



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MAY 16, 2017**

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, May 16, 2017 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. PUBLIC HEARING

- A. To solicit input on behalf of Garmed Investments to rezone 510 S. Nebraska, also being Lot 5, Block 39, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Attachment

- B. To solicit input on behalf of Jacinta Hernandez for a Conditional Use Permit for a Wine & Beer Off-Premise Permit at 2504 N. Bridge Avenue, also being Lot 3, Mom & Pop Plaza Subdivision, Weslaco, Hidalgo County, Texas. Attachment

IV. CONSENT AGENDA

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

- A. Approval of the Minutes of the Regular Meeting on May 2, 2017.
(Staffed by City Secretary's Office.) Attachment
- B. Approval of Resolution 2017-42 authorizing submission of a grant application in the amount of \$2,000.00 by the Weslaco Police Department to Wal-Mart's Community Grant Program and authorize the Mayor to execute any related documents. (Staffed by the Weslaco Police Department.) Attachment
- C. Approval of the renewal of the Cooperation Agreement with the County of Hidalgo to continue participation in the Hidalgo County Urban County program for the period of 2018 - 2020. (Staffed by Finance Department.) Attachment
- D. Approval of the assignment by Joule Energy Services of Demand Response Contract to Lone Star Demand Response, for the duration of the original contract, three years effective June 1, 2016, and authorize the Mayor to execute any related documents.
(Staffed by Finance Department.) Attachment
- E. Approval of a Memorandum of Understanding (MOU) with the United States Customs and Border Patrol Protection, Office of Border Patrol, Rio Grande Valley Sector for Emergency Medical Services training at no cost to the City and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment
- F. Approval on renewal agreement with the Texas Department of State Health Services (DSHS), identified as contract number 531-18-0375-00001 to provide access to the Texas Electronic Registration Remote System for issuance of individual birth certificates effective September 1, 2017 – August 31, 2018 and authorize the Mayor to execute any related documents. (Staffed by the City Secretary's Office.) Attachment

- G. Approval on request by Elks Lodge #2057 to close Gibson Park early for their 20th Annual McCaleb Charity Shrimp Boil on May 18th, 2017 to begin at 6 p.m. (Requested by Commissioners Lopez and Kerr on behalf of Paul McDaniel, Chairman Weslaco Elks Lodge #2057.) Attachment

V. OLD BUSINESS

- A. Discussion and consideration after public hearing on behalf of RCI Development-Wisconsin, Ltd to approve Ordinance 2017-23 to rezone 1301 South Midway Road also being a 25.263-acre tract out of Farm Tract 643, West Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to M-1 Mobile Home District. First reading of Ordinance 2017-23. Possible action. (The item remained tabled on May 2, 2017; staffed by Planning and Code Enforcement Department. Item will require a 3/4 vote as item was denied by Planning & Zoning Commission.) Attachment

VI. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Garmed Investments to approve Ordinance 2017-26 rezoning 510 S. Nebraska, also being Lot 5, Block 39, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-26. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration after public hearing on behalf of Jacinta Hernandez to approve a Conditional Use Permit for a Wine & Beer Off-Premise Permit at 2504 N. Bridge Avenue, also being Lot 3, Mom & Pop Plaza Subdivision, Weslaco, Hidalgo County, Texas and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- C. Discussion and consideration to approve the Final Plat for JOW Subdivision, being a 28.33-acre tract of land out of Farm Tract 62, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located at 2615 E. Sugar Cane Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning and Code Enforcement.) Attachment
- D. Discussion and consideration to approve the Final Plat for Pablo Pena Jr. Subdivision, being a 2.12-acre tract of land out of Farm Tract 146, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located 200 feet North of Expressway 83 and Westgate Drive and authorize the Mayor to execute any related documents.

Possible action. (Staffed by the Planning and Code Enforcement.) Attachment

- E. Discussion and consideration to approve final payment for Artillery Construction, LLC in an amount not to exceed \$33,573 .20 for the 2nd Street Sidewalk Improvement Project and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- F. Discussion and consideration to approve interlocal agreements with the University of Texas - Rio Grande Valley for two summer internships and a graduate engineer in the Planning and Code Enforcement Department and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- G. Discussion and consideration to approve an amended Interlocal Cooperation Agreement between the County of Hidalgo and City for Phase I and II road improvements for Mile 6 West Road (Westgate Drive) between Mile 9 North Road and Mile 11 North Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by the City Manager's Office.) Attachment
- H. Discussion and consideration to select a respondent to Request For Qualifications No. 2016-17-14 Architectural Engineering Design Services for a new Fire Station and Combined Police/Central Fire Station. Possible action. (Staffed by Finance Department.) Attachment
- I. Discussion and consideration to approve Ordinance 2017-25 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-25. Possible action. (Staffed by the Finance Department.) Attachment
- J. Discussion and consideration to accept, open, award and/or reject the sole bid received to Bid No.: 2016-17-24 Public Sale of Property located on the Northeast corner of Intersection of Dolores Huerta Avenue/Paseo Del Norte and Interstate 2 Weslaco, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- K. Discussion and consideration to accept and approve the Weslaco Mid Valley Airport's Hangar Compliance Program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment
- L. Discussion and consideration to adopt the Weslaco Mid Valley Airport Lease

Agreement Rates and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment

- M. Discussion and consideration to accept and approve the Weslaco Mid Valley Airport's Lease Agreement Template and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment
- N. Discussion and consideration to accept and approve changing the assigned Weslaco Mid Valley Airport's Identifier and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment
- O. Discussion and consideration to approve the purchase of one new patrol vehicle through the Stonegarden grant program as budgeted and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.) Attachment
- P. Discussion and consideration to approve Resolution 2017-41 providing Insurance Coverage for Advisory Board Members and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) Attachment
- Q. Discussion and consideration to select an energy services company for performing contracting. Possible action. (Staffed by City Manager's Office.)
- R. Discussion and consideration to set the date and time for a Workshop of the City Commission to discuss Single Member Districts. Possible action. (Staffed by City Manager's Office.)
- S. Discussion and consideration to follow-up on previous discussions to synchronize the traffic lights on three major thoroughfares. Possible action. (Requested by Mayor Pro-Tem Tafolla and Commissioner Noriega.)

VII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

- (2) is liable to a person injured or damaged by the disclosure for:
 - (A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;
 - (B) reasonable attorney fees and court costs; and
 - (C) at the discretion of the trier of fact, exemplary damages.
- (b) An offense under Subsection (a)(1) is a Class B misdemeanor.
- (c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:
 - (1) the defendant had good reason to believe the disclosure was lawful; or
 - (2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- 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.
- C. Pending Litigation - Consultation with City Attorney regarding *City of Weslaco v. Briones Consulting and Engineering* as authorized by §551.071 of the Texas Government Code.
- D. Legal Opinion - Consultation with City Attorney on legal opinion related to the contract with neighboring cities for the sale of water as authorized by §551.071 of the Texas Government Code.
- E. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property located at the Southeast corner of East Pike Boulevard and Vo Tech Drive Weslaco, Hidalgo County, Texas as authorized by §551.072 of the Texas Local Government Code.
- F. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to Project Chicken Hatch "B" as authorized by §551.087 of The Texas Government Code.
- G. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Police Union (Weslaco Municipal Police Association) as authorized by §551.071 of the Texas Government Code.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. 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 12th day of May, 2017 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/ Elizabeth M. Walker, City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-955	
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 Mike Perez		Created/Initiated Final Approval	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Robin Wiley, First Baptist Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			

Attachments, if any: Pledge and Mission
Responsibilities upon Approval:

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-986	
From: Mardoqueo Hinojosa			
Subject: To solicit input on behalf of Garmed Investments to rezone 510 S. Nebraska, also being Lot 5, Block 39, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Attachment			
Background: Applicant is requesting to rezone property from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Twenty-eight (28) property owners within 200 feet of applicant's property were notified by letter on April 21, 2017.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the Public Hearing appeared in The Monitor on April 17, 2017.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning Commission recommended approval on May 3, 2017.			
Mardoqueo Hinojosa		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval as it is in compliance with future zone map and adjacent properties are zoned accordingly.			
Attachments, if any: Rezone Aerial			
Responsibilities upon Approval: Staff will advise applicant.			

Rezone Request

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

Legend

 510 S Nebraska Ave

E 3rd St

 510 S Nebraska Ave

Google earth

© 2016 Google



700 ft



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-988
From: Mardoqueo Hinojosa		
Subject: To solicit input on behalf of Jacinta Hernandez for a Conditional Use Permit for a Wine & Beer Off-Premise Permit at 2504 N. Bridge Avenue, also being Lot 3, Mom & Pop Plaza Subdivision, Weslaco, Hidalgo County, Texas. Attachment		
Background: The applicant is requesting to obtain Conditional Use Permit to obtain a Wine and Beer Off-Premise Permit. Twenty-seven (27) property owners within 200 feet of the applicant's property were notified by letter on April 21, 2017.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Public Hearing		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on April 17, 2017.		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning Commission recommended approval on May 3, 2017.		
Mardoqueo Hinojosa	Created/Initiated	
Mardoqueo Hinojosa	Approved	
Mike Perez	Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: CUP Aerial		
Responsibilities upon Approval: Staff will advise applicant.		

Conditional Use Permit

Wine and Beer Retailer's Off-Premise

Legend

 2504 N. Bridge Ave., Suite B

Sugarcane Drive

2504 N. Bridge Ave., Suite B

E Washington St

Bridge Avenue

N Bridge Ave

Kennedy Dr

E Jefferson St

Google earth

© 2014 INEGI
© 2014 Google
Texas Orthomagery Program



600 ft



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-960	
From:			
Subject: Approval of the Minutes of the Regular Meeting on May 2, 2017. (Staffed by City Secretary's Office.)			
Background: Record of commission action for the regular meeting of May 2, 2017.			
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 Elizabeth Walker Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 17-05-02 minutes			
Responsibilities upon Approval: Retain and file			



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MAY 2, 2017**

On Tuesday, May 2, 2017, at 5:33 PM the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

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

Also present: Mary Barrera, Finance Director; Jose Pena, Information Technology; Pete Garcia, Public Works Director; Tony Lopez, Fire Chief; Stephen Mayer; Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Arnold Becho, Library Director; Andrew Munoz, Airport Director; Aida Vega, Deputy Secretary; and 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, April 28, 2017.

B. Invocation.

Dr. Akram Rana, RGV Islamic Center, led in the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

Mayor Suarez proclaimed Elder Abuse Prevention Month and Motorcycle Safety and Awareness Month.

E. Roll Call.

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

II. PUBLIC COMMENTS

There were no comments received.

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 following Regular Meetings:

1) March 21, 2017; 2) April 4, 2017; and 3) April 18, 2017 (Staffed by City Secretary's Office.)

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

1) City of Weslaco Building and Safety Codes and authorize the Mayor to execute any related documents. Possible action. (First Reading of Ordinances held February 21, 2017; Staffed by Planning & Code Enforcement Department.)

a. Ordinance 2017-07 the 2015 Edition of the International Building Code Property and Maintenance Standards for the regulation and governing of conditions and maintenance of all property, including the condemnation and demolition of structures unfit for human occupancy and providing for the issuance of permits and collection of fees.

b. Ordinance 2017-08 the 2015 Edition of the International Existing Building Code for the regulation and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings and providing for the issuance of permits and collection of fees.

c. Ordinance 2017-09 the 2015 Edition of the International Residential Code for the regulation and governing of construction, replacements, repairs and demolition of detached one and two family dwellings and multiple single family dwellings; providing for the issuance of permits and collection of fees.

d. Ordinance 2017-10 the 2015 Edition of the International Energy Conservation Code for the regulation and governing of energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems and providing for the issuance of permits and collection of fees. (First reading of Ordinance held April 18, 2017.)

e. Ordinance 2017-11 the 2015 Edition of the International Fire Code for the regulation and governing the safeguarding of life and property from fire and explosion hazards and from conditions hazardous to life or property in the occupancy of buildings and premises and providing for the issuance of permits and collection of fees.

f. Ordinance 2017-12 the 2015 Edition of the International Plumbing Code for the regulation and governing of design, construction, quality, installation, relocation, etc.; use or maintenance of plumbing systems; and providing for the issuance of permits and collection of fees.

g. Ordinance 2017-13 the 2015 Edition of the International Mechanical Code for the regulation and governing of design, construction, quality, installation, relocation, etc.; use or maintenance of mechanical systems; and providing for the issuance of permits and collection of fees.

h. Ordinance 2017-14 the 2015 Edition of the International Fuel Gas Code for the regulation and governing of fuel gas systems and gas-fired appliances and providing for the issuance of permits and collection of fees.

i. Ordinance 2017-15 the 2015 edition of NFPA Life Safety Code 101 relating to construction and to maintenance of buildings and public safety, health and general welfare; and providing for the issuance of permits and collection of fees.

j. Ordinance 2017-16 the 2015 Edition of the International Swimming Pool and Spa Code governing of design, construction, alteration, movement, renovation, replacement, repair and maintenance of swimming pools, spas, hot tubs, aquatic facilities and related equipment; and providing for the issuance of permits and collection of fees.

k. Ordinance 2017-17 the 2014 National Electrical Code as the Electrical Code of the City repealing any previous editions.

2) Approval of Ordinance 2017-21 to amend speed limits along FM 1015 between U.S. Business Highway 83 and Mile 8 North Road. First Reading of Ordinance 2017-21 was on April 4, 2017. (Staffed by Planning and Code Enforcement Department.)

3) Approval of Ordinance 2017-24 to rezone 718 W. 6th Street also being Lots 14-17 and W½ Lot 18, Blk 4, Glendale Subdivision, Weslaco, Hidalgo County, Texas, from R-2 Duplex & Apartment District to B-1 Neighborhood Business District. (First reading of Ordinance 2017-24 was held April 18, 2017; staffed by Planning and Code Enforcement Department).

C. Approval of a Memorandum of Understanding between the Texas Parks and Wildlife and the Weslaco Fire Department for Fire Prescribed Burns training and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)

Mayor Pro-Tem Tafolla, seconded by Commissioner Kerr, moved to approve the consent agenda items A, B1 a through k, items B2 and B3 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the following are the ordinances:

ORDINANCE NO. 2017-07

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODE, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; AND THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE AND THE DEMOLITION OF SUCH STRUCTURES IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COMMISSION OF WESLACO as follows:

SECTION 1. That a certain document is on file in the office of the Building Official, being marked and designated as the International Building Code, 2015 edition, including all Appendix Chapters as published by the International Code Council, Inc., be and is hereby adopted as the Building Code of the City of WESLACO, in the State of Texas; for the control of building and structures as herein provided; and each and all the regulations, provisions, penalties, conditions and terms of said Building Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:

§E101.1 City of WESLACO

§1612.3 City of WESLACO

§1612.3 September 1979

§F907.2.3 Group E..... A manual fire alarm system that activates the occupant notification system in accordance with section 907.5 shall be installed in Group E occupancies. Smoke alarms shall be installed in educational occupancies, including but not limited to, day care centers, elementary and secondary schools, and all portable buildings. These devices shall be installed in accordance with the rules for partial smoke detection systems, except that day care centers require additional protection in every room in which children sleep. Smoke alarms shall be listed and meet the installation requirements of NFPA 72.

§114.4.1.....Violations penalties. Any person who violates a provision of this code, fails to comply with any of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more, two thousand dollars (\$2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

§115.2.1.....Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars (\$2,000.00) or more than ten thousand dollars (\$10,000.00).

SECTION 3. Be It Further Ordained by the City of WESLACO Ordinance No. 2013-10 entitled International Building Code Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance or in the Building Code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of WESLACO hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance or in the Building Code hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of May, 2017.

ORDINANCE NO. 2017-08

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE, REGULATING AND GOVERNING THE REPAIR, ALTERATION, CHANGE OF OCCUPANCY, ADDITION AND RELOCATION OF EXISTING BUILDINGS, INCLUDING HISTORIC BUILDINGS, IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COMMISSION OF WESLACO AS FOLLOWS:

SECTION 1. That a certain document is on file in the office of the Building Official and the City of Weslaco, being marked and designated as the International Existing Building Code, 2015 edition, including the appendix as published by the International Code Council, Inc., be and is hereby adopted as the Existing Building Code of the City of Weslaco, in the State of Texas, for regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings, as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Existing Building Code, 2015 edition, on file in the office of the Building Official are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:

Section 101.1 City of Weslaco

Section 1401.2.....{Effective Date}

§113.4.1.....Violations penalties. Any person who violates a provision of this code, fails to complies with an of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a

Class C Misdemeanor punishable by a fine of not more, two thousand dollars (\$2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

§114.2.1.....Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars (\$2000.00) or more than ten thousand dollars (\$10,000.00).

SECTION 3. Be It Further Ordained by the City of Weslaco Ordinance No. 2013-11 entitled International Existing Building Code Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of May, 2017.

ORDINANCE NO. 2017-09

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE, REGULATING AND GOVERNING CONSTRUCTION, ALTERATION, MOVEMENT, ENLARGEMENT, REPLACEMENT, REPAIR, EQUIPMENT, LOCATION, REMOVAL AND DEMOLITION OF DETACHED ONE AND TWO FAMILY DWELLINGS AND MULTIPLE SINGLE FAMILY DWELLINGS (TOWNHOUSES) NOT MORE THAN THREE STORIES IN HEIGHT WITH SEPARATE MEANS OF EGRESS IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COMMISSION OF WESLACO the following:

SECTION 1. That a certain documents is on file in the office of the Building Official and the City of Weslaco, being marked and designated as the International Residential Code, 2015 edition, excluding section P2904, but including all other appendix chapters as published by the International Code Council and is hereby adopted as the Residential Code of the City of Weslaco, in the State of Texas regulating and governing construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories in height with separate means of egress in the City of Weslaco; providing for the issuance of permits and collection of fees therefore; and each and all the regulations, provisions, penalties, conditions and terms of said Residential Code, 2015 edition, on file in the office of the Building Official are hereby referred to, adopted and made part hereof as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:

§ R101.1 City of Weslaco

Table R301.2 (1)Attached as Appendix A

§ P2603.5.1.....six, twelve

§ 14-291.....Residential construction *code*. With the following additions, deletions and revisions, the International Residential Code for One- and Two-Family Dwellings, 2015 Edition (including Appendix E, Manufactured Housing Used as Dwellings, Appendix H, Patio Covers, Appendix J Existing Building and Structures, (see International Residential Code Section R102.5, 2015 Edition)), as published by the International Code Council, a copy of which, authenticated by the signatures of the Mayor and City Secretary of the City of Weslaco, made public record by this section, and on file in the city secretary's office, is incorporated by reference and adopted as the Residential Construction Code for the City of Weslaco:

Section R112 of the International Residential Code is deleted. Refer to Section 14-206 Technical Construction Boards for details on the establishment, duties and powers, and appeals process of the building *code* board of appeals, electrical advisory board, and mechanical/plumbing advisory board.

§ R313.1.....Townhouse automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in townhouses only when three (3) or more attached dwelling units are constructed and transient uses (occupancies less than thirty (30) days) are allowed.

Exception: An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.

§ R313.1.1.....Design and installation. Automatic residential fire sprinkler systems for townhouses shall be designed and installed in accordance with Sections P2904 or NFPA 13D.

§ R313.2.....One- and Two-Family Dwellings automatic fire systems of the International Residential Code is deleted.

§ P2503.8.1.....Testing and certification of backflow devices. The owner of any reduced pressure principle backflow preventer, double check-valve assembly backflow preventer, double-detector check-valve assembly backflow preventer, or pressure-type vacuum breaker assembly backflow preventer must have the backflow device tested and certificated by a Backflow Prevention Assembly Tester before a backflow preventer is placed in service and annually thereafter to ensure its proper operation. The Backflow Prevention Assembly Tester must file a copy of the initial and each annual certification with the building official within ten (10) days of the testing.

§ P2503.8.2.....Failure to report test result. Upon the failure to report the result of the required test of the backflow prevention device, the City Manager, or designee, may authorize the stoppage of the supply of water to the service address. The water may not be restored, except upon provision of the report of the required test.

§ P2503.8.3.....Testing. Residential irrigation backflow prevention assemblies shall be tested at least once every three (3) years. Reduced pressure principle backflow preventers, double check valve assemblies, double-detector check valve assemblies and pressure vacuum breaker assemblies that are not part of a residential irrigation system shall be tested at the time of installation, immediately after repairs or relocation and at least annually.

§ P2504.1.....General. Toilet facilities shall be provided for construction workers and maintained in a sanitary condition. Construction worker toilet facilities of the non-sewer type shall conform to ANSI Z4.3.

§ P2504.2.....Location. Toilet facilities shall be provided for construction workers at each construction site.

- a) The same builder can share one (1) toilet facility with three (3) construction projects on which he/she is permit applicant.
- b) The construction projects must be within two hundred (200) feet of each other to share a toilet facility.
- c) Each building permit applicant must have a toilet facility for his/her own project.

§Violations penalties. Any person who violates a provision of this code, fails to comply with any of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more than two thousand dollars (\$2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

§Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars (\$2,000.00) or more than ten thousand dollars (\$10,000.00).

SECTION 3. Be It Further Ordained by the City of Weslaco Ordinance No. 2013-12 entitled International Residential Code Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of May, 2017.

ORDINANCE NO. 2017-10

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, REGULATING AND GOVERNING ENERGY EFFICIENT BUILDING ENVELOPES AND INSTALLATION OF ENERGY EFFICIENT MECHANICAL, LIGHTING AND POWER SYSTEMS IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COUNCIL OF WESLACO as follows:

SECTION 1. That a certain document is on file in the office of the Building Official and the City of Weslaco, being marked and designated as the International Energy Conservation Code, 2015 edition, including Appendix A as published and attached by the International Code Council, Inc., be and is hereby adopted as the Energy Conservation Code of the City of Weslaco, in the State of Texas, for regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Energy Conservation Code, 2015 edition, on file in the office of the Building Official are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:

§ C101.1 and R101.1 City of Weslaco

§104.5.....Approved inspection agencies. The Building Official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as qualifications and reliability.

§104.5.1.....Approved agents. Only those third party inspectors who have been registered with the City and have met the requirements of the Building Official shall be accepted as approved energy conservation *code* compliance inspectors. A list of third party inspectors that are registered with the City to be third party energy compliance inspectors will be available on the City's Development Services website for public viewing.

§104.5.2..... Requirements for registered third party inspectors.

- a) Insurance - Third party inspectors are required to have five hundred thousand dollars (\$500,000.00) of commercial general liability, with a combined single limit per occurrence provided coverage for property damage and bodily injury.
- b) Registration - All third party inspectors are required to register with the City for participation in the City of Weslaco Energy Conservation Code Compliance Program.
- c) Renewal - All third party inspectors are required to submit an annual renewal and proof of current insurance to Development Services.

§104.8..... Approval. After the prescribed tests and inspections indicate that the work complies in all respects with this *code*, a notice of approval shall be issued by the Building Official.

§104.8.a..... Method of Approval. Test results will be accepted by Development Services via electronic submission.

§104.8.b..... Documentation Requirements for Code Compliance Registration with the City shall contain:

1. The name of the company.
2. Company address.
3. Specific energy improvements offered by company.
4. Name of registered technician that will be performing the inspection.
5. Type of certification that inspector has acquired. Certified HERS Raters or Rating Field Inspectors by RESNET, Performance Verification Technicians certified by Texas HERO, or other certifications that are approved by the Building Official.

6. Certificate of Insurance.

§104.8.c..... Documentation Requirements for Inspection Submission:

1. Verification of third party registration.
2. Disclosure of inspection results.
3. Pass or fail results.

§104.8.d..... Time Frame for Submitting Approved Test Results. Test results by a third party inspector in compliance with Section 104.5.1 shall be filed with Development Services, Building Division, prior to the Certificate of Occupancy being issued.

§104.8.1..... Revocation. The Building Official is authorized to, in writing, suspend or revoke a notice of approval whenever the certificate is issued in error, incorrect information was supplied, or where it is determined that the building, structure, premise, or portion thereof is in violation of any ordinance or regulation or any of the provisions of this *code*.

§108.4.1..... Violations penalties. Any person who violates a provision of this code, fails to comply with any of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more than two thousand dollars (\$2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

§108.4.2..... Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars (\$2,000.00) or more than ten thousand dollars (\$10,000.00).

Amending §302.1 C..... Interior design conditions. The interior design temperatures used for heating and cooling load calculations shall be a maximum of 72° F (22° C) for heating and minimum of **72° F (22° C) for cooling**.

Amending §403.3..... Economizers to add exception number 10. Interior air handling units.

SECTION 3. Be It Further Ordained by the City of Weslaco Ordinance No. 2013-13 entitled International Energy Conservation Code Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of April 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of May, 2017

ORDINANCE NO. 2017-11

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE, REGULATING AND GOVERNING THE SAFEGUARDING OF LIFE AND PROPERTY FROM FIRE AND EXPLOSION HAZARDS ARISING FROM THE STORAGE, HANDLING AND USE OF HAZARDOUS SUBSTANCES, MATERIALS AND DEVICES, AND FROM CONDITIONS HAZARDOUS TO LIFE OR PROPERTY IN THE OCCUPANCY OF BUILDINGS AND PREMISES IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COUNCIL OF WESLACO the following:

SECTION 1. That a certain document is on file in the office of the Building Official and the City of Weslaco, being marked and designated as the International Fire Code, 2015 edition, including all Appendix Chapters as published by the International Code Council and is hereby adopted as the International Fire Code of the City of Weslaco, in the State of Texas for regulating and governing the safeguarding of life and property from fire hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises; and providing for the issuance of permits and collection fees therefore; and each and all the regulations, provisions, penalties, conditions and terms of said Fire Code, in the office of the Building Official are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:

§ F101.1 City of Weslaco

§ F109.4.....Violations penalties. Any person who violates a provision of this code, fails to comply with any of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more than two thousand dollars (\$2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

§ 111.4.1.....Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars (\$2,000.00) or more than ten thousand dollars (\$10,000.00).

SECTION 3. That the limits referred to in certain sections of the 2015 International Fire Code are hereby established as follows:

§F3204.3.1.1 (limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited):

§F3404.2.9.5.2 (limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited): City of Weslaco

§3406.2.4.4 (limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited): City of Weslaco

§3804.2 (limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): City of Weslaco

SECTION 4. Be It Further Ordained By The City of Weslaco that Ordinance No. 2013-14 entitled International Fire Code Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 5. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of May, 2017.

ORDINANCE NO. 2017-12

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL PLUMBING CODE, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, ERECTION, INSTALLATION, ALTERATION, REPAIR, LOCATION, RELOCATION, REPLACEMENT, ADDITION TO, USE OR MAINTENANCE OF PLUMBING SYSTEMS IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COMMISSION OF WESLACO as follows:

SECTION 1. That a certain document is on file in the office of the Building Official and the City of Weslaco, being marked and designated as the International Plumbing Code, 2015 edition, including all appendix chapters as published by the International Code Council, be and is hereby adopted as the Plumbing Code of the City of Weslaco, in the State of Texas regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of the plumbing systems as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Plumbing Code, 2015 edition, on file in the office of the Building Official are

hereby referred to, adopted and made a part hereof as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:

§ P101.1 City of Weslaco

§ P106.6.2. City of Weslaco Master Fee Schedule

§ P106.6.3..... fifty, ninety

§ P108.4..... Violations penalties. Any person who violates a provision of this code, fails to comply with any of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more than two thousand dollars (\$2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

§ P108.5..... Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars (\$2,000.00) or more than ten thousand dollars (\$10,000.00).

§ P305.4.1.....six, six

§ P312.10.....Inspection and testing of backflow prevention assemblies. Inspection and testing shall comply with Section 312.10.1.

§ P312.10.1.....Inspection and Testing. Residential irrigation backflow prevention assemblies shall be tested at least once every three years. Reduced pressure principle backflow preventer assemblies, double check-valve assemblies, pressure vacuum breaker assemblies, reduced pressure detector fire protection backflow prevention assemblies, double check detector fire protection backflow prevention assemblies, and spill proof vacuum breakers that are not part of a residential irrigation system shall be tested at the time of installation, immediately after repairs or relocation and at least annually. All testing and certification shall be performed by a state-licensed Backflow Prevention Assembly Tester. The Backflow Prevention Assembly Tester must file an original copy of the initial test certification and each annual certification with the water purveyor within ten (10) days of the testing. The testing procedure shall be performed in accordance with one (1) of the following standards: ASSE 5013, ASSE 5015, ASSE 5020, ASSE 5047, ASSE 5048, ASSE 5052, ASSE 5056, CSA B64.10 or CSA B64.10.1.

§ P608.14Location of backflow preventers. Access shall be provided to backflow preventers as specified by the installation instructions of the approved manufacturer. If needed, additional access and clearance must be provided to allow for the required testing, maintenance, and repair. Access and clearance must require a minimum of one (1) foot (305 mm) between the lowest portion of the assembly and grade, floor, or platform. Installations elevated more than five (5) feet (1.53 m) above the floor or grade, measured from the center line of the valve, must be provided with a permanent platform capable of supporting five hundred (500) pounds and provide mechanical support.

§ P608.16.4.....Connections to automatic fire sprinkler systems and standpipe systems. The potable water supply to automatic fire sprinkler and standpipe systems shall be protected against backflow by a double check detector assembly or a reduced pressure principle detector backflow preventer.

§ P608.16.5.....Connections to lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by a pressure-type vacuum breaker or a reduced pressure principle backflow preventer. A double check valve shall not be used. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

SECTION 3. Be It Further Ordained by the City of Weslaco Ordinance No. 2013-15 entitled International Plumbing Code Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of May, 2017

ORDINANCE NO. 2017-13

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL MECHANICAL CODE, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, ERECTION, INSTALLATION, ALTERATION, REPAIR, LOCATION, RELOCATION, REPLACEMENT, ADDITION TO, USE OR MAINTENANCE OF MECHANICAL SYSTEMS IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COMMISSION OF WESLACO as follows:

SECTION 1. That a certain document is on file in the office of the Building Official and the City of Weslaco, being marked and designated as the International Mechanical Code, 2015 edition, including all Appendix Chapters as published by the International Code Council, Inc., be and is hereby adopted as the Mechanical Code of the City of Weslaco, in the State of Texas regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of the mechanical systems in the City of Weslaco and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Mechanical Code, 2015 edition on file in the office of the City of Weslaco are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:

§ M101.1 City of Weslaco

§ M106.5.2. City of Weslaco Master Fee Schedule

§ M106.5.3..... fifty, ninety

§ M108.1 through 108.4.1..... Violations penalties. Any person who violates a provision of this code, fails to comply with an of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more, two thousand dollars (\$2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

§ P108.5.1.....Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to given written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars (\$2000.00) or more than ten thousand dollars (\$10,000.00).

SECTION 3. Be It Further Ordained by The City of Weslaco Ordinance No. 2013-16 entitled International Mechanical Code Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of May, 2017.

ORDINANCE NO. 2017-14

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL FUEL GAS CODE, REGULATING AND GOVERNING FUEL GAS SYSTEMS AND GAS-FIRED APPLIANCES IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COMMISSION OF WESLACO as follows:

SECTION 1. That a certain document is on file in the office of the Building Official and the City of Weslaco, being marked and designated as the International Fuel Gas Code, 2015 edition, including all Appendix Chapters, as published by the International Code Council, Inc., be and is hereby adopted as the Fuel Gas Code of the City of Weslaco, in the State of Texas; for regulating and governing fuel gas systems and gas-fired appliances as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fuel Gas Code on file in the office of the Building Official are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:

§ FG101.1 City of Weslaco

§ FG106.6.2.....Master Fee Schedule

§ FG106.6.3.....fifty, ninety

§ FG108.4.1.....Violations penalties. Any person who violates a provision of this code, fails to comply with any of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more than two thousand dollars (\$2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

§ FG108.5.1.....Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars (\$2,000.00) or more than ten thousand dollars (\$10,000.00).

SECTION 3. Be It Further Ordained by the City of Weslaco that Ordinance No. 2013-17 entitled International Fuel Gas Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of May, 2017.

ORDINANCE NO. 2017-15

AN ORDINANCE TO ADOPT **NFPA LIFE SAFETY CODE 101-2015 EDITION** RELATING TO INSPECTION ACTIVITIES OF WESLACO, HIDALGO COUNTY, TEXAS AND ENFORCEMENT OF BUILDING PROVISIONS AS PROVIDED IN SAID CODES.

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

SECTION 1: WHEREAS, it is the desire of the Weslaco City Commission to adopt, in all respect, the various Standard Codes relating to building, structures and fire prevention, and

WHEREAS, the adoption of these Codes is done to facilitate proper inspection activities by Weslaco, Hidalgo County, Texas relating to construction and to maintenance of buildings within said Weslaco, Hidalgo County, Texas and relating to public safety, health and general welfare;

NOW, THEREFORE, BE IT ORDAINED BY the Weslaco City Commission that the following code is hereby adopted by reference as though they were copied herein fully; N.F.P.A. Life Safety Code 101- 2015 Edition

SECTION 2: BE IT FURTHER ORDAINED BY the Weslaco City Commission that any matters in said Code which are contrary to existing Ordinance of Weslaco, Hidalgo County, Texas, shall prevail and that Ordinance No. 2000-04, entitled National Fire Protection Association-1997 Edition of Life Safety Code 101. is hereby repealed and, to that extend any existing Ordinance to the contrary are hereby repealed in that respect only.

SECTION 3: BE IT FURTHER ORDAINED the within said code, when reference is made to the duties of a certain official named therein, that designated official of Weslaco, Hidalgo County, Texas, who has duties corresponding to those of the named official in said Code shall be deemed to be responsible official insofar as enforcing the provision of said Code are concerned.

SECTION 4: BE IT FURTHER ORDAINED that this Ordinance shall take effect and be in force 90 days from and after its passage, the public welfare requiring it.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of May, 2017.

ORDINANCE NO. 2017-16

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, ALTERATION, MOVEMENT, RENOVATION, REPLACEMENT, REPAIR AND MAINTENANCE OF SWIMMING POOLS, SPAS, HOT TUBS, AQUATIC FACILITIES AND RELATED EQUIPMENT IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COMMISSION OF WESLACO as follows:

Section 1. That a certain document is on file in the office of the Building Official of City of Weslaco, being marked and designated as the *International Swimming Pool and Spa Code*, 2015 edition, as published by the International Code Council, be and is hereby adopted as the Pool and Spa Code of the City of Weslaco, in the State of Texas; regulating and governing the design, construction, alteration, movement, renovation, replacement, repair and maintenance of swimming pools, spas, hot tubs, aquatic facilities and related equipment as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Pool and Spa Code on file in the office of the Building Official are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:

§ SPS101.1 City of Weslaco

§ SPS105.6.2.....Master Fee Schedule

§ SPS105.6.3.....fifty, ninety

§ SPS107.4..... Violations penalties. Any person who violates a provision of this code, fails to comply with any of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more than two thousand dollars (\$2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

§ SPS107.5.....Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars (\$2,000.00) or more than ten thousand dollars (\$10,000.00).

SECTION 3. Be It Further Ordained by The City of Weslaco that Ordinance No. 2013-19 entitled International Swimming Pool and SPA Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 14th day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of May, 2017.

ORDINANCE NO. 2017-17

AN ORDINANCE REPEALING THE 2011 EDITION OF THE NATIONAL ELECTRICAL CODE AND ADOPTING THE 2014 NATIONAL ELECTRICAL CODE AS THE ELECTRICAL CODE OF THE CITY OF WESLACO, AND REPEALING OTHER ORDINANCES OR PARTS THEREOF IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COMMISSION OF WESLACO as Follows:

Section 1: The 2011 Edition of the National Electrical Code is hereby repealed and the 2014 Edition of the National Electrical Code is hereby adopted as the Electrical Code of the City of Weslaco

Section 2: The following sections are hereby revised:

§90.4.1.....Violations penalties. Any person who violates a provision of this code, fails to comply with any of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more than two thousand dollars (\$2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

§90.4.2.....Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars (\$2,000.00) or more than ten thousand dollars (\$10,000.00).

Section 3: All ordinances or parts thereof in conflict herewith shall be and they are hereby repealed

Section 4. Be It Further Ordained by the City of WESLACO Ordinance No. 2013-20 entitled National Electrical Code Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

Section 5. That if any section, subsection, sentence, clause or phrase of this ordinance or in the Building Code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of WESLACO hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. That nothing in this ordinance or in the Building Code hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 7. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

Section 8. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of May, 2017.

ORDINANCE 2017-21

AN ORDINANCE AMENDING CHAPTER 134 – TRAFFIC, ARTICLE II OPERATION OF VEHICLES, SECTION 134-58 SPEED LIMITS OF THE WESLACO CODE OF ORDINANCE TO REDUCE THE SPEED LIMIT ALONG FM 1015 FOR 0.627 MILES NORTH OF U.S. BUSINESS HIGHWAY 83 TO 35 MPH AND TO INCREASE THE SPEED LIMIT FOR 0.226 MILES NORTH OF INTERSTATE 2; AND ORDAINING OTHER MATTER WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I. Chapter 134 – Traffic, Article II Operation of Vehicles, Section 134-58 Speed Limits is hereby amended to reduce the speed limit along F.M. 1015 for 0.627 miles north of U.S. Business Highway 83 to 35 mph and to increase the speed limit for 0.226 miles north of Interstate 2; Providing for erection of signs; Providing for an effective date; and ordaining other matters with respect to the subject matter, so that after second and final reading the amended Ordinance 200 will read as follows codified as section 27-36 (c).

The maximum speed limit along F.M. 1015 for 0.627 miles north of U.S Business Highway 83 is 35 miles per hour.

The maximum speed limit along F.M. 1015 for 0.226 miles north of Interstate 2 is 45 miles per hour.

SECTION II. This ordinance shall become effective upon its second and final reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 4th day of April, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of May, 2017

ORDINANCE NO. 2017-24

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 718 WEST 6TH STREET., ALSO BEING THE LOTS 14-17 AND THE WEST ½ OF LOT 18, BLOCK 4, GLENDALE SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-2 DUPLEX AND APARTMENT DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT.

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

SECTION I: R-2 Duplex and Apartment District to B-1 Neighborhood Business District being Lots 14-17 and the West ½ Of Lot 18, Block 4, Glendale Subdivision, also being 718 West 6th Street., 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 18th day of April, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 2nd day of May, 2017.

CITY OF WESLACO
/s/DAVID SUAREZ, MAYOR

ATTEST:

/s/ELIZABETH WALKER, CITY SECRETARY

APPROVED AS TO FORM:

/s/JUAN E. GONZALEZ, CITY ATTORNEY

IV. OLD BUSINESS

A. Discussion and consideration after public hearing on behalf of RCI Development-Wisconsin, Ltd to approve Ordinance 2017-23 to rezone 1301 South Midway Road also being a 25.263 acre tract out of Farm Tract 643, West Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to M-1 Mobile Home District. First reading of Ordinance 2017-23. Possible action. (This item was tabled on April 18, 2017; staffed by Planning and Code Enforcement Department. Item will require a 3/4 vote as item was denied by Planning & Zoning Commission.)

Mardoqueo Hinojosa, City Engineer/Planning Director, requested the item remain on the table.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved the item remain on the table. The motion carried unanimously; Mayor Suarez was present and voting.

V. NEW BUSINESS

A. Discussion and consideration to award Request For Bid 2016-17-22 Sugarcane Drive Detention Pond Improvement Project to the lowest and most advantageous bidder and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Commissioner Kerr abstained from discussion and vote and filed a conflict disclosure statement.

Mardoqueo Hinojosa stated ten bids were received, reviewed and tabulated. Staff recommended to award the lowest bidder, Castle Enterprises, in the amount of \$125,728.54. The bid is within budget; however, this does not include irrigation system improvements as awarded in 2015.

In response to Mayor Pro-Tem Tafolla and Commissioner Noriega, this work as bid will re-grade the sidewalks of the existing ditch. Though staff has not worked with this contractor before, past performance and references were checked.

Mayor Pro-Tem Tafolla, seconded by Commissioner Muñoz, moved to award Request for Bid 2016-17-22 Sugarcane Drive Detention Pond Improvement Project to Castle Construction as the lowest and most advantageous bidder as presented. The motion carried with Commissioner Kerr abstaining; Mayor Suarez was present and voting.

B. Discussion and consideration on request from Edible Arrangements to park a trailer for additional storage at the public parking lot along Kansas Avenue (adjacent to Old City Hall) from May 7-15, 2017 and subsequent holiday events of Valentine's and Mother's Days of each year. Possible action. (Requested by Maurice Welton, Edible Arrangements.)

Mike Perez, City Manager, stated the owner has been parking a semi-trailer in the City parking lot across from the library for additional storage for his business. Staff met with the owner for an alternative and found no other parking suitable within a two-block radius of his business. Staff recommends approving an arrangement by which the owner will utilize seven parking spaces and owner agrees to pay \$200.00 per week-long event.

In response to Commissioner Muñoz, it is a refrigerated trailer with self-contained diesel power, minimal condensation, and no health code violations.

Commissioner Noriega, seconded by Mayor Pro-Tem Tafolla, moved to approve the request from Edible Arrangements to park a trailer for additional storage at the public parking lot along Kansas Avenue (adjacent to Old City Hall) from May 7-15, 2017 and subsequent holiday events of Valentine's and Mother's Days of each year. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve the purchase of a 2017 F-650 Chassis under the Fire Department Apparatus Replacement Program and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.)

Antonio Lopez, Fire Chief, recommended approval for the purchase from Boggus Ford. The 2017 F-650 Chassis would be assigned to Station 1 and replace a 2001 Chassis that is out of service. The item is budgeted in the 2016-17 Apparatus Replacement Program fund.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to approve the purchase of a 2017 F-650 Chassis under the Fire Department Apparatus Replacement Program as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to award Buyboard Contract vendor # 501-15, L.J. Power Generators for Automatic Transfer Switch as stated on quote number 17041-001-LD for the City Hall and Fire Administration buildings generator project. Possible action. (Staffed by Parks and Recreation Department.)

David Arce, Parks Director, stated the original request for bids to transfers generators from the Fire Administration building to City Hall and from the Water Treatment Plant to the Fire Department exceeded budget. In order to reduce cost, staff solicited proposals to purchase equipment and install separately. Staff recommends approval to award Buyboard Contract vendor # 501-15, L.J. Power Generators for the Automatic Transfer Switch.

In response to Commissioner Noriega, staff stated the generator at the water treatment plant is an Olympian brand and at the fire department a Kohler brand. The City Manager clarified this purchase was for necessary parts only; the cost of labor to install is estimated at \$10,000.00. Staff needs to be ready for hurricane season that is 30 days out: with a generator, City Hall would become the emergency operations center.

Commissioner Kerr, seconded by Mayor Pro-Tem Tafolla, moved to award Buyboard Contract vendor # 501-15, L.J. Power Generators for Automatic Transfer Switch as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to award Buyboard vendor Park Place Recreation for the purchase of maintenance items for 13 existing play structures at various city parks. Possible action. (Staffed by Parks and Recreation Department.)

David Arce recommended to approve vendor Park Place Recreation for the purchase of maintenance items for thirteen different play structures at various city parks that will extend the life of the equipment. Cost is \$27,117.00 from the Capital Improvement Program fund. The City Manager noted it is prudent to conduct such maintenance annually.

In response to Mayor Pro-Tem Tafolla, this did not include benches; however, twenty-two benches are being installed separately.

Commissioner Kerr, seconded by Commissioner Muñoz, moved to award Buyboard vendor Park Place Recreation for the purchase of maintenance items for 13 existing play structures at various city parks. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to accept the base bid along with alternates 1, 3, 4 & 5 from American Contracting USA for Library Roof Repairs, authorize a budget amendment, and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library Department.)

Arnold Becho, Library Director, stated bids were solicited with six respondents. Staff recommends to accept the base bid and alternates 1, 3, 4 and 5 from American Contracting USA as the best value for the City. A budget amendment would be needed from fund balance.

The City Manager stated the base bid includes repairs to the roof over the auditorium, alternate bid 1 upgrades the roof to a Tier 1 system; alternate bid 2 repairs the roof over the main library; alternate bid 3 repairs the metal roof, alternate bid 4 repairs the metal canopy on the east side theatre entrance and alternate bid 5 will prevent seepage. In response to Commissioner Muñoz, alternate bid 2 is an additional \$34,000.00 more than 3 and when the project is already over budget.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to accept the base bid along with alternates 1, 3, 4 & 5 from American Contracting USA for Library Roof Repairs and authorize a budget amendment. The motion carried unanimously; Mayor Suarez was present and voting.

VI. REPORTS

A. Report by Economic Development Corporation of Weslaco.

Marie McDermott reported on the mural completed on 4th and Texas and held a procurement seminar for the businesses.

B. Report by Weslaco Area Chamber of Commerce.

Doug Croft reported the Chamber app has been active already a year with 1,200 downloads and would be renewing; visitors up 10% and two letters of compliments were received.

C. Report by Severn Trent.

Levi Garza reported on the South Waste Water Treatment Plant produces 1.4 million gallons daily of treated water, supplying it as requested to Tierra Santa Golf Course for irrigation. There have been no TCEQ violations within the last 18 months. The North Waste Water Treatment Plant produces 2 million gallons daily and there are no TCEQ violations to report. He extended an invitation to the Commission to tour any facility at their convenience.

D. Report by Parks and Recreation Department.

David Arce, Parks Director, reported demolition of the pool at Isaac Rodriguez Park had commenced; renovations are ongoing at the former Boys and Girls Club to prepare for the Fire Marshals office and Sally Galvik is completing a parks trails master plan.

E. Report by Planning and Code Enforcement.

Joe Pedraza, Health Official, reported the Clean Sweep event was held Saturday with 100 volunteers cleaning alleys, collecting 56 tons of trash and 250 tires; Phase 2 will place roll-off containers as Las Brisas and Expressway Heights for citizens' convenience.

F. Report by Public Works.

Pete Garcia, Public Works Director, stated staff had training with the new twelve-inch pumps; he also reported on the ongoing cleaning of drain ditches with the Las Brisas drain stair-step project almost complete and three streets paved.

VII. EXECUTIVE SESSION

At 6:34 p.m. Mayor Pro-Tem Tafolla, seconded by Commissioner Muñoz, moved the regular meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 6:57 p.m. Mayor Suarez announced the City Commission had completed its executive session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

There was no action on this item.

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.

There was no action on this item.

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

There was no action on this item.

D. Legal Opinion - Consultation with City Attorney on legal opinion related to the contract with neighboring cities for the sale of water as authorized by §551.071 of the Texas Government Code.

There was no action on this item.

E. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at Bridge Avenue and Expressway 83 as authorized by §551.072 of the Texas Local Government Code

There was no action on this item.

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.

There was no action on this item.

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

Commissioner Kerr abstained from discussion and vote and filed a conflict of interest statement.

Mayor Pro-Tem Tafolla, seconded by Commissioner Noriega, moved to amend the Economic Development incentive agreement related to Project PanAm as discussed in executive discussion. The motion carried unanimously; Mayor Suarez was present and voting.

IX. ADJOURNMENT

Commissioner Muñoz, seconded by Mayor Pro-Tem Tafolla, moved to adjourn at 6:58 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker

MAYOR PRO-TEM, Gerardo “Jerry” Tafolla

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

COMMISSIONER, Olga Noriega

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-969	
From: Robert Lopez			
Subject: Approval of Resolution 2017-42 authorizing submission of a grant application in the amount of \$2,000.00 by the Weslaco Police Department to Wal-Mart's Community Grant Program and authorize the Mayor to execute any related documents. (Staffed by the Weslaco Police Department.)			
Background: Walmart awards grants to local organizations making a difference on key issues in communities where Walmart Stores, clubs and distribution center associates live and work. In FY15, over 46,000 grants equaling more than \$47 million were provided to organizations, including law enforcement agencies, fire departments, schools, recreation centers and more.			
Funding Source (budget code, if applicable): Wal-Mart			
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: 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):			
Robert Lopez		Created/Initiated	
Stephen Mayer		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: 4076C Letter, R2017-42			
Responsibilities upon Approval: The Weslaco Police Department Research and Standards will oversee all forms and documents are submitted according to grant requirements. A letter is attached and must also be signed by Mayor, City Secretary and City			

Attorney.

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 26, 2017

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 Wal-Mart 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 Wal-Mart's Community Grant Program.

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

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

RESOLUTION 2017-42

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Texas, that Wal-Mart's Community Grant Program be operated for the 2017-2018; and

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

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Community Grant Program to Wal-Mart.

Grant Number:

Passed and Approved this 16th day of May, 2017.

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-970
From:		
Subject: Approval of the renewal of the Cooperation Agreement with the County of Hidalgo to continue participation in the Hidalgo County Urban County program for the period of 2018 - 2020. (Staffed by Finance Department.)		
Background: Hidalgo County is proceeding to requalify to receive Urban County designation for fiscal years 2018-2020. As part of the process the City needs to renew our Cooperation Agreement, if we intend to continue to participate with the Hidalgo County Urban County Program.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Mary Barrera	Created/Initiated	
Mary Barrera	Approved	
Mike Perez	Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends renewal of the cooperation agreement with County of Hidalgo Urban County Program.		
Attachments, if any: UC Requalification 2018-2020		
Responsibilities upon Approval:		



URBAN COUNTY PROGRAM

427 E. Duranta Ave., Suite 107 • Alamo, Texas 78516 • (956) 787-8127 FAX (956) 318-2988
E-mail: ucp@co.hidalgo.tx.us

April 28, 2017

Honorable Mayor David Suarez
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

MAY - 1 REC'D
MAYOR'S OFFICE

Certificate Receipt # 7014 1200 0001 7446 6852

RE: URBAN COUNTY REQUALIFICATION FOR FISCAL YEARS 2018-2020

Dear Mayor Suarez:

Pursuant to the HUD CPD-17-03 Notice regarding instructions and new Fair Housing and civil rights requirements for Urban County requalification, the County of Hidalgo is proceeding to requalify to receive Urban County designation as defined by the U.S. Department of Housing and Urban Development for the fiscal years 2018-2020. The process begins with the transmittal of this letter. As part of the process, the County of Hidalgo hereby notifies your City of the following:

1. The County of Hidalgo possesses the essential powers to carry out community development and housing assistance activities within your City without the consent of the governing body of your City.
2. The City has the right to be excluded from the Urban County and, in doing so, would be eligible to apply to the State's Small Cities Program for funding of Community Development Block Grant funds.
3. If the City so elects to become a part of the Urban County, it will do so for the duration of the three (3) year period (2018-2020) and would not be eligible for funding under the State's Small Cities Program.
4. In electing to be a part of the Urban County, the City will automatically participate in the HOME Investment Partnership Program through the Urban County and cannot apply for State HOME funds.
5. In electing to be a part of the Urban County, the City will automatically participate in the Emergency Shelter Grant through the Urban County and cannot apply for State ESG funds.
6. If the City agrees to be a part of the Urban County, the City agrees to sign a cooperation agreement allowing the County to use the City's population for the Urban County designation population requirements, and agrees to sign annual agreements for the administration of Urban County funds.

Any unit of local government, which chooses to be excluded from the Urban County, must notify the County of Hidalgo and the U.S. Department of Housing and Urban Development. Please note that said notification must be made to the County of Hidalgo to the attention of Diana R. Serna, Urban County Program Director, 427 E. Duranta Ave., Suite 107, Alamo, TX 78516. Notification to the U.S. Department of Housing and Urban Development must be made to Elva F. Garcia, CPD Director, H.F. Garcia Federal Bldg/US Courthouse, 615 E. Houston Street, Suite 347, San Antonio, TX 78205. This notification must be done in writing no later than **May 22, 2017**.

In light of the previous Cooperation Agreement between the City and the County not having a specified end date, the City is notified that the Cooperation Agreement will automatically be renewed unless the City submits the proper notifications noted above, again, by May 22, 2017.

If any you have any questions, please do not hesitate to call Mr. Antonio Barco, Deputy Director or myself at (956) 787-8127.

Sincerely,



Diana R. Serna
Urban County Director

xc: Antonio Barco, Deputy Director

Enclosure:

Cooperation Agreement
Excessive Force Resolution

STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Weslaco**, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty first, thirty second, and thirty third year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION 1

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the state for ESG funds if the state allows).

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal Fiscal Years 2018, 2019, and 2020.

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the CDBG, HOME Investment Partnership Act and ESG funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this agreement not specifically set forth herein. This agreement may be modified or amended only by an agreement in writing executed by County and City and not otherwise.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

_____	_____	_____	_____
Arturo Guajardo, Jr., County Clerk	Date	Ramon Garcia, County Judge	Date

CITY OF WESLACO

ATTESTED BY:

_____	_____	_____	_____
City Secretary	Date	Mayor David Suarez	Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

Date

BY: _____

Stephen L. Crain
Legal Counsel County of Hidalgo
Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____

City of Weslaco

Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof; In the City of Weslaco, Hidalgo County, State of Texas, as follows:

ARTICLE I

It is the policy of the City of Weslaco to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City of Weslaco also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

It is the policy of the City of Weslaco to enforce this policy to the full extent allowed by law.

ARTICLE III

Passed and adopted by the City Commission of the City of Weslaco, Hidalgo County, State of Texas, on the ____ day of _____, 2017.

Mayor, City of Weslaco
Hidalgo County, Texas

Attest:

City Secretary



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-991	
From:			
Subject: Approval of the assignment by Joule Energy Services of Demand Response Contract to Lone Star Demand Response, for the duration of the original contract, three years effective June 1, 2016, and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)			
Background: In clause 8.4 of our current contract with Joule Energy Services, they may assign the contract to any other qualified provider of demand response services. We were notified by Joule that they were assigning all of their demand response services to Lone Star Demand Response.			
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: On May 3, 2016 the City Commission awarded Joule Energy Services a three year contract effective June 1, 2016 for the management of the demand response ERS30 load with ERCOT.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Letter from Lone Star Demand Response, Email from Joule Energy			
Responsibilities upon Approval:			

May 8, 2017

Mr. Mike Perez
Mr. Homer Rhodes
City of Weslaco
255 South Kansas Avenue
Weslaco, TX 78596

RE: City of Weslaco ERCOT ERS Participation, Summer 2017

Mr. Mike Perez, Mr. Homer Rhodes:

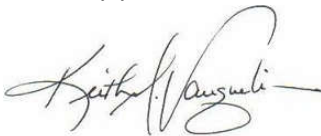
Lone Star Demand Response, LLC, has purchased the existing ERCOT Demand Response book of business from Joule Energy Assets effective May 1, 2017.

Lone Star Demand Response would like to petition the City of Weslaco for permission to continue representing its ERS30 load with ERCOT.

All terms of the existing Joule Energy Assets agreement remain in force.

Thank for your interest – Lone Star Demand Response works for Texas, by Texans, and we are here to help you.

Sincerely yours,



Keith M. Vauquelin
President, Founder
Lone Star Demand Response, LLC

cc: Rich Fusco, Joule Energy Assets

Keith Vauquelin

From: Rich Fusco <rfusco@jouleassets.com>
Sent: Friday, 28 April, 2017 09:55
To: Maria C. Barrera; Homer Rhodes; Elizabeth Saucedo; Cantu, Trinidad; Mike Perez; David Arce
Cc: Keith Vauquelin
Subject: Joule to LSDR: provider change

All,

I want to inform you that as of June 1st 2017, Joule will be spinning off its demand response unit to a new company, Lone Star Demand Response (LSDR), based in Dallas. LSDR should be able to provide you with even better customer service by being located closer to you.

LSDR is managed by Keith Vauquelin (cc'd) who has been involved with Joule's DR unit for over a year now and has over a decade of experience in ERCOT demand response. He will be giving you a call within the next few days to formally introduce himself.

Everything will look and work the same way for you. You will receive the same revenue splits. The only difference is that documents will be from LSDR, and you will now work directly with Keith.

Please let me know if you have any questions or concerns, otherwise you will be hearing from Keith shortly and your ERCOT demand response service will continue as normal under LSDR.

It has been a pleasure working with you, and I wish you all the best in your future demand response participation.

Sincerely,
Rich Fusco

Richard Fusco
Joule Energy Services, LLC
rfusco@jouleassets.com
Office: (914) 977 – 3444 x111
Mobile: (860) 573 – 6538
Fax: (914) 218 – 3474





Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-972	
From:			
Subject: Approval of a Memorandum of Understanding (MOU) with the United States Customs and Border Patrol Protection, Office of Border Patrol, Rio Grande Valley Sector for Emergency Medical Services training at no cost to the City and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)			
Background: The agreement has been an ongoing partnership between US Customs and Border Patrol RGV Sector and City that provides students to obtain clinical work field experience that enhances their skills as EMT. There is no cost to the City.			
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	
Antonio Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Approval.			
Attachments, if any: MOU Affiliation 2017			
Responsibilities upon Approval: Execute, retain and notify agency.			

Memorandum of Understanding
Between:
THE CITY OF WESLACO
and
U.S. Customs and Border Protection,
Office of Border Patrol, Rio Grande Valley Sector

I. PARTIES. The parties to Memorandum of Understanding (“Agreement”) are the Department of Homeland Security, U.S. Customs and Border Protection, Office of Border Patrol, Rio Grande Valley Sector (“Border Patrol”) and THE CITY OF WESLACO.

II. PURPOSE. The purpose of this Agreement is to set forth the terms by which the Border Patrol seeks to obtain a program of clinical education or field work experience at THE CITY OF WESLACO for its Emergency Medical Technicians and Emergency Medical Technician students and by which THE CITY OF WESLACO is willing to provide such experiences. Both the Border Patrol and THE CITY OF WESLACO hereby agree to cooperate and work in good faith with each other to provide program(s), whereby students may obtain certifications as Emergency Medical Technicians, or enhance their skills as Emergency Medical Technicians, as a result of the clinical work or field experience gained at THE CITY OF WESLACO (“Program”).

III. RESPONSIBILITIES.

A. JOINT RESPONSIBILITIES.

1. The clinical training provided in the Program shall include those services, which are mutually agreed upon between the parties.
2. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

B. BORDER PATROL. The Border Patrol agrees to fulfill the following obligations during the term of this Agreement:

1. Comply with the educational standards of the appropriate accreditation bodies.
2. Communicate with THE CITY OF WESLACO, through THE CITY OF WESLACO’s Program Supervisor, on all items pertinent to the Program.
3. Notify THE CITY OF WESLACO through THE CITY OF WESLACO’s Program Supervisor, of the planned schedule of student assignments, including the names of the students, each student’s

level of academic preparation, and length and dates of each student's assignment in the Program.

4. Refer to THE CITY OF WESLACO only students who have satisfactorily completed the prerequisite didactic portion of the curriculum applicable to THE CITY OF WESLACO.
5. Ensure that each student has provided proof of vaccination for, or serologic immunity to Measles, Mumps, Rubella, annual negative TB skin test or chest x-ray; and; Tetanus/Diphtheria inoculation within previous ten years.
6. Ensure that each student provide evidence of being immunized for Hepatitis B/Chickenpox or provide a written formal refusal of the vaccine.
7. Ensure that the students and the Border Patrol faculty support and follow THE CITY OF WESLACO's policies, rules and regulations.
8. Require that the students and Border Patrol faculty dress in a professional manner and wear a visible name tag identifying their level of training and name.
9. Implement a mechanism to notify THE CITY OF WESLACO if a student is unable for any reason to report for training.
10. Provide faculty that are approved by the certifying or accrediting agencies to supervise the clinical aspects of the Program. Such faculty member(s) retain(s) the ultimate responsibility of monitoring and supervising the students.
11. Make provisions for the Border Patrol faculty to engage in continuing communication and periodic evaluation and planning meetings with THE CITY OF WESLACO personnel involved with student learning, including preceptors, if assigned. Any problems arising from student training and the involvement of preceptors will be handled as they arise by the supervising Border Patrol faculty member and THE CITY OF WESLACO staff member(s). In the event of continued difficulty, the problem will be referred to the appropriate THE CITY OF WESLACO Administrator and the Border Patrol Administrator or equivalent.
12. Instruct the students and Border Patrol faculty to maintain the confidentiality of all information about THE CITY OF WESLACO's patients/customers, including information about the identity, diagnosis, evaluation, treatment of such patients, financial condition, or services rendered as required by applicable State and Federal laws and THE CITY OF WESLACO's bylaws, rules and regulations. If, during the course of the Program and in conjunction with the Program requirements, employees and agents of THE CITY OF WESLACO are informed of or possess records of any student, THE CITY OF WESLACO shall comply with the confidentiality requirements of all federal and State laws and regulations in the handling of such records.

C. THE CITY OF WESLACO. THE CITY OF WESLACO agrees to fulfill the following obligations during the term of this Agreement:

1. Maintain standards for appropriate health care services that are conducive to sound educational experiences for the students.
2. Assign a designee, with the required credentials, who will be responsible for facilitating the fieldwork/clinical experience of the students.
3. Make available to the students and Border Patrol faculty library facilities, appropriate records and equipment, classroom and conference space.
4. Provide orientation for the students and Border Patrol faculty to the physical facilities, policies and procedures of THE CITY OF WESLACO.
5. Provide emergency medical care for students and Border Patrol faculty in the event of an illness or accident during his/her participation in the Program, the costs of which shall be borne by the individual student or Border Patrol faculty member or such individual's worker's compensation carrier, as applicable.
6. Advise the Border Patrol of any deficits noted in the ability of an assigned student to progress toward achievement of stated Program objectives in writing, and assist the Border Patrol and the student in attempting to correct these deficits. It will be the mutual responsibility of the student, the Border Patrol faculty, the fieldwork/clinical educator, and the academic fieldwork/clinical coordinator to develop a plan by which the student may be assisted to achieve the stated Program objectives.
7. Permit, upon written request from the Border Patrol the inspection of the facilities, fieldwork, and services by the accrediting agencies.
8. THE CITY OF WESLACO shall notify the Border Patrol of the number of students it can accommodate during a given period of time.
9. THE CITY OF WESLACO has the right to recommend termination of any student's participation in the Program when such student's health or performance is a detriment to a patient's well-being, or to the achievement of the stated objectives of the Program. THE CITY OF WESLACO shall provide written documentation specifying the facts and circumstances necessitating such request for recommending termination of the student. The Border Patrol shall have the opportunity to review and to evaluate said student's health or conduct necessitating the termination.
10. THE CITY OF WESLACO shall encourage and support, when required by the Border Patrol's accrediting agency, continuing education and professional development of THE CITY OF WESLACO staff member(s) who is/are responsible for the supervision of Program.

IV. POINTS OF CONTACT. All notices or other communications provided for in this Agreement shall be directed to the parties at the addresses below. Either party may change this address by providing written notice to the other party at the address listed below.

Border Patrol:
Hector R. Elizondo, Program Director

United States Border Patrol
2301 S. Main St.
McAllen, Texas 78503

THE CITY OF WESLACO:
Mike R. Perez, City Manager

The City of Weslaco
255 S. Kansas
Weslaco, Texas 78596

V. LIABILITY INSURANCE. THE CITY OF WESLACO acknowledges that the Border Patrol is a government agency within the Department of Homeland Security and that, as such, the Border Patrol is self-insured under the Federal Tort Claims Act with respect to liability for property damage, personal injuries, or accidents caused by its employees in the course of official business. This includes medical training, which has been assigned to specific agents as part of their job description and/or collateral duty. In addition, Border Patrol employees are covered by the U.S. Department of Labor's Office of Worker's Compensation Programs with respect to injuries suffered in the course of federal employment or training. Such student will be responsible for providing the required documentation directly to THE CITY OF WESLACO.

VI. PARTIES' RELATIONSHIP. It is understood and agreed that the parties are independent contractors and this Agreement shall not create any relationship of agency, partnership, joint venture or create an employment relationship between THE CITY OF WESLACO, the students or the Border Patrol faculty. It is understood and agreed that THE CITY OF WESLACO retains the ultimate responsibility for patient record keeping and for patient care while the Border Patrol and the students retain the obligations and limitations expressly stated in this Agreement.

VII. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the Department of Homeland Security, U.S. Customs and Border Protection, Border Patrol or THE CITY OF WESLACO. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

VIII. EFFECTIVE DATE. This Agreement will become effective on the date on which it is mutually entered into by the Border Patrol and THE CITY OF WESLACO (the "Effective Date").

IX. TERM. The term of this Agreement shall be for one (1) year from the Effective Date, after which it will be renewed on an annual basis. Notwithstanding the terms specified herein, this Agreement may be terminated by either party as provided in Section XI of this Agreement. This Agreement is subject to annual review as required by both parties and external licensing entities.

X. MODIFICATION. This Agreement contains the entire understanding of the parties and shall be modified only by an instrument in writing signed on behalf of each party.

XI. TERMINATION. This Agreement may be terminated prior to the expiration of the term hereof by mutual agreement of the parties; or by either party, without cause, upon thirty (30) days written notice to the other party; however, no such termination shall be effective upon any student enrolled in the Program, until the expiration of THEN current course for such student.

XII. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the United States.

XIII. CLAIMS OR ACTIONS. That with respect to any claim or action arising out of any activities performed under or pursuant to this Agreement, pursuant to paragraph V, each party shall be liable for payment of that portion of any and all claims, liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of itself or its own directors, representatives, and employees. The parties agree to notify each other, in writing, immediately upon receipt of any incident, occurrence, or claim arising out of or in connection with this Agreement, which could result in a liability or claim of liability to the other party.

XIV. COUNTERPART SIGNATURE. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

XV. NO WAIVER. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

XVI. RIGHTS IN PROPERTY. All title to THE CITY OF WESLACO supplies, equipment, furnishings, fiscal records, client charts, and client records shall remain the sole property of THE CITY OF WESLACO.

XVII. AUTHORIZATION OF AGREEMENT. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

XVIII. SECTION HEADINGS. The headings of sections contained in this Agreement are for convenience only and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

XIX. NO PRIVATE RIGHT CREATED. This document is an internal agreement between THE CITY OF WESLACO and the Border Patrol and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this Agreement, addenda, attachments or other associated documents restricts the authority of either party to act as provided by law, statute, or regulation, nor does it restrict either party from enforcing any laws or taking any action within its authority or jurisdiction.

XX. NO PUBLICATION. Neither the Border Patrol nor THE CITY OF WESLACO shall submit for publication any material relating to the Program without prior written approval of the non-submitting party.

XXI. NON-EXCLUSIVITY. Each party shall have the right to enter into similar agreements with other parties.

XXII. NON-DISCRIMINATION. The Border Patrol and THE CITY OF WESLACO mutually agree to make no distinction among students, on the basis of race, color, sex, creed, age, sexual orientation, marital status, or national origin. For the purpose of this Agreement, in addition to the aforementioned, a student shall not be denied any service or benefit that is different, is provided in a different manner or at a different time from the service provided to other students under this Agreement. A student may not be subjected to segregation or separate treatment in any manner related to receipt of any advantage or privilege enjoyed by others receiving the same service or benefit; or any other requirement or condition that individuals must meet in order to be provided any service or benefit.

XXIII. WAIVER OF CONSTRUCTION AGAINST DRAFTER. Both parties have contributed to the review and drafting of this Agreement, with the assistance of their respective legal counsel. Therefore, both parties waive the rule of construction against the drafter.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THE CITY OF WESLACO and the Border Patrol hereby agree that all oral or written agreements between them that were made prior to the execution of this Agreement have been reduced to writing and are contained herein. By signing below, each party acknowledges they are executing an interagency agreement based on the conditions and definitions contained in this Agreement.

IN WITNESS WHEREOF, THE CITY OF WESLACO and the Border Patrol have executed this Agreement, in multiple originals, to be effective as of the date on which this Agreement is fully executed.

UNITED STATES BORDER PATROL,
RIO GRANDE VALLEY SECTOR

Manuel Padilla Jr, Chief Patrol Agent
U.S. Border Patrol

Date_____

David Suarez, Mayor

Date_____



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-985
From: Elizabeth Walker		
Subject: Approval on renewal agreement with the Texas Department of State Health Services (DSHS), identified as contract number 531-18-0375-00001 to provide access to the Texas Electronic Registration Remote System for issuance of individual birth certificates effective September 1, 2017 – August 31, 2018 and authorize the Mayor to execute any related documents. (Staffed by the City Secretary's Office.)		
Background: This contract enables the City Secretary's Office access to a state database of all birth certificates filed anywhere in Texas. This allows the Vital Statistics Office to continue to issue an abstract (half-sheet) copy of a certified birth certificate to any native Texan. Approximately 25% of the birth certificates we issue from our office are through this program. The cost to the City is \$1.83 per certificate, absorbed by the customer at the point-of-sale.		
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: September 15, 2015 - approved by City Commission		
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): N/A		
Aida Vega Elizabeth Walker Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments:		
Staff Recommendation: Approve renewal.		
Attachments, if any: DSHS		
Responsibilities upon Approval: Execute and return to Texas Department of State Health Services.		

DEPARTMENT OF STATE HEALTH SERVICES



Contract number 537-18-0375-00001 (the "Contract"), is entered into by Department of State Health Services (DSHS) Vital Statistics Unit and City of Weslaco ("Contractor"). DSHS and Contractor are collectively referred to herein as the "Parties."

- I. **Purpose of the Contract.** DSHS agrees to provide access to the Texas Electronic Registration Remote System (TER Remote System) for the purpose of issuing individual birth certificates.
- II. **Term of the Contract.** This Contract will begin on September 1, 2017 and end on August 31, 2018.
- III. **Authority.** The Parties enter into this Contract under the authority of Texas Government Code Chapter 791.
- IV. **Statement of Work.**
 - A. DSHS agrees to provide on-line computer services in support of Contractor from 7:00 a.m. to 6:00 p.m. (CST) Monday thru Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.
 - B. Contractor may search DSHS databases, locate data, and issue Certifications of Birth to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. Contractor will take reasonable efforts to ensure use of the TER Remote System is not abused by its staff. Abuse of the access to confidential information in the TER Remote System may be cause for termination of this Contract in accordance with Section IX.K.
 - C. Contractor will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.
 - D. Contractor acknowledges that records may not be located in the searching process instituted by Contractor or records, which are located, may have errors due to:
 1. Normal key-entry errors in spellings;
 2. Accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
 3. The event year does not exist on the system.

- E. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the data base information.
- F. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.
- G. Contractor will issue Certificates of Birth utilizing remote access to the DSHS system in conformance with Health and Safety Code Chapters 191, 192 and 195, as well as 25 Tex. Admin. Code Chapter 181.
- H. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.115.
- I. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.

V. Fees.

Contractor agrees to pay DSHS ONE DOLLAR AND EIGHTY-THREE CENTS (\$1.83) for each Certification of Vital Record printed as a result of searches of the database. Contractor agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code Chapter 191 and 25 Tex. Admin. Code Chapter 181.

VI. Billing.

- A. DSHS will send an itemized billing to Contractor on a monthly basis for each Certification of Birth printed. This billing will be sent through the U.S. Postal Service to the Contractor at:

Name: City of Weslaco

Address: 255 S. Kansas Ave.
Weslaco, TX 78596

- B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to vsubusinessservices@dshs.state.tx.us.

VII. Payment Method.

- A. Contractor will remit payment to DSHS within thirty days after a billing is received by them. Payment by the Contractor will be considered made on the date postmarked.

B. Contractor will send payments to DSHS at:

Texas Department of State Health Services
Cash Receipts Branch MC 2096
P.O. Box 149347
Austin, TX 78714-9347

C. Contractor will make payment to DSHS out of its current revenues.

VIII. Representatives. The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

City of Weslaco	DSHS
City of Weslaco City Secretary Attn: Elizabeth M. Walker 255 S. Kansas Ave. Weslaco, TX 78596 Phone: (956) 968-3181 Email: Ewalker@weslacotx.gov	Texas Department of State Health Services DCP/RLHS Contract Management Unit Attn: Lori Pate Mail Code 1990 P.O. Box 149347 Austin, TX 78714-9347 Phone: (512) 776-7428 Email: Lori.Pate@dshs.texas.gov

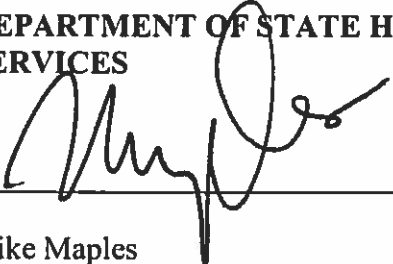
IX. General Terms and Conditions.

- A. Governing Law.** Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.
- B. Amendment.** This Contract may be modified by written amendment signed by the Parties.
- C. Confidentiality.**
The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of records that contain Personal Identifying Information (PII) or Personally Sensitive Information (PSI) or other information or records made confidential by law, including Tex. Bus. & Comm. Code Section 521.002. The attached Data Use Agreement (Attachment A) applies to this Contract.
- D. Exchange of Personal Identifying Information.** If this Contract concerns personal identifying information, except as prohibited by other law, Contractor and DSHS may exchange PII without the consent in accordance with Chapter 191 of the Health and Safety Code.

- E. Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at <http://www.dshs.state.tx.us/records/schedules.shtm>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.
- F. Severability.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.
- G. Notice.** Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.
- H. Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.
- I. Assignment.** Neither DSHS nor Contractor will transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.
- J. Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice. Use of services for purposes inconsistent with applicable law may also result in a suspension of services.
- K. Termination.**
- 1. Convenience.** This Contract may be terminated by mutual agreement of the Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.
 - 2. Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract. Use of services for purposes inconsistent with applicable law may be cause for Contract termination.
 - 3. Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.
 - 4. Equitable Settlement.** At the end of the Term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Contract on behalf of their respective Party.

**DEPARTMENT OF STATE HEALTH
SERVICES**



Mike Maples
Assistant Deputy Commissioner
Department of State Health Services

4-27-16

Date

CITY OF WESLACO

David Suarez
Mayor
City of Weslaco

Date

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE
CONTRACT:**

ATTACHMENT A- DATA USE AGREEMENT

ATTACHMENT A – DATA USE AGREEMENT

DATA USE AGREEMENT BETWEEN THE TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE AND CITY OF WESLACO (“CONTRACTOR”)

This Data Use Agreement (“DUA”), effective as of the date signed below (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency DSHS (“HHS”) and City of Weslaco (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. 537-18-0375-00001, in Travis County, Texas (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

ATTACHMENT 1. The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. 45 CFR 164.504(e)(1)-(3) This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“Authorized Purpose” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“Authorized User” means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. *45 CFR 164.502(b)(1); 45 CFR 164.514(d)*

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. *45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101*

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. *45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)*

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. *45 CFR 164.504(e)(2)(ii)(A)*

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. *45 CFR 164.502(d)(2)(i) and (ii)* CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. *45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002*

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and *45 CFR 164.502(e)(1)(i)(ii); 164.504(e)(1)(i) and (2)*

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. *45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.*

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. *45 CFR 164.524 and 164.504(e)(2)(ii)(E)*

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. *45 CFR 164.504(e)(2)(ii)(E) and (F)*

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. *45 CFR 164.504(e)(2)(ii)(G) and 164.528*

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. *45 CFR 164.504(e)(2)*

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. *45 CFR 164.308; 164.530(c); 1 TAC 202*

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: *45 CFR 164.504(e)(ii)(1)(A)*

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. *45 CFR 164.504(e)(4)(ii)(B)*

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. *45 CFR 164.504(e)(2)(i)(B)*

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. *45 CFR 164.504(e)(2)(ii)(J)*

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. *45 CFR 164.306; 164.530(c)*

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will

provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. *45 CFR 164.306*

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. *45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)*

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official *45 CFR 164.530(a)(1)* and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. *45 CFR 164.308(a)(2)*

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. *45 CFR 164.502; 164.514(d)*

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. *45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)*

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. *45 CFR 164.308; 164.514(d)*

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. *45 CFR 164.504(e)(2)(i)(I)*

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential

Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. *45 CFR 164.312; 164.530(d)*

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). *45 CFR 164.404*

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and *IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.*

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. *45 CFR 164.410*

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, provide formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: *For (a) - (m) below: 45 CFR 164.400-414*

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims. .

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____ (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, 201 .

DATE: _____



Weslaco Elks Lodge No. 2057

BENEVOLENT AND PROTECTIVE ORDER OF ELKS

201 S. Border Avenue • Weslaco, TX 78596-5813

(956) 968-7115

May 10, 2017

Mayor Suarez, City Commissioners, City Manager

The Weslaco Elks Lodge #2057 will be having our 20th Annual McCaleb Charity Shrimp Boil on May 18th, 2017 starting at 6pm.

We are graciously asking if it is possible to close the Gibson Park early that day for extra parking for our guests.

Thanking you for your consideration to this matter for us as this is an annual fund raiser for charity and our local lodge.

Sincerely,

**Paul McDaniel, Chairman
Weslaco Elks Lodge #2057**



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-940	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration after public hearing on behalf of RCI Development-Wisconsin, Ltd to approve Ordinance 2017-23 to rezone 1301 South Midway Road also being a 25.263 acre tract out of Farm Tract 643, West Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to M-1 Mobile Home District. First reading of Ordinance 2017-23. Possible action. (The item was tabled on April 18, 2017 and remained tabled on May 2, 2017; staffed by Planning and Code Enforcement Department. Item will require a 3/4 vote as item was denied by Planning & Zoning Commission.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to M-1 Mobile Home District. Eighteen (18) property owners within 200 feet of the applicant's property were notified by letter on March 24, 2017. The property is labeled in the Future Zoning Map as residential use. Applicant had requested item to be tabled, as he was unable to attend previous meetings.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on March 20, 2017.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning Commission recommended denial on April 5, 2017 (6-1 vote).			
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Recommends approval.			
Staff Recommendation: Staff recommends approval.			

Attachments, if any:
Aerial, 1301 S Midway , Ordinance
Responsibilities upon Approval:
Staff will notify applicant.

Rezone Request

R-1 to M-1

Legend

 Feature 1

Midway
Road

Milano
Road

7th St.

Hackberry St

Mile 6 1/2
North Road

 Midway Mobile Home Subdivision

Google earth

© 2016 Google



1000 ft



APPLICATION FOR REZONING

The Planning & Zoning Commission meets every 3rd Wednesday of each month at 5pm. Deadline to submit request is 30 days prior to the meeting.

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

FILE NO. REZ-00005

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 25.263 Acres out of Farm Tract 643 Block _____

Subdivision Name West Tract Subdivision

Street Address Southeast Corner of Midway Road and Mile 6 1/2 North Road

Existing Zoning Residential Existing Land Use Farm Land

Proposed Zoning Mobile Home Subdivision Dist. (M-1) Proposed Land Use Manufactured Mobile Homes

_____ \$250.00 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 RCI Development-Wisconsin, Ltd Phone (956) 607-3502

Address P.O. Box 1110 Fax: _____

City Harlingen State TX Zip Code 78551 E-Mail: tgearhart56@aol.com

OWNER

Name Adobe Construction, LLC Phone _____

Address P.O. Box 3362 Fax: _____

City McAllen State TX Zip Code 78502 E-Mail: _____

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

Signature _____ Date _____

Signature [Signature] Date 3/15/17

Signature _____ Date _____

Authorized Agent



City of Weslaco TX
255 S KANSAS AVE
WESLACO, TX 78596
PLANNING AND ZONING DEPARTMENT

Invoice No.: **1327**
Invoice Date: **03/16/2017**

INVOICE

RECORD INFORMATION

Record ID: REZ17-00005
Record Type: Rezoning
Property Address: 0 MIDWAY RD, WESLACO, TX
Description of Work:
Applicant: RCI DEVELOPMENT- WISCONSIN LTD
PO BOX 1110
HARLINGEN, TX 78551

FEE DETAIL

Fee Description	Quantity	Fee Amount
Processing Fee - 235.10	1	\$5.00
Application Fee - 204.00	1	\$300.00
		\$305.00

CITY OF WESLACO
956-968-3181

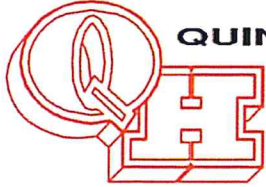
REC#: 02237362 3/17/2017 10:55 AM
OPER: MDTam TERM: 006
REF#: 5048

TRAN: 235.1000 PROCESSING FEE
REZ 17-00005
RCI DEVELOPMENT
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 204.0000 REZONING APPL FEE
REZ 17-00005
RCI DEVELOPMENT
01 -400-1027
REZONING APPLICATIO 300.00CR

TENDERED: 250.00 CHECK
55.00 CHECK
APPLIED: 305.00-

CHANGE: 0.00



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
Email: office@qhaengineering.com
www.qhaengineering.com

METES AND BOUNDS

A 25.263 ACRE TRACT OF LAND BEING ALL OF FARM TRACT 643, 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 1877543, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT THE CITY OF WESLACO TRACT BEING A 0.0367 OF AN ACRE OUT OF FARM TRACT 643, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO CORRECTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1972556, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET AT THE INTERSECTION OF THE CENTERLINES OF MIDWAY ROAD AND MILE 6 1/2 NORTH ROAD FOR THE NORTHWEST CORNER OF FARM TRACT 643 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; N 88°47'59" E, ALONG THE NORTH LINE OF FARM TRACT 643 AND THE CENTERLINE OF MILE 6 1/2 NORTH ROAD, A DISTANCE OF 1,108.31 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF FARM TRACT 643 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°12'01" E, ALONG THE EAST LINE OF FARM TRACT 643, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 6 1/2 NORTH ROAD, PASSING AT 30.00 FEET AT A 90° ANGLE TO THE RIGHT A 1/2" IRON ROD FOUND AT 32.00 FEET FOR THE NORTHEAST CORNER OF THE SAVE AND EXCEPT CITY OF WESLACO TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND AT 975.00 FEET FOR THE NORTH LINE OF A DRAIN DITCH, A TOTAL DISTANCE OF 990.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF FARM TRACT 643 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 88°47'59" W, ALONG THE SOUTH LINE OF FARM TRACT 643, PASSING A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND AT 1,088.10 FEET FOR THE EAST RIGHT OF WAY LINE OF MIDWAY ROAD, A TOTAL DISTANCE OF 1,118.10 FEET TO A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF MIDWAY ROAD FOR THE SOUTHWEST CORNER OF FARM TRACT 643 AND THE SOUTHWEST CORNER OF THIS TRACT.

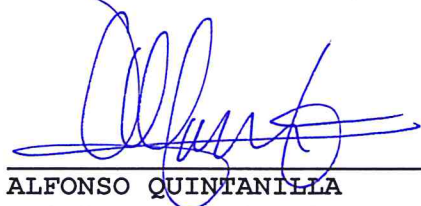
THENCE; N 00°38'01" W, ALONG THE WEST LINE OF FARM TRACT 643 AND THE CENTERLINE OF MIDWAY ROAD, A DISTANCE OF 990.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 25.263 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MIDWAY COURT PHASE 3 SUBDIVISION, RECORDED IN INSTRUMENT NUMBER 2626587, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS 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 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: MARCH 7, 2017



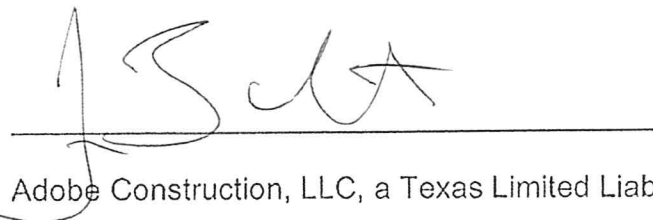
ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



Affidavit

To: Mardoqueo Hinojosa
City Engineer
City of Weslaco
255 S. Kansas
Weslaco, Texas 78596

We, Adobe Construction, LLC a Texas Limited Liability Company owners of 25.300 Acres being all of Farm Tract 643, Block 177, West and Adams Tracts Subdivision, Hidalgo County, Texas, hereby authorize RCI Development-Wisconsin, LTD to submit a subdivision application and zone change application for approval to the City of Weslaco.

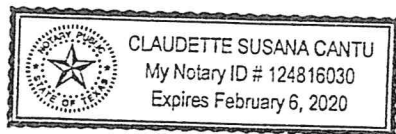


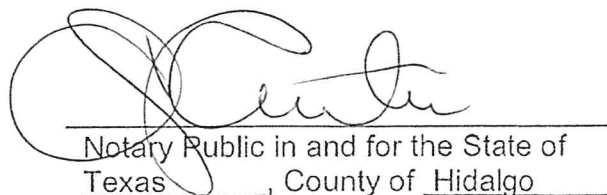
Adobe Construction, LLC, a Texas Limited Liability Company

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 Adobe Construction, LLC, a Texas Limited Liability Company 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 10th day of march, 2017.





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

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, April 5, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, April 18, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests: Si desea informaci3n en espa±ol, llame al departamento de Planeaci3n de la Ciudad de Weslaco, (956) 447-3401. Khalid Ali representing Valley Donna Food Mart Inc. is requesting to rezone 718 N. 6th Street also being Lots 14-17 and the West ½ of Lot 18, Blk 4, Glendale Subdivision, Weslaco, Hidalgo County, Texas, from R-2 Duplex & Apartment District to B-1 Neighborhood Business District. RCI Development-Wisconsin, Ltd. is requesting to rezone of 1301 South Midway Road also being a 25.263 acre tract out of Farm Tract 643, West Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to M-1 Mobile Home District. Miguel & Sarah Marines is requesting a Conditional Use Permit to operate an Event Center at 501 S. Texas Blvd, also being Lots 43-44, Block 42, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before April 5, 2017, for the Planning and Zoning Commission and on or before April 18, 2017, for City Commission. For additional information, contact the Planning Department at (956) 447-3401. /S/ MARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer

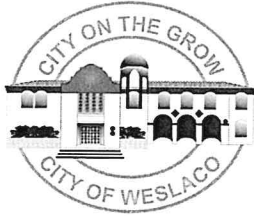
[Click here](#) to view the public notice as it appeared in print.

Appeared in: **The Monitor** on Monday, 03/20/2017

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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

PLANNING DEPARTMENT

March 24, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, April 5, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, April 18, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests:

REZONE REQUEST:

RCI Development-Wisconsin, Ltd. is requesting to rezone of 1301 South Midway Road also being a 25.263 acre tract out of Farm Tract 643, West Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to M-1 Mobile Home District.

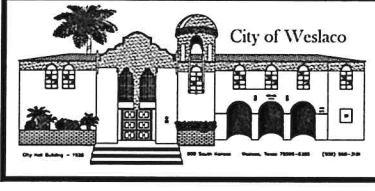
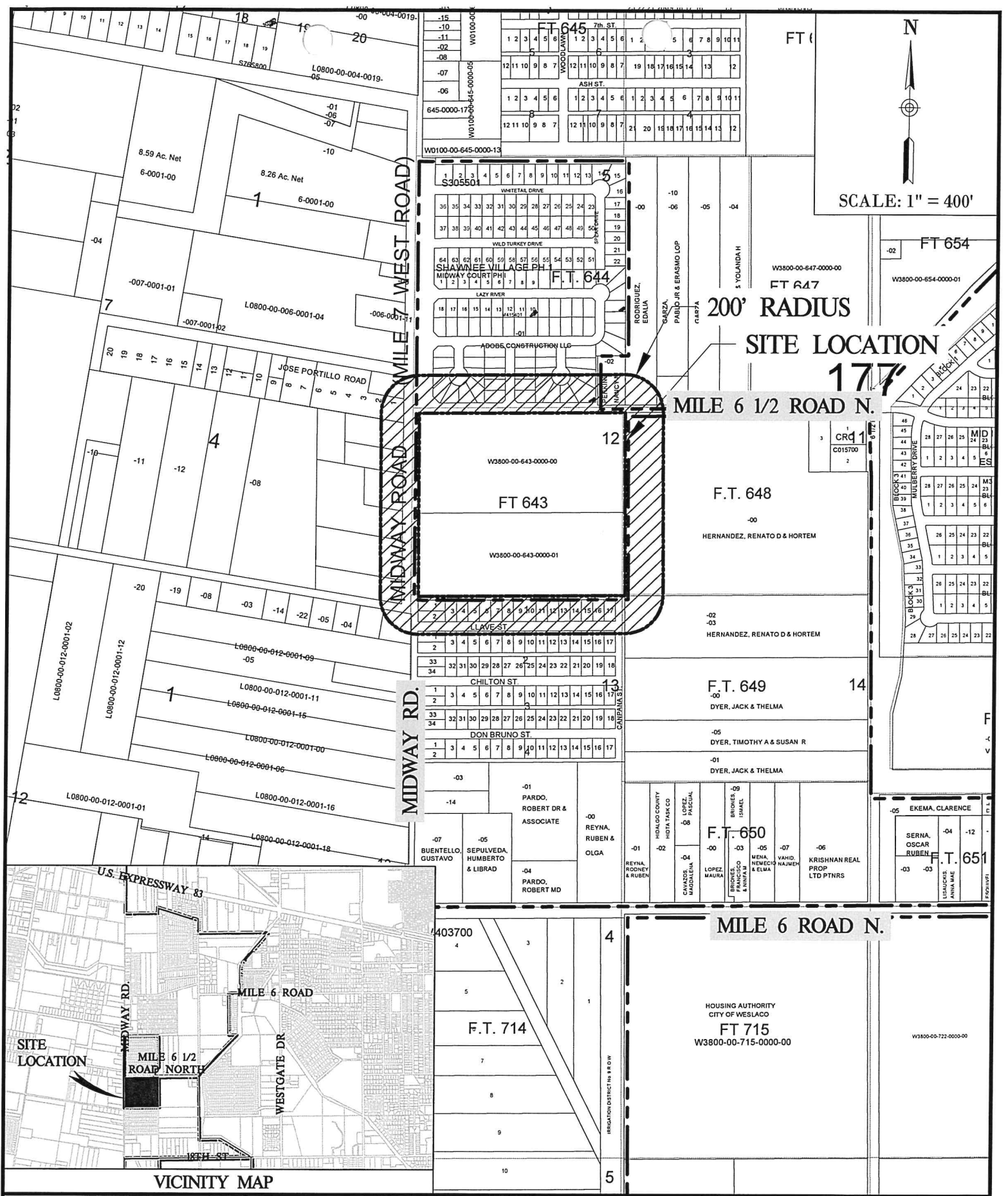
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

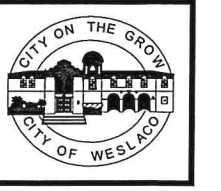
Sincerely,

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

MH/mh



RCI DEVELOPMENT-WISCONSIN, Ltd
 1301 SOUTH MIDWAY ROAD
 25.263 AC. TRACT OUT OF FARM TRACT 643, WEST TRACT SUBDIVISION
 EXIST. ZONING: RESIDENTIAL
 PROP. ZONING: MOBILE HOME SUBDIVISION DIST. (M-1)



MAR 24, 2017

ORTIZ JUAN CARLOS 409 S 7TH ST DONNA TX 78537	M4154-03-000-0053-00 MIDWAY COURT PH 3 LOT 53 1210 CHICKADEE COURT	L: 22304 B: 0
SAUCEDO OYUKI MIRANDA 2809 N 32 ST APT 3 MCALLEN TX 78501	M4154-03-000-0054-00 MIDWAY COURT PH 3 LOT 54 1214 CHICKADEE COURT	L: 18244 B: 0
ADOBE CONSTRUCTION LLC PO BOX 3362 MCALLEN TX 78502	M4154-03-000-0055-00 MIDWAY COURT PH 3 LOT 55 1218 CHICKADEE COURT	L: 16775 B: 0
ADOBE CONSTRUCTION LLC PO BOX 3362 MCALLEN TX 78502	M4154-03-000-0056-00 MIDWAY COURT PH 3 LOT 56 1217 CHICKADEE COURT	L: 16775 B: 0
GOMEZ PABLO JR & ANA G 607 BUENA VISTA DR APT 4D WESLACO TX 78596	M4154-03-000-0057-00 MIDWAY COURT PH 3 LOT 57 1213 CHICKADEE COURT	L: 27691 B: 0
ADOBE CONSTRUCTION LLC PO BOX 3362 MCALLEN TX 78502	M4154-03-000-0058-00 MIDWAY COURT PH 3 LOT 58 1209 CHICKADEE COURT	L: 15345 B: 0
ADOBE CONSTRUCTION LLC PO BOX 3362 MCALLEN TX 78502	M4154-03-000-0063-00 MIDWAY COURT PH 3 LOT 63 1210 WOLF TRAIL	L: 15631 B: 0
ADOBE CONSTRUCTION LLC PO BOX 3362 MCALLEN TX 78502	M4154-03-000-0064-00 MIDWAY COURT PH 3 LOT 64 1214 WOLF TRAIL	L: 15631 B: 0
ADOBE CONSTRUCTION LLC PO BOX 3362 MCALLEN TX 78502	M4154-03-000-0065-00 MIDWAY COURT PH 3 LOT 65 1218 WOLF TRAIL	L: 17399 B: 0
ADOBE CONSTRUCTION LLC PO BOX 3362 MCALLEN TX 78502	M4154-03-000-0066-00 MIDWAY COURT PH 3 LOT 66 1217 WOLF TRAIL	L: 17399 B: 0
ADOBE CONSTRUCTION LLC PO BOX 3362 MCALLEN TX 78502	M4154-03-000-0067-00 MIDWAY COURT PH 3 LOT 67 1213 WOLF TRAIL	L: 15631 B: 0
WYOT ENTERPRISES LTD PO BOX 6321 MCALLEN TX 78502	M4154-03-000-0068-00 MIDWAY COURT PH 3 LOT 68 1209 WOLF TRAIL	L: 15631 B: 0

MAR 24, 2017

ADOBE CONSTRUCTION LLC PO BOX 3362 MCALLEN TX 78502	M4154-03-000-0073-00 MIDWAY COURT PH 3 LOT 73 1210 BEAR COURT	L: 15347 B: 0
ADOBE CONSTRUCTION LLC PO BOX 3362 MCALLEN TX 78502	M4154-03-000-0074-00 MIDWAY COURT PH 3 LOT 74 1214 BEAR COURT	L: 19382 B: 0
QUINTERO SYLVIA 2409 E WALKER RD DONNA TX 78537	M4154-03-000-0075-00 MIDWAY COURT PH 3 LOT 75 1218 BEAR COURT	L: 23959 B: 0
WYOT ENTERPRISES LTD PO BOX 6321 MCALLEN TX 78502	M4154-03-000-0076-00 MIDWAY COURT PH 3 LOT 76 1217 BEAR COURT	L: 23959 B: 0
REGINO DAISY LIZBETH & RAUL D 3102 DON BRUNO ST WESLACO TX 78596	M4154-03-000-0077-00 MIDWAY COURT PH 3 LOT 77 1213 BEAR COURT	L: 45038 B: 0
ADOBE CONSTRUCTION LLC PO BOX 3362 MCALLEN TX 78502	M4154-03-000-0078-00 MIDWAY COURT PH 3 LOT 78 1209 BEAR COURT	L: 23711 B: 0

ORDINANCE NO. 2017-XX

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1301 SOUTH MIDWAY ROAD, ALSO BEING THE A 25.263 ACRE TRACT OF FARM TRACT 643, WEST TRACT SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING DISTRICT TO M-1 MOBILE HOME DISTRICT.

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

SECTION I: R-1 One Family Dwelling District to M-1 Mobile Home District being a 25.263 Acre Tract of Farm Tract 643, West Tract Subdivision, also being 1301 South Midway Road, Weslaco, Hidalgo County, Texas.

SECTION II: That this ordinance shall become effective upon its passage. **PASSED AND APPROVED** on first reading at a regular meeting of the City Commission this 18th day of April, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

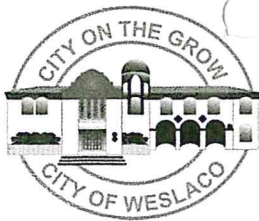
Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-986
From: Mardoqueo Hinojosa		
Subject: Discussion and consideration after public hearing on behalf of Garmed Investments to approve Ordinance 2017-26 rezoning 510 S. Nebraska, also being Lot 5, Block 39, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-26. Possible Action. (Staffed by Planning and Code Enforcement Department.)		
Background: Applicant is requesting to rezone property from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Twenty-eight (28) property owners within 200 feet of applicant's property were notified by letter on April 21, 2017.		
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 Public Hearing appeared in The Monitor on April 17, 2017.		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning Commission recommended approval on May 3, 2017.		
Mardoqueo Hinojosa	Created/Initiated	
Mardoqueo Hinojosa	Approved	
Mike Perez	Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends approval as it is in compliance with future zone map and adjacent properties are zoned accordingly.		
Attachments, if any: Rezone Application, Rezone Aerial, Ordinance 2017-26		
Responsibilities upon Approval:		

Staff will advise 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.

BEZ 17-00006

RECEIVED

MAR 22 2017

Planning &
Code Enforcement Dept.

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 5 Block 39

Subdivision Name Original Townsite of Weslaco

Street Address 510 South Nebraska Avenue

Existing Zoning Residential Existing Land Use vacant

Proposed Zoning B-1 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 Garmed Investments Phone 956-968-8900

Address 309 W Pike, Ste A Fax: 956-969-3012

City Weslaco State Tx Zip Code 78596 E-Mail: jlgmre@yahoo.com

OWNER

Name Same as Applicant Phone _____

Address _____ Fax: _____

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

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

Signature _____ Date 3-8-2017

Signature _____ Date _____

Signature _____ Date _____

Owner
Applicant
Authorized Agent

RECEIVED

MAR 22 2017

Planning &
Code Enforcement Dept.

CITY OF WESLACO

956-968-3181

REC#: 02239142 3/22/2017 2:30 PM
OPER: Karev TERM: 036
REF#: 1041

TRAN: 235.1000 PROCESSING FEE
1398
3
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 204.0000 REZONING APPL FEE
1398
01 -400-1027
REZONING APPLICATIO 300.00CR

TENDERED: 5.00 CASH
300.00 CHECK
APPLIED: 305.00-

CHANGE: 0.00

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, May 3, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, May 16, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests: Si desea informaci3n en espa±ol, llame al departamento de Planeaci3n de la Ciudad de Weslaco, (956) 447-3401. Garmed Investments is requesting to rezone 510 South Nebraska also being Lot 5, Block 39, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Jacinta Hernandez is requesting a Conditional Use Permit for a Wine & Beer Off Premise Permit at 2504 North Bridge Ave, also being Lot 3, Mom & Pop Plaza Subdivision, Weslaco, Hidalgo County, Texas. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before May 3, 2017, for the Planning and Zoning Commission and on or before May 16, 2017, for City Commission. For additional information, contact the Planning Department at (956) 447-3401. /S/ mARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer

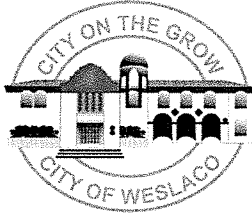
[Click here](#) to view the public notice as it appeared in print.

Appeared in: **The Monitor** on Monday, 04/17/2017

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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

PLANNING DEPARTMENT

April 21, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, May 3, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, May 16, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests:

REZONE REQUEST:

Garmed Investments is requesting to rezone 510 South Nebraska, also being Lot 5, Block 39, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District.

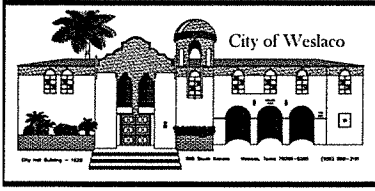
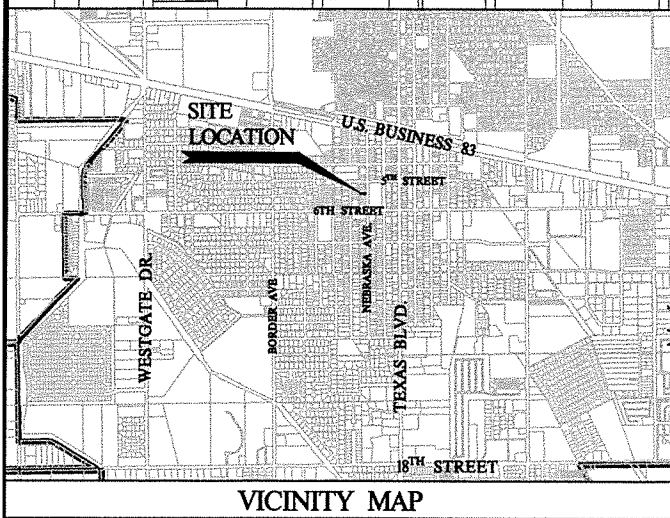
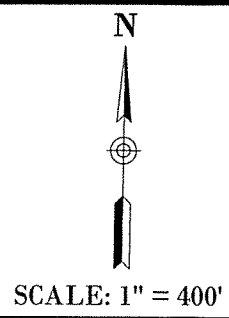
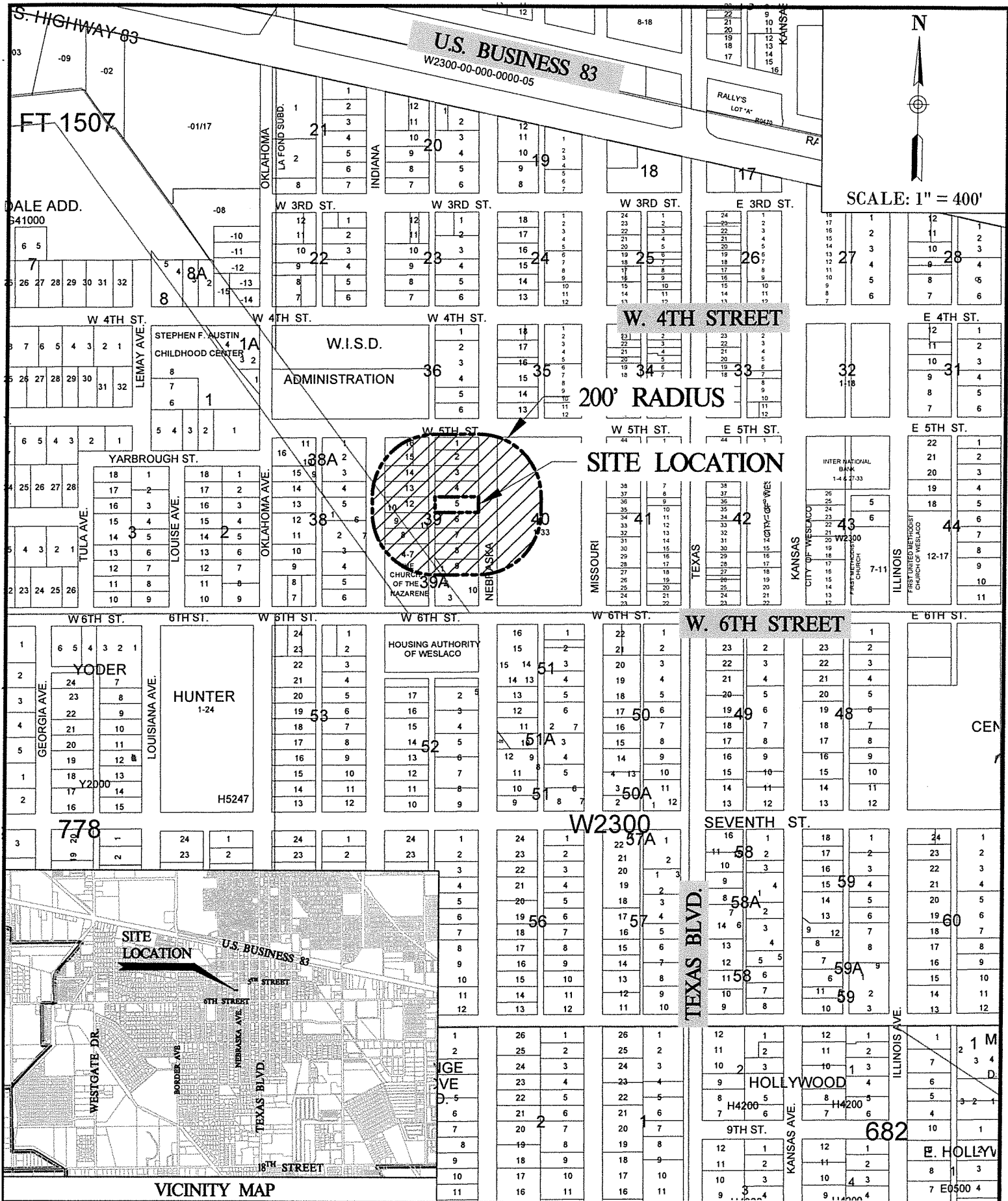
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

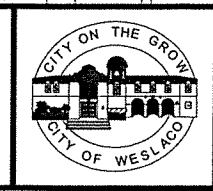
Sincerely,

Rebekah de la Fuente
Senior Planner

RD/mh



GARMED INVESTMENTS
 510 SOUTH NEBRASKA AVENUE
 LOT 5 BLOCK 39
 ORIGINAL TOWNSITE OF WESLACO
 EXIST. ZONING: RESIDENTIAL PROP. ZONING: B-1



APR 21, 2017

GARCIA ROBERTO & VIOLA FAMILY LIMITED PARTNERSHIP PO BOX 1825 SAN BENITO TX 78586	W2300-00-039-0001-00 WESLACO ORIGINAL TOWNSITE BLK 39 LT 1 0	L: 18760 B: 21548
GARCIA ROBERTO & VIOLA FAMILY LIMITED PARTNERSHIP PO BOX 1825 SAN BENITO TX 78586	W2300-00-039-0002-00 WESLACO ORIGINAL TOWNSITE BLK 39 LOT 2 0 W 6TH ST	L: 23450 B: 19197
PADILLA GEORGE & GUIYERMA A 504 S NEBRASKA AVE WESLACO TX 78596	W2300-00-039-0003-00 WESLACO ORIGINAL TOWNSITE BLK 39 LOT 3 504	L: 23450 B: 7903
FOX, ALMA M 508 S NEBRASKA AVE WESLACO TX 78596-6026	W2300-00-039-0004-00 WESLACO ORIGINAL TOWNSITE BLK 39 LT 4 508 S NEBRASKA	L: 23450 B: 21360
PENA RICARDO JR & ANGELICA M 5904 CENIZA DR WESLACO TX 78599	W2300-00-039-0005-00 WESLACO ORIGINAL TOWNSITE BLK 39 LT 5 510 S NEBRASKA	L: 23450 B: 0
PEREZ ESTEFANA 512 S NEBRASKA AVE WESLACO TX 78596	W2300-00-039-0006-00 WESLACO ORIGINAL TOWNSITE BLK 39 LT 6 512 S NEBRASKA	L: 23450 B: 10707
WESLACO MID VALLEY CHURCH OF THE NAZARENE 603 S OHIO AVE WESLACO TX 78596	W2300-00-039-0006-05 WESLACO ORIGINAL TOWNSITE LOT 6 BLK 39A CANAL 517	L: 35000 B: 200000
SAN MIGUEL FELIPA 514 S NEBRASKA AVE WESLACO TX 78596	W2300-00-039-0007-00 WESLACO ORIGINAL TOWNSITE BLK 39 LT 7 514 S NEBRASKA	L: 23450 B: 13687
KIRBY MARIA ELENA 516 S NEBRASKA AVE WESLACO TX 78596	W2300-00-039-0008-00 WESLACO ORIGINAL TOWNSITE BLK 39 LT 8 516 S NEBRASKA	L: 23450 B: 15056
LIMAS REYNALDO A & YVONNE PO BOX 1102 WESLACO TX 78599	W2300-00-039-0009-00 WESLACO ORIGINAL TOWNSITE BLK 39 LT 9 518 S NEBRASKA	L: 23450 B: 0
LIMAS REYNALDO A & YVONNE PO BOX 1102 WESLACO TX 78599	W2300-00-039-0010-00 WESLACO ORIGINAL TOWNSITE LOT 10 BLK 39 & ALL OF LOTS 1 2 & 3 B 305 W 6TH ST	L: 46900 B: 0
MID-VALLEY CHURCH OF THE NAZARENE 603 S OHIO AVE WESLACO TX 78596	W2300-00-039-0011-00 WESLACO ORIGINAL TOWNSITE S27.7' LOT 11 BLK 39 & LOT 7 BLK 39-A 515 S INDIANA AVE	L: 35000 B: 0

APR 21, 2017

CAVAZOS GERARDO & THELMA M PO BOX 8277 WESLACO TX 78599	W2300-00-039-0011-01 WESLACO ORIGINAL TOWNSITE S50'-N 100' LOT 11 BLK 39 & LOT 8 BLK 3 513 S INDIANA AVE	L: 23450 B: 17723
BELCHER TIMOTHY & MYRA 813 W SUGAR CANE DR WESLACO TX 78599	W2300-00-039-0011-02 WESLACO ORIGINAL TOWNSITE N50' L OT 11 BLK 39 & LOT 9 BLK 39-A CA 511 INDIANA AVE	L: 23450 B: 18252
LYLES ALMA MARIE 25522 GOLD YARROW SAN ANTONIO TX 78260	W2300-00-039-0012-00 WESLACO ORIGINAL TOWNSITE LOT 12 BLK 39 & LOT 10 BLK 39-A CANAL 509	L: 23450 B: 16335
MAYS ALICE & JAMES 905 E PIERCE AVE HARLINGEN TX 78550	W2300-00-039-0013-00 WESLACO ORIGINAL TOWNSITE BLK 39 LT 13 507 S INDIANA AVE	L: 23450 B: 11238
BENITEZ JUAN EDUARDO 400 S BICENTENNIAL BLVD MCALLEN TX 78501	W2300-00-039-0014-00 WESLACO ORIGINAL TOWNSITE BLK 39 LTS 14-W90'-15-16 313 W 5TH ST	L: 53600 B: 26440
BENITEZ JUAN EDUARDO 400 S BICENTENNIAL BLVD MCALLEN TX 78501	W2300-00-039-0015-00 WESLACO ORIGINAL TOWNSITE BLK 39 LTS E50'-15-16 309 W 5TH ST	L: 16750 B: 21486
TEXAS STATE BANK C/O DIANA SEALE 15 20TH ST S STE 501 BIRMINGHAM AL 35233	W2300-00-040-0001-00 WESLACO ORIGINAL TOWNSITE ALL LO TS 1 THRU 33 BLK 40 & 20 X 300 A 500 S MISSOURI AVE	L: 620075 B: 1957509
TEXAS STATE BANK C/O DIANA SEALE 15 S 20TH ST STE 501 BIRMINGHAM AL 35233	W2300-00-040-0015-00 WESLACO ORIGINAL TOWNSITE BLK 40 LTS 15-16-17 0	L: 33750 B: 0
TEXAS STATE BANK C/O DIANA SEALE 15 S 20TH ST STE 501 BIRMINGHAM AL 35233	W2300-00-040-0018-00 WESLACO ORIGINAL TOWNSITE BLK 40 LTS 18 THRU 22 0	L: 56250 B: 7125
TEXAS STATE BANK C/O DIANA SEALE 15 S 20TH ST STE 501 BIRMINGHAM AL 35233	W2300-00-040-0023-00 WESLACO ORIGINAL TOWNSITE BLK 40 LTS 23-24 0	L: 37688 B: 0
TEXAS STATE BANK C/O DIANA SEALE 15 S 20TH ST STE 501 BIRMINGHAM AL 35233	W2300-00-040-0025-00 WESLACO ORIGINAL TOWNSITE BLK 40 LT 25 0	L: 18844 B: 3750
TEXAS STATE BANK C/O DIANA SEALE 15 S 20TH ST STE 501 BIRMINGHAM AL 35233	W2300-00-040-0026-00 WESLACO ORIGINAL TOWNSITE BLK 40 LT 26 0	L: 18844 B: 3750

APR 21, 2017

TEXAS STATE BANK C/O DIANA SEALE 15 S 20TH ST STE 501 BIRMINGHAM AL 35233	W2300-00-040-0027-00 WESLACO ORIGINAL TOWNSITE LOT 5 27-30 BLK 40 0	L: 75375 B: 3750
TEXAS STATE BANK C/O DIANA SEALE 15 S 20TH ST STE 501 BIRMINGHAM AL 35233	W2300-00-040-0031-00 WESLACO ORIGINAL TOWNSITE BLK 40 LTS 31-32-33 0	L: 52763 B: 0
CHURCH OF THE NAZARENE OF 603 S OHIO AVE WESLACO TX 78596	W2300-00-039-0004-05 WESLACO ORIGINAL TOWNSITE BLK 39 A CANAL LOTS 4 & 5 0	L: 36391 B: 0
CHURCH OF THE NAZARENE OF 603 S OHIO AVE WESLACO TX 78596-6837	W2300-00-039-0000-00 WESLACO ORIGINAL TOWNSITE BLK 39 AN IRR TRIANGULAR TR OUT OF THE	L: 10509 B: 0

Rezone Request

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

Legend

 510 S Nebraska Ave

E 3rd St

 510 S Nebraska Ave

Google earth

©2016 Google



700 ft

ORDINANCE NO. 2017-26

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 510 SOUTH NEBRASKA AVENUE, ALSO BEING LOT 5, BLOCK 39, WESLACO ORIGINAL TOWNSITE SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, R-1 ONE FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT.

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

SECTION I: R-1 One Family Dwelling District to B-1 Neighborhood Business District being Lot 5, Block 39, Weslaco Original Townsite Subdivision, also being 510 South Nebraska Avenue, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 16th day of May, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-988
From: Mardoqueo Hinojosa		
Subject: Discussion and consideration after public hearing on behalf of Jacinta Hernandez to approve a Conditional Use Permit for a Wine & Beer Off-Premise Permit at 2504 N. Bridge Avenue, also being Lot 3, Mom & Pop Plaza Subdivision, Weslaco, Hidalgo County, Texas and authorize Mayor to execute any related documents. Possible Action (Staffed by Planning and Code Enforcement Department).		
Background: The applicant is requesting to obtain Conditional Use Permit to obtain a Wine and Beer Off-Premise Permit. Twenty-seven (27) property owners within 200 feet of the applicant's property were notified by letter on April 21, 2017.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Public Hearing		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on April 17, 2017.		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning Commission recommended approval on May 3, 2017.		
Mardoqueo Hinojosa	Created/Initiated	
Mardoqueo Hinojosa	Approved	
Mike Perez	Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: CUP Aerial, CUP Attachments		
Responsibilities upon Approval: Staff will advise applicant.		

Conditional Use Permit

Wine and Beer Retailer's Off-Premise

Legend



2504 N. Bridge Ave., Suite B

2504 N. Bridge Ave., Suite B

Sugarcane Drive

E Washington St

Bridge Avenue

N Bridge Ave

Kennedy Dr

E Jefferson St

Google earth

© 2014 INEGI
© 2014 Google
Texas Orthomagery Program



600 ft



11-12

APPLICATION FOR CONDITIONAL USE PERMIT

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm. Deadline to submit request is 30 days prior to the meeting.

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

FILE NO. CUP17-00006

PROPOSED PROJECT

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

Lot 3 Block _____

Subdivision Name mom and Pop Plaza

Street Address 2504 N Bridges Weslaco TX 78599

Existing Zoning _____ Existing Land Use store

Purpose for the Conditional Use Permit Request Wine & Beer off Premise Permit-store

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

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

APPLICANT

Name Jacinta Hernandez Phone 956-961-6214

Address 3011 E Hwy 83 Fax: _____

City Donna State TX Zip Code 78537 E-Mail: none

OWNER

Name Khalid Ali Phone 956-363-2040

Address 107 E 7th Street Fax: _____

City Mercedes State TX Zip Code 78570 E-Mail: _____

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

Yes _____ No ☒

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

Signature ☒ _____
Owner

Date 03-24-17

Signature [Signature] _____
Applicant

Date 03-24-17

Signature _____
Authorized Agent

Date _____

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published in Newspaper Date _____

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

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

CITY OF WESLACO
956-968-3181

REC#: 02244390 4/05/2017 5:01 PM
OPER: KArev TERM: 036
REF#:

TRAN: 235.1000 PROCESSING FEE
1658
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 202.0000 CONDITIONAL USE PERM
1658
01 -400-1026
CONDITIONAL USE PER 300.00CR

TENDERED: 305.00 CASH
APPLIED: 305.00-

CHANGE: 0.00

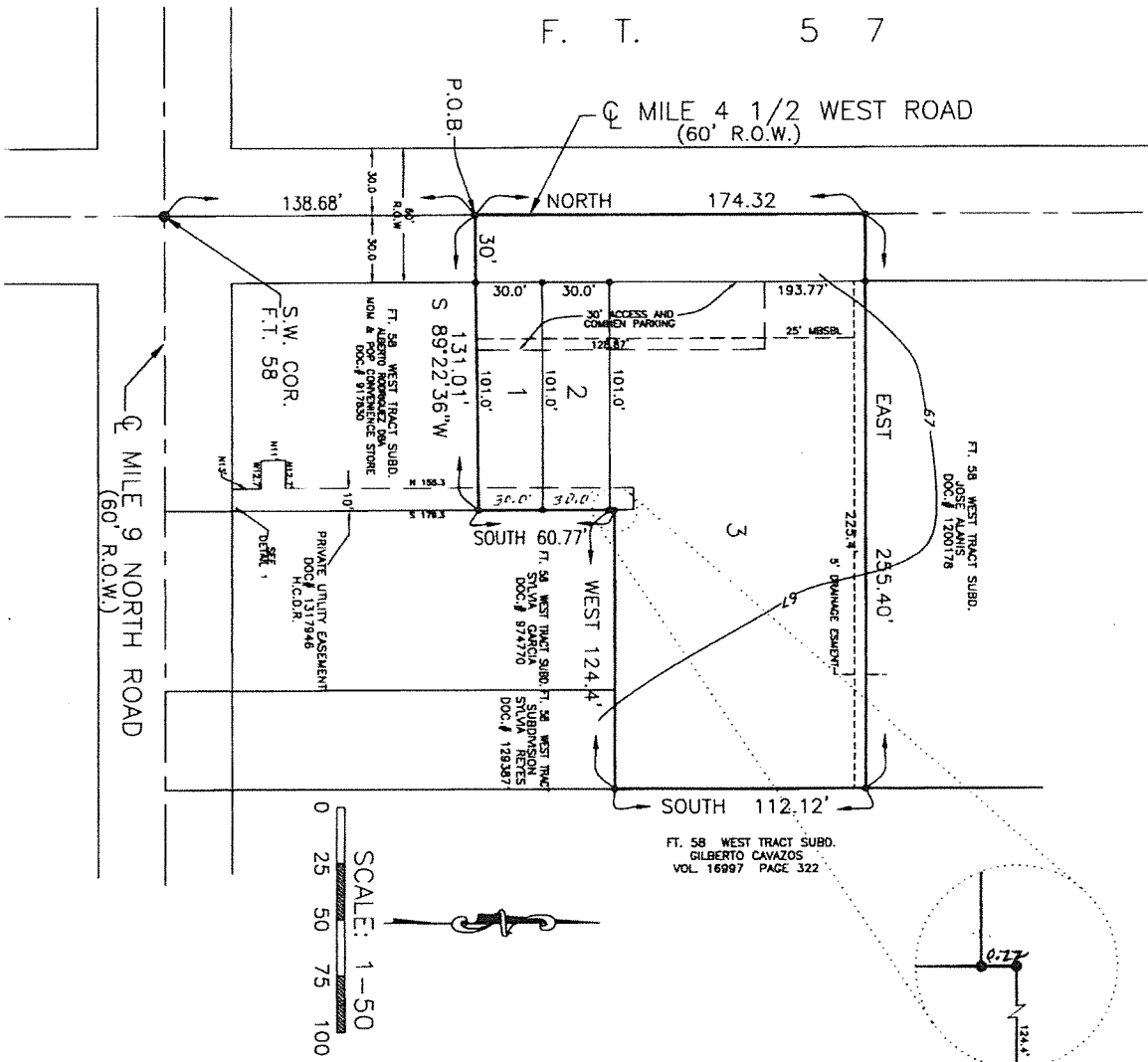
SUBDIVISION PLAT OF:

MOM AND POP PLAZA SUBDIVISION

BEING A SUBDIVISION OF 0.842 ACRES OF LANDS OUT OF FARM TRACT 58

WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS

VOLUME 2, PAGES 34-37 H.C.M.R.



CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, May 3, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, May 16, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests: Si desea informaci3n en espa±ol, llame al departamento de Planeaci3n de la Ciudad de Weslaco, (956) 447-3401. Garmed Investments is requesting to rezone 510 South Nebraska also being Lot 5, Block 39, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Jacinta Hernandez is requesting a Conditional Use Permit for a Wine & Beer Off Premise Permit at 2504 North Bridge Ave, also being Lot 3, Mom & Pop Plaza Subdivision, Weslaco, Hidalgo County, Texas. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before May 3, 2017, for the Planning and Zoning Commission and on or before May 16, 2017, for City Commission. For additional information, contact the Planning Department at (956) 447-3401. /S/ MARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer

[Click here](#) to view the public notice as it appeared in print.

Appeared in: **The Monitor** on Monday, 04/17/2017

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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

PLANNING DEPARTMENT

April 21, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, May 3, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, May 16, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests:

CONDITIONAL USE PERMIT:

Jacinta Hernandez is requesting a Conditional Use Permit for a Wine & Beer Off Premise Permit at 2504 North Bridge Avenue, also being Lot 3, Mom & Pop Plaza Subdivision, Weslaco, Hidalgo County, Texas.

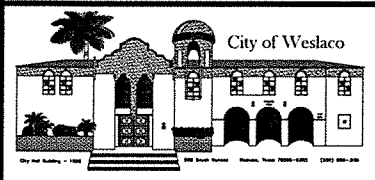
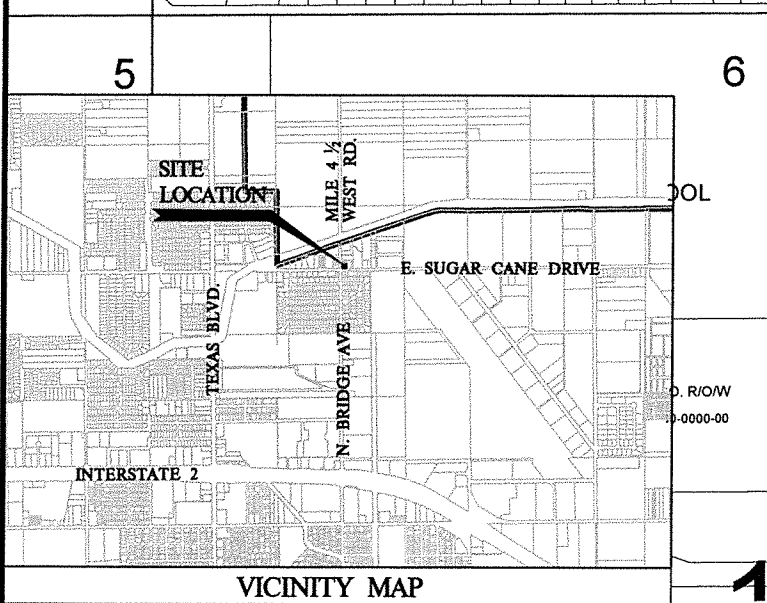
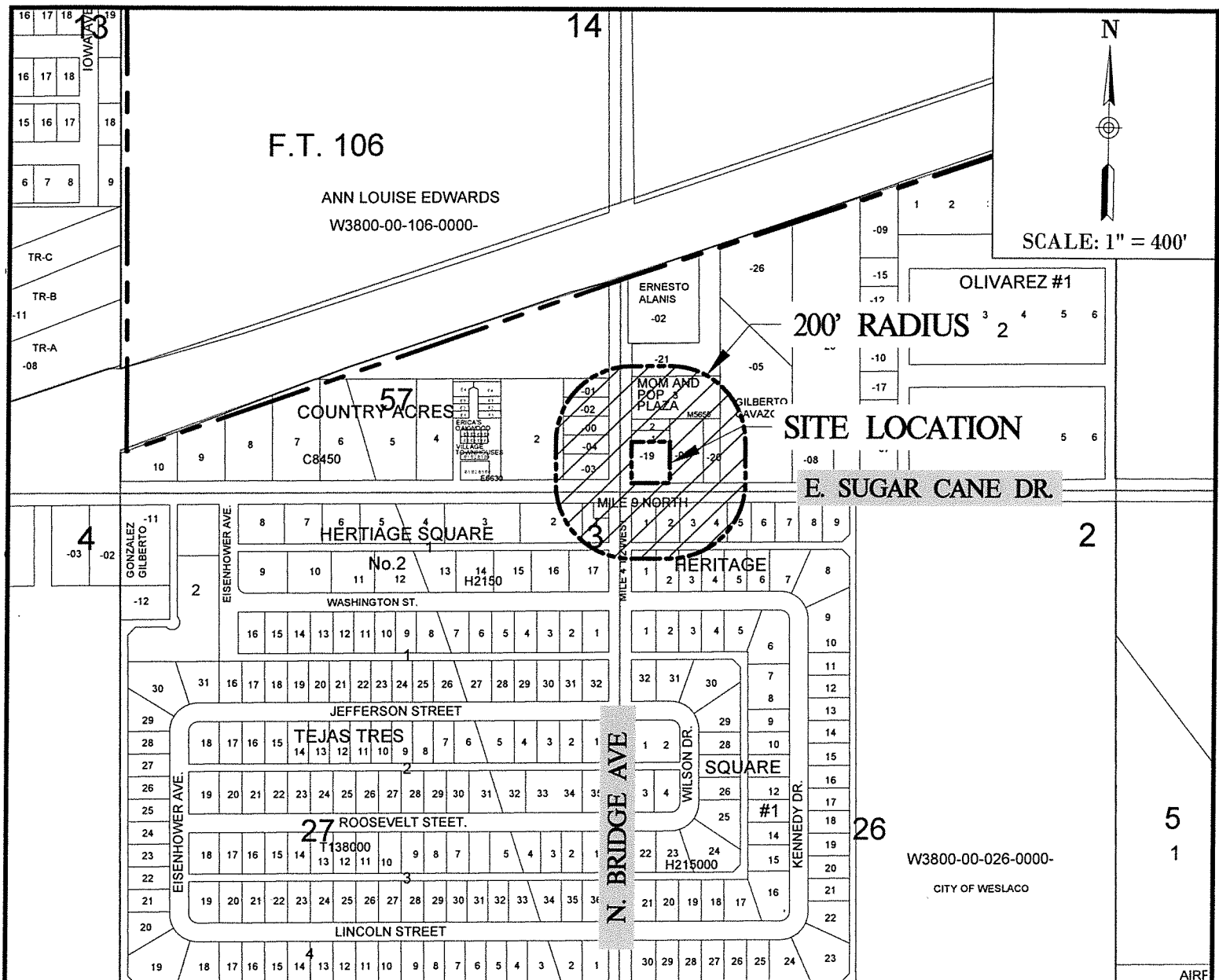
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

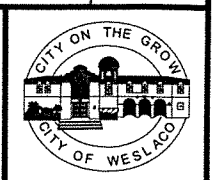
Sincerely,

Rebekah de la Fuente
Senior Planner

RD/mh



JACINTA HERNANDEZ
2504 N. BRIDGE AVE.
LOT 3
MOM AND POP PLAZA SUBDIVISION
CUP: WINE AND BEER RETAILER'S OFF-PREMISE PERMIT



APR 21, 2017

GONZALEZ REGINO 2503 N BRIDGE AVE WESLACO TX 78599	C8450-00-000-0001-00 COUNTRY ACRES N50'-S168.20' LOT 1 A/K/A N50'-S198.20'-E150' FT 0 SUGAR CANE DR	L: 10800 B: 45027
ALFARO ESTELA 2439 SHARPTAIL HOLT MI 48842	C8450-00-000-0001-01 COUNTRY ACRES N30' LOT 1 & N20' ALLEY A/K/A N50'-S298.20'-E150' 2503 N BRIDGE AVE	L: 10800 B: 4458
GONZALEZ MIGUEL ANGEL 1924 ZENaida AVE MCALLEN TX 78504	C8450-00-000-0001-02 COUNTRY ACRES S50'-N100' LT 1 A/ K/A N50'-S248.2'-E150' - FT 57 W 2505 N BRIDGE AVE	L: 10800 B: 16887
CAMPOS JESS GEORGE 3520 N MILE 5 1/2 W WESLACO TX 78599	C8450-00-000-0001-03 COUNTRY ACRES S68.2' LOT 1 A/K/A S98.2'-E150' FT 57 WEST TRACT 0 830 E SUGAR CANE DR	L: 18414 B: 0
MORALES SERGIO PO BOX 6011 MCALLEN TX 78502	C8450-00-000-0002-00 COUNTRY ACRES ALL LOT 2 & E6.06 ' N20' & E20' ALLEY LYING N & E 817 E SUGAR CANE DR	L: 89075 B: 337632
MORA DONACIANO & ANGELINA PO BOX 969 WESLACO TX 78599	H2150-01-001-0001-00 HERITAGE SQUARE #1 LOT 1 BLK 1 906 SUGAR CANE DR	L: 13206 B: 67649
LAFOE CRYSTAL LYN 908 E SUGARCANE DR WESLACO TX 78599	H2150-01-001-0002-00 HERITAGE SQUARE # 1 LOT 2 BLK 1 908 SUGAR CANE DR	L: 12899 B: 82476
DE LEON CARMEN & ISAIAS 916 E SUGAR CANE DR WESLACO TX 78599	H2150-01-001-0003-00 HERITAGE SQUARE #1 LOT 3 & 4 BLK 1 916 E SUGAR CANE DR	L: 23219 B: 104524
TIJERINA ROGELIO & KATHY PO BOX 8275 WESLACO TX 78599	H2150-01-001-0005-00 HERITAGE SQUARE #1 LOT 5 BLK 1 926 SUGAR CANE DR	L: 12899 B: 43967
GALVAN-MEDINA FRANCISCO 905 E WASHINGTON ST WESLACO TX 78599	H2150-01-002-0001-00 HERITAGE SQUARE #1 LOT 1 BLK 2 905 WASHINGTON ST	L: 13943 B: 57377
HERNANDEZ APOLONIO E 911 E WASHINGTON ST WESLACO TX 78599	H2150-01-002-0002-00 HERITAGE SQUARE #1 LOT 2 BLK 2 911 WASHINGTON ST	L: 12870 B: 84658
CASTANEDA VELMA V 915 E WASHINGTON ST WESLACO TX 78599	H2150-01-002-0003-00 HERITAGE SQUARE #1 LOT 3 BLK 2 915 WASHINGTON ST	L: 12870 B: 55340

APR 21, 2017

SANCHEZ ISMAEL ET UX 921 E WASHINGTON ST WESLACO TX 78599	H2150-01-002-0004-00 HERITAGE SQUARE #1 LOT 4 BLK 2 921 WASHINGTON ST	L: 12870 B: 45503
HALDER SAMUEL M & ELORA HALDER 1000 W 3RD ST WESLACO TX 78596	H2150-02-001-0001-00 HERITAGE SQUARE #2 LOT 1 BLK 1 828 E SUGAR CANE DR	L: 12075 B: 60701
FIRST NAT'L BANK OF WESLACO 1910 PACIFIC AVE STE 1300 DALLAS TX 75201	H2150-02-001-0001-01 HERITAGE SQUARE #2 LOT 1A BLK 1 822 E SUGAR CANE DR	L: 3360 B: 0
DAVALOS JULIO & GERARDO D ANSELMO M GALLEGOS 2120 TROPHY DR EDINBURG TX 78542	H2150-02-001-0002-00 HERITAGE SQUARE #2 LOT 2 BLK 1 824 E SUGAR CANE DR	L: 36383 B: 136525
HALDER SAMUEL M & ELORA HALDER 1000 W 3RD ST WESLACO TX 78596	H2150-02-001-0017-00 HERITAGE SQUARE #2 LOT 17 BLK 1 821 WASHINGTON ST	L: 24255 B: 98258
UGALDE RAUL 316 W ZACATECAS ST WESLACO TX 78599	M5655-00-000-0001-00 MOM AND POP PLAZA LOT 1 2504 N BRIDGE AVE	L: 6818 B: 29053
UGALDE RAUL 316 W ZACATECAS ST WESLACO TX 78599	M5655-00-000-0002-00 MOM AND POP PLAZA LOT 2 2504 N BRIDGE AVE	L: 6818 B: 29685
CASURB LLC 2504 N BRIDGE AVE WESLACO TX 78599	M5655-00-000-0003-00 MOM AND POP PLAZA LOT 3 2504 N BRIDGE AVE	L: 100172 B: 43940
GOMEZ VICTORIANO 2601 N BRIDGE AVE WESLACO TX 78599	W3800-00-057-0000-01 WEST TRACT 0.81AC-10.45AC FT 57 2601 N BRIDGE AVE	L: 20754 B: 59816
OCHOA NOE 329 E MILE 11 WESALCO TX 78599	W3800-00-058-0000-01 WEST TRACT S200.88'-E80'-W211' O F FT 58 0.37AC GR 0.31AC NET A/K 915 E SUGAR CANE DR	L: 21334 B: 52846
CAVAZOS GILBERTO & PETRA 204 PENA AVE WESLACO TX 78599	W3800-00-058-0000-05 WEST TRACT-S1.84AC AN IRR TR-E3A C-W6.77AC-W9.77AC FT 58 1.84AC G 0 E SUGAR CANE DR	L: 66965 B: 0
KHALID ALI & ASIF IQBAL 107 E 7TH ST MERCEDES TX 78570	W3800-00-058-0000-19 WEST TRACT S140.11'-W131.01' OF FT 58 0.42AC GR 0.25AC NET A/K/A 0 SUGAR CANE	L: 24503 B: 56616

APR 21, 2017

PENA SILVIA 2901 N TEXAS BLVD WESLACO TX 78599	W3800-00-058-0000-20 WEST TRACT S200.88'-E44.4'-W255. 4' OF FT 58 0.20AC GR 0.17AC NET 0 E SUGAR CANE DR	L: 13500 B: 0
ALANIS JOSE 2600 N BRIDGE AVE WESLACO TX 78599	W3800-00-058-0000-21 WEST TRACT 0.738AC BNG IRR TR-N7 9.45'-S392.45'-W255.40' & -N246' 0 SUGAR CANE	L: 24192 B: 0
CHAPA HORACIO 207 S KANSAS AVE WESLACO TX 78596	C8450-00-000-0001-04 COUNTRY ACRES N50'-S118.2' LOT 1 A/K/A N50'-S148.2'-E150' FT 57 2501 N BRIDGE AVE	L: 10800 B: 0



Standardized Agenda Request Form

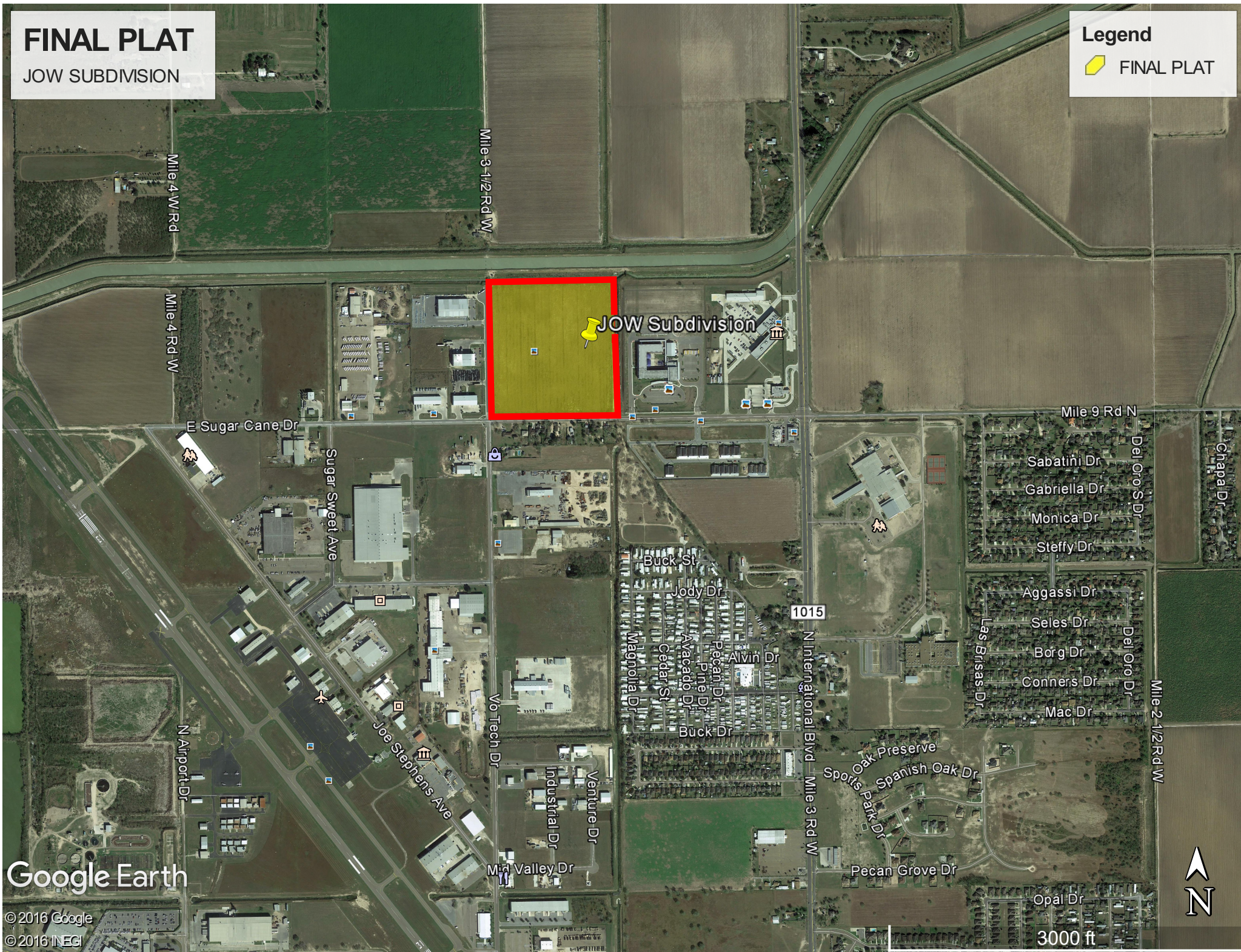
Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-987
From: Mardoqueo Hinojosa		
Subject: Discussion and consideration to approve the Final Plat for JOW Subdivision, being a 28.33 acre tract of land out of Farm Tract 62, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located at 2615 E. Sugar Cane Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning and Code Enforcement.)		
Background: The proposed two (2) lot subdivision is within the City of Weslaco city limits. This subdivision is being serviced with water by City of Weslaco through an 8" waterline and sewer services through an 8" sanitary sewer line. The property is within a Flood Zone "X".		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning Commission recommended approval on May 3, 2017.		
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments:		
Staff Recommendation: Staff recommends approval		
Attachments, if any: Aerial , Final Plat, Application & Drainage Report		
Responsibilities upon Approval: Planning staff will advise applicant.		

FINAL PLAT

JOW SUBDIVISION

Legend

 FINAL PLAT



Google Earth

© 2016 Google
© 2016 INEGI

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

WE, FRANCIS H. WILSON AND WILSON FAMILY TRUST, AS OWNERS OF THE 28.33 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE J.O.W. SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK AND EASEMENTS SHOWN HEREIN.

WE, CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS, AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS. WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: _____ DATE _____
OWNER: FRANCIS H. WILSON AND WILSON FAMILY TRUST

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED IN THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

CITY OF WESLACO

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY OF WESLACO WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN PLANNING AND ZONING COMMISSION _____ DATE _____

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

MAYOR CITY OF WESLACO _____ DATE _____

ATTEST: CITY SECRETARY

CERTIFICATION OF PLAT APPROVAL
HIDALGO COUNTY AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9

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

DATED THIS ____ DAY OF _____, 20__.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCD#9 RIGHT-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCD#9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURE USE.
3. HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURE DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ DATE _____

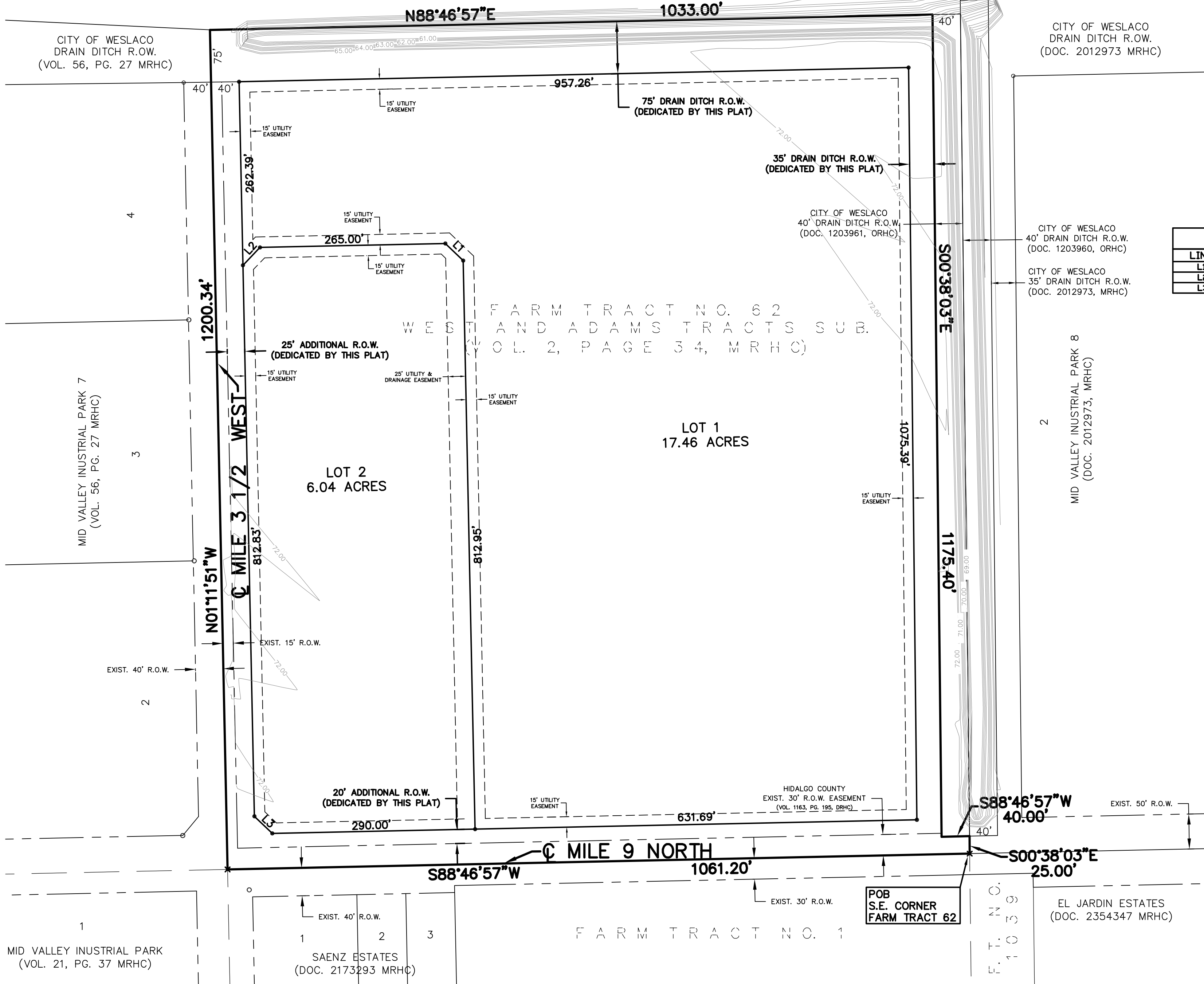
COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT ____ O'CLOCK ____ ON ____ AND AS RECORDED IN BOOK ____ SHEET(S) ____ THE PLAT RECORDS OF HIDALGO COUNTY AT ____ O'CLOCK ____ ON ____.

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: FRANCIS H. WILSON AND WILSON FAMILY TRUST				
ENGINEER: JUAN M. GAMEZ, P.E.	7840 N. FM 88	WESLACO, TX 78570	(956) 363-0768	(956) 747-3965
SURVEYOR: ROBERT L. CLOSNER, JR.	PO BOX 170	MERCEDES, TX 78570	(956) 565-2688	(956) 565-0347

HIDALGO & CAMERON COUNTY
IRRIG. DIST. NO. 9
(VOL. 2, PAGE 34, MRHC)



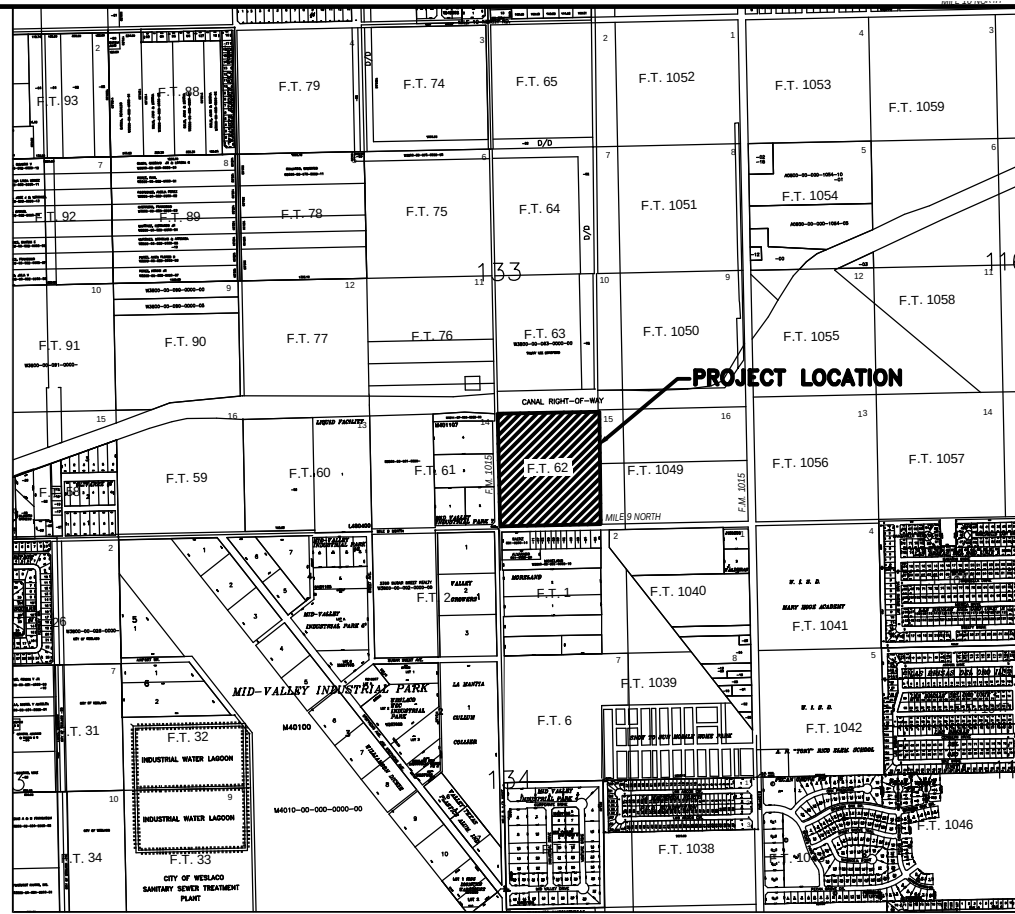
NOTES:

- 1.) THIS PROPERTY IS LOCATED IN FLOOD ZONE X. AREAS DETERMINED TO OUTSIDE 500-YEAR FLOOD PLAIN; ACCORDING TO COMMUNITY PANEL NUMBER: 480334-0450-C, MAP REVISED: JUNE 6, 2000, AS PREPARED BY FEMA. BASED ON GRAPHICAL REPRESENTATION.
- 2.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NAD 1983, TEXAS SOUTH ZONE.
- 3.) SUBJECT TO TITLE COMMITMENT GF NO. 162430548. OTHER INTERESTS MAY EXIST.
- 4.) MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
- 5.) STREETLIGHT MUST BE LOCATED EVERY 300 FEET.
- 6.) A 5 FOOT SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON ISSUANCE OF BUILDING PERMIT.
- 7.) MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS:
FRONT: 25'
REAR: 25'
SIDE: 5'
- 8.) LANDSCAPING IS REQUIRED PER CITY ORDINANCE.
- 9.) IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF WESLACO, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 121,988 CUBIC FEET OR 2.8 ACRE-FEET. AN APPROVED STORM WATER DETENTION PLAN WILL BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT.
- 10.) NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS.

ALPHA
INFRASTRUCTURE
Engineering PLLC
7840 N. FM 88 WESLACO, TX
Phone: (956) 363-0768
Fax: 1-888-747-3965
Email: info@alpha-engus
TEXAS ENGINEERING FIRM NO. F-15540

JCS ENGINEERING AND SURVEYING
PO BOX 170
MERCEDES, TEXAS 78570
PHONE (956) 565-2688
FAX (956) 565-0347

TBPE FIRM REGISTRATION NO. F-9911
TBPLS FIRM REGISTRATION NO. 10084200



VICINITY MAP
SCALE: 1" = 2000'

LINE TABLE		
LINE	LENGTH	BEARING
L1	35.35'	N46°12'27"W
L2	35.36'	S43°47'33"W
L3	35.35'	N46°12'27"W

METES AND BOUNDS

BEING 28.33 ACRES OF LAND, MORE OR LESS, CONSISTING OF FARM TRACT SIXTY-TWO (62), WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT A 1.079 ACRE TRACT PREVIOUSLY CONVEYED FROM JAMES O. WILSON AND WIFE, FRANCIS H. WILSON TO THE CITY OF WESLACO, ACCORDING TO THE DEED RECORDED IN DOCUMENT NO. 1203961, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A COTTON PICKER SPINDLE (CPS) FOUND AT THE SOUTHEAST CORNER OF SAID FARM TRACT SIXTY-TWO (62), SAID POINT ALSO BEING IN THE CENTERLINE OF MILE 9 NORTH ROAD (80' R.O.W.), FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, ALONG THE SOUTH LINE OF SAID FARM TRACT SIXTY-TWO (62) AND ALONG THE CENTERLINE OF SAID MILE 9 NORTH (80' R.O.W.), SOUTH 88 DEGREES 46 MINUTES 57 SECONDS WEST, A DISTANCE OF 1061.20 FEET TO A FOUND COTTON PICKER SPINDLE (CPS) IN THE CENTERLINE OF MILE 3-1/2 WEST ROAD FOR THE SOUTHWEST CORNER OF FARM TRACT SIXTY-TWO (62) AND THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, ALONG THE WEST LINE OF SAID FARM TRACT SIXTY-TWO (62) AND ALONG THE CENTERLINE OF SAID MILE 3-1/2 WEST ROAD, NORTH 01 DEGREES 11 MINUTES 51 SECONDS WEST, A DISTANCE OF 1200.34 FEET TO A POINT FOR THE NORTHWEST CORNER OF FARM TRACT SIXTY-TWO (62) AND THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, ALONG THE NORTH LINE OF SAID FARM TRACT SIXTY-TWO (62), NORTH 88 DEGREES 46 MINUTES 57 SECONDS EAST, A DISTANCE OF 1033.00 FEET TO A POINT IN THE WEST LINE OF AN EXISTING 40 FOOT DRAIN DITCH RIGHT-OF-WAY, AS PER THE INSTRUMENT RECORDED IN DOCUMENT NO. 1203961, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, PARALLEL WITH THE EAST LINE OF SAID FARM TRACT SIXTY-TWO (62) AND ALONG THE WEST LINE OF SAID 40 FOOT DRAIN DITCH RIGHT-OF-WAY, SOUTH 00 DEGREES 38 MINUTES 03 SECONDS EAST, A DISTANCE OF 1175.40 FEET TO A 1/2-INCH REBAR SET ON THE SOUTHWEST CORNER OF SAID EXISTING 40 FOOT DRAIN DITCH RIGHT-OF-WAY, FOR AN INSIDE CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, PARALLEL WITH THE SOUTH LINE OF SAID FARM TRACT SIXTY-TWO (62) AND ALONG THE SOUTH LINE OF SAID 40 FOOT DRAIN DITCH RIGHT-OF-WAY, SOUTH 88 DEGREES 46 MINUTES 57 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A 1/2-INCH REBAR SET IN THE EAST LINE OF SAID FARM TRACT SIXTY-TWO (62), FOR AN OUTSIDE CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, ALONG THE EAST LINE OF SAID FARM TRACT SIXTY-TWO (62), SOUTH 00 DEGREES 38 MINUTES 03 SECONDS EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 28.33 ACRES, MORE OR LESS, BY THIS METES AND BOUNDS.

BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205).

SURVEYOR'S CERTIFICATE:

I, ROBERT L. CLOSNER, JR., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY PLAT WAS PREPARED FROM RESEARCH INFORMATION, AND FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND, UNDER MY SUPERVISION, AND THAT PROPER SURVEYING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE BEST OF MY KNOWLEDGE. ALL DISTANCES ARE IN FEET.

ROBERT L. CLOSNER, JR., R.P.L.S. _____ DATE _____
REG. NO. 5983

FEBRUARY 2017
DATE OF SURVEY

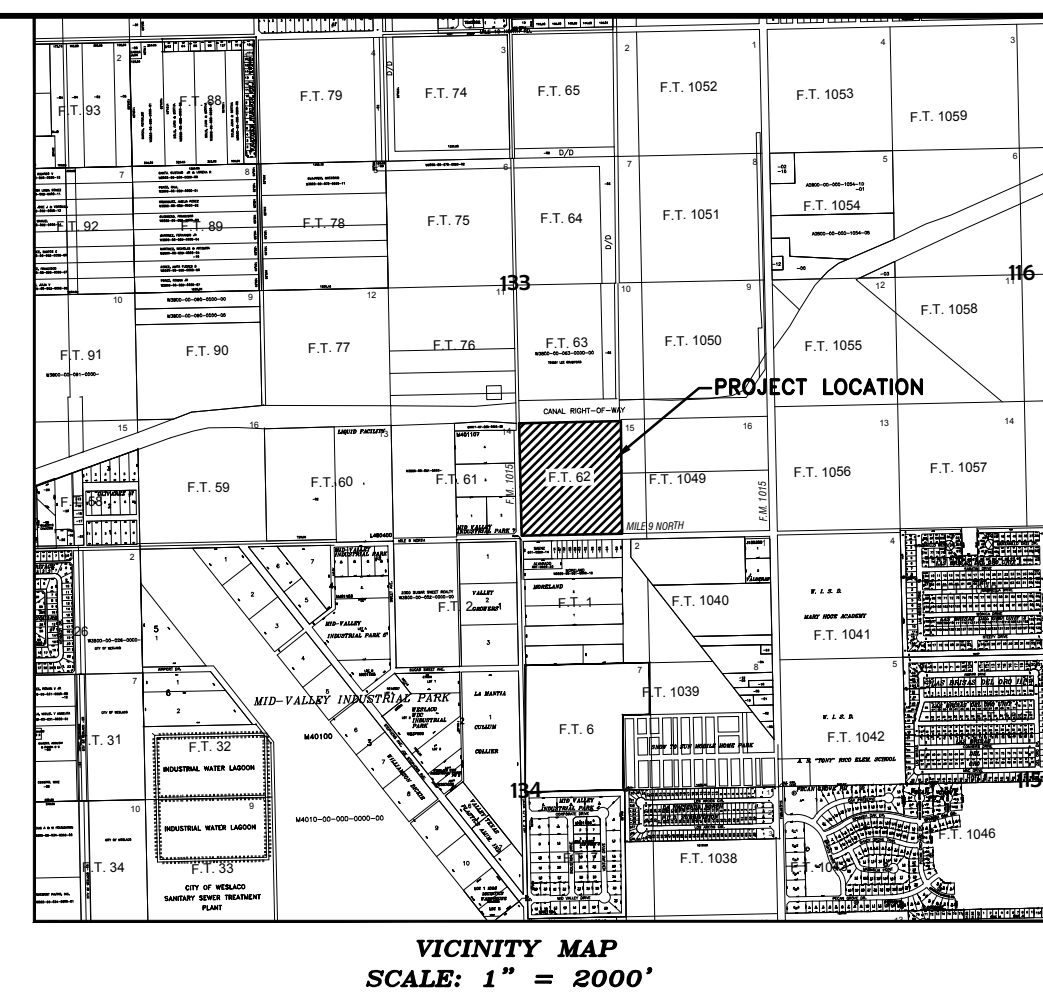
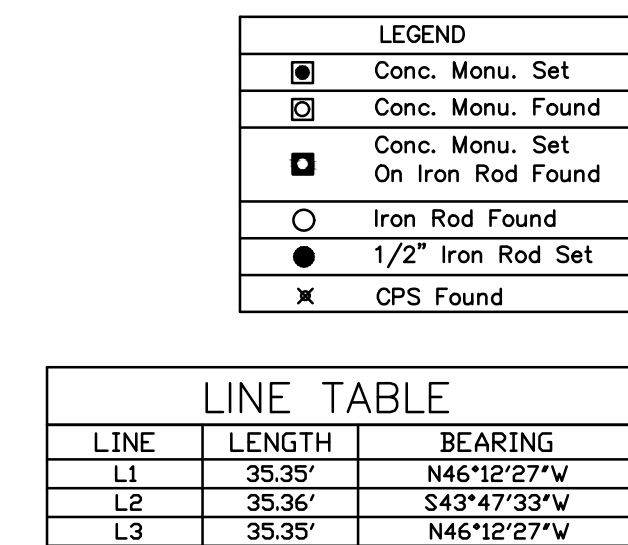
ENGINEER'S CERTIFICATE:

I, JUAN M. GAMEZ, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, TO THE BEST OF MY KNOWLEDGE.

JUAN M. GAMEZ, P.E. _____ DATE _____
REG. NO. 109884

FINAL PLAT J.O.W. SUBDIVISION

BEING 28.33 ACRES OF LAND, MORE OR LESS, CONSISTING OF FARM TRACT SIXTY-TWO (62), WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT A 1.079 ACRE TRACT PREVIOUSLY CONVEYED FROM JAMES O. WILSON AND WIFE, FRANCIS H. WILSON TO THE CITY OF WESLACO, ACCORDING TO THE DEED RECORDED IN DOCUMENT NO. 1203961, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.



BEING 28.33 ACRES OF LAND, MORE OR LESS, CONSISTING OF FARM TRACT SIXTY-TWO (62), WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 34-37 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, HAVE AND EXCEPT 1.075 ACRE TRACT PREVIOUSLY CONVEYED FROM JAMES O WILSON AND WIFE, FRANCIS H. WILSON TO THE CITY OF WESLACO, ACCORDING TO THE DEED RECORDED IN DOCUMENT NO. 1203961, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

ALPHA
INFRASTRUCTURE
Engineering PLLC
7840 N. FM 88 WESLACO, TX
Phone: (956) 363-0768
Fax: 1-888-747-3965
Email: info@alpha-engus
TEXAS ENGINEERING FIRM N.O. F

JCS **ENGINEERING AND SURVEYING**
 PO BOX 170 PHONE (956) 565-2688
 MERCEDES, TEXAS 78570 FAX (956) 565-0347
 TBPE FIRM REGISTRATION NO. F-9911
 TBPBS FIRM REGISTRATION NO. 10084200

NAME _____

OWNER: FRANCIS H. WILSON AND WILSON FAMILY TRUST

ENGINEER: JUAN M. GAMEZ, P.E.

SURVEYOR: ROBERT L. CLOSNER, JR., R.P.L.S.

ADDRESS	CITY & ZIP	PHONE	FAX
121 W. Sugar Cane Dr.	WESLACO, TX 78599		
7940 N. FM 88	WESLACO, TX 78596	(956) 363-0768	(888) 747-3965
PO BOX 170	MERCEDES, TX 78570	(956) 565-2688	(956) 565-0347



SUBDIVISION PLATTING APPLICATION

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

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

FILE NO. SUB 17-00005

This form shall be completed by the Property Owner or Applicant and submitted to the Planning Department along with the required number of copies of the respective plat, review fee and all other required information listed below and in the Subdivision Ordinance. The submittal of an application does not constitute acceptance for processing until the staff reviews and determines the application is complete.

STAFF USE ONLY

☐ Single Lot Variance ☐ Minor Plat ☐ Planned Unit Development ☒ Standard Subdivision

GENERAL INFORMATION

Name of Subdivision: JOW SUBDIVISION

Location: Northeast Corner of E. Sugar Cane Drive and Mile 3 1/2 Road West. (2615 Sugar cane Westlaco, TX)

Legal Description: Farm Tract Sixty Two (62), West Tract Subdivision, Hidalgo County, Texas

Is subdivision inside city limits? ☒ YES ☐ NO

If subdivision is in the ETJ, indicate? ☐ 3.5 Mile ☐ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R-2 Duplex and Apartments District

Existing Land Use: Farmland Proposed Land Use: multifamily

Number of Lots Proposed: 2 Gross Acreage: 29.41

Title Report Submitted: ☒ YES ☐ NO

OWNER INFORMATION

Owner's Name: Wilson Family Trust and Frances H Wilson Telephone: _____

Address: 121 W. Sugar cane Fax: _____

City: Weslaco State: TX Zip: 78596 E-mail: _____

ENGINEER INFORMATION

Name: _____ Telephone: _____

Address: _____ Fax: _____

City: _____ State: _____ Zip: _____ E-mail: _____

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

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: _____

☒ YES ☐ NO Wastewater Provision: _____

☒ YES ☐ NO Electric Company: _____

☐ YES ☒ NO Phone Utility _____	☐ YES ☒ NO Gas Utility	☒ YES ☐ NO Cable Utility
---	---	---

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District _____	☒ YES ☐ NO Irrigation District _____
---	---

Has the property been assessed as flat rate irrigable property: ☐ YES ☐ NO

Have Water Rights been conveyed to City/Water Supplier? ☐ YES ☐ NO

(Attach written proof of such assessment or that it has never been assessed as such a property) If **YES**, attach an estimate from the irrigation district of the proportional water rights for the subdivision as calculated under Texas Water Code § 49.505.

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

_____ **Two (2) sets of plats folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov**

_____ **\$350.00** Planning Review fee

_____ One 11" X 17" reduced copy of plat

_____ Plat Layout

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

_____ Contours

_____ Flood Zones

_____ Adjoiners

_____ Existing street names

_____ Drainage plans and calculations with engineer's seal

_____ Elevations

_____ Flood directional arrows

_____ Detention areas

_____ Street names

_____ Proof of ownership of the property

_____ If septic tank system required, submit soil evaluation report

_____ Water Rights associated with the property

_____ Tax Receipt for all taxing entities showing that taxes are paid in full

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

_____ **Twelve (12) sets of preliminary plat folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov**

_____ **\$350.00** (one time fee for preliminary and final plat)

_____ One 11" X 17" reduced copy of plat

_____ Plat Layout

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

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

- _____ Contours
- _____ Flood Zones
- _____ Adjoiners
- _____ Existing & Proposed street names
- _____ Utility Layout
- _____ Existing & Proposed Utilities
- _____ Proposed Fire Hydrants
- _____ Adjoiners
- _____ Street names
- _____ Drainage plans and calculations with engineer's seal
- _____ Elevations
- _____ Flood directional arrows
- _____ Detention areas
- _____ Street names
- _____ Proof of ownership of the property
- _____ If septic tank system required, submit soil evaluation report
- _____ Water Rights associated with the property
- _____ Tax Receipt for all taxing entities showing that taxes are paid in full
- _____ Number of fire hydrants proposed for subdivision
- _____ Trip Generation Worksheet

SUBMITTALS REQUIRED FOR FINAL (P & Z) **Will not apply to Single Lot Variance**

- _____ **Twelve (12) sets of plans FOLDED & STAPLED (24 x 36) & PDF copy with all corrections**
- _____ Plats to be sealed by Professional Engineer
- _____ Approved Drainage Report
- _____ Traffic Impact Analysis (If required)

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- _____ One set of 8 ½ x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

- _____ Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
- _____ Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
- _____ Notice of Intent
- _____ SW3P

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

- _____ Electronic file of final plat and as-builds
- _____ Reproducible plat to be recorded with all required signatures
- _____ 3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
- _____ 2% inspection fee
- _____ Park Fees
- _____ Checks or Receipts: HCCID #9; HCDD #1; County Clerk
- _____ Tax certificates
- _____ Memo from engineering inspector releasing subdivision
- _____ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
- _____ 30 Year Water and 30 Year Sewer Service Agreements
- _____ Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

- _____ Sealed engineering cost estimates
- _____ Letter of Credit/Performance Bond/Escrow

** Any revisions requested would require resubmission of plats and reduced copy reflecting changes.

AUTHORIZATION AND ACKNOWLEDGEMENTS

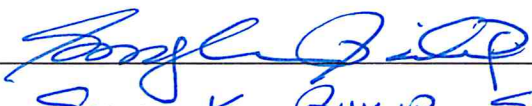
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

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

Owner Printed Name: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature:  Date: 3-30-2017

Authorized Agent Printed Name: SUNNY K. PHILIP, EXECUTIVE DIRECTOR
SOUTH TEXAS COLLABORATIVE FOR HOUSING DEV.

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid: _____

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____

CITY OF WESLACO
956-968-3181

REC#: 02242052 3/31/2017 9:07 AM
OPER: KArev TERM: 036
REF#: 2050

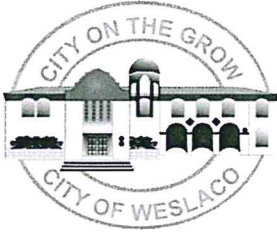
TRAN: 235.1000 PROCESSING FEE
1551
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT
1551
01 -400-1025
SUBDIVISION INSPECT 350.00CR

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-;

TENDERED: 355.00 CHECK
APPLIED: 355.00-

CHANGE: 0.00



CITY OF WESLACO
PLANNING & CODE ENFORCEMENT DEPARTMENT
SUBDIVISION REVIEW MEETING

DATE: 3/29/17

NAME OF SUBDIVISION: JOW

SIGN IN SHEET

#	NAME	COMPANY	Phone/email
1	Mardoqueo Hingjosa	City of Weslaco	447-3403
2	Mike Swinnea	WFMU	447-1990
3	Rebekah de la Fuente	COW	447-3401
4	Sunny K. Philip	STCHD	956-778-7030
5	SKphilip@stchd.org		
6	Efrain Tufua	City of Weslaco	(956) 447-3401
7			
8			
9			
10			
11			
12			
13			
14			

2016 TAX STATEMENT



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

Certified Owner:

WILSON FAMILY TRUST
121 W SUGAR CANE DR
WESLACO, TX 78599-4426

Legal Description:

WEST TRACT 29.41AC OF FT 62 26.78AC NET

Account No: W3800-00-062-0000-00

Appr. Dist. No.: 324259

Legal Acres: 26.7800

Parcel Address: MILE 3 1/2 W

As of Date: 03/22/2017

Print Date: 03/22/2017

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$548,990	\$0	\$548,990	\$548,990	\$0	\$0	\$548,990	\$0
Taxing Unit		Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
			Code	Amount			
HIDALGO COUNTY		\$548,990	OSP	\$537,019.00	\$11,971	0.5900000	\$70.63
DRAINAGE DIST #1		\$548,990	OSP	\$537,019.00	\$11,971	0.0951000	\$11.38
EMS DIST #1		\$548,990	OSP	\$537,019.00	\$11,971	0.0200000	\$2.39
WESLACO ISD		\$548,990	OSP	\$537,019.00	\$11,971	1.1397000	\$136.43
SOUTH TEXAS ISD		\$548,990	OSP	\$537,019.00	\$11,971	0.0492000	\$5.89
SOUTH TEXAS COLLEGE		\$548,990	OSP	\$537,019.00	\$11,971	0.1850000	\$22.15

Total Tax: \$248.87
Total Tax Paid to date: \$248.87
Total Tax Remaining: \$0.00

Exemptions:

OSP OPEN SPACE 1-D-1

AMOUNT DUE IF PAID BY:

03/31/2017 9%	05/01/2017 11%	05/31/2017 13%	06/30/2017 15%	07/31/2017 18 + up to 15%	08/31/2017 19 + up to 15%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/02/2017 20 + up to 15%	10/31/2017 21 + up to 15%	11/30/2017 22 + up to 15%	01/01/2018 23 + up to 15%	01/31/2018 24 + up to 15%	02/28/2018 25 + up to 15%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

School Information:

WESLACO ISD 2016 M&O 1.1397000 I&S .00000000 Total 1.1397000 2015 M&O 1.1397000 I&S .00000000 Total 1.1397000

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

4.1.65



Print Date: 03/22/2017

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



RECEIVED
MAR 22 2017
Planning & Code Enforcement Dept.



W3800-00-062-0000-00

WILSON FAMILY TRUST
121 W SUGAR CANE DR
WESLACO, TX 78599-4426

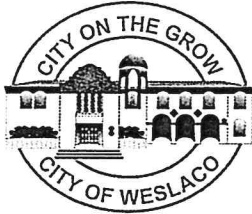
AMOUNT PAID:

\$ _____

00003242590000000000

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

March 29, 2017

Frances H Wilson & Wilson Family Trust
121 West Sugarcane Drive
Weslaco, Texas 78599

Re: JOW- Primrose Subdivision

Dear Applicant:

As per the plan set received, please find below general comments that need to be addressed for the above mentioned subdivision:

1) Plat Sheet-

1. Add Plat Note: Streetlight must be located every 300 feet
2. Add Plat Note- A 5 ft. sidewalk is required along exterior perimeter upon the issuance of a building permit.
3. Include all appropriate signature lines
4. Include Metes and bounds description must match plan view as provided
5. Add Plat Note: Minimum Building Setback lines shall be as follows:
Front: 25'
Rear: 25'
Side: 5'
6. Add Plat Note: Landscaping is required per city ordinance.

Should you need additional information or have any questions, please call the Planning Department at (956) 447-3401.

Sincerely,

Rebekah de la Fuente,
Senior Planner

CC: Alpha Infrastructure Engineering
7840 North FM 88
Weslaco, Texas 78599

7840 N FM88
Weslaco, TX
78596
Phone: 956-363-0768



Email: info@ALPHA-ENG.US
TXBE#: 15540

Drainage Report J.O.W. Subdivision Weslaco, Texas

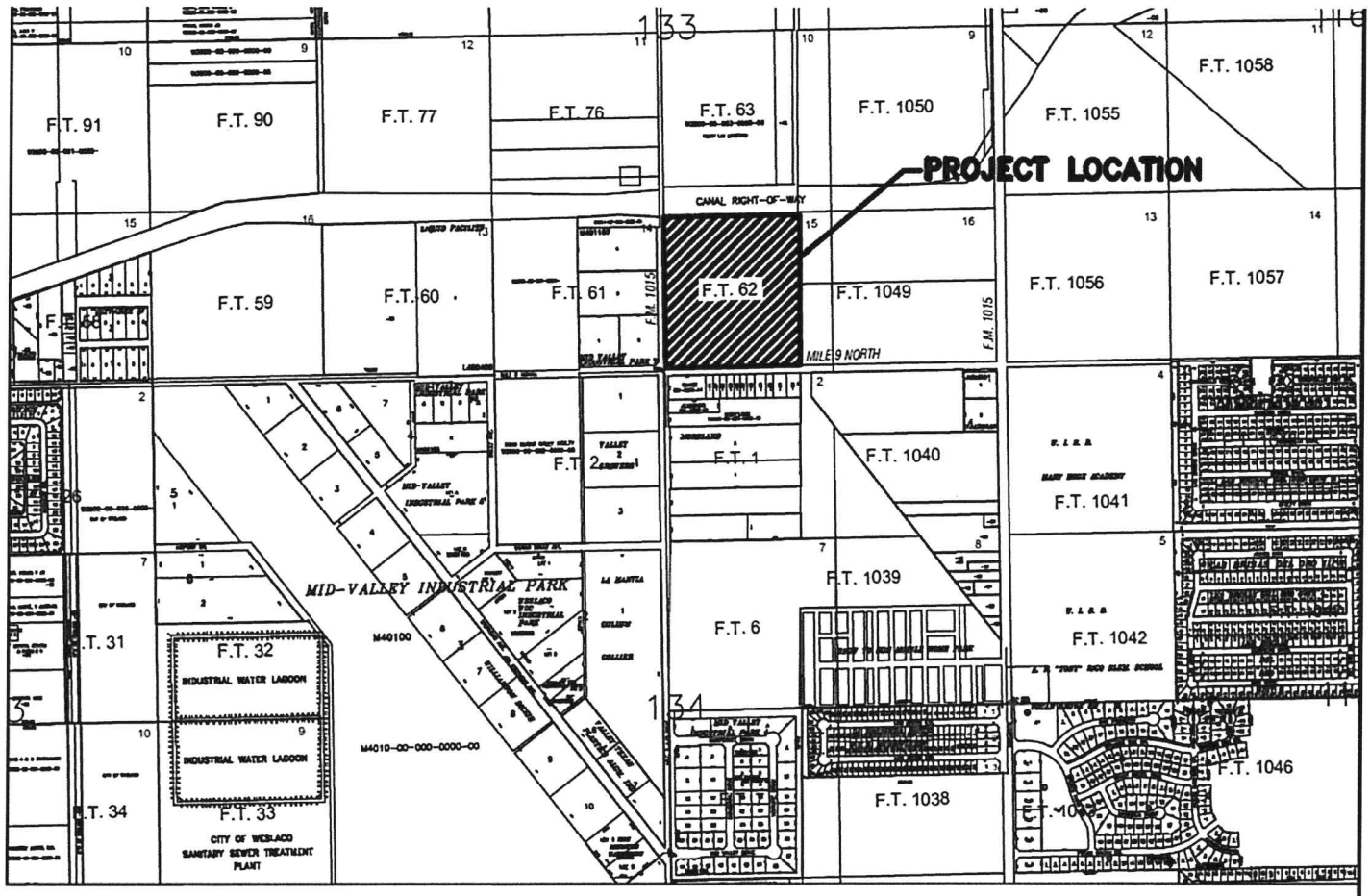
March 30, 2017



Prepared by. Juan M. Gamez, P.E.

Introduction

J.O.W. Subdivision is a 28.33 acre tract out of Block 62 of the West and Adams Tracts Subdivision on the North East Corner of Mile 3 ½ and Mile 9 North (Sugarcane). The development is proposed to be a multifamily configuration within the city limits of the City of Weslaco.



Flood Zone

The site is situated in a Flood Zone X as depicted on **FEMA FRIM MAP 480334-0450-C revised June 06, 2000.**

Report Parameters

Design Storm: 25 yr

Hydrologic Methodology: Rational Method

Metrologic Data: Cameron County IDF Curves.

Pre-Developed Conditions

The existing topography indicates the site drains from South West to North East over a sandy loam soil with a coefficient of 0.38 towards a drain ditch on the North and East of the farm tract 62. The pre-developed area is a 23.50 acres net.

Developed Conditions

The area is a 23.50 acre net area after ROW dedications. The development consists of 10 apartment buildings, one office and laundry building with corresponding parking, recreational and green spaces.

Additionally, the development will also experience a balanced regarding developing gentler site slopes with the paving improvements.

A composite Coefficient was calculated and attached to this report.

Results

The 25 yr. storm conditions have been calculated as 24.56 cfs for pre-developed conditions and 75.32 cfs for developed conditions. The detention requirement was calculated as 1.22 acre feet as further detailed in Appendix A in accordance with Hidalgo County Drainage Criteria. The developed was further validated using Hydraflow Hydrograph to develop a more accurate time of concentration and calculate a detailed site composite runoff coefficient.

DRAINAGE CALCULATIONS

Project Name: JOW Subdivision
Analysis Method: Rational Method

Revised: 13/30/17
Storm Design Year: 25 YR

Existing Surface

Contributing Area "A": 23.50 Acres. *See Note 1 Below.*
Elev. Drop in watershed: 1.0 ft
Distance to Farthest Point: 1200 ft
Watershed Slope: 0.08 %
Velocity; From Chart 1, Attachment A: 0.21 fps
Time of Conc. (tc): 1200 ft / 0.21 fps = 95 min.
Rainfall Intensity "I"; From
Chart 2, Attachment A: 2.75 in/hr (For a 25 Yr. Frequency of Return).
Runoff Coefficient "C"; From
Chart 3, Attachment A: 0.38 100% Farmland

Therefore, discharge "Q = CIA" = **24.56 cfs Peak**

Existing Surface

Contributing Area "A": 23.50 Acres. *See Note 1 Below.*
Elev. Drop in watershed: 1.0 ft
Distance to Farthest Point: 1200 ft
Watershed Slope: 0.30 %
Velocity; From Chart 1, Attachment A: 1.10 fps
Time of Conc. (tc): 1200 ft / 1.10 fps = 18 min.
Rainfall Intensity "I"; From
Chart 2, Attachment A: 6.5 in/hr (For a 25 Yr. Frequency of Return).
Runoff Coefficient "C"; From
Chart 3, Attachment A: 0.48 Multi Family

Therefore, discharge "Q = CIA" = **73.32 cfs Peak**

Detention Requirements

Peak Discharge - Future Conditions: 73.32 cfs
Peak Discharge - Existing Conditions: 24.56 cfs
Surplus Runoff: 48.76 cfs Peak (After Paving Improvements)
The volume of detention required: 53195 cf. Detention to be provided
1.2212 Ac. FT 2 Ac. FT

Notes:



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-989
From: Mardoqueo Hinojosa		
Subject: Discussion and consideration to approve the Final Plat for Pablo Pena Jr. Subdivision, being a 2.12 acre tract of land out of Farm Tract 146, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located 200 feet North of Expressway 83 and Westgate Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning and Code Enforcement.)		
Background: The proposed three (3) lot subdivision is within the City of Weslaco city limits. This subdivision is being serviced with water by City of Weslaco through an 8" waterline and sewer through a 6" sanitary sewerline. A setback variance for lots 1, 2 and 3 is being requested. The property is within a Flood Zone "X". Existing drive-thru will be removed prior to recording.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning Commission recommended approval on May 3, 2017 with approval of variances.		
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments:		
Staff Recommendation: Staff recommends approval and compliance with zoning ordinance on setbacks.		
Attachments, if any: Aerial, Final Plat, Application & Drainage Report		
Responsibilities upon Approval:		

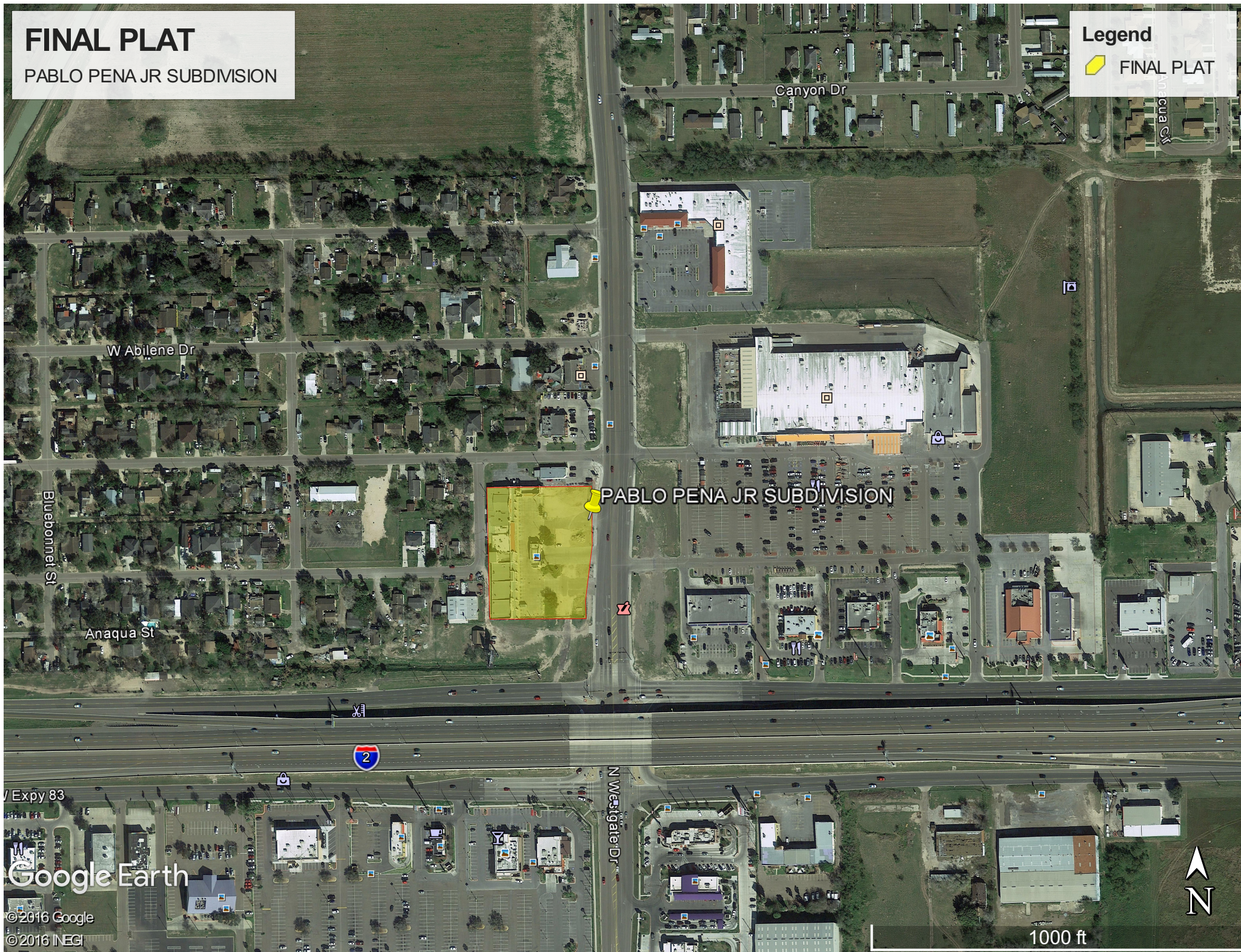
Planning staff will advise applicant.

FINAL PLAT

PABLO PENA JR SUBDIVISION

Legend

 FINAL PLAT



Expy 83

Google Earth

©2016 Google

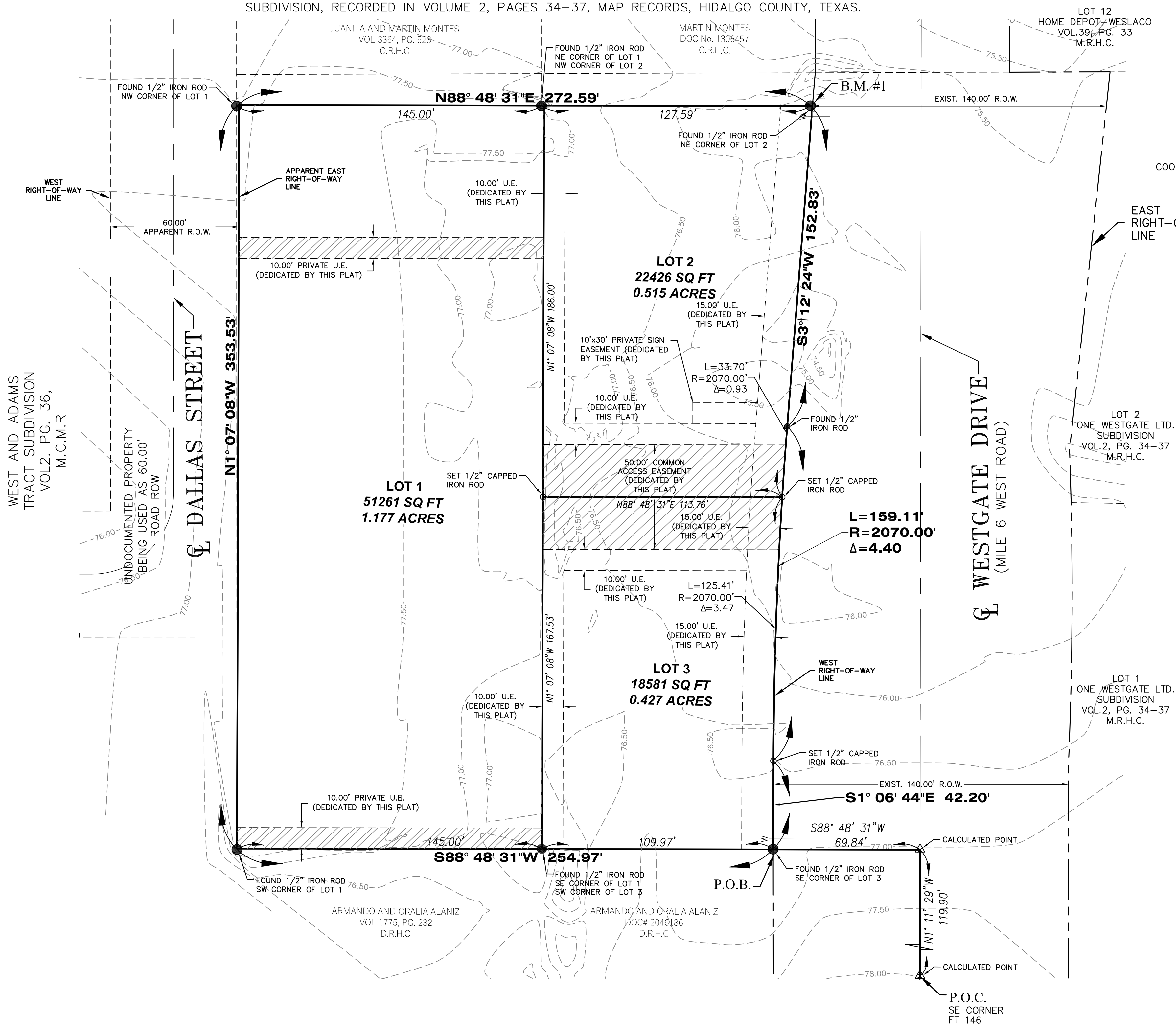
©2016 INEGI

1000 ft

N

PABLO PENA JR. SUBDIVISION

BEING A 2.12 ACRE TRACT OF LAND MORE OR LESS, OUT OF FARM TRACT 146, WEST AND ADAMS TRACT SUBDIVISION, RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.



STATE OF TEXAS – COUNTY OF HIDALGO OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, FELIZA TAYLOR, FALARS-V INC., AS OWNER OF THE 2.12 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PABLO PENA JR. SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

- THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
- SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
- ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
- GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

FELIZA TAYLOR, FALARS-V INC. DATE

STATE OF TEXAS – COUNTY OF HIDALGO PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED FELIZA TAYLOR PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

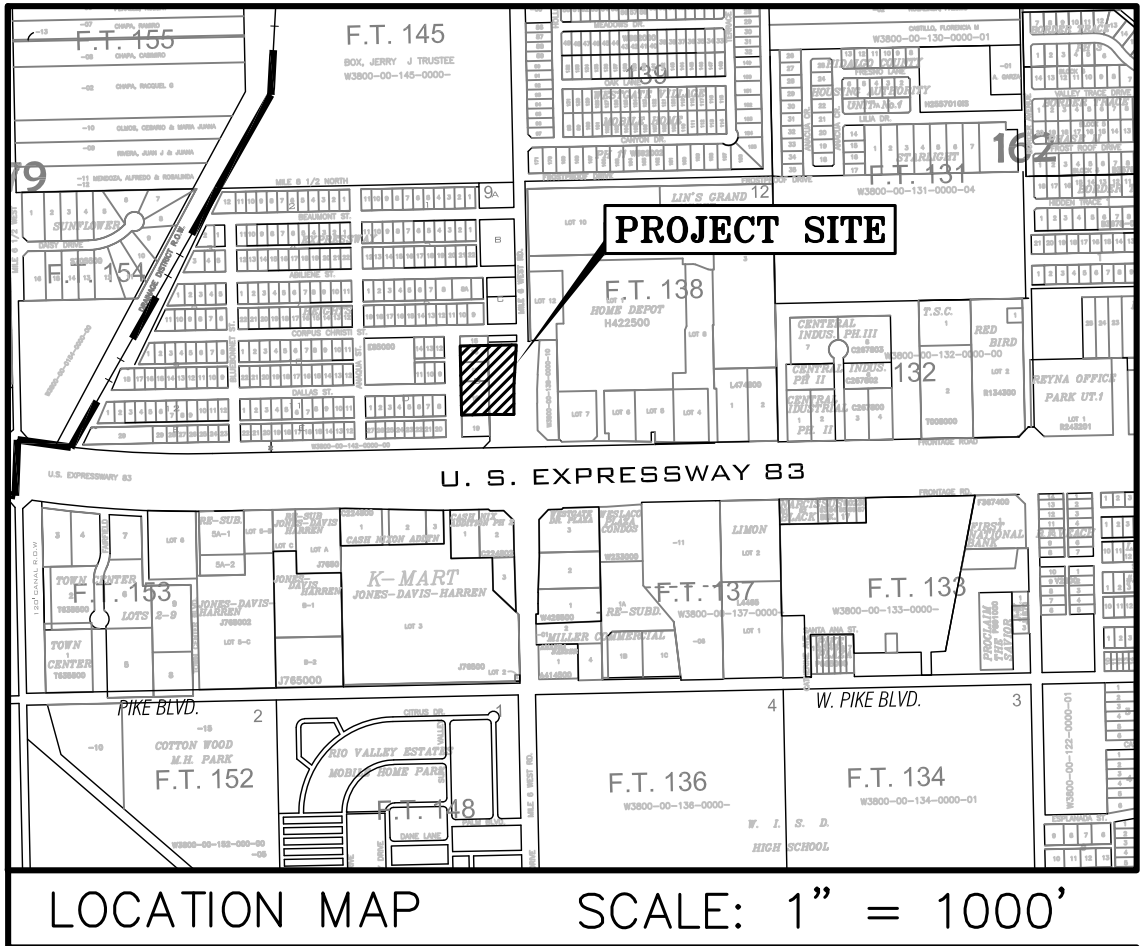
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2017

NOTARY PUBLIC MY COMMISSION EXPIRES

SCALE: 1" = 30'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH (4205)
(NAD 83)

ABBREVIATION LEGEND	
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
U.E.	UTILITY EASEMENT
C.	CENTER LINE
L	LOT LINE

LEGEND	
○	SET 1/2 INCH IRON ROD
●	FOUND 1/2 INCH IRON ROD
▲	FOUND COTTON PICKER SPINDLE
△	CALCULATED POINT
⊙	POWER POLE
(XXXX)	MAP RECORD
XXXX	NATURAL GROUND
○	CAPPED IRON ROD SET

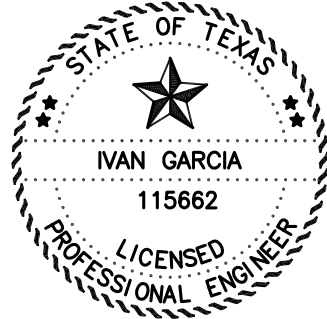


PLAT NOTES AND RESTRICTIONS

- THIS SUBDIVISION IS IN ZONE "X" (UNSHADED) OF THE FLOOD INSURANCE RATE, AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN, ACCORDING TO THE FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0450 C, REVISED JUNE 6, 2000, AND AMENDED FEBRUARY 17, 2017 BY LOMA CASE NO. 17-06-0880A.
- MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
LOT 1: FRONT: 0 FEET (EXISTING)
SIDE: 0 FEET (EXISTING)
REAR: 0 FEET (EXISTING)
LOT 2 & 3: FRONT: 25 FEET OR TO EASEMENT LINE, WHICHEVER IS GREATER.
*FRONT OF LOTS 2 AND 3 WILL HAVE AN ORIENTATION TOWARDS 50' COMMON ACCESS EASEMENT
SIDE: 5 FEET OR TO EASEMENT LINE, WHICHEVER IS GREATER.
REAR: 15 FEET OR TO EASEMENT LINE, WHICHEVER IS GREATER.
- THESE LOTS SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL (APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT).
- MINIMUM FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTING (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- IN ACCORDANCE WITH THE HIDALGO DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, AND THE CITY OF WESLACO'S DRAINAGE REQUIREMENTS THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN APPROXIMATELY 2.625 CUBIC-FEET 0.060 ACRE-FEET OF STORM WATER RUNOFF FOR LOT 2, LOT 3 WILL BE REQUIRED TO DETAIN APPROXIMATELY 2.255 CUBIC-FEET 0.052 ACRE-FEET OF STORM WATER RUNOFF. AS PER THE CITY OF WESLACO'S CURRENT DRAINAGE POLICY, LOT 1 IS GRANDFATHERED AND EXEMPT FROM ANY DETENTION REQUIREMENTS AS PART OF THIS SUBDIVISION. DETENTION WILL BE PROVIDED IN LANDSCAPED DETENTION SWALES.
- BENCHMARK:
TADOT ROW MONUMENT
N=16589115.9500, E=1145879.4070, ELEVATION= 76.04
- THE DEVELOPER SHALL INSTALL STREET LIGHTING AND SIGNAGE AT THE TIME OF SITE DEVELOPMENT.
- A 5' CONCRETE SIDEWALK SHALL BE INSTALLED ALONG MILE 6 WEST ROAD (WESTGATE DRIVE) DURING SITE DEVELOPMENT. THE LOCATION OF THE SIDEWALK SHALL BE ACCORDING TO CITY OF WESLACO STANDARDS AND SPECIFICATIONS.
- UTILITIES PROVIDERS:
WATER: CITY OF WESLACO
SANITARY SEWER: CITY OF WESLACO
ELECTRICITY: M.V.E.C.
- ADDITIONAL FIRE HYDRANT AND A WATER LINE EXTENSION AND LOOP WILL BE REQUIRED AT THE TIME OF SITE DEVELOPMENT.
- A STORMWATER POLLUTION PREVENTION PLAN MUST BE SUBMITTED PRIOR TO ISSUANCE OF BUILDING PERMIT.
- NO ACCESS, LOT FRONTAGE PERMITTED ALONG DALLAS STREET FOR LOT 1.
- LANDSCAPING SHALL BE REQUIRED AS PER CITY ORDINANCE AT THE TIME OF SITE DEVELOPMENT.
- ALL FACILITIES/UTILITIES WILL REMAIN PRIVATE WITHIN 10' PRIVATE UTILITY EASEMENTS (TO BE DEDICATED BY THIS PLAT), WILL BE MAINTAINED BY EACH PROPERTY OWNER AND SHALL BE ACCESSIBLE AT ALL TIMES TO PROPERTY OWNERS OF LOTS 2 AND 3.
- EXISTING DRIVE-THRU IN LOT 1 WILL BE DEMOLISHED PRIOR TO RECORDING OF THIS PLAT.

STATE OF TEXAS – COUNTY OF HIDALGO

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



IVAN GARCIA P.E. R.P.L.S. DATE
REG. PROFESSIONAL ENGINEER NO. 115662

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF WESLACO AND HIDALGO COUNTY, TEXAS.



IVAN GARCIA DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS FOR THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

HIDALGO and CAMERON COUNTIES IRRIGATION DISTRICT No. 9

THIS PLAT HAS BEEN APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 DATED THIS ____ DAY OF _____, 2017.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.C.I.D. No. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. No. 9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER DATE

STATE OF TEXAS - CITY OF WESLACO PLAT APPROVAL CERTIFICATE

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

CITY MAYOR DATE ATTEST: CITY SECRETARY DATE

I, THE UNDERSIGN CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

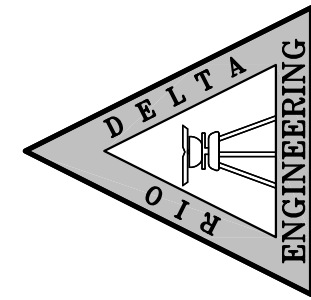
PLANNING AND ZONING COMMISSION CHAIRMAN DATE

NAME	ADDRESS	PHONE & FAX
OWNER(S): FALARS-V INC.	326 W MILE 11 N WESLACO, TX. 78599	(956) 778-8689
SURVEYOR: IVAN GARCIA	P.E. R.P.L.S. 921 S. 10TH AVENUE EDINBURG, TX. 78539	(956) 380-5152 (956) 380-5083
ENGINEER: IVAN GARCIA	P.E. R.P.L.S. 921 S. 10TH AVENUE EDINBURG, TX. 78539	(956) 380-5152 (956) 380-5083

RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027

921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



ISSUED FOR:
FINAL

PLAT SHEET
PABLO PENA SUBDIVISION
WESLACO, TEXAS
HIDALGO COUNTY, TEXAS

PROJECT :

ENGINEER: IVAN GARCIA P.E. R.P.L.S.

SURVEYOR: IVAN GARCIA P.E. R.P.L.S.

CHECKED: IVAN GARCIA P.E. R.P.L.S.

DRAWN: PETER LERMA

SCALE: 1"=30'

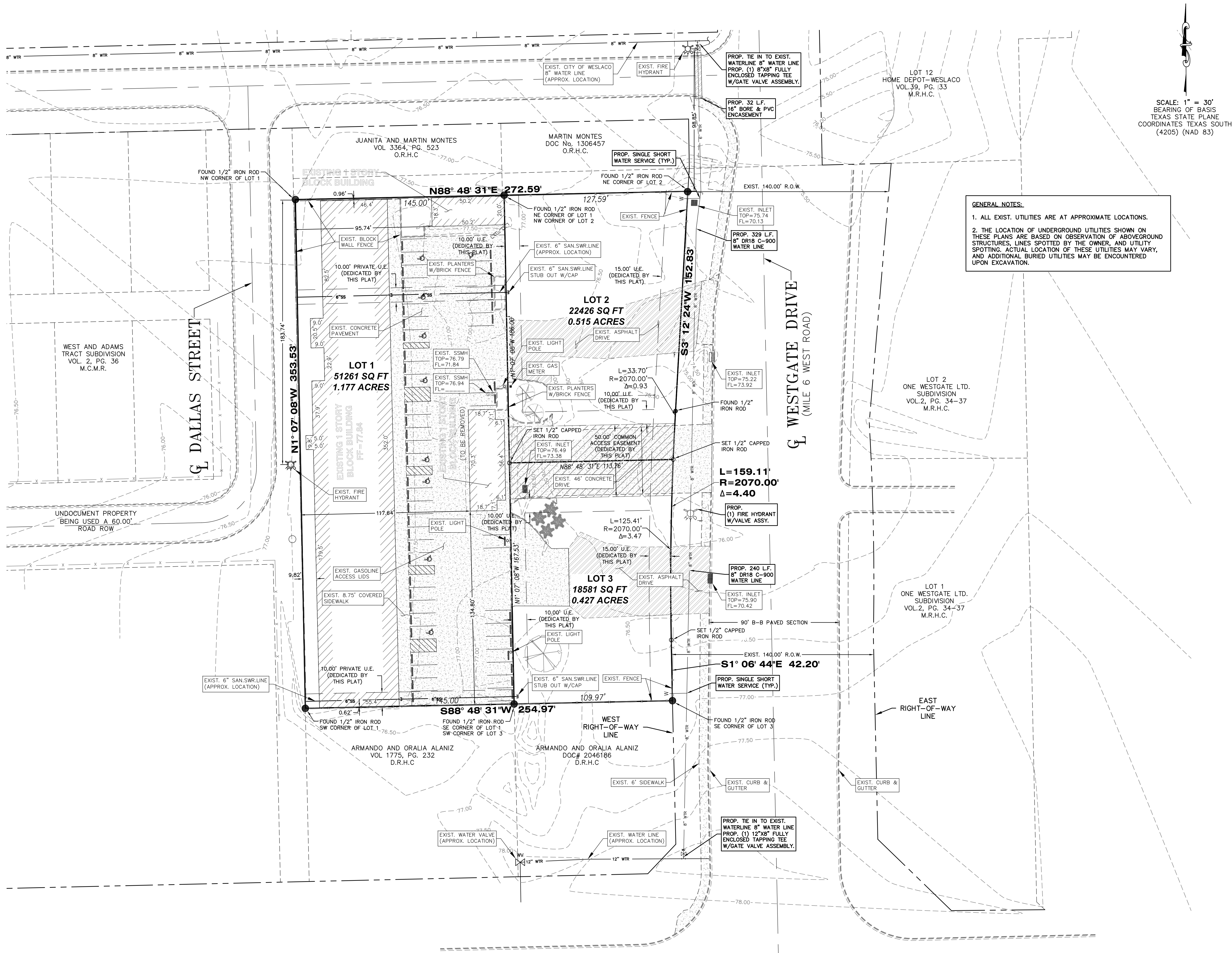
DATE: APRIL 2017

PROJECT: SUB 16 008

REVISIONS:

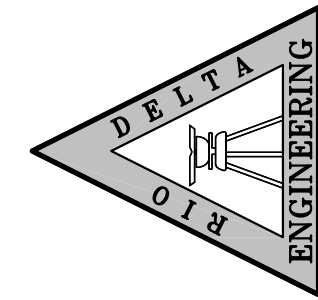
PAGE NO. 1-OF-1

Y:\RDE SUBDIVISIONS 2016\SUB 16 008 - FELIZA TAYLOR (PABLO PENA)\DWG\SUB 16 008-UTILITY LAYOUT.dwg IN: IVAN 5/2/2017 2:28 PM



UTILITY LAYOUT
PABLO PENA SUBDIVISION
WESLACO, TEXAS
HIDALGO COUNTY, TEXAS

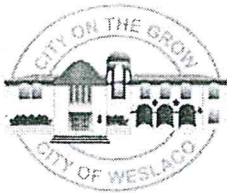
ISSUED FOR:
FINAL



RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

PROJECT :
ENGINEER:
SURVEYOR:
CHECKED:
DRAWN:
SCALE:
DATE:
PROJECT:
REVISIONS:
PAGE NO.

IVAN GARCIA P.E. R.P.L.S.
IVAN GARCIA P.E. R.P.L.S.
IVAN GARCIA P.E. R.P.L.S.
PETER LERMA
1"=30'
APRIL 2017
SUB 16 008
1-OF-1



SUBDIVISION PLATTING APPLICATION

RECEIVED

MAR 24, 2017

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.

SUB 17-00002

This form shall be completed by the Property Owner or Applicant and submitted to the Planning Department along with the required number of copies of the respective plat, review fee and all other required information listed below and in the Subdivision Ordinance. The submittal of an application does not constitute acceptance for processing until the staff reviews and determines the application is complete.

STAFF USE ONLY

☐ Single Lot Variance ☐ Minor Plat ☐ Planned Unit Development ☐ Standard Subdivision

GENERAL INFORMATION

Name of Subdivision: Pablo Peña Jr. Subdivision

Location: 200 FT North of Expressway 83 & Westgate Dr. (Westside).

Legal Description: 2.12 Acre tract out of Farm Tract 146, Block 179, West Adams Tract Subdivision, Llano Grande Grant, A-45 M.R.H.C.

Is subdivision inside city limits? ☒ YES ☐ NO

If subdivision is in the ETJ, indicate? ☐ 3.5 Mile ☐ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: B-2 Secondary & Highway Business District

Existing Land Use: Commercial Proposed Land Use: Commercial

Number of Lots Proposed: 3 Gross Acreage: 2.12

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: Falars-V, Inc. Telephone: (956) 778-8689

Address: 326 W. Mile 11 N

Fax:

City: Weslaco State: TX Zip: 78599 E-mail: felizapaylor@aol.com

ENGINEER INFORMATION

Name: Iran Garcia - Rio Delta Engineering Telephone: (956) 380-5152

Address: 921 S. 10th Ave

Fax: (956) 380-5083

City: Edinburg State: TX Zip: 78539 E-mail: riodelta2004@yahoo.com

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

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: City of Weslaco Public Utilities
☒ YES ☐ NO Wastewater Provision: City of Weslaco Public Utilities
☒ YES ☐ NO Electric Company: AEP

☐ YES ☐ NO Phone Utility _____	☐ YES ☐ NO Gas Utility _____	☐ YES ☐ NO Cable Utility _____
--	--	--

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>#1</u>	☒ YES ☐ NO Irrigation District <u>#9</u>
---	---

Has the property been assessed as flat rate irrigable property: ☐ YES ☒ NO

Have Water Rights been conveyed to City/Water Supplier? ☐ YES ☒ NO

(Attach written proof of such assessment or that it has never been assessed as such a property) If YES, attach an estimate from the irrigation district of the proportional water rights for the subdivision as calculated under Texas Water Code § 49.505.

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

Two (2) sets of plats folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov

\$350.00 Planning Review fee

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

Contours

Flood Zones

Adjoiners

Existing street names

Drainage plans and calculations with engineer's seal

Elevations

Flood directional arrows

Detention areas

Street names

Proof of ownership of the property

If septic tank system required, submit soil evaluation report

Water Rights associated with the property

Tax Receipt for all taxing entities showing that taxes are paid in full

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

✓ Twelve (12) sets of preliminary plat folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov

✓ \$350.00 (one time fee for preliminary and final plat)

✓ One 11" X 17" reduced copy of plat

✓ Plat Layout

✓ Existing & Proposed Easements

✓ Existing & Proposed ROW

✓ Existing & Proposed Drainage Easements

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

- ☒ Contours
- ☒ Flood Zones
- ☒ Adjoiners
- ☒ Existing & Proposed street names
- ☒ Utility Layout
- ☒ Existing & Proposed Utilities
- ☒ Proposed Fire Hydrants
- ☒ Adjoiners
- ☒ Street names
- N/A Drainage plans and calculations with engineer's seal
- ☐ Elevations
- ☐ Flood directional arrows
- ☐ Detention areas
- ☐ Street names
- ☒ Proof of ownership of the property
- N/A If septic tank system required, submit soil evaluation report
- N/A Water Rights associated with the property
- ☒ Tax Receipt for all taxing entities showing that taxes are paid in full
- ☒ Number of fire hydrants proposed for subdivision
- N/A Trip Generation Worksheet

Drainage Report

SUBMITTALS REQUIRED FOR FINAL (P & Z) **Will not apply to Single Lot Variance**

- ☐ Twelve (12) sets of plans FOLDED & STAPLED (24 x 36) & PDF copy with all corrections
- ☐ Plats to be sealed by Professional Engineer
- ☐ Approved Drainage Report
- ☐ Traffic Impact Analysis (If required)

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- ☐ One set of 8 1/2 x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

- ☐ Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
- ☐ Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
- ☐ Notice of Intent
- ☐ SW3P

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

- ☐ Electronic file of final plat and as-builds
- ☐ Reproducible plat to be recorded with all required signatures
- ☐ 3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
- ☐ 2% inspection fee
- ☐ Park Fees
- ☐ Checks or Receipts: HCCID #9; HCDD #1; County Clerk
- ☐ Tax certificates
- ☐ Memo from engineering inspector releasing subdivision
- ☐ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
- ☐ 30 Year Water and 30 Year Sewer Service Agreements
- ☐ Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

- ☐ Sealed engineering cost estimates
- ☐ Letter of Credit/Performance Bond/Escrow

** Any revisions requested would require resubmission of plats and redacted copy reflecting changes.

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Feliza Taylor FALARS-V, INC.

Owner Signature: [Signature] Date: 3/22/17

Rio Delta Engineering - Ivan Garcia, P.E., R.P.L.S. is the authorized agent

Authorized Agent Signature: [Signature] Date: 3/22/17

Authorized Agent Printed Name: Ivan Garcia, P.E., R.P.L.S.

THIS PAGE FOR STAFF USE ONLY

.....

Date Received: _____ Received By: _____ Date Paid: _____

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____

CITY OF WESLACO

956-968-3181

REC#: 02239865 3/24/2017 11:48 AM
OPER: KArev TERM: 036
REF#: 8307

TRAN: 235.1000 PROCESSING FEE
INV 1437
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT
SUB DIVISION VARIANCE
1437
01 -400-1025
SUBDIVISION INSPECT 50.00CR

TRAN: 235.1000 PROCESSING FEE
1438
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT
1438
01 -400-1025
SUBDIVISION INSPECT 350.00CR

TENDERED: 55.00 CHECK

355.00 CHECK

APPLIED: 410.00-

CHANGE: 0.00



APPLICATION FOR VARIANCE

RECEIVED

MAR 24 2017

Planning &
Code Enforcement Dept.

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

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

FILE NO.

VAR 17-00031

GENERAL INFORMATION

Name of Subdivision: Pablo Peña Jr. Subdivision

Location: 200' North of Expressway 83 & Westgate Dr. (westside)

Legal Description: 2.12 Acre tract out of Farm Tract 146, Block 179, West Adams tract Subdivision, Llano Grande Grant, A-4S, M. R. H.C.

VARIANCE TYPE:

☐ Streetlights ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Fire Hydrants ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☒ Setbacks ☒ YES ☐ NO

Describe in detail the reason for the variance request:

① Existing conditions on lot 1 → Front: 0', rear: 0', side: 0'
② Rear setbacks for lots 2 & 3 → rear: 15' for better site planning.

☐ Drainage ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Minimum Lot Size ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☐ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

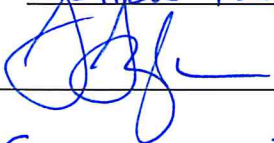
Owner's Name: FALARSU, INC. Telephone: (956) 778-8689
Address: 326 W Mitlell N Fax: (956) 969-4505
City: Weslaco State: TX Zip: 78599 E-mail: felizaptaylor@aol.com

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: Feliza Taylor, FALARS-U, INC.

Owner Signature:  Date: 3/22/17

Rio Delta Engineering - Ivan Garcia, P.E., R.P.L.S. is the authorized agent

Authorized Agent Signature:  Date: 3/22/17

Authorized Agent Printed Name: Ivan Garcia, P.E., R.P.L.S.

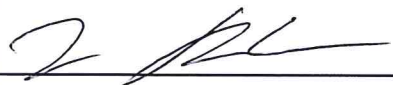


CITY OF WESLACO
PLANNING & CODE ENFORCEMENT DEPARTMENT
SUBDIVISION REVIEW MEETING

DATE: 3/2/2017

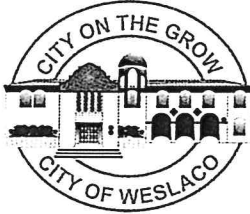
NAME OF SUBDIVISION: PABLO PENA JR

SIGN IN SHEET

#	NAME	COMPANY	Phone/email
1	Rebekah delc Fuente	COW	447-3401
2	Rolando Gonzalez	COW	
3	Mike Swinnen	WFMAG	447-3415
4	Chris Stuchan	WFM0	447-3415
5	Marcelo Cosm	COW	532-8372
6	Rolando Garza	COW	956-742-7000
7	EFRAIN TAFOLLO	City of Weslaco	956-472-2181
8	Ivan Garcia	Roo De Ita Eng.	956-380-5152
9		COW	8-3181
10			
11			
12			
13			
14			

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

February 28, 2017

Falars-V, Inc.
326 West Mile 11 North
Weslaco, Texas 78599

Re: Pablo Pena Subdivision Review.

Dear Applicant:

As per the plan set received, please find below general comments that need to be addressed for the above mentioned subdivision:

1. Minimum Building Setback lines shall be as follows:

Front: 25 ft.

Rear: 25ft

Side: 5ft

A Variance will need to be requested for existing conditions on Lot 1 and the rear setback for lots 2 and 3. Separate setbacks should be listed for the different lots due to the existing plaza.

2. Add Plat Note- Landscaping is required per city ordinance.

3. Remove Plat Note- Park fees are not assessed on commercial lots

4. Need to add bearing to the metes and bounds

Should you need additional information or have any questions, please call the Planning Department at (956) 447-3401.

Sincerely,



Rebekah de la Fuente,
Senior Planner

CC: Rio Delta Engineering
921 S. 10th Avenue
Edinburg, Texas 78539

WESLACO FIRE MARSHAL'S OFFICE

255 S. Kansas

Weslaco, Texas 78596

(956) 447-3415 Fax (956) 969-4921

DATE: 02/28/17

OCCUPANCY CLASS: Subdivision

FACILITY NAME: Pablo Pena Subdivision

PHYSICAL & MAILING ADDRESS: 1400 N. Westgate

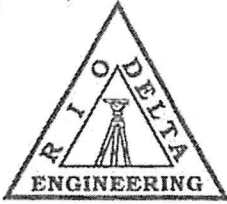
PHONE #: OWNER/MANAGER: Pablo Pena

PLAN REVIEW – CHECK OFF LIST

X		Approved as submitted	X	with notes		
	A	Illuminated exit signs and emergency lighting shall be combination with 90 minute battery pack back-up.				
	B	All restrooms shall have emergency lighting with 90 minute battery pack back-up.				
	C	Shall provide minimum 5 lb. ABC dry chemical extinguisher at 50' intervals for non-sprinklered building, 75' intervals for sprinklered building, annually inspected & tagged by a licensed agency and mounted no higher than 48" from top to ground. NFPA 10, Latest Edition & IFC 2012 Edition, Section 906.				
	D	Shall have fire alarm company submit plans for proposed fire alarm.				
	E	Shall have fire alarm system installed in accordance with the latest editions of NFPA 70 & 72, by a licensed agency and monitored 24/7 by an outside agency. Shall call our office 24 hours in advance for trip test. NFPA 101, Life Safety Code, 2012 Edition				
	F	Shall have fire alarm system tied into the sprinkler system to monitor flow and tamper switches. Shall also be tied into the suppression system for the kitchen hood. NFPA 101, Life Safety Code, 2012 Edition.				
	G	Shall have automatic sprinkler system installed by a licensed agency and in accordance with the latest edition of NFPA 13. Sprinkler company shall submit plans to our office and ISO for review. Shall contact our office 24 hours in advance for underground & aboveground hydrostatic tests. IFC, 2012 Edition, Section 903 & 912 and latest edition of NFPA 13. No ceiling shall be in place until aboveground hydrostatic test has been approved.				
	H	If cooking that releases grease latent vapors, shall provide hood suppression system installed by a licensed agency; hood shall vent to exterior of building. NFPA 96, Latest edition. An approved method shall be provided that will ensure that the appliance(s) is returned to an approved design location, NFPA 96, Section 12.1.2.3.1 Shall call our office 24 hours in advance for trip test. IFC, 2012 Edition, Section 904.				
	I	Shall have 1 – K extinguisher for kitchen annually inspected by a licensed agency. IFC, 2012 Edition, Section 904.11.5				
X	J	Shall have fire hydrant within 400'. Shall have 4 ½" outlet facing the street with 18" to 24" clearance from bottom of outlet to grade level for hydrant wrench. Hydrants shall be marked on the streets with reflective blue marker to show location of hydrants. Hydrants shall have 3' clearance from any fences, poles, brush, etc.				
	K	Fire department connection shall be free-standing, away from the building, minimum 1 ½ times the building height, out of the collapse zone, and within 100' of a fire hydrant. FDC shall be protected from impact with 4" diameter concrete filled bollards, cemented 4' into the ground with 3' above ground. Shall be spaced 3' apart. Shall have a reflective sign indicating "FDC" with 6" high letters, ½" wide. IFC, 2012 Edition, Section 903.3.7 and all of section 912, IFC, 2012 Edition, and latest edition of NFPA 13. The FDC connection shall be the 5 inch storz with a 30 to 40 degree downward deflection angle adapter. Tamper protection for backflow preventer shall be of an approved type and approved by Authority Having Jurisdiction.				
X	L	Access roads shall be 26' minimum with hydrant unobstructed, 20' without hydrant unobstructed. All weather surface road that supports the imposed loads of fire apparatus shall be in place (concrete or asphalt).				
X	M	Fire apparatus access road shall comply with IFC 2012 Edition, Appendix D. (Cul-de-sac, wye, hammerhead)				
	N	Shall have evacuation routes, with primary & secondary exits marked, in place. IFC, 2012 Edition, Section 404.				
	O	Shall maintain a clear path for means of egress in the following areas:				
	P	Shall have all exit doors open in the direction of egress travel. If equipped with a locking device, it shall be of an approved type.				
	Q	Every room or space that is an Assembly occupancy shall have the occupant load posted in a conspicuous place.				
	R	Shall maintain 44" clearance between aisles.				
X	S	Gated community shall submit specs on gate and shall maintain a 20' clearance on each side of island prior to installation of gate. Shall provide combination for access to subdivision. Shall provide Knox Box Gate Entry System.				
	T	Shall post address in front of building plainly visible from the street with 6" x ½" stroke letters or numbers.				
	U	Shall have Knox Box, 3200 Series, with hinged door, installed for fire department access. www.KnoxBox.com				
	V	Shall have Knox FDC 5 inch Storz Caps in place. www.KnoxBox.com				
	W	Shall have an exterior door to Riser Room. Shall label Riser Room with a white reflective sign to read "Riser Room" with 6" x ¾" stroke red letters.				
	X	Shall provide fire lane painted with 6" red striping, with white lettering 4" x ¾" stroke to read "No Parking Fire Lane" spaced every 10 to 12 feet.				
X	Y	Shall submit a complete set of plans for construction to my office for further requirements.				
X	Z	Shall pay appropriate fees for the following:	X	Plan review (\$75.00)	Fire alarm plan review	Fire alarm trip test
		Sprinkler system plan review		Aboveground hydro test	Underground hydro test	Suppression system trip test

Asst. Fire Marshal Mike Swinnea

FIRE MARSHAL/FIRE INSPECTOR



RIO DELTA ENGINEERING

CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

PABLO PENA JR. SUBDIVISION DRAINAGE REPORT

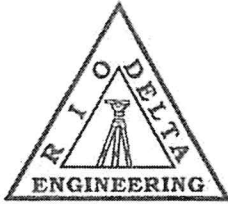
Prepared By:
Ivan Garcia P.E., R.P.L.S.

Date:
March 6, 2017



INDEX SHEET

1. COVER SHEET
2. INDEX SHEET
3. DRAINAGE REPORT
4. FEMA LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)
5. PROJECT LOCATION MAP
6. HYDRAULIC CALCULATIONS
7. "C" VALUES FOR METHOD
8. RAINFALL INTENSITY FOR HIDALGO COUNTY
9. FLOOD PLAIN
10. SOIL SURVEY
11. PRELIMINARY PLAT AND UTILITY & DRAINAGE LAYOUT



RIO DELTA ENGINEERING
CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

**DRAINAGE REPORT
PABLO PENA JR. SUBDIVISION,
WESLACO, TEXAS**

Pablo Pena Jr. Subdivision is a 3 lot commercial subdivision, same being a 2.12 acre tract of land more or less, out of Farm Tract 146, West and Adams Tract Subdivision, recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas. Pablo Pena Jr. Subdivision is currently zoned for commercial use, and is inside City of Weslaco corporate limits. Lot 1 is currently fully developed and used for commercial purposes. Lots 2 and 3 will be used for commercial purposes.

The subdivision is in Zone "X" (unshaded) of the flood insurance rate, areas determined to be outside 500-year flood plain, according to the FEMA's Flood Insurance Rate Map Community Panel No. 480334 0450 C, revised June 6, 2000, and amended February 17, 2017 by LOMA Case No. 17-06-0880A (see attached).

According to the Soil Survey Report prepared for Hidalgo County by the U.S.D.A. Soil Conservation Service, the site consists 100% of Hidalgo-Urban land complex, 0 to 1 percent slopes. This soil is well drained, surface runoff is slow, permeability is moderate, and the water capacity is medium to high. Please see the attached tables for the physical properties of this soil.

Existing runoff sheet flows overland in an easterly direction to two existing TxDOT storm drain inlets, part of the existing Westgate Drive (Mile 6 West Road) drainage improvements, located on the west side of Westgate Drive (Mile 6 West Road), each inlet located right in front of each one of the proposed Lots 2 and 3, from there north to the 47EXTA drain ditch, which conveys into the Weslaco North Lateral, then with final outfall at the Laguna Madre. Using the Rational Method, we have determined that a 10-yr rainfall event will generate approximately 1.10 CFS and 0.82 of storm runoff for Lot 2 and Lot 3, respectively. We have also used the Rational Method to determine that the improved lots will generate an estimated 5.17 CFS and 3.95 CFS of runoff for Lot 2 and Lot 3, respectively, for the same 25-yr rainfall event.

For purposes of this drainage report, existing and proposed runoff and detention for Lot 1 were not considered for this subdivision. Lot 1 is currently fully developed and used for commercial purposes. As per City of Weslaco's current drainage policy, Lot 1 is grandfathered and exempt from any detention requirements as part of this subdivision.

In accordance with the City of Weslaco's drainage requirements, we have calculated that approximately 1,633 CFT or 0.037 AC-FT for a 25-yr rainfall event, will need to be detained onsite for Lot 2. Storm water will be detained in designated detention areas within the proposed lot with an outfall to the existing TxDOT storm drain inlet, part of the existing Westgate Drive (Mile 6 West Road) drainage improvements, located on the west side of Westgate Drive (Mile 6 West Road) right in front of the proposed Lot 2, from there north to the 47EXTA drain ditch, which conveys into the Weslaco North Lateral, then with final outfall at the Laguna Madre.

In accordance with the City of Weslaco's drainage requirements, we have calculated that approximately 1,403 CFT or 0.032 AC-FT for a 25-yr rainfall event, will need to be detained onsite for Lot 3. Storm water will be detained in designated detention areas within the proposed lot with an outfall to the existing TxDOT storm drain inlet, part of the existing Westgate Drive (Mile 6 West Road) drainage improvements, located on the west side of Westgate Drive (Mile 6 West Road) right in front of the proposed Lot 3, from there north to the 47EXTA drain ditch, which conveys into the Weslaco North Lateral, then with final outfall at the Laguna Madre.

Engineered site drainage detention plans will be required by the City of Weslaco at the time of any future building permit requests. Tables, and calculations, are attached.





Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	HIDALGO COUNTY, TEXAS (Unincorporated Areas)	A portion of Tract 146, Block 179, West and Adams Tract Subdivision, as described in the Deed Without Warranty recorded as Document No. 2726304, in the Office of the County Clerk, Hidalgo County, Texas
	COMMUNITY NO.: 480334	
AFFECTED MAP PANEL	NUMBER: 4803340450C	
	DATE: 6/6/2000	
FLOODING SOURCE: LOCAL FLOODING		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 26.174100, -98.007911 SOURCE OF LAT & LONG: LOMA LOGIC DATUM: NAD 83

DETERMINATION

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NGVD 29)	LOWEST ADJACENT GRADE ELEVATION (NGVD 29)	LOWEST LOT ELEVATION (NGVD 29)
--	179	West and Adams Tract	1400 North Westgate Drive	Structure	X (shaded)	--	77.3 feet	--

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

PORTIONS REMAIN IN THE SFHA
ZONE A

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Amendment for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the structure(s) on the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document amends the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMA Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 1 Property.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

ZONE A (This Additional Consideration applies to the preceding 1 Property.)

The National Flood Insurance Program map affecting this property depicts a Special Flood Hazard Area that was determined using the best flood hazard data available to FEMA, but without performing a detailed engineering analysis. The flood elevation used to make this determination is based on approximate methods and has not been formalized through the standard process for establishing base flood elevations published in the Flood Insurance Study. This flood elevation is subject to change.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605.


Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

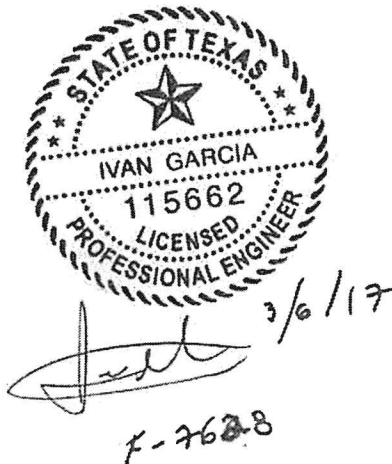
STORM WATER DETENTION CALCULATIONS FOR LOT 2 SUMMARY SHEET

Project Name: **PABLO PENA JR. SUBDIVISION**

City:	WESLACO	
State:	Texas	
County:	HIDALGO	
Total Area:	0.45	Gross Acres
Area already developed:	0.00	Acres
Area unimproved:	0.45	Acres
Existing Run off:	1.10	cfs *10 year storm
Future Run off:	5.17	cfs *25 year storm
Total on site detention required:	1,632.59	cft *25 year storm
	0.037	Ac-ft

1) TxDOT Hydraulic Design Manual
Revised March 2009

2) FHWA, Urban Drainage Design Manual HEC-22
Revised September 2009



I. EXISTING RUN OFF (10 YEAR STORM)

*Rational Method

Project Name: **PABLO PENA JR. SUBDIVISION**

City: **WESLACO**
State: **Texas**

Highest elevation= **77.00** ft
Lowest elevation= **75.50** ft
Watercourse length, L= **160.00** ft
Slope, S_p = **0.94** %

Average flow velocity, V = **0.81** ft/sec

$$V = K_u k S_p^{0.5}$$

K_u =3.28
 k = 0.213

*From Table 3-2 - Intercept Coefficients
*For short grass pasture

Time of concentration, t_c = **3.30** min (calculated)
3.30 min (used)

$$t_c = L/60V$$

Intensity, i = **12.20** in/hr

$$i = \frac{b}{(t_c + d)^e}$$

*From table 3-1- Intensity-Frequency-Duration
*Coefficients for HIDALGO, County, Texas from TXDOT IDF Coefficients
*For a recurrence interval of 10 years

e = **0.778**
 b = **87**
 d = **9.2**

Area already developed; **0.00** SQFT *PRE-DEVELOPED CONDITION
0.00 ACRES

Existing Run off Coefficient: **0** *Average for Asphaltic Streets and Roofs
*From Table 3-3 - Run off Coefficients

Area unimproved: **19,562.00** SQFT
0.45 ACRES

Existing Run off Coefficient: **0.2** *For Unimproved areas
*From Table 3-3 - Run off Coefficients

Weighted Run off Coefficient, C_w = **0.20**

$$C_w = (C_1 A_1 + C_2 A_2) / A_{Total}$$

Peak flow, Q = **1.10** CFS

$$Q = C i A$$

II. FUTURE RUN OFF (25 YEAR STORM)

*Rational Method

Project Name: **PABLO PENA JR. SUBDIVISION**

City: **WESLACO**
State: **Texas**

Highest elevation= **77.00** ft
Lowest elevation= **75.50** ft
Watercourse length, L= **160.00** ft
Slope, S_p = **0.94** %

Average flow velocity, V= **1.38** ft/sec

$$V = K_u k S_p^{0.5}$$

$K_u = 3.28$
 $k = 0.619$

*From Table 3-2 - Intercept Coefficients
*For paved areas.

Time of concentration, t_c = **1.93** min (calculated)
1.93 min (used)

$$t_c = L / 60V$$

Intensity, i = **15.29** in/hr

$$i = \frac{b}{(t_c + d)^e}$$

*From table 3-1- Intensity-Frequency-Duration
*Coefficients for HIDALGO, County, Texas from TXDOT IDF Coefficients
*For a recurrence interval of 25 years

$e = 0.771$
 $b = 98.0$
 $d = 9.2$

Area to be developed: **16,627.7** SQFT *85% of Impervious Areas
0.38 ACRES

Existing Run off Coefficient: **0.85** *Avg for asphaltic streets and roofs
*From Table 3-3 - Run off Coefficients

Area left unimproved: **2,930.74** SQFT *Remaining area
Total area left unimproved: **0.07** ACRES

Existing Run off Coefficient: **0.2** *For Unimproved areas
*From Table 3-3 - Run off Coefficients

Weighted Run off Coefficient, C_w = **0.75**

$$C_w = (C_1 A_1 + C_2 A_2) / A_{Total}$$

Peak flow, Q = **5.17** CFS

$$Q = C i A$$

III. STORAGE CALCULATIONS (25 YEAR STORM)

*Rational Method

Project Name: **PABLO PENA JR. SUBDIVISION**

City: **WESLACO**
State: **Texas**

Highest elevation= **77.00** ft
Lowest elevation= **75.50** ft
Watercourse length, L= **160.00** ft
Slope, S_p = **0.94** %

Average flow velocity, V = **1.38** ft/sec

$$V = K_u k S_p^{0.5}$$

K_u =3.28
 k = 0.619

*From Table 3-2 - Intercept Coefficients
*For paved areas.

Time of concentration, t_c = **1.93** min (calculated)
1.93 min (used)

$$t_c = L/60V$$

Intensity, i = **15.29** in/hr

$$i = \frac{b}{(t_c + d)^e}$$

*From table 3-1- Intensity-Frequency-Duration
*Coefficients for HIDALGO, County, Texas from TXDOT IDF Coefficients
*For a recurrence interval of 25 years

e = **0.771**
 b = **98.00**
 d = **9.20**

Area to be developed: **16,627.7** SQFT *85% of Impervious Areas
0.38 ACRES
Existing Run off Coefficient: **0.85** *Avg for asphaltic streets and roofs
*From Table 3-3 - Run off Coefficients

Area left unimproved: **2,930.74** SQFT *Remaining area
Total area left unimproved: **0.07** ACRES

Existing Run off Coefficient: **0.2** *For Unimproved areas
*From Table 3-3 - Run off Coefficients

Weighted Run off Coefficient, C_w = **0.75**

$$C_w = (C_1 A_1 + C_2 A_2) / A_{Total}$$

Peak flow, Q = **5.17** CFS

$$Q = C i A$$

IV. STORM WATER DETENTION CALCULATIONS

*Rational Method

Duration (min)	Intensity (in/hr)	Q in (cfs)	Vol in (cft)	Q out (cfs)	V out (cft)	Storage (cft)
0	17.71	5.98	0.00	1.10	0.00	0.00
5	12.67	4.28	1,284.53	1.10	328.65	955.88
10	10.04	3.39	2,035.93	1.10	657.30	1,378.63
15	8.40	2.84	2,554.81	1.10	985.95	1,568.85
20	7.27	2.46	2,947.19	1.10	1,314.60	1,632.59
25	6.43	2.17	3,261.33	1.10	1,643.25	1,618.07
30	5.79	1.96	3,522.78	1.10	1,971.91	1,550.88
35	5.28	1.78	3,746.59	1.10	2,300.56	1,446.03
40	4.86	1.64	3,942.24	1.10	2,629.21	1,313.03
45	4.51	1.52	4,116.11	1.10	2,957.86	1,158.25
50	4.21	1.42	4,272.66	1.10	3,286.51	986.15

Total on site detention required=

1,633
0.037

 cft
acres-ft

Duration: Duration in minutes

Intensity: Intensity for respective duration (25-year event)

Q in: Developed conditions peak discharge ($C_{dev} \times i_{25} \times \text{Area}$)

Vol in: Developed conditions run off volume ($Q_{in} \times \text{Duration} \times 60$)

Q out: Pre-developed peak discharge ($C_{pre} \times i_{10} \times \text{Area}$)

V out: (duration $\times$ Qout $\times$ 60)

Storage: Required storage ($V_{in} - V_{out}$)



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-977
From:		
Subject: Discussion and consideration to approve final payment for Artillery Construction, LLC in an amount not to exceed \$33,573 .20 for the 2nd Street Sidewalk Improvement Project and authorize Mayor to execute any related documents. Possible Action (Staffed by Planning and Code Enforcement Department.) Attachment		
Background: A grant from the Hidalgo County Metropolitan Planning Organization was received at the end of 2015 for the construction and reconstruction of the sidewalks located on 2nd Street between Airport Drive and Iowa Avenue. Total project cost estimate was at \$171,548.35 with a 20% City participation. Contract amount for Artillery Construction is \$148,817. Overrun quantities on driveways and ramps totaled \$18,241.50 for a final construction cost of \$167,058.50.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Mardoqueo Hinojosa Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Final Documents		
Responsibilities upon Approval: Staff will execute final documents.		

Application for Payment No. 2 & Final

Project **2nd Street Sidewalk Reconstruction**
Owner City of Weslaco
Contractor Artillery LLC
3714 Buenos Aires
Edinburg, TX 78539

Project Number **2016-17-01**

Engineer **Mardoqueo Hinojosa**

Pay App No. **2 & Final**

Period Ending: **May 17, 2017**

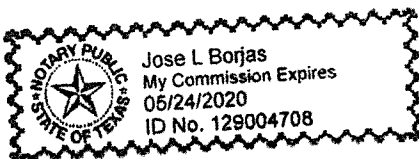
1. Original Contract Amount	\$148,817.00
2. Approved Change Orders	\$18,241.50
3. Current Contract Amount (1 plus 2)	\$167,058.50
4. Total Value of Original Contract Performed to Date	\$167,508.50
Attachment "A" consisting of 1 pages	
5. Less Retainage 10%	\$0.00
6. Total Completed and stored to date less retainage (4 minus 5):	\$167,508.50
7. Less Amount of Previous Payments	\$100,754.70
8. BALANCE DUE THIS STATEMENT (6 minus 7)	\$66,753.80

The undersigned Contractor certifies that all work, including materials on hand, covered by this Periodical Payment have been completed or delivered in accordance with Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.

Contractor: Artillery LLC By: *Je B* Date: 5/17/2017

Subscribed and sworn to before me this 17th day of May, 2017.

Notary Public: *Jose L. Borjas (se)*
My commission Expires: 5/24/2020



SCHEDULE OF VALUES													
Project: 2nd Street Sidewalk Reconstruction				Estimate 2		Contractor: Artillery L.L.C.							
Owner: City of Weslaco				Date: 5/17/2017		3714 Buenos Aires Edinburg, Texas							
Period: 2/10/2017 - 3/10/2017													
Item	Description	Original Contract			Change Order			Completed To Date		Invoiced To Date		Balance Due Now	
		Unit	Quantity	Unit Cost	Total Price	Unit	Quantity	Unit Cost	Total Price	Quantity	Amount	Quantity	Amount
1	Remove Concrete Sidewalk	SY	1531	\$18.00	\$27,558.00	SY	646	\$18.00	\$11,628.00	2177	\$39,186.00	1531	\$27,558.00
2	Remove Fence	LF	90	\$10.00	\$900.00	LF	0	\$10.00	\$0.00	90	\$900.00	0	\$0.00
3	Remove Mailboxes	EA	3	\$300.00	\$900.00	EA	4	\$300.00	\$1,200.00	7	\$2,100.00	3	\$900.00
4	Concrete Driveway	SY	224	\$40.50	\$9,072.00	SY	353	\$40.50	\$14,296.50	577	\$23,368.50	224	\$9,072.00
5	4' Concrete Sidewalk	SY	565	\$40.50	\$22,882.50	SY	-43	\$40.50	-\$1,741.50	522	\$21,141.00	450	\$18,225.00
6	5' Concrete Sidewalk	SY	1259	\$40.50	\$50,989.50	SY	-353	\$40.50	-\$14,296.50	906	\$36,693.00	776	\$31,428.00
7	Type 3 Ramp	EA	1	\$600.00	\$600.00	EA	-1	\$600.00	-\$600.00	0	\$0.00	0	\$0.00
8	Type 2 Ramp	EA	0	\$0.00	\$0.00	EA	5	\$800.00	\$4,000.00	5	\$4,000.00	0	\$0.00
9	Type 5 Ramp	EA	4	\$800.00	\$3,200.00	EA	-2	\$800.00	-\$1,600.00	2	\$1,600.00	0	\$0.00
10	Type 7 Ramp	EA	5	\$600.00	\$3,000.00	EA	22	\$600.00	\$13,200.00	27	\$16,200.00	5	\$3,000.00
11	Type 10 Ramp	EA	18	\$600.00	\$10,800.00	EA	-14	\$600.00	-\$8,400.00	4	\$2,400.00	17	\$10,200.00
12	Type 11 Ramp	EA	1	\$600.00	\$600.00	EA	-1	\$600.00	-\$600.00	0	\$0.00	0	\$0.00
13	Typical Ramp	EA	65	\$150.00	\$9,750.00	EA	3	\$150.00	\$450.00	71	\$10,650.00	56	\$8,400.00
14	Reconstruct Concrete Steps	EA	1	\$2,000.00	\$2,000.00	EA	0	\$2,000.00	\$0.00	1	\$2,000.00	0	\$0.00
15	Chain Link Fence	LF	94	\$15.00	\$1,410.00	LF	24	\$15.00	\$360.00	118	\$1,770.00	0	\$0.00
16	Pavement Marking	LF	137	\$15.00	\$2,055.00	LF	-137	\$15.00	-\$2,055.00	0	\$0.00	0	\$0.00
17	Connect to existing sidewalk	EA	5	\$300.00	\$1,500.00	EA	8	\$300.00	\$2,400.00	13	\$3,900.00	5	\$1,500.00
18	Replace Mail box	EA	2	\$300.00	\$600.00	EA	0	\$300.00	\$0.00	2	\$600.00	0	\$0.00
19	Inlet Protection	EA	5	\$200.00	\$1,000.00	EA	0	\$200.00	\$0.00	5	\$1,000.00	5	\$1,000.00
				TOTALS	\$148,817.00			TOTALS	\$18,241.50		\$167,508.50		\$111,283.00
													\$55,175.50

Submitted By:	Estimate Completed %
Artillery L.L.C.	Contract Amount
	Change Orders
	Current Contract Total
	Total Completed To Date
	Materials Stored On Site
	Less Retainage 10%
	Less Previous Estimate Pay
	Net Due This Invoice Pay

100%	
\$ 148,817.00	
\$ 18,241.50	
\$ 167,058.50	
\$ 167,058.50	
\$ -	
\$ -	
\$ 100,754.70	
\$ 66,753.80	

X Joe L. Borjas JR.	5/17/2017
Date	

X	
Date	

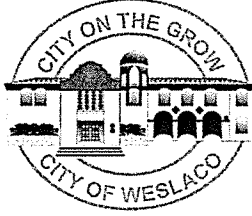
Submitted By:	Artillery L.L.C.	5/17/2017	Date
Approved By:	City of Weslaco		Date
X Joe L. Borjas JR. X			
Estimate Completed % Contract Amount Change Orders Current Contract Total Total Completed To Date Materials Stored On Site Less Retainage 10% Less Previous Estimate Pay Net Due This Invoice Pay			
100% \$ 148,817.00 \$ 18,241.50 \$ 167,058.50 \$ 167,058.50 \$ - \$ - \$ 100,754.70 \$ 66,753.80			

(Invoice) - 33,180.00

Final Payment \$ 33,573.00

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

INTERNAL MEMO

DATE: May 5, 2017

To: Mike R. Perez, City Manager

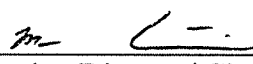
From: Mardoqueo Hinojosa, Planning Director/City Engineer

Subject: Artillery Construction, LLC
2nd Street Sidewalk Reconstruction Project

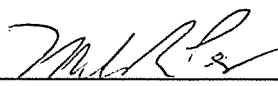
Cc:

I have reviewed Pay Application No. 2 from Artillery Construction, LLC attached hereto for \$33,180.60 for the 2nd Street Sidewalk Reconstruction Project and has performed to my satisfaction the tasks described in the application. Final payment and cost-overruns will be requested at the May 16, 2017 City Commission meeting.

I recommend payment:

Signature:  5-5-17
Planning Director/ City Engineer Date

I recommend payment:

Signature:  5-8-17
City Manager Date



17-01380

SCHEDULE OF VALUES		Estimate	2	for app'g for 2017
Project:	2nd Street Sidewalk Reconstruction	Date:	5/5/2017	
Owner:	City of Weslaco	Period:	2/10/2017 - 3/10/2017	
				3714 Buenos Aires Edinburg, Texas

Item	Description	Original Contract			Change Order			Total Price	Unit	Completed To Date			Involved To Date		Balance Due Now	
		Quantity	Unit Cost	Total Price	Quantity	Unit Cost	Total Price			Quantity	Amount	Quantity	Amount	Quantity	Amount	
1	Remove Concrete Sidewalk	SY	1531	\$18.00	\$27,558.00	SY	646	\$18.00	\$11,628.00	2177	\$39,186.00	1531	\$27,558.00	0	\$0.00	
2	Remove Fence	LF	90	\$10.00	\$900.00	LF	0	\$10.00	\$0.00	90	\$900.00	0	\$0.00	90	\$900.00	
3	Remove Mailboxes	EA	3	\$300.00	\$900.00	EA	4	\$300.00	\$1,200.00	7	\$2,100.00	3	\$900.00	0	\$0.00	
4	Concrete Driveway	SY	224	\$40.50	\$9,072.00	SY	353	\$40.50	\$14,296.50	577	\$23,368.50	224	\$9,072.00	0	\$0.00	
5	4' Concrete Sidewalk	SY	565	\$40.50	\$22,882.50	SY	-43	\$40.50	-\$1,741.50	522	\$21,141.00	450	\$18,225.00	72	\$2,916.00	
6	5' Concrete Sidewalk	SY	1259	\$40.50	\$50,989.50	SY	-353	\$40.50	-\$14,296.50	906	\$36,693.00	776	\$31,428.00	130	\$5,265.00	
7	Type 3 Ramp	EA	1	\$600.00	\$600.00	EA	-1	\$600.00	-\$600.00	0	\$0.00	0	\$0.00	0	\$0.00	
8	Type 2 Ramp	EA	0	\$0.00	\$0.00	EA	5	\$800.00	\$4,000.00	5	\$4,000.00	0	\$0.00	0	\$0.00	
9	Type 5 Ramp	EA	4	\$800.00	\$3,200.00	EA	-2	\$800.00	-\$1,600.00	2	\$1,600.00	0	\$0.00	2	\$1,600.00	
10	Type 7 Ramp	EA	5	\$600.00	\$3,000.00	EA	22	\$600.00	\$13,200.00	27	\$16,200.00	5	\$3,000.00	0	\$0.00	
11	Type 10 Ramp	EA	18	\$600.00	\$10,800.00	EA	-14	\$600.00	-\$8,400.00	4	\$2,400.00	17	\$10,200.00	0	\$0.00	
12	Type 11 Ramp	EA	1	\$600.00	\$600.00	EA	-1	\$600.00	-\$600.00	0	\$0.00	0	\$0.00	0	\$0.00	
13	Typical Ramp	EA	65	\$150.00	\$9,750.00	EA	3	\$150.00	\$450.00	71	\$10,650.00	56	\$8,400.00	0	\$0.00	
14	Reconstruct Concrete Steps	EA	1	\$2,000.00	\$2,000.00	EA	0	\$2,000.00	\$0.00	1	\$2,000.00	0	\$0.00	1	\$2,000.00	
15	Chain Link Fence	LF	94	\$15.00	\$1,410.00	LF	24	\$15.00	\$360.00	118	\$1,770.00	0	\$0.00	94	\$1,410.00	
16	Pavement Marking	LF	137	\$15.00	\$2,055.00	LF	-137	\$15.00	-\$2,055.00	0	\$0.00	0	\$0.00	0	\$0.00	
17	Connect to existing sidewalk	EA	5	\$300.00	\$1,500.00	EA	8	\$300.00	\$2,400.00	13	\$3,900.00	5	\$1,500.00	0	\$0.00	
18	Replace Mail box	EA	2	\$300.00	\$600.00	EA	0	\$300.00	\$0.00	2	\$600.00	0	\$0.00	2	\$600.00	
19	Inlet Protection	EA	5	\$200.00	\$1,000.00	EA	0	\$200.00	\$0.00	5	\$1,000.00	5	\$1,000.00	0	\$0.00	
				TOTALS	\$148,817.00			TOTALS	\$18,241.50		\$167,508.50		\$111,283.00		\$14,691.00	

[illegible]

Document 00643

CONTRACTOR'S AFFIDAVIT
AS TO STATUS OF LIENS

THE STATE OF TEXAS

§
§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF Hidalgo

Personally appeared before me, the undersigned Notary Public for said County and State,
Jose Borjas Jr (Name of Individual), Owner (Title), of Artillery LLC (Prime Contractor),
who being duly sworn by me states on oath that to the best of his knowledge and belief, except as
listed below, the Releases and Waivers of Claim attached hereto include all Subcontractors and all
suppliers of labor, products, and equipment provided by all persons who may have lien against the
property of City of Weslaco (Owner), Project No. # 2016-1701 Project Title 2nd Street Sidewalk
located at 2nd Street + Airport (Location of Project),
arising out of the construction of improvements thereon.

Exceptions: (If none, write "NONE." Any exception listed shall be bonded by the Contractor to indemnify the Owner, and a copy of each such bond shall be attached hereto.)

1. None
- 2.
- 3.
- 4.

Artillery LLC.
[NAME OF COMPANY]

SWORN AND SUBSCRIBED before me on 3/13/17
[Date]

Jose R. Borjas (SR)
Notary Public in and for the State of TEXAS

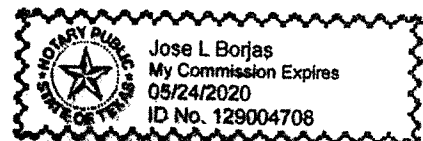
JOE L. Borjas (SR)
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 5/24/2020
[Expiration Date]

END OF DOCUMENT

00643- 1 of 2



Document 00641

AFFIDAVIT AND WAIVER OF LIEN
PRIME CONTRACTOR

THE STATE OF TEXAS

§
§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF Hidalgo

Personally appeared before me, the undersigned Notary Public for said County and State

Jose Borjas JR (Name of Individual),
Owner (Title) of Artillery LLC

(Prime Contractor), who being duly sworn by me states on oath that all product suppliers and Subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities incurred in the performance of Federal

(Type of Contract) Contract for the construction of improvements at Project No. # 2716-17-01
Project Title 2nd Street Sidewalk (Name of Project), have been paid in full and

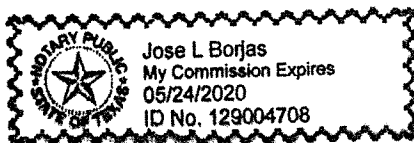
that the above named Prime Contractor waives any claims and released City of Weslaco
(Owner) from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for such improvements.

The above named Prime Contractor agrees to indemnify the Owner and save him harmless on account of any loss he may sustain in reliance upon this Affidavit and Waiver of Lien including the amount of any lien he may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

[Signature]
[Prime Contractor's Signature]

SWORN AND SUBSCRIBED before me on

3/13/17
[Date]



[Notary Seal]

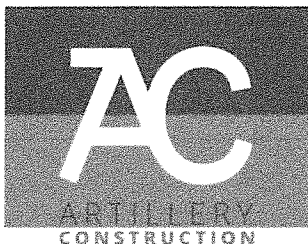
[Signature]
Notary Public in and for the State of TEXAS

JOE L. BORJAS (SR)
[Print or type Notary Public name]

My Commission Expires: _____
[Expiration Date]

END OF DOCUMENT





Artillery LLC.

3714 Buenos Aires ▪ Edinburg, Texas 78539
Phone- (956) 929-4853 ▪ Fax- (956) 316-0773

Letter of Warranty

Contractor:	<u>Artillery LLC.</u>	Phone:	<u>(956) 929-4853</u>
	<u>3714 Buenos Aires</u>	Fax:	<u>(956) 685-5437</u>
	<u>Edinburg, Texas 78539</u>	Email:	<u>Artilleryconstruction@hotmail.com</u>
Owner:	<u>City of Weslaco Engineering</u>	Project:	<u># 2016-17-01</u>
	<u>255 S Kansas Ave.</u>		<u>2nd Street Sidewalk</u>
	<u>Weslaco, Texas 78596</u>		<u>Reconstruction Project</u>

The above named contractor as general contractor for the work on the above project, does hereby warrant that for a period of one year from the date of substantial completion March 13, 2017, the above work that it will remain free from all defects in workmanship and material, and that it will comply with all the specific requirements of the specifications and other contract documents governing the work.

It is understood and agreed that in the event of defects and the necessity of making repairs, the owner will immediately notify the above contractor in writing of its conditions and shall give the contractor reasonable time in which to make said repairs. If any person, firm or corporation other than the above listed contractor has, since the completion of the above work, performed or attempted to perform any repairs to the property then this warranty could become null and void. This warranty does not cover any repairs made by anyone other than the above contractor or one of its authorized representatives.



Artillery LLC.

3714 Buenos Aires ▪ Edinburg, Texas 78539
Phone- (956) 929-4853 ▪ Fax- (956) 316-0773

The contractor shall not be under any responsibility or liability whatsoever to make repairs occasioned by injury to said property caused wholly or in part of windstorm, tornado, lightning, hail, or other casualty, or by reasons of negligence by any party not directly associated with the contractor. Additional specific conditions of this warranty (if any) are listed on additional sheets.

Signature: Jose L. Borjas Jr.
Printed Name: Jose L. Borjas Jr.
Company: Artillery LLC.
Date: 03/13/2017



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-994
From: Mardoqueo Hinojosa		
Subject: Discussion and consideration to approve interlocal agreements with the University of Texas - Rio Grande Valley for two summer internships and a graduate engineer in the Planning and Code Enforcement Department and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)		
Background: Planning and Code Enforcement budget has a Graduate Engineer position and a summer intern position. UT-RGV and City staff have met to have students from the university work in the City of Weslaco. Graduate Engineer will be a student that is working on his Master's Degree in the engineering field and UT-RGV will fund \$20,000 per year for two years for this position. A summer part-time position is also budgeted. With this agreement, an additional summer intern will be added to staff for the three months. UT-RGV will fund \$7,000 to have two summer intern positions.		
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):		
Elizabeth Walker Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Graduate Intern, Summer Interns		
Responsibilities upon Approval:		

Staff will finalize documents and interview candidates for positions.

MEMORANDUM OF AGREEMENT
by and between the
CITY OF WESLACO
and the
THE UNIVERSITY OF TEXAS-RIO GRANDE VALLEY
Agreement #17-CE-2017-01

This Memorandum of Agreement (hereafter termed “Agreement”) is made and is entered into by and between the **CITY OF WESLACO** (hereafter referred to as “**CITY**”), and **THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY** (hereafter referred to as “**UTRGV**”), a member of The University of Texas System, an entity of the State of Texas.

SECTION 1
PURPOSE

- 1.01** **CITY** and **UTRGV** are members of the Lower Rio Grande Valley Texas Pollutant Discharge Elimination System Stormwater Task Force (LRGV TPDES Task Force or Task Force). The Task Force has founded the LRGV TPDES Task Force Internship Program (TFIP). The TFIP goal is to provide internship opportunities with the members of the Task Force for **UTRGV** engineering graduate students. The TFIP provides that each Task Force member will enter into an agreement with **UTRGV** to employ a **UTRGV student** for a period of two (2) years.
- 1.02** At the end of the internship period, the **CITY** may hire the intern but nothing in this agreement is intended to obligate **CITY** to offer employment to the intern upon completion of the internship period.
- 1.03** **CITY** desires to participate in the TFIP because the region is currently growing rapidly, and presented with numerous engineering challenges, thus, the need for opportunities for students to enhance education with internship opportunities is vital to our region.
- 1.04** **UTRGV** desires to participate in the TFIP because such participation will provide **UTRGV** with an avenue for students to gain:
- A. educational, training, and community service in furtherance of the **UTRGV** College of Engineering and Computer Science’s published vision and mission to forge a path to a better life and to engage with communities of the Rio Grande Valley so that they prosper economically through thoughtful innovations and impactful programs;
 - B. supervisory, organizational, and governmental skills through the participation in **CITY** initiatives, participatory research opportunities, and budget management; and,

- C. experience about the interfacing, communication, and interaction between federal agencies, state agencies and local governments; thus, actively participating in master planning, regional development, engineering innovations, environmental mitigation, and grant development.

SECTION 2 TERM

- 2.01** *Fixed Term:* This Agreement commences on June 1, 2017, or the date when the agreement has been executed by both parties, whichever is later, and will terminate May 31, 2019, unless extended according to section 2.02 of this Agreement.
- 2.02** *Extension:* Upon written, mutual consent of **CITY** and **UTRGV**, this Agreement may be extended for an additional two (2) year period, after the date of expiration of the Fixed Term. If extended, City will hire a new qualifying UTRGV student to intern.
- 2.03** *Cancellation:* This Agreement may be cancelled prior to the expiration of the Fixed Term or 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 Agreement. If the Agreement is terminated prior to the expiration, **CITY** will refund **UTRGV** on a prorated basis.

SECTION 3 CONSIDERATION

- 3.01** **UTRGV** agrees to pay to **CITY** **\$20,000.00** for each year of the internship. Initial payment must be made within thirty (30) days after execution of this Agreement by tendering a check or wire transfer, payable to **CITY** and delivered to the address indicated in Section 5.01 of this Agreement. Subsequent payment of \$20,000 shall occur on or before July 1, 2018. Failure of **UTRGV** to make such payment within the subscribed time, and without a written extension from **CITY**, may result in the termination of this Agreement.

SECTION 4 RESPONSIBILITIES OF THE PARTIES

- 4.01** The following responsibilities will be held or performed by **CITY** or **UTRGV** as specified here:
- A. **CITY** will hire an eligible UTRGV graduate student in accordance with the process in 4.03 below for a **CITY** staff position that will be designated as an intern Engineer I (hereafter referred to as "Intern"). **CITY** will provide office space, electronic support, and all appurtenances required for the Intern to successfully perform his/her responsibilities. The Intern shall be stationed at the City Hall, 255 S. Kansas Ave., Weslaco, TX 78596.
- B. **CITY** will provide the Intern with a job description; the Intern's responsibilities

will include representing the interests of **CITY** at meetings, workshops and similar activities associated with local engineering initiatives and projects.

- C. With academic guidance and mentorship from **UTRGV's** Department of Civil Engineering faculty and staff, Intern will support the **CITY's** low impact development (LID) and green engineering initiatives, master planning, local stormwater management and land development programs.
- D. The academic guidance and mentorship that **UTRGV** will provide to the Intern will include evaluating innovative ideas, assisting with seeking grant funding, assisting with the review and development of education and outreach activities, and providing academic resources to disseminate ecological, engineering and environmental information.
- E. The Intern funded in part by monies provided **CITY** under this Agreement will report to and be supervised by the **CITY's** Designated Representative.
- F. As a **UTRGV** student, the Intern will receive academic instruction from the Department of Civil Engineering Chairperson and/or the Director of Water Studies, as needed and specified by **UTRGV**.
- G. Monies paid to **CITY** under this Agreement will be earmarked in a **CITY** account for use only by **CITY** for this Agreement to pay costs limited to the Intern's salary and fringes.
- H. **CITY** will provide the Intern with an annual salary of at least \$30,000.00. Travel expenses associated with **CITY** related-travel shall be provided by the **CITY**.

4.02 The following is the internship selection process:

- A. **UTRGV** will provide notice to **UTRGV** students of the Internship opportunity. **UTRGV** will develop the requirements for the application and minimum academic requirements which shall include, but not be limited to:
- B. **UTRGV** will provide notice to **UTRGV** students of the Internship opportunity. **UTRGV** will develop the requirements for the application and minimum academic requirements which shall include, but not be limited to:
 - i. Essays
 - ii. Application form
 - iii. References
 - iv. Minimum BS GPA 2.5, Minimum MS GPA 2.5.
 - v. Enrolled in a Masters of Science degree from the College of Engineering & Computer Science.

- C. **UTRGV** will receive internship applications from students. A **UTRGV** committee shall select at a minimum, three (3) applicants that meet the qualifications. The committee shall consist of the **UTRGV** Director of Water Studies, Chairperson of the **UTRGV** Civil Engineering Department and the Chairperson of the Lower Rio Grande Valley TPDES Stormwater Task Force.
- D. The three (3) applicants will be submitted to the **CITY** for review. **CITY** shall hire (1) applicant for the Internship position who must meet all **CITY** Human Resources requirements including clearance of background check and drug screening. As an employee of the **CITY**, Intern will be required to comply with policies specified by the **CITY** (i.e. City of Weslaco Personnel Policies and Procedures Manual, Safety and Accident Prevention Manual, etc.).

SECTION 5 MISCELLANEOUS

- 5.01** *Addresses:* Funding or notices required under this Agreement 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 **UTRGV** 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
Attn: Mardoqueo Hinojosa, P.E.
255 S. Kansas Ave.
Weslaco, Texas 78596
(956) 447-3403 Office
(956) 973.3128 Fax
mhinojosa@weslacotx.gov

UTRGV: The University of Texas Rio Grande Valley
College of Engineering & Computer Science
Civil Engineering Department
Javier Guerrero, E.I.T, MS
Director of Water Studies
1201 W. University Dr.
Edinburg, TX 78539
(956) 665-3510 – office
(956) 929-7189 – cell
Javier.guerrero@utrgv.edu

- 5.02** Force Majeure: Any and all duties, obligations, and covenants of this Agreement 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 Agreement. If a party is prevented from fulfilling a duty, obligation, and/or covenant

of this Agreement, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 Agreement, within fourteen (14) calendar business days of the Force Majeure event.

- 5.03** Parties Relationship: Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **UTRGV**. For purposes of this Agreement pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), UTRGV hereby designates CITY as a school official with a legitimate educational interest in the educational records of the students who participate in the Internship to the extent that access to the records are required by the CITY to carry out the program. CITY agrees to maintain the confidentiality of the records in accordance with the provisions of FERPA.
- 5.04** Applicable Law: This Agreement 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 Agreement and held by **CITY** and **UTRGV** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **UTRGV** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Agreement.
- 5.06** Non-waiver: A waiver by either **CITY** or **UTRGV**, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement.
- 5.07** Counterparts: This Agreement can be executed in multiple counterparts, each of which is declared an original.
- 5.08** Severability: If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future law, **CITY** and **UTRGV** intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.
- 5.09** Entire Agreement: This Agreement contains the final and entire agreement between **CITY** and **UTRGV**, 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 Agreement 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 Agreement.
- 5.11** Nondiscrimination: **CITY** and **UTRGV**, 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 Agreement.

- 5.12** Dispute Resolution: Any dispute between **CITY** and **UTRGV** regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas. Any notice of dispute tendered by **CITY** should be to Alex Valdez, Chief Procurement Officer, **UTRGV**.

EXECUTED the _____ day of _____, 2017, by **CITY**, by its duly authorized agent, as evidenced by the attached Resolution of the CITY COMMISSIONER'S COURT.

"CITY"
CITY OF WESLACO

By: _____
David Suarez
Mayor

Attest: _____
Elizabeth M. Walker
CITY SECRETARY

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §
§

BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity state in such instrument.

GIVE UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2017.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED the _____ day of _____, 2017, by **UTRGV**, by its duly authorized officer.

**“UTRGV”
THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY**

By: _____
Havidán Rodríguez, PhD
Provost and Executive Vice President for Academic Affairs

RECOMMEND APPROVAL:

Andrew N.S. Ernest, Ph.D., P.E., BCEE, D.WRE
Professor & Chair
Civil Engineering Department

ACKNOWLEDGMENT

STATE OF TEXAS

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CITY OF HIDALGO

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BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared _____, Provost and Executive Vice President for Academic Affairs, **UTRGV**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity state in such instrument.

GIVE UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2017.

Notary Public, State of Texas
My Commission Expires: _____

MEMORANDUM OF AGREEMENT
by and between the
CITY OF WESLACO
and the
THE UNIVERSITY OF TEXAS-RIO GRANDE VALLEY
For a Summer Internship Program
Agreement #17-CE-2017-01

This Memorandum of Agreement (hereafter termed “Agreement”) is made and is entered into by and between the **CITY OF WESLACO** (hereafter referred to as “**CITY**”), and **THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY** (hereafter referred to as “**UTRGV**”), a member of The University of Texas System, an entity of the State of Texas.

SECTION 1
PURPOSE

- 1.01** **CITY** and **UTRGV** are members of the Lower Rio Grande Valley Texas Pollutant Discharge Elimination System Stormwater Task Force (LRGV TPDES Task Force or Task Force). The Task Force has founded the LRGV TPDES Task Force Internship Program (TFIP). The TFIP goal is to provide internship opportunities with the members of the Task Force for **UTRGV** engineering graduate students. The TFIP provides that each Task Force member will enter into an agreement with **UTRGV** to employ two (2) **UTRGV** students for a period of three (3) months.
- 1.02** At the end of the internship period, the **CITY** may hire the intern but nothing in this agreement is intended to obligate **CITY** to offer employment to the intern upon completion of the internship period.
- 1.03** **CITY** desires to participate in the TFIP because the region is currently growing rapidly, and presented with numerous engineering challenges, thus, the need for opportunities for students to enhance education with internship opportunities is vital to our region.
- 1.04** **UTRGV** desires to participate in the TFIP because such participation will provide **UTRGV** with an avenue for students to gain:
- A. educational, training, and community service in furtherance of the **UTRGV** College of Engineering and Computer Science’s published vision and mission to forge a path to a better life and to engage with communities of the Rio Grande Valley so that they prosper economically through thoughtful innovations and impactful programs;
 - B. supervisory, organizational, and governmental skills through the participation in **CITY** initiatives, participatory research opportunities, and budget management; and,

- C. experience about the interfacing, communication, and interaction between federal agencies, state agencies and local governments; thus, actively participating in master planning, regional development, engineering innovations, environmental mitigation, and grant development.

SECTION 2 TERM

- 2.01** *Fixed Term:* This Agreement commences on May 29, 2017, or the date when the agreement has been executed by both parties, whichever is later, and will terminate August 29, 2017, unless extended according to section 2.02 of this Agreement.
- 2.02** *Cancellation:* This Agreement may be cancelled prior to the expiration of the Fixed Term upon fifteen (15) calendar days written notice to the other party, sent to the address indicated in Section 5.01 of this Agreement. If the Agreement is terminated prior to the expiration, **CITY** will refund **UTRGV** on a prorated basis.

SECTION 3 CONSIDERATION

- 3.01** **UTRGV** agrees to pay to **CITY** **\$7,000.00** for the internship **period of three months.** Initial payment must be made within thirty (30) days after execution of this Agreement by tendering a check or wire transfer, payable to **CITY** and delivered to the address indicated in Section 5.01 of this Agreement. Failure of **UTRGV** to make such payment within the subscribed time, and without a written extension from **CITY**, may result in the termination of this Agreement.

SECTION 4 RESPONSIBILITIES OF THE PARTIES

- 4.01** The following responsibilities will be held or performed by **CITY** or **UTRGV** as specified here:
- A. **CITY** will hire an eligible **UTRGV** engineering student in accordance with the process in 4.03 below for a position that will be designated as an intern engineer (hereafter referred to as "Intern"). **CITY** will provide office space, electronic support, and all appurtenances required for the Intern to successfully perform his/her responsibilities. The Intern shall be stationed at the City Hall, 255 S. Kansas Ave., Weslaco, TX 78596.
- B. **CITY** will provide the Intern with a job description; the Intern's responsibilities will include representing the interests of **CITY** at meetings, workshops and similar activities associated with local engineering initiatives and projects.

- C. With academic guidance and mentorship from **UTRGV's** Department of Civil Engineering faculty and staff, Intern will support the **CITY's** low impact development (LID) and green engineering initiatives, master planning, local stormwater management and land development programs.
- D. The academic guidance and mentorship that **UTRGV** will provide to the Intern will include evaluating innovative ideas, assisting with seeking grant funding, assisting with the review and development of education and outreach activities, and providing academic resources to disseminate ecological, engineering and environmental information.
- E. The Intern funded in part by monies provided **CITY** under this Agreement will report to and be supervised by the **CITY's** Designated Representative.
- F. As a **UTRGV** student, the Intern will receive academic instruction from the Department of Civil Engineering Chairperson and/or the Director of Water Studies, as needed and specified by **UTRGV**.
- G. Monies paid to **CITY** under this Agreement will be earmarked in a **CITY** account for use only by **CITY** for this Agreement to pay costs limited to the Intern's salary and fringes.
- H. **CITY** will provide the Intern with a monthly salary of at least \$2,000. Travel expenses associated with **CITY** related-travel shall be provided by the **CITY**. **4.02** The following is the internship selection process:
 - 1. **UTRGV** will provide notice to **UTRGV** students of the Internship opportunity. **UTRGV** will develop the requirements for the application and minimum academic requirements which shall include, but not be limited to:
 - Essays
 - Application form
 - References
 - Minimum BS GPA 2.5, Minimum MS GPA 2.5.
 - Enrolled in a Masters of Science degree from the College of Engineering & Computer Science (preferred).
 - 2. **UTRGV** will receive internship applications from students. A **UTRGV** committee shall select at a minimum, five (5) applicants that meet the qualifications. The committee shall consist of the **UTRGV** Director of Water Studies, Chairperson of the **UTRGV** Civil Engineering Department and the Chairperson of the Lower Rio Grande Valley TPDES Stormwater Task Force.

3. The five (5) applicants will be submitted to the **CITY** for review. **CITY** shall hire (2) applicant for the Internship position who must meet all **CITY** Human Resources requirements including clearance of background check and drug screening. As an employee of the **CITY**, Intern will be required to comply with policies specified by the **CITY** (i.e. City of Weslaco Personnel Policies and Procedures Manual, Safety and Accident Prevention Manual, etc.).

SECTION 5 MISCELLANEOUS

- 5.01** *Addresses:* Funding or notices required under this Agreement 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 **UTRGV** 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
Attn: Mardoqueo Hinojosa, P.E.
255 S. Kansas Ave.
Weslaco, Texas 78596
(956) 447-3403 Office
(956) 973.3128 Fax
mhinojosa@weslacotx.gov

UTRGV: The University of Texas Rio Grande Valley
College of Engineering & Computer Science
Civil Engineering Department
Javier Guerrero, E.I.T, MS
Director of Water Studies
1201 W. University Dr.
Edinburg, TX 78539
(956) 665-3510 – office
(956) 929-7189 – cell
Javier.guerrero@utrgv.edu

- 5.02** Force Majeure: Any and all duties, obligations, and covenants of this Agreement 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 Agreement. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this Agreement, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 Agreement, within fourteen (14) calendar business days of the Force Majeure event.
- 5.03** Parties Relationship: Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than,

between **CITY** and **UTRGV**. For purposes of this Agreement pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), UTRGV hereby designates CITY as a school official with a legitimate educational interest in the educational records of the students who participate in the Internship to the extent that access to the records are required by the CITY to carry out the program. CITY agrees to maintain the confidentiality of the records in accordance with the provisions of FERPA.

- 5.04** Applicable Law: This Agreement 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 Agreement and held by **CITY** and **UTRGV** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **UTRGV** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Agreement.
- 5.06** Non-waiver: A waiver by either **CITY** or **UTRGV**, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement.
- 5.07** Counterparts: This Agreement can be executed in multiple counterparts, each of which is declared an original.
- 5.08** Severability: If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future law, **CITY** and **UTRGV** intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.
- 5.09** Entire Agreement: This Agreement contains the final and entire agreement between **CITY** and **UTRGV**, 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 Agreement 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 Agreement.
- 5.11** Nondiscrimination: **CITY** and **UTRGV**, 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 Agreement.
- 5.12** Dispute Resolution: Any dispute between **CITY** and **UTRGV** regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated

by the Office of the Attorney General, the State of Texas. Any notice of dispute tendered by **CITY** should be to Alex Valdez, Chief Procurement Officer, **UTRGV**.

EXECUTED the _____ day of _____, 2017, by **CITY**, by its duly authorized agent, as evidenced by the attached Resolution of the CITY COMMISSIONER'S COURT.

"CITY"
CITY OF WESLACO

By: _____
David Suarez
Mayor

Attest: _____
Elizabeth M. Walker
CITY SECRETARY

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF HIDALGO

BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity state in such instrument.

GIVE UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2017.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED the _____ day of _____, 2017, by **UTRGV**, by its duly authorized officer.

"UTRGV"
THE UNIVERSITY OF TEXAS RIO GRAND VALLEY

By: _____
Havidán Rodríguez, PhD
Provost and Executive Vice President for Academic Affairs

RECOMMEND APPROVAL:

Andrew N.S. Ernest, Ph.D., P.E., BCEE, D.WRE
Professor & Chair
Civil Engineering Department

ACKNOWLEDGMENT

STATE OF TEXAS

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CITY OF HIDALGO

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BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared _____, Provost and Executive Vice President for Academic Affairs, **UTRGV**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity state in such instrument.

GIVE UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2017.

Notary Public, State of Texas

My Commission Expires: _____



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-962
From: Mardoqueo Hinojosa		
Subject: Discussion and consideration to approve an amended Interlocal Cooperation Agreement between the County of Hidalgo and City for Phase I and II road improvements for Mile 6 West Road (Westgate Drive) between Mile 9 North Road and Mile 11 North Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by the City Manager's Office.)		
Background: An interlocal agreement was executed for this project in August 6, 2013 for an equally split City-County participation. Agreement is amended to reflect dates when funds will be released to Hidalgo County.		
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: August 6, 2013 - interlocal agreement was executed. April 4, 2017 - resolution was passed to adopt the changes in this agreement.		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: R2017-38 Amend Westgate, Agreement		
Responsibilities upon Approval: Staff will submit documentation to Hidalgo County.		

RESOLUTION NO. 2017-38

A RESOLUTION AMENDING INTERLOCAL AGREEMENT BETWEEN CITY OF WESLACO AND HIDALGO COUNTY SETTING DATES AND PLACE FOR PAYMENT OF SERVICES FOR PROPOSED ROADWAY IMPROVMENTS MILE 6 WEST (WESTGATE DRIVE) WESLACO, HIDLAGO COUNTY, TEXAS, AND AUTHORIZING THE MAYOR EXECUTE ANY RELATED DOCUMENTS.

WHEREAS, the City of Weslaco and County of Hidalgo, Texas entered an Interlocal Agreement dated August 6, 2013 (attached) for roadway improvements for the project identified as Mile 6 (Westgate Drive) and;

WHEREAS, the City and County under mutual covenants under the Interlocal Agreement agreed payment for expenses incurred on City's behalf for the project would be invoiced and payment within 30 days would be made to County;

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

Section 1. The City in fulfillment of meeting financial obligations hereby will:

- a) Before September 30, 2017 at Hidalgo County Precinct 1 request, City of Weslaco will issue a check for \$755,008.37;
- b) Before November 1, 2018 at Hidalgo County Precinct 1 request, City of Weslaco will issue a check for \$347,000;
- c) Before November 1, 2019 at Hidalgo County Precinct 1 request, City of Weslaco will issue a check for \$416,000;
- d) Before November 1, 2020 at Hidalgo County Precinct 1 request, City of Weslaco will issue a check for \$416,000.

Section 2. The schedule of payments will complete the City of Weslaco financial obligation of the said project and said resolution will become a record of agreement supplementing the Interlocal Agreement dated August 6, 2013 between City and County.

PASSED AND APPROVED on this 4th day of April 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WESLACO, TEXAS, AND HIDALGO COUNTY, TEXAS CONCERNING CERTAIN PHASE I AND PHASE II IMPROVEMENTS TO MILE 6 WEST ROAD FROM MILE 9 NORTH TO MILE 11 NORTH.

THIS agreement is made on this _____ day of _____, 2017 by and between the City of Weslaco, Texas, hereinafter referred to as "CITY", and the County of Hidalgo, Texas, hereinafter referred to as "COUNTY" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, both the CITY and COUNTY executed an Interlocal Cooperation Agreement on the 6th day of August, 2013 (the August 6, 2013 Agreement) for the Phase I project development activities to the Road as hereinafter defined to have been completed;

WHEREAS, the Phase I project development activities to the Road consists of the Environmental Assessment, Public Involvement and Schematic Services;

WHEREAS, the terms and conditions of this Agreement to the extent it conflicts with the August 6, 2013 Agreement shall be controlled by this Interlocal Cooperation Agreement;

WHEREAS, CITY is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, COUNTY is a county in the State of Texas;

WHEREAS, CITY and COUNTY, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, Mile 6 West (Westgate Drive) is an important and critical integral infrastructure connecting link corridor within the City of Weslaco and Hidalgo County;

WHEREAS, Texas Department of Transportation ("TxDOT"), Hidalgo County Metropolitan Planning Organization (HCMPO), CITY and COUNTY have identified the need to widen and reconstruct Mile 6 West (Westgate Drive) from Mile 9 North to Mile 11 North from an existing two-lane rural roadway to a four-lane urban roadway (the "Road");

WHEREAS, TxDOT, HCMPO, CITY and COUNTY have allocated Federal, State and local funds to fully fund engineering, environmental, survey, the acquisition of right of way, adjustment of utilities and construction of the Road;

WHEREAS, COUNTY will be the fiduciary agent for this project and assume the role of project development lead;

WHEREAS, COUNTY and CITY desires to complete the remaining project development activities in Phase II and III for this project as follows:

- Phase II – shall include Field Surveys, Right-of-Way Map, Plans, Specification & Estimates, Roadway Right-of-Way Acquisition / Compensable Utility Services; and
- Phase III – shall include Outfall Right-of-Way Acquisition / Compensable Utility Services and Construction Management Services including but not limited to Construction Inspection / Construction Material Testing;

WHEREAS, COUNTY desires to complete Phase II of the project development in this Agreement:

WHEREAS, the segment of the Road from Mile 9 to Mile 10 is within the current corporate limits of the CITY, while the segment North from Mile 10 to Mile 11 is within the Extraterritorial Jurisdiction (ETJ) of the CITY and within COUNTY jurisdiction as outlined in Exhibit A;

WHEREAS, the Road serves as a connecting link and as an integral part of the county road system and such road improvements are in the best interest of the COUNTY and CITY;

WHEREAS, the CITY and COUNTY desire to equally share the total estimated project development costs;

WHEREAS, the estimated total Phase I & II projects development costs will be \$ 4,087,482.80 as identified in Exhibit B;

WHEREAS, the CITY's estimated share is \$2,043,741.40 for Phase I & II of which the CITY has already contributed \$187,991.63 leaving a balance of \$1,855,749.77;

WHEREAS, the CITY desires to cooperate by contributing \$755,008.37 upon execution of this agreement, \$ 347,000 in October 2017, \$416,000 in October 2018 and \$337,741.40 in October 2019. Any over runs and/or under runs will be shared equally between the CITY and COUNTY for this Phase I & II development costs;

WHEREAS, the COUNTY's estimated share is \$2,043,741.40 for Phase I & II project development costs;

WHEREAS, CITY and COUNTY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, CITY and COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. COUNTY and CITY desire to complete Phase II of this project development in this Agreement consisting of and including:
 - Field Surveys, Right-of-Way Map, Plans, Specification & Estimates, Roadway Right-of-Way Acquisition/ Compensable Utility Services.
2. The Road serves as a connecting link and is an integral part of the county road system and such road improvements are in the best interest of the COUNTY and CITY.
3. The CITY and COUNTY desire to equally share the total estimated project development cost.
4. The estimated total Phase I & II projects development cost is \$ 4,087,482.80 as identified in Exhibit B.
5. The CITY's estimated share of Phase I & II project development cost is \$2,043,741.40 of which the CITY has already contributed \$187,991.63 leaving a balance of \$1,855,749.77.
6. The CITY shall pay the COUNTY the sum of \$755,008.37 upon execution of this Agreement, \$347,000 in October 2017, \$416,000 in October 2018 and \$337,741.40 in October 2019. Any over runs and/or under runs will be shared equally between the CITY and COUNTY for this Phase I & II development costs;
7. The COUNTY's estimated share is \$2,043,741.40 for Phase I & II project development costs.
8. To the extent the terms and conditions of the Agreement conflict with the terms and conditions of the August 6, 2013 Agreement, the terms of this Agreement shall control.
9. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
10. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

- 11.No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.
- 12.Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Mission, McAllen and County, and not otherwise.
- 13.TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
- 14.Notice: Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:
- If to Weslaco: City of Weslaco
Attention: David Suarez, Mayor
225 S. Kansas Ave.
Weslaco, Texas 78596
- If to County: Hidalgo County, Texas
Attn: Honorable Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758
- Copies to: David Fuentes, Commissioner, Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596
- 15.Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.
- 16.Additional Documents: The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.

17. Successors: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
18. Assignment: This Agreement shall not be assignable.
19. Headings: The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
20. Gender and Number: All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
21. Authority to Execute: The execution and performance of this Agreement by the Mission, McAllen and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Cities and County in accordance with its terms.
22. Governmental Purpose: Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
23. Commitment or Current Revenues Only: In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
24. Following completion of construction of the Road each party hereto shall maintain the road within their respective jurisdictions where applicable.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF WESLACO

By: _____
David Suarez, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

County Clerk

APPROVED AS TO FORM:

By: _____
Juan Gonzales
Weslaco City Attorney

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to desire to widen and reconstruct Mile 6 West between Mile 9 and Mile 11 through a Phase II Interlocal Cooperation Agreement to be entered into with the City of Weslaco, Texas, and Hidalgo County.

By vote on _____ 2017, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-952
From:		
Subject: Discussion and consideration to select a respondent to Request For Qualifications No. 2016-17-14 Architectural Engineering Design Services for a new Fire Station and Combined Police/Central Fire Station. Possible action. (Staffed by Finance Department.)		
Background: Solicitation of Request for Qualifications for the Architectural Engineering Design Services for new Fire Station and Combined Police/Central Fire Station was tabled on 1/3/2017 and approved on 1/17/2017.		
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: Solicitation of RFQ No. 2016-17-14 was published in the Monitor Newspaper on 1/23/2017 and 1/30/2017. Solicitation was also presented in the City of Weslaco website during the active duration of RFQ. A pre-submittal conference was held on 2/8/2017. On 2/22/2017 at 3:00pm eight responses were opened publicly.		
Advisory Review, if any (name of board/committee, date of action, recommendation): City staff review committee met on 4/5/2017 and a scoring matrix was presented to evaluators. On 4/12/2017, a scoring matrix was finalized, revealing the shortlist of candidates.		
Homer Rhodes Mary Barrera Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments:		
Staff Recommendation: To select the most advantageous firm for the Architectural Engineering Design Services for new Fire Station and Combined Police/Central Fire Station.		
Attachments, if any:		
Responsibilities upon Approval: Option to interview top three respondents and/or authorize Mayor and City Manager to negotiate a contract with most advantageous respondent.		



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-924
From:		
Subject: Discussion and consideration to approve Ordinance 2017-25 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-25. Possible action. (Staffed by the Finance Department)		
Background: A mid-year budget amendment is typically done to take into consideration previous City Commission actions that addressed emergency expenditures, a review of mid-year financials that indicates overages in line items that could not be anticipated during budget preparation, or to plan other unfunded items that will be necessary before the end of the current fiscal year. When possible, we have tried to identify sources of revenue that can be used to cover the increased expenditures, but most expenditures will need to be funded from fund balance. Despite using fund balance, a sufficient amount of reserves will remain in place to cover 25% (or 90 days) of operating reserves, which is in accordance with our Fund Balance policy.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Budget Amendment 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):		
Mary Barrera	Created/Initiated	
Mary Barrera	Approved	
Mike Perez	Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Ordinance 2017-25, Exhibit A - Budget Amendment		
Responsibilities upon Approval:		

ORDINANCE 2017-25

AN ORDINANCE AMENDING ORDINANCE NUMBER 2016-31, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, FINDING NEED TO AMEND THE 2016-2017 MUNICIPAL BUDGET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2016-2017 budget; and

WHEREAS, unusual and unforeseen conditions have arisen during the fiscal year which have, or will require, the expenditure of additional funds constituting an emergency expenditure; and

WHEREAS, Section 102.009 of the Texas Local Government Code authorizes the City to amend its budget in such a manner as to provide for emergency expenditures as an amendment to the original budget in a case of grave public necessity to meet an unusual and unforeseen condition; and

WHEREAS, the City Commission finds the amendments in the line items identified in the attached Exhibit are reasonable, necessary, and for municipal purposes.

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

SECTION 1. FINDINGS. The City Commission finds the statements made in the preamble above are true.

SECTION 2. BUDGET LINE ITEMS. The City Commission approves the budget amendments in the attached Exhibit as such change is necessary to meet an unusual and unforeseen condition as the result of an emergency.

SECTION 3. BUDGET TOTAL. The City Commission further finds the amended budget line items identified in such Exhibit will not cause the total expenditures in the budget to exceed the total amount of estimated revenue.

SECTION 4. APPROVAL. The 2016-2017 Official Budget, adopted by Ordinance 2016-31, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

SECTION 5. AUTHORIZATION. The City Manager is authorized to undertake action to execute such transfers in accordance with state law, and file, or cause to be filed, a true and correct copy of this Ordinance, with the attached budget amendment, with the City Secretary.

SECTION 6. SEVERABILITY CLAUSE. It is the intent of the City Commission that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon final reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 16th day of May, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

Account	Dept	Division	Description	Expenditure	Revenue	Approval
General						
01-400-2000	Revenue		LEOSE allocation for 2016-2017		4,568.31	CC 3/21/17
01-400-2000	Revenue		Grant 2968201		67,133.43	
01-400-2000	Revenue		TRAC-V award to FD EMS for training		10,057.60	
01-400-2000	Revenue		75% of roof replacement expenditure		6,600.37	
01-400-2000	Revenue		75% of FEMA est. street repairs		54174.53	
01-400-3200	Revenue		Online processing fee-Accela (new this year)		5,000.00	
01-400-5030	Revenue		Donation of \$2,000 for benches		2,000.00	CC 11/1/2016
01-400-6050	Revenue		Natl Assoc of Co & City Health Officials-ck		13,000.00	
01-400-6050	Revenue		CERT donations deferred from 15-16		6,670.24	
01-500-2101	CC		Contract-Armando Martinez	15,000.00		CC 4/4/17
01-500-4010	CC		City Hall sign	31,300.00		CC 1/3/2017
01-509-2130	Legal		Attorney-special cases	200,000.00		
01-512-1080	Police		OVERTIME	150,000.00		
01-512-2044	Police		LEOSE allocation for 2016-2017	4,568.31		CC 3/21/17
01-516-1080	Fire		OVERTIME	175,000.00		
01-516-2628	Fire		Other maintenance	5,000.00		
01-516-2632	Fire		Repairs to apparatus	20,000.00		
01-516-2810	Fire		CERT program (from donations)	13,000.00		
01-516-2810	Fire		CERT donations deferred from 15-16	6,670.24		
01-518-2101	Em Mngt		FEMA-Roof Replacement-earned revenue	8,800.00		
01-518-2648	Em Mngt		FEMA-Street Repairs	79,966.00		
01-518-4010	Em Mngt		HSGP-Mass Care Field Shelter	67,133.43		
01-519-2043	EMS		TRAC-V award to FD EMS for training	10,057.60		
01-519-2120	EMS		Subscription-EMS Report Writing software	18,000.00		CM 10/21/16
01-519-2636	EMS		Parts for ambulance repair	5,000.00		
01-540-2380	Parks		Utilities for Boys and Girls Club building	18,000.00		
01-541-4010	Library		Donation of \$2,000 for benches	2,000.00		CC 11/1/2016
02-500-2100	Parks	BGC	Final pmt-Alcocer	515.00		
02-500-3850	Parks	BGC	Add'l funding for Boys/Girls club equipment	25,000.00		CC 1/17/2017
02-500-4010	Parks	BGC	Final pmt-JCON	5,586.00		
				860,596.58	169,204.48	
Impact on Fund Balance				(691,392.10)		

Account	Dept	Division	Description	Expenditure	Revenue	Approval
CIP Fund						
50-400-6700	Revenue		Lease proceeds from Frost Bank		779,159.13	
50-512-4010	Police		Lease purchase Dailey Wells Radios	779,159.13		
50-555-5010	Police		Debt svc-Police Radios lease	35,903.00		
				<u>815,062.13</u>	<u>779,159.13</u>	
			Impact on Fund Balance	(35,903.00)		
Water/Sewer Fund						
51-549-2100	Water	Trmt	Contractual-allocated too little	126,054.00		
51-549-2380	Water	Trmt	Utilities over budget	100,000.00		
51-550-1080	Water	Distr	OVERTIME	20,000.00		
58-400-3205	WW	Revenue	Grease trap collections		2,000.00	
58-551-2100	WW	Collctns	Contractual-allocated too much	(68,372.00)		
58-552-2100	WW	Trmt	Contractual-allocated too little	72,514.00		
58-552-2380	WW	Trmt	Utilities over budget	150,000.00		
				<u>400,196.00</u>	<u>2,000.00</u>	
			Impact on Fund Balance	(398,196.00)		



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-999	
From:			
Subject: Discussion and consideration to accept, open, award and/or reject the sole bid received to Bid No.: 2016-17-24 Public Sale of Property located on the Northeast corner of Intersection of Dolores Huerta Avenue/Paseo Del Norte and Interstate 2 Weslaco, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Bid advertisement published in the Advance News Journal on 4/26/2017 and 5/3/2017; Bid was also presented on the city website during the duration of the solicitation - three weeks.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommendation is to approve sale of property if minimum bid requirement of \$250,000 is met as stated in the request for bid notice.			
Attachments, if any: Request for Bids, SOLE BID PACKAGE, SIGN IN FORM			
Responsibilities upon Approval: City Attorney will notify respondent, if awarded.			

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

CITY OF WESLACO

Invitation to Bid

The City of Weslaco hereby requests sealed bids for the following:

Public Sale of Property on Dolores Huerta Avenue – East Interstate 2 / RFB No.: 2016-17-24

Sealed bids addressed to Homer Rhodes, Purchasing Agent, will be accepted at the Weslaco City Hall Purchasing Department, 255 S. Kansas, Weslaco, Texas 78596, until **3:00 p.m.** on **May 11, 2017** at which time they will be opened and read aloud. Please mark envelope, "Sealed Bid"

Public Sale of Property on Dolores Huerta Avenue – East Interstate 2 / RFB No.: 2016-17-24."

Specifications and instructions to bidders may be secured at the Weslaco City Hall Purchasing Department, 255 S. Kansas, Weslaco, Texas 78596, or by calling (956) 447-2240. Potential Bidders/Respondents are also advised that the bidding documents can be downloaded from the City of Weslaco web page address: www.weslacotx.gov.

Physical Location of Structure: Northeast Corner of Intersection of Dolores Huerta Avenue / Paseo Del Norte and Interstate 2 Weslaco, Texas 78596

Minimum Deposit:

A cashier's check in the amount of \$500.00 will be required with the bid submittal as a security deposit. Deposit will be retained as earnest money for the successful bidder and may be subject to administrative charges if awarded respondent does not execute purchase contract. No personal checks will be accepted.

The property will be sold to the highest bidder **"AS IS"**. The City offers no warranties expressed or implied especially a warranty of habitability. It is recommended that Bidders make a careful and thorough inspection prior to bidding, defects discovered after bid date and time are the responsibility of the successful bidder.

The City of Weslaco reserves the right to accept or reject any or all bids to waive any informalities in the bidding or to accept the bid to the best and most advantageous to the City and to hold bids for a period of forty-five (45) days from the date of the bid opening without taking action for the purpose of reviewing the bids prior to bid award. Bids submitted past the aforementioned date and time will not be accepted.

City of Weslaco

Homer Rhodes,
hrhodes@weslacotx.gov
Purchasing Agent



VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for **Public Sale of Property on Dolores Huerta Avenue – East Interstate 2 / RFB No.: 2016-17-24** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **May 11, 2017** so that you may receive any addendums to the specifications should the need arise.

**Homer Rhodes
City of Weslaco
Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240
Fax: 956.969.8452
hrhodes@weslacotx.gov**

Name: _____ Signature: _____

(print / contact person)

Title: _____ Company/Agency: _____

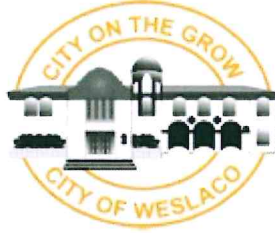
Mailing

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Bid No.: 2016-17-24



CITY OF WESLACO

REQUEST FOR BIDS (RFB No.: 2016-17-24)

TO PURCHASE Property on: **Northeast Corner of Intersection of Dolores Huerta Avenue / Paseo Del Norte and Interstate 2 Weslaco, Texas 78596**

OVERVIEW / BID INFORMATION:

Bids are being accepted for the property as a whole - located at **Northeast Corner of Intersection of Dolores Huerta Avenue / Paseo Del Norte and Interstate 2 Weslaco, Texas 78596** – Weslaco, Texas 78596. The property minimum bid is: \$250,000.00

PROPERTY

See Exhibit A : Property Survey

Contact: Homer Rhodes (956)447-2240 or hrhodes@weslacotx.gov for any details.

BIDDER'S RESPONSIBILITIES:

Interested parties must accept the following key obligations:

1. The interested party must respond to this RFB by 3:00 pm on **Thursday, May 11, 2017**.

Homer Rhodes
City of Weslaco
Finance Department / Purchasing Office
255 S. Kansas Ave.
Weslaco Tx, 78596

Bids should be clearly marked "RFB NO.: 2016-17-24 Public Sale of Property on Dolores Huerta Avenue – East Interstate 2 / RFB No.: 2016-17-24"

Bids received after the closing time and date will be returned unopened. **Faxed or emailed proposals will not be accepted.**

2. **Financial Viability.** All interested parties will be responsible for demonstrating that they have the financial capacity to purchase property, as described. Proof of financial capacity may include a certified financial statement, provision of approval for project financing from a financial institution licensed by the State of Texas, a designation of cash reserves for the purchase of property in an amount satisfactory for completion, or other means.

DEADLINE AND SUBMISSION REQUIREMENTS:

1. Bids are due May 11, 2017 at 3:00 pm and must be accompanied with a minimum deposit of \$500.00 cashier's check made payable to the City of Weslaco.
2. A cashier's check in the amount of \$500.00 will be required with the bid submittal as a security deposit. Deposit will be retained as earnest money for the successful bidder and may be subject to administrative charges if awarded respondent does not execute purchase contract. No personal checks will be accepted.

SELECTION CRITERIA/PROCESS:

City staff will review the bids, as well as any additional information that may be requested from the applicants, and make a recommendation to the City Council based on the following criteria:

1. The most advantageous bid offer.

AWARD:

The City Commission, at its sole discretion, may select the successful interested party under this RFB. The City reserves the right to reject any and all bids. The City reserves the right, at its sole discretion, to rescind its selection of any interested party under this RFB, and any subsequent agreement implementing its selection, in the event that the City determines, in its sole judgment, that:

1. The City cannot reach an agreement with the selected interested party under the proposed terms and conditions for conveyance of the sale of property and building structures to the interested party, and
2. There is any other procedural or substantive issue relating to the development of the property sale.

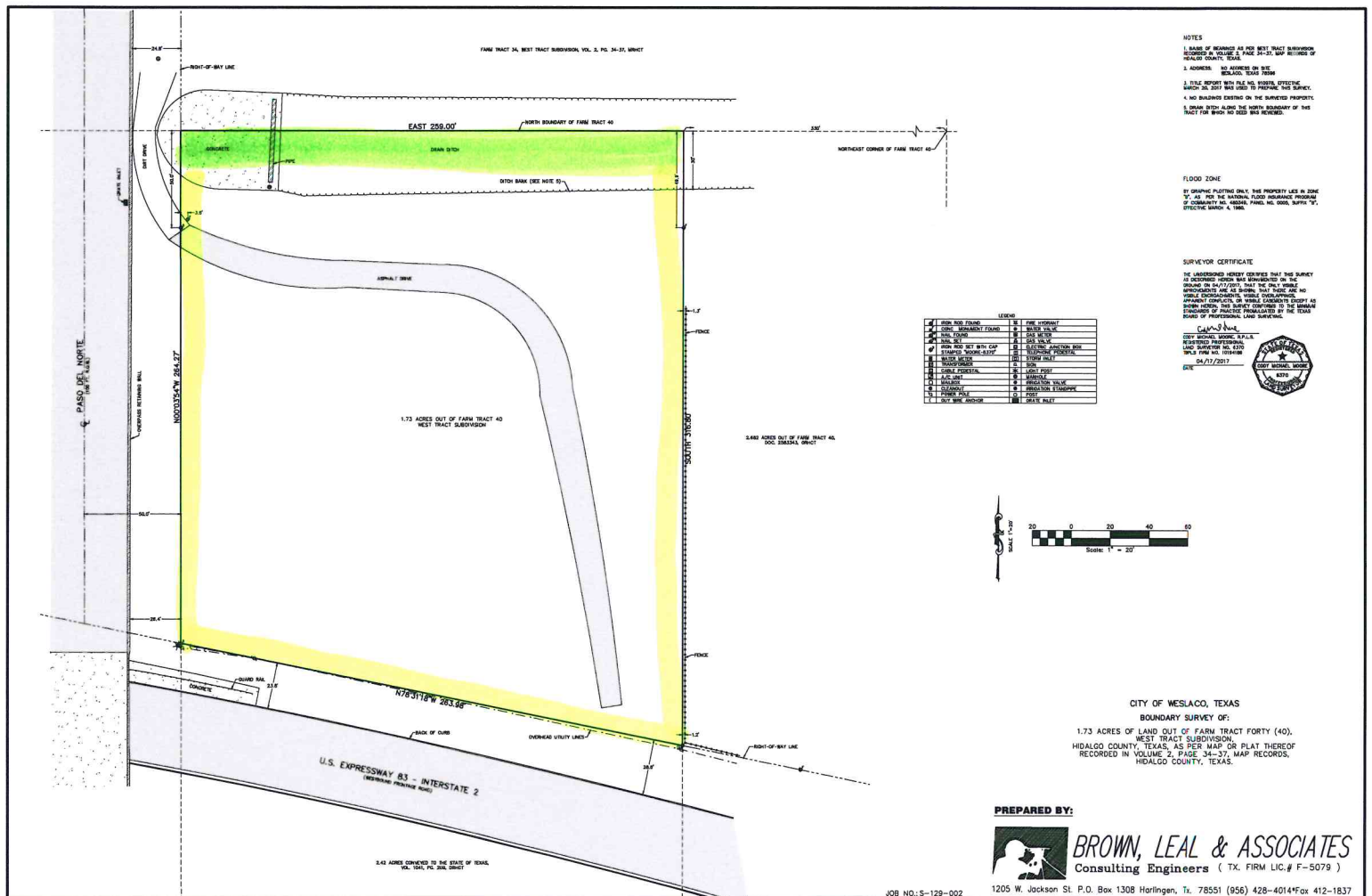
3. ADDITIONAL INFORMATION:

Specific questions regarding this RFB should be addressed to

Homer Rhodes, Purchasing Agent at 956.447.2240

hrhodes@weslacotx.gov

*** on North Side property line a 75 foot dedication will be required for drainage ditch easement ***



CITY OF WESLACO

Public Sale of Property on Dolores Huerta Avenue – East Interstate 2 / RFB No.: 2016-17-24

BID FORM

The _____ (Respondent), having read the instructions and specifications, proposes a bid to purchase property located at **Northeast Corner of Intersection of Dolores Huerta Avenue / Paseo Del Norte and Interstate 2 – Weslaco, Texas.**

The undersigned affirms that they are duly authorized to execute this bid, and that bid is not in partnership or individual has not prepared this bid in collusion with any other individual, and that the contents of this bid as to prices, terms conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Property: **Northeast Corner of Intersection of Dolores Huerta Avenue / Paseo Del Norte and Interstate**

\$ _____

The bid must be signed by an authorized representative to become valid.

Name: _____

Address: _____

City/State/Zip: _____

Phone No.: _____ Fax No.: _____

Signature: _____

(Please Print Above Signature)

5-11-76
J. Rhodes
2:50 p.m.

Homer Rhodes
City of Waco
Purchasing Office
255 S. Kansas
Waco Tx 76796

BID - RFB No.: 2016-17-24
Public Sale of RTR on Dolores Aventura Ave.
East Interstate 2 / RFB. No.: 2016-17-24



CITY OF WESLACO
SIGN IN FORM



PUBLIC SALE OF PROPERTY ON DOLORES HUERTA AVENUE

RFB No.: 2016-17-24

5/11/2017 at 3:00 PM

[illegible]



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-973	
From:			
Subject: Discussion and consideration to accept and approve the Weslaco Mid Valley Airport's Hangar Compliance Program and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Airport Department)			
Background: Over the past year, there have been issues at airports throughout the country that have resulted in the FAA publishing an updated policy clarifying what is considered aeronautical use of hangars. Based on our interaction with the FAA and TXDOT, the airport must have a compliance program in place by June 30, 2017. Complying with FAA and TXDOT rules and regulations, as well as our rules and regulations and lease agreements, it is important for many reasons, including our ability to receive federal and state grants that fund our projects to maintain the aircraft operating areas. As such, we must be compliant and the only way to insure is to monitor and inspect for compliance on a regular basis. We appreciate that our tenants value our airport, and overall do a great job of utilizing the facilities for aeronautical use only, but we feel it is now time to implement a formal hangar inspection program to correct any situations that may jeopardize compliance with the FAA and TXDOT. Airport staff has met with the Airport Advisory Board in multiple committee meetings and discussed the parameters of the Hangar Inspection Program. The goal is to conduct inspections in a manner that is cooperative and respectful, and results in compliance. Hangar inspections will begin approximately in June 2017 and will occur in a manner that enables inspections in specified hangar group areas. In anticipation of disposal of excess material possibly being stored in hangars, airport staff will be making arrangements for additional pickup time or additional temporary bins for your use. There are two bins located within the airport (one on the west side and one on the east side). No dumping of hazmat or items from off-airport in dumpsters/bins is permitted.			
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):			

This item was presented to the Airport Advisory Board on Thursday, April 13, 2017 at the regular scheduled meeting. The Advisory Board voted unanimously to approve.

Andrew Muñoz
Andrew Muñoz
Mike Perez

Created/Initiated
Approved
Final Approval

City Manager Comments:

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Hangar Inspections

Responsibilities upon Approval:

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

NOTICE OF HANGAR INSPECTIONS

To: Mid Valley Airport Tenants and Hangar Tenants
From: Airport Management
Date: June, 2017

Over the past year, there have been issues at airports throughout the country that have resulted in the FAA publishing an updated policy clarifying what is considered aeronautical use of hangars. Based on our interaction with the FAA, TXDOT and City officials, we believe we must be within compliance by June 30, 2017 but we wish to be proactive and ensure we are in line with the FAA policies.

Complying with FAA and TXDOT rules and regulations, as well as our rules and regulations and lease agreements, it is important for many reasons, including our ability to receive federal and state grants that fund our projects to maintain the aircraft operating areas. As such, we must be compliant and the only way to insure is to monitor and inspect for compliance on a regular basis. We appreciate that our tenants value our airport, and overall do a great job of utilizing the facilities for aeronautical use only, but we feel it is now time to implement a formal hangar inspection program to correct any situations that may jeopardize compliance with the FAA and TXDOT.

Airport staff has met with the Airport Advisory Board and the Fire Marshall's office and discussed the parameters of the Hangar Inspection Program. The goal is to conduct inspections in a manner that is cooperative and respectful, and results in compliance.

Hangar inspections will begin approximately 30 days from the date of this notice. The scheduling of hangar inspections will occur in a manner that enables inspections in specified hangar group areas. However, if you prefer to schedule a date and time, please contact Joanna Fernandez at (956) 969-0291 to schedule your inspection.

In anticipation of disposal of excess material possibly being stored in hangars, we will be making arrangements for additional pickup time or additional temporary bins for your use. There are two bins located within the airport (one on the west side and one on the east side). No dumping of hazmat or items from off-airport in dumpsters/bins is permitted.

You will see on the checklist that proper fire extinguishers are required to be installed in all hangars. The responsibility to maintain, certify or replace the fire extinguisher will be placed on the owner of the hangar.

Thanks and we look forward to working cooperatively with you during this process to ensure the airport remains in good standing with the FAA and TXDOT.

MID VALLEY AIRPORT HANGAR INSPECTION CHECKLIST

Hangar: _____

Inspection Date: _____

Conducted by: _____

Yes	No	NA	
			Use as a residency.
			A stored aircraft must be airworthy, properly registered to the hangar owner, and properly insured.
			If non-airworthy, aircraft must show significant signs of progress.
			No more than one vehicle in addition to the aircraft is to be stored in a single hangar. Golf cart does not apply.
			No storage of recreational vehicles (i.e. boats, motorhomes, trailers or campers).
			Storage of other items will not impede aircraft ingress and egress.
			Exit path is clear of obstructions.
			Fire extinguisher that is not expired and is accessible.
			Combustible material, if applicable, is stored properly and not stock piled in excess.
			No more than the permitted amount of flammable liquids stored.
			Extensions cords must not be used as a permanent source of wiring.
			Junction boxes must be covered and maintained properly.
			No spraying, painting or dipping utilizing flammable liquids with proper written notice.
			Hangar number is properly identified.
			Hangar doors are in proper working condition and have not been altered/modified to affect functionality.
			Non-operating doors must be posted in the exterior "THIS DOOR BLOCKED."
			Evidence of proper and sufficient insurance documentation, with Airport assigned on policy.
			Proper water and electrical meters installed.
			Filed sub-lease agreements with Airport Management.

I hereby am in receipt of a Hangar Inspection document and acknowledge I have 30 consecutive days to cure any and all violations and provide Airport management with said proof.

As a tenant of the Airport, I acknowledge I am fully responsible for the actions of any and all sub-lease agreements/tenants and their airport compliance associated with my hangar.

Failure to comply, may result in the termination of my lease agreement.

Signature and Date



"The City on the Grow"



Standardized Agenda Request Form

Date of Meeting: May 16, 2017	Agenda Item No. (to be assigned by CSO): 2017-972
From:	
Subject: Discussion and consideration to adopt the Weslaco Mid Valley Airport Lease Agreement Rates and authorize the Mayor to execute any related documents. Possible Action (Staffed by Airport Department)	
Background: Over the past year, staff has met with regional airport managers and with our airport advisory committee members in seeking guidance on how best to approach new lease agreements for new and existing airport improvements. Lease agreements are a federal and state requirement and it is the responsibility of the airport sponsor to insure compliance with all federal and state requirements. The reversion clause is referenced in airport lease agreements to allow the existing and proposed airport improvements to revert to municipal ownership at the end of the original lease agreement and/or return the land to an acceptable condition to the city. The reversion clause is necessary to determine ownership of improvements when lease agreements have expired since private owners cannot own or purchase airport land. Based on our conversations as well as an exhaustive review of lease agreements with reference to improvement reversion clauses, the Airport Advisory Committee and staff recommend the following lease agreement rates for the Mid Valley Airport: Lease agreements with a reversion clause: \$0.22 per square foot Lease agreements with a non-reversion clause: \$0.27 per square foot Lease agreements for T-hangars: base monthly fee of \$300 (utilities included) Lease agreements for Hangars A and B: base monthly fee of \$750 (utilities included) Daily Tie down fee of \$1.00 per day In addition, we are recommending in every lease agreement; we have a potential capped three (3) percent Consumer Price Index (CPI) review and increase every three (3) years. The current lease agreement rate is \$0.17 per square foot with a base monthly fee of \$637.50 for Hangar A and \$750 for Hangar B. It is important to note these rates are not based on a recent market study or analysis of aviation market values but a compromise of an increase in rates that keep the Mid Valley Airport competitive and begins the process moving forward to matching market rates. The proposed rates do not sufficiently cover all the operating and maintenance costs of managing the airport but moves towards offsetting costs while maintaining a	

competitive advantage in the region. Staff's approach also begins to set a precedent and/or guidance on preparing future airport development improvements as well as aging improvements and potential impact(s) to the airport.

Funding Source (budget code, if applicable):

Amount:	Term of Impact:	Identified in Current Budget:
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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):
This item was presented to the Airport Advisory Board on April 13, 2017 and May 11, 2017 for consideration and approval. The item passed unanimously.

Andrew Muñoz	Created/Initiated
Mike Perez	Final Approval

City Manager Comments:

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Lease Rates Recommendation

Responsibilities upon Approval:



Memo

To: Airport Advisory Committee Members
From: Andrew Munoz, Aviation Director
Date: May 9, 2026
CC:
Re: Mid Valley Airport Lease Agreement Rates

Over the past year, staff has met with regional airport managers and with airport advisory committee members in seeking guidance on how best to approach new lease agreements for new and existing airport improvements that advance our overall goals and objectives for the airport as well as ensures federal and state compliance.

Based on our conversations, please allow this memo to serve as our recommendations to approve and adopt the following lease agreement rates for the Mid Valley Airport:

Lease agreements with a reversionary clause: \$0.22 per square foot

Lease agreements with a non-reversionary clause: \$0.27 per square foot

Lease agreements for T-hangars: base monthly fee of \$300 (utilities included)

Lease agreements for Hangars A and B: base monthly fee of \$750 (utilities included)

Daily Tie down fee of \$1.00 per day

The reversionary clause is referenced to allow the improvements to revert to municipal ownership at the end of the lease agreement and/or return the land to an acceptable condition to the city.

Staff is also recommending in every lease agreement; we have a potential capped three (3) percent Consumer Price Index (CPI) review and increase every three (3) years. The current lease agreement rate is \$0.17 per square foot with a base monthly fee of \$650 for Hangars A and B.

It is important to note these rates are not based on a recent market study or analysis of aviation market values but a compromise of an increase in rates that keep the Mid Valley Airport competitive and begins the process moving forward to matching market rates.

The proposed rates do not sufficiently cover all the operating and maintenance costs of managing the airport but moves towards offsetting costs while maintaining a competitive advantage in the region. Staff's approach also begins to set a precedent and/or guidance on preparing future airport development improvements as well as aging improvements and potential impact(s) to the airport.

Staff recommends approval.



"The City on the Grow"



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-974	
From:			
Subject: Discussion and consideration to accept and approve the Weslaco Mid Valley Airport's Lease Agreement Template and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Airport Department).			
Background: Over the past year, airport staff has worked with airport membership, airport advisory committee members and legal counsel to negotiate a lease agreement template and lease rates. Our current lease rate is a flat \$0.17 per square foot charge with no reference to improvement reversions. Under federal law, no one person or entity can own property belonging to the airport; only improvements. A reversion clause allows for the termination of a lease agreement and stipulates any improvements revert to the municipality. It has been agreed among all parties, it is best to have lease agreements with reversion and non-reversion clauses, based on tenant use and existing or proposed improvements. Each existing or proposed improvements must meet the minimal federal and state requirements for airport use. The airport is working on adopting revised airport rules and regulations, a hangar compliance program and new lease rates to insure compliance. The proposed lease agreement template has been reviewed by KSA, TXDOT and legal counsel.			
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): This item has been before the airport advisory committee for several meetings. On May 11, 2017, the airport advisory committee voted unanimously to approve the lease agreement template as presented by legal counsel.			
Andrew Muñoz		Created/Initiated	

Andrew Muñoz Mike Perez	Approved Final Approval
City Manager Comments:	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: Lease Agreement Template	
Responsibilities upon Approval:	

Lease Agreement

STATE OF TEXAS)

CITY OF WESLACO) **KNOW ALL PERSONS BY THESE PRESENTS:**

HIDALGO COUNTY)

This lease is entered into this _____ day of _____, 20____, 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 _____, 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 _____ sq. ft. 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)

Section 2. Term

A) This lease shall be for the term of _____ months/years, not to exceed ten (10) years. Thereafter, this lease may be renewed for a subsequent _____ 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.

B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that 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.

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly/yearly the sum of \$ _____. The first month's/year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/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 fees 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

Comment [SAS1]: Specific location for delivery of payment?

Comment [h2R1]: Per discussion this morning with the committee

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.

Comment [h3]: Per discussion this morning with the committee

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 contract 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.
- B) In addition to Lessee's indemnification obligations set forth above, Lessee, at Lessee's sole cost, shall repair or replace to Lessor's reasonable satisfaction, any damaged property that belongs to Lessor or Lessor's other Lessees to the extent that such damage

Comment [SAS4]:

Comment [h5]: This is language that I RAH had drafted that we thought would protect city further but Per discussion this morning with the committee we are removing.

arises from or relates to an act or omission of Lessee or Lessee's associates. Lessee shall promptly notify Lessor of any such property damage. If Lessee discovers any other potential claims or losses that may affect Lessor, Lessee shall promptly notify Lessor of the same.

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. Agreement Not All Inclusive

- 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

Comment [h6]: We should title this section for uniformity and clarity

right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

Section 13. Notice Requirements

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

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

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: _____
Address: _____

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

Lessee Initials

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.

- 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.

Comment [h7]: Take out this section because further in the sentence it states, "except with the prior written approval of Lessor". It's redundant.

EXECUTED this _____ day of _____, 20__.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary

Lessee

Comment [h8]: Remove Tenant and keep it consistent with Lessee

Lessee Initials



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-975	
From:			
Subject: Discussion and consideration to accept and approve changing the assigned Weslaco Mid Valley Airport's Identifier and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)			
Background: As the runway expansion project comes to a close, it has come to our attention by visiting pilots that our current identifier KT-65 is not available on one of two federal databases for international travel, thus forcing pilots to deviate to McAllen or Harlingen International airports. Staff has been able to verify the issue with TXDOT - General Aviation Division. It is our recommendation to change the airport identifier to all letters, dropping numerical values. Over the past few months, staff has visited with airport advisory committee members as well as airport membership and the consensus is to provide FAA with a primary and secondary identifier. The proposed primary identifier is KRGV and the secondary identifier is KTXW.			
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): This item has been presented to the Airport Advisory Committee on April 13, 2017 and May 11, 2017 and the recommendation to provide a primary and secondary identifier was approved. The item passed unanimously.			
Andrew Muñoz Andrew Muñoz Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Recommend KTXW			
Staff Recommendation: Staff recommends approving the submission of KRGV as our primary request and KTXW as our secondary request.			

Attachments, if any:
Identifiers
Responsibilities upon Approval:

AAB	BHT	CCL	CNR	DCN	DQL	DZQ	EOC
AIE	BHZ	CCM	CNS	DCQ	DQP	DZS	EOH
AIJ	BIN	CCQ	CQG	DCS	DQS	DZU	EOJ
AIQ	BIP	CCS	CQH	DCW	DQT	DZV	EOL
AJD	BIQ	CCW	CQJ	DEF	DQV	DZW	EOO
AJL	BIT	CDF	CQL	DEG	DQW	DZX	EOQ
AJX	BIU	CDL	CQO	DEI	DQY	DZY	EOU
AKD	BLC	CDQ	CQQ	DEO	DQZ	ECE	EOZ
AKE	BLJ	CDU	CQS	DES	DSB	ECF	EPD
AOA	BLN	CDY	CQU	DEU	DSC	ECJ	EPF
AOB	BLT	CED	CSC	DEV	DSG	ECL	EPJ
AOE	BLZ	CEE	CSH	DEY	DSI	ECN	EPO
AOJ	BMJ	CEG	CSO	DGB	DSJ	ECQ	EPQ
AOL	BMK	CEH	CUC	DGC	DSL	ECW	EPV
AOX	BMP	CEI	CUG	DGE	DST	EDD	EPX
AOZ	BMV	CEO	CUI	DGF	DSU	EDK	ERC
AQA	BNC	CES	CUJ	DGJ	DTB	EDL	ERH
AQB	BNJ	CFC	CUM	DGN	DTJ	EDQ	ERQ
AQG	BNU	CFF	CUO	DGQ	DTP	EDV	ERU
AQJ	BNV	CFH	CUQ	DGS	DTQ	EDX	ERX
AQK	BPD	CFO	CUR	DGV	DTU	EDY	ERZ
AQL	BPJ	CFR	CUX	DGY	DTV	EDZ	ETE
AQQ	BPQ	CFW	CUY	DGZ	DTZ	EEH	ETJ
AWB	BPU	CGM	CWE	DIB	DVE	EEV	ETO
AWJ	BPV	CGN	CWG	DIE	DVG	EEW	ETQ
AWQ	BSD	CGO	CWM	DIF	DVI	EEY	ETU
AWW	BSG	CGR	CWO	DIN	DVJ	EFF	ETV
AWX	BSJ	CGU	CWW	DIO	DVU	EFH	EWE
AXD	BSU	CGX	CXA	DIP	DVW	EFJ	EWf
AXG	BSZ	CGY	CXD	DIS	DVX	EFN	EWJ
AXJ	BUC	CHF	CXG	DIT	DVY	EFQ	EWQ
AXK	BUJ	CHG	CXH	DIU	DVZ	EFV	EWw
AXL	BUQ	CHL	CXI	DJC	DXC	EFX	EYD
AXW	BUT	CHW	CXJ	DJE	DXF	EFY	EYH
AXZ	BWJ	CHY	CXK	DJF	DXG	EFZ	EYJ
AYA	BWT	CJA	CXN	DJG	DXI	EGC	EYL
AYB	BXC	CJC	CXQ	DJI	DXJ	EGD	EYN
AYD	BXD	CJD	CXS	DJL	DXL	EGF	EYO
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AYK	BXJ	CJG	CYE	DJP	DXP	EGN	EYZ
AYL	BXL	CJI	CYF	DJS	DXQ	EGO	FCB
AYO	BXQ	CJK	CYG	DJU	DXS	EGU	FCC
AYW	BXT	CJM	CYH	DJV	DXT	EGX	FCE
AZA	BXU	CJO	CYI	DJX	DXV	EGY	FCF
AZB	BXV	CJU	CYJ	DJY	DXY	EGZ	FCG
AZD	CAA	CJY	CYK	DKC	DXZ	EHE	FCJ
AZJ	CAI	CKE	CYL	DKE	DYE	EHJ	FCK
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AZX	CAQ	CKO	CYU	DKN	DYG	EHQ	FCW
AZZ	CAU	CKQ	CYX	DKQ	DYI	EHW	FDB
BAI	CAW	CKR	DBC	DKW	DYJ	EHZ	FDE
BAU	CAX	CKY	DBI	DKY	DYN	EIA	FDF
BDC	CAY	CLC	DBP	DPB	DYP	EID	FDG
BDI	CBD	CLG	DBT	DPF	DYU	EIE	FDJ
BDK	CBH	CLH	DBU	DPJ	DYV	EIH	FDL
BDP	CBI	CLJ	DBW	DPO	DYZ	EIO	FDP
BDV	CBN	CLU	DBX	DPT	DZC	EIQ	FDQ
BDZ	CBS	CMC	DCB	DPU	DZF	EIX	FDS
BHG	CCD	CML	DCE	DPV	DZI	ENC	FDZ
BHI	CCE	CMM	DCF	DQB	DZL	ENH	FFB
BHL	CCF	CNJ	DCJ	DQC	DZO	ENJ	FFF
BHQ	CCH	CNN	DCL	DQF	DZP	ENK	FFH

FFJ	FXZ	GFV	GSU	GZY	HQP	IDY	IWM
FFQ	FYA	GFW	GSV	HCB	HQQ	IDZ	IWQ
FFW	FYF	GFY	GUB	HCC	HQR	IGA	IWT
FFY	FYH	GGB	GUG	HCG	HQS	IGD	IXB
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FJB	FYP	GGJ	GUJ	HCK	HSC	IGJ	IXK
FJE	FYS	GGL	GUQ	HCQ	HSJ	IGL	IXL
FJF	FYW	GGO	GUX	HCS	HSU	IGS	IXM
FJG	FYX	GGQ	GVD	HCU	HSZ	IGU	IXQ
FJH	FYZ	GGR	GVG	HCW	HTB	IGV	IXT
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FJL	FZB	GGX	GVI	HEN	HTE	IGZ	IXW
FJP	FZF	GJB	GVJ	HEP	HTG	IHA	IXZ
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FNH	GAH	GJR	GXE	HFZ	HUQ	IJE	JBf
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FOB	GAW	GJY	GxJ	HGG	HWE	IJV	JBU
FOH	GAY	GLB	GxK	HGJ	HWJ	IJY	JBW
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FQA	GBL	GLG	GxO	HGQ	HWP	IPH	JCC
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FQL	GBW	GOC	GxV	HIJ	HYJ	IQD	JCK
FQP	GBX	GOE	GxW	HIP	HYN	IQJ	JCL
FQQ	GCB	GOH	GXX	HIS	HYQ	IQK	JCM
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FRX	GCJ	GQC	GyO	HJG	HZP	ITA	JDC
FRY	GCL	GQD	GYP	HJI	HZQ	ITB	JDF
FRZ	GCQ	GQF	GyQ	HJK	HZS	ITD	JDG
FWE	GCU	GQG	GYS	HJN	HZU	ITE	JDI
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FWK	GDC	GQK	GyV	HJS	IBD	ITM	JDS
FWP	GDD	GQL	GyW	HJU	IBH	ITQ	JDT
FXA	GDF	GQP	GZB	HJX	IBS	ITT	JDV
FXB	GDG	GQS	GZC	HJY	IBT	ITV	JDX
FXC	GDK	GQU	GZD	HLJ	IBU	ITW	JDY
FXF	GDR	GQV	GZE	HLP	IBW	ITZ	JDZ
FXG	GDS	GQW	GZF	HLS	IBX	IUH	JEC
FXH	GDT	GQY	GZI	HLU	IDD	IUJ	JED
FXJ	GDU	GSC	GZJ	HLY	IDE	IUQ	JEG
FXK	GFB	GSD	GZK	HOJ	IDK	IUS	JEH
FXL	GFF	GSG	GZO	HOQ	IDQ	IUT	JEI
FXP	GFH	GSI	GZP	HOZ	IDS	IUX	JEM
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FXS	GFO	GSL	GZV	HQJ	IDV	IWB	JEP
FXX	GFR	GSR	GZW	HQK	IDX	IWE	JEU

JEV	JML	JXS	LJI	LZO	ODD	OUS	POQ
JEW	JMM	JXU	LJK	LZP	ODE	OUX	PQB
JEY	JMP	JXV	LJO	LZQ	ODJ	OXA	PQD
JFC	JMU	JXW	LJP	LZS	ODL	OXE	PQG
JFD	JMV	JXX	LJS	LZV	ODP	OXF	PQJ
JFH	JMX	JXZ	LJV	MCQ	ODS	OXG	PQK
JFO	JMY	JYA	LJY	MCS	OEE	OXJ	PQT
JFR	JNV	JYF	LOB	MIF	OEF	OXL	PQU
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JFW	JOA	JYI	LOE	MIX	OEP	OXP	PUI
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JGU	JPV	LAK	LTW	MPF	OJK	OZO	PXJ
JGV	JPX	LAO	LTZ	MPQ	OJL	OZP	PXQ
JGY	JRC	LAY	LUH	MPT	OJO	OZU	PXU
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JHS	JRV	LCB	LUZ	MRR	OLH	PDD	RCW
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JIA	JRY	LCS	LVI	MVJ	ONH	PDI	RGF
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JIP	JSI	LEH	LVY	MVT	ONS	PFD	RGY
JIS	JSM	LEO	LXC	MVU	ONU	PFF	RGZ
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JKO	JVP	LFJ	LXO	MXU	OOX	PGF	RJI
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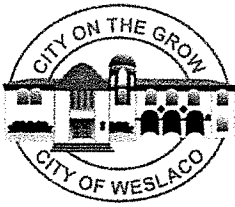
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RVK	SJR	TID	TWE	UHT	URQ	VEH	VLX
RVM	SJV	TIE	TWG	UHW	URV	VEM	VLZ
RVU	SJY	TIG	TWH	UHZ	URW	VEN	VNB
RVV	SLA	TIN	TWK	UIB	URZ	VEO	VNH
RVW	SLX	TIO	TWN	UIG	USB	VEP	VNJ
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RXJ	SOD	TJI	TXJ	UJB	UTB	VGJ	VOH
RXM	SOJ	TJK	TXL	UJC	UTG	VGL	VOJ
RXR	STA	TJN	TXQ	UJH	UTL	VGM	VOL
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RXV	STD	TJR	TXS	UJK	UTQ	VGO	VOO
RXY	STU	TJS	TXU	UJL	UTV	VGQ	VOQ
RYF	SVD	TJU	TXW	UJN	UTW	VGR	VOR
RYI	SVG	TJV	TXY	UJO	UTZ	VGS	VOX
RYJ	SVI	TLA	TXZ	UJP	UXB	VGX	VOZ
RYK	SVR	TLE	TZA	UJR	UXC	VGX	VRG
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RYZ	SVX	TLS	TZE	UMI	UXK	VIA	VRR
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SIU	TGL	TUH	UGX	UQR	VDP	VLB	VUS
SIW	TGR	TUI	UHC	UQT	VDQ	VLG	VUX
SIX	TGS	TUJ	UHG	UQV	VDR	VLH	VVH
SJA	TGU	TUO	UHI	UQW	VDS	VLJ	VVJ

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VVL	XAA	XFR	XKQ	XSJ	XYM
VVN	XAB	XFV	XKU	XSL	XYN
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VVP	XAI	XFY	XKY	XSU	XYP
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VXM	XDI	XHZ	XOB	XVL	XZV
VXN	XDJ	XIA	XOE	XVM	XZW
VXP	XDK	XID	XOH	XVN	XZX
VXQ	XDL	XIE	XOJ	XVP	XZZ
VXR	XDZ	XIG	XOL	XVR	
VXS	XDR	XIJ	XOM	XVU	
VXW	XDS	XIN	XON	XVV	
VXX	XDZ	XIO	XOO	XVX	
VXY	XDU	XIP	XOQ	XVY	
VXZ	XDV	XIQ	XOR	XVZ	
VYA	XDZ	XIT	XOX	XWB	
VYB	XDZ	XIU	XOZ	XWE	
VYD	XDZ	XIW	XQB	XWF	
VYG	XEC	XJA	XQC	XWG	
VYH	XED	XJE	XQD	XWJ	
VYJ	XEZ	XJG	XQF	XWK	
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VZB	XEU	XJS	XQS	XXW	
VZD	XEV	XJU	XQT	XXY	
VZH	XEW	XJV	XQU	XXZ	
VZJ	XEY	XJY	XQV	XYA	
VZL	XFC	XKA	XQY	XYB	
VZP	XFD	XKD	XQZ	XYD	
VZQ	XFF	XKE	XSB	XYG	
VZS	XFJ	XKH	XSC	XYH	
VZW	XFK	XKK	XSD	XYI	
VZX	XFN	XKL	XSG	XYJ	
VZY	XFO	XKM	XSH	XYK	



Standardized Agenda Request Form

Date of Meeting: May 16, 2017		Agenda Item No. (to be assigned by CSO): 2017-990	
From: Robert Lopez			
Subject: Discussion and consideration to approve the purchase of one new patrol vehicle through the Stonegarden grant program as budgeted and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)			
Background: FY15 Stonegarden awarded the City of Weslaco/Weslaco Police Department \$100,000.00 in grant funding. \$45,600.00 are to be used to fund sworn officer's overtime pay to accomplish the operation's goals and objectives and \$54,400.00 for the purchase of a new fully equipped police vehicle. The vehicle will be a 2016 Dodge Charger Police Interceptor.			
Funding Source (budget code, if applicable): Homeland Security Grant Program			
Amount: \$54,400.00		Term of Impact: 11/29/2017	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature Budget Amendment			
If item previously considered, provide date and action by Commission: 11/15/2016 Regular Commission Meeting, Consent Agenda #2016-621			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker Stephen Mayer Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: 2016 Dodge Charger, FY15Stonegarden			
Responsibilities upon Approval: The Weslaco Police Department will be responsible for submission of grant paperwork and ensuring grant requirements are met.			



Standardized Agenda Request Form

Date of Meeting: November 15, 2016		Agenda Item No. (to be assigned by CSO): 2016-621	
From:			
Subject: Acceptance of the Hidalgo-2015 OPSG grant, Number 3173401 (StoneGarden), awarded in the amount of \$100,000.00 to the Police Department with no local match required and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. \$100,000.00 has been awarded to the Weslaco Police Department for police officer overtime pay and police equipment needed to accomplish this mission.			
Funding Source (budget code, if applicable): HS-Homeland Security Grant Program			
Amount: \$100,000.00		Term of Impact: 1 Year	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):			
Elizabeth Walker		Created/Initiated	
Stephen Mayer		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: WPD Accepted Grant			
Attachments, if any: OPSG GRANT NO 3173401			
Responsibilities upon Approval: City Mayor must accept award on egrant.com website			



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Director
Homeland Security Grants Division

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3173401	Award Amount:	\$100,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	Grantee Cash Match:	\$0.00
Grant Period:	04/01/2016 - 08/31/2017	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2017	Total Project Cost:	\$100,000.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Weslaco, City of		
Project Title:	Hidalgo-2015 OPSG		
Grant Manager:	Jerry Ding		
DUNS Number:	036562767		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	8/19/2015
Federal/State Award ID Number:	EMW-2015-SS-00080
Total Federal Award/State Funds Appropriated:	\$80,998,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)

**Is the Award
R&D:** No

**Federal/State
Award
Description:** The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved

Tab Name

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make available upon request.	4/20/2016		☐	☐

[Print This Page](#)
Agency Name: Weslaco, City of**Grant/App:** 3173401 **Start Date:** 4/1/2016 **End Date:** 8/31/2017**Project Title:** Hidalgo-2015 OPSG**Status:** Active Grant**Budget Details Information****Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Operational Overtime for Law Enforcement (Organization)	61 officers X avg OT rate \$41.54/hr. X 464.82776 hours X 2 years = OT \$38,617.89 plus 18.08% fringe (\$6,982.11) = Total \$45,600.00.	\$45,600.00	\$0.00	\$0.00	\$0.00	\$45,600.00	100
Equipment	Specialty Vehicle (Equipment)	Item 1 - 2015 or newer fully equipped Police Package vehicle, AEL#21OS-01-EQUP \$54,400.00	\$54,400.00	\$0.00	\$0.00	\$0.00	\$54,400.00	1

You are logged in as **User Name:** rlopez1625

DODGE CITY**GRAB LIFE!!**

700 S. CENTRAL EXPRESSWAY
 MCKINNEY, TX. 75070
 PHONE : 972-569-9650
 FAX: 214-544-4511

**QUOTE**

DATE: 03/30/2017
 INVOICE #

Bill To:
City of Weslaco

SHIP TO:
Fleet Safety

Maria

Comments or Special Instructions: BUY BOARD CAR CONTRACT 521-16

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA		TERMS
JEFF Y			Best Way		
QUANTITY	DESCRIPTION			UNIT PRICE	AMOUNT
1	2017 DODGE CHARGER AWD V-8			\$25,298.00	\$25,298.00
1	BLACK LEFT AND RIGHT SPOT LIGHT			\$400.00	\$400.00
1	FULL SIZE SPARE TIRE			\$0.00	\$0.00
1	BLACK VIYNL FLOOR COVERING			\$0.00	\$0.00
1	HD CLOTH BUCKET SEATS WITH VIYNL REAR			\$120.00	\$120.00
1	INTEGRATED DISPLAY PACKAGE			\$2,050.00	\$2,050.00
1	GOVERNEMNT BUY BOARD CREDIT			(\$3,072.00)	(\$3,072.00)
1	WHITE KNUCKLE			\$0.00	\$0.00
	FLEET SAFETY				
1	VALOR 44 TRIO PACKAGE			\$2,836.00	\$2,836.00
1	UNIVERSAL LED FLASHER 4 OUTLET			\$49.14	\$49.14
2	TRACER MTG KIT DODGE CHARGER			\$39.00	\$78.00
2	TRACER DUO 5-LAMPO HOUSING TCLR			\$826.03	\$1,652.06
2	TRACER DUO LIGHT HEAD RED/BLUE			\$0.00	\$0.00
1	PTE-NOPSV-1000 CAMERA USES PASSIVE INFRARED TECHNOLOGY			\$3,880.88	\$3,880.88
2	PAR-46 SUPER LED SPOT 12V			\$236.74	\$473.48
1	PB450L4-4 WHELEN ION LIGHTS			\$818.28	\$818.28
1	FINAL ASSY,MSG,BRD,AMBER			\$1,700.00	\$1,700.00
1	XL PARTITION 1/2 MESH 1/2 POLY			\$599.61	\$599.61
				SUBTOTAL	\$ 36,883.45
				TAX RATE	0.00%
				SALES TAX	-
				BUY BOARD FEE	400.00
				TOTAL	

Comments or Special Instructions: None

DODGE CITY**GRAB LIFE!!**

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**QUOTE**

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 INVOICE #

Bill To:
City of Weslaco

SHIP TO:
Fleet Safety

Maria

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA		TERMS
JEFF Y	P203381		Best Way		
QUANTITY	DESCRIPTION			UNIT PRICE	AMOUNT
1	REPLACEMENT CONTOUR TRANSPORT SEAT			\$639.11	\$639.11
1	STEEL WINDOW BARS			\$165.11	\$165.11
1	DOOR PANELS TPO BLACK			\$193.55	\$193.55
1	SINGLE T-RAIL MOUNT UNIVERSAL XL HANDCUFF KEY OVERRIDE			\$244.11	\$244.11
1	KEVLAR LEVEL 3A PASSENGER			\$1,232.60	\$1,232.60
1	KEVLAR NIJ LEVEL IIIA BALLISTIC DOOR PANEL DRIVER			\$1,232.60	\$1,232.60
1	INTEGRATED VEHICLE SPECIFIC 18" CONSOLE			\$450.87	\$450.87
1	PKG,ACTADP,HDM,SLIDE TS,SP			\$447.24	\$447.24
1	CON,ACSY,SUPHLDR,IM,4MS,DUAL			\$28.77	\$28.77
1	CON,ACSY,ARM,EM,LPD,FLP,H-ADJT			\$80.67	\$80.67
1	CON,ACSY,MICLIP			\$7.51	\$7.51
2	CON,ACSY,MICLIP,OPT BRKT			\$9.55	\$19.11
1	3 LIGHTER PLUG OUTLETS			\$30.30	\$30.30
1	4RE,HD DVR W/GPS			\$5,200.00	\$5,200.00
1	4RE-IN CAR 802.11N WIRELESS KIT 5GHZ			\$400.00	\$400.00
1	DUAL STALKER RADAR			\$3,000.00	\$3,000.00
1	INSTALLATION OF ABOVE EQUIPMENT			\$2,170.00	\$2,170.00
1	SHIPPING AND HANDLING			\$875.00	\$875.00
1	GRAPHICS INSTALLED			\$450.00	\$450.00
				SUBTOTAL	\$54,150.00
				TAX RATE	0.00%
				SALES TAX	-
				SHIPPING & HANDLING	250.00
				TOTAL	

Comments or Special Instructions: None

DODGE CITY**GRAB LIFE!!**

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Fleet Safety

Maria

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA		TERMS
JEFF Y			Best Way		
QUANTITY	DESCRIPTION			UNIT PRICE	AMOUNT
	THIS PAGE LEFT BLANK INTENTIONALLY				
				SUBTOTAL	\$54,400.00
				TAX RATE	0.00%
				SALES TAX	-
				SHIPPING & HANDLING	-
				TOTAL	\$ 54,400.00

RESOLUTION NO. 2017-41

THE STATE OF TEXAS	!	A RESOLUTION PROVIDING INSURANCE
COUNTY OF HIDALGO	!	COVERAGE TO ALL CITY OF WESLACO
CITY OF WESLACO	!	ADVISORY BOARD MEMBERS

WHEREAS, the City of Weslaco has numerous advisory boards assisting the City in various endeavors and projects, including but not limited to the Weslaco Airport Advisory Board, the Ambulance Advisory Board and various other advisory boards; and

WHEREAS, these boards provide valuable services to the City and are not compensated in any way shape or form; and

WHEREAS, these advisory board members may sometimes face legal and monetary liabilities as a result of their service on these boards; and

WHEREAS, the City wishes to protect these citizens from possible liability resulting from their service on these advisory boards.

THEREFORE, BE IT RESOLVED that the City will provide liability insurance coverage for all citizens serving on any advisory board for the City only if the members are acting within their official capacity, this insurance coverage will cover any possible liability resulting from these citizens service on these advisory boards.

BE IT FURTHER RESOLVED that the City Manager will take all necessary action to include members of all City advisory boards on the City's insurance policy for any actions taken by advisory board members as a result of service on the advisory boards.

PASSED AND APPROVED this _____ day of May, 2017.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney