-220856

City Project ID # 501

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM		$ $7,446,877.00
2. Net Change by Change Orders		$ $0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ $7,446,877.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ $7,446,877.00
5. RETAINAGE:		
a. 0.0% of Completed Work (Columns D + E on G703)	$0.00	
b. 0.0% % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ $0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ $7,446,877.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ $7,074,533.15
8. CURRENT PAYMENT DUE		$ $372,343.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$0.00	

CHANGE ORDER SUMMARY		DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	**$0.00**	**$0.00**
NET CHANGES by Change Order		**$0.00**

CONTRACTOR:
By: Tran Dianna — Digitally signed by Tran Dianna DN: cn=Tran Dianna, o=Siemens, email=dianna.tran@siemens.com Reason: Commercial Project Manager Date: 2019.02.25 17:31:44 -06'00' Date: 2/25/2019

State of: TEXAS
County of: Houston
Subscribed and sworn to before me this 26th day of February, 2019

Walker Tammy — Digitally signed by Walker Tammy DN:serialNumber=Z000E85P, givenName=Tammy, sn=Walker, o=Siemens, cn=Walker Tammy Date: 2019.02.26 09:38:37 -06'00'

NOTARY PUBLIC STATE OF TEXAS
TAMMY WALKER
Notary Public
STATE OF TEXAS
Notary I.D. 11111165
My Comm. Exp. Feb. 21, 2022

Notary Public:
My Commission expires: 2-21-22

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ $372,343.85

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702 APPLICATION AND CERTIFICATE FOR PAYMENT 1992 EDITION AIA ® © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASINGTON, D.C. 20006-5292 WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

CONTINUATION SHEET AIA DOCUMENT G703

Job Number 44OP-220856

IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR

Job Name City of Weslaco

CONTRACTOR JOB # 44OP-193956 Project ID# 501

APPLICATION NUMBER 11

APPLICATION DATE 2/25/2019

PERIOD TO 2/28/2019

PROJECT NUMBER 501

A	B	C	D	E	F	G		H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPL.	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	(G/C) % COMPLETE	(C-G) BALANCE TO FINISH	0.00% RETAINAGE	Payment Due
1	Project Management /Development/Engineering	576,374.00	576,374.00	-		576,374.00	100.00%	-	-	-
2	Water Meter/AMI - Labor and Material	5,998,668.00	5,998,668.00	-		5,998,668.00	100.00%	-	-	-
3	HVAC Armor & Re-Commissioning - Labor and Material	54,070.00	54,070.00	-		54,070.00	100.00%	-	-	-
4	HVAC Replacement - Labor and Material	104,885.00	104,885.00	-		104,885.00	100.00%	-	-	-
5	Lighting Retrofits - Labor and Material	575,498.00	575,498.00	-		575,498.00	100.00%	-	-	-
4	Traffic Signals Retrofits - Labor and Material	137,382.00	137,382.00	-		137,382.00	100.00%	-	-	-
5			-			-		-	-	-
6	**Project Totals**	**7,446,877.00**	**7,446,877.00**	**$0.00**	**$0**	**7,446,877.00**	**100.00%**	**-**	**-**	**-**

AIA Document G703 APPLICATION AND CERTIFICATE FOR PAYMENT 1992 EDITION AIA ® © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASINGTON, D.C. 20006-5292 WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

PARTIAL WAIVER OF LIEN

To All Whom It May Concern:

Whereas, we the undersigned, Siemens Industries, Inc have been employed by City of Weslaco (Owner), to furnish labor, materials, and services for general construction work under the improvement of the premises described as the City of Weslaco , on contract number 44OP-220856 in the City of Weslaco, State of Texas. The undersigned states that the current payment claimed of $372,343.85 is the partial payment for all work, labor, materials, services, and miscellaneous (all which are hereinafter referred to as "Work Items") supplied and performed to the said project and that no additional sum is claimed for work that has not been performed.

NOW, THEREFORE, this the ___25th___day of _February, 2019_____ , do hereby waive and release to the extent only of the aforesaid amount, any Lien rights to, or claim of Lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, by virtue of said contract, on account of labor, material, services, fixtures, apparatus, or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

By _____Tran Dianna_____

Digitally signed by Tran Dianna
DN: cn=Tran Dianna, o=Siemens, email=dianna.tran@siemens.com
Reason: Commercial Project Manager
Date: 2019.02.25 17:34:19 -06'00'

Dianna Tran

Title _Commercial Project Mgr _____
Authorized Representative

STATE OF: _Texas_____

COUNTY OF: _____Harris_____

Subscribed and sworn to before me this _____26th_____ day of __February____, 20_19_____.

Walker Tammy

Digitally signed by Walker Tammy
DN: serialNumber=Z000E85P, givenName=Tammy, sn=Walker, o=Siemens, cn=Walker Tammy
Date: 2019.02.26 09:39:12 -06'00'

_____
(Notary signature)

My Commission Expires:_____2-21-22_____

NOTARY PUBLIC STATE OF TEXAS
TAMMY WALKER
Notary Public
STATE OF TEXAS
Notary I.D. 11111165
My Comm. Exp. Feb. 21, 2022

SIEMENS

Certificate of Substantial Completion

PROJECT NAME:	City of Weslaco, TX
CLIENT:	City of Weslaco, TX
CERTIFICATE DATE (mm/dd/yyyy):	10/15/2018
CERTIFICATE NUMBER:	2
PROJECT NUMBER:	44OP-220856

The following portions of the Work are at Substantial Completion in accordance with the Agreement. (Insert unique Work item such as Facility Improvement Measure title, system name, building, etc.)

Work Item:	FIM 1.2.3 – HVAC Replacements
Warranty Start Date (mm/dd/yyyy):	0709/2018
Work Item:	
Warranty Start Date (mm/dd/yyyy):	
Work Item:	
Warranty Start Date (mm/dd/yyyy):	

The Building Technologies Division of Siemens Industry, Inc. guarantees the workmanship and materials of the above Substantially Complete Work in accordance with the Agreement.

The Work indicated above has been reviewed by the CLIENT and has been found, to the best of the CLIENT's knowledge, to be Substantially Complete. Substantial Completion is the milestone in the progress of the Work at which time the Work is sufficiently complete and available for the CLIENT to have beneficial use of the Work for its intended purpose. A list of items to be completed and corrected (if any) shall be identified as the Outstanding Items List, attached to this form, and indicated by checking the appropriate box below:

Outstanding Items List Attached: ☐ **No Outstanding Items Noted:** ☒

The failure of the CLIENT to note items requiring completion or correction does not relieve the contractual responsibility of Building Technologies Division of Siemens Industry, Inc. to complete or correct the Work. Work found to require completion or correction after the Certificate Date of this

Certificate, but within the warranty period shall be corrected in accordance with the Agreement's warranty provisions.

Building Technologies Division of Siemens Industry, Inc. agrees to complete or correct all items indicated on the Outstanding Items in a timely manner.

Building Technologies Division of Siemens Industry, Inc. Representative: Zachary Grindle, PM

Signature: _____ Date: 10/15/2019

The CLIENT accepts the Work indicated above as Substantially Complete and assumes possession and beneficial use of the Work on the Warranty Start Date indicated above.

CLIENT: City of Weslaco, TX

CLIENT Representative: OMAR RODRIGUEZ

Signature: _____ Date: 1-9-19

Note: The CLIENT shall, upon execution of this Certificate of Substantial Completion, assume all contractual responsibilities for maintenance, insurance, operation, and protection of the Substantially Complete Work in accordance with the Agreement.

SIEMENS

Certificate of Substantial Completion

PROJECT NAME:	City of Weslaco, TX
CLIENT:	City of Weslaco, TX
CERTIFICATE DATE (mm/dd/yyyy):	10/15/2018
CERTIFICATE NUMBER:	3
PROJECT NUMBER:	44OP-220856

The following portions of the Work are at Substantial Completion in accordance with the Agreement. (Insert unique Work item such as Facility Improvement Measure title, system name, building, etc.)

Work Item:	FIM 1.2.4 – LED Lighting Retrofits
Warranty Start Date (mm/dd/yyyy):	07/19/2018
Work Item:	
Warranty Start Date (mm/dd/yyyy):	
Work Item:	
Warranty Start Date (mm/dd/yyyy):	

The Building Technologies Division of Siemens Industry, Inc. guarantees the workmanship and materials of the above Substantially Complete Work in accordance with the Agreement.

The Work indicated above has been reviewed by the CLIENT and has been found, to the best of the CLIENT's knowledge, to be Substantially Complete. Substantial Completion is the milestone in the progress of the Work at which time the Work is sufficiently complete and available for the CLIENT to have beneficial use of the Work for its intended purpose. A list of items to be completed and corrected (if any) shall be identified as the Outstanding Items List, attached to this form, and indicated by checking the appropriate box below:

Outstanding Items List Attached: ☐ **No Outstanding Items Noted:** ☒

The failure of the CLIENT to note items requiring completion or correction does not relieve the contractual responsibility of Building Technologies Division of Siemens Industry, Inc. to complete or correct the Work. Work found to require completion or correction after the Certificate Date of this

Certificate, but within the warranty period shall be corrected in accordance with the Agreement's warranty provisions.

Building Technologies Division of Siemens Industry, Inc. agrees to complete or correct all items indicated on the Outstanding Items in a timely manner.

Building Technologies Division of Siemens Industry, Inc. Representative: Zachary Grindle, PM

Signature: _____ Date: 10/15/2018

The CLIENT accepts the Work indicated above as Substantially Complete and assumes possession and beneficial use of the Work on the Warranty Start Date indicated above.

CLIENT: City of Weslaco, TX

CLIENT Representative: OMAR RODRIGUEZ

Signature: _____ Date: 1-8-19

Note: The CLIENT shall, upon execution of this Certificate of Substantial Completion, assume all contractual responsibilities for maintenance, insurance, operation, and protection of the Substantially Complete Work in accordance with the Agreement.

SIEMENS

Certificate of Substantial Completion

PROJECT NAME:	City of Weslaco, TX
CLIENT:	City of Weslaco, TX
CERTIFICATE DATE (mm/dd/yyyy):	12/19/2018
CERTIFICATE NUMBER:	4
PROJECT NUMBER:	44OP-220856

The following portions of the Work are at Substantial Completion in accordance with the Agreement. (Insert unique Work item such as Facility Improvement Measure title, system name, building, etc.)

Work Item:	FIM 1.2.1 – Water Meter Replacements and AMI System
Warranty Start Date (mm/dd/yyyy):	12/19/2018
Work Item:	FIM 1.2.5 – Traffic Signal LED Retrofits
Warranty Start Date (mm/dd/yyyy):	12/14/2018
Work Item:	
Warranty Start Date (mm/dd/yyyy):	

The Building Technologies Division of Siemens Industry, Inc. guarantees the workmanship and materials of the above Substantially Complete Work in accordance with the Agreement.

The Work indicated above has been reviewed by the CLIENT and has been found, to the best of the CLIENT's knowledge, to be Substantially Complete. Substantial Completion is the milestone in the progress of the Work at which time the Work is sufficiently complete and available for the CLIENT to have beneficial use of the Work for its intended purpose. A list of items to be completed and corrected (if any) shall be identified as the Outstanding Items List, attached to this form, and indicated by checking the appropriate box below:

Outstanding Items List Attached: ☐ **No Outstanding Items Noted:** ☒

The failure of the CLIENT to note items requiring completion or correction does not relieve the contractual responsibility of Building Technologies Division of Siemens Industry, Inc. to complete or correct the Work. Work found to require completion or correction after the Certificate Date of this

Certificate, but within the warranty period shall be corrected in accordance with the Agreement's warranty provisions.

Building Technologies Division of Siemens Industry, Inc. agrees to complete or correct all items indicated on the Outstanding Items in a timely manner.

Building Technologies Division of Siemens Industry, Inc. Representative: Zachary Grindle, PM

Signature: _____ Date: 12/19/2018

The CLIENT accepts the Work indicated above as Substantially Complete and assumes possession and beneficial use of the Work on the Warranty Start Date indicated above.

CLIENT: City of Weslaco, TX

CLIENT Representative: _____

Signature: _____ Date: 1/9/19

Note: The CLIENT shall, upon execution of this Certificate of Substantial Completion, assume all contractual responsibilities for maintenance, insurance, operation, and protection of the Substantially Complete Work in accordance with the Agreement.

Standardized Agenda Request Form

Date of Meeting: April 2, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2347

From:

Subject:
Discussion and consideration on adoption of plan to address drainage issues outlined in the Drainage Master Plan as recommended by the drainage ad hoc committee 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	Created/Initiated
Mike Perez	New

City Manager Comments:
Approve

Staff Recommendation:
Approve

Attachments, if any:
Proposed Drainage Schedule Projects - recommended by Drainage Committee

Responsibilities upon Approval:

City of Weslaco

255 S. Kansas Avenue, Weslaco, TX 78596

Weslaco Drainage Citizens Task Force

March 26, 2019

Dear Mayor David Suarez and City Commissioners,

At the Weslaco Drainage Citizens Task Force Committee meeting of March 14, 2019, we met and reviewed the drainage projects. We are recommending the attached proposed "Drainage Project Schedule" for addressing the projects as recommended by the drainage study. We have established a schedule for projects to be completed along with the benchmark dates contingent upon the bond election passing on May 4, 2019.

Should you have any further questions, please don't hesitate to contact me.

Sincerely,

Randy Hall
Drainage Committee Chairman

Proposed Drainage Project Schedule

Available Funds	$13,500,000	
Expenses	($500,000)	estimate to install larger pipes at Merida/Austin
	($1,000,000)	install Flap gates in inlets
by October 1, 2019	($82,000)	Project 7
	($1,386,000)	Project 8 RDF south of 88 by Dollar Store
	($2,422,000)	Project 2 RDF at School by Westgate/Sugar Cane
	($4,775,000)	Project 6 drainage pipes on Pleasantview south of Bus. 83
	($3,500,000)	Match money for Army Corps. of Engineer Grant
By October 1, 2020 if Bond passes	($165,000)	Shortfall

March
2019 Destination Marketing Report

February Advertising

- General Advertising:
  - ✓ Texas Border Business - $473
- Mexico Advertising:
  - ✓ deShopping – March - $500
- Texas Domestic:
  - ✓ Ongoing billboard advertising on I-2 / Expressway 83 (both directions) - $2,300

Total: $3,273

VISITATION Registrations

Visitors	**In-State/Out of State**
February	13/255

Business Visitor Events Center & Meetings	**Attendance**
14 events/meetings	390

The President/CEO position has been filled by Barbara Jean Garza. Her start date was 3/21/19. She can be reached at barbara@weslaco.com.

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!

March 26, 2019

Participated in Ground Breaking for Commodities Integrated Logistics (CiL)
The Mayor & the Commissioners, the City of Weslaco, Senator Eddie Lucio, Jr., Representative Armando "Mando" Martinez, the EDC Board President & other Board members joined Mr. Joaquin Spamer for the ground breaking of his two warehouses in the Mid Valley Industrial Park, totaling almost 300,000 sq. ft. designed to serve the growing needs of the cotton industry in Weslaco and the entire region of South Texas.

Preparing for International Council of Shopping Centers
Staff is working on appointments for the tradeshow. The ICSC will consist of professional development workshops, conference sessions and appointments with commercial realtors, developers and retail representatives.

Texas Workforce Commission Grants Monies
Workforce Solutions proposes to partner with EDC of Weslaco and Mid Valley Campus South Texas College to collectively submit a FY 2019 High Demand Job Training Program grant proposal to address skill gaps and meet industry needs in Weslaco. The grant application will be submitted at the end of this week.

Weslaco 100 & Façade Grants
Staff completed three projects for the Downtown area: Lionel Western Wear; Ortegon Insurance Agency (enhanced); and the Law Office of Cynthia Benavides. In the last three years, the Weslaco 100 & Façade Grants total 14 projects.

Summary of Leads List
Staff is working a total of 61 leads.

2016/2017 TOTAL WINS	14 WINS	JOBS: 296	CAPITAL INVEST. $15,302,638
2017/2018 TOTAL WINS	23 WINS	JOBS: 266	CAPITAL INVEST. $31,083,199

275 S. Kansas, Suite #A • Weslaco, Texas • 78596
(956) 969-0838 • (956) 969-8611 Fax
www.weslacoedc.com