



A REGULAR MEETING OF THE WESLACO CITY COMMISSION TUESDAY, JUNE 1, 2021

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 1, 2021 at 5:30 pm pursuant to Section 551.045 of the Texas Open Meetings Act.

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. In conjunction with the guidance and provisions provided by the Governor and in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus (COVID-19), there will be a **limit of seventy-nine (79) in person attendance to include staff and the governing body.** These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring a large group setting and in accordance with Section 418.016 of the Texas Government Code. The meeting will be recorded and uploaded to the City website following the conclusion of the meeting.

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-877-853-5247; Meeting ID: 946 1533 4573.

Members of the public who wish to participate in Public Comment on an agenda item must send their name, address and phone number via email to nacantu@weslacotx.gov by 12:00 pm on June 1, 2021. A staff member will contact you with instructions via phone call to address your public comments.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral Recognition.
 - Proclamation recognizing the UTRGV American Sign Language Club.
 - Proclamation Elder Abuse Awareness Month
- 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.

The Public may comment on anything on the agenda, however if you comment on something not included on the agenda, the Commission cannot take any formal action until it is placed on an agenda and notice of the meeting is properly posted. Registration for Public Comments must be submitted to the City Secretary before the City Commission meeting is called to order. As the Mayor calls upon those

who submitted a registration form with the City Secretary, please step to the podium and state your name and address before beginning your presentation.

III. PUBLIC HEARING

- A. To solicit input on the Adoption and Designation of the Weslaco Reinvestment Zone No. 1 Pursuant to the City's Guidelines and Criteria Under the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code. (Staffed by City Manager.)

IV. CONSENT AGENDA

The following items are 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 4 and May 18, 2021 (Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approval on Ordinance 2021-16 for the Voluntary Annexation of West and Adams Tract Subdivision – being a 4.73 acre tract of land out of Farm Tract 1046, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located adjacent to and east of Spanish Oak Dr and Shady Grove Trail and authorize the Mayor to execute any related documents. (First reading held May 18, 2021; staffed by Planning & Code Enforcement Department.) Attachment.
 - 2) Approval on Ordinance 2021-17 to rezone 1108 W Pike Blvd. Also being 0.55 acre tract of land out of, farm Tract 3, West & Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-2 Duplex and apartment district to B-2 secondary and highway business district. and authorize the Mayor to execute any related documents. (First reading held May 18, 2021; staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval on amendments and extension from June 7, 2021 to July 7, 2021 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. (Staff by City Manager.)
- D. Approval to apply for the FY 2021 Texas State Library Interlibrary Loan Lending Reimbursement Program, acceptance of funding upon award, and authorization for the Mayor to execute any related documents. (Staffed by the Library Department.)
- E. Approval to purchase FortiAuthenticator Cybersecurity software (Contract #200105) in the amount of \$34,883 with **NO MATCH REQUIRED AND NO REOCCURRING FEES** and will be fully reimbursed through SHSP Grant #4003501

and authorize the Mayor to execute any related documents. (Staffed by Police Department.). Attachment.

- F. Approval to submit an application to the FY 21 COPS Office Hiring Program Solicitation to hire police officers and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- G. Approval to submit an application to the FY2021 Bulletproof Vest Program to purchase concealed bullet proof vest and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- H. Approval on renewal of Annual “Movies at the Park” program in the amount of \$3,270 for the 2021 season and authorize the Mayor to execute any related documents. . (Staffed by Parks and Recreation Department.) Attachment.

V. NEW BUSINESS

- A. Discussion and consideration after public hearing on the Adoption and Designation of the Weslaco Reinvestment Zone No. 1 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment.
- B. Discussion and consideration on Resolution 2021-34 authorizing grant agreements with the Texas Water Development Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment.
- C. Discussion and consideration on Ordinance 2021-18 authorizing the issuance of "City of Weslaco, Texas Tax and Revenue Certificates of Obligation, Series 2021A"; approving the terms of a Resolution of the Texas Water Development Board; approving an application for financial assistance, a paying agent/registrar agreement and an escrow agreement; and making other provisions regarding the certificates and other matters related thereto and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-18. Possible action. (Staffed by City Manager.) Attachment.
- D. Discussion and consideration to approve Resolution 2021-35 authorizing Publication of Notice of Intention to Issue Certificates of Obligation and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment.
- E. Discussion and presentation on progress report on proposed projects discussed at City Commission Retreat. (Staffed by City Manager.)
- F. Discussion and consideration to solicit Requests for Bids for the Fire and Police Station with Municipal Court project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

- G. Discussion and consideration to solicit for Construction Management Services for the Fire and Police with Municipal Court project located at 301 N. Bridge and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)
- H. Discussion and consideration to award RFB No.: 2020-21-20 for the purchase of Aircraft Tug in the amount not to exceed \$43,168 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment.
- I. Discussion and consideration to award RFB No.: 2020-21-19 for the purchase of a Utility Tractor in the amount not to exceed \$56,700 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment.
- J. Discussion and consideration on Change Order #1 for the North Side Sports Complex for addition of 57 days to contract and Change Order #2 for deduct of sidewalks and additional trails in the amount of \$52,122 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment.
- K. Discussion and consideration to approve change order #9 to the construction contract agreement in the amount of \$42,960 for the Pleasantview & 11th St Drainage Improvements project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.
- L. Discussion and consideration to award bid for the excavation of a regional detention facility (RDF) relating to Pleasantview Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Dept.)
- M. Discussion and consideration to approve Ordinance 2021-19 abandoning an existing 10-foot utility easement along the south property line of Lot 22 Northcross Subdivision and authorize the Mayor to execute any related documents. First reading on Ordinance 2021-19. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- N. Discussion and consideration on Ordinance 2021-20 amending Ordinance No. 71-4 Codified in the Code of Ordinances as Chapter 62 Garbage, Trash and Rubbish adopting new regulation regarding placement of garbage bins near mailboxes and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-20. Possible action. (Staffed by Public Works Department.) Attachment.
- O. Discussion and consideration to award RFB 2020-21-22 to Doggett Freightliner of South Texas for the purchase of a 40 Yd. Brush Grapple Truck and extended warranty in the amount not to exceed \$194,640 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.

- P. Discussion and consideration to approve an Interlocal Agreement between Leisure World and City of Weslaco for Water/Wastewater Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.

VI. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Personnel - Discussion regarding the Professional Services Agreement for Municipal Court Judge Samuel V. Sanchez as authorized by section §551.074 of the Texas Government Code.
- C. Contract Negotiations - Discussion with the City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by section §551.071 of the Texas Government Code.
- D. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.

- F. Legal Consultation - Consultation with City Attorney regarding notice of potential claim from Lapeze & Johns PLLC representing Jorge Luis Colunga as authorized by section §551.071 of the Texas Government Code.
- G. Legal Consultation - Consultation with City Attorney regarding use of real property as a roadway located on Midway Road South of Mile 5 as authorized by section §551.071 of the Texas Government Code
- H. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property located on Dragon Fly Street as authorized by section §551.072 of the Texas Government Code.
- I. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property described as a 0.726 acre of land out of Farm Tract 15 located northeast of the US 83 Expressway in the West and Adams Tract Subdivision as authorized by section §551.072 of the Texas Government Code.
- J. Economic Development - Consultation with City Attorney regarding financial offer or other incentives for Project Good Times as authorized by section §551.087 of the Texas Government Code.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 28th day of May 2021 on or before 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/ Norma A. Cantu, City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-3913	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Bacilio Castillo, Pave the Way 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 2020 updated			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4241
From:		
Subject: To solicit input on the Adoption and Designation of the Weslaco Reinvestment Zone No. 1 Pursuant to the City's Guidelines and Criteria Under the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code. (Staffed by City Manager.)		
Background: The request for a tax abatement for the city-owned University apartments located in downtown Weslaco. Texas law requires a 30-day notice and public hearing.		
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: April 12, 2021		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ANDREW MUNOZ Mike Perez		Created/Initiated New
City Manager Comments: Solicit public comments.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-3918
From:		
Subject: Approval of the Minutes of the Regular Meeting on May 4 and May 18, 2021 (Staffed by City Secretary Department.) Attachment.		
Background: Record of Commission action for Regular Commission meetings on May 4 and May 18, 2021.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
NORMA CANTU ADELAIDA VEGA Mike Perez		Created
City Manager Comments: Approve.		
Staff Recommendation: Approve.		
Attachments, if any: 21-05-04 minutes - draft, 21-05-18 minutes - DRAFT		
Responsibilities upon Approval: Execute and retain.		



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
MAY 4, 2021**

On Tuesday, May 4, 2021, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor Pro Tem	Leo Muñoz
	Commissioner	Greg Kerr
	Commissioner	Adrian Farias
	Commissioner	Josh Pedraza
	Commissioner	Letty Lopez
	Commissioner	J.P. Rodriguez
ABSENT:	Mayor	David Suarez
	City Manager	Mike R. Perez
STAFF PRESENT:	Andrew Muñoz	Asst. City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez	City Attorney

Also present: Vidal Roman, Finance Director, Joel Rivera, Police Chief, Robert Lopez, Asst. Police Chief, Antonio "Tony" Lopez, Fire Chief, Omar Rodriguez, Parks & Recreation Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Albert Aldana, City Engineer, Arnold Becho, Library Director, Martin Vela, IT Director, Pete Garcia, Public Works Director, David Arce, Deputy Public Works Director, Olga Garza, Asst. Public Works Director, Eddie Gil, IT Department, Rosa Huerta, Municipal Court, Cristina Garcia, PIO, George Quilantan, Inframark and Aida Vega, Deputy City Secretary.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Pro Tem Leo Muñoz called the meeting to order and certified the public notice of the meeting as properly posted Friday, April 30, 2021.

B. Invocation.

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

C. Pledge of Allegiance.

Mayor Pro Tem Muñoz led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None.

E. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting the absence of Mayor Suarez and a quorum present.

II. PUBLIC COMMENTS

None.

III. CONSENT AGENDA

The following items are 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 April 20, 2021 (Staffed by City Secretary Department.)

B. Approval of Lease Agreement renewal with Weslaco Little League for the use of the Isaac Rodriguez Park Sports Fields and Harlon Block Sports Complex baseball/softball fields and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

C. Approval of Lease Agreement with the Weslaco Youth Football League to use Harlon Block Sports Complex East and West sports fields for youth 7 on 7 and Flag Football and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

D. Approval to purchase two 2021 Chevy Tahoe PPV under BuyBoard Contract #601-19 in the amount of \$73,750 (2 units), police emergency equipment for two units under BuyBoard Contract #388654 in the amount of \$47,088 and two police radios (installed) under BuyBoard Contract #'s 603-20/604-20 in the amount of \$5,741 and authorize the Mayor to execute any related items. (Staffed by Police Department.)

E. Approval to Purchase Two 2021 Chevy Tahoe PPV with emergency equipment under Buy Board Contract #601-19 (unit), Buy Board 603-20 (Equipment) in the amount of \$47,101 each, for a total of \$94,202 These units are replacement units in the Fire Marshals Office and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)

F. Approval to authorize staff to purchase a Certificate of Deposit from Navy Army Credit Union in the amount of \$240,000 for a term of 12-months utilizing the Library Marion Booth Endowment Funds; approve Resolution 2021-31 authorizing signatories to conduct business and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)

G. Approval to authorize staff solicit bids for the purchase of a 40 cubic yard brush truck and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Kerr seconded by Commissioner Lopez moved to approve consent agenda A, C, F and G withholding item B, D and E as presented. The motion carried with unanimously; Mayor Pro Tem Muñoz was present and voting.

B. Approval of Lease Agreement renewal with Weslaco Little League for the use of the Isaac Rodriguez Park Sports Fields and Harlon Block Sports Complex baseball/softball fields and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

Commissioner Kerr abstained from discussion and vote.

Commissioner Farias seconded by Commissioner Lopez moved to approve Weslaco Little League use of the Isaac Rodriguez Park Sports Fields and Harlon Block Sports Complex baseball/softball fields as presented. The motion carried; Commissioner Kerr abstained; Mayor Pro Tem Muñoz was present and voting.

D. Approval to purchase two 2021 Chevy Tahoe PPV under BuyBoard Contract #601-19 in the amount of \$73,750 (2 units), police emergency equipment for two units under BuyBoard Contract #388654 in the amount of \$47,088 and two police radios (installed) under BuyBoard Contract #'s 603-20/604-20 in the amount of \$5,741 and authorize the Mayor to execute any related items. (Staffed by Police Department.)

Commissioner Farias abstained from discussion and vote.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve the purchase two 2021 Chevy Tahoe PPV under BuyBoard Contract #601-19 in the amount of \$73,750 (2 units), police emergency equipment for two units under BuyBoard Contract #388654 in the amount of \$47,088 and two police radios (installed) under BuyBoard Contract #'s 603-20/604-20 in the amount of \$5,741 as presented. The motion carried; Commissioner Farias abstained; Mayor Pro Tem Muñoz was present and voting.

E. Approval to Purchase Two 2021 Chevy Tahoe PPV with emergency equipment under Buy Board Contract #601-19 (unit), Buy Board 603-20 (Equipment) in the amount of \$47,101 each, for a total of \$94,202 These units are replacement units in the Fire Marshals Office and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)

Commissioner Farias abstained from discussion and vote.

Commissioner Lopez seconded by Commissioner Rodriguez moved to approve the purchase of two 2021 Chevy Tahoe PPV with emergency equipment under Buy Board Contract #601-19 (unit), Buy Board 603-20 (Equipment) in the amount of \$47,101 each, for a total of \$94,202 as presented. The motion carried; Commissioner Farias abstained; Mayor Pro Tem Muñoz was present and voting.

Following for the record is the resolution.

RESOLUTION NO. 2021-31

STATE OF TEXAS § RESOLUTION AUTHORIZING MEMBERS OF STAFF AS
COUNTY OF HIDALGO § SIGNATORIES ON CERTAIN LEGAL FINANCIAL DOCUMENTS
CITY OF WESLACO § FOR THE CITY OF WESLACO

1. I, Norma A. Cantu, 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 May 4, 2021. This resolution appears in the minutes of this meeting and has not been rescinded or modified.

2. Be it Resolved that,

(a) Navy Army Community Credit Union 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) Vidal Roman, Finance Director	_____
(C) Sonia Flores, Assistant Finance Director	_____

Indicate A, B, and C

- | | | |
|---------------|-----|---|
| <u>A – C</u> | (1) | Exercise all of the powers listed (2) through (9) |
| <u>A – C</u> | (2) | Open any deposit or checking account(s) in the name of the City of Weslaco |
| <u>A – C</u> | (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 <u>2</u> .
Number of authorized signatures required for payroll purpose <u>1</u> . |
| <u>A – C</u> | (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 <u>2</u> . |
| <u>A – C</u> | (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 <u>1</u> . |
| <u>A – C</u> | (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 <u>2</u> . |
| <u>A – C</u> | (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 <u>1</u> . |
| <u>A – C</u> | (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 <u>1</u> . |
| <u>A – C,</u> | (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 May 4, 2021.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Norma A. Cantu, CITY SECRETARY

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

IV. APPOINTMENTS

A. Discussion and consideration on Resolution 2021-32 appointing three members for terms set to expire June 8, 2021 on the Weslaco Mid-Valley Airport Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

In response to Commissioner Pedraza, City Secretary Norma Cantu stated Bud Payne, Art Beckwith and Don Holmes expressed continued interest.

Commissioner Pedraza seconded by Commissioner Lopez moved to appoint Bud Payne, Art E. Beckwith and Don Ed Holmes to the Mid Valley Airport Advisory Board as presented. The motion carried unanimously; Mayor Pro Tem Muñoz was present and voting.

Following for the record is the resolution.

RESOLUTION NO. 2021-32

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE WESLACO MID-VALLEY AIRPORT COMMITTEE.

WHEREAS, the City of Weslaco has established the Weslaco Mid-Valley Airport Committee pursuant to Chapter 6 Airport Section 6-34 of the Weslaco Municipal Code of Ordinances; and

WHEREAS, the members of this board shall serve staggered terms of three years with not more than three committee member's terms expiring on the same date; and

WHEREAS, the terms of three members are set to expire June 8, 2021; and

WHEREAS, the Weslaco Mid-Valley Airport Committee members shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS appoint/reappoint the following individuals to serve on the Weslaco Mid-Valley Airport Committee.

NAME	TERM ENDING
<u>Art Beckwith</u>	June 8, 2024
<u>Don Ed Holmes</u>	June 8, 2024
<u>Bud Payne</u>	June 8, 2024

PASSED AND APPROVED on this 4th day of May 2021.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Norma A. Cantu, CITY SECRETARY

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

V. OLD BUSINESS

A. Discussion and consideration on final reading of Ordinance 2021-14 amending ordinance Number 200 the City of Weslaco Traffic Ordinance; Codified as Chapter 134 of the Weslaco Code of Ordinances, adopting new regulations regarding the stopping, standing or parking vehicle near mailboxes; and ordaining other matters and authorize the Mayor to execute any related documents. (First reading held April 20, 2021; staffed by City Manager.)

Rebekah de la Fuente, Director of Planning and Code Enforcement, stated the proposed ordinance will be added to the traffic ordinance that will make it unlawful for a vehicle to park within 10 feet of a mailbox; as requested from previous discussions, staff added exhibits of design layouts Figure

1 and 2; mailboxes deemed a nuisance and installation of new mailboxes must be relocated at owners expense 10 feet from the property line. Staff recommended approval on the final reading as presented.

In response to the Commission, enforcement will be based on citizens' complaints only and implied so in the ordinance; the concerns of vehicle obstructing mailboxes can be addressed in the Traffic Ordinance and placement of trash containers would need to be in a separate ordinance once the City begins sanitation collection. The City Attorney stated the ordinance as presented was for vehicles obstructing a mailbox recommending a stand-alone ordinance be adopted that would regulate the placement of trash containers. Rebekah noted this ordinance would not apply to non-conforming residential size lots or lots whose frontage is less than 50 feet in width.

Sabrina Luna, 2306 N. Wilson, voiced her concerns stating lives in a cul-de-sac limiting her parking capability; to move her mailbox 10 feet from the property line would not be a solution for her as her lot is less than 50 feet; presented pictures of the obstruction from vehicles and trash containers; has tried to talk to her neighbor; called the police department on several occasions who have spoken to the neighbor but unable to do anything as there is no ordinance to enforce; provided notice from the post master advising her unable to deliver mail. Mr. Jorge Luna voiced the biggest issue was the trash container and requested favorable action to include any object in this ordinance.

Commissioner Kerr suggested staff review the agreement from Republic Service for language that would address placement of containers. Olga Garza, Assistant Public Works Department, stated staff will be working on the ordinance to bring back to the commission.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve final reading of Ordinance 2021-14 as presented. The motion carried unanimously; Mayor Pro Tem Muñoz was present and voting.

Following for the record is the ordinance.

ORDINANCE 2021-14

AN ORDINANCE AMENDING ORDINANCE NUMBER 200 THE CITY OF WESLACO TRAFFIC ORDINANCE; CODIFIED AS CHAPTER 134 OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS REGARDING THE STOPPING, STANDING OR PARKING VEHICLE NEAR MAILBOXES; 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 200 passed and approved on September 17, 1951 as "Traffic Ordinance" and Codified as Chapter 134 of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

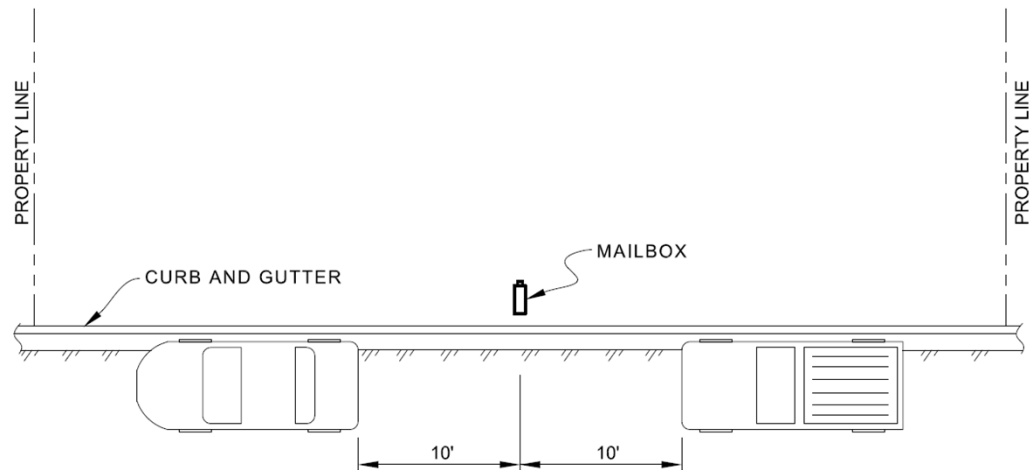
After second and final reading of this Ordinance the amended Traffic ordinance sections will be adopted and codified as Chapter 134 of the Weslaco Code of Ordinances and said Chapter shall read as follows:

CHAPTER 134 TRAFFIC

SECTION 134-134 STOPPING, STANDING OR PARKING VEHICLE NEAR MAILBOXES

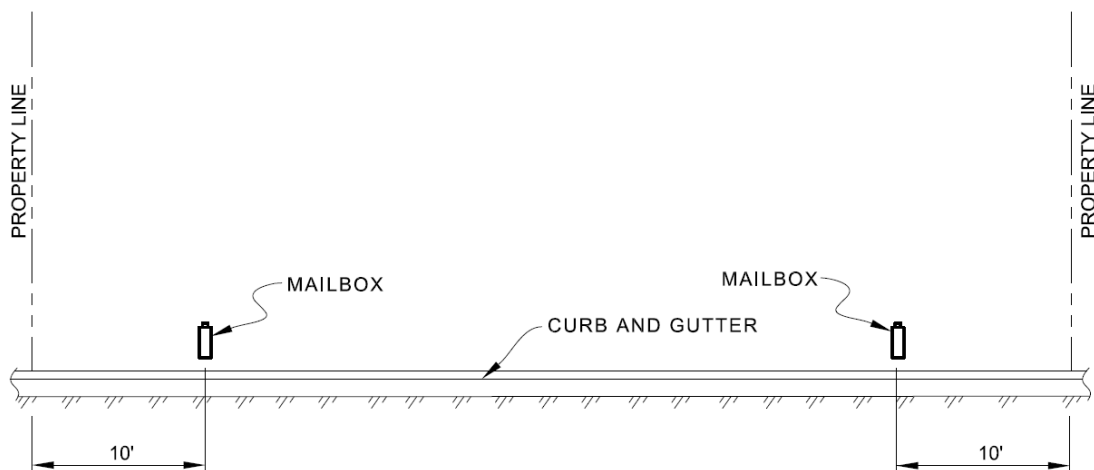
1. It shall be unlawful and a violation to park any vehicle, except a United States Postal vehicle, within 10 feet of a United States Postal box on the sidewalk or street right of way located in a residential use area in accordance with Figure 1.1, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturdays, except on federal holidays and except momentarily to load or unload passengers or merchandise.
 - (a) This ordinance shall not apply to non-conforming residential size lots or lots whose frontage width is less than 50 feet.

Figure 1.1



2. Existing mailboxes that have been deemed a nuisance due to proximity to neighboring property line by the Chief of Police or his designee must be relocated, at the property owners expense, to be at a minimum of 10 feet from the property line in accordance with Figure 1.2.
3. The installation of new mailboxes in areas that are not required by the United States Postal to have cluster boxes, must install said mailbox in accordance with Figure 1.2.

Figure 1.2



PASSED AND APPROVED on first reading at a regular meeting of the City Commission this this 20th day of April 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 4th day of May 2021.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Norma A. Cantu, CITY SECRETARY

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

VI. NEW BUSINESS

A. Discussion and consideration on Ordinance 2021-15 authorizing the issuance of "City of Weslaco Certificates of Obligation, Series 2021"; entering into a certificate of obligation purchase agreement and a paying agent/registrar agreement; and approving all matters related thereto and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-15. Possible action. (Staffed by Finance Department.)

Vidal Roman, Finance Director introduced Ms. Anne Burger Entrekin with Hilltop Securities.

Ann Burger Entrekin stated the City remains in a very strong financial position having a rating of "AA"; overviewed the February projections versus actual indicating par amount of bonds would be \$10,890,000 and with accrued interest and premium total sources would be \$12,470,535; actual project fund deposit would be \$12,250,000; true interest cost rate is 2.06%; call date is 10 years and negotiable; total debt service cost would be \$15,289,633; no tax rate increase to cover debt and recommended Frost Bank as the financial institute to underwrite the bonds and thanked the finance department staff for assistance.

Commissioner Kerr, seconded by Commissioner Rodriguez moved to approve Ordinance 2021-15 authorizing the issuance of "City of Weslaco Certificates of Obligation, Series 2021" as presented. The motion carried unanimously; Mayor Pro Tem Muñoz was present and voting.

B. Discussion and consideration on an Interlocal Agreement between Hidalgo and Cameron Counties Irrigation District No. 9 and City of Weslaco for hike and bike trails and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Commissioner Kerr abstained from discussion and vote.

Omar Rodriguez, Parks & Recreation Director, stated the commission has voiced the need for more hike and bike trails; staff met with the irrigation districts to discuss how the City could utilize irrigation facilities and ditches for such purposes. Staff recommended approval of the interlocal agreement that sets terms to allow the expansion of hike and bike trails along irrigation facilities and is subject to their board approval noting this is a multi-year plan in the expansion efforts of trails along all of their canals and ditches.

In response to Mayor Pro Tem Muñoz, the city does not maintain irrigation canals only certain ditches; maintenance would be limited to improvement of the surface of unimproved top of banks

and some mowing to have access to the trails in their right-of-way; discussions and final terms for use of all of the irrigation districts right-of-way will be done. In response to Commissioner Pedraza, as improvements begin precautionary measures will be done but some areas will be as is until improved as funding becomes available.

Commissioner Pedraza seconded by Commissioner Rodriguez moved to approve an Interlocal Agreement between Hidalgo and Cameron Counties Irrigation District No. 9 and City of Weslaco for hike and bike trails as presented. The motion carried; Commissioner Kerr abstained; Mayor Pro Tem Muñoz was present and voting.

C. Discussion and consideration on realignment of drainage ditch at Mayor Pablo Pena City Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Commissioner Kerr seconded by Commissioner Pedraza moved to discuss.

Omar Rodriguez stated Phase III of drainage improvements calls for a regional detention facility (RDF) at Mayor Pablo Pena Park; funding approved for phase one of the project and is under design; went over project location and the alternate plan to realign the ditch from the north boundary of the park to go through the park; will allow the neighborhoods north to connect to the park. Staff met with the Irrigation Districts with no objection so long as there is an equal right-of-way with the new alignment. Staff recommended approval on realignment of the drainage ditch and to authorize the Mayor execute a memorandum of understanding establishing the new right-of-way once the realignment is completed.

Mayor Pro Tem Muñoz questioned if this would compromise any park property and is the cost more to realign. Staff stated the alternate realignment would have more usable space; the current design would lose park space and could not confirm if cost would be more.

In response to Commissioner Lopez, the neighborhoods south of the park would have the same accessibility as the north side as the park design proposes to extend and widen existing land mass and trails.

Mayor Pro Tem Muñoz recommended to table requesting cost information be presented for the alternate realignment. Andrew Munoz, Asst. City Manager, stated the item for action was to approve the realignment, then establish ownership of easements and right-of-way with the irrigation districts by an agreement. Any design changes can be done such as land crossings for accessibility from the south side to north side. Staff would bring back to the commission cost information to the proposed alternate plan to realign the drain ditch.

Commissioner Lopez seconded by Commissioner Pedraza moved to table. The motion carried unanimously; Mayor Pro Tem Muñoz was present and voting.

D. Discussion and consideration on the submission of a proposal to the Community Project Funding Request to Congressman Vicente Gonzalez in the amount of \$1,120,630 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Joel Rivera, Police Chief, stated law enforcement agencies met with Congressman Vicente Gonzalez that stated funding was available for regional projects and encouraged submission of a proposal to the Community Project Funding. Staff recommended approval to submit a proposal in the amount \$1,120,630 for review of possible grant awards that would support network services regionally such as fostering smaller law enforcement agencies to locate and operate in the city's Mid-Valley Regional Communications Center giving them the tools to better communicate and respond to their communities.

Commissioner Pedraza seconded by Commissioner Kerr moved to approve submission of a proposal to the Community Project Funding Request to Congressman Vicente Gonzalez in the amount of \$1,120,630 as presented. The motion carried unanimously; Mayor Pro Tem Muñoz was present and voting.

Commissioner Rodriguez excused himself from the regular meeting at 6:30pm.

E. Discussion and consideration on Inter-local Agreement between the City of Edcouch and City of Weslaco for lease space at 1912 Joe Stephens for the use, maintenance and operation of the Mid-Valley Regional Communications Corporation (Center) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Joel Rivera recommended approval on the interlocal agreement that allows the City of Edcouch to use the city's software database Tyler Technologies New World Computer Aided Dispatch (CAD) and Records Management System RMS" at a cost of \$5,000 for law enforcement dispatch service at the Mid-Valley Regional Communications Center. Chief stated another interlocal will be needed for lease space should City of Edcouch wish to locate at 1912 Joe Stephens on a more permanent basis with a rent base of \$500 monthly with an additional \$206 for annual maintenance.

Commissioner Kerr seconded by Commissioner Lopez moved to approve on Interlocal Agreement between the City of Edcouch and City of Weslaco for lease space at 1912 Joe Stephens for use, maintenance and operation of Mid-Valley Regional Communications Corporation Center as presented. The motion carried unanimously; Mayor Pro Tem Muñoz was present and voting.

F. Discussion and consideration to award RFB No. 2020-21-12 for a New 4x4 Backhoe Loader to the lowest and most advantageous bidder Doggett Heavy Machinery, in an amount not to exceed \$89,651 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from discussion and vote.

David Arce, Deputy Public Works Director, stated three bids were received and evaluated. Doggett Heavy Machinery was lowest respondent in the amount of \$89,651 with one-year warranty; unit meets all specs and requested extended warranty to be purchased for \$2,151 for 60 month/ 5000 hours. Staff recommended approval with extended warranty to Doggett Heavy Machinery.

Commissioner Pedraza voiced concern on delivery time being 90-120 days and asked if anything else available. David Arce stated he spoke with the vendors and Doggett Heavy Equipment could have delivery within 45 days and Holt Colt within one week but the pallet fork attachment feature would not be available; the specifications requested the pallet fork and all bids submitted included cost of the attachment and questioned the City Attorney if they could deviate from bid specifications and award without feature at a cost of \$90,250 and available. The City Attorney stated staff could award to a Buyboard vendor with commission approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to reject all bids and award through a buy board vendor not to exceed \$90,250 as presented. The motion carried; Commissioner Farias abstained; Mayor Pro Tem Muñoz was present and voting.

G. Discussion and consideration to award the purchase of Four (4) Pickup Trucks RFB No. 2020-21-14 to the most advantageous bidder(s) Caldwell Country Chevrolet (\$34,775), GUNN Buick GMC LTD (\$86,894), Boggus Ford (\$30,784), and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce stated bids were received and recommended to award lowest bid of the ½ Ton Crew Cab, Diesel to Caldwell Country Chevrolet in the amount of \$34,775; award ½ Ton, Ext. Cab Diesel, to Gunn Buick, GMC LTD in the amount of \$37,104; award ½ Ton, 4x4, Crew Cab to Boggus Motor Co. in the amount of \$30,784 and award ¾ Ton, 4x4, Extended Cab, Diesel to Gunn GMC LTD second lowest bid in the amount of \$49,790 based on higher performance of said vehicle.

Commissioner Pedraza seconded by Commissioner Lopez moved to award Caldwell Country Chevrolet \$34,775, GUNN Buick GMC LTD \$89,894 (two vehicles) and Boggus Ford \$30,784 as presented. The motion carried unanimously; Mayor Pro Tem Muñoz was present and voting.

H. Discussion and consideration to reject bids received under RFB 2020-21-11 and authorize staff to rebid for the purchase of a Low Boy Trailer and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce stated commission approval on April 20, 2021 awarded NEXA Trailer for the purchase of a low boy trailer in the amount of \$57,844. Staff recommended to reject bids and re-bid as there could be a cost savings of over \$10,000 by rebidding.

Commissioner Pedraza second by Commissioner Lopez moved to reject bids received under RFB 2020-21-11 and authorize staff to rebid for purchase of Low Boy Trailer as presented. The motion carried unanimously; Mayor Pro Tem Muñoz was present and voting.

I. Discussion and consideration to approve an Amendment to the Municipal Materials Management Agreement with BFI dba Republic Services of Rio Grande Valley contingent to add a venue clause and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Pedraza seconded by Commissioner Lopez moved to approve.

David Arce stated an agreement was approved that would allow Republic Services to pick up city owned residential containers; legal for Republic Services made changes and City Attorney recommended commission approve the amendments. The City Attorney noted approval subject to venue clause to be Hidalgo County.

Commissioner Pedraza rescinded the motion.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve an Amendment to the Municipal Materials Management Agreement with BFI dba Republic Services of Rio Grande Valley subject to venue clause added to be Hidalgo County as presented. Motion carried unanimously; Mayor Pro Tem Muñoz was present and voting.

J. Discussion and consideration to authorize staff to install speed humps at varies locations and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce went over locations for the installation of speed humps in Las Brisas Subdivision, Republic and Piasano Street.

Commissioner Farias requested speed hump at Pena Street.

Commissioner Farias seconded by Commissioner Lopez moved to authorize staff to install speed humps at Las Brisas Subdivision, Republic Street, Piasano and Peña Street as presented. Motion carried unanimously; Mayor Pro Tem Muñoz was present and voting.

K. Discussion and consideration on agreement with Texas Parks and Wildlife for access into Estero Llano Grande for proposed Pleasantview drainage improvements at the FM 1015 crossing and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana, City Engineer, stated the agreement allows right of entry to the contractor and city to the ditch located in the Estero Llano Grande Park in order to proceed with the proposed Pleasantview Drainage Improvements beginning at the FM1015 and Mile 5 N. Road crossing. Staff recommended approval stating the agreement is in effect for one year or until superseded by an easement.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve agreement with Texas Parks and Wildlife for access into Estero Llano Grande for proposed Plesantview drainage improvements at the FM 1015 crossing as presented. Motion carried unanimously; Mayor Pro Tem Muñoz was present and voting.

VII. EXECUTIVE SESSION

At 6:55 p.m. Commissioner Pedraza seconded by Commissioner Farias moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Pro Tem Muñoz was present and voting.

At 7:31 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Personnel - Discussion regarding the Professional Services Agreement for Municipal Court Judge Samuel V. Sanchez as authorized by section §551.074 of the Texas Government Code.

No action.

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

No action.

D. Legal Consultation - Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.

No action.

E. Legal Consultation - Consultation with City Attorney regarding litigation styled *Ruben Cantu v City of Weslaco, Texas et al; Cause No. 7:21-cv-155* as authorized by section §551.071 of the Texas Government Code.

No action.

F. Economic Development - Consultation with City Attorney regarding financial offer or other incentives for Project Z & L as authorized by section §551.087 of the Texas Government Code.

No action.

G. Economic Development - Consultation with City Attorney regarding financial offer or other incentives for Project Falcon as authorized by section §551.087 of the Texas Government Code.

No action.

H. Economic Development - Consultation with City Attorney regarding financial options for Project Green Light as authorized by section §551.087 of the Texas Government Code.

No action.

IX. ADJOURNMENT

Commissioner Kerr seconded by Commissioner Pedraza moved to adjourn the meeting of May 4, 2021 at 7:32 p.m. The motion carried unanimously; Mayor Pro Tem Muñoz was present and voting.

CITY OF WESLACO

MAYOR PRO TEM, Leo Muñoz

ATTEST:

Norma A. Cantu, CITY SECRETARY



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
MAY 18, 2021**

On Tuesday, May 18, 2021, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	Leo Muñoz
	Commissioner	Greg Kerr
	Commissioner	Adrian Farias
	Commissioner	Josh Pedraza
	Commissioner	Letty Lopez
	Commissioner	J.P. Rodriguez

ABSENT: None.

STAFF PRESENT:	Mike R. Perez	City Manager
	Andrew Muñoz	Asst. City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez	City Attorney

Also present: Vidal Roman, Finance Director, Antonio "Tony" Lopez, Fire Chief, Juan Salas, IT Department, Omar Rodriguez, Parks & Recreation Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Albert Aldana, City Engineer, Martin Vela, IT Director, David Arce, Deputy Public Works Director, George Quilantan, Inframark and Aida Vega, Deputy City Secretary.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, May 14, 2021.

B. Invocation.

Pastor Timothy Aguiar, Open Door Baptist Church led in the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None.

E. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting at the time of roll call the absence of Commissioner Farias and a quorum present.

II. PUBLIC COMMENTS

None.

III. PUBLIC HEARING

Commissioner Kerr, seconded by Commissioner Pedraza moved to open the public hearing at 5:37 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Jorge Guajardo to approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit, Food and Beverage certificate and Mixed Beverage Restaurant Permit with FB at 303 S. Texas, also being the N ½ Lot 23 & all of Lot 24, Block 26, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.

None.

B. To solicit input on behalf of Ezequiel Reyna to approve a Conditional Use Permit to obtain on-premise alcohol permit at 812 W. Interstate 2, also being lot 2, Re-plat Lot#1 Reyna Office Park Unit #1, Weslaco, Hidalgo County, Texas.

None.

C. To solicit input on behalf of D&I Restaurants LLC to approve a Conditional Use Permit to obtain a mixed beverage restaurant permit with FB at 2445 N. International Blvd Ste. 4 & 5, also being Lot 2, J. Valderas Subdivision, Weslaco, Hidalgo County, Texas.

None.

D. To solicit input on behalf of Ruben Salinas to approve a Conditional Use Permit to obtain an On Premise Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage Cartage Permit at 2901 W Business 83 also being the W1.77acres an Irrigation S881.60'-E179.15', Farm Tract 626, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

None.

E. To solicit input on behalf of Melden & Hunt, Inc to rezone 1108 W Pike Blvd. Also being 0.55-acre tract of land out of, farm Tract 3, West & Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartment District to B-2 Secondary and Highway Business District.

None.

Commissioner Pedraza, seconded by Mayor Pro Tem Muñoz moved to close the public hearing at 5:38 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

IV. CONSENT AGENDA

The following items are 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 on second and final reading of the following:

1) Approval on Ordinance 2021-15 authorizing the issuance of "City of Weslaco Certificates of Obligation, Series 2021"; entering into a certificate of obligation purchase agreement and a paying agent/registrar agreement; and approving all matters related thereto and authorize the Mayor to execute any related documents. (First reading held May 4, 2021 staffed by Finance Department.)

B. Approval on amendments and extension from May 7, 2021 to June 7, 2021 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. (Staff by City Manager.)

C. Approval to authorize staff to solicit sealed bids to purchase commercial garbage bins and authorize Mayor to execute any related documents. (Staffed by Public Works Department.)

Mayor Pro Tem Muñoz seconded by Commissioner Pedraza moved to approve consent agenda A, B, and C, as presented. The motion carried with unanimously; Mayor Suarez was present and voting.

V. OLD BUSINESS

A. Re-consideration to award RFB No. 2020-21-12 for a New 4x4 Backhoe Loader to the most advantageous bidder Doggett Heavy Machinery, in an amount not to exceed \$89,651 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Mike R. Perez, City Manager, stated the item presented at the last meeting was unclear on the selection of the vendor and for that reason brought back for clarification. The recommendation is to award the lowest responsive bid to Doggett Heavy Machinery stating the vendor has a loaner he will provide until delivery of the equipment in mid-August as this was a concern of the commission.

Mayor Pro Tem Muñoz seconded by Commissioner Kerr moved to award RFB No. 2020-21-12 for a new 4x4 Backhoe Loader to Doggett Heavy Machinery in the amount not to exceed \$89,651 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration amending Inter-local Agreements between the City of Edcouch and City of Weslaco for lease space at 1912 Joe Stephens for the use, maintenance and operation of the Mid-Valley Regional Communications Corporation (Center) and for the use, maintenance, and operation of Tyler Technologies New World Computer Aided Dispatch (CAD) and Records Management System (RMS) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Joel Rivera, Chief of Police, recommended approval stating content had been amended

Commissioner Rodriguez seconded by Commissioner Pedraza moved to amend Interlocal Agreement between City of Edcouch and City of Weslaco for lease space at 1912 Joe Stephens for Mid-Valley Regional Communications Corporation (Center) as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration to award RFB No.: 2020-21-11 to NEXA Trailers to purchase a lowboy trailer in an amount not to exceed \$43,483 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce, Deputy Public Works Director, stated commission action approved to re-bid; five bids were received and staff recommended to award NEXA Trailer bid in the amount of \$43,483; delivery in three weeks and no trade in value and offers a savings of \$14,362.

Commissioner Pedraza seconded by Commissioner Lopez moved to award RFB No. 2020-21-11 to NEXA Trailers for purchase of lowboy trailer in an amount not to exceed \$43,483 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to approve brush collection service with Rod'z Lawn Care for three (3) weeks in the amount not to exceed \$24,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Pedraza seconded by Commissioner Lopez moved to approve.

David Arce stated the city has been using Rod'z Lawn Care to assist with the hauling of brush using two additional grapple trucks for a three-week period. Staff recommended to continue with Rod'z Lawn Care for an additional three weeks for an amount not to exceed \$24,000 stating recent weather event on May 12th will cause delays to the routes stating the additional trucks averages five loads a day per truck on top what the city is collecting.

Mayor Pro Tem Muñoz recommended to extend for a six-week period to avoid disruption and continuously have five trucks hauling brush.

Commissioner Pedraza rescinded the original motion.

Commissioner Pedraza seconded by Mayor Pro Tem Muñoz moved to approve brush collection service with Rod'z Lawn Care for six weeks in an amount not to exceed \$48,000 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Jorge Guajardo to approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit, Food and Beverage certificate and Mixed Beverage Restaurant Permit with FB at 303 S. Texas, also being the N ½ Lot 23 & all of Lot 24, Block 26, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Director of Planning and Code Enforcement, stated twenty-one property owners notified with no objection received; previously the old Pecker's Bar & Grill and will now be Oak Texas Bar & Grill LLC; applicant intends to expand the bar entirely in the building and if done a sprinkler system will be required. The Planning and Zoning Commission recommended approval with condition that one licensed security guard is on duty between the hours of 10:00 p.m. and 2:00 a.m. and that life and safety requirements are met. Staff recommended approval.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to approve Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit, Food and Beverage certificate and Mixed Beverage Restaurant Permit with FB at 303 S. Texas conditional to one licensed security guard on duty between the hours of 10:00 p.m. and 2:00 a.m. as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration after public hearing on behalf of Ezequiel Reyna to approve a Conditional Use Permit to obtain on-premise alcohol permit at 812 W. Interstate 2, also being lot 2, Re-plat Lot#1 Reyna Office Park Unit #1, Weslaco, Hidalgo County, Texas. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated five property owners notified with no objection received; location has recently changed ownership from Bar-B-Cutie's to Reyna's Bar-B-Que requiring the issuance of a new Conditional Use Permit and Alcohol Permit. The Planning and Zoning Commission and staff recommended approval.

Commissioner Pedraza, seconded by Commissioner Lopez moved to approve Conditional Use Permit to obtain on-premise alcohol permit at 812 W. Interstate 2 being lot 2, re-plat Lot #1 Reyna Office Park Unit #1 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration after public hearing on behalf of D&I Restaurants LLC to approve a Conditional Use Permit to obtain a Mixed Beverage restaurant permit with FB at 2445 N. International Blvd Ste. 4&5, also being Lot 2, J. Valderas Subdivision, Weslaco, Hidalgo County, and Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated five property owners notified with no objection received; applicant proposes to obtain a mixed beverage permit with food beverage permit at the proposed El Malecon restaurant serving a 90% to 10% food to alcohol ratio. The Planning and Zoning Commission and staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Conditional Use Permit to obtain a Mixed Beverage restaurant permit with FB at 2445 N. International Blvd. Ste. 4&5 being Lot 2, J. Valderas Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration after public hearing on behalf of Ruben Salinas to approve a Conditional Use Permit to obtain an on Premise Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage Cartage Permit at 2901 W Business 83 also being the W1.77 acres an Irrigation S881.60'-E179.15', Farm Tract 626, West Tract Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated thirteen property owners notified with no objection received; location is the existing Brew & Cues Bar & Grill that has new management. The Planning and Zoning Commission recommended approval with the condition that two licensed security guards on duty during all hours of operation. Staff recommended approval.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve Conditional Use Permit to obtain on-premise Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage Cartage Permit at 2901 W. Business 83 with the condition that two licensed security guard is on duty during all hours of operation. as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration after public hearing on behalf of Melden & Hunt, Inc on Ordinance 2021-17 to rezone 1108 W Pike Blvd. Also being 0.55 acre tract of land out of, farm Tract 3, West & Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-2 Duplex and apartment district to B-2 secondary and highway business district. and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-17. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated nineteen property owners were notified with no objection received; applicant proposes commercial development use and conforms to the 2040 Land Use Map and

surrounding area. The Planning and Zoning Commission and staff recommended approval based on compatible use to the area.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Ordinance 2021-17 rezone 1108 W. Pike Blvd. being 0.55-acre tract of land out of farm Tract 3, West & Adams Tract Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to approve the Final Plat for District North Weslaco Subdivision– being 39.97 acres out of Farm Tract 190, BLK 160, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on westside of Pleasant View Drive, 1320' North Mile 5 North Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed fifty-nine (59) lot subdivision outside city limits; serviced with water by the North Alamo Water Supply and sanitary sewer through on-site sewage facility (OSSF); developer requested a variance on setback to allow for OSSF and a variance to permit off-site drainage; received a letter of support from drainage district for off-site drainage. The Planning and Zoning Commission recommended approval with variances. Staff recommended approval with compliance of the ordinance(s) on the variances.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Final Plat for District North Weslaco Subdivision being 39.97 acres out of Farm Tract 190, Blk 160 West Tract Subdivision with variances as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to approve the Final Plat for Bridge Crossing Ph II– being a re-subdivision of 16.273 acres being part or portion out of farm tract 744, The West And Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 1370 ft east of the intersection of 18th St & Mile 5 ½. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a sixty-four (64) lot subdivision inside city limits; serviced with water and sewer by the city. The Planning and Zoning Commission and staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Final Plat for Bridge Crossing Ph II being re-subdivision of 16.273 acres being part or portion out of farm tract 744 West and Adams Tract Subdivision as presented. Motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration to approve the Final Plat for Domain Subdivision– being 1 acre out of Farm Tract 686, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located at 701 E. 16th St. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed twenty (20) lot subdivision inside city limits; serviced with water and sewer by the city. The Planning and Zoning Commission and staff recommended approval.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve Final Plat for Domain Subdivision being 1 acre out of Farm Tract 686 West and Adams Tract Subdivision as presented. Motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration to approve the Final Plat for Stone Oaks Subdivision– being 35.20 acres tract of land being the north 757.95 feet of Farm Tract 221, West Tract Subdivision, Weslaco, Hidalgo County, Texas located at the southwest corner of Mile 11 North and Mile 6 1/2 West and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed fifty-four (54) lot subdivision; outside the city limits; serviced with water by the North Alamo Water Supply and sewer by on-site sewage facility; developer requested a variance for on-site sewage facility and for off-site drainage receiving a letter of support from drainage district. The Planning and Zoning Commission recommended approval with variances. Staff recommended approval with compliance of the ordinances.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to approve Final Plat for Stone Oaks Subdivision being 35.20 acres tract of land being north 757.95 ft of Farm Tract 221 West Tract Subdivision with variances as presented. Motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration to approve the Final Plat for Greener Pastures Mobile Home Subdivision PH II– being 3.94 acre tract of land out of Lot 82,133,134,135 and 136, Greener Pastures Mobile Home Subdivision, Weslaco, Hidalgo County, Texas located on Main Gate Drive and Corral Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this is a proposed fourteen lot (14) mobile home subdivision outside the City limits; serviced with water and sewer by the city; developer requested a variance for side and front setbacks and to the existing cul-da-sac that does not meet the Fire Code's required turning radius: developer will need to enter into a development agreement to grant the City permission to oversee the construction of the utility lines and required plumbing permits to connect to City services. The Planning and Zoning Commission recommended approval with variances. Staff recommended approval with compliance of the ordinances.

Commissioner Pedraza seconded by Mayor Pro Tem Muñoz moved to approve Final Plat for Greener Pastures Mobile Home Subdivision Ph II being 3.94-acre tract of land out of Lot 82, 133, 134, 135 and 136 Greener Pastures Mobile Home Subdivision with variances as presented. Motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to approve the Final Plat for Vaquero Estates Phase V– being a re-subdivision of 86.961 acres being all of farm tract 1072 out of Farm Tract 1065, 1066 & 1071, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on FM 1015 & Mile 11 North and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed two hundred seventy-four (274) lot subdivision outside the city; being serviced with water and sewer from North Alamo Water Supply; applicant requested a variance for off-site drainage receiving letters of support from the Drainage and Irrigation Districts; development lies within the city's Sanitary Sewer CCN requiring an interlocal agreement between developer, City and NAWSC for sewer connections. The Planning and Zoning Commission recommended approval with variance. Staff recommended approval with compliance of the ordinances

Commissioner Kerr seconded by Commissioner Lopez moved to approve Final Plat for Vaquero Estates Phase V being a re-subdivision of 86.961 acres being all of farm tract 1072 out of Farm Tract 1065, 1066 & 1071 West and Adams Tract Subdivision with variance as presented. Motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration to approve the variance request to Section 26-38(a) for Pike District Subdivision– being 36.052 acres out of Farm Tract 163, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located at the southeast corner of W. Pike Blvd and Milanos Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Commissioner Pedraza seconded by Commissioner Lopez moved to approve.

Rebekah de la Fuente stated Pike District was approved on March 16, 2021; a plat note stipulated exterior perimeter sidewalks required; developer requested a variance to the approved subdivision plat note. The Planning and Zoning Commission recommended denial as this subdivision is located on the intersection of Milanos and Pike Blvd and the construction of the exterior perimeter sidewalk will allow homeowners a safe and accessible route to the commercial establishments and restaurants in the area. Staff recommended compliance with the ordinance.

Mayor Suarez called the question on the original motion. Motion failed unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration to approve Ordinance 2021-16 for the Voluntary Annexation of West and Adams Tract Subdivision – being a 4.73 acre tract of land out of Farm Tract 1046, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located adjacent to and east of Spanish Oak Dr and Shady Grove Trail and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-16. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this is a proposed seventeen (17) lot subdivision outside the city; development will be provided with water and sanitary sewer by the City. The Planning and Zoning Commission and staff recommended approval of the voluntary annexation.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Ordinance 2021-16 for Voluntary Annexation of West and Adams Tract Subdivision being 4.73-acre tract of land out of Farm Tract 1046 West and Adams Subdivision as presented. Motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion and consideration of Change Order #1 Gignac Architects for Sports Field lighting at Judge Gilberto Garza Park and authorize Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Omar Rodriguez, Parks and Recreation Director, stated discussions from workshop meeting on March 27th was lights for the soccer fields at the Judge Gilbert Garza Park; Gignac Architects submitted proposal for the additional architectural and engineering not to exceed \$21,000 or 8.25% of the cost of the work whichever is less; recommendation is to have the current contractor (Celso) bring the required power supply and distribution point only and bid out for the construction of the lighting system (Musco Lighting System). Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Rodriguez moved to approve Change Order #1 Gignac Architects for Sports Field lighting at Judge Gilberto Garza Park as presented. Motion carried unanimously; Mayor Suarez was present and voting.

Q. Discussion and consideration to declare surplus and removal of the Soccer Field Lighting equipment at Mayor Pablo Pena City Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Omar Rodriguez stated the lighting equipment at Mayor Pablo Pena Park (soccer fields) will need to be removed because of the construction of the regional detention facility. Staff recommended to declare the lighting equipment as surplus and approve the removal of said equipment.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve to declare surplus and removal of the Soccer Field Lighting equipment at Mayor Pablo Pena City Park as presented. Motion carried unanimously; Mayor Suarez was present and voting.

R. Discussion and consideration to award a Contract for the Water Spray Splash Pad Request for Proposal No.: 2020-21-17 to be installed at Judge Gilbert Garza Park in an amount not to exceed \$220,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Omar Rodriguez stated five proposals were received; staff merited the proposals on a scoring matrix taking into consideration firm's response and understanding of the project, qualifications/experience/references, adherence to City's specifications and requirements, originality and creativity in design proposal and proposed Cost. The Parks and Recreation Board and staff recommended to award Vortex that ranked #1.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to award Vortex for Water Spray Splash Pad Request for Proposal No. 2020-21-17 to be installed at Judge Gilbert Garza Park in an amount not to exceed \$220,000 as presented. Motion carried unanimously; Mayor Suarez was present and voting.

S. Discussion and consideration to award Bid RFB No.: 2020-21-16 CHRISTMAS WREATHS AND SKYLINE DÉCOR to Arnette Marketing as the most advantageous respondent in the amount of \$48,215 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Omar Rodriguez recommended approval to award Arnette Marketing for the purchase of new wreaths that will replace aging wreaths; new wreaths will be placed on 144 poles located from Pike Boulevard to 6th Street and recommended to purchase an additional lighted garland for Texas Blvd.

Commissioner Kerr seconded by Commissioner Lopez moved to award bid RFB No. 2020-21-16 Christmas Wreaths and Skyline Décor to Arnette Marketing in the amount of \$48,215 as presented. Motion carried unanimously; Mayor Suarez was present and voting.

T. Discussion and consideration to approve an Interlocal Agreement with the Lower Rio Grande Valley Development Council for the implementation of a Regional Bikeshare Program, fund the RGV BCycle project with an initial cost of \$62,916 with annual recurring cost of \$7,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Omar Rodriguez stated the development council received a pass-through grant from the Texas Department of Transportation and Federal Highway Administration that is a reimbursement-based grant; financial commitment from the City for the project is an initial cost of \$62,916 for two RGV BCycle stations of which the city will be reimbursed of \$43,500 and thereafter an annual recurring cost of \$7,000; a pro-rata contribution for the environmental survey and engineering, applicable state direct costs, and assumes the costs of constructing the concrete pad and electrical configuration needed for the installation of the BCycle Station and Kiosk for all participating cities will be determined.

Commissioner Lopez seconded by Mayor Pro Tem Muñoz moved to approve Interlocal Agreement with Lower Rio Grande Valley Development Council for the implementation of a Regional Bikeshare Program, fund the RGV BCycle project with initial cost of \$62,916 with annual recurring cost of \$7,000 as presented. Motioned carried unanimously; Mayor was present and voting.

U. Discussion and consideration approving an Interlocal Agreement with Lower Rio Grande Valley Development Council regarding the development and creation of the Hidalgo County Active Transportation and Tourism Master Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Omar Rodriguez stated the interlocal supports the development and creation of the Hidalgo County Active Transportation and Tourism Master Plan; recognizes the Lower Rio Grande Valley Development Council will be the administrator and project manager; total project cost is \$264,000 with city's share to be \$12,247.95 of which \$6,889.47 will be reimbursed. Staff recommended approval as the goal is to create a seamless, comprehensive hike and bike trail network in the Rio Grande Valley.

Commissioner Lopez seconded by Mayor Pro Tem Muñoz moved to approve Interlocal Agreement with Lower Rio Grande Valley Development Council for development and creation of the Hidalgo County Active Transportation and Tourism Master Plan as presented. Motioned carried unanimously; Mayor was present and voting.

V. Discussion and consideration on Resolution 2021-33 providing a financial commitment to the Hidalgo County Active Transportation and Tourism Plan Project in the amount of \$12,248 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Omar Rodriguez stated the Resolution commits to the local match for the project as approved in the previous action item and is a requirement of the grant process. Staff recommended approval.

Commissioner Rodriguez seconded by Commissioner Pedraza moved to approve Resolution 2021-33 providing financial commitment to Hidalgo County Active Transportation and Tourism Plan project in the amount of \$12,248 as presented. Motioned carried unanimously; Mayor was present and voting.

W. Discussion and consideration of proposed change order #6 for the Pleasantview & 11th St Drainage Improvements Project in the amount of \$21,000 and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana, City Engineer, stated the change order was necessary because existing valves located at 18th Street and Pleasantview could not be shut down by Public Works; installation of new valves was done to avoid any delay to the project. Staff recommended approval of the change order is for \$21,000.

In response to Mayor Pro Tem Muñoz, City Engineer stated work included the installation of two 12" gate valves and one 8" gate valve at the Pleasantview & 18th St crossings and monies; cost was negotiated and Project Engineer SWG recommended approval and monies available in the contingency fund.

Commissioner Lopez seconded by Commissioner Rodriguez moved to approve change order #6 for Pleasantview & 11th St Drainage Improvements Project in the amount of \$21,000 as presented. Motion carried unanimously; Mayor was present and voting.

X. Discussion and consideration of proposed change order #7 for the Pleasantview & 11th St Drainage Improvements Project in the amount of \$16,500 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana stated the change order would have the installation of 240 ft of 18" reinforced concrete pipe (rcp) by doing this it will reroute water from an existing storm line that discharges to Pleasantview Dr to drain into the city's drainage system and possibly to the regional detention facility. Staff recommended approval.

Commissioner Lopez seconded by Mayor Pro Tem Muñoz moved to approve change order #7 for Pleasantview & 11th St Drainage Improvements Project in the amount of \$16,500 as presented. Motion carried unanimously; Mayor was present and voting.

Y. Discussion and consideration of proposed change order #8 for the Pleasantview & 11th St. Drainage Project in the amount of \$31,000 and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana stated scope of work would connect Weslaco East High School Drainage Detention to drain into the two 4'x 8' boxes being installed by the city drainage improvements being done and will allow for a small portion of paving improvements between 10th Street to the southernly limits of school property. Staff recommended approval.

In response to Mayor Pro Tem Muñoz, City Engineer stated currently water from school property drains southernly to a swell that does not drain anywhere; change order will allow for the water from the swell and will assist the neighborhood to the West to drain into the RDF.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to approve change order #8 for Pleasantview & 11th St Drainage Improvements Project in the amount of \$31,000 as presented. Motion carried unanimously; Mayor was present and voting.

Z. Discussion and consideration of a Water Utility Reimbursement Agreement for Milanos Estates PH I located on Milanos Rd south of 18th Street and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana stated developer of the Milanos Estates Subdivision will upgrade the proposed offsite 10" sanitary sewer line from Lift Station 37 to a 12" sewer line; will allow for future development to the north the capability to connect to the sewer line; agreement approves reimbursement to the developer for connecting to their sewer line. Staff recommended approval.

Commissioner Lopez seconded by Mayor Pro Tem Muñoz moved to approve a Water Utility Reimbursement Agreement for Milanos Estates PH I located on Milanos Rd south of 18th St as presented. Motion carried unanimously; Mayor Suarez was present and voting.

VII. EXECUTIVE SESSION

Commissioner Farias in attendance.

At 6:31 p.m. Mayor Pro Tem Muñoz seconded by Commissioner Pedraza moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:22 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Personnel - Discussion regarding the Professional Services Agreement for Municipal Court Judge Samuel V. Sanchez as authorized by section §551.074 of the Texas Government Code.

No action.

C. Contract Negotiations - Discussion with the City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by section §551.071 of the Texas Government Code.

Commissioner Rodriguez abstained from discussion.

No action.

D. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property located on Dragon Fly Street as authorized by section §551.072 of the Texas Government Code.

No action.

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

No action.

F. Legal Consultation - Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.

No action.

G. Legal Consultation - seek City Attorney relating to a Conditional Use Permit for a bar located 2307 W. Expressway as authorized by section §551.071 of the Texas Government Code.

No action.

H. Legal Consultation - Consultation with City Attorney regarding litigation styled Ruben Cantu v City of Weslaco, Texas et al; Cause No. 7:21-cv-155 as authorized by section §551.071 of the Texas Government Code.

Commissioner Rodriguez abstained from discussion.

No action.

I. Economic Development - Consultation with City Attorney regarding financial offer or other incentives for Project Z & L as authorized by section §551.087 of the Texas Government Code.

No action.

J. Economic Development - Consultation with City Attorney regarding financial offer or other incentives for Project Falcon as authorized by section §551.087 of the Texas Government Code.

Commissioner Kerr abstained from discussion and vote.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve a revised financial offer and incentives for Project Falcon as discussed in executive session. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and voting.

K. Economic Development - Consultation with City Attorney regarding financial options for Project Green Light as authorized by section §551.087 of the Texas Government Code.

Commissioner Kerr abstained from discussion and vote.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve a financial loan with Texas Regional Bank with a 2.95% interest rate for Project Green Light as discussed in executive session. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and vote.

IX. ADJOURNMENT

Commissioner Pedraza seconded by Commissioner Kerr moved to adjourn the meeting of May 18, 2021 at 8:23 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Norma A. Cantu, CITY SECRETARY



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4248	
From: REBEKAH DE LA FUENTE			
Subject: Approval on Ordinance 2021-16 for the Voluntary Annexation of West and Adams Tract Subdivision – being a 4.73 acre tract of land out of Farm Tract 1046, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located adjacent to and east of Spanish Oak Dr and Shady Grove Trail and authorize the Mayor to execute any related documents. (First reading held May 18, 2021; staffed by Planning & Code Enforcement Department.)			
Background: The proposed seventeen (17) lot subdivision is located just outside the City of Weslaco city limits at the dead-end of Spanish Oak drive and Shady Grove Trail. The location will be provided with water and sanitary sewer lines by the City of Weslaco.			
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): The Planning and Zoning Commission recommended approval of the voluntary annexation at their regular meeting of May 5, 2021			
ADELAIDA VEGA REBEKAH DE LA FUENTE Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Voluntary Annexation- Pecan Grove Phase III- Memo, Voluntary Annexation- Pecan Grove Phase III- attachments, Voluntary Annexation- Aerial, O2021-16 voluntary annexation 4.73ac			

Responsibilities upon Approval: Staff will advise the applicant

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Voluntary Annexation- Pecan Grove Phase III

DATE: May 12, 2021

The proposed seventeen (17) lot subdivision is located just outside the City of Weslaco city limits at the dead-end of Spanish Oak drive and Shady Grove Trail, which will be Pecan Grove Phase III. The location will be provided with water and sanitary sewer lines by the City of Weslaco. This annexation will be contiguous to the current city limits.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR VOLUNTARY ANNEXATION

ANNX-000046-2021

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. _____

GENERAL INFORMATION

Name of Subdivision: WEST AND ADAMS TRACT SUBD.

Location: ADJ. TO AND EAST OF SPANISH OAK DR. AND

Legal Description: 4.73 AC. 0/0 F.T. 1044, SHADY GROVE.

WEST AND ADAMS TRACT SUBD. 12. C.T. TRAIL

_____ Petition for annexation signed and notarized by property owners. VOL. 2, PGS 34-37

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

_____ Survey and metes and bounds.

_____ City and school tax receipts attached.

OWNER INFORMATION

Owner's Name: RGV DEVELOPERS, LLC Telephone: _____

Address: 321 NOLANA AVE., STE. 8 Fax: _____

City: MCALLEN State: TX Zip: 78504 E-mail: JORGE.FERRETIS@OUTLOOK.COM

ENGINEER INFORMATION

Name: DAVID D. SALINAS Telephone: 956-682-9081

Address: 2221 DAFFODIL AVE. Fax: 956-686-1489

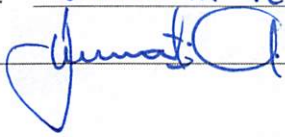
City: MCALLEN State: TX Zip: 78501 E-mail: dsalinas@salinaseng.com

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: JORGE M FERRETIS

Owner Signature:  Date: _____

_____ is the authorized agent

Authorized Agent Signature: _____ Date: _____

Authorized Agent Printed Name: _____

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____

Staff Review Date: _____

P & Z Commission Approval: _____

City Commission Approval on First Reading: _____

City Commission Approval on Final Reading: _____

TAX CERTIFICATE



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

Issued To:

RGLO PROPERTIES LP
1100 S CYNTHIA ST
MCALLEN, TX 78501-1100

Legal Description

ADAMS TRACT AN IRR TR FT 1046
E1342.46'- N684.92' 17.98AC

Parcel Address: MILE 8 NORTH

Legal Acres: 17.9800

Account Number: A0800-00-000-1046-00

Deposit No.: ED2109163TC

Certificate No: 243560660

Certificate Fee: \$10.00

CASH

Print Date: 04/01/2021 02:39:23 PM

Paid Date: 04/01/2021

Issue Date: 04/01/2021

Operator ID: ANTONIO63

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2020. ALL TAXES ARE PAID IN FULL

Exemptions:

Certified Owner:

RGLO PROPERTIES LP
1100 S CYNTHIA ST
MCALLEN, TX 78501-1100

Certified Tax Unit(s):

1 HIDALGO COUNTY
2 DRAINAGE DIST #1
3 EMS DIST #1
53 WESLACO ISD
54 SOUTH TEXAS ISD
55 SOUTH TEXAS COLLEGE

2020 Value:	287,680
2020 Levy:	\$5,572.65
2020 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

PROPERTY OMITTED FROM THE APPRAISAL ROLL AS DESCRIBED UNDER TAX ROLL SECTION 25.21 IS NOT INCLUDED IN THE CERTIFICATE [TAX ROLL SECTION 31.08(B)].
DUE TO ITS ASSIGNED USAGE, THE ABOVE LEGAL PROPERTY MAY HAVE RECEIVED SPECIAL VALUATION, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION.

Reference (GF) No: N/A

Issued By: *Antonio Villarreal Jr.*
PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR



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

Document No: 3205216

Billable Pages: 5

Recorded On: March 23, 2021 01:19 PM

Number of Pages: 6

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

Total Recording: \$ 52.00

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

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

File Information:

Document No: 3205216
Receipt No: 20210323000180
Recorded On: March 23, 2021 01:19 PM
Deputy Clerk: Elaine Acuna
Station: CH-1-CC-K31

Record and Return To:

Corporation Service Company
919 North 1000 West

Logan UT 84321



STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

Re: A 4.73 acre tract out of a 17.948 acre tract out of Farm Tract 1046, West and Adams Tracts Subd., Hidalgo Co., TX

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

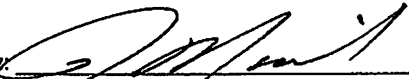
General Warranty Deed

1. Date: March 11, 2021
2. Grantor: RGLO Properties, LP, a Texas limited partnership, acting by and through its General Partner, RGLO Properties MGMT, LLC
3. Grantor's Mailing Address: 1100 S. Cynthia, McAllen, Texas 78501
4. Grantee: RGV Developers, LLC., a Texas limited liability company
5. Grantee's Mailing Address: 321 W. Nolana Avenue, Suite 8, McAllen, Texas 78504
6. Consideration: Ten and No/100ths Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged.
7. Property: Being a 4.73 acre tract of land, more or less, out of that certain 17.948 acre tract of land out of Farm Tract 1046, West and Adams Tracts Subdivision, Hidalgo County, Texas, being more particularly described by metes and bounds on Exhibit "A" and depicted of Exhibit "A-1".
8. Reservations From Conveyance and Exceptions to Conveyance and Warranty: To the extent that same exist and affect the property, the Property is to be deeded to the Buyer subject to:
 - A. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
 - B. Standby fees, taxes and assessments by any taxing authority for the year 2021, and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
 - C. Mineral and/or royalty grant(s) and/or reservation(s) and waiver of surface rights in instrument(s) dated March 3, 2004, recorded in Clerk's File No 1313192, Official Records, Hidalgo County, Texas.
 - D. Easement for roadway along the East side of said Lot as shown on the map of the Subdivision here referred to in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas.
 - E. Temporary utility and turnaround easement as shown on the Map of Pecan Grove Phase 2, filed August 25-2005, in Volume 48, Page 144, Map Records, Hidalgo County, Texas.
 - F. Subject to any portion of the land within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.
 - G. Subject to any portion of the land described herein lying within canal right of way.
 - H. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Irrigation District No. 9.
 - I. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
 - J. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

Re: A 4.73 acre tract out of a 17.948 acre tract out of Farm Tract 1046, West and Adams Tracts Subd., Hidalgo Co., TX

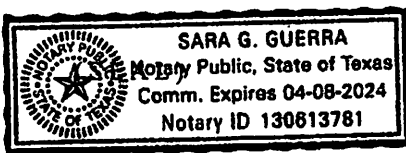
9. Granting Clause: For the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, but only to the extent that same are valid, subsisting and affect the Property, Grantor grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever (Grantee however, does not ratify or assume any responsibility to same).
10. Warranty: Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the Reservations from and the Exceptions to Conveyance and Warranty.
11. Miscellaneous:
- A. When the context requires, singular nouns and pronouns include the plural.
- B. Exhibits "A" and "A-1" are hereto attached and incorporated herein for all purposes.
12. Signature of Grantor:

RGLO Properties, LP.
By: RGLO Properties MGMT, LLC.

By: 
Ruy Mireles, President

The State of Texas }
County of Hidalgo } Acknowledgment

This instrument was acknowledged before me on this 15th day of March 2021, by Ruy Mireles, as President of RGLO Properties MGMT, LLC, a Texas limited liability company, on behalf of said LLC, as the general partner of RGLO Properties, LP, a Texas limited partnership, on behalf of said LP.




Notary Public in and for the State of Texas

After Recording Return to:
RGV Developers, LLC
321 W. Nolana Avenue
Suite 8
McAllen, Texas 78504

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING A 4.73 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THAT CERTAIN 17.948 ACRE TRACT OF LAND OUT OF FARM TRACT 1046, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 4.73 ACRE TRACT IS ALL OF THE LANDS BOUND ON THE WEST BY PECAN GROVE PHASE 2, WESLACO, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 48, PAGE 144, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, ON THE NORTH BY LAS BRISAS DEL ORO UNIT NO. 5, WESLACO, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 35, PAGE 13, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, BOUND ON THE EAST BY THAT CERTAIN 12.781 ACRE TRACT OF LAND CONVEYED TO AND HELD BY THE CITY OF WESLACO CARVED OUT OF SAID 17.948 ACRE TRACT OUT OF SAID FARM TRACT 1046; SAID 4.73 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID FARM TRACT 1046 LOCATED IN THE CENTER OF MILE 2 ½ WEST ROAD; THENCE, AS FOLLOWS:

SOUTH 89 DEGREES 59 MINUTES 40 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID FARM TRACT 1046 AND THE NORTH LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 757.88 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

- (1) THENCE, SOUTH 00 DEGREES 00 MINUTES 41 SECONDS WEST, A DISTANCE OF 465.37 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR AN OUTSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;
- (2) THENCE, NORTH 89 DEGREES 59 MINUTES 19 SECONDS WEST, AT A RIGHT ANGLE FROM THE PREVIOUS CALL, A DISTANCE OF 270.01 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR AN INSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;
- (3) THENCE, SOUTH 00 DEGREES 00 MINUTES 41 SECONDS WEST, A DISTANCE OF 219.49 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON INTERSECTION WITH THE SOUTH LINE OF SAID 17.948 ACRE TRACT FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (4) THENCE, WEST, COINCIDENT WITH THE SOUTH LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 321.51 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON THE SOUTHWEST CORNER OF SAID 17.948 ACRE TRACT FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (5) THENCE, NORTH, COINCIDENT WITH A WESTERN LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 18.51 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON A WESTERN CORNER OF SAID 17.948 ACRE TRACT AND LOCATED ON A CURVE WHOSE RADIUS IS 550.0 FEET FOR A WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;
- (6) THENCE, WITH SAID CURVE, AN ARC LENGTH DISTANCE OF 4.67 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET AT THE END OF SAID CURVE FOR A WESTERN CORNER OF SAID 17.948 ACRE TRACT FOR A WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;
- (7) THENCE, WEST, CONTINUING COINCIDENT WITH THE SOUTH LINE OF SAID 17.984 ACRE TRACT, A DISTANCE OF 20.33 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON AN OUTSIDE CORNER OF SAID 17.984 ACRE TRACT FOR AN OUTSIDE WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;
- (8) THENCE, NORTH, COINCIDENT WITH A WESTERN LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 153.28 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON A WESTERN CORNER OF SAID 17.948 ACRE TRACT FOR A WESTERN CORNER OF SAID OF THIS HEREIN DESCRIBED TRACT;
- (9) THENCE, NORTH 83 DEGREES 06 MINUTES 55 SECONDS EAST, COINCIDENT WITH A WESTERN LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 20.15 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782"

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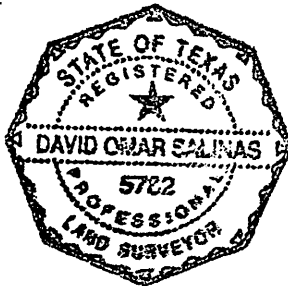
SET ON A WESTERN CORNER OF SAID 17.948 ACRE TRACT FOR A WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

- (10) THENCE, NORTH 76 DEGREES 23 MINUTES 18 SECONDS EAST, COINCIDENT WITH A WESTERN LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 174.30 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON A WESTERN CORNER OF SAID 17.948 ACRE TRACT FOR A WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;
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- (12) THENCE, NORTH 89 DEGREES 20 MINUTES 36 SECONDS EAST, COINCIDENT WITH A WESTERN LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 20.75 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON A WESTERN CORNER OF SAID 17.948 ACRE TRACT FOR A WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;
- (13) THENCE, NORTH 03 DEGREES 43 MINUTES 44 SECONDS WEST, COINCIDENT WITH A WESTERN LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 121.11 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON A WESTERN CORNER OF SAID 17.948 ACRE TRACT BEING ON A CURVE TO THE RIGHT WHOSE RADIUS IS 834.0 FEET FOR A WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;
- (14) THENCE, WITH SAID CURVE TO THE RIGHT AND BEING COINCIDENT WITH A WESTERN LINE OF SAID 17.948 ACRE TRACT, AN ARC LENGTH DISTANCE OF 28.86 FEET THROUGH A DELTA ANGLE OF 01 DEGREES 58 MINUTES 58 SECONDS AND A CHORD DIRECTION OF NORTH 87 DEGREES 18 MINUTES 00 EAST TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON A WESTERN CORNER OF SAID 17.948 ACRE TRACT FOR A WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;
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- (16) THENCE, NORTH 89 DEGREES 59 MINUTES 40 SECONDS EAST, A DISTANCE OF 283.45 FEET TO THE POINT OF BEGINNING, CONTAINING 4.73 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: DEED
N:\M&B.2020\4.73.010521

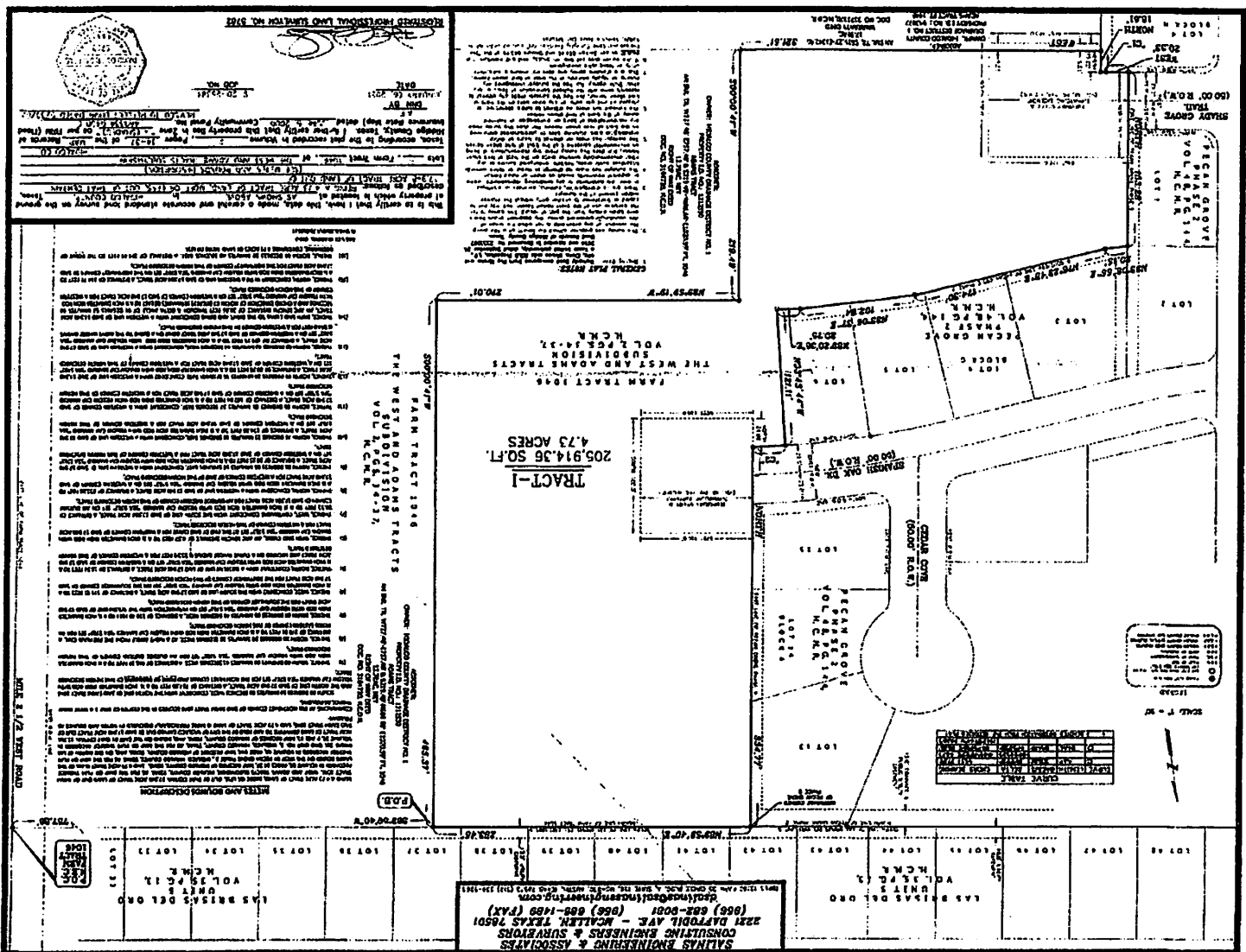
DAVID OMAR SALINAS, RPLS
SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVE.
MCALLEN, TEXAS, 78501

DATE: MARCH 11, 2021



RM

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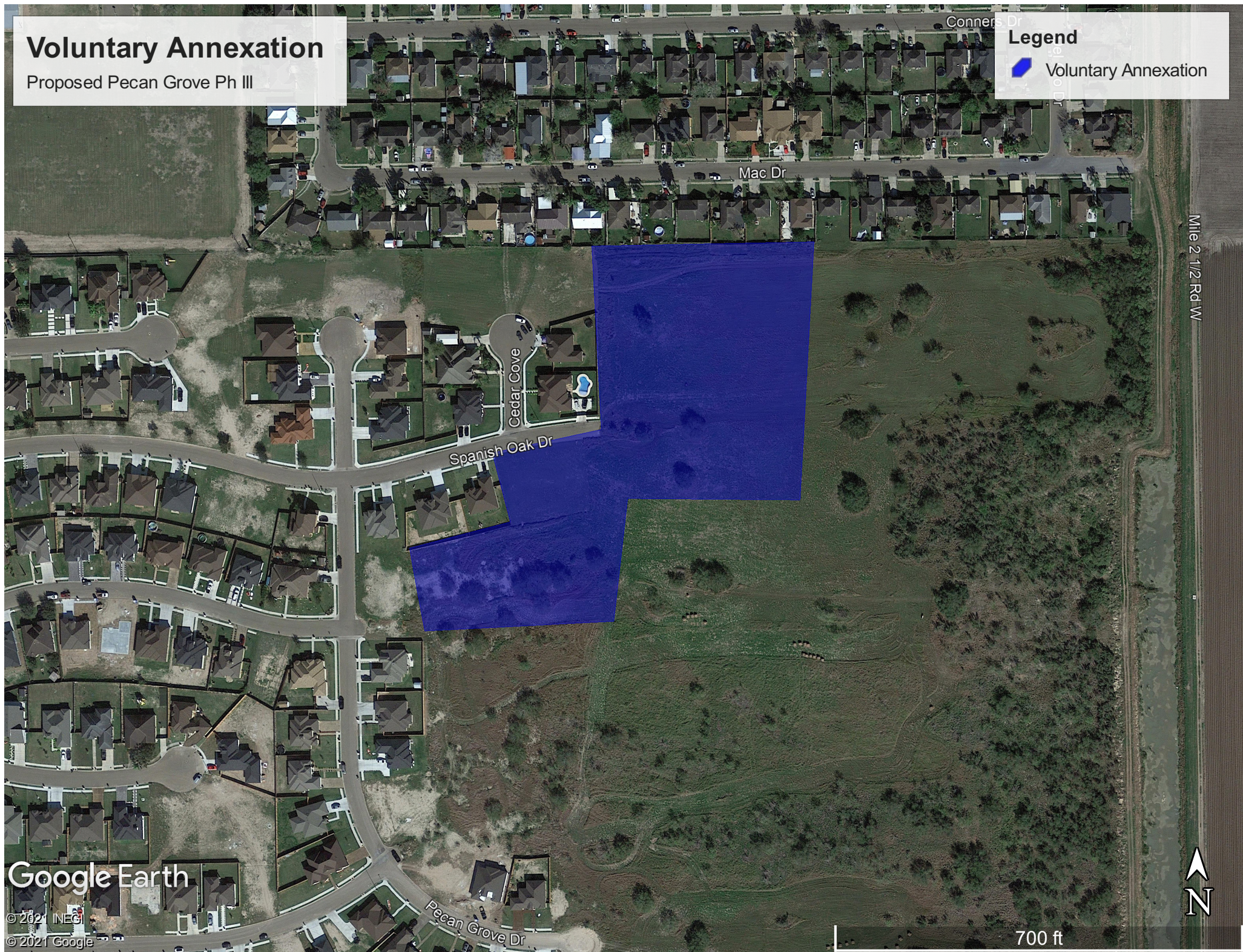


Voluntary Annexation

Proposed Pecan Grove Ph III

Legend

 Voluntary Annexation



Google Earth

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ORDINANCE NO. 2021-16

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 4.73 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 4.73 acres and are more specifically described as follows, to-wit:

METES AND BOUNDS DESCRIPTION

BEING A 4.73 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THAT CERTAIN 17.948 ACRE TRACT OF LAND OUT OF FARM TRACT 1046, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 4.73 ACRE TRACT IS ALL OF THE LANDS BOUND ON THE WEST BY PECAN GROVE PHASE 2 , WESLACO, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 48, PAGE 144, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, ON THE NORTH BY LAS BRISAS DEL ORO UNIT NO. 5, WESLACO, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 35, PAGE 13, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, BOUND ON THE EAST BY THAT CERTAIN 12.781 ACRE TRACT OF LAND CONVEYED TO AND HELD BY THE CITY OF WESLACO CARVED OUT OF SAID 17.948 ACRE TRACT OUT OF SAID FARM TRACT 1046; SAID 4.73 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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SOUTH 89 DEGREES 59 MINUTES 40 SECONDS WEST, COINCIDENT WITH THE

NORTH LINE OF SAID FARM TRACT 1046 AND THE NORTH LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 757.88 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED “SEA 5782” SET FOR THE NORTHEAST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

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(16) THENCE, NORTH 89 DEGREES 59 MINUTES 40 SECONDS EAST, A DISTANCE OF 283.45 FEET TO THE **POINT OF BEGINNING**, CONTAINING 4.73 ACRES OF LAND, MORE OR LESS.

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of May 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of June 2021.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

NORMA A. CANTU, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4247
From: REBEKAH DE LA FUENTE		
Subject: Approval on Ordinance 2021-17 to rezone 1108 W Pike Blvd. Also being 0.55 acre tract of land out of, farm Tract 3, West & Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-2 Duplex and apartment district to B-2 secondary and highway business district. and authorize the Mayor to execute any related documents. (First reading held May 18, 2021; staffed by Planning & Code Enforcement Department.)		
Background: The applicant is requesting to rezone property R-2 Duplex and apartment district to B-2 secondary and highway business district. Nineteen (19) property owners within 200 feet of the applicant's property were notified by letter on April 23, 2021.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on April 19, 2021.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request based on surrounding land use at their regular meeting of May 5, 2021		
ADELAIDA VEGA REBEKAH DE LA FUENTE Mike Perez		Created
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval rezone request based on 2040 Land Use Map and existing surrounding properties		
Attachments, if any: Rezone-1108 W Pike Memo, 1108 W Pike Blvd-attachments, 1108 W Pike-Aerial,		

O2021-17 rezone 1108 W Pike
Responsibilities upon Approval: Staff will advise the applicant

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 1108 W Pike

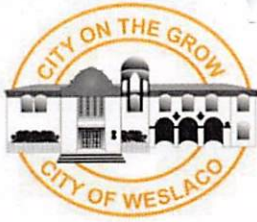
DATE: May 12, 2021

The property owner is proposing to re-subdivide the parcel as part of a larger seven (7) lot commercial development. The 2040 Land Use Map has identified Pike Blvd as a commercial corridor and proposed use will conform to the surrounding neighborhood. There are currently commercial properties to the north, west and east of the site. No petitions were received for or against this item.

The Planning & Zoning Commission recommended approval based on the existing use of the surrounding properties.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

RZNE -000051-2021

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. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 0.55 acre tract of land out of Farm Tract 133 Block _____

Subdivision Name West & Adams Tracts Subdivision

Street Address located on north side of W. Pike Blvd, between N. Westgate Dr. and N. Border Ave.

Existing Zoning R-2 Duplex & Apts Existing Land Use property is currently vacant

Proposed Zoning B-2 Secondary & Highway District Proposed Land Use commercial use

- ☒ \$305.00 non-refundable filing fee.
- ☒ Detailed dimensioned site plan/map must be submitted with this request.
- ☒ Survey and metes and bounds if the legal description is a portion of a lot.
- ☒ City and school tax receipts attached.
- ☒ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Melden & Hunt Inc. Phone (956) 381-0981

Address 115 West McIntyre Street Fax: _____

City Edinburg State TX Zip Code 78541 E-Mail: mario@meldenandhunt.com

OWNER

Name R.I. Pecina, Jr. Phone _____

Address 2100 Granite Street Fax: _____

City Mission State TX Zip Code 78572 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 (owner's authorization) Date _____
Owner

Signature _____ Date _____
Applicant

Signature [Signature] Date 4-14-21
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 Date _____
Approved _____ Disapproved _____ Tabled _____

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

Ordinance No. _____

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

April 23, 2021

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, May 5, 2021, and the City Commission will hold a public hearing on May 18, 2021 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue and via zoom to consider the following request:

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: +1 346 248 7799; Meeting ID: 896 0525 5373

Members of the public who wish to participate in Public Hearing on an agenda item must send their name, address and phone number via email to karevalo@weslacotx.gov by 12:00 pm on May 5, 2021. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

Melden & Hunt Inc. is requesting to rezone 1108 W. Pike Also being .551 of one acre out of Farm Tract 133, West and Adams Tract Subdivision, Weslaco, Hidalgo County, and Texas from R-2 Duplex & apartment district to B-2 Secondary and Highway business district.

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

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

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

CITY OF WESLACO

Engineering Department

PH. II

S1941

T0080

FRONTAGE ROAD



1 in = 300 ft

INTERSTATE 2

FRONTAGE RD.

NARCISSUS
BLK. 17
81 82 83 84 85 86 87
N0235

PLAINS
CAPITAL

F3674

14 1
13 2
12 3
11 4
10 B.F. 5
9 VEACH 6
8 7

FT 133

200' RADIUS

W3800-00-133-0000-15

133-0000-00

T. 137

LOT 2
L4465

W3800-00-137-0000-

LOT 3

SANTA ANA ST.
PIKE
PLAZA
P665000
-17 -14 -16 -19

133-0000-08

133-0000-13

PROCLAIM
THE
SAVIOR
P891000

J-W.
J1870
-10 -09

10 1
9 V2800 2
8 2 3
7 4
6 5
-02
-03
W3800-00-123-0000-00
-01
-06
-01
-04

W. PIKE BLVD.

4

SITE LOCATION

3

F.T. 134

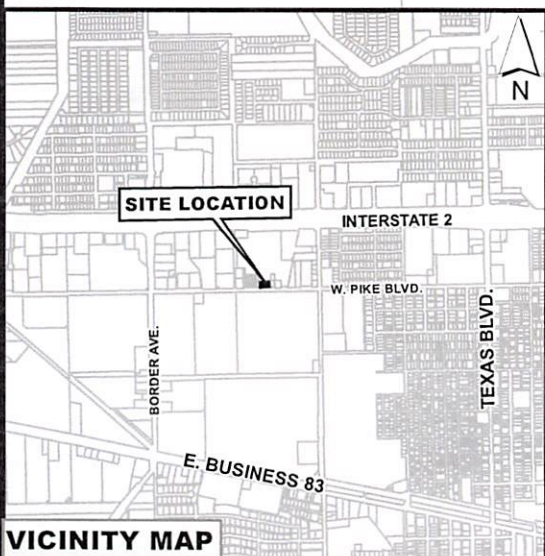
W3800-00-134-0000-01

S. D.
POOL

W3800-00-122-0000-00

W3800-00-122-0000-01
9
9-13

HUISACHE ST.



VICINITY MAP

R.I. Pecina, Jr.

West Pike Blvd.
EST TRACT E200'-W571.42'-
N120'-S150' FT 133 0.55AC
BLOCK 163, F.T. 121, LOT 1

Purpose for the Rezoning request

Existing zoning: R-2
Existing land use: Empty Lot
Proposed zoning: B-2
Proposed land use: Commercial



APR 21, 2021

JOHNSON CHARLES C & LINA F 600 S GEORGIA AVE WESLACO TX 78596-6842	P6600-00-001-0001-00 PIKE-HOOKE BLK 1 LOT 1 600 S GEORGIA ST	L: 37136 B: 64073
MONTES LEONARDO III & DELILA 2013 DE LEON AVE DONNA TX 78537-3746	P6600-00-001-0002-00 PIKE-HOOKE BLK 1 LOT 2 604 S GEORGIA ST	L: 25392 B: 69872
PARVEZ, NISAR A & AKHTAR 606 S GEORGIA AVE WESLACO TX 78596-6842	P6600-00-001-0003-00 PIKE-HOOKE BLK 1 LOT 3 606 S GEORGIA ST	L: 25392 B: 53123
GAONA, FELIX & OFELIA 608 S GEORGIA AVE WESLACO TX 78596-6842	P6600-00-001-0004-00 PIKE-HOOKE BLK 1 LOT 4 608 S GEORGIA ST	L: 25392 B: 68705
KNOWLES, MARGARET PO BOX 911 WESLACO TX 78599-0911	P6600-00-001-0005-00 PIKE-HOOKE BLK 1 LOT 5 610 S GEORGIA ST	L: 25392 B: 74118
SILGUERO, MARTE SR & BREND 609 S OHIO WESLACO TX 78596	P6600-00-001-0006-00 PIKE-HOOKE BLK 1 LOT 6 609 S OHIO	L: 26400 B: 83628
BARBOSA, ALMA LINDA 607 S OHIO AVE WESLACO TX 78596-6837	P6600-00-001-0007-00 PIKE-HOOKE BLK 1 LOT 7 607 S OHIO	L: 26400 B: 72701
SALINAS LUCILA M & CANDELARIO JR CANDELARIO & CRUZ MARTINEZ 1008 W PIKE BLVD WESLACO TX 78596	W3800-00-133-0000-14 WEST TRACT S0.13AC-S18.60AC & E6 S250' FT 133 0.27AC NET 1008 W PIKE BLVD	L: 35280 B: 13187
SHARYLAND INVESTORS 305 N SHARY RD MISSION TX 78572-0205	W3800-00-133-0000-15 WEST TRACT N15.62AC AN IRR TR-W1 9.47AC EXC E60'-W597.99'-N100'-S 1101 W EXPRWY 83	L: 0 B: 0
NAJERA MANUEL & EVANGELINA 1006 W PIKE BLVD WESLACO TX 78596	W3800-00-133-0000-16 WEST TRACT E100'-W671.42'-N120'- C 1006 W PIKE BLVD	L: 36588 B: 101641
PECINA R I JR 2401 DURANGO DR MISSION TX 78573	W3800-00-133-0000-17 WEST TRACT E200'-W571.42'-N120'- C 1100 W PIKE BLVD	L: 0 B: 0
SHARYLAND INVESTORS LTD 305 N SHARY RD MISSION TX 78572-0205	W3800-00-133-0000-19 WEST TRACT E50'-W823.24'-N122.65 '- S152.65' FT 133 0.16AC 1004 W PIKE BLVD	L: 0 B: 0

APR 21, 2021

WESLACO ISD	W3800-00-134-0000-01	L: 2601060
PO BOX 266	WEST TRACT 40 AC EXC SEC 0.59 AC	B: 26985644
WESLACO TX 78599	GH SCHOOL	
	1005 W PIKE BLVD	
SHARYLAND INVESTORS LTD	V2765-00-000-0002-00	L: 0
305 A NORTH SHARY RD	VBMH LOT 2	B: 0
MISSION TX 78572	1121 W EXPRWY 83	



70 2006 01582835

Hidalgo County
Eddy Trevino
County Clerk
Edinburg, TX 78540

Instrument Number: 2006-1582835

Recorded On: February 24, 2006

As
Recording

Parties:

To

Billable Pages: 2

Number of Pages: 3

Comment: WAR DEED 3115742

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

Recording	20.00
Total Recording:	20.00

***** **THIS PAGE IS PART OF THE INSTRUMENT** *****
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2006-1582835
Receipt Number: 745027
Recorded Date/Time: February 24, 2006 10:39A
Book-Vol/Pg: BK-SC VL-6 PG-52010
User / Station: A Rodriguez - Cash Superstation 10

Record and Return To:

R I
2100 GRANITE ST
MISSION TX 78572



CHARGE SIERRA TI
STG 68 GF# 3115742

1582835

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

WARRANTY DEED

CONFORMS TO TEXAS STATE BAR FORM 2251 rev. 10-85

Date: February 15, 2006

Grantor: REDSKIN INVESTMENTS, INC.

Grantor's Mailing Address (including county): 409 N. 10th Street
Westaco, Texas 78596
Hidalgo County

Grantee: R.I. PECINA, JR.

Grantee's Mailing Address (including county): 2100 Granite St.
Mission, Texas 78572
Hidalgo County

Consideration: TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

A tract of land out of Farm Tract 133, WEST AND ADAMS TRACTS SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 2, Pages 34-37, Map Records of Hidalgo County, Texas; said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 14, Block 162, West Tract Subdivision, same being also the Southwest corner of Farm Tract 133 and also the centerline of Mile 8 North;

THENCE, North 30.0 feet along the West side of Farm Tract 133 to a point for a corner;

THENCE, right 90 degrees in an Easterly direction and parallel with the centerline of Mile 8 North 371.42 feet to a point for the Southwest corner of this tract or parcel of land herein conveyed;

THENCE, North 120.0 feet for the Northwest corner;

THENCE, East 200.0 feet for the Northeast corner;

THENCE, South 120.0 feet for the Southeast corner;

THENCE, West 200.0 feet to the POINT OF BEGINNING.

Reservations from and Exceptions to Conveyance and Warranty:
Subject To:

Right-of-Way Easement reserved in Deed recorded in Volume 66, Page 521, Deed Records of Hidalgo County, Texas.

Right-of-Way Easement granted by Hidalgo and Cameron Counties Water County and Improvement District No. 9, to the State of Texas, by instrument dated October 17, 1962, recorded in Volume 1046, Page 591, Deed Records of Hidalgo County, Texas.

Utility Easement reserved in Deed recorded in Volume 1571, Page 296, Deed Records of Hidalgo County, Texas.

Utility Easement reserved in Deed recorded in Volume 2596, Page 511, Official Records of Hidalgo County, Texas.

A Road Easement along the South side of subject property as shown on plat recorded in Volume 2, Page 34 through 37, Map Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Hidalgo and Cameron Counties Water County and Improvement District No. 9.

Easements, or claims of easements, which are not of public record.

Oil and Gas Lease granted to Paul Meaders recorded in Volume 57, Page 585, Oil and Gas Lease Records of Hidalgo County, Texas.

Oil and Gas Lease granted to E. A. Parker recorded in Volume 148, Page 70, Oil and Gas Lease Records of Hidalgo County, Texas.

Oil and Gas Lease granted to V. F. Neuhaus recorded in Volume 216, Page 138, Oil and Gas Lease Records of Hidalgo County, Texas.

All oil, gas, and other minerals reserved in Deeds recorded in Volume 1645, Page 185, Deed Records of Hidalgo County, Texas, and recorded in Volume 2596, Page 511, Official Records of Hidalgo County, Texas.

Subdivision regulations of the County of Hidalgo and/or ordinance or governmental regulations of the City wherein the subject property lies or holds extra-territorial jurisdiction.

All ad valorem taxes for the year 2006 and all subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

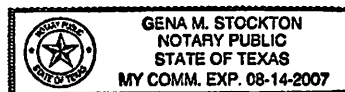
REDSKIN INVESTMENTS, INC.

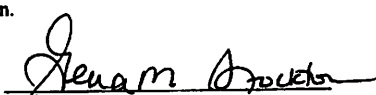
BY: 

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 22 day of February, 2006, by Ricardo Rodriguez, President of REDSKIN INVESTMENTS, INC., a Texas corporation, on behalf of said corporation.




Notary Public, State of Texas
Notary's name (printed):
My commission expires:

AFTER RECORDING RETURN TO:
R.I. PECINA, JR.
2100 Granite St.
Mission, Texas 78572

Filed for Record in:
by
Hidalgo County
Clerk
On: Feb 24, 2006 at 10:39A
As a Recording
Document Number: 1582835
Total Fees: 20.00
Receipt Number - 745027
By:
Anabels Rodriguez Deuts

PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: GF:3115742:AM/ar

OWNER'S AUTHORIZATION

I, R.I. PECINA, JR., HEREBY AUTHORIZE MARIO A. REYNA, P.E., VICE PRESIDENT OF MELDEN & HUNT, INC. TO SIGN ALL SUBDIVISION APPLICATIONS AND RELATED PAPERWORK FOR A TRACT OF LAND CONTAINING APPROXIMATELY 0.55 OF ONE ACRES OUT OF FARM TRACT 133, WEST & ADAMS TRACTS SUBDIVISION, VOLUME 2, PAGES 34-37, H.C.M.R., HIDALGO COUNTY, TEXAS



R.I. PECINA, JR.
2100 GRANITE ST.
MISSION, TX 78572

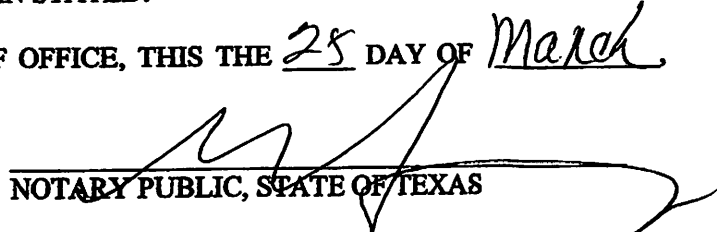
3/25/21

DATE

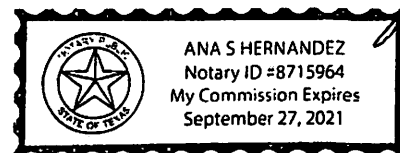
STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED R.I. PECINA, JR. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 25 DAY OF March, 2021.



NOTARY PUBLIC, STATE OF TEXAS



Property Tax Balance

[Begin a New Search](#)[Go to Your Portfolio](#)

Shopping Cart: For your convenience you may pay several accounts at once if you pay by eCheck. Click the 'Pay by eCheck' button to add this account to the shopping cart. Additional accounts can be clicking 'Begin a New Search' or 'Find Another Account', then doing a search again and, for each account, clicking the 'Pay by eCheck Now' button. Up to 50 accounts may be paid at one time. Accounts are not saved in the shopping cart after you begin entering payment information.

Scheduling Payments: If you are paying by eCheck, you may choose to pay now or in the future. You may schedule one payment in the future or recurring payments. To do this, select 'Schedule E-Check Payment' after adding account(s) to the shopping cart.

Unless otherwise noted, all data refers to tax information for 2020. All amounts due include penalty, interest, and attorney fees when applicable.

Account Number: W380000133000017**Pending Credit Card or eCheck Payments:**

No Payment Pending

Appraisal District Number: 324587[Pay by Credit Card](#)**Address:**PECINA R I JR
2401 DURANGO DR
MISSION, TX 78573-8449

Credit/debit card payments will take 4-5 business days to post. A [convenience fee](#) will be added if you pay by credit card.

Property Site Address:

W PIKE BLVD

[Pay by eCheck](#)**Legal Description:**WEST TRACT E200'-W571.42'-N120'-S150'
FT 133 0.55AC

(Pay single or multiple accounts by eCheck. Pay now or schedule future payments without a convenience fee.)

Current Tax Levy: \$5.81[Print Current Statement](#)**Current Amount Due:** \$0.00[Print Delinquent Statement](#)**Prior Year Amount Due:** \$0.00**Total Amount Due:** \$0.00[Register for Certified Statements by E-mail](#)**Last Payment Amount for Current Year Taxes:**
\$5.81**Gross Value:** \$143,748**Land Value:** \$143,748**Last Payer for Current Year Taxes:**
SONIA E PECINA**Improvement Value:** \$0**Capped Value:** \$0**Last Payment Date for Current Year Taxes:**
01/29/2021**Agricultural Value:** \$222**Active Lawsuits:** None**Exemptions:**
None[Exemption and Tax Rate Information](#)[Taxes Due Detail by Year and Jurisdiction](#)[Payment Information](#)[Print a Current Tax Statement](#)

[Click Here](#) to see your estimated amount due for a different date. You can see this information by year and by both year and jurisdiction.

EXHIBIT "A"

April 14, 2021

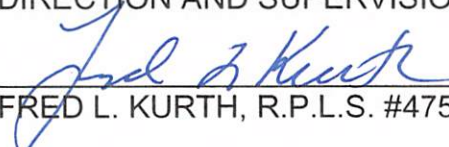
**METES AND BOUNDS DESCRIPTION
0.551 OF ONE ACRE OUT OF
FARM TRACT 133,
WEST AND ADAMS TRACT SUBDIVISION,
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS**

A tract of land containing 0.551 of one acre situated in the City of Weslaco, County of Hidalgo, Texas, being a part or portion out of Farm Tract 133, West and Adams Tract Subdivision, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, said 0.551 of one acre were conveyed to R.I. Pecina, Jr. by virtue of a Warranty Deed recorded under Document Number 1582835, Hidalgo County Official Records, said 0.551 of one acre also being more particularly described as follows:

BEGINNING at a No. 4 rebar found on an outside corner of Lot 2, VBMH Subdivision, according to the plat thereof recorded in Instrument Number 2936410, Hidalgo County Map Records, for the Northwest corner of this herein described tract;

1. THENCE, N 88° 47' 23" E along a South line of said Lot 2, a distance of 200.00 feet to a No. 4 rebar set for the Northeast corner of this tract;
2. THENCE, S 01° 12' 37" E a distance of 120.00 feet to a No. 4 rebar set for the Southeast corner of this tract;
3. THENCE, S 88° 47' 23" W a distance of 200.00 feet to a No. 4 rebar set for the Southwest corner of this tract;
4. THENCE, N 01° 12' 37" W a distance of 120.00 feet to the POINT OF BEGINNING and containing 0.551 of one acre of land, more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 06/27/2019 UNDER MY DIRECTION AND SUPERVISION.


FRED L. KURTH, R.P.L.S. #4750

4-14-21
DATE:



EXHIBIT "B"

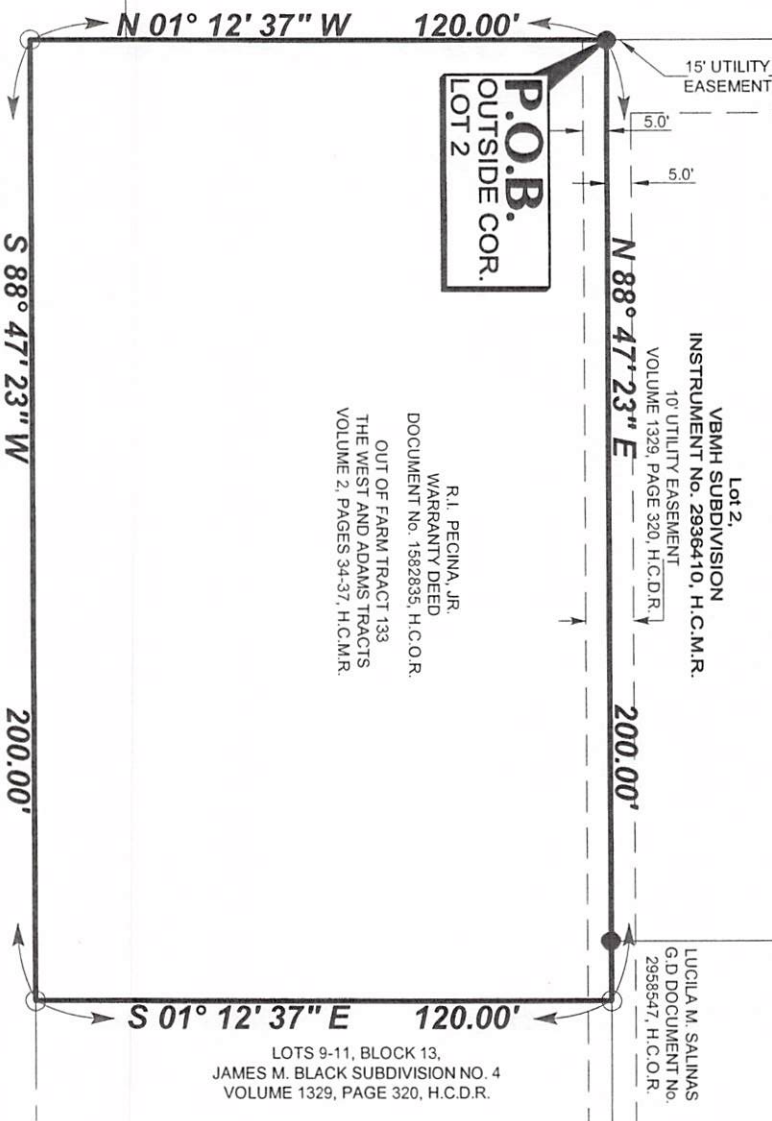
LEGEND

- FOUND No.4 REBAR SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- R.O.W. - RIGHT-OF-WAY
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- N.T.S. - NOT TO SCALE
- () - RECORDED MAP CALLS



BEARING BASIS AS PER TEXAS
COORDINATE SYSTEM OF 1983, TEXAS SOUTH

SCALE: 1"=60'



LOTS 9-11, BLOCK 13,
JAMES M. BLACK SUBDIVISION NO. 4
VOLUME 1329, PAGE 320, H.C.D.R.

PIKE BOULEVARD
[R.O.W. VARIES]

I, FRED L. KURTH, A REGISTERED PROFESSIONAL
LAND SURVEYOR, DO HEREBY CERTIFY THE
FOREGOING PLAT TO BE TRUE AND CORRECT
REPRESENTATION OF A SURVEY MADE ON THE
GROUND ON 06/27/2019 UNDER MY DIRECTION
AND SUPERVISION.

FRED L. KURTH, RPLS No. 4750 DATE: 6-14-21



PLAT SHOWING
0.551 OF ONE ACRE OUT OF
FARM TRACT 133,
WEST AND ADAMS TRACT SUBDIVISION,
VOLUME 2, PAGES 34-37, H.C.M.R.
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS

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



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

PAGE 2 OF 2
DATE: 04/14/2021
JOB NO. 21083.02
FILE NAME: 21083.02
DRAWN BY: J.G.

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



TBPELS Firm # F-1435
TBPELS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO A. REYNA • RUBEN JAMES DE JESUS

April 13, 2021

Rebekah de la Fuente, Director
City of Weslaco Planning Department
225 South Kansas Avenue
Weslaco, Texas 78596

RE: CHANGE OF ZONE

Dear Ms. De la Fuente:

On behalf of Melden and Hunt, Inc., representing R.I. Pecina, owner, we respectfully request that the property listed below be placed on the agenda for the next Planning and Zoning Meeting for a change of zone. The intent is to develop the property for commercial use.

Legal Description: Being a 0.55-acre tract of land out of Farm Tract 133, West & Adams Tracts Subdivision, Weslaco, Hidalgo County, Texas.

Please consider this request and advise us of all meeting dates for the request. Should you have any questions or require additional information, please do not hesitate to contact our office at (956) 381-0981.

Respectfully,

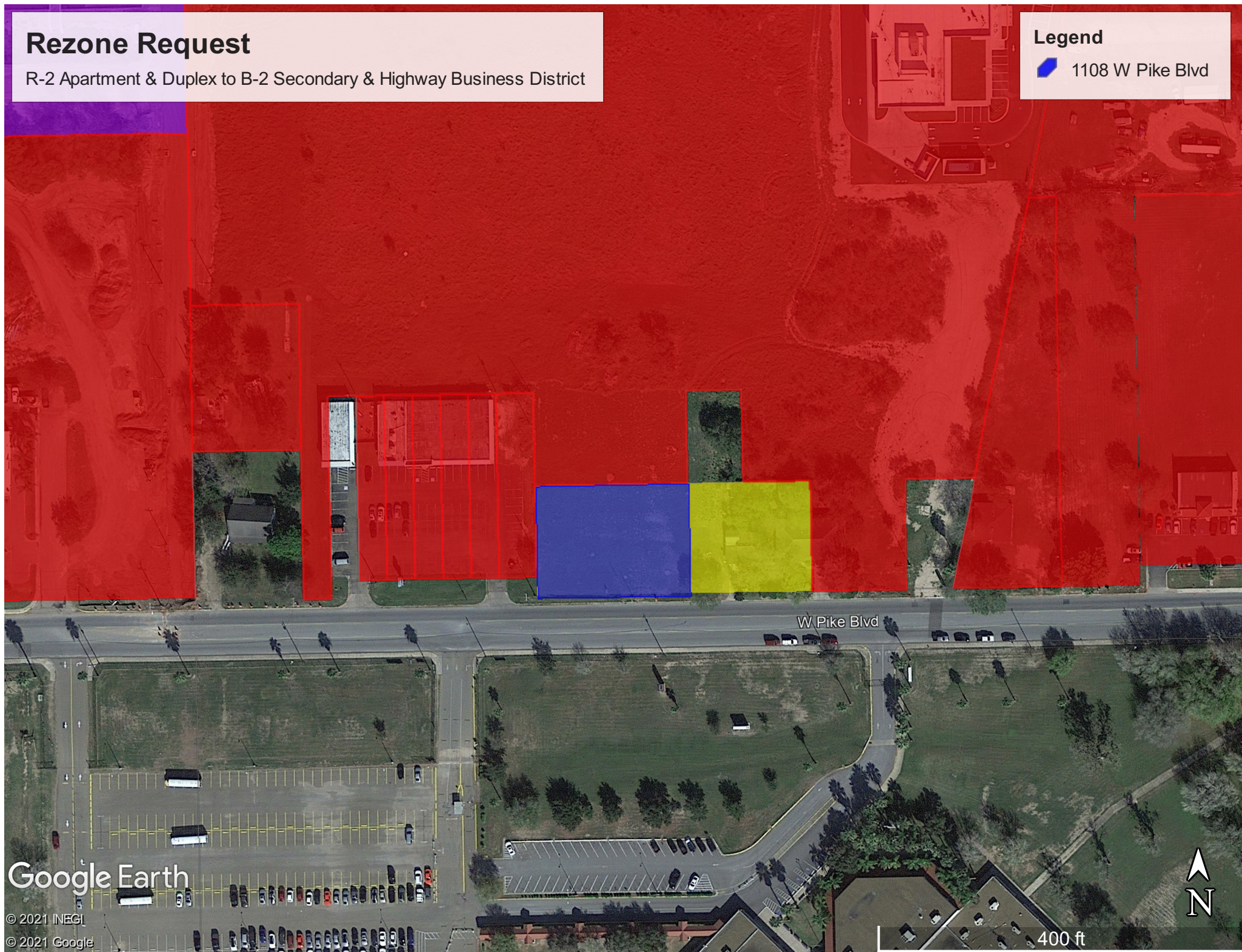
Mario A. Reyna, P.E.
Vice-President

Rezone Request

R-2 Apartment & Duplex to B-2 Secondary & Highway Business District

Legend

 1108 W Pike Blvd



ORDINANCE NO. 2021-17

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 1108 W PIKE BLVD. ALSO BEING 0.55 ACRE TRACT OF LAND OUT OF, FARM TRACT 3, WEST & ADAMS TRACT SUBDIVISION, WESLACO HIDALGO COUNTY, R-2 DUPLEX AND APARTMENT DISTRICT TO B-2 SECONDARY AND HIGHWAY BUSINESS DISTRICT SUBDIVISION DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-2 Duplex and apartment district to B-2 secondary and highway business district located at 1108 W Pike Blvd. Also being 0.55-acre tract of land out of, farm Tract 3, West & Adams Tract Subdivision, Weslaco, Hidalgo County, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of May 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of June 2021.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4210
From:		
Subject: Approval on amendments and extension from June 7, 2021 to July 7, 2021 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. (Staff by City Manager.)		
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):		
NORMA CANTU Mike Perez		Created
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4216
From: ARNOLDO BECHO		
Subject: Approval to apply for the FY 2021 Texas State Library Interlibrary Loan Lending Reimbursement Program, acceptance of funding upon award, and authorization for the Mayor to execute any related documents. (Staffed by the Library Department.)		
Background: The Mayor Joe V Sanchez Public Library is eligible to receive a federally funded reimbursement award from the Texas State Library and Archives Commission for participation in the state wide Inter-Library Loan (ILL) program. ILL is a statewide resource sharing initiative and your support helps meet the information needs of Texans. The amount reimbursed depends on the amount of libraries statewide that qualify and can not be estimated at this time. Typically the library is awarded upwards of \$1,500 in reimbursements. Weslaco has one of the most popular ILL programs within Hidalgo County and the library is happy to provide ILL services to the residents of Weslaco. ILL allows residents to checkout books from libraries across the United States. This reimbursement program further incentivizes this activity.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission: N/A		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A		
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.		
MARICARMEN GARCIA ARNOLDO BECHO VIDAL ROMAN Mike Perez		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		

Attachments, if any:

Memo Request to Apply for ILL Reimbursement 2021, 2021 Guidelines and T&Cs ILL Lending Reimbursement Program

Responsibilities upon Approval:

Apply for reimbursement and coordinate with Finance for deposit upon receipt.

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

May 10, 2021

To: David Suarez, Mayor; Leo Muñoz, Mayor Pro-Tem; Commissioner; Greg Kerr, Commissioner; Jose "J.P." Rodriguez, Commissioner; Adrian Farias, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata, Vidal Roman, Sonia Flores, MariCarmen Garcia
Fr: Arnoldo Becho, Library Director
Re: Request to reapply for the FY 2021 Interlibrary Loan Lending (ILL) Reimbursement Program

As a service to the residents of Weslaco, the Mayor Joe V. Sanchez Public Library will borrow books which they do not own from other institutions. The library will in turn loan books from their collection out to other institutions as well. The library typically lends between 50 to 100 ILL books a month to partner institutions. Loss of books is very rare, but institutions do cover cost for any lost or damaged book.

As incentive for participation in the ILL program, the Texas State Library will reimburse institutions for postage, material expenditure and other costs. ILL is a statewide resource sharing initiative and your support helps meet the information needs of Texans. The amount reimbursed depends on the number of libraries statewide that qualify and cannot be estimated at this time.

This agenda item requires no additional funding and adds no cost to the library budget. Library staff strongly supports the program and encourages patrons to request inter-library loan books. 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



TEXAS STATE LIBRARY
AND
ARCHIVES COMMISSION



SFY 2021 ILL LENDING REIMBURSEMENT PROGRAM GUIDELINES AND TERMS & CONDITIONS

QUESTIONS? Contact Sara Hayes at shayes@tsl.texas.gov.

Program Description

The Texas State Library and Archives Commission (TSLAC) supports a statewide interlibrary loan program for accredited public libraries to help assure that Texans will have access to shared library resources to meet learning and information needs.

The Interlibrary Loan Lending Reimbursement Program helps support Texas libraries with partial reimbursements for direct, out-of-pocket costs associated with participating in statewide resource sharing such as staff time, postage, courier, and shipping material costs.

The reimbursements apply to lends made between August 1, 2020 – July 31, 2021. While dispersed after the end of SFY 2021, the reimbursement payments do need to be applied to costs associated with resource sharing costs expended *during* the time lends were made. **Please discuss this program with your legal entity's accounting office so they are aware this is federal money and, if approved, to expect the payment after the end of the state fiscal year on August 31, 2021.**

Award Information

The reimbursements are sub awards (or pass-through awards) of the Grants to States program from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services (IMLS).

Federal Award Identification Number (FAIN): LS-246193-OLS-20

Catalog of Federal Domestic Assistance (CFDA) Number: 45.310

Eligible participants will receive a flat rate reimbursement for each lend provided to other Texas libraries through the Navigator ILL system between **August 1, 2020 – July 31, 2021**.

Participants will maintain financial records and supporting documents relating to this program and award (shipping receipts, staff time documentation, courier and cataloging invoices, etc.) for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2018-2022, is submitted on December 31, 2023. Participants need to maintain their records through December 31, 2026.

Eligibility Information

Accredited Texas public libraries, through their governing authority (city, county, board, or district), who are live on Navigator and lending through that system are eligible to apply for a reimbursement payment through this program.

Texas academic libraries that have agreed to lend materials to Texas public libraries through the Texas Group catalog are also eligible for reimbursement payments based on the number of lends made to Texas Navigator libraries during the eligible lending period.

Libraries must lend items to other Texas public libraries using OCLC's Navigator system to be eligible for a reimbursement. OCLC will provide Navigator lending statistics to TSLAC for calculating reimbursement.

Before receiving payment, the library's legal entity (city, county, library board, school) must have a D-U-N-S® Number. Information on how to obtain a D-U-N-S® Number may be found on D&B's website at <https://www.dnb.com/duns-number/get-a-duns.html>. Obtaining a D-U-N-S® Number is always free.

Libraries' legal entities must also have an Active Direct Deposit Account and Texas Identification Number on file at TSLAC.

State agencies/universities will be asked for additional information by TSLAC's grants accountant.

There is no requirement for cost sharing, matching funds, or cost participation with this program.

Application and Submission Information

TSLAC uses a grant management system or GMS that enables applicants to apply for grants electronically through a web portal at <https://grants.tsl.texas.gov>. Applications and required documents must be submitted in GMS by the due dates to be eligible for consideration. To submit your application online, you must have an active GMS account. To create or activate an account, please have your library director submit a completed GMS Import Template (<https://www.tsl.texas.gov/ldn/grants/forms-tools>) to shayes@tsl.texas.gov. The e-mail should reference "GMS Access" in the subject line. TSLAC staff will review the request and grant appropriate access.

If needed because of difficulty using the Internet or for other accessibility reasons, participants may request paper copies of certain materials from Sara Hayes, ILL Coordinator, via e-mail at shayes@tsl.texas.gov.

Application Components:

1. Opt in to the program through the GMS portal and print out the system generated Participation Signature form.
2. Complete and submit the Participation Signature form in the Grant Management System portal by July 16, 2021.
*Signed by Legal Entity (City, County, Library Board, University)
3. Complete and submit a Performance Certification form in the Grant Management System between August 17-31, 2021, after receiving the library's award amount from TSLAC mid-August.
*Signed by Library Director
4. Complete and submit a Single Audit Certification form and submit to TSLAC by December 31, 2021.

Required forms are available in the GMS portal at grants.tsl.texas.gov under the Documents tab in the folder titled "2021 ILL Lending Reimbursement Program".

To request print copies of these forms, contact Sara Hayes at shayes@tsl.texas.gov or 512-463-5406.

Forms submitted after stated deadlines may not be considered for reimbursement.

Submit forms:

Through TSLAC's Grant Management System portal at grants.tsl.texas.gov.

Program Timeline

April 27, 2021	Program opens in GMS
July 16, 2021	Signed Participation Signature form due in GMS
August 17, 2021	Emails go out with notice of award amounts and Performance Certification forms
August 31, 2021	Performance Certification forms due in GMS
September 2021	Payments dispersed
December 2021	Single Audit Certification forms sent out by email
December 31, 2021	Single Audit Certification forms due by email

Texas State Library and Archives Commission
Library Services and Technology Act (LSTA) – Terms and Conditions

I. GENERAL TERMS AND CONDITIONS

- A. The Subrecipient will comply with the Texas Comptroller of Public Accounts UGMS revised June 2004, located at: <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>
- B. The Subrecipient will comply with Grant Reform 2 CFR Parts §200 and §3187.
- C. The Subrecipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, religion or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- D. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect.
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- E. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
- F. The Subrecipient's authorized representative certifies to the best of his or her knowledge and belief that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR

Part §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800 (a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Terms and Conditions.

- G. Subrecipient understands that acceptance of funds under this contract acts as acceptance of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all records requested necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by Sub-Contractors through Subrecipient, and the requirement to cooperate, is included in any sub-grant awarded.
- H. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2018-2022, is submitted on December 31, 2023. The Subrecipient will maintain their records through December 31, 2026.
- I. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and or, (3) any other issues identified in Subrecipient's internal audit report or grant activities. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- J. Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that the federal awarding agency, IMLS, and TSLAC reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use; and to authorize others to use, for Federal purposes (2 CFR §200.315).
- K. The Subrecipient agrees to submit an audit certification form for the auditable period encompassing August 31, 2021 to TSLAC no later than December 31, 2021, or other deadline as specified by TSLAC.
- L. If a single audit is required, the Subrecipient will comply with the Super Circular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.

II. ENFORCEMENT

- A. Remedies for noncompliance. If Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorized in the notice of suspension or termination, or subsequently. Other Subrecipient costs during suspension or after termination that are necessary, and not reasonably avoidable, are allowable if:
1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.
1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- E. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4226	
From: Joel Rivera			
Subject: Approval to purchase FortiAuthenticator Cybersecurity software (Contract #200105) in the amount of \$34,883 with NO MATCH REQUIRED AND NO REOCCURRING FEES and will be fully reimbursed through SHSP Grant #4003501 and authorize the Mayor to execute any related documents. (Staffed by Police Department.).			
Background: FortiEDR is the only endpoint protection solution that provides both comprehensive machine-learning antimalware execution and real-time post-infection protection. From day one, it automatically detects and defuses potential threats in real time even on already infected hosts. The defusing post-infection protection layer controls outbound communications and file systems modifications to prevent data exfiltration, lateral movement and C2 communications, as well as file tampering and ransomwares.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Budget Amendment			
If item previously considered, provide date and action by Commission: Resolution 2020-05 Approved on February 4th, 2020.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ		Created/Initiated	
ROBERT LOPEZ		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Recommend Approval			
Attachments, if any: IK Network Solutions FortiAuthenticator and EDR quote V2 5-12-21 \$34,882.67, Intech Southwest Services Quote 411770 \$55,623.00, Weslaco Fortinet Quote \$48,929.00			
Responsibilities upon Approval:			



FortiAuthenticator
Quote: and EDR quote V2
Date: 4/26/2021
Terms: NET 30
m For: 60 DAYS
F.O.B: S/P & PPA
Delivery: As Needed

TIPS CONTRACT # 200105

By: Mike Seitz
Vice President

Page 1 of 1



Intech Southwest
 4778 Research Drive
 San Antonio, Texas
 United States
<http://www.intechsouthwest.com>
 (P) 210-690-0000
 (F) 210-690-0200

Quotation (Open)

Date

May 13, 2021 07:42 AM CDT

Modified Date

May 13, 2021 07:50 AM CDT

Doc

411770 - rev 1 of 1

Description

Fortinet quote

SalesRep

Flores, Juan
 (P) 210-690-0000
 (F) 210-690-0200

Customer Contact

Vela, J. Martin
 (P) 956-968-6253
jvela@weslacotx.gov

Customer

City of Weslaco (CO0901)
 Vela, J. Martin
 225 S. Kansas St.
 Weslaco, TX 78596
 United States
 (P) 956-973-3111

Bill To

City of Weslaco
 Zepeda, Eddie
 225 S. Kansas St.
 Weslaco, TX 78596
 United States

Ship To

City of Weslaco
 Zepeda, Eddie
 225 S. Kansas St.
 Weslaco, TX 78596
 United States

Customer PO:	Terms: Undefined	Ship Via: UPS Ground
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	Tax	List Price	Qty	Unit Price	Total
1		FORTIEDR-25 1YR FORTIEDR DISCOVER PROT	FC1-10-FEDR1-357-01-12	Yes	\$3,225.00	16	\$3,020.00	\$48,320.00
2		FortiToken Mobile License - 100 users - ESD - Android, iOS	FTM-ELIC-100	Yes	\$3,795.00	1	\$3,035.00	\$3,035.00
3		FortiAuthenticator-VM License - 100 users, unlimited vCPUs	FAC-VM-BASE	Yes	\$1,495.00	1	\$1,300.00	\$1,300.00
4		Fortinet FortiCare 24X7 Comprehensive Support Technical support (renewal) - for FortiAuthenticator-VM - 1 user - volume - 1-500 licenses - phone consulting - 1 year - 24x7 - for P/N: FG-60C-SFP	FC1-10-0ACVM-248-02-12	Yes	\$299.00	1	\$295.00	\$295.00
5		Base license for stackable FortiAnalyzer-VM	FAZ-VM-BASE	Yes	\$1,800.00	1	\$1,495.00	\$1,495.00
6		FortiAnalyzer Virtual Appliance License - additional 1 GB logs per day, additional 200 GB capacity	FAZ-VM-GB1	Yes	\$600.00	1	\$483.00	\$483.00
7		Fortinet FortiCare 24X7 Comprehensive Support Extended service agreement (renewal) - advance parts replacement - 1 year - shipment - response time: NBD - for P/N: FAZ-VM-BASE, FAZ-VM-BASE-AWS, FAZ-VM-BASE-AZ, FAZ-VM-BASE-NFR	FC110LV0VM-248-02-12	Yes	\$760.00	1	\$695.00	\$695.00

This quote is valid for 30 days from the Quotation Date. Please contact your sales representative for updated pricing if your order is placed after that time period.

RMA Policy: Defective merchandise must be returned within 15 days of receipt of product or manufacturer warranty applies for repair. Non-defective merchandise must be returned within 30 days of receipt. Non-defective product must be unopened and factory-sealed to be eligible for return. Intech Southwest offers a replacement only for unopened software returns.

Subtotal:	\$55,623.00
Product Subtotal:	\$55,623.00
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Total:	\$55,623.00
(List Price:	\$60,349.00)

Returns will only be accepted if accompanied by a valid RMA number provided by Intech Southwest. Some special orders are non-returnable and the manufacturer must be contacted. Intech Southwest reserves the right to refuse the return of incomplete and opened products or charge a 15% restocking fee for returns that are accepted.

Fortinet							
Description	Manufacturer	Part Number	Qty	Unit List Price	Total List Price	Discount. Unit Price	Total Price
1YR 24X7 FORTIEDR-25 DISCOVER MLIC PROTECT&RESPOND&STD MDR SUB Product stocked by manufacturer. Delivery times vary.	Fortinet	FC1-10-FEDR1-357-01-12	16	\$3,225.00	\$51,600.00	\$2,644.00	\$42,304.00
FORTITOKENMOBILE SW 1TIME PW LICS TOKENS 100U LICS Product stocked by manufacturer. Delivery times vary.	Fortinet	FTM-ELIC-100	1	\$3,795.00	\$3,795.00	\$3,100.00	\$3,100.00
FORTIAUTHENTICATOR VM LICS WITHVLIC 100U Product stocked by manufacturer. Delivery times vary.	Fortinet	FAC-VM-BASE	1	\$1,495.00	\$1,495.00	\$1,237.00	\$1,237.00
1YR 24X7 FORTICARE CONTRACT FORSVCS FORTIAUTHENTICATOR 1-500U Product stocked by manufacturer. Delivery times vary.	Fortinet	FC1-10-0ACVM-248-02-12	1	\$299.00	\$299.00	\$355.00	\$355.00
1YR SUB FOR 5GB/DAY CENTRAL CLDS LOGGING&ANALYTICS W/24X7FC IOC&SOC Product stocked by manufacturer. Delivery times vary.	Fortinet	FC1-10-AZVMS-465-01-12	1	\$1,000.00	\$1,000.00	\$820.00	\$820.00
UPGRADE LICS FOR 1GB/DAY OF LICS LOGS & 500GB STORAGE CAPACITY Product stocked by manufacturer. Delivery times vary.	Fortinet	FAZ-VM-GB1	1	\$600.00	\$600.00	\$488.00	\$488.00
1YR 24X7 FORTICARE CONTRACT SVCS Product stocked by manufacturer. Delivery times vary.	Fortinet	FC1-10-LV0VM-248-02-12	1	\$760.00	\$760.00	\$625.00	\$625.00
Grand Total						\$48,929.00	





Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4258	
From:			
Subject: Approval on renewal of Annual "Movies at the Park" program in the amount of \$3,270 for the 2021 season and authorize the Mayor to execute any related documents. . (Staffed by Parks and Recreation Department.)			
Background: This would be the 9th year of "Movies at the Park". In previous year a license agreement was engaged with Dice Productions to produce event based on donations and sponsorships secured by the producer Martin Garcia, Jr. Sponsorship development proved to be difficult during the 2020 season due to the pandemic and cancellation of the program. This years proposal is a direct service proposal from DICE productions in that they will provide all equipment and movie licensing for four events in July for a cost of \$3,270. Proposed dates would be on Thursday nights at Mayor Pablo Pena City Park beginning July 8, 2021. Movies Presented: • July 8: Sonic the Hedgehog • July 15: Monsters Inc. • July 22: Wonder Woman 1984 • July 29: Onward An alternate Friday schedule is also proposed for August 6th, 13th, 20th, and 27th. Fees are budgeted in the Parks & Recreation Department.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ OMAR RODRIGUEZ Mike Perez		Created/Initiated Approved New	

City Manager Comments:

Approve.

Staff Recommendation:

Staff recommends engaging the services of DICE Productions for "Movies in the Park" in the amount of \$3,270 and host event at Mayor Pablo Pena Park in July on Thursday evenings.

Attachments, if any:

DICE Productions Service Proposal

Responsibilities upon Approval:

DICE Productions

Martin Garcia Jr.
4822 N. 5 1/2 W.
Weslaco, TX 78599
Phone 956-463-6251

Service Proposal

DATE: **05/24/2021**

MOVIES AT THE PARK PROPOSAL

City of Weslaco
Parks and Recreations Department
255 S Kansas Ave
Weslaco, TX 78596

MOVIE LOCATION

Harlon Block – 18th St.
Isaac D. Rodriguez Park – 6th St.

SERVICE DESCRIPTION	Movie Licensing Fee	Service Fee	AMOUNT
<u>Public Viewing of Four (4) Movies at the Park (Thursdays)</u> - July 08, 2021: Sonic the Hedgehog - July 15, 2021: Monsters Inc. - July 22, 2021: Wonder Woman 1984 - July 29, 2021: Onward <u>August 6th, 13th, 20th, 27th (Fridays)</u>	\$435 \$435 \$450 \$450		\$1,770.00
DICE Productions will be responsible for: - Movie & Movie Licensing - Projector, Projector Screen, & Sound System		\$375/Movie	\$1,500.00
The City of Weslaco will be responsible for: - Access to Location - Providing utilities (electricity) & restroom accessibility ***Rain-out events will be rescheduled***			
THANK YOU!			TOTAL: \$3,270.00



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4245
From:		
Subject: Discussion and consideration after public hearing on the Adoption and Designation of the Weslaco Reinvestment Zone No. 1 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)		
Background: Staff has solicited a Public Notice, as authorized, in the Monitor newspaper for 30 consecutive days (April 12th and 19th) and notified, via certified mail, all taxing entities of the city's intent to adopt and designate Reinvestment Zone No. 1 for the university apartments downtown. A Public Hearing is scheduled for June 1, 2021 as required by State law.		
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: October 2021.		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Staff advertised a Public Notice for 30 consecutive days (12th and 19th of April 2021)		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ANDREW MUNOZ ANDREW MUNOZ Mike Perez		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: 2020-10_Tax Abatement Policy Guidelines and Criteria October 20 2020 - October 20 2022 (2), Resolution 2020-29, McAllenMonitor_20210412, McAllenMonitor_20210419		
Responsibilities upon Approval: Attorney to draft 380 agreement meeting State requirements.		

**City of Weslaco
Tax Abatement Policy**

PURPOSE

The purpose of this policy is to establish the position of the City of Weslaco with respect to the use of abatement for private development within the City. This policy shall be used as a guide in the application for review and consideration of any requests for abatement assistance.

The City of Weslaco, along with the Weslaco Economic Development Corporation (EDC) , shall consider abatement for projects that serve to accomplish the City's goals for economic development as they may change over time. The goals include facilitating projects that would result on the creation of quality jobs (i.e. stable employment and/or attractive wages and benefits) and the attraction, retention, expansion of business in the City and future tax base.

The City is granted the power to utilize tax abatement financing by Chapter 312 of the Texas Tax Code. Tax abatement in the context is a rebate of taxes, rather than an exemption from paying taxes. It is the intent of the City and the EDC to provide the minimum tax abatement at the shortest term required for the project on a case by case basis, taking into consideration established policies, project criteria, and demand on city services in relation to the potential benefits from the project. Meeting policy criteria does not guarantee the award of tax abatement to the project. Approval or denial of one project is not intended to set precedent for approval or denial of another project.

The City reserves the right to approve or reject projects on a case by case basis, taking into consideration established policies, project criteria, and demand on City services in relation to the potential benefits from the project.

OBJECTIVES

As a matter of adopted policy, the City and the EDC will consider using Tax Abatement to assist private development projects that will achieve one or more of the following objectives:

1. To enhance, diversify, or increase the City of Weslaco's economic base.
2. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.
3. To secure projects that provide value in the forms of needed transportation and other utility infrastructure improvements that would be completed on conjunction with the project.
4. To encourage additional unsubsidized private development in the area, either directly or indirectly through "spin off" development.
5. To facilitate the development process and to achieve development on sites which would not otherwise be developed but-for the use of Tax Abatement.
6. To remove blight and/or encourage redevelopment of commercial and industrial areas in the City that result in high quality redevelopment and private reinvestment.
7. To offset the costs of redevelopment (i.e. contaminated site clean-up) over and above the costs normally incurred in development.

8. To create opportunities for affordable housing.
9. To secure projects that improve the quality of life in the City by providing a desirable good or service and address an unmet demand in the community.

QUALIFICATION STANDARDS

A. Minimum Required Standards

All new abatement project considered by the City and the EDC must meet the following minimum qualifications. Project will be evaluated based on their ability to meet the desired qualification for assistance. However, it should not be presumed that a project meeting any or all the qualifications will automatically be approved. All developers/businesses receiving tax abatement assistance from the City shall be subject to the provisions and requirements set forth by the laws of the State of Texas.

Abatement assistance shall be provided to private developers on a “pay-as-you-go” basis which means any assistance is contingent upon prior receipt of taxes paid by the developer to the City. Request for “up front” financing where the abatement is used to pay a bond will not be considered as part of this policy and may be inquired as a TIF (Tax Increment Financing) project.

1. The project shall meet one or more of the objectives outlined in the Objectives of this policy.
2. The Developer shall provide any requested market and financial feasibility studies, appraisals, private lender commitment, business plan, and/or other information the City or its financial consultant may require in order to process the request for assistance.
3. The developer may be required to provide adequate financial guarantees to ensure the completion of the project. These may include, but not limited to, assessment agreements, letter of credit, personal deficiency guarantees, maximum const contract, etc.
4. The project shall comply with all provisions set forth in the Texas Tax Code.
5. No property tax abatement agreements shall be allowed on a parcel if the abatement will occur while the parcel is in a tax increment financing district.
6. The abatement request must be approved prior to any new construction or improvements being made to the proposed property. The abatement will only be calculated towards the improvement to the land.
7. Development creating a higher ration of property taxes paid before and after the redevelopment will receive priority consideration.
8. Duration an amount limits shall be for the minimum amount necessary to meet financial goals of the project.
9. Developer must be current on all property taxes on all properties located with the City.

EVALUATION CRITERIA

Evaluation of request:

1. Confirmation of the number of preferred qualifications met.
2. Examination of the number of preferred qualifications met.
3. Extra consideration will be given to existing businesses seeking to expand and grow within the City. The extra consideration is an effort to support existing local businesses.
4. Whether or not the proposed project provides services lacking in the City, or services which are needed.
5. The adequacy of the Developer's financial guarantees to ensure completion of the project including, but not limited to, assessment agreements, letters of credit, personal guarantees, or additional documentation as necessary.

ADMINISTRATION

A. Application

1. The City's abatement programs shall be administered by the EDC and the City Commission shall take action to approve/deny a financing request.
2. A completed, written application and a fee as required shall be paid to the City at the time of the submittal of the final application.

B. Approval Process

1. The approval process for a proposal may take anywhere from three weeks to three months including any required public hearings. Public Hearings shall require a minimum of 30 days for public comment.
2. The typical process is as follows:
 - a. EDC staff reviews the application on a preliminary basis; request additional information as needed.
 - b. Completion of a preliminary application form submitted to EDC Executive Director.
 - c. City Staff review completed application as to the feasibility of the project. City staff prepare a preliminary recommendation to the City Commission regarding:
 1. The completeness of the application.
 2. Whether the application meets the goals of this policy.
 3. Whether the application complies with the criteria established in the policy.
 - d. The preliminary recommendation shall be placed on the City Commission agenda for Concept Review. The applicant may make a formal presentation of the project.
 - e. If the preliminary Concept Review is positive, the applicant may file a final application accompanied by an application fee.
 - f. If Planning Commission action is required, it will be necessary for the applicant at this time, to make application to the Commission for Concept Review.
 - g. A public hearing will be set at which the City will consider a final recommendation related to the final application. Following the necessary financial analysis and

GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT AGREEMENTS

Pursuant to Section 312.002 of the Texas Tax Code and to the extent permitted by law, the City hereby establishes the following guidelines and criteria, described in paragraphs 2 through 5 below, governing any and all tax abatement agreements entered into by the City effective for two (2) years from the date of the adoption of Resolution 2020-29 on October 20, 2020.

1. To qualify for tax abatement, and to continue to qualify for tax abatement for the five (5) year period described in paragraph 5 of this Resolution, a business, whether a sole proprietorship, a partnership, or a corporation, must meet the following criteria:
 - (i) The business must be engaged in the active conduct of a trade or business in the Reinvestment Zone;
 - (ii) At least twenty-five (25%) of the business' employees in the Reinvestment Zone must be residents of the Reinvestment Zone or "Economically Disadvantaged Individuals," as defined in paragraph 4 below, and
 - (iii) If the business is already active within the Reinvestment Zone at the time this Resolution is adopted and operates continuously after such date, the business must hire residents of the Reinvestment Zone or economically disadvantaged workers after the adoption of this Resolution so that those individuals constitute at least twenty-five percent (25%) of the business employees in the Reinvestment Zone.
 - (iv) The businesses must give job priority and consideration as follows: residents of the City of Weslaco, Weslaco Independent School District and then Hidalgo County.
2. In addition to meeting all of the criteria described in paragraph 2 above, to qualify for tax abatement such businesses and/or improvements made by such businesses must:
 - (i) Be located wholly within the Reinvestment Zone;
 - (ii) Be qualified under one of the following:
 - (a) To qualify for twenty-five percent (25%) tax abatement, a business must invest between \$1,000,000 and \$2,500,000 in capital investment in the Zone or create between 26 to 50 full time permanent jobs; or
 - (b) To qualify for fifty percent (50%) tax abatement, a business must invest between \$2,500,001 and \$5,000,000 in capital investment in the Zone or create between 51 to 75 full time permanent jobs; or
 - (c) To qualify for seventy-five percent (75%) tax abatement, a business must invest between \$5,000,001 and \$10,000,000 in capital investment in the Zone or create between 76 to 100 full time permanent jobs; or
 - (d) To qualify for one hundred percent (100%) tax abatement, a business must invest over \$10,000,000 in capital investment in the Zone or create over 100 full time permanent jobs.
 - (e) Or to qualify meet the requirements for smaller projects as described in Section 4.

- (iii) Be and remain current on the payment of any and all taxes, of any nature, owed to the City, the County of Hidalgo, and the Weslaco Independent School District;
 - (iv) Conform to the requirements of the City's zoning ordinances and all other applicable laws and regulations of both the City and the County of Hidalgo; and
 - (v) The improvements and/or site work of the same must not begin until after designation of the Enterprise Zone by the Texas Comptroller's Office.
 - (vi) Submit a written application and a fee as required at the time of the submittal of the final application.
3. "Economically Disadvantaged Individual" is defined as an individual with a business meeting the criteria set forth in paragraph 2 above, was unemployed or received public assistance benefits, such as welfare payments and food stamp payments, based on need and intended to alleviate poverty. An individual is unemployed if the individual is not employed and has exhausted all unemployment benefits, whether or not the individual is actively seeking employment.
4. If a business meets all of the guidelines and criteria described in paragraph 2 above, and such business and/or improvements made such business meet the guidelines and criteria described in paragraph 3 above, the City may enter into tax abatement agreements with such businesses, after appropriate consideration of an action on each such agreement as required by law, pursuant to which the City may exempt from taxation for a period of five (5) years from twenty-five percent (25%) to one hundred percent (100%) of the increase in value of taxable existing real property of such business in the City over the same existing real property's value in the year in which such tax abatement agreement is executed according to the below property Tax Abatement Schedule:

PROPERTY TAX ABATEMENT

<u>PERCENT OF VALUE TIME TO BE ABATED</u>	<u>CAPITAL COST OF THE PROJECT</u> OR	<u>NO. OF NEW FULL PERMANENT JOBS CREATED</u>
0%	0 – 1,000,000	0 - 25
25%	1,000,000 – 2,500,000	26 - 50
50%	2,500,001 – 5,000,000	51 – 75
75%	5,000,001 – 10,000,000	76 – 100
100%	OVER – 10,000,000	OVER – 100

or for smaller Investment projects:

Year 1	100 % (One Hundred percent)
Year 2	80% (Eighty percent)
Year 3	60 % (Sixty percent)
Year 4	40% (Forty percent)
Year 5	20% (Twenty percent)
Year 6	0% (Zero percent)

preparation of detailed plans, the City shall act on the project as required in Tax Abatement Statutes. If approved, the City will prepare a development agreement and/or business Subsidy agreement based upon the terms approved.

- h. If a redevelopment plan or zoning action is required, the Planning Commission and City Commission shall take the appropriate action at the same time the redevelopment agreement is considered for approval.

OTHER POLICY ISSUES

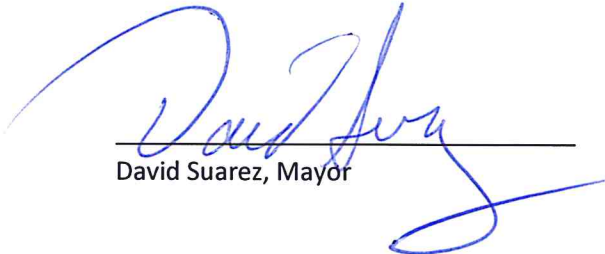
A. Public Use of Tax Abatement

The City shall follow applicable state laws in terms of potential public improvement financing with abatements. It shall be the general policy of the City to identify public improvements at the time of adoption or amendment to the abatement.

B. Assignment of Agreement

The abatement shall not be assigned to a third party without prior written approval by the City Commission.

PASSED AND DULY ADOPTED this 20th day of October 2020 by the City of Weslaco.



David Suarez, Mayor

ATTEST:



Norma A. Cantu, City Secretary

10/20/20
wcc

RESOLUTION NO. 2020-29

THE STATE OF TEXAS	§	A RESOLUTION ELECTING TO PARTICIPATE
COUNTY OF HIDALGO	§	IN TAX ABATEMENTS; ADOPTING POLICY
CITY OF WESLACO		AND GUIDELINES AND CRITERIA GOVERNING
		TAX ABATEMENT AGREEMENTS

WHEREAS, stimulation of business and commercial activity and creation and retention of job opportunities within the City of Weslaco (the "City") and within the City of Weslaco's Extra Territorial Jurisdiction (ETJ) is of the highest priority; and

WHEREAS, new business plan and commercial activity, new jobs, and new investments will benefit the City of Weslaco by bolstering the economy within the City, providing employment opportunities in the City, strengthening the real estate market withing the City, and generation tax revenue to support City services; and

WHEREAS, the abatement of property taxes, as authorized by Chapter 312 of the Texas Tax Code, when offered to retain or expand primary employment or to attract investment, has proven to be an effective method of contributing to the economic development within a city; and

WHEREAS, the City Commission of the City of Weslaco finds that it is in the best interests of the City to provide as an incentive to encourage the development of a productive business environment tax abatement to businesses that meet certain criteria;

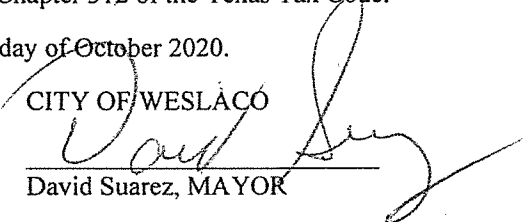
WHEREAS, Chapter 312 of Texas Tax Code authorizes the city to abate taxes in a property in a reinvestment zone and under Section 312.002 states a taxing unit must establish guidelines and criteria governing tax abatement agreements and are hereby attached and adopted; and

WHEREAS, the guidelines and criteria under Section 312.002 of the Tax Code are effective for two (2) years from the date adopted unless during that period they are amended or repealed by a vote of at least three-fourths of the members of the governing body of the taxing unit;

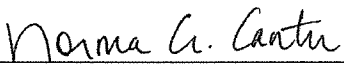
NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO that the City of Weslaco elects to participate in tax abatement and establish policy guidelines and criteria as attached pursuant to Chapter 312 of the Texas Tax Code.

PASSED AND APPROVED this 20th day of October 2020.

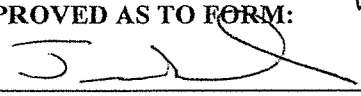
CITY OF WESLACO


David Suarez, MAYOR

ATTEST:


Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:


Juan E. Gonzalez, CITY ATTORNEY

10/20/20
WCC



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Valley Morning Star
1310 S. Commerce,
Harlingen, TX 78550
(956)430-6200

The Brownsville Herald
222 N. Expwy 77, Ste 176
Brownsville, TX 78521
(956)291-3459

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LEGAL/BIDS



REQUEST FOR PROPOSALS

La Joya I.S.D. will accept sealed proposals until 3:00 PM, CT, April 27, 2021 for:

Food & Paper Goods RFP #2021-40

Diagnostic & Development Services for Administrators CSP #2021-41

Proposals will be available online, beginning April 5, 2021. Interested vendors shall access the La Joya I.S.D. e-Bidding website following this link: <http://www.lajoyaisd.com/purchasing>. Please click on the "Online Bidding and Vendor Registration" icon to register and access information related to this solicitation.

Proposals will be unsealed electronically at 3:00 PM, CT, April 27, 2021. Please note: only names of participating vendors will be read publicly. Due to COVID-19 social distancing precautions, a web link will be posted on our e-Bidding website for any vendors interested to participate in the proposal opening remotely. The web link will be posted in the respective solicitation's "Messages" tab.

La Joya I.S.D. reserves the right to accept or reject any or all proposals, and to accept the proposal(s) most advantageous to the District.

LEGAL/BIDS

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NOTICE OF PUBLIC HEARING AND MEETING ON WESLACO REINVESTMENT ZONE NO.1 SCHEDULED FOR MAY 4, 2021

THE CITY OF WESLACO PROPERTY TAX REINVESTMENT ZONE PUBLIC HEARING AND MEETING NOTICE. THE CITY OF WESLACO GIVES NOTICE THAT IT WILL HOLD A PUBLIC HEARING AND A VOTING SESSION MEETING ON MONDAY, MAY 4, 2021, IN THE WESLACO CITY HALL LEGISLATIVE CHAMBERS, LOCATED AT 255 S. KANSAS AVE. WESLACO, TX AT 5:30 P.M. AT THE PUBLIC HEARING, INTERESTED PARTIES MAY SPEAK FOR OR AGAINST THE REINVESTMENT ZONE TO BE KNOWN AS THE WESLACO REINVESTMENT ZONE NO.1. AT THE MEETING, THE CITY WILL CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER CONCERNING ADOPTION AND DESIGNATION OF THE REINVESTMENT ZONE PURSUANT TO THE CITY'S GUIDELINES AND CRITERIA UNDER THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, CHAPTER 312 OF TEXAS TAX CODE. THE PROPOSED REINVESTMENT ZONE COMPRISES OF THE PROPOSED DESIGNATION OF THE FOLLOWING PROPERTY: LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 32, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LEGAL/BIDS

CAUSE NO. F-0843-21-8 IN THE MATTER OF THE MARRIAGE OF ADEFOLAHAN MIKAILA LAWANI VS. YAZMIN CHAVEZ OLVERA THE STATE OF TEXAS

Yazmin Chavez Olvera, RESPONDENT(S),

YOU HAVE BEEN SUED. "You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 o'clock a.m. on the Monday next following the expiration of twenty (20) days after you were served this citation and petition, a default judgment may be taken against you." In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Fina out more at TexasLawHelp.org.

The petition of Adefolahan Mikaila Lawani, Petitioner, was filed in the District Court at Law #8 of Hidalgo County, Texas, on this the 1st day of March, 2020, against Yazmin Chavez Olvera, Respondent, case numbered F-0843-21-8 and entitled IN THE MATTER OF THE MARRIAGE OF Adefolahan Mikaila Lawani VS Yazmin Chavez Olvera . The suit requests that the Court grant a divorce and such other relief requested in the Petition.

The Court has authority in this suit to enter any judgment or decree dissolving the marriage and providing for the division of property that will be binding on you.

Said petition was filed in said court by FABIAN GUERRERO, 3900 W Expressway 83 McAllen TX 78501. 956-627-4878.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at Edinburg, Texas this on this the 5th day of April, 2021.

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
100 N. CLOSNER
EDINBURG, TEXAS 78539
By: DELIA LOREDO, DEPUTY

A True Copy I Certify
J.E. "Eddie" Guerra
Sheriff, Hidalgo County
By: Leonor Gonzalez, #2009
Deputy

LEGAL/BIDS

THE STATE OF TEXAS

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do (does) not file a written answer with the clerk who issued to this citation by 10:00 A.M. on the Monday next after the expiration of forty-two (42) days after the date of issuance of this citation and Petition, a default Judgment may be taken against you." In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

To: Glenda Rivera, DEFENDANT(S)

GREETINGS:

You are hereby commanded to appear by filing a written answer to the Plaintiff's Original Petition at or before 10:00 o'clock A.M. OF THE Monday next after the expiration of forty-two (42) days after the date of issuance of this citation the same being the on this the 19th day of January, 2021 before the Honorable Luis M. Singleterry, 92nd District Court of Hidalgo County, Texas at the Courthouse of said county in Edinburg, Texas. Said PLAINTIFFS FIRST AMENDED PETITION, REQUEST FOR DECLARATORY RELIEF, AND FIRST SET OF DISCOVERY REQUESTS filed in said court on this the 24th day of SEPTEMBER, 2020 in this **Case Numbered C-3033-20-A** on the docket of said court and styled LEGACY HOUSING CORPORATION VS. ERNESTO ALVARADO AND GLENDA RIVERA.

Said petition was filed in said court by Attorney ALEXANDER WOF, 1600 AIRPORT FREEWAY SUITE 100, BEDFORD TEXAS, 76022.

A brief nature of the suit is as follows: **PLAINTIFF(S) PRAY FOR DAMAGES IN AN AMOUNT TO BE PROVEN ALL TRAIL, INCLUDING BUT NOT LIMITED TO ACTUAL DAMAGES, DIRECT AND CONSEQUENTIAL DAMAGES, ATTORNEY FEES AND TAXABLE COURT COSTS.**

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law direct.

ISSUES AND GIVEN UNDER MY HAND AND SEAL of said court at Edinburg, Texas on this the 21st day of January, 2021.

LAURA HINOJOSA, DISTRICT CLERK
100 N. CLOSNER, EDINBURG TEXAS
HIDALGO COUNTY, TEXAS
ALAN GARCIA, DEPUTY CLERK

A True Copy I Certify
J.E. "Eddie" Guerra
Sheriff, Hidalgo County
By: Rene Tijerina #1089, Deputy

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406 Miscellaneous

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McALLEN
April 28 from 9am to 7pm
April 29 from 9am to 4pm
Holiday Inn Express
1800 South 6th Street
McAllen, TX

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May 4 from 9am to 7pm
May 5 from 9am to 2pm
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LEGAL/BIDS

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LEGAL/BIDS

CITY OF WESLACO LEGAL NOTICE

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, May 5, 2021, and the City Commission will hold a public hearing on May 18, 2021, at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue and via Zoom.

Si desea informacion en español, llame al departamento de Planeación de la Ciudad de Weslaco, (956) 447-3403.

Jorge Guajardo is requesting a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit, Food and Beverage Certificate and Mixed Beverage Restaurant permit with FB at 303 N. Texas, also being the N ½ Lot 23 & all of Lot 24, Block 26, Weslaco Original Townsite, Weslaco, Hidalgo County, and Texas.

D&I Restaurants LLC is requesting a Conditional Use Permit to obtain a mixed beverage restaurant permit with FB at 2445 N. International Blvd Ste. 4&5, also being Lot 2, J. Valderas Subdivision, Weslaco, Hidalgo County, and Texas.

Ezequiel Reyna LLC is requesting a Conditional Use Permit to obtain on-premise alcohol permit at 812 W. Interstate 2, also being lot 2, Re-plat Lot#1 Reyna Office Park Unit #1, Weslaco, Hidalgo County, and Texas.

Ruben Salinas is requesting a Conditional Use Permit to obtain a On Premise Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage cartage Permit at 2901 W Business 83 also being the W1.77acres an Irrigation S881.60'-E179.15', Farm Tract 626, West Tract Subdivision, Weslaco, Hidalgo County, Texas

Melden & Hunt Inc. is requesting to rezone 1108 W. Pike Also being .551 of one acre out of Farm Tract 133, West and Adams Tract Subdivision, Weslaco, Hidalgo County, and Texas from R-2 Duplex & apartment district to B-2 Secondary and Highway business district.

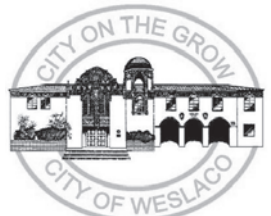
The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before May 5, 2021, for the Planning and Zoning Commission and on or before May 18, 2021, for the City Commission. For additional information, contact the Planning Department at (956) 447-3403

/S/ REBEKAH DE LA FUENTE
Planning Director

LEGAL/BIDS

LEGAL/BIDS

LEGAL/BIDS

**NOTICE OF PUBLIC HEARING AND MEETING ON WESLACO REINVESTMENT ZONE NO.1 SCHEDULED FOR MAY 4, 2021**

THE CITY OF WESLACO PROPERTY TAX REINVESTMENT ZONE PUBLIC HEARING AND MEETING NOTICE. THE CITY OF WESLACO GIVES NOTICE THAT IT WILL HOLD A PUBLIC HEARING AND A VOTING SESSION MEETING ON MONDAY, MAY 4, 2021, IN THE WESLACO CITY HALL LEGISLATIVE CHAMBERS, LOCATED AT 255 S. KANSAS AVE. WESLACO, TX AT 5:30 P.M. AT THE PUBLIC HEARING, INTERESTED PARTIES MAY SPEAK FOR OR AGAINST THE REINVESTMENT ZONE TO BE KNOWN AS THE WESLACO REINVESTMENT ZONE NO.1. AT THE MEETING, THE CITY WILL CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER CONCERNING ADOPTION AND DESIGNATION OF THE REINVESTMENT ZONE PURSUANT TO THE CITY'S GUIDELINES AND CRITERIA UNDER THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, CHAPTER 312 OF TEXAS TAX CODE. THE PROPOSED REINVESTMENT ZONE COMPRISES OF THE PROPOSED DESIGNATION OF THE FOLLOWING PROPERTY: LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 32, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS, HIDALGO COUNTY, TEXAS.

SUDOKU
Fun By The Numbers

		9	4					
	8					3		7
	3	2	1	6	8	5		
2		3	5	1		4		
			2	8	4	7		1
			6		7			
	2				6		5	
	9		3		2	1		6
	5		7			8		4

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PREVIOUS ANSWER:

6	9	5	1	8	4	2	3	7
7	1	2	9	3	6	5	8	4
4	3	8	5	2	7	9	6	1
8	4	6	3	1	5	7	2	9
3	2	1	7	4	9	8	5	6
9	5	7	8	6	2	1	4	3
2	7	9	4	5	3	6	1	8
5	8	3	6	9	1	4	7	2
1	6	4	2	7	8	3	9	5

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Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4262
From:		
Subject: Discussion and consideration on Resolution 2021-34 authorizing grant agreements with the Texas Water Development Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Resolution Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA Mike Perez		Created
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of resolution		
Attachments, if any: TWDB Resolution, R2021-34 support TWDB CO's		
Responsibilities upon Approval:		

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
AMENDING RESOLUTION NO. 20-098 AND
APPROVING THE PROPOSED PURCHASE IN ONE OR MORE SERIES OF
CITY OF WESLACO, TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION,
PROPOSED SERIES 2021A
AND THE EXECUTION OF GRANT AGREEMENTS

(21-066)

WHEREAS, the City of Weslaco (City), located in Hidalgo County, Texas, filed two applications for financial assistance from the Flood Infrastructure Fund (FIF) in accordance with Texas Water Code Chapter 15, Subchapter I; and

WHEREAS, on December 3, 2020, the Texas Water Development Board (TWDB) through Resolution No. 20-098 awarded a commitment to the City for federal matching funds in the amount of \$1,051,000 in financing and \$1,951,708 in grant funds for project no. 40114; and

WHEREAS, the City seeks financial assistance from the TWDB for project no. 40171, a flood project, to finance the planning, design, and construction of a regional detention pond in the amount of \$2,280,000 in financing and \$760,000 in grant funds; and

WHEREAS, the aggregate principal amount of financing the City seeks for project nos. 40114 and 40171 is \$3,331,000; and

WHEREAS, the amount of grant funds the City is eligible to receive from the FIF for project nos. 40114 and 40171 is \$2,711,708; and

WHEREAS, the TWDB proposes to purchase in one or more series of bonds, City of Weslaco, Texas Tax and Revenue Certificates of Obligation (Obligations) and to distribute grant funds apportioned to the aforementioned projects through the execution of separate grant agreements, all as is more specifically set forth in the applications for each project, TWDB Resolution No. 20-098, and in the recommendations of the Executive Administrator's staff; and

WHEREAS, the City has offered a pledge of ad valorem taxes and a subordinate lien on the net revenues of the City's waterworks and sewer system as sufficient security for the repayment of the Obligations; and

WHEREAS, the TWDB has determined that the purchase of the Obligations, in one or more series, is in the best interest of the TWDB in the administration of the FIF and in making public funds available to the City in a cost-effective and efficient manner; and

WHEREAS, the TWDB hereby finds:

1. that the application and financial assistance requested for project no. 40171 meet the requirements of Texas Water Code, Chapter 15, Subchapter I; 31 TAC Chapter 363, Subchapters A and D; and the State Fiscal Year 2020 Flood Intended Use Plan (FIUP);
2. the City has demonstrated a sufficient level of cooperation among eligible political subdivisions and has included all of the eligible political subdivisions substantially affected by the flood project in accordance with Texas Water Code § 15.536(2);
3. that the City has submitted a written memorandum of understanding relating to the management of the project watershed executed by all governing bodies of eligible political subdivisions located in the project watershed, if applicable to the project; and
4. that in its opinion the taxes or revenues pledged by the City will be sufficient to meet all Obligations assumed by the City in accordance with Texas Water Code § 15.536(3); and
5. that the City is eligible to receive grant funding in accordance with Texas Water Code § 15.534 and the FIUP for the project; and
6. that the City has demonstrated that the benefit-cost ratio of the project 40171 meets the requirements of the FIUP; and
7. that the request for financial assistance does not include redundant funding for activities already performed and/or funded through another source, in accordance with the FIUP; and
8. that the City has demonstrated that the application for project 40171 meets the requirements of the FIUP related to the National Flood Insurance Program in the area to be served by the Project; and
9. that the projects were developed using the best and most recent available data, in accordance with the FIUP; and
10. that the City has documented that it has planned for operations and maintenance costs associated with project 40171, in accordance with the FIUP; and
11. that the City has considered possible floodwater capture techniques that could be associated with water supply purposes for project 41071, in accordance with the FIUP; and

12. that the current water audit has been completed by the City and filed with the TWDB in accordance with Texas Water Code § 16.0121.

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

1. The findings and special conditions made by the TWDB in Resolution No. 20-098 for project no. 40114 are affirmed by this Resolution and shall continue to have full force and effect.
2. The commitment made in Resolution No. 20-098 is amended to provide for the City to sell, and the TWDB to purchase, one or more series of bonds from the City for project no. 40114 with a pledge of ad valorem taxes and a subordinate lien on the net revenues of the City's waterworks and sewer system.
3. A commitment is approved to the City of Weslaco for financing by this resolution for project number 40171 in the amount of \$2,280,000 from the Flood Infrastructure Fund and the execution of a Grant Agreement the amount of \$760,000.
4. The aggregate principal amount of funds committed from the FIF to the City of Weslaco for projects no. 40114 and 40171 to be purchased in one or more series of bonds is \$3,331,000. The aggregate principal amount of grants committed from the FIF to the City of Weslaco to be evidenced through the execution of separate Grant Agreements is \$2,711,708.
5. The commitment period in Resolution No. 20-098 is amended to expire concurrently with the commitment period as approved in this Resolution. The commitments of financial assistance made to the City of Weslaco for project nos. 40114 and 40171 will expire on November 30, 2021; however, the Executive Administrator may, at his discretion, grant up to one extension for a maximum of three months.

The commitments for project nos. 40114 and 40171 are conditioned as follows:

Standard Conditions for the Obligation:

1. this commitment is contingent on availability of TWDB funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the City has complied with all of the requirements of the laws under which said Obligations were issued, that said Obligations were issued in conformity with the Constitution and laws of the State of Texas, and that said Obligations are valid and binding obligations of the City;

3. this commitment is contingent upon the City's continued compliance with all applicable laws, rules, policies, and guidance (as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement), including but not limited to 31 TAC Chapter 363;
4. the City shall use a paying agent/registrar in accordance with 31 TAC § 363.42(c)(2);

The Following Conditions Must Be Included in the Obligations:

5. the Obligations must provide that the City will comply with all applicable TWDB laws and rules related to the use of the financial assistance;
6. the Obligations must provide that the Obligations may be called for redemption on any date at a redemption price of par;
7. the Obligations must provide that the City must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued for project no. 40171, including the standard emergency discovery conditions for threatened and endangered species and cultural resources;
8. the Obligations must provide that the City will not begin construction for a portion of the Project until the environmental finding has been issued for the applicable portions of the project no. 40171;
9. the Obligations must contain a provision requiring the City to maintain insurance coverage sufficient to protect the TWDB's interest in the projects;
10. the Obligations must include a provision wherein the City, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the City's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the City's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the City is an obligated person with respect to such bonds under SEC Rule 15c2-12;
11. the Obligations must contain a provision requiring the City to levy a tax and/or maintain and collect sufficient rates and charges to produce revenues in an amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Obligations;

12. the Obligations must include a provision requiring a final accounting to be made of the total sources and authorized use of funds for both projects within 60 days of the completion of the projects;
13. the Obligations must include a provision requiring the City to deposit any bond proceeds from the Obligations that are determined to be surplus proceeds remaining after completion of the projects and completion of a final accounting, including any interest earned on the bond proceeds, into the Interest and Sinking Fund;
14. the Grant Agreements must include provisions stating that the City shall either return or deposit into the Interest and Sinking Fund any grant funds that are determined to be surplus funds remaining after completion of the projects and completion of a final accounting, including any interest earned on the grant funds;
15. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;
16. financial assistance proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256 and the Public Funds Collateral Act, Government Code, Chapter 2257;
17. financial assistance proceeds shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the Project site. The Obligations shall include an environmental indemnification provision wherein the City agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling, and disposition of any contaminated sewage sludge, contaminated sediments, and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials, and employees as a result of activities relating to the Project to the extent permitted by law;
18. the Obligations must contain a provision stating that the City shall abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G;
19. the Obligations must provide that the City will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of § 149(b) of the Code;

20. the Obligations must contain a covenant that the City will refrain from using the proceeds of the Obligations to pay debt service on another issue of obligations of the borrower in contravention of section 149(d) of the Code (related to "advance refundings");
21. the Obligations must contain a provision requiring the City to submit quarterly status reports on the progress of the projects that details information requested by the Executive Administrator. The Executive Administrator may withhold authorization to release funds from escrow or adjust the amount of funds to be released from escrow based on the receipt of the quarterly status reports and the projected quarterly needs for the projects.

Conditions to Close or for Release of Funds for the Projects:

22. prior to closing, the City shall submit documentation evidencing the adoption and implementation of sufficient system rates and charges or, if applicable, the levy of an interest and sinking tax rate sufficient for the repayment of all system debt service requirements;
23. prior to release of funds for the relevant services, and if required under the TWDB's financial assistance program and not previously provided with the application, the City shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel, for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;
24. prior to closing, when any portion of financial assistance is to be held in escrow or in trust, the City shall execute an escrow agreement or trust agreement, segregating the funds provided for each project (approved as to form and substance by the Executive Administrator), and shall submit that executed agreement to the TWDB; and
25. prior to closing, the City's bond counsel must prepare a written, unqualified approving opinion acceptable to the executive administrator. Bond counsel may rely on covenants and representations of the City when rendering this opinion.

PROVIDED, however, the commitment is subject to the following special condition:

Special Condition:

26. prior to closing, the City shall execute separate Grant Agreements in form and substance acceptable to the Executive Administrator for the projects.

APPROVED and ordered of record this, the 20th day of May, 2021.

TEXAS WATER DEVELOPMENT BOARD

Brooke T. Paup
Brooke T. Paup, Chairwoman

DATE SIGNED: May 20, 2021

ATTEST:

Jeff Walker
Jeff Walker, Executive Administrator

RESOLUTION 2021-34

RESOLUTION BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS AUTHORIZING
EXECUTION OF GRANT AGREEMENTS WITH THE TEXAS WATER DEVELOPMENT BOARD

WHEREAS, the City of Weslaco, Texas (the "City") has previously submitted applications to the Texas Water Development Board for financial assistance to fund certain drainage projects of the City;

WHEREAS, the Texas Water Development Board made a commitment to provide financial assistance for TWDB Project No. 40114 in the form of a loan in the amount of \$1,051,000 and a grant in the amount of \$1,951,708 and a loan of \$2,280,000 and a grant in the amount of \$760,000 for TWDB Project No. 40171 to the City to finance the drainage projects upon execution of respective agreements; therefore

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

SECTION 1. Approval of Agreements. The agreements setting out the terms and conditions of the financial assistance between the Texas Water Development Board and the City are approved and the City's Designated Representatives identified below are authorized to execute the agreements on behalf of the City.

SECTION 2. Authorization for Execution. The City Commission of the City hereby authorizes the City Manager, Assistant City Manager, or the Mayor of the City, each a Designated Representative of the City, to execute respective agreements with the Texas Water Development Board for TWDB Project No. 40114 and TWDB Project No. 40171.

SECTION 3. Effective Date. This Resolution shall become effectively immediately after its adoption.

PASSED AND APPROVED, this the 1st day of June 2021.

ATTEST: By: /s/ Norma A. Cantu
City Secretary

By: /s/ David Suarez
Mayor

(Seal)



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4231
From:		
Subject: Discussion and consideration on Ordinance 2021-18 authorizing the issuance of "City of Weslaco, Texas Tax and Revenue Certificates of Obligation, Series 2021A"; approving the terms of a Resolution of the Texas Water Development Board; approving an application for financial assistance, a paying agent/registrar agreement and an escrow agreement; and making other provisions regarding the certificates and other matters related thereto and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-18. Possible action. (Staffed by City Manager.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA Mike Perez		Created
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval		
Attachments, if any: O2021-18 Series 2021A bonds TWDB		
Responsibilities upon Approval:		

ORDINANCE 2021-18

ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF WESLACO, TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A”; APPROVING THE TERMS OF A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE, A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; AND MAKING OTHER PROVISIONS REGARDING THE CERTIFICATES AND OTHER MATTERS RELATED THERETO

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WHEREAS, the City Commission of the City of Weslaco (the “Issuer” or the “City”) deems it advisable to issue Certificates of Obligation hereinafter described (the “Certificates”) for the purposes specified in Section 1 hereof;

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to the Certificate of Obligation Act of 1971, Section 271.041 et seq, Texas Local Government Code, as amended and Chapter 1502, Texas Government Code, as amended (together, the “Act”);

WHEREAS, pursuant to the said provisions of the Act, the city commission (the “City Commission”) of the City authorized, and the City published notice of its intention to issue the Certificates authorized herein once a week for two consecutive weeks in a newspaper, as defined by the Texas Gov’t. Code § 2051.041 et seq., as amended, that is of general circulation in the City, with the first publication of such notice occurring before the 45th day before the date hereof;

WHEREAS, as of the date hereof, neither the City Secretary nor any other official of the City has received a petition signed by at least five percent of the qualified voters of the City protesting the issuance of the Certificates authorized herein;

WHEREAS, the Texas Water Development Board (the “TWDB”) has approved a loan (the “Loan”) to the City in the amount of \$3,331,000 upon the terms and conditions as outlined in the Texas Water Development Board’s Resolution adopted on May 20, 2021;

WHEREAS, it is hereby officially found and determined that public notice of the time, place and purpose of the meeting at which this Ordinance was approved was given, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code as amended; and

WHEREAS, it is considered to be in the best interest of the City that the Certificates be issued and the terms hereafter provided are the most reasonable available and are hereby determined by the City Commission to be in the best interest of the City.

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

Section 1. Authorization of the Certificates. There is hereby authorized to be issued and delivered, a series of certificates of the City to be known as “CITY OF WESLACO, TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A” (the “Certificates”) in the original aggregate principal amount of \$3,331,000, payable from and secured by a subordinated lien on the Net Revenues as specified in Section 12 and further payable from the proceeds of an ad valorem tax levied upon all taxable property within the City, within the limitation prescribed by law, for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, specifically being: (1) drainage improvements including channel widening and a drainage pond; and (2) payment of contractual obligations for professional services in connection therewith (to wit: architectural, engineering, financial advisory, and legal).

Section 2. Designation, Date, Denominations, Numbers, and Maturities of the Certificates.

The Certificates shall be dated as of June 1, 2021 shall be in denominations of \$1,000 each or any integral multiple thereof, shall be numbered I-1 for the Initial Certificate and consecutively from R-1 upward for the Definitive Certificates and shall mature on August 15 in each of the years as provided below unless theretofore called for redemption prior to maturity in accordance with the provisions of the Form of the Certificates contained in Section 6 hereof, and the Certificates shall bear interest at the rates per annum shown below from the date of initial delivery and payable on August 15, 2021 and on each February 15 and August 15 thereafter through the respective maturity date or earlier redemption, to wit:

Years of Stated Maturity (August 15)	Principal Installment	Interest Rate	Years of Stated Maturity (August 15)	Principal Installment	Interest Rate
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Section 3. Paying Agent/Registrar. The principal of and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of and interest on the Certificates shall be without exchange or collection charges to the Owner (as hereinafter defined) of the Certificates.

The selection and appointment of [U.S. Bank, National Association, Houston, Texas,] to serve as the initial Paying Agent/Registrar for the Certificates is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the "Register") for the registration, payment and transfer of the Certificates, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and City may prescribe. The Paying Agent/Registrar has agreed to keep a copy of the Register at its offices, or its agent's offices, located in Houston, Texas. The City covenants to maintain and provide a Paying Agent/Registrar at all times while the Certificates are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The City reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the City agrees to promptly cause a written notice of this substitution to be sent to each Owner of the Certificates by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Both principal of and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Certificates appearing on

the Register (the "Owner" or "Owners") maintained on behalf of the City by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest thereon, and (ii) on the date of surrender of the Certificates for purposes of receiving payment of principal thereof upon redemption of the Certificates or at the Certificates' Stated Maturity. The City and the Paying Agent/Registrar, and any agent of either, shall treat the Owner as the owner of a Certificate for purposes of receiving payment and all other purposes whatsoever, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of the Certificates shall be payable only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its corporate trust office. Interest on the Certificates shall be paid to the Owner whose name appears in the Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Certificates (the "Record Date") and shall be paid (i) by check sent by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Owner appearing in the Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Owner at the Owner's risk and expense.

While TWDB is the Owner of the Certificates, the principal or redemption price of the Certificates shall be payable by wire transfer without exchange or collection charges. Otherwise, principal or redemption price of the Certificates shall be payable 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, upon their presentation and surrender, as they respectively become due and payable, at the principal trust office of the Paying Agent/Registrar. As long as TWDB is the owner of the Certificates, the interest on each Certificate shall be payable by wire transfer without exchange or collection charges dated as of the interest payment date. Otherwise, interest on each Certificate shall be payable in any coin or currency of the United States of America mailed by the Paying Agent/Registrar on or before each interest payment date to the Owner of record as of the Record Date.

If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, 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 day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Certificates was due.

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 interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the Special Payment Date - which shall be 15 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 each Owner appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 4. Right of Prior Redemption. (a) Optional Redemption. The City reserves the right to redeem the Certificates at any time, in whole or part, in inverse order of maturity, in principal amounts of \$1,000 or any integral multiple thereof, at the option of the City, at the redemption price of par thereof plus accrued interest to the date fixed for redemption. If less than all of the Certificates of a particular maturity are to be redeemed, the particular Certificates or portions thereof to be redeemed shall be selected at random and by lot by the Paying Agent/Registrar on behalf of the City.

(b) Notice of Redemption. Notice of any redemption shall be given as provided in the FORM OF CERTIFICATES included in Section 6 hereof. If such notice of redemption is given, and if due

provision for such payment is made, the Certificates, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, and shall not bear interest after the date fixed for their redemption, and shall not be regarded as being outstanding except for the right of the Owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Register all such redemptions of principal of the Certificates or any portion thereof. By the date fixed for any such redemption due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates, or the portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given and if due provision for such payment is made, all as provided above, the Certificates, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities and shall not bear interest after the date fixed for their redemption and shall not be regarded as being outstanding except for the right of the Owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$1,000, at the written request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon the surrender thereof for cancellation, at the expense of the City all as provided in this Ordinance.

Section 5. Initial Certificate; Exchange or Transfer of Certificate. Initially, one Certificate (the "Initial Certificate") numbered I-1 and being in the principal amount of the Certificate shall be registered in the name of the Purchaser 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, and the Initial Certificate shall be effective and valid without the Authentication Certificate being signed by the Paying Agent/Registrar. At any time thereafter, the Owner may deliver the Initial Certificate to the Paying Agent/Registrar for exchange, accompanied by instructions from the Owner or designee designating the persons, maturities, and principal amounts to and in which the Initial Certificate is to be transferred and the addresses of such persons, and the Paying Agent/Registrar shall thereupon, within not more than three days, register and deliver such Certificates upon authorization of the City as provided in such instructions.

Each Certificate shall be transferable 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 form satisfactory to the Paying Agent/Registrar. Upon presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefore, to the extent possible and under reasonable circumstances within three business days after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

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

The City or the Paying Agent/Registrar may require the Owner of any Certificate 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 Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

Section 6. General Characteristics and Form of the Certificates. The Certificates shall be issued, shall be payable, may be redeemable prior to their scheduled maturities, shall have the characteristics, and shall be signed and executed (and the Certificates shall be sealed) all as provided and in the manner indicated in the form set forth below. The Form of the Certificates, the Form of the Registration of the Comptroller of Public Accounts of the State of Texas to be printed and manually endorsed on each of the Initial Certificate, the Form of the Authentication, and the Form of Assignment, which shall be, respectively, substantially as follows, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Ordinance, and the definitions contained within each such form shall apply solely to such form:

FORM OF DEFINITIVE CERTIFICATE

R- _____
REGISTERED

\$ _____
REGISTERED

United States of America
State of Texas
CITY OF WESLACO, TEXAS
TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2021A

<u>DATED DATE:</u> June 1, 2021	<u>INTEREST RATE:</u> %	<u>MATURITY DATE:</u>	<u>DELIVERY DATE:</u> July 22, 2021	<u>CUSIP NUMBER</u>
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REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS
(\$ _____)

THE CITY OF WESLACO, TEXAS (the “City”), a body corporate and municipal corporation located in the County of Hidalgo, State of Texas, 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”), on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Delivery Date specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until such principal sum has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rate of interest specified above 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 August 15, 2021.

PRINCIPAL OF THIS CERTIFICATE shall be payable to the Owner, upon presentation and surrender, at the corporate trust office of U.S. Bank, National Association, Houston, Texas (the “Paying Agent/Registrar”) executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Owner of this Certificate whose name appears on the Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the

month next preceding each interest payment date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on the appropriate date of payment by United States mail, first-class postage prepaid, to the Owner hereof at the address appearing in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Owner hereof at the Owner's risk and expense.

While TWDB is the owner ("Owner") of the Certificates, the principal or redemption price of the Certificates shall be payable by wire transfer without exchange or collection charges. Otherwise, principal or redemption price of the Certificates shall be payable 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, upon their presentation and surrender, as they respectively become due and payable, at the principal trust office of the Paying Agent/Registrar. As long as TWDB is the owner of the Certificates, the interest on each Certificate shall be payable by wire transfer without exchange or collection charges dated as of the Interest Payment Date. Otherwise, interest on each Certificate shall be payable in any coin or currency of the United States of America mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date.

THIS CERTIFICATE is one of the series specified in its title issued in the aggregate principal amount of \$3,331,000 (the "Certificates") pursuant to an Ordinance adopted by the governing body of the City (the "Ordinance"), for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, specifically being: (1) drainage improvements including channel widening and a drainage pond; and (2) payment of contractual obligations for professional services in connection therewith (to wit: architectural, engineering, financial advisory, and legal).

THE CITY RESERVES THE RIGHT to redeem the Certificates at any time, in whole or part in part, in inverse order of maturity, in integral multiples of \$1,000, at the option of the City, at a redemption price of par thereof plus accrued interest to the date fixed for redemption. If less than all of the Certificates of a particular maturity are to be redeemed, the particular Certificates or portions thereof to be redeemed shall be selected at random and by lot by the Paying Agent/Registrar on behalf of the City.

NOTICE OF ANY REDEMPTION shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the Owner of each Certificate, or portion thereof to be redeemed, at its address as it appeared on the Registration Books on the 45th day prior to such redemption date; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption, due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for this Certificate or the portion hereof which is to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Certificate, or the portion thereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the Owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/ Registrar shall record in the Registration Books all such redemptions of principal of this Certificate or any portion hereof. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$1,000, at the written request of the

Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

IF THE DATE for the payment of the principal of or interest on the Certificates 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 business day; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THE CERTIFICATES OF THIS SERIES are payable from the proceeds of an ad valorem tax levied upon all taxable property within the City, within the limitations prescribed by law, and are further payable from and secured by a lien on and pledge of the Pledged Revenues, being the Net Revenues derived from the operation of the City's waterworks sewer system (the "System"), such lien on and pledge of the Net Revenues being subordinate and inferior to the lien on and pledge of such Net Revenues securing payment of any Prior Lien Obligations issued by the City. The City previously authorized the issuance of the currently outstanding Subordinate Lien Obligations, and Limited Pledge Obligations (which are payable, in part, from and secured by a lien on and pledge of a limited amount of the Net Revenues) in the manner provided in the ordinances authorizing the issuance of the currently outstanding Subordinate Lien Obligations, and the Limited Pledge Obligations. In the Ordinance, the City reserves and retains the right to issue Additional Prior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Limited Pledge Obligations, while the Certificates are Outstanding, without limitation as to principal amount but subject to any terms, conditions, or restrictions as may be applicable thereto under law or otherwise. Capitalized terms used herein have the same meanings assigned in the Ordinance.

REFERENCE IS HEREBY MADE to the Ordinance, copies of which are on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Owner by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions under which the City may issue Additional Prior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Limited Pledge Obligations; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Owner; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance.

THIS CERTIFICATE, subject to certain limitations contained in the Ordinance, may be transferred at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Owner hereof, or his duly authorized agent, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

THE CITY AND THE PAYING AGENT/REGISTRAR, and any agent of either, shall treat the Owner hereof whose name appears on the Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the City nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. 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 interest payment (a "Special Record Date") will be established by

the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" - which shall be 15 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 each Owner appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Certificate in order to render the same a legal, valid, and binding obligation of the City have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Certificates does not exceed any constitutional or statutory limitation. In case any provision in this Certificate or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, this Certificate 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 Certificate.

CITY OF WESLACO, TEXAS

City Secretary

Mayor

(CITY SEAL)

* * *

FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS*

***Attach to or print on Initial Certificate only**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has examined and finds that this Certificate has been issued in conformity with the Constitution and laws of the State of Texas and is a valid and binding obligation of the City of Weslaco, Texas, and further that this Certificate has been registered this day by me.

WITNESS my signature and seal of office this _____.

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts
of the State of Texas

* * *

FORM OF AUTHENTICATION CERTIFICATE
***Attach to or print on definitive Certificate only**

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within-mentioned Ordinance, and this Certificate has been issued in conversion of and exchange for, or replacement of, a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

U.S. BANK, NATIONAL ASSOCIATION
Houston, Texas
as Paying Agent/Registrar

Registration Date: _____

By _____
Authorized Signature

* * *

FORM OF ASSIGNMENT

ASSIGNMENT

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

/ _____ (Please insert Social Security or Taxpayer Identification Number of Transferee)	_____ (Please print or typewrite name and address, including zip code, of Transferee)
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the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within Certificate 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 Registered Owner as it appears upon the front of this Certificate 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 Certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing August 15, 2021.

PRINCIPAL OF THIS CERTIFICATE shall be payable to the Owner hereof upon its presentation and surrender, at the corporate trust office of U.S. Bank, National Association, Houston, Texas (the "Paying Agent/Registrar"). Interest shall be payable to the Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last day of the month next preceding each interest payment date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Owner hereof at the address appearing in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Owner hereof.

* * *

[END OF FORMS]

Section 7. Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Section 27 of this Ordinance have the meanings assigned to them in Section 27 of this Ordinance, and all such terms include the plural as well as the singular; (ii) all references in this Ordinance to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Ordinance as a whole and not to any particular Section or other subdivision.

"Additional Limited Pledge Obligations" means (i) any bonds, certificates, warrants, certificates or other obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a limited pledge of and lien on Net Revenues on a parity with the Limited Pledge Obligations, which pledge of revenues all as further provided in Section 18 of this Ordinance and (ii) any obligations issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

"Additional Prior Lien Obligation means (i) any bonds, certificates, warrants, or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues on a parity with the Prior Lien Obligations, all as further provided in Section 18 of this Ordinance, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a subordinate lien on and pledge of the Net Revenues as determined by the City Commission in accordance with any applicable law.

"Additional Subordinate Lien Obligations" means (i) any bonds, certificates, warrants, or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues, all as further provided in Section 18 of this Ordinance on a parity with the Subordinate Lien Obligations, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a subordinate lien on and pledge of the Net Revenues as determined by the City Commission in accordance with any applicable law.

“City” means the City of Weslaco, located in Hidalgo County, Texas and, where appropriate, the City Commission of the City.

“Certificates” means the \$3,331,000 “CITY OF WESLACO, TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A” authorized by this Ordinance.

“Certificate Fund” means the special fund created and established by the provisions of Section 8 of this Ordinance.

“Closing Date” means the date of physical delivery of the Initial Certificate in exchange for the payment of the agreed purchase price for the Certificates.

“Collection Date” shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

“Debt Service Requirement” shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

“Depository” shall mean an official depository bank of the City.

“Fiscal Year” means the annual financial accounting period for the System now ending on September 30th of each year; provided, however, that the City Commission may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

“Government Securities”, as used herein, 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; or (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.

“Gross Revenues” shall mean all of the revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System.

“Interest Payment Date” means the date semiannual interest is payable on the Certificates, being February 15 and August 15 of each year, commencing August 15, 2021, while any of the Certificates remain Outstanding.

“Limited Pledge Obligations” means the currently outstanding Series 2018 Certificates and any Additional Limited Pledge Obligations.

“Maintenance and Operating Expenses” means all reasonable and necessary expenses required for the efficient operation and maintenance of the System as authorized by the provisions of Section 1502.056 of the Texas Government Code, as amended, including, without limitation, administrative expenses, management fees, salaries, labor fees, materials, contractual and professional services necessary for keeping the System in good condition and working order, making all needed repairs, and providing for all needed periodic and non-recurring items of maintenance, as in the judgment of the City Commission, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining Net Revenues.

“Net Revenues” means all gross revenues of the System after deducting the Maintenance and Operating Expenses of the System, including all salaries, labor, material, repairs, and extensions necessary to render efficient services. Depreciation and payments into and out of the Interest and Sinking Fund, and the Reserve Fund shall never be considered as expenses of operation and maintenance.

“Ordinance” means this “Ordinance Authorizing the Issuance of City of Weslaco, Texas Tax and Revenue Certificates of Obligation, Series 2021A; Approving the Terms of a Resolution of the Texas Water Development Board Approving an Application for Financial Assistance, a Paying Agent/Registrar Agreement and an Escrow Agreement; and Other Matters Related Thereto.”

“Outstanding” when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates issued and delivered under this Ordinance, except those Certificates:

(a) canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(b) for which payment has been duly provided by the City in accordance with the provisions of Section 29 of this Ordinance; and

(c) that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided by this Ordinance.

“Owner” or “Owners” shall mean the registered owner, whose name appears in the Register, for any Certificate.

“Pledged Revenues” means, while the Certificates remain Outstanding, and at the sole discretion of the City, the Net Revenues after payment of the Prior Lien Obligations. The Pledged Revenues will be deposited, allocated, and expended in accordance with Section 8 of this Ordinance.

“Prior Lien Obligations” means (i) any bonds, certificates, warrants, or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues and any other Additional Prior Lien Obligations, all as further provided in Section 18 of this Ordinance and (ii) any obligations issued to refund the foregoing that are payable from and secured by a prior and first lien on and pledge of the Net Revenues as determined by the City Commission in accordance with any applicable law.

“Purchaser” shall mean the Texas Water Development Board.

“Series 2012 Certificates” means (i) the currently outstanding and unpaid Certificates payable from ad valorem taxes and additionally payable from and secured by a lien on and subordinate pledge of the Pledged Revenues (as defined in the ordinance authorizing the issuance of the Series 2012 Certificates), more particularly described as the “City of Weslaco, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012,” dated January 15, 2012, and (ii) obligations hereafter issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

“Series 2013 Certificates” means (i) the currently outstanding and unpaid Certificates payable from ad valorem taxes and additionally payable from and secured by a lien on and subordinate pledge of the Pledged Revenues (as defined in the ordinance authorizing the issuance of the Series 2013 Certificates), more particularly described as the “City of Weslaco, Texas Combination Tax and Revenue Certificates of Obligation, Series 2013,” dated August 15, 2013, and (ii) obligations hereafter issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

“Series 2014 Certificates” means (i) the currently outstanding and unpaid Certificates payable from ad valorem taxes and additionally payable from and secured by a lien on and subordinate pledge of the Pledged Revenues (as defined in the ordinance authorizing the issuance of the Series 2014 Certificates), more particularly described as the “City of Weslaco, Texas Combination Tax and Revenue Certificates of Obligation, Series 2014,” dated March 1, 2014, and (ii) obligations hereafter issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

“Series 2018 Certificates” means (i) the currently outstanding and unpaid Certificates payable from ad valorem taxes and additionally payable from and secured by a limited pledge of and lien on net revenues of the System (as defined in the ordinance authorizing the issuance of the Series 2018 Certificates), more particularly described as the “City of Weslaco, Texas Combination Tax and Revenue Certificates of Obligation, Series 2018,” dated September 15, 2018, and (ii) obligations hereafter issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

“Stated Maturity” means the annual principal payments of the Certificates payable on August 15 of each year the Certificates are Outstanding as set forth in Section 2 of this Ordinance.

“Subordinate Lien Obligations” means the (i) the Series 2012 Certificates, (ii) the Series 2013 Certificates, (iii) the Series 2014 Certificates and (iv) the Certificates when issued, and any Additional Subordinate Lien Obligations.

“System” means the City’s entire existing waterworks and sewer system, together with all future extensions, enlargements, additions, replacements, and improvements thereto.

“System Fund” means the fund described in Section 13.

Section 8. Certificate Fund; Project Fund. (a) Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Certificates, there shall be and is hereby created a special fund to be designated “TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A, INTEREST AND SINKING FUND” (the “Certificate Fund”), which fund shall be kept and maintained at the Depository, and money deposited in such fund shall be used for no other purpose and shall be maintained as provided in Section 27. Authorized officials of the City are hereby authorized and directed to make withdrawals from said fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Certificate fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately

available funds to be deposited with the Paying Agent/Registrar on or before the fifteenth day next preceding each interest and principal payment date for the Certificates.

The City, after the deduction of all payments required to be made to the special funds or accounts created for the payment, security, and benefit of any Prior Lien Obligations issued by the City, and any amounts budgeted to be paid there from in such Fiscal Year, shall deposit the Pledged Revenues to the Certificate Fund. The Pledged Revenues, if deposited, shall be expended annually to pay principal of and interest on the Certificates as the same become due and payable. The Pledged Revenues shall be accounted for and transferred to the Paying Agent/Registrar in accordance with the provisions of the previous paragraph of this Section.

Premium, if any, received from the Initial Purchaser of the Certificates shall be deposited to the Certificate Fund and ad valorem taxes levied and collected for the benefit of the Certificates shall be deposited to the Certificate Fund. In addition, any surplus proceeds, including investment income therefrom, from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

(b) Project Fund. A special "City of Weslaco, Texas Tax and Revenue Certificates of Obligation, Series 2021A Project Fund" (the "Project Fund") is hereby created and shall be established and maintained by the City at the Depository. The Project Fund is the fund into which the net proceeds excluding premium, if any, of the Certificates shall be deposited, and money in the Project Fund shall be used to pay the costs necessary or appropriate to accomplish the purposes for which the Certificates are issued. Accrued interest and premium, if any, shall be deposited into the Certificate Fund.

Section 9. Investments and Security. (a) Investment of Funds. Except as otherwise provided herein, the City may place money in any fund created by this Ordinance in time or demand deposits or invest such money as authorized by the Texas Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, consistent with the investment policy approved by the City; provided, however, that the City hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued. Obligations purchased as an investment of money in a fund shall be deemed to be a 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 Project Fund may only be used for one of the purposes for which the Certificates have been issued or deposited in the Certificate Fund. Any amounts received from the investment of the Certificate Fund shall be deposited in the Certificate Fund.

(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.

(d) Remaining Funds. Any amounts remaining in the Project Fund after the purposes for which the Certificates are issued have been accomplished shall be deposited to the Certificate Fund and the Project Fund shall be closed.

Section 10. Perfection of Security. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the proceeds of ad valorem taxes thereto as well as the pledge of the Pledged Revenues additionally securing the Certificates and such pledges are, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledges of the ad valorem taxes and Pledged Revenues are to be subject to the filing requirements of Chapter 9, Texas Business & Commerce

Code, in order to preserve to the registered owners of the Certificates a security interest in such pledges, the City agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledges to occur.

Section 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Certificates being (i) the interest on the Certificates and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars valuation of taxable property in the City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Commission hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Commission establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Commission shall determine:

(i) the amount of Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year; provided, however, that funds in satisfaction of the constitutional annual sinking fund requirement as heretofore provided in this Section 11 must be collected and deposited in the Certificate Fund each year.

(ii) the amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Pledged Revenues, if any, to be appropriated and allocated during such year to pay such Debt Service Requirements, if any, prior to the Collection Date for the ad valorem taxes to be levied; and

(iii) the amount of Pledged Revenues, if any, to be appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding Fiscal Year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (i) above less the sum total of the amounts established in paragraphs (ii) and (iii), after taking into consideration delinquencies and costs of collecting such annual taxes.

Section 12. Pledge of Revenues. The City hereby covenants and agrees that, subject to any prior lien on and pledge of the Net Revenues of the System to the payment and security of (i) any Prior Lien Obligations, the Pledged Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates and the pledge of Pledged Revenues herein made for the payment of the

Certificates shall constitute a lien on the Pledged Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City.

Section 13. System Fund. The City hereby covenants and agrees that all Gross Revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and money of the City and shall be deposited as collected into the "CITY OF WESLACO, TEXAS WATERWORKS AND SEWER SYSTEM FUND" (the "System Fund"). All money deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown:

First: To the payment of the reasonable and proper Maintenance and Operating Expenses required by statute or ordinances authorizing the issuance of any indebtedness of the City to be a first charge on and claim against the Gross Revenues;

Second: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Prior Lien Obligations;

Third: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Subordinate Lien Obligations; and

Fourth: To the payment of the amounts that may be deposited in the special funds and accounts established for the payment of any Limited Pledge Obligations, hereafter issued by the City.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment, security, and benefit thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

Section 14. Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 15. Reserved.

Section 16. Rates and Charges. The City hereby covenants and agrees with the Owners of the Certificates that rates and charges for water and sewer services afforded by the System will be established and maintained to provide Gross Revenues sufficient at all times:

(a) to pay all operating, maintenance, depreciation, replacement, betterment, and other costs incurred in the maintenance and operation of the System, including, but not limited to, Maintenance and Operating Expenses;

(b) to produce Net Revenues sufficient, together with any other lawfully available funds, to pay (i) the interest on and principal of any Prior Lien Obligations issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, (ii) the interest on and principal of any Subordinate Lien Obligations as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, and (iii) the amounts that may

be deposited in the special funds established for the payment of the currently outstanding Limited Pledge Obligations;

(c) to pay other legally incurred indebtedness payable from the Net Revenues and/or secured by a lien on the System or the Net Revenues thereof; and

(d) deposit as collected all revenues derived from the operation of the System into the System Fund.

Section 17. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Owners of any of the Certificates shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any 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 and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

Section 18. Issuance of Additional Prior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Limited Pledge Obligations. The City hereby expressly reserves the right to hereafter issue bonds, certificates, warrants, certificates, or other obligations, payable, wholly or in part, as appropriate, from and secured by a pledge of and lien on the Net Revenues of the System with the following priorities, without limitation as to principal amount, but subject to any terms, conditions, or restrictions applicable thereto under existing ordinances, laws, or otherwise:

(a) Prior Lien Obligations payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System in accordance with any ordinances authorizing any Prior Lien Obligations;

(b) Subordinate Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is subordinate and inferior to the lien on and pledge thereof securing the payment of any Prior Lien Obligations issued and hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the Limited Pledge Obligations; and

(c) Limited Pledge Obligations secured by a lien on and pledge of a limited amount of the Net Revenues in accordance with the provisions of the following paragraph:

Prior Lien Obligations and Subordinate Lien Obligations, may be payable, in whole or in part, from Net Revenues (without impairment of the obligation of contract with the Owners of the Prior Lien Obligations, the Subordinate Lien Obligations, or the Limited Pledge Obligations) upon such terms and conditions as the City Commission may determine. Limited Pledge Obligations, shall not in any event be construed to be payable from the Pledged Revenues authorized by this Ordinance or in the ordinances authorizing the issuance of the Prior Lien Obligations to be budgeted and appropriated for the payment of the Certificates or the Prior Lien Obligations, as appropriate. However, the lien on and pledge of the limited amount of Net Revenues securing, in part, the payment of any Limited Pledge Obligations shall

be subordinate and inferior to the pledge of and lien on the Net Revenues securing the payment of any Prior Lien Obligations, and Subordinate Lien Obligations.

Section 19. Covenants of the City. The City hereby further covenants that:

(a) General Covenants. It has the lawful power to pledge the Pledged Revenues supporting the Certificates and has lawfully exercised said powers under the laws of the State of Texas, including power existing under the Act, and the City's Home Rule Charter;

(b) Title. Other than for the payment of the currently outstanding Subordinate Lien Obligations and Limited Pledge Obligations, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System;

(c) Liens. As long as any Certificates or any interest thereon remain Outstanding, the City will not sell, lease, or encumber (except in the manner provided in Section 19 of this Ordinance) the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System; and

(d) No Free Service. No free service of the System shall be allowed, and should the City or any of its agents or instrumentalities make use of the services and facilities of the System, payment of the reasonable value thereof shall be made by the City out of funds from sources other than the revenues and income of the System.

(e) Insurance. (1) The City shall insure all work during construction and upon completion which is being financed with proceeds of the Certificates and proceeds from the TWDB grant program in any amount sufficient to project the TWDB's interest in the Project as required by 31 TAC Section 375.91(b)(2)(k). The City shall cause to be insured such parts of the System as would usually be insured by municipal corporations operating like properties, against risks, accidents or casualties against which and to the extent insurance is usually carried by corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney of the City gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. All insurance premiums shall be paid as an expense of operation of the System. At any time while any contractor engaged in construction work shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the owners of the Certificate and their representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, the City shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the City. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the City for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be deposited in a special and separate trust fund, at an official depository of the City, to be designated the Insurance Account. The Insurance Account shall be held until such time as other

funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required.

(2) The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of insurance as required hereunder, and shall state whether or not all insurance premiums upon the insurance policies to which reference is made have been paid.

(f) Records. The City will keep proper books of record and account in which full, true and correct entries will be made of all dealings, activities, and transactions relating to the System, the Net Revenues, and 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 of any owner of the Certificate or citizen of the City. To the extent consistent with the provisions of this Ordinance, the City shall keep its books and records in a manner conforming to GAAP as usually would be followed by private corporations owning and operating a similar System, with appropriate recognition being given to essential differences between municipal and corporate accounting practices.

(g) Audits. After the close of each Fiscal Year while any of the Certificates are outstanding, an audit will be made of the books and accounts relating to the System and the Net Revenues by an independent CPA or an independent firm of CPAs. No later than 180 days after the close of each Fiscal year, a copy of such audit shall be mailed to the Municipal Advisory Council of Texas, to each paying agent for any bonds payable from Net Revenues, to any Registered Owner who shall so request in writing, and to the Texas Water Development Board for so long as the Texas Water Development Board is a holder of any bonds of the City payable from revenues of the System. The annual audit reports shall be open to the inspection of the Registered Owner and their agents and representatives at all reasonable times.

(h) Governmental Agencies. The City will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the City has or will obtain and keep in full force and effect all franchises, permits, authorization, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the System.

(i) No Competition. It will not operate, or grant any franchise or, to the extent it legally may, permit the acquisition, construction, or operation of, any facilities which would be in competition with the System, and to the extent that it legally may, the City will prohibit any such competing facilities.

(j) Compliance with the Texas Water Development Board's Rules and Regulations; Insurance. The City covenants to comply with (i) the rules and regulations of the Texas Water Development Board, including, but not limited to, Chapter 15, Subchapter J, Texas Water Code, (ii) the loan document provisions, and (iii) the grant conditions imposed under the TWDB Resolution No. 20-051.

(i) Notwithstanding any other term, condition, requirement or provision contained in this Ordinance, the agency rules and loan document provisions shall control to the extent of any conflict between the Ordinance and such agency rules or such loan document provisions.

(ii) The City agrees to implement an approved water conservation plan.

(iii) The City agrees to comply with any special conditions of the environmental determination issued by the Executive Administrator and affirmed by the Texas Water Development Board.

(k) Special Covenants.

(i) Annual Audit. The City shall perform an annual audit using generally accepted accounting practices.

(ii) Use of Loans Proceeds. The City covenants that all loan proceeds will be timely and expeditiously used as required by federal statute and EPA regulations. The City will adhere to an Executive Administrator-approved project schedule, which shall not be altered except for good cause shown and only with the written approval of the Executive Administrator.

(iii) Surplus Proceeds. The City shall not use loan proceeds from the Certificates that are determined to be surplus proceeds remaining after completion of the Project except for the following purposes as approved by the Executive Administrator: (1) to redeem, in inverse annual order, the Certificates owned by the TWDB; or (2) deposit into the Interest and Sinking Fund or other debt service account for the payment of interest or principal on the Certificates owned by the TWDB.

(iv) Environmental Indemnification/Hold Harmless Provision. The City covenants that the loan proceeds shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The City shall indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.

(v) Remedies. In addition to all the rights and remedies provided by the laws of the State of Texas, the City has covenanted and agreed that in the event the City (i) defaults in the payment of principal of the Certificates when due, or (ii) fails to make the payments to the funds required by this Ordinance, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the following remedies shall have available as stated in this Ordinance. The registered owner or owners of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring officers of the City, to observe and perform any covenant, obligation or condition prescribed in this order. No delay or omission to exercise any right or power accruing upon any default shall impair any such power or right or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies provided are cumulative of all other available remedies and the specification of such shall not be deemed to be exclusive. The TWDB may exercise all remedies available to it in law or equity. Any provisions in this Ordinance or the Certificates restricting or limiting TWDB's full exercise of these remedies shall be of no force and effect.

(vi) Outlay Reports. The City shall submit outlay reports with sufficient documentation on costs (e.g.; invoices, receipts) on a quarterly or monthly basis in accordance with the Texas Water Development Board's outlay report guidelines.

(vii) Final Accounting. The City shall render a final accounting to the Texas Water Development Board in reference to the total cost incurred by the City for the Project together with a copy of "as built" plans of the Project upon completion.

(viii) Standard Emergency Discovery. The City will comply with the standard emergency discovery conditions for threatened and endangered species and cultural resources, as more fully specified in the final environmental finding of the Executive Administrator.

(ix) TWDB Requirements. Notwithstanding anything herein or otherwise to the contrary, the City agrees to the following:

(1) The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 375.3, 33 U.S.C. § 1388, and related State Revolving Fund Policy Guidelines;

(2) That upon completion of the project to be financed with the proceeds of the Ordinances, the proper officials of the City shall cause to be prepared and submitted to the TWDB the following documentation:

(A) a final accounting of the total costs of the project and the expenditure of funds therefor; and

(B) a copy of the construction plans for the project as built and completed.

(3) In addition to other information required by the TWDB, said final accounting shall identify all funds utilized or represented to be available in the City's application, from whatever source derived.

(4) Prior to closing, the City shall adopt and implement the water conservation program approved by the TWDB.

(5) That the City will notify the Executive Administrator, prior to taking any actions, of any intent to alter its legal status in any manner, including, but not limited to, conversion to a conservation or reclamation district or the sale-transfer-merger with another retail public utility.

(6) That the City will not convey or transfer its Ordinances held by TWDB to another entity without the prior written approval of the conveyance and assumption by the TWDB.

(7) That the City will comply with all conditions as specified in the final environmental finding of the Executive Administrator, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

(8) Neither the City nor a related party to the City will acquire any of the TWDB's Source Series Ordinances in an amount related to the amount of the Ordinances.

Section 20. Application of the Covenants and Agreements of the Prior Lien Obligations. It is the intention of the City Commission and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administering and application of Gross Revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in the ordinances authorizing the issuance of any Prior Lien Obligations issued or hereafter issued by the

City; provided, however, that the Owners of the Certificates expressly recognize the priority of rights and benefits with respect to the Net Revenues that may be conferred to the Owners of any Prior Lien Obligations hereafter issued by the City.

Section 21. Notices to Owners, Waiver. Wherever 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 sent by United States mail, first-class postage prepaid, to the address of each Owner as it appears in the Register.

In any case where notice to Owners is given by mail, neither the failure to mail such notice to any particular Owner, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Owners. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner 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 Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 22. Cancellation. All Certificates surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be destroyed as directed by the City.

Section 23. Mutilated, Destroyed, Lost, and Stolen Certificates. If (1) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate or payment in lieu thereof, under this Section, the City may require payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

Section 24. Sale of Certificate; Approval of TWDB Proceedings. The Initial Certificates are hereby sold and shall be delivered to the Purchaser for cash at the price of par and upon the terms and conditions set forth in the resolution of the Purchaser a copy of which is attached as Exhibit “C”. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Certificates shall initially be registered in the name of the Purchaser.

(a) Legal Opinion. The Purchaser’s obligation to accept delivery of the Certificates is subject to their being furnished an opinion of Winstead PC, Bond Counsel, such opinion to be dated and delivered as of the date of delivery and payment for the Certificates.

(b) Registration and Delivery. Upon the registration of the Initial Certificate, the Comptroller of Public Accounts of the State of Texas is authorized and instruct to deliver the Initial Certificate pursuant to the instruction of the Mayor for delivery to the Purchaser.

In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, and the contract executed in connection with the sale of the Certificates , the Mayor, the City Secretary 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 issuance and delivery of the Certificates, 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 the contract executed in connection with the sale of the Certificates and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

(c) Investments; Funds Secured. Money in all funds created, or continued, by this Ordinance (the “Funds”) shall be invested in investments authorized by the Public Funds Investment Act, and, to the extent not invested, shall be secured in the- manner prescribed by the Public Funds Collateral Act (V.T.C.A., Government Code, Chapter 2257).

(d) [RESERVED].

(e) Registration and Delivery. Upon the registration of the Initial Certificate, the Comptroller is authorized and instructed to deliver the Initial Certificate, pursuant to the instruction of the City Mayor, for delivery to the Purchaser.

Section 25. Proceeds of the Sale and Available Funds of the System. (a) Promptly after the delivery of the Certificates, the proceeds from the sale and delivery of the Certificates shall be deposited to the escrow fund to be created and maintained separately from all other funds of the City, as further provided in the Escrow Agreement (defined below), and to be used for the purpose of funding the Project, subject to being withdrawn only with the approval of the Executive Administrator of the Purchaser or another designated representative under the terms of the Escrow Agreement, in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257. The City shall enter into one or more escrow agreements (the “Escrow Agreement”) between the City and U.S. BANK NATIONAL ASSOCIATION, as escrow agent, substantially in the form attached hereto as Exhibit “B”, is adopted herein for purposes of this ordinance. The City shall render a final accounting to the TWDB in reference to the total cost incurred by the City for the improvements described herein.

(b) Costs of Issuance. Proceeds in an amount equal to the costs of issuance of the Certificates shall be applied to pay such costs as the City may arrange.

(c) Unused Proceeds. Unused proceeds, which are those funds unspent after the original approved project is completed, shall be used for enhancements to the original Project that are explicitly approved by the Executive Administrator. If no enhancements are authorized by the Executive Administrator, the City shall submit a final accounting and disposition of any unused funds.

(d) Surplus Proceeds. The City shall use any loan proceeds from the Certificates that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner as approved by the Executive Administrator.

Section 26. Covenants to Undertake Continuing Disclosure. On the basis of the private placement exception to the continuing disclosure requirements set forth in SEC Rule 15c2-12 (the “Rule”), 17 CFR 240.15c2-12, the City has not and does not undertake to provide continuing information about its financial condition, results of operation or other data subsequent to the issuance of the Certificates. Notwithstanding the foregoing, the City covenants to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by the Rule and determined as if the Texas Water Development Board was a “participating underwriter” with the meaning of the Rule, such continuing disclosure undertaking being for the benefit of the Texas Water Development Board and the beneficial owner of the Certificates if the Texas Water Development Board sells or otherwise transfers any of the Certificates and the beneficial owners of the Texas Water Development Board’s bonds if the City is an obligated person with respect to the Texas Water Development Board’s bonds under the Rule. On that basis, the City hereby agrees to provide continuing disclosure as set forth below:

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“EMMA” means the Electronic Municipal Market Access system being established by the MSRB.

“Financial Obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2020, financial information and operating data with respect to the City of the general type included in the Private Placement Memorandum authorized by this Ordinance being the information described therein. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the Private Placement Memorandum, or such other accounting principles as the City may be required to employ from time to

time pursuant to state law or regulation, 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, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA 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 paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) 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) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

The City shall file notice of the following events with respect to the Certificates to the MSRB through EMMA in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, 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 status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of the holders of the Certificates;
8. Redemption calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City.
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, 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, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 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 jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in 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, and (b) the City intends the words used in the immediately preceding paragraphs 15 and 16 and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. 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 Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 11 of this Ordinance that causes Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, 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 Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OF OBLIGATION 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 provision 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 by the City from time to time 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, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (b) of 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) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 27. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except to the extent that it will not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(i) own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except as would not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with

such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except as would not cause the Certificates to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Advance Refundings. The City shall restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates 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).

(i) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder or except to the extent the City complies with Subsection J of this Section:

(j) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(i) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 48(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(ii) As additional consideration for the purchase of the Certificates by the Underwriters and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the

Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, 100% of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, 90% of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iii) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within 180 days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(k) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(l) Certificates Not Hedge Bonds.

(i) The City reasonably expects to spend at least 85% of the spendable proceeds of the Certificates within three years after such Certificates are issued.

(ii) Not more than 50% of the proceeds of the Certificates will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(m) Elections. The City hereby directs and authorizes the Mayor, City Manager, City Secretary, or City Attorney, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document.

Section 28. Book-Entry-Only System. (a) The definitive Certificates shall be initially issued in the name of Cede & Co., as nominee of DTC, as Owner of the Certificates, and held in custody of DTC. A single certificate will be issued and delivered to DTC for each maturity of the Certificates. Beneficial owners of definitive Certificates will not receive physical delivery of Certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Certificates 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 Certificates is to receive, hold, or deliver any Certificates. No person shall acquire or hold any beneficial interest in any Certificate representing a portion of the principal amount of such Certificate which is other than \$1,000 or an integral multiple thereof.

Replacement definitive Certificates may be issued directly to beneficial owners of Certificates 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 Certificates (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

Certificates) that DTC is incapable of discharging its duties as securities depository for the Certificates; or (iii) the City has determined (which determination is conclusive as to DTC and the beneficial owners of the Certificates) that the interests of the beneficial owners of the Certificates 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 Certificates, in certificate form, to the DTC participants having an interest in the Certificates 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 Certificates of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Certificates in certificate form to the DTC participants having an interest in the Certificates 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.

(a) Whenever, during the term of the Certificates, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Ordinance of holding, delivering, or transferring Certificates 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.

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

Section 29. Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Certificates pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Certificates to the Underwriter.

Furthermore, the Mayor, City Manager, City Secretary, or City Attorney, either or all, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Certificates, the approval of the Attorney General, and their registration by the Comptroller of Public Accounts and, together with the City's financial advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Certificate to the Initial Purchaser and the initial exchange thereof for definitive Certificates.

Section 30. Defeasance. (a) Except to the extent provided in subsection (c) of this Section, any Certificate, and the interest thereon, shall be deemed to be paid, retired, and no longer outstanding within the meaning of this Ordinance (a "Defeased Certificate") when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof 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 of any Defeased Certificate. To cause a Certificate scheduled to be paid on a date later than the next scheduled interest payment date on such Certificate to become a Defeased Certificate, the City must, with respect to the Deposit, enter into an escrow or similar agreement with a Depository.

(b) In connection with any defeasance of the Certificates, the City shall cause to be delivered: (i) in the event an escrow or similar agreement has been entered into with a Depository to effectuate such defeasance, a report of an independent firm of nationally recognized certified public accountants, the City's financial advisor, or the Paying Agent verifying the sufficiency of the escrow established to pay the Defeased Certificates in full on the maturity date thereof (the "Verification"); or (ii) in the event no escrow or similar agreement has been entered into, a certificate from the City Manager or Financial Advisor of the City certifying that the amount deposited with a Depository is sufficient to pay the Defeased Certificates in full on the maturity 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 Certificates are no longer outstanding pursuant to the terms hereof and a certificate of discharge of the Paying Agent/Registrar with respect to the Defeased Certificates. 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 Certificates shall remain outstanding hereunder unless and until they are in fact paid and retired or the above criteria are met.

(c) At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, and all herein required criteria have been met, such Certificate 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.

(d) Any money so deposited with a Depository 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 Depository which is not required for the payment of the Defeased Certificates and interest thereon, with respect to which such money has been so deposited, shall be used as directed in writing by the City.

(e) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates 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 31. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 32. Ordinance a Contract; Amendments; Outstanding Certificates. The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Certificates. This Ordinance shall constitute a contract with the Owners from time to time, binding on the City and its successors and assigns, and it shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Owners holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (2) give any preference to

any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition, or rescission.

Section 33. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, Bond Counsel, Paying Agent/Registrar, and the Owners, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, Bond Counsel, Paying Agent/Registrar, and the Owners.

Section 34. Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

Section 35. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 36. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Commission hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 37. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 38. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Commission of the City.

Section 39. Authorization of Paying Agent/Registrar Agreement. The City Commission of the City hereby finds and determines that it is in the best interest of the City to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, and transferability of the Certificates. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

Section 40. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 41. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

Section 42. No Recourse Against City. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Certificate or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificate.

Section 43. Further Procedures. The officers and employees of the City are hereby 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 corporate 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 Private Placement Memorandum, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, and Escrow Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor or the City Manager and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved 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 and as described in the Private Placement Memorandum, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 44. 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 proceedings authorizing the Certificates and that, based upon the principal amount of the Certificates, such fee is \$3,331.00. Bond Counsel is accommodating the City by paying such fee upon 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 Certificates 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 payment with proceeds of the Certificates.

Section 45. 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.

PASSED AND ADOPTED on June 1, 2021.

CITY OF WESLACO, TEXAS

/s/ David Suarez
Mayor

ATTEST:

/s/ Norma Cantu
City Secretary

(CITY SEAL)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of June 1, 2021 (the “Agreement”), by and between the CITY OF WESLACO, TEXAS (the “City”), U.S. BANK NATIONAL ASSOCIATION, Houston, Texas, a national banking association duly organized and existing under the laws of the United States of America and authorized to transact business in the State of Texas (the “Bank”).

RECITALS

WHEREAS, the City has duly authorized and provided for the issuance of its “City of Weslaco, Texas Tax and Revenue Certificates of Obligation, Series 2021A” (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 Certificate 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. Certificates. 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 Certificates. 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 Certificates 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 Certificates and (ii) the amount of interest or amount treating as interest on the Certificates 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.

Section 6.11. Anti-Boycott Verification. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.12. Iran, Sudan, and Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Bank nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13. 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.

[The remainder of this page intentionally left blank.]

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

CITY OF WESLACO, TEXAS

Address:

By: _____
Title: Mayor
255 South Kansas Avenue
Weslaco, Texas 78596

[SEAL]

Attest:

Title: City Secretary

U.S. BANK NATIONAL ASSOCIATION

By: _____

Title: _____

Address: 5555 San Felipe Street, Suite 1150
Houston, Texas 77056

EXHIBIT A
Fee Schedule

EXHIBIT B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “Agreement”), made by and between City of Weslaco, a political subdivision of the State of Texas in Hidalgo County, Texas, (the “City”), acting by and through the City Manager and U. S. BANK NATIONAL ASSOCIATION, as Escrow Agent together with any successor in such capacity;

W I T N E S S E T H:

WHEREAS, pursuant to an Ordinance adopted on June 1, 2021 (the “Ordinance”), the City of Weslaco authorized the issuance of \$3,331,000 City of Weslaco, Texas Tax and Revenue Certificates of Obligation, Series 2021A (the “Certificates”), pursuant to which Ordinance the City will accept certain contractual obligations to obtain financial assistance from the Texas Water Development Board (the “TWDB”) for the purpose of funding certain drainage improvements (the “Project”); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition to the City receiving financial assistance from the TWDB is the deposit of the proceeds of the Certificates (the “Proceeds”) in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Certificates, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). Upon the delivery of the Certificates, the Proceeds identified under TWDB Commitment Number(s) L1001214 and L1001298 shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (Escrow Account(s)) maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds 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 to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled “City of Weslaco Certificates of Obligation, Texas Water Development Board L1001214 and L1001298 Escrow Account” and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Proceeds were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this

Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger,

consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

U.S. BANK NATIONAL ASSOCIATION
5555 San Felipe Street, Suite 1150
Houston, Texas 77056

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

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

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account(s).

SECTION 19: ANTI-BOYCOTT VERIFICATION. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Escrow Agent understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

SECTION 20: IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Escrow Agent nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

City of Weslaco, Texas

By: _____
Authorized Representative

Date: _____

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

(Seal)

U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

By: _____
Title: _____

Date: _____

Address:

(Bank Seal)

EXHIBIT A

Fee Schedule

EXHIBIT C

RESOLUTION OF TWDB

See Tab No. ____



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4264
From:		
Subject: Discussion and consideration to approve Resolution 2021-35 authorizing Publication of Notice of Intention to Issue Certificates of Obligation and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Resolution		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
NORMA CANTU Mike Perez		Created
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: R2021-35 NOI re library, streets, drainage		
Responsibilities upon Approval:		

**RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION
TO ISSUE CERTIFICATES OF OBLIGATION**

WHEREAS, the City Commission (the "City Commission") of the City of Weslaco, Texas (the "City"), finds that financing the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of the public property, as well as the payment of fees for professional services related thereto, described in Exhibit A hereto would be beneficial to the inhabitants of the City, and such property is needed to perform essential governmental functions; and the City Commission has determined that one or more series of certificates of obligation (the "Certificates of Obligation") should be issued pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 *et seq.*, Texas Local Government Code, for such purposes;

WHEREAS, prior to the issuance of the Certificates of Obligation, the City is required to publish notice of its intention to issue the Certificates of Obligation in a newspaper of general circulation in the City, the notice stating (i) the time and place the City Commission tentatively proposes to pass the ordinance authorizing the issuance of the Certificates of Obligation, (ii) the maximum amount of Certificates of Obligation proposed to be issued, (iii) the purposes for which the Certificates of Obligation are to be issued, and (iv) the manner in which the City Commission proposes to pay the Certificates of Obligation;

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

Section 1. Attached hereto and marked Exhibit A is the "Notice of Intention to Issue Certificates of Obligation" (the "Notice"), the form and substance of which are hereby adopted and approved.

Section 2. The Mayor or the City Secretary shall cause the Notice to be published in a newspaper, as defined in Section 2051.044, Texas Government Code, of general circulation in the City for two consecutive weeks, the date of first publication to be at least 45 days prior to the date tentatively set for adoption of one or more ordinances authorizing the issuance of the Certificates of Obligation.

Section 3. The Mayor and the City Secretary are hereby authorized and directed to execute the Certificate to which this Resolution is attached on behalf of the City Commission and to do any or all things proper and necessary to carry out the intent thereof.

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE is hereby given that it is the intention of the City Commission (the "City Commission") of the City of Weslaco, Texas (the "City") to adopt one or more ordinances providing for the issuance of one or more interest-bearing obligations of the City presently contemplated to be designated and known as the "CITY OF WESLACO, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2021B" (the "Certificates of Obligation") for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, purchasing, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, including (i) a City library; (ii) City street improvements; (iii) drainage improvements; and (iv) payment of contractual obligations for professional services in connection therewith (to wit: consulting, engineering, financial advisory, and legal).

The City Commission tentatively proposes to authorize the issuance of the Certificates of Obligation (one or more series) at its regular meeting place at City Hall, Weslaco, Texas, at a meeting of the City Commission to be commenced at 5:30 p.m. on _____, 2021, in a maximum total amount expected not to exceed \$10,000,000. The City Commission proposes to provide for payment of the Certificates of Obligation from a pledge of an annual ad valorem tax, as well as an additional subordinate lien pledge of surplus revenues not to exceed \$1,000 of the City's waterworks and sewer system.

In accordance with the provisions of Subchapter C of Chapter 271, Texas Local Government Code, as amended ("Chapter 271"), the following information has been provided by the City (excludes \$_____ principal amount of outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes; provided, however, that in the event such self-supporting revenues sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations): The current principal of all outstanding debt obligations of the City is \$_____, the combined principal and interest required to pay all currently outstanding debt obligations of the City on time and in full is \$_____, the estimated combined principal and interest required to pay the Certificates of Obligation on time and in full is \$_____, the estimated interest rate for the Certificates of Obligation is _____%, and the maximum maturity date of the Certificates of Obligation will not exceed the maximum allowed by law. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with one or more series of the Certificates of Obligation.

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

CERTIFICATE FOR RESOLUTION

We, the undersigned Mayor and City Secretary of the City of Weslaco, Texas (the "City"), hereby certify as follows:

1. The City Commission of the City (the "City Commission") convened in regular session, open to the public, on June 1, 2021 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Commission, to wit:

David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner District 3

Adrian Farias, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

and all of said persons were present, except _____, thus constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written Resolution entitled:

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

(the "Resolution") was duly introduced for the consideration of the Commission. It was then duly moved and seconded that the Resolution be finally passed and adopted; and after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following vote:

YES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the City Commission's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the City Commission's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the City Commission as indicated therein; each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF WESLACO,
TEXAS ON JUNE 1, 2021.

City Secretary

Mayor

(CITY SEAL)



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4220
From:		
Subject: Discussion and presentation on progress report on proposed projects discussed at City Commission Retreat. (Staffed by City Manager.)		
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):		
NORMA CANTU Mike Perez		Created
City Manager Comments: Presentation only.		
Staff Recommendation:		
Attachments, if any: Proposed Mid-Year Expenditures 2020-2021		
Responsibilities upon Approval:		

PROPOSED MID-YEAR EXPENDITURES
2020/2021

AVAILABLE	2,705,271.00	Date completed	Estimated date of completion	Comment:
PUBLIC WORKS				
Bobcat for sandbags	\$80,000.00	5/11/2021		Bobcat was received on 5/11/21
Backhoe	\$120,000.00		8/31/2021	Requisition has been submitted
New Pick-up 4X4	\$32,000.00		9/30/2021	PO has been issued to vendor
Sidewalk 5' wide/ramps about ½ mile	\$100,000.00		9/30/2021	PW to discuss with Engineering
Sidewalk maintenance	\$50,000.00		10/31/2021	
Sidewalk Federal Transit Authority - match	\$100,000.00			Grant pending FTA review and approval
Railroad crossing	\$100,000.00		7/31/2021	PO has been issued vendor
Speed bump addition Republic	\$10,000.00		7/31/2021	Finalizing quotes and requisition to be submitted 5/28/21
Repave Pena Park parking lot	\$100,000.00		12/31/2021	PW Staff met with Parks and discussed the need to repair curb prior to repaving street
	\$692,000.00			
ENGINEERING				
Signal lights 18th/Bridge	\$125,000.00		Estimated completion is 12/31/21.	Engineering is preparing plans, specifications, and estimate for these traffic signal improvements. Plans are expected to go out for bids in August. Construction will take 5 months due to storage of supplies.
Signal lights Westgate Dr at 6th St	\$125,000.00			
Repairs to existing signal lights (Bridge/6th & Bridge/Pike)	\$60,000.00			
Speed bumps (4 speed bumps)	\$20,000.00		Estimated Completion is July 2021	Ordering and installation will take approximately 6-8 weeks.
Westgate signal synchronization	\$30,000.00		Estimated Completion is 08/21	Engineering services for this project are currently under negotiation. Plans are expected to be ready for bidding in July. Work will take approx. 5 weeks
Airport/6th & Business 83 signal synchronization	\$30,000.00			
	\$390,000.00			
POLICE				
			vehicles to be delivered 05/28/2021 pending outfitting (upon receipt)	- Ordered pending delivery (2 Tahoes / PO# 21-3671) - pending delivery of unit to be outfitted (radio & lighting / PO# 21-3672 & PO# 21-3673)
Police Units (cost saving, Grants 2 Units) - 1 Unit from this	\$65,000.00			City Engineer has a contract with engineering firm
Shooting Range	\$125,000.00			
	\$190,000.00			
AIRPORT				
Ground Power Unit	13,020.00	5/13/2021		
Electric Aircraft Tug	\$43,168.00		60 days as of June	Pending bid approval on cc mtg of 06/01/21
Golf Cart (6 PASSANGER)	14,037.00		Approximately in 30 days	Ordered pending delivery
Utility Tractor	\$56,700.00		60 days as of June	Pending bid approval on cc mtg of 06/01/21
TXW & MVA SIGN	\$3,075.00	5/25/2021		
	\$130,000.00			
PARKS				
				CC authorized CO#1 with Gignac Architects to Design lighted fields; need CO w/ CGC for electrical service; need Award Lighting contract through Buyboard w/ Musco Lighting.
Soccer Field and North Park	\$500,000.00		10/31/21 Lighting	
Trails/Canal ½ mile/12' wide	\$100,000.00		9/30/2021	Park Board to recommend ranked locations to begin; option to begin at Dolores Huerta or North of Ditch at City Park with RDF development.
Christmas Decorations	\$100,000.00		8/31/21 Wreaths 11/30/21 Electrical work	Contract awarded May 18 CC. \$48,215; additional electrical work (outlet repair) needs to be done at several poles.
Tennis Courts - Resurface/Fence/Lights	\$350,000.00		06/30/21 Surfacing and Fence 09/30/21 Lighting	Contract awarded April 6 CC. \$126,550 for resurfacing and fence; MEP hired for lighting design.
One water fountain for bottle filler	\$10,000.00		8/30/2021	Bids open Friday, May 28th.
	\$1,060,000.00			
I.T.				
3 WiFi Pena Park/Harlon Block Park/Isaac Rodriguez Park	\$21,000.00			
	\$24,700.00		Sep-21	Assessment completed by SkySolutions
SUBTOTAL	\$2,483,000.00			
MID YEAR BUDGET AMENDMENT	\$195,580.00			
TOTAL EXPENSES	\$2,678,580.00			
REMAINING	\$26,691.00			

5/28/2021



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4244
From:		
Subject: Discussion and consideration to solicit Requests for Bids for the Fire and Police Station with Municipal Court project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)		
Background: ERO has completed the 100% CD Drawings for both the new fire and police station projects. ERO has presented a cost estimate for both projects that currently exceed the project budgets by approximately \$400,000 with prices increasing due to COVID-19. Staff is seeking authorization to place the projects out for bid.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ANDREW MUNOZ ANDREW MUNOZ Mike Perez		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any:		
Responsibilities upon Approval: Advertise for 30 consecutive days.		



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4260
From:		
Subject: Discussion and consideration to solicit for Construction Management Services for the Fire and Police with Municipal Court project located at 301 N. Bridge and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA ADELAIDA VEGA Mike Perez		Created
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4242	
From:			
Subject: Discussion and consideration to award RFB No.: 2020-21-20 for the purchase of Aircraft Tug in the amount not to exceed \$43,168 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)			
Background: Staff received authorization to solicit bids for a aircraft tug for the Airport. Funding was approved under the Mid-Year Budget amendment. The current aircraft tug exceeded its useful life. Staff received two bids; one from JBT LEKTRO in an amount of \$43,168 and one bid from TOWFLEXX in an amount of \$75,000. Staff recommends awarding to the lowest bidder in an amount to exceed \$43,168.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ANDREW MUNOZ ANDREW MUNOZ Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: ELECTRIC TUG TAB 5.13.2021			
Responsibilities upon Approval:			



CITY OF WESLACO
ELECTRIC AIRCRAFT TUG RFB No.: 2020-21-20
Bid Opening held on: 5/13/2021 @ 11:00 AM via ZOOM

Item	Description	Estimated Qty	JBT LEKTRO 1190 SE FLIGHTLINE DRIVE WARRENTON, OR 97146 DIANE CRABTREE 503-861-2288 diane.crabtree@jbt.com	TOWFLEXX 4900 US HIGHWAY 1 NORTH SAINT AUGUSTINE, FLORIDA 32086 ULRICH NIELEN 904-770-6183 n.nielen@towflexx.com
1	AIRCRAFT TUG	1	Total Price \$43,168.00 60 DAYS 2021 LEKTRO MODEL AP8600A	Total Price \$75,000.00 14 DAYS TOEFLEXX TF 5.5



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4243	
From:			
Subject: Discussion and consideration to award RFB No.: 2020-21-19 for the purchase of a Utility Tractor in the amount not to exceed \$56,700 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)			
Background: Staff received authorization to solicit bids for a utility tractor for the Airport. Funding was approved under the Mid-Year Budget amendment. The current utility tractor has exceeded its useful life. Staff received two bids; one from John Deere / Tellus Equipment in an amount of \$56,700 and one bid from H&V Equipment Services in an amount of \$60,199. Staff recommends awarding to the lowest bidder in an amount to exceed \$56,700.			
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: This item was discussed at the City Commission Retreat held in March 27, 2021.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ANDREW MUNOZ		Created/Initiated	
ANDREW MUNOZ		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: UTILITY TRACTOR TAB 5.13.2021			
Responsibilities upon Approval: Execute Purchase Order.			



CITY OF WESLACO
UTILITY TRACTOR RFB No.: 2020-21-19
Bid Opening held on: 5/13/2021 @ 10:00 AM via ZOOM

Item	Description	Estimated Qty	JOHN DEERE / TELLUS EQUIPMENT 2000 EAST EXPRESSWAY 83 WESLACO, TEXAS 78596 RD MACHEM 956-968-7502 / 956-535-0507 rmachen@tellusequip.com	H&V EQUIPMENT SERVICES 5627 E. HWY 281 PROGRESO, TEXAS 78579 DAVID GRAY 956-239-6146 dgray@hvequipment.com
1	UTILITY TRACTOR	1	Total Price \$56,700.00 90 DAYS JOHN DEERE 5090M	Total Price \$60,199.00 35 DAYS ZETOR P985CS



Standardized Agenda Request Form

Date of Meeting: June 1, 2021	Agenda Item No. (to be assigned by CSO): 2021-4253
From:	
Subject: Discussion and consideration on Change Order #1 for the North Side Sports Complex for addition of 57 days to contract and Change Order #2 for deduct of sidewalks and additional trails in the amount of \$52,122 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)	
Background: Change Order #1: Contractor is requesting to extend contract 22 days due to rain/weather delays (Dec 2020 - May 19, 2021) and 35 days due to lab contracting delays for a total contract extension of 57 days. 210 calendar days beginning December 26, 2020 <u>57 additional days CO#1</u> 267 Project days - Contract Change Order #2 There is an opportunity at this time to connect the existing trails with the contracted trails while the contractor is mobilized on site. Key trail connections from the center of the park to the west boundary trail and center of park to south boundary trail. This change order also included credits realized for reduction of sidewalks near preserved Tepejauje grove and moving septic field closer to restroom. Additional Trails and Credit for Sidewalk deduction Scope of Work \$ 52,122.00 1. Reduction of sidewalks -2238 sf \$ 3.50 \$ (7,833.00) 2. Credit for moving septic tank system -400 lf \$ 12.00 \$ (4,800.00) 3. 2" HMAC over 8" base (12' wide, 1387 long) 16644 sf \$ 3 .75 \$ 62,415.00 4. HMAC crossing for future parking lot (26' wide and 12' on each side of the existing trail) 624 sf \$ 3 .75 \$ 2,340.00 Total cost = \$ 52,122.00 * add 30 calendar days to the contract This can be compensated through the Contingency Allowance. Balance: \$55,000.00 <u>CO#2: \$52,122.00</u> Balance: \$ 2,878 210 calendar days beginning December 26, 2020 Completion Date: July 24, 2021 <u>57 additional days CO#1</u> <u>30 additional days CO#2</u> 297 Project days -Revised days to complete Revised Completion Date: October 19, 2021	

Gignac Architecture has reviewed request and recommends approval.

Funding Source (budget code, if applicable):

Amount:	Term of Impact:	Identified in Current Budget:
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Additional Action Prompted:

Mayor's Signature

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

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

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

OMAR RODRIGUEZ	Created/Initiated
OMAR RODRIGUEZ	Approved
Mike Perez	New

City Manager Comments:

Approve.

Staff Recommendation:

Staff recommends approval.

Attachments, if any:

Change Order Proposal #1 - Weather Delays Dec 2020-May 2021 Lab Delays,
Change Order Proposal #2 - Additional Trails Credit for Sidewalk Reduction, May
2021 Weslaco Park const schedule, Gignac Cost proposal for Additonal Sidewalks,
NORTH SIDE PARK ADD TRAILS

Responsibilities upon Approval:



CHANGE ORDER REQUEST (PROPOSAL)

Project: Weslaco North Side Sports Complex Change Order Request Number: 1
From (Contractor): Celso Gonzalez Construction, Inc.
To: Juan Mujica Date: 5/21/21
Gignac & Associates A/E Project Number: _____
Re: _____ Contract For: City of Weslaco

This Change Order Request (C.O.R.) contains an itemized quotation for changes in the Contract Sum or Contract Time in response to proposed modifications to the Contract Documents based on Proposal Request No. _____.

Description of Proposed Change:

**22 days are being requested for rain/ weather delays days for December 2020 - May 19, 2021.
No work could be done on days in log as site was too muddy to access..**

35 days are being requested due to lab contracting delays.

Please see attached Rain Delay Log and Delay Log.

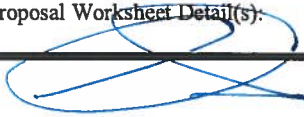
Attached supporting information from: ☐ Subcontractor ☐ Supplier ☐ _____ ☐ _____

Reason For Change:

Contractor believes days requested due to forces out of the contractor's control.

Does Proposed Change involve a change in Contract Sum? ☒ No ☐ Yes [Increase] [Decrease] \$ _____
Does Proposed Change involve a change in Contract Time? ☐ No ☒ Yes [Increase] [Decrease] 57 days

Attached pages: ☐ Proposal Worksheet Summary: _____
☐ Proposal Worksheet Detail(s): _____

Signed by:  Date: 5/21/21

Copies: ☒ Owner ☒ Consultants ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ File

Weather Delay Log

Celso Gonzalez Construction, Inc.

North Side Sports Complex

City of Weslaco

AS OF 5/19/21

Rain Delay Date	Amount of Rain (inches)	No. of Days	Summary of Weather Conditions	Action	Date Approved
1/9/2021	0.12	1	Scattered Rain	Too Muddy to enter site, Unable to work on mass grading (pics)	
1/10/2021	0.24	1	Scattered Rain	Too Muddy to enter site, Unable to work on mass grading (pics)	
1/11/2021	0	1	Cold Weather, Scattered Rain	Too Muddy to enter site, Unable to work on mass grading (pics)	
1/12/2021	0	1	Thunderstorm, Heavy Rains	Too Muddy to enter site, Unable to work on mass grading (pics)	
1/20/2021	0.38	1	Light Rain All Day	Too Muddy to enter site, Unable to work on mass grading (pics)	
1/21/2021	T	1	Light Rain All Day	Too Muddy to enter site, Unable to work on mass grading (pics)	
1/22/2021	T	1	Light Rain All Day	Too Muddy to enter site, Unable to work on mass grading (pics)	
1/23/2021	T	1	Light Rain All Day	Too Muddy to enter site, Unable to work on mass grading (pics)	
1/24/2021	0	1	Heavy morning Fog, drizzle	Too Muddy to enter site, Unable to work on mass grading (pics)	
2/11/2021	T	1	Scattered Rain, Cold	Too wet and cold to work at jobsite	
2/15/2021	T	1	Texas Power Grid Outages, Cold Weather, Scattered Rain	Power out in most of Texas, too cold to work	
2/16/2021	T	1	Texas Power Grid Outages, Cold Weather, Scattered Rain	Power out in most of Texas, too cold to work	
3/1/2021	0.03	1	Light Rain All Day	Too Muddy to enter site, Unable to work on mass grading (pics)	
4/1/2021	0.46	1	Thunderstorms, Heavy Rain	Too wet to pour concrete, Too muddy to enter site (pics)	
5/12/2021	T	1	Rain All Day	Too Muddy to enter site, Unable to work on grading (pics)	
5/13/2021	T	1	Rain All Day	Too Muddy to enter site, Unable to work on grading (pics)	
5/14/2021	0	1	Rain All Day	Too Muddy to enter site, Unable to work on grading (pics)	
5/15/2021	T	1	Light Rain, Dry out day	Too Muddy to enter site, Unable to work on grading (pics)	
5/16/2021	0	1	Dry out Day	Too Muddy to enter site, Unable to work on grading (pics)	
5/17/2021	0	1	Dry out Day	Too Muddy to enter site, Unable to work on grading (pics)	
5/18/2021	T	1	Dry out Day	Too Muddy to enter site, Unable to work on grading (pics)	
5/19/2021	2.59	1	Thunderstorms, Heavy Rain	Local Flood warnings issued, Too Muddy to enter site, Unable to work on grading (pics)	
		22	Total Days as of Date	Pending Owner & Architect Approval	

Weather Delay Log

Celso Gonzalez Construction, Inc.

North Side Sports Complex

City of Weslaco

1/9/21 - 1/24/21



Weather Delay Log

North Side Sports Complex

City of Weslaco

2/11/2021



12:19

The Weather Channel

Donna, TX Weather

Hourly Weather - Donna, TX

As of 1:00 pm CST

Thursday, February 11

1 pm 50° 74%

Thunderstorms

Feels Like 45°

Humidity 87%

Wind N 16 mph

UV Index 3 of 10

2 pm 49° 73%

3 pm 48° 47%

4 pm 51° 32%

5 pm 49° 17%

Today

Hourly

10 Day

Radar

Video

<

○

|||

Weather Delay Log

Celso Gonzalez Construction, Inc.

North Side Sports Complex

City of Weslaco

2/14/21 - 2/15/21

Daily Progress Report

Project: Weslaco Northside park Date: 2/15/2021

Weather: Sunny
Cloudy
Rainy

Temperature: 30

Daily Man Power Report

Trade	Workers	Hours	Equipment in Site
			2 backhoes
Site Work			1 loader
			1 compactor
CGC crew			1 water truck
			1. Excavator
Concrete			1. Moto grader
Utilities sub			
Electricians			

Worked Performed

1	Weather day during the mornming it was very cold and crews did not work , personnel was with no electricy and water in their homes
2	
3	
4	

Daily Progress Report

Project: Weslaco Northside park Date: 2/16/2021

Weather: Sunny
Cloudy
Rainy

Temperature: 30

Daily Man Power Report

Trade	Workers	Hours	Equipment in Site
			2 backhoes
Site Work			1 loader
			1 compactor
CGC crew			1 water truck
			1. Excavator
Concrete			1. Moto grader
Utilities sub			
Electricians			

Worked Performed

1	Weather day during the morning it was very cold and crews did not work , personnel was with no electricity and water in their homes
2	

Weather Delay Log

Celso Gonzalez Construction, Inc.

North Side Sports Complex

City of Weslaco

3/1/2021

Daily Progress Report

Project: Weslaco Northside park

Date: 2/25/2021

Weather: Sunny
Cloudy
Rainy



Temperature: 56

Daily Man Power Report

Trade	Workers	Hours
Site Work	2	4
CGC crew	2	4
Concrete	5	4
Utilities sub	1	8
Plumbers	2	4

Equipment in Site
2 backhoes
1 loader
1 compactor
1 water truck
1. Excavator
1. Moto grader

Worked Performed

1 Site work sub start importing caliche due to the rain around 12 pm , they were stop to
2 avoid having mud in street

3 CGC crew help me get elevations and staking for site work and concrete work in main
4 area of the park

5 Concrete crew came and start removing wood forms from basketball court and clean
ditches in restrooms pads, they took off around 1:30 pm due the rain



Weather Delay Log

Celso Gonzalez Construction, Inc.

North Side Sports Complex

City of Weslaco

4/1/2021

Daily Progress Report

Project: Weslaco Northside park

Date: 4/1/2021

Weather: Sunny
Cloudy
Rainy

Temperature: 70

Daily Man Power Report

Trade	Workers	Hours
Site Work		
CGC crew		
Concrete		
Utilities sub		
Plumbers		

Equipment in Site
1. Excavator
1 loader
1. Compact roller
1. Backhoe

Worked Performed

	Rain day .
2	
3	Concrete crew had scheduled to pour south side sidewalks , trucks arrived but were not able to come in to job site trucks were routed to other job sites by concrete vendor
4	



Weather Delay Log

Celso Gonzalez Construction, Inc.

North Side Sports Complex

City of Weslaco

5/12/21 - 5/19/21

Daily Progress Report

Project: Weslaco Northside park Date: 5/12/2021

Weather: Sunny ☒
Cloudy ☐
Rainy ☐ Temperature: 70

Daily Man Power Report

Trade	Workers	Hours	Equipment in Site
Site Work		8	1. moto grader
CGC crew		8	1. Compact roller
Electricians			1. Backhoe
Concrete		6	1. water truck
Tennis Sub		6	

Worked Performed

1	
2	
3	RAIN DAY

Daily Progress Report

Project: Weslaco Northside park Date: 5/17/2021

Weather: Sunny ☒
Cloudy ☐
Rainy ☐ Temperature: 90

Daily Man Power Report

Trade	Workers	Hours	Equipment in Site
Site Work		8	1. moto grader
CGC crew		8	1. Compact roller
Electricians			1. Backhoe
Concrete	5	2	1. water truck
Tennis Sub		6	

Worked Performed

1	Concrete crew came to work but pad is with water and muddy, crew went back waiting for pad to dry
2	
3	
4	
5	Delay day (Subcontractors cannot work job site wet and silk for machines)
6	
7	
8	
9	Structural Engineer called me he said will send his inspector to check building pad and develop a plan how to work it, since many rains start deteriorating pad.
10	



Explanation of the Preliminary Monthly Climate Data (F6) Product

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - <http://www.ncdc.noaa.gov>.

WFO Monthly/Daily Climate Data

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CXUS54 KBRO 010900

CF6MFE

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: MCALLEN
MONTH: JANUARY
YEAR: 2021
LATITUDE: 26 10 N
LONGITUDE: 98 14 W

TEMPERATURE IN F:					:PCPN:		SNOW:		WIND		:SUNSHINE:		SKY		:PK WND			
1	2	3	4	5	6A	6B	7	8	9	10	11	12	13	14	15	16	17	18
12Z AVG MX 2MIN																		
DY	MAX	MIN	AVG	DEP	HDD	CDD	WTR	SNW	DPH	SPD	SPD	DIR	MIN	PSBL	S-S	WX	SPD	DR
1	56	35	46	-14	19	0	0.00	0.0	0	3.2	10	300	M	M	6	8	12	270
2	69	43	56	-4	9	0	0.00	0.0	0	6.6	15	350	M	M	2		18	350
3	75	40	58	-2	7	0	0.00	0.0	0	5.6	16	150	M	M	0		21	140
4	84	46	65	5	0	0	0.00	0.0	0	3.4	9	150	M	M	1	128	12	160
5	81	63	72	12	0	7	0.00	0.0	0	7.7	18	140	M	M	5	128	27	150
6	80	58	69	9	0	4	0.00	0.0	0	9.5	18	320	M	M	3		25	320
7	76	46	61	1	4	0	0.00	0.0	0	5.5	14	350	M	M	0		17	340
8	71	39	55	-5	10	0	0.00	0.0	0	7.6	18	70	M	M	0		22	60
9	59	49	54	-6	11	0	0.12	0.0	0	8.1	15	70	M	M	9	18	19	60
10	62	42	52	-8	13	0	0.24	0.0	0	14.0	26	350	M	M	10	1	35	320
11	52	40	46	-14	19	0	0.00	0.0	0	10.7	21	340	M	M	10		28	340
12	53	44	49	-11	16	0	0.00	0.0	0	6.6	14	350	M	M	9		20	20
13	66	34	50	-10	15	0	0.00	0.0	0	3.5	10	140	M	M	0		14	150
14	84	40	62	2	3	0	0.00	0.0	0	6.4	21	350	M	M	0		26	360
15	68	43	56	-5	9	0	0.00	0.0	0	8.4	17	30	M	M	0		22	10
16	72	35	54	-7	11	0	0.00	0.0	0	5.5	14	110	M	M	0	8	17	120
17	75	50	63	2	2	0	0.00	0.0	0	5.6	15	80	M	M	3		19	80
18	81	53	67	6	0	2	0.00	0.0	0	13.0	31	140	M	M	5	128	38	140
19	80	68	74	13	0	9	0.02	0.0	0	16.7	28	140	M	M	9	1	36	130
20	68	55	62	1	3	0	0.38	0.0	0	6.7	14	290	M	M	10	1	17	280
21	62	55	59	-2	6	0	T	0.0	0	2.5	8	350	M	M	10	1	10	350
22	78	62	70	9	0	5	M	0.0	0	4.5	12	350	M	M	5	1	16	360
23	78	61	70	9	0	5	T	0.0	0	5.3	15	110	M	M	9	128	18	110
24	86	71	79	18	0	14	0.00	0.0	0	16.9	29	150	M	M	8	18	40	150
25	86	69	78	16	0	13	0.00	0.0	0	10.7	29	150	M	M	6	18	41	140
26	86	65	76	14	0	11	0.00	0.0	0	6.9	18	10	M	M	4	18	23	20
27	78	53	66	4	0	1	T	0.0	0	11.9	29	350	M	M	4	12	36	350
28	72	47	60	-2	5	0	0.00	0.0	0	9.2	16	80	M	M	1		21	80
29	80	50	65	3	0	0	0.00	0.0	0	10.1	21	130	M	M	5		27	150
30	90	64	77	15	0	12	0.00	0.0	0	14.6	28	160	M	M	5		33	160
31	83	62	73	11	0	8	0.00	0.0	0	8.1	20	360	M	M	7	1	23	360
SM	2291	1582			162	91	0.76	0.0		255.0			M		146			
AV	73.9	51.0								8.2	FASTST		M	M	5		MAX(MPH)	

=====

NOTES:

LAST OF SEVERAL OCCURRENCES

COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6) , PAGE 2

STATION: MCALLEN
 MONTH: JANUARY
 YEAR: 2021
 LATITUDE: 26 10 N
 LONGITUDE: 98 14 W

[TEMPERATURE DATA]

[PRECIPITATION DATA]

SYMBOLS USED IN COLUMN 16

AVERAGE MONTHLY: 62.5
 DPTR FM NORMAL: 1.7
 HIGHEST: 90 ON 30
 LOWEST: 34 ON 13

TOTAL FOR MONTH: 0.76
 DPTR FM NORMAL: -0.29
 GRTST 24HR 0.38 ON 20-20
 SNOW, ICE PELLETS, HAIL
 TOTAL MONTH: 0.0 INCH
 GRTST 24HR 0.0
 GRTST DEPTH: 0

1 = FOG OR MIST
 2 = FOG REDUCING VISIBILITY
 TO 1/4 MILE OR LESS
 3 = THUNDER
 4 = ICE PELLETS
 5 = HAIL
 6 = FREEZING RAIN OR DRIZZLE
 7 = DUSTSTORM OR SANDSTORM:
 VSBY 1/2 MILE OR LESS
 8 = SMOKE OR HAZE
 9 = BLOWING SNOW
 X = TORNADO

[NO. OF DAYS WITH]

[WEATHER - DAYS WITH]

MAX 32 OR BELOW: 0	0.01 INCH OR MORE: 4
MAX 90 OR ABOVE: 1	0.10 INCH OR MORE: 3
MIN 32 OR BELOW: 0	0.50 INCH OR MORE: 0
MIN 0 OR BELOW: 0	1.00 INCH OR MORE: 0

[HDD (BASE 65)]

TOTAL THIS MO. 162	CLEAR (SCALE 0-3) 10
DPTR FM NORMAL -28	PTCLDY (SCALE 4-7) 13
TOTAL FM JUL 1 322	CLOUDY (SCALE 8-10) 8
DPTR FM NORMAL -106	

[CDD (BASE 65)]

TOTAL THIS MO. 91	
DPTR FM NORMAL 29	[PRESSURE DATA]
TOTAL FM JAN 1 91	HIGHEST SLP 30.52 ON 11
DPTR FM NORMAL 29	LOWEST SLP 29.62 ON 25

[REMARKS]

#FINAL-01-21#

Explanation of the Preliminary Monthly Climate Data (F6) Product

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - <http://www.ncdc.noaa.gov>.

WFO Monthly/Daily Climate Data

691

CXUS54 KBRO 010900

CF6MFE

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: MCALLEN
MONTH: FEBRUARY
YEAR: 2021
LATITUDE: 26 10 N
LONGITUDE: 98 14 W

TEMPERATURE IN F:					:PCPN:			SNOW:		WIND		:SUNSHINE:				SKY		:PK WND	
1	2	3	4	5	6A	6B	7	8	9	10	11	12	13	14	15	16	17	18	
=====																			
12Z AVG MX 2MIN																			
DY	MAX	MIN	AVG	DEP	HDD	CDD	WTR	SNW	DPTH	SPD	SPD	DIR	MIN	PSBL	S-S	WX	SPD	DR	
=====																			
1	72	48	60	-2	5	0	0.00	0.0	0	7.6	16	360	M	M	M		20	360	
2	75	43	59	-3	6	0	0.00	0.0	0	5.6	13	150	M	M	M	8	17	110	
3	82	52	67	4	0	2	0.00	0.0	0	12.3	25	140	M	M	0		33	140	
4	89	62	76	13	0	11	0.00	0.0	0	12.2	22	160	M	M	0	18	28	170	
5	74	61	68	5	0	3	0.00	0.0	0	9.3	20	360	M	M	7	18	22	350	
6	78	53	66	3	0	1	T	0.0	0	5.3	17	350	M	M	7	12	24	360	
7	82	50	66	3	0	1	0.00	0.0	0	9.5	21	150	M	M	0	1	26	140	
8	84	63	74	11	0	9	0.00	0.0	0	9.8	17	110	M	M	6	1	23	180	
9	86	67	77	13	0	12	0.00	0.0	0	7.9	18	80	M	M	8	128	23	80	
10	85	71	78	14	0	13	0.00	0.0	0	13.7	23	130	M	M	8	18	27	130	
11	72	41	57	-7	8	0	T	0.0	0	14.3	22	350	M	M	10	18	27	360	
12	43	39	41	-23	24	0	T	0.0	0	12.5	22	350	M	M	10	1	27	350	
13	40	36	38	-26	27	0	0.02	0.0	0	11.8	17	340	M	M	10	1	21	340	
14	39	31	35	-29	30	0	0.13	T	0	12.9	24	350	M	M	10	1	31	350	
15	38	22	30	-35	35	0	T	T	0	13.3	25	320	M	M	M	4	35	310	
16	43	25	34	-31	31	0	T	T	0	7.7	15	10	M	M	M	14	20	350	
17	55	31	43	-22	22	0	0.07	T	0	11.4	21	10	M	M	M	148	26	340	
18	50	37	44	-21	21	0	0.01	0.0	0	15.5	28	340	M	M	M		33	340	
19	57	33	45	-20	20	0	0.00	0.0	0	8.7	17	320	M	M	0		22	310	
20	71	32	52	-14	13	0	0.00	0.0	0	7.9	23	130	M	M	0		28	130	
21	84	46	65	-1	0	0	0.00	0.0	0	12.7	30	150	M	M	1		40	140	
22	81	59	70	4	0	5	0.00	0.0	0	7.3	15	90	M	M	6		18	70	
23	84	54	69	3	0	4	0.00	0.0	0	9.2	21	130	M	M	6	128	28	150	
24	91	66	79	13	0	14	0.00	0.0	0	15.1	25	130	M	M	5		32	130	
25	87	67	77	10	0	12	0.00	0.0	0	19.2	31	140	M	M	4	8	38	150	
26	90	67	79	12	0	14	0.00	0.0	0	12.3	24	130	M	M	4	1	30	140	
27	87	71	79	12	0	14	0.00	0.0	0	17.9	26	150	M	M	6	18	36	140	
28	91	71	81	14	0	16	0.00	0.0	0	17.1	26	160	M	M	6	18	33	150	
=====																			
SM	2010	1398			242	131	0.23	T		320.0			M		114				
=====																			
AV	71.8	49.9								11.4	FASTST		M	M	5		MAX(MPH)		
MISC ---->										31	140						40	140	
=====																			

NOTES:

LAST OF SEVERAL OCCURRENCES

COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6) , PAGE 2

STATION: MCALLEN
 MONTH: FEBRUARY
 YEAR: 2021
 LATITUDE: 26 10 N
 LONGITUDE: 98 14 W

[TEMPERATURE DATA]	[PRECIPITATION DATA]	SYMBOLS USED IN COLUMN 16
AVERAGE MONTHLY: 60.9	TOTAL FOR MONTH: 0.23	1 = FOG OR MIST
DPTR FM NORMAL: -3.8	DPTR FM NORMAL: -0.88	2 = FOG REDUCING VISIBILITY
HIGHEST: 91 ON 28,24	GRTST 24HR 0.13 ON 14-14	TO 1/4 MILE OR LESS
LOWEST: 22 ON 15		3 = THUNDER
	SNOW, ICE PELLETS, HAIL	4 = ICE PELLETS
	TOTAL MONTH: T	5 = HAIL
	GRTST 24HR T ON 14-14	6 = FREEZING RAIN OR DRIZZLE
	GRTST DEPTH: 0	7 = DUSTSTORM OR SANDSTORM:
		VSBY 1/2 MILE OR LESS
		8 = SMOKE OR HAZE
[NO. OF DAYS WITH]	[WEATHER - DAYS WITH]	9 = BLOWING SNOW
		X = TORNADO
MAX 32 OR BELOW: 0	0.01 INCH OR MORE: 4	
MAX 90 OR ABOVE: 3	0.10 INCH OR MORE: 1	
MIN 32 OR BELOW: 5	0.50 INCH OR MORE: 0	
MIN 0 OR BELOW: 0	1.00 INCH OR MORE: 0	
[HDD (BASE 65)]		
TOTAL THIS MO. 242	CLEAR (SCALE 0-3) 6	
DPTR FM NORMAL 136	PTCLDY (SCALE 4-7) 11	
TOTAL FM JUL 1 564	CLOUDY (SCALE 8-10) 11	
DPTR FM NORMAL 31		
[CDD (BASE 65)]		
TOTAL THIS MO. 131		
DPTR FM NORMAL 34	[PRESSURE DATA]	
TOTAL FM JAN 1 222	HIGHEST SLP 30.62 ON 19	
DPTR FM NORMAL 65	LOWEST SLP 29.69 ON 4	

[REMARKS]
 #FINAL-02-21#

[Explanation of the Preliminary Monthly Climate Data \(F6\) Product](#)

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - <http://www.ncdc.noaa.gov>.

WFO Monthly/Daily Climate Data

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CXUS54 KBRO 021547

CF6MFE

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: MCALLEN
 MONTH: MARCH
 YEAR: 2021
 LATITUDE: 26 10 N
 LONGITUDE: 98 14 W

TEMPERATURE IN F:					:PCPN:			SNOW:		WIND		:SUNSHINE:				SKY		:PK WND	
1	2	3	4	5	6A	6B	7	8	9	10	11	12	13	14	15	16	17	18	
=====																			
12Z AVG MX 2MIN																			
DY	MAX	MIN	AVG	DEP	HDD	CDD	WTR	SNW	DPTH	SPD	SPD	DIR	MIN	PSBL	S-S	WX	SPD	DR	
=====																			
1	76	54	65	-3	0	0	0.03	0.0	0	13.9	26	350	M	M	9	18	34	360	
2	66	50	58	-10	7	0	T	0.0	0	10.9	21	320	M	M	8		28	320	
3	78	47	63	-5	2	0	0.00	0.0	0	5.9	16	90	M	M	0		25	90	
4	85	54	70	2	0	5	0.00	0.0	0	11.6	24	130	M	M	5	1	30	150	
5	88	64	76	8	0	11	0.00	0.0	0	9.5	21	350	M	M	6	8	28	360	
6	76	56	66	-3	0	1	0.00	0.0	0	13.2	23	350	M	M	1		28	340	
7	74	49	62	-7	3	0	0.00	0.0	0	7.3	16	70	M	M	6		22	70	
8	76	61	69	0	0	4	T	0.0	0	10.5	21	120	M	M	7	8	25	120	
9	85	62	74	5	0	9	0.00	0.0	0	17.0	29	130	M	M	5	8	36	120	
10	88	65	77	7	0	12	0.00	0.0	0	18.9	32	130	M	M	4	8	42	130	
11	87	70	79	9	0	14	0.00	0.0	0	21.3	31	130	M	M	7	8	37	130	
12	88	71	80	10	0	15	T	0.0	0	19.2	29	120	M	M	7		36	130	
13	88	72	80	10	0	15	0.00	0.0	0	21.0	32	130	M	M	7		40	120	
14	78	65	72	2	0	7	T	0.0	0	12.9	26	150	M	M	7		33	140	
15	85	62	74	3	0	9	T	0.0	0	5.0	16	150	M	M	6		20	140	
16	87	70	79	8	0	14	T	0.0	0	12.4	22	140	M	M	8	18	28	140	
17	95	67	81	10	0	16	0.00	0.0	0	14.6	31	360	M	M	4	8	39	350	
18	83	58	71	0	0	6	0.00	0.0	0	9.3	21	360	M	M	0		25	10	
19	80	50	65	-7	0	0	0.00	0.0	0	7.7	16	80	M	M	0		25	20	
20	80	50	65	-7	0	0	0.00	0.0	0	5.7	20	80	M	M	0		24	70	
21	83	54	69	-3	0	4	0.00	0.0	0	13.0	25	110	M	M	3		31	120	
22	86	63	75	3	0	10	0.00	0.0	0	18.7	35	130	M	M	7	8	41	130	
23	91	68	80	8	0	15	T	0.0	0	8.8	22	140	M	M	5	18	26	140	
24	88	69	79	6	0	14	0.00	0.0	0	9.8	22	150	M	M	6	18	28	150	
25	90	59	75	2	0	10	0.00	0.0	0	11.4	29	350	M	M	2	18	35	340	
26	87	54	71	-2	0	6	0.00	0.0	0	7.8	18	120	M	M	2		22	110	
27	97	72	85	12	0	20	0.00	0.0	0	16.1	26	120	M	M	4	18	33	120	
28	77	62	70	-3	0	5	0.05	0.0	0	12.7	29	20	M	M	10	18	42	10	
29	67	58	63	-11	2	0	T	0.0	0	7.9	13	60	M	M	10		21	10	
30	89	63	76	2	0	11	0.00	0.0	0	14.2	25	150	M	M	6	1	35	150	
31	92	66	79	5	0	14	0.07	0.0	0	12.7	28	20	M	M	8	13	34	20	
=====																			
SM	2590	1885			14	247	0.15	0.0		380.9			M		160				
=====																			
AV	83.5	60.8								12.3	FASTST		M	M	5		MAX(MPH)		

MISC ----> 35 130

42 130

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NOTES:

LAST OF SEVERAL OCCURRENCES

COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6) , PAGE 2

STATION: MCALLEN
MONTH: MARCH
YEAR: 2021
LATITUDE: 26 10 N
LONGITUDE: 98 14 W

[TEMPERATURE DATA]

[PRECIPITATION DATA]

SYMBOLS USED IN COLUMN 16

AVERAGE MONTHLY: 72.2
DPTR FM NORMAL: 1.4
HIGHEST: 97 ON 27
LOWEST: 47 ON 3

TOTAL FOR MONTH: 0.15
DPTR FM NORMAL: -0.88
GRTST 24HR 0.07 ON 31-31
SNOW, ICE PELLETS, HAIL
TOTAL MONTH: 0.0 INCH
GRTST 24HR 0.0
GRTST DEPTH: 0

1 = FOG OR MIST
2 = FOG REDUCING VISIBILITY
TO 1/4 MILE OR LESS
3 = THUNDER
4 = ICE PELLETS
5 = HAIL
6 = FREEZING RAIN OR DRIZZLE
7 = DUSTSTORM OR SANDSTORM:
VSBY 1/2 MILE OR LESS
8 = SMOKE OR HAZE
9 = BLOWING SNOW
X = TORNADO

[NO. OF DAYS WITH]

[WEATHER - DAYS WITH]

MAX 32 OR BELOW:	0	0.01 INCH OR MORE:	3
MAX 90 OR ABOVE:	5	0.10 INCH OR MORE:	0
MIN 32 OR BELOW:	0	0.50 INCH OR MORE:	0
MIN 0 OR BELOW:	0	1.00 INCH OR MORE:	0

[HDD (BASE 65)]

TOTAL THIS MO.	14	CLEAR (SCALE 0-3)	8
DPTR FM NORMAL	-24	PTCLDY (SCALE 4-7)	18
TOTAL FM JUL 1	578	CLOUDY (SCALE 8-10)	5
DPTR FM NORMAL	3		

[CDD (BASE 65)]

TOTAL THIS MO.	247		
DPTR FM NORMAL	29	[PRESSURE DATA]	
TOTAL FM JAN 1	469	HIGHEST SLP 30.38 ON	8
DPTR FM NORMAL	92	LOWEST SLP 29.52 ON	24

[REMARKS]

#FINAL-03-21#

[Explanation of the Preliminary Monthly Climate Data \(F6\) Product](#)

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - <http://www.ncdc.noaa.gov>.

WFO Monthly/Daily Climate Data

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CXUS54 KBRO 010800

CF6MFE

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: MCALLEN
 MONTH: APRIL
 YEAR: 2021
 LATITUDE: 26 10 N
 LONGITUDE: 98 14 W

TEMPERATURE IN F:						:PCPN:		SNOW:		WIND		:SUNSHINE:				SKY		:PK WND	
1	2	3	4	5	6A	6B	7	8	9	10	11	12	13	14	15	16	17	18	
=====																			
12Z AVG MX 2MIN																			
DY	MAX	MIN	AVG	DEP	HDD	CDD	WTR	SNW	DPTH	SPD	SPD	DIR	MIN	PSBL	S-S	WX	SPD	DR	
=====																			
1	67	57	62	-12	3	0	0.46	0.0	0	10.6	21	20	M	M	10	1	25	360	
2	76	56	66	-8	0	1	0.00	0.0	0	9.1	20	120	M	M	9		23	120	
3	77	61	69	-5	0	4	0.00	0.0	0	12.8	21	130	M	M	9		26	110	
4	82	64	73	-2	0	8	0.00	0.0	0	12.4	22	110	M	M	5		27	110	
5	86	62	74	-1	0	9	0.00	0.0	0	13.3	25	130	M	M	6	1	31	110	
6	88	68	78	3	0	13	0.00	0.0	0	19.2	30	140	M	M	8	8	38	160	
7	97	71	84	9	0	19	0.00	0.0	0	13.4	24	150	M	M	6	8	31	150	
8	97	69	83	8	0	18	0.00	0.0	0	9.5	23	140	M	M	3	18	27	130	
9	102	73	88	12	0	23	0.00	0.0	0	13.5	25	150	M	M	3	18	34	160	
10	96	71	84	8	0	19	0.00	0.0	0	9.3	22	70	M	M	4	18	28	90	
11	90	67	79	3	0	14	0.00	0.0	0	7.3	17	110	M	M	4	18	22	100	
12	91	71	81	5	0	16	0.00	0.0	0	10.9	18	80	M	M	6	18	25	120	
13	88	74	81	5	0	16	T	0.0	0	6.9	13	70	M	M	8	18	18	70	
14	95	75	85	9	0	20	0.00	0.0	0	8.5	20	130	M	M	7	8	24	140	
15	91	76	84	8	0	19	T	0.0	0	11.6	20	110	M	M	9	18	23	110	
16	92	77	85	8	0	20	T	0.0	0	8.3	20	70	M	M	9	18	22	70	
17	79	58	69	-8	0	4	0.28	0.0	0	12.3	25	20	M	M	10	13	35	10	
18	71	57	64	-13	1	0	0.00	0.0	0	11.0	20	350	M	M	10		24	360	
19	76	61	69	-8	0	4	0.00	0.0	0	5.9	13	90	M	M	8		18	40	
20	87	56	72	-5	0	7	0.00	0.0	0	5.3	20	110	M	M	0		24	100	
21	76	61	69	-8	0	4	0.00	0.0	0	11.8	20	60	M	M	5		25	80	
22	83	65	74	-4	0	9	0.00	0.0	0	14.4	22	120	M	M	10		27	120	
23	93	75	84	6	0	19	T	0.0	0	16.1	28	140	M	M	8	18	34	140	
24	103	69	86	8	0	21	0.00	0.0	0	8.9	21	350	M	M	2	18	27	360	
25	96	65	81	3	0	16	0.00	0.0	0	11.3	23	130	M	M	2	128	28	130	
26	91	71	81	3	0	16	0.00	0.0	0	18.1	28	130	M	M	9	18	38	120	
27	94	75	85	7	0	20	0.00	0.0	0	18.8	32	140	M	M	5	8	40	140	
28	99	77	88	9	0	23	0.00	0.0	0	22.4	35	130	M	M	7	8	43	130	
29	96	73	85	6	0	20	T	0.0	0	13.3	30	140	M	M	7	8	42	140	
30	84	68	76	-3	0	11	M	0.0	0	9.5	16	290	M	M	9	13	22	310	
=====																			
SM	2643	2023			4	393	0.74	0.0		355.7			M		198				
=====																			
AV	88.1	67.4								11.9	FASTST		M	M	7		MAX(MPH)		
=====																			
MISC ---->										35	130						43	130	

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NOTES:

LAST OF SEVERAL OCCURRENCES

COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6) , PAGE 2

STATION: MCALLEN
 MONTH: APRIL
 YEAR: 2021
 LATITUDE: 26 10 N
 LONGITUDE: 98 14 W

[TEMPERATURE DATA]

[PRECIPITATION DATA]

SYMBOLS USED IN COLUMN 16

AVERAGE MONTHLY: 77.8
 DPTR FM NORMAL: 1.3
 HIGHEST: 103 ON 24
 LOWEST: 56 ON 20, 2

TOTAL FOR MONTH: 0.74
 DPTR FM NORMAL: -0.60
 GRTST 24HR 0.46 ON 1- 1
 SNOW, ICE PELLETS, HAIL
 TOTAL MONTH: 0.0 INCH
 GRTST 24HR 0.0
 GRTST DEPTH: 0

1 = FOG OR MIST
 2 = FOG REDUCING VISIBILITY
 TO 1/4 MILE OR LESS
 3 = THUNDER
 4 = ICE PELLETS
 5 = HAIL
 6 = FREEZING RAIN OR DRIZZLE
 7 = DUSTSTORM OR SANDSTORM:
 VSBY 1/2 MILE OR LESS
 8 = SMOKE OR HAZE
 9 = BLOWING SNOW
 X = TORNADO

[NO. OF DAYS WITH]

[WEATHER - DAYS WITH]

MAX 32 OR BELOW: 0
 MAX 90 OR ABOVE: 16
 MIN 32 OR BELOW: 0
 MIN 0 OR BELOW: 0

0.01 INCH OR MORE: 2
 0.10 INCH OR MORE: 2
 0.50 INCH OR MORE: 0
 1.00 INCH OR MORE: 0

[HDD (BASE 65)]

TOTAL THIS MO. 4
 DPTR FM NORMAL -4
 TOTAL FM JUL 1 582
 DPTR FM NORMAL 8

CLEAR (SCALE 0-3) 4
 PTCLDY (SCALE 4-7) 16
 CLOUDY (SCALE 8-10) 10

[CDD (BASE 65)]

TOTAL THIS MO. 393
 DPTR FM NORMAL 39
 TOTAL FM JAN 1 862
 DPTR FM NORMAL 131

[PRESSURE DATA]

HIGHEST SLP M ON M
 LOWEST SLP 29.51 ON 9

[REMARKS]

#FINAL-04-21#

[Explanation of the Preliminary Monthly Climate Data \(F6\) Product](#)

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - <http://www.ncdc.noaa.gov>.

WFO Monthly/Daily Climate Data

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CXUS54 KBRO 200800

CF6MFE

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: MCALLEN
 MONTH: MAY
 YEAR: 2021
 LATITUDE: 26 10 N
 LONGITUDE: 98 14 W

TEMPERATURE IN F:					:PCPN:		SNOW:		WIND		:SUNSHINE:		SKY		:PK WND			
1	2	3	4	5	6A	6B	7	8	9	10	11	12	13	14	15	16	17	18
										12Z	AVG	MX	2MIN					
DY	MAX	MIN	AVG	DEP	HDD	CDD	WTR	SNW	DPTH	SPD	SPD	DIR	MIN	PSBL	S-S	WX	SPD	DR
1	80	68	74	-7	0	9	1.25	0.0	0	3.7	14	260	M	M	9	13	22	260
2	95	65	80	-1	0	15	0.00	0.0	0	9.2	20	140	M	M	1	128	24	140
3	100	73	87	6	0	22	0.00	0.0	0	16.9	25	130	M	M	3	18	33	150
4	96	75	86	5	0	21	T	0.0	0	11.5	23	340	M	M	8		29	340
5	91	72	82	1	0	17	0.00	0.0	0	10.1	18	10	M	M	6		24	20
6	89	68	79	-3	0	14	0.00	0.0	0	7.5	18	50	M	M	6		29	100
7	91	62	77	-5	0	12	0.00	0.0	0	7.2	21	100	M	M	1	1	25	100
8	93	74	84	2	0	19	0.00	0.0	0	18.7	30	140	M	M	5		37	160
9	97	76	87	5	0	22	0.00	0.0	0	18.0	28	160	M	M	1		36	160
10	92	77	85	3	0	20	0.00	0.0	0	15.9	24	130	M	M	5		31	140
11	95	72	84	1	0	19	0.03	0.0	0	14.6	46	340	M	M	5	3	62	340
12	76	61	69	-14	0	4	M	0.0	0	9.0	47	340	M	M	10	123	63	340
13	85	67	76	-7	0	11	M	0.0	0	8.3	18	360	M	M	8	1	23	10
14	87	66	77	-6	0	12	0.00	0.0	0	9.2	18	110	M	M	2		24	120
15	82	68	75	-8	0	10	M	0.0	0	12.2	29	120	M	M	4	13	37	110
16	89	73	81	-3	0	16	0.00	0.0	0	13.8	24	120	M	M	6	1	30	130
17	90	76	83	-1	0	18	0.00	0.0	0	17.3	26	140	M	M	8	1	34	140
18	90	73	82	-2	0	17	M	0.0	0	15.3	26	140	M	M	9		33	140
19	80	62	71	-13	0	6	2.59	0.0	0	10.0	30	300	M	M	6	138	39	290
=====																		
SM	1698	1328			0	284	3.87	0.0		228.4			M		103			
=====																		
AV	89.4	69.9								12.0	FASTST		M	M	5		MAX(MPH)	
										MISC	---->	47	340				63	340
=====																		

NOTES:

LAST OF SEVERAL OCCURRENCES

COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6) , PAGE 2

STATION: MCALLEN
 MONTH: MAY
 YEAR: 2021

LATITUDE: 26 10 N
LONGITUDE: 98 14 W

[TEMPERATURE DATA]	[PRECIPITATION DATA]	SYMBOLS USED IN COLUMN 16
AVERAGE MONTHLY: 79.6	TOTAL FOR MONTH: 3.87	1 = FOG OR MIST
DPTR FM NORMAL: -2.8	DPTR FM NORMAL: 2.72	2 = FOG REDUCING VISIBILITY
HIGHEST: 100 ON 3	GRTST 24HR 2.59 ON 19-19	TO 1/4 MILE OR LESS
LOWEST: 61 ON 12		3 = THUNDER
	SNOW, ICE PELLETS, HAIL	4 = ICE PELLETS
	TOTAL MONTH: 0.0 INCH	5 = HAIL
	GRTST 24HR 0.0	6 = FREEZING RAIN OR DRIZZLE
	GRTST DEPTH: 0	7 = DUSTSTORM OR SANDSTORM:
		VSBY 1/2 MILE OR LESS
		8 = SMOKE OR HAZE
		9 = BLOWING SNOW
		X = TORNADO
[NO. OF DAYS WITH]	[WEATHER - DAYS WITH]	
MAX 32 OR BELOW: 0	0.01 INCH OR MORE: 3	
MAX 90 OR ABOVE: 11	0.10 INCH OR MORE: 2	
MIN 32 OR BELOW: 0	0.50 INCH OR MORE: 2	
MIN 0 OR BELOW: 0	1.00 INCH OR MORE: 2	
[HDD (BASE 65)]		
TOTAL THIS MO. 0	CLEAR (SCALE 0-3) 4	
DPTR FM NORMAL 0	PTCLDY (SCALE 4-7) 12	
TOTAL FM JUL 1 582	CLOUDY (SCALE 8-10) 3	
DPTR FM NORMAL 129		
[CDD (BASE 65)]		
TOTAL THIS MO. 284		
DPTR FM NORMAL -47	[PRESSURE DATA]	
TOTAL FM JAN 1 1146	HIGHEST SLP M ON M	
DPTR FM NORMAL -85	LOWEST SLP 29.45 ON 3	
[REMARKS]		

Delay Days Log

Celso Gonzalez Construction, Inc.

North Side Sports Complex

City of Weslaco

Delay Date	Summary of Delays	Date Approved
12/16/2020	Pre-Construction Meeting / Notice to Proceed	
12/26/2021	10 days after Notice to Proceed	
12/28/2020	Email Sent to follow up after pre-con meeting regarding lab	
1/15/2021	Email received that lab contract would be finalized by end of day	
1/20/2021	Lab picks up proctor	
2/2/2021	Lab Results ready, delays due to lab had COVID delays	
	12/26/20 - 1/20/21 = 25 delay days	
	1/23/21 - 2/2/21 = 10 delay days	
	Total Days as of Date:	35

Celso Gonzalez Jr

From: Celso Gonzalez Jr <cg@cgc-inc.com>
Sent: Monday, January 4, 2021 1:43 PM
To: Andrew Muñoz
Cc: Juan Mujica; Omar Rodriguez; Mario Reyna; Gabriel Hinojosa; TonyNicanor@sigmahne.com; Heriberto Cavazos; aheffner@heffnerdesignteam.com; Ana Luksa; luis barrios; Celeste Solis; rejexcavationandsite@yahoo.com
Subject: Re: Weslaco North Side Sports Complex - Lab

Thank you.

Celso Gonzalez Jr
President
Celso Gonzalez Construction, Inc.
614 N. Conway Avenue
Mission, Texas 78572
956.453.3486 (Cell Phone)

On Jan 4, 2021, at 12:41 PM, Andrew Muñoz <amunoz@weslacotx.gov> wrote:

raymundo.martinez@intertek.com

2020 North Loop 499, Suite 302
Harlingen
TX 78550
Phone: (956) 423-6826
Fax: (956) 423-5735

We are currently working on an agreement.

-Andrew

Sent from my iPhone

On Jan 4, 2021, at 12:27 PM, Celso Gonzalez Jr. <cg@cgc-inc.com> wrote:

Can we have an update on the testing lab, we are ready for proctors to be picked up.

Celso Gonzalez, Jr - President
Celso Gonzalez Construction, Inc.
614 N. Conway Avenue
Mission, Texas 78572
956.453.3486 (cell)
956.585.3848 (w)
956.585.7773 (fax)
cg@cgc-inc.com
www.cgc-inc.com

From: Celeste Solis <csolis@cgc-inc.com>
Sent: Monday, December 28, 2020 5:40 PM
To: 'Juan Mujica' <jmujica@gignac-associates.com>
Cc: 'Andrew Muñoz' <amunoz@weslacotx.gov>; 'Omar Rodriguez' <orodriguez@weslacotx.gov>; 'Mario Reyna' <Mario@meldenandhunt.com>; 'Gabriel Hinojosa' <gabrielhinojosa@sigmahne.com>; 'Tony Nicanor' <TonyNicanor@sigmahne.com>; 'Heriberto Cavazos' <hcavazos@graengineering.com>; 'aheffner@heffnerdesignteam.com'; 'Ana Luksa' <aluksa@gignac-associates.com>; 'Celso Gonzalez Jr.' <cg@cgc-inc.com>; 'Luis Barrios' <luisbarrios85@gmail.com>
Subject: Weslaco North Side Sports Complex - Lab

Good afternoon,

Would you please notify us of the lab that will be doing the testing for Weslaco North Side Sports Complex?

Thank you,

Celeste Solis
Celso Gonzalez Construction, Inc.
614 N Conway, Mission, TX 78572
Ph: 956.585.3848
Mobile: 830.968.8430
Email: csolis@cgc-inc.com

Celso Gonzalez Jr

From: Andrew Muñoz <amunoz@weslacotx.gov>
Sent: Friday, January 15, 2021 10:09 AM
To: Celeste Solis
Cc: Raymundo Martinez; Juan Mujica; Celso Gonzalez Jr.; Ibarrios@cgc-inc.com
Subject: Re: [External] Weslaco N Side Sports Park - Testing lab

The agreement has been signed; just pending purchase order. Will forward agreement this morning.

-Andrew

Sent from my iPhone

On Jan 15, 2021, at 9:55 AM, Celeste Solis <csolis@cgc-inc.com> wrote:

Good morning,

Just checking on the status of the testing contract. We are ready for proctors to be picked up.

Please contact Luis Barrios at 956.309.8183 for locations of proctor pickups.

Thank you,

Celeste Solis

Celso Gonzalez Construction, Inc.
614 N Conway, Mission, TX 78572
Ph: 956.585.3848
Mobile: 830.968.8430
Email: csolis@cgc-inc.com

From: Raymundo Martinez <raymundo.martinez@intertek.com>
Sent: Friday, January 8, 2021 11:13 AM
To: Celso Gonzalez Jr. <cg@cgc-inc.com>; 'Andrew Muñoz' <amunoz@weslacotx.gov>; 'Juan Mujica' <jmujica@gignac-associates.com>
Cc: 'Celeste Solis' <csolis@cgc-inc.com>
Subject: RE: [External] Weslaco N Side Sports Park - Testing lab

Good morning,

We are in the process of working on the proposal. Mr. Munoz should have it by next week.

Thank you,
Raymundo G. Martinez
Branch Manager
Intertek-PSI

Texas Firm Registration No. F-03307

Mobile 956.254.6537

Office 956.423.6826

Email raymundo.martinez@intertek.com

www.intertek.com/building [nam03.safelinks.protection.outlook.com]

<image001.png>

Intertek-PSI, 2020 Loop 499, Harlingen, Texas 78550

From: Celso Gonzalez Jr. <cg@cgc-inc.com>

Sent: Friday, January 8, 2021 10:53 AM

To: 'Andrew Muñoz' <amunoz@weslacotx.gov>; 'Juan Mujica' <jmujica@gignac-associates.com>

Cc: Raymundo Martinez <raymundo.martinez@intertek.com>; 'Celeste Solis' <csolis@cgc-inc.com>

Subject: [External] Weslaco N Side Sports Park - Testing lab

Good morning guys! Just following up on the testing lab contract. We are ready for proctors to be picked up.

Celso Gonzalez, Jr - President
Celso Gonzalez Construction, Inc.
614 N. Conway Avenue
Mission, Texas 78572
956.453.3486 (cell)
956.585.3848 (w)
956.585.7773 (fax)
cg@cgc-inc.com
www.cgc-inc.com

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Total Quality. Assured.

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<http://www.intertek.com>

Daily Progress Report

Project: Weslaco northside park

Date: 1/20/2021

Weather: Sunny ☐
 Cloudy ☐
 Rainy ☒

Temperature: 65

Daily Man Power Report

Trade	Workers	Hours
Site work	3	8
Geotechnical lab	1	30 min

Equipment in Site
Bulldozer
Bobcat

Worked Performed

1	Site work sub continues work in shaping detention pond, site work surveyor start checking elevations in sidewalks and parking lot
2	
3	PSI lab technician came to pick up dirt samples from subgrade and select fill.
4	
5	
6	
7	
8	
9	
10	
11	
12	

Inspections

City	☐
Laboratory	☐
Engineer	☐
Architect	☐
Administrators	☐
Owner (County Rep)	☐





CHANGE ORDER REQUEST (PROPOSAL)

Project: Weslaco North Side Sports Complex Change Order Request Number: 2
From (Contractor): Celso Gonzalez Construction, Inc.
To: Juan Mujica Date: 5/24/21
Gignac & Associates A/E Project Number: _____
Re: _____ Contract For: City of Weslaco

This Change Order Request (C.O.R.) contains an itemized quotation for changes in the Contract Sum or Contract Time in response to proposed modifications to the Contract Documents based on Proposal Request No. _____.

Description of Proposed Change:

Please see attached Cost Proposal #1 for price breakdown.

Changes include credits for reduction of sidewalks & septic tank relocation & additions of 2" HMA & HMA Crossing for future parking lot.

Requesting to add 30 calendar days to contract.

Attached supporting information from: ☐ Subcontractor ☐ Supplier ☒ **Cost Proposal #1** ☐ _____

Reason For Change:

Changes requested by owner during project site meeting.

Does Proposed Change involve a change in Contract Sum? ☐ No ☒ Yes Increase [Decrease] **\$ 52,122.00**
Does Proposed Change involve a change in Contract Time? ☐ No ☒ Yes Increase [Decrease] **30 days**

Attached pages: ☐ Proposal Worksheet Summary: _____
☐ Proposal Worksheet Detail(s): _____

Signed by:  Date: **5/24/21**

Copies: ☒ Owner ☒ Consultants ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ File

Project: North Side Sports Complex

Owner: City of Weslaco

Date: May 14, 2021

Additional Trails and Credit for Sidewalk Reduction

Cost Proposal #1

Scope of Work

									\$ 52,122.00
1	Reduction of sidewalks	-2238	sf	\$ 3.50	\$	(7,833.00)			
2	Credit for moving septic tank system	-400	lf	\$ 12.00	\$	(4,800.00)			
3	2" HMAC over 8" base (12' wide, 1387 long)	16644	sf	\$ 3.75	\$	62,415.00			
4	HMAC crossing for future parking lot (26' wide and 12' on each side of the existing trail)	624	sf	\$ 3.75	\$	2,340.00			

Total cost = \$ 52,122.00

* add 30 calendar days to the contract

[illegible]

10 days after Notice to Proceed - December 26, 2020

Days to Complete - 210

Completion Date - July 24, 2021

Rain Days - 22 (as of 5/19/2021 as per change order prop #1)

Lab delays - 35 (as per change order prop #1)

Days for additional trails - 30

Revised days to complete - 210 plus 87 days = 297 days

Revised Completion Date - October 19, 2021

From: [Juan Mujica](#)
To: [Omar Rodriguez](#); [Andrew Muñoz](#)
Subject: FW: Cost proposal for Additonal Sidewalks
Date: Tuesday, May 25, 2021 9:52:20 AM
Attachments: [Change Order Proposal #2 - Additional Trails & Credit for Sidewalk Reduction.pdf](#)

Andrew / Omar:
Melden & Hunt believes this to be fair and reasonable.
This can be compensated through the Contingency Allowance.
Currently at \$55,000.00.
Recommend approval.
jmj

From: Celeste Solis <csolis@cgic-inc.com>
Sent: Monday, May 24, 2021 11:36 AM
To: 'Omar Rodriguez' <orodriguez@weslacotx.gov>; 'Celso Gonzalez Jr.' <cg@cgic-inc.com>; Juan Mujica <jmujica@gignac-associates.com>; 'mario reyna' <mario@meldenandhunt.com>
Cc: 'Andrew Muñoz' <amunoz@weslacotx.gov>; 'Homer Rhodes' <hrhodes@weslacotx.gov>
Subject: RE: Cost proposal for Additonal Sidewalks

Please see attached Change Order Proposal for the additional trails.

Thanks,

Celeste Solis
Celso Gonzalez Construction, Inc.
614 N Conway, Mission, TX 78572
Ph: 956.585.3848
Mobile: 830.968.8430
Email: csolis@cgic-inc.com

From: Omar Rodriguez <orodriguez@weslacotx.gov>
Sent: Thursday, May 20, 2021 2:15 PM
To: Celso Gonzalez Jr. <cg@cgic-inc.com>; 'Juan Mujica' <jmujica@gignac-associates.com>; mario reyna <mario@meldenandhunt.com>
Cc: csolis@cgic-inc.com; Andrew Muñoz <amunoz@weslacotx.gov>; Homer Rhodes <hrhodes@weslacotx.gov>
Subject: RE: Cost proposal for Additonal Sidewalks

This item will be placed on the June 1 City Commission meeting for consideration. I will need recommendation and any supporting documentation by May 26th.

Omar

From: Celso Gonzalez Jr. <cg@cgc-inc.com>

Sent: Friday, May 14, 2021 10:08 AM

To: 'Juan Mujica' <jmujica@gignac-associates.com>; mario reyna <mario@meldenandhunt.com>; Omar Rodriguez <orodriguez@weslacotx.gov>

Cc: csolis@cgc-inc.com; Andrew Muñoz <amunoz@weslacotx.gov>

Subject: Cost proposal for Additonal Sidewalks

Importance: High

Attached is the cost proposal for the additional sidewalks. I have also attached the credit for the sidewalk reduction.

Let me know if you have any questions.

Celso Gonzalez, Jr - President
Celso Gonzalez Construction, Inc.
614 N. Conway Avenue
Mission, Texas 78572
956.453.3486 (cell)
956.585.3848 (w)
956.585.7773 (fax)

cg@cgc-inc.com

https://link.edgepilot.com/s/86057f8c/E-rSf1rsI0a_nlnTsBNoig?u=http://www.cgc-inc.com/

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GIGNAC ARCHITECTS

3700 N. 10TH STREET, SUITE 205
MCKINNEY, TEXAS 75069
1.954.464.0100
1.954.462.7313

414 STARR STREET
CORPUS CHRISTI, TEXAS 78401
1.361.884.2441
1.361.884.4232

222 E. VAN BUREN, SUITE 102
HARLINGEN, TEXAS 79350
1.954.345.4520
1.954.345.4522

Consultants:
CIVIL: MELDEN & HUNT INC
STRUCTURAL: GREEN RUBIANO & ASSOCIATES

MEP: SIGMA HN ENGINEERS

MELDEN & HUNT, INC.
TEXAS REGISTRATION # F-1425



WESLACO
NORTH SIDE
SPORTS
COMPLEX

WESLACO,
TEXAS

Project Number: 18.51
Drawing Date: 10.15.20
Drawn:
Checked:
Scale:
ACAD File:

Revisions:

Sheet Title:

C2
SITE PLAN

NOTE:
FOR PROPOSED WALKING TRAIL DIMENSIONS AND
PAVEMENT TYPE. SEE SHEET AS-101-105

ALIGN / CONNECT PATHS
TO EXISTING SIDEWALKS

ADD ASPHALT
CROSSING FOR
FUTURE PARKING

ADD ASPHALT
TRAIL

NOT IN THIS SCOPE
OF WORK

9
8
7
6
5
4
3
2
1



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4249
From: Albert Aldana		
Subject: Discussion and consideration to approve change order #9 to the construction contract agreement in the amount of \$42,960 for the Pleasantview & 11th St Drainage Improvements project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)		
Background: This proposed change order #9		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Albert Aldana		Created/Initiated
Albert Aldana		Approved
Mike Perez		New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval		
Attachments, if any: CCO#9_Signed		
Responsibilities upon Approval:		

CHANGE ORDER

AIA DOCUMENT G701

OWNER☐

ARCHITECT☐

CONTRACTOR☐

FIELD☐

OTHER☐

PROJECT:

Pleasantview & 11th St. Drainage Improvements

Weslaco, TX

TO CONTRACTOR:

Rigney Construction, LLC

7011 N. Semeinary Rd.

Edinburg, TX 78541

The Contract is changed as follows:

PRPOSED DRAINAGE IMPROVEMENTS - DOWN DRAINS

18" RCP Tongue and Groove

Safety Ends

CHANGE ORDER NUMBER:

9

DATE:

5/17/2021

ENGINEER'S PROJECT NO.:

19-125

CONTRACT DATE:

9/11/2020

CONTRACT FOR:

Drainage Improvements

\$

42,960.00

DRAWING ATTACHED

Not valid until signed by the Owner, Engineer and Contractor.

The original (Contract Sum) was

\$2,851,562

Net change by previously authorized Change orders

\$174,334

The (Contract Sum) prior to this Change order was

\$3,025,896

The (Contract Sum) will be (increased)

by this Change Order in the amount of

\$ 42,960.00

The new (Contract Sum) including this Change order will be

\$3,068,856

The Contract Time will be (unchanges)

The date of Substantial Completion as of the date of this Change Order therefore is June 2021

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

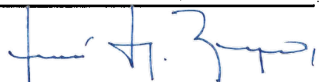
SWG Engineering, Inc

ENGINEER

611 S. International Blvd.

Address

Weslaco, TX 78596

BY  P.E.

Jose Reyes, Jr. P.E.

DATE 5/18/2021

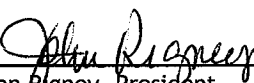
Rigney Construction, LLC

CONTRACTOR

7011 N. Seminary Rd.

Address

Edinburg, TX 78541

BY 

John Rigney, President

DATE 5-18-21

City of Weslaco

OWNER

255 S. Kansas Ave.

Address

Weslaco, TX 78596

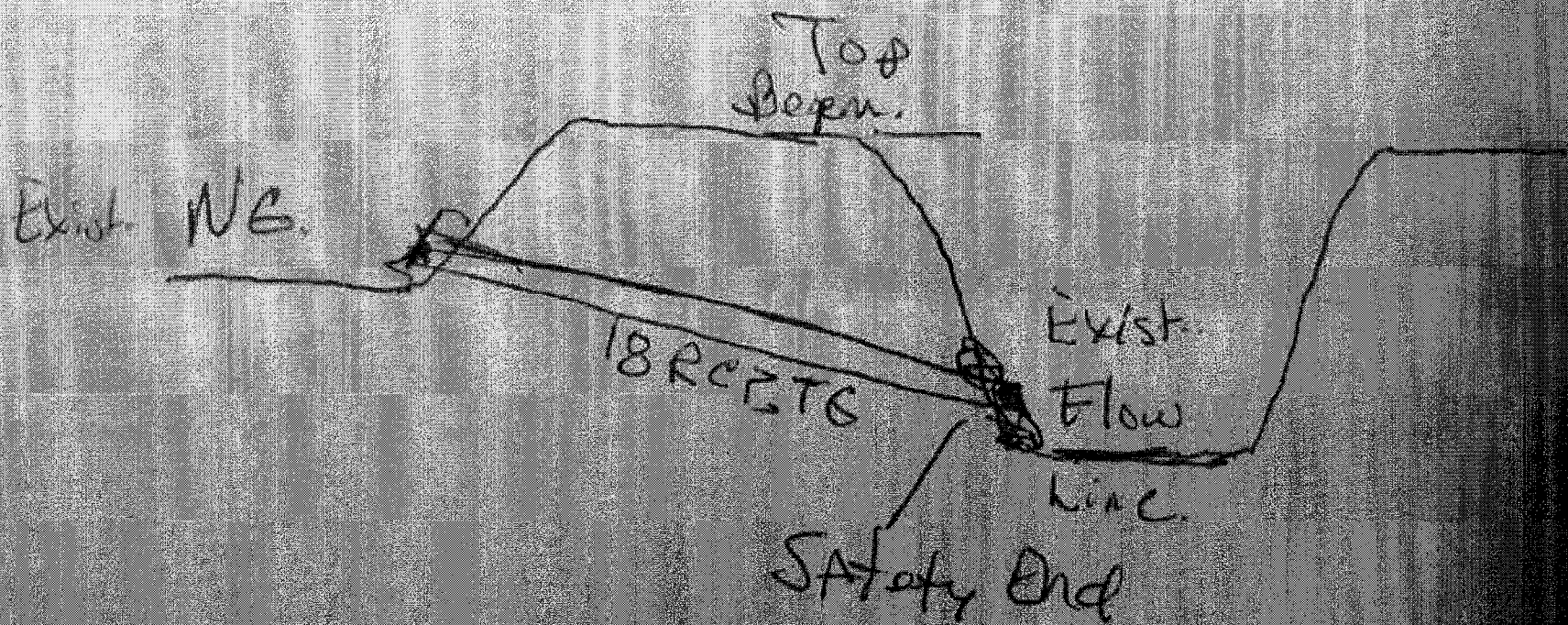
BY

DATE

Change Order : Proposed Drainage Improvements - Down Drains

[illegible]

Proposed Detail





Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4265
From:		
Subject: Discussion and consideration to award bid for the excavation of a regional detention facility (RDF) relating to Pleasantview Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
NORMA CANTU Albert Aldana Mike Perez		Created
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4251
From: REBEKAH DE LA FUENTE		
Subject: Discussion and consideration to approve Ordinance 2021-19 abandoning an existing 10-foot utility easement along the south property line of Lot 22 Northcross Subdivision and authorize the Mayor to execute any related documents. First reading on Ordinance 2021-19. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: The property owner of 401 Northcross is requesting the abandonment of the rear 10-foot utility easement. The property owner is applying for a pool permit and does not have ample space for its construction and is currently proposed over the existing easement. The property has obtained letters from the utility companies stating that they do not have any objection to the abandonment of the easement. The City of Weslaco water and sanitary sewerlines currently run along the front of the properties along the roadway.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
REBEKAH DE LA FUENTE REBEKAH DE LA FUENTE Mike Perez		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Abandonment of Utility Easement- 401 Northcross- Memo, Request letter to the city of weslaco, Texas Gas Service- No objection letter - 401 N Cross, AEP- 401 N Cross Av UE abandonment, Northcross- Addressed Plat, O2021-19 abandon 10 ft easement		

Lot 22, Northcross
Responsibilities upon Approval: Staff will advise applicant

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Abandonment of Utility Easement- 401 Northcross

DATE: May 25, 2021

The property owner of 401 Northcross is requesting the abandonment of the rear 10-foot utility easement. The property owner is applying for a pool permit and does not have ample space for its construction and is currently proposed over the existing easement. The property has obtained letters from the utility companies stating that they do not have any objection to the abandonment of the easement. The City of Weslaco water and sanitary sewer lines currently run along the front of the properties along the roadway.

Thank you,

Rebekah de la Fuente, CFM

Rio Pools RGV: 10 ft abandonment at 401 N. Cross St.

To: City Of Weslaco

Planning department

Good Morning, we are requesting a 10 ft. abandonment to the rear of the property at 401 N. Cross St
In the city of Weslaco,Tx. We have submitted AEP and Texas gas service letters. For any questions please
contact me at 956-777-9581. Thank you for your time.

-Anthony Davila
Rio Pools RGV



5602 E. Grimes Road
Harlingen, Texas 78550
956-444-3900 • texasgasservice.com

May 6, 2021

Anthony Davila
401 N Cross Ave
Weslaco, TX 78596

**RE: No Objection Notification
10 Ft Utility Easement Abandonment**

Dear Mr. Davila,

This letter is to inform you that Texas Gas Service, a Division of ONE Gas, Inc., (TGS), has reviewed your request regarding an existing 10 ft utility easement that you wish to abandon at the rear of the property located at 401 N Cross Ave in Weslaco, Texas. Texas Gas Service, (TGS), has a 2" gas main that runs along the north side of N Cross Ave that will not be affected by your request; we have no objection.

Please call 811 prior to any future excavations to mark all utilities.

Should you have any questions or require further information, please do not hesitate to contact our office at (956) 444-3900.

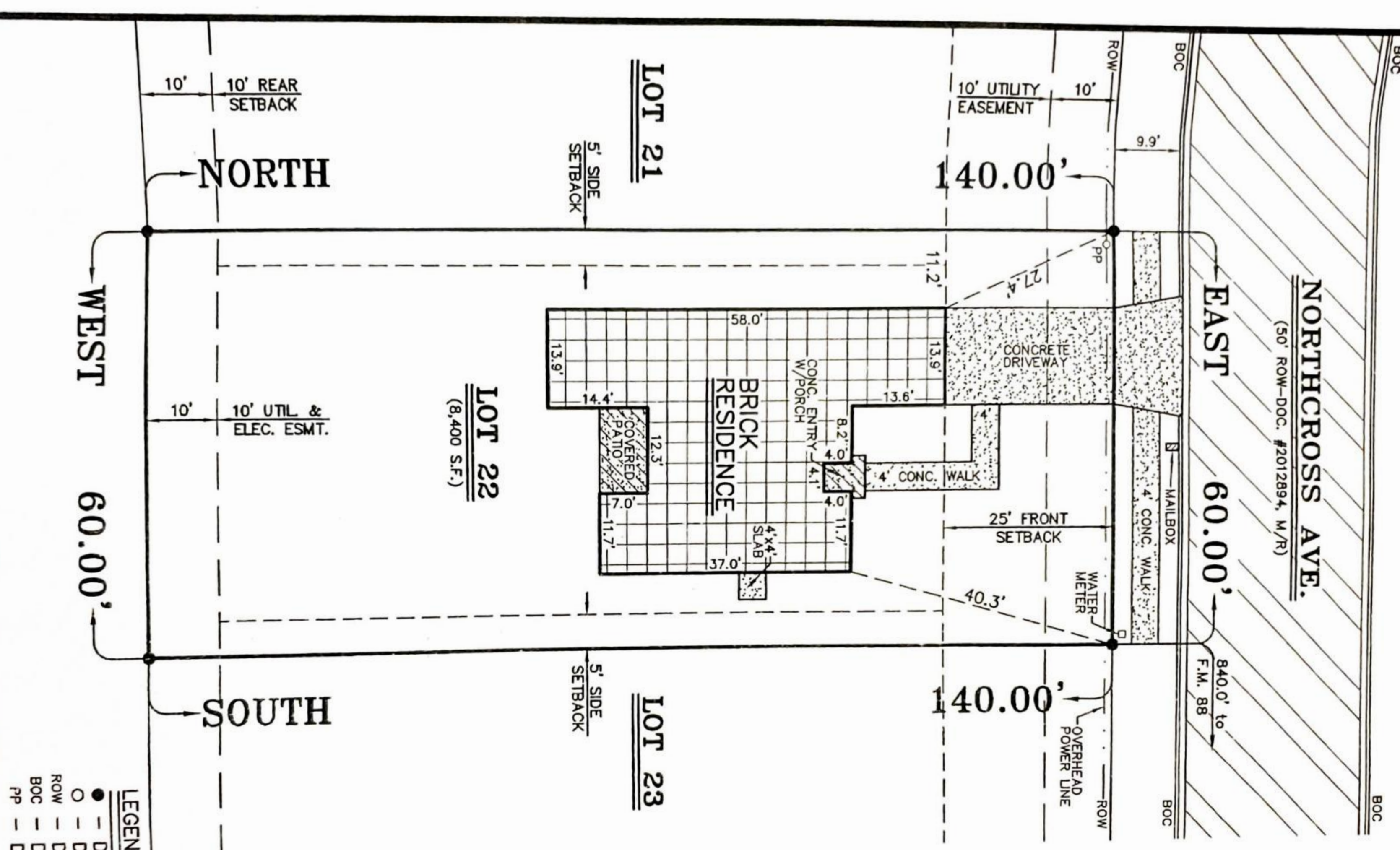
Respectfully,

Rene C. Casares, P.E.
Texas Gas Service – Engineering Manager

1624 DOVE AVENUE, McALLEN, TEXAS 78504 PH: (956) 618-6666 FAX: (956) 618-6640

ART SALINAS
ENGINEERING & SURVEYING

T.B.P.L.S. FIRM No.: 10004000



- LEGEND
- - DENOTES FOUND 1/2" ROD
 - - DENOTES NO MONUMENT
 - - DENOTES RIGHT OF WAY
 - BOC - DENOTES BACK OF CURB
 - PP - DENOTES POWER POLE

FLOOD ZONE CERTIFICATION: The property shown hereon lies in Zone "X". Zone "X" areas are areas determined to be outside 500-year flood plain as per F.E.M.A. Flood Insurance Rate Map No. 480334-0450-C dated 06-06-00.

PLAT NOTES:

- There are no discrepancies, conflicts, shortages in area or boundary lines, encroachments, overlapping of improvements or visible or apparent easements except as shown on this plat.
- This survey plat is prepared in connection with Title Policy G.F. # 157388 and does not guarantee title. This survey is for the exclusive use of the client named hereon and may not be copied or transferred to another party without the express written consent of the surveyor.
- This survey must contain an embossed seal and an original signature to be valid as per Section 661.46 and Section 663.19 of the "The Professional Land Surveying Practices Act".
- This is a standard survey and does not include a subsurface utility or topographic investigation.
- Statutory easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9. (Blanket)
- Easements for roadways, canals, ditches, etc., as shown by instrument dated January 18, 1916, recorded in Volume 66, Page 521, Deed Records of Hidalgo County, Texas. (Blanket)
- Subject to any oil, gas and mineral lease of record.
- Bearing Basis: "N. line of Lot 22, Northcross Subdivision"

BORROWER(s): Sandra Marín

THIS IS TO CERTIFY THAT I HAVE, THIS DATE, PREPARED A SURVEY ON THE PROPERTY WHICH IS LOCATED AT 401 NORTHCROSS AVE., IN WESLACO, TEXAS, DESCRIBED AS FOLLOWS:
ALL OF LOT 22, NORTHCROSS SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS,
ACCORDING TO THE MAP FILED JULY 2, 2009 UNDER DOCUMENT NUMBER 2009-2012894 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES.

18-54688 11-15-18
Job No. Date
© COPYRIGHT 2018 ART SALINAS ENGINEERING INC. THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMED HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.



An **AEP** Company

BOUNDLESS ENERGY™

May 12, 2021

Sandra Marin
401 N. Cross Avenue
Weslaco, TX 78599-8738

RE: 10' foot Utility Easement, 401 N. Cross Ave., Weslaco, TX

To Whom It May Concern,

AEP Texas Inc (AEP) has reviewed your request regarding a 10' utility easement located at the Rear-end property line of Lot 22, NORTHCROSS SUBDIVISION, in the City of Weslaco, Hidalgo County, Texas and further known as 401 N. Cross Avenue, Weslaco, Tx 78599.

AEP has determined that we have no interest and do hereby relinquish any right to any future distribution use of the designated 10' foot utility easement as shown in Exhibit "A."

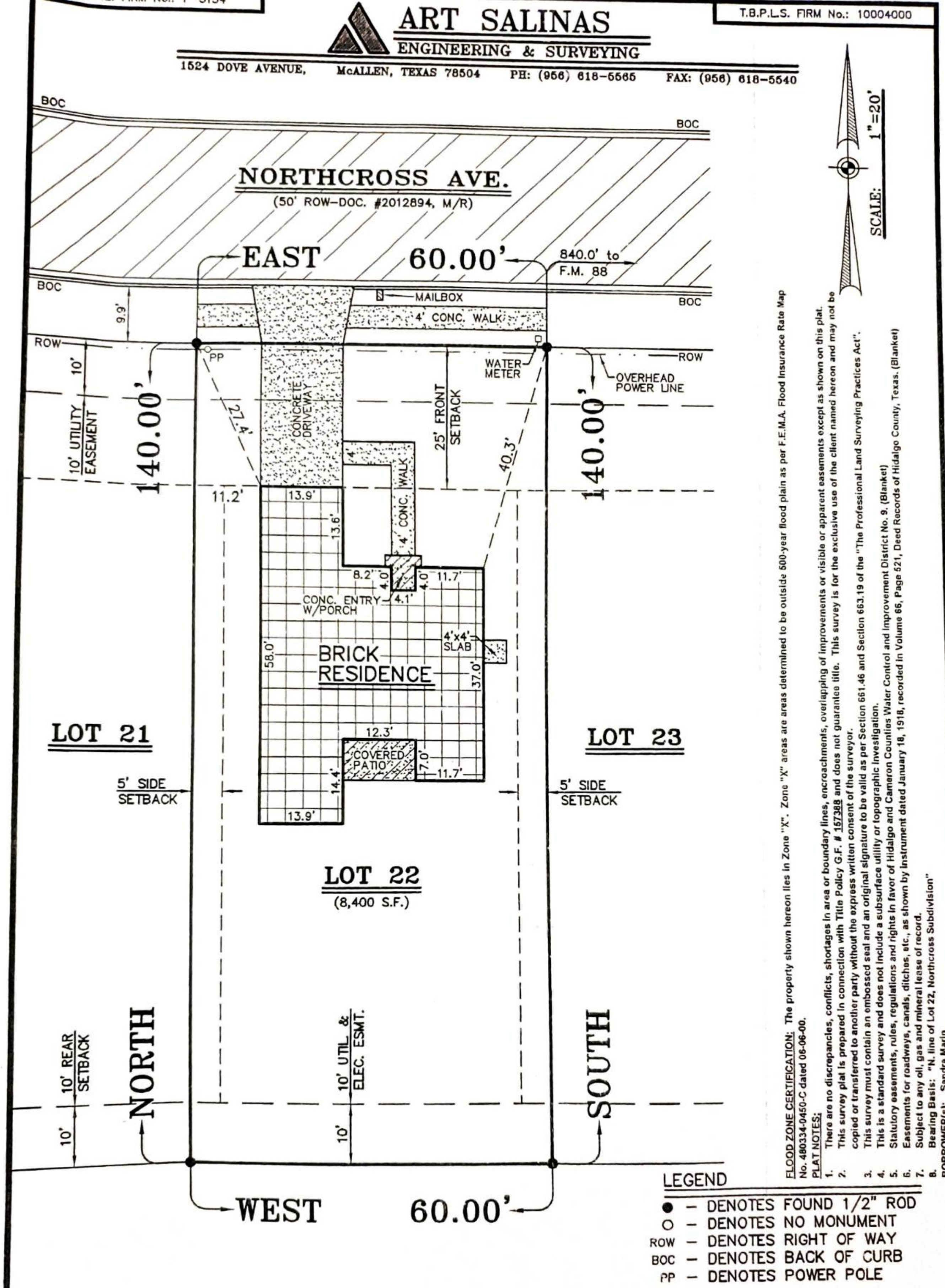
AEP Texas Inc does not hereby abandon any other easements on the property it might have obtained through other means. Please do not hesitate to contact AEP if you have further questions at (956) 626-2617.

Sincerely,
AEP TEXAS INC

A handwritten signature in black ink, appearing to read "Mario Campos". The signature is fluid and cursive, written over a white background.

Mario G. Campos
Right-of-Way Agent
Rio Grande Valley District

Exhibit "A"



THIS IS TO CERTIFY THAT I HAVE, THIS DATE, PREPARED A SURVEY ON THE PROPERTY WHICH IS LOCATED AT 401 NORTHCROSS AVE., in WESLACO, TEXAS, DESCRIBED AS FOLLOWS:
ALL OF LOT 22, NORTHCROSS SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP FILED JULY 2, 2009 UNDER DOCUMENT NUMBER 2009-2012894 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES.

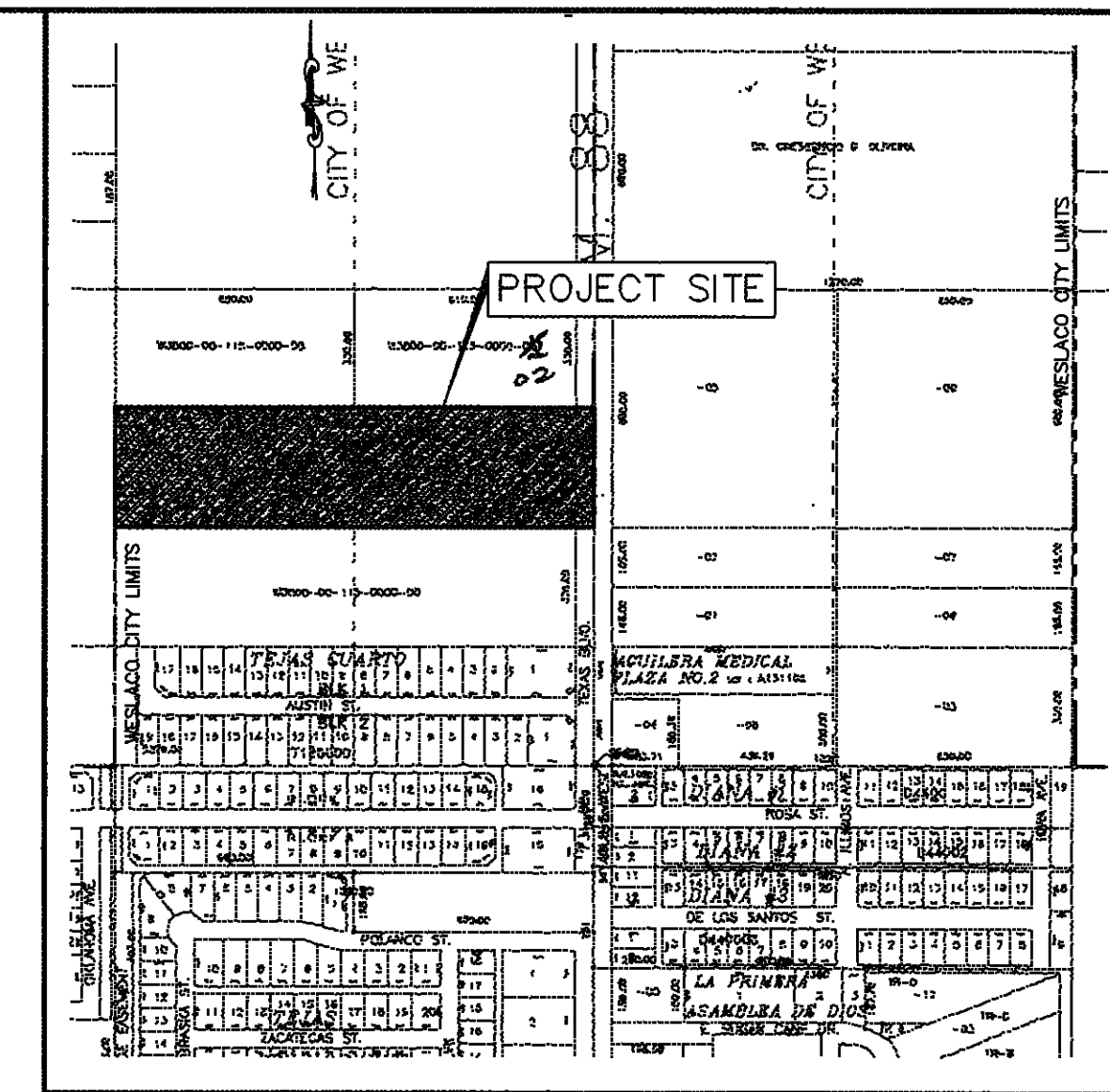
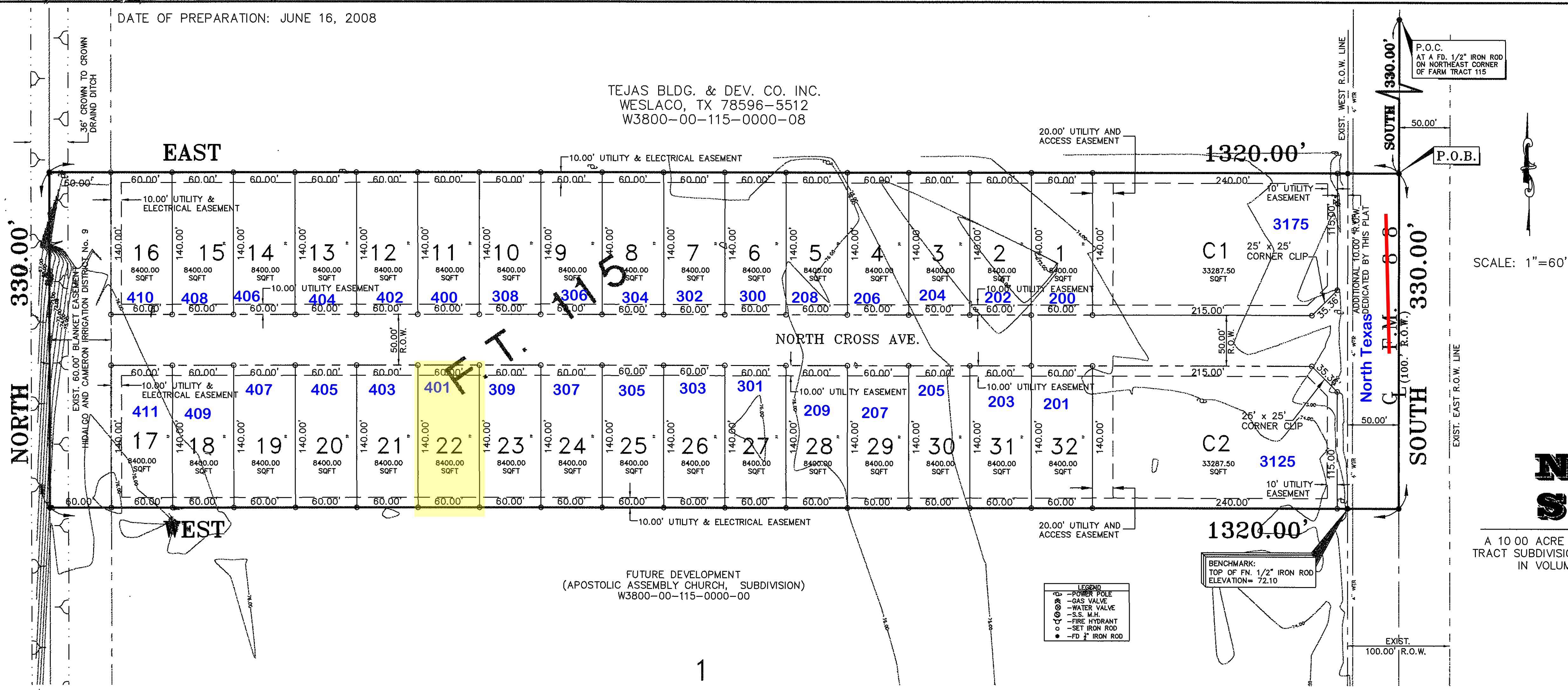
18-54688
Job No.

11-15-18
Date

© COPYRIGHT 2018 ART SALINAS ENGINEERING INC. THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMED HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.



DATE OF PREPARATION: JUNE 16, 2008



SCALE: 1"=60'

LOCATION MAP
SCALE: 1"=500'
WESLACO CITY LIMITS

NORTHCROSS SUBDIVISION

A 10.00 ACRE TRACT OF LAND, OUT OF FARM TRACT 115, BLOCK 161, WEST TRACT SUBDIVISION, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY

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

I, ROBERTO MARTINEZ JR., AS SENIOR VICE-PRESIDENT OF FALCON INTERNATIONAL BANK, AS OWNER OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED NORTHCROSS SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

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

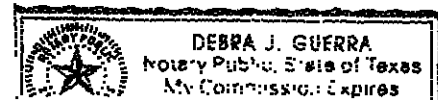
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

Roberto Martinez Jr. 5-21-09
ROBERTO MARTINEZ JR.
SENIOR VICE-PRESIDENT
FALCON INTERNATIONAL BANK
5219 MAPLEWOOD ROAD
LAREDO, TEXAS 78041

STATE OF TEXAS - COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21ST DAY OF MAY, 2009



Debra J. Guerra 02-11-13
DEBRA J. GUERRA
NOTARY PUBLIC
MY COMMISSION EXPIRES

STATE OF TEXAS - CITY OF WESLACO
PLAT APPROVAL CERTIFICATE

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

Buddy Allen Rosa 9/16/09
CITY MAYOR
DATE

Amanda J. Hernandez 9/15/08
ATTEST: CITY SECRETARY
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 WHEREIN MY APPROVAL IS REQUIRED.

Amador J. Hernandez
PLANNING AND ZONING COMMISSION CHAIRMAN
DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(5). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

Amador J. Hernandez
DATE

HIDALGO and CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

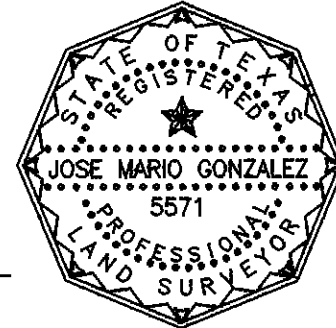
THIS PLAT HAS BEEN APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 DATED THIS 30 DAY OF June, 2008.
NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.C.I.D. NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. NO. 9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

Jose Mario Gonzalez
GENERAL MANAGER
DATE

STATE OF TEXAS - COUNTY OF HIDALGO

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

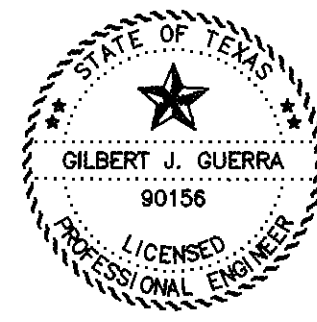
Jose Mario Gonzalez 7-10-08
JOSE MARIO GONZALEZ
REG. PROFESSIONAL LAND SURVEYOR NO. 5571
DATE



STATE OF TEXAS - COUNTY OF HIDALGO

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

Gilbert J. Guerra 8/5/08
GILBERT J. GUERRA P.E.
PROFESSIONAL ENGINEER NO. 90156
DATE



PLAT NOTES AND RESTRICTIONS

1. NORTHCROSS SUBDIVISION IS LOCATED IN ZONE "C" ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 480334 0450 C, MAP REVISED JUNE 8, 2000.

2. MINIMUM BUILDING SETBACK LINES FOR LOT 1-32 AS FOLLOWS:
MULTI-FAMILY RESIDENTIAL:
FRONT: 20 FEET
SIDE: 5 FEET
REAR: 10 FEET (OR TO EASEMENT LINE, WHICHEVER IS GREATER)

MINIMUM BUILDING SETBACK LINES FOR LOT C1-C2 AS FOLLOWS:
COMMERCIAL:
FRONT: 50 FEET
REAR: 15 FEET (OR TO EASEMENT LINE, WHICHEVER IS GREATER)
CORNER: 10 FEET
SIDE: 10 FEET

3. LOT C1 AND C2 FOR COMMERCIAL USE ONLY, LOT 1-32 ARE FOR MULTIFAMILY DWELLING SHALL BE LOCATED ON EACH RESIDENTIAL 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. LOTS 1 THRU 32 SHALL BE USED FOR MULTI-FAMILY RESIDENTIAL USE ONLY, LOTS C1 AND C2 FOR COMMERCIAL USE ONLY.
5. MINIMUM FLOOR ELEVATION SHALL BE 10" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTING (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

7. IN ACCORDANCE WITH THE HIDALGO DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN APPROXIMATELY A TOTAL OF 3,082 CUBIC-Feet (0.21 ACRE-Feet OF STORM WATER RUNOFF). EACH MULTI-FAMILY RESIDENTIAL LOT WILL BE REQUIRED TO DETAIN APPROXIMATELY 172 CUBIC-Feet. EACH COMMERCIAL LOT WILL BE REQUIRED TO DETAIN APPROXIMATELY 3,082 CUBIC-Feet.

LOT	CF	AC-FT
1-32	778	.02
C1-C2	3,082	.07

8. BENCHMARK: TOP OF 1/2" IRON ROD ELEVATION= 72.10

9. THE DEVELOPER SHALL INSTALL ALL TRAFFIC AND STREET SIGNAGE AT THE TIME OF DEVELOPMENT.
10. THE DEVELOPER SHALL INSTALL STREET LIGHTING AT THE TIME OF SUBDIVISION DEVELOPMENT.

11. A 4" CONCRETE SIDEWALK SHALL BE INSTALLED ALONG NORTHCROSS AVE. AT THE TIME OF BUILDING PERMIT ISSUED. THE LOCATION OF THE SIDEWALK SHALL BE ACCORDING TO CITY OF WESLACO STANDARDS AND SPECIFICATIONS.

12. A 5" CONCRETE SIDEWALK SHALL BE INSTALLED ALONG F.M. 88 DURING SUBDIVISION CONSTRUCTION STAGE. THE LOCATION OF THE SIDEWALK SHALL BE ACCORDING TO THE CITY OF WESLACO STANDARD SPECIFICATIONS.

13. LOTS C1 AND C2 SHALL NOT HAVE ACCESS TO FM 88. (THE DEVELOPER WILL NOTIFY LOT PURCHASER OF THIS RESTRICTION UPON SALE OF LOT)

14. UTILITIES PROVIDERS:
WATERS: CITY OF WESLACO
SANITARY SEWER: CITY OF WESLACO
ELECTRICITY: M.V.E.C.

15. TEMPORARY 80'x20' HAMMOCK HEAD TURN AROUND AT THE WEST OF TREJO AVE. SHALL BE ABANDONED AT THE TIME TREJO AVE. IS EXTENDED.

16. ALLEY WILL BE PAVED AT THE TIME OF BUILDING PERMIT ISSUED

17. MULTI-FAMILY RESIDENTIAL LOTS WILL REQUIRE A DETENTION PLAN AT TIME OF BUILDING PERMIT.

18. A buffer fence is required between Residential Lots and commercial Lots at time of building permit

METES AND BOUNDS

BEING 10.00 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF FARM TRACT 115, WEST TRACT SUBDIVISION, LLANO GRANDE GRANT AS PER MAP RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS AND SAID 10.00 ACRE TRACT BEING MORE PARTICULAR DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EAST LINE OF SAID FARM TRACT 115 FOR THE NORTHEAST OF SAID TRACT HEREIN DESCRIBED, SAID POINT ALSO BEING LOCATED ON THE CENTERLINE OF F.M. 88 AND BEARS SOUTH 330.00 FEET FROM THE NORTHEAST CORNER OF SAID FARM TRACT 115.

THENCE, SOUTH, 330.00 FEET, WITH THE EAST LINE OF SAID FARM TRACT 115 AND WITH THE CENTERLINE OF SAID F.M. 88 TO THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, WEST WITH A LINE THAT IS PARALLEL TO THE NORTH LINE OF SAID FARM TRACT 115, AT A DISTANCE OF 50.00 FEET PASS HALF (1/2) INCH IRON ROD FOUND ON LINE FOR REFERENCE. AT A DISTANCE OF 1270.25 FEET PASS A ONE (1) INCH IRON PIPE FOUND FOR REFERENCE AND CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 330.00 FEET WITH THE WEST LINE OF SAID FARM TRACT 115 AND ALONG A DRAIN DITCH TO THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST WITH A LINE THAT IS PARALLEL TO THE NORTH LINE OF SAID FARM TRACT 115, AT A DISTANCE OF 20.00 FEET PASS A ONE (1) INCH IRON ROD FOUND ON LINE FOR REFERENCE. AT A DISTANCE OF 1270.25 FEET PASS A ONE (1) INCH IRON PIPE FOUND FOR REFERENCE AND CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO JR.
HIDALGO COUNTY CLERK

ON: July 2, 2009 AT 11:04 AM PM

INSTRUMENT NUMBER 2012894

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: *Amador J. Hernandez* DEPUTY

PRINCIPAL CONTACTS:

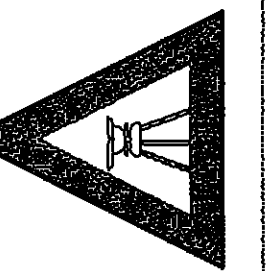
NAME	ADDRESS	PHONE & FAX
OWNER: ROBERT TREJO	TREJO AND TREJO INVESTMENTS, L.C. P.O. BOX 404 WESLACO, TX 78596	(956) 968-2570 (956) 968-4797
ENGINEER: GILBERT J. GUERRA, P.E.	921 S. 10TH AVENUE EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083
SURVEYOR: JOSE MARIO GONZALEZ, R.P.L.S.	8207 MATEO ESCOBAR MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5156

INDEX TO SHEETS OF NORTH CROSS SUBDIVISION

SHEET	INDEX TO SHEETS OF NORTH CROSS SUBDIVISION
1	HEADING: INDEX; LOCATION MAP AND ET; PRINCIPAL CONTACT; DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS OWNERS DEDICATION; CERTIFICATION AND ATTESTATION; PUBLIC NOTARY CERTIFICATE; CITY APPROVAL CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATION; HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION; HIDALGO AND CAMERON COUNTY IRRIGATION NO.9 CERTIFICATION; ENGINEER'S CERTIFICATION; SURVEYOR'S CERTIFICATION; REVISION NOTES.

RIO DELTA ENGINEERING

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



DRAWN: ERIC YBARRA

DESIGN: ANDY RODRIGUEZ

CHECKED: GILBERT GUERRA

SURVEYOR: MARIO GONZALEZ

SCALE: 1"=60'

DATE: JUNE 16, 2008

ISSUED FOR: FINAL

PLAT SHEET
NORTHCROSS SUBDIVISION
WESLACO, TEXAS

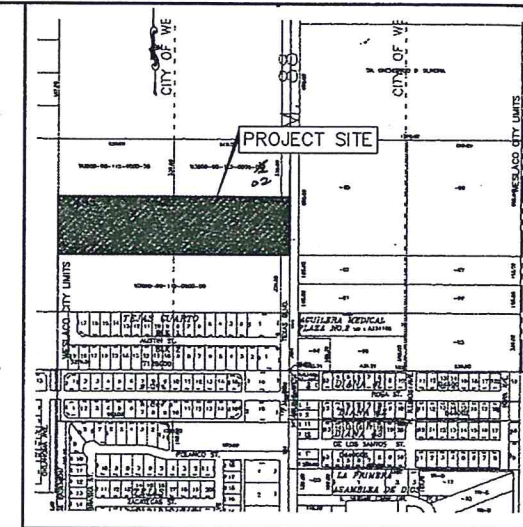
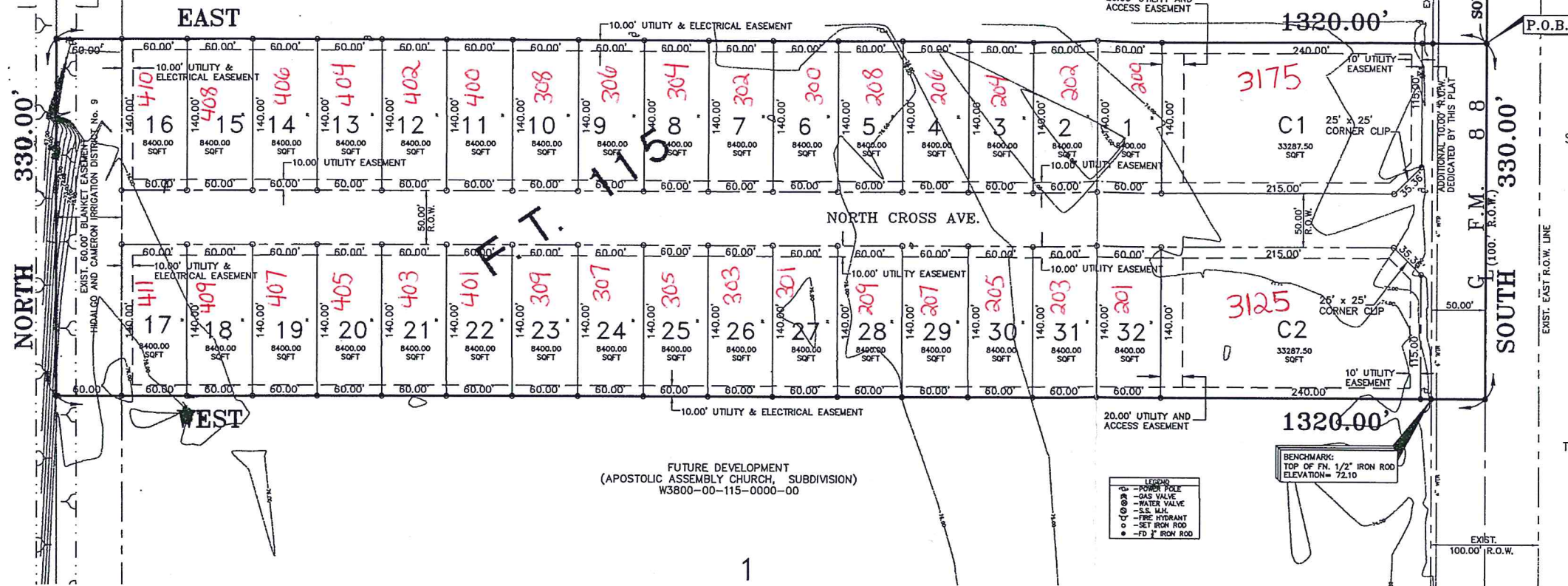
PROJECT: SUB 06 017

PAGE NO. 1 OF 1

B. BENCHMARK: TOP OF 1/2" IRON ROD ELEVATION = 72.10

DATE OF PREPARATION: JUNE 16, 2008

TEJAS BLDG. & DEV. CO. INC.
WESLACO, TX 78596-5512
W3800-00-115-0000-08



LOCATION MAP
SCALE: 1"=500'

NORTHCROSS SUBDIVISION

A 10.00 ACRE TRACT OF LAND, OUT OF FARM TRACT 115, BLOCK 161, WEST TRACT SUBDIVISION, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY

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

I, ROBERTO MARTINEZ JR., AS SENIOR VICE-PRESIDENT OF FALCON INTERNATIONAL BANK, AS OWNER OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED NORTHCROSS SUBDIVISION HEREBY SUBMIT THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARKS, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

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

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

ROBERTO MARTINEZ JR.
SENIOR VICE-PRESIDENT
FALCON INTERNATIONAL BANK
5219 MOPPERSON ROAD
LAREDO, TEXAS 78041
DATE: 5-21-09

STATE OF TEXAS - COUNTY OF HIDALGO PUBLIC NOTARY CERTIFICATE

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21ST DAY OF MAY, 2009



DERRA J. GUERRA
NOTARY PUBLIC
MY COMMISSION EXPIRES 02-11-13

STATE OF TEXAS - CITY OF WESLACO PLAT APPROVAL CERTIFICATE

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

By: *Barbara Adela Rosa* 9/15/09
CITY MAYOR
DATE: 9/15/09
Attest: *Armando J. Hernandez* 9/15/09
ATTEST: CITY SECRETARY
DATE: 9/15/09

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 WHEREIN MY APPROVAL IS REQUIRED.

Armando J. Hernandez
PLANNING AND ZONING COMMISSION CHAIRMAN
DATE: 9/15/09

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

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

By: *Armando J. Hernandez* 9/15/09
DATE: 9/15/09

HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT HAS BEEN APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 DATED THIS 30 DAY OF July, 2008.
NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.C.I.D. NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. NO. 9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

Jose Mario Gonzalez
GENERAL MANAGER
DATE: 7-10-08

STATE OF TEXAS - COUNTY OF HIDALGO

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

Jose Mario Gonzalez
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
DATE: 7-10-08



STATE OF TEXAS - COUNTY OF HIDALGO

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

Gilbert J. Guerra
GILBERT J. GUERRA P.E.
PROFESSIONAL ENGINEER NO. 90156
DATE: 8/5/08

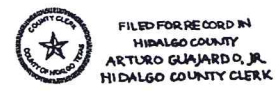


PLAT NOTES AND RESTRICTIONS

- NORTHCROSS SUBDIVISION IS LOCATED IN ZONE "C" ACCORDING TO TEXAS FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 480334 0400 C, MAP REVISED JUNE 8, 2000.
- MINIMUM BUILDING SETBACK LINES FOR LOT 1-32 AS FOLLOWS:
FRONT: 25 FEET
SIDE: 10 FEET
REAR: 10 FEET (OR TO EASEMENT LINE, WHICHEVER IS GREATER).
- MINIMUM BUILDING SETBACK LINES FOR LOT C1-C2 AS FOLLOWS:
FRONT: 50 FEET
REAR: 15 FEET (OR TO EASEMENT LINE, WHICHEVER IS GREATER)
SIDE: 10 FEET
CORNER: 10 FEET
- LOT C1 AND C2 FOR COMMERCIAL USE ONLY. LOT 1-32 ARE FOR MULTIFAMILY DWELLING SHALL BE LOCATED ON EACH RESIDENTIAL 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.
- LOTS 1 THRU 32 SHALL BE USED FOR MULTIFAMILY RESIDENTIAL USE ONLY. LOTS C1 AND C2 FOR COMMERCIAL USE ONLY.
- MINIMUM FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTING (EXCEPT LOW LIES THAT 18 INCHES MAXIMUM HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- IN ACCORDANCE WITH THE HIDALGO DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN APPROXIMATELY A TOTAL OF 3,000 CUBIC FEET OF RAINFALL PER ACRE-FOOT OF STORM WATER RUNOFF. EACH MULTI-FAMILY RESIDENTIAL LOT WILL BE REQUIRED TO DETAIN APPROXIMATELY 224 CUBIC FEET. EACH COMMERCIAL LOT WILL BE REQUIRED TO DETAIN APPROXIMATELY 3,000 CUBIC FEET.
- LOT 1 OF 32
- LOT 2 OF 32
- LOT 3 OF 32
- LOT 4 OF 32
- LOT 5 OF 32
- LOT 6 OF 32
- LOT 7 OF 32
- LOT 8 OF 32
- LOT 9 OF 32
- LOT 10 OF 32
- LOT 11 OF 32
- LOT 12 OF 32
- LOT 13 OF 32
- LOT 14 OF 32
- LOT 15 OF 32
- LOT 16 OF 32
- LOT 17 OF 32
- LOT 18 OF 32
- LOT 19 OF 32
- LOT 20 OF 32
- LOT 21 OF 32
- LOT 22 OF 32
- LOT 23 OF 32
- LOT 24 OF 32
- LOT 25 OF 32
- LOT 26 OF 32
- LOT 27 OF 32
- LOT 28 OF 32
- LOT 29 OF 32
- LOT 30 OF 32
- LOT 31 OF 32
- LOT 32 OF 32
- BENCHMARK: TOP OF 1/2" IRON ROD ELEVATION= 72.10
- THE DEVELOPER SHALL INSTALL ALL TRAFFIC AND STREET SIGNAGE AT THE TIME OF DEVELOPMENT.
- THE DEVELOPER SHALL INSTALL STREET LIGHTING AT THE TIME OF SUBDIVISION DEVELOPMENT.
- A 4" CONCRETE SIDEWALK SHALL BE INSTALLED ALONG NORTHCROSS AVE. AT THE TIME OF BUILDING PERMIT ISSUED. THE LOCATION OF THE SIDEWALK SHALL BE ACCORDING TO CITY OF WESLACO STANDARDS AND SPECIFICATIONS.
- A 5" CONCRETE SIDEWALK SHALL BE INSTALLED ALONG F.M. 88 DURING SUBDIVISION CONSTRUCTION STAGE. THE LOCATION OF THE SIDEWALK SHALL BE ACCORDING TO THE CITY OF WESLACO STANDARD SPECIFICATIONS.
- LOTS C1 AND C2 SHALL NOT HAVE ACCESS TO FM 88 (THE DEVELOPER WILL NOTIFY LOT PURCHASER OF THIS RESTRICTION UPON SALE OF LOT)
- UTILITIES PROVIDERS:
WATER: CITY OF WESLACO
SEWER: CITY OF WESLACO
ELECTRICITY: M.V.E.C.
- TEMPORARY 60"x20" HAMMER HEAD TURN AROUND AT THE WEST OF TREJO AVE. SHALL BE ABANDONED AT THE TIME TREJO AVE. IS EXTENDED.
- ALLEY WILL BE PAVED AT THE TIME OF BUILDING PERMIT ISSUED.
- MULTI-FAMILY RESIDENTIAL LOTS WILL REQUIRE A DETENTION PLAIN AT THE TIME OF BUILDING PERMIT.
- A buffer fence is required between Residential Lots and Commercial Lots at time of building permit.

METES AND BOUNDS

BEING 10.00 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF FARM TRACT 115, WEST TRACT SUBDIVISION, LLANO GRANDE GRANT AS PER MAP RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS AND SAID 10.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A POINT LOCATED ON THE EAST LINE OF SAID FARM TRACT 115 FOR THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED, SAID POINT ALSO BEING LOCATED ON THE CENTERLINE OF F.M. 88 AND BEARS SOUTH 330.00 FEET FROM THE NORTHEAST CORNER OF SAID FARM TRACT 115.
THENCE, SOUTH 330.00 FEET, WITH THE EAST LINE OF SAID FARM TRACT 115 AND WITH THE CENTERLINE OF SAID F.M. 88 TO THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;
THENCE, WEST WITH A LINE THAT IS PARALLEL TO THE NORTH LINE OF SAID FARM TRACT 115, AT A DISTANCE OF 30.00 FEET PASS A ONE (1) INCH IRON PIPE FOUND FOR THE REFERENCE ON THE WEST RIGHT OF WAY OF SAID F.M. 88, AT A DISTANCE OF 1300.00 FEET PASS A HALF (1/2) INCH IRON ROD FOUND ON LINE FOR REFERENCE AND CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;
THENCE, NORTH 330.00 FEET WITH THE WEST LINE OF SAID FARM TRACT 115 AND ALONG A DRAIN DITCH TO THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;
THENCE, EAST WITH A LINE THAT IS PARALLEL TO THE NORTH LINE OF SAID FARM TRACT 115, AT A DISTANCE OF 20.00 FEET PASS A ONE (1) INCH IRON PIPE FOUND ON LINE FOR REFERENCE, AT A DISTANCE OF 1270.20 FEET PASS A ONE (1) INCH IRON PIPE FOUND FOR REFERENCE AND CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK
ON: July 2, 2009 AT 11:04 AM
INSTRUMENT NUMBER 2012894
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: *Armando J. Hernandez* DEPUTY

PRINCIPAL CONTACTS:

NAME	ADDRESS	PHONE & FAX
OWNER: ROBERT TREJO	TREJO AND TREJO INVESTMENTS, L.L.C. P.O. BOX 404 WESLACO, TX 78596	(956) 988-2570 (956) 988-4797
ENGINEER: GILBERT J. GUERRA, P.E.	921 S. 10TH AVENUE EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083
SURVEYOR: JOSE MARIO GONZALEZ, R.P.L.S.	8207 WATED ESCOBAR MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5156

INDEX TO SHEETS OF NORTH CROSS SUBDIVISION

SHEET	DESCRIPTION
1	HEADING; INDEX; LOCATION MAP AND ET; PRINCIPAL CONTACT; DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS
2	OWNERS DEDICATION; CERTIFICATION AND ATTESTATION; PUBLIC NOTARY CERTIFICATE; CITY APPROVAL CERTIFICATION;
3	COUNTY CLERK'S RECORDING CERTIFICATION; HIDALGO COUNTY DRAINAGE DISTRICT NO.1 CERTIFICATION;
4	HIDALGO AND CAMERON COUNTY IRRIGATION NO.9 CERTIFICATION; ENGINEER'S CERTIFICATION; SURVEYOR'S CERTIFICATION; REVISION NOTES.

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



DRAWN: ERIC YBARRA
DESIGN: ANDY RODRIGUEZ
CHECKED: GILBERT GUERRA
SURVEYOR: MARIO GONZALEZ
SCALE: 1"=60'
DATE: JUNE 16, 2008

ISSUED FOR:
FINAL

PLAT
SHEET
NORTHCROSS SUBDIVISION
WESLACO, TEXAS

PROJECT
SUB 06 017
PAGE NO.
1 OF 1

ORDINANCE NO. 2021-19

AN ORDINANCE ABANDONING AN EXISTING 10-FOOT UTILITY EASEMENT ALONG THE SOUTHSIDE LOT 22 NORTHCROSS SUBDIVISION, HIDALGO COUNTY, TEXAS, 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. Abandoning an existing 10-Foot Utility Easement along the southside Lot 22 Northcross Subdivision, 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 1st day of June 2021

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2021.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4255
From: Olga Garza		
Subject: Discussion and consideration on Ordinance 2021-20 amending Ordinance No. 71-4 Codified in the Code of Ordinances as Chapter 62 Garbage, Trash and Rubbish adopting new regulation regarding placement of garbage bins near mailboxes and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-20. Possible action. (Staffed by Public Works Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Olga Garza	Created/Initiated	
Pete Garcia	Approved	
Mike Perez	New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo Placement of Trash Cans near Mailboxes, O2021-20 Placement of Grabage Bins by Mailboxes		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: June 1, 2021

To: City Commission

From: Olga Garza, Assistant Public Works Director

Subject: Ordinance Placement of Trash Cans near Mailboxes

Cc: Mike Perez, City Manager
Vidal Roman, Finance Director

On May 18, an amendment to the Traffic Ordinance 200 was approved regarding parking vehicles near mailboxes. At the same meeting the subject regarding placement of trash cans near mailboxes was brought up but because it falls under a different ordinance we are bringing it back for approval. We are asking for approval to amend Ordinance 71-4 to add a subsection for a new regulation for placement of garbage bins within 10 feet of a mailbox a building/structure, low hanging wires, or any fence located in a residential use area.

Staff Recommends Approval.

ORDINANCE 2021-20

AN ORDINANCE AMENDING ORDINANCE NUMBER 71-4 CODIFIED IN THE CITY OF WESLACO CODE OF ORDINANCES AS CHAPTER 62, GARBAGE, TRASH, AND RUBBISH BY ADOPTING NEW REGULATIONS REGARDING PLACING CONTAINERS AND TRASH FOR COLLECTION, 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 71-4 passed and approved on March 2, 1971 as "Garbage, Trash, and Rubbish Ordinance" and Codified as Chapter 62 of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

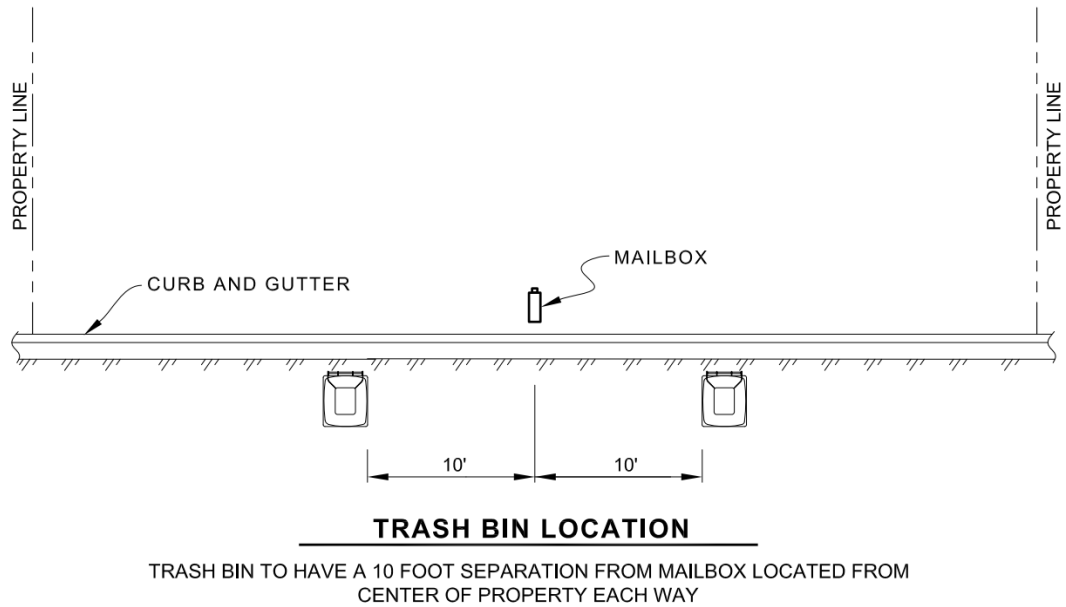
After second and final reading of this Ordinance the amended Garbage, Trash, and Rubbish ordinance sections will be adopted and codified as Chapter 62 of the Weslaco Code of Ordinances and said Chapter shall read as follows:

CHAPTER 62 GARBAGE, TRASH, AND RUBBISH

SECTION 62-10 PLACING CONTAINERS AND TRASH FOR COLLECTION

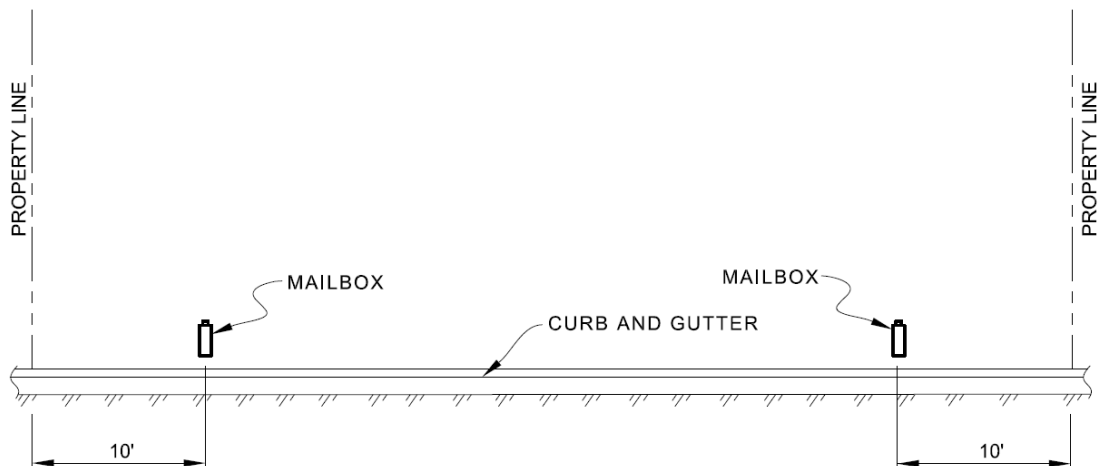
- (a) If the house, premises, building, lot or structure from which the garbage or trash is to be collected and removed is adjacent and accessible to an alley, the owner, occupant, tenant, or lessee of such premises shall be required to keep the garbage container and/or trash at the entrance to said alley where it may be easily accessible to the person collecting and removing trash or garbage. In the event it is not practicable to collect and remove the garbage and trash from an alley, or if there is no alley, the owner, occupant, tenant, or lessee of the premises shall place the container and/or trash at such point on his property as the proper agent of the city shall assign and designate as the most convenient and accessible for collecting and removing. At no time shall the container and/or trash be so placed that the alley will be blocked or obstructed.
- (b) Trash shall be placed in orderly, accessible stacks or piles to facilitate removal of same. Tree limbs, trunks, hedge and shrub cuttings shall not exceed five feet in length.
- (c) It shall be a violation to place garbage containers within 10 feet of a United States Postal box, a building/structure, low hanging wires, or any fence located in a residential use area in accordance with Figure 1.1, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturdays, except on federal holidays and except momentarily to load or unload passengers or merchandise.
 - (a) This ordinance shall not apply to non-conforming residential size lots or lots whose frontage width is less than 50 feet.

Figure 1.1



- (d) Existing mailboxes that have been deemed a nuisance due to proximity to neighboring property line by the Public Works Director or his designee must be relocated, at the property owners expense, to be at a minimum of 10 feet from the property line in accordance with Figure 1.2.
- (e) The installation of new mailboxes in areas that are not required by the United States Postal to have cluster boxes, must install said mailbox in accordance with Figure 1.2.

Figure 1.2



SECTION III. 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
this 1st day of June 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission
this ____ day of _____, 2021.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4254
From:		
Subject: Discussion and consideration to award RFB 2020-21-22 to Doggett Freightliner of South Texas for the purchase of a 40 Yd. Brush Grapple Truck and extended warranty in the amount not to exceed \$194,640 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Olga Garza Pete Garcia Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo 40 yd Brush Truck RFB, BRUSH TRUCK TAB 5.13.2021 (2)		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: June 1, 2021
To: City Commission
From: Olga Garza, Assistant Public Works Director
Subject: New 40 Yd Brush Grapple Truck
Cc: Mike Perez, City Manager
Vidal Roman, Finance Director

On May 13, we received 3 bids for the 40 Yd Brush Grapple Truck RFB No.: 2020-21-22. Public Works Department is requesting approval to award the lowest bid to Doggett Freightliner of South Texas for a New 2023 Freightliner M2-106, W/TL-3, 40 yd Body in the amount of \$191,548. The unit meets the minimum specifications. We would like to add the extended warranty to be purchased for \$3,092 for 5 years/150,000 miles. The total amount is **\$194,640.**

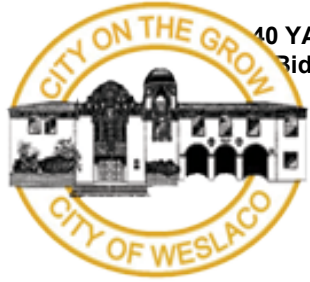
Once approved we will include a budget amendment in the next regular commission meeting.

Staff Recommends Approval.



CITY OF WESLACO
40 YARD GRAPPLE BRUSH TRUCK RFB No.: 2020-21-22
Bid Opening held on: 5/13/2021 @ 3:00 PM via ZOOM

RUSH TRUCK CENTERS OF TEXAS 4700 N. CAGE PHARR, TEXAS 78577 JOE GONZALEZ 956-782-4511 gonzalezj@rushenterprises.com		DOGGETT FREIGHTLINER OF SOUTH TEXAS 3103 NORTH CAGE BLVD. PHARR, TEXAS 78577 MARK BRUNNEMAN 956-559-3322 mark.brunneman@doggett.com	
Total Price		Total Price	
\$224,630.14		\$191,548.00	
PETERBILT 548		2023 FREIGHTLINER M2-106	
390-420 DAYS		DELIVERED BEFORE 4/15/2022	



CITY OF WESLACO

40 YARD GRAPPLE BRUSH TRUCK RFB No.: 2020-21-22

Bid Opening held on: 5/13/2021 @ 3:00 PM via ZOOM

			RUSH TRUCK CENTERS OF TEXAS 4700 N. CAGE PHARR, TEXAS 78577 JOE GONZALEZ 956-782-4511 gonzalezj@rushenterprises.com	DOGGETT FREIGHTLINER OF SOUTH TEXAS 3103 NORTH CAGE BLVD. PHARR, TEXAS 78577 MARK BRUNNEMAN 956-559-3322 mark.brunneman@doggett.com	RUSH TRUCK CENTERS OF TEXAS 4700 N. CAGE PHARR, TEXAS 78577 JOE GONZALEZ 956-782-4511 gonzalezj@rushenterprises.com
Item	Description	Estimated Qty	Total Price	Total Price	Total Price
1	40 YARD BRUSH TRUCK	1	\$224,630.14	\$191,548.00	\$221,000.44
	2023 PETERBILT 548 W/TL-3, 40 YD BODY, 360HP			2023 FREIGHTLINER M2-106, W/TL-3, 40 YD BODY, 360 HP	2023 PETERBILT 548, PAC-MAC, W/KB-20, 46,000 LBS, 360 HP
	1 YR WARRANTY PARTS AND LABOR ENGINE & AFTER TREATMENT: 5 YR/200,000 MILES			1 YR WARRANTY PARTS AND LABOR EXTENDED WARRANTY OPTIONAL	1 YR WARRANTY PARTS AND LABOR ENGINE & AFTER TREATMENT: 5 YR/200,000 MILES
	390-420 DAYS			DELIVERED BEFORE 4/15/2022	390-420 DAYS



Standardized Agenda Request Form

Date of Meeting: June 1, 2021		Agenda Item No. (to be assigned by CSO): 2021-4246
From: David Arce		
Subject: Discussion and consideration to approve an Interlocal Agreement between Leisure World and City of Weslaco for Water/Wastewater Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
NORMA CANTU Pete Garcia Mike Perez		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo Water Wastewater Interlocal Agreement, Wastewater Agreement Leisure World , Wastewater Agreement Trailes end RV Park , Water Access Agreement leisure world rv , Water Access Agreement trails end rv park		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: June 1, 2021

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: Water/Wastewater Services Interlocal Agreement

Cc: Mike Perez, City Manager
Vidal Roman, Finance Director

TCEQ is requesting the city to submit a service agreement for Trials End RV Park located at 2001 S. Texas and Leisure World RV Park located at 400 E. 18th St. even though they both currently have city water. We could not find a service agreement for them. The service agreement is needed to have the parks removed from the states data base as a (PWS) Public Water System since they are getting water from the city of Weslaco. All other documentation and requirements have been addressed.

THE STATE OF TEXAS § AGREEMENT REGARDING
CITY OF WESLACO § WASTEWATER SERVICE FOR
COUNTY OF HIDALGO § THE PROPOSED SUBDIVISION

NAME: Leisure World RV Park

LOCATION: 400 E. 18th St. Weslaco Tx, 78596

LEGAL DESCRIPTION: Leisure World RV Park

I. PARTIES.

This agreement is by and between the City of Weslaco and Leisure World RV Park, to-wit for a period of 30 years: The City of Weslaco is the governing board or owner of a retail public utility which provides wastewater treatment and is known as City of Weslaco South Wastewater Treatment Plant.

II. TERMS.

This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development Board's Economically Distressed Areas Program Model Subdivision Rules, (*pursuant to Ordinance No. 2013-24, passed and approved by the City Commission of the City of Weslaco, Texas, on October 15, 2013*). The RV Park currently has a wastewater collection system that is connected to the City of Weslaco's wastewater treatment system. Such wastewater consists of domestic sewage, i.e., waterborne human waste and waste from domestic activities such as bathing, washing, and food preparation. The City of Weslaco has reviewed the plans for the Park (the "Plans") and has estimated the wastewater flow from the Park (the projected wastewater flow) to be approximately 129,805 gallons daily.

The City of Weslaco covenants that it has or will have the capacity to treat the projected wastewater flow, and that it will treat that wastewater flow for at least thirty years. The City of Weslaco reserves the right to treat the projected wastewater flow at the time and on the terms and conditions which the City believes is most advantageous to the City. These covenants will be in effect until thirty years after the RV's Park wastewater collection system has been connected to the City of Weslaco's wastewater treatment plant.

By affixing his or her signature to this Agreement, the person signing for the City of Weslaco warrants that he or she is authorized to sign this Agreement on behalf of the City of Weslaco. By affixing his or her signature to this Agreement, the person signing for the RV Park warrants that he or she is authorized to sign this Agreement on behalf of Leisure World RV Park.

THE CITY OF WESLACO:

By: _____

David Suarez
Mayor

Date: _____

Leisure World RV Park:

By: _____

(*Name*)

Owner

Date: _____

ATTEST:

Norma A. Cantu, City Secretary

APPROVE AS TO FORM:

Juan E. Gonzalez, City Attorney

THE STATE OF TEXAS § AGREEMENT REGARDING
CITY OF WESLACO § WASTEWATER SERVICE FOR
COUNTY OF HIDALGO § THE PROPOSED SUBDIVISION

NAME: Trails End RV Park

LOCATION: 2001 S. Texas

LEGAL DESCRIPTION: Trails End RV Park

I. PARTIES.

This agreement is by and between the City of Weslaco and Trails End RV Park, to-wit for a period of 30 years: The City of Weslaco is the governing board or owner of a retail public utility which provides wastewater treatment and is known as City of Weslaco South Wastewater Treatment Plant.

II. TERMS.

This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development Board's Economically Distressed Areas Program Model Subdivision Rules, (*pursuant to Ordinance No. 2013-24, passed and approved by the City Commission of the City of Weslaco, Texas, on October 15, 2013*). The RV Park currently has a wastewater collection system that is connected to the City of Weslaco's wastewater treatment system. Such wastewater consists of domestic sewage, i.e., waterborne human waste and waste from domestic activities such as bathing, washing, and food preparation. The City of Weslaco has reviewed the plans for the Park (the "Plans") and has estimated the wastewater flow from the Park (the projected wastewater flow) to be approximately 129,805 gallons daily.

The City of Weslaco covenants that it has or will have the capacity to treat the projected wastewater flow, and that it will treat that wastewater flow for at least thirty years. The City of Weslaco reserves the right to treat the projected wastewater flow at the time and on the terms and conditions which the City believes is most advantageous to the City. These covenants will be in effect until thirty years after the RV's Park wastewater collection system has been connected to the City of Weslaco's wastewater treatment plant.

By affixing his or her signature to this Agreement, the person signing for the City of Weslaco warrants that he or she is authorized to sign this Agreement on behalf of the City of Weslaco. By affixing his or her signature to this Agreement, the person signing for the RV Park warrants that he or she is authorized to sign this Agreement on behalf of Trails End RV Park

THE CITY OF WESLACO:

By: _____

David Suarez
Mayor

Date: _____

Trails End RV Park:

By: _____

(Name)

Owner

Date: _____

ATTEST:

Norma A. Cantu, City Secretary

APPROVE AS TO FORM:

Juan E. Gonzalez, City Attorney

**THE STATE OF TEXAS
CITY OF WESLACO
COUNTY OF HIDALGO**

**§ AGREEMENT REGARDING
§ WATER SERVICE FOR
§ THE PROPOSED SUBDIVISION**

NAME: LEISURE WORLD RV PARK

LOCATION: 400 E. 18th St., Weslaco Tx, 78596

LEGAL DESCRIPTION: Leisure World RV Park

I. PARTIES

This agreement is by and between the City of Weslaco and Leisure World RV Park, to-wit for a period of 30 years: The City of Weslaco owns a retail public utility which supplies drinking water known as City of Weslaco Water Plant.

II. TERMS

This Agreement is entered in partial satisfaction of requirements of the Texas Water Development Board's Economically Distressed Areas Program Model Subdivision Rules, *Ordinance No. 2013-24, adopted by the City Commission of the City of Weslaco on October 15, 2013*. The City of Weslaco has reviewed the plans for the RV Parks (the "Plans") and has estimated the drinking water flow to be needed by the subdivision under fully built-out conditions (357 single family lots) to be approximately 144,228 gallons daily.

The City of Weslaco covenants that it has or will have the ability to provide the anticipated water flow for at least thirty years, and that it will provide that water flow. The City of Weslaco reserves the right to provide the needed water at the time and on the terms and conditions which the City believes is most advantageous to the City. These covenants will be in effect until thirty years after the RV Parks water distribution system has been connected to the City of Weslaco's water supply system.

By affixing his or her signature to this Agreement, the person signing for the City of Weslaco warrants that he or she is authorized to sign this Agreement on behalf of the City of Weslaco. By affixing his or her signature to this Agreement, the person signing for the RV Park warrants that he or she is authorized to sign this Agreement on behalf of the RV Park.

THE CITY OF WESLACO:

By: _____

David Suarez
Mayor

Date:_____

Leisure World RV PARK:

By:_____

(*Name*)

Owner

Date:_____

ATTEST:

Norma A. Cantu, City Secretary

APPROVE AS TO FORM:

Juan E. Gonzalez, City Attorney

THE STATE OF TEXAS	§	AGREEMENT REGARDING
CITY OF WESLACO	§	WATER SERVICE FOR
COUNTY OF HIDALGO	§	THE PROPOSED SUBDIVISION

NAME: TRAILS END RV RESORT

LOCATION: 2001 S. Texas, Weslaco Tx, 78596

LEGAL DESCRIPTION: Trails end Rv Resort

I. PARTIES

This agreement is by and between the City of Weslaco and Trails End RV Resort, to-wit for a period of 30 years: The City of Weslaco owns a retail public utility which supplies drinking water known as City of Weslaco Water Plant.

II. TERMS

This Agreement is entered in partial satisfaction of requirements of the Texas Water Development Board's Economically Distressed Areas Program Model Subdivision Rules, *Ordinance No. 2013-24, adopted by the City Commission of the City of Weslaco on October 15, 2013*. The City of Weslaco has reviewed the plans for the RV Parks (the "Plans") and has estimated the drinking water flow to be needed by the subdivision under fully built-out conditions (357 single family lots) to be approximately 144,228 gallons daily.

The City of Weslaco covenants that it has or will have the ability to provide the anticipated water flow for at least thirty years, and that it will provide that water flow. The City of Weslaco reserves the right to provide the needed water at the time and on the terms and conditions which the City believes is most advantageous to the City. These covenants will be in effect until thirty years after the Parks water distribution system has been connected to the City of Weslaco's water supply system.

By affixing his or her signature to this Agreement, the person signing for the City of Weslaco warrants that he or she is authorized to sign this Agreement on behalf of the City of Weslaco. By affixing his or her signature to this Agreement, the person signing for the RV Park warrants that he or she is authorized to sign this Agreement on behalf of the RV Park.

THE CITY OF WESLACO:

By: _____

David Suarez
Mayor

Date:_____

Trails End RV PARK:

By:_____

(*Name*)

Owner

Date:_____

ATTEST:

Norma A. Cantu, City Secretary

APPROVE AS TO FORM:

Juan E. Gonzalez, City Attorney