A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 4, 2022

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, January 4, 2022 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

A. Certification of Public Notice.

B. Invocation.

C. Pledge of Allegiance.

D. Mayoral Recognition.
Proclamation - Mayor Joe V. Sanchez
Proclamation - 100 Year Celebration - Gregorio Hinojosa

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. 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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 Special Meeting on December 14, 2021
(Staffed by City Secretary Department.) Attachment.

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

1) Ordinance 2021-50 to rezone 3701 S. Westgate also being 9.98 ac out of Farm Tract 795, West and Adams Tract, Weslaco, Hidalgo County, Texas from M-1 Mobile Home Subdivision to R-1 One Family Dwelling District and authorize the Mayor to execute any related documents. (First reading held December 14, 2021; staffed by Planning & Code Enforcement Department.) Attachment.

2) Ordinance 2021-51 to rezone 3210 N Texas also being 18.067ac being a part or portion out of Farm Tracts 108 &109, The West and Adams Tracts, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to a Planned Unit Development (PUD) and authorize the Mayor to execute any related documents. (First reading held December 14, 2021; staffed by Planning & Code Enforcement Department.) Attachment.

3) Ordinance 2021-52 amending Ordinance 2018-02 being the Zoning Ordinance to create a R-4 Residential one family / narrow lot zoning and authorize the Mayor to execute any related documents. (First reading held December 14, 2021; staffed by Planning and Code Enforcement.) Attachment.

C. Approval on annual renewal of the Affiliation Agreement for Clinical Experience with the City of Weslaco Fire/EMS and Texas State Technical College - Harlingen and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment.

D. Approval of a Memorandum of Understanding between the City of Weslaco Fire Department and the McAllen Fire Department regarding participation in clinical rotations on ambulance and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment.

E. Approval on amendments and extension from January 7, 2022 to February 7, 2022 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. (Staffed by Interim City Manager.)

F. Approval to authorize staff to solicit Request for Proposals for Fines and Fees Collection Services of delinquent municipal court accounts and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.)

IV. APPOINTMENTS

A. Discussion and consideration on Resolution 2022-01 appointing two members to the Tower of Honor Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment.

V. NEW BUSINESS

A. Discussion and consideration of date, time and place for a City Commission Retreat to discuss the following: 1) City of Weslaco Master Plan; 2) Business Plan for Water/Wastewater Collection; 3) Hike and Bike Trails; 4) Sanitation Fees and Master Fee Schedule; 5) Updates Service Credits; 6) Electioneering Ordinance; 7) Financing for Municipal Pool; 8) Street Improvements; and 9) Other Improvements and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)

B. Discussion and consideration on the date of January 13, 2022 for a joint workshop with Weslaco Independent School District to discuss joint efforts for Hike and Bike Trails, Regional Detention Facility at Cleckler-Heald School and school lot paving improvements. Possible action. (Staffed by Interim City Manager.)

C. Discussion and consideration to approve the Wholesale Wastewater Treatment Interlocal Agreement between the City of Weslaco and North Alamo Water Supply Corporation (NAWSC) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

D. Discussion and consideration for the City of Weslaco to assume responsibility for the monthly streetlight bill for North Park Place Phase I and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

E. Discussion and consideration of proposed change order #16 in the amount of $40,000 for the Pleasantview & 11th Street Drainage Improvements Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.

F. Discussion and consideration to award a bid for the fencing project at Mayor Pablo Pena Park to Hurricane Fence Company for the amount of $77,292 to be paid from the TWDB Drainage proceeds and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.

G. Discussion and consideration to award RFB 2021-22-06 Annual Grounds Maintenance Contract to South Texas Landscaping & Irrigation of Penitas, Texas in the amount of $37,165 for one year with an option to renew annually up to an additional 4 years and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.

H. Discussion and consideration on interviews of the top three Architectural firms and possible selection for the New Library/Library Renovation Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library 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 or fact, exemplary damages.

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

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

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

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

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

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

B. Contract Negotiations - Discussion with the Interim City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Police Union (Weslaco Municipal Police Association) as authorized by section §551.071 of the Texas Government Code.

C. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of city-owned real property legally described as Lot 8, Block 33, Weslaco Original Townsite as authorized by section §551.072 of the Texas Government Code.

D. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of various city-owned real property to Affordable Homes of South Texas, Inc., TuCasa Investments, Inc as authorized by section §551.072 of the Texas Government Code.

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

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

G. Legal Consultation - Consultation with City Attorney relating to 380 Agreement between City of Weslaco and SDI Weslaco Holdings, LLC. as authorized by section §551.071 of the Texas Government Code.

H. Legal Consultation - Consultation with City Attorney regarding the Performance Contracting Agreement between the City of Weslaco and Siemens Industry Inc. as authorized by section §551.071 of the Texas Government Code

I. Legal Consultation - Consultation with City Attorney regarding *Cause No. C-4353-21-H Esmeralda Hernandez, Individually and A/N/F of K.G. and R.G. Minors Plaintiffs vs. City of Weslaco Defendant* as authorized by section §551.071 of the Texas Government Code.

J. Legal Consultation - Consultation with City Attorney regarding *Cause No. C-5114-21-F Yarizel G. Morales vs. City of Weslaco* as authorized by section §551.071 of the Texas Government Code.

K. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project Bridge as authorized by section §551.087 of the Texas Local 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 30th of December 2021 at or before 4:00 pm 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:

PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN".

"DE ACUERDO CON LA SECCION 30.06 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA OCULTA".

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIEDHANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY".

“DE ACUERDO CON LA SECCION 30.07 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA A LA VISTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA A LA VISTA”.

Standardized Agenda Request Form

Date of Meeting: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4690

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	Created/Initiated
ADELAIDA VEGA	Approved
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
A. Mayor will Call to Order and certify Public Notice.
B. Pastor Timothy Aguiar, Open Door Baptist Church will lead the invocation.
C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag.
D. Mayoral Recognition.
E. City Secretary will call roll.
Four or more Commissioners present constitute a Quorum; otherwise, no action

Attachments, if any:
Pledge and Mission updated as of 11-17-21

Responsibilities upon Approval:

City of Weslaco

"The City on the Grow"

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

Andrew Muñoz, Interim 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: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4695

From:

Subject:
Approval of the Minutes of the Special Meeting on December 14, 2021 (Staffed by City Secretary Department.) Attachment.

Background:
Record of commission action for the special meeting on December 14, 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	Created/Initiated
ADELAIDA VEGA	Approved
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Approve.

Attachments, if any:
21-12-14 minutes

Responsibilities upon Approval:
Execute and retain.

MINUTES
WESLACO CITY COMMISSION
SPECIAL MEETING
TUESDAY, DECEMBER 14, 2021

On this 14th day of December 2021 at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Special Meeting.

Mayor Suarez called the meeting to order. The following city officials were present, a quorum was established, and the following proceedings were held.

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

Also present: Vidal Roman, Finance Director, Aida Vega, Deputy City Secretary, Rebekah de la Fuente, Director of Planning and Code Enforcement, Joe Pedraza, Assist Planning and Code Enforcement, Antonio Lopez, Fire Chief, Joel Rivera, Police Chief, Gus Ramirez, Assistant Fire Chief, Martin Vela, IT Director, Luz Galindo, HR Director Omar Rodriguez, Parks and Recreation Director and other staff members.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, December 10, 2021.

B. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

C. Roll Call.

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

II. PUBLIC COMMENTS

Nicholas Hernandez, Park Meadows resident, requested favorable consideration to have a separate entrance for the apartment complex development; requested closure of the entrance on Clifton Street to minimize traffic voicing concerns of safety for the children and residents and thanked the commission for meeting and hearing the concerns of the residents for a resolution.

Commissioner Kerr in attendance.

III. PUBLIC HEARING

Commissioner Kerr seconded by Mayor Pro Tem Pedraza moved to open the public hearing at 5:45 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Javier Hinojosa to rezone 3701 S. Westgate, also being 9.98 ac out of Farm Tract 795, West and Adams Tract, Weslaco, Hidalgo County, Texas from M-1 Mobile Home Subdivision to R-1 One-Family Dwelling District.

B. To solicit input on behalf of Melden & Hunt to rezone 3210 N. Texas Blvd. also being 18.067ac being a part or portion out of Farm Tracts 108 &109, The West and

Adams Tracts, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to a Planned Unit Development (PUD).

C. To solicit input on behalf of Veras King o Meats 3 LLC. to approve a Conditional Use Permit for a Wine and Malt Beverage Retailer's Off-Premise permit at 2941 N. Texas Blvd. also being Lot C-2, Apostolic Assembly Church Subdivision, Weslaco, Hidalgo County, Texas.

D. To solicit input on behalf of Teddy's Barbecue LLC to approve a Conditional Use Permit for a Wine and Malt Beverage Retailer's On-Premise permit at 2807 N. Texas Blvd. also being Lot 16, Block 2, Tejas Dos Subdivision, Weslaco, Hidalgo County, Texas.

E. To solicit input on the proposed demolition order for unoccupied buildings as dilapidated, substandard, unfit for human habitation and a hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225 located at:

1. 101 N. Texas Ave, Gonzales addition Blk 1 Lots 1,2,3,4, Weslaco, Hidalgo County, Texas. Owner: Martha Nunez;
2. 1410 Clifton St. C Davenport Blk 9 Lots 6 & 7, Weslaco, Hidalgo County, Texas. Owner: Asuncion Sagredo Puente;
3. 1502 Mile 5 North St. West Tract N383.50'-E220'-W660' FT 795 1.94AC GR 1.79AC NET, Weslaco, Hidalgo County, Texas. Owner: Rogelio and Maria Olvera;
4. 514 N. Cantu St. Valle Vista #2 Blk 3 Lots 8 & 9, Weslaco, Hidalgo County, Texas. Owner: Arcelia Chavez Hernandez;
5. 422 S Utah Ave, West Tract being an irrigation tract N-416'-S435.45'-E671.78'ft 53. 3.84acre. Owner: NANDYPATY Family Limited Partnership;
6. 300 Bluebonnet, Expressway Heights Blk 3 Lots 3, 4 and 5, Weslaco, Hidalgo County, Texas. Owner: Adelia Vasquez;
7. 1507 Davenport, Subdivision C Davenport Blk 8 Lots 17 & 18, Weslaco, Hidalgo County, Texas. Owner: Ninfa Rodriguez;
8. 608 S. Illinois Ave, Weslaco Original Townsite Blk 48, all of Lot 5 and – N. ½ of Lot 6, Weslaco, Hidalgo County, Texas. Owner: Randal J. Taylor ET AL;
9. 901 Academy St. Gulf Terrace W220'-Lot 10, BLK 2, Weslaco, Hidalgo County, Texas. Owner: Weslaco ISD School District.

There being no comments, Mayor Pro Tem Pedraza seconded by Commissioner Farias moved to close the public hearing at 5:46 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 of the Minutes of the Regular Meeting on November 16, 2021 (Staffed by City Secretary Department.)

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

1) Ordinance 2021-45 to rezone 409 N Kansas Ave also being Lot 16, Block 4, Gonzalez Addition Subdivision, Weslaco, Hidalgo County, Texas from R-1 Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held November 16, 2021; staffed by Planning & Code Enforcement Department.)

2) Approval on Ordinance 2021-46 to rezone 110 W Adelita St. also being Lot 26, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held on November 16, 2021; staffed by Planning & Code Enforcement Department.)

3) Ordinance 2021-48 for the Voluntary Annexation of Texas Heights Subdivision– being 18.067 a part or portion out of Farm Tracts 108 &109, The West and Adams Tracts, Weslaco, Hidalgo County, Texas located on Texas Blvd & Northcross Avenue and authorize the Mayor to execute any related documents. (First reading held November 16, 2021; staffed by Planning & Code Enforcement Department.)

C. Approval to ratify Resolution 2021-62 for the temporary closure of State Right-of-Way for the City of Weslaco public event, the 2021 Weslaco Lighted Christmas Parade on December 11, 2021 and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

D. Approval of a six-month extension for the Final Plat for MMN # 1 – being the south 5.00 acre of the East 20 acres of Farm Tract 98, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately the southwest corner of Mile 1/2W Rd. and Olivarez St. and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

E. Approval of a six-month extension for the Final Plat for The Woods Subdivision– being a 0.75 gross acre out of Farm Tract 1076, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 600 ft west of FM 1015 along the North side of Hernandez St. and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

F. Approval of a Bi-Annual Interlocal Agreement 2022-2024 between Rio Grande Valley Communications District (known as "RGV 9-1-1") and the City of Weslaco, Police Department for 9-1-1 Service and authorize the Mayor to execute any related documents. (Staffed by Police Department)

G. Approval on request from The Eatery for the street closure of Kansas Street between 4th Street and 5th Street for an event "Ugly Sweater Block Party" at 400 S. Kansas Avenue on December 23, 2021 from 5:00pm to 12:00am and authorize the Mayor to execute any related documents. (Staffed by Interim City Manager.)

H. Approval to authorize staff to purchase a Certificate of Deposit from Greater State Bank in the amount of $240,000 for a term of 18 months utilizing the Library Marion Booth Endowment Funds; approve Resolution 2021-63 authorizing designated individuals as signatories on certain legal financial documents with Greater State Bank and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)

I. Approval on Resolution 2021-64 for submission of a grant application for the FY2022 Border Zone Fire Departments Grant (BZFD) to the Office of the Governor, Public Safety Office Homeland Security Grants Division for Equipment, Supplies and/or Direct Operating Expenses associated with border security activities with NO MATCH REQUIRED and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)

J. Approval to ratify dedication of the 10-foot Easement and Right-of-Way to AEP Texas Inc for electric distribution lines for the Weslaco North Fire Station Subdivision (Judge Gilbert Garza Park project) and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

Mayor Pro Tem Pedraza seconded by Commissioner Rodriguez moved to approve consent agenda A, B, C, D, E, F, H, and I, withholding item G and J as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Approval on request from The Eatery for the street closure of Kansas Street between 4th Street and 5th Street for an event "Ugly Sweater Block Party" at 400 S. Kansas Avenue on December 23, 2021 from 5:00pm to 12:00am and authorize the Mayor to execute any related documents. (Staffed by Interim City Manager.)

Mayor Pro Tem Pedraza seconded by Commissioner Rodriguez moved to discuss.

Eli Gonzales, representing the Eatery, requested favorable consideration and available to answer questions on concerns the commission may have.

Mayor Pro Tem Pedraza stated a concern raised is the trash after an event. Mr. Gonzales stated they have commercial bins (3) and barrels placed out for an event; would hire additional help if necessary, to empty and dispose of trash; events help the small businesses and brings out the community to enjoy an outdoor event with music and vendors.

Mayor Suarez questioned if tables, chairs, and lights are being rented to the vendors and being placed on the closed street. Mr. Gonzales stated the vendors bring their tables and chairs and pay Mr. Gallegos to set-up on the street. Mr. Miguel Gallegos, owner, stated any recommendations and/or guidance on what is required to have their event would be adhered to.

The City Attorney recommended consultation in executive session to consult with them the use of a public street to ensure no laws are being violated.

J. Approval to ratify dedication of the 10-foot Easement and Right-of-Way to AEP Texas Inc for electric distribution lines for the Weslaco North Fire Station Subdivision (Judge Gilbert Garza Park project) and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

Commissioner Kerr abstained from discussion and vote.

Mayor Pro Tem Pedraza seconded by Commissioner Rodriguez moved to approve the dedication of the 10-foot Easement and Right-of-Way to AEP Texas. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and voting.

For the record following are the ordinance caption.

ORDINANCE NO. 2021-45

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 409 N KANSAS AVE ALSO BEING LOT 16, BLOCK 4, GONZALEZ ADDITION SUBDIVISION, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT SUBDIVISION DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

ORDINANCE NO. 2021-46

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 110 W ADELITA ST ALSO BEING LOT 26, SAN FRANCISCO SUBDIVISION, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT SUBDIVISION DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

ORDINANCE NO. 2021-48

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 40.00 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.

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 to approve Ordinance 2021-49 authorizing and allowing under the act governing the TMRS system "Updated Service Credit" and establishing an effective date for such actions and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2021-49. Possible action. (This was tabled on November 16, 2021; staffed by Human Resources Department.)

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to remove the item off the table. The motion carried; Mayor Suarez was present and voting.

Luz Galindo, Human Resources Director, recommended approval to adopt the ordinance ad hoc (one-time basis) as presented with the updated service credit at 50% and 30% CPI and discuss at a workshop the benefits of adopting a repeating ordinance.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve Ordinance 2021-49 authorizing and allowing the TMRS system "Updated Service Credit" as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record following is the ordinance caption.

TEXAS MUNICIPAL RETIREMENT SYSTEM

ORDINANCE NO. 2021-49

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

CITY OF WESLACO
/s/David Suarez, MAYOR

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

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

B. Discussion and consideration on request from Park Meadows Neighbors for a separate entrance and exit for Airport Heights Subdivision and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

The City Attorney recommended consultation in executive session.

VI. NEW BUSINESS

A. Discussion and consideration after a public hearing on behalf of Javier Hinojosa on Ordinance 2021-50 to rezone 3701 S. Westgate also being 9.98 ac out of Farm Tract 795, West and Adams Tract, Weslaco, Hidalgo County, Texas from M-1 Mobile Home Subdivision to R-1 One Family Dwelling District and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-50. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Director of Planning and Code Enforcement, stated thirty-nine property owners were notified with no objection received; owner had previously zoned to M-1 Mobile Home District and now requested to rezone to single family. The Planning and Zoning Commission and staff recommended approval based on the 2040 Land Use Map and existing surrounding land use.

Commissioner Rodriguez seconded by Commissioner Lopez moved to approve Javier Hinojosa on Ordinance 2021-50 to rezone 3701 W. Westgate as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Melden & Hunt on Ordinance 2021-51 to rezone 3210 N Texas also being 18.067ac being a part or portion out of Farm Tracts 108 &109, The West and Adams Tracts, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to a Planned Unit Development (PUD) and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-51. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated eleven property owners were notified with no objection received; this is a new subdivision development located on North FM 88 that will a coving design. The Planning & Zoning Commission and staff recommended approval.

Commissioner Farias seconded by Mayor Pro Tem Pedraza moved to approve Ordinance 2021-51 to rezone 3210 N. Texas as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Veras King o Meats 3. LLC. to approve a Conditional Use Permit for a Wine and Malt Beverage Retailer's Off-Premise permit at 2941 N. Texas Blvd. also being Lot C-2, Apostolic Assembly Church 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 nineteen property owners were notified with no objection received; the primary use will be a meat market. The Planning & Zoning Commission and staff recommended approval of the conditional use permit.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve Veras King O Meats 3 LLC Conditional Use Permit, 2941 N. Texas Blvd. as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration after public hearing on behalf of Teddy's Barbecue LLC. to approve a Conditional Use Permit for a Wine and Malt Beverage Retailer's On-Premise permit at 2807 N Texas Blvd. also being Lot 16, Block 2, Tejas Dos 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 twenty-three property owners were notified with no objection received; this is an existing restaurant, Teddy's BBQ, whose primary use is restaurant that will have a ratio of 90% food to 10% alcohol. The Planning & Zoning Commission and staff recommended approval of the conditional use permit.

Commissioner Farias seconded by Commissioner Lopez moved to approve Teddy's Barbecue LLC Conditional Use Permit at 2807 N. Texas Blvd. as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to approve the Final Plat for Texas Heights Subdivision– being a 18.067 being a part or portion out of Farm Tracts 108 &109, The West and Adams Tracts Subdivision, Weslaco, Hidalgo County, Texas located on Texas Blvd & Northcross Avenue 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 one-hundred eighty-one lot subdivision inside city limits for residential use; serviced with water and sewer by the City; developer will be constructing a new lift station in the area and requested variances for front setback of 20 feet or greater and for lot size of 5,000 square feet or greater as recommended by the Planning and Zoning Commission. The Planning and Zoning Commission and staff recommended approval with variances to apply only to this type of development design (coving).

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve the Final Plat for Texas Heights Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to approve the Final Plat for Weslaco International Industrial Park – being a 146.09-acre tract of land out of Farm Tracts 1056, 1057and 1058, Block 116, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast corner of intersection Mile 9 & FM 1015 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 twenty-lot subdivision; inside city limits and is the city's new industrial park; serviced with water from North Alamo Water Supply and sewer from the City. The Planning and Zoning Commission and staff recommended approval.

Commissioner Kerr seconded by Commissioner Lopez moved to approve the Final Plat for Weslaco International Industrial Park as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration on Ordinance 2021-52 amending Ordinance 2018-02 being the Zoning Ordinance to create a R-4 Residential one family / narrow lot zoning and

authorize the Mayor to execute any related documents. First reading of Ordinance 2021-52. Possible action. (Staffed by Planning and Code Enforcement.)

Rebekah de la Fuente stated the city is seeing a growing trend for smaller narrow type of single-family residential lots that are more affordable; the proposed ordinance would create an R-4 District that would have a minimum lot size of 5,000 to 5,500 square feet. The Planning and Zoning Commission recommended approval with setbacks for an R-4 zone district be 25 feet front setback, cul-da-sac- 15 feet, side setbacks 5 feet, rear setbacks 20 feet and minimum lot width of 50 feet. Staff further stated based on the proposed setbacks this would create a building lot area of 2,200 sq feet. Staff recommended approval with the recommendations as set by the Planning and Zoning Commission.

Mayor Pro Tem Pedraza seconded by Commissioner Rodriguez moved to approve Ordinance 2021-52 amending Ordinance 2018-02 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building as dilapidated, substandard, unfit for human habitation and a hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225 listed and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Commissioner Kerr seconded by Commissioner Lopez moved to approve.

Joe Pedraza, Assistant Planning and Code Enforcement Director stated he would go over the recommendations from staff and the Board of Adjustments and Appeals to the Building Codes and the commission could act on one vote or consider individually.

Mayor Suarez stated the original motion will be entertained individually for a vote on each item as presented. There was no objection.

1. 101 N. Texas Ave, Gonzales addition Blk 1 Lots 1,2,3,4 , Weslaco, Hidalgo County, Texas. Owner: Martha Nunez.

Joe Pedraza stated no action because posting of notices need to be republished.

2. 1410 Clifton St. C Davenport Blk 9 Lots 6 & 7, Weslaco, Hidalgo County, Texas. Owner: Asuncion Sagredo Puente.

Joe Pedraza stated the Board of Adjustments and Appeals recommended a six-month extension to bring structure to code and staff recommended demolition.

Mayor Suarez called the question for a six-month extension. The motion carried unanimously; Mayor Suarez was present and voting.

3. 1502 Mile 5 North St.West Tract N383.50'-E220'-W660' FT 795 1.94AC GR 1.79AC NET, Weslaco, Hidalgo County, Texas. Owner: Rogelio and Maria Olvera.

Joe Pedraza stated no action because posting of notices need to be republished

4. 514 N. Cantu St. Valle Vista #2 Blk 3 Lots 8 & 9, Weslaco, Hidalgo County, Texas. Owner: Arcelia Chavez Hernandez.

Joe Pedraza stated the Board of Adjustments and Appeals, and staff recommended demolition.

Mayor Suarez called the question for demolition. The motion carried unanimously; Mayor Suarez was present and voting.

5. 422 S Utah Ave, West Tract being an irrigation tract N-416'-S435.45'-E671.78'ft 53. 3.84AC. Owner: NANDYPATY Family Limited Partnership.

Joe Pedraza stated the owner has begun cleanup efforts, will be assisted with roll off containers (2) under the clean sweep program and the Board of Adjustments and Appeals approved a six-month extension for completion if not City would demolish and file a lien on the property. Staff recommended demolition.

Discussion ensued on prior extensions activity, and timeline.

Commissioner Farias moved to approve a three-month extension. Mayor Pro Tem Pedraza seconded.

Mayor Suarez called the question on the motion. The motion carried unanimously; Mayor Suarez was present and voting

6. 300 Bluebonnet, Expressway Heights Blk 3 Lots 3, 4 and 5, Weslaco, Hidalgo County, Texas. Owner: Adelia Vasquez.

Joe Pedraza stated the Board of Adjustments and Appeals approved a six-month extension for demolition by owner if not city will demolish; will be assisted with roll off containers (2) under clean sweep program and noted the property has received prior extensions. Staff recommended demolition.

Discussion ensued on prior extensions activity, and timeline.

Mayor Suarez seconded by Mayor Pro Tem Pedraza moved to approve a three-month extension. The motion carried unanimously.

7. 1507 Davenport, Subdivision C Davenport Blk 8 Lots 17 & 18, Weslaco, Hidalgo County, Texas. Owner: Ninfa Rodriguez.

The Board of Adjustments and Appeals and staff recommended demolition.

Mayor Suarez called the question. The original motion carried unanimously; Mayor Suarez was present and voting.

8. 608 S. Illinois Ave, Weslaco Original Townsite Blk 48, all of Lot 5 and – N. ½ of Lot 6, Weslaco, Hidalgo County, Texas. Owner: Randal J. Taylor ET AL.

The Board of Adjustments and Appeals and staff recommended demolition.

Mayor Suarez called the question. The original motion carried unanimously; Mayor Suarez was present and voting.

9. 901 Academy St. Gulf Terrace W220'-Lot 10, BLK 2, Weslaco, Hidalgo County, Texas. Owner: Weslaco ISD School District.

Joe Pedraza stated ownership changed because of tax resale in October. The Board of Adjustments and Appeals and staff recommended demolition. Staff will move forward and contact new owner.

Mayor Suarez called the question. The original motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration on Resolution 2021-65 to approve "Authorized Signers" for New York Life Insurance and Annuity Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Luz Galindo recommended approval stating the resolution updates signatories as requested by the vendor.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve Resolution 2021-65 to approve Authorized Signers for New York Life Insurance and Annuity Corporation as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration on the lease purchase of 5 EKG Monitors (LP 15) for a total of $168,080 to be paid over 5 years as approved for FY 2021-2022 Capital Outlay Improvements General Fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Antonio Lopez, Fire Chief, recommended approval stating the equipment is identified in the five-year plan and by leasing now would have a cost savings of $55,000 to the city and the monitors (5) are in-house today and not one per year.

Commissioner Lopez seconded by Mayor Pro Tem Pedraza moved to approve lease purchase of 5-EKG Monitors (LP 15) for $168,080 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration on the purchase of a data storage network server for the city's library department with ARPA Funds in the amount of $41,500.65 through vendor Insight Public Sector with Texas DIR contract # DIR-TSO-3763 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Information Technology Department.)

Martin J Vela, IT Director, recommended to award Insight Public Sector in the amount of $41,500.65 for the purchase of a data storage network server to replace the existing server that has reached end-of-life/end-of-support and is a critical device to keep the city's library data stable and functional.

Commissioner Lopez seconded by Mayor Pro Tem Pedraza moved to approve purchase of a data storage network server with Insight Public Sector as presented. The motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration to accept the 2021 FY21 COPS Office Hiring Program Solicitation award in the amount of $500,000 with a 25% match over 36 months to advance the practice of community policing through the hire or rehire of additional career law enforcement officers and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Joel Rivera, Police Chief, stated Robert Lopez, Assistant Police Chief was successful in a grant award to the City of $500,000 under the COPS Hiring Grant that promotes the practice of community policing through the hire or rehire of additional career law enforcement officers to increase community policing. Staff recommended approval to accept the grant.

Commissioner Kerr seconded by Commissioner Lopez moved to accept the 2021 COPS Office Hiring Program Solicitation award in the amount of $500,000 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to award lowest bid for two (2) New 4x4 Backhoe loaders to Sourcewell vendor Doggett Heavy Machinery Services for an amount not to exceed $215,000 from the Capital Outlay Improvements Water/Wastewater Funds and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Pete Garcia, Public Works Director, stated monies are budgeted; bids were solicited through Buy board vendor with four responsive quotes received. Staff recommended approval to purchase two new backhoes from Doggett Heavy Machinery in the amount of $107,502 each; equipment meets all specs requested and will be utilized in the water and water collection division.

Commissioner Kerr seconded by Commissioner Lopez moved to award Doggett Heavy Machinery Services not to exceed $215,000 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration to award BuyBoard vendor Kinloch Equipment & Supply, Inc. for a TK-60XP Remote Controlled Mower, in amount not to exceed $65,000 from FY2021-22 Capital Outlay Improvements Drainage Fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from discussion and vote.

Pete Garcia stated monies are budgeted through the CIP FY2021-22 and stated the mower is needed to help maintain ditches that are sloped, and access is limited due to lack of easement; bids were solicited through Buy board vendor and staff recommended to award Kinloch Equipment & Supply in an amount not to exceed $65,000.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to award Kinloch Equipment & Supply, Inc. for TK-60XP Remote Controlled Mower not to exceed $65,000 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

O. Discussion and consideration to award BuyBoard vendor Cooper Equipment Company for a Tack Oil Wagon, an amount not to exceed $30,000 from FY2021-22 Capital Outlay Improvements Street Fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from discussion and vote.

Pete Garcia recommended approval to award Buy Board vendor Cooper Equipment Company for a Tack Oil Wagon for an amount not to exceed $30,000 from FY2021-22 Capital Outlay Improvements Street Fund. Monies are budgeted and will replace equipment that is manually operated.

Commissioner Kerr seconded by Mayor Pro Tem Pedraza moved to award Cooper Equipment Company for Tack Oil Wagon not to exceed $30,000 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

P. Discussion and consideration to award lowest bidder HGAC vendor Romco Equipment for the purchase of a New 2022 EC250ELR Long Reach Excavator with the trade-in of our current 1998 330BL CAT Long Reach, for an amount not to exceed $228,282 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Pete Garcia stated Buy Board bids were solicited; the equipment is a heavy piece equipment necessary for the maintenance of drainage ditches. Staff recommended approval to award lowest bidder HGAC vendor Romco Equipment for the purchase of a New 2022 EC250ELR Long Reach Excavator with the trade-in of our current 1998 330BL CAT Long Reach, for an amount not to exceed $228,282.

In response to Mayor Suarez, Interim City Manager, Andrew Munoz stated monies were originally to come out of ARPA funds (American Recovery Program Act). Staff can use Bond Issuance proceeds (drainage) and by doing this will free up ARPA funds that need to be spent in the next two years.

Commissioner Rodriguez seconded by Commissioner Lopez moved to award Romco Equipment for purchase of a 2022 EC250ELR Long Reach Excavator not to exceed $228,282 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Q. Discussion and review of the FY 2021-2022 Streets Improvement Listing to include newly budgeted paving projects and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to discuss.

Pete Garcia presented a status on the list for street improvements that have been completed and those remaining.

In response to Mayor Suarez, a deviation from the list was only done when it was beneficial because mobilization of equipment on site, and a street ranked lower was done because crews were already working in the area. David Arce, Deputy Public Works Director, stated estimated funds over a two-year period was $500,000; funds spent was about $350,000. Mayor Suarez recommended staff continue to assess when they are out in the field and bring recommendations to add streets to the list. Commissioner Farias voiced past discussions has been stripping. Mayor Suarez agreed stating striping was important and for staff to budget stripping for new street improvements and get quotes for existing streets to begin as needed.

Andrew Munoz stated staff will coordinate with engineering department to assess streets for cost estimate and bring back cost and timeline.

No action.

R. Discussion and consideration to approve schedule pick up dates for residential solid waste collection beginning January 1, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce stated January 1, 2022 the city officially begins solid waste collections; Republic Services has ten trucks for the entire city and able to do in one day Monday-Thursday; city has five trucks and staff recommended the north side of the city – from Business 83 north – be serviced on Monday and Thursday, and the south side of the city –

from Business 83 south – be serviced on Tuesday and Friday keeping twice a week pickup. Residents will be notified through water bill and website.

Commissioner Rodriguez seconded by Commissioner Lopez moved to approve the schedule for residential solid waste collection beginning January 2, 2022 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

S. Discussion and consideration to approve the commercial bin lock bar fee for all commercial accounts beginning February 1, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce stated Republic Services has a five-dollar monthly fee for maintenance of a lock bar for commercial bins that was being charged; previous commission discussion approved that all commercial units ordered have the lock bar. Staff requested directive if the fee would continue to be charged and if so to all the commercial accounts except for those that are gated or enclosed and will begin February 1, 2022.

Andrew Munoz recommended discussion only and assess further at a workshop in January.

In response to Commissioner Farias, staff stated all commercial containers have the lock bar and the fee being charged by Republic Services was to cover maintenance as needed; businesses pickup will vary depending on their needs.

No action.

VII. EXECUTIVE SESSION

At 6:23 p.m. Commissioner Farias seconded by Commissioner Lopez moved to convene the special meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:21 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

CONSENT AGENDA:

G. Approval on request from The Eatery for the street closure of Kansas Street between 4th Street and 5th Street for an event "Ugly Sweater Block Party" at 400 S. Kansas Avenue on December 23, 2021 from 5:00pm to 12:00am and authorize the Mayor to execute any related documents. (Staffed by Interim City Manager.)

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to authorize the City Attorney prepare a legal opinion governing the use and rental of facilities at the block parties and consult with The Eatery on what is permitted under the law. The motion carried unanimously; Mayor Suarez was present and voting.

A. Personnel - Discussion regarding the goals, objectives, and evaluation of the Interim 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 recruitment process for the position of City Manager for the City of Weslaco to include qualifications and publication places and dates as authorized by section §551.074 of the Texas Government Code.

No action.

C. Contract Negotiations - Discussion with the Interim City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Police Union (Weslaco Municipal Police Association) as authorized by section §551.071 of the Texas Government Code.

No action.

D. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of various city-owned real property to Affordable Homes of South Texas, Inc., TuCasa Investments, Inc 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 - Consultation with City Attorney relating to 380 Agreement between City of Weslaco and SDI Weslaco Holdings, LLC. as authorized by section §551.071 of the Texas Government Code.

Commissioner Kerr abstained from discussion and vote.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to authorize the Interim City Manager and City Attorney to negotiate with Weslaco Economic Development Corporation on SDI as discussed in executive session. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and voting.

H. Legal Consultation - Consultation with City Attorney regarding the Performance Contracting Agreement between the City of Weslaco and Siemens Industry Inc. as authorized by section §551.071 of the Texas Government Code.

Commissioner Lopez seconded by Mayor Pro Tem Pedraza moved to authorize the City Attorney provide notice of termination to Siemens Industry as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

I. Legal Consultation - Consultation with City Attorney regarding the Conditional Use Permit for Sr. Mostacho located at 2307 W Interstate 2 Suite A, also being Lot 4, Town Center Subdivision Lots 2-9, Weslaco Original Townsite, Weslaco, Hidalgo County as authorized by section §551.071 of the Texas Government Code.

Commissioner Kerr seconded by Mayor Pro Tem Pedraza moved to approve a conditional use permit to El Caliente at 2307 W Interstate 2 Suite A subject to approval from the Planning and Zoning Commission. The motion carried unanimously; Mayor Suarez was present and voting.

J. Legal Consultation - Consultation with City Attorney regarding Letter of Representation and Notice Pursuant to TEX.CIV.P. & REM. Code § 101, from the Law Office of Rogelio Solis, PLLC to on behalf of Laura de Socorro Zamora , Nathan Alexis Guerra and Jayden Isaiah Guerra as authorized by section §551.071 of the Texas Government Code.

No action.

K. Legal Consultation - Consultation with the City Attorney regarding claim in accordance with The Texas Tort Claims Act, Section 101.101 from the Law Office of Raul "Rudy" Rodriguez, P.C. on behalf of the estate, wife and minor children of Juan Pedro Guerra as authorized by section §551.071 of the Texas Government Code.

No action.

L. Legal Consultation - Consultation with City Attorney regarding Letter of Representation and Notice Pursuant to TEX.CIV.P. & REM. Code § 101.101 from the Law Office of Nava Law Group P.C, PLLC to on behalf of Erika Castillo and Raul Macios, Individually as authorized by section §551.071 of the Texas Government Code.

No action.

M. Legal Consultation - Consultation with City Attorney regarding Cause No. CL-21-3768-J Jorge Luis Colunga, III v Derek Xavier Longoria and City of Weslaco as authorized by section §551.071 of the Texas Government Code.

No action.

XI. ADJOURNMENT

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to adjourn the meeting of December 14, 2021 at 8:23 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Norma A. Cantu, **CITY SECRETARY**

Standardized Agenda Request Form

Date of Meeting: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4991

From:

Subject:
Ordinance 2021-50 to rezone 3701 S. Westgate also being 9.98 ac out of Farm Tract 795, West and Adams Tract, Weslaco, Hidalgo County, Texas from M-1 Mobile Home Subdivision to R-1 One Family Dwelling District and authorize the Mayor to execute any related documents. (First reading held December 14, 2021; staffed by Planning & Code Enforcement Department.)

Background:
The applicant is requesting to rezone M-1 Mobile home subdivision to R-1 One Family Dwelling District. Thirty-nine (39) property owners within 200 feet of the applicant's property were notified by letter on November 19, 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 the City Commission appeared in The Monitor on November 15, 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 December 1, 2021.

ADELAIDA VEGA	Created/Initiated
REBEKAH DE LA FUENTE	Approved
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval based on 2040 land use map and surrounding land use.

Attachments, if any:
Rezone-3701 S Westgate- Memo, REZONE SAN GABRIEL - ATTACHMENTS , 3701 S Westgate- aerial, O2021-50 rezone 3701 S Westgate-

Responsibilities upon Approval:

Planning staff will advise applicant.

City of Weslaco

"The City on the Grow"

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

Andrew Muñoz, Interim City Manager

M E M O

TO: Mayor and City Commission

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

RE: Rezone- 3701 S Westgate

DATE: December 7, 2021

The property owner is proposing a single-family residential type use. The 2040 Land Use Map has identified this area as a single-family residential area and will conform to the surrounding neighborhood. No petitions were received for or against this item. The property owner has previously requested a rezone for this property to a M-1 Mobile Home District but has decided to pursue a mixed use development of single family and townhomes and will be coming back for rezones for the Phases II & III.

The Planning & Zoning Commission recommended approval based on the 2040 Land Use Map and existing surrounding land use.

Thank you,

Rebekah de la Fuente, CFM

APPLICATION FOR REZONING

RZNE-000145-2021

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 9.98 Ac. out of Farm Tract 795 Block _____

Subdivision Name West and Adams Tracts

Street Address _____

Existing Zoning M-1 Mobile Home Subd. Dist. Existing Land Use Open

Proposed Zoning R-1 One Family Dwelling Dis Proposed Land Use Single Family

_____ $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 Javier Hinojosa, P.E. Phone (956)668-1588

Address 416 E. Dove Ave. Fax: _____

City McAllen State TX Zip Code 78504 E-Mail: javier@javierhinojosaeng.co

OWNER

Name Cottonfield LTD. Ezequial Reyna, Gen. Pa Phone (956)477-3962

Address 702 W. Exp. 83, Ste. 100 Fax: _____

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

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

Signature _____ Date 11/9/21
Owner

Signature _____ Date 11/9/21
Applicant

Signature _____ Date _____
Authorized Agent

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

City of Weslaco

"The City on the Grow"

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

Andrew Muñoz, Interim City Manager

PLANNING DEPARTMENT

November 19, 2021

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, December 1, 2021, and the City Commission will hold a public hearing on December 14, 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:

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 December 1, 2021. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

Javier Hinojosa is requesting to rezone 3701 S Westgate. Also being 9.98 ac out of Farm Tract 795, West and Adams Tract, Weslaco, Hidalgo County, and Texas from M-1 Mobile home subdivision to R-1 One Family Dwelling 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.

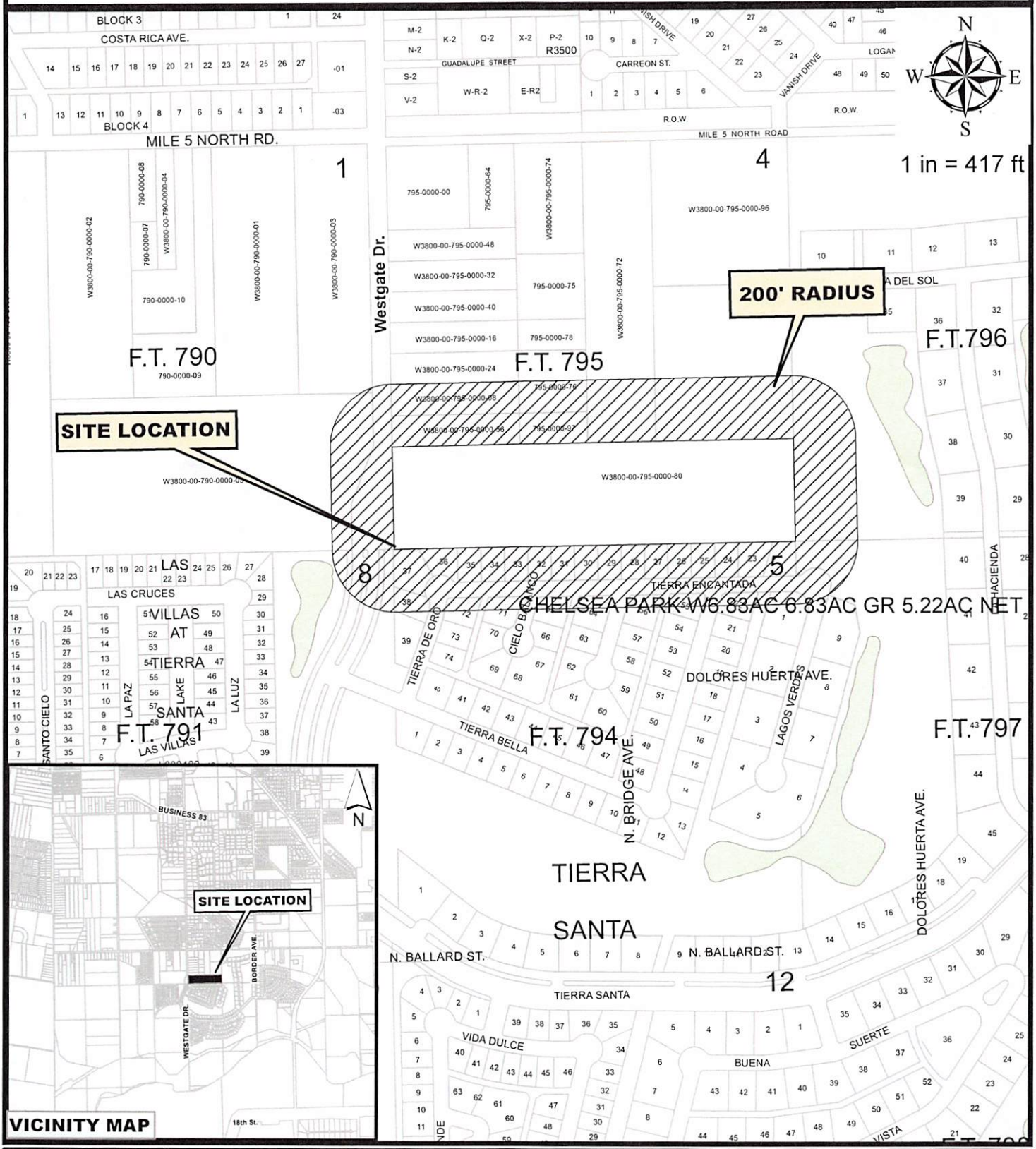
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

CITY OF WESLACO

Engineering Department



Ezequiel Reyna Jr.

3701 South Westgate Dr.

WEST TRACT S330' & E440'-S495'-N990'
FT 795, Block 66

Purpose for the Rezoning request

Existing zoning: M-1
Existing land use: Open
Proposed zoning: R-1
Proposed land use: Single Family

City of Weslaco Code Enforcement Dept.

NOV 19, 2021

PIATER ERIC W BIANCA ANGELA GUERRERO 1310 TIERRA ENCANTADA WESLACO TX 78596	T5438-01-003-0023-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 1310 TIERRA ENCANTADA	L: B:	42560 246755
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-003-0024-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 1314 TIERRA ENCANTADA	L: B:	23100 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-003-0025-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 1318 TIERRA ENCANTADA	L: B:	23100 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-003-0026-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 1402 TIERRA ENCANTADA	L: B:	23100 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-003-0027-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 1406 TIERRA ENCANTADA	L: B:	23100 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-003-0028-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 1410 TIERRA ENCANTADA	L: B:	23100 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-003-0029-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 1414 TIERRA ENCANTADA	L: B:	23100 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-003-0030-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 1502 TIERRA ENCANTADA	L: B:	23100 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-003-0031-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 1506 TIERRA ENCANTADA	L: B:	23100 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-003-0032-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 1510 TIERRA ENCANTADA	L: B:	23100 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-003-0033-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 1514 TIERRA ENCANTADA	L: B:	23100 0
COTTONFIELDS LTD 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-003-0034-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 1518 TIERRA ENCANTADA	L: B:	33000 0

DK III CONSTRUCTION INC 704 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-003-0035-00 TIERRA SANTA GOLF CLB & COMMUNITY 1522 TIERRA ENCANTADA	L: B:	33000 143958
GARCIA HERIBERTO 413 W PIKE BLVD STE A WESLACO TX 78596	T5438-01-003-0036-00 TIERRA SANTA GOLF CLB & COMMUNTIY 3 1602 TIERRA ENCANTADA	L: B:	38248 0
HANDY MODESTO & PRISCILLA K 3802 TIERRA DE ORO WESLACO TX 78596	T5438-01-003-0037-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 3802 TIERRA DE ORO	L: B:	57020 240407
REYNA EZEQUIEL JR 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-003-0038-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 3806 TIERRA DE ORO	L: B:	24366 0
SOLIS PEDRO OSCAR JR & MARTHA A 3810 TIERRA DE ORO WESLACO TX 78596	T5438-01-003-0039-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 3810 TIERRA DE ORO	L: B:	48356 273652
ELIZONDO YASMIN E 114 LAUREL DR WESLACO TX 78596	T5438-01-003-0065-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 3836 CIELO BLANCO	L: B:	38232 0
GUZMAN CONSTRUCTION LLC 2003 S DANA DR PHARR TX 78577	T5438-01-003-0071-00 TIERRA SANTA GOLF CLB & COMMUNTIY 3 3802 CIELO BLANCO	L: B:	38960 0
GARCIA HERIBERTO & ZAY LORENS 3805 TIERRA DE ORO WESLACO TX 78596	T5438-01-003-0072-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 3805 TIERRA DE ORO	L: B:	35832 118436
RUSSELL MARK & LINDA 3802 LAGOS VERDES WESLACO TX 78596	T5438-01-005-0001-00 TIERRA SANTA GOLF CLB & COMMUNITY 3802 LAGOS VERDES	L: B:	59366 221662
PINPOINT CONSTRUCTION & 4824 S JACKSON ROAD EDINBURG TX 78539	T5438-01-005-0009-00 TIERRA SANTA GOLF CLB & COMMUNITY 3834 LAGOS VERDES	L: B:	70079 0
MCCANN DAVID R & HANNAH B 3809 TIERRA ESCONDIDA WESLACO TX 78596	T5438-02-003-0022-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 3809 TIERRA ESCONDIDO	L: B:	25471 209222
REYES ERICA 959 CLOSNER BLVD MERCEDES TX 78570	T5438-02-003-0055-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 3810 TIERRA ESCONDIDO	L: B:	23742 0

MUNIZ BENITO 2005 TOMATILLO DR WESLACO TX 78596	T5438-02-003-0056-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 3830 B SHEA	L: B:	31923 0
JONES JEFFERY A & DIANA 3800 B SHEA WESLACO TX 78596	T5438-02-003-0064-00 TIERRA SANTA GOLF CLB & COMMUNITY 3 3800 B SHEA	L: B:	32381 226120
MORENO HECTOR MANUEL SOBRON 313 E COMA AVE STE 579 HIDALGO TX 78557	W3800-00-790-0000-00 WEST TRACT W 255' FT 790 7.73 GR 2029 W MI 5 N RD	L: B:	72295 0
COTTONFIELDS LTD 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	W3800-00-790-0000-05 WEST TRACT E1065'-S501.97' FT 790 12.27 2 AC NET 3700 S WESTGATE DR	L: B:	321840 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	W3800-00-791-0000-00 WEST TRACT 15.67AC BNG 2 IRR TRS FT E	L: B:	124106 501745
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	W3800-00-794-0000-00 WEST TRACT 11.89AC-FT 794 GOLF 0 TIERRA SANTA BLVD	L: B:	56501 33000
THRIVE MORTGAGE LLC 4819 WILLIAMS DR GEORGETOWN TX 78633	W3800-00-795-0000-08 WEST TRACT W440'-S99'-N891' FT 795 ET 3611 S WESTGATE DR	L: B:	53489 0
LOPEZ MELECIO 1005 MARITZA ST WESLACO TX 78596	W3800-00-795-0000-24 WEST TRACT W440'-S99'-N792' FT 795 ET 3609 S WESTGATE DR	L: B:	53489 54987
GARZA AMERICO & ARISTEO 3621 S WESTGATE DR WESLACO TX 78596	W3800-00-795-0000-56 WEST TRACT W440'-S99'-N990' FT 795 ET 3621 S WESTGATE	L: B:	53489 26953
VASQUEZ ARTURO & FRANCES RR 2 BOX 523A WESLACO TX 78596	W3800-00-795-0000-72 WEST TRACT W220'-E660'-N990' FT 795 C NET 0 MILE 5 NORTH	L: B:	65354 108
OROZCO BLANCA NIEVES 3038 BRIGHT ST FORT WORTH TX 76105	W3800-00-795-0000-76 WEST TRACT S198'-N891'-E220'-W660' FT 0 MILE 5 NORTH	L: B:	26919 0
COTTONFIELDS LTD 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	W3800-00-795-0000-80 WEST TRACT S330' & E440'-S495'-N990' FT GR 14.77 AC NET 0 S WESTGATE DR	L: B:	79758 49565

RODRIGUEZ ADRIAN & LIDIA 1421 W MILE 5 N WESLACO TX 78596	W3800-00-795-0000-97 WEST TRACT E200'-W660'-S96'-N990' FT T 1421 W 34TH ST	L: B:	20145 23436
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	W3800-00-796-0000-00 WEST TRACT 22.87AC GOLF COURSE FT 2.78AC NET 0 MILE 5 NORTH RD	L: B:	129846 33000
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	W3800-00-797-0000-05 WEST TRACT 18.20AC-FT 797 GOLF 0 BORDER AVE	L: B:	78624 35000

METES AND BOUNDS DESCRIPTION

A tract of land containing 9.98 acres of land, more or less situated in Hidalgo County, Texas, being part or portion of **FARM TRACT 795, THE WEST AND ADAMS TRACTS,** Hidalgo County, Texas, map reference: Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, said 9.98 acres being more particularly described as follows;

BEGINNING, at a ½" iron with a plastic cap stamped "PE 5242" found at the Southwest corner of said Farm Tract 795, within Mile 6 West Road, for the Southwest corner of this tract;

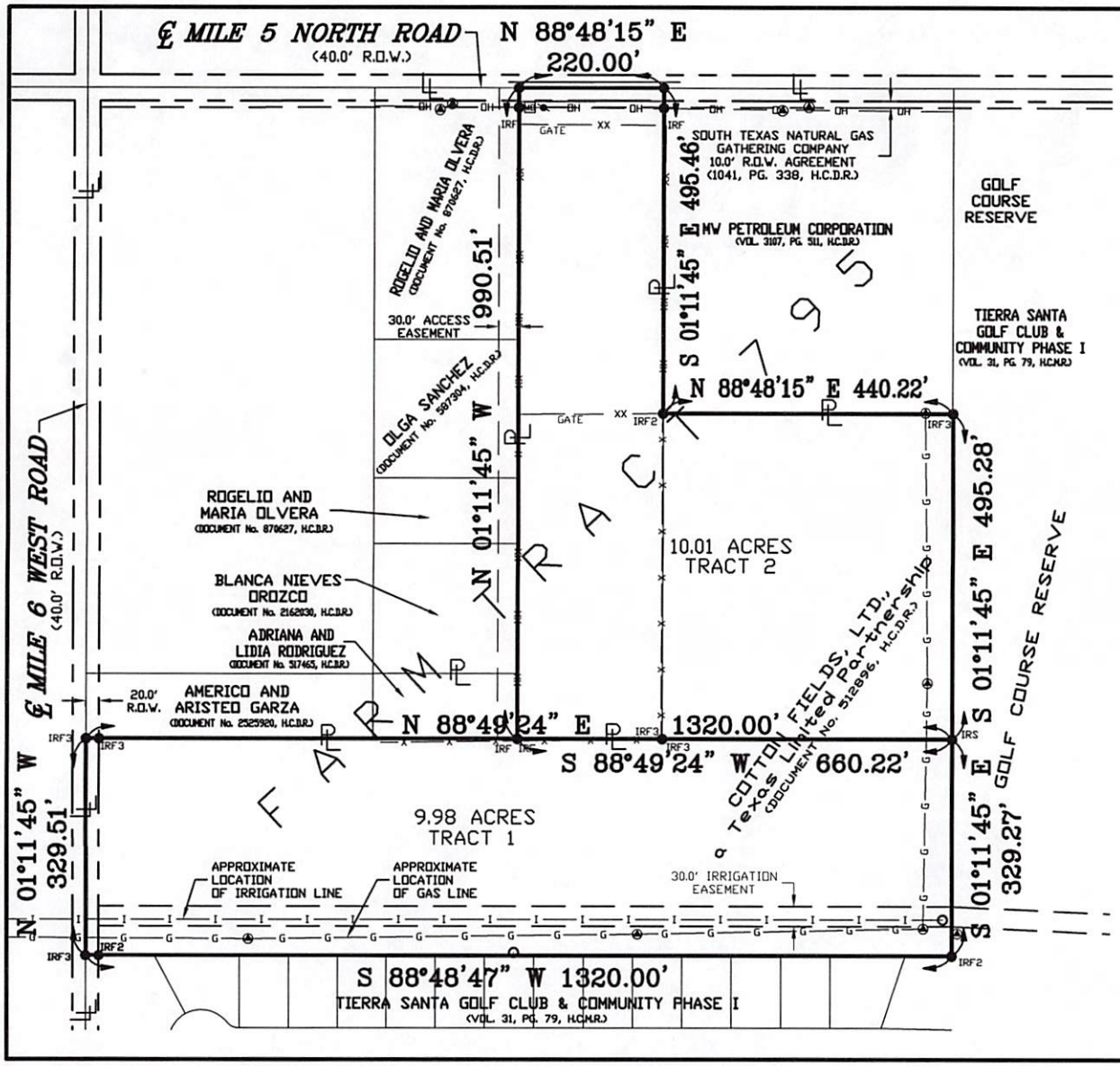
THENCE N 01° 11' 45" W, along the west line of said Farm Tract 795, within said Mile 6 West Road a distance of 329.51 feet to a ½" iron rod with a plastic cap stamped "PE 5242" found for the Northwest corner hereof;

THENCE N 88° 49' 24" E, a distance of 1320.00 to a ½" iron rod with a plastic cap stamped "PE 5242" found on the east line of said Farm Tract 795, the west line of Tierra Santa Golf Club & Community Phase I, for the Northeast corner hereof;

THENCE S 01° 11' 45" E, along the east line of said Farm Tract 795 the west line of said Tierra Sana Golf Club & Community Phase I, a distance of 329.27 feet, to a ½" iron rod with a plastic cap stamped "PE 5242" found on the southeast corner of said Farm Tract 795, for the Southeast corner hereof;

THENCE S 88° 48' 47" W, along the south line of said Farm Tract 795 and the north line of said Tierra Santa Golf Club & Community Phase I, pass at a distance of 1300.00 a ½" iron rod with a plastic cap stamped "PE 5242" found on the east line of said Mile 6 West Road, continuing a total distance of 1320.00 feet, to the **POINT OF BEGINNIG**, containing 9.98 acres of land, more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.**



BASIS OF BEARING AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE

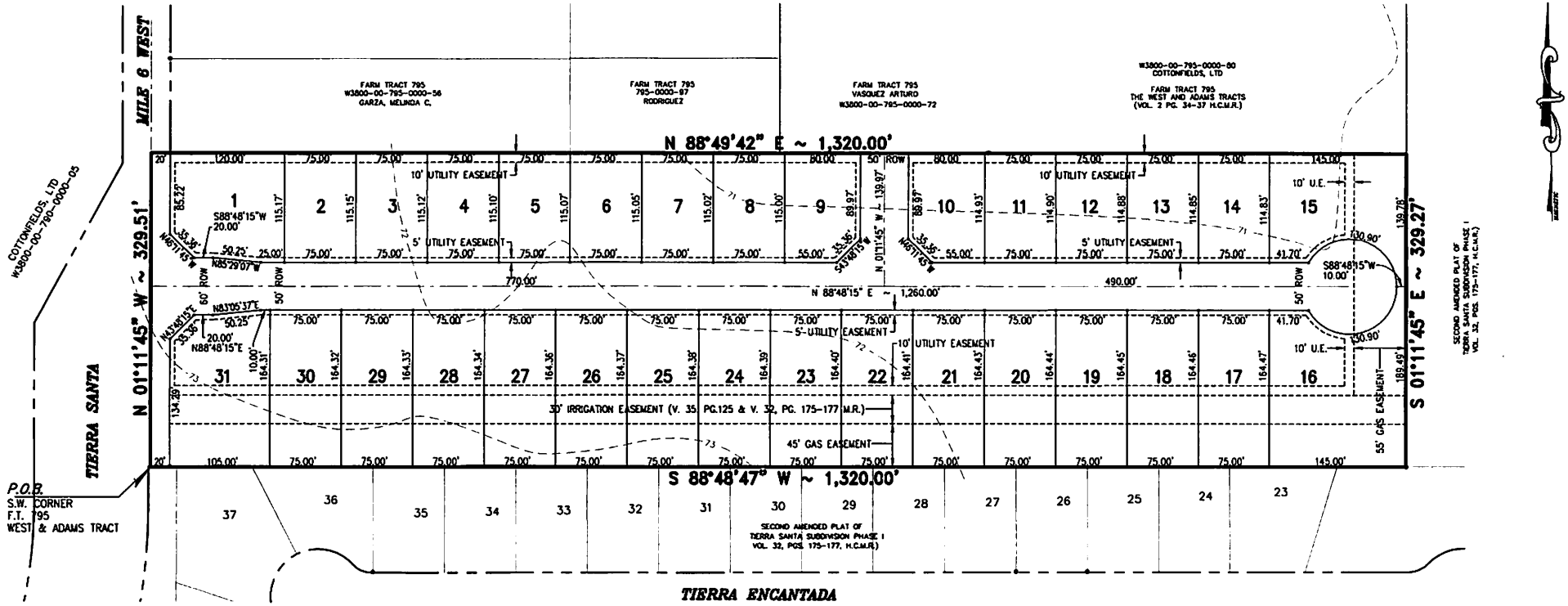
SCALE: 1" = 200.0'

LEGEND

- PL = PROPERTY LINE
- LL = LOT LINE
- IRF = FOUND 1/2" IRON ROD
- IRF2 = FOUND 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "PENA"
- IRF3 = FOUND 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "PE 5242"
- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- = POWER POLE
- = GAS SIGN
- = MAIL BOX
- = IRRIGATION STAND PIPE
- —X— = CHAIN LINK FENCE
- —XX— = HOG WIRE FENCE
- —OH— = OVERHEAD POWER LINE
- —G— = GAS LINE
- —I— = IRRIGATION LINE
- R.O.W. = RIGHT OF WAY
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS

"EXHIBIT"
TRACT 1 – 9.98 ACRES
TRACT 2 – 10.01 ACRES
OUT OF
FARM TRACT 795,
THE WEST AND ADAMS TRACT

LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqlls.com
TBPELS FIRM No. 10119600

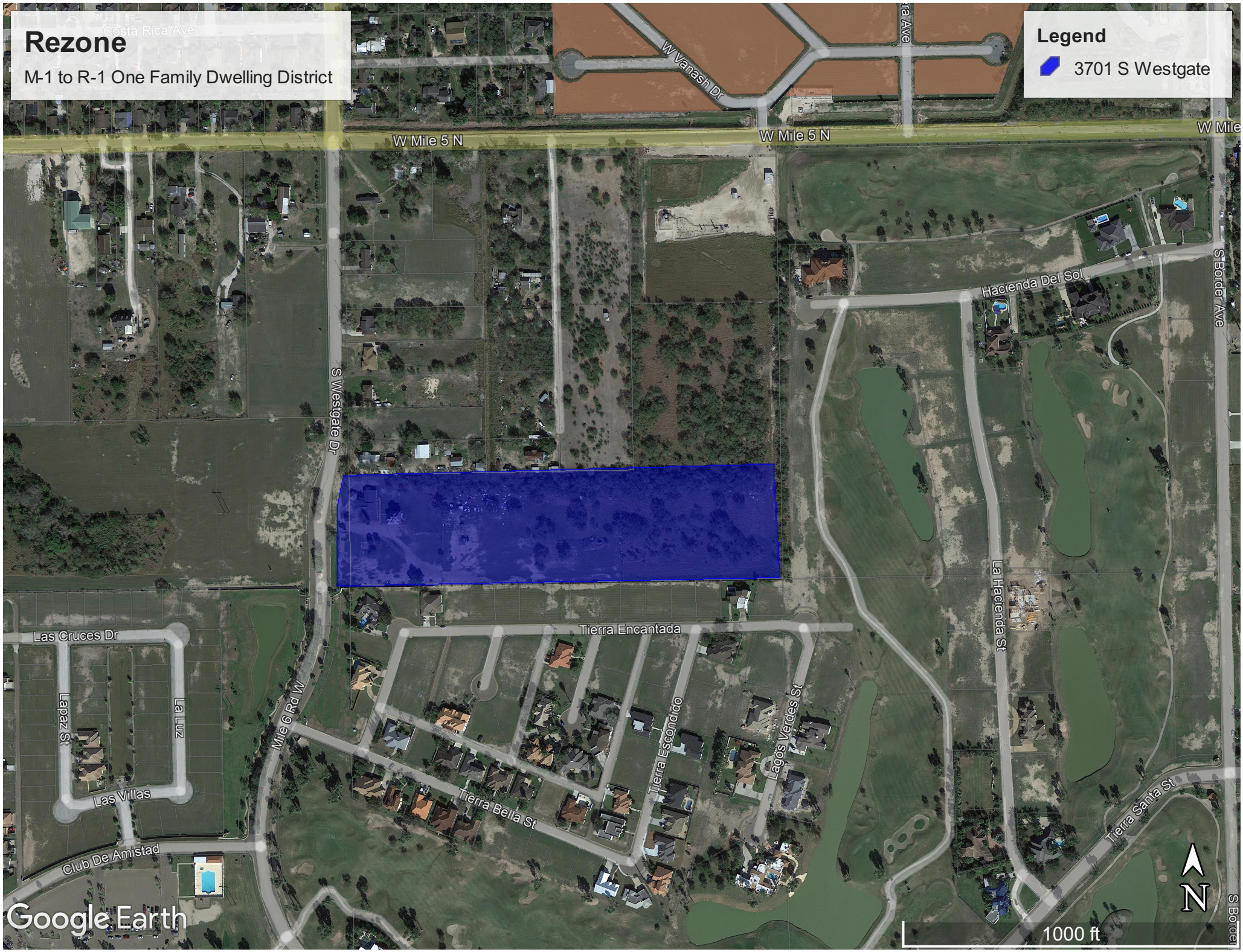


SAN GABRIEL SUBDIVISION

9.98 ACRES BEING OUT OF FARM TRACT 795, THE WEST AND ADAMS TRACTS AS RECORDED IN VOLUME 2, PAGES 34–37 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Rezone

M-1 to R-1 One Family Dwelling District



ORDINANCE NO. 2021-50

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 3701 S WESTGATE ALSO BEING 9.98 AC OUT OF FARM TRACT 795, WEST AND ADAMS TRACT, WESLACO HIDALGO COUNTY, M-1 MOBILE HOME SUBDIVISION TO R-1 ONE FAMILY DWELLING DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an M-1 Mobile home subdivision to R-1 One Family Dwelling District located at 3701 S Westgate Also being 9.98 ac out of Farm Tract 795, West and Adams Tract, 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 special meeting of the City Commission this 14th day of December 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 4th day of January 2022.

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: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4992

From:

Subject:
Ordinance 2021-51 to rezone 3210 N Texas also being 18.067ac being a part or portion out of Farm Tracts 108 &109, The West and Adams Tracts, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to a Planned Unit Development (PUD) and authorize the Mayor to execute any related documents. (First reading held December 14, 2021; staffed by Planning & Code Enforcement Department.)

Background:
The applicant is requesting to rezone R-1 One Family Dwelling District to a Planned Unit Development (PUD). Eleven (11) property owners within 200 feet of the applicant's property were notified by letter on November 19, 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 November 15, 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 December 1, 2021.

ADELAIDA VEGA	Created/Initiated
REBEKAH DE LA FUENTE	Approved
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval based on 2040 land use map and surrounding land use

Attachments, if any:
Rezone-3210 N Texas- Memo, 3210 N Texas-attachments, 3210 N Texas- aerial, O2021-51 3210 N Texas- Ordinance

Responsibilities upon Approval:

Planning staff will advise applicant.

City of Weslaco

"The City on the Grow"

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

Andrew Muñoz, Interim City Manager

M E M O

TO: Mayor and City Commission

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

RE: Rezone- 3210 N Texas

DATE: December 7, 2021

The property owner is proposing a single-family residential type use, with minimum lot size of 5,000 square feet or greater. The applicant has requested a PUD type development to permit the coving design development, with varying size lots and front setbacks. The 2040 Land Use Map has identified this area as a single-family residential area and will conform to the surrounding neighborhood. No petitions were received for or against this item.

The Planning & Zoning Commission recommended approval based on the 2040 Land Use Map and existing surrounding land use.

Thank you,

Rebekah de la Fuente, CFM

APPLICATION FOR REZONING

RZNE-000144-2021

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 _____ Block _____

Subdivision Name Texas Heights Subdivision

Street Address 3210 N Texas

Existing Zoning Residential R-1 Existing Land Use Vacant

Proposed Zoning Residential PUD Proposed Land Use Residential

_____ $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. c/o Mario A. Reyna Phone (956) 381-0981

Address 115 W. McIntyre Street Fax: (956) 381-1839

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

OWNER

Name Rodoldo Ltd Phone c/o 381-0981

Address 420 Melone Street Fax: _____

City Houston State TX Zip Code 77007 E-Mail: c/o mario@meldenandhunt.com

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

Signature _____ Date 10-25-2021
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

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

City of Weslaco

"The City on the Grow"

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

Andrew Muñoz, Interim City Manager

PLANNING DEPARTMENT

November 19, 2021

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, December 1, 2021, and the City Commission will hold a public hearing on December 14, 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:

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 December 1, 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 3210 N Texas. Also being 18.067ac being a part or portion out of Farm Tracts 108 &109, The West and Adams Tracts, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to a Planned Unit Development (PUD).

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.

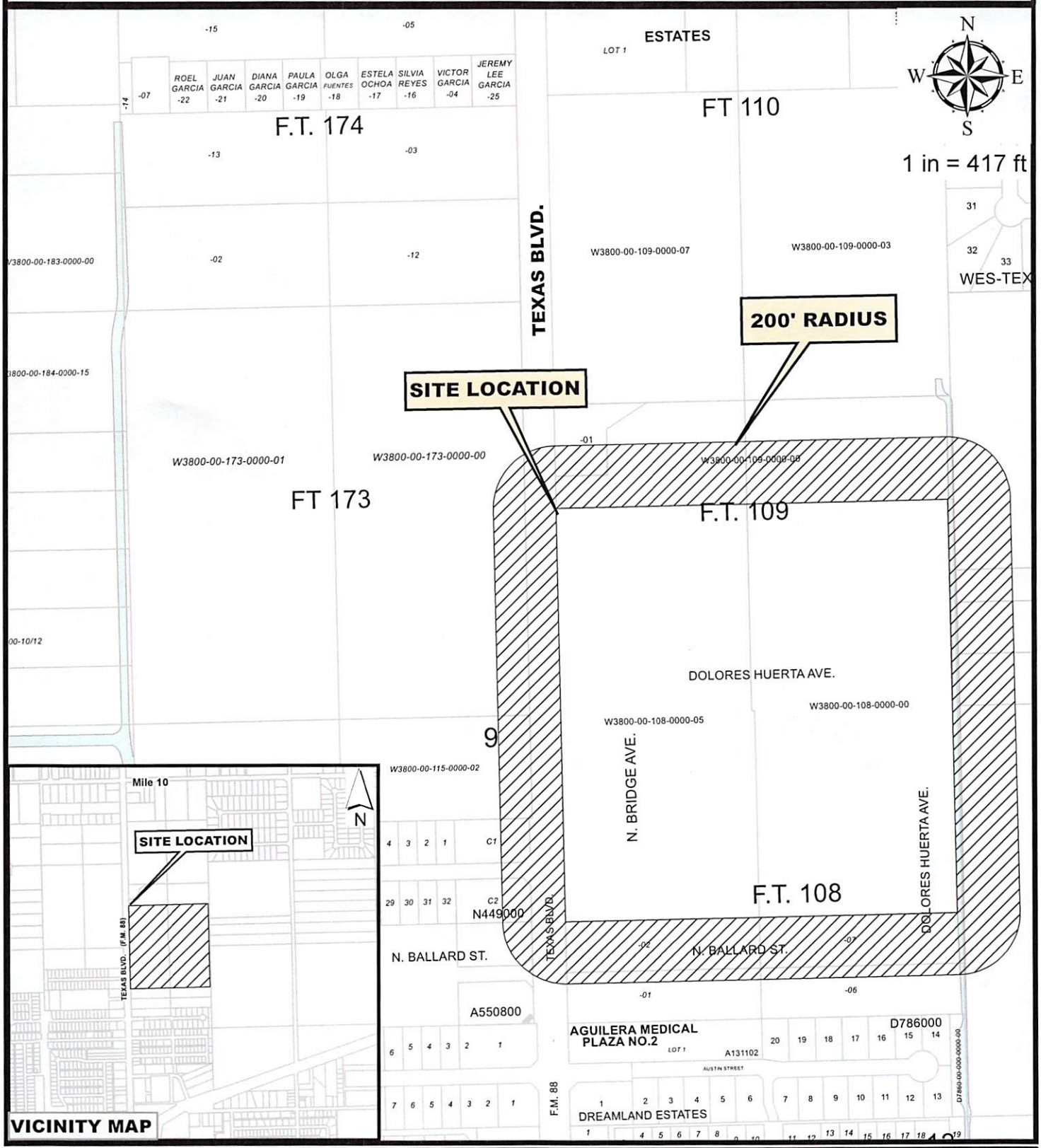
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

CITY OF WESLACO

Engineering Department



Texas Heights Subdivision

3210 N Texas Blvd, Weslaco Texas, 78596
WEST TRACT 109
BLOCK 165

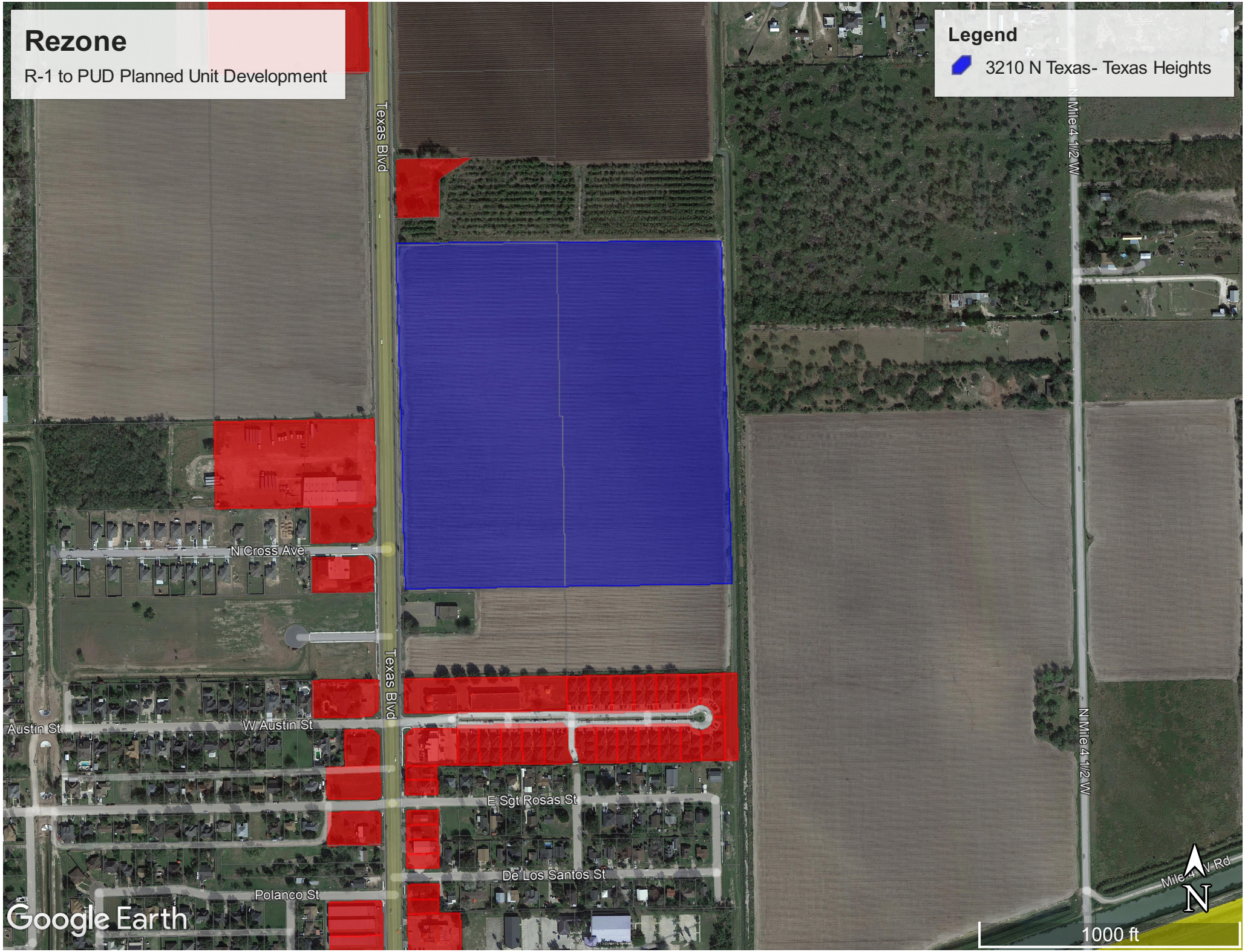
Purpose for the Rezoning request

Existing zoning: R-1
Existing land use: Vacant
Proposed zoning: PUD
Proposed land use: Residential

City of Weslaco Code Enforcement Dept.

NOV 18, 2021

RODOLODO LTD 420 MALONE ST HOUSTON TX 77007-7115	W3800-00-108-0000-00 WEST TRACT E10AC-N20AC FT 108 & E10AC-S20AC FT 109 20AC NET	L: B:	410000 0
GARZA CARLOS I PO BOX 6105 MCALLEN TX 78502-6105	W3800-00-108-0000-01 WEST TRACT-E660'-N165'-S495' FT 108 2.50AC	L: B:	0 0
COLUMBUS CLUB OF WESLACO 610 W 14TH ST WESLACO TX 78596	W3800-00-108-0000-02 WEST TRACT-THE WEST 2.5 ACRES OF OF THE SOUTH 20 ACRES OF FARM	L: B:	51250 86265
RODOLODO LTD 420 MALONE ST HOUSTON TX 77007	W3800-00-108-0000-05 WEST TRACT-THE WEST 10.0ACRES OF ES OF FARM TRACT 108 & WEST 10AC'S	L: B:	410000 0
BARQUIARENA ANDRES C & MAYRA A 7511 N FM 88 WESLACO TX 78599	W3800-00-109-0000-00 WEST TRACT AN IRR TR AC NET	L: B:	74415 0
SANTOS VILLANUEVA INVESTMENTS 414 W MILE 10 RD WESLACO TX 78599	W3800-00-109-0000-01 WEST TRACT NW 1.25AC AN IRR TR T 109 1.25 AC GR 1.00 AC GR	L: B:	45720 0
TEJAS BLDG & DEV CO INC 2401 E EXPRESSWAY 83 WESLACO TX 78599	W3800-00-115-0000-02 WEST TRACT-THE EAST 5 ACRES OF THE OF FARM TRACT 115 5 ACRES NET 3201 N TEXAS BLVD	L: B:	123000 93356
PAYNE E M & PAYNE ESTATES LLC 2401 E BUSINESS 83 WESLACO TX 78596	W3800-00-173-0000-00 WEST TRACT-THE WEST 20 ACRES OF ACRES NET	L: B:	410000 0
BATAQUES LTD 5804 LA QUINTA LN WESLACO TX 78599	N4490-00-000-00C1-00 NORTHCROSS LOT C1	L: B:	105000 0
GARCIA JUAN M JR 3125 N TEXAS BLVD WESLACO TX 78599	N4490-00-000-00C2-00 NORTHCROSS LOT C2	L: B:	166440 95931
GONZALEZ NELDA G & JUAN 3308 ROSEWOOD DR WESLACO TX 78599	A5508-00-000-00C1-00 APOSTOLIC ASSEMBLY CHURCH LOT C1	L: B:	150000 0


Rezone
R-1 to PUD Planned Unit Development
Legend
3210 N Texas- Texas Heights
Texas Blvd
N Mile 4 1/2 W
N Cross Ave
Austin St
W Austin St
E Sgt Rosas St
De Los Santos St
Polanco St
Google Earth
1000 ft
N

ORDINANCE NO. 2021-51

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 3210 N TEXAS ALSO BEING 18.067AC BEING A PART OR PORTION OUT OF FARM TRACTS 108 &109, THE WEST AND ADAMS TRACTS, WESLACO HIDALGO COUNTY, FROM A R-1 ONE FAMILY DWELLING DISTRICT TO A PLANNED UNIT DEVELOPMENT (PUD) AND BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One Family Dwelling District to a Planned Unit Development (PUD) located at 3210 N Texas Also being 18.067ac being a part or portion out of Farm Tracts 108 &109, The West and Adams Tracts, 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 special meeting of the City Commission this 14th day of December 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 4th day of January 2022.

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: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4993

From:

Subject:
Ordinance 2021-52 amending Ordinance 2018-02 being the Zoning Ordinance to create a R-4 Residential one family / narrow lot zoning and authorize the Mayor to execute any related documents. (First reading held December 14, 2021; staffed by Planning and Code Enforcement.)

Background:
The city is seeing a growing trend in one-family residential design by creating narrow type single family lots. The proposed ordinance would require a minimum lot size of 5,000 to 5,500sq ft. Based on the proposed setbacks this would create a building lot area of 2,200 sq ft.

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 amended ordinance at their regular meeting of December 1, 2021

ADELAIDA VEGA	Created/Initiated
REBEKAH DE LA FUENTE	Approved
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Single Family Narrow Lot- Ordinance Memo, O2021-52 R-4 district Single Family Narrow Lots- Ordinance

Responsibilities upon Approval:
Planning staff will begin enforcement of the new zone district.

City of Weslaco

"The City on the Grow"

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

Andrew Muñoz, Interim City Manager

M E M O

TO: Mayor and City Commission

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

RE: R-4 Single Family/ Narrow Lot- Ordinance

DATE: December 7, 2021

The city is seeing a growing trend in one-family residential design by creating narrow type single family lots, including Texas Heights subdivision and Sugarcane Estates. The proposed ordinance would require a minimum lot size of 5,000 to 5,500 sq ft. At the recommendation of the Planning & Zoning Commission the setback for an R-4 zone district will be Front- 25 ft, cul-da-sac- 15ft, Side- 5ft and Rear- 20ft. As well as a minimum lot width of 50ft. Based on the proposed setbacks this would create a building lot area of 2,200 sq ft.

Thank you,

Rebekah de la Fuente, CFM

ORDINANCE 2021-52

AN ORDINANCE AMENDING ORDINANCE NUMBER 2018-02, THE CITY OF WESLACO ZONING ORDINANCE; CODIFIED AS CHAPTER 150 OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; 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 2018-02 passed and approved on February 6, 2018 as the "Zoning Ordinance" and Codified as Chapter 150 of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the new zoning ordinance will be adopted and codified as Chapter 150 of the Weslaco Code of Ordinances and said Chapter shall read as follows:

CHAPTER 150 ZONING ORDINANCE

Sec. 150-2. - Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abutting means lying adjacent or contiguous along a common border.

Accessory building and use means a subordinate building or a portion of the main building, the use of which is incidental to that of the main building or to the main use of the premises.

Alley means a public or private thoroughfare which affords only a secondary means of access to property abutting thereon.

Apartment means a room or suite of rooms in a multiple dwelling, or in a building in which more than one living unit is established above or on the same floor as nonresidential uses, which room or suite is intended or designed for use as a residence by one family and which includes culinary accommodations.

Apartment house means a building or portion thereof used or designed as a residence for three or more families living independently of each other, and doing their own cooking in said building, including apartments and apartment hotels.

Assisted living facility means a facility that provides room and board and provides 24-hour care for elderly and handicapped individuals and has the appropriate license from the state.

Bar/Lounge means an establishment where alcoholic beverages are sold for on-premise consumption. (Note: an establishment that can prove it produces more than 50% of its gross income in sales of food items may be classified as a restaurant rather than a bar/lounge.)

Bed and breakfast(homestay) means a private owners occupied residence with one to four guestrooms. The bed and breakfast is subordinate and incidental to the main residential use of the building.

Bed and Breakfast (inn) means a privately owned residence operated primarily as a business with five to twenty guestrooms, where the owner may live on the premises.

Bed and Breakfast (short term rental) means a privately owned rental of a residential dwelling unit for periods of less than 31 consecutive days.

Boardinghouse means a building, other than a hotel, where, for compensation or by prearrangement for definite periods, meals or lodging and meals are provided for three or more persons, but not exceeding 20 persons.

Building means any structure designed or intended for the support, enclosure, shelter or protection of persons, animals, chattels, or property.

Clinic means an office or group of offices for one or more physicians, surgeons, or dentists engaged in treating the sick or injured, but not including rooms for the abiding of patients.

Day care center means a child care facility, as defined by the Texas Administrative Code, Title 40, Part 19, which provides care for more than 12 children for less than 24 hours per day.

District means a section of the city for which regulations governing the use of buildings and premises, the height of buildings, the size of yards, and the intensity of use are uniform.

Dwelling means any building or portion thereof which is designed and used exclusively for residential purposes.

Dwelling, multiple, means a building having accommodations for and occupied exclusively by more than two families.

Dwelling, single-family, means a building having accommodations for and occupied exclusively by one family.

Dwelling, two-family or duplex, means a building having accommodations for and occupied exclusively by two families.

Family means one or more persons occupying a premise and living as a single housekeeping unit as distinguished from a group occupying a boardinghouse, lodging house, or hotel.

Filling or service station means any building or premises used for the dispensing. sale, or offering for sale at retail of any automobile fuels or oils. When the dispensing, sale, or offering for sale is incidental to the conduct of a public garage or retail store, the premises are classified as a public garage or retail store.

Frontage means all the property on one side of a street between two intersecting streets (crossing or terminating), measured along the line of the street, or, if the street is dead-ended, then all the

property abutting on one side between an intersecting street and the dead-end of the street.

Garage, private, means an accessory building or portion of the main use building, designed for or used for the housing of motor-driven vehicles which are the property of and for the private use of the occupants of the lot on which the private garage is located. Not more than one of the vehicles may be a commercial vehicle and of more than 1 ½ ton capacity.

Garage, public, means a building or portion thereof, other than a private garage, designed or used for equipping, repairing, hiring, servicing, selling, or storing motor-driven vehicles.

Grade means the following:

(1) For buildings having walls adjoining one street only, the elevation of the sidewalk at the center of the wall adjoining the street.
(2) For buildings having walls adjoining more than one street, the average of the elevation of the sidewalk at the center of all walls adjoining the streets.
(3) For buildings having no wall adjoining the street, the average level of the finished surface of the ground adjacent to the exterior walls of the building.

Any wall approximately parallel to and not more than five feet from the street line shall be considered as adjoining the street. Where no sidewalk exists, the grade shall be established by the city building inspector.

Guesthouse means an accessory building designed for the temporary occupancy of guest of the primary dwelling for which there is no remuneration. "Maids' quarters" means a portion of a dwelling unit, within the same enclosure and not a separate accessory building attached to the primary building that may contain separate sanitary facilities and must have shared utility meters, which is designed for or used for residential occupancy by an employee/relative of the primary residence.

Height of building means the vertical distance from the grade to the highest point of the coping of a flat roof, to the deck line of a mansard roof, or the mean height level between the eaves and ridge for a gable, hip and gambrel roofs.

Home occupation means any occupation or profession engaged in by the occupants of a dwelling not involving the conduct of a retail business, and not including any occupation conducted in any building on the premises except the building which is used by the occupant as his private dwelling. Home occupations shall include, in general, personal services in an office environment such as furnished by an architect, lawyer, physician, dentist, musician, artist, and seamstress, when performed by the person occupying the building as his private dwelling, and not including a partnership or the employment of more than one assistant in the performance of such services.

Hospicefacility means a facility that provides room and board and 24-hour care for terminally ill individuals and has the appropriate license from the state.

Hotel means a building in which lodging or board and lodging are provided and offered to the public for compensation and in which ingress and egress to and from all rooms is made through an inside lobby or office supervised by a person in charge at all hours. As such, it is open to the public in contradistinction to a boardinghouse or an apartment.

Improved Lots means a parcel of land that has been properly platted in accordance with City's Subdivision Ordinance and the Texas Local Government Code, the parcel of land also has access to certain basic required services (i.e. electricity, water, sanitary sewer or street access) necessary to utilize it for other purposes.

Lodging house means a building or place where lodging is provided (or which is equipped to provide lodging regularly) by prearrangement for definite periods, for compensation, for three or more persons in contradistinction to hotels open to transients.

Lot means a parcel of land occupied or intended for occupancy by a use permitted in this chapter, including one main building together with its accessory buildings, the open spaces and parking spaces required by this chapter, and having its principal frontage upon a street or upon an officially approved place.

Lot corner means a lot abutting upon two or more streets at their intersection.

Lot, depth of, means the mean horizontal distance between the front and rear lot lines.

Main building means the building or buildings on a lot which are occupied by the primary user.

Mobile home means a movable or portable dwelling constructed to be towed by a motor vehicle on its own chassis over state roads and highways under a special permit, or modular type units connected to utilities, and designed without a permanent foundation for year-round living. It may consist of one or more units that can be telescoped when towed and expanded later for additional capacity, or of two or more units separately towable but designed to be joined into one integral unit.

Mobile home subdivision means a unified development of single-family mobile home lots with or without units located on the lot for sale, lease or rental.

Nonconforming use means any building or land lawfully occupied by a use at the time of passage of the ordinance from which this article is derived or amendment thereto, which does not conform after the passage of the ordinance from which this article is derived or amendment thereto with the use regulations of the district in which it is situated. Any building or land will lose its nonconforming use if it has not been occupied for a period of six consecutive months or for a 18 months during any three-year period as determined by the planning department based on utility consumption.

Parking space means an area enclosed or unenclosed containing not less than 160 square feet, exclusive of the driveways connecting said space with a street or alley. Said parking space and connecting driveway shall be durably surfaced and so arranged to permit satisfactory ingress and egress of an

automobile.

Personal services establishment means any establishment which perform services on the premises such as: Repair shops (watches, radios, TV, shoes, etc.), tailor shops, professional offices, dry cleaners, beauty parlors or barber shops, photographic studio, massage salon, nail salon and self-service laundries; and similar uses but not including automotive repair services and armature repair services.

Recreational vehicle means any of the following, while in use as a residence:

1) *Travel trailer.* A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational and vacation uses, permanently identified as a travel trailer by the manufacturer of the trailer and, when factory equipped for the road, it shall have a body width not exceeding state maximum.
2) *Pick-up coach.* A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation and vacation purposes.
3) *Motor home.* A portable, temporary dwelling to be used for travel, recreation and vacation purposes, constructed as an integral part of a self-propelled vehicle.
4) *Dependent trailer.* A trailer which is dependent upon a service building for toilet and lavatory facilities.
5) *Self-contained trailer.* A trailer which can operate independently of connections to sewer, water and electrical systems and containing a water flush toilet, lavatory, shower, and kitchen sink, all of which are connected to water storage and/or sewage holding tanks located within the trailer.

Recreational vehicle and/or mobile home park means a unified development of recreational vehicle and/or mobile home spaces arranged on a tract of land for the purpose of renting or leasing lots with or without units located on the space.

<u>Residential one family / narrow lot -Area for development of single-family units of lots no smaller than 5,000 square feet or greater than 5,500 square feet.</u>

Setback means the distance between the property lot line and the outermost building wall or post/ column.

Story means that portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling next above it.

Street means a public thoroughfare which affords the principal means of access to abutting property.

Structural alteration means any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any complete rebuilding of the roof or the exterior walls.

Structure means anything constructed or erected, the use of which requires permanent location on the ground or attachment to something having a permanent location on the ground, including, but not limited to, advertising signs, billboards, poster boards, and pergolas.

Temporary child housing means a shelter, emergency or transitional housing which provides temporary living accommodations for children. Temporary housing for children shall apply to children under the age of 13, unless they are disabled. Disabled children must be under the age of 18. The facility must be licensed, certified, or registered with the state. The facility must provide assessment, care, training, education, custody, treatment, or supervision of the children, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

Tourist court, auto court motel, or motor lodge means a group of attached, semidetached, or detached buildings containing individual sleeping or living units, designed for or used temporarily by automobile tourists or transients, with garage attached or parking space conveniently located to each unit and offering to the public daily as well as other longer term rental rates, and maintaining a register of guests and/or their vehicles.

Townhouse means a single-family dwelling unit constructed in a series, or a group of units having common walls, each on a separate lot.

Townhouse condominium means a single dwelling unit, meeting townhouse construction requirements, within which designated dwelling units are conveyed fee simple title, with an undivided interest in the building's common elements, to include, but not be limited to, parking spaces, common areas, and the land upon which the building is constructed.

Unimproved lot means a parcel of land that has not been properly platted in accordance with City's Subdivision Ordinance and the Texas Local Government Code, the parcel of land does not have certain basic required services (i.e. electricity, water, sanitary sewer or street access) necessary to utilize it for other purposes.

Yard means an open space on the same lot with a building, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard, or the depth of a rear yard, the horizontal distance between the property lot line and the main building shall be used.

Yard, front, means a yard extending across the front of a lot between the side yard lines, and being the minimum horizontal distance between the property lot line and the main building or any projections thereof other than the projection of the usual steps, unenclosed balconies, or open porch.

Yard, rear, means a yard extending across the rear of a lot, measured between the side lot lines, and being the minimum horizontal distance between the rear property lot line and the rear of the main building or any projections other than steps, unenclosed balconies or unenclosed porches. On corner, lots the rear yard shall be considered as parallel to the street upon which the lot has its least dimension. On both corner lots and interior lots the rear yard shall in all cases be at the opposite end of a lot from the front yard.

Yard, side, means a yard between the main building and the side property lot line of the lot,

and extending from the front lot line to the rear yard line.

Sec. 150-3. - Districts.

a) For the purpose of regulating and restricting the height and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, and other vacant spaces, the density of population, and the location and use of buildings, structures, and land for trade, industry, residents, or other purposes, the city is hereby divided into districts, of which there shall be nine classes in number, and one overlay district and which shall be known as:
   1) R-1 One-family dwelling district.
   2) R-2 Duplex and apartment district.
   3) R-3 Rural district.
   4) R-4 Residential one family / narrow lot
   5) M-1 Mobile home subdivision district.
   6) B-1 Neighborhood business district.
   7) B-2 Secondary highway business district.
   8) B-3 Central business district.
   9) B-4 Neighborhood office district.
   10) I Industrial district.
   11) Overlay Design District

Sec. 150-4 - R-1 One-family dwelling district &
R-4 Residential one family / narrow lot

The following regulations shall apply to the R-1 one-family dwelling district:

1) *Use regulations.* A building or premises shall be used only for the following purposes:
   a. Single-family dwellings.
   b. Church (except temporary revival).
   c. School, public or private, having a curriculum equal to a public elementary, high school, or institution of higher learning, subject to the prior issuance of a conditional use permit by the city commission in accordance with the procedures established in section 150-12.
   d. Public parks, playgrounds, golf courses (except miniature golf), public recreation, and community buildings.
   e. Municipal buildings, nonprofit libraries or museums, police and fire stations.
   f. Farms, nurseries, truck gardens and greenhouses, provided no sales office is maintained.
   g. Customary home occupations.
   h. Accessory buildings and accessory uses, customarily incident to the uses listed in this section (not involving the conduct of a business), when located on the same lot, including a private garage for one or more cars not for rent or used for commercial purposes.
   i. Signs: Signage shall be provided consistent with the requirements of Chapter 114.
   j. A day care center shall be a conditionally permitted use in an R-1 district, subject to the prior issuance of a conditional use permit by the city commission in accordance with the procedures established in section 150-12.
2) *Height regulations.* No building shall exceed 2 ½ stories or 35 feet in height except as provided in section 150-12.
3) *Area regulations.*
   a. *Front yard.* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be 25 feet. The minimum depth of such front yard

located along a cul-de-sac shall be 20 feet.

b. *Side yards.* There shall be a side yard on each side of a building of not less than ten percent of the width of the lot, but such side yard shall not be less than five feet.

c. *Rear yard.* The depth of the rear yard shall be at least 20 percent of the depth of the lot, but such depth need not be more than 25 feet.

4) *Intensity of use.* Every lot or tract of land shall have an area of not less than 6,000 square feet and an average width of not less than 50 feet (cul-da-sac shall be measured at the length of the curve), except that if a lot or tract should have less area or width than is herein required and its boundary lines along their entire length should touch lands under other ownership on the effective date of the ordinance from which this chapter is derived and shall not have been changed since said date, such parcel of land may be used for a single-family dwelling.

5) *Lot Coverage.* In no case, shall more than sixty percent (60%) of the total lot area be covered by the combined area of the principal building and all accessory building/use or any other impervious surface such as asphalt or concrete. An exemption may be granted if constructed from brick pavers with a sand base.

6) *Additional use, height, and area regulations.* Additional height and area regulations and exceptions shall be as specified in section 150-12.

7) *Recreational Vehicles.* No recreational vehicles shall be occupied either temporarily or permanently within the city limits except in designated trailer camps or trailer parks. Recreational vehicles may be stored on a residential lot provided that:

a. It is not connected to any utility services,

b. Is less than 30 feet in length and in accordance with Section 134-143,

c. Is stored on a concrete, cement or asphalt pad

d. Is located behind the required front setback line

<u>The following regulations shall apply to the R-4 Residential one family/ narrow lot</u>

1) <u>*Use regulations.* A building or premises shall be used only for the following purposes:</u>

a. <u>Single-family dwellings.</u>

b. <u>Public parks, playgrounds, golf courses (except miniature golf), public recreation, and community buildings.</u>

c. <u>Farms, nurseries, truck gardens and greenhouses, provided no sales office is maintained.</u>

d. <u>Customary home occupations.</u>

e. <u>Signs: Signage shall be provided consistent with the requirements of Chapter 114.</u>

2) <u>*Height regulations.* No building shall exceed 2 ½ stories or 35 feet in height except as provided in section 150-12.</u>

3) <u>*Area regulations.*</u>

a. <u>*Front yard.* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be 25 feet. The minimum depth of such front yard located along a cul-de-sac shall be 15 feet.</u>

b. <u>*Side yards.* There shall be a side yard on each side of a building of not less than ten percent of the width of the lot, but such side yard shall not be less than five feet.</u>

c. <u>*Rear yard.* The minimum depth of the rear yard shall be 20 feet.</u>

4) <u>*Intensity of use.*</u>

a. <u>Every lot or tract of land shall have an area of not less than 5,000 square feet and not more than 5,500 square feet.</u>

b. <u>An average width of not less than 50 feet (cul-da-sac shall be measured at the length of the curve), except that if a lot or tract should have less area or width than is herein required and its boundary lines along their entire length should touch lands under other ownership</u>

on the effective date of the ordinance from which this chapter is derived and shall not have been changed since said date, such parcel of land may be used for a single-family dwelling.

5) *Additional use, height, and area regulations.* Additional height and area regulations and exceptions shall be as specified in section 150-12.
6) *Recreational Vehicles.* No recreational vehicles shall be occupied either temporarily or permanently within this zoning district

Sec. 150-12. -Additional use, height, and area regulations and exceptions.

c) Area and density regulations.

3. Any building or accessory use constructed on any lot shall be located ten feet from any other building or accessory use on such lot or attached in R-1, R-3, R-4 and M-1 Districts.
5. Side yard requirements shall be as follows:
    a) The minimum width of a side yard of a corner lot in the R-1, R-2, and R-4 districts shall be not less than ten feet, provided that if the corridor is identified on the Hidalgo County Thoroughfare Map and the street side line of a corner lot is in the same block frontage with a lot whose street line is a front of such lot, the side yard shall extend to the average alignment of the buildings along the same side of the street, unless such buildings are more than 25 feet back from the street line, in which case the side yard need not be more than 25 feet.
6. Rear yard requirements shall be as follows:
    a. In R-1, R-2, R-4 and M-1 districts, no main use, accessory use or accessory building shall be constructed, placed or located within five feet of the rear property line on any lot.
    b. Any accessory building or accessory use constructed on any lot in an R-1, R-2, R-4 and M-1 district shall be located ten feet from the main use building on such lot or attached and may not be more than one story in height.

PASSED AND APPROVED on first reading at a special meeting of the City Commission this 14th day of December 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 4th day of January 2022.

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: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4971

From:

Subject:
Approval on annual renewal of the Affiliation Agreement for Clinical Experience with the City of Weslaco Fire/EMS and Texas State Technical College - Harlingen and authorize the Mayor to execute any related documents. (Staffed by Fire 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)**:**

LAURA LUERA	Created/Initiated
ANTONIO LOPEZ	Approved
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Approval.

Attachments, if any:
TSTC City of Weslaco Affiliation Agreement

Responsibilities upon Approval:

AFFILIATION AGREEMENT

This Affiliation Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between **Texas State Technical College**, an institution of higher education and an agency of the State of Texas (hereinafter referred to as "TSTC"), and **City of Weslaco Fire/EMS**, with its principal place of business at 255 S. Kansas Ave., Weslaco, TX 78596 (hereinafter referred to as the "Facility"). Facility and TSTC may individually be referred to as a "Party" or collectively as "Parties" to this Agreement.

Now, therefore, the Parties agree as follows:

Article 1. TSTC RESPONSIBILITIES

1.01 Plan and Administer: In consultation with representatives of the Facility, plan and administer the educational program for its students assigned to the Facility.

1.02 Placement Plan: Provide the Facility with its overall plan for the placement of students at Facility prior to the commencement of the academic term. The plan shall include details of the TSTC's clinical program at the Facility, including the objectives, and approximate number of students for each term, dates, times, and levels of each student's academic preparation. The TSTC shall work with the Facility to modify its clinical program as necessary to accommodate the reasonable requirements of the Facility.

1.03 Provide Names of Students: Provide the names of students as soon as possible after registration for each semester, but in no event later than one week before the beginning of the placement at the Facility.

1.04 Pre-Placement Instruction: Provide pre-placement instruction to each student in accordance with standards mutually agreeable to both Parties, and to present for placement at the Facility only those students who have satisfactorily completed the pre-placement instructional program.

1.05 Instruction of Regulations and Procedures: Instruct its students assigned to the Facility with regard to general regulations and procedures which the Parties have agreed are necessary, including those regulations regarding:

a. Confidentiality of client/patient and Facility records and information.
b. Authority of Facility staff over patient care and Facility administrative operations.

1.06 Educational Records: Maintain all education records and reports relating to the educational program of its students at the Facility, and to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.

1.07 Health Insurance: Inform each student submitted for placement of the requirement to have in force a policy of health insurance, and of the substantial monetary liability that the student might incur as a result of failure to have such insurance in force.

1.08 Immunizations: TSTC will provide Facility documentation that each student will be up to date on immunizations and screenings to include TDap, Measles-Mumps-Rubella vaccination or a titer proving immunity, Hepatitis B vaccine series or a titer proving immunity, Influenza Vaccination for the current vaccination year, Varicella vaccination or a varicella titer proving immunity and a TB screen within the last year prior to start of clinical rotation or require student to submit such documentation prior to clinical rotation.

1.09 Drug Screen: TSTC will ensure each student will have a drug screen upon enrollment into the program or if there is a break in enrollment, and submit it to Facility at the start of clinical rotation. Facility can request a drug screen at student's expense if the Facility suspects student impairment.

1.10 Background Check: TSTC will provide Facility with state and federal criminal background checks on student and all known student aliases if required by TSTC upon entry to the program or student shall undergo a criminal background check at his/her expense and submit results at the start of clinical rotation.

Article 2. FACILITY RESPONSIBILITIES

2.01 Plan and Administer: Plan and administer all aspects of, retain primary and ultimate responsibility over the quality of, and have final responsibility, authority and supervision over all aspects of, patient care, clinical services, plant operations, etc. at its facilities.

2.02 Supervision of Student: Provide qualified supervision of TSTC students during their placement. Facility supervisory personnel may, in an emergency, or in certain cases based upon applicable standards of patient care, client service, plant operations, etc., temporarily relieve a student from a particular assignment or require that a student leave an area or department pending a final determination of the future status of the student by the Parties. TSTC students shall at all times abide by such supervision.

2.03 Placement of Students: Cooperate with TSTC in the planning and conduct of the student's placement in order that such placement is appropriate to the TSTC's educational objectives.

2.04 Facility: Make available to students the use of its cafeteria, conference rooms, dressing or locker rooms, library or any other appropriate facilities as available and required by the educational program, without charge except for food consumed by the students.

2.05 Pre-Placement Instruction: Provide the TSTC with all rules, regulations, procedures and information necessary for pre-placement instruction prior to the commencement of the academic term.

2.06 Release and Withdrawal of Student:

a. Have the authority to refuse any student who has previously been discharged for cause, relieved of responsibilities for cause or who would not be eligible to be employed by the Facility. Facility shall notify TSTC of its refusal to accept a student and its reasons for doing so in writing, prior to the commencement of the academic term.

b. Have the authority to request the withdrawal of any student from their placement at Facility for reasonable cause related to the need for maintaining an acceptable level of patient care, client services, plant operations, etc., and TSTC shall immediately comply with such request. The request shall be in writing and shall state the reason(s) for the request.

c. In the event TSTC does not agree with the Facility's refusal to accept a student or request for withdrawal of a student placed at Facility, it shall provide the Facility with a written statement setting forth its reasons for any such disagreement within ten (10) business days after receipt of Facility's written notice.

2.07 Insurance: To maintain Comprehensive General Liability Insurance or its equivalent, in an amount acceptable to TSTC, that covers its employees whenever the liability may exist. A certificate of insurance will be furnished to the TSTC upon request, indicating effective coverage and liability limits.

2.08 Student Information: Acknowledge that that the education records of students assigned to Facility are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. Further, Facility agrees to maintain the confidentiality of student educational records in accordance with the provisions of FERPA.

Article 3. MUTUAL RESPONSIBILITIES

3.01 Students Are Not Employees: Students assigned to this clinical, field or internship experience shall not be deemed to be employees of either Party and thus are not covered by TSTC or Facility for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose. Each student is placed with the Facility to receive this educational experience as a part of his or her academic curriculum; those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time shall students replace or substitute for any employee of the Facility. This provision shall not be deemed to prohibit the employment of any such student by either Party under a separate employment agreement. The TSTC shall notify each student of the contents of this paragraph.

3.02 Monetary Consideration: There shall be no monetary consideration paid by either Party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The Parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to the TSTC and the Facility.

3.03 Non-Teaching Designator: No provision of this Agreement shall prevent any patient, client, etc. from requesting not to be a teaching patient, client, etc. or prevent any member of the Facility's staff from designating any patient, client, etc. as a non-teaching patient, client, etc.

3.04 Extension of Rights: This Agreement is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Facility and the TSTC; without limiting the generality of the foregoing, no rights are intended to be created for any patient, client, etc., student, parent or guardian of any student, employer, or prospective employer of any student.

Article 4. TERM AND TERMINATION

4.01 Term: This Agreement shall be effective as of March 1, 2022 and continue for an initial term of two (2) years.

4.02 Termination for Convenience: TSTC may terminate this Agreement, without cause, upon thirty (30) days written notice to the Facility. Should notice of termination by TSTC be given, any student then placed at Facility for clinical, field or internship experience in any program shall be given the opportunity to complete the full program during that instructional period.

4.03 Loss of Funding: If the Agreement term is greater than one year, then performance by TSTC under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Texas State Technical College System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then TSTC will issue written notice to Facility and TSTC may terminate the Agreement without further duty or obligation hereunder. Facility acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TSTC.

Article 5. INDEMNIFICATION

5.01 FACILITY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TSTC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF FACILITY OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY FACILITY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND FACILITY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. FACILITY AND TSTC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE FACILITY TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TSTC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TSTC OR ITS EMPLOYEES.

Article 6. OTHER TERMS AND CONDITIONS

6.01 Venue; Governing Law: As required by Chapter 135 of the Texas Education Code, McLennan County or Travis County, Texas, will be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

6.02 Texas Public Information Act: Notwithstanding any provisions of this Agreement to the contrary, the Facility understands that TSTC will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

6.03 Amendments to Agreement: No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing, signed by both TSTC and the Facility.

6.04 Entire Agreement: Notwithstanding the provisions in Article 1, this Agreement supersedes all prior agreements, written or oral, between Facility and TSTC and will constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the Parties and may not be waived, modified, amended or altered except in writing signed by TSTC and Facility in approved Change Orders and memorialized in an amendment to this Agreement.

6.05 Sole Conduct: In the performance of their respective duties and obligations under this Agreement, both Parties are independent contractors, and neither is the agent, employee or servant of the other, and each is responsible for only its sole conduct.

6.06 Compliance with Laws: Each Party agrees to comply with and to be separately responsible for compliance with all laws, including but not limited to anti-discrimination laws, which may be applicable to their respective activities under this program. Both Parties promise to not discriminate on the basis of race, color, creed, age, sex, national origin, religion, or disability.

6.07 Counterparts: This Addendum may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

Article 7. NOTICE

7.01 Any and all notices given under this Agreement shall be directed, in writing, to:

TSTC:

Salvador Acevedo, MD, ACOR, NARP-LP
1902 N Loop 499
Harlingen, TX 78550
salvador.acevedo@tstc.edu

FACILITY:

Antonio Lopez, Fire Chief
255 S. Kansas Ave.
Weslaco, TX 78596
anlopez@weslacotx.gov

IN WITNESS WHEREOF, duly authorized representatives of the Parties have agreed to the terms of this Agreement and thereby execute and deliver this Agreement to the other Party.

TEXAS STATE TECHNICAL COLLEGE	CITY OF WESLACO FIRE/EMS
Authorized Signature	Authorized Signature
Print Name	Print Name
Title	Title
Date	Date

Standardized Agenda Request Form

Date of Meeting: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4972

From:

Subject:
Approval of a Memorandum of Understanding between the City of Weslaco Fire Department and the McAllen Fire Department regarding participation in clinical rotations on ambulance and authorize the Mayor to execute any related documents. (Staffed by Fire 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)**:**

LAURA LUERA	Created/Initiated
ANTONIO LOPEZ	Approved
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Approval.

Attachments, if any:
MOU Clinicals MFD and WFD

Responsibilities upon Approval:

911 FIRE & RESCUE

Fire Department

McAllen

"The City of Palms" McAllen FIRE DEPARTMENT

MEMORANDUM OF UNDERSTANDING
FOR
CLINICAL ROTATIONS ON AMBULANCE.

Between: **Weslaco Fire Department & McAllen Fire / EMS Academy**

Effective date: **06/01/21**

To whom it may concern:

This MOU will serve as an agreement between both agencies. Weslaco Fire Department agrees to allow McAllen Fire Department Students to participate on Clinical EMT rotations on Weslaco Fire Department Ambulances. McAllen Fire / EMS Academy Students / Cadets will be covered under the insurance and worker's compensation coverages provided by the City of McAllen to their employees. City of McAllen will provide all supplies and PPE that is required for their students.

The agreement is effective immediately and will remain in place for all future academies unless terminated by either side.

Agreement signed on_____ by the following:

_____
Antonio Lopez, Fire Chief, City of Weslaco Fire Department.

6-2-21

_____
James Schultz, Fire Chief, City of McAllen Fire Department

Standardized Agenda Request Form

Date of Meeting: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4997

From:

Subject:
Approval on amendments and extension from January 7, 2022 to February 7, 2022 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. (Staffed by Interim 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	Created/Initiated
ADELAIDA VEGA	Approved
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:

Attachments, if any:

Responsibilities upon Approval:

Standardized Agenda Request Form

Date of Meeting: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4999

From:

Subject:
Approval to authorize staff to solicit Request for Proposals for Fines and Fees Collection Services of delinquent municipal court accounts and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.)

Background:
In January 2020, the commission granted a 1 year extension to the American Financial Bureau contract.

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)**:**

ROSA HUERTA	Created/Initiated
ROSA HUERTA	Approved
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:

Attachments, if any:

Responsibilities upon Approval:

Standardized Agenda Request Form

Date of Meeting: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4864

From:

Subject:
Discussion and consideration on Resolution 2022-01 appointing two members to the Tower of Honor Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Background:
The first meeting of the Tower of Honor Advisory Board was held on February 1, 2020. Members held elections for officers and drew names for staggered terms. The term for Dora Hernandez and Elda Arriage expired. **Both members have expressed interest in reappointment.**

Members shall serve for no more than two three-year staggered terms and the City Commission will have the ability to waive the term limit.

At the time of posting there were no other applicants for consideration.

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)**:**

ADELAIDA VEGA	Created/Initiated
ADELAIDA VEGA	Approved
OMAR RODRIGUEZ	Approved
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Approve.

Attachments, if any:
Board member roster as12.27.21, R2022-01 appointment expired terms Tower of Honor Advisory Board

Responsibilities upon Approval:

Execute, retain and notify appointees.

TOWER OF HONOR ADVISORY BOARD –

LAST NAME	FIRST NAME	TERM EXPIRES
Hernandez	Dora	01/01/2022
Arriaga	Elda	01/01/2022
Ybarra Jr.	Mario G	01/01/2023
Calderon	Linda	01/01/2023
Rodriguez	Melissa	01/01/2024
Lozano	Virginia	01/01/2024
Cruz	Marie A	01/01/2024

As of 12.28.21

RESOLUTION NO. 2022-01

A RESOLUTION OF THE CITY OF WESLACO TOWER OF HONOR ADVISORY BOARD APPOINTING TWO MEMBERS TO EXPIRED TERMS.

WHEREAS, The Weslaco City Commission affirms their commitment in engaging and supporting Weslaco's military heroes and created a board to be known as the Tower of Honor Advisory Board; and

WHEREAS, the goal of the board shall be to honor all its fallen heroes from the City of Weslaco on the historic "Tinaco" a project to be known as the "Tower of Honor: Weslaco's Legacy of Military Heroes"; and

WHEREAS, this Board shall be composed of seven members who are voters and taxpayers of Weslaco and/or represent a Gold Star family (one that's lost an immediate family member in the line of duty of military service) with a minimum of three members shall be related to a Gold Star family whose fallen hero claimed Weslaco as their hometown residence. Members will be appointed by the City Commission; and

WHEREAS, members shall serve without compensation and serve for no more than two three-year staggered term for a total of no more than six years; and

WHEREAS, the terms of two members expired.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT THE FOLLOWING INDIVIDUALS ARE APPOINTED TO THE TOWER OF HONOR ADVISORY BOARD.

PASSED AND APPROVED on this 4th day of January 2022.

NAME	TERM ENDING
_____	01/01/2025
_____	01/01/2025

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: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4996

From:

Subject:
Discussion and consideration of date, time and place for a City Commission Retreat to discuss the following: 1) City of Weslaco Master Plan; 2) Business Plan for Water/Wastewater Collection; 3) Hike and Bike Trails; 4) Sanitation Fees and Master Fee Schedule; 5) Updates Service Credits; 6) Electioneering Ordinance; 7) Financing for Municipal Pool; 8) Street Improvements; and 9) Other Improvements and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)

Background:
The proposed date for the workshop will be Saturday, January 15, 2022, at the City Hall Legislative Chambers.

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)**:**

ADELAIDA VEGA	Created/Initiated
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:

Responsibilities upon Approval:

Standardized Agenda Request Form

Date of Meeting: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-5003

From:

Subject:
Discussion and consideration on the date of January 13, 2022 for a joint workshop with Weslaco Independent School District to discuss joint efforts for Hike and Bike Trails, Regional Detention Facility at Cleckler-Heald School and school lot paving improvements. Possible action. (Staffed by Interim 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	Created/Initiated
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:

Attachments, if any:

Responsibilities upon Approval:

Standardized Agenda Request Form

Date of Meeting: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4838

From:

Subject:
Discussion and consideration to approve the Wholesale Wastewater Treatment Interlocal Agreement between the City of Weslaco and North Alamo Water Supply Corporation (NAWSC) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Background:
The proposed interlocal agreement will allow for NAWSC to supply Vaquero Estates Subdivision Phase V with sanitary sewer, as the subdivision lies within the City of Weslaco Sewer CCN. The proposed 274 lot subdivision was approved by City Commission on May 18, 2020 and is located on the Southeast corner of Mile 11 and FM 1015. The City Attorney has provided a legal opinion and made corrections to the interlocal agreement. The nearest sanitary sewerline is located south of this subdivision at the intersection of Mile 9 and FM 1015.

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)**:**

REBEKAH DE LA FUENTE	Created/Initiated
REBEKAH DE LA FUENTE	Approved
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval of the Wholesale Wastewater Treatment Interlocal Agreement with City Attorney's recommended changes

Attachments, if any:
Wholesale Wastewater Treatment Interlocal Agreement - Memo, NAWSC CCN, Weslaco Wastewater Treatment Agreement

Responsibilities upon Approval:
Staff will advise developer

City of Weslaco

"The City on the Grow"

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

Andrew Muñoz, Interim City Manager

M E M O

TO: Mayor and City Commission

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

RE: Vaquero Estates- Wholesale Wastewater Treatment Interlocal Agreement

DATE: December 27, 2021

The proposed interlocal agreement will allow for NAWSC to supply Vaquero Estates Subdivision Phase V with sanitary sewer, as the subdivision lies within the City of Weslaco Sewer CCN. The proposed 274 lot subdivision was approved by City Commission on May 18, 2020 and is located on the Southeast corner of Mile 11 and FM 1015. The City Attorney has provided a legal opinion and made corrections to the interlocal agreement. The nearest sanitary sewer line is located south of this subdivision at the intersection of Mile 9 and FM 1015.

Thank you,

Rebekah de la Fuente, CFM

Law Office Of Juan E. Gonzalez, P.L.L.C.

.December 7, 2021

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

Re: Opinion – CCN/NAWSC

Dear Mayor Suarez:

This opinion is being prepared pursuant to a request from staff in regards to a Certificate of Convenience and Necessity (CCN) transfer from the City of Weslaco to North Alamo Water Supply Corporation (NAWSC). It is my understanding a developer wishes to access a wastewater line from NAWSC even though he is in an area serviced by the City of Weslaco's CCN.

There are several sources I have to address in this opinion as follows: 1) State Law 2) Texas Water Code 3) Attorney General Opinions 4) Texas Case Law.

NAWSC has provided the City a proposed Wholesale Wastewater Treatment Interlocal Agreement which sets forth the terms and conditions necessary to allow this developer to access NAWSC's wastewater line. This type of agreement has never been used by the City but it is fairly common for the City to provide services under our CCN to developers and homeowners outside our City limits.

The issues to consider are as follows: 1) Is it possible to allow a developer in our CCN to hook up to another providers CCN? 2) If it is allowed will such an agreement result in loss of our CCN for this City property? 3) What are the financial implications for this type of agreement?

Subchapter G, Chapter 13 of the Texas Water Code was created to "establish a comprehensive regulatory system that is adequate to the task of regulating retail public utilities to assure rates, operations and services that are just and reasonable to the consumers and to the retail public utilities. A CCN under Subchapter G gives a retail public utility the exclusive right to provide retail water and sewer utility service to an identified geographic area.

Subchapter G provides various methods for altering an existing CCN service area. One is to decertify the area pursuant to a petition to the Public Utility Commission. This alternative would result in the loss of the City's CCN for this area and would deprive the

3110 E. Bus. Hwy 83 • Weslaco, Texas 78596 • Tel: (956) 447-5585 • Fax: (956) 447-8637
email: juanegonzalez@jeglaw.net

City of future income from this development. Another alternative is a written agreement between retail public utilities concerning the CCN. This is the method that has been proposed in this situation. Therefore pursuant to the Texas Water Code it is legally allowable for the City to enter into the proposed Wholesale Wastewater Treatment Interlocal Agreement with NAWSC.

If the City is to enter into this type of interlocal with NAWSC, it is essential we include language in which NAWSC agrees not to decertify the City's CCN for this development. Failing to do so would result in the City losing its ability to derive income from this development in the future. However, case law has held that a political subdivision such as a home rule municipality "may not by contract or otherwise, bind itself in such a way as to restrict its free exercise of governmental powers, nor [can] it abdicate it governmental functions, even for reasonable time." *Clear Lake City Water Auth. V. Clear Lake Util. Co.*, 549S.W.2nd 391 (Tex. 1977) Under this common-law reserved powers doctrine, "certain powers are conferred on government entities for public purposes, and can neither be delegated nor bartered away." *Kirby Lake Dev., Ltd, v. Clear Lake City Water Auth.*, 320 S.W. 3d 829, 843 (Tex. 2010).These cases basically render any contractual provision that limits our ability to petition for or to contest a petition for decertification of a CCN null and void. Even though our agreement with NAWSC would not allow decertification, it would be held invalid and we would have no defense to a petition by NAWSC to decertify our CCN for this particular development. Therefore, it is my opinion that entering into this type of interlocal with NAWSC could result in the City losing its CCN for this particular development.

In discussing this matter with staff it has been determined it would cost the developer an additional $900,000.00 to hook up to the City's wastewater treatment plant. However, the loss in revenue over the years could result in significant loss of income for the City. It is difficult to determine this loss but it would no doubt be substantial. There is a possibility that even if we allow this developer to hook up to NAWSC, they may never petition to decertify the City CCN for this property but if they do we could do nothing to stop them.

It is my opinion, after a review of state statutes and case law that we can legally enter into an agreement to allow this developer to access NAWSC's wastewater line in our City limits, but allowing this could result in the City not being able to contest a petition by NWSC to decertify our CCN for this development. In such a situation the loss of income to the City could be substantial. If you have any other questions or concerns feel free to contact me at the address or phone number listed below.

Sincerely,

/s/ Juan E. Gonzalez

Juan E. Gonzalez

COUNTY OF HIDALGO §
§
CITY OF WESLACO §

WHOLESALE WASTEWATER TREATMENT INTERLOCAL AGREEMENT

This Agreement is made this _____ day of _____, 2021, between the City of Weslaco, Texas, a home rule municipal corporation ("CITY"), and North Alamo Water Supply Corporation, a non-profit corporation, duly organized and existing under the laws of the State of Texas ("Corporation"), with the mailing address of 420 S. Doolittle Rd., Edinburg, Texas 78539-9078.

RECITALS

I. CONSTRUCTION OF IMPROVEMENTS

The Corporation agrees to construct, own, maintain and operate all improvements within its service area as may be necessary to effectuate this agreement.

II. WASTEWATER TREATMENT CAPACITY

The Corporation currently has excess wastewater treatment capacity and agrees to maintain the availability of this treatment capacity for the City's use for a period of three years following the effective date of this Agreement, or until the City completes the construction of their own treatment facility and notifies the Corporation in writing of its termination, whichever occurs first. This Agreement is to receive, transport and treat a maximum average daily flow of up to 200,000 gallons. Any future change in service by the Corporation may be negotiated between the Parties.

III. MONETARY CONSIDERATIONS

The Corporation shall bill and collect all wastewater charges in its service area. The

Corporation shall charge the City monthly for providing the sanitary sewer treatment service as measured by the lift station for the area per 1,000 gallons of metered flow. The initial rate shall be $2.92/1000gal.

Effective on the 1st day of the billing cycle beginning October 2021 and thereafter in October of each year during the Term of this Agreement, the monthly account service charge shall be increased or decreased according to the terms of this paragraph and remain in effect through September of the following year. The fee shall be increased or decreased in the same proportion as the annual increase or decrease in the Consumer Price Index (all urban customers) for the water and sewer and trash collection services category as last published by the U.S. Department of Labor during the year preceding the increase or decrease of these fees (e.g. if the increase in fee is to occur in October 2021, it will be based on the annual increase or decrease in the Consumer Price Index (all urban customers) for the water and sewer and trash collection services category as last published by the U.S. Department of Labor during 2021). The monthly account service charge shall be increased or decreased by taking the charge as it existed on September 30th of the year preceding the increase or decrease and increasing or decreasing that in the same proportion as the annual increase or decrease in the Consumer Price Index (all urban customers) for the water and sewer and trash collection services category as last published by the U.S. Department of Labor during the year preceding the increase or decrease of this charge.

An example of the application of the change of fees and charges is as follows:

Assuming: September 30, 2021 Index: 219.403
September 30, 2022 Index: 227.297

Rates and fees to be effective first billing cycle of October 2022:

Monthly Charge Per 1000/gal = $2.92 x {(1 + [227.297 - 219.403])/ 227.297} = $3.02

IV. ENVIRONMENTAL

It shall be the City's obligation to calibrate its meter on an annual basis during the term of this Agreement. If the City becomes aware of any discharge into its sewer system that can be traced to originating inside the Corporation's sewer CCN area, that violates any state or federal rules or guidelines, then upon written notice, the Corporation shall cooperate with the City in an aggressive program to identify the source of the discharge and bring it into compliance. This could include terminating the violating connection, if necessary. If any fines or monetary charges are attributed to the City for any discharge originating inside the Corporation's sewer CCN area that violates any state or federal rules or guidelines, then the Corporation shall reimburse the City for any such fines or monetary charges and any reasonable expenses connected therewith. The City and the Corporation will cooperate to minimize any such fines or monetary charges and associated expenses. Nothing contained herein will prevent the Corporation from passing on any such payments to the source customer.

V. TERM OF AGREEMENT

The Term of this Agreement shall commence upon the date first written above, and shall continue for a period of three (3) years unless otherwise terminated in writing by Corporation as allowed herein, when this Agreement shall terminate, or be renewed for a like period, it mutually acceptable.

This Agreement may be terminated by either Party at any time without cause by giving the other Party sixty (60) days advance written notice of its intent to terminate the Agreement.

Any party may terminate this Agreement following a default by the other party in the performance of this Agreement and the failure to correct said default within thirty (30) days after written notice of default has been provided by the non-defaulting party.

VI. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and insure to the benefits of the parties hereto and their respective heirs, representatives, successors and assigns.

VII. NO THIRD PARTY BENEFITS

This Agreement is not intended to benefit any third parties nor to be interpreted as creating a partnership between parties.

VIII. INTEGRATION CLAUSE

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this instrument shall be of no force and effect unless contained in a subsequent writing signed by the party to be charged.

IX. SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

X. DISPUTE RESOLUTION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, of any, the parties hereby agree that any claims, demands, or disputes that cannot be amicably resolved between the parties upon written request by either party

shall be submitted within two weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation.

XI. INCORPORATION OF PREAMBLE RECITALS

The recitals contained in the preamble of this Agreement are hereby found to be true and such recitals are hereby made a part of this Agreement for all purposes and are adopted as part of the judgment and findings of the City and the Corporation.

XII. EXECUTION

This Agreement is executed in duplicate copies, each of which shall be considered a true and original copy of this Agreement.

XIII. LITIGATION EXPENSES

Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest, payable to the party to which the payment is due, at an annual, compounded rate of ten percent (10%) from the date the payment is due until it is fully paid.

In the event any litigation arises out of this Agreement between the parties hereto, the nonprevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or other authority.

By signing and delivering this Agreement to the appropriate official of the Corporation, the City authorizes completion of this Agreement by filling in the Effective Date above.

[Remainder of page intentionally left blan

IN WITNESS WHEREOF, EXECUTED by the City and Corporation, acting under the authority of their respective governing bodies in Duplicate Originals as of the date indicated below.

THE CITY OF WESLACO
255 S. Kansas Avenue
Weslaco, Texas 78596

ATTEST:

_____
Norma Cantu, City Secretary

By: _____
David Suarez, Mayor

APPROVED AS TO FORM:

By: _____
Juan E. Gonzalez, City Attorney

NORTH ALAMO WATER SUPPLY CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78539-3832

By: _____
Steven Sanchez, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer, Attorney for North Alamo Water Supply Corporation

Standardized Agenda Request Form

Date of Meeting: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-5000

From:

Subject:
Discussion and consideration for the City of Weslaco to assume responsibility for the monthly streetlight bill for North Park Place Phase I and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Background:
The subdivision for North Park Place Phase II was approved and recorded by the County in October of 2004. The subdivision was then later annexed into the City on July 6, 2005. During that time, the street light ownership was never transferred to the City of Weslaco. The owner is now developing Phase II and is requesting that the City take over the monthly bill for the streetlights.

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)**:**

REBEKAH DE LA FUENTE	Created/Initiated
REBEKAH DE LA FUENTE	Approved
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval

Attachments, if any:
North Park Place PH I- Streetlights- Memo,
scan@davisequity.com_20211216_114037

Responsibilities upon Approval:
Staff will advise the owners and finance will take over streetlight payment.

City of Weslaco

"The City on the Grow"

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

Andrew Muñoz, Interim City Manager

M E M O

TO: Mayor and City Commission

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

RE: North Park Place Ph I- Streetlights

DATE: December 27, 2021

The subdivision for North Park Place Phase II was approved and recorded by the County in October of 2004. The subdivision was then later annexed into the City on July 6, 2005. During that time, the street light ownership was never transferred to the City of Weslaco. The owner is now developing Phase II and is requesting that the City take over the monthly bill for the streetlights.

Thank you,

Rebekah de la Fuente, CFM

NORTH PARK PLACE
HOME OWNERS ASSOCIATION

DAVIS DEVELOPMENT INC.
2300 W. PIKE STE# 101
WESLACO, TX 78596
956-969-8648

December 16, 2021

City of Weslaco
255 S Kansas
Weslaco, TX 78596

To Whom This May Concern:

This letter is to request the City of Weslaco to assume responsibility for the street lights located within North Park Place PHI on Dover St. and North Park Dr effective January 2022.

The following are the account #'s with Magic Valley Electric: #181838001, 181838002, 181838003,181838004 and 181838005.

Enclosed is a copy of the most recent light bill from Magic Valley Electric Co.

If you have any questions, please contact me @ 956-969-8648 or by email javalos@davisequity.com.

Thank you,

Janie Avalos
Davis Development Inc.
956-969-8648

Magic Valley Electric Cooperative
2200 W 2nd St
Mercedes, TX 78570

(866) 225-5683

Magic Valley MVEC Electric Cooperative

Regular Business Hours:
Monday-Friday
8:00 am - 5:00 pm

www.magicvalley.coop

Empowering You, Empowering Your Community

Account Name	SOUTHGATE WOODS,LTD	***Statement Date***	12/06/21
Member Number	181838	***Statement Number***	11405492

Previous Bill

Your previous balance was	**-$82.69**
Your payment was received on	**$0.00**

Thank you for your payment!

Current Bill

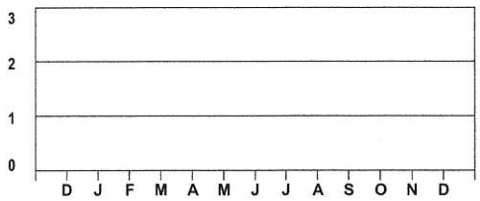
Your current charges for this billing period is	**$92.73**

For full detail breakdown of charges, see the reverse side. →

Total Amount Due

Your total amount due is	**$61.92**
Your current charges are due by	**12/22/21**

kWh Historical Usage



Service Location NORTH PARK PLACE #1 LT 34 EPY

Account 181838001 Meter 1041480 Rate GEN441

From	To	Prev Read	Pres Read	Usage	Amount
11/02/21	12/05/21	0	0	0 kWh	

PREVIOUS UNPAID BALANCE	-$82.69
Balance Transfer To Account 181838002	$15.27
Balance Transfer To Account 181838003	$15.27
Balance Transfer To Account 181838004	$15.27
Balance Transfer To Account 181838005	$15.27
Customer Charge	$29.00
State Sales Tax @ 6.25%	$1.81
TOTAL ON ACCOUNT	**-$51.88**

RETAIN THIS COPY FOR YOUR RECORDS

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

TX22189F

Magic Valley MVEC Electric Cooperative

PO BOX 267
MERCEDES TX 78570-0267

ADDRESS SERVICE REQUESTED

Member Number	*Statement Number*	*Due Date*	*Amount Due*	*Due After 12/22/21*
181838	11405492	**12/22/21**	**$61.92**	**$65.00**

Amount Enclosed: _____

☐ Check here for change of address or phone number and complete on back.

120620210000011405492000000061929

**********AUTO**5-DIGIT 78537

SOUTHGATE WOODS,LTD 10
NORTH PARK PLACE HOMEOWNER 2438
2300 W PIKEE 101 ST
WESLACO TX 78596-5656

MAGIC VALLEY ELECTRIC COOPERATIVE
PO BOX 267
MERCEDES TX 78570-0267

Billing Summary Continued

Service Location SL NORTH PARK PLACE

Account 181838002

From	To	Prev Read	Meter Pres Read	Usage	Rate Amount
PREVIOUS UNPAID BALANCE					$0.00
Transfer From Account 181838001					-$15.27
PCRF (-.0060000)					-$0.63
250W HPS Cobra (105 KWH)					$16.11
			TOTAL ON ACCOUNT		**$15.48**

Service Location SL SOUTHGATE WOODS

Account 181838003

From	To	Prev Read	Meter Pres Read	Usage	Rate Amount
PREVIOUS UNPAID BALANCE					$0.00
Transfer From Account 181838001					-$15.27
PCRF (-.0060000)					-$0.63
250W HPS Cobra (105 KWH)					$16.11
			TOTAL ON ACCOUNT		**$15.48**

Service Location SL SOUTHGATE WOODS

Account 181838004

From	To	Prev Read	Meter Pres Read	Usage	Rate Amount
PREVIOUS UNPAID BALANCE					$0.00
Transfer From Account 181838001					-$15.27
PCRF (-.0060000)					-$0.63
250W HPS Cobra (105 KWH)					$16.11
			TOTAL ON ACCOUNT		**$15.48**

Payment Options

- Automatic Bank Draft through AutoPay
- Recurring Credit Card through AutoPay
- Online Bill Payment
- EZ Prepaid
- Mobile App
- Phone
- Credit Card
- Traditional Payment Method
- Payment Stations
- Kiosks
- Drop Boxes
- Average Payment Plan

Office Locations

Mercedes Office
2200 W 2nd St
Mercedes, TX 78570

Edinburg Office
2910 W Monte Cristo Rd
Edinburg, TX 78541

Brownsville Office
1825 N Indiana Rd
Brownsville, TX 78521

Pharr Office
1311 S Cage Blvd
Pharr, TX 78577

To Report a Power Outage Call: (866) 225-5683 Or Visit www.magicvalley.coop

Update your Account Information

Phone _____

Email Address _____

New Mailing Address _____

_____

_____

Magic Valley Electric Cooperative
2200 W 2nd St
Mercedes, TX 78570

(866) 225-5683

Regular Business Hours:
Monday-Friday
8:00 am - 5:00 pm

www.magicvalley.coop

Billing Summary Continued

Service Location SL SOUTHGATE WOODS

Account 181838005

From	To	Prev Read	Meter Pres Read	Usage	Rate Amount
PREVIOUS UNPAID BALANCE					$0.00
Transfer From Account 181838001					-$15.27
PCRF (-.0060000)					-$0.63
250W HPS Cobra (105 KWH)					$16.11
			TOTAL ON ACCOUNT		**$15.48**

Standardized Agenda Request Form

Date of Meeting: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-5001

From:

Subject:
Discussion and consideration of proposed change order #16 in the amount of $40,000 for the Pleasantview & 11th Street Drainage Improvements Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Background:
See Attached Memo

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
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Memo CO#16, CCO#16_Signed

Responsibilities upon Approval:

City of Weslaco

"The City on the Grow"

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

Andrew Muñoz, Interim City Manager

DATE: December 20, 2021

TO: Mayor Suarez, City Commission,
Interim City Manager Muñoz

FROM: Albert J. Aldana, P.E.
City Engineer

SUBJECT: **PROPOSED CO#16**
PLEASANTVIEW & 11TH ST DRAINAGE IMPROVEMENTS

While boring a proposed 60" RCP Pipe at the FM 1015 crossing at Estero Llano Grande Park, the contractor encountered an abandoned 48" RCP in the path of the bore. The abandoned pipe needs to be removed by hand and debris removed and disposed. The void created by the removal of the pipe needs to be backfilled with flowable concrete for a span of 125 LF across FM 1015. The contractor originally proposed a fee of $50,000 but it was negotiated down to $40,000.00 as indicated in the attached change order #16 document.

Staff recommends approval of this item.

Let me know if you have any questions or require additional information.

Sincerely,

CHANGE ORDER

AIA DOCUMENT G701

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
FIELD	☐
OTHER	☐

PROJECT:	CHANGE ORDER NUMBER:	16
Pleasantview & 11th St. Drainage Improvements	DATE:	12/15/2021
Weslaco, TX	ENGINEER'S PROJECT NO.:	19-125
TO CONTRACTOR:	CONTRACT DATE:	9/11/2020
Rigney Construction, LLC	CONTRACT FOR:	Drainage Improvements
7011 N. Semeinary Rd.		
Edinburg, TX 78541		

The Contract is changed as follows:

Breaking 48" RCP Conflict Pipe by Hand that is Line with 60" Bore in Progress. $ 40,000.00
Includes demoliton, disposal of debris, concrete bed for pipe and backfilling
for over 125 LF across road, underground

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	$292,094
The (Contract Sum) prior to this Change order was	$3,143,656
The (Contract Sum) will be (increased)	
by this Change Order in the amount of	$ 40,000.00
The new (Contract Sum) including this Change order will be	$3,183,656

The Contract Time will be (changed) PENDING

The date of Substantial Completion as of the date of this Change Order therefore is NOVEMBER 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	Rigney Construction, LLC	City of Weslaco
ENGINEER	CONTRACTOR	OWNER
611 S. International Blvd.	7011 N. Seminary Rd.	255 S. Kansas Ave.
Address	Address	Address
Weslaco, TX 78596	Edinburg, TX 78541	Weslaco, TX 78596
BY P.E.	BY	BY
Jose Reyes, Jr. P.E.	John Rigney, President	
DATE 12/15/2021	DATE 12/15/2021	DATE

AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006

G701-1987

	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL
	Breaking 48" RCP Conflict Pipe by Hand that is in Line with 60" Bore in Progress.vvIncludes demolition, disposal of debris, concrete bed for pipe and backfilling over 125 LF across road underground	1	LS	$ 40,000.00	$ 40,000.00

Standardized Agenda Request Form

Date of Meeting: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4976

From:

Subject:
Discussion and consideration to award a bid for the fencing project at Mayor Pablo Pena Park to Hurricane Fence Company for the amount of $77,292 to be paid from the TWDB Drainage proceeds and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Background:
The City is building an RDF at Mayor Pablo Pena City Park and will begin construction in February. This work will take approximately 18 months and staff recommends placing a construction fence along the south side of the project.

Staff requested a base bid for a temporary construction fence of approximately 3,895 ft with 2 gates for 18 months.

Also, requested was an alternate bid for a permanent fence.

A sole bid was received from Hurricane Fence Company with the primary bid being $37,656 for a temporary fence or 48% of the cost of a permanent fence. The alternate permanent fence bid amount is $77,292.

Funding Source (budget code, if applicable)**:**
410-5404-550100 project #
Drainage Project Fund

Amount: $39,635.95 $37,656.45	Term of Impact: none none	Identified in Current Budget: yes yes

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
Albert Aldana	Approved
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:

Staff recommends awarding the alternate bid for a permanent fence in the amount of $77,292.40
Attachments, if any: Memo from Homer Rhodes re bid opening, 2021-22-04 RFB TEMPORARY FENCE (2) - submitted hurricane fence, Temp Fence Map
Responsibilities upon Approval:

From: Homer Rhodes
To: Omar Rodriguez
Cc: Andrew Muñoz; Vidal Roman; Sonia Flores; Rosalinda Cavazos; Federico Reyes
Subject: Bid Opening for Temporary Fencing RFB No.: 2021-22-04 / Hurricane Fence Company - Sole Respondent
Date: Wednesday, December 1, 2021 10:17:09 AM
Attachments: image001.png
ATT00001.htm
2021-22-04 RFB TEMPORARY FENCE (2) - completed hurricane fence (2).pdf

---

Omar,

One sole bid was received electronically through BIDNET as follows from Hurricane Fence Company:

PRIMARY BID – TEMPORARY CONSTRUCTION FENCING

Quantity	Item	Unit	Bid Price	Extended
3,895 lft	6' Temporary Const.Fence w/in-ground post	lft	4.91	19,124.45
2	16' Double Swing Gate	each	500.00	1,000.00
18 month	Rental Rate	month	974.00	17,532.00

TOTAL PRIMARY BID AMOUNT: $ 37,656.45

ALTERNATE BID – PERMANENT CONSTRUCTION FENCING

Quantity	Item	Unit	Bid Price	Extended
2,915 lft	4' Permanent Chain-link Fence Linear Foot	lft	22.96	66,928.40
8	4' Single Swing Gate	each	890.00	7,120.00
2	16' Double Swing Gate	each	1,622.00	3,244.00

TOTAL ALTERNATE BID PERMANENT AMOUNT: $ 77,292.40

Thanks!

Homer Rhodes
Purchasing Agent – Finance Department
956.447.2240

CITY OF WESLACO

Invitation to Bid
TEMPORARY FENCING
RFB No.: 2021-22-04

Electronic submission of bids addressed to Homer Rhodes, will be accepted via "BIDNET" (link provided in RFB document). RFB deadline **10:00 A.M.** on **December 1, 2021**, at which time they will be opened and read aloud via Zoom meeting (Zoom link provided in RFB document).

Potential Bidders/Respondents are advised that the bid documents can be downloaded from the City of Weslaco bid stream web page address: https://www.bidnetdirect.com/texas/cityofweslaco or by calling 956.447-2240. **Be advised that BIDNET portal/website is the primary source of all bid documents. Obtaining bid information from a third-party planning room may lead to incomplete submissions. BIDNET portal/website must be monitored regularly for addendums and/or bid notices. Bidders are responsible for obtaining all the necessary information required for a compliant bid.** If your company is contemplating on bidding this project you must submit a vendor's notice of intent to bid form to the Purchasing Office.

A non-mandatory Zoom pre-bid conference will be conducted by the city on November 18, 2021 at 10:00 AM. (Zoom link provided in RFB document) followed by a site visit / walk through at 11:00 AM.

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best value and most advantageous (as allowed in Local Government Code 252.043) to the City and to hold bids for a period of forty-five (45) days without taking action, for the purpose of reviewing the bids and investigation of bidders' qualifications prior to bid award. Bids submitted past the aforementioned date and time will not be accepted.

City of Weslaco
/s/ Homer Rhodes,
Purchasing Office
hrhodes@weslacotx.gov

NOTICE OF INTENT TO SUBMIT A BID FORM

If you intend to submit an Electronic Bid for Temporary Fencing - RFB No.: 2021-22-04 with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and emailing this form to the Homer Rhodes prior to December 1, 2021
Addendums will be posted on BIDNET portal.

Homer Rhodes
City of Weslaco
Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240
hrhodes@weslacotx.gov

Name: Roy Garrison III
(print / contact person)

Signature: Roy E Garrison III

Title: Pres./ Mgr.

Company/Agency: Hurfco Industries, Inc. dba Hurricane Fence Co.

Mailing Address: 3440 Spur 54

City/State/Zip: Harlingen, Texas 78552

Phone: 956-423-8364

Fax:

Email Address: roy3@hurricanefencetx.com

Proposal No.: 2021-22-04

RFB Timeline for ZOOM Meetings

There will be two zoom meetings, the links are provided below.

A. ZOOM MEETINGS:

1. Homer Rhodes is inviting you to a scheduled Zoom meeting.

Topic: PRE-BID MEETING TEMPORARY FENCING RFB NO.: 2021-22-04
Time: Nov 18, 2021 10:00 AM Central Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/82596106682?pwd=eEdzcUtmU1ZEdGQ5SmE3UERrV2ZaZz09

Meeting ID: 825 9610 6682
Passcode: 776939
877 853 5247 US Toll-free

2. Homer Rhodes is inviting you to a scheduled Zoom meeting.

Topic: BID OPENING TEMPORARY FENCING RFB NO.: 2021-22-04
Time: Dec 1, 2021 10:00 AM Central Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/87220371712?pwd=WXhjcVBRcmV3eFQrejNyemhxYXU1UT09
Meeting ID: 872 2037 1712
Passcode: 837267

877 853 5247 US Toll-free

Chain Link Fence

1. DESCRIPTION

Furnish, install, chain link fence and gates.

Fence is 4 feet in height; approximately 2,915 linear feet

8 – 4' wide single swing gates

2 – 16' wide double swing gates

Furnish, install, temporary chain link fence with in ground posts for approximately eighteen (18) months.

2. MATERIALS

Furnish certification from the chain link fence materials manufacturer stating that all fencing materials comply with the requirements of this Item before installation of the fence. Use only new materials.

2.1. **General**. Furnish materials in accordance with the following:

- Item 421, "Hydraulic Cement Concrete," Class B
- Item 445, "Galvanizing"

2.2. **Wire Fabric**. Provide wire fabric with:

- 9 gauge (0.148 in. diameter) steel wire with a minimum breaking strength of 1,290 lb. meeting ASTM A392 Class I or ASTM A491;
- mesh size of 2 in. ±1/8 in. between parallel wires with at least 7 meshes in a vertical dimension of 23 in. along the diagonals of the openings; and
- knuckled selvages at the top and bottom edge of the fabric, unless otherwise shown on the plans.

2.3. **Posts**. Provide posts of the size and weight shown on the plans. Do not provide rerolled or open-seam posts. Use material for all posts meeting ASTM F1043 Group 1A Regular Grade or Group 1C High Strength.

2.4. **Post Caps**. Provide malleable iron post caps designed to exclude all moisture. Furnish barbed wire support arms integral with the post caps if barbed wire is shown on the plans. Furnish post caps with an opening for the top rail if top rail is shown on the plans. Post caps must have a 2-in. skirt.

2.5. **Gates**. Provide gates fabricated from round sections of pipe of the size and weight shown on the plans. Use material for all gate pipes meeting ASTM F1043 Group 1A Regular Grade or Group 1C High Strength. For each gate, include:

- corner and tee fittings of malleable iron or pressed steel with means for attaching diagonal bracing members;
- hinges of malleable iron allowing a full 180° swing, easily operated by one person;
- ball-and-socket-type bottom hinges that do not twist or turn from the action of the gate and prevent the closed gate from being lifted off the hinges;
- a positive stop that prevents any portion of the gate from swinging over an adjacent traffic lane;
- malleable iron pulley systems for roll type gate (only when required);
- diagonal braces consisting of 3/8-in. diameter cable with turnbuckles, 2 to each gate frame, and, for vehicle gates, a vertical pipe brace of the size and weight shown on the plans at the center of each gate leaf;
- latches of malleable iron or steel for single gates with a single-fork latch and padlock eye that will keep the gate closed;
- 2 fork latches mounted on a center plunger rod with a padlock eye for double-leaf gates;
- holdbacks for each leaf of vehicular gates, with a semi-automatic holdback catch anchored at least 12 in. into a 12-in. diameter by 24-in. deep concrete footing; and

- a malleable iron center rest, designed to receive the plunger rod anchored as shown on the plans for all double-leaf gates.

2.6. **Top Rail**. Use material meeting ASTM F1043 Group 1A or 1C for all top rail pipes. Provide 1.660 in. OD top rail manufactured from Group 1A standard weight (Schedule 40) steel pipe weighing 2.27 lb. per foot or from Group 1C high-strength pipe weighing 1.84 lb. per foot when shown on the plans. Provide pipe in sections at least 18 ft. long joined with outside steel sleeve couplings at least 6 in. long with a minimum wall thickness of 0.70 in. Use couplings designed to allow for expansion of the top rail.

2.7. **Tension Wire**. Use 7 gauge (0.177-in.) carbon steel wire with a minimum breaking strength of 1,950 lb. for the bottom edge of all fence fabric, and for the top edge of fence fabric when a top rail is not specified.

2.8. **Truss Bracing**. Provide truss bracing as shown on the plans.

2.9. **Cables**. Provide 7-wire strand cables manufactured of galvanized annealed steel at least 3/8 in. in diameter.

2.10. **Stretcher Bars**. Provide stretcher bars made of flat steel at least 3/16 × 3/4 in. and not more than 2 in. shorter than the fabric height. Provide one stretcher bar for each gate and end post and 2 stretcher bars for each corner and pull post.

2.11. **Grounds**. Provide copper-clad steel rods 8 ft. long with a minimum diameter of 5/8 in., or other UL-listed ground rods.

2.12. **Miscellaneous Fittings and Fasteners**. Furnish enough fittings and fasteners to erect all fencing materials in a proper manner. Furnish fittings for posts from pressed or rolled steel, forged steel, malleable iron or wrought iron of good commercial quality spaced as shown on the plans.

2.13. **Coatings**. Hot-dip galvanize all materials unless specified otherwise in this Item or on the plans. Fabric, tension wire, and barbed wire may be aluminum-coated or alloy-coated if approved. Additionally coat all material except bolts, nuts, washers, and pipe material with thermally fused polyvinyl chloride (PVC) in accordance with ASTM F668, Class 2b, meeting the specified color when shown on the plans.

2.15.1. **Fabric**.

2.15.1.1. **Galvanizing**. Hot-dip galvanize in accordance with ASTM A392, Class I.

2.15.1.2. **Aluminum Coating**. Aluminum-coat in accordance with ASTM A491.

2.15.1.3. **Alloy Coating**. Coat with zinc-5% aluminum-mischmetal alloy (Zn-5A1-MM) in accordance with ASTM F1345, Class I.

2.15.2. **Posts, Braces, and Gates**.

2.15.2.1. **Standard Weight (Schedule 40) Pipe**. Hot-dip galvanize inside and outside according to ASTM F1043 (1.8 oz./sq. ft. galvanized zinc weight).

2.15.2.2. **High Strength Pipe**. Hot-dip galvanize before or after forming pipe according to ASTM F1043 Group 1C and as follows:

- Outside—minimum 0.9 oz./sq. ft. galvanized zinc weight with a verifiable polymer overcoat.

- Inside—minimum 0.9 oz./sq. ft. galvanized zinc weight before forming, or minimum 0.3 mils zinc-based coating after forming containing a minimum 90% zinc dust, by weight.

2.15.3. **Fittings, Bolts, and Other Miscellaneous Hardware**. Galvanize all fittings, bolts, and miscellaneous hardware in conformance with Item 445, "Galvanizing."

2.15.4. **Tension Wire**. Zinc-coat tension wire with a minimum coating of 0.80 oz./sq. ft. or aluminum-coat with a minimum coating of 0.30 oz./sq. ft.

2.15.5. **Pull Cable**. Zinc-coat pull cable with a minimum coating of 0.80 oz./sq. ft. of individual-wire surface when tested in conformance with ASTM A116.

3. CONSTRUCTION

Erect the chain link fence to the lines and grades established on the plans. Overall height of the fence when erected is the height above the grade shown.

3.1. **Clearing and Grading**. Clear all brush, rocks, and debris necessary for the installation of this fencing.

Stake the locations for corner posts and terminal posts unless otherwise shown on the plans. Follow the finished ground elevations for fencing panels between corner and terminal posts. Level off minor irregularities in the path of the fencing.

3.2. **Erection of Posts**. Install posts as shown on the plans. Plumb and permanently position posts with anchorages firmly set before fabric is placed. Brace corner and pull posts as shown on the plans.

3.2.1. **Post Spacing**. Space posts as shown in Table 1.

Table 1
Post Spacing and Placement

Post Type	Required Spacing or Placement
Line posts	no more than 10 ft. apart
Pull posts	no more than 500 ft. apart and at each change in direction exceeding 20° vertically
Corner posts	at each horizontal angle point

Install cables on all terminal posts and extend to adjacent posts. Install cables on each side of corner and pull posts with a 3/8-in. drop-forged eye-and-eye or eye-and-clevis turnbuckle unless otherwise shown on the plans.

3.2.2. **Postholes**. Drill holes for concrete footings for all posts to provide footings of the dimensions shown on the plans.

Penetrate solid rock by at least 12 in. (18 in. for end, corner, gate, and pull posts) or to plan depth where the rock is encountered before reaching plan depth. Drill holes in the solid rock with a diameter at least 1 in. greater than the outside diameter of the post.

Fill the hole in the solid rock with grout consisting of 1 part hydraulic cement and 3 parts clean, well-graded sand after the posts are set and plumbed. If desired, other grouting materials may be used only if approved. Thoroughly work the grout into the hole, leaving no voids. Construct concrete footings from the solid rock to the top of the ground.

3.2.3. **Gate Posts**. Align the tops of all gate frames with the fencing top tension wire or top rail. Provide vehicular gates that are greater in overall height than the adjacent fencing by the height necessary to extend to within 2 in. of the pavement between the curbs if curbs are shown on the plans.

3.2.4. **Concrete Footings**. Center posts in their footings. Place concrete and compact by tamping or other approved methods. Machine mix all batches of concrete over 1/2 cu. yd. Hand mixing concrete is allowed on batches under 1/2 cu. yd.

Use forms for footings where the ground cannot be satisfactorily excavated to neat lines. Crown the concrete or grout (for solid rock) to carry water from the post. Keep the forms in place for at least 24 hr. Backfill the footing with moistened material as soon as each form is removed, and thoroughly tamp. Cover concrete with at least 4 in. of loose moist material, free of clods and gravel, immediately after placing concrete. No other curing is required.

Spread all excess excavated and loose material used for curing neatly and uniformly. Remove excess concrete and other construction debris from the site.

3.3. **Erection of Fabric**. Place the fabric with the cables drawn taut with the turnbuckles after all posts have been permanently positioned and anchorages firmly set. Secure one end and apply enough tension to the other end to remove all slack before making attachments. Cut the fabric and independently attach each span at all corner posts and pull posts unless otherwise shown on the plans.

Follow the finished contour of the site with the bottom edge of fabric located approximately 2 in. above the grade. Grade uneven areas so the maximum distance between the bottom of fabric and ground is 6 in. or less.

Fasten fabric at 12 in. intervals to the top and bottom tension wires between posts. Fasten the fabric in the same manner when top rail is shown on the plans. Fasten the fabric on gate frames to the top and bottom of the frame at 12 in. intervals. Use steel wire fabric ties of 9 gauge steel or larger. Fasten fabric to terminal posts by steel stretcher bars and stretcher bar bands fitted with carriage bolts and nuts of the size and spacing shown on the plans. Use stretcher bars to fasten end posts, pull posts, corner posts, and gateposts with stretcher bar bands at intervals of no more than 15 in. Attach stretcher bars to terminal posts with 1 × 1/8 in. flat steel bands with 3/8-in. carriage bolts at intervals up to 15 in.

3.4. **Electrical Grounds**. Provide at least one electrical ground for each 1,000 ft. of fence, located near the center of the run. Provide additional grounds directly under the point where power lines pass over the fence.

Vertically drive or drill in the grounding rod until the top of the rod is approximately 6 in. below the top of the ground. Connect a No. 6 solid copper conductor to the rod and to the fence by a UL-listed method so that each element of the fence is grounded.

3.5. **Repair of Coatings**. Repair damaged zinc coating in accordance with Section 445.3.5., “Repairs.”

4. MEASUREMENT

Chain link fence will be measured by the foot of fence installed, measured at the bottom of the fabric along the centerline of the fence from center to center of posts, excluding gates.

Gates will be measured as each gate installed.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Chain Link Fence (Install)” and “Gate (Install)” Clearing and grading for fencing and gates will not be paid for directly but is subsidiary to this Item.

5.1. **Chain Link Fence (Install)**. This price is full compensation for furnishing and installing fencing, except gates; cleaning, grading, and backfilling; removing and disposing of surplus material; and equipment, labor, tools, and incidentals.

5.2. **Gate (Install)**. This price is full compensation for installing gate and for providing materials, center anchorages, equipment, labor, tools, and incidentals.

6. UNIT PRICING

PRIMARY BID – TEMPORARY CONSTRUCTION FENCING

Quantity	Item	Unit	Bid Price	Extended
3,895 lft	6' Temporary Const.Fence w/in-ground post	lft	4.91	19,124.45
2	16' Double Swing Gate	each	500.00	1,000.00
18 month	Rental Rate	month	974.00	17,532.00

TOTAL PRIMARY BID AMOUNT: $ 37,656.45

ALTERNATE BID – PERMANENT CONSTRUCTION FENCING

Quantity	Item	Unit	Bid Price	Extended
2,915 lft	4' Permanent Chain-link Fence Linear Foot	lft	22.96	66,928.40
8	4' Single Swing Gate	each	890.00	7,120.00
2	16' Double Swing Gate	each	1,622.00	3,244.00

TOTAL ALTERNATE BID PERMANENT AMOUNT: $ 77,292.40

Hurricane Fence Company 3440 Spur 54 Harlingen,Texas 78552

Mayor Pablo Pena Park

300 North Airport Drive

Temp Fence Red = 2,915 ft
Temp Fence Yellow = 980 ft

Alternate 4ft chain link fence = 2,915 ft

Standardized Agenda Request Form

Date of Meeting: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4978

From:

Subject:
Discussion and consideration to award RFB 2021-22-06 Annual Grounds Maintenance Contract to South Texas Landscaping & Irrigation of Penitas, Texas in the amount of $37,165 for one year with an option to renew annually up to an additional 4 years and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Background:
Direction was given during the development of this year's budget to outsource ground maintenance at city buildings rather than have parks crews mow and trim. Thus allowing city staff to focus on maintaining the park grounds and sports facilities.
The City has nine facilities whose grounds are to be maintained by a contractor. This includes: mowing, trimming, pruning, landscape bed cultivation, litter/debris removal, herbicide application and control.

1. CITY HALL/UTRGV/EDC
2. FIRE STATION 1
3. FIRE STATION 2 - LIBRARY - FLAG PLAZA - BANK
4. FIRE STATION 3
5. POLICE STATION
6. SHOOT RANGE
7. AIRPORT TERMINAL
8. CUSTOMS & BORDER PROTECTION (AIRPORT)
9. ANIMAL SHELTER

Funding Source (budget code, if applicable)**:**
101-5404-533010
550-5520-522626
101-5202-522628
101-5511-522720

Amount: $40,000 $6,200 $5,000 $1,200	Term of Impact: none none none none	Identified in Current Budget: yes yes yes yes

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
REBEKAH DE LA FUENTE	Approved
Joel Rivera	New
VIDAL ROMAN	
ANDREW MUNOZ	
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends award of contract to South Texas Landscaping & Irrigation for one year.	
Attachments, if any: TABULATION 2021-22-06 GROUNDS MAINT Rev	
Responsibilities upon Approval:	

CITY OF WESLACO
GROUNDS MAINTENANCE CONTRACT

RFB NO.: 2021-22-06 BID OPENING HELD ON: 12/15/2021

	JC3 LAWN & LANDSCAPE 2001 N. BORDER AVE. WESLACO, TEXAS 210-419-6705 jc3lawn@gamil.com			OLYMPIA LANDSCAPE P.O. BOX 450347 LAREDO, TEXAS 956-712-8881 jmoreno@olympialandscape.c		SOUTH TEXAS LANDSCAPES 1802 NUGGET ST. PENITAS, TEXAS 956-862-0232 stxlandscapes@gmail.com		TLC TOTAL LAWN CARE 16398 EVANS RD. SELMA, TEXAS 800-796-8087 roy.deleon@tlclawncare.com	
ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	City Hall / UTRGV / EDC	43	$370.00	$ 15,910.00	$465.12	$ 20,000.16	$320.00	$ 13,760.00	$338.54	$ 14,557.22
2	Fire Station 1	43	$156.00	$ 6,708.00	$837.21	$ 36,000.03	$ 35.00	$ 1,505.00	$116.46	$ 5,007.78
3	Fire Station 2/Library/ Flag Plaza / Bank	43	$320.00	$ 13,760.00	$837.21	$ 36,000.03	$245.00	$ 10,535.00	$225.41	$ 9,692.63
4	Fire Station 3	43	$100.00	$ 4,300.00	$204.65	$ 8,799.95	$ 55.00	$ 2,365.00	$ 99.36	$ 4,272.48
5	Police Station	43	$181.00	$ 7,783.00	$458.14	$ 19,700.02	$ 50.00	$ 2,150.00	$141.32	$ 6,076.76
6	Shooting Range	26	$ 73.00	$ 1,898.00	$192.31	$ 5,000.06	$ 40.00	$ 1,040.00	$163.38	$ 4,247.88
7	Airport Terminal	43	$130.00	$ 5,590.00	$302.33	$ 13,000.19	$ 65.00	$ 2,795.00	$163.00	$ 7,009.00
8	Customs & Border Protection	43	$ 58.00	$ 2,494.00	$186.05	$ 8,000.15	$ 55.00	$ 2,365.00	$137.11	$ 5,895.73
9	Animal Shelter	26	$ 73.00	$ 1,898.00	$192.31	$ 5,000.06	$ 25.00	$ 650.00	$ 75.99	$ 1,975.74
	GRAND TOTAL ITEMS:			**$ 60,341.00**		**$ 151,500.65**		**$ 37,165.00**		**$ 58,735.22**
				JC3 LAWN & LANDSCAPE		OLYMPIA LANDSCAPE		SOUTH TEXAS LANDSCAPES		TLC TOTAL LAWN CARE

Tabulation created by: Homer Rhodes 12/15/2021

Standardized Agenda Request Form

Date of Meeting: January 4, 2022	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4968
From:	
Subject: Discussion and consideration on interviews of the top three Architectural firms and possible selection for the New Library/Library Renovation Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library Department.)	

Background:
This initiative continues the process of selecting Architects for our New Library/Library Renovation project. Upgrade of our facility is crucial to the continued success of library services in Weslaco. Currently, we are struggling to use our space efficiently due to a difficult footprint, we have no bathroom connected to our primary facility, and we average building maintenance costs above $15,000 yearly. That said the library is among the most popular in the region. The community of Weslaco clearly values its library and the upgrade would be invaluable to our community.

The following firms were ranked highest after evaluation of the Statement of Qualifications concluded in November. Library staff have no reservations with any of these applicants.
GOERO
Boultinghouse Simpson Gates
Komatsu Architecture
Library staff has continually been impressed by the project applicants and would vehemently support the selection of any of the 3 firms selected for interview. They all appear to have more than sufficient skill and experience to complete the task.

City administration notified applicants that the interview format would be an 8 minute presentation with a 5 minute question and answer session to follow. The timing of the format is up to your discretion. Please feel free to use sufficient time necessary to evaluate each applicant.

Contact library administration at abecho@weslacopl.us or 956.458.4983 for more information. We are happy to help. Below are some questions to consider for the Q&A portion of the interview. These are only suggestions. Feel free to use your own questions. Thank you for the time.

1. What is your approach to value engineering and small budgets?

2. How soon can you give rough cost estimates for each project option we are considering (new building, renovation, renovation and expansion)?
3. How would you plan on working around an open library? Have you had experience of other projects working on an expansion while the occupants of the building continued to work during the construction?

4. What actions would you take if a project is falling behind schedule?

5. How did you resolve unforeseen problems you faced in the past?

6. What can we expect to get regarding sqft and amenities within a new building, assuming a budget of $6.5 million?

7. Assuming the same budget, can we expect more or less from a renovation as opposed to a new building?

8. What is your knowledge of modern library trends and how do you plan to implement them in our facility if afforded the opportunity?

9. Name something specific about a library project that you took pride in accomplishing?

10. Our current facility has a big problem using our space efficiently. What would you do to overcome the difficulties we face due to our current footprint?

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:
NA

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

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

ARNOLDO BECHO	Created/Initiated
ARNOLDO BECHO	Approved
ANDREW MUNOZ	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Library staff would vehemently support the selection of any of the 3 firms selected for interview. They all appear to have more than sufficient skill and experience to complete the task.

Attachments, if any:
memo - Interview and consideration of firms for the New Library - Library Renovation Project, Question brainstorm for Q&A

Responsibilities upon Approval:
If an architect is selected, the library would work with city administration to negotiate a contract with the selected firm.

City of Weslaco

"The City on the Grow"

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

Andrew Muñoz, Interim City Manager

December 20, 2021

To: David Suarez, Mayor; Josh Pedraza, Mayor Pro-Tem; Gregory Kerr, Commissioner; Jose "J.P." Rodriguez, Commissioner; Adrian Farias, Commissioner; Letty Lopez, Commissioner; Leo Muñoz, Commissioner; Andrew Muñoz, City Manager
CC: Martin J. Mata, Vidal Roman, Kayla Pena, Maricarmen Garcia, Omar Rodriguez
Fr: Arnoldo Becho, Library Director
Re: Interview and consideration of firms for the New Library/Library Renovation Project.

This initiative continues the process of selecting Architects for our New Library/Library Renovation project. Upgrade of our facility is crucial to the continued success of library services in Weslaco. Currently, we are struggling to use our space efficiently due to a difficult footprint, we have no bathroom connected to our primary facility, and we average building maintenance costs above $15,000 yearly. That said the library is among the most popular in the region. The community of Weslaco clearly treasures its library, and the upgrade would be invaluable to our community.

The following firms were ranked highest after evaluation of the Statement of Qualifications concluded in November. Library staff have no reservations with any of these applicants.

- GOERO
- Boultinghouse Simpson Gates
- Komatsu Architecture

City administration notified applicants that the interview format would be an 8 minute presentation with a 5 minute question and answer session to follow. The timing of the format is up to your discretion. Please feel free to use sufficient time necessary to evaluate each applicant.

Library staff has continually been impressed by the project applicants and would vehemently support the selection of any of the 3 firms selected for interview. They all appear to have sufficient skill and experience to provide the community with an amazing library. Contact library administration at abecho@weslacopl.us or 956.458.4983 for more information. We are happy to help.

Thank you for the time,

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

Questions to consider for the Q&A portion of the interview. These are only suggestions. Feel free to use your own questions.

1. What is your approach to value engineering and small budgets?

2. How soon can you give rough cost estimates for each project option we are considering (new building, renovation, renovation and expansion)?

3. How would you plan on working around an open library? Have you had experience in other projects working on an expansion while the occupants of the building continued to work during the construction?

4. What actions would you take if a project is falling behind schedule?

5. How did you resolve unforeseen problems you faced in the past?

6. What can we expect to get regarding sqft and amenities within a new building, assuming a budget of $6.5 million?

7. Assuming the same budget, can we expect more or less from a renovation as opposed to a new building?

8. What is your knowledge of modern library trends and how do you plan to implement them in our facility if afforded the opportunity?

9. Name something specific about a library project that you took pride in accomplishing?

10. Our current facility has a big problem using our space efficiently. What would you do to overcome the difficulties we face due to our current footprint?