



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JUNE 20, 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, June 20, 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 Leonardo Munoz to rezone 113 Adelita Street, also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District.
Attachment
- B. To solicit input on behalf of Amirta L. Trejo to rezone 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District.
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 June 6, 2017 (Staffed by City Secretary's Office.) Attachment
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2017-27 renaming a portion of West Hidalgo Street located to the North of Cavazos Park between South Palmas Street and South Cedro Street to be hereby known as Cavazos Street. (First reading of Ordinance 2017-27 was held on June 6, 2017; staffed by Planning and Code Enforcement Department.) Attachment
 - 2) Ordinance 2017-28 amending Ordinance 2008-38 for the rezone of 115 Adelita Street, Lot 13, Colonia de San Francisco from an R-1 One Family Dwelling District to an R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading of Ordinance 2017-28 was held June 6, 2017; Staffed by Planning and Code Enforcement Department.) Attachment
- C. Approval of a Memorandum of Understanding with Region One for provision of free GED classes and other adult education opportunities within the library and authorize the Mayor to execute any related documents. (Staffed by the Library Department) Attachment
- D. Approval of the renewal of the annual Host Agency Agreement with AARP Senior Community Service Employment Program allowing the City of Weslaco to accept participants through a short-term work-training program and authorize the Mayor to execute any documents. (Staffed by Human Resources.) Attachment
- E. Acceptance of a CERT/MRC training trailer from the State of Texas Citizen Corps program awarded to the City of Weslaco Fire Department CERT/MRC community program. (Staffed by Fire Department). Attachment
- F. Acceptance of proposal for financing of Fire Department Ford F-650 brush truck with aftermarket equipment in the amount of \$60,564.12 from Frost Bank Leasing and authorize the Mayor to execute any related documents (Staffed by Finance

Department.) Attachment

- G. Authorization for the solicitation of sealed bids for the purchase of two (2) recycling trailers as recommended by the Recycling Task Force Committee and approve Ordinance 2017-29 authorizing a budget amendment as appropriate and authorize the Mayor to execute any related documents First reading of Ordinance 2017-29. (Staffed by Public Works.)

Attachment

V. APPOINTMENTS

- A. Discussion and consideration to approve Resolution 2017-43 appointing a member to an unexpired term on the Weslaco 100 Centennial Committee and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item June 6, 2017; Staffed by Museum). Attachment

VI. OLD BUSINESS

- A. Discussion and consideration to approve a five (5) year agreement for a Mobile 311 City of Weslaco App with service request functionality and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item June 6, 2017; Staffed by IT Department) Attachment

VII. NEW BUSINESS

- A. Discussion and consideration to approve Ordinance 2017-30 on first and final reading authorizing the issuance of "City of Weslaco, Texas Limited Tax Refunding Bonds, Series 2017", a paying agent/registrar agreement, and an escrow agreement; providing for the sale of such bonds; delegating authority to City representatives to select obligations to be refunded and approve final terms of the bonds, approving all other matters related thereto and authorize the Mayor to execute any related documents. First and Final Reading of Ordinance 2017-30. Possible action. (Staffed by Financial Advisor/Bond Counsel). Attachment

- B. Discussion and consideration after public hearing on behalf of Leonardo Muñoz to approve Ordinance 2017-31 rezoning 113 Adelita Street, also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-31. Possible Action (Staffed by Planning and Code Enforcement). Attachment
- C. Discussion and consideration after public hearing on behalf of Amirta L. Trejo to approve Ordinance 2017-32 rezoning 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-32. Possible Action (Staffed by Planning and Code Enforcement). Attachment
- D. Discussion and consideration to approve the Final Plat for Saint's Plaza Subdivision being a 1.25 acre tract of land out of Farm Tract 109, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located 1,800 feet South of the intersection of Mile 10 North and N. Texas Blvd and authorize the Mayor to execute any related documents. Possible Action (Staffed by Planning and Code Enforcement). Attachment
- E. Discussion and consideration to approve Resolution 2017-49 engaging legal counsel and rate consultants to review the AEP Texas Company's requested approval of an adjustment to its 2018 Energy Efficiency Cost Recovery factor, and authorize the Mayor to execute any related documents. Possible action. (Staffed by the City Managers Office). Attachment
- F. Discussion and consideration on the Weslaco Centennial Celebration proposed schedule of events and activities. Possible action. (Staffed by City Manager's Office). Attachment
- G. Discussion and consideration on Letter of Intent and approval to proceed with Investment Grade Audit with Siemens Industry Inc. for implementation of an energy savings program and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Mangers Office). Attachment
- H. Discussion and consideration to approve the purchase of computers using BuyBoard contract as budgeted in an amount not to exceed \$35,000.00 and authorize the Mayor to execute any related document. Possible action. (Staffed by Information Technology) Attachment
- I. Discussion and consideration to approve an Interlocal Agreement with the City of

Edinburg for a manhole replacement program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

(C) at the discretion of the trier 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 - Review of applications for Associate Municipal Judge and possible selection of a short list of applicants to be interviewed 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. Pending Litigation - Consultation with City Attorney regarding Cause No. C-6090-14-B, Zequiel Montez, Gabriel Montez, Nora Montez, Irma M. Torres and Norma Garcia v. City of Weslaco as authorized by §551.071 of the Texas Government Code
- E. 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.

- F. Economic Development – Consultation with City Attorney regarding amending Development Agreement between City and Weslaco Economic Development Corporation as authorized by §551.087 of The Texas Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 16th day of June, 2017 at 4:00 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:
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Standardized Agenda Request Form

Date of Meeting: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1007	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Elizabeth Walker		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Faron Thebeau, Primera Bautista Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission			
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: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1038
From: Mardoqueo Hinojosa		
Subject: To solicit input on behalf of Leonardo Munoz to rezone 113 Adelita Street, also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District.		
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-1 One Family Dwelling District. Sixteen (16) property owners within 200 feet of the applicant's property were notified by letter on May 26, 2017.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: 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 May 22, 2017.		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval on June 7, 2017.		
Mardoqueo Hinojosa Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Exhibit, Rezone Application		
Responsibilities upon Approval: Staff will advise applicant.		

Rezone Request

R-1 One Family Dwelling District to
R-2 Duplex and Apartment District

Legend

113 Adelita St

Sugarcane Drive

Water Plant

113 Adelita St

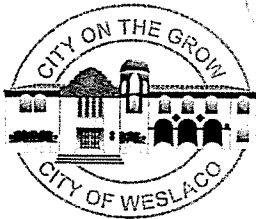
FM
88

Google earth

© 2016 Google

900 ft





APPLICATION FOR REZONING

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

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

FILE NO. REZ17-00008

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 12 Block _____

Subdivision Name Colonia San Francisco

Street Address Adelita

Existing Zoning M R-1 Existing Land Use None

Proposed Zoning MZ R-2 Proposed Land Use Apartments

☒ \$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 Leonardo Munoz Phone 973-0500

Address 3533 Moreland Dr. Fax: _____

City Weslaco State TX Zip Code 78056 E-Mail: leo@trinitymex.com

OWNER

Name Same As Above 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 [Signature] Date 5.9.17

Owner

Signature _____ Date _____

Applicant

Signature _____ Date _____

Authorized Agent

STAFF USE ONLY

Accepted By Ad Payment Received By Ad Date Paid 5/10/17

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

Date _____

P & Z Notice of Public Hearing Published in Newspaper

Date _____

City Commission Notice of Public Hearing Published

Date _____

Presented to P & Z Commission

Date _____

Approved _____ Disapproved _____ Tabled _____

Presented to City Commission

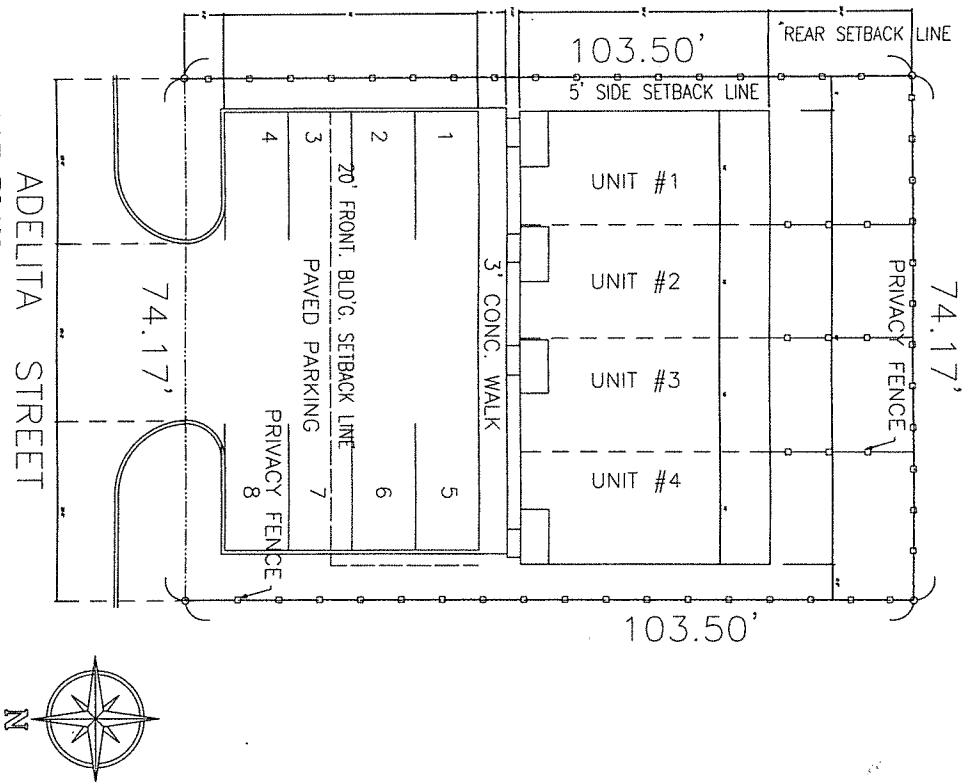
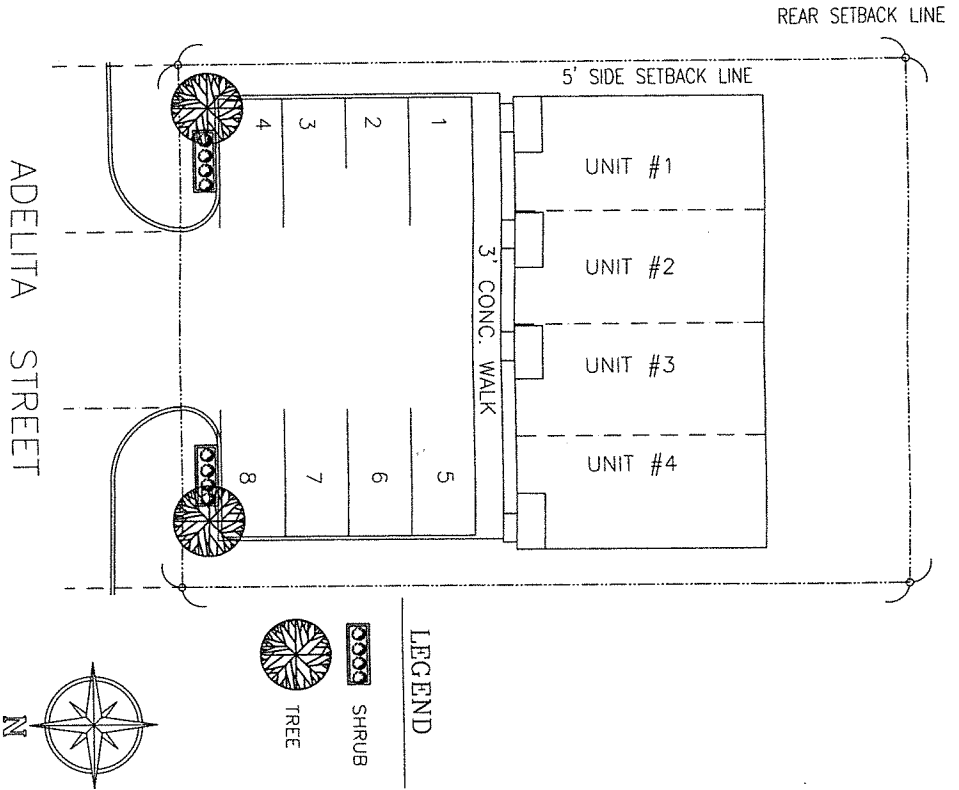
Date _____

Approved _____ Disapproved _____ Tabled _____

Ordinance No. _____

20' ALLEY

20' ALLEY



LOT 12, COLONIA SAN FRANCISCO
DE WESLACO, WESLACO, TX.

ADDELITA STREET
PLOT PLAN

ADELITA APARTMENTS

113 ADELITA , WESLACO

TEXAS

A1.1

PROJECT #: 11314
DATE: 06/01/17
CHECKED BY: JLM
REVISION:

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

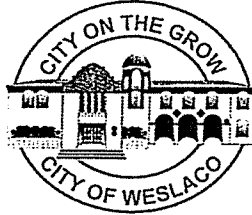
CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 7, 2017 at 5:30 p.m. and the City Commission will also hold a Public Hearing on Tuesday, June 20, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests: Si desea informacion en espanol, llame al departamento de Planeacion de la Ciudad de Weslaco, (956) 447-3401. Amirta L. Trejo is requesting to rezone 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Leonardo Munoz is requesting to rezone 113 Adelita Street also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. 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 June 7, 2017, for the Planning and Zoning Commission and on or before June 20, 2017, for the 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, 05/22/2017

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

May 26, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 7, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, June 20, 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:

Leonardo Munoz is requesting to rezone 113 Adelita Street also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District.

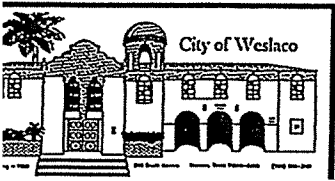
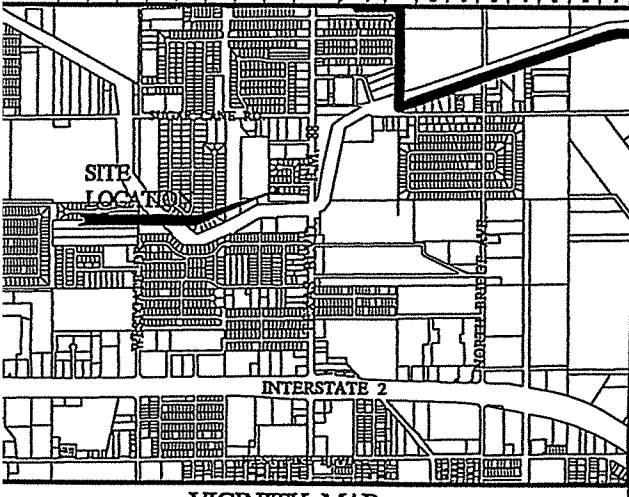
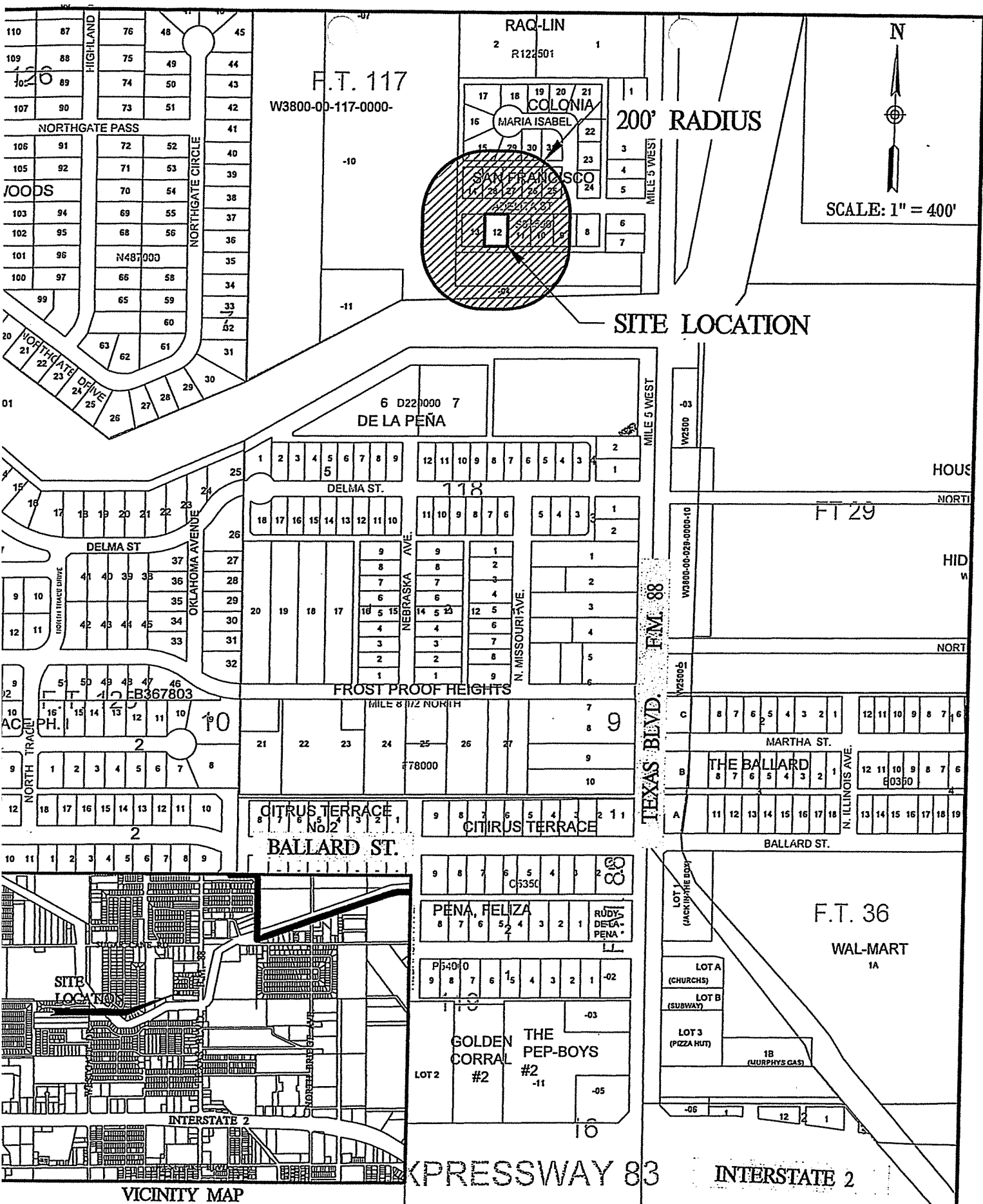
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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



LEONARDO MUNOZ
 113 ADELITA ST.
 LOT 12
 COLONIA SAN FRANCISCO DE WESLACO
 EXIST ZONING: R-1 PROP ZONING: R-2



MAY 22, 2017

DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0009-00 SAN FRANCISCO LT 9 107 ADELITA ST	L: 16041 B: 0
DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0010-00 SAN FRANCISCO LT 10 109 ADELITA ST	L: 16043 B: 0
LARA ELEAZAR & LIANA A B PO BOX 1970 DONNA TX 78537	S0650-00-000-0011-00 SAN FRANCISCO LT 11 111 ADELITA ST	L: 23682 B: 120336
CRUZ ENRIQUE 1102 EDNA ST WESLACO TX 78599	S0650-00-000-0012-00 SAN FRANCISCO LT 12 113 ADELITA ST	L: 16043 B: 0
LF TRINITY DEVELOPMENT GROUP 3533 MORELAND DR STE A WESLACO TX 78596	S0650-00-000-0013-00 SAN FRANCISCO LT 13 115 ADELITA ST	L: 16043 B: 143948
PENA BENIGNO 4793 W EXPRESSWAY 83 HARLINGEN TX 78552	S0650-00-000-0014-00 SAN FRANCISCO LOT 14 116 ADELITA ST	L: 13306 B: 20844
LEOS NORA 1914 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0015-00 SAN FRANCISCO LT 15 1914 MARIA ISABEL DR	L: 14553 B: 106015
DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0025-00 SAN FRANCISCO LT 25 108 ADELITA ST	L: 13306 B: 0
GONZALEZ JUAN & NELDA 3308 ROSEWOOD DR WESLACO TX 78599	S0650-00-000-0026-00 SAN FRANCISCO LT 26 110 ADELITA ST	L: 13306 B: 0
GARCIA NELDA 112 ADELITA ST WESLACO TX 78599	S0650-00-000-0027-00 SAN FRANCISCO LT 27 112 W ADELITA ST	L: 13306 B: 77893
GARCIA NELDA 112 ADELITA ST WESLACO TX 78599	S0650-00-000-0028-00 SAN FRANCISCO LT 28 0	L: 13306 B: 107665
RODRIGUEZ RENE 500 E LOS TORRITOS ST WESLACO TX 78596	S0650-00-000-0029-00 SAN FRANCISCO LT 29 1912 MARIA ISABEL DR	L: 14553 B: 0

City of Weslaco Code Enforcement Dept.

MAY 22, 2017

RODRIGUEZ EDUARDO E & EMMA L	S0650-00-000-0030-00	L: 13306
1910 MARIA ISABEL DR	SAN FRANCISCO LT 30	B: 30264
WESLACO TX 78599	1910 MARIA ISABEL DR	
SALAS MARIA DEL CARMEN & JESUS	S0650-00-000-0031-00	L: 13929
1908 MARIA ISABEL DR	SAN FRANCISCO LT 31	B: 23524
WESLACO TX 78599	1908 MARIA ISABEL DR	
WILSON STEVE R & ELSA A	W3800-00-117-0000-04	L: 191252
301 W STEVE DR	WEST TRACT S108'- E660' FT 117 C	B: 33098
WESLACO TX 78599	COUNTRYSIDE M/H PARK 1.64 AC GR 1	
	118 W STEVE DR	
WILSON FAMILY TRUST	W3800-00-117-0000-10	L: 0
121 W SUGAR CANE DR	WEST TRACT E10.18AC-W22.82AC FT	B: 0
WESLACO TX 78599	117 10.18AC	
	0 FM 88	



Standardized Agenda Request Form

Date of Meeting: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1040
From: Mardoqueo Hinojosa		
Subject: To solicit input on behalf of Amirta L. Trejo to rezone 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District.		
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on May 26, 2017.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: 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 May 22, 2017.		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on June 7, 2017.		
Mardoqueo Hinojosa Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Exhibit, Rezone Application		
Responsibilities upon Approval: Staff will advise applicant.		

Rezone Request

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

Legend

724 N Padre Ave
Commercial Dr

Interstate 2

DOLORES - HUERTA

Pike Boulevard

UTAH - AVE

PADRE - AVE

TIO - AVE

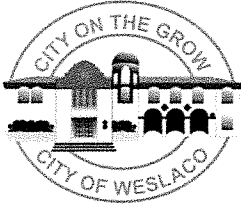
724 N Padre Ave

Google earth

© 2016 Google

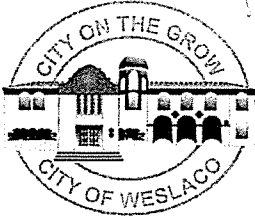
700 ft





Planning & Zoning Commission Standardized Agenda Request Form

Date of Meeting: June 7, 2017	Agenda Item No. (to be assigned by PCE): II. A.
From: Mardoqueo Hinojosa, P.E., Planning Director/City Engineer, on behalf of Amirta L. Trejo.	
Subject/Agenda Item: Discussion and consideration to rezone 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District.	
Discussion/Overview: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on May 22, 2017. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on May 26, 2017.	
Staff recommendation for Commission's Action: Staff recommends approval.	
Additional Action Prompted: ☒ Mayor's Signature ☒ Public Hearing ☐ Budget Amendment ☐ Resolution ☒ Ordinance – First Reading ☒ Ordinance – Final Reading	
Advisory Review, (if any): (name of board/committee, date of action, recommendation): N/A	
If item previously considered, provide date and action by Commission: N/A	
Attachments,(if any): Application for Rezone with attachments.	
Responsibilities upon Commission's Action: Planning 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. REZ17-00007

RECEIVED

MAY 05 2017

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 24 Block 3

Planning & Zoning Dept.

Subdivision Name El Texano

Street Address 724 N. Padre Ave. Weslaco, TX 78596

Existing Zoning vacant Existing Land Use R-1

Proposed Zoning _____ Proposed Land Use ~~R-1~~ B1

☒ \$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 Amirita L. Trejo Phone 956 332-4695

Address 321 Samoa Dr Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: amirita.33@att.net

OWNER

Name Same 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 [Signature] Date 5-5-17
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

CITY OF WESLACO

956-968-3181

***** R E P R I N T R E C E I P T *****

REC#: 02254174 5/05/2017 1:57 PM

OPER: KArev TERM: 036

REF#:

PAID BY:

TRAN: 235.1000 PROCESSING FEE

2117

01 -400-3200

PROCESSING FEE-ONLI 5.00CR

TRAN: 204.0000 REZONING APPL FEE

2117

01 -400-1027

REZONING APPLICATIO 300.00CR

TENDERED: 320.00 CASH

APPLIED: 305.00-

255 S. KANSAS AVE ■ WESLACO, TEXAS

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

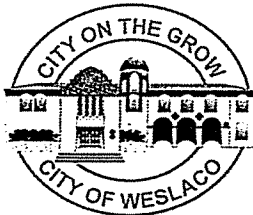
CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 7, 2017 at 5:30 p.m. and the City Commission will also hold a Public Hearing on Tuesday, June 20, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests: Si desea informacion en espanol, llame al departamento de Planeacion de la Ciudad de Weslaco, (956) 447-3401. Amirta L. Trejo is requesting to rezone 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Leonardo Munoz is requesting to rezone 113 Adelita Street also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. 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 June 7, 2017, for the Planning and Zoning Commission and on or before June 20, 2017, for the 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, 05/22/2017

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

May 26, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 7, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, June 20, 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:

Amirta L. Trejo is requesting to rezone 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, 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,

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

MH/mh

City of Weslaco Code Enforcement Dept.

MAY 22, 2017

PALOMO GABRIEL 509 COUNTRY LN WESLACO TX 78596	E4900-00-002-0001-00 EL TEXANO BLK 2 LT 1 1404 N TIO AVE	L: 28311 B: 0
LEIJA MARY LOU ET AL OLIVIA O GARZA 717 N NEVEDA AVE WESLACO TX 78596	E4900-00-003-0001-00 EL TEXANO BLK 3 LTS 1-4 717 N NEVADA AVE	L: 73589 B: 26177
PALOMO CESAR 715 N NEVADA AVE WESLACO TX 78596	E4900-00-003-0005-00 EL TEXANO BLK 3 LT 5 715 N NEVADA AVE	L: 18750 B: 25670
ALANIZ, OVERLIN 711 N NEVADA AVE WESLACO TX 78596-5007	E4900-00-003-0006-00 EL TEXANO BLK 3 LT 6 711 N NEVADA AVE	L: 15313 B: 0
CAVAZOS MIGUEL P 712 N PADRE AVE WESLACO TX 78596	E4900-00-003-0019-00 EL TEXANO LT 19 & 20 BLK 3 712 N PADRE AVE	L: 37500 B: 50985
LEAL GUADALUPE 716 N PADRE AVE WESLACO TX 78596	E4900-00-003-0021-00 EL TEXANO BLK 3 LT 21 716 N PADRE AVE	L: 18750 B: 21293
RIVERA GUADALUPE V I 716 N PADRE AVE WESLACO TX 78596	E4900-00-003-0022-00 EL TEXANO BLK 3 LT 22 716 N PADRE AVE	L: 18750 B: 1921
CASTILLO ROSA ELENA 720 N PADRE AVE WESLACO TX 78596	E4900-00-003-0023-00 EL TEXANO LOT 23 BLK 3 720 N PADRE AVE	L: 18750 B: 23233
SALINAS OSCAR 7728 VILLA RAMA SOUTH ST MISSION TX 78572	E4900-00-003-0024-00 EL TEXANO BLK 3 LT 24 722 N PADRE AVE	L: 18750 B: 0
TREJO ANTONIO & AMIRTA 321 SAMOA DR WESLACO TX 78599	E4900-00-004-0001-00 EL TEXANO BLK 4 LTS 1 & 2 723 N PADRE AVE	L: 37500 B: 51852
MARTINEZ MARGARITO & SULEMA 717 N PADRE AVE WESLACO TX 78596	E4900-00-004-0003-00 EL TEXANO BLK 4 LTS 3 & 4 717 N PADRE AVE	L: 37500 B: 27694
VILLEZCAS SILVIA IRENE ET AL 715 N PADRE AVE WESLACO TX 78596	E4900-00-004-0005-00 EL TEXANO BLK 4 LT 5 715 N PADRE AVE	L: 18750 B: 13282

City of Weslaco Code Enforcement Dept.

MAY 22, 2017

MORIN MIGUEL A 713 N PADRE AVE WESLACO TX 78596	E4900-00-004-0006-00 EL TEXANO BLK 4 LT 6 713 N PADRE AVE	L: 18750 B: 18730
SOLIS HECTOR & LEONOR C 203 W LIVE OAK DR WESLACO TX 78596	E4900-00-004-0022-00 EL TEXANO BLK 4 LOT 22 718 N UTAH AVE	L: 14700 B: 55722
GONZALEZ FELICITAS CAMARILLO 720 N UTAH AVE WESLACO TX 78596	E4900-00-004-0023-00 EL TEXANO BLK 4 LT 23 720 N UTAH AVE	L: 18000 B: 16950
IGLESIA DE DIOS PENTECOSTAL MOVIMIENTO INTERNACIONAL PO BOX 431722 HOUSTON TX 77243	E4900-00-004-0024-00 EL TEXANO LOT 24 BLK 4 722 N UTAH AVE	L: 18000 B: 70237
MCALLEN ROBERT A 1114-A S WESTGATE DR WESLACO TX 78596	W3800-00-041-0000-00 WEST TRACT 0.69AC BEING AN IRR T R-E180.10'-W773.25'-S216.49' FT 1421 E PIKE BLVD	L: 135254 B: 230541
DOS LOGISTICS INC 1002 E EXPRESSWAY 83 WESLACO TX 78596	W3800-00-041-0000-01 WEST TRACT AN IRR TR W140.27'-E2 90.40'-S387.48' FT 41 1.15AC 1.0 1002 E EXPRWY 83	L: 209093 B: 396269
MORAN RAFAEL SR & CATALINA 1000 E EXPRESSWAY 83 WESLACO TX 78596	W3800-00-041-0000-02 WEST TRACT 0.86AC-W5.223AC-S10AC FT 41 1000 E EXPRWY 83	L: 168575 B: 107495
RIOS ROLANDO 2370 N EXPRESSWAY STE 1238 BROWNSVILLE TX 78521-1206	W3800-00-041-0000-04 WEST TRACT 1.36AC BEING AN IRR T R-W195'- S425.77' EXC W132.75'-S 1 E EXPRWY 83	L: 265639 B: 0
TEXAS HEALTH CARE MOBILE 2302 E 12TH ST WESLACO TX 78596	W3800-00-041-0000-06 WEST TRACT AN IRR TR E162.48'- W 593.15'- S323.94' FT 41 1.04AC N 1416 E BUS HWY 83	L: 201901 B: 181926



Standardized Agenda Request Form

Date of Meeting: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1012
From:		
Subject: Approval of the Minutes of the Regular Meeting on June 6, 2017 (Staffed by City Secretary's Office.) Attachment		
Background: Record of commission action for the regular meetings of June 6, 2017. (Staffed by the City Secretary's Office)		
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: Approval		
Attachments, if any: 17-06-06 minutes		
Responsibilities upon Approval: Execute and retain		



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JUNE 6, 2017**

On Tuesday, June 6, 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	Richard Hinojosa, Alternate

Also present: Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Jose Pena, Information Technology Director; Pete Garcia, Public Works Director; Chris Sanchez, Fire Marshal; Robert Lopez, Police Captain; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Arnold Becho, Library Director; Andrew Munoz, Airport Director; 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, June 2, 2017.

B. Invocation.

Pastor Howard Bloomquist, Chaplain for Weslaco Police Department, led in the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

There were none.

E. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting perfect attendance with the arrival of Commissioner Noriega at 5:55 p.m. and a quorum present.

II. PUBLIC COMMENTS

There were no public 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 Regular Meeting on May 16, 2017 (Staffed by City Secretary's Office.)

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

1) 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 held May 16, 2017; staffed by Planning and Code Enforcement Department.)

2) Ordinance 2017-25 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. (First reading held May 16, 2017; Staffed by the Finance Department.)

3) 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 held May 16, 2017; Staffed by Planning and Code Enforcement Department.)

C. Approval of the participation by the Mayor Joe V. Sánchez Public Library in the South Texas Literacy Coalition free book distribution program, to accept books at no charge, and to coordinate book distribution events. (Staffed by the Library Department.)

D. Approval of a renewal of a Professional Services Agreement for City Prosecutor with the Law Office of Justino "J.R." Garza and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.)

E. Approval of Memorandum of Understanding with Hidalgo County Sheriff's Office and the City of Weslaco Fire/EMS Department for Clinical EMS operational training under the Higher Education Program. (Staffed by Fire Department.)

F. Approval of the Interlocal Cooperation Agreement with the Lower Rio Grande Valley Development Council for the FY2016 Mid Valley Consolidated Interoperable Communications Center Project and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)

G. Approval of the request by the Boys and Girls Club of Weslaco Inc. to utilize the tennis courts and park pavilion #24 during the summer program at no cost. (Requested by Boys and Girls Club of Weslaco, Inc.)

H. Approval of a renewal of an Interlocal Cooperation Agreement with Hidalgo County (Precinct 1) to assist each other in mutual projects and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

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

For the record, the following are the ordinances:

ORDINANCE NO. 2017-23

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 2nd day of May, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day of June, 2017.

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 6th day of June, 2017.

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 6th day of June, 2017.

CITY OF WESLACO
/s/David Suarez, Mayor

ATTEST:

/s/Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:

/s/Juan E. Gonzalez, City Attorney

IV. APPOINTMENTS

A. Discussion and consideration to approve Resolutions 2017-45 and 2017-46 appointing two members to unexpired terms to the Weslaco Hotel Occupancy Tax Advisory Committee and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item March 21, 2017; Staffed by Finance Department.)

Mayor Pro-Tem Tafolla, seconded by Commissioner Kerr, moved to approve Resolutions 2017-45 and 2017-46 appointing Roberto Palomares and Omar Rodriguez respectively to unexpired terms to the Weslaco Hotel Occupancy Tax Advisory Committee as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the following are the resolutions:

RESOLUTION NO. 2017-45

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE HOTEL OCCUPANCY TAX ADVISORY COMMITTEE

WHEREAS, the City of Weslaco has established the Hotel Occupancy Tax Advisory Committee pursuant to Ordinance 2015-09; and

WHEREAS, the term of one member on the Hotel Occupancy Tax Advisory Committee is for three (3) years; and

WHEREAS, The Hotel Occupancy Tax Advisory Committee's board members shall serve staggered terms without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Roberto Palomares is appointed to a term as a member of the Hotel Occupancy Tax Advisory Committee that will expire not later than the 7th day of April, 2018.

PASSED AND APPROVED on this 6th day of June, 2017.

RESOLUTION NO. 2017-46

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE HOTEL OCCUPANCY TAX ADVISORY COMMITTEE

WHEREAS, the City of Weslaco has established the Hotel Occupancy Tax Advisory Committee pursuant to Ordinance 2015-09; and

WHEREAS, the term of one member on the Hotel Occupancy Tax Advisory Committee is for three (3) years; and

WHEREAS, The Hotel Occupancy Tax Advisory Committee's board members shall serve staggered terms without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Omar Rodriguez is appointed to an unexpired term as a member of the Hotel Occupancy Tax Advisory Committee that will expire not later than the 7th day of April, 2018.

PASSED AND APPROVED on this 6th day of June, 2017.

CITY OF WESLACO
/s/David Suarez, Mayor

ATTEST:
/s/Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:
/s/Juan E. Gonzalez, City Attorney

B. Discussion and consideration to accept the resignation of Jim Chapman and approve Resolution 2017-43 appointing one member to that unexpired term on the Weslaco 100 Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Museum.)

Mayor Pro-Tem Tafolla moved to appoint Edward Mejia. Motion failed for lack of second.

Commissioner Kerr, seconded by Commissioner Lopez, moved to accept the resignation of Jim Chapman as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve Resolution 2017-47 appointing one member to an expired term on the Planning and Zoning Commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve Resolution 2017-47 reappointing Randy Summers on the Planning and Zoning Commission. The motion carried unanimously; Mayor Suarez was present and voting.

Commissioner Muñoz, seconded by Commissioner Lopez, moved the appointment is with exception to serve concurrently on the Mid Valley Airport Advisory Board as presented. Mayor Suarez noted such for the record.

For the record, the following is the resolution:

RESOLUTION NO. 2017-47

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE PLANNING AND ZONING COMMISSION BOARD.

WHEREAS, the City of Weslaco created and established the Planning and Zoning Commission Board pursuant to Subsection 2-36 of Ordinance No. 291, as codified in the City of Weslaco Code of Ordinances.

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

WHEREAS, the Planning and Zoning Commission Board members shall serve without compensation and unlimited terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Randy Summers is appointed to serve on the Planning and Zoning Commission Board and your term will expire on 7th day of July, 2020.

PASSED AND APPROVED on this 6th day of June, 2017.

CITY OF WESLACO
/s/David Suarez, Mayor

ATTEST:
/s/Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:
/s/Juan E. Gonzalez, City Attorney

V. OLD BUSINESS

A. 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. (This item was tabled May 16, 2017; Staffed by Finance Department.)

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

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

Mary Barrera, Finance Director, stated respondents were evaluated by the City Commission as review committee, ranked as follows: 1) ROFA; 2) EGV; 3) Brown, followed by the firms Gignac, Alvarado, Negrete, Milnet and Guzman.

Mayor Pro-Tem Tafolla, seconded by Commissioner Muñoz, moved to select ROFA, EGV and Alvarado Architectural Engineering Designs firms for interviews. The motion carried unanimously; Mayor Suarez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration to accept the Trails Master Plan for the City of Weslaco as presented and approve top three priorities in the plan. Possible action. (Staffed by Parks and Recreation Department.)

Sally Galvik, Consultant, presented the Trail Master Plan stating the goal was to create a seamless transportation alternative plan for the community focusing on the following: establish citywide trails, both North and South sides of town; create trails spurs to connect parks; develop design standards; add bike lanes to new or re-built streets; and educate the community about trails development and etiquette. Ms. Galvik recommended the following as top priorities: 1) develop trails between Valley Nature Center and Frontera Audubon; 2) use city owned drainage canals South of Interstate-2; and 3) develop trails along canals between Alamo and Mercedes. These are eligible for grant funding. Staff and the Parks Board recommend approval.

Commissioner Kerr, seconded by Commissioner Lopez, moved to accept the Trails Master Plan for the City of Weslaco and approve the top three priorities in the plan as presented. The motion carried unanimously; Mayor Suarez was present and voting

B. Discussion and consideration to select a buyboard vendor to construct a Splash Pad at Isaac Rodriguez Park located at 1200 E. 6th Street. Possible action. (Staffed by Parks and Recreation Department.)

David Arce, Parks Director, stated two vendors submitted proposals. Kraftsman proposed 1,100 square feet of a splash park for \$152,000.00; Park Palace (Raindrop Projects) proposed two plans, one a 2,000 square feet contemporary theme splash park for \$155,000.00 and the other for a 1,600 square feet baseball theme splash pad park for \$165,000.00. Budgeted amount for the project is \$255,000.00. Staff and Parks Board Committee recommend approval of the contemporary design proposal submitted by Park Palace. The City Manager stated if successful staff will look at proposing a splash pad project for the north side.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to award Buyboard vendor Park Place for the Contemporary Design proposal in the amount of \$155,000.00 to construct a Splash Pad at Isaac Rodriguez Park as presented. The motion carried unanimously; Mayor Suarez was present and voting

C. Discussion and consideration to approve Resolution 2017-44 authorizing designated individuals as signatories on certain legal financial documents with Plains Capital Bank to invest \$240,000.00 of the Marion Booth Endowment funds into a 13 month CD at Plains Capital Bank and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library Department.)

Mary Barrera stated the Library Board and staff recommend approval authorizing City Manager, Finance Director, and Assistant Finance Director the authority to open and close the Certificate of Deposit (CD) to improve investment funds of the Marion Booth Endowment funds. Plains Capital offered the best rate of 1.16% for a thirteen-month term.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve Resolution 2017-44 authorizing designated individuals as signatories on certain legal financial documents with Plains Capital Bank to invest \$240,000.00 of the Marion Booth Endowment funds into a 13-month CD at Plains Capital Bank as presented. The motion carried unanimously; Mayor Suarez was present and voting

For the record, the following is the resolution:

RESOLUTION NO. 2017-44

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF WESLACO

RESOLUTION AUTHORIZING MEMBERS OF STAFF AS SIGNATORIES
ON CERTAIN LEGAL FINANCIAL DOCUMENTS
FOR THE CITY OF WESLACO

1. I, Elizabeth M. Walker, certify that I am the City Secretary of The City of Weslaco, organized under the laws of Texas, Federal Employer ID Number 74-6002544, engaged in Municipal business under the name of the City of

Weslaco, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on June 6, 2017. This resolution appears in the minutes of this meeting and has not been rescinded or modified.

2. Be it Resolved that,

(a) Plains Capital Bank is designated as a depository for the funds of the City of Weslaco.

(b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.

(c) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Weslaco with this financial institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

(d) Any of the persons named below, so long as they act in a representative capacity as agents of the City of Weslaco, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this financial institution, concerning funds deposited in this financial institution, moneys borrowed from this financial institution or any other business transacted by and between the City of Weslaco and this financial institution subject to any restrictions stated below.

(e) Any and all prior resolutions adopted by the City Commission of the City of Weslaco and certified to this Financial Institution as governing the operations of the City of Weslaco's account(s), are in full force and effect, unless supplemented or modified by this authorization.

(f) The City of Weslaco agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the City of Weslaco, and authorizes the financial institution named above, at anytime, to charge the City of Weslaco for all checks, drafts, or other orders, for the payment of money, that are properly drawn on this financial institution, and contain the required number of signatures for this purpose.

3. The officials designated below are authorized to conduct business as indicated:

	Name and Title	Signature
(A)	Mike R. Perez, City Manager	
(B)	Maria Barrera, Finance Director	
(C)	Sonia Flores, Assistant Finance Director	

Indicate A, B, and C

A – C (1) Exercise all of the powers listed (2) through (9)

A – C (2) Open any deposit or checking account(s) in the name of the City of Weslaco

A – C (3) Endorse checks and orders for the payment of money and withdraw funds on deposit with this financial institution.

Number of authorized signatures required for this purpose 2.

Number of authorized signatures required for payroll purpose 1.

A – C (4) Open any certificate of deposit account and withdraw or transfer funds from the certificate of deposit on deposit with this financial institution.

Number of authorized signatures required for this purpose 2.

A – C (5) Transfer funds from operations account to the payroll account, investment account or paying agent approved by City Commission by telefax or other electronic means.

Number of authorized signatures required for this purpose 1.

A – C (6) Borrow money on behalf and in the name of the City of Weslaco executes and delivers promissory notes or other evidences of indebtedness.

Number of authorized signatures required for this purpose 2.

A – C (7) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the City of Weslaco as security for sums borrowed and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.

Number of authorized signatures required for this purpose 1.

A – C (8) Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this financial institution.

Number of authorized signatures required to gain access and to terminate the lease 1.

A – C, (9) Authorized to make inquiries as to status, account balance pertaining to the City of Weslaco.

4. I further certify that the City Commission of the City of Weslaco has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the power granted to the persons named who have full power and lawful authority to exercise the same.

In Witness, Whereof, I have hereunto subscribed my name and affixed the seal of this Corporation on June 6, 2017.

CITY OF WESLACO
/s/David Suarez, Mayor

ATTEST:
/s/Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:
/s/Juan E. Gonzalez, City Attorney

D. Discussion and consideration to approve Resolution 2017-48 revising the City's Fund Balance Policy to conform with GASB 54 requirements and authorize the Mayor to execute any related documents. Possible action (Staffed by Finance Department).

Mary Barrera recommend approval of the resolution stating the city was already in compliance with the Governmental Accounting Standards for the Comprehensive Annual Financial Report and adoption of the revised fund balance policy will demonstrate such compliance.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to approve Resolution 2017-48 revising the City's Fund Balance Policy to conform with GASB 54 requirements as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the following is the resolution:

RESOLUTION NO. 2017-48

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS APPROVING THE ADOPTION OF GASB 54 STANDARDS AND APPLICATIONS; AND APPROVING A FUND BALANCE POLICY FOR THE CITY

WHEREAS, the Governmental Accounting Standards Board (GASB), has issued its Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, with the intent of improving financial reporting by providing fund balance categories that will be more easily understood; and

WHEREAS, the City Commission of the City of Weslaco has considered a “Comprehensive Fund Balance Policy” (A), which outlines the policy and procedures enacted to accurately categorize and report fund balance in the General Fund; and

WHEREAS, the policy entitled, “Comprehensive Fund Balance Policy,” provides that the City Commission may commit General Fund balance for specific purposes by taking formal action and these committed amounts cannot be used for any other purpose unless the City Commission removes or changes the specific use through the same formal action taken to establish the commitment; and

WHEREAS, this policy delegates to the City Manager and Finance Director the authority to assign unrestricted fund balance amounts where the City’s intent is for those amounts to be used for specific purposes. This delegation of authority is for the sole purpose of reporting these amounts in the annual financial statements.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weslaco, Texas approves the attached Fund Balance Policy for compliance with Governmental Accounting Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type definitions.

APPROVED AND ADOPTED by the City Commission of the City of Weslaco, Texas at a regular meeting held on the 6th day of June, 2017.

CITY OF WESLACO
/s/David Suarez, Mayor

ATTEST:
/s/Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:
/s/Juan E. Gonzalez, City Attorney

E. Discussion and consideration to approve Ordinance 2017-27 renaming a portion of West Hidalgo Street located to the North of Cavazos Park between South Palmas Street and South Cedro Street to be hereby known as Cavazos Street. First Reading of Ordinance 2017-27. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa, City Engineer/Planning Director recommended approval as requested by 911 services to minimize confusion as both North and South of Cavazos Park streets are named Hidalgo. No home addresses will be affected.

Commissioner Kerr, seconded by Mayor Pro-Tem Tafolla, moved to approve Ordinance 2017-27 renaming a portion of West Hidalgo Street located to the North of Cavazos Park between South Palmas Street and South Cedro Street to be hereby known as Cavazos Street as presented. The motion carried unanimously; Mayor Suarez was present and voting

F. Discussion and consideration to approve Ordinance 2017-28 amending Ordinance 2008-38 for the rezone of 115 Adelita Street, Lot 13, Colonia de San Francisco from an R-1 One Family Dwelling District to an R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-28. Possible action. (Staffed by Planning and Code Enforcement Department.)

For the record, Commissioner Muñoz abstained from vote and discussion and filed a conflict disclosure statement.

Mardoqueo Hinojosa stated the original intent when the ordinance was approved was to rezone Lot 13 and a typographical indicated Lot 15 instead of Lot 13. The ordinance will correct this and staff recommends approval.

Mayor Pro-Tem Tafolla, seconded by Commissioner Kerr, moved to approve Ordinance 2017-28 amending Ordinance 2008-38 for the rezone of 115 Adelita Street, Lot 13, Colonia de San Francisco from an R-1 One Family Dwelling District to an R-2 Duplex and Apartment District as presented. The motion carried; Commissioner Muñoz abstained; Mayor Suarez was present and voting.

G. Discussion and consideration to approve a five (5) year agreement with Accela for a Mobile 311 City of Weslaco App with service request functionality and authorize the Mayor to execute any related documents. Possible action. (Staffed by IT Department.)

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

The City Manager recommended no action.

There was no action on this item.

H. Discussion and consideration to amend the City of Weslaco Travel Policy. Possible action. (Staffed by Human Resources.)

The City Manager recommend approval to amend the travel policy as requested by Human Resources. The amended policy adjusts the per diem to increase by \$5.00 for in-state and \$10.00 for out of state travel for meal allowance.

Commissioner Kerr, seconded by Commissioner Lopez, moved to amend the City of Weslaco Travel Policy as presented. The motion carried unanimously; Mayor Suarez was present and voting

I. Discussion and consideration to cancel or reschedule the regular meeting of the Weslaco City Commission on July 4, 2017. Possible action. (Staffed by City Secretary's Office.)

The City Secretary noted the Charter requires one meeting per month; the Commission may reschedule the first meeting, as it falls on a holiday, or cancel and rely on the second meeting to satisfy the Charter requirement.

Commissioner Kerr, seconded by Mayor Pro-Tem Tafolla, moved to cancel the July 4, 2017 Weslaco City Commission Regular meeting. The motion carried unanimously; Mayor Suarez was present and voting.

VII. REPORTS

A. Report by Weslaco Area Chamber of Commerce.

Doug Croft, Chamber Director, reported on the upcoming ribbon cutting at the Mid Valley Airport scheduled for June 9, promoting the event through digital and social media advertising.

B. Report by Economic Development Corporation of Weslaco.

Marie McDermott, EDC Director, reported 30 vendors, 3 bands, and 2 comedians will be at the 4th of July event. City representatives attended the ICSC Recon conference, meeting with developers and retail prospects. The EDC is collecting postcards through the end of this month to assist in attracting Jason's Deli and Red Lobster; summary leads have 55 prospects and to date 9 projects of wins that create 280 jobs.

C. Report by Severn Trent.

George Quilantan, Project Manager, reported 10 lift stations have only one functional pumps; there is a total of fifty-one lift stations with forty-seven functioning.

D. Report by Parks and Recreation Department.

David Arce reported on improvements for the records room; Boys and Girls Club irrigation water recycling and Gibson Park pool is open.

E. Report by Planning and Code Enforcement.

Mardoqueo Hinojosa reported Lift Station 37 plans are 80% complete. Engineering is also working on plans for the manhole on Dolores Huerta and Isaac Rodriguez park improvements. The detention pond and drainage project on Sugarcane has begun with a 45 days' project time.

F. Report by Public Works.

Pete Garcia reported forty-three weedy lots mowed; paving completed for Indiana Avenue and Los Arcos Circle, sealed and striped parking lot at the Public Works facility; replaced fire hydrant on Polanco & Missouri Avenue; and Jet-combo trailer was received.

G. Report by Airport on Hazard Zoning Ordinance.

Andrew Munoz reported working on industrial park expansion property to the North to protect future air space, minimize noise disruptions, reduce liability, acquire additional irrigation and easements and reported on the ribbon cutting scheduled Friday at 9:30 a.m. with fly-in events Saturday 8 a.m. – 2 p.m.

VIII. EXECUTIVE SESSION

At 7:09 p.m. Commissioner Kerr, seconded by Mayor Pro-Tem Tafolla, moved the regular meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:06 p.m. Mayor Suarez announced the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

There was no action on this item.

B. Personnel - Discussion regarding the Notice of Appeal from Gilbert Luna 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. Pending Litigation - Consultation with City Attorney regarding Alejandro Romero as authorized by §551.071 of the Texas Government Code.

There was no action on this item.

E. 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.

The Mayor abstained from vote and discussion and filed a conflict disclosure statement.

Commissioner Kerr, seconded by Commissioner Lopez, moved to authorize the City Manager to proceed as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

X. ADJOURNMENT

Commissioner Kerr, seconded by Mayor Pro-Tem Tafolla, moved to adjourn at 8:02 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: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1017	
From: Mardoqueo Hinojosa			
Subject: Ordinance 2017-27 renaming a portion of West Hidalgo Street located to the North of Cavazos Park between South Palmas Street and South Cedro Street to be hereby known as Cavazos Street. (First reading of Ordinance 2017-27 was held on June 6, 2017; staffed by Planning and Code Enforcement Department.)			
Background: The LRGVDC 911 addressing division has requested that the City rename the portion of West Hidalgo Street since there is currently a West Hidalgo Street located to the North and South sides of Cavazos Park. When a duplicate street name existing within the same address range there is a safety concern for residence as the duplication could lead to confusion for emergency personnel, which may cause a delay in response time.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Exhibit, Ordinance 2017-27			
Responsibilities upon Approval:			

Staff will record the change of the street name with Hidalgo County Land Records and send notice to the LRGVDC 911 Addressing Division.

Renaming Hidalgo Street

Creation of Cavazos Street

Legend

 Cavazos Park

Hidalgo Street

Cavazos Street

 Cavazos Park

Hidalgo Street

Hidalgo Street

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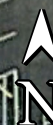
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Google earth

Lower Rio Grande
Development Council

© 2016 Google

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ORDINANCE 2017-27

AN ORDINANCE TO RENAME A PORTION OF WEST HIDALGO STREET LOCATED TO THE NORTH OF CAVAZOS PARK BETWEEN SOUTH PALMAS STREET AND SOUTH CEDRO STREET HEREBY KNOWN AS CAVAZOS STREET, WESLACO, HIDALGO COUNTY, TEXAS; 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. To rename a portion of West Hidalgo Street located to the North of Cavazos Park between South Palmas Street and South Cedro Street hereby known as Cavazos 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 6th day of June, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 20th day of June, 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: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1018
From: Mardoqueo Hinojosa		
Subject: Ordinance 2017-28 amending Ordinance 2008-38 for the rezone of 115 Adelita Street, Lot 13, Colonia de San Francisco from an R-1 One Family Dwelling District to an R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading of Ordinance 2017-28 was held June 6, 2017; Staffed by Planning and Code Enforcement Department.)		
Background: In 2008, Ordinance 2008-38 was adopted to rezone Lot 15 from an R-1 One Family Dwelling District to an R-2 Duplex and Apartment District. The application and intent was to rezone Lot 13, as shown on the attached 2008 application. Ordinance 2017-28 will correct ordinance.		
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: City Commission for Second Reading on November 18, 2008		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning Commission approved at the October 15, 2008 meeting.		
Aida Vega Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends approval		
Attachments, if any: Application and Supplements, Ordinance 2017-28		
Responsibilities upon Approval: Staff will notify current property owner and correct the existing land use map.		

CITY OF WESLACO

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COMMISSION MEETING DATE: NOVEMBER 4, 2008

AGENDA ITEM: Discussion and consideration of the to change the zoning district at 115 Adelita Street, Weslaco, Texas, also being Lot 15, Colonia de San Francisco, from "R-1 Single Family Dwelling" to "R-2 Duplex and Apartment District"

DATE SUBMITTED: October 17, 2008

REQUESTED BY: Roberto Sifuentes

NATURE OF REQUEST: (Summary) Attachments: X Yes No

The petitioner is requesting to rezone the property to R-2 Duplex and Apartment District". The property to the south and west are zoned "R-2". All the other surrounding properties are zoned "R-1". This subdivision already has 9 lots that are zoned "R-2" and have apartments.

POLICY AFFECTED: Notice of the application and the public hearing before the Planning and Zoning Commission and the City Commission appeared in The Monitor on September 29, 2008. Thirteen (13) property owners within 200' of the applicant's property were notified by letter on October 1, 2008.

ALTERNATE OPTION: The City could deny the request.

ROUTING:

NAME/TITLE

a) Adrian Torres, Senior Planner

b) Anthony Covacevich, City Manager

INITIALS

AT

DATE

17 Oct 08

ADVISORY BOARD RECOMMENDATION: On October 15, 2008, the Planning and Zoning Commission voted to recommend approval of the zoning change.

STAFF RECOMMENDED: Staff recommends approval.

ORDINANCE NO. 2008-38

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF LOT 15, COLONIA DE SAN FRANCISCO, LOCATED AT 115 ADELITA STREET, FROM "R-1" ONE FAMILY DWELLING DISTRICT TO "R-2" DUPLEX AND APARTMENT DISTRICT ZONING.

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

SECTION I: Rezone of Lot 15, Colonia de San Francisco, located at 115 Adelita Street, from "R-1" One Family Dwelling District to "R-2" Duplex and Apartment District Zoning.

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

PASSED and APPROVED on first reading at a regular meeting of the Weslaco City Commission on this _____ day of November, 2008.

PASSED and APPROVED on second and final reading at a regular meeting of the Weslaco City Commission on this _____ day of November, 2008.

CITY OF WESLACO

Buddy de la Rosa, **MAYOR**

ATTEST:

Amanda C. Elizondo, **CITY SECRETARY**

APPROVED AS TO FORM:

Ramon Vela, **CITY ATTORNEY**

City of Weslaco

"The City on the Grow"



BUDDY DE LA ROSA, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem, District 2
SOYLA R. GONZALEZ, Commissioner, District 1
RENE RODRIGUEZ, Commissioner, District 3
ADRIAN GONZALEZ, Commissioner, District 4
LUPE V. RIVERA, Commissioner, District 5
PATRICK B. KENNEDY, Commissioner, District 6

ANTHONY COVACEVICH, City Manager

AUG 28 2008

APPLICATION FOR REZONING

FILE NO. 2008-13

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 13 Block N.A.

Subdivision Name San Francisco

Street Address 115 ~~W~~ W. Adelita

Existing Zoning Single Family Existing Land Use

Propose Zoning Multi Family Existing Land Use

- ☒ \$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 "CUP Application Instructions"

APPLICANT

Name Ricardo Robles Phone 956-373-5140

Address 411 S. 12th St.

City McAllen State TX Zip Code 78501

OWNER

Name Roberto Sifuentes Phone 472-3247

Address

City Weslaco State Texas Zip Code 78596

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 Ricardo Robles Date 08/28/08

Owner Authorized Agent ✓

50

Item V.B.

PLANNING DEPARTMENT

STAFF USE ONLY

Accepted By AT Payment Received By AT Date Paid 8/28/08

Notice of Public Hearing Sent to Property Owners within
200' of Proposed Site Date Oct 1, 2008

P & Z Notice of Public Hearing Published in Newspaper Date Sept 29, 2008

City Commission Notice of Public Hearing Published Date Sept 29, 2008

Presented to P & Z Commission
Approved _____ Disapproved _____ Tabled _____ Date Oct 15, 2008

Presented to City Commission
Approved _____ Disapproved _____ Tabled _____ Date Nov. 4, 2008

Ordinance No. _____

CITY OF WESLACO
956-968-3181

RECH: 01214541 8/28/2008 2:56 PM
OPER: MaryG TERM: 016
REF#: 589

TRAN: 204.0000 REZONING APPL FEE
Have a great day!
REZONING APPLICATION 250.00CR

TENDERED: 250.00 CHECK
APPLIED: 250.00-

CHANGE: 0.00

CITY OF WESLACO LEGAL NOTICE

The Weslaco Planning and Zoning Commission will hold a public hearing October 15, 2008, at 5:00 p.m. and the City Commission will also hold a public hearing November 4, 2008, at 5:00 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests:

Si desea información en español, llame al departamento de planificación de la Ciudad de Weslaco, (956) 447-3401.

REZONING REQUEST:

115 W. Adelita, Weslaco, Texas, also being Lot 13, Colonia De San Francisco, from "R-1 Single Family Dwelling District" to "R-2 Duplex and Apartment District". Requested by Roberto Sifuentes, Jr. (Possible Action).

1411 W. 18th St., Weslaco, Texas, also being Lot N 212.07'-W 205.40' - 1.00 acre/.88 net Farm Tract 732, West Tract Subdivision, from "R-1 Single Family Dwelling District" to "B-1 Neighborhood Business District". Requested by Angeles D. Vasquez. (Possible Action).

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 October 15, 2008, for the Planning and Zoning Commission and on or before November 4, 2008, for City Commission. For additional information, call the Planning Department at (956) 447-3401.

/S/ ANTHONY COVACEVICH

Interim Planning & Code Enforcement Director

City of Weslaco

"The City on the Grow"



BUDDY DE LA ROSA, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem, District 2
SOYLA R. GONZALEZ, Commissioner, District 1
RENE RODRIGUEZ, Commissioner, District 3
ADRIAN GONZALEZ, Commissioner, District 4
LUPE V. RIVERA, Commissioner, District 5
PATRICK B. KENNEDY, Commissioner, District 6

ANTHONY COVACEVICH, City Manager

PLANNING DEPARTMENT

October 1, 2008

Legal Notice

Dear Property Owner:

The Weslaco Planning and Zoning Commission will hold a public hearing October 15, 2008, at 5:00 p.m. and the City Commission will also hold a public hearing November 4, 2008, at 5:00 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONING REQUEST:

Lot 13, Colonia De San Francisco, located at 115 Adelita Street, Weslaco, Hidalgo County, Texas. The request being from "R-1 Single Family Dwelling" to "R-2 Duplex and Apartment District". Requested by Roberto Sifuentes. (Possible Action).

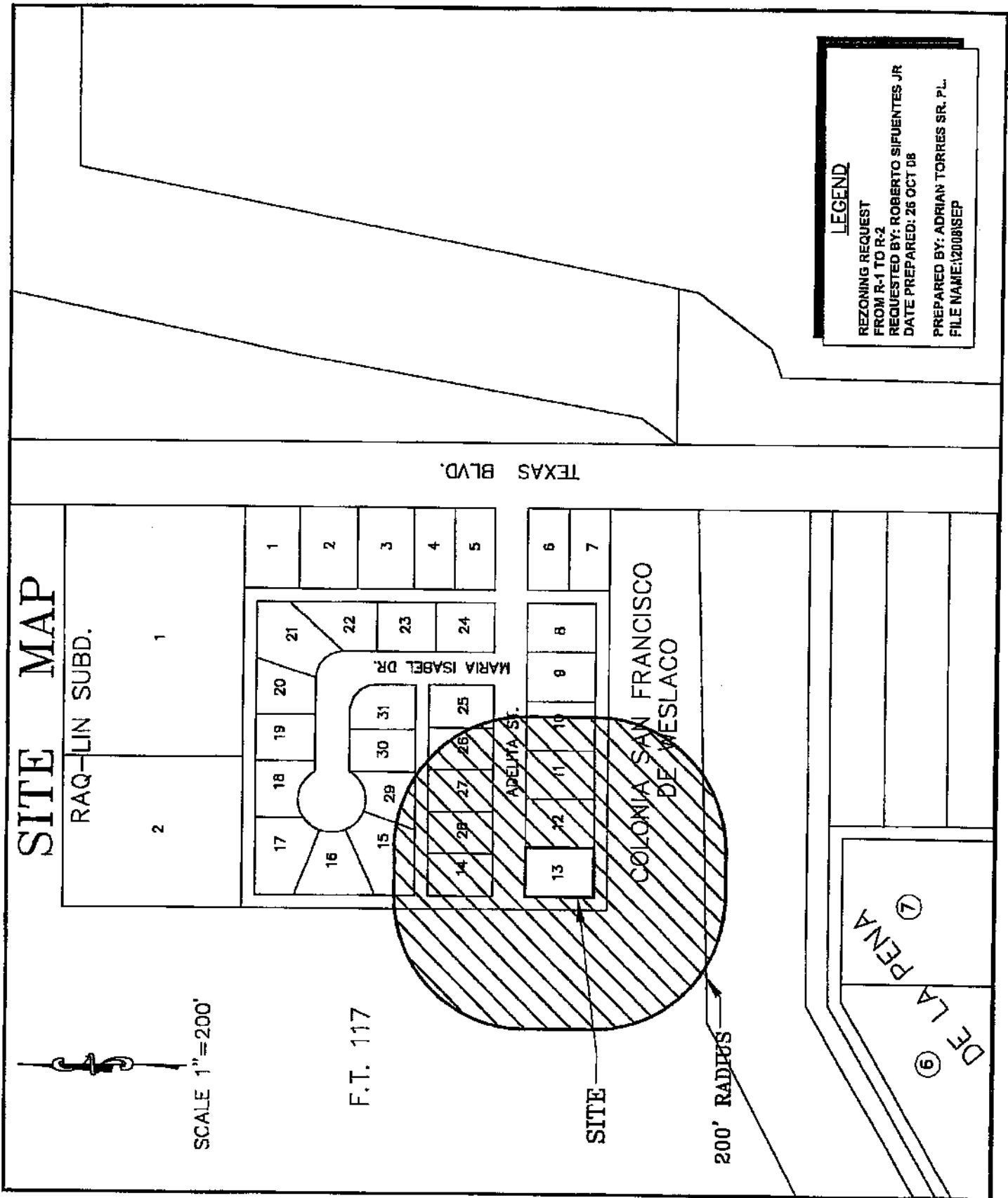
The public is invited to attend and express support for or opposition to this request. You may also file written support or opposition on or before October 15, 2008, for the Planning and Zoning Commission and on or before November 4, 2008, for the City Commission. For additional information, call the Planning Department at (956) 447-3401.

Si desea informacion en español, llame al departamento de planificacion de la Ciudad de Weslaco, (956) 447-3401.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrian Torres".

Adrian Torres
Senior Planner



OCT 1, 2008

MEDICAL CENTER PROPERTIES PO BOX 132 RIO GRANDE CITY TX 78582-0132	S0650-00-000-0010-00 SAN FRANCISCO LT 10 0	L: 16043 B: 0
GONZALEZ, C L & MARY H 824 S TEXAS BLVD WESLACO TX 78596-7054	S0650-00-000-0011-00 SAN FRANCISCO LT 11 111 ADELITA ST	L: 16043 B: 152103
CRUZ, ENRIQUE 1102 EDNA ST WESLACO TX 78596-3815	S0650-00-000-0012-00 SAN FRANCISCO LT 12 113 ADELITA ST	L: 16043 B: 0
SIFUENTES, ROBERTO, JR 521 E 5TH ST WESLACO TX 78596-6231	S0650-00-000-0013-00 SAN FRANCISCO LT 13 0	L: 16043 B: 0
PENA, BENIGNO 4793 W EXPRESSWAY 83 HARLINGEN TX 78552-3606	S0650-00-000-0014-00 SAN FRANCISCO LOT 14 116 ADELITA ST	L: 13306 B: 31688
ELIZONDO, JESSICA & MARIA 6407 SOL BRILLA LN LOT 86 PHARR TX 78577-8835	S0650-00-000-0015-00 SAN FRANCISCO LT 15 1914 MARIA ISABEL DR	L: 14553 B: 96096
FALCON, EMILIO 10511 S GREEN BAY AVE CHICAGO IL 60617-6238	S0650-00-000-0025-00 SAN FRANCISCO LT 25 0	L: 13306 B: 0
VASQUEZ, RITA L 1108 JOYCE ST WESLACO TX 78596-3808	S0650-00-000-0026-00 SAN FRANCISCO LT 26 110 ADELITA ST	L: 13306 B: 0
GARCIA, NELDA 112 ADELITA WESLACO TX 78596-4418	S0650-00-000-0027-00 SAN FRANCISCO LT 27 112 W ADELITA ST	L: 13306 B: 94179
GARCIA, NELDA 112 ADELITA WESLACO TX 78596-4418	S0650-00-000-0028-00 SAN FRANCISCO LT 28 0	L: 13306 B: 0
RODRIGUEZ, RENE 500 E LOS TORRITOS ST WESLACO TX 78596-5340	S0650-00-000-0029-00 SAN FRANCISCO LT 29 0	L: 14553 B: 0
WILSON, STEVE R & ELSA A 301 W STEVE DR WESLACO TX 78596-4437	W3800-00-117-0000-04 WEST TRACT E1.64AC-SE 10AC FT 11 7 COUNTRYSIDE M/H PARK 1.64AC 118 W STEVE DR	L: 134159 B: 25036

City of Weslaco Code Enforcement Dept.

OCT 1, 2008

WILSON, J O	W3800-00-117-0000-10	L: 559900
121 W SUGAR CANE DR	WEST TRACT E10.18AC-W22.82AC FT	B: 0
WESLACO TX 78596-4426	117 10.18AC	
	0	

STANDARDIZED AGENDA RECOMMENDATION FORM

Item VI.A.

City of Weslaco
Two (2) New 2009 Law Enforcement Motorcycles
Bid Opening Date: October 21, 2008 @ 3:00 P.M.
Bid No: 2008-09-02
Tabulation

R.G.V. Harley-Davidson
Mario Cavazos
1201 S. Bentsen Rd.
McAllen, TX 78501
Phone: 956-687-4646
Fax: 956-687-4684

<u>Description</u>	<u>Make/Model</u>	<u>Unit Price</u>	<u>Qty</u>	<u>Total Price</u>
Two New 2008 Law Enforcement Motorcycles	H-D FLHTP	\$15,660.45	2	\$31,320.90

Grand Total: \$ 31,320.90

City of Weslaco

Two (2) New 2009 Law Enforcement Motorcycles

- | | |
|--|---|
| 1. Alamo BMW
Mrs. Susan O'neal
3111 Broadway St.,
San Antonio, TX 78209
Phone: 210-828-5511
Fax: 210-828-3330 | 7. Cowboy Harley-Davidson
Mr. David Bigley
10917 S. IH-35
Austin, TX 78747
Phone: 512-448-4294
Fax: 512-280-0132 |
| 2. Rio Grande Valley Harley Davidson
Mr. Meme Puga
1201 S. Bentsen Road
McAllen, TX 78501
Phone: 956-687-4646
Fax: 956-687-4684 | |
| 3. Road Runner Harley Davidson
Mr. Kenny Cantu
3515 W. Expressway 83
San Benito, TX 78596
Phone: 956-399-4244
Fax: 956-399-8181 | |
| 4. McAllen Sports
Mr. John Tunberg
3608 N. McColl Rd.
McAllen, TX 78501
Phone: 956-686-1565
Fax: 956-631-5030 | |
| 5. Brownsville Sports Center Inc.
Mr. Tom James
345 Paredes Line Rd.
Brownsville, TX 78521-2249
Phone: 956-546-3055
Fax: 956-546-3546 | |
| 6. Alamo City Harley-Davidson
11005 N I-35
San Antonio, TX 78233
Phone: (210) 646-0499
Fax: (210) 646-0676
Toll Free: 800-397-7875 | |

Invitation to bid faxed out on 10/7/08 by mm.

ORDINANCE 2017-28

AN ORDINANCE AMENDING ORDINANCE NUMBER 2008-38, TO AMEND THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 115 W ADELITA STREET, ALSO BEING LOT 13, COLONIA DE SAN FRANCISCO SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS R-1 ONE FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENTS DISTRICT; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance 2008-38 was passed and approved on November 18, 2008 as the rezone of Lot 15, Colonia de San Francisco Subdivision, Weslaco, Hidalgo County, Texas R-1 One Family Dwelling District To R-2 Duplex and Apartments District.

SECTION II.

After second and final reading of this Ordinance the amended Zoning ordinance will be R-1 One Family Dwelling District to R-2 Duplex and Apartment District being Lot 13, Colonia de San Francisco Subdivision, also being 115 West Adelita Street, Weslaco, Hidalgo County, Texas.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 6th day of June, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 20th day of June, 2017.

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: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1030	
From: Arnold Becho			
Subject: Approval of a Memorandum of Understanding with Region One for provision of free GED classes and other adult education opportunities within the library and authorize the Mayor to execute any related documents. (Staffed by the Library Department)			
Background: For greater than 4 years now the library has partnered with Region One to provide free GED classes to the public. The classes provided by Region One have a proven track record of success and the partnership has been mutually beneficial. There are no financial obligations, and the staff commitment is minimal. The program is administered on a first come first serve basis and has helped many local residents attain their GED.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.			
Arnold Becho		Created/Initiated	
Arnold Becho		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo - Request to approve Region 1 MOU, Region 1 MOU 2017			
Responsibilities upon Approval: The library will provide the space for the classes and assist with the needs of instructors.			

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

June 2, 2017

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Olga M. Noriega, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner
CC: Martin J. Mata
Fr: Arnoldo Becho, Library Director
Re: Request to approve a Memorandum of Understanding with Region One for provision of free GED classes and other adult education opportunities within the library

For greater than 4 years now the library has partnered with Region One to provide free GED classes to the public. The classes provided by Region One have a proven track record of success and the partnership has been mutually beneficial. The Memorandum of Understanding (MOU) in question outlines the responsibilities of both parties for execution of the partnership.

This year's MOU is virtually unchanged from the previous four iterations which served us well. There are no financial obligations, and the staff commitment is minimal, especially considering the benefit to the public. The program is administered on a first come first serve basis and has helped many local residents attain their GED. The library strongly supports approval.

This program is an excellent public service that we are happy to have the opportunity to provide to our customers. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

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

Memorandum of Understanding

Between

**Region One Education Service Center
Office of Adult Education**

And

**Mayor Joe V. Sanchez Public Library
(Weslaco Public Library)**

This Agreement is entered into between the Region One Education Service Center's Adult Education Program, hereinafter referred to as "Region One ESC " and the Mayor Joe V. Sanchez Public Library (Weslaco Public Library), a local institution hereinafter referred to as "Weslaco Public Library" for the purpose of establishing an adult education and literacy program for eligible participants under provisions of the Adult Education and Family Literacy Act, Title II of the Workforce Innovation and Opportunity Act for a period beginning July 2017 and ending June 2018.

I. SCOPE OF SERVICES

Region One ESC agrees to provide:

- qualified instructional and administrative personnel to provide a well-designed adult education and literacy instructional program
- professional development for adult education personnel
- instructional materials for adult education courses
- instructional supplies as appropriate
- assessment instruments to establish academic functional levels and/or progress of participants
- appropriate fiscal accountability
- end of year programmatic performance reports

Weslaco Public Library agrees to provide:

- appropriate, safe and secure facilities for the implementation of instructional services to adult learners
- assistance to Region One staff with the recruitment of students
- access to Internet services

II. CIVIL RIGHTS STATEMENT

The parties to this Agreement shall:

Comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), The American Disabilities Act of 1990 (P.L. 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the parties agree to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons shall, on the grounds of race, color, national origin, sex, age, disability, political, or religious beliefs be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination and the Texas Revised Civil Statutes Article 4419b-4, Sections 5.03 and 5.04 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

III. TERMINATION OF MEMORANDUM OF UNDERSTANDING

During the term of this Agreement, if either party becomes unable or fails to satisfactorily provide the services under this Agreement or decides to terminate for no cause, the Agreement may be terminated by either party with a thirty (30) day written notice.

The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

Executed this ____ day of _____, 20____.

Grantor : Weslaco Public Library

Address: 525 S. Kansas Avenue

City/St/Zip: Weslaco, TX 78596

Contractor: Region One Education Service Center

Address: 1900 W. Schunior

City/St/Zip: Edinburg, TX 78541

Superintendent or Designee

Dr. Cornelio Gonzalez
Dr. Cornelio Gonzalez, Executive Director



Standardized Agenda Request Form

Date of Meeting: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1041	
From:			
Subject: Approval of the renewal of the annual Host Agency Agreement with AARP Senior Community Service Employment Program allowing the City of Weslaco to accept participants through a short-term work-training program and authorize the Mayor to execute any documents. (Staffed by Human Resources.)			
Background: Yearly renewal			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker		Created/Initiated	
Veronica Ramirez		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Memo Host Agency Agreement-AARP SCSEP, AARP Host Agency Agreement			
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

INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

DATE: June 15, 2017

TO: Mayor and City Commission

CC: Mike R. Perez, City Manager

FROM: Veronica Ramirez, Human Resources Director

Subject: Host Agency Agreement - AARP Senior Community Service

Approval of the renewal of the annual Host Agency Agreement with AARP Senior Community Service Employment Program allowing the City of Weslaco to accept participants through a short-term work-training program. Staff recommends approval.

HOST AGENCY AGREEMENT**Host Agency:** City of Weslaco**Phone:** (956) 968-3181**Fax:** (956) 968-6717**FEIN:** 74-600-2544**Address:** 255 South Kansas

Weslaco, TX 78596

The above named agency/organization, an equal employment opportunity employer, requests the services of participants from the AARP Foundation Senior Community Service Employment Program (SCSEP).

This agency is:

- ☒ **A Non-Profit Organization.**
(Tax exempt under the Internal Revenue code 501(c)(3))
- ☐ **A Public Organization.**

Enrollee Supervisors are:

- ☐ **Compensated with federal funds.**
- ☐ **Not compensated with federal funds.**

The purpose of this agreement is for the host agency and AARP Foundation to enter into a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, we ask that each host agency supervisor clearly understand and support the following agency and participant requirements in this agreement:

1) The host agency agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment positions(s), if a vacancy arises.

2) The host agency acknowledges that AARP Foundation may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies.

3) It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.

4) It is understood that participants may miss some hours at the host agency assignment in order to pursue training and unsubsidized employment that is provided outside of the host agency. Participants may be required by AARP Foundation SCSEP to do the following activities/tasks:

- Accept referrals and interviews for employment outside the program;
- Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan (IEP) and as directed by an AARP Foundation representative;
- Accept regular transfers to other host agency assignments as necessary to further the participant's training and work experience;
- Register and maintain registration with the State Employment Service and/or One Stop Center;
- Attend job search training, job clubs, participant meetings, etc., when offered by the AARP Foundation office, and engage in continuing unsubsidized job search activities.

5) It is understood that the SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. The SCSEP is not an entitlement, nor is it designed to solely provide income maintenance. SCSEP participants are in training status, preparing for unsubsidized employment.

6) When practical, the Host Agency agrees to provide additional training support to their participants by allowing participants to utilize the Agency's computers and internet access for designated job search training and to complete online job search activities.

7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned.

8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on participants. Host agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.

9) The host agency agrees to have or obtain reliable technology services that would enable it to both electronically receive and send participant Time & Attendance Reports to and from the AARP Foundation office. "Reliable technology services" are those that can produce readable documents—not overly dark, overly light, blurred, or otherwise unreadable by an objectively reasonable standard. Without reliable electronic transmittal of Time and Attendance Reports, AARP Foundation SCSEP cannot pay participants under SCSEP regulations and must place participants at an alternative agency.

10) Host agencies agree to consider competitive participants for any permanent job openings in the agency. The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant. The Host Agency also agrees to the provisions outlined in the Participant and Host Agency Handbook as a condition of participation in the SCSEP.

11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor (DOL) if randomly selected and acknowledges that completion of the survey influences continued DOL funding of the SCSEP grant. This survey is generally sent out in January, but timing is at the discretion of DOL.

12) It is understood that the AARP Foundation is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties and to insure that proper equipment, procedures, and safe practices are used in compliance with state and federal law. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to insure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency fails to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.

The host agency must keep the following key safety issues in mind at all times:

- No lifting over 20 pounds
- No step stools or ladders
- Participants may not drive unless the assignment expressly includes driving, is approved in advance by AARP Foundation, and is carried out in accordance with this Section 12 and Section 13 below.
- Participants must always be supervised

13) No participant is authorized to drive as part of his or her assignment without the advance written approval of AARP Foundation. Only in exceptional situations can participant transport other passengers and only then with the approval of the national AARP Foundation SCSEP director. If participant duties include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the Hostagency. Applicable statutes will govern the limits of liability for Federal, state, and local government host agencies. A copy of the host agency's certification of insurance and participant's current driver's license and motor vehicle record (MVR) check is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

If the participant drives his or her own vehicle as part of his or her assignment, the Host Agency should be responsible to ensure that participant maintains automobile liability insurance appropriate to cover performance of the assignments. The host agency shall also reimburse the participant for mileage if the participant drives his or her own vehicle in the performance of the host agency assignment. A copy of the host agency's certification of insurance, the participant's certification of insurance, the participant's current driver's license, and a MVR is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

14) It is understood that each party shall indemnify the other against all claims or actions that arise from the indemnifying party's performance of duties as described herein, including without limitation, claims arising from participant conduct arising from instructions given to participant by host agency as part of participant's assignment, claims of unpaid wages by participants that imply a breach of Section 15 hereunder, and claims arising from host agency's duty to maintain a safe working environment for participants. The obligations of each party to indemnify the other shall survive the termination or expiration of this Agreement.

15) It is understood that the AARP Foundation SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is also understood and agreed to that AARP Foundation SCSEP shall pay the wages of wage stipend to participants assigned to the host agency within the limits expressly set out by SCSEP regulation and communicated to host agency at the onset of participant placement. The host agency shall not permit or instruct participant(s) to perform work beyond such limits or require participant to perform unpaid or volunteer work as part of participant's assignment. If the host agency permits participant(s) to perform work exceeding authorized hours, or to return to community service training assignments without prior authorization from AARP Foundation representative or past the participant's termination date, host agency shall compensate participant(s) for such time. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having firsthand knowledge of the hours worked by the participant.

16) It is understood that host agency must not use participants as substitutes for permanent employees. Federal regulations prohibit such a "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. A community service assignment for participant under Title V of the Older Americans Act is permissible only if the assignment does not:

- a) Reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants;
- b) Displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits);
- c) Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
- d) Assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.

17) The host agency will be listed on the Time Attendance Report in SCSEP records accessible by the DOL. If there are changes to a participant's supervisor, the AARP Foundation SCSEP Office must be notified so that the information can be updated in the databases.

18) It is understood that all participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.

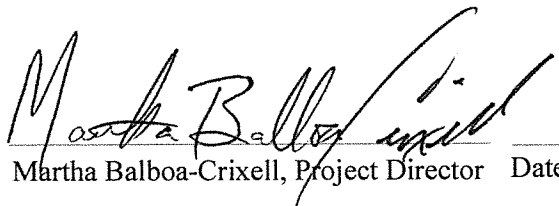
19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The Host Agency shall retain original participant(s) time sheets if faxed to AARP Foundation for payment. AARP Foundation or the DOL, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party. The host agency may reject any participant or request the removal of any participant at any time for any lawful reason upon written notification to AARP Foundation.

21) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to host agency or any changes being performed.

David Suarez, Main Contact

Date



Martha Balboa-Crixell, Project Director

Date

Please provide your current email address in the space below:

SAFETY IS NO ACCIDENT



Standardized Agenda Request Form

Date of Meeting: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1034
From:		
Subject: Acceptance of a CERT/MRC training trailer from the State of Texas Citizen Corps program awarded to the City of Weslaco Fire Department CERT/MRC community program. (Staffed by Fire Department).		
Background: The State of Texas Citizen Corps program awarded the City of Weslaco Fire Department a CERT/MRC training trailer full of equipment due to the CERT/MRC Program the Weslaco Fire Department community program. This will allow more CERT members training opportunities and will be used annually at the RGV Youth Preparedness Camp the Fire Department has for youth in the month of June. This trailer was the only one given out in the State. Weslaco Fire Department was the sole recipient of such a trailer in the State of Texas.		
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):		
Antonio Lopez	Created/Initiated	
Antonio Lopez	Approved	
Mike Perez	Final Approval	
City Manager Comments:		
Staff Recommendation: recommends approval		
Attachments, if any: CERT Trailer		
Responsibilities upon Approval:		



TEXAS ASSOCIATION OF REGIONAL COUNCILS

701 Brazos Street • Suite 780 • Austin, TX 78701 • 512-478-4715 • FAX 512-275-9910 • www.txregionalcouncil.org

May 23, 2017

The Honorable David Suarez
Office of the Mayor
255 S. Kansas Ave.
Weslaco, TX 78596



Dear Mayor Suarez,

On behalf of the Texas Association of Regional Councils and the State Citizen Corps Council, I am pleased to inform you that the City of Weslaco has been selected as the recipient of a Texas Citizen Corps custom training trailer. Chosen out of many applicants from across the state, the Texas Citizen Corps Council recognizes the City of Weslaco's efforts to keep your community safe and prepared through your Citizen Corps programs, including your CERT and MRC service and outreach efforts.

The trailer awarded to the City of Weslaco was purchased utilizing 2006 Citizen Corps Grant funds and must be used in accordance with the applicable grant guidance. Attached you will find the appropriate guidance document – please take a moment to review this guidance. Once the guidance and all other attachments have been reviewed, please certify that you agree to accept the trailer award. By providing your signature below, you are agreeing that the trailer will only be used for the purposes set forth, and in compliance with, the grant guidance. Once signed, please return the original, signed copy to our office.

Congratulations on your selection. Please arrange to pick up the awarded trailer by contacting Uryan Nelson, Texas Citizen Corps Manager at 512-478-4715.

Sincerely,

Ginny Lewis
Executive Director

Enclosures

cc: Ron Garza, Executive Director, Lower Rio Grande Valley Development Council
Rich Stubbs, Weslaco Fire Department

X

David Suarez
Mayor, Weslaco, TX



Standardized Agenda Request Form

Date of Meeting: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1036
From:		
Subject: Acceptance of proposal for financing of Fire Department Ford F-650 brush truck with aftermarket equipment in the amount of \$60,564.12 from Frost Bank Leasing and authorize the Mayor to execute any related documents (Staffed by Finance Department.)		
Background: On May 2, 2017 the purchase of a 2017 F-650 Chassis was approved by the Weslaco City Commission.		
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):		
Homer Rhodes Mary Barrera Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments:		
Staff Recommendation: Approve Financing Proposal		
Attachments, if any: Frost Financing Proposal , Boggus Ford Bid, Mateco - Flatbed Install, Tri-County Lights, CSO - Certificate of approval		
Responsibilities upon Approval:		



Equipment Leasing & Finance
100 W. Houston Street, 3rd Floor
San Antonio, TX 78205
Ph. (210) 220-6850
Fax (210) 220-6765

May 31, 2017

City of Weslaco
Attn: Homer Rhodes
255 S. Kansas Avenue
Weslaco, TX 78596

Via Email: hrhodes@weslacotx.gov

Proposal for Lease Purchase Financing

Frost is pleased to offer the following lease purchase proposal. Subject to the receipt of the required financial information, equipment detail, and credit approval, an equipment lease purchase financing agreement may be structured in accordance with the terms and conditions set forth in the proposal(s) below:

LESSEE: City of Weslaco, Texas ("Municipality")

LESSOR: Frost Bank ("Frost")

PERSONAL PROPERTY: Equipment Financing Agreement ("Agreement") is to include new personal property acceptable to LESSOR with a total amount of \$60,564.12. The equipment is generally described as new 2017 Ford F-650 Brush Truck and aftermarket equipment

AGREEMENT FUNDING: The Agreement will commence on or about June, 2017.

PAYMENT SCHEDULE: The Municipality will make 5 consecutive annual payments in arrears with the first payment due on or after June, 2018.

PAYMENT AMOUNT: \$13,152.79

RATE: 2.81% Fixed

RATE ADJUSTMENT: The above referenced rate will expire within 30 days. After 30 days the rate will be determined based the FHLB Secure Connect Long Term Fixed Rate for 2.5-yr thru 3-yr plus 1.06%.

The index on which the Indicative Interest Rates are based is The Federal Home Loan Bank Secure Connect Rates, which can be found at www.fhlb.com under Today's Long Term Fixed Rates. The specific index is in the Secure Connect column for 2.5-yr thru 3-yr, which today is 1.75%.

This Proposal also assumes that Municipality is Bank Qualified for 2017. If not, rate will be adjusted.

ESCROW: An Acquisition Fund Agreement may be used to fully fund purchases in advance of receipt. The funds will be deposited with Lessor in a Lessee controlled account and Lessee will earn interest in a High Yield Money Market Account. After vendor(s) are paid in full, Lessor will close the account and pay Lessee the outstanding balance in the deposit account, if any.

EARLY TERMINATION:	<i>With 30 days notice and under no event of default, Lessee may prepay in whole without penalty on any payment due date.</i>
AT TERMINATION:	<i>No additional purchase price will be assessed upon termination of original Agreement period.</i>
FEES:	<i>A fee equal to \$400 will be added to the invoice for the first payment to cover origination expenses.</i>
TAXES:	<i>This is a net financing proposal whereby maintenance, property tax and sales tax will be for Lessee's account and obligation.</i>
INSURANCE:	<i>LESSEE will be required to carry, at its expense, all risk insurance in an amount equal to the lessor's stipulated loss value and liability insurance in an amount acceptable to Lessor.</i> <i>Certificate(s) of insurance shall reflect Lessor as an additional named insured and loss payee, and shall be with companies and contain endorsements and amounts acceptable to Lessor.</i>
ATTORNEY'S OPINION:	<i>LESSEE shall provide lessor with an attorney's opinion that financing of the equipment conforms with applicable State of Texas laws and that all documentation required is satisfactory to Lessor. All legal expense incurred to conform documents to the satisfaction of the Municipality, their Counsel, and the Lessor will be borne by the Municipality.</i>
COURTMEETING MINUTES:	<i>Lessee shall provide Lessor with a duly executed copy, with original signatures, of the Court Meeting Minutes authorizing this financing by unanimous approval.</i>
WARRANTIES:	<i>Lessor is not a manufacturer of, or dealer in, the equipment selected; and in that regard: Lessee acknowledges the equipment is of a size, design, capacity and manufacture selected by Lessee. Lessor does not inspect the equipment prior to delivery to Lessee and has not made and does not make any representation, warranty or covenant with respect to the condition, quality, durability, suitability or merchantability. Lessor will, however, take any steps reasonably within its power to make available to Lessee any manufacturers or similar warranty applicable to the equipment. Lessor shall not be liable to Lessee for any liability, loss or damage, caused or alleged to be caused directly or indirectly by the equipment, by any inadequacy thereof or deficiency or defect therein or by any incident whatsoever in connection therewith.</i>
FINANCIAL STATEMENTS:	<i>Lessee will provide annual financial statements, including operating figures, during the life of the lease.</i>
DOCUMENTATION:	<i>All documentation must be satisfactory to all parties concerned and will include a non-appropriations clause.</i>
EXPIRATION OF BID:	<i>If not accepted, this bid will expire in thirty (30) days of the date of this bid.</i>
SUMMARY:	<i>This bid in its present form does not represent a commitment to finance by Frost, and is not binding on either the Lessee or Lessor. It is subject to and contingent upon Lessee's approval of these conditions and Lessor's approval of the pricing and Lessee's credit and equipment</i>

Municipal Advisor Disclosure. The information and materials contained or referenced herein have been prepared by Frost Bank solely for informational purposes. Neither Frost Bank, nor its affiliates, nor any of their representatives (collectively, "Frost") are recommending any action to you. Frost is not acting, and will not be acting, as a financial or municipal advisor to you, and does not owe you a fiduciary duty or any other duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, with respect to the information and materials contained or referenced herein. Frost is acting for its own interest, which may be different from yours. You should discuss any information and material contained herein with any and all internal or external advisors and experts that you deem appropriate before acting on the same, including with respect to any legal, regulatory, tax or accounting treatment. In some circumstances, you may be required to retain the assistance of an independent registered municipal advisor ("IRMA") before negotiating or entering into a municipal financial product with Frost Bank.

Frost appreciates the opportunity to present this bid for your consideration.

By:

A handwritten signature in black ink, appearing to read "Scott Anderson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Scott Anderson
Vice President

c: Rick Ramirez, Frost Bank

CITY OF WESLACO
One 2017 FORD F-650 Gas Base or Equivalent GVW
BID FORM

The Boggus Motor Co II, LLC (bidder), having read the specifications, proposes to furnish **One 2017 FORD F-650 Gas Base or Equivalent GVW**, for the full and firm price of within delivery time designated below, in full compliance with the specifications.

Complete Unit: F.O.B. City of Weslaco, Finance Department, 255 S. Kansas Ave.,
Weslaco, Texas 78596 / Attn: Homer Rhodes

Respectfully submitted this 26th day of April, 2017.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Description 2017 Ford Make/Model F-650 Gas

One 2017 FORD F-650 Gas Base or Equivalent GVW

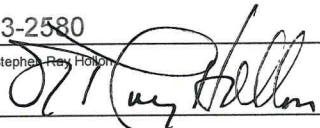
Grand Total: \$ 49,007.92

Estimated Delivery Time Frame upon issuance of Purchase Order: 90 business days

Company: Boggus Motor Company II, LLC

Address: 2521 South Expressway 83 City/State/Zip: Harlingen, TX. 78550

Phone Number: (956) 423-2580 Fax Number: (956) 430-7052

Authorized Signature:  Date: 26 April 2017

Title: Commercial Fleet Account Manager E-mail: shollon@boggusford.com

Please print above signature

STATE INSPECTION IS NOT INCLUDED IN QUOTE
AS THIS IS AN INCOMPLETE VEHICLE



Boggus Ford
2521 S. Expressway 83, Harlingen, Texas, 785507651
Office: 956-423-2580 Fax: 956-423-2516

Customer Proposal

Prepared for:

Prepared by:

Stephen Hollon
Office: 956-423-2580
Email: shollon@boggusford.com

Date: 04/24/2017
Vehicle: 2017 F-650 Gas Base
Regular Cab
Quote ID: WeslacoFD



ABOVE ARTWORK IS FOR ILLUSTRATION PURPOSES ONLY



Boggus Ford
2521 S. Expressway 83, Harlingen, Texas,
785507651
Office: 956-423-2580

2017 F-650 Gas, Regular Cab
Regular Cab Base(F6A)
Price Level: 750 Quote ID: WeslacoFD

Warranty - Standard Equipment & Specs

Warranty

Basic

Distance _____ Unlimited miles Months _____ 24 months

Powertrain

Distance _____ 100000 miles Months _____ 60 months

Corrosion Perforation

Distance _____ Unlimited miles Months _____ 36 months

Roadside Assistance

Distance _____ Unlimited miles Months _____ 24 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Boggus Ford
2521 S. Expressway 83, Harlingen, Texas,
785507651
Office: 956-423-2580

2017 F-650 Gas, Regular Cab
Regular Cab Base(F6A)
Price Level: 750 Quote ID: WeslacoFD

Selected Options

Code	Description
Base Vehicle	
F6A	Base Vehicle Price (F6A)
Engines	
99Y	6.8L 3V SEFI V10 Gasoline - 320 HP @ 3900 RPM, 460 lb-ft Torque @ 3000 RPM Torque: 460 ft.lbs. @ 3000 rpm.
425	50-State Emissions
Transmissions	
44P	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision, with Park Pawl
Front Wheels & Tires	
647	Wheels, Front 22.5x7.5 White Powder Coated Steel, 10-Hole (285.75MM BC) hub piloted, flanged nut, metric mount, 7.50 DC rims; with steel hubs.
TC3	AS PER ADDENDUM 1 Tires, Front Two 11R22.5H Michelin XZE2 (497 rev/mile)
Rear Wheels & Tires	
667	Wheels, Rear 22.5x7.5 White Powder Coated Steel, 10-Hole (285.75MM BC) hub piloted, flanged nut, metric mount, 7.50 DC rims; with steel hubs.
RC3	AS PER ADDENDUM 1 Tires, Rear Four 11R22.5H Michelin XZE2 (497 rev/mile)
Brakes	
674	Hydraulic Brake System - Bosch HydroMax w/Traction Control Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver.
Front Axle and Suspension	
43A	8,500 lb. Cap. Non-Driving - Dana D-850F
61B	Taper-Leaf Springs, Parabolic - 8,500 lb. Cap 2-leaf, 62" x 3.15".
15S	Front Stabilizer Bar
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil
Rear Axle and Suspension	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

Code	Description
472	17,500 lb. Single-Speed - Dana S17-140 <i>Single reduction with Gentech Quiet Gears, synthetic lube and 190 wheel ends. NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>
68M	Multi-Leaf Springs - 19,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>
961	Shock Absorbers, Rear - Double Acting
X6D	6.50 Axle Ratio
Wheelbase	
176WB	176" Wheelbase/102" CA/70" AF/285" OAL
Frame	
534	Single Channel - Straight 'C' 12.64 SM, 50,000 PSI <i>632,000 RBM. High strength low alloy steel; 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm).</i>
531	Frame Extension, Front - Bolt-On Type, 20" In Front of Grille - Without Crossmember
767	Bumper, Front - Swept Back, Painted Steel <i>Dark shadow gray color.</i>
86B	Grille, Fixed - Black/Gray
Exhaust	
91H	Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter <i>Downward facing, outlet tip.</i>
Fuel Tanks	
65A	Fuel Tank - LH 50 Gallon - Steel
12	12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection
Electrical / Alternator / Battery	
17A	175 Amp Mitsubishi Alternator <i>Extra heavy duty 12 Volt.</i>
55M	Jump Start Stud - Remote Mounted
63A	Battery - One 900 CCA, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>
17M	Back-Up Alarm - Electric, 102 dBA
962	Daytime Running Lamps
Seats	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Boggus Ford
2521 S. Expressway 83, Harlingen, Texas,
785507651
Office: 956-423-2580

2017 F-650 Gas, Regular Cab
Regular Cab Base(F6A)
Price Level: 750 Quote ID: WeslacoFD

Selected Options (cont'd)

Code	Description
88R	30/0/30 Air Ride Driver (Integral Air Pump) & Fixed Passenger w/Consolelette - Vinyl
Cab Interior	
600A	Preferred Equipment Package 600A <i>Includes:</i> - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - 175 Amp Mitsubishi Alternator Extra heavy duty 12 Volt. - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt - Steering Wheel - Black PVC w/Integral Cruise Control Switches - Body Builder Wiring - At Back of Cab, Combined Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, park lamps, back up lamps. Also includes 2 additional pass through wires to cab.
90P	Power Equipment Group <i>Includes power front side windows, power door locks and door trim panel.</i>
59F	Four Body Builder Switches - Mounted in Center Instrument Panel <i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i>
55P	110 A/C Outlet - in Lower Center Finish Panel
588	Radio AM/FM Stereo w/Aux Audio Input Jack & Clock <i>With two speakers.</i>
Cab Exterior	
54H	Mirrors, Dual - Rectangular, XL2020 - 96" Width <i>Integral spot mirror, sail type, manual fold, solid black finish.</i>
Miscellaneous	
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"
Fleet Options	
B4A	Net Invoice Fleet Option
Interior Colors	
E_01	Gray
Primary Colors	
YZ_01	Oxford White

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for **One 2017 FORD F-650 Gas Base or Equivalent GVW**
RFB No.: 2016-17-23
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 **April 27, 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: STEPHEN RAY HOLLON
(print / contact person)

Signature: _____

Title: COMMERCIAL ACCOUNT MANAGER Company/Agency: BOGGUS MOTOR CO. II, LLC

Mailing

Address: 2521 SOUTH EXPRESSWAY 83 City/State/Zip: HARLINGEN, TEXAS 78550

Phone: (956) 423-2580

Fax: (956) 430-7052

Email Address: shollon@boggusford.com

Bid No.: 2016-17-23

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

Addendum No.: 1

April 21, 2017

Notice is hereby given to all prospective respondents for "One" 2017 Ford F-650 Gas Base or Equivalent GVW / RFB No.: 2016-17-23" for the City of Weslaco as follows:

1. Tire Specifications:

Michelin Tires Front: (2) 11R22.5H XZE2 (497 REV/MILE)

Michelin Tires Rear: (4) 11R22.5H XZE2 (497 REV/MILE)

2. Roof Marker Amber Clearance light to be included.

City of Weslaco

Homer Rhodes,
Purchasing Agent

hrrhodes@weslacotx.gov

956.447.2240

<< QUOTE >>



Mateco Truck Equipment
P O Box 38775
Houston, TX 77238-8775
UNITED STATES
(713)-692-3888

PAGE 1

QUOTE DATE 5/24/2017
QUOTE NO 4010221

S CASH-PARTS
O
L
D

T
O

S Gus Ramirez
H
I
P

T
O

TOTAL DUE 8,440.00

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
GT		5/24/2017	5/24/2017	00016350	5/12/2017		

TERMS DESCRIPTION CUSTOMER PO NUMBER SHIP VIA

Cash Customer Quote

ITEM ID	TX	CL	UNIT	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
L-60	4	HR		1.0000	.0000	1,600.0000	1,600.00
BEDLINE TOP OF FLATBED UNDERCOAT COMPLETE UNDERSTRUCTURE OF BED.							
MTE 15FB	0	EA		1.0000	.0000	6,840.0000	6,840.00
MATECO FABRICATED FLATBED MATECO FABRICATED FLATBED LOUVERED 50/50 STYLE HEADBOARD, 3/16" TREADPLATE FLOOR. FMVSS LIGHT PACKAGE. 12" BUMPER AT REAR. SKIRTED TAIL. EXPANDED METAL BOXES ON BOTH SIDES. RAILS ON BOTH SIDES. WALK THROUGH AREA WITH DOORS. SKIRTED SIDES.							

NOTE: DOES NOT INCLUDE EMERGENCY LIGHTING.

We appreciate your business.

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	8,440.00	0.00	0.00	0.00	8,440.00
TOTAL DUE					8,440.00

TRI-COUNTY COMMUNICATIONS, LTD

1421 East Pike Blvd, Weslaco, TX 78596
956-447-8440

Company	City of Weslaco Fire Dept	Date:	5/30/2017
Address:	255 S. Kansas Avenue	Sales Rep:	Jada Valdez
City/St/Zip	Weslaco Tx	Phone:	
Attn:	Rudy Garza	Email:	

Qty	Description	Unit Price	Total
	BuyBoard Contract #'s 523-17 / 524-17		\$ -
			\$ -
	F-650 Watertank Truck		\$ -
			\$ -
1	Havis Center Console Angle Box	\$ 350.00	\$ 350.00
			\$ -
8	SSI Flat 12 LED R/B 4 on each side flatbed	\$ 97.00	\$ 776.00
			\$ -
			\$ -
3	Feniex Fusion 180 Red 2 Front Grill, 1 Rear Bumper	\$ 70.20	\$ 210.60
			\$ -
3	Feniex Fusion 180 Blue 2 Front Grill, 1 Rear Bumper	\$ 70.20	\$ 210.60
			\$ -
2	Feniex Brackets	\$ 10.00	\$ 20.00
1	Feniex Mini Contoller	\$ 114.00	\$ 114.00
			\$ -
1	Feniex Storm Pro 100W Remote Siren	\$ 157.00	\$ 157.00
			\$ -
1	Feneix Triton 100W Speaker	\$ 143.00	\$ 143.00
			\$ -
1	Hardware Kit	\$ 50.00	\$ 50.00
			\$ -
12	Installation of equipment listed above.	\$ 85.00	\$ 1,020.00
			\$ -
1	Shipping	\$ 65.00	\$ 65.00
			\$ -
			\$ -
	Subtotal:		\$ 3,116.20
	Sales Tax:		
	Total		\$ 3,116.20

Quotation good for 30 days

A 25% Re-stocking fee will apply for canceled orders.

SALES * SERVICE * WARRANTY
HARRIS * TAIT * MOTOROLA SOLUTIONS

Signature of Accepting Official

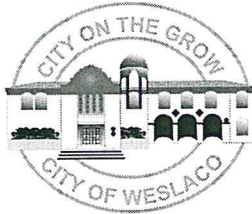
Date

This Proposal contains confidential information intended for a specific individual and purpose and is protected by law. If you are not the intended recipient, please contact sender immediately at 956-447-8440 and destroy all copies. You are hereby notified that any disclosure, copying, or distribution of this message is strictly prohibited.

05/16/2014

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

CERTIFICATE

I, Elizabeth M. Walker, Assistant City Manager/City Secretary of the City of Weslaco, Texas, **DO HEREBY CERTIFY**, that the Weslaco City Commission at their Regular Meeting of May 2, 2017 approved the following agenda item(s) under **VII. NEW BUSINESS**:

- A. Awarded Bid 2016-17-22 Sugarcane Drive Detention Pond Improvement Project to Castle Enterprises as the lowest and most advantageous bidder and authorized Mayor to execute any related documents.
- C. The purchase of a 2017 F-650 Chassis under the Fire Department Apparatus Replacement Program and authorized the Mayor to execute any related documents.
- D. 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.
- E. Awarded Park Place Recreation for the purchase of maintenance items for 13 existing play structures at various city parks.
- F. Awarded American Contracting USA for Library Roof Repairs, authorized a budget amendment, and authorized the Mayor to execute any related documents.

Such action of the Weslaco City Commission will be recorded in Volume 52 of the Weslaco Minute Book. *No ordinance is attached to this certificate.*

DATED this 8th day of May, 2017.

CITY OF WESLACO

Elizabeth M. Walker
Assistant City Manager/City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 8th day of May, 2017 and that the above facts are true and correct to the best of her knowledge.



Juanita M. Vallejo, Notary Public
My Commission expires: 4/03/2021

STATE OF TEXAS



Standardized Agenda Request Form

Date of Meeting: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1037
From:		
Subject: Authorization for the solicitation of sealed bids for the purchase of two (2) recycling trailers as recommended by the Recycling Task Force Committee and approve Ordinance 2017-29 authorizing a budget amendment as appropriate and authorize the Mayor to execute any related documents First reading of Ordinance 2017-29. (Staffed by Public Works.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature 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):		
Olga Garza	Created/Initiated	
Pete Garcia	Approved	
Mary Barrera	Approved	
Mike Perez	Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Budget Amendment, Ordinance 2017-29		
Responsibilities upon Approval: Staff recommends approval.		



BUDGET AMENDMENT #

(Round up all amounts to the nearest dollar)

Date

ORDINANCE 2017-29

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 20th day of June, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of June, 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: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1061	
From:			
Subject: Discussion and consideration to approve Resolution 2017-43 appointing a member to an unexpired term on the Weslaco 100 Centennial Committee and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item June 6, 2017; Staffed by Museum).			
Background: The resignation of Jim Chapman was accepted at the regular meeting of June 6, 2017 with no action appointing a member to the unexpired term. To be qualified as a replacement for the unexpired term, member must be a resident citizen of Weslaco.			
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: No action on June 6, 2017			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Elizabeth Walker		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Appointment of a member to the unexpired term.			
Attachments, if any: 16 Board Appt., 100 Committee Membe roster, 100 Committee -applicants, Resolution 2017-43			
Responsibilities upon Approval: Notification to appointee.			

City of Weslaco Boards and Committees
Prepared by Office of the City Secretary, Updated August 2016

	Member Qualifications										Defined Duties							
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	designated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Ordinance						X					5	4	2yr		reg interval	X	Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		min. 3 mths		Art IX Sec 280-283	CC
Ambulance Advisory Board											7	4	2yr		3/year		Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*						Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr					X	3	2	st3yr	3*	72hr notice		Ch 143	appt by CM, confirm by CC
Economic Development Corporation	X	X	X					X			7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee											7	3	3yr		2/year		Ord 2015-09	CC
Housing Authority Board					no						5	5	2yr	2			LGC Sec 392.033	appt by Mayor
Library Board											5	5	2yr				Art II Sec 78.21-28	CC
Parks & Recreation Advisory Board											7	7	3yr				Art IV Sec 98	CC
Planning & Zoning Commission		X	X			X	X				7	3	3yr				Art III Sec 2.98-103	CC
Public Facilities & Transportation Improvements Naming Committee		X	X								7		st3yr				Ord 2011-16	CC
																	Art 1526j, Vernons	
Weslaco Health Facilities Development Corporation											3+		6 yrs				TX Civil Statue	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC



Application for Service

City of Weslaco Boards and Committees

Name of Applicant:		Telephone Number:	
E-Mail Address:		Alternate Phone Number (work/cell):	
Home Address:		☐ Inside City Limits ☐ Outside City Limits	
City:	State:	Zip Code:	
How many years have you lived at this residence?		Do you own this house? ☐ Yes or ☐ No	
Preference for consideration, naming committees on which you desire to serve: 1.) 2.) 3.)			
List of Civic Involvement and Business Experience:			
Have you been bonded or eligible to obtain one? ☐ Yes or ☐ No		Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes or ☐ No	
Are you related to any member of the Commission? ☐ Yes or ☐ No		If so, who and how?	
Have you previously served on a City board? ☐ Yes or ☐ No		If so, which and when?	
Have you ever been elected to public office? ☐ Yes or ☐ No		If so, which and when?	
Do you consent to release this info to the public? ☐ Yes or ☐ No		Are you age 25 or older? ☐ Yes or ☐ No	
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.		Timestamp of Receipt:	
Applicant's Signature:			
Optional Demographic Information: Self Identification			
Gender:			
Age:			
Race:			
Religion:			
Citizenship:			

RESOLUTION NO. 2014-62

STATE OF TEXAS § RESOLUTION ESTABLISHING A SCREENING,
 APPOINTMENT, CONFIRMATION AND
COUNTY OF § ATTENDANCE POLICY FOR SERVICE ON
HIDALGO CITY OF WESLACO BOARDS, COMMISSIONS,
 § AUTHORITIES AND COMMITTEES
CITY OF WESLACO

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called “Boards”) that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called “Commission”) also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

NOW THEREFORE BE IT RESOLVED THAT The Weslaco City Commission hereby adopts the following Policy for the screening, appointment and confirmation of individuals to serve on the various Boards.

A. Screening

Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

Individuals shall confirm receipt the City’s diversity, affirmative action, nepotism, ethics policies; the Board’s mission, duties and responsibilities as established by Ordinance or other order; and other relevant documents. Individuals must agree to abide by Weslaco City Charter and applicable Ordinances, and state and federal laws.

B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

To ensure greater public participation, individuals shall not serve concurrently on more than one Board, unless the Commission makes an exemption.

The Commission shall make fair and deliberative appointments that comply with the Weslaco City Charter and applicable Ordinances, and state and federal laws.

C. Confirmation

Prior to appointment by the Commission, individuals should confirm that they remain interested in serving on a particular Board by either: 1) attending the Commission meeting which has the item on the Commission's Agenda; or 2) submitting a written statement of interest to the Mayor.

D. Attendance

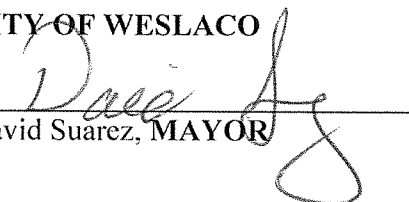
Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

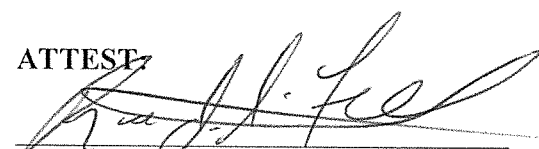
Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 2nd day of December, 2014.

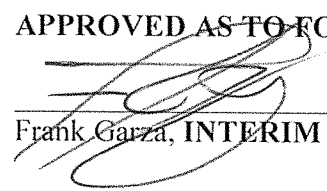
CITY OF WESLACO


David Suarez, MAYOR

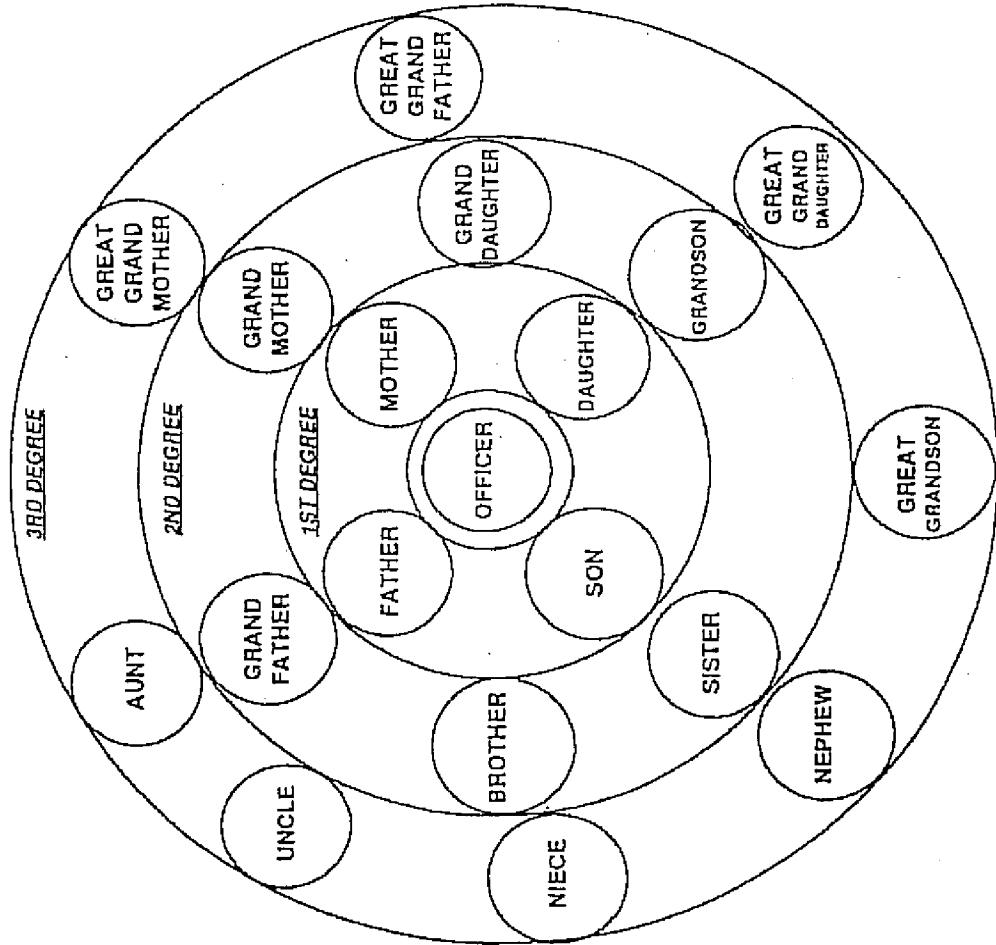
ATTEST

 wcc 12/2/14
Rebekah de la Fuente, INTERIM CITY SECRETARY

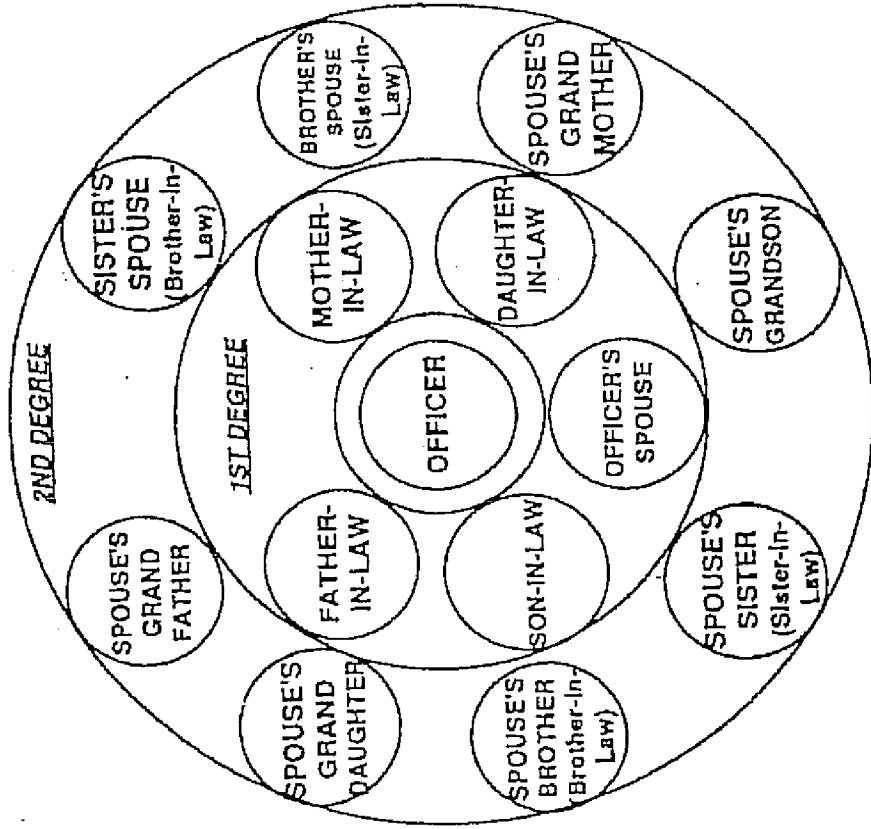
APPROVED AS TO FORM:


Frank Garza, INTERIM CITY ATTORNEY

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

WESLACO 100 COMMITTEE

Date Appointed	FIRST NAME	LAST NAME
2/14/2017	Linda	Williams
4/19/2016	Veronica L.	Barrera
4/19/2016	*Jim	Chapman
4/04/2017	Debbie	Rektorik
4/19/2016	Mary	Martin
2/14/2017	Richard	Lehman
4/19/2016	Sandra	Reyna
3/08/2017	Laurie	Cardenas
2/14/2017	Mary	Mattar
2/14/2017	JuneBug	Cummins
4/19/2016	Loretta	Barbee
4/19/2016	Mark	Williams
4/19/2016	Leonor C.	Medina
4/19/2016	Mark	McCaleb
4/19/2016	Marta	Kang, Ph.D.
4/18/2017	Joel	Nava

*resigned

RESOLUTION NO. 2017 - 43

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO
THE WESLACO 100 COMMITTEE TO PREPARE WESLACO'S CENTENNIAL
CELEBRATION AND STRATEGIC PLAN**

WHEREAS, The City of Weslaco, Texas, founded 1919, will celebrate its centennial in 2019, and anticipates programs and activities befitting the occasion; and

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

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

WHEREAS, The Committee shall concurrently consider issues for the strategic growth of the City over the next 100 years, including planning/sustainable development, governance, health, transportation, education, economic development, public safety, parks, information technology, and housing; and

WHEREAS, there shall be sixteen (16) members in the Weslaco 100 Committee who shall be appointed by the Weslaco City Commission and shall be resident citizens of the City of Weslaco. The term for each Committee member shall be for three (3) years and may be eligible for reappointment;

WHEREAS, The Weslaco 100 Committee members shall serve without compensation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Weslaco 100 Committee and the term will begin on _____, 20____, and will expire on _____, 20____.

PASSED AND APPROVED on this 20th day of June, 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: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1042	
From:			
Subject: Discussion and consideration to approve a five (5) year agreement for a Mobile 311 City of Weslaco App with service request functionality and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item June 6, 2017; Staffed by IT Department)			
Background: The Information Technology department budgeted to procure a mobile 311 application to make the city more transparent and easier for the public to submit service requests. A committee was created that included City Secretary, Assistant Public Works Director, Senior Planner (PCE), IT Director and IT Programmer. We selected 5 vendors to evaluate and scored software demos based on multiple criteria. Accela was selected as the solution that would meet all business needs at best price.			
Funding Source (budget code, if applicable): 01-530-4010			
Amount: \$16,510.00		Term of Impact: 5	Identified in Current Budget: Yes
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker		Created/Initiated	
Jose Peña		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends selecting Accela due to solution meeting all business needs at best price.			
Attachments, if any: 311 Evaluation Summary			
Responsibilities upon Approval: IT to begin meeting with all departments in order to get service requests types to be made available to the public as well as define city use functions for the mobile application. Time to complete is estimated at 3 months.			

City of Weslaco

311 Project Evaluation

Demo Date	5/5/2017	5/12/2017	5/18/2017	5/17/2017	6/8/2017	5/18/2017
	Accela	QScend	City Sourced	See-Click-Fix	Dude Solution	iWorqs
Android App	10	9	9	8	7	5
iPhone App	10	9	9	7	7	5
Website	10	10	10	10	10	5
Pricing	8	7	8	5	5	10
Design/Ease of Use	10	10	7	7	7	5
Service Request Functionality	10	10	10	9	9	5
City Use Functionality	10	10	10	10	7	0
Integrate with Code Enf	10	10	10	10	5	0
Internal Work Orders	10	10	10	10	10	10
Unlimited Users	10	10	10	6	10	10
Report Features	9	10	9	6	6	6
Knowledge Base	10	10	9	7	5	5
Total Points	117	115	111	95	88	66

Interface	Two-Way	Two-Way	Two-Way	Two-Way	Manual	None
One-Time Cost	\$ -	\$ 8,000.00	\$ 3,500.00	\$ -	\$ 19,945.00	\$ -
Accela Interface	\$ 7,600.00	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -
Price Year 1	\$16,510.00	\$18,800.00	\$13,780.00	\$ 33,787.50	\$ 42,280.00	\$1,000.00
Price Year 2	\$ 9,088.20	\$12,800.00	\$10,280.00	\$ 18,787.50	\$ 22,335.00	\$1,000.00
Price Year 3	\$ 9,269.96	\$12,800.00	\$10,280.00	\$ 18,787.50	\$ 22,335.00	\$1,000.00
Price Year 4	\$ 9,455.36	\$12,800.00	\$10,280.00	\$ 18,787.50	\$ 22,335.00	\$1,000.00
Price Year 5	\$ 9,644.47	\$12,800.00	\$10,280.00	\$ 18,787.50	\$ 22,335.00	\$1,000.00
5 Year Investment	\$53,968.00	\$70,000.00	\$54,900.00	\$108,937.50	\$ 131,620.00	\$5,000.00



Standardized Agenda Request Form

Date of Meeting: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1031	
From:			
Subject: Discussion and consideration to approve Ordinance 2017-30 on first and final reading authorizing the issuance of "City of Weslaco, Texas Limited Tax Refunding Bonds, Series 2017", a paying agent/registrar agreement, and an escrow agreement; providing for the sale of such bonds; delegating authority to City representatives to select obligations to be refunded and approve final terms of the bonds, approving all other matters related thereto and authorize the Mayor to execute any related documents. First and Final Reading of Ordinance 2017-30. Possible action. (Staffed by Financial Advisor/Bond Counsel).			
Background: Chris Vela of First Southwest will make a presentation on the proposed refunding.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Mary Barrera		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Refunding Scenarios, Ordinance 2017-30			
Responsibilities upon Approval:			



Contact

Anne Burger Entrekin | *Managing Director*

Anne.Burgerentrekin@hilltopsecurities.com

70 Northeast Loop 410, Suite 710

San Antonio, Texas 78216

Direct: (210) 308-2200

Benjamin Bor | *Associate*

Benjamin.Bor@hilltopsecurities.com

1201 Elm Street, Suite 3500

Dallas, Texas 75270

Direct: (214) 953-4107

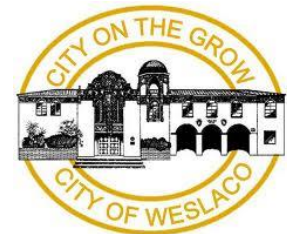
Alain Garcia | *Analyst*

Alain.Garcia@hilltopsecurities.com

70 Northeast Loop 410, Suite 710

San Antonio, Texas 78216

Direct: (210) 308-2208



Proposed Scenarios for Limited Tax Refunding Bonds, Series 2017

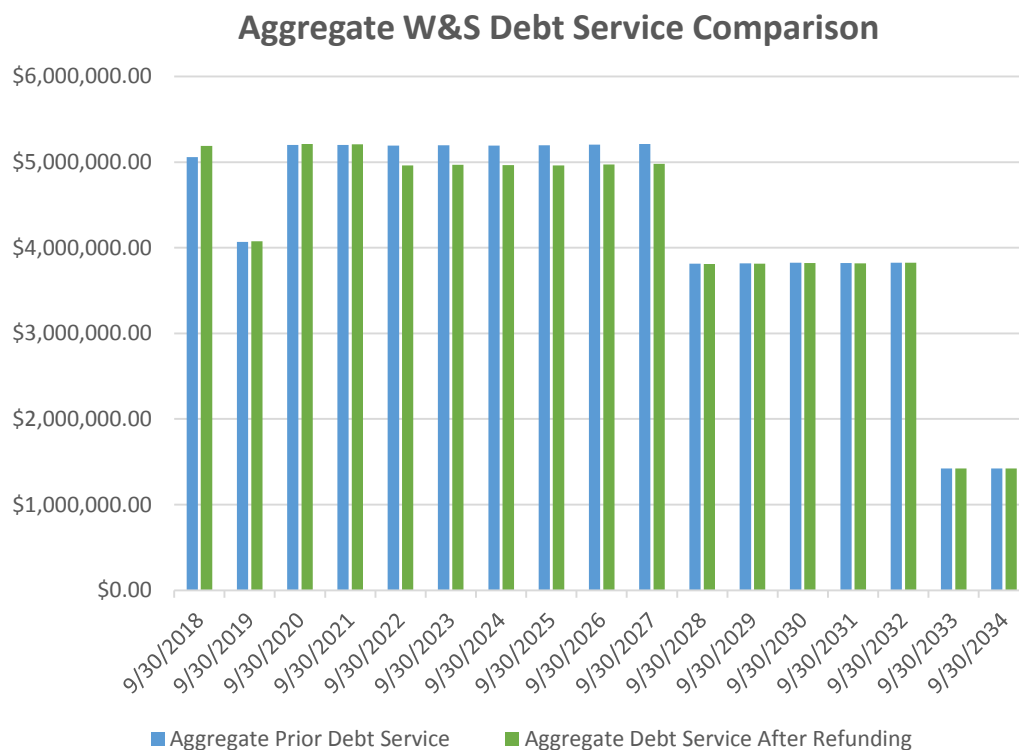
June 7, 2017

City of Weslaco, Texas

Savings Summary – Scenario 1⁽¹⁾

SAVINGS			
City of Weslaco, Texas			
Water and Sewer Debt Service Comparison			
Scenario 1			
Date	Prior Debt Service	Refunding Debt Service	Savings
9/30/2018	\$ 5,057,632.76	\$ 5,188,114.69	\$ (130,481.93)
9/30/2019	4,068,085.76	4,076,204.50	(8,118.74)
9/30/2020	5,202,581.26	5,210,700.00	(8,118.74)
9/30/2021	5,201,681.26	5,209,800.00	(8,118.74)
9/30/2022	5,195,056.26	4,963,175.00	231,881.26
9/30/2023	5,197,456.26	4,968,175.00	229,281.26
9/30/2024	5,193,731.26	4,965,150.00	228,581.26
9/30/2025	5,196,531.26	4,962,950.00	233,581.26
9/30/2026	5,205,206.26	4,972,375.00	232,831.26
9/30/2027	5,210,506.26	4,978,925.00	231,581.26
9/30/2028	3,815,656.26	3,810,825.00	4,831.26
9/30/2029	3,819,331.26	3,815,500.00	3,831.26
9/30/2030	3,826,006.26	3,823,175.00	2,831.26
9/30/2031	3,820,206.26	3,818,375.00	1,831.26
9/30/2032	3,827,131.26	3,826,300.00	831.26
9/30/2033	1,421,025.00	1,421,025.00	-
9/30/2034	1,422,750.00	1,422,750.00	-
	<u>\$ 72,680,574.90</u>	<u>\$ 71,433,519.19</u>	<u>\$ 1,247,055.71</u>

Projected: Limited Tax Refunding Bonds, Series 2017 ⁽¹⁾	
Refunding Par Amount	\$18,745,000
Gross Savings	\$1,247,056
Net Present Value Savings	\$982,901
Percentage Savings on Refunded Bonds	4.871%
True Interest Cost	2.742%
Refunded Par Amount	\$20,180,000



(1) Preliminary, subject to change.

Savings Summary – Scenario 2⁽¹⁾

SAVINGS

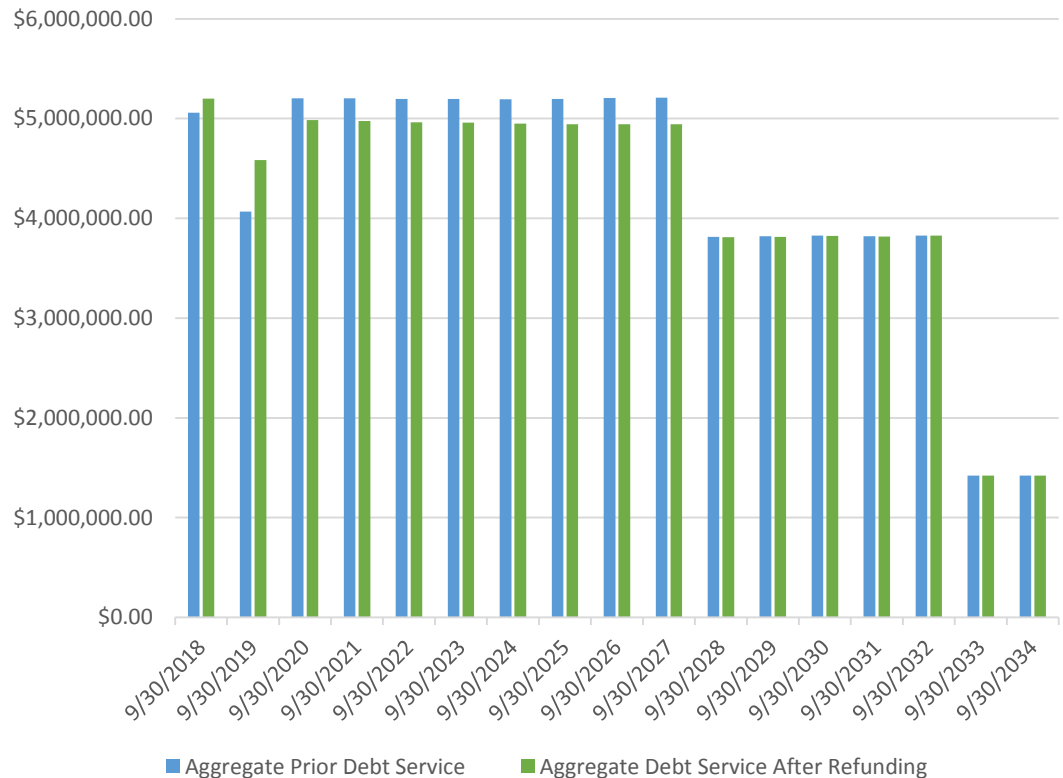
City of Weslaco, Texas
Water and Sewer Debt Service Comparison
Scenario 2

Date	Prior Debt Service	Refunding Debt Service	Savings
9/30/2018	\$ 5,057,632.76	\$ 5,198,523.72	\$ (140,890.96)
9/30/2019	4,068,085.76	4,583,904.50	(515,818.74)
9/30/2020	5,202,581.26	4,983,400.00	219,181.26
9/30/2021	5,201,681.26	4,973,800.00	227,881.26
9/30/2022	5,195,056.26	4,963,925.00	231,131.26
9/30/2023	5,197,456.26	4,958,675.00	238,781.26
9/30/2024	5,193,731.26	4,950,900.00	242,831.26
9/30/2025	5,196,531.26	4,944,200.00	252,331.26
9/30/2026	5,205,206.26	4,944,375.00	260,831.26
9/30/2027	5,210,506.26	4,942,175.00	268,331.26
9/30/2028	3,815,656.26	3,810,825.00	4,831.26
9/30/2029	3,819,331.26	3,815,500.00	3,831.26
9/30/2030	3,826,006.26	3,823,175.00	2,831.26
9/30/2031	3,820,206.26	3,818,375.00	1,831.26
9/30/2032	3,827,131.26	3,826,300.00	831.26
9/30/2033	1,421,025.00	1,421,025.00	-
9/30/2034	1,422,750.00	1,422,750.00	-
	<u>\$ 72,680,574.90</u>	<u>\$ 71,381,828.22</u>	<u>\$ 1,298,746.68</u>

Projected: Limited Tax Refunding Bonds, Series 2017⁽¹⁾

Refunding Par Amount	\$19,160,000
Gross Savings	\$1,298,747
Net Present Value Savings	\$973,778
Percentage Savings on Refunded Bonds	4.724%
True Interest Cost	2.737%
Refunded Par Amount	\$20,615,000

Aggregate W&S Debt Service Comparison



(1) Preliminary, subject to change.

ORDINANCE 2017-30

ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF WESLACO, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2017", A PAYING AGENT/REGISTRAR AGREEMENT, AND AN ESCROW AGREEMENT; PROVIDING FOR THE SALE OF SUCH BONDS; DELEGATING AUTHORITY TO CITY REPRESENTATIVES TO SELECT OBLIGATIONS TO BE REFUNDED AND APPROVE FINAL TERMS OF THE BONDS; AND APPROVING ALL OTHER MATTERS RELATED THERETO

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ORDINANCE 2017-30

ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF WESLACO, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2017”, A PAYING AGENT/REGISTRAR AGREEMENT, AND AN ESCROW AGREEMENT; PROVIDING FOR THE SALE OF SUCH BONDS; DELEGATING AUTHORITY TO CITY REPRESENTATIVES TO SELECT OBLIGATIONS TO BE REFUNDED AND APPROVE FINAL TERMS OF THE BONDS; AND APPROVING ALL OTHER MATTERS RELATED THERETO

WHEREAS, the City of Weslaco, Texas (the “City”) has been organized, created, and established pursuant to the laws of the State of Texas as a home rule city and political subdivision of the State of Texas;

WHEREAS, the City Commission of the City (the “City Commission”) desires to refund certain of its outstanding bonds listed on Schedule I attached hereto;

WHEREAS, Chapter 1207, Texas Government Code, authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a trust company or commercial bank not a depository of the City, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations (defined below);

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with such trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration, and disposition of any such deposit, upon such terms and conditions as the City and such paying agent may agree, provided that such deposits may be invested and reinvested in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, and which shall mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or prepayment of the Refunded Obligations;

WHEREAS, the Escrow Agreement hereafter authorized constitutes an escrow agreement of the kind authorized and permitted by Chapter 1207;

WHEREAS, the City Commission of the City hereby finds and declares a public purpose and deems it advisable to refund the Refunded Obligations in order to effect present value savings; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

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

Section 1. Authorization of the Bonds and Approval Parameters. There is hereby ordered to be issued, under and by virtue of the laws of the State of Texas, including particularly Chapter 1207, Texas Government Code, as amended, a series of bonds of the City to be known as “CITY OF WESLACO, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2017” (the “Bonds”), payable from ad valorem taxes as provided in this Ordinance, for the purposes of refunding the Refunded Obligations and paying costs of issuance thereof.

As authorized by Section 1207.007, Texas Government Code, the Mayor, the City Manager, and the Finance Director, each an “Authorized Representative”, are hereby authorized, appointed, and designated as officers of the City authorized to act on behalf of the City in selling and delivering the

Bonds authorized herein and carrying out the procedures specified in this Ordinance, including determining the method of sale, the aggregate principal amount of each maturity of the Bonds and the rate of interest to be borne on the principal amount of each maturity, the allocation of generated from the sale of the Bonds, the redemption provisions therefor, the City contribution, if any, and the obligations to be refunded (the "Refunded Obligations"). Each of the above individuals, acting for and on behalf of the City, is authorized to execute the Pricing Certificate substantially in the form attached hereto as Exhibit A on or before December 20, 2017. The Bonds shall be issued in the principal amount not to exceed \$22,500,000; the maximum maturity will not exceed December 31, 2032, net present value savings on the Bonds shall be not less than 2.00%, and the net effective per annum rate, calculated in a manner consistent with the provisions with Chapter 1204 Texas Government Code, shall not exceed 3.50%. The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Initial Purchaser (hereinafter defined). Upon execution of the Pricing Certificate, it shall become a part of this Ordinance and be incorporated by reference herein, and (to the extent necessary or appropriate) Bond Counsel is authorized to complete this Ordinance to reflect such final terms.

Section 2. Date, Denominations, Numbers, and Maturities of and Interest on the Bonds.

The Bonds shall be dated July 15, 2017 and shall be in the denomination of \$5,000 or any integral multiple thereof. Interest shall commence to accrue on the Bonds on such date. The Bonds shall be in the respective denominations and principal amounts hereinafter stated, with the Initial Bond (as hereinafter defined) being number I-1 and the Definitive Bonds (as hereinafter defined) numbered consecutively from R-1 upward, payable to the Initial Purchaser (as hereinafter defined), or to the registered assigned or assignees of the Bonds or any portion or portions thereof (in each case, the "Registered Owner").

The Bonds shall mature on February 15 in each of the years and in the amounts and bear interest as set forth in the Pricing Certificate.

Section 3. General Characteristics. The Bonds shall be issued, shall be payable, shall have the characteristics, and shall be signed and executed (and the Bonds shall be sealed) all as provided, and in the manner indicated in the form set forth below.

(a) Registration, Transfer, and Exchange; Authentication: The City shall keep or cause to be kept at the designated payment office of Amegy Bank, a Division of ZB, National Association, Houston, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bonds (the "Register"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, and exchanges as herein provided. The Mayor and the City Secretary are authorized to enter into a Paying Agent/Registrar Agreement substantially in the form of Exhibit B attached hereto. The Paying Agent/Registrar shall obtain and record in the Register the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provide; but it shall be the duty of each Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of the Bonds shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Register during the regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange, and delivery of a substitute Bond or Bonds shall be paid as provided in the "Form of Bonds" set forth in this Ordinance. Registration of assignments, transfers, and exchanges of Bonds shall be made

in the manner provided and with the effect stated in the "Form of Bonds" set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in subsection (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any Definitive Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the forgoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds. Pursuant to Chapter 1201, Texas Government Code, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and upon the execution of said certificate, the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts (the "Initial Bond").

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Owners thereof; (ii) may be transferred and assigned; (iii) may be exchanged for other Bonds; (iv) shall be administered, and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the "Form of Bonds" set forth in this Ordinance. The Initial Bond shall be delivered to the Initial Purchaser and is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each Bond issued in exchange for the Initial Bond or any Bond or Bonds issued under this Ordinance, the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the form set forth in the "Form of Bonds" in this Ordinance.

Section 4. Form of the Bonds. The Form of the Bonds, including the Form of Paying Agent/Registrar's Authentication Certificate, the Form of Assignment, and the Form of the Comptroller's Registration Certificate to accompany the Initial Bond on the initial delivery thereof, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance:

[FORM OF THE DEFINITIVE BONDS]

FORM OF BONDS

United States of America
State of Texas
CITY OF WESLACO, TEXAS
LIMITED TAX REFUNDING BOND, SERIES 2017

NUMBER
R-

DENOMINATION
\$_____

REGISTERED

REGISTERED

<u>DATED DATE</u>	<u>MATURITY DATE</u>	<u>DELIVERY DATE</u>	<u>INTEREST RATE (%)</u>	<u>CUSIP NO.</u>
July 15, 2017	February 15, ____	August __, 2017		

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS (\$_____)

THE CITY OF WESLACO, TEXAS (the "City"), a home rule city and political subdivision of the State of Texas, promises to pay to the Registered Owner, specified above, or registered assignees (the "Owner") on the Maturity Date, specified above, upon presentation and surrender of this Bond at the designated payment office of Amegy Bank, a Division of ZB, National Association, Houston, Texas, or its successor (the "Paying Agent/Registrar"), the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Dated Date, specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check dated February 15, 2018 and each February 15 and August 15 thereafter, mailed to the Owner of record as shown on the books of registration kept by the Paying Agent/Registrar (the "Register"), as of the date which is the last business day of the month next preceding the interest payment date or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar. Notwithstanding the above paying procedures, upon written request to the City and the Paying Agent/Registrar, the Owner of at least \$1,000,000 in principal amount may receive all payments of principal and interest hereon by wire transfer on each payment date. CUSIP number identification with appropriate dollar amount of payment pertaining to each CUSIP number (if more than one CUSIP number) must accompany all payments of interest and principal, whether by check or wire transfer. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Owner appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. The City covenants with the Owner that no later than each principal installment payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bond, when due, in the manner set forth in the Ordinance defined below.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds, dated as of July 15, 2017 (the "Bonds") of like designation and tenor, except as to number, interest rate, denomination, and maturity issued pursuant to the Ordinance adopted by the City Commission of the City on June 20, 2017 and the "Pricing Certificate"

authorized therein (together the "Ordinance"), in the original aggregate principal amount of \$_____ for the purpose of providing money for refunding certain outstanding obligations of the City described in the Ordinance and to pay costs of issuance of the Bonds by virtue of the laws of the State of Texas, including particularly Chapter 1207, Texas Government Code.

THE BONDS are issued pursuant to the Ordinance whereunder the City covenants to levy a continuing, direct, annual ad valorem tax on taxable property within the City, within the limitations prescribed by law, for each year while any part of the Bonds are considered outstanding under the provisions of the Ordinance, in a sufficient amount to pay interest on each Bond as it becomes due, to provide for the payment of the principal or maturing amounts, as appropriate, of the Bonds when due and to pay the expenses of assessing and collecting such tax. Reference is hereby made to the Ordinance for provisions with respect to the custody and application of the City's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Owner.

THIS BOND IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the designated payment office of the Paying Agent/Registrar. If a Bond is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Owner, or his authorized representative, subject to the terms and conditions of the Ordinance. If a Bond is being exchanged, it shall be in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance. The Owner of this Bond shall be deemed and treated by the City and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner.

IN CASE any officer of the City whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of any such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery. Any Bond which bears the facsimile signature of such person who at the actual time of the delivery of such Bond shall be an officer authorized to sign such Bond, but who at the date of such Bonds was not such an officer, shall be validly and sufficiently signed for such purpose as if such person had been such officer as the date of such Bond. The City authorizes the printing of a true and correct copy of an opinion of Winstead PC, Attorneys, relating to the validity and enforceability of the Bonds under Texas law and the status of interest on the Bonds under federal income tax laws on the reverse side of each of the Bonds over a certificate of identification executed by the facsimile signature of the City Secretary of the City, and also authorizes the imprinting of CUSIP (the American Bankers Association's Committee on Uniform Securities Identification Procedures) numbers on the Bonds; provided, however, that the failure of such opinion, certificate, or CUSIP numbers to appear on any Bond, or any errors therein or in any part of the Bond the form of which is not included in this Ordinance, shall in no way effect the validity or enforceability of the Bonds or relieve the Initial Purchaser of its obligation to accept delivery of and pay for the Bonds.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Bonds in order to render the same legal, valid, and binding obligations of the City have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment

of the principal of and interest on, or maturing amounts of (as appropriate) the Bonds by the levy of a continuing, direct, annual ad valorem tax upon taxable property within the City; and that issuance of the Bonds does not exceed any constitutional or statutory limitation.

BY BECOMING the Owner of this Bond, the Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each Owner and the City.

IN WITNESS WHEREOF this Bond has been signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed, or placed in facsimile, on this Bond.

CITY OF WESLACO, TEXAS

/s/ Elizabeth Walker
City Secretary

/s/ David Suarez
Mayor

(SEAL)

* * *

[FORM OF INITIAL BOND]

The Initial Bond shall be in the form set forth above for the Definitive Bonds except the following shall replace the heading and the first paragraph:

NO. I-1

\$_____

United States of America

State of Texas

CITY OF WESLACO, TEXAS

LIMITED TAX REFUNDING BOND, SERIES 2017

Dated Date: JULY 15, 2017

Delivery Date: AUGUST __, 2017

Registered Owner: _____

Principal Amount: _____ AND NO/100 DOLLARS
(\$_____)

THE CITY OF WESLACO, TEXAS (the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner, specified above, or the registered assigns thereof (the "Owner"), the Principal Amount, specified above, with principal installments payable on February 15 in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

YEARS OF STATED
MATURITIES

PRINCIPAL
INSTALLMENTS (\$)

INTEREST
RATE (%)

(Information to be inserted from Pricing Certificate.)

INTEREST on the unpaid Principal Amount hereof from the Dated Date, specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for shall be paid computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2018.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The final payment of principal of this Bond shall be paid to the Owner upon presentation and surrender of this Bond at final maturity, at the designated payment office of Amegy Bank, a Division of ZB, National Association, Houston, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of principal installments and interest on this Bond shall be made by the Paying Agent/Registrar to the Owner hereof as shown by the Register kept by the Paying Agent/Registrar at the close of business on the Record Date by check drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, postage prepaid, on each such payment date, to the Owner hereof at its address as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The record date ("Record Date") for determining the Owner for payments hereon means the last business day of the month preceding a scheduled payment. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Owner appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. The City covenants with the Owner that no later than each principal installment payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due, in the manner set forth in the Ordinance defined below.

* * *

[FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS]

(TO BE PRINTED ON OR ATTACHED TO THE INITIAL BOND ONLY)

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts
of the State of Texas

* * *

[FORM OF AUTHENTICATION CERTIFICATE]

(TO BE PRINTED ON DEFINITIVE BONDS ONLY)

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described on the face of this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

AMEGY BANK, A DIVISION OF ZB,
NATIONAL ASSOCIATION, Houston, Texas
as Paying Agent/Registrar

Dated _____

By _____
Authorized Representative

* * *

[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

/ _____ / _____
(Please insert Social Security or (Please print name and address, including zip code, of Transferee)
Taxpayer Identification of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

The following abbreviations, when used in the Assignment above or on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or

regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)

under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used though not in the list above.

* * *

[END OF FORMS]

Section 5. Definitions. In addition to other words and terms defined in this Ordinance (except those defined and used in Section 4), and unless a different meaning or intent clearly appears in the context, the following words and terms shall have the following meanings, respectively:

“Bonds” means any bond or bonds or all of the bonds, as the case may be, of that series styled “City of Weslaco, Texas Limited Tax Refunding Bonds, Series 2017” authorized by this Ordinance.

“Bond Counsel” means Winstead PC, or such other firm of nationally recognized bond counsel appointed by the City.

“Chapter 1207” means Chapter 1207 of the Texas Government Code.

“City” means the City of Weslaco, Texas, a home-rule city and a political subdivision of the State of Texas, or any successor thereto.

“Code” means the Internal Revenue Code of 1986, as amended.

“Defeased Bond” means any Bond, and the interest thereon, deemed to be paid, retired, and no longer outstanding within the meaning of this Ordinance.

“Definitive Bonds” means the Bonds issued in exchange for the Initial Bonds.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Escrow Agent” means Amegy Bank, a Division of ZB, National Association, Houston, Texas.

“Escrow Agreement” means the agreement dated as of July 15, 2017, between the City and the Escrow Agent attached hereto as Exhibit C.

“Government Obligations” means direct noncallable obligations of the United States, including (i) obligations that are unconditionally guaranteed by the United States; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts

or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm of not less than “AAA” or its equivalent, or (iv) any other obligation authorized by Section 1207.062(b), Texas Government Code.

“Initial Bond” means the Bond registered by the Comptroller of Public Accounts of the State of Texas as described in Section 11 hereof.

“Initial Purchaser” means the entity named in the Pricing Certificate.

“Interest Payment Date” means, when used in connection with any Bond, February 15, 2018 and each February 15 and August 15 thereafter until maturity.

“Official Statement” means the disclosure document describing the Bonds dated the date of the Pricing Certificate.

“Ordinance” means this “Ordinance Authorizing the Issuance of “City of Weslaco, Texas Limited Tax Refunding Bonds, Series 2017”, a Paying Agent/Registrar Agreement, and an Escrow Agreement; Providing for the Sale of Such bonds; Delegating Authority to City Representatives to Select Obligations to be Refunded and Approve Final Terms of the Bonds; and Approving All Other Matters Related Thereto” adopted by the City Commission of the City on June 20, 2017.

“Owner” means any person who shall be the registered owner of any outstanding Bonds as shown on the Register.

“Paying Agent/Registrar” means Amegy Bank, a Division of ZB, National Association, Houston, Texas, and such other bank or trust company as may hereafter be appointed in substitution therefor or in addition thereto to perform the duties of the Paying Agent/Registrar in accordance with this Ordinance.

“Paying Agent/Registrar Agreement” means the agreement, dated July 15, 2017, between the Paying Agent/Registrar and the City relating to the registration, authentication, and transfer of the Bonds, attached hereto as Exhibit B.

“Pricing Certificate” means the certificate substantially in the form of Exhibit A.

“Purchase Contract” means the purchase contract between the City and the Underwriters as approved by an Authorized Representative.

“Record Date” means the last business day of the calendar month next preceding the applicable Interest Payment Date.

“Refunded Obligations” means the obligations described in Schedule I and as finalized in the Pricing Certificate.

“Register” means the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

“Underwriters” means the Initial Purchaser and the syndicate of underwriters named in the Pricing Certificate, if any.

Section 6. Interest and Sinking Fund and Tax Levy. A special “Interest and Sinking Fund” is hereby confirmed and shall be maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City and shall be used only for paying the interest on and principal of the Bonds. Accrued interest received from the Initial Purchaser of the Bonds and the net proceeds of all ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the principal of or interest on or maturing amounts of (as appropriate) the Bonds are outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds and the principal on the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); the tax shall be based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City, for each year while any of the Bonds are outstanding and unpaid, and the tax shall be assessed and collected each year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged irrevocably for such payment.

Section 7. Investments and Security. (a) Investment of Funds. The City may place money in the Interest and Sinking Fund in time or demand deposits or invest such money as authorized by law at the time of such deposit. Obligations purchased as an investment of money in a fund shall be deemed to be part of such fund.

(b) Amounts Received from Investments. Except as otherwise provided by law, amounts received from the investment of any money in the Interest and Sinking Fund shall be retained therein. It is provided, however, that any interest earnings on proceeds of the Bonds which are required to be rebated to the United States of America in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

Section 8. Covenants of the City. (a) General Covenants. The City covenants and represents that:

(i) The City is a duly created and existing home rule city and political subdivision of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms; and

(ii) The Bonds shall be ratably secured in such manner that no one Bond shall have preference over other Bonds.

(b) Specific Covenants. The City covenants and represents that, while the Bonds are outstanding and unpaid, it will:

(i) Levy an ad valorem tax that will be sufficient to provide funds to pay the current interest on the Bonds and to provide the necessary sinking fund, all as described in this Ordinance; and

(ii) Keep proper books of record and accounts in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the funds created pursuant to this Ordinance, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request from any Owner.

(c) Covenants Regarding Tax Matters. The City covenants to take any action to maintain, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in "gross income" for federal income tax purposes. In furtherance thereof, the City specifically covenants as follows:

(i) To refrain from taking any action which would result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(ii) To take any action to assure that no more than 10% of the proceeds of the Bonds or the projects financed therewith are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10% of the proceeds or the projects financed therewith are so used, that amounts, whether or not received by the City with respect to such private business use, do not under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10% of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(iii) To take any action to assure that in the event that the "private business use" described in paragraph (ii) hereof exceeds 5% of the proceeds of the Bonds or the projects financed therewith, then the amount in excess of 5% is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(iv) To take any action to assure that no amount which is greater than the lesser of \$5,000,000 or 5% of the proceeds of the Bonds is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(v) To refrain from taking any action which would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vi) Except to the extent permitted by section 148 of the Code and the regulations and rulings thereunder, to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds.

(vii) To otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(viii) Except to the extent otherwise provided in section 148(f) of the Code and the regulations and rulings thereunder, to pay to the United States of America at least once during each five year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90% of the "Excess Earnings," within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(ix) To maintain such records as will enable the City to fulfill its responsibilities under this subsection and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Bonds.

(x) To comply with information reporting requirements of section 149(e) of the Code.

For the purposes of the foregoing, in the case of a refunding bond, the term proceeds includes transferred proceeds and, for purposes of paragraphs (ii) and (iii), proceeds of the refunded obligations.

The covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such modification or expansion, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion from gross income of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion from gross income of interest on the Bonds under section 103 of the Code.

Proper officers of the City charged with the responsibility of issuing the Bonds are hereby authorized and directed to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

Notwithstanding any other provision in this Resolution, to the extent necessary to preserve the exclusion from gross income of interest on the Bonds under section 103 of the Code the covenants contained in this subsection shall survive the later of the defeasance or discharge of the Bonds.

(d) Covenants Regarding Sale, Lease, or Disposition of Financed Property. The City covenants that the City will regulate the use of the property financed, directly or indirectly, with the proceeds of the Refunded Obligations and will not sell, lease, or otherwise dispose of such property unless (i) the City takes the remedial measures as may be required by the Code and the regulations and rulings thereunder in order to preserve the exclusion from gross income of interest on the Bonds under section 103 of the Code or (ii) the City seeks the advice of nationally-recognized bond counsel with respect to such sale, lease, or other disposition.

Section 9. Paying Agent/Registrar. The Paying Agent/Registrar is hereby appointed as paying agent for the Bonds. The principal of the Bonds and the accrued interest on the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America, which, on the date of payment, is legal tender for the payment of debts due the United States of America, as described in the Form of Bonds in Section 4 hereof.

The City, the Paying Agent/Registrar, and any other person may treat the Owner as the absolute owner of such Bonds for the purpose of making and receiving payment of the principal thereof and for the further purpose of receiving payment of the interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Ordinance shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

So long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the Register at one of its designated payment offices in Texas in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Ordinance.

The City may at any time and from time to time appoint another Paying Agent/Registrar in substitution for the previous Paying Agent/Registrar provided that any such Paying Agent/Registrar shall be a national or state banking institution, shall be an association or a corporation organized and doing business under the laws of the United States of America or any state, authorized under such laws to exercise trust powers, shall be subject to supervision or examination by federal or state authority, and shall be authorized by law to serve as a paying agent/registrar. In such event, the City shall give notice by United States mail, first-class, postage prepaid to each Owner. Any bank or trust company with or into which any Paying Agent/Registrar may be merged or consolidated, or to which the assets and business of Paying Agent/Registrar may be sold or otherwise transferred, shall be deemed the successor of such Paying Agent/Registrar for the purposes of this Ordinance.

The Mayor and the City Secretary of the City are hereby authorized to enter into, execute, and deliver the Paying Agent/Registrar Agreement with the initial Paying Agent/Registrar in substantially the form presented to the City on this date.

Section 10. Successor Registrar, Successor Paying Agent. The City covenants with the registered owners of the Bonds that prior to the time all of the Bonds have been finally retired, the City will provide competent and legally qualified persons to act as and perform the services of paying agent and as registrar for the Bonds under this Ordinance. The City reserves the right to, and may, at its option, change the Paying Agent/ Registrar with respect to the Bonds upon not less than 60 days written notice to the Paying Agent/Registrar. Any Paying Agent/Registrar may resign and be discharged of its respective duties under this Ordinance by written resignation filed with the City not less than 60 days before the date such resignation is to take effect. In the event that the person at any time acting as a Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified national or state banking institution organized and doing business under the laws of the United States of America or the State of Texas, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, to act as such Paying Agent/Registrar, under this Ordinance. Upon any change in a Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in a Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, postage prepaid which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

Section 11. Initial Bond; Exchange or Transfer of Bonds. Initially, one Bond (the “Initial Bond”) numbered I-1 and being in the principal amount, respectively, as shown in Section 2 for each year of maturity, and representing the entire principal amount of Bonds shall be registered in the name of the Initial Purchaser or the designee thereof and shall be executed and submitted to the Attorney General of Texas for approval, and thereupon certified by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, by manual signature. At any time thereafter, the Owner may deliver the Initial Bond to the Paying Agent/Registrar for exchange, accompanied by instructions from the Owner or such designee designating the person, maturities, and principal amounts to and in which the Initial Bond are to be transferred and the addresses of such persons, and the Paying Agent/Registrar shall thereupon, within not more than 72 hours, register and deliver such Bonds upon authorization of the City as provided in such instructions.

Each Bond shall be transferable within 72 hours after request, but only upon the presentation and surrender thereof at the designated payment office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Owner or his authorized representative in the form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, to the extent possible and under reasonable circumstances within three business day after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations, of the same maturity, in the appropriate principal amount, and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the appropriate corporate trust office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount or maturing amounts, as appropriate, equal to the unpaid principal amount or maturing amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with this Ordinance and each Bond so delivered shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The City or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

Section 12. Book-Entry Only System. (a) The Definitive Bonds may be initially issued in the name of Cede & Co., as nominee of DTC, as Registered Owner of the Bonds, and held in custody of DTC. A single certificate will be issued and delivered to DTC for each maturity of the Bonds. Beneficial owners of Definitive Bonds will not receive physical delivery of Bond certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other person purchasing, selling, or otherwise transferring beneficial ownership of Bonds is to receive, hold, or deliver any Bond certificate. No person shall acquire or hold any beneficial interest in any Bond representing a portion of the principal amount of such Bond which is other than \$5,000 or an integral multiple thereof.

(b) Replacement Definitive Bonds may be issued directly to beneficial owners of Bonds other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Bonds (which determination shall become effective no less than 90 days after written

notice to such effect to the City and the Paying Agent/Registrar); or (ii) the City has advised DTC of its determination (which determination is conclusive as to DTC and beneficial owners of the Bonds) that DTC is incapable of discharging its duties as securities depository for the Bonds; or (iii) the City has determined (which determination is conclusive as to DTC and the beneficial owners of the Bonds) that the interests of the beneficial owners of the Bonds might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any event described in (i) or (ii) above, the City shall use its best efforts to attempt to locate another qualified securities depository. If the City fails to locate another qualified securities depository to replace DTC, the City shall cause to be executed, authenticated, and delivered replacement Bonds, in certificate form, to the DTC participants having an interest in the Bonds as shown on the records of DTC provided by DTC to the City. In the event that the City makes the determination described in (iii) above and has made provisions to notify the beneficial owners of Bonds of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Bonds in certificate form to the DTC participants having an interest in the Bonds as shown on the records of DTC provided by DTC to the City. The City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in (ii) or (iii) above.

(c) Whenever, during the term of the Bonds, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Ordinance of holding, delivering, or transferring Bonds shall be deemed modified to require the appropriate person or entity to meet the requirement of DTC as to registering or transferring the book entry to produce the same effect.

(d) If at any time, DTC ceases to hold the Bonds, all references herein to DTC shall be of no further force or effect.

Section 13. City Officers' Duties. (a) Issuance of Bonds. The Mayor of the City shall submit the Initial Bond, the record of the proceedings authorizing the issuance of the Bonds, and any and all necessary orders, certificates, and records to the Attorney General of the State of Texas for his investigation. After obtaining the approval of the Attorney General, the Mayor of the City shall cause the Initial Bond to be registered by the Comptroller of Public Accounts of the State of Texas. The officers or acting officers of the City are authorized to execute and deliver on behalf of the City such certificates and instruments as may be necessary or appropriate prior to the delivery of and payment for the Bonds to and by the Initial Purchaser.

(b) Execution of Ordinance. The Mayor and the City Secretary of the City are authorized to execute the certificate to which this Ordinance is attached on behalf of the City and to do any and all things proper and necessary to carry out the intent hereof.

Section 14. Remedies of Owners. In addition to all rights and remedies of any Owner of the Bonds provided by the laws of the State of Texas, the City and the City Commission covenant and agree that in the event the City defaults in the payment of the principal of or interest on any of the Bonds when due, fails to make the payments required by this Ordinance to be made into the Interest and Sinking Fund, or defaults in the observance or performance of any of the covenants, conditions, or obligations set forth in this Ordinance, the Owner of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Commission and other officers of the City to observe and perform any covenant, obligation, or condition prescribed in this Ordinance. No delay or omission by any Owner to exercise any right or power accruing to such Owner upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed

expedient. The specific remedies mentioned in this Ordinance shall be available to any Owner of any of the Bonds and shall be cumulative of all other existing remedies.

Section 15. Notice to Owners. Except as may be otherwise provided in this Ordinance, where this Ordinance provides for notice to Owners of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner, at the address of such Owner as it appears in the Register. Neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Owner of Bonds shall affect the sufficiency of such notice with respect to all other Owners. Wherever this Ordinance provides for notice in any manner, such notice may be waived in writing by the entity entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the City, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 16. Lost, Stolen, Destroyed, Damaged, or Mutilated Bonds; Destruction of Paid Bonds. (a) Replacement Bonds. In the event any outstanding Bond shall become lost, stolen, destroyed, damaged, or mutilated, at the request of the Owner thereof, the City shall cause to be executed, registered by the Paying Agent/Registrar, and delivered a substitute Bond of like date and tenor, in exchange and substitution for and upon cancellation of such mutilated or damaged Bond, or in lieu of and substitution for such Bond, lost, stolen, or destroyed, subject to the provisions of subsections (b), (c), (d), and (e) of this Section.

(b) Application and Indemnity. Application for exchange and substitution of lost, stolen, destroyed, damaged, or mutilated Bonds shall be made to the Paying Agent/Registrar. In every case the applicant for a substitute Bond shall furnish to the Paying Agent/Registrar such deposit for fees and costs as may be required by the City to save it and the Paying Agent/Registrar harmless from liability. In every case of loss, theft, or destruction of a Bond, the applicant shall also furnish to the Paying Agent/Registrar indemnity to the Paying Agent/Registrar's satisfaction and shall file with the City evidence to the City's satisfaction of the loss, theft, or destruction and of the ownership of such Bond. In every case of damage or mutilation of a Bond, the applicant shall surrender the Bond so damaged or mutilated to the Paying Agent/Registrar.

(c) Matured Bonds. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bonds, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a substitute Bond, if any, provided security or indemnity is furnished as above provided in this Section.

(d) Expense of Issuance. Upon the issuance of any substitute Bonds, the City may charge the owner of such Bond with all fees and costs incurred in connection therewith. Every substitute Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, destroyed, damaged, or mutilated shall constitute a contractual obligation of the City, whether or not the lost, stolen, destroyed, damaged, or mutilated Bonds shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority to Issue Substitute Bonds. This Ordinance shall constitute sufficient authority for the issuance of any such substitute Bonds without necessity of further action by the City or any other body or person, and the issuance of such substitute Bonds is hereby authorized, notwithstanding any other provisions of this Ordinance.

(f) Destruction of Paid Bonds. At any time subsequent to six months after the payment thereof, the Paying Agent/Registrar is authorized to cancel and destroy any Bonds duly paid and shall furnish to the City a certificate evidencing such destruction.

Section 17. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof or interest thereon, if applicable, becomes due, either at maturity or otherwise, or if any check or draft representing payment of principal of or interest on the Bonds shall not be presented for payment, if funds sufficient to pay the principal of or interest on such Bond shall have been made available by the City to the Paying Agent/Registrar for the benefit of the Registered Owner thereof, all liability of the City to the Registered Owner thereof for the payment of the principal of or interest on such Bond shall cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds in trust, uninvested and without liability for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance with respect to the principal of or interest on such Bond. To the extent applicable, the Paying Agent/Registrar shall hold and apply any such funds in accordance with Title 6, Texas Property Code, and shall comply with the reporting requirements of Chapter 74, Texas Property Code, or to the extent such provisions do not apply to the funds, such funds will be paid by the Paying Agent/Registrar Agreement to the City upon receipt by the Paying Agent/Registrar of a written request thereof from the City.

Section 18. Redemption. The Bonds are not subject to optional redemption prior to their stated maturities.

Section 19. Defeasance. (a) Except to the extent provided in subsection (c) of this Section, any Bond, and the interest thereon, shall be deemed to be paid, retired, and no longer outstanding within the meaning of this Ordinance (a "Defeased Bond") when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a person described by Section 1207.061(a), Texas Government Code, as amended (a "Depository"), with respect to the safekeeping, investment, administration, and disposition of a deposit made under Section 1207.061, Texas Government Code, as amended, for such payment (the "Deposit") (A) lawful money of the United States of America sufficient to make such payment or (B) Government Obligations, which may be in book-entry form, that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment or redemption of any Defeased Bond. To cause a Bond scheduled to be paid or redeemed on a date later than the next scheduled interest payment date on such Bond to become a Defeased Bond, the City must, with respect to the Deposit, enter into an escrow or similar agreement with a Depository.

In connection with any defeasance of the Bonds, the City shall cause to be delivered either: (i) a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Defeased Bonds in full on the maturity or redemption date thereof ("Verification"); or (ii) a certificate from the Mayor or the City's financial advisor certifying that the amount deposited with a Depository is sufficient to pay the Defeased Bonds in full on the maturity or redemption date thereof. In addition to the required Verification or certificate, the City shall also cause to be delivered an opinion of nationally recognized bond counsel to the effect that the Defeased Bonds are no longer outstanding pursuant to the terms hereof and a certificate of discharge of the Paying Agent/Registrar with respect to the Defeased Bonds. The Verification, if any, and each certificate and opinion required hereunder shall be acceptable in form and substance, and addressed, if applicable, to the

Paying Agent/Registrar and the City. The Bonds shall remain outstanding hereunder unless and until they are in fact paid and retired or the above criteria are met.

At such time as a Bond shall be deemed to be a Defeased Bond hereunder, and all herein required criteria have been met, such Bond and the interest thereon shall no longer be outstanding or unpaid and shall no longer be entitled to the benefits of the pledge of the security interest granted under this Ordinance, and such principal and interest shall be payable solely from the Deposit of money or Government Obligations.

(b) Any money so deposited with a Depositary may at the written direction of the City also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Government Obligations received by a Depositary which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be used as directed in writing by the City.

(c) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 20. Ordinance a Contract; Amendments. This Ordinance shall constitute a contract with the Owners, from time to time, of the Bonds, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Bond remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, amend, change, or modify this Ordinance as may be required (a) by the provisions hereof; (b) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein; or (c) in connection with any other change which is not to the prejudice of the Owners. The City may, with the written consent of the Owners of the majority in aggregate principal amount of Bonds then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided that without the consent of all of the Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds or reduce the principal amount thereof or the rate of interest thereon; (ii) give any preference to any Bond over any other Bond; (iii) extend any waiver of default to subsequent defaults; or (iv) reduce the aggregate principal amount of Bonds required for consent to any such amendment, change, modification, or rescission. When the City desires to make any amendment or addition to or rescission of this Ordinance requiring consent of the Owners, the City shall cause notice of the amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

Section 21. Sale and Delivery of the Bonds. (a) The sale of the Bonds to the Initial Purchaser pursuant to the Pricing Certificate and the Purchase Contract is hereby confirmed and delivery of the Bonds to the Initial Purchaser shall be made as soon as practicable after the adoption of this Ordinance, upon payment therefor, in accordance with the Purchase Contract. The Authorized Representatives are hereby authorized to sign and deliver the Purchase Contract.

(b) Approval of Official Statement. An Authorized Representative is hereby directed to approve the form and content of the Official Statement relating to the Bonds and any addenda, supplement, or

amendment thereto, and approve the distribution of such Official Statement in the reoffering of the Bonds by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The form and content of and the distribution and use of the Preliminary Official Statement as approved by an Authorized Representative is approved.

(c) Legal Opinion. The Initial Purchaser's obligation to accept delivery of the Bonds is subject to its being furnished an opinion of Winstead PC, such opinion to be dated and delivered as of the date of delivery and payment for the Bonds.

(d) Registration and Delivery. Upon the registration of the Initial Bond, the Comptroller of Public Accounts of the State of Texas is authorized and instructed to deliver the Initial Bond pursuant to the instruction of the Mayor of the City for delivery to the Initial Purchaser.

Section 22. Use of Proceeds. The proceeds from the sale of the Bonds shall be as follows: (i) the amount specified in the Pricing Certificate, shall be deposited to credit of the Escrow Fund which proceeds, together with other funds on deposit therein and received from the investment thereof, shall be used to retire the Refunded Obligations; (ii) accrued interest, if any, shall be deposited in the Interest and Sinking Fund in the amount specified in the Pricing Certificate; and (iii) the amount specified in the Pricing Certificate of the proceeds will be used to pay costs of issuance of the Bonds.

Section 23. Matters Related to Refunding. (a) In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Authorized Representative and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the payment of the Refunded Obligations, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

(b) The Escrow Agreement, attached hereto as Exhibit "C", is hereby approved and may be executed and delivered on behalf of the City. To assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, the Authorized Representative and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase non-callable obligations of the United States of America, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report referred to in the Escrow Agreement, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization, and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

(c) The Refunded Obligations are subject to redemption prior to their stated maturities at the price of par plus accrued interest to the date of redemption. The City hereby orders that the Refunded Obligations be called for redemption on the date set forth in the Notice of Redemption in Exhibit D attached hereto, which is incorporated herein by reference for all purposes, and such order to redeem the Refunded Obligations on such dates shall be irrevocable upon delivery of the Bonds.

Section 24. Continuing Disclosure Undertaking. (a) Annual Reports. The City shall provide annually to the Municipal Securities Rulemaking Board (the "MSRB") pursuant to its Electronic Municipal Market Access System ("EMMA"), within six months after the end of each fiscal year ending in or after 2017, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in Exhibit E hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles

described in Exhibit E hereto and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, the City shall provide audited financial statements for the applicable fiscal year to each the MSRB when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB).

(b) Notice of Occurrence of Certain Events, Whether or Not Material. The City will notify the MSRB through EMMA (in an electronic format as prescribed by the MSRB) within ten business days following the occurrence of any of the following events with respect to the Bonds, without regard to whether such event is material within the meaning of the federal securities laws: (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves reflecting financial difficulties; (3) unscheduled draws on credit enhancements reflecting financial difficulties; (4) substitution of credit or liquidity providers, or their failure to perform; (5) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds; (6) tender offers; (7) defeasances; (8) rating changes; and (9) bankruptcy, insolvency, receivership or similar event of an obligated person. (Neither the Bonds nor the Resolution make any provision for credit enhancement – (unless a municipal bond insurance policy is obtained -) or liquidity enhancement).

For these purposes, any event described in the immediately preceding paragraph (9) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(c) Notice of Occurrence of Certain Events, if Material. The City also will notify the MSRB through EMMA (in an electronic format as prescribed by the MSRB) within ten business days following the occurrence of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws: (1) non-payment related defaults; (2) modifications to rights of “holders”; (3) redemption calls; (4) release, substitution, or sale of property securing repayment of the Bonds; (5) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and (6) appointment of a successor or additional trustee or the change of name of a trustee.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule.

The provisions of this Section are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provisions of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended, supplemented, or repealed by the City from time to time under the following circumstances, but not otherwise: (1) to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if the provisions of this Section, as so supplemented or amended, would have permitted an underwriter to purchase or sell Bonds in the present offering in compliance with the Rule and either the Owners of a majority in aggregate principal amount of the Outstanding Bonds consent to such amendment, supplement, or repeal, or any State agency or official determines that such amendment, supplement, or repeal will not materially impair the interests of the beneficial owners of the Bonds, (2) upon repeal of the applicable provisions of the Rule, or any judgment by a court of final jurisdiction that such provisions are invalid, or (3) in any other circumstance or manner permitted by the Rule.

Section 25. Perfection of Security. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the proceeds of ad valorem taxes thereto, and such pledge is, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the ad valorem tax proceeds is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in such pledge, the City agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur.

Section 26. Further Procedures. The Mayor and the City Secretary of the City and all other officers, employees, attorneys, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the Pricing Certificate, the Escrow Agreement, and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. Prior to the initial delivery of the Bonds, the Mayor and the City Secretary of the City and Bond Counsel to the City are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Attorney General of the State of Texas.

Section 27. Attorney General Examination Fee. The City recognizes that under Section 1202.004, Texas Government Code, the Attorney General of Texas requires a nonrefundable examination fee be paid at the time of submission of the transcript of the proceedings authorizing the Bonds and that, based upon the principal amount of the Bonds, such fee is the lesser of one-tenth of one percent of the principal amount of the Bonds or \$9,500.00. Bond Counsel is accommodating the City by paying such fee upon such submission of such transcript. Officials of the City are, however, hereby authorized to reimburse Bond Counsel such amount as soon as possible and whether or not the Bonds are ever delivered and such amount is hereby appropriated from available funds for such purpose. The City is also authorized to reimburse the fund used for such repayment with proceeds of the Bonds.

Section 28. Miscellaneous Provisions. (a) General. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice versa. Reference to any document means that document as amended or supplemented from time to time. Reference to any party to a document means that party and its successors and assigns. Reference herein to any article, section, subsection or other subdivision, as applicable, unless specifically stated otherwise, means the article, section, subsection or other subdivision, as applicable, of this Ordinance.

(b) Titles Not Restrictive. The titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(c) Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be inapplicable, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.

(d) Severability. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(e) Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(f) Open Meeting. The City officially finds and determines that the meeting at which this Ordinance is adopted was open to the public; and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

(g) Immediate Effect. Notwithstanding any charter provision or other laws, this Ordinance shall be immediately effective upon its adoption by the City Commission.

PASSED AND APPROVED on first and final reading by the City Commission of the City of Weslaco this June 20, 2017.

/s/ David Suarez
Mayor, City of Weslaco, Texas

ATTEST:

/s/ Elizabeth Walker
City Secretary, City of Weslaco, Texas

SCHEDULE I
CANDIDATES FOR REFUNDED OBLIGATIONS

CITY OF WESLACO, TEXAS

Tax and Revenue Certificates of Obligation, Series 2012

MATURITY DATES <u>(August 15)</u>	INTEREST <u>RATES</u>	PRESENT CUSIP <u>NUMBERS</u>	PRINCIPAL AMOUNT <u>REDEEMED (\$)</u>	CALL <u>DATE</u>
2022	3.000	950868MG1	1,470,000	08/15/2021
2023	3.000	950868MH9	1,515,000	08/15/2021
2024	5.000	950868MJ5	1,560,000	08/15/2021
2025	5.000	950868NK2	1,635,000	08/15/2021
2026	5.000	950868NL0	1,720,000	08/15/2021
2027	5.000	950868NM8	1,805,000	08/15/2021
2028	5.000	950868NN6	1,895,000	08/15/2021
2029	5.000	950868NP1	1,990,000	08/15/2021
2030	5.000	950868NQ9	2,090,000	08/15/2021
2031	5.000	950868NR7	2,195,000	08/15/2021
2032	4.125	950868NS5	2,305,000	08/15/2021

* * *

EXHIBIT A

PRICING CERTIFICATE

The undersigned, being an Authorized Representative of the City of Weslaco, Texas, pursuant to Section 1 of the Ordinance adopted on June 20, 2017 (the "Ordinance") authorizing the issuance of "CITY OF WESLACO, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2017" (the "Bonds") does hereby approve the following terms of the Bonds:

1. The Bonds have been sold to _____, as Initial Purchaser, and as representative of a syndicate of underwriters including _____, _____, and _____.
2. The total principal amount of the Bonds is \$_____.
3. The purchase price for the Bonds is \$_____ (representing the principal amount of the Bonds of \$_____, plus a premium of \$_____, and less an Underwriter's discount of \$_____) plus accrued interest from June 15, 20__ to June 30, 20__. The City contribution is \$_____.
4. The refunding will result in a net present value savings of approximately \$_____ or _____% and a gross savings of \$_____. The net effective per annum rate is _____% which is less than 3.50% as provided in the Ordinance.
5. The maturity dates, principal amounts, and interest rates for the Bonds are as set forth below:

<u>Maturity (2/15)</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>	<u>Yield (%)</u>	<u>Price</u>
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				

6. The Refunded Obligations are approved as set forth below:

<u>Name of Issue</u>	<u>Maturities Refunded</u>	<u>Principal Amount</u>	<u>Redemption Date</u>
Limited Tax Refunding Bonds, Series 2012	02/15/2018	\$1,010,000	02/15/2022
	02/15/2019	\$1,045,000	02/15/2022
	02/15/2020	\$1,365,000	02/15/2022
	02/15/2021	\$1,400,000	02/15/2022
	02/15/2022	\$1,430,000	02/15/2022
	02/15/2023	\$970,000	02/15/2022
	02/15/2023	\$500,000	02/15/2022

7. Proceeds from the sale of the Bonds (net underwriter's discount) plus the City Contribution shall be applied as follows: \$_____ shall be deposited into the Escrow Fund to refund the Refunded Obligations, \$_____ representing accrued interest shall be deposited in the Interest and Sinking Fund, \$_____ shall be used to pay costs of issuance of the Bonds, and \$_____ representing a rounding amount shall be deposited in the Interest and Sinking Fund.

8. Allocation of premium: (net underwriters' discount): \$_____ to pay costs of issuance, \$_____ representing a rounding amount deposited to the Interest and Sinking Fund, and the balance deposited into the Escrow Fund.

9. The terms of sale of the Bonds are the most reasonable and advantageous and are in the best interest of the City.

[The remainder of this page intentionally left blank.]

EXECUTED AND DELIVERED this _____.

CITY OF WESLACO, TEXAS

Finance Director

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of July 15, 2017 (the “Agreement”), by and between the CITY OF WESLACO, TEXAS (the “City”), and AMEGY BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION, Houston, Texas, a banking association duly organized and existing under the laws of the United States of America (the “Bank”).

RECITALS

WHEREAS, the City has duly authorized and provided for the issuance of its “City of Weslaco, Texas Limited Tax Refunding Bonds, Series 2017” (the “Securities”), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon;

WHEREAS, the Securities are scheduled to be delivered to the initial purchaser thereof as provided in the “Ordinance” (hereinafter defined);

WHEREAS, the City has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the City and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I. APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. The City hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the City the principal and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the Ordinance.

The City hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the City books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Ordinance.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation. As compensation for the Bank’s services as Paying Agent/Registrar, the City hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank’s current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the City on or before 90 days prior to the close of the Fiscal Year of the City, and shall be effective upon the first day of the following Fiscal Year.

In addition, the City agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II. DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Bank Office” means the designated corporate trust office of the Bank as indicated on the signature page hereof. The Bank will notify the City in writing of any change in location of the Bank Office.

“Fiscal Year” means the fiscal year of the City, ending September 30.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“City Request” and “City Ordinance” means a written request or order signed in the name of the City by the Mayor, the City Secretary, or the Finance Director of the City, any one or more of said officials, delivered to the Bank.

“Legal Holiday” means a day on which the Bank is required or authorized to be closed.

“Ordinance” means the order of the governing body of the City pursuant to which the Securities are issued, certified by the Secretary of the City Commission or any other officer of the City and delivered to the Bank.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the City providing for the registration and transfer of the Securities.

“Stated Maturity” means the date specified in the Ordinance the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions. The terms “Bank,” City,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE III. PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the City, pay on behalf of the City the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the City, pay on behalf of the City the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02. Payment Dates. The City hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

ARTICLE IV. REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the City at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the City and subject to such reasonable regulations as the City and the Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Bonds. The City shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.03. List of Security Holders. The Bank will provide the City at any time requested by the City, upon payment of the required fee, a copy of the information contained in the Security Register. The City may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the City, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the City so that the City may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.04. Return of Cancelled Bonds. The Bank will, at such reasonable intervals as it determines, surrender to the City, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.05. Mutilated, Destroyed, Lost or Stolen Securities. The City hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing

by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the City and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

Section 4.06. Transaction Information to City. The Bank will, within a reasonable time after receipt of written request from the City, furnish the City information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE V. THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof. The Bank is also authorized to transfer funds relating to the closing and final delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the City's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the financial advisor or the City as the final closing memorandum. The Bank shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Transfer of Funds. The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum approved by the City as prepared by the City's financial advisor or other agent.

Section 5.03. Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by City.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.04. Recitals of City. The recitals contained herein with respect to the City and in the Securities shall be taken as the statements of the City, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the City, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.05. May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledge of Securities and may otherwise deal with the City with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.06. Money Held by Bank. A special depository account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the City and held hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities, shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for deposits of public funds by an instrumentality and political subdivision of the State of Texas to the extent that such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

All funds at any time and from time to time provided to or held by the Bank hereunder shall be deemed, construed, and considered for all purposes as being provided to or held by the Bank in trust. The Bank acknowledges, covenants, and represents that it is acting herein in trust in relation to such funds, and is not accepting, holding, administering, or applying such funds as a banking depository, but solely as a paying agent for and on behalf of the Security thereto. The Holders shall be entitled to the same preferred claim and first lien on the funds so provided as are enjoyed by the beneficiaries of trust funds generally. The funds provided to the Bank hereunder shall not be subject to warrants, drafts or checks drawn by the City and, except as expressly provided herein, shall not be subject to compromise, setoff, or other charge or diminution by the Bank.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the unclaimed property laws of the State of Texas and any provisions in the Ordinance to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Bank to the issuer, and the Holder of such Security shall thereafter look only to the City for payment thereof, and all liability of the Bank with respect to such money shall thereupon cease. If the City does not elect, the Bank is directed to report and dispose of the funds in compliance with Title 6 of the Texas Property Code, as amended.

Section 5.07. Indemnification. To the extent permitted by law, the City agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.08. Interpleader. The City and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the City are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The City and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.09. Depository Trust Company Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements,” currently in effect, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.10. Reporting Requirements of Paying Agent/Registrar. To the extent required by the Code and the regulations promulgated and pertaining thereto, it shall be the duty of the Paying Agent/Registrar, on behalf of the City, to report to the owners of the Bonds and the Internal Revenue Service (i) the amount of “reportable payments”, if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Bonds and (ii) the amount of interest or amount treating as interest on the Bonds and required to be included in gross income of the owner thereof.

ARTICLE VI. MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the City or the Bank shall be mailed or delivered to the City or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein by the City shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement. This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the City and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and City mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the City.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

(Remainder of this page intentionally left blank)

Section 6.11. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Attest:

**AMEGY BANK, A DIVISION OF ZB,
NATIONAL ASSOCIATION**

By _____

By _____

Title _____

Title _____

(BANK SEAL)

Address: 1801 Main Street, Suite 850
Houston, Texas 77002

Attest:

CITY OF WESLACO, TEXAS

By _____
City Secretary

By _____
Mayor

(CITY SEAL)

Address: 255 South Kansas Avenue
Weslaco, Texas 78596

SCHEDULE A

Paying Agent/Registrar Fee Schedule

EXHIBIT C

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of July 15, 2017 (herein, together with any amendments or supplements hereto, called the "Agreement"), entered into by and between the CITY OF WESLACO, TEXAS (the "City"), and AMEGY BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION, Houston, Texas, a national banking association, as escrow agent (herein, together with any successor in such capacity, called the "Escrow Agent").

W I T N E S S E T H :

WHEREAS, the City has heretofore issued and there presently remain outstanding the obligations (collectively the "Refunded Obligations") of the City listed and described in the Verification Report of Grant Thornton LLP (the "Report") relating to the Refunded Obligations, as Exhibit "A," attached hereto and made a part hereof;

WHEREAS, the Refunded Obligations are scheduled to mature or have been called for early redemption in such years, bear interest at such rates, and are payable at such times and in such amounts as are set forth in the Report;

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity dates or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose;

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with any place of payment (paying agent) for any of the Refunded Obligations, or with a trust company or commercial bank that does not act as a depository for the City, and such deposit, if made before the payment dates of the Refunded Obligations and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207 (specifically, Section 1207.062, Texas Government Code) further authorizes the City to enter into an escrow agreement with the paying agent for any of the Refunded Obligations, trust company, or commercial bank with respect to the safekeeping, investment, administration, and disposition of any such deposit, upon such terms and conditions as the City and such paying agent may agree, provided that such deposits may be invested only in direct obligations of the United States of America, including obligations, the principal of and interest on which are unconditionally guaranteed by the United States of America, and which may be in book entry form, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Refunded Obligations when due;

WHEREAS, U. S. Bank, Houston, Texas is the paying agent for the Refunded Obligations (the "Paying Agent");

WHEREAS, the Escrow Agent is a trust company or commercial bank and does not act as depository for the City, and this Agreement constitutes an escrow agreement of the kind authorized and required by Chapter 1207; and

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available to the other places of payment, if any, for the Refunded Obligations the amounts required to provide for the payment of the principal of and interest on such obligations when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement;

WHEREAS, the issuance, sale, and delivery of the “City of Weslaco, Texas Limited Tax Refunding Bonds, Series 2017” (the “Bonds”), have been duly authorized for the purpose, among others, of obtaining the funds required to provide for the payment of the principal of the Refunded Obligations at their respective maturity or redemption dates and the interest thereon to such maturity or redemption dates;

WHEREAS, the City desires that, concurrently with the delivery of the Bonds to the initial purchaser thereof, a portion of the proceeds of the Bonds shall be applied to purchase certain “Escrowed Securities” (as herein defined) for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund;

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts as will provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay the interest on the Refunded Obligations as it accrues and becomes payable and the principal of the Refunded Obligations on their maturity dates or redemption dates;

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities the City desires to establish the Escrow Fund at the designated office of the Escrow Agent; and

WHEREAS, the Escrow Agent hereby acknowledges its acceptance of the terms and provisions hereof.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, and agreements herein contained, the sufficiency of which hereby is acknowledged, and to secure the full and timely payment of principal of and the interest on the Refunded Obligations, the City and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

“Beginning Cash Balance” means the funds described in the Report attached to this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings, and court decisions thereunder.

“Escrow Fund” means the fund created in Section 3.01 of this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

“Escrowed Securities” means direct, noncallable obligations of the United States of America, including noncallable obligations of which the full and timely payment of the principal and interest are unconditionally guaranteed by the United States of America, that mature and/or bear interest payable at

such times and in such amounts sufficient without reinvestment to provide for the scheduled payment of the principal of and interest on the Refunded Obligations. Investments in mutual funds and unit investment trusts are prohibited.

Section 1.02. Other Definitions. The terms “Agreement,” “City,” “Escrow Agent,” “Refunded Obligations,” “Refunded Obligations Paying Agent,” “Report,” and “Bonds,” when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.03. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Obligations in accordance with applicable law.

ARTICLE II. DEPOSIT OF FUNDS AND ESCROWED SECURITIES IN THE ESCROW FUND

Concurrently with the sale and delivery of the Refunding Obligations, the City shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds and Escrowed Securities described in the Report, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the City in writing.

ARTICLE III. CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent hereby creates on its books a special trust and irrevocable escrow fund to be known as “City of Weslaco, Texas Limited Tax Refunding Bonds, Series 2017 Escrow Fund” (the “Escrow Fund”) for the purpose of paying the principal of and interest on the Refunded Obligations, as described in the Report, in order to make firm banking arrangements therefor. The Escrow Agent hereby agrees that upon receipt thereof it will deposit to the credit of the Escrow Fund the Beginning Cash Balance and the Escrowed Securities described in the Report. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (i) shall be the property of the Escrow Fund, (ii) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (iii) to the extent needed to pay the principal and interest requirements on the Refunded Obligations, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Refunded Obligations, any balance then remaining in the Escrow Fund shall be transferred to the City, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. Payment of Principal and Interest. The Escrow Agent is hereby irrevocably instructed to transfer to the Refunded Obligations Paying Agent, from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Refunded Obligations at their respective maturity date or dates as of which such Refunded Obligations have been called for earlier redemption, and interest thereon when due, in the amounts and at the times shown in the Report.

Section 3.03. Sufficiency of Escrow Fund. The City represents that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Refunded Obligations Paying Agent, at the times and in the amounts required to pay the interest on the

Refunded Obligations as such interest comes due and the principal of the Refunded Obligations as such principal comes due, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Refunded Obligations Paying Agent to make the payments set forth in Section 3.02 hereof, the City shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional moneys in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the City's failure to make additional deposits thereto.

Section 3.04. Trust Funds. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities, and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunded Obligations, and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Obligations shall be entitled to a preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right or title with respect thereto except as a trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the City or, except to the extent expressly herein provided, by a place of payment for the Refunded Obligations.

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct noncallable obligations of, or noncallable obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE IV. LIMITATION ON INVESTMENTS

Section 4.01. In General. Except as provided in Section 4.02, 4.02, 4.03, and 4.04 hereof, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions for the Escrowed Securities, or to sell, transfer, or otherwise dispose of such Escrowed Securities.

Section 4.02. Reinvestment of Certain Cash Balances in Escrow by Escrow Agent. In addition to the Escrowed Securities listed in the Report, the Escrow Agent shall reinvest cash balances shown in the Report in United States Treasury Obligations – State and Local Government Series with an interest rate equal to zero percent (0%) to the extent such Obligations are available from the Department of the Treasury. All such re-investments shall be made only from the portion of cash balances derived from the maturing principal of and interest on Escrowed Securities that are United States Treasury Certificates of Indebtedness, Notes or Bonds – State and Local Government Series. All such re-investments shall be acquired on and shall mature on the dates shown on the Report.

Section 4.03. Substitutions and Reinvestments. At the discretion of the City, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities, or redeem the Escrowed Securities and reinvest the proceeds thereof or hold

such proceeds as cash, together with other moneys or securities held in the Escrow Fund provided that the City delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant that, after such substitution or reinvestment, the principal amount of the securities in the Escrow Fund (which shall be noncallable, not pre-payable direct obligations of the United States of America), together with the interest thereon and other available moneys, will be sufficient to pay, without further investment or reinvestment, as the same become due in accordance with the Report, the principal of, interest on and premium, if any, on the Refunded Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such substitution or reinvestment will not cause the Refunded Obligations to be “arbitrage bonds” within the meaning of section 103 of the Code or the regulations thereunder in effect on the date of such substitution or reinvestment, or otherwise make the interest on the Refunded Obligations subject to federal income taxation, and (b) such substitution or reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Obligations.

The Escrow Agent shall have no responsibility or liability for loss or otherwise with respect to investments made at the direction of the City.

Section 4.04. Substitution for Escrowed Securities. Concurrently with the initial deposit by the City with the Escrow Agent, but not thereafter, the City, at its option, may substitute cash or non-interest bearing direct noncallable and not pre-payable obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof, and for which there are no payments other than the payment made on the maturity date) (the “Substitute Obligations”) for non-interest bearing Escrowed Securities, if any, but only if such Substitute Obligations

- (a) are in an amount, and/or mature in an amount, which is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted,
- (b) mature on or before the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted, and
- (c) produce the amount necessary to pay the interest on and principal of the Refunded Obligations, as set forth in the Report, as verified by a certified public accountant or a firm of certified public accountants.

If, concurrently with the initial deposit by the City with the Escrow Agent, any such Substitute Obligations are so substituted for any Escrowed Securities, the City may, at any time thereafter, substitute for such Substitute Obligations the same Escrowed Securities for which such Substitute Obligations originally were substituted.

Section 4.05. Excess Balances. Except with respect to final transfers of amounts held in the Escrow Fund (which shall be controlled by Section 3.01), the Escrow Agent shall transfer excess amounts held in the Escrow Fund to or on the order of the City provided that the City delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant that, after the transfer of the excess amounts, the principal amount of securities in the Escrow Fund, together with the interest thereon and other available money then held in the Escrow Fund, will be sufficient, without reinvestment, to pay on the Redemption Date the principal of and interest on the Refunded Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized bond counsel to the effect that (a) such transfer will not make the interest on the Refunding Obligations or the Refunded Obligations relating to such Escrow Fund subject to federal income taxation, and (b) such transfer complies with the laws of the State of Texas and with all relevant documents relating to the issuance of such Refunded Obligations and the Refunding Obligations.

Section 4.06. Arbitrage. The City hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunding Obligations or Refunded Obligations to be an “arbitrage bond” within the meaning of the Code.

ARTICLE V. APPLICATION OF CASH BALANCES

Except as provided in Sections 3.02, 4.02, 4.03, and 4.04 hereof, no transfers or re-investments shall be made of cash balances in the Escrow Fund.

ARTICLE VI. RECORDS, REPORTS AND NOTICES

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations, and application of the moneys and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the City and the owners of the Refunded Obligations.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent at least annually shall prepare and send to the City a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the respective Escrow Fund for payments on the Refunded Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII. CONCERNING THE PAYING AGENTS AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Refunded Obligations Paying Agent shall have any liability whatsoever for the insufficiency of funds

from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the City promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Bonds shall be taken as the statements of the City and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Bonds or the Refunded Obligations and is not responsible for nor bound by any of the provisions thereof (except as a place of payment or a paying agent/registrar therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions, or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the City thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for any loss unless the same shall have been through its negligence or willful misconduct.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the City with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the City or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the City at any time.

Section 7.03. Compensation.

(a) Concurrently with the sale and delivery of the Bonds, the City shall pay to the Escrow Agent the sum of \$_____, the sufficiency of which is hereby acknowledged by the Escrow Agent to pay its fee for performing the services of Escrow Agent hereunder and for all expenses incurred or to be incurred by it as Escrow Agent in the administration of this Agreement. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the City hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the City for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) The City covenants to timely pay for all future paying agency services of the Refunded Obligations Paying Agent in accordance with the paying agent fee schedule now or hereafter in effect through the final payment of the Refunded Obligations. In the event the City fails to pay the paying agent fee relating to the Refunded Obligations when due, such paying agent's sole remedy, as paying agent for such Refunded Obligations, for nonpayment shall be in accordance with the terms of the paying agent agreement relating to the Refunded Obligations, and no funds held in the Escrow Fund shall be available to pay such paying agent fees.

(c) To the extent permitted by law, the City agrees to indemnify the Escrow Agent and its officers, directors, agents, and employees for, and hold it and them harmless against, any loss, liability, claim, cost, suit, judgment, or expense (including, without limitation, legal fees and expenses) incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. This Section 7.03(c) shall survive the termination of this Agreement and the earlier removal or resignation of the Escrow Agent.

Section 7.04. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as Escrow Agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the City, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the City within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Obligations then outstanding by an instrument or instruments in writing filed with the City, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Refunded Bond may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be: (i) a corporation organized and doing business under the laws of the United States or the State of Texas; (ii) authorized under such laws to exercise corporate trust powers; (iii) have its principal office and place of business in the State of Texas; (iv) have a combined capital and surplus of at least \$5,000,000; (v) subject to the supervision or examination by Federal or State authority; and (vi) qualified to serve as Escrow Agent under the provisions of Chapter 1207.

Any successor Escrow Agent shall execute, acknowledge, and deliver to the City and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers, and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trust hereby created by giving not less than 60 days' written notice to the City and publishing notice thereof, specifying the date when such resignation will take effect, in a newspaper printed in the English language and with general circulation in New York, New York, such publication to be made once at least

three (3) weeks prior to the date when the resignation is to take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the owners of the Refunded Obligations or by the City as herein provided and such successor Escrow Agent shall be a paying agent for certain of the Refunded Obligations and shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

Under any circumstances, the Escrow Agent shall pay over to its successor Escrow Agent proportional parts of the Escrow Agent's fee and, if applicable, its paying agent's fee hereunder.

Section 7.05. Paying Agent for Refunded Obligations. The Paying Agent has heretofore contracted with the City to act as paying agent relative to the Refunded Obligations. The Paying Agent has received notice of redemption for the Refunded Obligations and will provide timely notice of redemption to the holders of such Refunded Obligations, in accordance with their respective authorizing order. The Paying Agent will continue to fully perform and carry out all of the normal and customary duties as paying agent for the Refunded Obligations, for so long as the same remain unpaid, including, but not limited to, making payments of interest as the same shall become due and principal, at maturity or upon prior redemption, to the owners and holders of the Refunded Obligations, in accordance with the respective orders of the City authorizing the respective issuances of the Refunded Obligations, and to apply all funds transferred to it pursuant to Section 3.02 hereof solely for the purpose of paying the principal of and interest on the Refunded Obligations in the manner provided herein; provided, however, that the City agrees to continue to pay the reasonable and customary fees of the Paying Agent under the respective Paying Agent/Registrar Agreement for the Refunded Obligations; provided further, that in the event that the Paying Agent, acting in its capacity as paying agent relative to the Refunded Obligations, is requested to perform any extraordinary services in such respect and, as a result thereof, any other fees, expenses, or charges of any kind or character become due and payable by the City to the Paying Agent, as paying agent relative to the Refunded Obligations, the City agrees to pay to the Paying Agent reasonable fees for such extraordinary services performed and to reimburse the Bank for expenses incurred in connection with such extraordinary services.

ARTICLE VIII. MISCELLANEOUS

Section 8.01. Acknowledgment of Receipt of Notice of Redemption. The Escrow Agent, by its execution of this Escrow Agreement, hereby acknowledges receipt of the Order authorizing the issuance of the Bonds, the receipt of such Order constituting written notice of redemption of such Refunded Obligations, as described in the Report. The Escrow Agent hereby agrees to provide or cause to be provided to the registered owners of the Refunded Obligations notice of deposit and notice of redemption as required by the order authorizing the issuance thereof.

Section 8.02. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent:

Amegy Bank, a division of ZB, National Association
1801 Main Street, Suite 850
Houston, Texas 77002
Attention: Arla Scott

To the City:

City of Weslaco, Texas
255 South Kansas Avenue
Weslaco, Texas 78596

Attention: Finance Director

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery.

Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten days prior notice thereof.

Section 8.03. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the City, the owners of the Refunded Obligations, or to any other person or persons in connection with this Agreement.

Section 8.04. Binding Agreement. This Agreement shall be binding upon the City and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Obligations, the City, the Escrow Agent, and their respective successors and legal representatives.

Section 8.05. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.06. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.07. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.08. Effective Date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in the Report and the Escrowed Securities, together with the specific sums as stated in subsection (a) of Section 6.03 for Escrow Agent, paying agency fees, expenses, and services.

Section 8.09. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Refunded Obligations.

Section 8.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all counterparts shall together constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, this Escrow Agreement has been executed in multiple counterparts, each one of which shall constitute one and the same original Agreement, as of the date and year appearing on the first page of this Agreement.

CITY OF WESLACO, TEXAS

Mayor

ATTEST:

City Secretary

**AMEGY BANK, A DIVISION OF ZB, NATIONAL
ASSOCIATION**

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A

[Verification Report can be found at Tab No. ____]

EXHIBIT D

Notices of Redemption

To the Owners of
THE FOLLOWING NAMED SERIES OF
CITY OF WESLACO, TEXAS
TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012
Dated January 15, 2012

NOTICE IS HEREBY GIVEN that the **CITY OF WESLACO, TEXAS** has called for redemption **ON AUGUST 15, 2021 AT A PRICE OF PAR, PLUS ACCRUED INTEREST** the following described outstanding bonds (the "Obligations") of the above described series as follows:

MATURITY DATES <u>(FEBRUARY 15)</u>	PRESENT CUSIP <u>NUMBERS</u>	PRINCIPAL <u>AMOUNT REDEEMED (\$)</u>
2022	950868MG1	1,470,000
2023	950868MH9	1,515,000
2024	950868MJ5	1,560,000
2025	950868NK2	1,635,000
2026	950868NL0	1,720,000
2027	950868NM8	1,805,000
2028	950868NN6	1,895,000
2029	950868NP1	1,990,000
2030	950868NQ9	2,090,000
2031	950868NR7	2,195,000
2032	950868NS5	2,305,000

NOTICE IS FURTHER GIVEN that due and proper arrangements have been made for providing BOKF, NA, Austin, Texas, the Paying Agent for the Bonds, with funds sufficient to pay the redemption price of the Bonds equal to the principal amount of the Bonds and the interest thereon to the redemption date. In the event the Bonds, or any of them, are not presented for redemption by the date fixed for their redemption, they shall not thereafter bear interest. If due provision for the payment of the redemption price is made, then the Bonds automatically shall be deemed to have been redeemed prior to their scheduled maturity, and they shall not bear interest after the redemption date, and they shall not be regarded as being outstanding except for the right of the owner thereof to receive the redemption price from the Paying Agent.

THIS NOTICE is issued and given pursuant to the redemption provisions in the proceedings authorizing the issuance of the Bonds and in accordance with the recitals and provisions of each of the Bonds.

In compliance with current federal tax law and broker reporting requirements, the Paying Agent is required to withhold 31% of the principal amount of your proceeds unless it is provided with your Social Security Number or federal employer identification number properly certified.

Any questions regarding this notice may be addressed to 1-800-275-2048.

BOKF, NA
as Paying Agent/Registrar

EXHIBIT E

Description of Annual Financial Information

The following information is referred to in Section 24 of this Ordinance.

Annual Financial Statements and Operating Data. The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below:

(a) the audited financial statements of the City for the most recently concluded fiscal year, and, to the extent that such statements are not completed and available, unaudited financial statements for such fiscal year;

(b) the tables or schedules in the Official Statement relating to the Bonds under Tables numbered 1 through 6 and 8 through 23, and in Appendix “B”.

Accounting Principles. The accounting principles, with respect to the City, referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above, as such principles may be changed from time to time to comply with state law or regulation.



Standardized Agenda Request Form

Date of Meeting: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1038	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration after public hearing on behalf of Leonardo Muñoz to approve Ordinance 2017-31 rezoning 113 Adelita Street, also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-31. Possible Action (Staffed by Planning and Code Enforcement).			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-1 One Family Dwelling District. Sixteen (16) property owners within 200 feet of the applicant's property were notified by letter on May 26, 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 application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on May 22, 2017.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended approval on June 7, 2017.			
Mardoqueo Hinojosa		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Exhibit, Rezone Application, Ordinance 2017-31			

Responsibilities upon Approval:

Staff will advise applicant.

Rezone Request

R-1 One Family Dwelling District to
R-2 Duplex and Apartment District

Legend

113 Adelita St

Sugarcane Drive

Water Plant

113 Adelita St

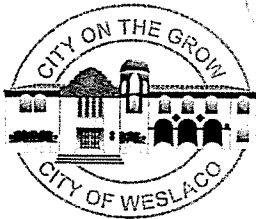
FM
88

Google earth

© 2016 Google

900 ft





APPLICATION FOR REZONING

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

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

FILE NO. REZ17-00008

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 12 Block _____

Subdivision Name Colonia San Francisco

Street Address Adelita

Existing Zoning M R-1 Existing Land Use None

Proposed Zoning MZ R-2 Proposed Land Use Apartments

☒ \$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 Leonardo Munoz Phone 973-0500

Address 3533 Moreland Dr. Fax: _____

City Weslaco State TX Zip Code 78054 E-Mail: leo@trinitymex.com

OWNER

Name Same As Above 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 [Signature] Date 5.9.17

Owner

Signature _____ Date _____

Applicant

Signature _____ Date _____

Authorized Agent

STAFF USE ONLY

Accepted By Ad Payment Received By Ad Date Paid 5/10/17

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

Date _____

P & Z Notice of Public Hearing Published in Newspaper

Date _____

City Commission Notice of Public Hearing Published

Date _____

Presented to P & Z Commission

Date _____

Approved _____ Disapproved _____ Tabled _____

Presented to City Commission

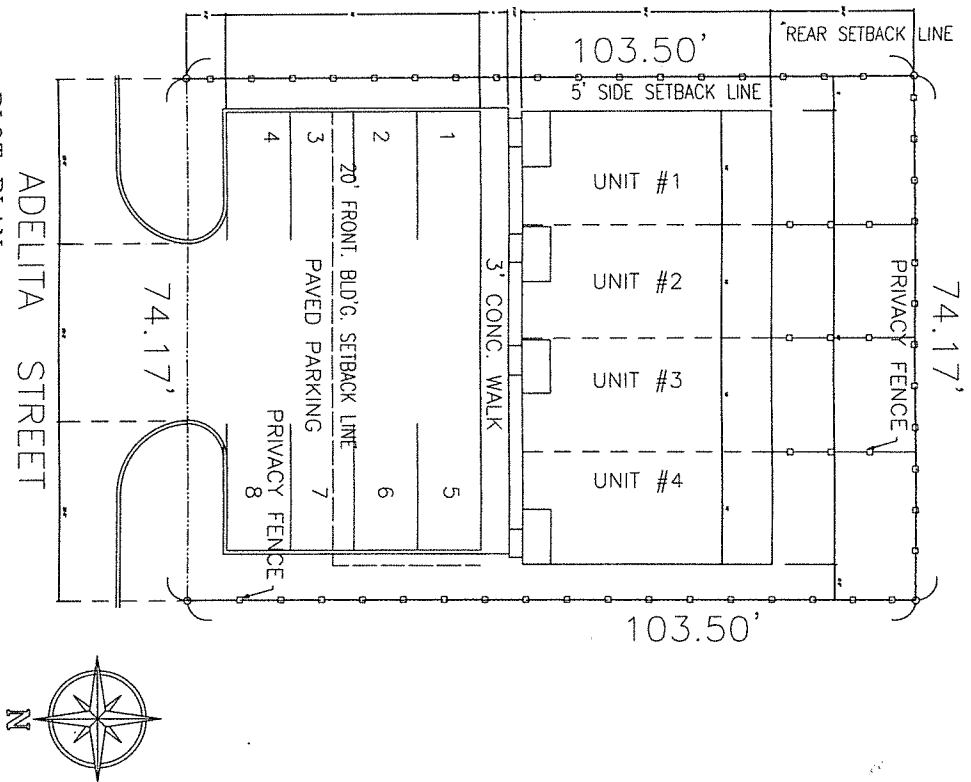
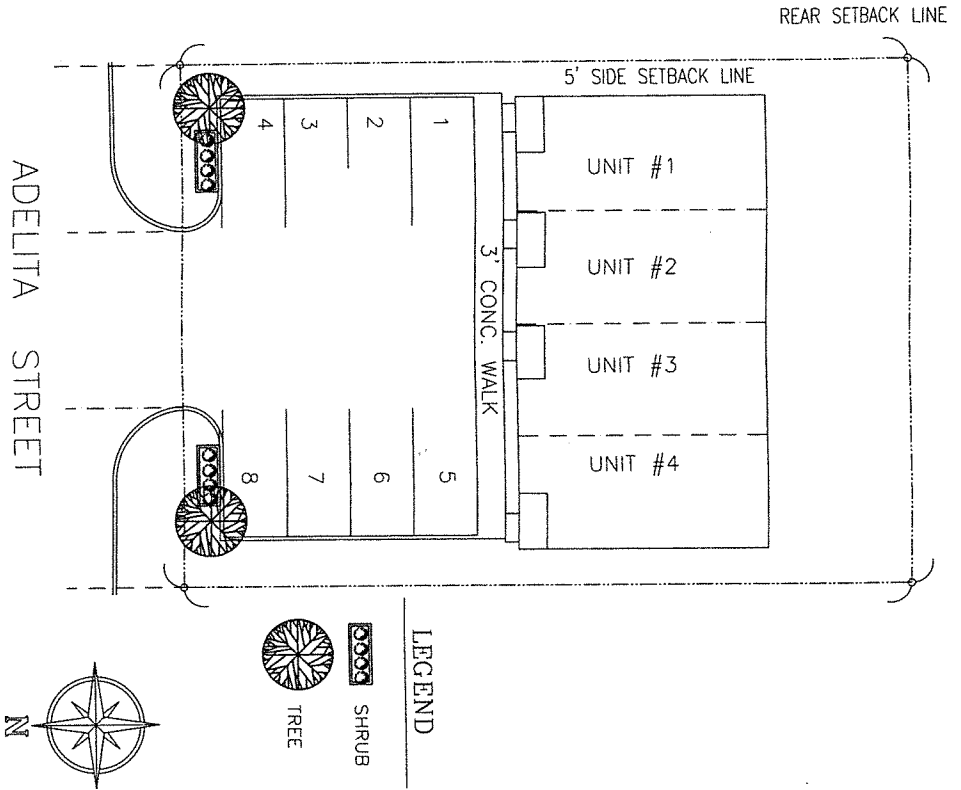
Date _____

Approved _____ Disapproved _____ Tabled _____

Ordinance No. _____

20' ALLEY

20' ALLEY



LOT 12, COLONIA SAN FRANCISCO
DE WESLACO, WESLACO, TX.

ADELITA STREET
PLOT PLAN

LANDSCAPING SITE PLAN

SITE PLAN

ADELITA APARTMENTS

113 ADELITA , WESLACO

TEXAS

A1.1

PROJECT #: 11314
DATE: 06/01/17
CHECKED BY: JLM
REVISION:

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

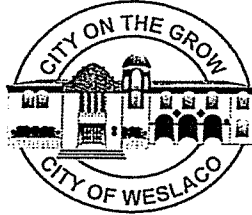
CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 7, 2017 at 5:30 p.m. and the City Commission will also hold a Public Hearing on Tuesday, June 20, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests: Si desea informacion en espanol, llame al departamento de Planeacion de la Ciudad de Weslaco, (956) 447-3401. Amirta L. Trejo is requesting to rezone 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Leonardo Munoz is requesting to rezone 113 Adelita Street also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. 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 June 7, 2017, for the Planning and Zoning Commission and on or before June 20, 2017, for the 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, 05/22/2017

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

May 26, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 7, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, June 20, 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:

Leonardo Munoz is requesting to rezone 113 Adelita Street also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District.

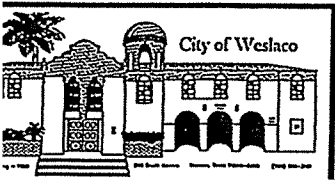
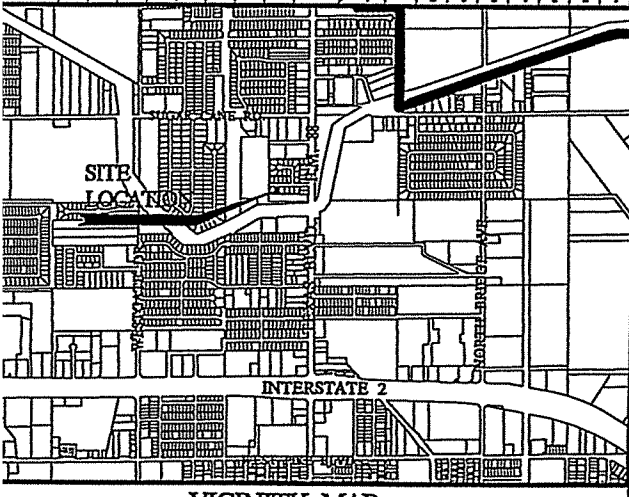
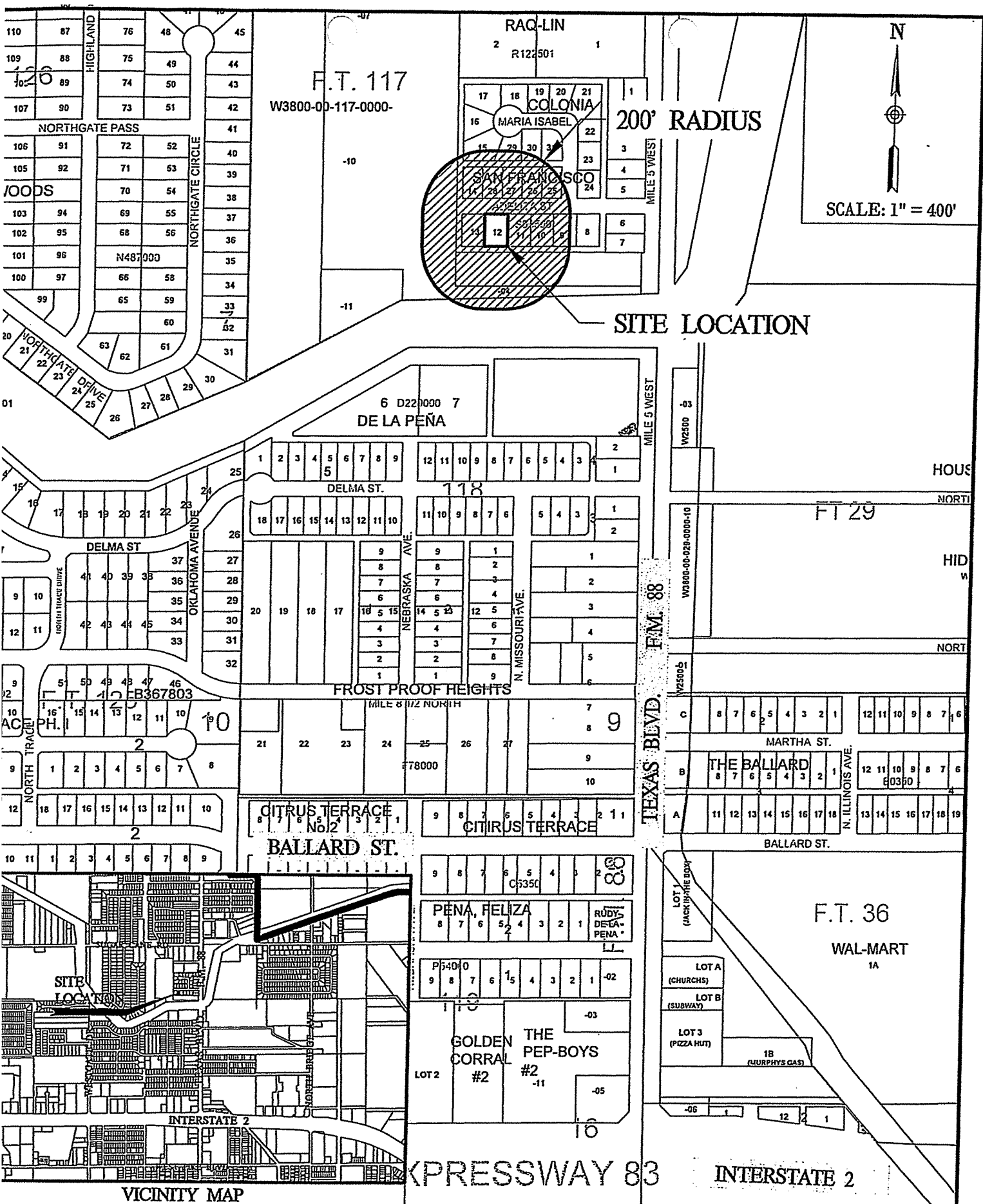
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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



LEONARDO MUNOZ
 113 ADELITA ST.
 LOT 12
 COLONIA SAN FRANCISCO DE WESLACO
 EXIST ZONING: R-1 PROP ZONING: R-2



MAY 22, 2017

DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0009-00 SAN FRANCISCO LT 9 107 ADELITA ST	L: 16041 B: 0
DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0010-00 SAN FRANCISCO LT 10 109 ADELITA ST	L: 16043 B: 0
LARA ELEAZAR & LIANA A B PO BOX 1970 DONNA TX 78537	S0650-00-000-0011-00 SAN FRANCISCO LT 11 111 ADELITA ST	L: 23682 B: 120336
CRUZ ENRIQUE 1102 EDNA ST WESLACO TX 78599	S0650-00-000-0012-00 SAN FRANCISCO LT 12 113 ADELITA ST	L: 16043 B: 0
LF TRINITY DEVELOPMENT GROUP 3533 MORELAND DR STE A WESLACO TX 78596	S0650-00-000-0013-00 SAN FRANCISCO LT 13 115 ADELITA ST	L: 16043 B: 143948
PENA BENIGNO 4793 W EXPRESSWAY 83 HARLINGEN TX 78552	S0650-00-000-0014-00 SAN FRANCISCO LOT 14 116 ADELITA ST	L: 13306 B: 20844
LEOS NORA 1914 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0015-00 SAN FRANCISCO LT 15 1914 MARIA ISABEL DR	L: 14553 B: 106015
DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0025-00 SAN FRANCISCO LT 25 108 ADELITA ST	L: 13306 B: 0
GONZALEZ JUAN & NELDA 3308 ROSEWOOD DR WESLACO TX 78599	S0650-00-000-0026-00 SAN FRANCISCO LT 26 110 ADELITA ST	L: 13306 B: 0
GARCIA NELDA 112 ADELITA ST WESLACO TX 78599	S0650-00-000-0027-00 SAN FRANCISCO LT 27 112 W ADELITA ST	L: 13306 B: 77893
GARCIA NELDA 112 ADELITA ST WESLACO TX 78599	S0650-00-000-0028-00 SAN FRANCISCO LT 28 0	L: 13306 B: 107665
RODRIGUEZ RENE 500 E LOS TORRITOS ST WESLACO TX 78596	S0650-00-000-0029-00 SAN FRANCISCO LT 29 1912 MARIA ISABEL DR	L: 14553 B: 0

City of Weslaco Code Enforcement Dept.

MAY 22, 2017

RODRIGUEZ EDUARDO E & EMMA L	S0650-00-000-0030-00	L: 13306
1910 MARIA ISABEL DR	SAN FRANCISCO LT 30	B: 30264
WESLACO TX 78599	1910 MARIA ISABEL DR	
SALAS MARIA DEL CARMEN & JESUS	S0650-00-000-0031-00	L: 13929
1908 MARIA ISABEL DR	SAN FRANCISCO LT 31	B: 23524
WESLACO TX 78599	1908 MARIA ISABEL DR	
WILSON STEVE R & ELSA A	W3800-00-117-0000-04	L: 191252
301 W STEVE DR	WEST TRACT S108'- E660' FT 117 C	B: 33098
WESLACO TX 78599	COUNTRYSIDE M/H PARK 1.64 AC GR 1	
	118 W STEVE DR	
WILSON FAMILY TRUST	W3800-00-117-0000-10	L: 0
121 W SUGAR CANE DR	WEST TRACT E10.18AC-W22.82AC FT	B: 0
WESLACO TX 78599	117 10.18AC	
	0 FM 88	

ORDINANCE NO. 2017-31

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 113 ADELITA STREET, ALSO BEING LOT 12, COLONIA SAN FRANCISCO SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENTS DISTRICT.

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

SECTION I: R-1 One Family Dwelling District to R-2 Duplex and Apartments District being Lot 12, Colonia San Francisco Subdivision, West Tract Subdivision, also being 113 Adelita 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 20th day of June, 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: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1040	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration after public hearing on behalf of Amirta L. Trejo to approve Ordinance 2017-32 rezoning 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-32. Possible Action (Staffed by Planning and Code Enforcement).			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on May 26, 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 application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on May 22, 2017.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on June 7, 2017.			
Mardoqueo Hinojosa		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Exhibit, Application and Supplements, Ordinance 2017-32			

Responsibilities upon Approval:

Staff will advise applicant.

Rezone Request

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

Legend

724 N Padre Ave
Commercial Dr

Interstate 2

DOLORES - HUERTA

Pike Boulevard

UTAH - AVE

PADRE - AVE

TIO - AVE

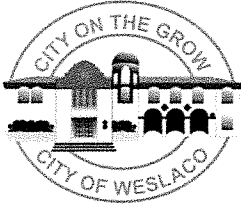
724 N Padre Ave

Google earth

© 2016 Google

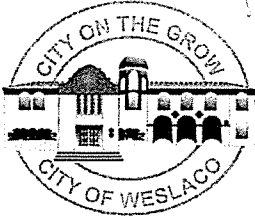
700 ft





Planning & Zoning Commission Standardized Agenda Request Form

Date of Meeting: June 7, 2017	Agenda Item No. (to be assigned by PCE): II. A.
From: Mardoqueo Hinojosa, P.E., Planning Director/City Engineer, on behalf of Amirta L. Trejo.	
Subject/Agenda Item: Discussion and consideration to rezone 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District.	
Discussion/Overview: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on May 22, 2017. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on May 26, 2017.	
Staff recommendation for Commission's Action: Staff recommends approval.	
Additional Action Prompted: ☒ Mayor's Signature ☒ Public Hearing ☐ Budget Amendment ☐ Resolution ☒ Ordinance – First Reading ☒ Ordinance – Final Reading	
Advisory Review, (if any): (name of board/committee, date of action, recommendation): N/A	
If item previously considered, provide date and action by Commission: N/A	
Attachments,(if any): Application for Rezone with attachments.	
Responsibilities upon Commission's Action: Planning 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. REZ17-00007

RECEIVED

MAY 05 2017

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 24 Block 3

Meeting &
City Subcommitment Dept.

Subdivision Name El Texano

Street Address 724 N. Padre Ave. Weslaco, TX 78596

Existing Zoning vacant Existing Land Use R-1

Proposed Zoning _____ Proposed Land Use ~~R-1~~ B1

☒ \$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 Amirita L. Trejo Phone 956 332-4695

Address 321 Samoa Dr Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: amirita.33@att.net

OWNER

Name Same 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 [Signature] Date 5-5-17
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

CITY OF WESLACO

956-968-3181

***** R E P R I N T R E C E I P T *****

REC#: 02254174 5/05/2017 1:57 PM

OPER: KArev TERM: 036

REF#:

PAID BY:

TRAN: 235.1000 PROCESSING FEE

2117

01 -400-3200

PROCESSING FEE-ONLI 5.00CR

TRAN: 204.0000 REZONING APPL FEE

2117

01 -400-1027

REZONING APPLICATIO 300.00CR

TENDERED: 320.00 CASH

APPLIED: 305.00-

255 S. KANSAS AVE ■ WESLACO, TEXAS

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

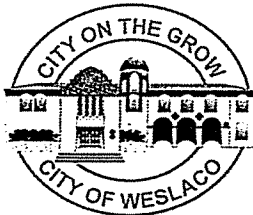
CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 7, 2017 at 5:30 p.m. and the City Commission will also hold a Public Hearing on Tuesday, June 20, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests: Si desea informacion en espanol, llame al departamento de Planeacion de la Ciudad de Weslaco, (956) 447-3401. Amirta L. Trejo is requesting to rezone 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Leonardo Munoz is requesting to rezone 113 Adelita Street also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District. 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 June 7, 2017, for the Planning and Zoning Commission and on or before June 20, 2017, for the 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, 05/22/2017

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

May 26, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 7, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, June 20, 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:

Amirta L. Trejo is requesting to rezone 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, 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,

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

MH/mh

City of Weslaco Code Enforcement Dept.

MAY 22, 2017

PALOMO GABRIEL 509 COUNTRY LN WESLACO TX 78596	E4900-00-002-0001-00 EL TEXANO BLK 2 LT 1 1404 N TIO AVE	L: 28311 B: 0
LEIJA MARY LOU ET AL OLIVIA O GARZA 717 N NEVEDA AVE WESLACO TX 78596	E4900-00-003-0001-00 EL TEXANO BLK 3 LTS 1-4 717 N NEVADA AVE	L: 73589 B: 26177
PALOMO CESAR 715 N NEVADA AVE WESLACO TX 78596	E4900-00-003-0005-00 EL TEXANO BLK 3 LT 5 715 N NEVADA AVE	L: 18750 B: 25670
ALANIZ, OVERLIN 711 N NEVADA AVE WESLACO TX 78596-5007	E4900-00-003-0006-00 EL TEXANO BLK 3 LT 6 711 N NEVADA AVE	L: 15313 B: 0
CAVAZOS MIGUEL P 712 N PADRE AVE WESLACO TX 78596	E4900-00-003-0019-00 EL TEXANO LT 19 & 20 BLK 3 712 N PADRE AVE	L: 37500 B: 50985
LEAL GUADALUPE 716 N PADRE AVE WESLACO TX 78596	E4900-00-003-0021-00 EL TEXANO BLK 3 LT 21 716 N PADRE AVE	L: 18750 B: 21293
RIVERA GUADALUPE V I 716 N PADRE AVE WESLACO TX 78596	E4900-00-003-0022-00 EL TEXANO BLK 3 LT 22 716 N PADRE AVE	L: 18750 B: 1921
CASTILLO ROSA ELENA 720 N PADRE AVE WESLACO TX 78596	E4900-00-003-0023-00 EL TEXANO LOT 23 BLK 3 720 N PADRE AVE	L: 18750 B: 23233
SALINAS OSCAR 7728 VILLA RAMA SOUTH ST MISSION TX 78572	E4900-00-003-0024-00 EL TEXANO BLK 3 LT 24 722 N PADRE AVE	L: 18750 B: 0
TREJO ANTONIO & AMIRTA 321 SAMOA DR WESLACO TX 78599	E4900-00-004-0001-00 EL TEXANO BLK 4 LTS 1 & 2 723 N PADRE AVE	L: 37500 B: 51852
MARTINEZ MARGARITO & SULEMA 717 N PADRE AVE WESLACO TX 78596	E4900-00-004-0003-00 EL TEXANO BLK 4 LTS 3 & 4 717 N PADRE AVE	L: 37500 B: 27694
VILLEZCAS SILVIA IRENE ET AL 715 N PADRE AVE WESLACO TX 78596	E4900-00-004-0005-00 EL TEXANO BLK 4 LT 5 715 N PADRE AVE	L: 18750 B: 13282

City of Weslaco Code Enforcement Dept.

MAY 22, 2017

MORIN MIGUEL A 713 N PADRE AVE WESLACO TX 78596	E4900-00-004-0006-00 EL TEXANO BLK 4 LT 6 713 N PADRE AVE	L: 18750 B: 18730
SOLIS HECTOR & LEONOR C 203 W LIVE OAK DR WESLACO TX 78596	E4900-00-004-0022-00 EL TEXANO BLK 4 LOT 22 718 N UTAH AVE	L: 14700 B: 55722
GONZALEZ FELICITAS CAMARILLO 720 N UTAH AVE WESLACO TX 78596	E4900-00-004-0023-00 EL TEXANO BLK 4 LT 23 720 N UTAH AVE	L: 18000 B: 16950
IGLESIA DE DIOS PENTECOSTAL MOVIMIENTO INTERNACIONAL PO BOX 431722 HOUSTON TX 77243	E4900-00-004-0024-00 EL TEXANO LOT 24 BLK 4 722 N UTAH AVE	L: 18000 B: 70237
MCALLEN ROBERT A 1114-A S WESTGATE DR WESLACO TX 78596	W3800-00-041-0000-00 WEST TRACT 0.69AC BEING AN IRR T R-E180.10'-W773.25'-S216.49' FT 1421 E PIKE BLVD	L: 135254 B: 230541
DOS LOGISTICS INC 1002 E EXPRESSWAY 83 WESLACO TX 78596	W3800-00-041-0000-01 WEST TRACT AN IRR TR W140.27'-E2 90.40'-S387.48' FT 41 1.15AC 1.0 1002 E EXPRWY 83	L: 209093 B: 396269
MORAN RAFAEL SR & CATALINA 1000 E EXPRESSWAY 83 WESLACO TX 78596	W3800-00-041-0000-02 WEST TRACT 0.86AC-W5.223AC-S10AC FT 41 1000 E EXPRWY 83	L: 168575 B: 107495
RIOS ROLANDO 2370 N EXPRESSWAY STE 1238 BROWNSVILLE TX 78521-1206	W3800-00-041-0000-04 WEST TRACT 1.36AC BEING AN IRR T R-W195'- S425.77' EXC W132.75'-S 1 E EXPRWY 83	L: 265639 B: 0
TEXAS HEALTH CARE MOBILE 2302 E 12TH ST WESLACO TX 78596	W3800-00-041-0000-06 WEST TRACT AN IRR TR E162.48'- W 593.15'- S323.94' FT 41 1.04AC N 1416 E BUS HWY 83	L: 201901 B: 181926

ORDINANCE NO. 2017-32

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 724 N. PADRE AVENUE, ALSO BEING LOT 24, BLOCK 3, EL TEXANO SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING DISTRICT 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 24, Block 3, El Texano Subdivision, West Tract Subdivision, also being 724 N. Padre 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 20th day of June, 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:

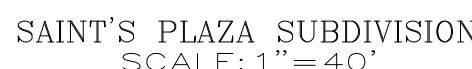
Juan E. Gonzalez, **CITY ATTORNEY**



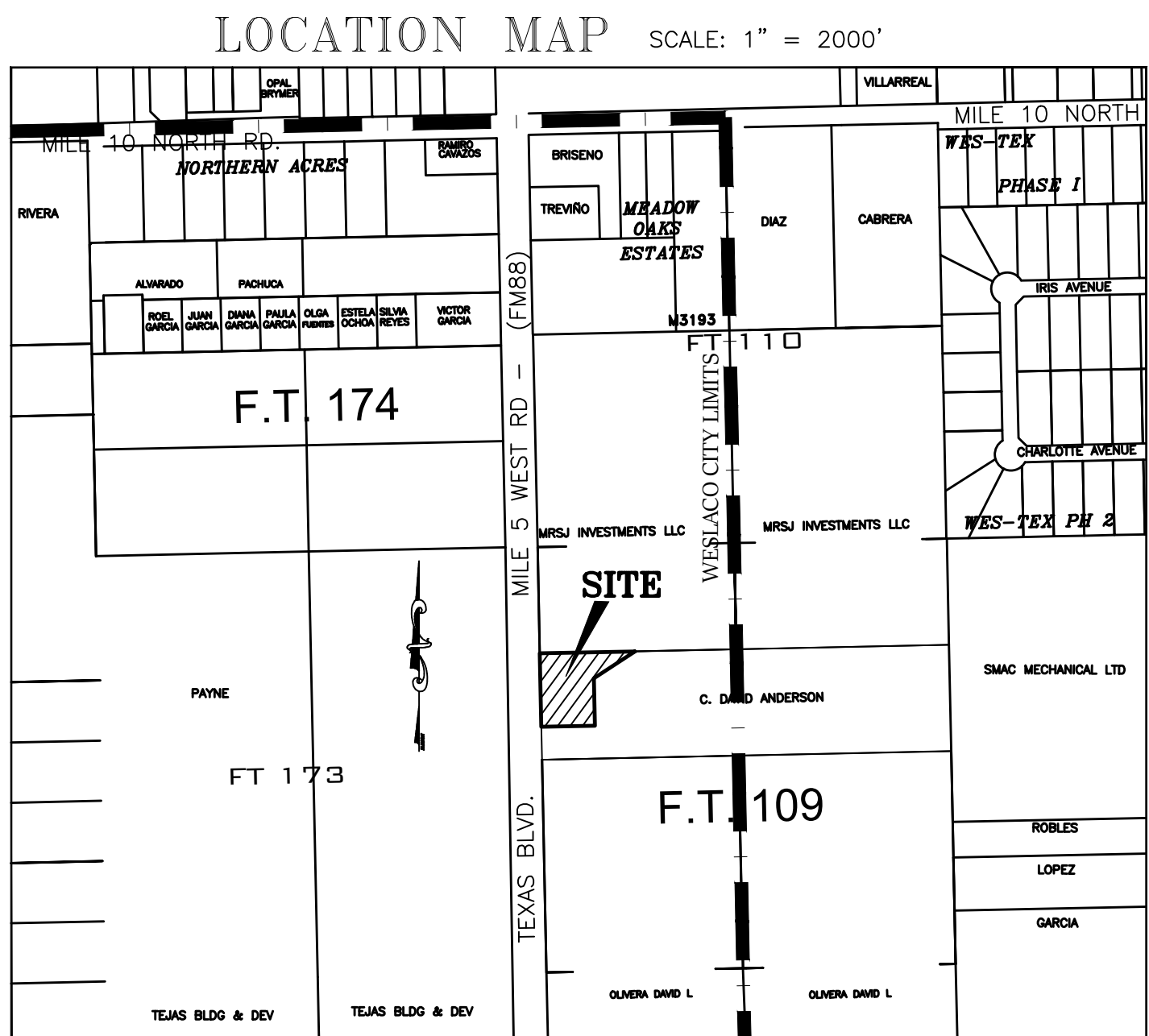
Standardized Agenda Request Form

Date of Meeting: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1039	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to approve the Final Plat for Saint's Plaza Subdivision being a 1.25 acre tract of land out of Farm Tract 109, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located 1,800 feet South of the intersection of Mile 10 North and N. Texas Blvd and authorize the Mayor to execute any related documents. Possible Action (Staffed by Planning and Code Enforcement).			
Background: The proposed one (1) lot subdivision is within the City of Weslaco city limits. This subdivision is being serviced with water by North Alamo Water Supply Company through a 2" waterline. Sanitary sewer services is provided by OSSF septic tanks with variance from sanitary sewer lines. A variance for exemption of fire hydrant installation is also being requested. The property is within a Flood Zone "AE".			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on June 7, 2017 with approval of septic tank variance.			
Mardoqueo Hinojosa		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Subdivision Plat, Subdivision Attachments			
Responsibilities upon Approval: Staff will advise applicant.			

- THE SUBJECT TRACT LIES IN "ZONE AE", FLOODWAY AREAS, IN ACCORDANCE WITH F.E.M.A. F.I.R.M. COMMUNITY PANEL NO. 4803380010 E, MAP REVISED: JUNE 6, 2000. AN ELEVATION CERTIFICATE WAS DEVELOPED FOR THIS AREA, BFE=72. (REFER TO EXHIBIT B)
2. SETBACKS:
FRONT: 25 FEET
REAR: 25 FEET
SIDE: 5 FEET OR EASEMENT, WHICHEVER IS GREATER
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP CURB LOCATED AT THE FRONT CENTER OF THE LOT.
5. BENCHMARK NOTE:
B.M. CUT ON TOP OF INLET LOCATED ON THE EAST SIDE OF F.M. 88 ABOUT 43.6' NORTH OF SOUTH PROPERTY LINE
ELEV.=70.14(NAVD 88)
6. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY TYPES OF UTILITY EASEMENTS. EASEMENTS, EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.
7. NO STRUCTURE SHALL BE PERMITTED UNDER ANY EASEMENT. EASEMENTS SHALL KEEP CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS, THAN 18 INCHES MAJORITY HEIGHT, GROUND COVER, GRASS, OR FLOWERS AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. A PERMIT FROM THE CITY OF WESLACO SHALL BE NEEDED BEFORE STARTING CONSTRUCTION ON THIS LOT.
9. 5' SIDEWALK WITH RAMPS, SHALL BE LOCATED PARALLEL TO TOP OF CURB AND GUTTER.
10. POTABLE WATER SHALL BE PROVIDED BY NORTH ALAMO.
11. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL UTILITIES AND STREETS ARE IN PLACE
12. ALL SANITARY SEWER AND WATER CONNECTION SHALL BE PROPERLY MARKED ON CURB
13. LANDSCAPING IS REQUIRED PER CITY ORDINANCE.
14. STREETLIGHT MUST BE LOCATED EVERY 300 FEET



L E G E N D	
— ONE —	OVERHEAD ELECTRICAL LINE
— W —	EXISTING 2-1/2" WATERLINE
————	BACK OF CURB
- - - - -	R.O.W. (RIGHT OF WAY)
- - - - -	UTILITY EASEMENT
+ 70.37	NATURAL GROUND
●	FOUND 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "RIO DELTA"
●	FOUND 1/2" IRON ROD
⊙	POWER POLE
⊙	LIGHT POST
⊙	IRRIGATION WATER VALVE
⊙	WATER METER
⊙	GAS METER
⊙	TREE



DESCRIPTION OF 1.25 ACRES OF LAND

BEING 1.25 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 109, WEST AND ADAMS TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS, AND SAID 1.25 ACRE TRACT BEING MORE PARTICULARLY BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE AT POINT FOR THE NORTHWEST CORNER OF SAID FARM TRACT 109;
THENCE SOUTH 00°00'00" EAST 330.00 FEET, WITH THE WEST LINE OF SAID FARM TRACT 109 AND THE
CENTERLINE OF F.M. 88 TO A POINT FOR THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF
SAID TRACT HEREIN DESCRIBED:

THENCE, NORTH 90°00'00" EAST, WITH A LINE THAT IS PARALLEL TO THE NORTH LINE OF SAID FARM TRACT 109 AND WITH THE SOUTH LINE OF 30.00 ACRE TRACT AS DESCRIBED BY DOCUMENT #2424470 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AT A DISTANCE OF 50.00 FEET PASS A 1/2-INCH IRON ROD FOUND FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID F.M. 88 AND CONTINUING FOR A TOTAL DISTANCE OF 345.00 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 57°52'30" WEST, 152.32 FEET, WITH THE NORTHWEST LINE OF AN 8.75 ACRE TRACT AS DESCRIBED BY DOCUMENT #1894083 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS TO A ½-INCH IRON ROD WITH A PLASTIC CAP STAMPED "RIO DELTA 5571" FOUND FOR AN ANGLE POINT;

THENCE, SOUTH 00°00'00" EAST, 147.00 FEET, WITH A LINE THAT IS PARALLEL TO THE WEST LINE OF SAID FARM TRACT 109 AD WITH A WEST LINE OF SAID 8.75 ACRE TRACT TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED 'RIO DELTA 5571' FOUND FOR THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 90°00'00" WEST, WITH A LINE THAT IS PARALLEL TO THE NORTH LINE OF SAID FARM, TRACT 109 AND WITH TE NORTH LINE OF SAID 8.75 ACRE TRACT, AT A DISTANCE OF 166.00 FEET PASS A 1/2-INCH IRON ROD WITH A PLASTIC STAMPED "RIO DELTA 5571" FOUND FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID F. M. 88, AND CONTINUING FOR A TOTAL DISTANCE OF 216.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

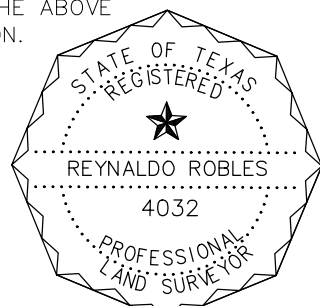
THENCE, NORTH 00°00'00" EAST, 228.00 FEET, WITH THE WEST LINE OF SAID FARM TRACT 109, THE EAST LINE OF FARM TRACT 173 AND WITH THE CENTERLINE OF SAID F.M. 88 TO THE POINT OF BEGINNING AND CONTAINING 1.25 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND
LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE
PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND MY SUPERVISION.

REGISTERED PROFESSIONAL SURVEYOR NO. 4032
ROBLES AND ASSOCIATES, PLLC

107 W. HUISACHE ST.
WESLACO, TX 78596.
(956) 968-2422



STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, VICTOR HUGO GARCIA, A LICENSED PROFESSIONAL ENGINEER
IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING
CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.


 LICENSED PROFESSIONAL ENGINEER NO. 90957
 VANGUARD ENGINEERING



BEING 1.25 ACRES OF LAND SITUATED IN HIDALGO COUNTY,
TEXAS, AND BEING OUT OF FARM TRACT 109, WEST AND ADAMS
TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2,
PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS.

SCALE: 1"=40' SHEET: 1 OF 3 DATE: APRIL 25, 2017



GENERAL PLAT NOTES & RESTRICTIONS:

1. THE SUBJECT TRACT LIES IN "ZONE AE", FLOODWAY AREAS, IN ACCORDANCE WITH F.E.M.A. F.I.R.M. COMMUNITY PANEL NO. 4803380010 E, MAP REVISED: JUNE 6, 2000. AN ELEVATION CERTIFICATE WAS DEVELOPED FOR THIS AREA, BFE=72. (REFER TO EXHIBIT B)
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SIDE: 5 FEET OR EASEMENT, WHICHEVER IS GREATER
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4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP CURB LOCATED AT THE FRONT CENTER OF THE LOT.
5. BENCHMARK NOTE:
B.M. CUT ON TOP OF INLET LOCATED ON THE EAST SIDE OF F.M. 88 ABOUT 43.6' NORTH OF SOUTH PROPERTY LINE ELEV.=70.14 (NAVD 88)
6. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EASEMENTS, SHEDS, SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCE, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS, THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. A PERMIT FROM THE CITY OF WESLACO SHALL BE NEEDED BEFORE STARTING CONSTRUCTION ON THIS LOT.
9. 5' SIDEWALK WITH RAMPS, SHALL BE LOCATED PARALLEL TO TOP OF CURB AND GUTTER.
10. POTABLE WATER SHALL BE PROVIDED BY NORTH ALAMO.
11. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL UTILITIES AND STREETS ARE IN PLACE.
12. ALL SANITARY SEWER AND WATER CONNECTION SHALL BE PROPERLY MARKED ON CURB
13. LANDSCAPING IS REQUIRED PER CITY ORDINANCE.
14. STREETLIGHT MUST BE LOCATED EVERY 300 FEET

COUNTY CLERK CERTIFICATION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(O)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SAINT'S PLAZA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____.

HIDALGO COUNTY JUDGE _____ DATE _____

HIDALGO COUNTY CLERK _____ DATE _____

COUNTY CLERK'S RECORDING CERTIFICATE:

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

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

MAYOR (WESLACO)
DAVID SUÁREZ _____ DATE _____

ATTEST: CITY SECRETARY
ELIZABETH WALKER _____ DATE _____

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

CHAIRMAN PLANNING AND ZONING COMMISSION _____ DATE _____

CERTIFICATE OF PLAT APPROVAL

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SAINT'S PLAZA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

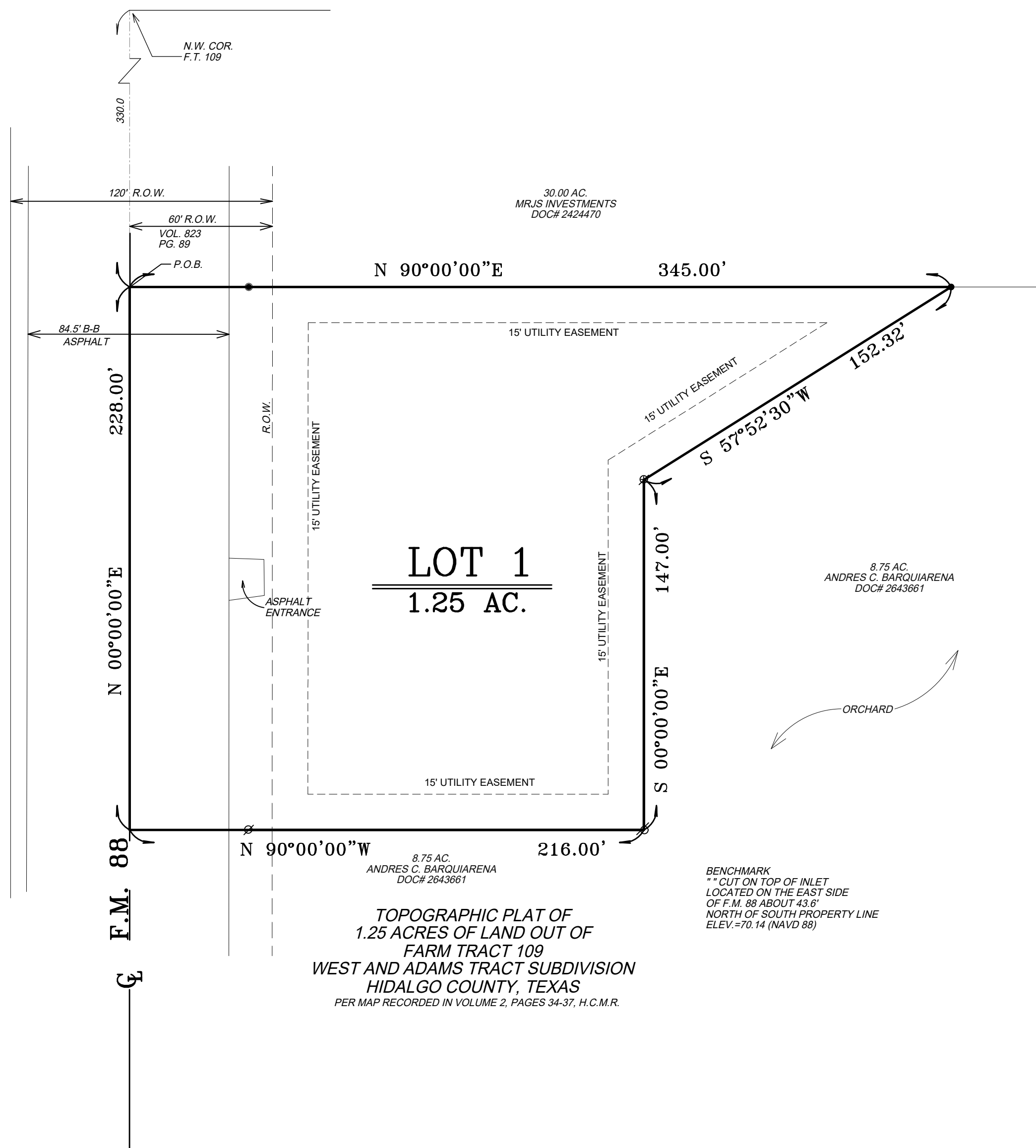
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SAINT'S PLAZA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

SAINT'S PLAZA SUBDIVISION
SCALE: 1" = 40'

FARM TRACT 173



HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

DATED THIS _____ DAY OF _____, 20__.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCID #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICT'S EXPENSE.
4. HCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEM DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER _____ DATE _____
HIDALGO & CAMERON COUNTIES
IRRIGATION DISTRICT NO.9

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

THE STATE OF TEXAS
COUNTY OF HIDALGO

WE, _____, AS OWNER (S) OF THE 1.25 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAINT'S PLAZA SUBDIVISION, HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I 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 REQUIREMENTS OF THE STATE STANDARDS;
C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS AND
D) 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.

DATE _____

DATE _____

P.O. BOX 738
WESLACO, TX 78599

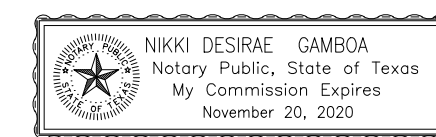
CITY OF WESLACO

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared _____

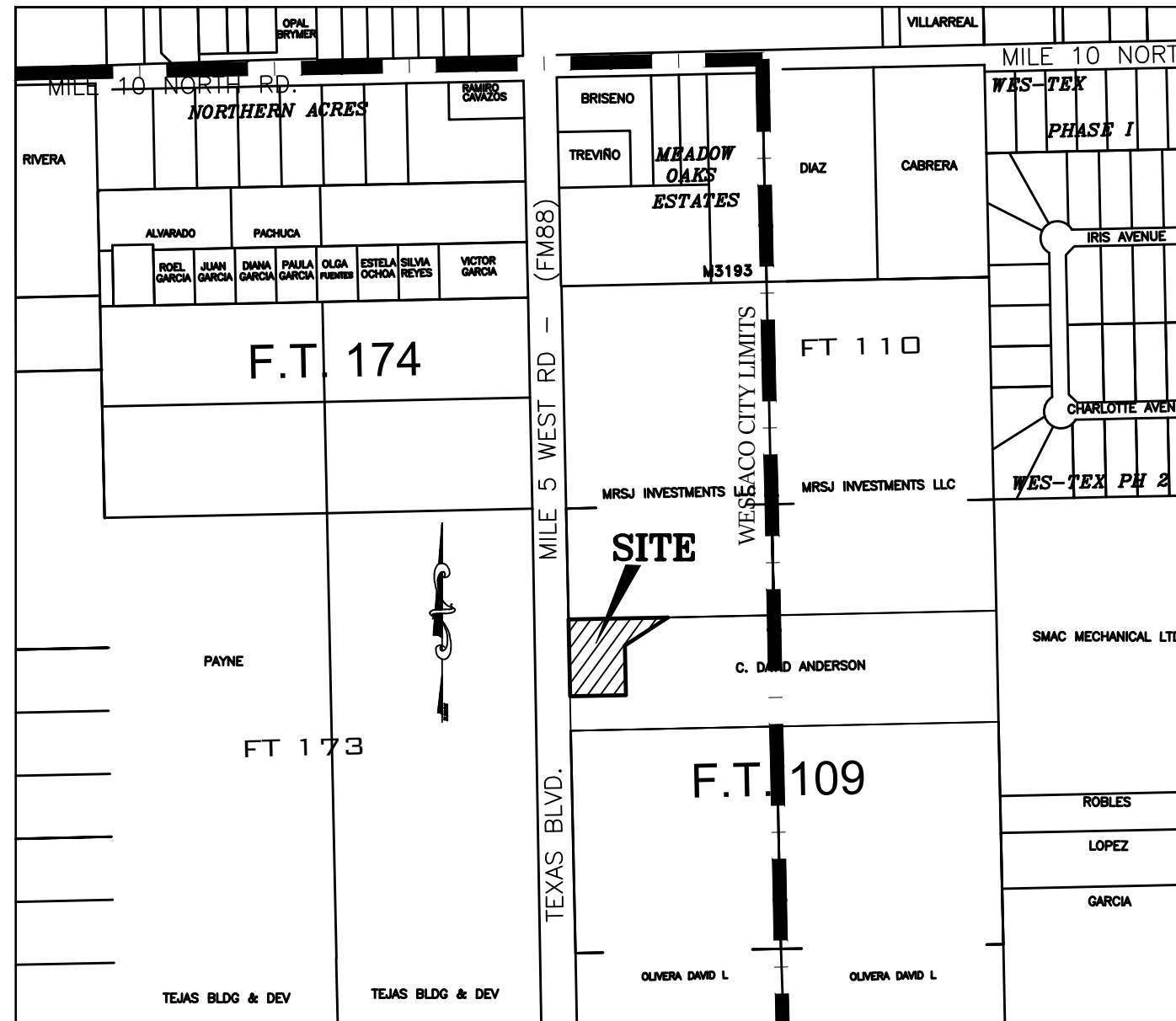
_____ proved to me through his his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20__.



NIKKI DESIRAE GAMBOA - NOTARY PUBLIC

LOCATION MAP SCALE: 1" = 2000'



METES AND BOUNDS

DESCRIPTION OF 1.25 ACRES OF LAND

BEING 1.25 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 109, WEST AND ADAMS TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS, AND SAID 1.25 ACRE TRACT BEING MORE PARTICULARLY BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE AT POINT FOR THE NORTHWEST CORNER OF SAID FARM TRACT 109; THENCE SOUTH 00°00'00" EAST 330.00 FEET, WITH THE WEST LINE OF SAID FARM TRACT 109 AND THE CENTERLINE OF F.M. 88 TO A POINT FOR THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF SAID TRACT HEREIN DESCRIBED.

THENCE, NORTH 90°00'00" EAST, WITH A LINE THAT IS PARALLEL TO THE NORTH LINE OF SAID FARM TRACT 109 AND WITH THE SOUTH LINE OF 30.00 ACRE TRACT AS DESCRIBED BY DOCUMENT #2424470 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AT A DISTANCE OF 90.00 FEET PASS A 1/4-INCH IRON ROD FOUND FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID F.M. 88 AND CONTINUING FOR A TOTAL DISTANCE OF 345.00 FEET TO A 1/4-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED.

THENCE, SOUTH 57°52'30" WEST, 152.32 FEET, WITH TH NORTHWEST LINE OF AN 8.75 ACRE TRACT AS DESCRIBED BY DOCUMENT #1894083 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS TO A 1/4-INCH IRON ROD WITH A PLASTIC CAP STAMPED "RIO DELTA 5571" FOUND FOR AN ANGLE POINT;

THENCE, SOUTH 00°00'00" EAST, 147.00 FEET, WITH A LINE THAT IS PARALLEL TO THE WEST LINE OF SAID FARM TRACT 109 AND WITH A WEST LINE OF SAID 8.75 ACRE TRACT TO A 1/4-INCH IRON ROD WITH A PLASTIC CAP STAMPED "RIO DELTA 5571" FOUND FOR THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED.

THENCE, NORTH 90°00'00" WEST, WITH A LINE THAT IS PARALLEL TO THE NORTH LINE OF SAID FARM TRACT 109 AND WITH TE NORTH LINE OF SAID 8.75 ACRE TRACT, AT A DISTANCE OF 166.00 FEET PASS A 1/4-INCH IRON ROD WITH A PLASTIC STAMPED "RIO DELTA 5571" FOUND FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID F.M. 88, AND CONTINUING FOR A TOTAL DISTANCE OF 216.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED.

THENCE, NORTH 00°00'00" EAST, 228.00 FEET, WITH THE WEST INE OF SAID FARM TRACT 109, THE EAST LINE OF FARM TRACT 173 AND WITH THE CENTERLINE OF SAID F.M. 88 TO THE POINT OF BEGINNING AND CONTAINING 1.25 ACRES OF LAND MORE OR LESS.

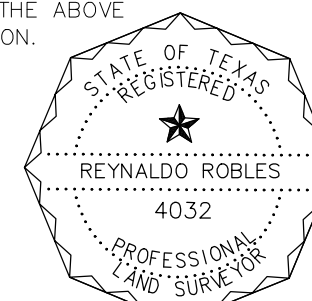
SURVEYORS CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND MY SUPERVISION.

REGISTERED PROFESSIONAL SURVEYOR NO. 4032
ROBLES AND ASSOCIATES, PLLC

107 W. HUISACHE ST.
WESLACO, TX 78596.
(956) 968-2422



ENGINEERS CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, VICTOR HUGO GARCIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

[Signature]
P.E.

LICENSED PROFESSIONAL ENGINEER NO. 90957
VANGUARD ENGINEERING

4019 EAST EXPRESSWAY 83
WESLACO, TX 78596.
(956) 514-5086



SAINT'S PLAZA SUBDIVISION
FINAL PLAT

BEING 1.25 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 109, WEST AND ADAMS TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS.

SCALE: 1"=40' SHEET: 2 OF 3 DATE: APRIL 25, 2017





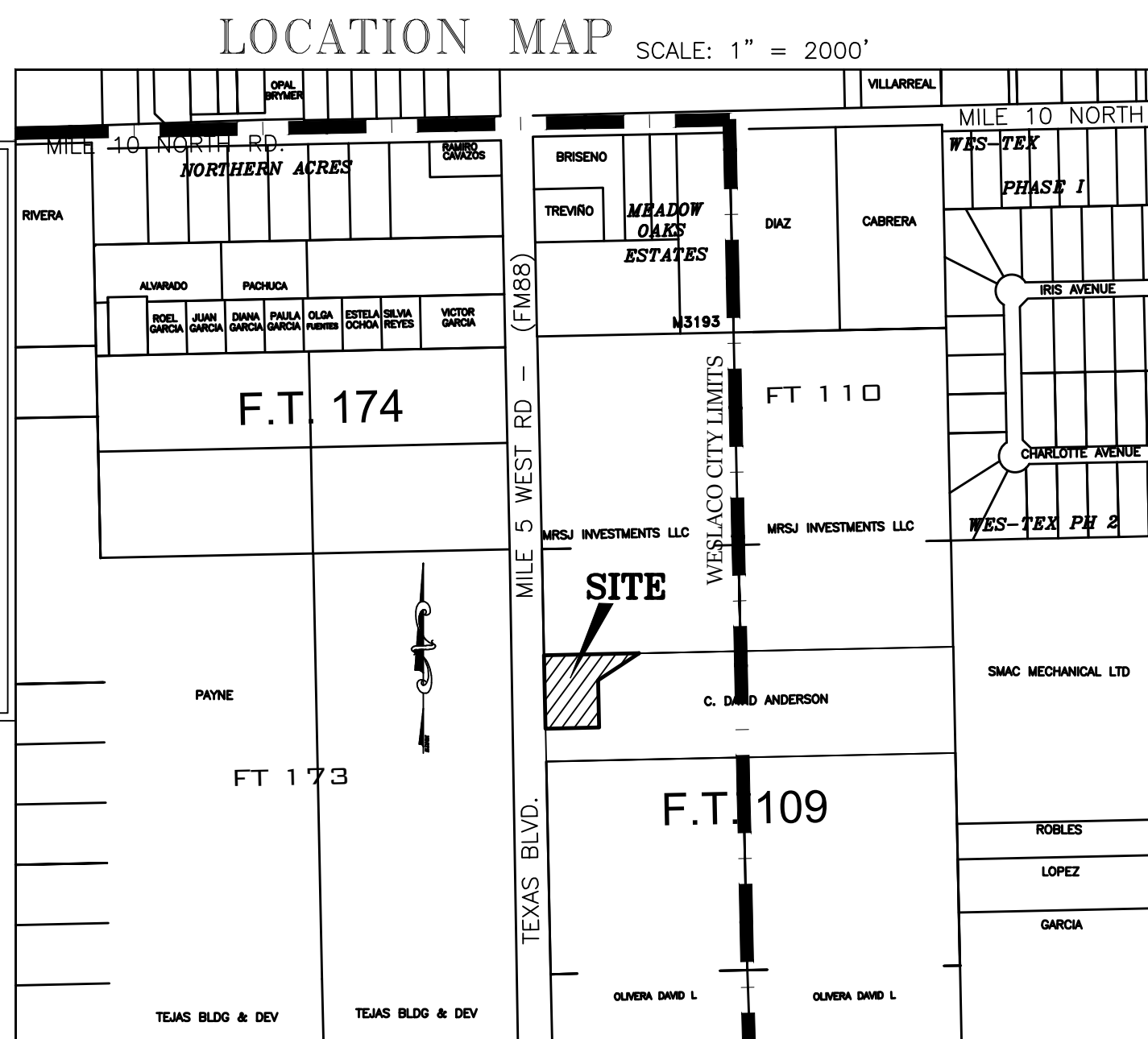
GENERAL NOTES:

- * SEPTIC TANKS WILL DECOMPOSE THE WASTE THROUGH AN ANAEROBIC PROCESS THAT REQUIRES THE REMOVAL OF SLUDGE ONCE A YEAR TO AVOID FILLING UP THE TANKS WITH SLUDGE.
- * FAILURE TO REMOVE SLUDGE ONCE A YEAR MAY LEAD TO CLOGGING UP FRENCH DRAIN AND FAILURE OF OSSF SYSTEM.
- * MINIMUM REQUIRED SEPARATION DISTANCE FOR OSSF FROM: STREAMS, PONDS, LAKES, RIVERS, CREEKS, ETC. TO: LINED EVAPOTRANSPIRATION BEDS
DISTANCE: 50 FT



LEGEND

- OHE — OVERHEAD ELECTRICAL LINE
 — W — EXISTING 2-1/2" WATERLINE
 - - - - - SEPTIC FIELD LINES
 — — — — — BACK OF CURB
 — — — — — R.O.W. (RIGHT OF WAY)
 - - - - - UTILITY EASEMENT
- FOUND 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "RIO DELTA"
 ● FOUND 1/2" IRON ROD
 ⚙ POWER POLE
 ☼ LIGHT POST
 ⋈ IRRIGATION WATER VALVE
 [W] WATER METER
 [G] GAS METER



ENGINEERS' CERTIFICATE

FINAL WATER AND SEWER ENGINEERING REPORT FOR SAINTS PLAZA SUBDIVISION

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
SANTA PLAZA SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION. THE SUBDIVIDER AND THE NORTH ALAMO CO. HAVE ENTERED INTO A CONTRACT IN WHICH THE NORTH ALAMO CO. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND THE NORTH ALAMO CO. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

THE CITY OF WESLACO HAS AN EXISTING 2-1/2" WATER LINE RUNNING ALONG THE EAST RIGHT-OF-WAY LINE OF NORTH TEXAS BLVD. THE WATER SYSTEM FOR SAINTS PLAZA SUBDIVISION CONSISTS OF 1 LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF WESLACO AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
SAINTS PLAZA SUBDIVISION WILL BE TREATED BY WASTEWATER SERVICE CONSISTING OF A SEPTIC SYSTEM.

THE SEPTIC SYSTEM CONSISTS OF 2-500 GALLON SEPTIC TANKS THAT WILL DRAIN TO 2 ABSORPTION FIELD LINES CONSISTING OF PERFORATED 6" PVC PIPE AND A GRAVEL BACKFILL.

THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF WESLACO AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE DESCRIBED ABOVE ARE IN COMPLIANCE
WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.

ENGINEER'S SIGNATURE _____
 LICENSED PROFESSIONAL ENGINEER NO. 90957
 VANGUARD ENGINEERING
 4019 EAST EXPRESSWAY 83
 WESLACO, TX 78596.
 (956) 514-5086



OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

THE STATE OF TEXAS
COUNTY OF HIDALGO

WE, _____, AS OWNER (S) OF THE 1.25 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAINT'S PLAZA SUBDIVISION, HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I 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 REQUIREMENTS OF THE STATE STANDARDS.
- C) ELECTRIC CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS AND
- D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

DAT

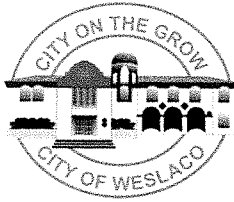
DAT

P.O. BOX 738
WESLACO, TX 78599

MAP OF EXISTING & PROPOSED SANITARY SEWER
COLLECTION SYSTEM, AND WATER DISTRIBUTION
SYSTEM FOR SAINTS PLAZA SUBDIVISION

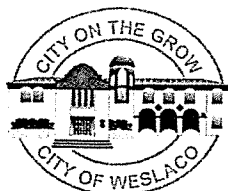
BEING 1.25 ACRES OF LAND SITUATED IN HIDALGO COUNTY,
TEXAS, AND BEING OUT OF FARM TRACT 109, WEST AND ADAMS
TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2,
PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS.

SCALE: 1"=40' SHEET: 3 OF 3 DATE: APRIL 25, 2017
TYPE FIRM REGISTRATION NO. F7481
VANGUARD ENGINEERING
4019 EAST EXPRESSWAY 83
WESLACO, TX, 78596
(956) 514-5086



**Planning & Zoning Commission
Standardized Agenda Request Form**

Date of Meeting: June 7, 2017	Agenda Item No. (to be assigned by PCE): III. A
From: Mardoqueo Hinojosa, P.E., Planning Director/City Engineer, on behalf of Paula Villanueva.	
Subject/Agenda Item: Discussion and consideration of the Final Plat for Saint's Plaza Subdivision– 1.25 acre tract of land out of Farm Tract 109, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located 1,800 feet South of the intersection of Mile 10 North and N. Texas Blvd.	
Discussion/Overview: The proposed one (1) lot subdivision is within the City of Weslaco city limits. This subdivision is being serviced with water by North Alamo Water Supply Company through a 2" waterline. Sanitary sewer services is provided by OSSF septic tanks with variance from sanitary sewer lines. A variance for exemption of fire hydrant installation is also being requested. The property is within a Flood Zone "AE".	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A	
Staff recommendation for Commission's Action: Staff recommends approval with comments.	
Additional Action Prompted: ☒ Mayor's Signature ☐ Public Hearing ☐ Budget Amendment ☐ Resolution ☐ Ordinance – First Reading ☐ Ordinance – Final Reading	
Advisory Review, (if any): (name of board/committee, date of action, recommendation): N/A	
If item previously considered, provide date and action by Commission: N/A	
Attachments,(if any): Application for Subdivision platting, Variance request, Staff's comments, Drainage Report, Subdivision plat and Utility layout.	
Responsibilities upon Commission's Action: Planning staff will advise applicant.	



SUBDIVISION PLATTING APPLICATION

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

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

FILE NO. SUB17-00006

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: Saint's Plaza

Location: Approx. 1800 LF south of FM 88 & Mile 10N

Legal Description: 1.25 AC out of Farm Tract 109
West and Adams Tract Subd.

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-1

Existing Land Use: Neighborhood bus. Proposed Land Use: Neighborhood business

Number of Lots Proposed: 1 Gross Acreage: 1.25 Acres

Title Report Submitted: ☒ YES ☐ NO

OWNER INFORMATION

Owner's Name: Paula Villanueva Telephone: 376-6022

Address: 402 W. Mile 10

Fax: _____

City: Weslaco State: TX Zip: 78599 E-mail: paulalopezvillanueva@msn.com

ENGINEER INFORMATION

Name: Vanguard Engineering - Victor H. Garcia Telephone: (956) 514-5086

Address: 4019 E. Expressway 83 Fax: (956) 514-5036

City: Weslaco State: TX Zip: 78599 E-mail: admin@vanguardeng.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: North Alamo

☐ YES ☒ NO Wastewater Provision: _____

☒ 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>DD#1</u>	☒ YES ☐ NO Irrigation District <u>HCC ID #9</u>
---	--

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

\$350.00 Planning Review fee

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

Contours

Flood Zones

Adjoiners

Existing street names

Drainage plans and calculations with engineer's seal

Elevations

Flood directional arrows

Detention areas

Street names

Proof of ownership of the property

If septic tank system required, submit soil evaluation report

Water Rights associated with the property

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

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

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

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

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- ☐ One set of 8 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 received 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: _____

Vanguard Engineering is the authorized agent

Authorized Agent Signature: _____ Date: 4-24-17

Authorized Agent Printed Name: Juan Alonzo

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
PLAT BOOK 3181

PLAT #: 02250664 4/26/2017 2:38 PM
OWNER: KAREV TERM: 036
PLAT #: 2066

AMOUNT: 235.1000 PROCESSING FEE
1948
G1 -400-3200
PROCESSING FEE-ONLI 5.00CR

AMOUNT: 203.0000 SUBDIVISION INSPECT
1948
G1 -400-1025
SUBDIVISION INSPECT 350.00CR

255 S. KANSAS AVE ■ WESLACO

Revised Form December 6, 2016

TENDERED: 350.00 CHECK
100.00 CASH

WWW.WESLACOTX.GOV

Please do not alter this application.
Page 4



APPLICATION FOR VARIANCE

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

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

FILE NO. VAR17-00039

GENERAL INFORMATION

Name of Subdivision: Saint's Plaza

Location: Approx. 1800 LF south of FM 88 & Mile 10 N

Legal Description: 1.25 Ac out of Farm Tract 109
West and Adams Tract Subd.

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:

A variance to install a septic tank system is being requested. There is no sanitary sewer line that will be feasible to connect to.

☒ Fire Hydrants ☒ YES ☐ NO

Describe in detail the reason for the variance request:

A variance for a new fire hydrant. Existing water line is only 2 1/2". Fire hydrant will require the installation of a new 6" water line. Existing connection point is located mile 10. Location of subdivision is approximately 1800 LF south of Mile 10 & FM 88.

☐ Setbacks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Drainage ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Minimum Lot Size ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☐ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: Paula Villanueva Telephone: 376-10022
Address: 402 W. Nile 10 Fax: _____
City: Weslaco State: TX Zip: 78599 E-mail: paulalopez.villanueva@msn.com

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: _____

Owner Signature: _____ Date: _____

Vanguard Engineering is the authorized agent

Authorized Agent Signature: [Signature] Date: 4-24-17

Authorized Agent Printed Name: Julian Alonzo - Vanguard Engineering

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Meeting _____ City Commission Mtg _____

Variance Granted: _____

General Comments: _____

CITY OF WESLACO
956-447-3128

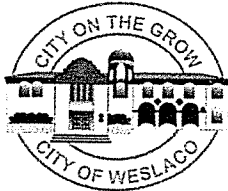
02250516 4/26/2017 10:58 AM
Karev TERM: 036
9917

235.1000 PROCESSING FEE
1949
-400-3200
PROCESSING FEE-ONLI 5.00CR

203.0000 SUBDIVISION INSPECT
1949
-400-1025
SUBDIVISION INSPECT 100.00CR

RENDERED: 105.00 CHECK
118 105.00

118 105.00



SUBDIVISION REVIEW APPLICATION

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

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

FILE NO SRV17-00013

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

GENERAL INFORMATION

Name of Subdivision: Saint's Plaza Subdivision

Location: Approximately 1800 LF south of FM88 & Mile 10 N

Legal Description: 1.25 ac out of Farm Tract 109

West and Adams tract Subdivision

RECEIVED
MAR 27 2017
Planning &
Code Enforcement Dept.

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-1

Existing Land Use: Neighborhood business Proposed Land Use: Neighborhood Business

Number of Lots Proposed: 1 Gross Acreage: 1.25 Ac

Title Report Submitted: ☒ YES ☐ NO

OWNER INFORMATION

Owner's Name: Paula Villanueva Telephone: (956)376-60-22

Address: 402 W. Mile 10 N

Fax: _____

City: Weslaco State: TX Zip: 78599 E-mail: paulalopezvillanueva@msn.com

ENGINEER INFORMATION

Name: Vanguard Engineering-Victor H. Garcia Telephone: (956)514-5086

Address: 4019 E. Expressway 83 Fax: (956)514-5036

City: Weslaco State: TX Zip: 78599 E-mail: admin@vanguardeng.com

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

UTILITY PROVISIONS

Will proposed subdivision connect to:

☐ YES ☐ NO Water Provision: City of Weslaco

☐ YES ☒ NO Wastewater Provision: _____

☒ 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>Drainage District #1</u>	☐ 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 SUBDIVISION REVIEW

_____ Seven (7) sets of preliminary plat folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov

_____ \$50.00 Subdivision Review fee

_____ One 11" X 17" reduced copy of plat

_____ Plat Layout

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

_____ Contours

_____ Flood Zones

_____ Adjoiners

_____ Existing & Proposed street names

_____ Utility Layout

_____ Existing & Proposed Utilities

_____ Proposed Fire Hydrants

_____ Adjoiners

_____ Street names

_____ Drainage plans and calculations with engineer's seal

_____ Elevations

_____ Flood directional arrows

_____ Detention areas

_____ Street names

_____ Proof of ownership of the property

_____ If septic tank system required, submit soil evaluation report

_____ Water Rights associated with the property

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

_____ Number of fire hydrants proposed for subdivision

_____ Trip Generation Worksheet

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature: *[Signature]* Date: 8/27/17

Authorized Agent Printed Name: Vanguard Engineering

THIS PAGE FOR STAFF USE ONLY

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

Preliminary Subdivision Review Date: _____

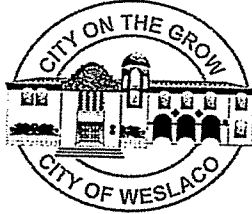
General Comments: _____

CITY OF WESLACO
956-968-3181
REC#: 02240485 3/27/2017 10:24 AM
GPR. KAREV TERM: 036

235.1000 PROCESSING FEE
1460
-400-3200
PROCESSING FEE-ONLI 5.00CR
1: 203.0000 SUBDIVISION INSPECT
1460
01 -400-1025
SUBDIVISION INSPECT 50.00CR
TENDERED: 60.00 CASH
APPLIED: 55.00-

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

April 17, 2017

Paula Villanueva
402 W. Mile 10 North Road
Weslaco, TX 78599

Re: Saint's Plaza Subdivision Reviews

Dear Ms. Villanueva,

Please find below comments to the above mentioned subdivision plat:

1. Need Point of Commencement and Beginning.
2. Need legend.
3. Need contours on plat and grades on utility sheet.
4. Need utility sheet (variance on sewer?).
5. Right-of-way needs to show correct overall length.
6. Line types need to be adjusted.
7. 15-ft utility easement needed.
8. Need adjacent owners.
9. Drainage report and calculations needed.
10. Irrigation district signature line missing.
11. OSSF notes.
12. Water CCN is NAWSC.

Should you have any further questions or concerns, feel free to contact me at (956) 447-3403.

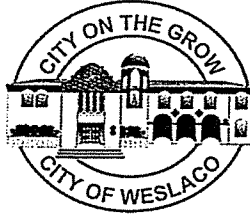
Sincerely,

M. C. Hinojosa, P.E.

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

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

April 19, 2017

Paula Villanueva
402 West Mile 10 North
Weslaco, Texas 78599

Re: Saints Plaza- 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: 25 ft

Side: 5ft

Applicant will need to apply for a variance for the proposed setbacks

2. Add Plat Note: Landscaping is required per city ordinance.
3. Add Plat Note: Streetlight must be located every 300 feet
4. Identify the point of commencement
5. Identify the point of beginning
6. Include bearing on meted and bounds
7. Include Signature Line of HCCID #9 or proof of exemption

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: Vanguard Engineering
c/o Victor H. Garcia
4019 East Expressway 83
Weslaco, Texas 78599

WESLACO FIRE MARSHAL'S OFFICE
 255 S. Kansas
 Weslaco, Texas 78596
 (956) 447-3415 Fax (956) 969-4921

DATE: 03/28/17 OCCUPANCY CLASS: Subdivision
 FACILITY NAME: Saints Plaza
 PHYSICAL & MAILING ADDRESS: FM 88 and Mile 9 1/2 North
 PHONE #: _____ OWNER/MANAGER: _____

PLAN REVIEW – CHECK OFF LIST

X	Approved as submitted	X	with notes
	A		Illuminated exit signs and emergency lighting shall be combination with 90 minute battery pack back-up.
	B		All restrooms shall have emergency lighting with 90 minute battery pack back-up.
	C		Shall provide minimum 5 lb. ABC dry chemical extinguisher at 50' intervals for non-sprinklered building, 75' intervals for sprinklered building, annually inspected & tagged by a licensed agency and mounted no higher than 48" from top to ground. NFPA 10, Latest Edition & IFC 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 1/2" outlet facing the street with 18" to 24" clearance from bottom of outlet to grade level for hydrant wrench. Hydrants shall be marked on the streets with reflective blue marker to show location of hydrants. Hydrants shall have 3' clearance from any fences, poles, brush, etc.
	K		Fire department connection shall be free-standing, away from the building, minimum 1 1/2 times the building height, out of the collapse zone, and within 100' of a fire hydrant. FDC shall be protected from impact with 4" diameter concrete filled bollards, cemented 4' into the ground with 3' above ground. Shall be spaced 3' apart. Shall have a reflective sign indicating "FDC" with 6" high letters, 1/2" wide. IFC, 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). If multiple home subdivision.
X	M		Fire apparatus access road shall comply with IFC 2012 Edition, Appendix D. (Cul-de-sac, wye, hammerhead) If multiple home subdivision.
	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 1/2" stroke letters or numbers.
	U		Shall have Knox Box, 3200 Series, with hinged door, installed for fire department access. www.KnoxBox.com
	V		Shall have Knox FDC 5 inch Storz Caps in place. www.KnoxBox.com
	W		Shall have an exterior door to Riser Room. Shall label Riser Room with a white reflective sign to read "Riser Room" with 6" x 3/4" stroke red letters.
	X		Shall provide fire lane painted with 6" red striping, with white lettering 4" x 3/4" stroke to read "No Parking Fire Lane" spaced every 10 to 12 feet.
	Y		Shall submit a complete set of plans for construction to my office for further requirements.
	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

IRE MARSHAL/FIRE INSPECTOR

DRAINAGE STATEMENT

FOR

**PROPOSED SAINTS PLAZA SUBDIVISION
(1.25 ACRE) (1 LOT COMMERCIAL DEVELOPMENT)**

**1.25 AC TRACT OF LAND, BLOCK 144 OF THE WEST AND
ADAMS TRACT SUBDIVISION
WESLACO, TEXAS**

PREPARED FOR:

PAULA VILLANUEVA

PREPARED BY:

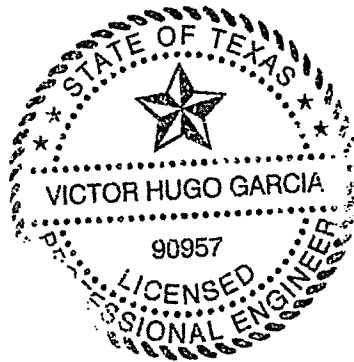
VANGUARD ENGINEERING

TBPE FIRM REGISTRATION NO. F-7481

4019 E. EXPRESSWAY 83, WESLACO, TEXAS 78596-1113

TEL: 956.514.5086 • FAX: 956.514.5036 • VGARCIA@VANGUARDENG.COM

PROJECT NO. ENG.2017.005



[Handwritten Signature]

4-24-17

APRIL 2017

**DRAINAGE STATEMENT
FOR
SAINTS PLAZA SUBDIVISION**

A. PROJECT LOCATION

Saints Plaza Subdivision is a 1.25-acre tract of land, in the Adams Tract Subdivision, within the city limits of Weslaco. The tract is located on approximately 1,800 linear feet South of the intersection of Mile 10 North and Texas Blvd. North in the Hidalgo County. Conditions of this tract of land are predominantly vacant.

B. FLOOD PLAIN

The subject tract lies in "Zone AE", floodway areas, in accordance with F.E.M.A.-F.I.R.M., Community Panel No. 4803380010 E, Map Revised: June 6, 2000. An elevation certificate was developed for this area, BFE=72. (Refer to Exhibit B).

C. SOIL CONDITIONS

A review of the Soil Survey of Hidalgo County (Refer to exhibit C) indicates the subject tract lies in an area of predominantly hidalgo fine sandy loam (HFSL), 0 to 1 percent slopes and Hidalgo sandy clay loam, 0 to 1 percent slopes.

Hidalgo Fine Sandy Clay Loam, 0 to 1 percent slopes-

This soil is well-drained, and surface runoff is slow. Permeability is moderate, and the available water capacity is medium.

Typically, the surface layer is dark grayish brown fine sandy loam about 15 inches thick. The upper part of the subsoil, from 15 to 30 inches, is brown sandy clay loam. The layer extending from 39 to 72 inches is very pale brown sandy clay loam. The soil is calcareous throughout.

The hazard for water erosion is slight, and the hazard of soil blowing is moderate.

Hidalgo Sandy Clay Loam, 0 to 1 percent slopes-

This soil is well drained, and surface runoff is slow. Permeability for this type of soil is moderate, and the available water capacity is high.

Typically, the surface layer is dark grayish brown sandy clay loam about 17 inches thick. The next layer, from 17 to 28 inches, is brown sandy clay loam. The next layer from 28 to 38 inches, is pale brown clay loam. The layer extending from 38 to 80 inches is very pale brown sandy clay loam. The soil is calcareous throughout.

The hazards for water erosion and soil blowing are slight. The main limitations for this type of soil are the shrinking and swelling of the soil and high corrosivity to uncoated steel.

D. EXISTING CONDITIONS

The subject tract is currently undeveloped. The existing terrain has a level grade. The existing runoff for the Saint's Plaza Subdivision will be approximately **2.51 cfs**. Existing runoff is in the form of sheet flow that runs towards west of the property eventually making its way into FM 88 (Refer to Exhibit E for runoff calculation).

E. PROPOSED CONDITIONS

The proposed conditions for this subject tract will consist of the development in the form of a proposed commercial site (Exhibit F). The total contributing 10-year developed storm water discharge for Lot 1 of the Saint's Plaza Subdivision will be **7.63 cfs**, (Refer to Exhibit E for runoff calculation). The developer of the lot will be responsible in ensuring runoff is mitigated away from structures and also that such runoff will be conveyed within his/her property.

 P.E.
Victor Hugo Garcia, P.E.

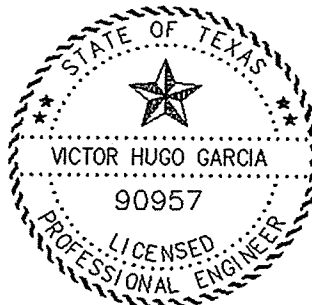


EXHIBIT D

Type of Drainage Area	Runoff Coefficient
Business:	-
" downtown areas	0.70-0.95
" neighborhood areas	0.30-0.70
Residential:	-
" single-family areas	0.30-0.50
" multi-units, detached	0.40-0.60
" multi-units, attached	0.60-0.75
" suburban	0.35-0.40
" apartment dwelling areas	0.30-0.70
Industrial:	-
" light areas	0.30-0.80
" heavy areas	0.60-0.90
Parks, cemeteries	0.10-0.25
Playgrounds	0.30-0.40
Railroad yards	0.30-0.40
Unimproved areas:	-
" sand or sandy loam soil, 0-3%	0.15-0.20
" sand or sandy loam soil, 3-5%	0.20-0.25
" black or loessial soil, 0-3%	0.18-0.25
" black or loessial soil, 3-5%	0.25-0.30
" black or loessial soil, >5%	0.70-0.80
" deep sand area	0.05-0.15
" steep grassed slopes	0.7
Lawns:	-
" sandy soil, flat 2%	0.05-0.10
" sandy soil, average 2-7%	0.10-0.15
" sandy soil, steep 7%	0.15-0.20
" heavy soil, flat 2%	0.13-0.17
" heavy soil, average 2-7%	0.18-0.22
" heavy soil, steep 7%	0.25-0.35
Streets:	-
" asphaltic	0.85-0.95
" concrete	0.90-0.95
" brick	0.70-0.85
Drives and walks	0.75-0.95
Roofs	0.75-0.95

EXHIBIT E

LOT 1-SAINT'S PLAZA SUBDIVISION:

Existing Conditions (10-year)			
Q=CIA			
C	I (in/hr)	A (acres)	Q (cfs)
0.23	8.7	1.25	2.51
Developed Conditions (10-year)			
Q=CIA			
C	I (in/hr)	A (acres)	Q (cfs)
0.61	10	1.25	7.63

WEIGHTED RUNOFF COEFFICIENT:

$$C_w = \frac{(C_1 \times A_1) + (C_2 \times A_2) + \dots (C_n \times A_n)}{A \text{ (total)}}$$

AREAS (A)	COEFFICIENT (C)	An*Cn
Landscape: 16,575 SF	0.20	3,315
Building: 6,302 SF	0.70	4,411.4
Parking: 22,073 SF	0.90	19,865.7
SUM (An*Cn)		27,592.1
Total Area (A total)=44,950		
Cw=(An*Cn)/(A total)=0.61		

Modified Rational Method

Duration (minutes)	I 10 year (in./hr.)	Q in (c.f.s.)	Vol. in (c.f.)	Qout (c.f.s.)	Vol. out (c.f.)	Storage (c.f.)
5	11.04	8.42	2,526	2.51	1,130	1,396
10	8.73	6.66	3,995	2.51	1,506	2,489
15	7.29	5.56	5,005	2.51	1,883	3,122
20	6.30	4.80	5,766	2.51	2,259	3,507
25	5.57	4.25	6,374	2.51	2,636	3,738
30	5.01	3.82	6,878	2.51	3,013	3,865
35	4.56	3.48	7,309	2.51	3,389	3,920
40	4.20	3.20	7,685	2.51	3,766	3,919
45	3.89	2.97	8,018	2.51	4,142	3,876
50	3.64	2.77	8,318	2.51	4,519	3,799
55	3.41	2.60	8,590	2.51	4,895	3,695
60	3.22	2.46	8,840	2.51	5,272	3,568
65	3.05	2.33	9,071	2.51	5,648	3,422
70	2.90	2.21	9,285	2.51	6,025	3,260
75	2.76	2.11	9,486	2.51	6,402	3,084
80	2.64	2.02	9,674	2.51	6,778	2,896

Volume Required to Detain= 3,920 C.F.; Detention provided= 3,930 C.F.

TABLE OF CONTENTS

A. PROJECT LOCATION	1
B. FLOOD PLAIN	1
C. SOIL CONDITIONS.....	1
D. EXISTING CONDITIONS.....	2
E. PROPOSED CONDITIONS	2

EXHIBITS

EXHIBIT "A" – LOCATION MAP

EXHIBIT "B" – FIRM ZONE DESIGNATION MAP/FLOOD ELEVATION CERTIFICATE

EXHIBIT "C" – SOILS SURVEY MAP

EXHIBIT "D" – RUNOFF COEFFICIENTS

EXHIBIT "E" – DRAINAGE CALCULATIONS

EXHIBIT "F"-PRELIMINARY SITE PLAN

MEMORANDUM

TO: Cities Served by AEP Texas

FROM: Chris Brewster and Hannah Wilchar

DATE: June 5, 2017

RE: Energy Efficiency Cost Recovery Factor Application of AEP

On June 1, AEP Texas Inc. ("AEP") filed its 2018 Energy Efficiency Cost Recovery Factor ("EECRF") application. Pursuant to Public Utility Commission ("PUC" or "Commission") rules, AEP is required to annually apply no later than June 1 of every year to adjust the EECRF in order to reflect changes in program costs and bonuses and to minimize any over- or under-collection of energy efficiency costs resulting from the use of the EECRF.

Last year in Docket Nos. 45928 and 45929, the Commission authorized AEP to adjust its 2017 EECRFs to recover \$10,761,9123 (\$9,003,339 for the Central Division and \$1,758,574 for the North Division). In this filing, AEP is seeking to adjust its EECRF to collect \$11,618,997 (\$9,488,449 for the Central Division and \$2,130,548 for the North Division) in 2018 to reflect the following components:

- 1) recovery of \$8,650,863 for AEP Texas (\$6,813,091 for the Central Division and \$1,837,772 for the North Division) which is the forecasted 2018 energy efficiency program expenditures in excess of its projected energy efficiency revenues collected from base rates adjusted as outlined in the rule;
- 2) return to customers the amount of \$1,173,691 for the Central Division and \$328,735 for the North Division, representing the over-recovery of \$1,502,426 for AEP Texas actual energy efficiency costs for 2016;
- 3) recovery of \$3,492,251 for the Central Division and \$556,190 for the North Division representing AEP Texas' 2016 performance bonus of \$4,048,441 for achieving demand and energy savings that exceeded its minimum goals to be achieved in 2016;
- 4) recovery of \$5,713 (\$2,822 for the Central Division and \$2,891 for the North Division) representing 2016 EECRF proceeding expenses incurred in Docket Nos. 45929 and 45928 by municipalities as authorized by 16 TAC § 25.181(f)(3)(B); and
- 5) recovery of \$416,407 for AEP Texas' share of the EM&V costs to evaluate PY 2016 and PY 2017 (\$353,977 for the Central Division and \$62,430 for the North Division).

Although you may receive a copy of the application in the mail or from your local AEP representative, cities do not have jurisdiction over this matter and are not legally required to take action. However, the Commission's decision on AEP's EECRF will impact your rates and the rates of your citizens. The PUC has previously determined that this is a ratemaking proceeding;

June 14, 2017

Page 2

therefore, the law allows for your city to be reimbursed for the reasonable cost of the services associated with reviewing the application. Under the Commission's rule, the cities' expenses associated with participation in this proceeding will be reimbursed in next year's EECRF proceeding. Accordingly, there is no direct cost to your city for participation in this proceeding.

While no council action is required on this matter, and you may send me an email authorizing us to include your city in the coalition that will participate in this case, we recognize that some councils may prefer (or require) formal action to join the group. Accordingly, we have attached a model resolution and staff report to this effect.

Please feel free to contact me at (512) 322-5831 or cbrewster@lglawfirm.com if you have questions or concerns.

MODEL STAFF REPORT

PURPOSE

AEP Texas Inc. (“AEP” or “Company”) filed an application on or about June 1, 2017 with the Public Utility Commission of Texas (“PUC” or “Commission”), seeking to adjust its 2018 Energy Efficiency Cost Recovery Factor (“EECRF”). Pursuant to Commission rules, AEP is required to annually apply no later than June 1 of every year to adjust its EECRF in order to reflect changes in program costs and bonuses and to minimize any over- or under-collection of energy efficiency costs resulting from the use of the EECRF.

Last year in Docket Nos. 45928 and 45929, the Commission authorized AEP to adjust its 2017 EECRFs to recover \$10,761,9123 (\$9,003,339 for the Central Division and \$1,758,574 for the North Division). In this filing, AEP is seeking to adjust its EECRF to collect \$11,618,997 (\$9,488,449 for the Central Division and \$2,130,548 for the North Division) in 2018 to reflect the following components:

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- 2) return to customers the amount of \$1,173,691 for the Central Division and \$328,735 for the North Division, representing the over-recovery of \$1,502,426 for AEP Texas actual energy efficiency costs for 2016;
- 3) recovery of \$3,492,251 for the Central Division and \$556,190 for the North Division representing AEP Texas’ 2016 performance bonus of \$4,048,441 for achieving demand and energy savings that exceeded its minimum goals to be achieved in 2016;
- 4) recovery of \$5,713 (\$2,822 for the Central Division and \$2,891 for the North Division) representing 2016 EECRF proceeding expenses incurred in Docket Nos. 45929 and 45928 by municipalities as authorized by 16 TAC § 25.181(f)(3)(B); and
- 5) recovery of \$416,407 for AEP Texas’ share of the EM&V costs to evaluate PY 2016 and PY 2017 (\$353,977 for the Central Division and \$62,430 for the North Division).

The resolution authorizes the City to join with the Cities Served by AEP (“Cities”) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

DISCUSSION

City groups have long participated in ratemaking proceedings before the PUC, the Courts, and the Legislature on electric utility regulation matters. Participation in a city group such as Cities allows cities to advocate for the public interest and accomplish more collectively than each city could on its own.

Explanation of “Be It Resolved” Paragraphs:

Section 1. This section authorizes the City to participate in Cities as a party in the Company’s EECRF filing, PUC Docket No. 47236.

Section 2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. The Company will reimburse Cities for its reasonable rate case expenses. Legal counsel and consultants of Cities will submit monthly invoices that will be forwarded to AEP for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting this resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the resolution was properly noticed.

Section 5. This section provides that Cities' counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

RESOLUTION NO. R2017-49

RESOLUTION OF THE CITY OF WESLACO APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TO REVIEW AEP TEXAS INC.'S REQUESTED APPROVAL OF AN ADJUSTMENT TO ITS ENERGY EFFICIENCY COST RECOVERY FACTOR; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO LEGAL COUNSEL.

WHEREAS, on or about June 1, 2017, AEP Texas Inc. ("AEP" or "Company"), pursuant to the Public Utility Regulatory Act ("PURA") § 39.905 and Public Utility Commission of Texas ("Commission" or "PUC") Substantive Rule 25.181(f), filed with the Commission an application for a 2018 Energy Efficiency Cost Recovery Factor ("EECRF"), PUC Docket No. 47236; and

WHEREAS, the City of Weslaco will cooperate with similarly situated city members and other city participants located within the AEP service area in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, working with the Cities Served by AEP ("Cities") to review the rates charged by AEP allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, Cities has a history of participation in PUC dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates in AEP's service area to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

1. That the City is authorized to participate with Cities in PUC Docket No. 47236.
2. That subject to the right to terminate employment at any time, the City of Weslaco hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

3. That the City's reasonable rate case expenses shall be reimbursed by AEP.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Chris Brewster, Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this the 20TH day of JUNE, 2017.

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: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1059	
From:			
Subject: Discussion and consideration on the Weslaco Centennial Celebration proposed schedule of events and activities. Possible action. (Staffed by City Managers Office).			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: Memo, Committee meeting of Event and schedules, Draft 100th Year Celebration schedule, Tentative schedule of events, Centennial committee program outline			
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

DATE: June 16, 2017

TO: Mayor David Suarez and City Commission

FROM: Mike R. Perez, City Manager

SUBJECT: 100th Year Celebration Schedule

Attached is a draft agenda for our 100th Year Celebration. The draft is a blending of two schedules presented by the Weslaco 100th Committee. (See attached drafts).

We are asking for your input to the draft schedule and approval so the Committee can proceed with the events.

DRAFT

100th Year Celebration

Friday, December 6, 2019

- Night Gala – Tent maybe at City Hall Parking Lot

Saturday, December 7, 2019

- Opening Ceremonies at City Hall at 10:00 am
- Mayor shoots gun (blanks)
- Open Time Capsule
- Luncheon for special guests
- Santa Dash run at 6:30 pm
- Parade (theme: historic to current)

Sunday, December 8, 2019

- Musical Performance – WISD
- Art Exhibit
- Fiesta/Market
- Old Car/Farm Equipment Show

Monday, December 9, 2019

- Musical Performance
- Art Exhibit

Tuesday, December 10, 2019

- Fireworks/Children's Parade – WISD Stadium
- History/Musical on large screen
- Bury new Time Capsule – (to be determined)
- Closing Ceremony

Meeting of Committee of Schedules and Events

The committee met on Saturday, March 19, 1017 at 10: A.M. to finalize the plans discussed at the meeting of March 12th.

The year of this schedule will be 2019.

Thursday Evening Dec. 5: Open Dress Rehearsal of Musical Production by W.I.S.D. (This would be at discretion of W.I.S.D & no charge for parents)

Friday, December 6th: **Special guests:** Governor of Texas, Mayors of Valley cities, former mayors of Weslaco, present & past Weslaco City councilmen

Opening Prayer

10: A.M. Mayor shoots pistol, loaded with a blank, commemorating the Opening of Activities for 100th Anniversary Celebration at site of Time Capsule of 75th.

Mayor announces General Schedule & Welcome

Opening of Time Capsule of 1975 (library grounds)

Luncheon for invited dignataries ALL THE ABOVE SHOULD BE HANDLED BY A SPECIAL "SUB-COMMITTEE" OF CITIZENS TOGETHER WITH A CITY GOVT. COMMITTEE.

The rest of the afternoon will be free for citizens to partake of "on going activities", listed under separate heading

✓ 7:30 P.M. (TIME FLEXIBLE) at Bobby Lackey Football Stadium: **Grand Opening Fireworks Program**, consisting of Weslaco High R.O.T.C., possibly National Guard, presentation of flag;participating school bands, "Pace setters", Mariachis Groups; Presentation of Grand Birthday Cake, with slices given as everyone leaves stadium, and Fireworks Finale. Perhaps other ideas for presentation of cake will be forthcoming.

ALL ABOVE HANDLED BY SPECIAL "SUB-COMMITTEE OF CITIZENS TOGETHER WITH SCHOOLS AND CITY COMMITTEES

Saturday, December 7

10:00 Children's Pet Parade: This is in remembrance of historical parades, and it's possible that there will not be an interest in this if local nursery schools and

4. A committee to investigate and report/advise about "Ongoing Events" during the celebration, which will include ideas of where they will be located.

Suggestions of "Ongoing Events"

As suggested in the preceding report of the Events committee, there is opportunity for the community and guests to participate in special events. Two years in advance might be too early to engage participants, but the following are suggestions. At the proper time a special committee will be needed to organize this wide-ranging part of the celebration, which, no doubt will involve contacting special groups, working with the city, locating sites.

SUGGESTIONS: Visits to Frontera, Nature Center, Public Schools, Weslaco Museum exhibits; Food Booths and Special Vendors offered on Main Street and La Placita Park; Arts and Crafts; Music *Cartez hotel.*
Tower Theater

Meeting of Committee of Schedules and Events

The committee met on Saturday, March 19, 1977 at 10: A.M. to finalize the plans discussed at the meeting of March 12th.

The year of this schedule will be 2019.

Thursday Evening Dec. 5: Open Dress Rehearsal of Musical Production by W.I.S.D. (This would be at discretion of W.I.S.D & no charge for parents)

Friday, December 6th: **Special guests:** Governor of Texas, Mayors of Valley cities, former mayors of Weslaco, present & past Weslaco City councilmen

Opening Prayer

10: A.M. Mayor shoots pistol, loaded with a blank, commemorating the Opening of Activities for 100th Anniversary Celebration at site of Time Capsule of 75th.

Mayor announces General Schedule & Welcome

Opening of Time Capsule of 1975 (library grounds)

Luncheon for invited dignitaries ALL THE ABOVE SHOULD BE HANDLED BY A SPECIAL "SUB-COMMITTEE" OF CITIZENS TOGETHER WITH A CITY GOVT. COMMITTEE.

The rest of the afternoon will be free for citizens to partake of "on going activities", listed under separate heading

✓ 7:30 P.M. (TIME FLEXIBLE) at Bobby Lackey Football Stadium: **Grand Opening Fireworks Program**, consisting of Weslaco High R.O.T.C., possibly National Guard, presentation of flag; participating school bands, "Pace setters", Mariachis Groups; Presentation of Grand Birthday Cake, with slices given as everyone leaves stadium, and Fireworks Finale. Perhaps other ideas for presentation of cake will be forthcoming.

ALL ABOVE HANDLED BY SPECIAL "SUB-COMMITTEE OF CITIZENS TOGETHER WITH SCHOOLS AND CITY COMMITTEES

Saturday, December 7

10:00 Children's Pet Parade: This is in remembrance of historical parades, and it's possible that there will not be an interest in this if local nursery schools and

elementary schools sponsor their own floats in the afternoon parade. A SPECIAL "MOTHERS" COMMITTEE SHOULD BE APPOINTED TO MAKE A FINAL DECISION AND FOLLOW-UP ACCORDINGLY.

Saturday, December 7

3:00 – 5:00 P.M. Historical Parade to include citizen's floats, and special historical floats that depict special events in Weslaco's history. There will be NO Christmas-themed floats this year. **A SPECIAL COMMITTEE FROM THE CHAMBER OF COMMERCE AND THIS COMMITTEE SHOULD BE APPOINTED FOR THIS EVENT. (A suggestion that a special "history committee" be created to advise about historical events, see below)**

7:30: Musical Performance, same as on Thursday, presented by W.I.S.D.

Sunday, December 8

Morning: Churches will be asked to present something about their own congregational history in Weslaco. **A SPECIAL COMMITTEE OF WESLACO MINISTERS/PRIESTS SHOULD BE APPOINTED FOR THIS EVENT.**

2:00 P.M. Creation and burial of new Time Capsule at location of choice of SPECIAL COMMITTEE FOR THIS EVENT. CLOSING PRAYER

3: 30 P.M. Final matinee performance of Musical Production (at discretion of W.I.S.D. COMMITTEE AND CAST)

****For discussion and action: SPECIAL COMMITTEES NEEDED now TO PROCEED:**

1. A historical committee to clarify, simplify, and make a timeline of the history of Weslaco. This needs to be a small, but an integrated committee representative of all generations of the population with assistance from our museum for ideas and use of its database of historical pictures etc. The final product of this committee will be the guideline for the musical performance and the floats in the parade.
2. A communication/publicity committee to make the community aware of Centennial plans and to invite their historical input
3. A committee to begin collection of family histories; laying ground rules of length, ways of preservations, and way of presentations during the celebration.

4. A committee to investigate and report/advise about "Ongoing Events" during the celebration, which will include ideas of where they will be located.

Suggestions of "Ongoing Events"

As suggested in the preceding report of the Events committee, there is opportunity for the community and guests to participate in special events. Two years in advance might be too early to engage participants, but the following are suggestions. At the proper time a special committee will be needed to organize this wide-ranging part of the celebration, which, no doubt will involve contacting special groups, working with the city, locating sites.

SUGGESTIONS: Visits to Frontera, Nature Center, Public Schools, Weslaco Museum exhibits; Food Booths and Special Vendors offered on Main Street and La Placita Park; Arts and Crafts; Music *Cortez hotel.*
Tower Martin

DRAFT

100th Year Celebration

Friday, December 6, 2019

- Night Gala – Tent maybe at City Hall Parking Lot

Saturday, December 7, 2019

- Opening Ceremonies at City Hall at 10:00 am
- Mayor shoots gun (blanks)
- Open Time Capsule
- Luncheon for special guests
- Santa Dash run at 6:30 pm
- Parade (theme: historic to current)

Sunday, December 8, 2019

- Musical Performance – WISD
- Art Exhibit
- Fiesta/Market
- Old Car/Farm Equipment Show

Monday, December 9, 2019

- Musical Performance
- Art Exhibit

Tuesday, December 10, 2019

- Fireworks/Children's Parade – WISD Stadium
- History/Musical on large screen
- Bury new Time Capsule – (to be determined)
- Closing Ceremony



04/25/17

Tentative Schedule of Events

11/11
~~2018~~
Friday, Dec 6, 2019 2019

- Friday Night Gala –The Gala will honor the Founding, Pioneer, and Settling Families. It will also honor any centenarian who was born in Weslaco in 1919 or who now permanently resides in Weslaco.
 - To be held under tent in the City Hall parking lot.
 - There is a question when the time capsule should be opened so that there is time to put all contents on display at the Museum.

Saturday, Dec 7, 2019

Parade

- Opening Ceremonies at City Hall. Invitation of dignitaries – Governor, Mayors of Valley cities, former mayors of Weslaco, present and past Weslaco city councilors. Luncheon for dignitaries.
 - Culinary Art program student volunteers for serving and making the food.
- Santa Dash can be included as part of the festivities with Weslaco 100 theme, maybe customized shirts?
- Weslaco 100 theme parade(s), the Chamber usually receives \$5000 from city. Last year's theme was "South of the Border".
 - Weslaco Parade will stay Christmas and lighted due to the popularity of it with the citizens, but the theme will be Centennial Christmas Parade or 100 years of Weslaco Christmas Parade. Weslaco 100 could add onto to this already existing parade. The sub-committee can have a checklist of requirements for the float applicant. The applicants can then submit float details in order to compete for a stipend provided by the Weslaco 100 sub-committee (amount of money raised and amount of stipend will determine how many floats can enter the parade.
 - Pico de Gallo bike riders will also be part of the parade.
- Children's Parade
 - Possibly have it at one of the Parks with a mini carnival afterwards. OR have a Children's parade on Tuesday, the City's birthday, at Bobby Lackey Stadium around the track to encourage more school participation
- Fiesta & Market at multiple locations or all centralized in downtown area?
 - Alfresco usually has 60 to 85 vendors.
 - Beer sales. The Chamber can get license, permit and man power and a percentage of sales is given by the entity providing the product. If the product is donated you cannot sell it due to TABC laws.
- Stage Entertainment in the evening at the Fiesta & Market. Do we want big name bands, comedians, etc.. to drawn in the crowds?
- Offsite Events: Pico de Gallo, Run/Walk Marathon, Golf Tournament.

Saturday, Dec 7, 2019 con't

- Community sponsored events throughout the city (Frontera Audubon, Valley Nature Center, Cortez Hotel, etc...) \
- open mic night for the Seniors in our community that have wonderful experiences to share with the younger generations.

Sunday, Dec 8, 2019

- Performance at PAC
- Art Exhibit @ Compass Bank
- Fiesta & Market continue or all centralized in downtown area?
- Old car show, old farm equipment, BBQ Cook Off
 - BBQ cookoff, to be or not to be sanctioned? If so, how many teams and \$\$\$ payout for winners. Teams will need a lot of space for competition.
- Community sponsored events continue (Frontera Audubon, Valley Nature Center, Cortez Hotel, etc...)

Monday, Dec 9, 2019

- Performance at PAC
- Art Exhibit @ Compass Bank

Tuesday, Dec 10, 2019

- Fireworks and Birthday Cake at Bobby Lackey Stadium.
 - Children's Parade?
 - Bands performance, ROTC performance, etc...
 - Fireworks about \$13,000 for 20 min display (like at 4th of July celebration). Will need a safe zone of 350ft radius ft. So, fireworks can be done at the soft ball field. If fireworks are done at downtown festival they would have to be set up at the old Barbie field by Central MS.
 - Community organized events (coordinated with the WCC) throughout the year.

The schedule and events are subject to change based on logistics and other factors

CENTENNIAL PLANNING AND EVENTS COMMITTEE PROGRAM OUTLINE

Thursday, Dec. 5th: Evening: *Musical Performance Rehearsal for Media and Parents*

OK Friday, Dec. 6th: Morning- *OPENING EVENTS*

CENTENNIAL Luncheon

Ongoing Events throughout the City (to be discussed)

Afternoon- *Matinee Performance Musical History of Weslaco*

Evening: *Community Kick-off of Celebration*

OK Saturday Dec. 7: Morning- *Early Bird" reunioneers" breakfast*

Ongoing Events

Afternoon- *Matinee Performance Musical History of Weslaco*

Evening- *Parade with a Centennial twist*

~~Sunday Dec. 8: Afternoon-~~ *CLOSING EVENTS*

~~Final performance~~ *Musical History of Weslaco*

Christmas Parade

June 20, 2017

Siemens Industry, Inc.
Building Technologies Division
Energy & Environmental Solutions
Attention: Chad Nobles/Denise Chavez
8850 Fallbrook Road
Houston, Texas 77064

Re: Letter of Intent and Approval to Proceed with Investment Grade Audit

Dear Mr. Nobles & Mrs. Chavez:

The City of Weslaco, Texas ("Weslaco") intends to contract Siemens Industry, Inc. ("Siemens") for the implementation of a performance contracting program to improve the system infrastructure and the operational efficiencies of its facilities & infrastructure ("Program"). The Program will be comprised of a variety of facility improvement, energy conservation, and/or water conservation measures, to be assessed through an investment grade audit ("Audit").

The Audit will evaluate the following systems:

- Heating, Ventilation and Air Conditioning
- Water Meters
- Automatic Water Meter Reading System
- Indoor and Outdoor Lighting
- Building Automation
- Wastewater Treatment Plants

In regard to water meters, the Audit will evaluate the accuracy of the existing water meters, as well as the feasibility of an automatic meter reading system, through the following services provided by Siemens:

- Provide, remove, and install 70 new direct-read water meters (sizes vary from 2" and below)
- Transport and test the removed meters
- Field survey all large commercial meters (sizes vary from 3" and up)
- Analyze meter testing results and include a list of meter sizes and locations of those surveyed

While preparing the Audit, other efficiencies or improvement opportunities may be found, and these measures may be added, modified, delayed, or deleted from the Program, as agreed between the parties.

The objectives of the Program to be assessed in the Audit are as follows:

- Reduce water losses due to meter inaccuracies
- Reduce systematic data handling errors such as water meter reading
- Identify potential energy efficiency improvements within the existing inventory of equipment
- Identify opportunities to reduce operating and utility costs
- Identify opportunities to replace or upgrade existing equipment
- Identify opportunities to improve facility infrastructure
- Quantify energy savings and present fixed project costs for proposed improvements
- Maximize available utility company rebates, if available
- Obtain a guarantee for the Program from Siemens
- Comply with applicable law: Local Government Code 302

Weslaco and Siemens will cooperate to finalize the technical, legal and financial components of the Program, and Weslaco will pursue financing for the Program, possibly with assistance from Siemens. Weslaco also will prioritize the measures to be implemented, and Siemens will use the results of the Audit as the basis for a draft Performance Contracting Agreement ("Agreement").

If Siemens provides an Agreement which meets the objectives defined above, and the parties execute the Agreement, then the costs associated with the Audit can be incorporated into the price of the Agreement. However, if Weslaco does not execute an Agreement with Siemens within sixty (60) days of receipt, then Weslaco agrees to pay Siemens \$85,000.00 (Eighty-five thousand dollars and no cents) within thirty (30) days of invoice for the Audit services described above.

On behalf of Weslaco, this Letter of Intent is approved as of the date above.

Sincerely,

Signed

Print

Title

Acknowledged and agreed for Siemens:

Signed

Print

Title



Standardized Agenda Request Form

Date of Meeting: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1045	
From:			
Subject: Discussion and consideration to approve the purchase of computers using BuyBoard contract as budgeted in an amount not to exceed \$35,000.00 and authorize the Mayor to execute any related document. Possible action. (Staffed by Information Technology)			
Background: The Information Technology department has budgeted for the replacement of another 50 computers and this will be the second year in our computer refresh plan. Our plan is to not have computers in operation older than 5 years so that our software works better. Last year we purchased the HP ProDesk G2 model computer and this year we requested quotes for the next generation of same computer but in a micro-tower form factor which includes a DVD burner. Computers come with 3 year parts/labor/onsite warranty and have not had any issues with these computers. Attached are all quotes received from multiple vendors for both small form factor and micro-tower.			
Funding Source (budget code, if applicable): 01-530-4010			
Amount: \$35,000.00		Term of Impact:	Identified in Current Budget: Yes
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):			
Jose Peña		Created/Initiated	
Jose Peña		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: This item is in the I.T. budget and staff recommends approval of lowest quote for HP ProDesk 400 G4 computer from PCMG.			
Attachments, if any: Quotes Summary, PCMG Quote			
Responsibilities upon Approval:			

**Information Technology
Computer Quotes**

Vendor	HP ProDesk 400 G3		HP ProDesk 400 G4	
	each	50 units	each	50 units
SCW	\$627.66	\$31,383	\$648.81	\$32,441
Gov-Conn	\$599.00	\$29,950	\$600.00	\$30,000
CDW-G	\$610.00	\$30,500	\$610.00	\$30,500
PCMG	\$700.00	\$35,000	\$579.00	\$28,950
SHI	\$630.51	\$31,526	\$662.97	\$33,149
Zones	\$639.01	\$31,951	\$677.73	\$33,887
O.Depot	\$590.82	\$29,541	\$620.86	\$31,043
HP	\$709.00	\$35,450		



Standardized Agenda Request Form

Date of Meeting: June 20, 2017		Agenda Item No. (to be assigned by CSO): 2017-1047
From:		
Subject: Discussion and consideration to approve an Interlocal Agreement with the City of Edinburg for a manhole replacement program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Elizabeth Walker	Created/Initiated	
Pete Garcia	Approved	
Mike Perez	Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any:		
Responsibilities upon Approval:		