



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, FEBRUARY 15, 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, February 15, 2022 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral Recognition.
- E. Roll Call.

II. PUBLIC COMMENTS

The Public Comments portion of the meeting promotes a fair and open process for the governance of the City. This portion of the meeting is not intended to be an extended discussion or a debate and is limited to three minutes for each presenter. Due to the Texas Open Meetings Act, the Mayor and City Commissioners do not reply; they listen. Matters under litigation are not to be addressed and comments regarding specific City employees and elected officials may be prohibited.

The Public may comment on anything on the agenda, however if you comment on something not included on the agenda, the Commission cannot take any formal action until it is placed on an agenda and notice of the meeting is properly posted. Registration for Public Comments must be submitted to the City Secretary before the City Commission meeting is called to order. As the Mayor calls upon those who submitted a registration form with the City Secretary, please step to the podium and state your name and address before beginning your presentation.

III. PUBLIC HEARING

- A. To solicit input on behalf of Felix de la Cruz to rezone 105 W Adelita St. Also being Lot 8, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District.
- B. To solicit input on behalf of Felix de la Cruz to rezone 108 W. Adelita St. also being Lot 25, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District.
- C. To solicit input on behalf of Oscar Zarate to rezone 1719 W. Business 83 also being

7.092 acres out of Farm Tract 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District.

- D. To solicit input on behalf of Rosa Sanchez to rezone 4027 E Expressway 83. Also being lot 4, Dellinger Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to B-2 secondary and highway business district.

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 February 1, 2022.
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
- 1) Ordinance 2022-05 amending Ordinance 2019-41 the Master Fee Schedule for the City Secretary, Human Resources, Library and Fire/EMS departmental fees and authorizing the Mayor to execute any related documents. (First reading held February 1, 2022; staffed by Finance Department.) Attachment.
- C. Approval to submit an application to the Walmart Community Grant for an amount not to exceed \$5,000 with NO MATCH and NO RECURRING FEES required to be used for community events and Christmas Toy Drive and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- D. Approval to accept the VA-Victim of Crime Act Formula Grant Program #3814603 award in the amount of \$16,587.20 with NO MATCH REQUIRED AND NO RECURRING FEE REQUIRED and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- E. Approval to renew the Interlocal Agreement between the City of Weslaco and the City of Mercedes regarding participation in the Mid Valley Regional Communications Center and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- F. Approval to accept a donation from Lowe's Home Centers LLC, Store #WLX 2980 in the amount of \$1,730.08 worth of supplies, equipment and a storage shed with NO MATCH REQUIRED and NO RECURRING COSTS REQUIRED and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.

- G. Approval of a six-month extension for the Final Plat for Verona Subdivision– being a 20 acres out of Farm Tract 1038, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 1800 ft. North of mile 8 on FM 1015 and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.) Attachment.
- H. Approval of an Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment.
- I. Approval to authorize staff to solicit bids for street materials to include Hot Mix, Cold Mix and MC30 Oil and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.) Attachment.
- J. Approval to authorize staff to solicit Statement of Qualifications for engineering services (General Engineering Contract) for various city-wide projects and authorize the Mayor to execute any related documents. (Staffed by Interim City Manager.)
- K. Approval to authorize staff to solicit Statement of Qualifications for engineering services (General Engineering Contract) for the Weslaco Mid Valley Airport and authorize the Mayor to execute any related documents. (Staffed by Interim City Manager.)
- L. Approval on request from Aurora House Foundation for the following; 1)use Mayor Pablo Pena Park for the annual 80's Retro Glow Run 5k and 1 Mile event on February 26, 2022 from 5:30pm to 9:30pm; 2) assistance with traffic control on major intersections; and 3) waiver of any associated fees and authorize Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment.

V. APPOINTMENTS

- A. Discussion and consideration on Resolution 2022-18 for appointment of members to the Weslaco Recycling Task Force Committee for terms set to expire and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.

VI. OLD BUSINESS

- A. Discussion and consideration on the final Lease Agreement(s) with Weslaco Little League for the use of the Isaac Rodriguez Park Sports Fields and Harlon Block Sports Complex baseball/softball fields from February 1 - July 4, 2022 and with the Weslaco Softball/ Baseball League for the use of Mayor Pablo Pena City Park Softball Baseball Complex from February 1 - July 31, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.

VII. NEW BUSINESS

- A. Discussion and consideration on request from Habitat for Humanity to serve alcoholic beverages at the inaugural “Fiesta del Hogar” on May 5, 2022 at the Mayor Joe V. Sanchez Public Library and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.) Attachment.
- B. Discussion and consideration after public hearing on behalf of Felix de la Cruz on Ordinance 2022-06 to rezone 105 W Adelita St. Also being Lot 8, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-06. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- C. Discussion and consideration after public hearing on behalf of Felix de la Cruz on Ordinance 2022-07 to rezone 108 W Adelita St. Also being Lot 25, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-07. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- D. Discussion and consideration after public hearing on behalf of Oscar Zarate on Ordinance 2022-08 to rezone 1719 W Business 83. Also being 7.092 acres out of Farm Tract 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-08. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- E. Discussion and consideration after public hearing on behalf of Rosa Sanchez on Ordinance 2022-09 to rezone 4027 E Expressway 83. Also being lot 4, Dellinger Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to B-2 secondary and highway business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-09. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- F. Discussion and consideration to approve the Final Plat for Kingdom Estates Subdivision– being a 26.20 acre tract of land out of Farm Tracts 221, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately on the west side of Mile 6 ½ W, 757.92 Ft South of Mile 11 North and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- G. Discussion and consideration to approve the Final Plat for A&J Subdivision– being a 1.47 acres of land out of Farm Tracts 662, West and Adams Tracts, Weslaco,

Hidalgo County, Texas located approximately on the southeast corner of intersection of 6th Street and Westgate Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

- H. Discussion and consideration to send notice of contract termination to Perdue, Brandon, Fielder, Collins & Mott, LLP and authorize staff to solicit proposals for the collection of delinquent taxes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.) Attachment.
- I. Discussion and consideration regarding Waterline Access Agreements between the City of Weslaco and North Alamo Water Supply Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)
- J. Discussion and consideration on request from Weslaco Economic Development Corporation to solicit proposals for bank depository services for all funds and securities of the Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)
- K. Discussion and consideration to approve Resolution 2022-19 adopting the 2022 Work Plan and Budget for the thirty-fifth (35th) Urban County Program in the amount of \$300,037 and correcting the Work plan on the Water/Sewer Improvement projects to read Sinclair St from Witmer to Los Torritos instead of 2nd Street (Kansas to Bridge Avenue) and authorizing the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- L. Discussion and consideration to approve an Interlocal Agreement between the City of Weslaco and the City of Mercedes regarding the housing of prisoners in the City of Weslaco's municipal jail and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.) Attachment.
- M. Discussion and consideration to accept and award Barcom Technology Solutions as the vendor for Basic Maintenance of Internal Connections in response to the Library's Request for Proposal within the E-Rate Year 25 cycle, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.) Attachment.
- N. Discussion and consideration to rescind RFB 2021-22-06 Annual Grounds Maintenance Contract bid awarded to South Texas Landscaping & Irrigation and authorize staff to re-bid the project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment.
- O. Discussion and consideration on the request from Valley Nature Center for closure of Gibson Park parking lot for the Spring Feast event on Saturday, April 23, 2022,

for the day and waiver of any associated fees and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment.

P. Discussion and consideration to approve renewal of the Loss Control/Risk Management contract set to expire March 1, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed Human Resources) Attachment.

Q. Discussion and consideration to exercise one (1) year extension on the current fuel purchasing agreement from RFB NO: 2020-21-12 with PICO Propane and Fuels for FY2022-2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Public Works Department.) Attachment.

VIII. REPORTS

A. Report by Inframark concerning wastewater odors.

IX. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

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

B. Personnel - Discussion, evaluation and selection of a short list for interviews for the position of City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.

- 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.
- D. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.
- F. Legal Consultation - Consultation with City Attorney relating to 380 Agreement between City of Weslaco and SDI Weslaco Holdings, LLC. as authorized by section §551.071 of the Texas Government Code.
- G. Pending Litigation - Consultation with City Attorney regarding Cause No. CL-20-4540-G, Gloria Oliva vs. City of Weslaco as authorized by Section §551.071 of the Texas Government Code.
- H. Potential Litigation - Consultation with City Attorney regarding Tri-Gen Construction LLC and the City of Weslaco Airport and Hanger Infrastructure Improvements Project as authorized by Section §551.071 of the Texas Government Code.
- I. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project Dove as authorized by section §551.087 of the Texas Local Government Code.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

XI. 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 11th day of February 2022 on 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:



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2021-4711	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA ANDREW MUNOZ		Created	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Luis Rodriguez from First Baptist Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: PLEDGE - CURRENT as of February 02 2022			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

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: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5173
From:		
Subject: To solicit input on behalf of Felix de la Cruz to rezone 105 W Adelita St. Also being Lot 8, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District.		
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-2 Duplex and Apartment District Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on January 21, 2022.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Public Hearing		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on January 17, 2022.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of February 2, 2022		
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved New
City Manager Comments: Solicit public comments.		
Staff Recommendation: Staff recommends approval based on surrounding land use.		
Attachments, if any:		
Responsibilities upon Approval: Staff will advise the applicant		



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5175	
From:			
Subject: To solicit input on behalf of Oscar Zarate to rezone 1719 W. Business 83 also being 7.092 acres out of Farm Tract 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District.			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-2 Duplex and Apartment District Twelve (12) property owners within 200 feet of the applicant's property were notified by letter on January 21, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on January 17, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of February 2, 2022			
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved New	
City Manager Comments: Solicit public comments.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant			



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5176
From:		
Subject: To solicit input on behalf of Rosa Sanchez to rezone 4027 E Expressway 83. Also being lot 4, Dellinger Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to B-2 secondary and highway business district.		
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-2 secondary and highway business district. Ten (10) property owners within 200 feet of the applicant's property were notified by letter on January 21, 2022.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Public Hearing		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on January 17, 2022.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of February 2, 2022.		
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved New
City Manager Comments: Solicit public comments.		
Staff Recommendation: Staff recommends approval based on 2040 land use map.		
Attachments, if any:		
Responsibilities upon Approval: Staff will advise the applicant		



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2021-4716	
From:			
Subject: Approval of the Minutes of the Regular Meeting on February 1, 2022. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action of the regular meeting on February 1, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA ANDREW MUNOZ		Created	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: 22-02-01 minutes			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
FEBRUARY 1, 2022**

On Tuesday, February 1, 2022, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

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

ABSENT: None

STAFF PRESENT:	Andrew Muñoz	Interim City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez	City Attorney

Also present: Vidal Roman, Finance Director, Antonio "Tony" Lopez, Fire Chief, Omar Rodriguez, Parks & Recreation Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Joe Rivera, Police Chief, Martin Vela, IT Director, Arnold Becho, Library Director, Luz Galindo, HR Director, Rosa Badillo, Municipal Court, Albert Aldana, City Engineer, David Arce, Deputy Public Works Director, Pete Garcia, Public Works Director, Aida Vega, Deputy City Secretary and other staff members.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, January 28, 2022.

B. Invocation.

Father Francisco Solis, St. Joan of Arc Parish led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the "Pledge of Allegiance and Texas Flag."

D. Mayoral Recognition.

None.

E. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting perfect attendance and a quorum present.

II. PUBLIC COMMENTS

Sandra Stapleton Barrera introduced herself as Attorney and candidate for the Texas State Senate voicing federal monies for infrastructure would soon become available and local and state leaders need to be aggressive and work together in getting funds to all entities in the Lower Rio Grande Valley.

III. PUBLIC HEARING

A. To solicit public comments on the redistricting plan of the City's Single-Member and At-Large Commission Districts in which there will be four (4) single member districts and two (2) at large members and establish new district boundary lines based on the 2020 Census Data for the Weslaco City Commission.

Commissioner Kerr seconded by Commissioner Muñoz moved to open the public hearing at 5:39 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

No comments received.

Commissioner Kerr seconded by Mayor Pro Tem Pedraza moved to close the public hearing at 5:40 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 January 18, 2022 (Staffed by City Secretary Department.)

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

1) Approval on Ordinance 2022-01 to rezone 1402 W Mile 5 North Road also being 4.07 ac out of Farm Tract 795, West and Adams Tract, Weslaco, Hidalgo County, Texas from M-1 Mobile home subdivision to R-2 Duplex and Apartment district and authorize the Mayor to execute any related documents. (First reading held January 18, 2022; staffed by Planning & Code Enforcement Department.)

2) Approval on Ordinance 2022-02 to rezone 3631 S Westgate, also being 5.94 acre 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 January 18, 2022; staffed by Planning & Code Enforcement Department.)

3) Approval on Ordinance 2022-03 to rezone 1402 W Sugarcane Dr. also being 6.06 acres, out of the East 13.46 acres of Farm Tract 141, Block 161, West Tract Subdivision, Hidalgo County, Texas from R-2 Apartment & duplex district to R-4 Residential one family / narrow lot zoning and authorize the Mayor to execute any related documents. (First reading held January 18, 2022; staffed by Planning & Code Enforcement Department.)

4) Approval on Ordinance 2022-04 to rezone 505 S Oklahoma Ave. also being lot 16-OT lot 10-11, Canal Blks 38-38A, Weslaco Original Townsite, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held January 18, 2022; staffed by Planning & Code Enforcement Department.)

C. Approval to renew agreement with Valley Risk Consulting to assist with the city's RFP process for Health & Supplemental Insurances; and Workers' Compensation and Property & Casualty Insurance and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)

D. Approval on renewal of the interlocal Cooperation Agreement with the County of Hidalgo for Rural Emergency Services and authorize the Mayor to execute any related documents. (Staffed by Weslaco Fire-EMS Department.)

E. Approval to purchase five (5) Portable Ventilators from Zoll Medical Corporation at a cost not to exceed \$44,982 out of the EMS Capital Outlay FY21-22 funds and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)

F. Approval of an expenditure not to exceed \$2,000 of the Marion Booth Endowment Funds for the purchase of books, furniture, and supplies as approved by the Library Board. (Staffed by Library Department.)

G. Approval of Resolution 2022-04 authorizing submittal of an application to the FY2023 Rifle-Resistant Body Armor Grant Program for an amount not to exceed \$10,000 with NO MATCH and NO RECURRING COSTS for the purchase of rifle-resistant vests and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

H. Approval of Resolution 2022-05 authorizing submittal of an application to the FY2023 General Victim Assistance Grant Program for an amount not to exceed \$70,000 with NO MATCH and NO RECURRING COSTS for Crime Victim Coordinator salary, software and hardware purchase and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

I. Approval of Resolution 2022-06 authorizing staff to submit an application to the FY2023 Project Safe Neighborhoods Grant Program for an amount not to exceed \$70,000 with NO MATCH and NO RECURRING COSTS to pay for overtime and surveillance equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

J. Approval of Resolution 2022-07 authorizing staff to submit an application to the FY2023 Juvenile Justice and Truancy Prevention Grant Program for an amount not to exceed \$70,000 with NO MATCH and NO RECURRING COSTS to pay for the First Offender Coordinator's salary and purchase software and hardware needed and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

K. Approval of Resolution 2022-08 authorizing submittal of an application to the FY2023 Violence Against Women Justice and Training Grant Program for an amount not to exceed \$30,000 with a 30% MATCH and NO RECURRING COSTS required to pay for violence against women training related expenses and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

L. Approval of Resolution 2022-09 authorizing submittal of an application to the 2022 State Homeland Security Program - Competitive National Priority Areas Project (SHSP-NPA) grant for an amount not to exceed \$100,000 with NO MATCH and NO RECURRING COSTS required for the purchase enhancements to our cybersecurity and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

M. Approval of Resolution 2022-10 authorizing submittal of an application to the FY2023 Internet Crimes Against Children Grant Program for an amount not to exceed \$70,000 with NO MATCH or some RECURRING COSTS required for the purchase of Cellbrite software/hardware and pay for overtime and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

N. Approval of Resolution 2022-11 authorizing submittal of an application to the FY2023 Criminal Justice Grant Program for an amount not to exceed \$100,000 with NO MATCH and NO RECURRING COSTS required to pay for overtime, equipment and training in law enforcement and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

O. Approval of Resolution 2022-12 authorizing submittal of an application to the 2022 State Homeland Security Program - Regular projects (SHSP-R) for an amount not to exceed \$100,000 with NO MATCH and NO RECURRING COSTS required for the purchase of WebOEC software/hardware and phone applications and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

P. Approval of Resolution 2022-13 authorizing submittal of an application to the 2022 State Homeland Security Program - LETPA projects (SHSP-L) for an amount not to exceed \$100,000 with NO MATCH and NO RECURRING COSTS required for the purchase of drones and authorize the Mayor to execute any related documents. (Staffed by Police Department.) .

Q. Approval of Resolution 2022-14 authorizing submittal of an application to the FY2023 Local Border Security Program (LBSP) grant for an amount not to exceed \$150,000 with NO MATCH and NO RECURRING COSTS required for LBSP overtime and Intel sharing equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

R. Approval to authorize solicitation of sealed bids on P25 Trunking 700/800 Portable Radios, with programming and specific radio template and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

S. Approval of Resolution 2022-15 authorizing submittal of FY2022-23 Solid Waste Grant Application in the amount of \$25,000 for the City of Weslaco Solid Waste Division and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

T. Approval of Lease Agreement renewal with Weslaco Little League for the use of the Isaac Rodriguez Park Sports Fields and Harlon Block Sports Complex baseball/softball fields from February 1 - July 4, 2022 and authorize the Mayor to execute any related documents. (Staff by Parks & Recreation Department.)

U. Approval of Lease Agreement renewal with Weslaco Softball Baseball for the use of Mayor Pablo Pena City Park Softball Baseball Complex from February 1 - July 31, 2022 and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.)

V. Approval on amendments and extension from February 7, 2022, to March 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.)

Mayor Pro Tem Pedraza seconded by Commissioner Rodriguez moved to approve consent agenda A, B, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S and V withholding consent items C, T, and U as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Approval to renew agreement with Valley Risk Consulting to assist with the city's RFP process for Health & Supplemental Insurances; and Workers' Compensation and Property & Casualty Insurance and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)

Commissioner Farias abstained from vote and discussion and filed a conflict disclosure.

Mayor Pro Tem Pedraza, seconded by Commissioner Rodriguez moved to renew agreement with Valley Risk Consulting as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

T. Approval of Lease Agreement renewal with Weslaco Little League for the use of the Isaac Rodriguez Park Sports Fields and Harlon Block Sports Complex baseball/softball fields from February 1 - July 4, 2022 and authorize the Mayor to execute any related documents. (Staff by Parks & Recreation Department.)

Commissioner Kerr seconded my Commissioner Muñoz moved to approve.

Mayor Pro Tem Pedraza questioned if approved does the agreement give them exclusivity to the park noting complaints from the citizens is they are not allowed in certain area of the park and did not believe this was fair to the community and is a schedule on file that would help avoid the bickering and/or incidents that are occurring.

Commissioner Kerr stated as a past Board member of the Little League, police response was minimal and the lease agreements allow the exclusivity of the field when they are scheduled practices and games.

Mayor Suarez and Commissioner Farias voiced the concern is the leagues, to include soccer, are taking the position that the lease agreements allows them “ownership” of the field/park at their discretion and other complaints are restroom, barbeque pit area and concession area not available; the lease needs to address and be clear on these issues.

Juan E. Gonzalez, City Attorney, recommended if approved the motion include city attorney revise and include language on use of the parks not exclusive when there is no league games and scheduled practice time and will only be available according to a schedule and other common areas are open to the public.

Commissioner Farias questioned on the maintenance of fields and was this addressed in the agreement. Omar stated as determined by the City maintenance is limited to mowing and paint marking foul lines once a week and outlined in the agreement and felt the agreement as written does imply exclusivity.

Mayor Suarez stated the consensus was all lease agreements involving use of any city park be revised by the City Attorney to include clearer language of use of the park that is limited for scheduled games, scheduled practices, and common areas available to the public during league activities. Mayor Suarez noted this would include the request for Weslaco Softball Baseball the following agenda item.

The original motion carried contingent to the City Attorney amending all lease agreements as discussed and back for final approval. The motion carried unanimously; Mayor Suarez was present and voting.

U. Approval of Lease Agreement renewal with Weslaco Softball Baseball for the use of Mayor Pablo Pena City Park Softball Baseball Complex from February 1 - July 31, 2022 and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.)

Commissioner Kerr seconded by Commissioner Muñoz moved to approve contingent to the City Attorney amending all lease agreements as discussed in the prior agenda item. The motion carried unanimously Mayor Suarez was present and voting.

For the record following are the ordinance caption(s).

ORDINANCE NO. 2022-01

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 1402 W MILE 5 NORTH RD. ALSO BEING 4.07 AC OUT OF FARM TRACT 795, WEST AND ADAMS TRACT, WESLACO HIDALGO COUNTY, M-1 MOBILE HOME SUBDIVISION TO R-2 DUPLEX AND APARTMENT DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

ORDINANCE NO. 2022-02

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 3631 S WESTGATE. ALSO BEING 5.94 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:

ORDINANCE NO. 2022-03

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 1402 W SUGARCANE DR. ALSO BEING 6.06 ACRES, OUT OF THE EAST 13.46 ACRES OF FARM TRACT 141, BLOCK 161, WEST TRACT SUBDIVISION, WESLACO HIDALGO COUNTY, R-2 APARTMENT & DUPLEX DISTRICT TO R-4 RESIDENTIAL ONE FAMILY / NARROW LOT ZONING BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

ORDINANCE NO. 2022-04

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 505 S OKLAHOMA AVE. ALSO BEING LOT 16- OT LOT 10-11, CANAL BLKS 38-38-A, WESLACO ORIGINAL TOWNSITE, WESLACO HIDALGO COUNTY, R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

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 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. (There was no action on January 4 and 18, 2022; staffed by Planning & Code Enforcement Department.)

Andrew Muñoz, Interim City Manager, stated no action.

B. 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. (There was no action on January 4 and 18, 2022; staffed by Engineering Department.)

Albert Aldana, City Engineer, stated the request from the contractor was a change order in the amount of \$40,000; contractor encountered an abandoned RCP storm pipe that needs to be removed to continue with installation of a proposed 60" RCP at the FM 1015 crossing; work would entail removal by hand, debris removed and void created by removal of the pipe to backfilled with flowable concrete for a span of 125 LF; contractor originally proposed \$50,000 and staff negotiated \$40,000 and recommended approval.

In response to Commissioner Muñoz, staff stated most of the cost involved was labor, pipe was about 7 feet underground and looked to be an abandoned drainage pipe not known and would require manually breaking the RCP pipe.

In response to Mayor Suarez to date with this change order, the project is not over budget.

Mayor Pro Tem Pedraza seconded by Commissioner Rodriguez moved to approve change order #16 in the amount of \$40,000 for the Pleasantview & 11th Street Drainage Improvements Project. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve Change Order #2 for the Airport Corporate Hangar Project for an amount of \$135,994 and authorize the Mayor to execute any related documents. Possible action. (There was no action January 18, 2022; staffed by Airport Department.)

Commissioner Kerr seconded by Mayor Pro Tem Pedraza moved to approve.

The City Attorney stated as directed by the commission he reviewed the agreement in place with the contractor and the change order requested does not meet eligibility for payment under the Local Government Code, case law and statutes. He recommended to deny as it is not legally permissible and can be re-considered and assessed should the contractor pursue other avenues.

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

VI. NEW BUSINESS

A. Discussion and consideration after public hearing to approve Resolution 2022-16 adopting the map and data for a new single member Redistricting Plan defining (4) single-member and two (2) at-large commission districts and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)

Andrew Munoz stated the public hearing held earlier and the Resolution are required to adopt the new single member redistricting plan and the Consultant Rolando Rios will submit to the Department of Justice for clearance. Staff recommended approval.

Mayor Pro Tem Pedraza seconded by Commissioner Rodriguez moved to approve Resolution 2022-16 adopting the map and data for a new single member Redistricting Plan defining (4) single-member and two (2) at-large commission districts as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration on Ordinance 2022-05 amending Ordinance 2019-41 the Master Fee Schedule for the City Secretary, Human Resources, Library and Fire/EMS departmental fees and authorizing the Mayor to execute any related documents. First reading of Ordinance 2022-05. Possible action. (Staffed by Finance Department.)

Vidal Roman, Finance Director, recommended approval noting the City Secretary and Human Resources are omitting some fees; Library and Fire/EMS proposing increase in fees and the changes were discussed in the workshop.

Commissioner Muñoz questioned a fee for a working clearance inspection should be imposed at the time a permit is drawn for a project avoiding the customer needing to come back and pay for the inspection. Rebekah de la Fuente, Director of Planning and Code Enforcement, stated on the application an option is available for the electrician to select the type of fee to be imposed such as temporary working clearance, upgrade, new service and circuits; is not required automatically as the electrician must request it and they prefer to pull permit as new service; most electricians do this to avoid the account remaining in their name.

Commissioner Rodriguez seconded by Mayor Pro Tem Pedraza moved to approve Ordinance 2022-05 amending Ordinance 2019-41 the Master Fee Schedule for the City Secretary, Human Resources, Library and Fire/EMS departmental fees as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Presentation and consideration to accept and file the Quarterly Investment Report for the period ending December 31, 2021, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman presented the Quarterly Investment report ending December 31, 2021, stating local bank deposits accounted for 33% and Tex Pool investments accounted for 65% of the portfolio; interest earnings improving and will be moving funds from Tex Pool to the local banks as they are offering better interest rates. Staff recommended approval to accept and file.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to accept and file the Quarterly Investment Report for the period ending December 31, 2021, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Presentation and consideration to accept and file the Financials for the General, Water/Wastewater, Solid Waste and Airport Funds for the period ending December 31, 2021 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman reported the General Fund had a net surplus of \$1.8M maintaining 258 of working capital days attributed to property tax collections; pointed out sales tax are strong and not reported in this quarter; Water/Wastewater had a net surplus of \$2.1M and stated notes payable of debt (bonds) will be due and will still have a strong earning; Solid Waste doing well but the number of working capital days down yet anticipates positive numbers as the year progresses; lastly Airport funds showed a net surplus of \$9K and its working capital days is unrepresentative as a result of a

payable note incurred and expected to offset the negative with the sale of some property. Staff recommended to accept and file the financial reports.

Commissioner Kerr seconded by Mayor Pro Tem Pedraza moved to accept and file the Financials reports for the General, Water/Wastewater, Solid Waste and Airport Funds for the period ending December 31, 2021, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and review Employee Personnel Policies for the following: Employee Conduct, Direct Leave Donation, Requirements for Employment, Vacation Leave, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

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

Luz Galindo, Human Resources Director, presented a summary of amendments to the personnel policy that outlined the standing policy section and the proposed amendment.

Mayor Suarez was not ready to vote on personnel policy changes. Andrew Munoz stated this was only for review and discussion to come back for final approval.

Luz Galindo proceeded to summarize the amendments to include definition of insubordination of an employee; direct leave donation normal pregnancy and delivery not applicable to the donation program removing in its entirety; requirements for employment require two forms of ID for verification purpose; possess mental and physical ability to perform the duties of the job classification with or without reasonable accommodation would read must be able to perform the essential functions of the job with or without reasonable accommodations and vacation leave reads unused vacation leave employees hired after October 1, 2008 shall be refunded in full one hundred twenty hours amend to read refunded up to one hundred-twenty hours.

The City Attorney questioned the mental and physical ability job performance was the recommendation based on case law or directive from an agency. Ms. Galindo stated she relied on the ADA compliance standards.

Commissioner Rodriguez recommended for mental and physical to include in compliance with ADA.

Presentation only no action.

F. Discussion and consideration to approve change order #15 to the Pleasantview & 11th St Drainage Improvements Project which extends project completion by three months to March 31, 2022, and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.)

Albert Aldana stated the contractor had submitted this change order since December for an additional three-month time extension; unable to bring forth until now for approval; the request covers additional time resulting from weather delays as well as additional work not originally in the contract. Staff recommended approval that extends the contract completion date to March 31,

2022, noting the final remaining item for the project is the previously approved change order number 16 installation of the 60" reinforced concrete pipe at FM1015.

In response to Commissioner Muñoz, staff stated the commission originally approved a change order to allow construction to cease until after the hurricane period ending November 1 at the request by the contractor and staff considered this weather delays.

Commissioner Kerr seconded by Commissioner Lopez moved to approve change order #15 to the Pleasantview & 11th St. Drainage Improvements Project which extends project completion by three months as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. EXECUTIVE SESSION

At 6:25 p.m. Mayor Pro Tem Pedraza seconded by Commissioner Muñoz moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:12 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

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.

No action.

C. 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.

D. 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.

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

No action.

F. 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.

No action.

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

No action.

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

Commissioner Kerr abstained from discussion and vote.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve financial offer or other incentives for Project Good Times as discussed in executive session. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and voting.

IX. ADJOURNMENT

Commissioner Farias seconded by Mayor Pro Tem Pedraza moved to adjourn the meeting of February 1, 2022, at 7:12 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: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2021-4916	
From:			
Subject: Ordinance 2022-05 amending Ordinance 2019-41 the Master Fee Schedule for the City Secretary, Human Resources, Library and Fire/EMS departmental fees and authorizing the Mayor to execute any related documents. (First reading held February 1, 2022; staffed by Finance Department.)			
Background: Each year, the Finance department requests an update to the Master Fee Schedule to make certain that the city is able to cover the cost associated with the services rendered to our citizens. These changes will either call for an increase or decrease and even deletion of some charges. Attachment included.			
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):			
NORMA CANTU VIDAL ROMAN ANDREW MUNOZ		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Proposed Master Fee Schedule FY 2022, O2022-05 amend Master Fee schedule			
Responsibilities upon Approval: adopt ordinance and update code of ordinances book.			

CITY SECRETARY'S OFFICE	Old Fee Amount	New Fee Amount	Unit
Sound truck permit	\$25	\$25	for (3) three days
Parades and processions	\$50.00	\$50.00	
Premises license:			
First year	\$25.00	\$25.00	
Every year thereafter	\$20.00	\$20.00	
Notary public services:			
All notarial acts	\$6.00	\$6.00	
Certified copies	\$10.00	\$10.00	
Standard paper copy	\$0.10	\$0.10	per page
Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)	\$0.50	\$0.50	
Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)			actual cost
Diskette	\$3.00	\$3.00	
Magnetic tape			actual cost
Data cartridge			actual cost
Tape cartridge			actual cost
Rewritable DC (DC-RW)	\$1.00	\$1.00	
Non-rewritable DC (CD-R)	\$1.00	\$1.00	
Digital video disc (DVD)	\$3.00	\$3.00	
Jaz drive			actual cost
Other electronic media			actual cost
VHS video cassette	\$2.50	\$2.50	
Audio cassette	\$1.00	\$1.00	
Labor Charge			
For programming	\$28.50	\$28.50	per hour
For locating, compiling, and reproducing	\$15.00	\$15.00	per hour
Overhead charge	20% of labor charge	20% of labor charge	
Microfiche or microfilm charge:			
Paper copy	\$0.10	\$0.10	per page
Fiche or film copy			actual cost
Remote document retrieval charge			actual cost
Computer resource charge			
Mainframe	\$10.00	\$10.00	per CPU minute
Midsized	\$1.50	\$1.50	per CPU minute
Client/server system	\$2.20	\$2.20	per clock hour
PC or LAN	\$1.00	\$1.00	per clock hour
Miscellaneous supplies			actual cost
Postage and shipping charges			actual cost
Photographs			actual cost
Maps			actual cost
Other			actual cost
Outsourced/contracted services			actual cost

CITY SECRETARY'S OFFICE - Continue	Old Fee Amount	New Fee Amount	Unit
Vital statistics:			
Birth certificates:			
Wallet-sized certificate	\$ 23.00	\$ -	
Full-sized certified copy	\$23.00	\$23.00	
Pouches-Vital Records	\$ -	\$2.00	
Abstract Birth Certificate	\$23.00	\$23.00	
Death certificates:			
First copy	\$21.00	\$21.00	
Each additional copy of same certificate	\$4.00	\$4.00	
Plastic pouch for wallet-sized certificates	\$1.00	\$0.00	
Plastic pouch for full-sized certificates	\$2.00	\$2.00	
Searching fee for birth record	\$23.00	\$23.00	
Searching fee for death record	\$21.00	\$21.00	
Burial Transit Permit - Outside City Hall hours	\$25.00	\$25.00	
Burial Transit Permit - tardiness penalty	\$25.00	\$25.00	per additional half hour waiting
Map fees:			
Black and White 11 × 17	\$5.00	\$5.00	
Black and White 17 × 24	\$7.00	\$7.00	
Black and White 24 × 36	\$10.00	\$10.00	
Black and White 28 × 40	\$12.00	\$12.00	
Black and White 36 × 48	\$15.00	\$15.00	
Color 8½ × 11	\$4.00	\$4.00	
Color 11 × 17	\$10.00	\$10.00	
Color 17 × 24	\$12.00	\$12.00	
Color 24 × 36	\$14.00	\$14.00	
Color 28 × 40	\$16.00	\$16.00	
Color 36 × 48	\$20.00	\$20.00	
Street use:			
Permit			
Plus \$20.00 per office, per hour (minimum two hours)	\$25.00	\$25.00	
Street closure:			
Permit	\$50.00	\$50.00	
Barricade deposit	\$100.00	\$100.00	
Game permit:			
Coin-operated machine permit, per machine, per year	\$15.00	\$15.00	
Premises license, yearly	\$50.00	\$50.00	

FINANCE	Old Fee Amount	New Fee Amount	Unit
Returned check fee (Applies to all departments)	\$35.00	\$35.00	
Check Reissuance Fee (includes stop payment charges)	\$20.00	\$20.00	

UTILITY BILLING	Old Fee Amount	New Fee Amount	Unit
Reconnection Fee	\$15.00	\$15.00	
Meter Tested	1 free/year; \$10.00 each thereafter	1 free/year; \$10.00 each thereafter	
Re-read	\$10.00	\$10.00	3rd request
Profile	\$0.10	\$0.10	per page
After Hours	\$10.00	\$10.00	

INFORMATION TECHNOLOGY	Old Fee Amount	New Fee Amount	Unit
Badge Replacement	\$7.00	\$7.00	

HUMAN RESOURCES	Old Fee Amount	New Fee Amount	Unit
Safety and Accident Prevention Manual (Lost/Stolen/Damage)	\$20.00	\$0.00	

MUNICIPAL COURT (Judicial Record):	Old Fee Amount	New Fee Amount	Unit
Warrant service fee	\$50.00	\$50.00	
Standard paper copy	\$0.10	\$0.10	per page
Diskette	\$1.00	\$1.00	
Magnetic tape			actual cost
Data cartridge			actual cost
Tape cartridge			actual cost
Rewritable DC (DC-RW)	\$1.00	\$1.00	
Non-rewritable DC (CD-R)	\$1.00	\$1.00	
Digital video disc (DVD)	\$3.00	\$3.00	
Jaz drive			actual cost
Other electronic media			actual cost
VHS video cassette	\$2.50	\$2.50	
Audio cassette	\$1.00	\$1.00	
Oversize paper copy (not on specialty paper such as mylar, blueprint, blueline, map or photograph)	\$0.50	\$0.50	
Specialty paper			actual cost
Labor Charge			
For programming	\$28.50	\$28.50	per hour
For locating, compiling, and reproducing	\$15.00	\$15.00	per hour
Overhead charge	20% of labor charge	20% of labor charge	
Certified copy	\$2.00	\$2.00	first page
Non-certified copy	\$1.00	\$1.00	first page
each additional page (certified/non-certified)	\$0.25	\$0.25	

FIRE/EMS	Old Fee Amount	New Fee Amount	Unit
Annual ambulance permit fee	\$ 350.00	\$375.00	per company
per inspection	\$25.00	\$25.00	per inspection
ALS1	\$850.00	\$850.00	
ALS2	\$1,050.00	\$1,050.00	
Mileage (per mile)	\$12.00	\$12.00	
ALS3	\$0.00	\$0.00	
ALS4	\$850.00	\$850.00	
BLS1	\$650.00	\$650.00	
BLS2	\$650.00	\$650.00	
EXT1	\$150.00	\$150.00	
EXT2	\$150.00	\$150.00	
EXT3	\$150.00	\$150.00	
EXTU	\$150.00	\$150.00	
MONI	\$150.00	\$150.00	
NOTR	\$30.00	\$75.00	No transport
WAIT	EMS \$50.00 ½ hour Fire Engine \$150.00 per ½ hour	EMS \$75.00 ½ hour Fire Engine \$150.00 per ½ hour	
Haz-mat response:			
Base rate per incident	\$ 1,500	\$ 1,500	base rate
Equipment replacement cost	20 percent plus	20 percent plus	
Per each firefighter	\$100.00	\$100.00	plus/per firefighter
Fire prevention:			
Adult day care center, annual/facility	\$75.00	\$100.00	
Child day care center, annual/facility	\$75.00	\$100.00	
Annual health care/nursing home/hospital inspection	\$150.00	\$200.00	
Plan reviews/inspections after normal working hours, per hour, two-hour minimum	\$37.50	\$50.00	
Control burning permit	\$75.00	\$100.00	per incident
Underground/aboveground storage tank inspection:			
Acceptance test 10,000 gallons or less, per tank	\$75.00	\$100.00	
More than 10,000 gallons, per tank	\$112.50	\$150.00	
Aboveground flammable liquid tank permit:			
Temporary A, 90 days	\$75.00	\$100.00	
Temporary B, 180 days	\$112.50	\$150.00	
Temporary C, 1 year	\$187.50	\$200.00	
Automatic hood fire extinguisher test	\$75.00	\$100.00	
New sprinkler system plan review:			
1—200 heads	\$150.00	\$200.00	
201 or more, per head	\$0.75	\$1.00	
over 3,000 heads, maximum	\$2,250.00	\$2,250.00	
Hydrostatic test on underground/aboveground for sprinkler system, per hour, two-hour minimum	\$75.00	\$100.00	
Fire alarm system test	\$75.00	\$100.00	
Fire alarm modify, per device	\$7.50	\$10.00	
False alarm (after second call/monthly base):			
Commercial	\$ 225.00	\$300.00	
Residential	\$75.00	\$75.00	
Bonfires	\$300.00	\$300.00	
Fireworks displays	\$300.00	\$300.00	

LIBRARY	Old Fee Amount	New Fee Amount	Unit
Late or Lost fees:			
Adult books	\$0.10 per day (\$7 maximum per item)	\$0.10	per day (\$3 maximum per item)
Children's books	\$0.10 per day (\$7 maximum per item)	\$0.10	per day (\$3 maximum per item)
Videos/DVD's	\$1.00 per day (\$7 maximum per item)	\$1.00	per day (\$3 maximum per item)
Cassettes/CD's	\$0.25 per day (\$7 maximum per item)	\$0.25	per day (\$3 maximum per item)
Audio books	\$0.25 per day (\$7 maximum per item)	\$0.25	per day (\$3 maximum per item)
Computer or Tablet	\$1.00 per hour (\$20 maximum per item)	\$4.00	per day (\$20 maximum per item)
Hotspot or any other equipment not specified herein	\$4.00	\$4.00	(\$20 maximum per item)
Lost or stolen tablet/computer/other piece of equipment	\$300 maximum fee, not to exceed original cost of the item	\$300 maximum fee, not to exceed original cost of the item	
Hotspot Replacement fee	\$70.00	\$40.00	
Lost card replacement—First time	\$2.00	Free	
Lost card replacement—Second time	\$3.00	\$3.00	
Lost card replacement—Third time and after	\$5.00	\$5.00	
Maximum fine per item	Cost of item plus \$15.00 processing	Cost of item plus \$15.00 processing	
Interlibrary loan fee—Print (\$15.00 maximum)	\$0.25	\$0.25	per day
Interlibrary loan fee—DVD and Other (\$15.00 maximum)	\$1.00	\$1.00	per day
Lost ILL book or item	Lending library costs plus \$20.00 processing	Lending library costs plus \$20.00 processing	
Black and white printing	\$0.10	\$0.10	per page
Color printing	\$0.50	\$0.50	per page
Black and white copying	\$0.10	\$0.10	per page
Color copying	\$0.50	\$0.50	per page
Document scanning	\$0.25	\$0.10	per page
Local document faxing	\$1.00	\$1.00	per page
Long distance document faxing	\$1.00	\$1.00	per page
3D printing	\$0.10	\$0.10	per gram
3D printing late fee	\$1.00 late fee. Item will become property of the Library if not picked up within 14 days.	\$1.00 late fee. Item will become property of the Library if not picked up within 14 days.	
Damage fees:			
General Collection Adult Books and A/V Material	Cost of item plus \$15.00 processing		
Special Collection Adult Books and A/V Material	Cost of item plus \$25.00 processing		
Inter Library Loan Materials	Lending library costs plus \$20.00 processing		
Damaged Tablet	Dependent on damage; \$300 maximum fee		
Damage to Laptops	Dependent on damage; \$300 maximum fee		
Damage to any Equipment not mentioned here in	Dependent on damage; \$200 maximum fee		
Damage to Hotspot	Dependent on damage; \$70 maximum fee		
Auditorium and meeting room rental fees for the Mayor Eugene A. Braught Memorial Theater:			
Auditorium	\$200.00	\$200.00	
Auditorium Half Day	\$100.00	\$100.00	
Auditorium after hours use	\$300.00	\$300.00	
Meeting room	\$100.00	\$100.00	
Meeting Room Half Day	\$25.00	\$25.00	
Meeting room after hours use	\$200.00	\$200.00	
Auditorium/meeting room late cancellation fee	\$50.00	\$50.00	
Auditorium or meeting room deposit for damage and overtime (refundable)	\$100.00	\$100.00	

PARKS & RECREATION		Current Fees	
<i>Weslaco Service Center:</i>		<i>Resident</i>	<i>Non-resident</i>
(Monday—Thursday)		\$200.00	\$250.00
(Friday)		\$500.00	\$600.00
(Saturday or Sunday)		\$600.00	\$650.00
(Sunday partial day 12pm-3pm, 4pm-7pm)		\$200.00	\$250.00
<i>Weslaco Swimming Pool rentals:</i>		<i>Resident</i>	<i>Non-resident</i>
Rental of two hours		\$225.00	\$250.00
Rental of three hours		\$275.00	\$300.00
Over 50 people: one extra life quart for every 25 people		\$10.00 per hr.	\$10.00 per hr.
<i>Pool classes: Gus and Goldie:</i>		<i>Resident</i>	<i>Non-resident</i>
Registration of first child		\$25.00	\$30.00
Registration of second child		\$20.00	\$25.00
Family Night/Daily Pool Entrance		\$20.00	\$25.00
<i>Weslaco parks rentals:</i>		<i>Resident</i>	<i>Non-resident</i>
Pavilions with electricity		\$50.00	\$65.00
Shelters without electricity		\$30.00	\$35.00
Picnic areas no shelter/electricity		\$20.00	\$30.00
Athletic fields without lights		\$75.00	\$90.00
Athletic field with lights		\$100.00	\$135.00
Concession stand		\$60.00	\$75.00
Baseball/Softball field marking per field		\$15.00	\$20.00
Soccer/Football fields w/lights (practice only) 2 hours		\$35.00	\$45.00
Softball/Baseball w/lights (practice only) 2 hours		\$25.00	\$40.00
Soccer/Football fields no lights (practice only) 2 hours		\$20.00	\$40.00
Soccer/Football fields no lights for games		\$150.00	\$200.00
Soccer Field Rental Marking fee per field		\$100.00	\$150.00
Football Field Rental Marking fee per field		\$150.00	\$200.00
Open Space at Pablo G. Peña Park		\$100.00	\$150.00
Open Space at Isaac Rodriguez Park		\$100.00	\$150.00
Open Space at Harlon Block Park		\$100.00	\$150.00
Host 5k at Harlon Block Park		\$100.00	\$150.00
<i>Cemetery:</i>		<i>Resident</i>	<i>Nonresident</i>
Plots		\$1,000.00	\$1,500.00
Recording fees		\$95.00	\$95.00
Opening/closing (8:00 a.m.—3:00 p.m.)		\$400.00	\$500.00
(after 4:00 p.m. on weekends)		\$600.00	\$700.00
(holidays)		\$600.00	\$700.00
Headstone—Single		\$40.00	\$60.00
Headstone—Double		\$60.00	\$80.00
Cremation		\$200.00	\$250.00

PLANNING & ZONING	Old Fee Amount	New Fee Amount	Unit
Processing Fee (tech) for Building Permits, Planning Applications & Health Permits	\$5.00	\$5.00	
Taxicab application each driver	\$25.00	\$25.00	
1st Taxicab license	\$100.00	\$100.00	
Each additional taxicab License	\$50.00	\$50.00	
Subdivision platting	\$350.00 + (2%) two percent inspection fee, (3%) three percent material testing	\$350.00 + (2%) two percent inspection fee, (3%) three percent material testing	
Subdivision review	\$50.00	\$50.00	
Park Fees	\$400.00	\$400.00	per residential lot
	\$250.00	\$250.00	per apartment unit
Subdivision variance fee	\$50.00	\$50.00	per variance
Conditional use permit	\$300.00	\$300.00	
Rezoning	\$300.00	\$300.00	
Board of adjustments	\$250	\$250	Plus \$20.00 for each additional variance
Code Enforcement:			
Cleaning of vacant lots	\$0.0125	\$0.0125	per square foot
Tree trimming	\$50.00	\$50.00	per home
Building permit fee schedule:			
Facility Inspection	\$25.00	\$25.00	
Commercial construction fees based on Total Valuation:			
\$1000.00 and less	\$ 15.00	\$ 25.00	
\$1001.00 to \$50,000.00	\$15.00 for the first \$1,000.00 plus \$5.00 for each additional thousand of fraction thereof, to and including \$50,000.00		
\$50,001.00 to \$100,000.00	\$260.00 for the first \$50,000.00 plus \$4.00 for each additional thousand of fraction thereof, to and including \$100,000.00		
\$100,001.00 to \$500,000.00	\$460.00 for the first \$100,000.00 plus \$3.00 for each additional thosudand of fraction thereof, to and including \$500,000.00		
\$500,001.00 and up	\$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thosudand of fraction thereof		
Residencial construction fees minimum fee based on square footage:			
Single family dwelling, Multi-family,Townhouse, Duplex, residential alterations, additions, storage, and accessory uses attached and detached including decks and balconies, flat work	\$ -	Permit- \$0.18 per square foot of all floor area under roof. Fee includes 1 drive approach	
Fences new or replacement	\$ -	Permit\$0.20 per linear foot	
Residential reroofing and roofing overlay	\$ -	Permit \$0.10 per square foot, fee is per structure or building	
Demolition fees:			
Commercial	\$100.00	\$100.00	
Residential	\$50.00	\$50.00	
Accessory structures	\$15.00	\$15.00	
Moving:			
Residential compliance inspection	\$100.00	\$100.00	
Commercial compliance inspection	\$100.00	\$100.00	

PLANNING & ZONING - Continue	Old Fee Amount	New Fee Amount	Unit
Special event permit:			
Type I or Type II	\$50.00	\$50.00	
Electric permit fees:			
Electrical building permit	\$50.00	\$50.00	
Electrical service re-connect fee	\$30.00	\$30.00	
New Service	\$20.00	\$20.00	
Temporary Service Pole	\$10.00	\$10.00	
Temporary Working Clearance	\$25.00	\$25.00	
Upgrade Service	\$10.00	\$10.00	
First 42 Circuits	\$1.00	\$1.00	each
Next 42 Circuits	\$0.50	\$0.50	each
All Circuits above 84	\$0.25	\$0.25	each
Generator	\$100.00	\$100.00	
Plumbing, fuel/gas permit fees:			
Plumbing, fuel/gas permit	\$50.00	\$50.00	
Small fixtures (bathtub, drinking fountain, floor sink, floor drain, sink, lavatory, shower, urinal back-flow device assembly, water heater, water treatment, water closet, etc.)	\$3.00 each (kitchen sink and disp. slop sink, waste interceptor, backflow preventer, dish washer, laundry tray, clothes washer, vacuum breaker)		
Large fixtures (grease trap, waste interceptor, sewer line, water line, gas line, etc.)	\$20.00 \$100.00 \$20.00 \$50.00 \$100.00 \$30.00 \$15.00 \$100.00	\$20.00 \$100.00 \$20.00 \$50.00 \$100.00 \$30.00 \$15.00 \$100.00	Water heater Sewer connection Water piping Gas test Sewer tap Sprinkler system Water meter permit fee Grease trap
Mechanical permit fees:			
Mechanical permit	\$50.00	\$50.00	
Heating & cooling	\$10.00 for the first \$1,000.00 & \$2.00 for each additional \$1,000.00		
Tent permit fees:			
Temporary tents	\$100.00	\$100.00	
General fees:			
Re-inspection or failed inspection	\$45.00	\$45.00	
Emergency inspections:			
Requested with less than ½ day's notice	\$27.00	\$27.00	
Overtime	\$42.00	\$42.00	per hour
Inspection requested for after 4:30 p.m. (two-hour minimum plus emergency inspection fee)	\$80.00	\$80.00	for two hours
Penalties, work commencing prior to permit issued:			
First violation	Double permit fee		
Second and subsequent violations	Four times the permit fee		
Other violations (ex. No inspection, concealing work, occupancy without a final, license or registration violation, other code violations as adopted. Each fee is per occurrence or incidence, per day until corrected.	Where work for which permit is required by this Code is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of this Code in execution of the work nor from any other penalties prescribed herein.		

PLANNING & ZONING - Continue	Old Fee Amount	New Fee Amount	Unit
Penalties, work commencing prior to permit issued:			
First violation	\$200.00	\$200.00	
Second violation	\$250.00	\$250.00	
Third violation	\$500.00	\$500.00	
Fourth violation	\$750.00	\$750.00	
Permit extensions:			
First extension	\$25.00	\$25.00	
Subsequent extension	\$50.00	\$50.00	
Permit extension prior to permit expiration date	50% of permit fee	50% of permit fee	
Registration:			
Contractor initial fee	\$100.00	\$100.00	
Contractor annual renewal fee	\$30.00	\$30.00	
Health:			
Food service establishment permit	\$150.00	\$150.00	
Seafood markets	\$150.00	\$150.00	
Meat markets	\$150.00	\$150.00	
Meat Packers	\$150.00	\$150.00	
Tortillerias	\$150.00	\$150.00	
Bakeries	\$150.00	\$150.00	
Special events	\$100.00	\$100.00	
Beer and wine on premises (BG)	\$87.50	\$87.50	
Beer and wine off premises (BQ)	\$30.00	\$30.00	
Liquor store (package store) (P)	\$250.00	\$250.00	
Liquor mixed beverage (lounge) (MB) at 3rd year	\$375.00	\$375.00	
City registration	\$10.00	\$10.00	
Delicatessen	\$150.00	\$150.00	
Food handlers	\$10.00	\$10.00	
Food manager's license	\$15.00	\$15.00	
Fruit and vegetable	\$100.00	\$100.00	
Garage sale permit	\$10.00	\$10.00	
Health permit	\$100.00	\$100.00	
Heimlich poster	\$5.00	\$5.00	
Produce	\$75.00	\$75.00	
Public cafeteria	\$150.00	\$150.00	
Reinspection fee	\$25.00	\$25.00	
Retail food establishment	\$150.00	\$150.00	
Temporary permit	\$20.00	\$20.00	per day
Vendor application fee	\$75.00	\$75.00	
Small Cell Network Provider			
First Five (5) Network Nodes	\$500.00	\$500.00	
Each Additional Node	\$250.00	\$250.00	
Per Pole	\$1,000.00	\$1,000.00	
Refunds:			
*Refunds must meet the following criteria:			
1. No work has started,			
2. The permit has not expired,			
3. All Refunds must be approved by the Code Enforcement Supervisor			
4. Request must be made in writing			
*Refunds are refunded at 90 percent of original permit fee less \$25.00 and review and applicable trip charges. Refunds are processed by the City of Weslaco Finance Department only. No cash refunds will be allowed for any purpose.			

POLICE	<i>Old Fee Amount</i>	<i>New Fee Amount</i>	Unit
Fingerprints	\$10.00	\$10.00	
Wrecker permits, annually	\$15.00	\$15.00	
Funeral escort	\$150.00	\$150.00	
Bank escort	\$50.00	\$50.00	
Alarm permits (annual)	\$25.00	\$25.00	
Accident report	\$6.00	\$6.00	
Local police background check	\$10.00	\$10.00	
Certified copy	\$2.00	\$2.00	
Underage drinking; imposing criminal and civil penalties and response cost; providing for codification; severability clause and effective date.			
	1st Offense \$	-	\$500.00
	2nd Offense \$	-	\$750.00
	3rd Offense \$	-	\$1,000.00
Vehicle Abandonment Fee	\$	-	\$10.00

PUBLIC WORKS	<i>Old Fee Amount</i>	<i>New Fee Amount</i>	Unit
Urban development			
Traffic safety signs:			
30 inches, stop with post	\$200.00	\$200.00	
24 inches, stop with post	\$175.00	\$175.00	
9 × 30 extruded street name with post	\$200.00	\$200.00	
9 × 24 extruded street name with post	\$175.00	\$175.00	
9 × 18 extruded street name with post	\$175.00	\$175.00	
Fire hydrants, blue payment marker	\$75.00	\$75.00	
24" × 30" speed limit sign with post	\$175.00	\$175.00	
18" × 24" "We Love Our Children" sign with post	\$175.00	\$175.00	
<i>Customer service inspection for existing structures:</i>			
Commercial fixtures 1 to 20	\$32.00	\$32.00	
Commercial fixtures 21 to 50	\$42.00	\$42.00	
Commercial fixtures 51 and up	\$120.00	\$120.00	
Residential	\$32.00	\$32.00	

AIRPORT	<i>Old Fee Amount</i>	<i>New Fee Amount</i>	Unit
<i>Oil</i>			
Aeroshell W/100 Ashless	\$9.00	\$9.00	
Castrol Aviator AD100 Ashless	\$9.00	\$9.00	
<i>Airport Access Cards</i>			
Access Card	\$10.00	\$10.00	
Replacement Card	\$50.00	\$50.00	
<i>Miscellaneous</i>			
Call out fee	\$50.00	\$50.00	first hour
	\$30.00	\$30.00	every hour after
Call out fee-Customs	\$350.00	\$350.00	first hour
	\$120.00	\$120.00	every hour after
Tug	\$15.00	\$15.00	
GPU/A/C Unit	\$50.00	\$50.00	if less than 150 gallons purchased
Courtesy car (Customer may use car maximum of two hours in the U.S.)	\$35.00	\$35.00	if no fuel is purchased
Tie Down Fees	\$1.00	\$1.00	per night
Hangar Replacement Keys	\$50.00	\$50.00	

ORDINANCE 2022-05

AN ORDINANCE AMENDING ORDINANCE 2019-41, THE MASTER FEE SCHEDULE, TO REVISE EXISTING FEES AND ESTABLISH NEW FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, 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 1. APPROVAL. Ordinance 2019-41 passed and approved on October 15, 2019 as “The Master Fee Schedule Ordinance” and Codified as Section 2-190 of The Weslaco Code of Ordinances is hereby amended so that after final reading it shall read as follows:

ARTICLE VI. MASTER FEE SCHEDULE

Section 2-190. Scheduled established.

The fee schedule attached as an Exhibit to this Ordinance is hereby adopted as if fully forth herein. The City Commission may hereafter amend or replace this fee schedule at any time.

SECTION 2. All other provisions of Ordinance 2019-41 shall remain in full force and effect.

SECTION 3. SEVERABILITY CLAUSE. It is the intent of the City Commission that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon final reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 1st day of February 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 15th day of February 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: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5055
From:		
Subject: Approval to submit an application to the Walmart Community Grant for an amount not to exceed \$5,000 with NO MATCH and NO RECURRING FEES required to be used for community events and Christmas Toy Drive and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: Walmart Community Grants provide funding to local government entities that directly benefit the City of Weslaco by funding community events and our annual Christmas Toy Drive. The annual toy drive helps humanize the Weslaco Police Department badge and brief any gaps between police and our local community.		
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):		
ROBERT LOPEZ ROBERT LOPEZ ANDREW MUNOZ		Created
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any:		
Responsibilities upon Approval: Community Policing will administer grants. WPD will track expenditures.		



Standardized Agenda Request Form

Date of Meeting: February 15, 2022	Agenda Item No. (to be assigned by CSO): 2022-5162	
From:		
Subject: Approval to accept the VA-Victim of Crime Act Formula Grant Program #3814603 award in the amount of \$16,587.20 with NO MATCH REQUIRED AND NO RECURRING FEE REQUIRED and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: SB 8 allocated \$160 million to address the federal Victims of Crime Act (VOCA) shortfall affecting Crime Victims Assistance grants.		
Funding Source (budget code, if applicable): VA-Victims of Crime Act Formula Grant Program		
Amount: \$16,587.20	Term of Impact: 12 months	Identified in Current Budget: No
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):		
ROBERT LOPEZ ROBERT LOPEZ ANDREW MUNOZ	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any:		
Responsibilities upon Approval: POLICE will amend the budget on egrants. Finance will not have to allocate a match because additional funds can be used to create a local match waiver.		



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5026
From:		
Subject: Approval to renew the Interlocal Agreement between the City of Weslaco and the City of Mercedes regarding participation in the Mid Valley Regional Communications Center and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: The purpose of this agreement is to provide the terms and conditions for the use, maintenance, and operation of the Mid-Valley Regional Communications Center between Weslaco and Mercedes. The services that are part of this agreement are a governmental function and will involve the relocation of Mercedes' emergency dispatch services relating to public safety, fire, and/or Emergency Medical Services to Weslaco. The Parties have determined that this Agreement is in the best and public interest of the Parties and their respective constituents.		
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: Annual Renewal		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ROBERT LOPEZ ROBERT LOPEZ ANDREW MUNOZ		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: Weslaco nad mercedes comms ILA 2022		
Responsibilities upon Approval:		

INTERLOCAL AGREEMENT

City of Weslaco and City of Mercedes

MID-VALLEY REGIONAL COMMUNICATION CENTER

This Agreement is made on this ____ day of _____ 2022, by and between the **City of Mercedes, Texas** (hereinafter "Mercedes") and the **City of Weslaco, Texas** (hereinafter "Weslaco"). The parties are authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791 to enter into cooperative agreements with other local government entities of the State of Texas for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs.

The purpose of this agreement is to provide the terms and conditions for the use, maintenance, and operation of the Mid-Valley Regional Communications Center between Weslaco and Mercedes. The services that are part of this agreement are a governmental function and will involve the relocation of Mercedes' emergency dispatch services relating to public safety, fire, and/or Emergency Medical Services to Weslaco. The Parties have determined that this Agreement is in the best and public interest of the Parties and their respective constituents.

I. Terms of Use

Beginning February 15, 2022, the Parties agree as follows:

1.1 Weslaco agrees to lease to Mercedes the use of the Mid-Valley Regional Communications Center at 1912 Joe Stephens in Weslaco, Hidalgo County, Texas.

1.2 Mercedes hereby agrees to pay Weslaco as rent the monthly sum of Five Hundred and No/100th Dollars.

1.3 The first month's payment is to be made at the execution of this agreement.

Thereafter, all future payments shall be made on or before the first working day of the /year due for the term of this contract plus any extensions thereto.

1.4 Weslaco will be responsible for providing the 911 office space at 1912 Joe Stephens, Weslaco, Texas. Weslaco agrees to provide the 911 console, manage the facility and share a portion of the grant for software and hardware after its purchase by Weslaco.

1.5 Mercedes will be responsible for all expenses incurred in moving the 911 operation from the Mercedes Police Department to the Weslaco 911 Center. Mercedes will pay their pro-rated share for maintenance of hardware and software and their pro-rated share of utilities based on total consoles divided by consoles used.

1.6 The term of the agreement will be for two (2) years. There will be an option for multiple two (2) year extensions which must be agreed upon by both Parties.

II. General Provisions

2.1 Nondiscrimination. None of the Parties shall discriminate against any person on the basis of race, religion, gender, creed, or national origin.

2.2 Independent Contractor/No Partnership Created. Nothing contained in this agreement shall be deemed or construed by any party hereto or by any third party as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither any provision herein nor any acts of the parties shall create any relationship between the Parties other than that of independent contractors.

2.3 Sovereign Immunity. It is expressly understood and agreed that, in the execution of the agreement, neither party waives, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

2.4 Governance. This agreement will be governed by state and federal laws and in conformity with all applicable ordinances of the Parties.

2.5 Texas Law To Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

2.6 Amendment. The Parties acknowledge it may be necessary to amend or modify this Agreement from time to time in order to address additional concerns or issues that arise. However, no amendment, modification, or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by an authorized representative of the Parties hereto.

2.6 Indemnification. To the extent allowed by law, Mercedes will and does hereby agree to indemnify, protect, defend with counsel approved by Weslaco, and hold harmless Weslaco and their respective elected officials, employees, representatives and agents from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing by any person or entity, arising out of, caused by, or resulting from Mercedes's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Mercedes, anyone directly employed by Mercedes or anyone for whose acts Mercedes may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Weslaco indemnitee has by law or equity. Parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, Weslaco will and does hereby agree to indemnify, protect, defend with counsel approved by Weslaco, and hold harmless Weslaco and

their respective elected officials, officers, directors, attorneys, employees, representatives, and agents from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other

claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing by any person or entity, arising out of, caused by, or resulting from Weslaco's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Weslaco employees, anyone directly employed by Weslaco or anyone for whose acts Weslaco may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Mercedes indemnitee has by law or equity. Parties will be entitled to be represented by counsel at their own expense.

2.7 Points of Contact All notices pursuant to this agreement shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the appropriate party at the following addresses:

CITY OF WESLACO

Joel Rivera, Police Chief
901 North Airport Drive
Weslaco, Texas 78596
TX 1081400 Weslaco ORI

CITY OF MERCEDES

Blanca Sanchez, Police Chief
2314 N. FM 491
Mercedes, Texas 78570 TX
1080900 Mercedes ORI

2.8 Discipline Mercedes dispatching personnel will be employees Mercedes and Mercedes personnel policies will apply to them. However, the Weslaco Police Chief may provide his summary of facts of incidents or grievances and may include a recommended plan of action to the Mercedes Police Chief. Mercedes dispatching personnel will also be subject to policies, guidelines, and rules of the Mid-Valley Regional Communications Center which are uniformly imposed on all other dispatchers working in the facility. Should there be a conflict of policies regarding conduct and performance, the stricter policy shall apply.

2.9 Certification All dispatchers shall qualify for and retain any State Certifications or/or Licensing required to perform their duties.

2.10 Compliance Parties agree to address and manage oversight of unauthorized administrative access of the Mid-Valley Regional Communications Center for CJIS compliance.

AGREED:

Oscar D. Montoya
Mayor of the City of Mercedes, Texas

Date

David Suarez
Mayor of the City of Weslaco, Texas

Date

ATTEST:

Norma Cantu, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5170
From:		
Subject: Approval to accept a donation from Lowe's Home Centers LLC, Store #WLX 2980 in the amount of \$1,730.08 worth of supplies, equipment and a storage shed with NO MATCH REQUIRED and NO RECURRING COSTS REQUIRED and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: Store Manager Abel Alvarado has been approved by Lowe's Store #WLX 2980 to donate supplies, equipment and a storage shed.		
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):		
ROBERT LOPEZ ROBERT LOPEZ ANDREW MUNOZ		Created
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: Lowe's Home Centers, LLC WLX 2980 Donation \$1,730.08		
Responsibilities upon Approval:		

PROJECT ESTIMATE

WESLACOPDSHED

CONTACT: ,
CUST #: 120772088SALESPERSON: ORTIZ, PRISCILLA
SALES #: 2452953

PROJECT NUMBER: 713876414

DATE ESTIMATED: 02/01/22

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
1	1072130	CFT CONNECT RADIO +CHARGER	CMST17510	67.07
10	3464753	PONY 3-PACK 4IN RATCHETING CLA	93324	99.70
25	3831120	PONY 10PC SPRING CLMP 2-2IN 8-	93201	136.75
32	3804887	IO KOBALT14-IN HARDBOTTOM TOOL	KB-78B-14	319.04
1	3802941	S OX PRO 10IN CLAW BAR	OX-P083010	4.57
3	464605	KOB 8-IN XT WD ADJ WRNCH	55751	8.91
4	3805820	LFKN 25FT CC TAPE UTLY KNF	L1025CUTSET	39.88
2	2131211	CFT 52IN 10 DRWR 2000S CAB BLK	CMST25210BK	438.94
1	889596	8X6 ARROW ELITE SHED	LWEG86AN	483.37
TOTAL FOR ITEMS				1598.23
FREIGHT CHARGES				0.00
DELIVERY CHARGES				0.00
TAX AMOUNT				131.85
TOTAL ESTIMATE				1730.08

This Quote is valid until 02/04/22.

MANAGER SIGNATURE_____
DATE

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.
THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS
ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER.
QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT
TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

LOWES IS A SUPPLIER OF MATERIALS ONLY. LOWES DOES NOT ENGAGE IN THE PRACTICE
OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWES DOES NOT ASSUME
ANY RESPONSIBILITY FOR DESIGN, ENGINEERING, OR CONSTRUCTION; FOR THE
SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR
QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS;
OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

*We @ lowe's are donating the product listed
above to the Weslaco Police Department.*

Shel Aranda
2/2/22



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5184	
From:			
Subject: Approval of a six-month extension for the Final Plat for Verona Subdivision– being a 20 acres out of Farm Tract 1038, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 1800 ft. North of mile 8 on FM 1015 and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed fifty-two (52) lot subdivision is inside the City of Weslaco city limits. A six-month extension of Final Plat approval is set to expire on February 15, 2022. The developer was pending permit issuance from TxDOT for a waterline tie-in along FM 1015, which was issued during the first week of February.			
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: The final plat approval was granted by the City Commission at their regular meeting of August 18, 2020 and a six-month extension was granted by the City Commission at their regular meeting of August 15, 2021.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the six-month extension at their regular meeting of February 2, 2022			
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval of the six (6) month extension			
Attachments, if any: Verona - Memo, Verona- Extension required letter, Verona Estates- Aerial			
Responsibilities upon Approval: Staff will advise the applicant			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Verona Estates Six-Month Extension

DATE: February 7, 2022

The proposed subdivision was previously approved by the City Commission on August 17, 2021, this is the developers second six-month extension. City staff has reviewed and approved the construction plans and pre-construction meeting was held and a Notice to Proceed was issued. The developer was pending permit issuance from TxDOT for a waterline tie-in along FM 1015, which was issued during the first week of February. Once, completed the engineer for the project will be able to schedule final walk-through inspection with City staff. Once approved the developer will be able to begin the recording process and should be completed within the next month.

Thank you,

Rebekah de la Fuente, CFM

Randy C. Winston, P.E., President
Isaac Huacuja, EIT, CFM, Treasurer

**SIGLER, WINSTON, GREENWOOD
& ASSOC.
SWG ENGINEERING, LLC**
611 Bill Summers Intl Blvd
Weslaco, TX 78596
O 956.968.2194 F 956.968.8300
Firm Registration No. F-592

Joe B. Winston, Jr., P.E., Exec. VP
Jose G. Reyes, P.E. - VP

January 19, 2022

Ms. Rebekah de la Fuente
Planning & Code Enforcement Director
City of Weslaco
255 S. Kansas Ave.
Weslaco Texas, 78596

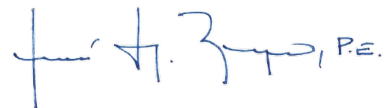
Dear Ms. De la Fuente:

I'm requesting a time extension of 6 months for approval of Verona Subdivision.

Please review this request and present it to Planning and Zoning Commission and the City Commission for their consideration.

Should you have any questions or need additional information, please feel free to call me at (956) 968-294.

Sincerely,
SIGLER, WINSTON, GREENWOOD
& ASSOC., LLC.

A handwritten signature in blue ink, appearing to read "Jose G. Reyes, P.E.", with a stylized flourish at the end.

Jose G. Reyes, P.E.
Vice-President

Six- Month Extension

Verona Subdivision

Legend

 Verona Estates





Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5193	
From:			
Subject: Approval of an Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System and authorize the Mayor to execute any related documents. (Staffed by the Library 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):			
JUANITA VALLEJO ARNOLDO BECHO ANDREW MUNOZ		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: memo - HCLS Interlocal Agreement 2022, HCLS Interlocal 2022			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

February 4, 2022

To: David Suarez, Mayor; Josh Pedraza, Mayor Pro-Tem; Greg Kerr, Commissioner; Jose "JP" Rodriguez, Commissioner; Adrian Farias, Commissioner; Letty Lopez, Commissioner; Leo Muñoz, Commissioner; Andrew Munoz, City Manager
CC: Vidal Roman, Martin J. Mata
Fr: Arnoldo Becho, Library Director
Re: HCLS Interlocal Agreement 2022

For over a decade the Mayor Joe V. Sanchez Public Library has partnered with the Hidalgo County Library System to share resources and provide library services to all residents of Hidalgo throughout all County libraries. The partnership is a huge success. In addition to sharing knowledge and increasing services to the public, we also receive funding from Hidalgo County through the partnership. The County pays for our Electronic Book Collection, our library management software, and provides a stipend of approximately \$15,000 to the library's budget to be used for purposes directly benefiting the public.

The agreement asks that we provide library services to all members of the county and share resources with our partner libraries. This requirement is already part of our core mission and a very feasible expectation. No additional funding is required of the agreement.

Through participation with the County, the library receives services and funding which allow for maintenance of accreditation, expansion of resources, and many other important functions. The library strongly recommends approval.

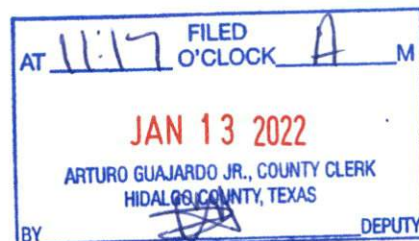
Please feel free to contact me with any questions, I will be happy to provide additional information.

Thank you for the time,

Arnoldo Becho
Library Director, City of Weslaco
Mayor Joe V. Sanchez Public Library
525 S. Kansas, Weslaco TX
abecho@weslacopl.us
(956) 973-3144

THE STATE OF TEXAS §

COUNTY OF HIDALGO §



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF WESLACO, TEXAS**

This Agreement is made effective as of this 11th day of January 2022, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF WESLACO, TEXAS hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2022; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall

prevail, but in such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Richard F. Cortez, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of Weslaco, Texas
Attn: City Manager
255 S Kansas Ave
Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment. This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms

17. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

19. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this 1st day of January, 2022.

HIDALGO COUNTY, TEXAS

Richard F. Cortez

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk



CITY OF WESLACO, TEXAS

David Suarez, Mayor

ATTEST:

By: _____
Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: Josephine R. Solis

CITY:

By: _____

_____, City Attorney

APPROVED BY
COMMISSIONERS COURT
ON: 1/11/22 grs



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5164	
From:			
Subject: Approval to authorize staff to solicit bids for street materials to include Hot Mix, Cold Mix and MC30 Oil and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce Pete Garcia ANDREW MUNOZ		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Street Materials Memo 2022			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: February 15, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: STREET MATERIALS RFB

Cc: Andrew Muñoz, Interim City Manager
Vidal Roman, Finance Director

Public Works Department (Streets Division) is requesting that we go out for bid on the street materials used during our street projects. Materials include hot mix, cold mix, MC-30- oil, and caliche. We have done 1 year extensions in the past but with the prices of materials going up the current vendors will not honor the prices from the last year.

Staff Recommends Approval.



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5195
From:		
Subject: Approval to authorize staff to solicit Statement of Qualifications for engineering services (General Engineering Contract) for various city-wide projects and authorize the Mayor to execute any related documents. (Staffed by Interim City Manager.)		
Background: Staff is requesting to solicit SOQ's for a General Engineering Services Contract. The intent is to have a firm or two under contract to perform engineering services on a rotation basis with negotiated pricing under a Master Fee Agreement. Based on the project and the estimated costs threshold, staff will take project proposals for Commission approval. Examples of projects include: planning, environmental studies, design, development, and construction of projects.		
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 ANDREW MUNOZ		Created/Initiated Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any:		
Responsibilities upon Approval: Solicit SOQ's.		



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5196
From:		
Subject: Approval to authorize staff to solicit Statement of Qualifications for engineering services (General Engineering Contract) for the Weslaco Mid Valley Airport and authorize the Mayor to execute any related documents. (Staffed by Interim City Manager.)		
Background: Staff is requesting to solicit SOQ's for a General Engineering Services Contract for the Weslaco Mid Valley Airport. The intent is to have a firm under contract to perform engineering services with negotiated pricing under a Master Fee Agreement. Based on the project and the estimated costs threshold, staff will take project proposals for Commission approval. Examples of projects include: planning, environmental studies, design, development, and construction of projects.		
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 ANDREW MUNOZ		Created/Initiated Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any:		
Responsibilities upon Approval: Solicit SOQ's.		



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5201
From:		
Subject: Approval on request from Aurora House Foundation for the following; 1)use Mayor Pablo Pena Park for the annual 80's Retro Glow Run 5k and 1 Mile event on February 26, 2022 from 5:30pm to 9:30pm; 2) assistance with traffic control on major intersections; and 3) waiver of any associated fees and authorize Mayor to execute any related documents. (Staffed by Parks and Recreation 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):		
ADELAIDA VEGA OMAR RODRIGUEZ ANDREW MUNOZ		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: Aurora House Foundation request and map course		
Responsibilities upon Approval:		



Special Events Checklist:

City of Weslaco Requirements and Procedures

Office of the City Secretary · 956.968.3181 · esilva@weslacotx.gov

Name of Applicant (Person or Entity): Aurora House Foundation		Name of Event: 80's Retro Glow Run Vol 6	
Contact Person: Sarah Cardenas		Telephone Number: 956-975-5633	
Address: 2646 W 18th St		E-Mail Address: retroglowrun@gmail.com	
City: Weslaco	State: TX	Zip Code: 78596	
Event Purpose (fundraiser, school activity, etc.): Fundraiser		Expected Attendance: 450 - 600	
Start Time: 5:30	End Time: 9:30	Event Date(s): February 26, 2022	
Relevant Policies and Fees: (*Commission consent by agenda action may be required)			
Special Event:			
☐ Proof of Liability Insurance with City of Weslaco as Named Insured on Certificate		☐ Limited use of live animals (Code of Ordinances §22) *	
☒ Authorization to display promotional signage*		☐ Park, Pool, Facility Rental	
☐ Evidence of Health Permit (food service)		☐ Vendor Application with Fee of \$75.00	
☐ Verification to Texas Alcoholic Beverage Commission (TABC) for sale/service of beer and wine*		☐ Special Event Permit with Fee of \$100.00	
Traffic Control (Code of Ordinances §134):			
☒ Route Map		☐ Parade and Processions Fee of \$50.00	
☐ Written Consent of Affected Property Owners		☒ Street Closure Fee of \$25.00	
☐ Barricade Fee of \$50.00/location + \$100 deposit		☐ Traffic Safety Plan by Police Department	
☐ Verification to Texas Department of Transportation (TxDOT) affecting state right-of-way*		☒ Police Escort of \$20.00/officer per hour (2-hour minimum)	
Sound Amplification (Code of Ordinances §94 and Election Code §61):			
☐ Use of loudspeakers, microphone, bullhorn, etc.		☐ Sound Truck Fee of \$25.00	
☐ Vehicle Description, License Plate, Driver's License		\$25.00 fee is for 3 consecutive days	
Applicant will coordinate with applicable City Departments, state and federal agencies and discharge the City of any liability associated with this event.		RECEIVED FEB 08 2022 	
Applicant's Signature: Sarah Cardenas		Payment type: ☐ Cash ☐ Credit Card	
Additional Stipulation(s) of Authorization:			
Approved	Denied	Reason	Signature as Applicable
			Police Chief
			Fire Chief
			Public Works Director
			Planning/Code Enforcement/City Engineer
			Parks Director
			Traffic Safety Officer/City Manager

January 3, 2022
City of Weslaco
255 S. Kansas Ave
Weslaco, TX 78596

To the Parks and Recreation Department of the City of Weslaco,

RGV Theme Runs would like to host it's 6th annual 80s Retro Glow Run 5k and 1 Mile Fun Run in your city. This event benefits The Aurora House Foundation located here in Weslaco.

The primary source of funding for the event is from corporate sponsors. We are looking to hold the event on Saturday, February 26, 2022 at 6:00pm at Mayor Pablo Pena Park. This event is a glow 80s themed run where runners can dress up in their best 80s outfits. There will be a paint station at the start/finish line where runners can get glow paint thrown at them. This year's run will be following CDC guidelines.

We are requesting the City Council of Weslaco to please review the information and grant us permission for the course that has been provided. We estimate about 400-500 runners and would need traffic control in any major intersections and traffic cones along the route.

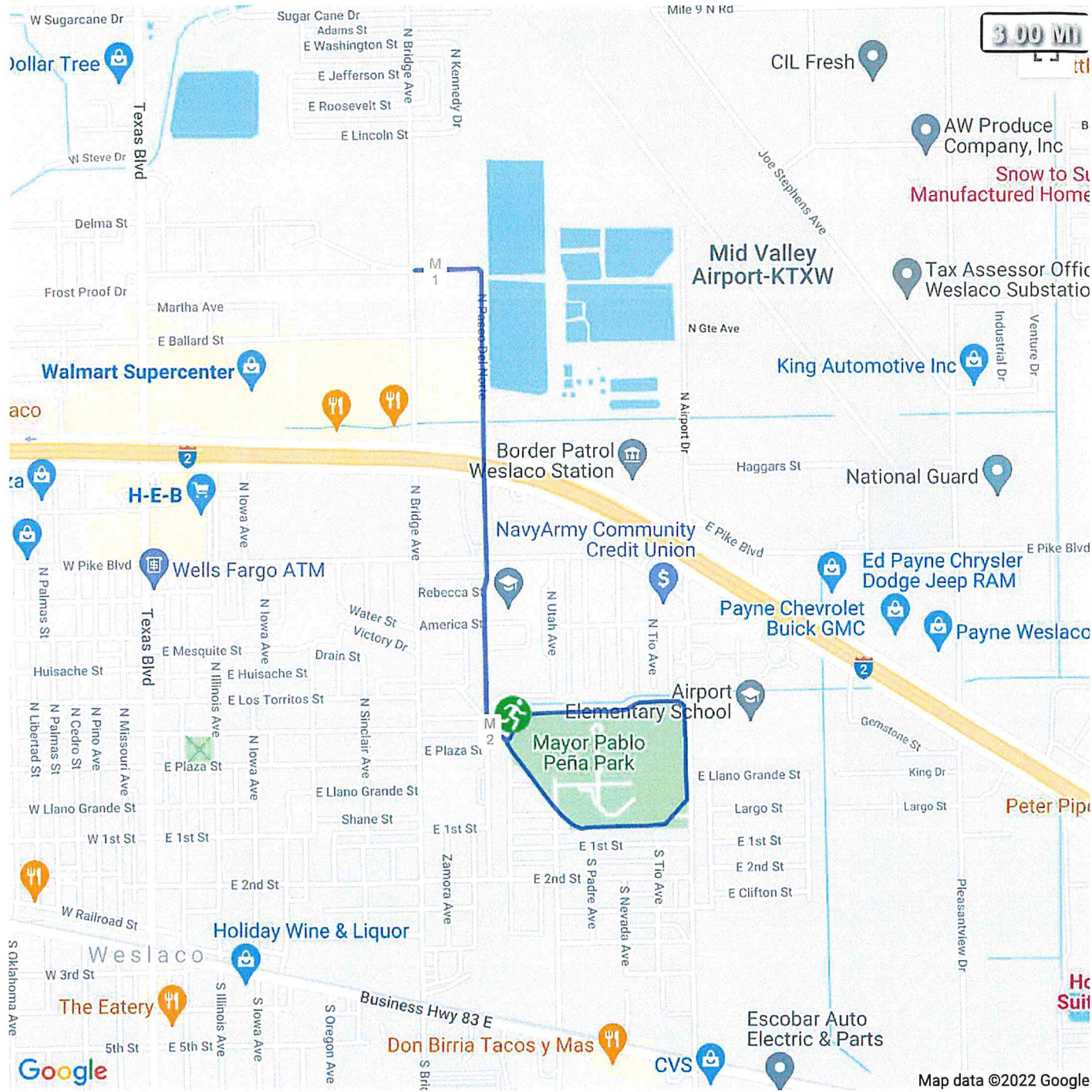
The event will begin at 6pm, the fun run will start at 6:30pm and the 5k will follow at 7pm.

Thank you for your time and consideration. If you have any questions, please contact me.

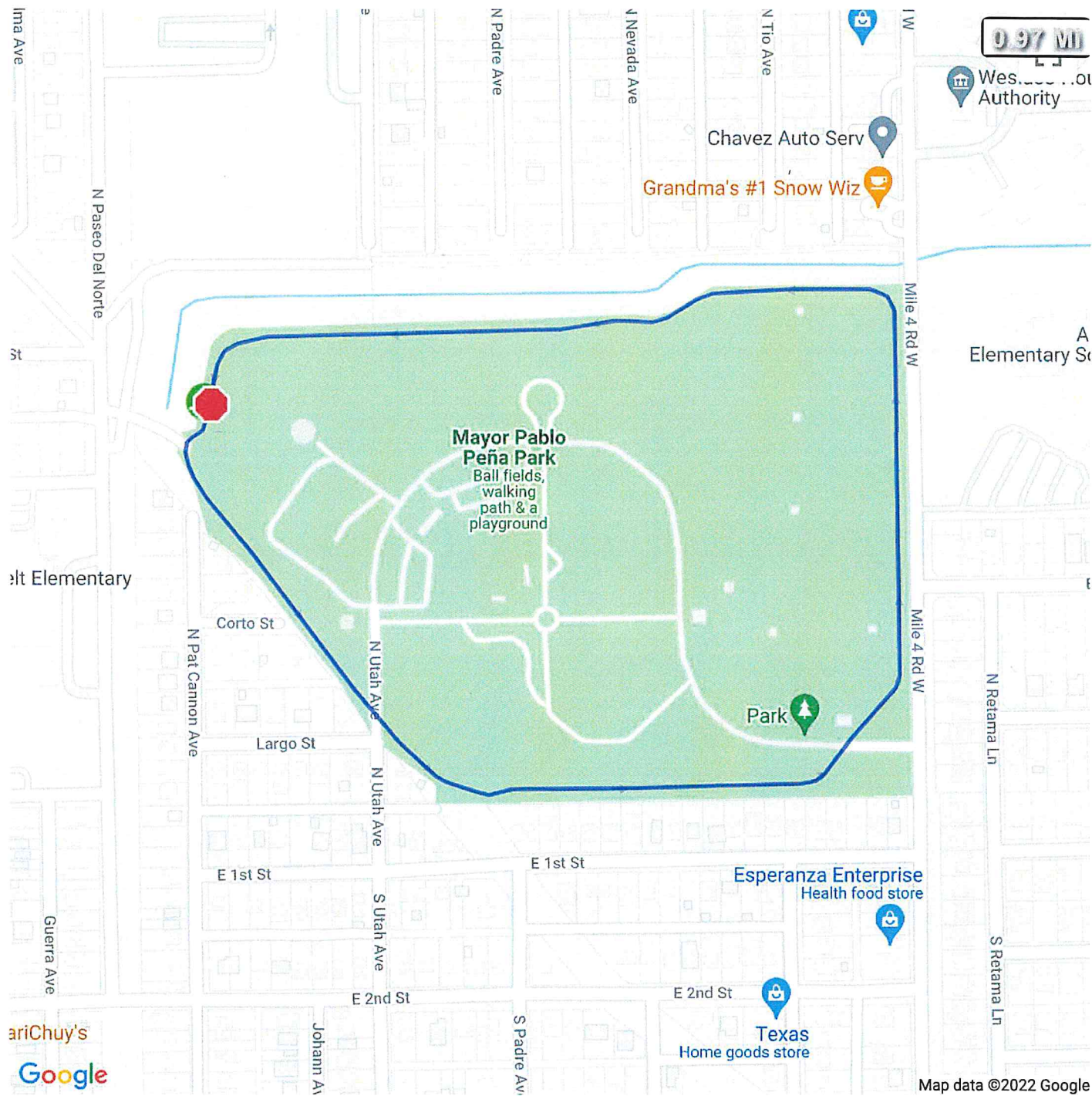
Sincerely,

Sarah Cardenas
Event Coordinator
retroglowrun@gmail.com
956-975-5033

5k



1 Mile Fun Run





Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5187
From:		
Subject: Discussion and consideration on Resolution 2022-18 for appointment of members to the Weslaco Recycling Task Force Committee for terms set to expire and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature 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 Pete Garcia ANDREW MUNOZ		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: Recycle Committee Memo 2022, Weslaco Recycling Task Force Committee 031021 mv, R2022-18 Weslaco Recycling Task Force		
Responsibilities upon Approval: Execute, retain and notify appointees.		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: February 15, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: WESLACO RECYCLING TASK FORCE COMMITTEE

Cc: Andrew Muñoz, Interim City Manager
Vidal Roman, Finance Director

Weslaco Recycling Task Force Committee members are all set to expire. The current board consist of 10 members to include 1 commissioner, 2 public works staff and 7 citizens appointed by city commission. All seven members are set to expire simultaneously. We are recommending that we stagger the terms if we continue to have the committee. Staff will have the newly appointed members select or draw for terms.

WESLACO RECYCLING COMMITTEE TASK FORCE

Last Name	First Name	Term Ending
Gammill	Colton Reed	03/21/2022
Wilson	Jerry Don	03/21/2022
Weigel Ortiz	Gail	03/21/2022
Cavazos	Ignacio H.	03/21/2022
Chapman	Jim	03/21/2022
Garcia	Lainey	03/21/2022
Gonzalez	Maria L.	03/21/2022

As of 030321 mv

RESOLUTION NO. 2022-18

**A RESOLUTION OF THE CITY OF WESLACO ESTABLISHING
MEMBERSHIP OF THE AD HOC CITIZENS' COMMITTEE KNOWN AS
THE WESLACO RECYCLING COMMITTEE TASK FORCE**

WHEREAS, Resolution 2017-20 passed and approved on March 7, 2017 established an ad hoc citizens' committee to solicit suggestions, make recommendations, and encourage participation toward the planning and facilitating of programs, activities, and awareness on the importance of recycling; and

WHEREAS, the composition of members approved was three members (3) would be from the Weslaco City Commission; one (1) representative of Public Works Department, one (1) representative of Republic Services and five (5) citizens for a total membership of ten (10);

WHEREAS, the commission desires to support and foster greater public participation from interested individuals wishing to serve their community and on March 2, 2021 the consensus was to increase citizen members from five (5) to seven (7) and decrease members of the Weslaco City Commission from (3) to one (1) and remove one (1) representative of Republic Services for a total of nine (9) members; and

WHEREAS, it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, members shall serve without compensation and may be eligible for reappointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following members are appointed to serve on the Weslaco Recycling Task Force.

NAME

TERM ENDING

03/21/2023

03/21/2023

03/21/2023

03/21/2023

03/21/2023

03/21/2023

03/21/2023

PASSED AND APPROVED on this 15th day of February 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: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5200
From:		
Subject: Discussion and consideration on the final Lease Agreement(s) with Weslaco Little League for the use of the Isaac Rodriguez Park Sports Fields and Harlon Block Sports Complex baseball/softball fields from February 1 - July 4, 2022 and with the Weslaco Softball/ Baseball League for the use of Mayor Pablo Pena City Park Softball Baseball Complex from February 1 - July 31, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)		
Background: Commission action at the regular meeting of February 1st approved contingent to lease agreements be amended as discussed to address clearer language on the use of the park facilities and back for final approval. The City Attorney amended the lease agreement that will become the standard agreement to be used for a request by an organization.		
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: February 1, 2022 - Commission directed City Attorney to limit exclusivity to actual scheduled use of facilities.		
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 OMAR RODRIGUEZ ANDREW MUNOZ		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Little League Request for Lease, LITTLE LEAGUE LEASE 2022 and Exhibits A & B, WSB-Request_LeaseAgreement_2022, WESLACO SOFTBALL BASEBALL LEASE AND EXHIBIT A 2022		

Responsibilities upon Approval:
Execute, retain and notify the requestor.



WESLACO LITTLE LEAGUE

1/11/2022

Omar,

On behalf of Weslaco Little League, I would like to request a lease of the following fields/parks for our upcoming season that is right around the corner. We are requesting the use of the 3 fields at Isaac Rodriguez Park including the concession stand from February 1 – July 4. This lease extends to July in order to provide our All-Star teams a place to practice and the ability for us to host the District All Star Tournament. We would like to begin working on the fields asap as we have gathered equipment and volunteers so that we may be ready for our FREE baseball clinic led by both Weslaco High School and Weslaco East High School on February 19th 2022. As well as use of the concession stand for in person registration. Our Opening Ceremonies are scheduled for March 19th. In addition to Isaac Rodriguez Park, we are requesting the use of Harlon Block Sports Complex. This park will host girls softball as well as our 13, 14, 15, and 16 year old baseball divisions. We have equipment and volunteers on standby to begin the restoration of those fields as well.

On behalf of Weslaco Little League, we would like to thank the City Commission and Weslaco Parks board for their consideration. We are looking forward to a great season. If you have any questions feel free to give me a call at 956-261-8144.

Best Regards,

Weslaco Little League President

Eric J. Mendiola

Weslaco Little League Secretary

Brenda Gutierrez

8. The "LEAGUE" shall endeavor to assist the "CITY" in providing a safe and clean complex for all participants, spectators and visitors.
9. There shall be no parking of automobiles or other vehicles in any area other than areas designated for such purpose by "CITY".
10. The "LEAGUE" will provide "CITY" an accounting of all monies collected in registration fees and all concession stand revenue and expenses. The accounting will be due on August 31, 2022 and must be prepared in a form and manner acceptable to "CITY".
11. The "LEAGUE" is responsible for scheduling all games and providing adult supervision at all "LEAGUE" activities.
12. The "CITY" shall have the right to decide when the baseball fields are unplayable due to current or anticipated weather conditions.
13. The "LEAGUE" will file with the "CITY'S" Parks and Recreation Department appropriate contact phone numbers for the purpose of directing public inquires to the proper authorities regarding all "LEAGUE" activities.
14. The "LEAGUE" shall immediately report all needed repairs or potential hazards on lease premises to the "CITY'S" Parks and Recreation Department. However, the reporting of these hazards does not in any way, shape or form make the "CITY" liable for any injuries or damages resulting from said hazards.
15. The "CITY" will maintain the baseball fields including mowing and paint marking with assistance from the "LEAGUE" when possible. Maintenance scheduling will be determined by "CITY" upon advanced written notice of "LEAGUE" activities.
16. The "CITY" is under no obligation and undertakes no responsibility to obtain sponsors for "LEAGUE" activities.
17. "CITY" employees will not be allowed to participate in "LEAGUE" activities as Officers, Board Members or in any other official capacity.
18. The "LEAGUE" affirms that the person signing on behalf of the "LEAGUE" is authorized to execute this lease agreement with the "CITY".
19. The "CITY" has the right to terminate this lease agreement without cause by providing thirty (30) days written notice of the termination to the "LEAGUE" by personal or certified mail delivery to the person signing this agreement on behalf of "LEAGUE".
20. The "CITY" shall have one (1) weekend a month to host any functions it chooses at Isaac Rodriguez Park or Harlon Block Park Complex during the lease term. Notice will be given one (1) month in advance of function dates.
21. The "CITY" may at any time may request an audit or accounting or production of financial reports in a form and manner acceptable to "CITY". Failure to so upon timely request will result in an automatic termination of this agreement.

In **WITNESS WHEREOF**, the undersigned hereby execute this lease agreement as of the day and year first above written.

ATTEST:

CITY OF WESLACO

Norma A. Cantu, **City Secretary**

David Suarez, **Mayor**

APPROVED AS TO FORM:

WESLACO LITTLE LEAGUE

Juan E. Gonzalez, **City Attorney**

Eric Mendiola, **President**

Isaac Rodriguez Park

1200 East 6th Street

EXHIBIT A

Leased Area

Multi-purpose Field

Minor Field

Concession Stand

T-ball Field

1200 E 6th St

E 6th St

S Bridge Ave

E 7th St

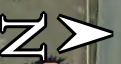
Knapp Medical Boulevard

S Utah Ave

Google Earth

©2018 INEGI
©2018 Google

600 ft



Harlon Block Sports Complex

1020 West 18th Street

EXHIBIT B

Concession stand

Leased Area

F1

F2

F3

F4

1020 W 18th St

Google Earth

© 2018 INEGI
© 2018 Google

1000 ft

Mile 5 1/2





www.wsbnet.org

weslacopony@gmail.com

January 17, 2022

Mr Omar Rodriguez
Director-Weslaco Parks/Rec

On behalf of Weslaco Softball Baseball-Pony League, we would like to request a lease agreement renewal for the baseball/softball fields 1, 2, and 3 and concession stand at Mayor Pablo G Pena Weslaco City Park effective Feb 1st to July 31st 2022.

Sincerely,

Elia Rodriguez, Director
WSB Pony League

STATE OF TEXAS

*

*

COUNTY OF HIDALGO

*

LEASE AGREEMENT

*

CITY OF WESLACO

*

On this ____ day of _____, 2022, the CITY OF WESLACO, a home rule municipal corporation located in Hidalgo County, Texas hereinafter referred to as "CITY" and the WESLACO SOFTBALL BASEBALL hereinafter referred to as "LEAGUE" enter into this Lease Agreement for the lease of "CITY" property under the following terms:

1. The "CITY" leases to the "LEAGUE" certain real property and improvements physically located in the MAYOR PABLO PENA CITY PARK BASEBALL/SOFTBALL COMPLEX and Concession Stands as described in Exhibit "A", hereinafter referred to as the lease property.
2. The Term of this lease shall be for six (6) months beginning February 19, 2022, and ending July 31, 2022, hereinafter referred to as the lease term.

In consideration of the lease of "CITY" property described in Exhibit "A" and Exhibit "B", the "LEAGUE" agrees as follows:

1. The "LEAGUE" will not construct any permanent buildings or improvements on the lease premises.
2. The "LEAGUE" will not sublet the lease premises or assign this lease to any other party without the written consent of the "CITY".
3. The "LEAGUE" agrees and understands that the lease premises will be used exclusively for baseball games and related "LEAGUE" activities.
4. The "LEAGUE" will hold the "CITY" harmless for any type of injury or harm sustained by any person involved in any "LEAGUE" activity on the lease premises.
5. The "LEAGUE" will carry liability insurance in a sufficient amount to protect the "CITY'S" interest in the lease premises and said insurance will name the "CITY" as an additional insured with the requirement that said insurance provider shall provide the "CITY" notice of any cancellation or revision of said insurance policy.
6. The "LEAGUE" will be entitled to possession of the lease premises thirty (30) minutes before and thirty (30) minutes after the beginning of each game as set forth in the schedule described in Paragraph 7 of this Agreement. At all other times the general public shall have access to leased premises and the City will have authority to lease them out to third parties. Any disputes as to possession of leased premises shall be resolved and decided by the City Manager or his designee.
7. The "LEAGUE" will provide the schedule of "LEAGUE" activities to "CITY" at least one (1) week prior to start of said activities.

8. The "LEAGUE" shall endeavor to assist the "CITY" in providing a safe and clean complex for all participants, spectators, and visitors.
9. There shall be no parking of automobiles or other vehicles in any area other than areas designated for such purpose by "CITY".
10. The "LEAGUE" will provide "CITY" an accounting of all monies collected in registration fees and all concession stand revenue and expenses. The accounting will be due on August 31, 2022 and must be prepared in a form and manner acceptable to "CITY".
11. The "LEAGUE" is responsible for scheduling all games and providing adult supervision at all "LEAGUE" activities.
12. The "CITY" shall have the right to decide when the baseball fields are unplayable due to current or anticipated weather conditions.
13. The "LEAGUE" will file with the "CITY'S" Parks and Recreation Department appropriate contact phone numbers for the purpose of directing public inquires to the proper authorities regarding all "LEAGUE" activities.
14. The "LEAGUE" shall immediately report all needed repairs or potential hazards on lease premises to the "CITY'S" Parks and Recreation Department. However, the reporting of these hazards does not in any way, shape or form make the "CITY" liable for any injuries or damages resulting from said hazards.
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16. The "CITY" is under no obligation and undertakes no responsibility to obtain sponsors for "LEAGUE" activities.
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20. The "CITY" shall have one (1) weekend a month to host any functions it chooses at Isaac Rodriguez Park or Harlon Block Park Complex during the lease term. Notice will be given one (1) month in advance of function dates.
21. The "CITY" may at any time may request an audit or accounting or production of financial reports in a form and manner acceptable to "CITY". Failure to so upon timely request will result in an automatic termination of this agreement.

In **WITNESS WHEREOF**, the undersigned hereby execute this lease agreement as of the day and year first above written.

ATTEST:

CITY OF WESLACO

Norma A. Cantu, **City Secretary**

David Suarez, **Mayor**

APPROVED AS TO FORM:

WESLACO LITTLE LEAGUE

Juan E. Gonzalez, **City Attorney**

Elia Rodriguez, **Director**

Exhibit A

Leased Area

F3

F2

F1

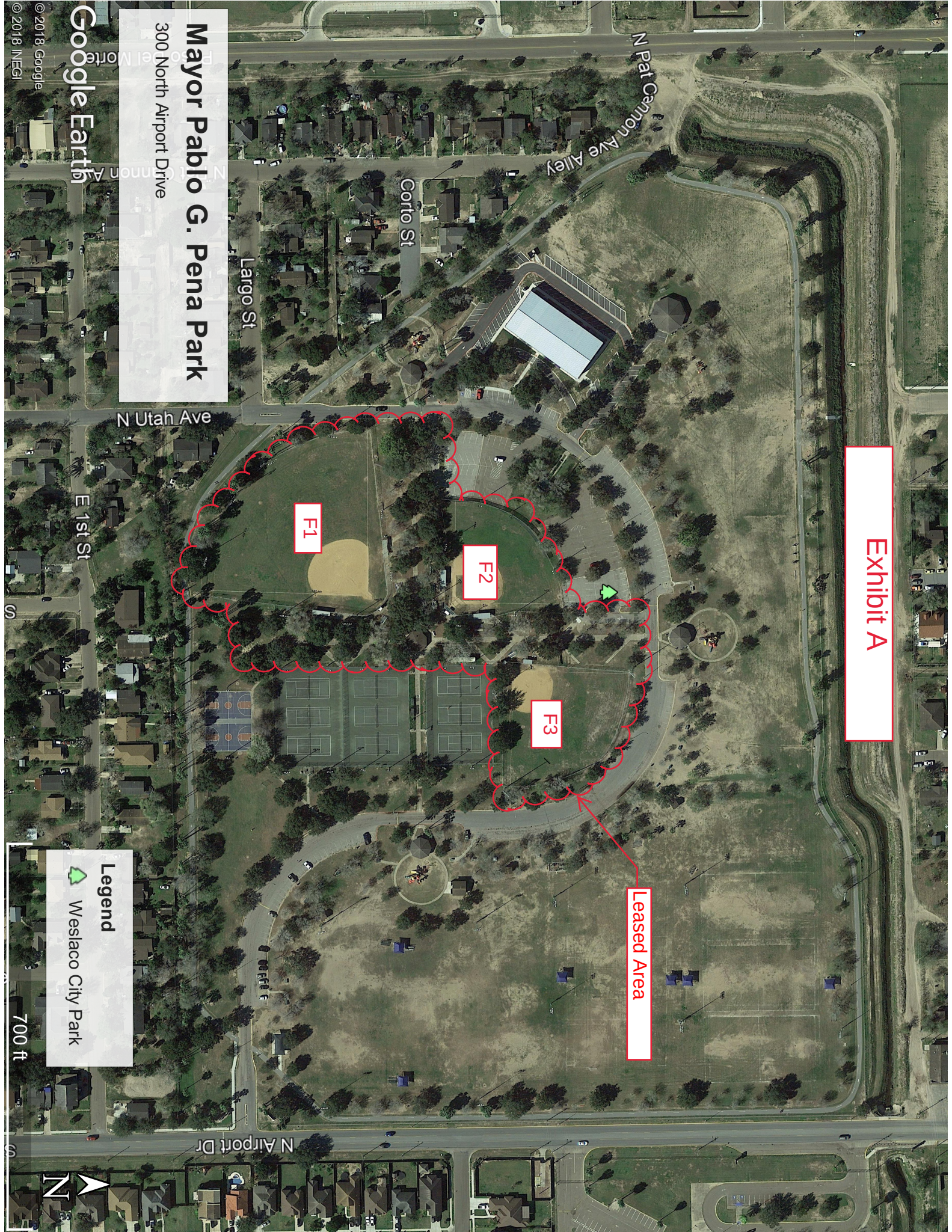
Mayor Pablo G. Pena Park
300 North Airport Drive

Google Earth

© 2018 Google
© 2018 INEGI

Legend
Weslaco City Park

700 ft





Standardized Agenda Request Form

Date of Meeting: February 15, 2022	Agenda Item No. (to be assigned by CSO): 2022-5191
From:	
Subject: Discussion and consideration on request from Habitat for Humanity to serve alcoholic beverages at the inaugural "Fiesta del Hogar" on May 5, 2022 at the Mayor Joe V. Sanchez Public Library and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.)	
Background: Habitat for Humanity would like to serve alcoholic beverages at the Fiesta del Hogar on Thursday, May 5, 2022 at the Mayor Joe V. Sanchez Public Library. This is the Inaugural Spring/Summer Fundraiser for Habitat for Humanity of the Rio Grande Valley. All donations will go to the Habitat for Humanity of the Rio Grande Valley. The alcohol will not be sold. Time of Event: 6:30 p.m.-9:30 p.m. Expected Guest Count: 75 to 100 From Habitat for Humanity: <i>Habitat for Humanity of the Rio Grande Valley, a 501(c)3 nonprofit, assists families in need throughout Cameron, Hidalgo, Starr, and Willacy counties. We believe that the City of Weslaco is the perfect, centralized location for our sponsors, donors, and staff to meet. The backdrop of the Mayor Sanchez Library's Courtyard is the ideal space for us to come together to raise funds for Habitat for Humanity's local affiliate. Regarding the question of alcohol on the premises, we would like to request your permission to bring alcoholic beverages to the courtyard.</i> <i>We would be bringing the following:</i> • Estrella Jalisco Mexican Lager 11.2 oz bottles, 4.5% ABV (3 cases=72 bottles) • Cayman Jack (Malt-Based) Margaritas 11.2 oz bottles. 5.9% (3 cases=72 bottles) • Mijenta Tequila Tasting (if allowed to bring hard liquor; 1 oz pour sample to be provided to each guest) <i>Since this is a private event, we will not be selling alcohol. The alcohol will be donated by L&F Distributors to Habitat for Humanity. We will also be hiring a TABC licensed server to help us pour throughout the evening. At 50 guests and the aforementioned beverages, each guest would be served about 3, 12 oz bottles of beer or margarita. If glass containers are a problem, we also have these items available in cans.</i> <i>We will also have water and soft drinks readily available for our guests.</i> The Library is happy to host this local non profit and hopes that this event may lead to	

further partnerships.

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

ARNOLDO BECHO

ANDREW MUNOZ

Created/Initiated

Approved

Final Approval

City Manager Comments:

Approve.

Staff Recommendation:

Staff Recomends Approval

Attachments, if any:

memo - Request to allow alcoholic beverages at Fiesta del Hogar

Responsibilities upon Approval:

The Library will work with Habitat for Humanity to execute the event.

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

February 4, 2022

To: David Suarez, Mayor; Josh Pedraza, Mayor Pro-Tem; Greg Kerr, Commissioner; Jose "JP" Rodriguez, Commissioner; Adrian Farias, Commissioner; Letty Lopez, Commissioner; Leo Muñoz, Commissioner; Andrew Munoz, City Manager
CC: Martin J. Mata
Fr: Arnoldo Becho, Library Director
Re: Request to allow alcoholic beverages at Fiesta del Hogar

Habitat for Humanity would like to serve alcoholic beverages at the Fiesta del Hogar on Thursday, May 5, 2022 at the Mayor Joe V. Sanchez Public Library. This is the Inaugural Spring/Summer Fundraiser for Habitat for Humanity of the Rio Grande Valley. All donations will go to the Habitat for Humanity of the Rio Grande Valley. The alcohol will not be sold.

Time of Event:

6:30 p.m.-9:30 p.m.

Expected Guest Count:

75 to 100

From Habitat for Humanity: *Habitat for Humanity of the Rio Grande Valley, a 501(c)3 nonprofit, assists families in need throughout Cameron, Hidalgo, Starr, and Willacy counties. We believe that the City of Weslaco is the perfect, centralized location for our sponsors, donors, and staff to meet. The backdrop of the Mayor Sanchez Library's Courtyard is the ideal space for us to come together to raise funds for Habitat for Humanity's local affiliate. Regarding the question of alcohol on the premises, we would like to request your permission to bring alcoholic beverages to the courtyard.*

We would be bringing the following:

- *Estrella Jalisco Mexican Lager 11.2 oz bottles, 4.5% ABV (3 cases=72 bottles)*
- *Cayman Jack (Malt-Based) Margaritas 11.2 oz bottles. 5.9% (3 cases=72 bottles)*
- *Mijenta Tequila Tasting (if allowed to bring hard liquor; 1 oz pour sample to be provided to each guest)*

Since this is a private event, we will not be selling alcohol. The alcohol will be donated by L&F Distributors to Habitat for Humanity. We will also be hiring a TABC licensed server to help us pour throughout the evening. At 50 guests and the aforementioned beverages, each guest would be served about 3, 12 oz bottles of beer or margarita. If glass containers are a problem, we also have these items available in cans.

We will also have water and soft drinks readily available for our guests.

The Library is happy to host this local non profit and hopes that this event may lead to further partnerships. Please feel free to contact me with any questions, I will be happy to provide additional information.

Thank you for the time,

Arnoldo Becho
Library Director, City of Weslaco
Mayor Joe V. Sanchez Public Library
525 S. Kansas, Weslaco TX
abecho@weslacopl.us
(956) 973-3144



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5177	
From:			
Subject: Discussion and consideration after public hearing on behalf of Felix de la Cruz on Ordinance 2022-06 to rezone 105 W Adelita St. Also being Lot 8, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-06. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-2 Duplex and Apartment District Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on January 21, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Ordinance - First Reading 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: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on January 17, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of February 2, 2022			
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any: Rezone-105 W Adelita- Memo, 105 Adelita- aerial, 105 W ADELITA- attachments, O2022-06 105 W Adelita- Ordinance			
Responsibilities upon Approval:			

Staff will advise the applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 105 W Adelita

DATE: February 7, 2022

The property owner is proposing an apartment & duplex type use for this located. The 2040 Land Use Map has identified this area as a single-family residential however, the surrounding properties along Adelita St. and Maria Isabel North are currently zoned R-2 Apartment and Duplex 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 existing surrounding land use.

Thank you,

Rebekah de la Fuente, CFM

Rezone

R-1 to R-2 Duplex & Apartments

Legend

 105 W Adelita

Google Earth

W Steve Dr

Texas Blvd



500 ft



APPLICATION FOR REZONING

RZNE-000173-2022

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 8, ~~9, 10, 11~~ Block Colonia San Francisco

Subdivision Name Colonia San Francisco

Street Address 105 Adelita St.

Existing Zoning R-1 Existing Land Use _____

Proposed Zoning R-2 Proposed Land Use _____

☒ \$305.00 non-refundable filing fee.

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

☐ Survey and metes and bounds if the legal description is a portion of a lot.

☐ City and school tax receipts attached.

☐ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Felix DE LA CRUZ Phone 956-460-8538

Address 2411 Durango DR. Fax: 956-600-8020

City Mission State TX Zip Code 78572 E-Mail: FelixDLC9@AOL.com

OWNER

Name Felix & Irma DE LA CRUZ Phone _____

Address _____ Fax: _____

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

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

Signature Felix De La Cruz Date 1-06-22
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

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

January 21, 2022

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 2, 2022, at 5:30pm and the City Commission will also hold a public hearing on February 15, 2022 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue

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 February 2, 2022. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

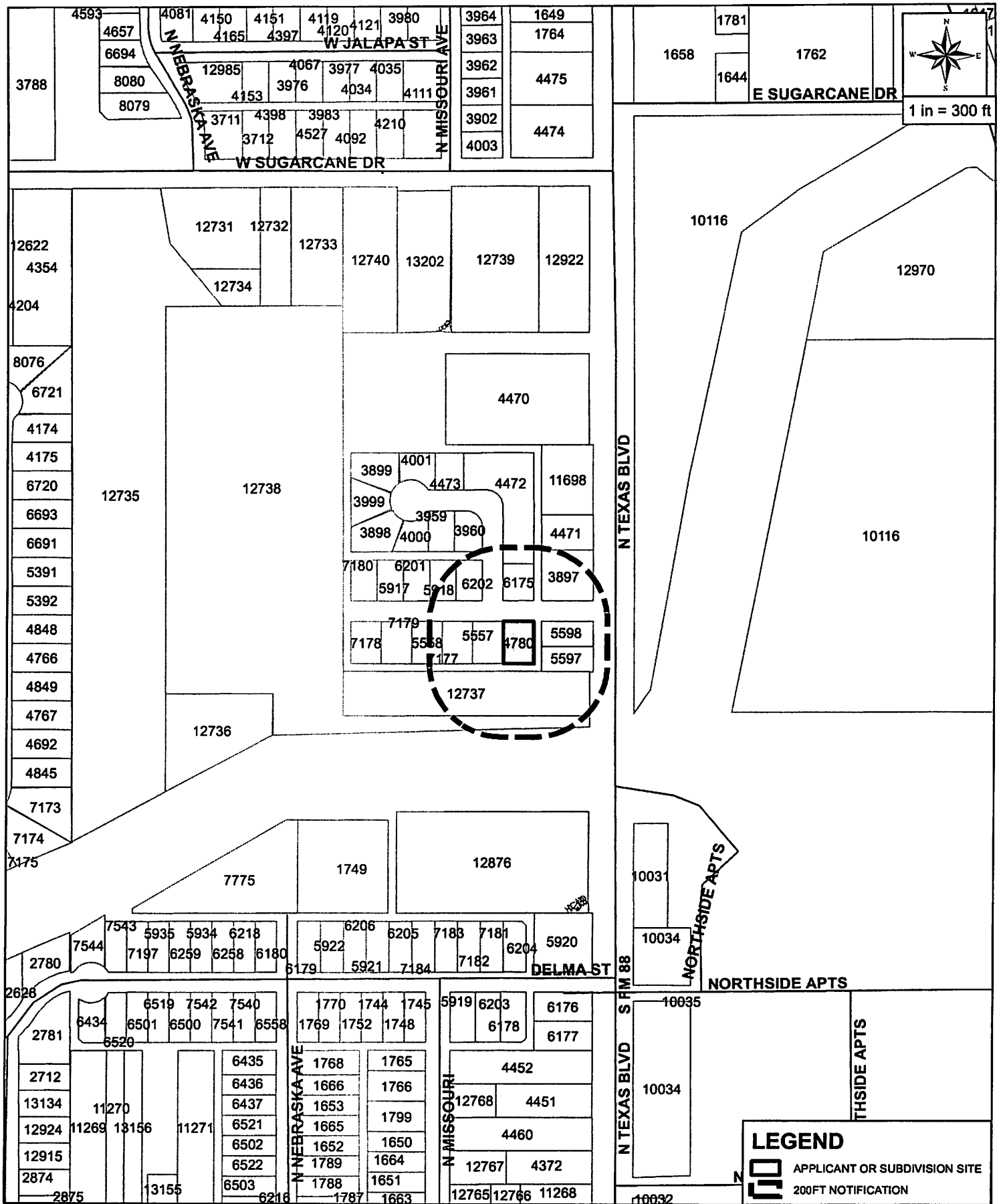
Felix de la Cruz is requesting to rezone 105 W Adelita St. Also being Lot 8, San Francisco Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District

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

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

Sincerely,

Rebekah de la Fuente, CFM
Planning Director



105 W ADELITA ST, WESLACO TX

108

City of Weslaco Code Enforcement Dept.

JAN 20, 2022

BAG INVESTMENTS INC 5924 N SHARY RD MISSION TX 78573	S0650-00-000-0003-00 COLONIA SAN FRANCISCO DE WESLACO 2209 N TEXAS BLVD	L: 53125 B: 151874
RANGEL ROBERTO & MELISSA G 2303 FRESNO ST SAN JUAN TX 78589	S0650-00-000-0004-00 COLONIA SAN FRANCISCO DE WESLACO 2113 N TEXAS BLVD	L: 77180 B: 191384
DE LA CRUZ FELIX 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0006-00 COLONIA SAN FRANCISCO DE WESLACO 2105 N FM 88	L: 38750 B: 2039
DE LA CRUZ FELIX & IRMA 2411 DURANGO DR MISSION TX 78573	S0650-00-000-0008-00 COLONIA SAN FRANCISCO DE WESLACO 105 ADELITA ST	L: 16041 B: 0
DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0009-00 COLONIA SAN FRANCISCO DE WESLACO 107 ADELITA ST	L: 16041 B: 0
DE LA CRUZ FELIX & IRMA 2411 DURANGO DR MISSION TX 78573	S0650-00-000-0010-00 COLONIA SAN FRANCISCO DE WESLACO 109 ADELITA ST	L: 16043 B: 0
LARA ELEAZAR & LIANA A B PO BOX 1970 DONNA TX 78537	S0650-00-000-0011-00 COLONIA SAN FRANCISCO DE WESLACO 111 ADELITA ST	L: 23682 B: 184718
BLOOM PROPERTIES LLC 1316 CITRINE DR WESLACO TX 78596	S0650-00-000-0012-00 COLONIA SAN FRANCISCO DE WESLACO 113 ADELITA ST	L: 23682 B: 221676
LEOS NORA 1914 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0015-00 COLONIA SAN FRANCISCO DE WESLACO 1914 MARIA ISABEL DR	L: 14553 B: 114152
RODRIGUEZ APOLINAR & ELISVIA 1913 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0018-00 COLONIA SAN FRANCISCO DE WESLACO 1913 MARIA ISABELA DR	L: 14553 B: 137066
CAVAZOS DOMINGO JR & SANDRA 1911 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0019-00 COLONIA SAN FRANCISCO DE WESLACO 1911 MARIA ISABEL DR	L: 13230 B: 84273
MDQ INVESTMENTS LLC 54 3RD ST PRESQUE ISLE ME 4769	S0650-00-000-0020-00 COLONIA SAN FRANCISCO DE WESLACO 1909 MARIA ISABEL DR	L: 85142 B: 625387
RANGEL ROBERTO & MELISSA G 2303 FRESNO ST SAN JUAN TX 78589	S0650-00-000-0024-00 COLONIA SAN FRANCISCO DE WESLACO	L: 14018 B: 0

JAN 20, 2022

DE LA CRUZ FELIX & IRMA 2411 DURANGO DR MISSION TX 78573	S0650-00-000-0025-00 COLONIA SAN FRANCISCO DE WESLACO 108 ADELITA ST	L: 13306 B: 0
GONZALEZ JUAN & NELDA 3308 ROSEWOOD DR WESLACO TX 78599	S0650-00-000-0026-00 COLONIA SAN FRANCISCO DE WESLACO 110 ADELITA ST	L: 13306 B: 0
GARCIA NELDA 112 ADELITA ST WESLACO TX 78599	S0650-00-000-0027-00 COLONIA SAN FRANCISCO DE WESLACO 112 W ADELITA ST	L: 13306 B: 109467
GARCIA NELDA 112 ADELITA ST WESLACO TX 78599	S0650-00-000-0028-00 COLONIA SAN FRANCISCO DE WESLACO	L: 13306 B: 104225
ESTRADA EDUARDO R & EMMA L 1912 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0029-00 COLONIA SAN FRANCISCO DE WESLACO 1912 MARIA ISABEL DR	L: 14553 B: 39932
RODRIGUEZ EDUARDO E & EMMA L 1910 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0030-00 COLONIA SAN FRANCISCO DE WESLACO 1910 MARIA ISABEL DR	L: 13306 B: 35295
SALAS MARIA DEL CARMEN & JESUS 1908 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0031-00 COLONIA SAN FRANCISCO DE WESLACO 1908 MARIA ISABEL DR	L: 13929 B: 54302
WILSON STEVE R & ELSA A 301 W STEVE DR WESLACO TX 78599	W3800-00-117-0000-04 WEST TRACT S108'- E660' FT 117 K 1.64 AC GR 1.52 AC NET 118 W STEVE DR	L: 191252 B: 51787

ORDINANCE NO. 2022-06

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 105 W ADELITA ST. ALSO BEING LOT 8, SAN FRANCISCO SUBDIVISION, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One Family Dwelling District to R-2 Duplex and Apartment District located at 105 W Adelita St. Also being Lot 8, San Francisco Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of February 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 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: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5178	
From:			
Subject: Discussion and consideration after public hearing on behalf of Felix de la Cruz on Ordinance 2022-07 to rezone 108 W Adelita St. Also being Lot 25, San Francisco Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-07. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-2 Duplex and Apartment District Fifteen (15) property owners within 200 feet of the applicant's property were notified by letter on January 21, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on January 17, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of February 2, 2022			
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any: Rezone-108 W Adelita- Memo, 108 W ADELITA - attachments, 108 Adelita- Aerial, O2022-07 108 W Adelita- Ordinance			
Responsibilities upon Approval:			

Staff will advise the applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 108 W Adelita

DATE: February 7, 2022

The property owner is proposing an apartment & duplex type use for this located. The 2040 Land Use Map has identified this area as a single-family residential however, the surrounding properties along Adelita St. and Maria Isabel North are currently zoned R-2 Apartment and Duplex 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 existing surrounding land use.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

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

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

RZ NE-000174-2022
FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 25 Block _____

Subdivision Name Colonia San Francisco

Street Address 108 W Adelita St

Existing Zoning R-1 Existing Land Use _____

Proposed Zoning R-2 Proposed Land Use _____

☒ \$305.00 non-refundable filing fee.

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

☐ Survey and metes and bounds if the legal description is a portion of a lot.

☐ City and school tax receipts attached.

☐ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Felix DE LA CRUZ Phone 956-460-8538

Address _____ Fax: 956-600-8020

City _____ State _____ Zip Code _____ E-Mail: FelixDLC9@AOL.com

OWNER

Name Felix + Irma DE LA CRUZ Phone _____

Address 2411 Durango DR. Fax: _____

City Mission State TX Zip Code 78572 E-Mail: FelixDLC9@AOL.com

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

Signature [Signature] Date 1-06-22
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

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

January 21, 2022

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 2, 2022, at 5:30pm and the City Commission will also hold a public hearing on February 15, 2022 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue

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 February 2, 2022. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

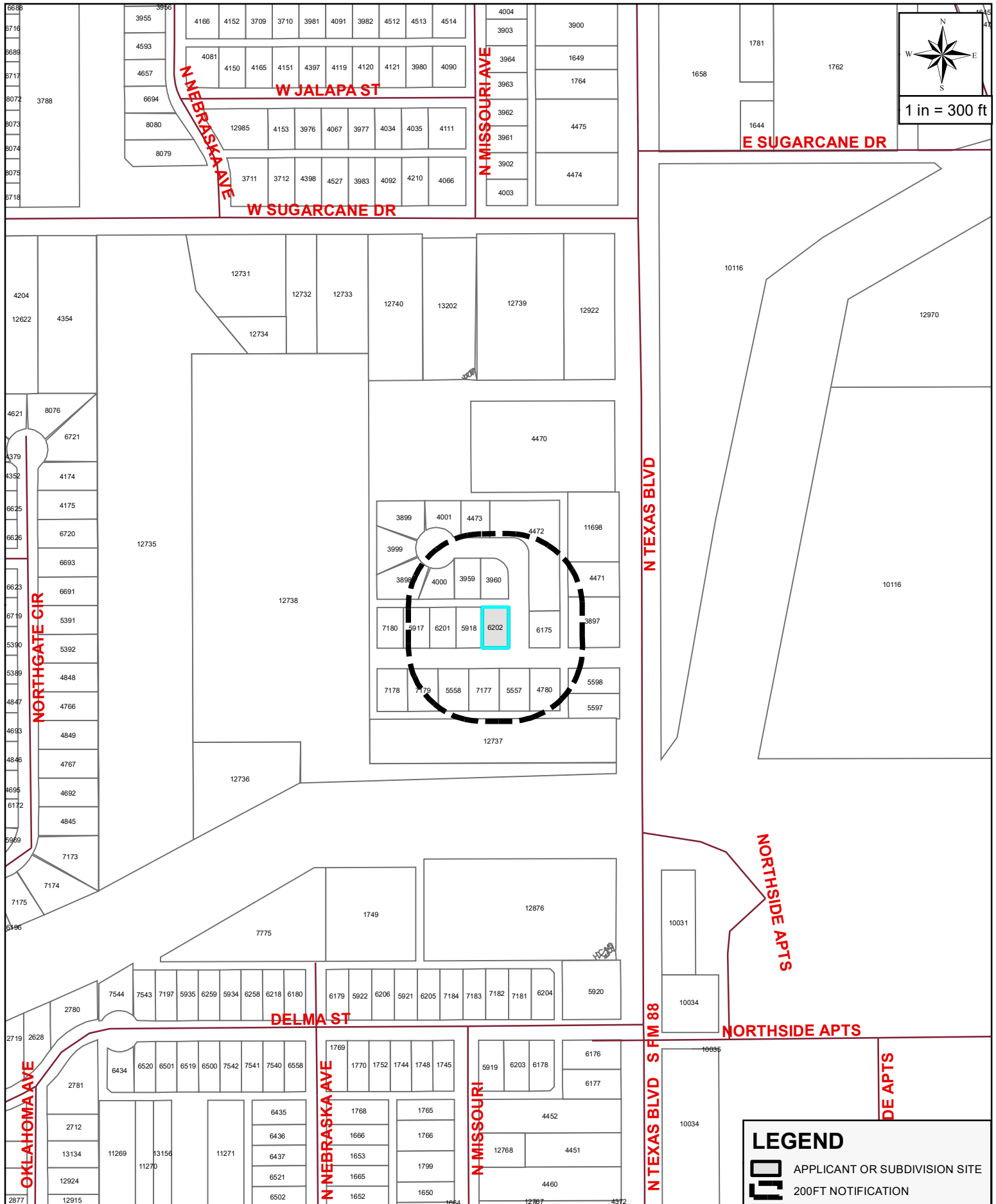
Felix de la Cruz is requesting to rezone 108 W Adelita St. Also being Lot 25, San Francisco Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District.

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

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

Sincerely,

Rebekah de la Fuente, CFM
Planning Director



108 W ADELITA ST, WESLACO TX

105

City of Weslaco Code Enforcement Dept.

JAN 20, 2022

BAG INVESTMENTS INC 5924 N SHARY RD MISSION TX 78573	S0650-00-000-0003-00 COLONIA SAN FRANCISCO DE WESLACO 2209 N TEXAS BLVD	L: 53125 B: 151874
RANGEL ROBERTO & MELISSA G 2303 FRESNO ST SAN JUAN TX 78589	S0650-00-000-0004-00 COLONIA SAN FRANCISCO DE WESLACO 2113 N TEXAS BLVD	L: 77180 B: 191384
DE LA CRUZ FELIX 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0006-00 COLONIA SAN FRANCISCO DE WESLACO 2105 N FM 88	L: 38750 B: 2039
DE LA CRUZ FELIX 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0007-00 COLONIA SAN FRANCISCO DE WESLACO 2105 N TEXAS BLVD	L: 38750 B: 26731
DE LA CRUZ FELIX & IRMA 2411 DURANGO DR MISSION TX 78573	S0650-00-000-0008-00 COLONIA SAN FRANCISCO DE WESLACO 105 ADELITA ST	L: 16041 B: 0
DE LA CRUZ FELIX & IRMA 613 S RAUL LONGORIA RD EDINBURG TX 78542	S0650-00-000-0009-00 COLONIA SAN FRANCISCO DE WESLACO 107 ADELITA ST	L: 16041 B: 0
DE LA CRUZ FELIX & IRMA 2411 DURANGO DR MISSION TX 78573	S0650-00-000-0010-00 COLONIA SAN FRANCISCO DE WESLACO 109 ADELITA ST	L: 16043 B: 0
LARA ELEAZAR & LIANA A B PO BOX 1970 DONNA TX 78537	S0650-00-000-0011-00 COLONIA SAN FRANCISCO DE WESLACO 111 ADELITA ST	L: 23682 B: 184718
MDQ INVESTMENTS LLC 54 3RD ST PRESQUE ISLE ME 4769	S0650-00-000-0020-00 COLONIA SAN FRANCISCO DE WESLACO 1909 MARIA ISABEL DR	L: 85142 B: 625387
RANGEL ROBERTO & MELISSA G 2303 FRESNO ST SAN JUAN TX 78589	S0650-00-000-0024-00 COLONIA SAN FRANCISCO DE WESLACO	L: 14018 B: 0
DE LA CRUZ FELIX & IRMA 2411 DURANGO DR MISSION TX 78573	S0650-00-000-0025-00 COLONIA SAN FRANCISCO DE WESLACO 108 ADELITA ST	L: 13306 B: 0
GONZALEZ JUAN & NELDA 3308 ROSEWOOD DR WESLACO TX 78599	S0650-00-000-0026-00 COLONIA SAN FRANCISCO DE WESLACO 110 ADELITA ST	L: 13306 B: 0
SALAS MARIA DEL CARMEN & JESUS 1908 MARIA ISABEL DR WESLACO TX 78599	S0650-00-000-0031-00 COLONIA SAN FRANCISCO DE WESLACO 1908 MARIA ISABEL DR	L: 13929 B: 54302

JAN 20, 2022

WILSON STEVE R & ELSA A	W3800-00-117-0000-04	L: 191252
301 W STEVE DR	WEST TRACT S108'- E660' FT 117	B: 51787
WESLACO TX 78599	K 1.64 AC GR 1.52 AC NET	
	118 W STEVE DR	
WILSON FAMILY TRUST	W3800-00-117-0000-10	L: 498057
301 W STEVE DR	WEST TRACT E10.18AC-W22.82AC FT 117	B: 0
WESLACO TX 78599	0 FM 88	

Rezone

R-1 to R-2 Duplex & Apartments

Legend

 108 W Adelita

Google Earth

W Steve Dr

Texas Blvd



500 ft

ORDINANCE NO. 2022-07

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 108 W ADELITA ST. ALSO BEING LOT 25, SAN FRANCISCO SUBDIVISION, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One Family Dwelling District to R-2 Duplex and Apartment District located at 108 W Adelita St. Also being Lot 25, San Francisco Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of February 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 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: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5179	
From:			
Subject: Discussion and consideration after public hearing on behalf of Oscar Zarate on Ordinance 2022-08 to rezone 1719 W Business 83. Also being 7.092 acres out of Farm Tract 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-08. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-2 Duplex and Apartment District Twelve (12) property owners within 200 feet of the applicant's property were notified by letter on January 21, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on January 17, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of February 2, 2022			
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any: Rezone-1719 W Business 83- Memo, 1719 W Business 83- Attachments, 1719 W Business 83- Aerial, O2022-08 1719 W Business 83- Ordinance			
Responsibilities upon Approval:			

Staff will advise the applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 1719 W Business 83

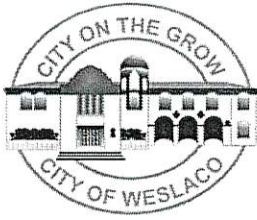
DATE: February 7, 2022

The property owner is proposing an apartment & duplex subdivision and will also include the seven- 7 acres tract immediately south of this site. The developer also intended to sale the front portion of the lot along Business 83 as a commercial pad site. The 2040 Land Use Map has identified this area as a future commercial lot however, the proposed use will conform to the surrounding neighborhood. One petition was received against this item, from Jose Medina, 1725 W Business 83 citing concerns over drainage problems within the area during the 2018 and 2019 storms.

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

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

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

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

FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 7.092 Acres of Land Out of Farm Tract 633 Block _____

Subdivision Name The West And Adams Tract Subdivision

Street Address 1719 W Business 83, Weslaco, TX 78596

Existing Zoning _____ Existing Land Use Raw Land

Proposed Zoning Multi-Family/Commercial Proposed Land Use Multi-Family/Commercial

_____ \$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 Oscar Zarate Phone 956-561-9587

Address 1992 Date Palm Drive Fax: _____

City Mercedes State TX Zip Code 78570 E-Mail: Oscar@zaratehomedesigns.com

OWNER

Name E & O Ventures, FLP Phone 956-345-5917

Address 807 S. KANSAS Fax: _____

City WESLACO State TX Zip Code 78596 E-Mail: NEIGHBORSL@AOL.com

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

Signature Erasmo Alvarez Date 01-04-2022

Signature Oh Date 01/04/2022
Owner
Applicant

Signature _____ Date _____
Authorized Agent

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

January 21, 20212

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 2, 2022, at 5:30pm and the City Commission will also hold a public hearing on February 15, 2022, at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue

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 February 2, 2022. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

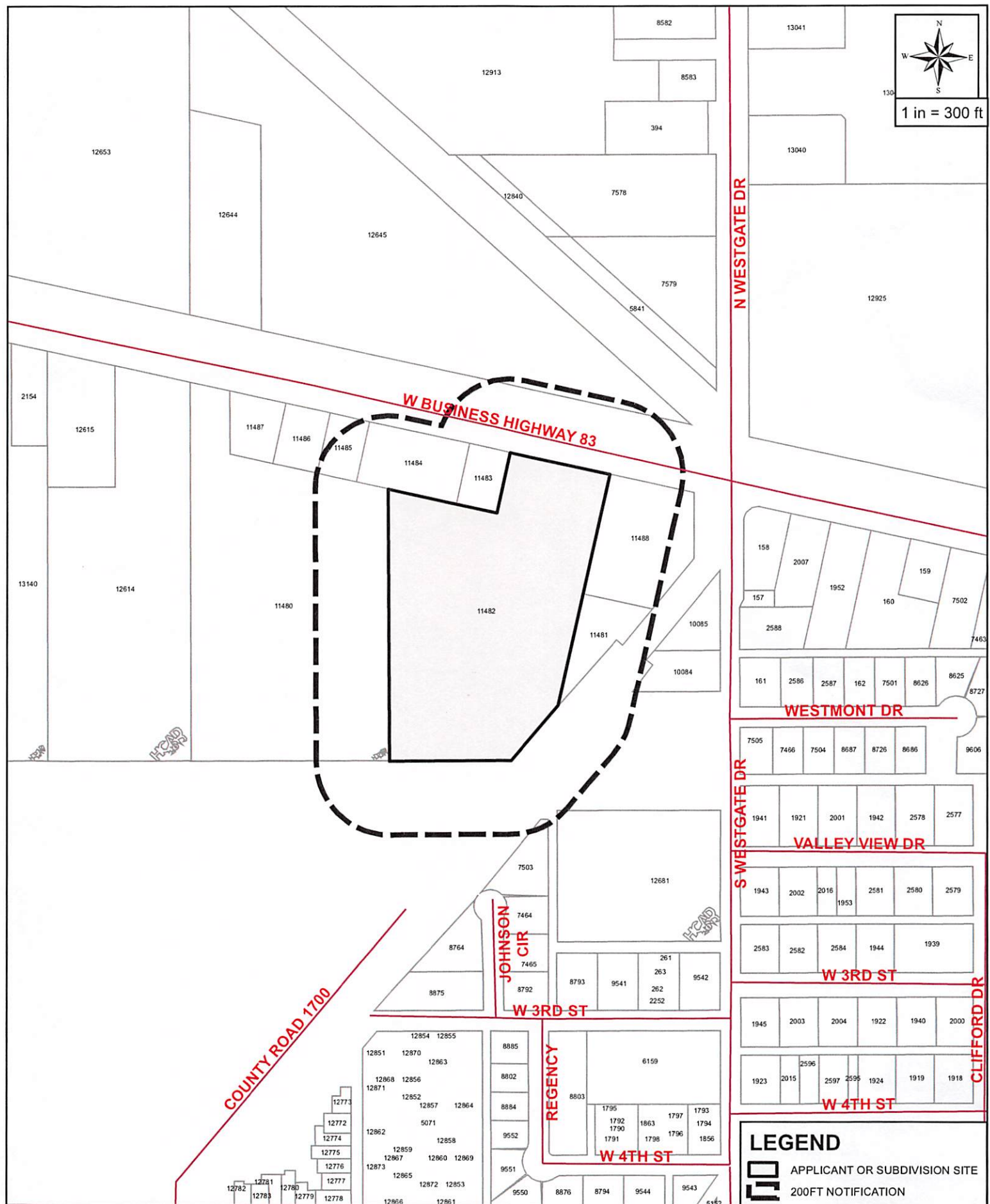
Oscar Zarate is requesting to rezone 1719 W Business 83. Also being 7.092 acres out of Farm Tract 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District.

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

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

Sincerely,

Rebekah de la Fuente, CFM
Planning Director



1719 W BUSINESS 83, WESLACO, TX, 78596, USA

JAN 21, 2022

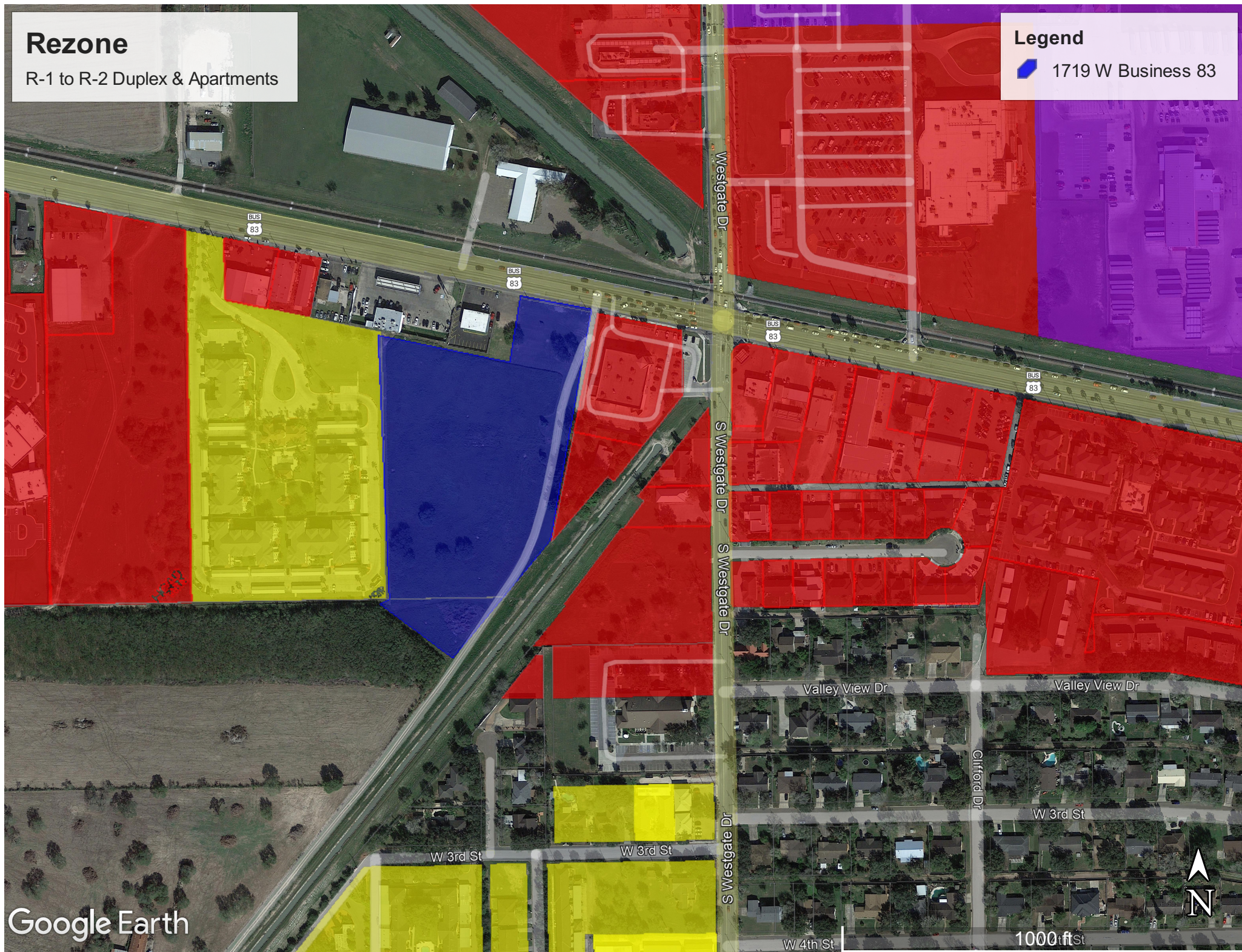
RAMOS YOLANDA LETICIA CANALES ROBERT 201 JOHNSON CIR WESLACO TX 78596	C5700-00-002-0009-00 CLIFFORD LOT 9 BLK 2 201 JOHNSON CIR	L: 30987 B: 106079
GALVAN REVIVAL CHURCH 2731 IRWIN DR SAN ANTONIO TX 78222	W3800-00-150-0000-00 WEST TRACT BLK FT 150 E9.79-11.79 AC 0 US BUS 83	L: 342650 B: 411601
HT GONG REAL ESTATE INVESTMENT 570 EL CAMINO REAL 150-429 REDWOOD CA 94063	W3800-00-633-0000-00 WEST TRACT BNG AN IRR TR 1.41 AC 1705 W EXPRWY 83	L: 552771 B: 1039517
E & O VENTURES FAMILY LP 807 S KANSAS AVE WESLACO TX 78596	W3800-00-633-0000-02 WEST TRACT AN IRR TR 33 7.11AC 1821 W BUS HWY 83	L: 391050 B: 0
VARGAS JUAN & ALICIA 197 LAS PALMAS DR MERCEDES TX 78570	W3800-00-633-0000-03 WEST TRACT 0.34AC 1729 W BUS HWY 83	L: 88860 B: 71283
CASTILLO JOHN L 1813 W BUS 83 WESLACO TX 78596	W3800-00-633-0000-05 WEST TRACT E100'-W450.81'-N150' FT 633 0 US HWY 83	L: 88860 B: 11140
CASTELLANOS JORGE & ANGEL 1604 RICARDO ST WESLACO TX 78599	W3800-00-633-0000-06 WEST TRACT 0.38AC FT 633 1901 W BUS HWY 83	L: 99318 B: 143718
MDC COAST 9 LLC ATTN PM #5987 3200 HACKBERRY RD IRVING TX 75063	W3800-00-633-0000-07 WEST TRACT 0 US HWY 83	L: 213533 B: 215300
MEDINA JUAN & JUANA R PO BOX 433 WESLACO TX 78599	W3800-00-633-0000-08 WEST TRACT S0.50 AC -NE 2AC FT 633 1725 W BUS HWY 83	L: 54450 B: 35368
CARRILLO GABRIEL PO BOX 598 WESLACO TX 78599	W3800-00-634-0000-02 WEST TRACT 0.48AC IRR T 634 197 S WESTGATE DR	L: 150545 B: 161835
WESLACO HILLS APARTMENTS LP 9907 MOORBERRY LN HOUSTON TX 77080	W2246-00-001-0001-00 WESLACO HILLS LOT 1 BLK 1 2101 W BUS HWY 83	L: 727452 B: 2616935
CHURCH OF JESUS CHRIST 50 E NORTH TEMPLE FL 22 SALT LAKE CITY UT 84150	C5700-00-00E-0000-00 CLIFFORD LOT E	L: 392040 B: 602082

Rezone

R-1 to R-2 Duplex & Apartments

Legend

 1719 W Business 83



ORDINANCE NO. 2022-08

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 1719 W BUSINESS 83. ALSO BEING 7.092 ACRES OUT OF FARM TRACT 633, WEST AND ADAMS TRACT SUBDIVISION, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One Family Dwelling District to R-2 Duplex and Apartment District located at 1719 W Business 83. Also being 7.092 acres out of Farm Tract 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of February 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 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: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5181	
From:			
Subject: Discussion and consideration after public hearing on behalf of Rosa Sanchez on Ordinance 2022-09 to rezone 4027 E Expressway 83. Also being lot 4, Dellinger Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to B-2 secondary and highway business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-09. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-2 secondary and highway business district. Ten (10) property owners within 200 feet of the applicant's property were notified by letter on January 21, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on January 17, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of February 2, 2022.			
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval based on 2040 land use map.			
Attachments, if any: Rezone-4027 E Expressway 83- Memo, 4027 E Expressway 83- attachments, 4027 E EXP 83- Aerial, O2022-09 4027 E Expressway 83- Ordinance			
Responsibilities upon Approval:			

Staff will advise the applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 4027 E Expressway 83

DATE: February 7, 2022

The proposed location is the site of an existing used care lot. The property was annexed into the City of Weslaco as part of the 2014 Annexations and came in as an existing business. The property has since changed ownership and the new owner would be trying to get the property zoned appropriately for the type of use. The 2040 Land Use Map has identified this area as a future commercial lot. No petitions were received for or against this item.

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

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

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

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

FILE NO. RZE-000178-2022

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 4 Block _____

Subdivision Name Dellinger Subdivision

Street Address 4027 E Expressway 83 Weslaco Tx 78599

Existing Zoning Residential Existing Land Use Previously a car lot

Proposed Zoning Commercial Proposed Land Use Car lot Business

_____ \$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 Rosa I Sanchez Phone 956-624-5126

Address 124 S Sky Soldier Rd Fax: _____

City Weslaco State Tx Zip Code 78596 E-Mail: Zule-11193@yahoo.com

OWNER

Name Rosa I Sanchez Phone 956-624-5126

Address 124 S Sky Soldier Rd Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: Zule-11193@yahoo.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 Rosa I Sanchez Date 1/12/22
Owner

Signature Rosa I Sanchez Date 1/12/22
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

CITY OF WESLACO

956-968-3181

***** REPRINT RECEIPT*****

REC#: 02843546 1/12/2022 1:04 PM

OPER: NV TERM: 041

REF#:

PAID BY:

ACCT #: XXXX-XXXX-XXXX-0312

AUTH #: 02858C

TRAN #: 000000003111

TYPE: PURCHASE

TRAN: 800.0000 ENERGOV PAYMENT

INV-00005550 305.00CR

SANCHEZ, ROSA

CAINVOICEFEE 300.00CR

CAINVOICEFEE 5.00CR

TENDERED: 305.00 CREDIT CARD

APPLIED: 305.00-

CHANGE: 0.00

255 S. KANSAS AVE

Revised Form December 6, 2016

I-3128 ■ WWW.WESLACOTX.GOV

Please do not alter this application.

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

January 21, 20212

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 2, 2022, at 5:30pm and the City Commission will also hold a public hearing on February 15, 2022, at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue

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 February 2, 2022. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

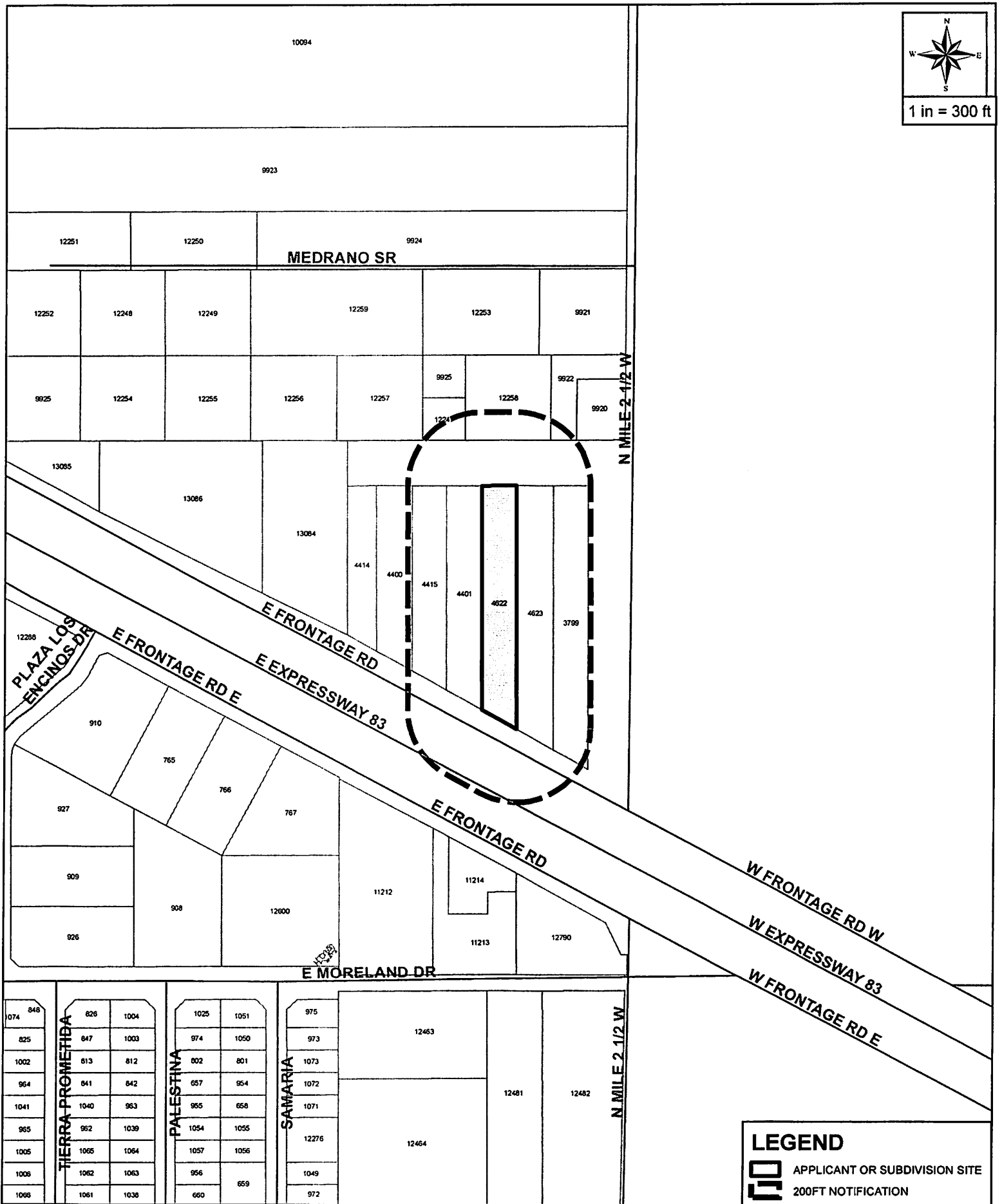
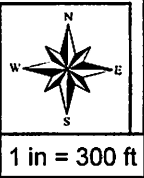
Rosa Sanchez is requesting to rezone 4027 E Expressway 83. Also being lot 4, Dellinger Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to B-2 secondary and highway business district.

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

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

Sincerely,

Rebekah de la Fuente, CFM
Planning Director



4027 E EXPRESSWAY 83, WESLACO, TX, 78599, USA

4027

City of Weslaco Code Enforcement Dept.

JAN 20, 2022

WESLACO ISD TRUSTEE PO BOX 178 EDINBURG TX 78540	A0800-00-000-1034-00 ADAMS TRACT W207'-E415'-S208'-S20AC AC NET	L: 52280 B: 0
ARANDA ALEJANDRO PO BOX 1332 MERCEDES TX 78570	A0800-00-000-1034-01 ADAMS TRACT E208'-S208' EXC 4 0.50AC	L: 41818 B: 26325
BENFORD TRAVIS E 11408 BLAIRVIEW LN AUSTIN TX 78748	A0800-00-000-1034-05 ADAMS TRACT S1/2 BEING 034 0.25AC NET	L: 13070 B: 1802
ZUNIGA MARIA DOLORES & MELISSA 4010 MEDRANO SR WESLACO TX 78596	A0800-00-000-1034-06 ADAMS TRACT W208'-E727'-S208'-S20AC AC GR 0.92AC NET	L: 13229 B: 12978
TEMPLO DEL ESPIRITU SANTO 1030 JONES AVE MERCEDES TX 78570	D3300-00-000-0002-00 DELLINGER LT 2	L: 220418 B: 131488
CORONADO FERNANDO & 2107 E MILE 11 N DONNA TX 78537	D3300-00-000-0003-00 DELLINGER LT 3	L: 206360 B: 65904
CAMERON CAMERINO & JUANITA 4027 E EXPRESSWAY 83 WESLACO TX 78599	D3300-00-000-0004-00 DELLINGER LT 4	L: 192302 B: 48654
SALINAS DANIEL A 4023 E EXPRESSWAY 83 WESLACO TX 78599	D3300-00-000-0005-00 DELLINGER LT 5	L: 124227 B: 69844
CAMERON FRANCISCO G 610 SILVA DR WESLACO TX 78596	D3300-00-000-0006-00 DELLINGER LT 6	L: 164184 B: 44238
BLANCO RAMON & PATRICIA 2610 WILDWOOD RD WESLACO TX 78596	D3300-00-000-0007-00 DELLINGER LT 7	L: 150127 B: 64514

DUPLICATE TAX RECEIPT



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

Certified Owner:

CAMERON CAMERINO & JUANITA
4027 E EXPRESSWAY 83
WESLACO, TX 78599-2513

Legal Description:

DELLINGER LT 4

Parcel Address: 4027 E EXPWY 83
Legal Acres: 1.2263

Remit Seq No: 47942863
Receipt Date: 11/02/2021
Deposit Date: 11/02/2021
Print Date: 01/12/2022 12:34 PM
Printed By: OFELIA168

Deposit No: WS21306132A
Validation No: 900000061358916
Account No: D3300-00-000-0004-00
Operator Code: CATALINAR132

Appr. Dist. No.: 158499

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2021	Hidalgo County	TL	240,956	0.575000	1,385.50	0.00	0.00	1,385.50
2021	Drainage Dist #1	TL	240,956	0.126400	304.57	0.00	0.00	304.57
2021	City Of Weslaco	TL	240,956	0.696700	1,678.74	0.00	0.00	1,678.74
2021	Weslaco Isd	TL	240,956	0.980700	2,363.06	0.00	0.00	2,363.06
2021	South Texas Isd	TL	240,956	0.049200	118.55	0.00	0.00	118.55
2021	South Texas College	TL	240,956	0.171500	413.24	0.00	0.00	413.24
					\$6,263.66	\$0.00	\$0.00	\$6,263.66

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Check Number(s):
13227

PAYMENT TYPE:

Checks: \$6,263.66

Exemptions on this property:

Total Applied: \$6,263.66

Change Paid: \$0.00

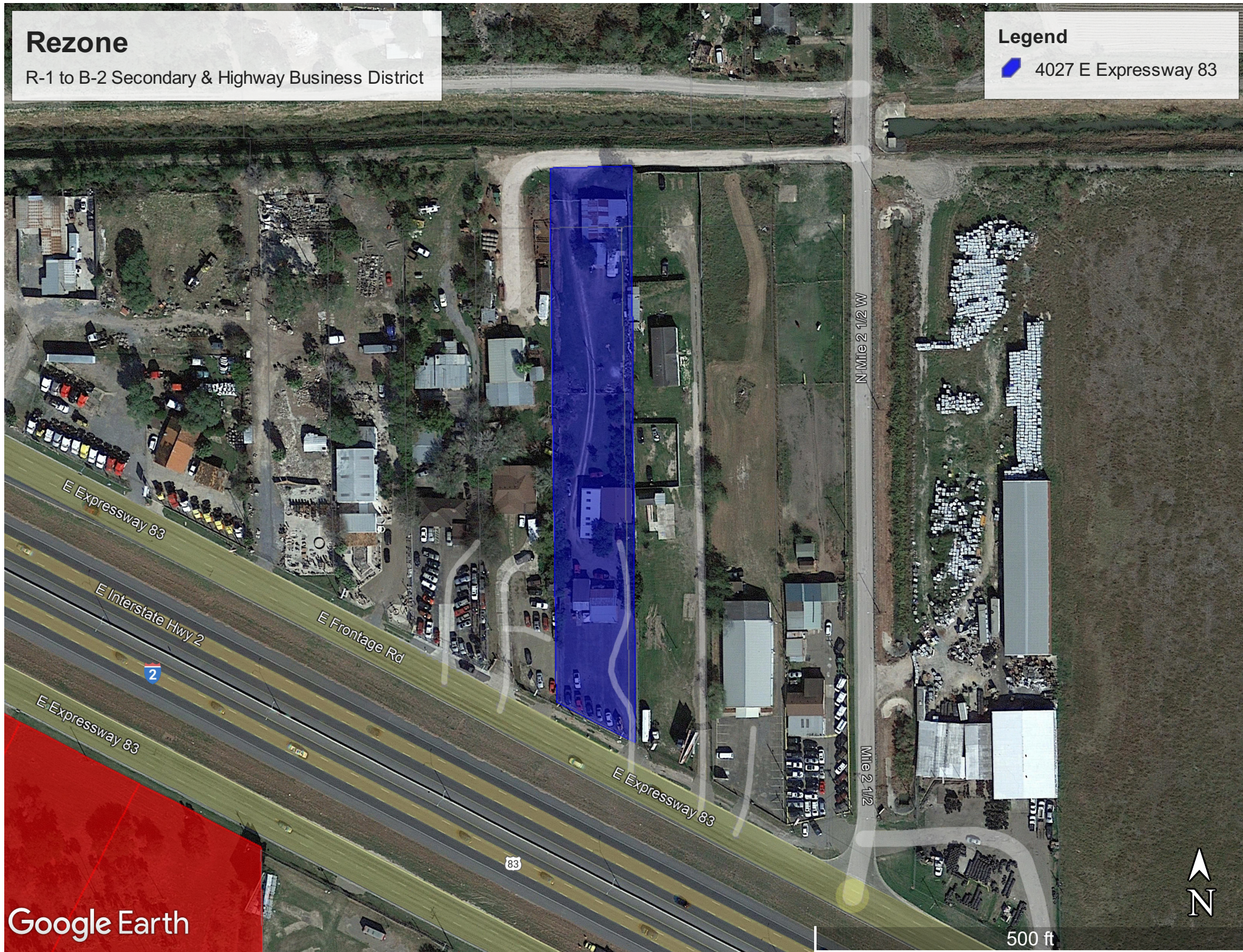
Account No: D3300-00-000-0004-00
PAYER: 22684790
JONES GALLIGAN KEY & LOZANO LLP
ATTORNEYS AT LAW TRUST
PO DRAWER 1247
WESLACO, TX 78599

Rezone

R-1 to B-2 Secondary & Highway Business District

Legend

 4027 E Expressway 83



ORDINANCE NO. 2022-09

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 4027 E EXPRESSWAY 83. ALSO BEING LOT 4, DELLINGER SUBDIVISION, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT TO B-2 SECONDARY AND HIGHWAY BUSINESS DISTRICT 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 B-2 secondary and highway business district located at 4027 E Expressway 83. Also being lot 4, Dellinger Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of February 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 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: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5182
From:		
Subject: Discussion and consideration to approve the Final Plat for Kingdom Estates Subdivision— being a 26.20 acre tract of land out of Farm Tracts 221, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately on the west side of Mile 6 ½ W, 757.92 Ft South of Mile 11 North and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: The proposed forty-four (44) lot subdivision is located outside the City of Weslaco. This subdivision is being serviced with water by the North Alamo Water Supply Company through a 4" waterline and sewer by OSSF. The property is within a Flood Zone "X". Applicant is requesting a variance for OSSF and off-site drainage and has provided letters of support.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat and the variance requests at their regular meeting of February 2 , 2022.		
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of Final Plat and compliance with the ordinance on the variance.		
Attachments, if any: Kingdom Estates- Final Plat- Memo, KINGDOM ESTATES-Applications , Drianage report, Kingdom Estates- Plat sheets, Kingdom Estates- Aerial		
Responsibilities upon Approval:		

Staff will advise the applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Kingdom Estates-Final Plat

DATE: February 7, 2022

The proposed use for the 44-lot subdivision will be a one-family dwelling residential development, located outside the Weslaco City limits. The developer has requested two variances for this subdivision. The first variance is to allow for the placements of OSSF, the nearest sanitary sewer line is 3.5 miles south located on the intersection of Westgate Drive and Mile 10 North. The second variance to allow for off-site drainage within the existing adjacent drainage canal and the developer has obtained the letters of supports from the Irrigation and Drainage District. The developer has complied with all staff and Planning & Zoning Commission comments.

Thank you,

Rebekah de la Fuente, CFM



SUBDIVISION PLATTING APPLICATION

PIAT-000154-2021

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. _____

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

STAFF USE ONLY

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

GENERAL INFORMATION

Name of Subdivision: KINGDOM ESTATES

Location: WEST SIDE OF HIGHWAY 6 1/2 WEST, 757.92 FEET SOUTH OF HIGHWAY 11 NORTH

Legal Description: A 26.20 ACRE TRACT OF LAND OUT OF FARM TRACT 221, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS

Is subdivision inside city limits? ☐ YES ☒ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: _____

Existing Land Use: VACANT Proposed Land Use: RESIDENTIAL

Number of Lots Proposed: 44 Gross Acreage: _____

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: Daniel Guerra Telephone: 956-630-0216

Address: 2406 Esperanza South Fax: _____

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

ENGINEER INFORMATION

Name: Willie Arreola Telephone: 956-784-0218

Address: 520 N. 5th St. Fax: _____

City: Poona State: TX Zip: 78537 E-mail: naimeengineering@yahoo.com

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

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

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

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

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

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

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

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

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

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: D. A. W.S.C.

☒ YES ☐ NO Wastewater Provision: OSSF

☒ YES ☐ NO Electric Company: MAGIC VALLEY

☐ YES ☒ NO Phone Utility

☐ YES ☒ NO Gas Utility

☐ YES ☒ NO Cable Utility

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District #1

☒ YES ☐ NO Irrigation District No. 9

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

\$350.00 Planning Review fee

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

Contours

Flood Zones

Adjoiners

Existing street names

Drainage plans and calculations with engineer's seal

Elevations

Flood directional arrows

Detention areas

Street names

Proof of ownership of the property

If septic tank system required, submit soil evaluation report

Water Rights associated with the property

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

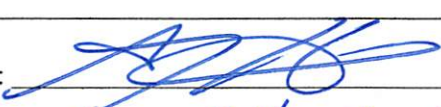
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

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

Owner Printed Name: Danny Guerra

X Owner Signature:  Date: 11-18-21

_____ is the authorized agent

Authorized Agent Signature:  Date: 11/18/21

Authorized Agent Printed Name: Albert Hanks

THIS PAGE FOR STAFF USE ONLY

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

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET, DONNA, TEXAS. 78537 PH. (956) 784-0218
FIRM No. F-9050

DRAINAGE REPORT
For
KINGDOM ESTATES

Prepared by : Guillermo A. Arratia, P.E.



Guillermo A. Arratia, P.E.
9/5/21

INDEX OF SHEETS

- 1. Cover Sheet**
- 2. Index of Sheets**
- 3. Drainage Report**
- 4. Drainage Calculations – Exhibit “A”**
- 5. Rainfall Intensity Table**
- 6. Runoff Coefficient Table**
- 7. Location Map – Exhibit “B”**
- 8-9 FEMA Map Location “Exhibit “C”**
- 10-11 Soil Map – Exhibit “D”**

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
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FIRM No. F-9050

DRAINAGE REPORT
For
KINGDOM ESTATES

I. PROJECT LOCATION

A 26.20 acre Tract of land out of Farm Tract 221, West Tract Subdivision, according to the map recorded in volume 2, pages 34-37, map records, Hidalgo County, Texas. Property I.D. 630569,624286 and 324904 and is located on the west side of Mile 6 ½ North Road, 757.92 feet south of W. Mile 11 North Road, and is located in the County of Hidalgo and lies within the 3.5 mile ETJ of the city of Weslaco. (Refer to Exhibit B).

II. FLOOD PLAIN

The subject tract lies in Zone "X", Areas determined to be outside 500-year flood plain . F.E.M.A.-F.I.R.M. Map No. 480334 0450 C, Map Revised June 6, 2000. Map Revised to Reflect LOMR: Effective: October 5, 2018. (Refer to Exhibit C).

III. SOIL CONDITIONS

A review of the Soil Survey of Hidalgo County indicates the subject tract lies in an area of predominantly Hidalgo (25) (28) sandy clay loam soil that has a pour low shrink-swell potential and is listed in Hydrological Group B. (Refer to Exhibit D)

IV. EXISTING CONDITIONS

The subject tract is currently undeveloped. The existing terrain has a grade of approximately (0.1%). Existing runoff (8.91 cfs) from the site is by form of sheet flow runs towards the east side of this tract.

V. PROPOSED CONDITIONS

The proposed conditions for this subject tract is for 44 lots for residential use. The storm runoff after development will be increase 12.09 cfs for a total 21.0 cfs, I have calculated that 84,104 cf of storm runoff for a 50 year design frequency, and will be out falling into a proposed storm sewer system pipes ranging from 18" to 30" RCP with curb inlets and out falling into Drain Ditch located on the west side of this subdivision and owned by H.C.C.I.D No.9. and will be dedicated to H.C.D.D. No. 1. Detention of 84,104 CF will be accomplished by excavating this volume on the existing Drain Ditch.

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☒ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☒ DISTRICT FACILITY	
☐ CITY FACILITY	
☐ OTHER	
<i>Hector Garcia</i>	<i>9/24/21</i>
H.C.D.D. NO. 1	DATE



Guillermo A. Arratia, P.E.
9/5/21

DRAINAGE CALCULATIONS EXHIBIT "A"
KINGDOM ESTATES

AREA= 26.2 Ac.

TxDOT Intensity Constants for $I=b/(T_c+d)^e$

Existing Conditions

Length= 1800 ft.
Slope= 0.1 %
Cexist.= 0.2
Time of Concentration= 148 min.
Texist. = 148 min.
Iexist.= 1.70 in/hr
Qexist.= 8.91 cfs.

10 year storm

b= 87
e= 0.778
d= 9.2

Proposed Conditions

Length= 1800 ft.
Slope= 0.15 %
Cfut.= 0.3
Time of Concentration= 115 min.
Tfut.= 115 min.
Ifut.= 2.67 in/hr
Qfut.= 21.0 cfs.
Qin= 7.86 i

50 year storm

b= 99
e= 0.749
d= 9.2

tp (Min.)	I50 (in/hr)	Qin (cfs)	Vin (cubic ft.)	Qout (cfs)	Vout (cubic ft.)	Ev (cubic ft.)
10	10.83	85.09	51052	8.91	33406	17,647
20	7.91	62.16	74588	8.91	36079	38,509
30	6.34	49.85	89734	8.91	38751	50,983
40	5.35	42.05	100922	8.91	41424	59,498
50	4.66	36.61	109827	8.91	44097	65,730
60	4.14	32.57	117252	8.91	46770	70,482
70	3.75	29.44	123641	8.91	49443	74,198
80	3.43	26.93	129263	8.91	52115	77,148
90	3.16	24.87	134296	8.91	54788	79,508
110	2.76	21.67	143044	8.91	60134	82,911
120	2.60	20.40	146911	8.91	62807	84,104

Storage Requires= 84,104 cubic feet = 1.93 ac-ft



Guillermo A. Arratia, P.E.
9/5/21

Table 5.7. Runoff Coefficients for Rational Formula (ASCE, 1960)

Type of Drainage Area	Runoff Coefficient
Business:	
Downtown area	0.70-0.95
Neighborhood areas	0.50-0.70
Residential:	
Single-family areas	0.30-0.50
Multi-units, detached	0.40-0.60
Multi-units, attached	0.60-0.75
Suburban	0.25-0.40
Apartment dwelling areas	0.50-0.70
Industrial:	
Light areas	0.50-0.80
Heavy areas	0.60-0.90
Parks, cemeteries	0.10-0.25
Playgrounds	0.20-0.40
Railroad yard areas	0.20-0.40
Unimproved areas	0.10-0.30
Lawns:	
Sandy soil, flat, < 2%	0.05-0.10
Sandy soil, average, 2 to 7%	0.10-0.15
Sandy soil, steep, > 7%	0.15-0.20
Heavy soil, flat, < 2%	0.13-0.17
Heavy soil, average 2 to 7%	0.18-0.22
Heavy soil, steep, > 7%	0.25-0.35
Streets:	
Asphalt	0.70-0.95
Concrete	0.80-0.95
Brick	0.70-0.85
Drives and walks	0.75-0.85
Roofs	0.75-0.95

TABLE 6. CONSTANTS FOR USE IN FORMULA $I = b/(t_c + d)^e$ (Continued)

COUNTY	2 year			5 year			10 year			25 year			50 year			100 year		
	a	b	d	a	b	d	a	b	d	a	b	d	a	b	d	a	b	d
Hemphill	0.845	56	10.6	0.851	76	10.7	0.842	87	10.7	0.843	103	10.7	0.840	115	10.7	0.847	132	10.6
Henderson	0.800	60	8.7	0.796	77	9.0	0.770	79	9.0	0.773	93	9.0	0.752	93	9.0	0.749	102	8.7
Hidalgo	0.831	74	9.6	0.795	80	9.2	0.778	87	9.2	0.771	98	9.2	0.745	99	9.2	0.740	103	9.6
Hill	0.799	57	8.2	0.790	72	8.8	0.777	78	8.8	0.773	91	8.8	0.764	98	8.8	0.759	105	8.2
Hockley	0.832	46	9.9	0.832	60	10.0	0.807	64	10.0	0.812	78	10.0	0.810	87	10.0	0.817	101	9.9
Hood	0.782	48	7.7	0.773	63	8.3	0.773	75	8.3	0.782	90	8.3	0.773	98	8.3	0.766	105	7.7
Hopkins	0.788	54	8.3	0.783	70	9.1	0.775	77	9.1	0.767	88	9.1	0.754	93	9.1	0.750	100	8.3
Houston	0.797	63	8.2	0.780	73	8.3	0.757	78	8.3	0.748	86	8.3	0.740	93	8.3	0.727	94	8.2
Howard	0.805	42	9.2	0.800	56	10.1	0.802	65	10.0	0.796	76	10.1	0.791	86	10.1	0.788	95	9.2
Hudspeth	0.800	27	9.4	0.840	44	11.4	0.827	50	11.4	0.819	60	11.4	0.856	78	11.4	0.833	77	7.4
Hunt	0.793	55	8.4	0.785	69	9.2	0.783	80	9.2	0.776	93	9.2	0.764	99	9.2	0.758	104	8.4
Hutchinson	0.860	56	10.4	0.844	70	11.0	0.837	80	11.0	0.851	100	11.0	0.863	121	11.0	0.837	115	10.4
Irion	0.780	37	8.1	0.789	55	9.6	0.775	61	9.6	0.783	77	9.6	0.759	81	9.6	0.770	90	8.1
Jack	0.789	48	8.5	0.779	63	8.5	0.786	75	8.5	0.782	88	8.5	0.782	98	8.5	0.775	109	8.5
Jackson	0.809	68	8.8	0.769	73	8.5	0.757	80	8.5	0.745	89	8.5	0.737	95	8.5	0.720	97	8.8
Jasper	0.782	66	8.1	0.743	65	7.4	0.736	73	7.4	0.719	78	7.4	0.715	84	7.4	0.700	87	8.1
Jeff Davis	0.821	35	9.6	0.865	63	10.8	0.853	69	10.8	0.802	65	10.8	0.818	77	10.8	0.832	93	9.6
Jefferson	0.799	74	9.2	0.733	65	7.5	0.727	74	7.5	0.730	86	7.5	0.710	87	7.5	0.687	84	9.2
Jim Hogg	0.831	73	9.4	0.813	82	9.4	0.786	87	9.4	0.780	98	9.4	0.756	99	9.4	0.750	104	9.4
Jim Wells	0.825	71	9.4	0.797	79	8.9	0.765	80	8.9	0.768	94	8.9	0.748	98	8.9	0.740	102	9.4
Johnson	0.789	52	8.1	0.779	67	8.6	0.773	77	8.6	0.776	90	8.6	0.771	99	8.6	0.763	106	8.1
Jones	0.780	41	8.5	0.771	55	9.0	0.794	73	9.0	0.780	82	9.0	0.803	102	9.0	0.784	104	8.5
Karnes	0.800	60	8.8	0.791	75	8.9	0.766	77	8.9	0.767	91	8.9	0.751	95	8.9	0.749	106	8.8
Kaufman	0.797	57	8.6	0.790	72	9.0	0.776	80	9.0	0.777	93	9.0	0.763	98	9.0	0.757	104	8.6
Kendall	0.791	53	8.6	0.771	64	8.3	0.773	74	8.3	0.764	84	8.3	0.762	94	8.3	0.763	104	8.6
Kenedy	0.826	73	9.2	0.793	79	8.7	0.771	84	8.7	0.763	94	8.7	0.735	96	8.7	0.731	100	9.2
Kent	0.801	43	9.0	0.801	60	10.0	0.796	70	10.0	0.806	85	10.0	0.798	93	10.0	0.798	104	9.0
Kerr	0.789	49	8.4	0.765	58	8.0	0.764	69	8.0	0.763	80	8.0	0.761	91	8.0	0.768	104	8.4
Kimble	0.775	42	8.2	0.758	53	7.6	0.763	66	7.6	0.757	75	7.6	0.742	88	7.6	0.768	100	8.2
King	0.804	45	9.4	0.794	59	9.6	0.804	74	9.6	0.802	87	9.6	0.811	103	9.6	0.802	111	9.4
Kitney	0.812	53	8.8	0.780	62	8.0	0.773	70	8.0	0.777	82	8.0	0.790	97	8.0	0.781	108	8.8
Kleberg	0.826	72	9.4	0.794	79	8.7	0.764	81	8.7	0.761	93	8.7	0.739	96	8.7	0.731	99	9.4
Knox	0.800	46	9.4	0.788	58	9.3	0.801	76	9.3	0.798	88	9.3	0.809	104	9.3	0.798	111	9.4
Lamar	0.783	53	8.2	0.777	66	8.9	0.770	74	8.9	0.769	87	8.9	0.759	93	8.9	0.752	98	8.2
Lamb	0.837	47	10.1	0.826	60	9.5	0.800	63	9.6	0.821	80	9.6	0.818	88	9.6	0.820	103	10.1

9



MILE	6 1/2 WEST
------	------------

rule $\leq 1/2$ west

82

81

F. T. 231

F. T. 230

MILE 11 NORTH RD.

F. T. 201

200

F. T. 202

F. T. 199

F. T. 219

F. T. 203

F T 19
RAMOS, MARCOS & ERIC



CASTELLANOS SU

11

	COTI
--	------

COTTON	
ESTATES	
PH. II	
DENTLEY DR.	
12	11

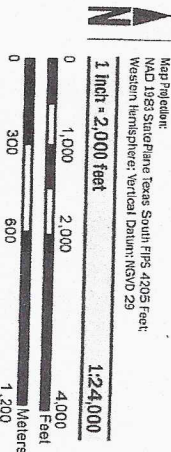
EXHIBIT "C"

JOINS PANEL 0425

4



SCALE



NATIONAL FLOOD INSURANCE PROGRAM

HIDALGO COUNTY, TEXAS
(Unincorporated Areas)

(SEE MAP INDEX FOR PANELS NOT PRINTED)



National Flood Insurance Program

**REVISED TO
REFLECT LOMR
EFFECTIVE: October 5, 2018**

COMMUNITY - PANEL NUMBER
480334 0450 C
MAP REVISED
JUNE 6, 2000

**SPECIAL FLOOD
HAZARD AREAS**



Without Base Flood Elevation (BFE)
200 ft, 400 ft, 600 ft, 800 ft, 1000 ft

With BFE or Depth 200 ft, 40 ft, 60 ft, 80 ft, 100 ft, 120 ft, 140 ft, 160 ft, 180 ft, 200 ft, 220 ft, 240 ft, 260 ft, 280 ft, 300 ft, 320 ft, 340 ft, 360 ft, 380 ft, 400 ft, 420 ft, 440 ft, 460 ft, 480 ft, 500 ft, 520 ft, 540 ft, 560 ft, 580 ft, 600 ft, 620 ft, 640 ft, 660 ft, 680 ft, 700 ft, 720 ft, 740 ft, 760 ft, 780 ft, 800 ft, 820 ft, 840 ft, 860 ft, 880 ft, 900 ft, 920 ft, 940 ft, 960 ft, 980 ft, 1000 ft

Regulatory Floodway

**OTHER AREAS OF
FLOOD HAZARD**



0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X

Future Conditions 1% Annual Chance Flood Hazard Zone X

Area with Reduced Flood Risk due to levee See Notes, Zone X

LEGEND



SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE A99** To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood with velocity hazard (wave action); base flood elevations determined.



FLOODWAY AREAS IN ZONE AE



OTHER FLOOD AREAS

ZONE X Areas of 500-year flood, areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 100-year flood.



OTHER AREAS

ZONE X Areas determined to be outside 500-year floodplain.

ZONE D Areas in which flood hazards are undetermined.

UNDEVELOPED COASTAL BARRIERS



Identified
1983



Identified
1990



Unavailable
Protected Area

Coastal barrier areas are normally located within or adjacent to special flood hazard areas.



Floodplain Boundary



Floodway Boundary



Zone D Boundary



Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones



Base Flood Elevation line; Elevation in Feet *



cross Section Line
Base Flood Elevation in Feet Where Uniform
Within Zone *

(EL 287)

RM 7.5

Elevation Bench Mark (See notes below)

• M1.5

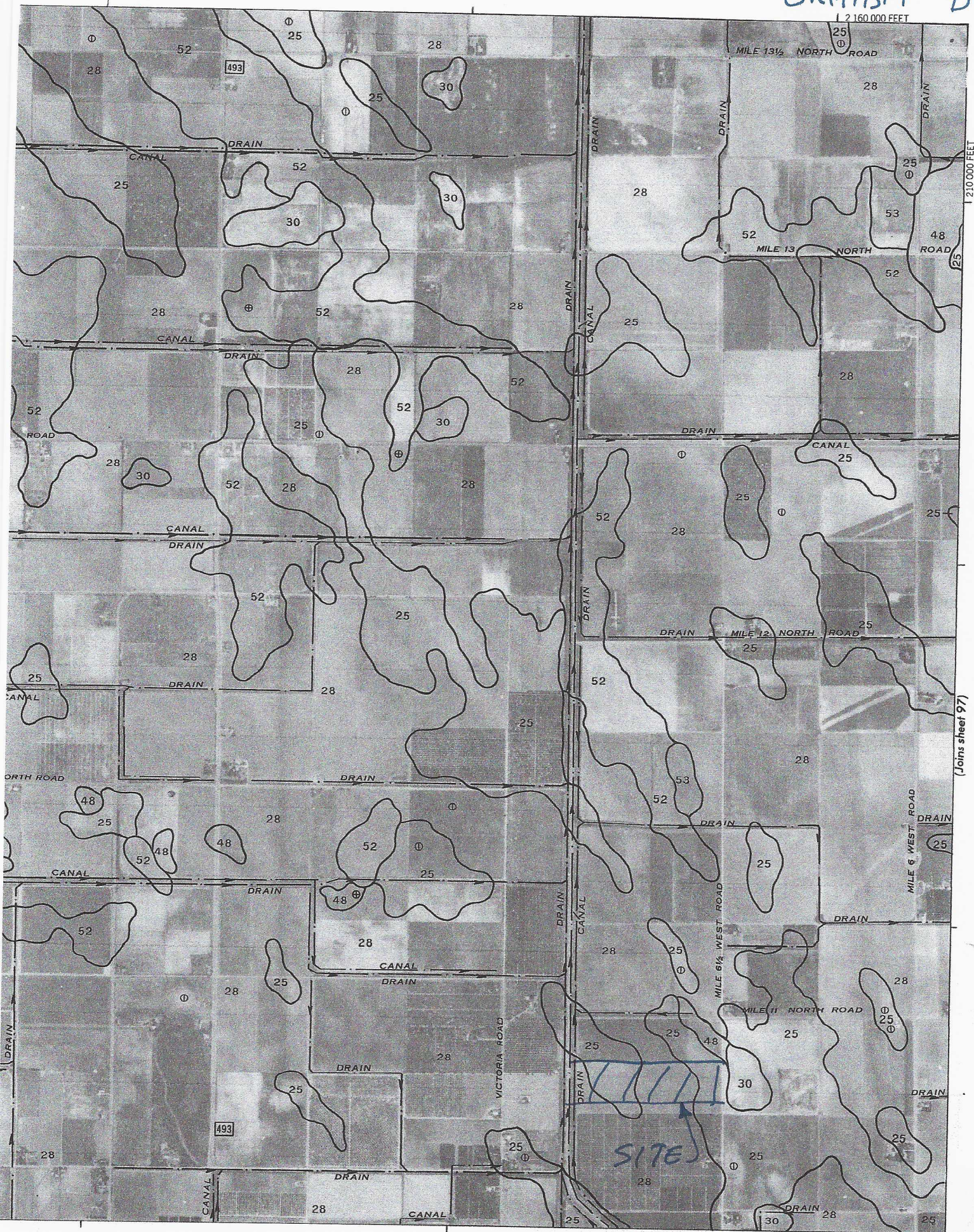
River Mile

Referenced to the National Geodetic Vertical Datum of 1929

NOTES

This map is for use in administering the National Flood Insurance Program; it does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size, or all planimetric features outside Special Flood Hazard Areas. The community map reviewers should be consulted for more detailed data on RFF's and

EXHIBIT "D"



(Joins sheet 97)

TABLE 18.--SOIL AND WATER FEATURES

["Flooding" and "water table" and terms such as "rare," "brief," "apparent," and "perched" are explained in the text. The symbol > means more than. Absence of an entry indicates that the feature is not a concern]

Map symbol and soil name	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness	Uncoated steel	Concrete
1.* Arents					Ft			In			
2----- Benito	D	Occasional	Long-----	Sep-May	4.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
3, 4----- Brennan	B	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
5, 6----- Camargo	B	Rare-----	Brief-----	Sep-May	>6.0	---	---	---	---	Moderate	Low.
7----- Cameron	D	None-----	---	---	5.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
8----- Comitas	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
9, 10, 11----- Delfina	B	None-----	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
12----- Delmita	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
13:* Delmita-----	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
----- Randado-----	C	None-----	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
14----- Falfurrias	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
15**----- Grulla	D	Frequent-----	Very long	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
16, 17, 18----- Hargill	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
19----- Harlingen	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
20----- Harlingen	D	None-----	---	---	5.0-6.0	---	---	---	---	High-----	Moderate.
21:* Harlingen-----	D	None to rare	---	---	>6.0	---	---	---	---	High-----	Low.
----- Urban land.											
22, 23, 24----- Hebbronville	B	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
25, 26, 27, 28, 29----- Hidalgo	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
30----- Hidalgo	B	None-----	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
31:* Hidalgo-----	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
----- Urban land.											
32:* Jimenez-----	C	None-----	---	---	>6.0	---	---	7-20	Thin	High-----	Low.

See footnotes at end of table.

USGS MAP

9
N

MICE C 1/2 WEST

MICE 11

SITE



LEGEND
Found 1/2" iron rod
Set 1/2" iron rod with a
plastic cap stamped "R&A"
Power pole
Stand pipe
Water meter
Irrigation valve
Chain link fence
Hogwire fence
Iron fence
Electrical box

SC: 1" = 100'

STONE OAKS SUBDIVISION
DOC. *

W. MILE 11 NORTH ROAD

N.E. COR.
F.T. 221
FND. NAL
BM 1777.37

KINGDOM ESTATES

A 26.20 ACRE TRACT OF LAND OUT OF FARM
TRACT 221, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2,
PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

BEING 26.20 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS OUT OF FARM
TRACT 221, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2,
PAGES 34-37, OF THE HIDALGO COUNTY MAP RECORDS AND SAID 26.20 ACRE TRACT
BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE EAST LINE OF FARM TRACT
221 AND IN THE CENTERLINE OF MILE 6 1/2 WEST ROAD FOR THE NORTHEAST CORNER
OF THIS TRACT HEREIN DESCRIBED:

THENCE: SOUTH, ALONG THE EAST LINE OF FARM TRACT 221 AND THE CENTERLINE OF
MILE 6 1/2 WEST ROAD, A DISTANCE OF 562.08 FEET TO A COTTON PICKER SPINDLE
FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED:

THENCE: WEST, ALONG THE SOUTH LINE OF FARM TRACT 221, PASSING A 1/2" IRON ROD
FOUND AT 20.00 FEET FOR THE WEST R.O.W. LINE OF MILE 6 1/2 WEST ROAD, AT A
DISTANCE OF 1993.60 FEET PASS A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED
"R&A" FOUND FOR REFERENCE AND CONTINUING FOR A TOTAL DISTANCE OF 2033.60
FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID FARM TRACT 221 AND THE
SOUTHWEST CORNER OF THIS TRACT HEREIN DESCRIBED:

THENCE: N 0° 38' 33" E, 562.08 FEET, WITH THE WEST LINE OF SAID FARM TRACT 221
AND ALONG A DRAIN DITCH TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT
HEREIN DESCRIBED:

THENCE: EAST, AT A DISTANCE OF 40.00 FEET PASS A 1/2" IRON ROD WITH A PLASTIC CAP
STAMPED "R&A" FOUND FOR REFERENCE, AT A DISTANCE OF 2007.30 FEET PASS A 1/2"
IRON ROD WITH A PLASTIC CAP STAMPED "R&A" FOUND FOR THE WEST R.O.W. LINE
OF MILE 6 1/2 WEST ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 2027.30 FEET
TO THE POINT OF BEGINNING AND CONTAINING 26.20 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
WE DANIEL GUERRA, DELIA GUERRA AND JUAN GUERRA OWNERS OF THE 26.20 ACRES TRACT
OF LAND ENCOMPASSED WITHIN THE PROPOSED "KINGDOM ESTATES" HEREBY
SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC
USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL
GOVERNMENT CODE § 232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE
MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE
MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET,
MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET,
THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: DANIEL GUERRA
ADDRESS: 2406 ESPERANZA SOUTH
WESLACO, TEXAS. 78596

OWNER: DELIA GUERRA
ADDRESS: 2406 ESPERANZA SOUTH
WESLACO, TEXAS. 78596

OWNER: JUAN GUERRA
ADDRESS: 2406 ESPERANZA SOUTH
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED
DANIEL GUERRA, DELIA GUERRA AND JUAN GUERRA PROVED TO BE THROUGH THEIR TEXAS
SUBSCRIBED OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS
TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR
STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED
THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIM, P.E., C.F.M.

DATE

GENERAL MANAGER
THIS PLAT IS APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

DATED THIS _____ DAY OF _____, 2022

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT
No. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.I.D. No. 9
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER
THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
- H.C.I.D. No. 9 WILL NOT BE RESPONSIBLE FOR STORM DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS
SUBDIVISION, AS WELL AS H.C.I.D. No. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT
WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.
- H.C.I.D. No. 9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS
DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING
CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

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

MAYOR, CITY OF WESLACO DATE _____ CITY SECRETARY DATE _____

THIS SUBDIVISION PLAT OF KINGDOM ESTATES BEEN SUBMITTED
TO THE PLANNING COMMISSION OF THE CITY OF WESLACO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, 2022 A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

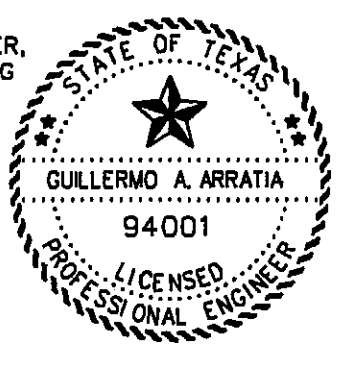
I, THE UNDERSIGNED, REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN
THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS
CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY
MADE UNDER MY SUPERVISION ON THE GROUND.

REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR • 4032
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS. 78596
PH. 956-968-2422

STATE OF TEXAS
COUNTY OF HIDALGO

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

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537



INDEX TO SHEET OF KINGDOM ESTATES	
HEADINGS: INDEX; LOCATION MAP AND ETC; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY AND DESIGNATION OF THE PRECINCT THE PROJECT IS SITUATED H.C.I.D. CERTIFICATION; H.C.I.D. No. 9 CERTIFICATE OF APPROVAL; REVISION NOTES, H.C.I.D. CITY PLANNING AND CITY COMMISSION'S CERTIFICATION AND CITY COUNCIL CERTIFICATION	
SHEET 1	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND EXHAUSTS CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
SHEET 2	DRAINAGE REPORT, INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS
SHEET 3	

- GENERAL NOTES:
- MIN. BUILDING SETBACK LINES:
FRONT 25.0'
CORNER 10.0' OR EASEMENT WHICH EVER IS GREATER
SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
REAR 25.0' OR EASEMENT WHICH EVER IS GREATER
18.00' GARAGE / CAR PORT FRONT SET BACK
 - MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB
18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A
DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION
TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION
CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE
AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION. MIN. F.F. ELEV.=79.50
 - DENOTES 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED.
● DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED. BM * 2-76.00
➤ DENOTES NAL FOUND UNLESS OTHERWISE NOTED.
 - BENCH MARK *1777.37 NAL AT THE INTERSECTION OF MILE 11 NORTH AND MILE 6 1/2 WEST
OF THIS SUBDIVISION. NAVD 88, X-2191591.2176, Y-3075022.8929
BENCH MARK *2-76.00 SET 1/2" IRON ROD IN CONC. MONUMENT AT THE SOUTHEAST
OF THIS SUBDIVISION. NAVD 88, X-2191565.01, Y-3074241.61
 - FLOOD ZONE DESIGNATION: "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAN,
C.P.N. 480334 0450 C MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR EFFECTIVE: OCTOBER 5, 2018
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS
IN THE 100-YEAR FLOOD PLAN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR
FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C.
SECTIONS 4001 THROUGH 4127).

CURVE TABLE				
NO.	RADIUS	LENGTH	DELTA	CHORD
A	50.0'	52.35'	60°00'00"	50.0'
B	50.0'	52.35'	60°00'00"	50.0'
C	50.0'	52.35'	60°00'00"	50.0'
D	50.0'	52.35'	60°00'00"	50.0'
E	50.0'	48.99'	58°00'00"	47.08'
F	50.0'	81.92'	93°53'54"	73.15'
G	50.0'	78.53'	90°00'00"	70.71'
H	50.0'	52.35'	60°00'00"	50.0'

60.51 ACRES
FARM TRACT 220
REVELLE CHARLOTTE AND LAWRENCE E TRUSTEES
DOC. * 793242

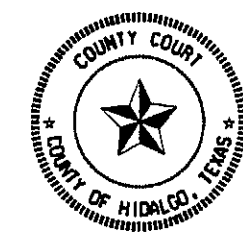
- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER
OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW
AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE
AVAILABLE TO THE SUBDIVISION.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM
WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY
SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS
SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN
EASEMENT.
- FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED
AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON
THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
- ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE
CURB AND/OR ROADSIDE DITCH AT A 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS
IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.14
- STREET LIGHTS MUST BE AT EVERY 300 FEET
- A 5.0' CONC SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER DURING CONSTRUCTION
OF SUBDIVISION
LOT OWNERS WILL BE RESPONSIBLE FOR SIDEWALK ON TOP OF IRRIGATION LINE.
- A 4.0' CONC SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREET PERIMETER UPON THE ISSUANCE OF
BUILDING PERMIT
- NO ACCESS WILL BE ALLOWED FROM MILE 6 1/2 WEST FOR LOTS 1 AND 44
- CORNER LOTS DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTIONS
AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE

COUNTY OF HIDALGO

CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF KINGDOM ESTATES WAS REVIEWED AND
APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER _____ DATE _____



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

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: DANIEL GUERRA	2406 ESPERANZA SOUTH WESLACO, TEXAS. 78596	785-630-0216	
ENGINEER: GUILLERMO A. ARRATIA	526 N. 5TH ST. DONNA, TX 78537	956-784-0218	
SURVEYOR: REYNALDO ROBLES	107 W. HUISACHE ST. WESLACO, TEXAS. 78596	956-968-2422	

OWNER: DANIEL GUERRA
ADDRESS: 2406 ESPERANZA SOUTH
WESLACO, TEXAS. 78596

OWNER: DELIA GUERRA
ADDRESS: 2406 ESPERANZA SOUTH
WESLACO, TEXAS. 78596

OWNER: JUAN GUERRA
ADDRESS: 2406 ESPERANZA SOUTH
WESLACO, TEXAS. 78596

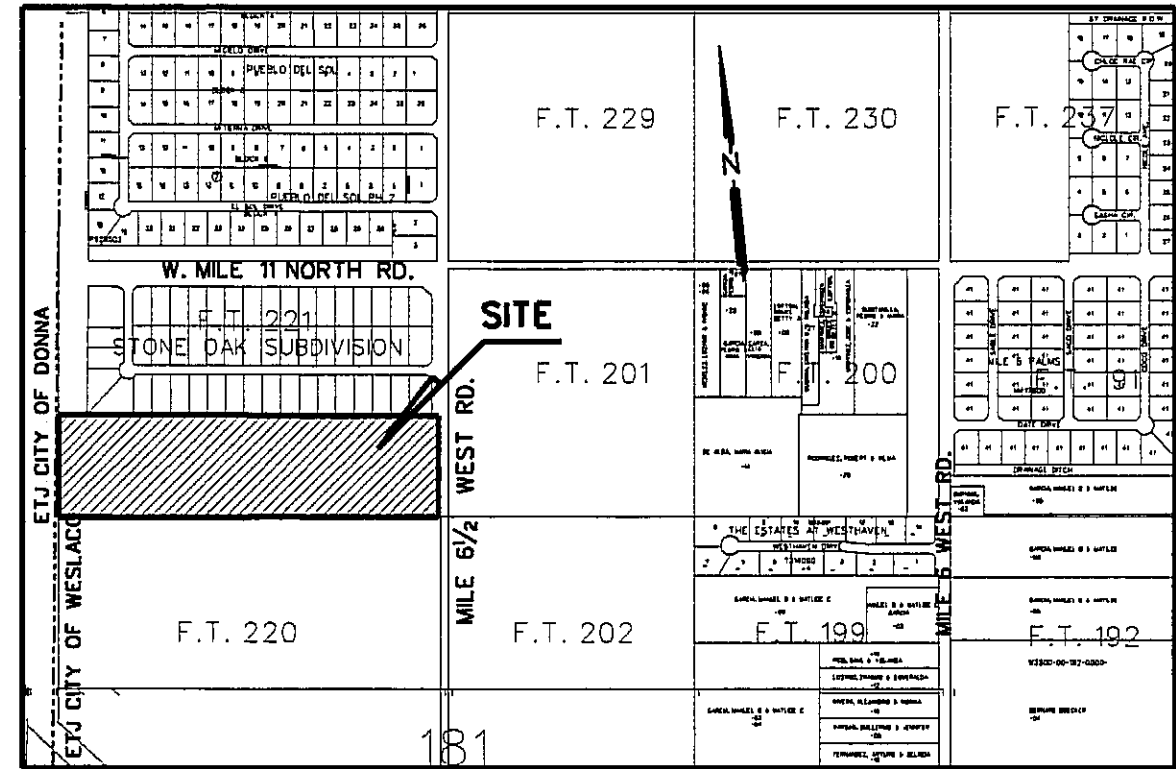
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF KINGDOM ESTATES WAS
REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON
_____, 2022

HIDALGO COUNTY JUDGE _____ DATE _____

ATTEST: _____ DATE _____ DATE OF PREPARATION SEPTEMBER 6, 2021

HIDALGO COUNTY CLERK _____

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION
OF A MUNICIPALITY:
KINGDOM ESTATES IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1 IN THE
CENTRAL EAST OF HIDALGO COUNTY ON THE WEST SIDE OF MILE 6 1/2 WEST ROAD
757.92 FEET SOUTH OF W. MILE 11 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY
OF WESLACO ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF
WESLACO (POPULATION 37,791/2015 CENSUS). KINGDOM ESTATES LIES APPROXIMATELY
1.1 MILES FROM THE CITY LIMITS OF WESLACO AND LIES WITHIN THE CITY'S 3.5 MILE
EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §42.021

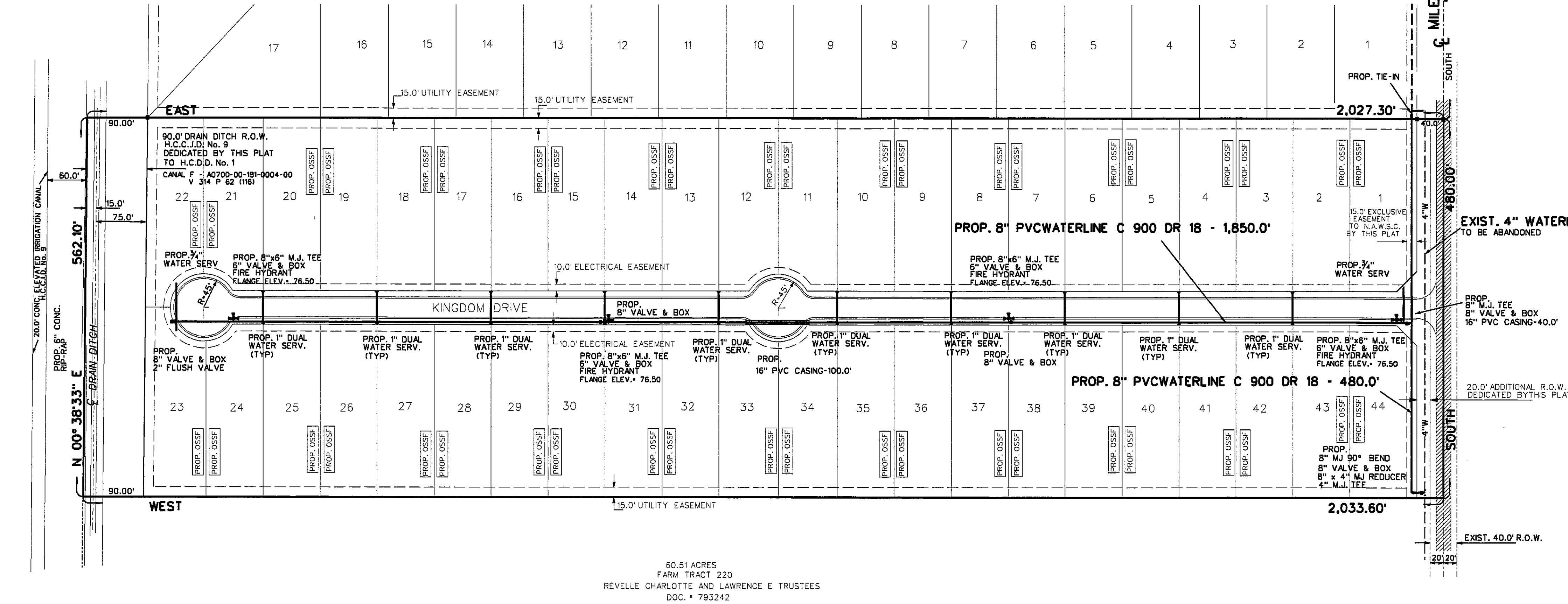
MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

KINGDOM ESTATES

A 26.20 ACRE TRACT OF LAND OUT OF FARM
TRACT 221, WEST TRACT SUBDIVISION A PER MAP RECORDED IN VOLUME 2,
PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LEGEND
Found 1/2" iron rod
Set 1/2" iron rod with a
plastic cap stamped "H&A"
Power pole
Light pole
Stand pipe
Water meter
Irrigation valve
Chain link fence
Hogwire fence
Wood fence
Iron fence
Electrical box

SC: 1" = 100'



60.51 ACRES
FARM TRACT 220
REVELLE CHARLOTTE AND LAWRENCE E TRUSTEES
DOC. # 793242

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I ALBERT HANKS SUBDIVIDER OF STONE OAKS SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

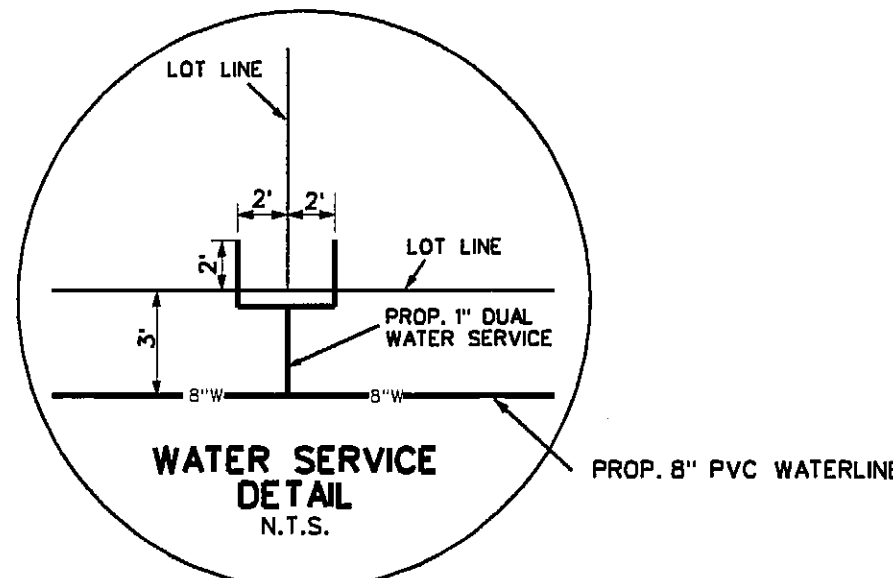
OWNER: DANIEL GUERRA
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WESLACO, TEXAS. 78596

OWNER: JUAN GUERRA
ADDRESS: 2406 ESPERANZA SOUTH
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED DANIEL GUERRA, DELIA GUERRA AND JUAN GUERRA PROVED TO BE THROUGH THEIR TEXAS SUBSCRIBED OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS TO THE FOREGOING INSTRUMENT, WHO BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021



COST ESTIMATE:	
STREET PAVING:	\$ 118,500.00
WATER SUPPLY SYSTEM	\$ 62,500.00
SANITARY SEWER SYSTEM	\$ 66,000.00
DRAINAGE	\$ 62,418.00

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

KINGDOM ESTATES WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.) THE SUBDIVIDER, AND N.A.W.S.C., HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C., HAS AN EXISTING 4" DIAMETER WATERLINE RUNNING ALONG THE WEST RIGHT-OF-WAY OF MILE 6 1/2 WEST ROAD

WATER DISTRIBUTION FOR KINGDOM ESTATES CONSIST OF A PROPOSED 8 INCH PVC WATERLINE TO THE EXISTING 8 INCH WATERLINE AND 10 2" DUAL SERVICES, 2 - 3/4" DIAMETER WATER SERVICES AND 4 FIRE HYDRANTS.

FOR THIS SUBDIVISION, SAID SERVICES TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF \$45,000.00, IN ADDITION THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF \$17,500.00, WHICH COVERS THE COST FOR ALL THE LOTS, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO N.A.W.S.C., UPON REQUEST BY THE LOT OWNER, N.A.W.S.C., WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C., AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM KINGDOM ESTATES WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR GUSTAVO CHAPA REG. # 9754, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS II SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS, THERE IS NO INDICATION OF GROUNDWATER OR A RESISTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS \$1,500.00 INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL, WITH THE FILING OF THIS PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A CASHIERS CHECK OR PERSONAL CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF \$ 66,000.00 WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT, THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT. AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. THERE IS AN EXISTING SEPTIC TANK SYSTEM IN THIS SUBDIVISION

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF \$ 62,500.00

SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST \$1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF \$ 66,000.00 FOR THE ENTIRE SUBDIVISION.

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE KINGDOM ESTATES RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUEÑO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE KINGDOM ESTATES CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA MILE 6 1/2 WEST ROAD Y SE INSTALARA UNA LINEA DE 8 PULGADAS DE AGUA, 10 SERVICIOS DOBLES Y 2 SERVICIOS DE 3/4" DE PULGADA SENCILLOS Y 4 HYDRANTES DE AGUA

PARA ESTA SUBDIVISION Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE \$ 45,000.00

EL DUEÑO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C. \$25,500.00 POR LOS LOTES QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUEÑO DEL LOTE DE AGUA, LA COMPANIA DE N.A.W.S.C., LO INSTALARA SIN COSTO ALGUNO. EL DUEÑO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDAO DE HIDALGO.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. GUSTAVO CHAPA, AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SEPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDAO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE, CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES ORPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 60 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE LOS SISTEMAS INDIVIDUAL DE FOSAS SEPTICAS PARA LA SUBDIVISION ES DE \$66,000.00 INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA EN ESTOS MOMENTOS NINGUNA FOSA SEPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROVACION FINAL.

EN CUALQUIER MOMENTO DESPUES QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALACION DE UN SISTEMA SEPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISION Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDAO DE HIDALGO UNA APLICACION PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SEPTICO. LAS FOSAS SEPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDAO DE HIDALGO PUEDA APROBAR LA AUTORIZACION DE LUZ Y AGUA.

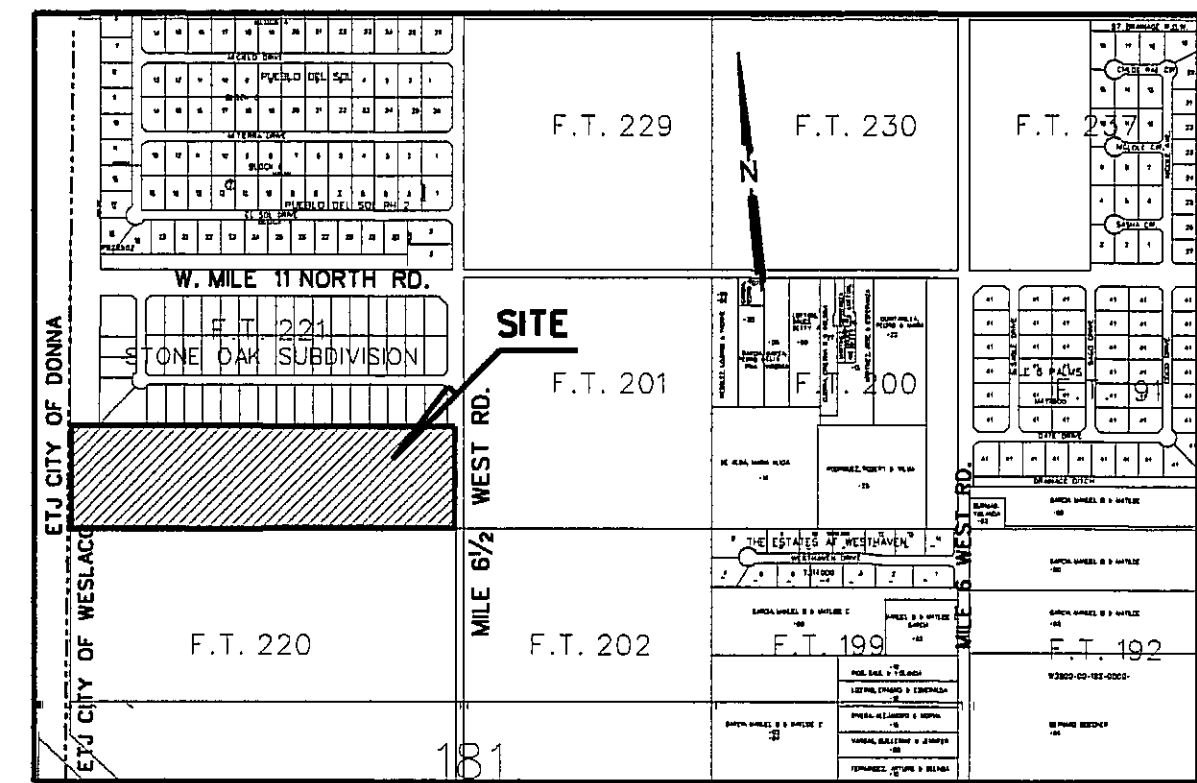
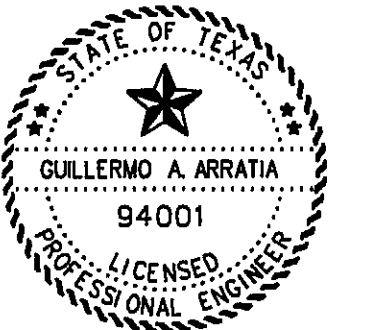
CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE \$ 62,500.00

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN \$ 66,000.00 PARA TODA LA SUBDIVISION

Gustavo Chapa, P.E. 1/24/22
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER # 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRAJURISDICTIONAL JURISDICTION OF A MUNICIPALITY:
KINGDOM ESTATES IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1 IN THE CENTRAL EAST OF HIDALGO COUNTY ON THE WEST SIDE OF MILE 6 1/2 WEST ROAD 757.92 FEET SOUTH OF W. MILE 11 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 37,791/2015 CENSUS). KINGDOM ESTATES LIES APPROXIMATELY 1.1 MILES FROM THE CITY LIMITS OF WESLACO AND LIES WITHIN THE CITY'S 3.5 MILE EXTRAJURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §42.021

REVISION NOTES		DATE	APPROVED
No.	SHEET		

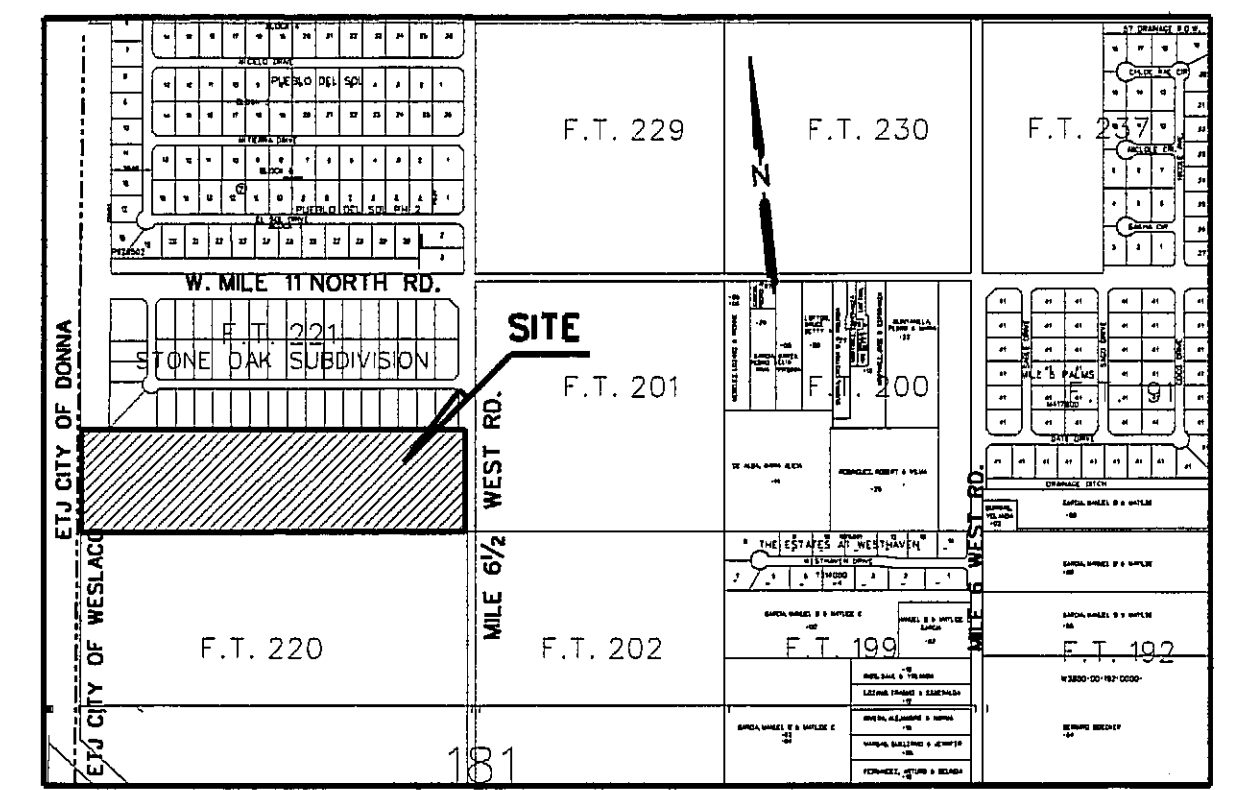
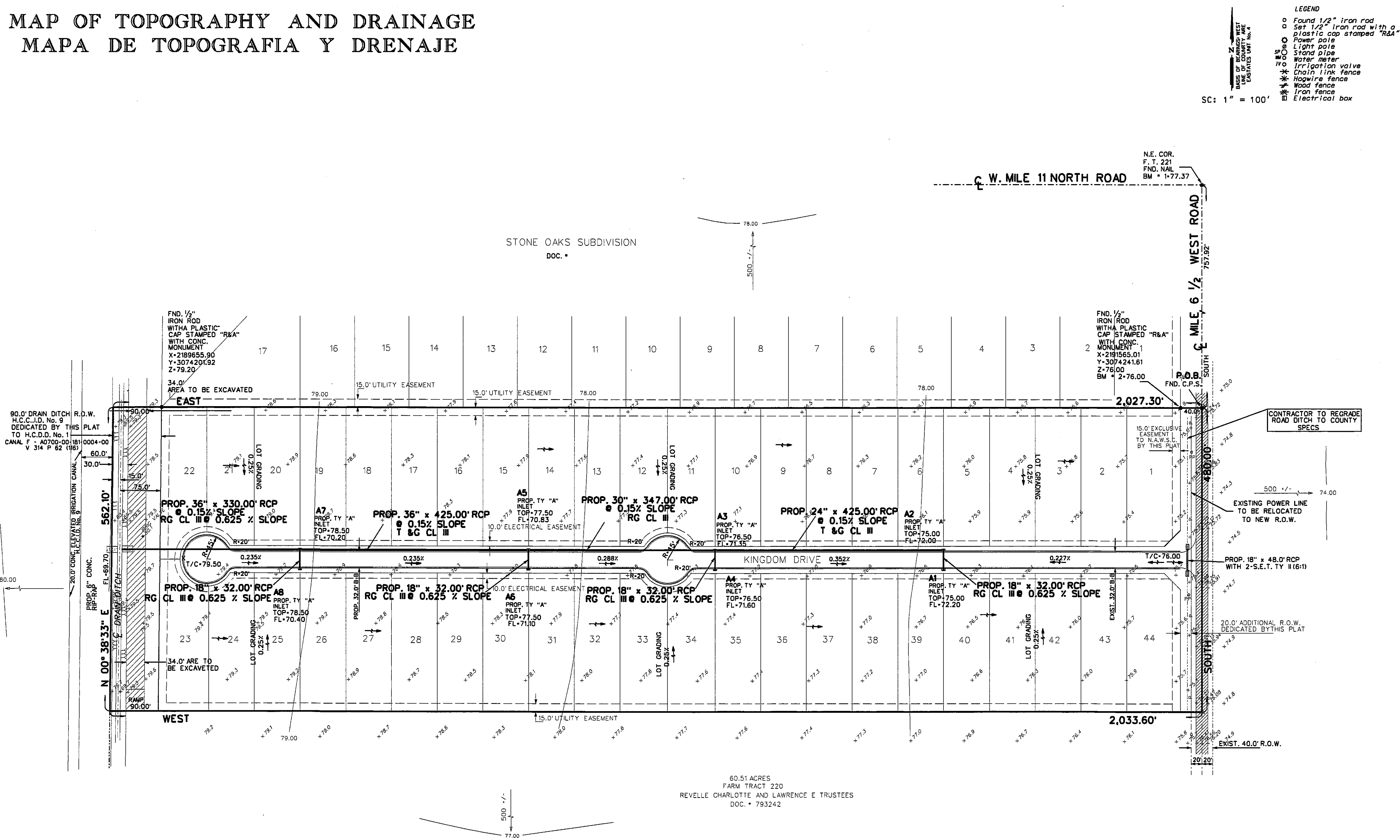
PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: DANIEL GUERRA	2406 ESPERANZA SOUTH WESLACO, TEXAS. 78596	956-630-0216	
ENGINEER: GUILLERMO A. ARRATIA	526 N. 5TH ST. DONNA, TX. 78537.	(956) 784-0216	
SURVEYOR: REYNALDO ROBLES	107 W. HUISACHE ST. WESLACO, TEXAS. 78596	956-968-2422	

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@AHO.COM

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SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL: CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED: H.C.D.D. CERTIFICATION: H.C.C.I.D. NO. 9 CERTIFICATE OF APPROVAL: REVISION NOTES. H.C.H.D. CITY PLANNING AND CITY COMMISSION'S CERTIFICATION AND CITY COUNCIL CERTIFICATION
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	DRAINAGE REPORT, INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE: MAP OF ENGINEER'S CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAGE



LOCATION MAP
SCALE: 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRAJURISDICTIONAL JURISDICTION OF A MUNICIPALITY:

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DRAINAGE REPORT

SEPTEMBER 6, 2021
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

KINGDOM ESTATES
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
LOCATED ON THE WEST SIDE OF MILE 6 1/2 WEST ROAD, 757.92 FEET SOUTH OF W. MILE 11 NORTH ROAD

FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
C.P.N. 480334 0450 C MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR EFFECTIVE: OCTOBER 5, 2018

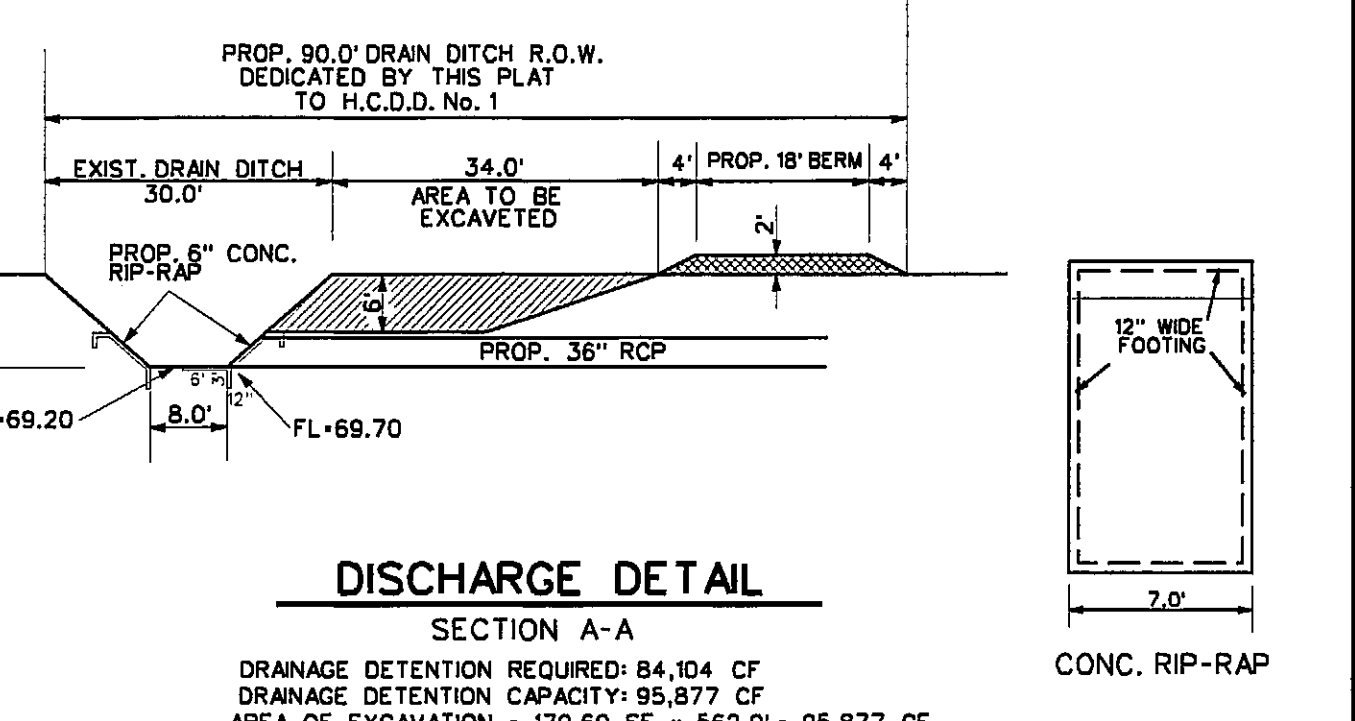
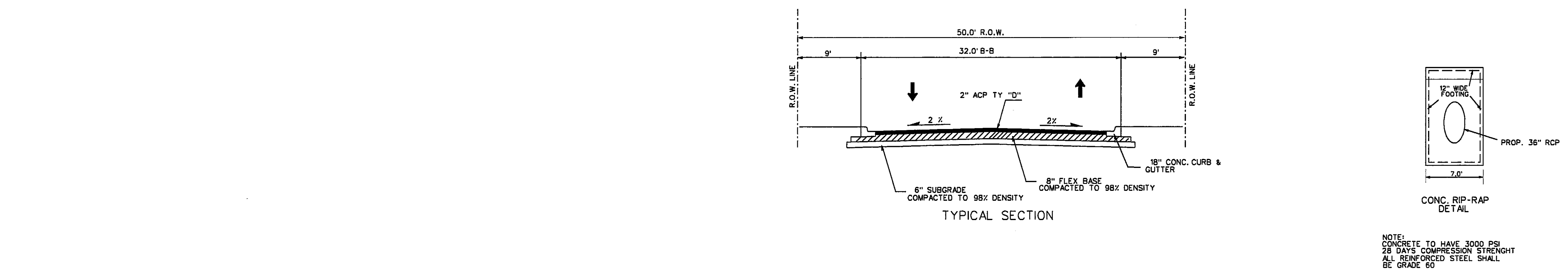
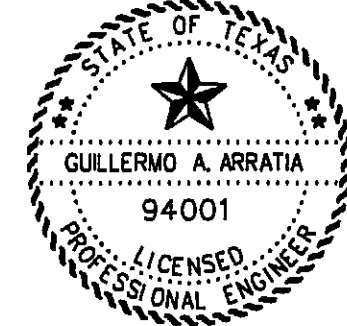
SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO (25) (28) SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY 0.1% EXISTING RUNOFF (8.91 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE EAST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF 44 RESIDENTIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT WILL INCREASED 12.09 CFS FOR A TOTAL 21.0 CFS (HAVE CALCULATED THAT 84,104 CF OF STORM RUNOFF FOR A 50 YEAR DESIGN FREQUENCY AND WILL BE OUT FALLING INTO A PROPOSED STORM SEWER SYSTEM RANGING FROM 18" AND 36" WITH CURB INLETS AND OUT FALLING INTO A DRAIN DITCH LOCATED ON THE WEST SIDE OF THIS SUBDIVISION AND OWNED BY HIDALGO CAMERON COUNTY DAMAGE DISTRICT NO.9 AND WILL BE DEDICATED TO H.C.D.D. NO. 1, DETENTION OF 84,104 CF WILL BE ACCOMPLISHED BY EXCAVATING THIS VOLUME ON SAID DRAIN DITCH.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A THE SUBJECT TRACT LIES IN "ZONE "X". AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. C.P.N. 480334 0450 C MAP REVISED: JUNE 6, 2000 REVISED TO REFLECT LOMR EFFECTIVE: OCTOBER 5, 2018 BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

Guillermo A. Arratia, P.E.
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
5226 N. 5TH ST.
DONNA, TEXAS 78537



REVISION NOTES			
No.	SHEET	REVISION	DATE APPROVED

PRINCIPAL CONTACTS:			
NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: DANIEL GUERRA	2406 ESPERANZA SOUTH WESLACO, TEXAS 78596	78596	956-630-0216
ENGINEER: GUILLERMO A. ARRATIA	526 N. 5TH ST. DONNA, TX 78537	78537	(956) 784-0218
SURVEYOR: REYNALDO ROBLES	107 W. HUISACHE ST. WESLACO, TEXAS 78596	78596	956-368-2422

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER

526 N. 5TH STREET
DONNA, TEXAS 78537

FIRM NO. F-9050

PH. (956) 784-0218

E-MAIL: NAINENGINEERING@YAHOO.COM

DATE OF PREPARATION: SEPTEMBER 6, 2021

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Final Plat

Kingdom Estates Subdivision

Legend

 Kingdom Estates

Google Earth



1000 ft



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5183
From:		
Subject: Discussion and consideration to approve the Final Plat for A&J Subdivision– being a 1.47 acres of land out of Farm Tracts 662, West and Adams Tracts, Weslaco, Hidalgo County, Texas located approximately on the southeast corner of intersection of 6th Street and Westgate Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: The proposed one (1) lot subdivision is located inside the City of Weslaco. This subdivision is being serviced with water by the City of Weslaco through a 12" waterline and sewer by the City of Weslaco through an 8" sewer line. The property is within a Flood Zone "B".		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat at their regular meeting of February 2 , 2022.		
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of Final Plat.		
Attachments, if any: A&J- Final Plat- Memo, A&J APPLICATION, A&J DRAINAGE REPORT, A&J Subdivision- Plat sheet, A&J Subdivision- utility sheet, A&J - Aerial		
Responsibilities upon Approval: Staff will advise the applicant		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: A&J Subdivision-Final Plat

DATE: February 7, 2022

The proposed use for the 1-lot subdivision will be for a commercial office plaza and is located on the Southeast corner of W 6th Street and S Westgate Drive. The developer has dedicated the necessary right-of-way dedications and will line up with the proposed roadway reconstruction in this area. The developer has not requested any variances for this subdivision. The developer has complied with all staff and Planning & Zoning Commission comments.

Thank you,

Rebekah de la Fuente, CFM



SUBDIVISION PLATTING APPLICATION

PLAT-000162-2021

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. _____

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

STAFF USE ONLY

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

GENERAL INFORMATION

Name of Subdivision: A&J Subdivision

Location: southeast corner of intersection of 6th Street and Westgate Drive

Legal Description: 1.47 acres of land out of Farm Tract 662, West and Adams Tract Subdivision

Is subdivision inside city limits? ☒ YES ☐ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: B-1 Neighborhood Business District

Existing Land Use: open land Proposed Land Use: commercial office

Number of Lots Proposed: 1 Gross Acreage: 1.47

Title Report Submitted: ☒ YES ☐ NO

OWNER INFORMATION

Owner's Name: R&R Investments, LTD Telephone: 956-341-3962

Address: 512 S Westgate Drive

Fax: _____

City: Weslaco State: TX Zip: 78596 E-mail: oralia@adlservicesinc.com

ENGINEER INFORMATION

Name: Rey Robles, Jr. Telephone: 956-968-2422

Address: 107 W Huisache Street

Fax: _____

City: Weslaco State: TX Zip: 78596 E-mail: reyr@rroblesengineering.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: City of Weslaco

☒ YES ☐ NO Wastewater Provision: City of Weslaco

☒ YES ☐ NO Electric Company: AEP, Texas

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

Proposed subdivision is in the following districts:

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

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

_____ **\$355.00** Planning Review fee

_____ One 11" X 17" reduced copy of plat

_____ Plat Layout

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

_____ Contours

_____ Flood Zones

_____ Adjoiners

_____ Existing street names

_____ Drainage plans and calculations with engineer's seal

_____ Elevations

_____ Flood directional arrows

_____ Detention areas

_____ Street names

_____ Proof of ownership of the property

_____ If septic tank system required, submit soil evaluation report

_____ Water Rights associated with the property

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

_____ One 11" X 17" reduced copy of plat

_____ Plat Layout

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

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

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

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

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

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

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

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

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

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: R & R Investments LTD

Owner Signature: Oralia T. Reyes Date: 12-13-21
_____ is the authorized agent

Authorized Agent Signature: Oralia T. Reyes Date: 12-13-21

Authorized Agent Printed Name: Oralia T. Reyes

THIS PAGE FOR STAFF USE ONLY

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

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____



ROBLES
ENGINEERING, LLC

FIRM NO. F-17391

Office: (956) 968-2422

Fax: (956) 969-2011

PO Box 476

Weslaco, TX 78599

DRAINAGE STATEMENT

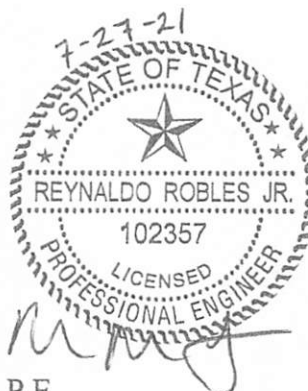
FOR

A&J SUBDIVISION

**CITY OF WESLACO
HIDALGO COUNTY, TEXAS**

July 27, 2021

Prepared By:



Reynaldo Robles, Jr., P.E.

Index

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Page 2 – Index

**Page 3 – Drainage Statement (Flood Zone Designation,
Existing Soils, Existing Conditions, Future Conditions)**

Page 4 – Location Map

Page 5- USGS Map

Page 6 – Drainage Calculations

Page 7-8 – Coefficient Reference Table

Pages 9-10 – FEMA FIRM Map

Pages 11-13 – USDA Soil Map and Legend

Page 14 – USDA Soil Report: Engineering Properties

Pages 15-16 – Subdivision Plat Sheets 1 & 2

Page 17 – Proposed Site Plan Lot 1



ROBLES ENGINEERING, LLC

FIRM NO. F-17391

Office: (956) 968-2422

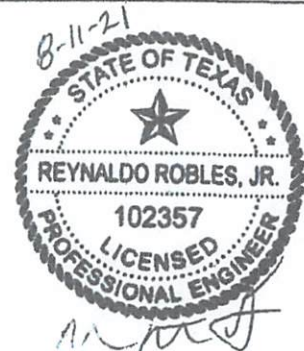
Fax: (956) 969-2011

PO Box 476

Weslaco, TX 78599

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☐ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☐ DISTRICT FACILITY	
☒ CITY FACILITY	
☐ OTHER	
<i>Hector Garcia</i>	
H.C.D.D. NO. 1	DATE <i>9/3/21</i>

DRAINAGE STATEMENT For A&J SUBDIVISION CITY OF WESLACO HIDALGO COUNTY, TEXAS



A&J Subdivision is located on the southeast corner of the intersection of Mile 6 West Road (Westgate Drive) and W. 6th Street (Mile 7 North Road) in the City of Weslaco, Hidalgo County, Texas and is described as follows: 1.47 acres of land out of Farm Tract 662, West and Adams Tract Subdivision, Hidalgo County, Texas, according to the plat thereof recorded in Volume 2, Pages 34-37 of the Hidalgo County Map Records.

Flood Zone Designation:

By graphical plotting this property falls in Flood Zone "B", which is described as areas between the limits of the 100-year and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood, as per F.E.M.A. flood insurance rate map with community panel No. 480349 0005 B, with an effective date of March 4, 1980.

Existing Soils:

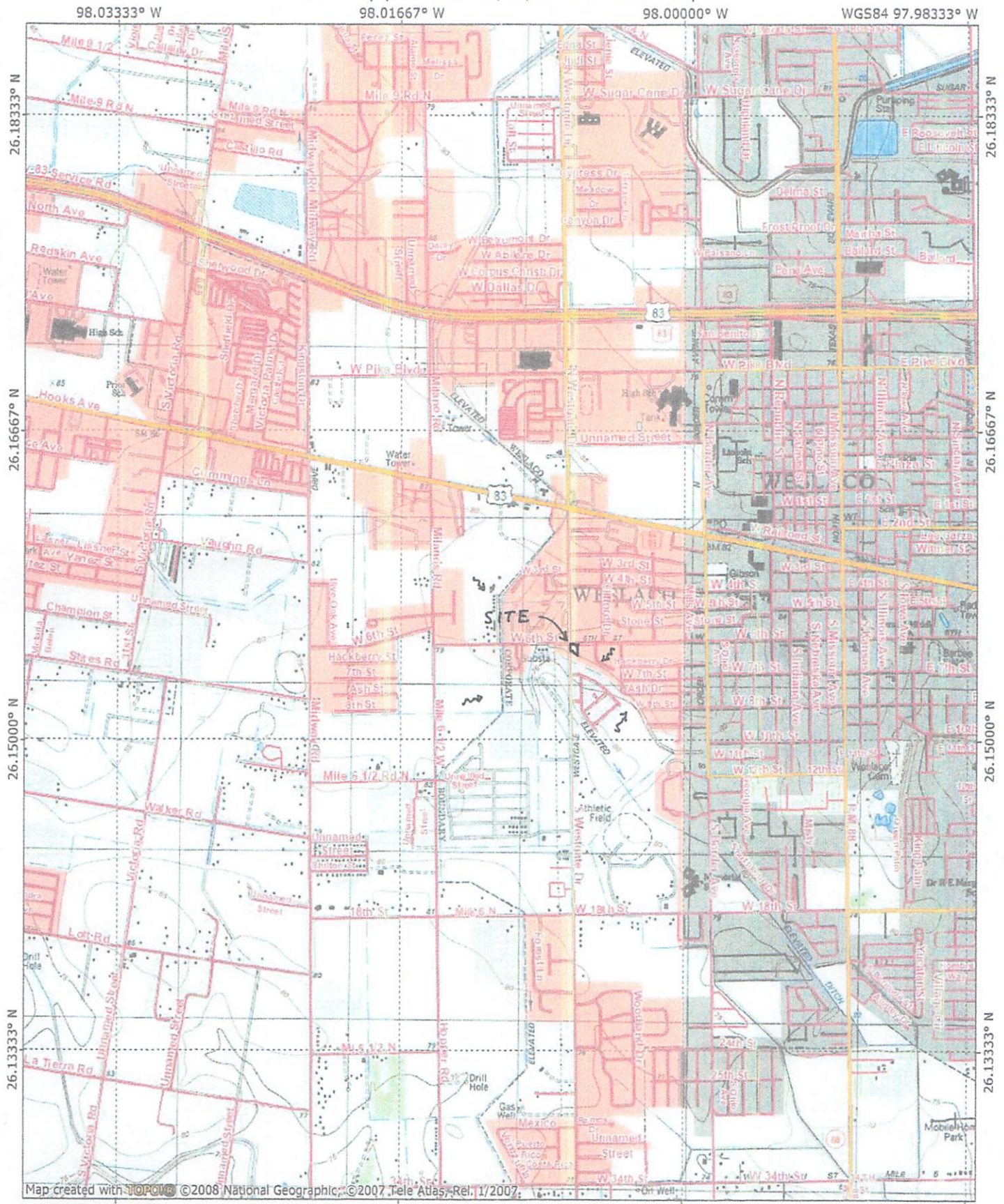
Per the USDA Soil Survey of Hidalgo County, the soils in this area consist predominantly of Hidalgo sandy clay loam (28) and Mercedes Clay (39). Hidalgo fine sandy loam is listed in hydrologic group B, which consists of well drained soils with a moderate infiltration rate and Mercedes clay is listed in hydrologic group D, which consists of soils with a slow infiltration rate and high shrink/swell potential.

Pre-development Conditions:

The land comprising A&J Subdivision is currently commercial zoned open land. Topographic information of the site reveals the subdivision site has a predevelopment grade of approximately 0.80% toward the southeast with a predevelopment runoff of 1.61 CFS. The runoff from the existing site overflows into a drain ditch owned by the Hidalgo and Cameron Counties Irrigation District No.9 running along the south side of the site.

Future Conditions:

The development will consist of one commercial lot. Expected use will be for a commercial offices (refer to proposed site plan, page 17). Drainage calculations for a pre-development 10-year frequency storm versus a post-development 50-year frequency storm using the modified rational formula, using a weighted coefficient based on the proposed site plan, reveal total maximum volume of additional run-off of 9,943 cubic feet (0.228 acre-ft), and a future Q of 4.68 CFS for an increase Q of 3.07 CFS. This runoff will be detained within designated detention areas and discharge into the existing drain ditch along the south side of the subdivision owned by the City of Weslaco. A drainage plan is to be approved by the City of Weslaco at the time of issuance of a building permit.





ROBLES ENGINEERING, LLC

FIRM NO. F-17391

Office: (956) 968-2422

Fax: (956) 969-2011

PO Box 476

Weslaco, TX 78599

Detention Volume

A&J SUBDIVISION

Using Modified Rational Method:

Maximum Additional Runoff Volume for 10-Year Undeveloped VS 50-Year Developed to determine required detention Volume.

For the existing Subdivision site:

Area = 1.47 ac.
Runoff Length = 402 ft
Slope = 0.8 %
Cex = 0.15
 $V = K_p K_s^{0.5} = 0.62 \text{ ft/s}$
 $t_e = L / 60V = 10.72 \text{ min.}$
 $I = b / (t_e + d)^* = 7.29 \text{ in./hr.}$

Where Q = CIA = 1.61 cfs

10-Yr	b= Intensity-Frequency	116.24
	d= Duration Coefficients for	14.33
	e= Hidalgo County, TX	0.8599

For the future developed subdivision:

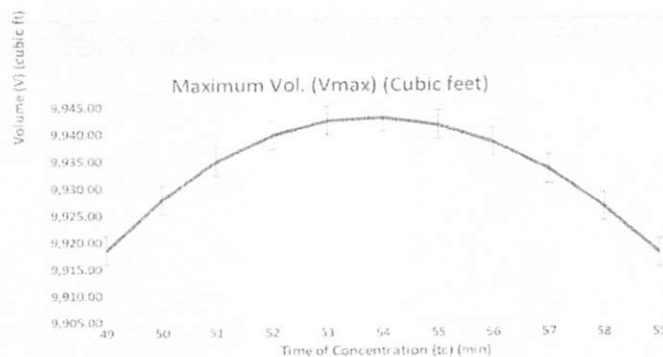
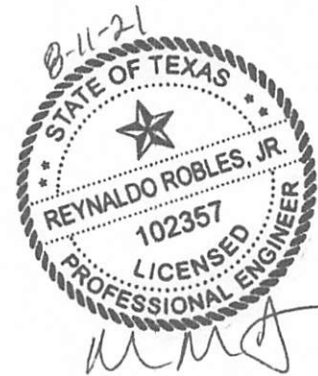
(REFER TO SITE PLAN)

	Area %	C	Weighted C
(6432 SF) Roof	0.20	0.97	0.20
(15,367 SF) Pavement	0.48	0.95	0.46
(10,121 SF) Green	0.32	0.25	0.08
			0.73

50-Yr	b= Intensity-Frequency	170.66
	d= Duration Coefficients for	16.71
	e= Hidalgo County, TX	0.8613

Proposed Cfut = 0.73

Tc	Qfut	Vfut	Qex	Vex	Vmax
49	4.98	14,641.76	1.61	4,723.31	9,918.45
50	4.92	14,747.47	1.61	4,819.71	9,927.76
51	4.85	14,850.88	1.61	4,916.10	9,934.78
52	4.79	14,952.07	1.61	5,012.50	9,939.57
53	4.73	15,051.13	1.61	5,108.89	9,942.24
54	4.68	15,148.13	1.61	5,205.28	9,942.85
55	4.62	15,243.16	1.61	5,301.68	9,941.48
56	4.56	15,336.29	1.61	5,398.07	9,938.21
57	4.51	15,427.57	1.61	5,494.47	9,933.10
58	4.46	15,517.08	1.61	5,590.86	9,926.22
59	4.41	15,604.88	1.61	5,687.25	9,917.63



Total Required Detention Volume: 9.943 cfs =
0.228 ac-ft

Table 3-1. Runoff Coefficients for Rational Formula.⁽¹⁴⁾	
Type of Drainage Area	Runoff Coefficient, C*
Business:	
Downtown areas	0.70 - 0.95
Neighborhood areas	0.50 - 0.70
Residential:	
Single-family areas	0.30 - 0.50
Multi-units, detached	0.40 - 0.60
Multi-units, attached	0.60 - 0.75
Suburban	0.25 - 0.40
Apartment dwelling areas	0.50 - 0.70
Industrial:	
Light areas	0.50 - 0.80
Heavy areas	0.60 - 0.90
Parks, cemeteries	
Parks, cemeteries	0.10 - 0.25
Playgrounds	0.20 - 0.40
Railroad yard areas	0.20 - 0.40
Unimproved areas	0.10 - 0.30
Lawns:	
Sandy soil, flat, 2%	0.05 - 0.10
Sandy soil, average, 2 - 7%	0.10 - 0.15
Sandy soil, steep, 7%	0.15 - 0.20
Heavy soil, flat, 2%	0.13 - 0.17
Heavy soil, average, 2 - 7%	0.18 - 0.22
Heavy soil, steep, 7%	0.25 - 0.35
Streets:	
Asphaltic	0.70 - 0.95
Concrete	0.80 - 0.95
Brick	0.70 - 0.85
Drives and walks	
Drives and walks	0.75 - 0.85
Roofs	
Roofs	0.75 - 0.95
*Higher values are usually appropriate for steeply sloped areas and longer return periods because infiltration and other losses have a proportionally smaller effect on runoff in these cases.	

Rainfall Intensity-Duration-Frequency Coefficients for Texas

Based on United States Geological Survey (USGS) Scientific Investigations Report 2004-5041
"Atlas of Depth-Duration Frequency of Precipitation Annual Maxima for Texas"

1. Select English or SI Units

English

2. Select or Enter a County

Hidalgo

3. Enter a Time of Conc.

Select Units

15

min

Coefficient	50% (2-year)	20% (5-year)	10% (10-year)	4% (25-year)	2% (50-year)	1% (100-year)
e	0.8645	0.8647	0.8599	0.8572	0.8613	0.8619
b (in.)	72.40	100.21	116.24	140.47	170.66	201.07
d (min)	12.92	13.90	14.33	15.32	16.71	18.00
Intensity (in./hr)	4.07	5.47	6.36	7.54	8.69	9.88

(Spreadsheet Release Date: August 31, 2015; data table reshuffle by Asquith July 14, 2016)

River Mile

• M1.5

**Referenced to the National Geodetic Vertical Datum of 1929

*EXPLANATION OF ZONE DESIGNATIONS

ZONE	EXPLANATION
A	Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
A0	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.
AH	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.
A1-A30	Areas of 100-year flood; base flood elevations and flood hazard factors determined.
A99	Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard factors not determined.
B	Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading)
C	Areas of minimal flooding. (No shading)
D	Areas of undetermined, but possible, flood hazards.
V	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.
V1-V30	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors determined.

NOTES TO USER

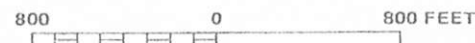
Certain areas not in the special flood hazard areas (zones A and V) may be protected by flood control structures.

This map is for flood insurance purposes only; it does not necessarily show all areas subject to flooding in the community or all planimetric features outside special flood hazard areas.

INITIAL IDENTIFICATION:
MARCH 29, 1974



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
WESLACO, TEXAS
HIDALGO COUNTY

ONLY PANEL PRINTED

COMMUNITY-PANEL NUMBER
480349 0005 B

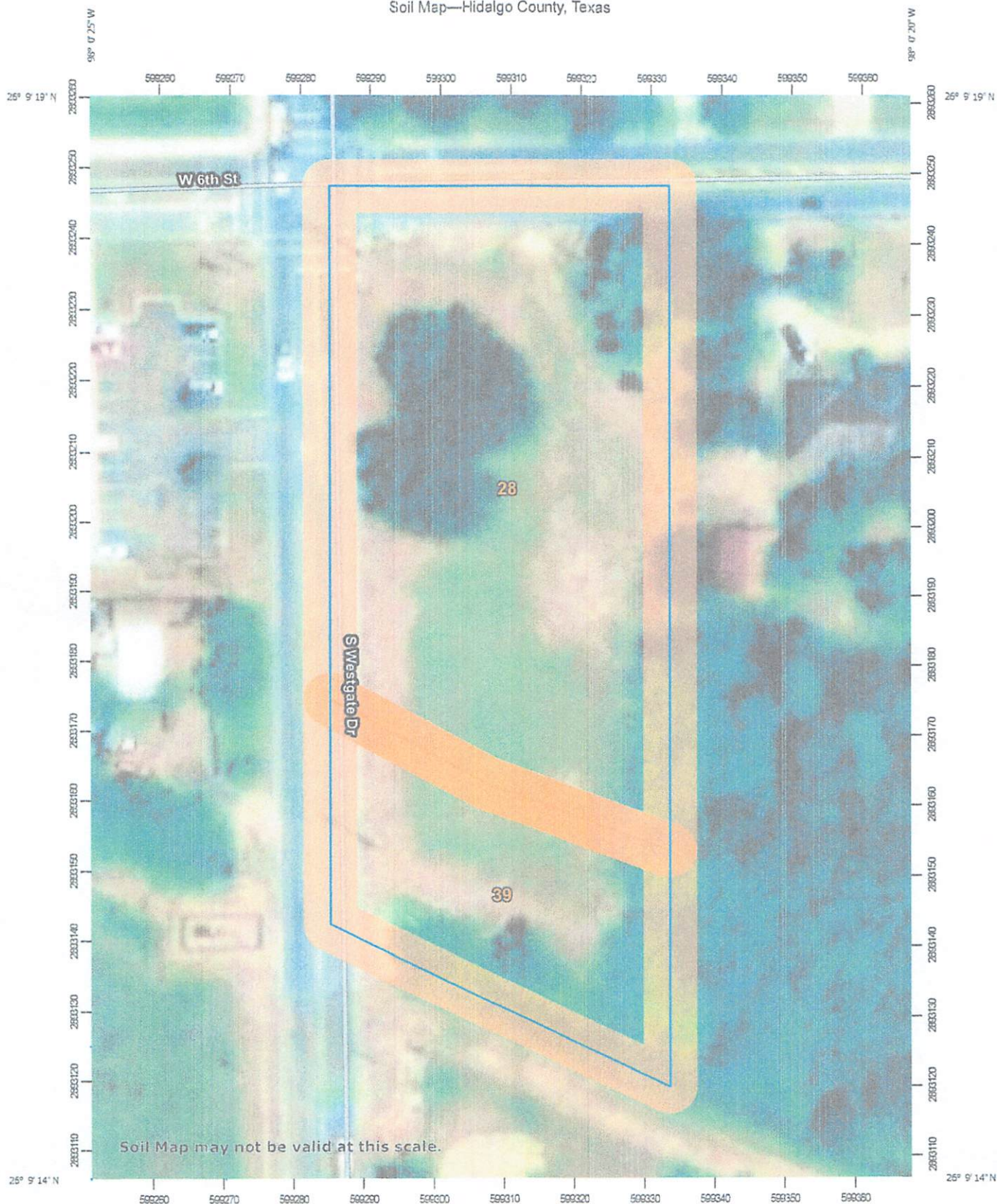
EFFECTIVE DATE:
MARCH 4, 1980



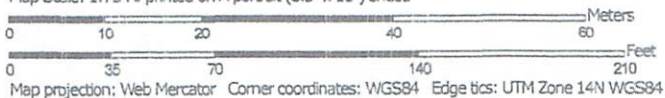
U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Soil Map—Hidalgo County, Texas



Map Scale: 1:754 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

3/3/2020
Page 1 of 3

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hidalgo County, Texas

Survey Area Data: Version 18, Sep 12, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 20, 2015—Nov 5, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

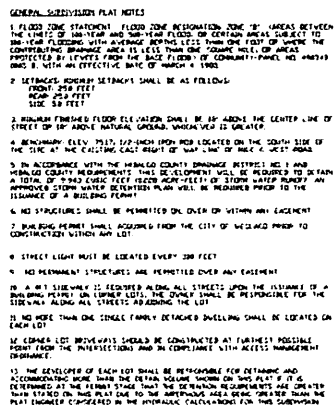
Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	1.0	72.6%
39	Mercedes clay, 0 to 1 percent slopes	0.4	27.4%
Totals for Area of Interest		1.4	100.0%

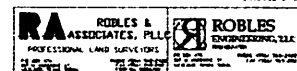
Report—Engineering Properties

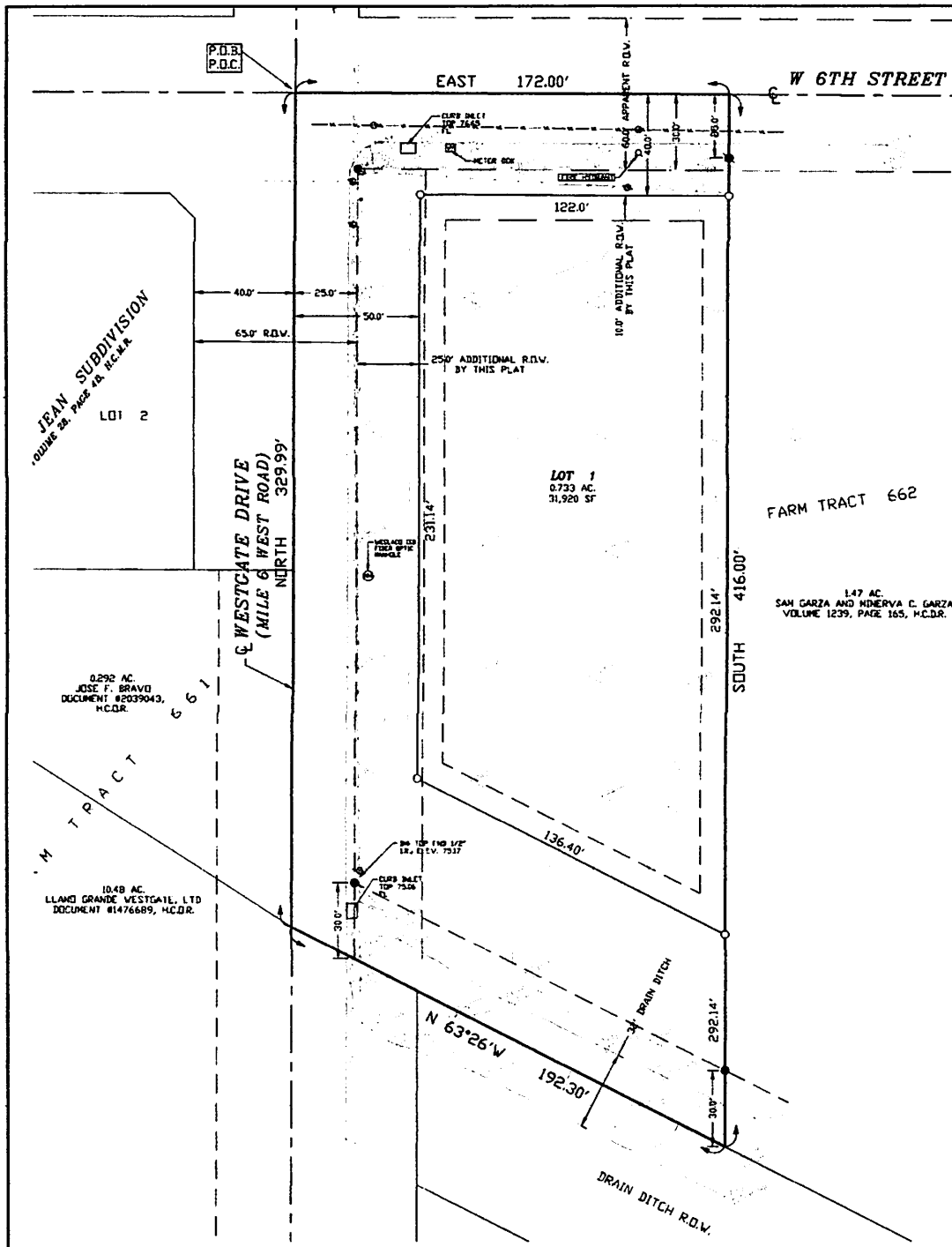
Absence of an entry indicates that the data were not estimated. The asterisk '*' denotes the representative texture; other possible textures follow the dash. The criteria for determining the hydrologic soil group for individual soil components is found in the National Engineering Handbook, Chapter 7 issued May 2007 (<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Engineering Properties—Hidalgo County, Texas														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
28—Hidalgo sandy clay loam, 0 to 1 percent slopes			<i>In</i>				<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>
Hidalgo	85	B	0-17	Sandy clay loam	CL, SC	A-6	0-0-0	0-0-0	100-100-100	95-98-100	86-96-100	44-54-63	25-30-39	11-15-18
			17-28	Sandy clay loam, clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	100-100-100	94-98-100	85-96-100	50-60-75	30-35-44	11-17-22
			28-38	Clay loam, sandy clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	95-97-100	91-94-100	81-93-100	54-68-81	30-38-44	11-17-22
			38-80	Sandy clay loam, clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	96-97-100	91-95-100	82-94-100	57-72-84	30-38-44	11-17-22
39—Mercedes clay, 0 to 1 percent slopes														
Mercedes	85	D	0-19	Clay	CH	A-7-6	0-0-0	0-1-2	85-93-100	80-90-100	80-90-100	75-85-95	55-66-76	32-41-49
			19-57	Clay	CH	A-7-6	0-0-0	0-1-2	85-93-100	80-90-100	80-90-100	75-85-95	50-63-76	32-41-49
			57-65	Clay	CH, CL	A-7-6	0-0-0	0-1-2	85-93-100	80-90-100	80-90-100	75-85-95	48-62-76	32-41-49



General Manager
Mexico & Central America Irrigation District No. 1





A&J SUBDIVISION

BEING A SUBDIVISION OF 1.47 ACRES OF LAND OUT OF FARM TRACT 662, WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGES 54-57 OF THE HIDALGO COUNTY MAP RECORDS

LEGEND

- Found 1/2" iron rod
- Set 1/2" iron rod with a plastic cap stamped "REA"
- Found 1/2" iron rod with a plastic cap stamped "REA"
- Found 3/8" iron rod
- Found 3/4" square iron rod
- Found concrete monument
- Found iron rod with aluminum disc
- Found cotton picker sprade
- Fence line
- Irrigation stand pipe
- Water valve
- Man Hole
- Power Pole
- Irrigation line (approx. location)
- Sanitary sewer line (approx. location)
- Underground cable (approx. location)
- Overhead powerline

BENCHMARK: TOP OF IRON ROD LOCATED ON THE NORTH PROPERTY LINE AT THE WEST RIGHT-OF-WAY LINE OF MILE 6 WEST ROAD. ELEVATION=78.68.



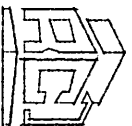
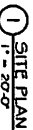
PRELIMINARY— FOR REVIEW ONLY

DRAWN BY:JR
DATE: 2-27-20
JOB NO: 140-20
REVIEWED BY:JR

ROBLES ENGINEERING, LLC
FORM NO: E-17201
PO BOX 404
301 W. INTERSTATE ST.
WESLACO, TEXAS 78096
PHONE: (361) 960-9459
FAX: (361) 960-2511

— ۱۲ —

W. 5TH STREET - 6.



DESIGN /
CONSTRUCTION
LLC

208 W MERCUSORI AVE
UNIT 4 STE 1

MADE IN U.S.A.

856.432.9352
RCASTA@EYANOD.COM

DESIGN •

**CONSTRUCTION
SERVICES**

100

REYES OFFICE BUILDING
WESLACO, TX

AT ENCLOSURE IN CONNECTION WITH
RECORDS RELATING TO CONSTRUCTION
CONTRACTS UNDER OTHER
PROPERTY RIGHTS ACTS ON
PLANS & DESIGNS

A100

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

July 15, 2021

Mr. Reynaldo Robles, Jr., P.E.
P.O. Box 476
Weslaco, TX 78599

RE: A&J Subdivision Drainage Detention Requirements

Dear Mr. Robles:

This is to clarify the drainage detention requirements for the proposed A&J Subdivision located on the southeast corner of the intersection of Westgate Dr and 6th St.

The City of Weslaco requires a 75-ft dedication from the centerline of an existing adjacent drainage ditch. Within these 75-ft, the City permits linear detention to accommodate your subdivision drainage detention requirements, as previously approved by both the City of Weslaco and Hidalgo County Drainage District No. 1.

If you have any questions or need further clarification, please do not hesitate to call me at (956) 969-1533.

Sincerely,

Albert J. Aldana, P.E.
City Engineer



ROBLES
ENGINEERING, LLC

FIRM NO. F-17391

Office: (956) 968-2422

Fax: (956) 969-2011

PO Box 476

Weslaco, TX 78599

DRAINAGE STATEMENT

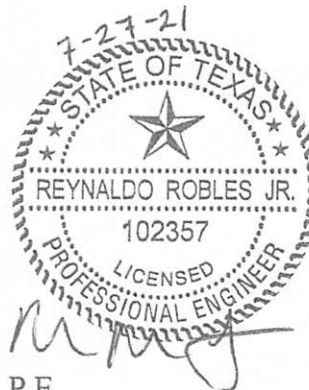
FOR

A&J SUBDIVISION

**CITY OF WESLACO
HIDALGO COUNTY, TEXAS**

July 27, 2021

Prepared By:



Reynaldo Robles, Jr., P.E.

Index

Page 1 – Cover Sheet

Page 2 – Index

**Page 3 – Drainage Statement (Flood Zone Designation,
Existing Soils, Existing Conditions, Future Conditions)**

Page 4 – Location Map

Page 5- USGS Map

Page 6 – Drainage Calculations

Page 7-8 – Coefficient Reference Table

Pages 9-10 – FEMA FIRM Map

Pages 11-13 – USDA Soil Map and Legend

Page 14 – USDA Soil Report: Engineering Properties

Pages 15-16 – Subdivision Plat Sheets 1 & 2

Page 17 – Proposed Site Plan Lot 1



ROBLES ENGINEERING, LLC

FIRM NO. F-17391

Office: (956) 968-2422

Fax: (956) 969-2011

PO Box 476

Weslaco, TX 78599

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☐ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☐ DISTRICT FACILITY	
☒ CITY FACILITY	
☐ OTHER	
<i>Hector Garcia</i>	
H.C.D.D. NO. 1	DATE <i>9/3/21</i>

DRAINAGE STATEMENT For A&J SUBDIVISION CITY OF WESLACO HIDALGO COUNTY, TEXAS



A&J Subdivision is located on the southeast corner of the intersection of Mile 6 West Road (Westgate Drive) and W. 6th Street (Mile 7 North Road) in the City of Weslaco, Hidalgo County, Texas and is described as follows: 1.47 acres of land out of Farm Tract 662, West and Adams Tract Subdivision, Hidalgo County, Texas, according to the plat thereof recorded in Volume 2, Pages 34-37 of the Hidalgo County Map Records.

Flood Zone Designation:

By graphical plotting this property falls in Flood Zone "B", which is described as areas between the limits of the 100-year and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood, as per F.E.M.A. flood insurance rate map with community panel No. 480349 0005 B, with an effective date of March 4, 1980.

Existing Soils:

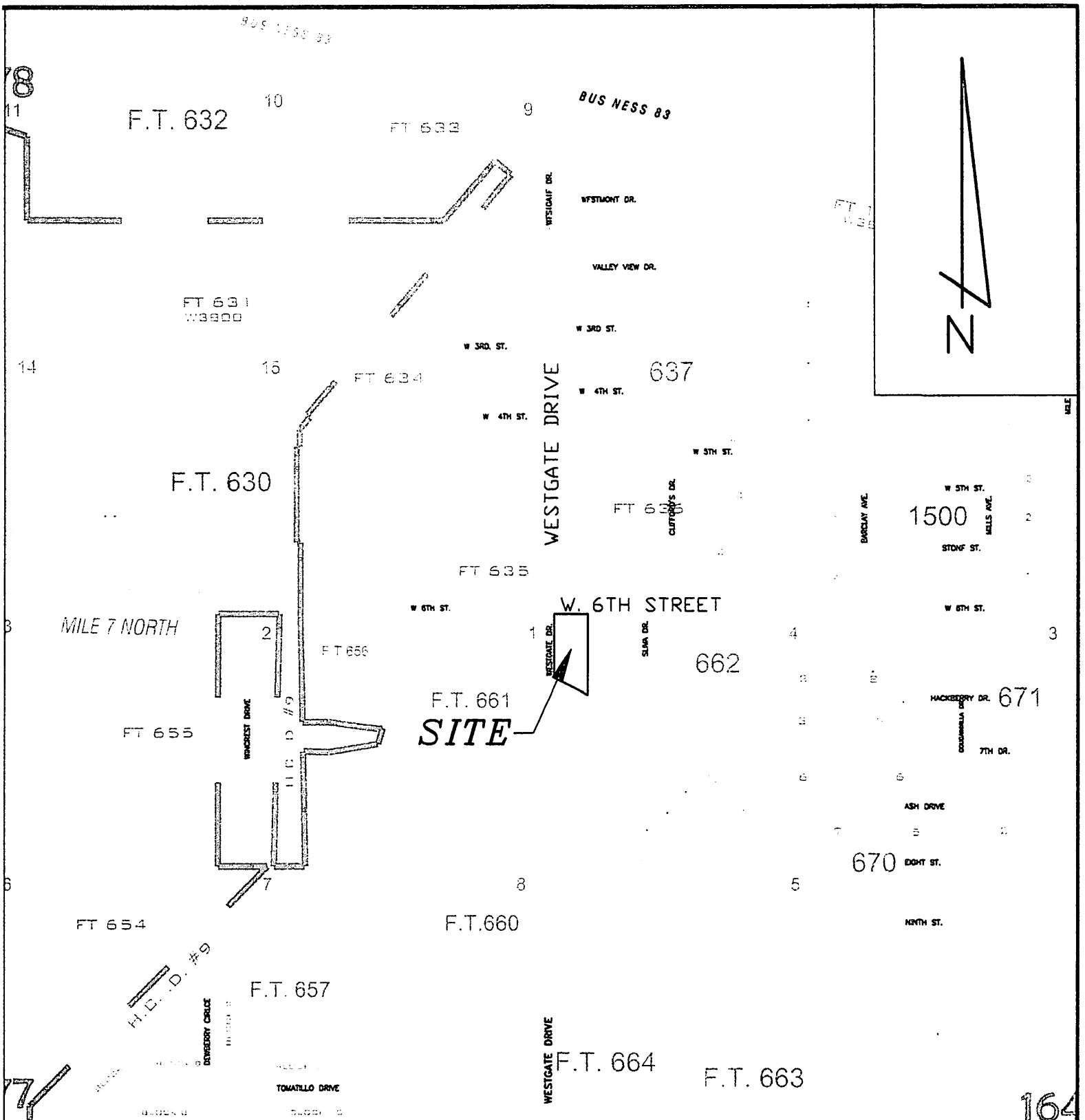
Per the USDA Soil Survey of Hidalgo County, the soils in this area consist predominantly of Hidalgo sandy clay loam (28) and Mercedes Clay (39). Hidalgo fine sandy loam is listed in hydrologic group B, which consists of well drained soils with a moderate infiltration rate and Mercedes clay is listed in hydrologic group D, which consists of soils with a slow infiltration rate and high shrink/swell potential.

Pre-development Conditions:

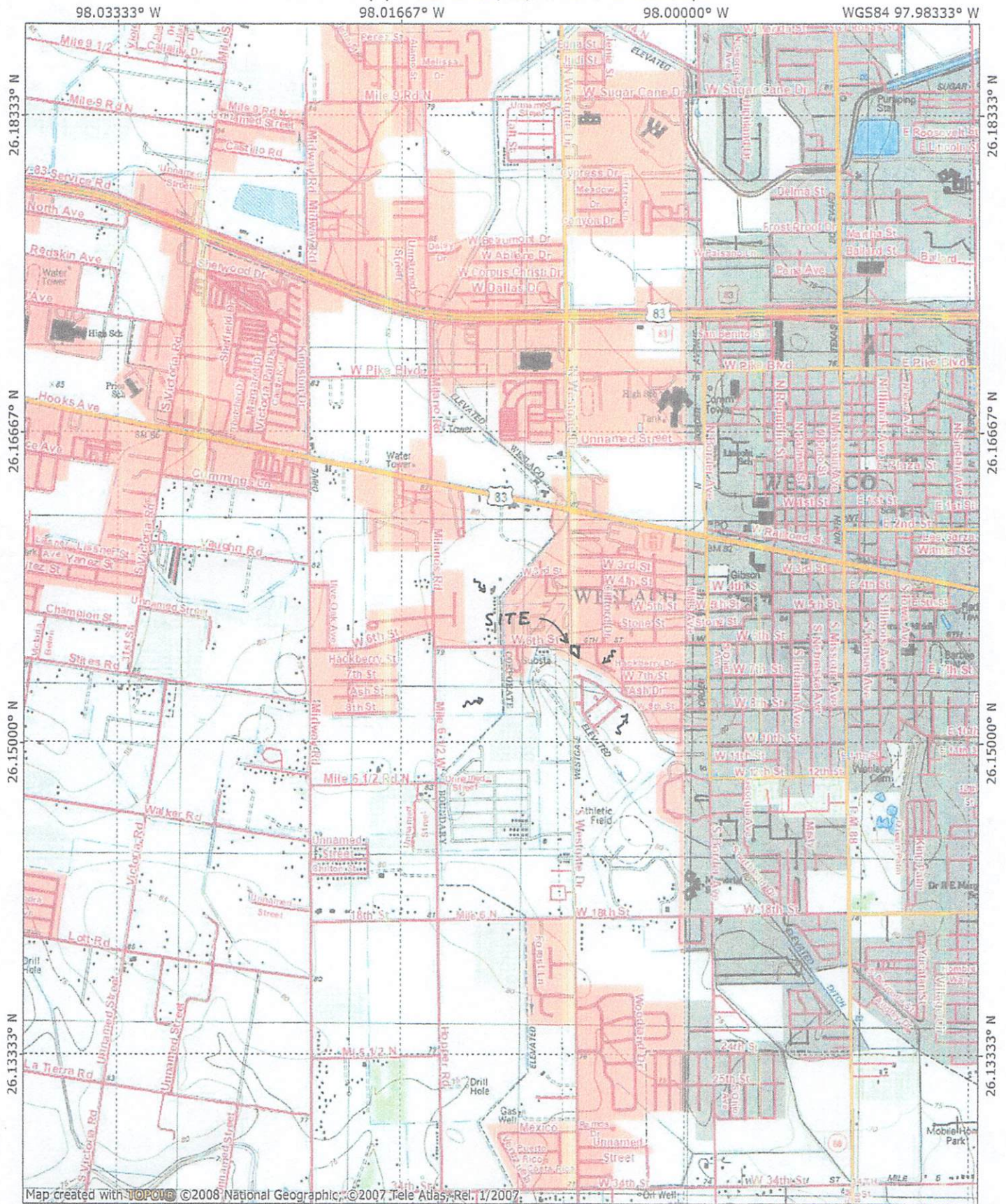
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Future Conditions:

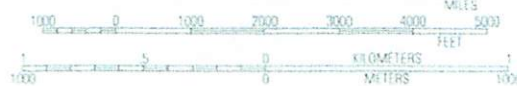
The development will consist of one commercial lot. Expected use will be for a commercial offices (refer to proposed site plan, page 17). Drainage calculations for a pre-development 10-year frequency storm versus a post-development 50-year frequency storm using the modified rational formula, using a weighted coefficient based on the proposed site plan, reveal total maximum volume of additional run-off of 9,943 cubic feet (0.228 acre-ft), and a future Q of 4.68 CFS for an increase Q of 3.07 CFS. This runoff will be detained within designated detention areas and discharge into the existing drain ditch along the south side of the subdivision owned by the City of Weslaco. A drainage plan is to be approved by the City of Weslaco at the time of issuance of a building permit.



A&J SUBDIVISION
LOCATION MAP
(SCALE 1" = 1,000')



**NATIONAL
GEOGRAPHIC**



WGS84 97.98333° W
TN
MN
3 1/2°
03/09/20



ROBLES ENGINEERING, LLC

FIRM NO. F-17391

Office: (956) 968-2422

Fax: (956) 969-2011

PO Box 476

Weslaco, TX 78599

Detention Volume

A&J SUBDIVISION

Using Modified Rational Method:

Maximum Additional Runoff Volume for 10-Year Undeveloped VS 50-Year Developed to determine required detention Volume.

For the existing Subdivision site:

Area = 1.47 ac.
Runoff Length = 402 ft
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Cex = 0.15
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	e=	Hidalgo County, TX	0.8599

For the future developed subdivision:

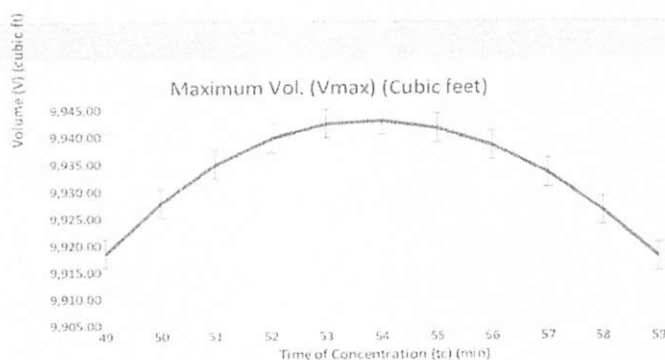
(REFER TO SITE PLAN)

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	e=	Hidalgo County, TX	0.8613

Tc	Qfut	Vfut	Qex	Vex	Vmax
49	4.98	14,641.76	1.61	4,723.31	9,918.45
50	4.92	14,747.47	1.61	4,819.71	9,927.76
51	4.85	14,850.88	1.61	4,916.10	9,934.78
52	4.79	14,952.07	1.61	5,012.50	9,939.57
53	4.73	15,051.13	1.61	5,108.89	9,942.24
54	4.68	15,148.13	1.61	5,205.28	9,942.85
55	4.62	15,243.16	1.61	5,301.68	9,941.48
56	4.56	15,336.29	1.61	5,398.07	9,938.21
57	4.51	15,427.57	1.61	5,494.47	9,933.10
58	4.46	15,517.08	1.61	5,590.86	9,926.22
59	4.41	15,604.88	1.61	5,687.25	9,917.63



Total Required Detention Volume: 9.943 cfs =
0.228 ac-ft



Table 3-1. Runoff Coefficients for Rational Formula.⁽¹⁴⁾	
Type of Drainage Area	Runoff Coefficient, C*
Business:	
Downtown areas	0.70 - 0.95
Neighborhood areas	0.50 - 0.70
Residential:	
Single-family areas	0.30 - 0.50
Multi-units, detached	0.40 - 0.60
Multi-units, attached	0.60 - 0.75
Suburban	0.25 - 0.40
Apartment dwelling areas	0.50 - 0.70
Industrial:	
Light areas	0.50 - 0.80
Heavy areas	0.60 - 0.90
Parks, cemeteries	
Parks, cemeteries	0.10 - 0.25
Playgrounds	0.20 - 0.40
Railroad yard areas	0.20 - 0.40
Unimproved areas	0.10 - 0.30
Lawns:	
Sandy soil, flat, 2%	0.05 - 0.10
Sandy soil, average, 2 - 7%	0.10 - 0.15
Sandy soil, steep, 7%	0.15 - 0.20
Heavy soil, flat, 2%	0.13 - 0.17
Heavy soil, average, 2 - 7%	0.18 - 0.22
Heavy soil, steep, 7%	0.25 - 0.35
Streets:	
Asphaltic	0.70 - 0.95
Concrete	0.80 - 0.95
Brick	0.70 - 0.85
Drives and walks	
Drives and walks	0.75 - 0.85
Roofs	
Roofs	0.75 - 0.95
*Higher values are usually appropriate for steeply sloped areas and longer return periods because infiltration and other losses have a proportionally smaller effect on runoff in these cases.	

Rainfall Intensity-Duration-Frequency Coefficients for Texas

Based on United States Geological Survey (USGS) Scientific Investigations Report 2004-5041

"Atlas of Depth-Duration Frequency of Precipitation Annual Maxima for Texas"

1. Select English or SI Units

English

2. Select or Enter a County

Hidalgo

3. Enter a Time of Conc.

Select Units

15

min

Coefficient	50% (2-year)	20% (5-year)	10% (10-year)	4% (25-year)	2% (50-year)	1% (100-year)
e	0.8645	0.8647	0.8599	0.8572	0.8613	0.8619
b (in.)	72.40	100.21	116.24	140.47	170.66	201.07
d (min)	12.92	13.90	14.33	15.32	16.71	18.00

Intensity
(in./hr)

4.07

5.47

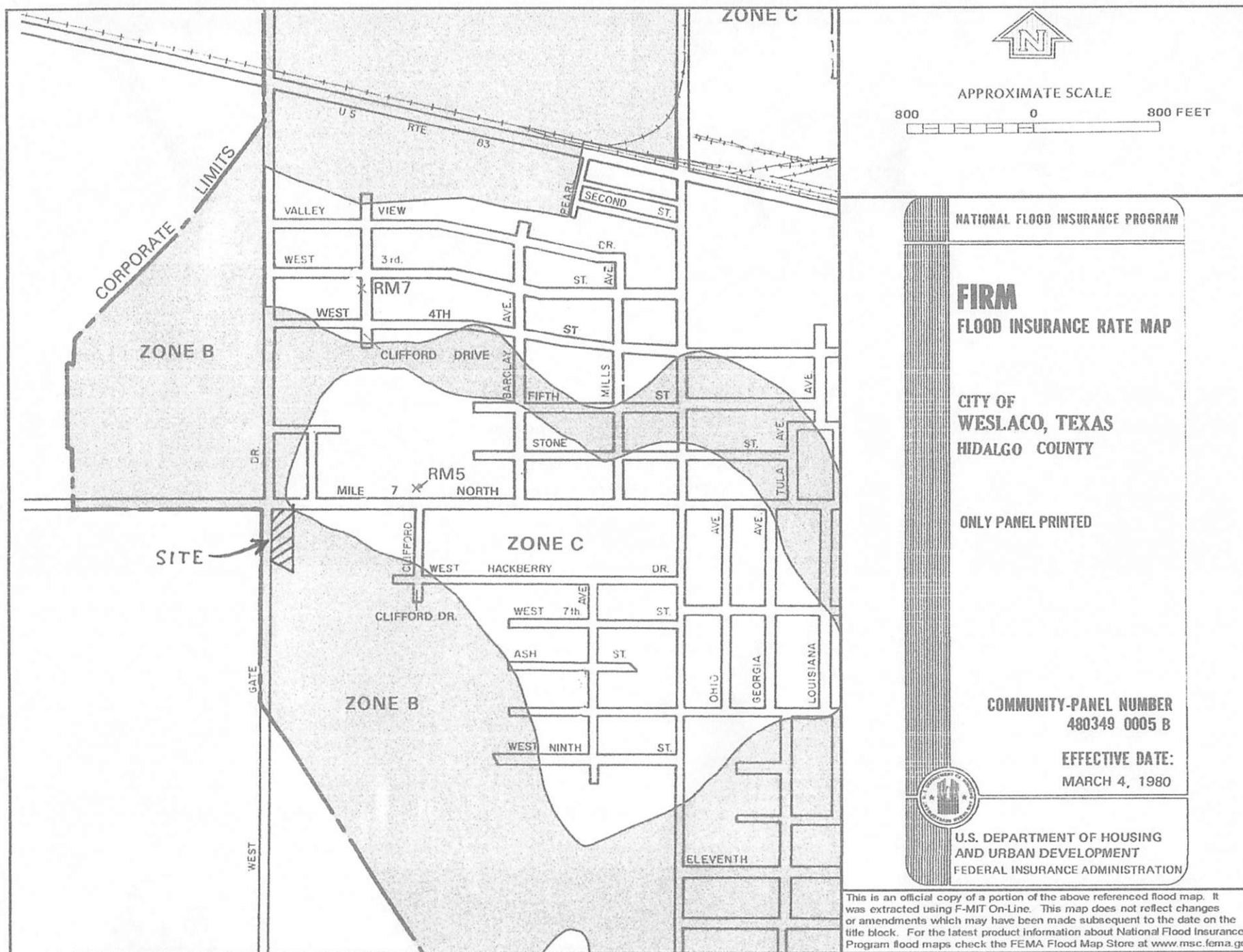
6.36

7.54

8.69

9.88

(Spreadsheet Release Date: August 31, 2015; data table reshuffle by Asquith July 14, 2016)



River Mile

• M1.5

**Referenced to the National Geodetic Vertical Datum of 1929

*EXPLANATION OF ZONE DESIGNATIONS

ZONE	EXPLANATION
A	Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
A0	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.
AH	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.
A1-A30	Areas of 100-year flood; base flood elevations and flood hazard factors determined.
A99	Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard factors not determined.
B	Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading)
C	Areas of minimal flooding. (No shading)
D	Areas of undetermined, but possible, flood hazards.
V	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.
V1-V30	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors determined.

NOTES TO USER

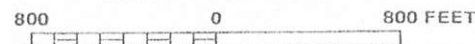
Certain areas not in the special flood hazard areas (zones A and V) may be protected by flood control structures.

This map is for flood insurance purposes only; it does not necessarily show all areas subject to flooding in the community or all planimetric features outside special flood hazard areas.

INITIAL IDENTIFICATION:
MARCH 29, 1974



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
WESLACO, TEXAS
HIDALGO COUNTY

ONLY PANEL PRINTED

COMMUNITY-PANEL NUMBER
480349 0005 B

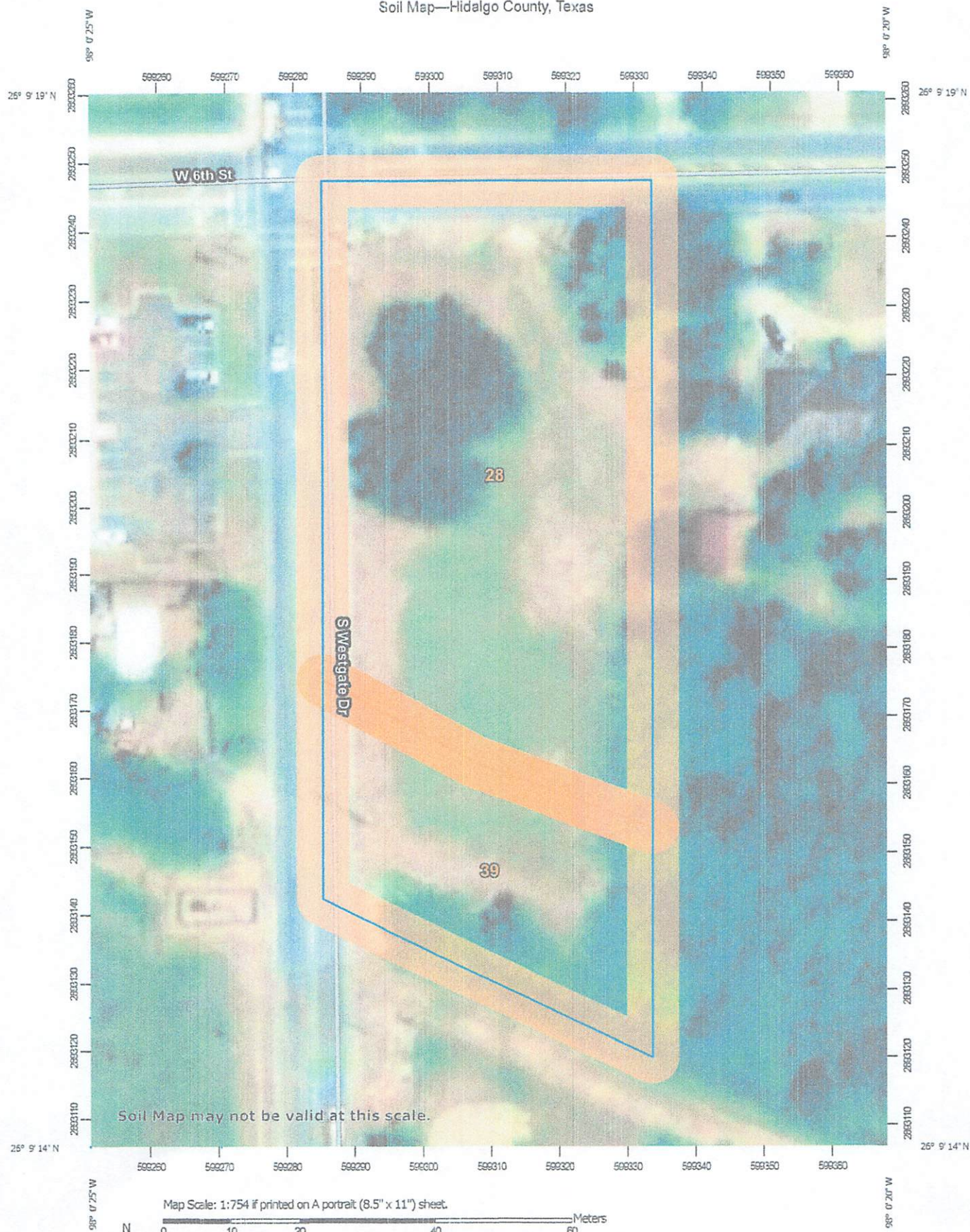
EFFECTIVE DATE:
MARCH 4, 1980



U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Soil Map—Hidalgo County, Texas



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

3/3/2020
Page 1 of 3

MAP LEGEND

Area of Interest (AOI)		Spoil Area
Area of Interest (AOI)		Stony Spot
Soils		Very Stony Spot
Soil Map Unit Polygons		Wet Spot
Soil Map Unit Lines		Other
Soil Map Unit Points		Special Line Features
Special Point Features		Water Features
Blowout		Streams and Canals
Borrow Pit		Transportation
Clay Spot		Rails
Closed Depression		Interstate Highways
Gravel Pit		US Routes
Gravelly Spot		Major Roads
Landfill		Local Roads
Lava Flow		Background
Marsh or swamp		Aerial Photography
Mine or Quarry		
Miscellaneous Water		
Perennial Water		
Rock Outcrop		
Saline Spot		
Sandy Spot		
Severely Eroded Spot		
Sinkhole		
Slide or Slip		
Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 18, Sep 12, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 20, 2015—Nov 5, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

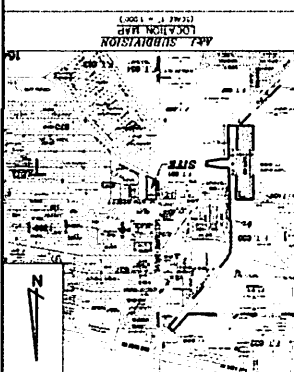
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	1.0	72.6%
39	Mercedes clay, 0 to 1 percent slopes	0.4	27.4%
Totals for Area of Interest		1.4	100.0%

Report—Engineering Properties

Absence of an entry indicates that the data were not estimated. The asterisk '*' denotes the representative texture; other possible textures follow the dash. The criteria for determining the hydrologic soil group for individual soil components is found in the National Engineering Handbook, Chapter 7 issued May 2007 (<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Engineering Properties—Hidalgo County, Texas														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>				<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>
28—Hidalgo sandy clay loam, 0 to 1 percent slopes														
Hidalgo	85	B	0-17	Sandy clay loam	CL, SC	A-6	0-0-0	0-0-0	100-100-100	95-98-100	86-96-100	44-54-63	25-30-39	11-15-18
			17-28	Sandy clay loam, clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	100-100-100	94-98-100	85-96-100	50-60-75	30-35-44	11-17-22
			28-38	Clay loam, sandy clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	95-97-100	91-94-100	81-93-100	54-68-81	30-38-44	11-17-22
			38-80	Sandy clay loam, clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	96-97-100	91-95-100	82-94-100	57-72-84	30-38-44	11-17-22
39—Mercedes clay, 0 to 1 percent slopes														
Mercedes	85	D	0-19	Clay	CH	A-7-6	0-0-0	0-1-2	85-93-100	80-90-100	80-90-100	75-85-95	55-66-76	32-41-49
			19-57	Clay	CH	A-7-6	0-0-0	0-1-2	85-93-100	80-90-100	80-90-100	75-85-95	50-63-76	32-41-49
			57-65	Clay	CH, CL	A-7-6	0-0-0	0-1-2	85-93-100	80-90-100	80-90-100	75-85-95	48-62-76	32-41-49

THESE PLANS AND SPECIFICATIONS ARE PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THESE PLANS AND SPECIFICATIONS SHALL BE MADE BY THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



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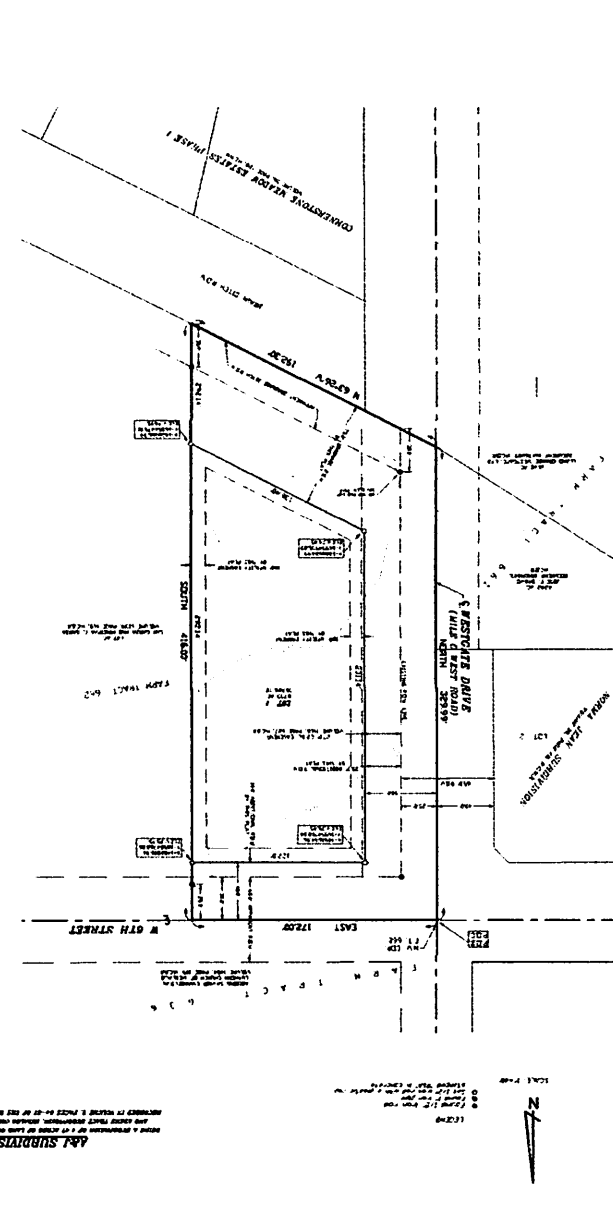
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11. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

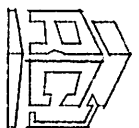
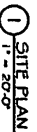
12. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

— 25 —

W. 6TH STREET



DESIGN /
CONSTRUCTION
LLC

208 W. FERGUSON AVE
UNIT 4, STE 3
PHARR, TX 78577
512-432-9352
RUCASTA@GMAIL.COM

• DESIGN •
CONSTRUCTION
SERVICES •

REYES OFFICE BUILDING
WESLACO, TX

AT TELEPHONE, SUBJECT'S
*BIRTH DATES AND DOB
CORRESPONDING NAME & OFF
*ACTIVITY DATES LEFT
PLANS & DECEASE

	RC / RB	Critical % per regulation
Landing gear	**	**
propellers	**	**

CSYB2001

A100

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

July 15, 2021

Mr. Reynaldo Robles, Jr., P.E.
P.O. Box 476
Weslaco, TX 78599

RE: A&J Subdivision Drainage Detention Requirements

Dear Mr. Robles:

This is to clarify the drainage detention requirements for the proposed A&J Subdivision located on the southeast corner of the intersection of Westgate Dr and 6th St.

The City of Weslaco requires a 75-ft dedication from the centerline of an existing adjacent drainage ditch. Within these 75-ft, the City permits linear detention to accommodate your subdivision drainage detention requirements, as previously approved by both the City of Weslaco and Hidalgo County Drainage District No. 1.

If you have any questions or need further clarification, please do not hesitate to call me at (956) 969-1533.

Sincerely,

Albert J. Aldana, P.E.
City Engineer

SCALE: 1"=40'

LEGEND

- Found 1/2" iron rod
- Found 1" iron pipe
- Set 1/2" iron rod with a plastic cap
- Stamped "86A" in concrete

A&J SUBDIVISION
BRING A SUBDIVISION OF 1.47 ACRES OF LAND OUT OF FARM TRACT 662, WEST
AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP
RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS

METES AND BOUNDS DESCRIPTION

Being 1.47 acres of land situated in Hidalgo County, Texas and being out of Farm Tract 662, Block 164, West and Adams Tract Subdivision, as per map recorded in Volume 2, Pages 34-37, of the Hidalgo County Map Records and said 1.47 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point on the intersection of the centerlines of W. 6th Street and Westgate Drive (Mile 6 W. Road) for the northwest corner of said Farm Tract 662 for the northwest corner of said tract herein described (N=16576476.2; E=1146194.6);

THENCE, EAST, 172.00 feet with the north line of said Farm Tract 662, the centerline of said W. 6th Street and the south line of Farm Tract 636 to a point for the northwest corner of said tract herein described;

THENCE, SOUTH, with the west line of a 153 acre tract of land described in Volume 1239, Page 165 of the Hidalgo County Deed Records, passing at a distance of 25.00 feet a 1-inch iron pipe found for reference on the recorded south right-of-way line of said W. 6th Street, passing at a distance of 30.00 feet the apparent south right-of-way line of said W. 6th Street, passing at a distance of 386.00 feet a found 1/2-inch iron rod found on-line for reference and continuing for a total distance of 416.00 feet to the southwest corner of said 153 acre tract and the southeast corner of said tract herein described;

THENCE, NORTH, 63°26' WEST, with the north line of a drain ditch right-of-way as described in Volume 36, Page 128 of the Hidalgo County Map Records, passing at a distance of 164.35 feet the west right-of-way line of said Westgate Drive, and continuing for a total distance of 192.30 feet to a point on the west line of said Farm Tract 662 for the southwest corner of said tract herein described;

THENCE, NORTH, 329.99 feet with the west line of said Farm Tract 662 and the centerline of said Westgate Drive to the POINT OF BEGINNING and containing 1.47 acres of land more or less.

GENERAL SUBDIVISION PLAT NOTES

- FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "B" (AREAS BETWEEN THE LIMITS OF 100-YEAR AND 500-YEAR FLOOD); OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD; OF COMMUNITY-PANEL NO. 480349 0005 B, WITH AN EFFECTIVE DATE OF MARCH 4, 1980.
- SETBACKS: MINIMUM SETBACKS SHALL BE AS FOLLOWS:
FRONT: 25.0 FEET
REAR: 25.0 FEET
SIDE: 5.0 FEET
- MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
- BENCHMARK: ELEV. 75.17; 1/2-INCH IRON ROD LOCATED ON THE SOUTH SIDE OF THE SITE AT THE EXISTING EAST RIGHT OF WAY LINE OF MILE 6 WEST ROAD.
- IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 9,943 CUBIC FEET (0.228 ACRE-Feet) OF STORM WATER RUNOFF. AN APPROVED STORM WATER DETENTION PLAN WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- NO STRUCTURES SHALL BE PERMITTED ON, OVER OR WITHIN ANY EASEMENT.
- BUILDING PERMIT SHALL ACQUIRED FROM THE CITY OF WESLACO PRIOR TO CONSTRUCTION WITHIN ANY LOT.
- STREET LIGHT MUST BE LOCATED EVERY 300 FEET.
- NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENT.
- A 5 FT SIDEWALK IS REQUIRED ALONG ALL STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. ON CORNER LOTS, THE OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.
- NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
- CORNER LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM THE INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
- THE DEVELOPER OF EACH LOT SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAIN VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED AT THE PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

STATE OF TEXAS
HIDALGO COUNTY

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS THE "A&J SUBDIVISION" TO THE CITY OF WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREET, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

DRALIA REYES
R&R REAL ESTATE INVESTMENTS, LTD
512 S. WESTGATE DRIVE
WESLACO, TX 78596

DATE

STATE OF TEXAS
HIDALGO COUNTY

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED DRALIA REYES AND PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE, CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2020.

NOTARY PUBLIC, FOR THE STATE OF TEXAS

CERTIFICATION BY THE CHAIRMAN OF THE COMMISSION:

THIS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WESLACO, AND IS HEREBY APPROVED BY SUCH COMMISSION.

CHAIRMAN, PLANNING COMMISSION
CITY OF WESLACO

DATE

CERTIFICATION OF THE MAYOR OF THE CITY OF WESLACO:

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

MAYOR DAVID SUAREZ
CITY OF WESLACO

DATE

ATTEST:

CITY SECRETARY

DATE

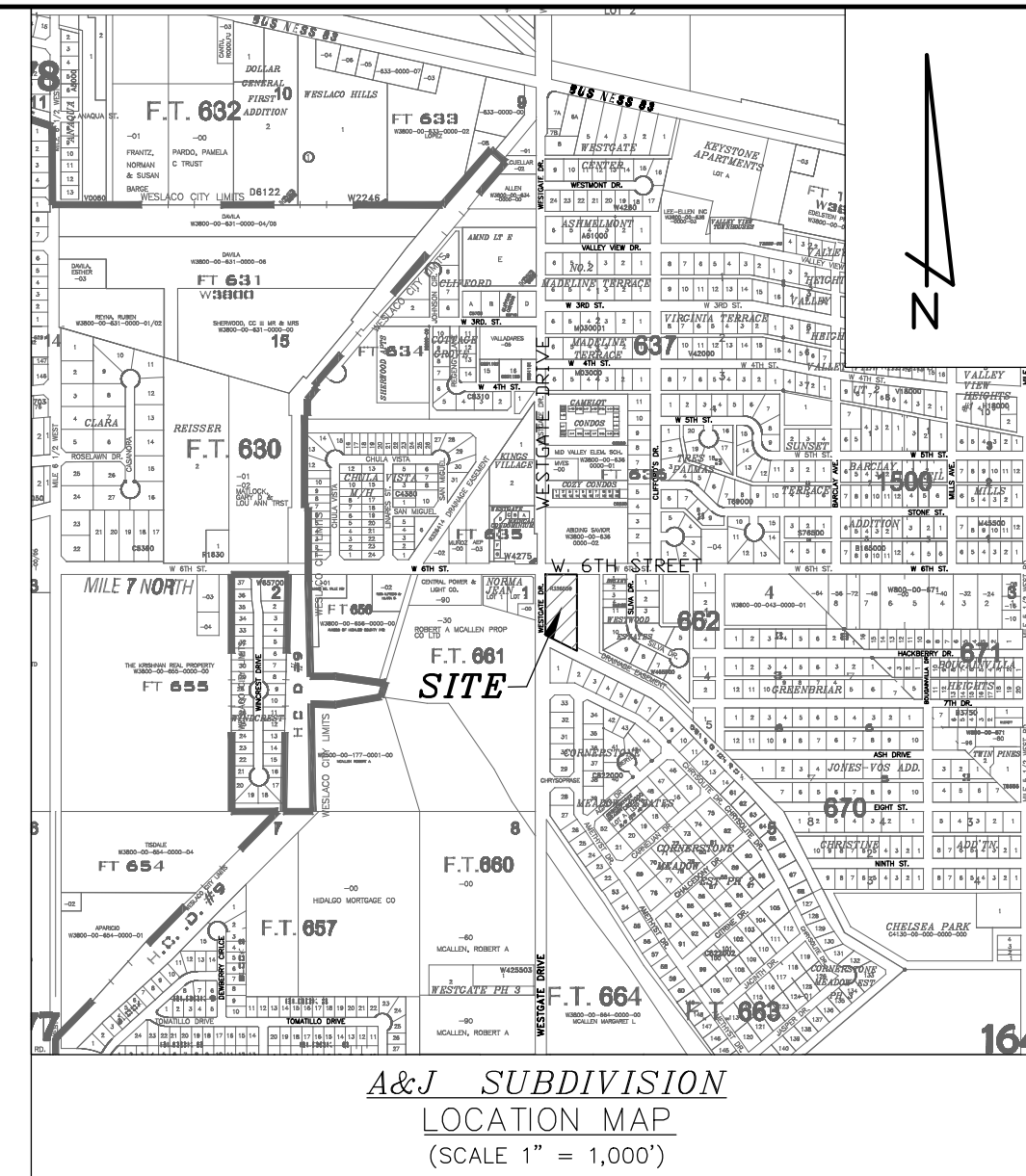
CERTIFICATION BY THE IRRIGATION DISTRICT

This plat is approved by Hidalgo and Cameron Counties Irrigation District No.9

Dated this ____ day of _____, 20____.

- No improvements of any kind shall be placed upon Hidalgo and Cameron Counties Irrigation District No. 9 Right-of-Ways and/or Easements without the expressed written permission of HCCID #9.
- It is understood that the rate of flow of Storm Water for the development will be no greater than the rate of flow of Storm Water when the land was in agricultural use.
- HCCID #9 will not be responsible for the storm/drainage water system to any lot with in this subdivision. As well, HCCID #9 will not be responsible for the delivery of water to any lot with in this subdivision. If desired, this will NOT be at the Districts Expense.
- HCCID #9 has not reviewed and does not certify that the storm sewer or utilities systems described are appropriate for the particular subdivision, based on generally accepted engineering criteria. The developer and his engineer are responsible for their determinations.

General Manager
Hidalgo & Cameron Counties Irrigation District No. 9



APPROVED BY THE DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

DATE

STATE OF TEXAS
HIDALGO COUNTY

I, THE UNDERSIGNED, REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

PRELIMINARY

REYNALDO ROBLES
R.P.L.S.#4032
PO BOX 476
WESLACO, TX, 78599

DATE

STATE OF TEXAS
HIDALGO COUNTY

I, THE UNDERSIGNED, REYNALDO ROBLES, JR., A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

PRELIMINARY

REYNALDO ROBLES, JR.
LICENSED PROFESSIONAL ENGINEER #102357
PO BOX 476
WESLACO, TX, 78599

DATE



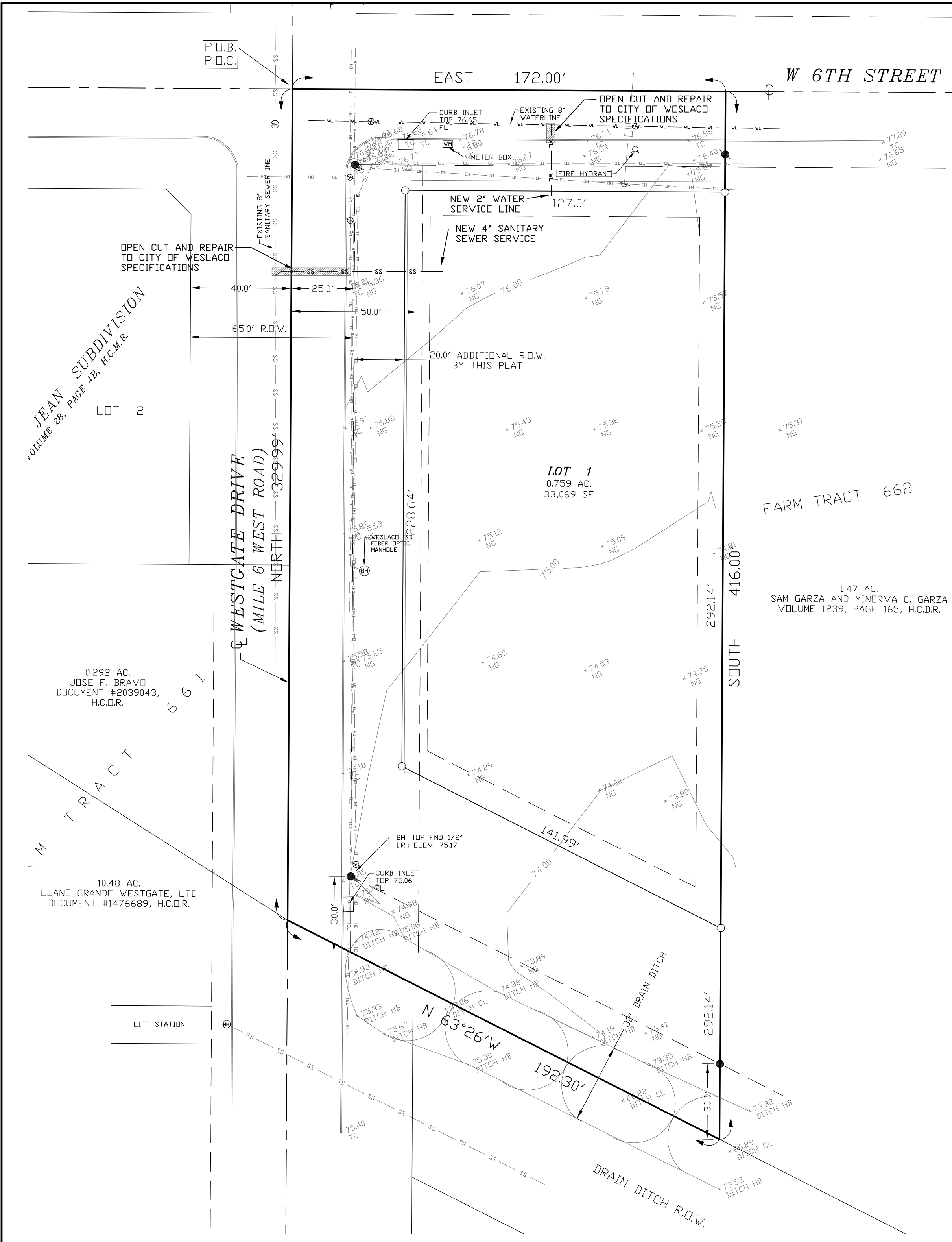
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

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

BY: _____ DEPUTY

DRAWN BY:JR
DATE: 2-27-20
JOB NO. 140-20
REVIEWED BY:JR

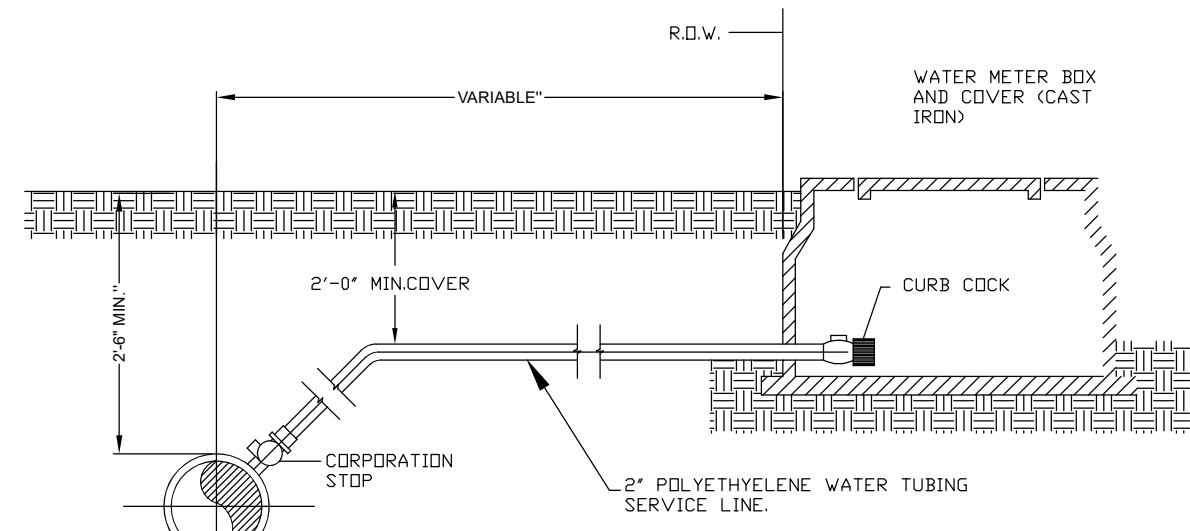


A&J SUBDIVISION

BEING A SUBDIVISION OF 1.47 ACRES OF LAND OUT OF FARM TRACT 662, WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS

- LEGEND
- Found 1/2" iron rod
 - Set 1/2" iron rod with a plastic cap stamped "R&A"
 - Found 1/2" iron rod with a plastic cap stamped "R&A"
 - Found 5/8" iron rod
 - Found 3/4" square iron rod
 - Found concrete monument
 - Found iron rod with aluminum disc
 - ▲ Found cotton picker spindle
 - Fence line
 - Irrigation stand pipe
 - Water valve
 - Man Hole
 - Power Pole
 - Irrigation line (approx. location)
 - Sanitary sewer line (approx. location)
 - Underground cable (approx. location)
 - Overhead powerline

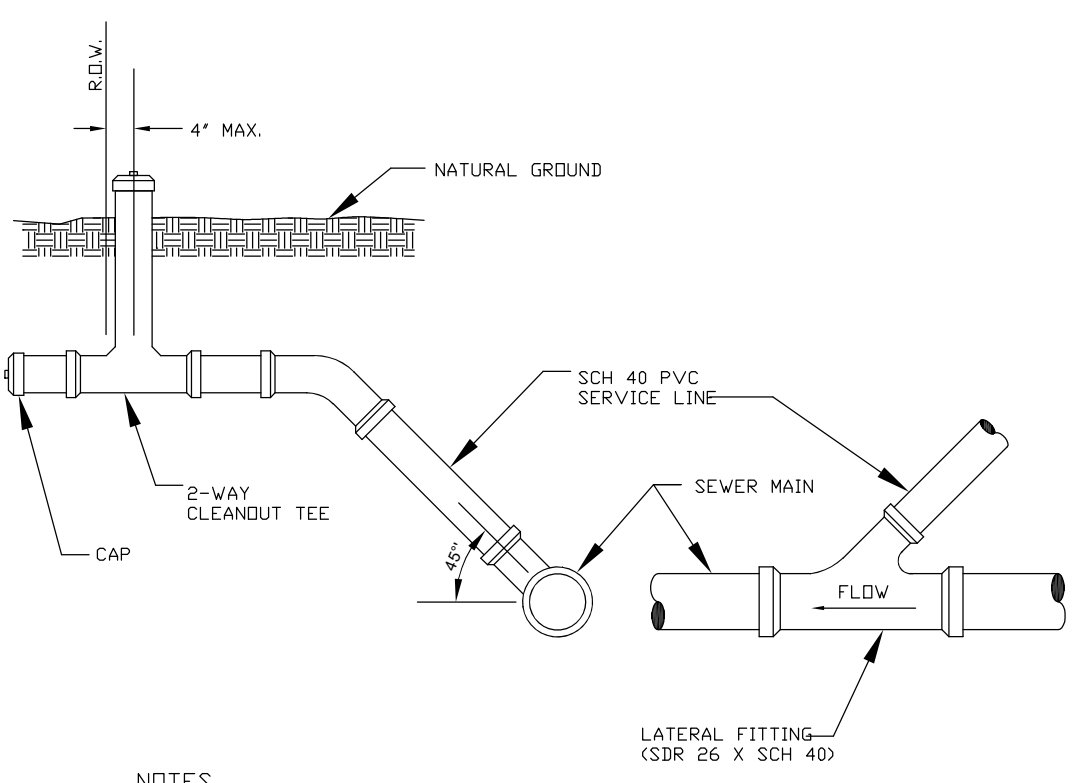
BENCHMARK: TOP OF IRON ROD LOCATED ON THE NORTH PROPERTY LINE AT THE WEST RIGHT-OF-WAY LINE OF MILE 6 WEST ROAD. ELEVATION=78.68



1. ALL SERVICE CONNECTIONS NEED TO HAVE A MIN. 2'-0" COVER FROM FINISHED GRADE.
2. ALL WATER MAINS HAVE 30 INCHES OF COVER FROM FINISHED GRADE.
3. METER BOX SHALL BE CAST IRON.
4. ALL CONCRETE TO HAVE A MIN. 28 DAYS COMPRESSIVE STRENGTH 2000PSI.
5. 2" GATE VALVE ONLY REQUIRED FOR 2" SERVICE.
6. POLYETHYLENE TUBING ACCEPTABLE FOR LINE SIZES 1" OR LESS. SCHEDULE 40 PVC REQUIRED FOR LINE SERVICES GREATER THAN 1".

NOTE: 6" WATERLINE FOR COMMERCIAL USE. 1" WATERLINE FOR SPRINKLER OR IRRIGATION.

STANDARD WATER SERVICE CONNECTION



- NOTES
1. INDIVIDUAL SERVICE LATERALS TO BE PROVIDED TO EACH LOT.
 2. SINGLE FAMILY SERVICE SHALL BE 4" MIN. MULTI-FAMILY, COMMERCIAL, AND INDUSTRIAL SERVICE SHALL BE 6" OR GREATER AS REQUIRED.

STANDARD SERVICE CONNECTION

DRAWN BY:JR
DATE: 2-27-20
JOB NO. 140-20
REVIEWED BY:JR

ROBLES ENGINEERING, LLC
FIRM NO. F-17391
P.O. BOX 476
107 W. HUSACHE ST.
WESLACO, TEXAS 78396
PHONE (956) 968-2422
FAX (956) 969-2011

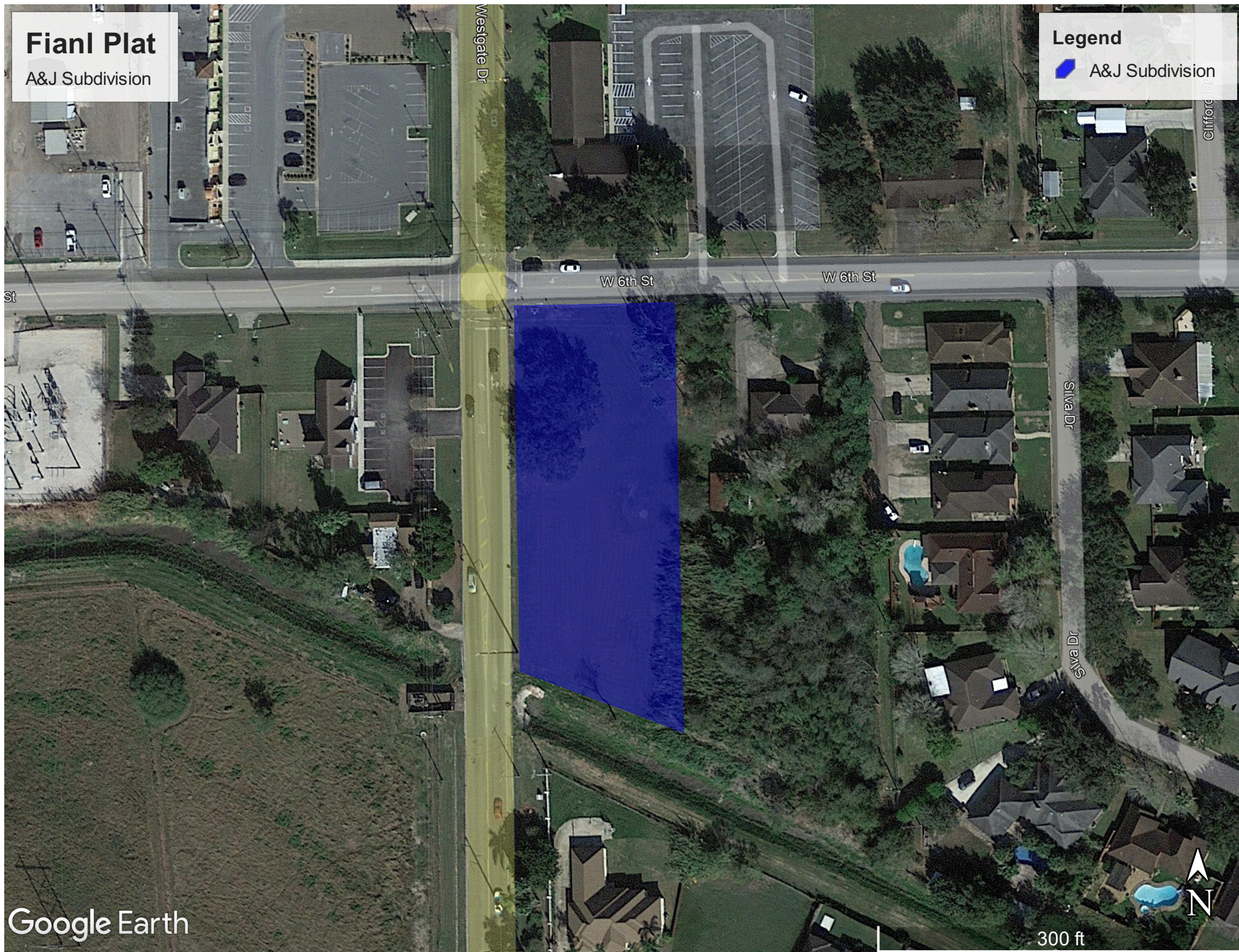
PRELIMINARY- FOR REVIEW ONLY

Fianl Plat

A&J Subdivision

Legend

 A&J Subdivision



Google Earth



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5166
From:		
Subject: Discussion and consideration to send notice of contract termination to Perdue, Brandon, Fielder, Collins & Mott, LLP and authorize staff to solicit proposals for the collection of delinquent taxes and authorize the Mayor to execute any related documents. 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: 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 ADELAIDA VEGA ANDREW MUNOZ		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: Perdue Contract		
Responsibilities upon Approval:		

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

THIS CONTRACT is made between the **CITY OF WESLACO** a political subdivision of the State of Texas, acting by and through its BOARD OF COMMISSIONERS, hereinafter called Taxing Authority, and PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P., Attorneys at Law, McAllen, Texas, or their duly authorized representatives, hereinafter called the Firm.

I.

Taxing Authority agrees to employ and does hereby employ the Firm to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest, owing to the Taxing Authority which the Taxing Authority's Tax Collector refers to the Firm, provided current years taxes becoming delinquent within the period of this contract shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this Contract that are not delinquent for any prior year become subject to the terms of this Contract on the 1st day of July, of the year in which they become delinquent; and
- B. Taxes that become delinquent during the term of this Contract on property that is delinquent for prior years shall become subject to its term on the first day of delinquency when such property under litigation or comes under litigation or is referred to the Firm for collection by the Taxing Authority's Tax Collector.
- C. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the Firm for collection.
- D. In the event that the Taxing Authority has adopted or adopts a resolution under §33.11 of the Texas Property Tax Code, then all delinquent personal property taxes shall become subject to this contract and are to be turned over to the FIRM for collection 60 days after the delinquency date for said taxes. A 15% penalty shall be assessed to defray the cost of collecting those taxes as provided by §33.11, Texas Property Tax Code. All collection penalties or attorney fees

collected on those taxes are the property of the firm and shall be paid in the same manner as all other collection penalties or attorney fees under this contract.

II.

The Firm is to call to the attention of the collector or officials any errors, double assessments or other discrepancies coming under their observance during the progress of the work and is to intervene on behalf of the Taxing Authority in all suits for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

III.

The Firm agrees to make progress reports to the Taxing Authority on request, and the advise the Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

IV.

The Firm further incorporates its written proposal to collect delinquent taxes into this contract and agrees to perform in accordance thereto. All activities performed by the Firm in connection with this contract (i.e. title research and publications costs are at no out of pocket costs to the taxing authority.)

V.

Taxing Authority agrees to pay the Firm as compensation for services rendered hereunder fifteen (15%) percent of the total amount of all delinquent taxes, penalty and interest which are subject to this contract and which are actually collected and paid to the Taxing Authority's Collector of Taxes. Other taxes, including current taxes, which are turned over to the Firm by the Taxing Authority's Tax Assessor-Collector because of the necessity of filing claims in Bankruptcy, with other Federal authorities, or for other reasons, shall become subject to the terms of this contract at the time they are turned over to the Firm and the Firm shall be entitled to fifteen (15%) percent of any amounts of delinquent taxes, penalties, and interest actually received by the Taxing Authority, and fifteen (15%) percent of current taxes actually received by the Taxing Authority when such percentage is actually recovered from the taxpayer, if collected prior to July 1st of any tax year.

VI.

Taxing Authority agrees to furnish to the Firm all data and information in its possession as to the name and address of the taxpayer, the legal description of the property, years the property is delinquent and the amount of taxes due. Taxing Authority further agrees to update said information by furnishing a list of paid accounts and adjustments to the Tax Roll as necessary. Section 33.48(a) (4) of the Texas Property Tax Code provides: "In addition to other costs authorized by law, a taxing unit is entitled to recover...reasonable expenses that are incurred by the taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due:..." The Firm agrees to advance on behalf of Taxing Authority such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, Taxing Authority assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against Taxing Authority for uncollected costs or expenses.

VII.

This Contract shall commence on February 1, 2015, and continue in force and effect until February 2, 2016, at which time this contract shall continue on a monthly basis thereafter; provided, however, that either party to this agreement shall have the right to terminate this agreement by giving the other party sixty (60) days written notice of their desire and intention to terminate this agreement; and further provided that the Firm shall have an additional six (6) months to reduce to judgment all tax suits and bankruptcy claims filed prior to the date this agreement becomes terminated.

VIII.

For the term of this Contract for the Collection of Delinquent Taxes as set forth in Section VII, the Firm shall indemnify, defend and hold harmless the Taxing Authority, its elected officials, employees and agents (hereinafter referred to as Taxing Authority) from any and all claims, damages, losses, including attorneys' fees as limited herein, resulting from or connected with any claims made by third parties. Specifically, the Firm shall indemnify, defend and hold harmless the Taxing Authority, from any and all claims, damages, losses, resulting from a challenge to the validity of this contract and/or the right of the Taxing Authority to cancel and/or terminate its prior contract with a third party to collect the Taxing Authority's delinquent taxes. The Firm has the right and the obligation to select attorneys, including itself, to defend the Taxing Authority in any such claims and/or suits. The costs of such defense and of said attorneys shall be borne solely by Firm. The Firm, with the consent of the Taxing Authority may negotiate, effectuate, settle and compromise any claims of Third Parties for which Firm is an indemnitor. The Taxing Authority may not settle, compromise, negotiate or pay any claims of third parties for which it seeks indemnification from Firm without obtaining Firm's prior consent and approval.

IX.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

In consideration of the terms and compensation here stated, the Firm hereby accepts said employment and undertakes the performance of this Contract as above written.

This Contract is executed on behalf of the Taxing Authority by the presiding officer of its governing body who is authorized to execute this instrument by Order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the 30th day of January, 20 15, Hidalgo County, Texas.

**PERDUE, BRANDON, FIELDER
COLLINS & MOTT, L.L.P.**

BY:

Hiram A. Gutierrez
HIRAM A. GUTIERREZ,
PARTNER

CITY OF WESLACO

BY:

David Suarez
DAVID SUAREZ,
MAYOR

ATTEST:

Elizabeth Walker WCC 12/16/14
ELIZABETH WALKER,
CITY SECRETARY

APPROVED AS TO FORM:

Frank Garza
FRANK GARZA,
CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5168
From:		
Subject: Discussion and consideration regarding Waterline Access Agreements between the City of Weslaco and North Alamo Water Supply Corporation and authorize the Mayor to execute any related documents. 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: 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 ANDREW MUNOZ		Created
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5197
From:		
Subject: Discussion and consideration on request from Weslaco Economic Development Corporation to solicit proposals for bank depository services for all funds and securities of the Corporation and authorize the Mayor to execute any related documents. 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):		
NORMA CANTU ANDREW MUNOZ		Created
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5198	
From:			
Subject: Discussion and consideration to approve Resolution 2022-19 adopting the 2022 Work Plan and Budget for the thirty-fifth (35th) Urban County Program in the amount of \$300,037 and correcting the Work plan on the Water/Sewer Improvement projects to read Sinclair St from Witmer to Los Torritos instead of 2nd Street (Kansas to Bridge Avenue) and authorizing the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The city held a public hearing on November 2, 2021 on the Urban County FY 22 year soliciting input from the community as to the usage of the awarded funds. The commission approved the plan yet i failed to present a resolution appropriating the funds for the different functions of the program, hence this request. I erroneously listed the wrong description on the project to be undertaken and will make the necessary corrections at this meeting.			
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: Hearing held on November 02, 2021.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU VIDAL ROMAN ANDREW MUNOZ		Created	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval of the resolution.			
Attachments, if any: UC Memo, R2022-19 Urban County 2022 Work Plan			
Responsibilities upon Approval:			

File resolution with Urban County office.

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

Date: February 15, 2022

To: Mayor and City Commission

CC: Andrew Munoz, Interim City Manager

FR: Vidal Roman, Finance Director

Re: Urban County Year 35 (2022)

The city held a Public Hearing on November 02, 2021, on the Needs Assessment Plan for Fiscal Year 2022 (UC 35th Year).

I mentioned at the meeting we would be making infrastructure improvements on 2nd Street from Kansas Avenue east to Bridge Ave. I would like to make a correction on the street location. It should be Sinclair Street from Witmer north to Los Torritos. I just happened to include the wrong documentation on the work plan. The 2nd St project is to be undertaken in the future in accordance with our long-term plans. There will be no change in linear feet involved from the original submission and it will still be for Infrastructure improvements that pertain to upgrading our sewer system. The appropriations will also remain the same at \$292,037.

Also, there was the oversight on not introducing a resolution for the adoption of the 2022 workplan and herein it is being introduce for adoption.

RESOLUTION NO. 2022-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS
ADOPTING THE 2022 WORK PLAN AND BUDGET FOR YEAR THIRTY-FIFTH (35)
URBAN COUNTY PROGRAM

WHEREAS, the City of Weslaco is participating in the Urban County Program; and

WHEREAS, the City of Weslaco conducted a Public Hearing on Tuesday, November 02, 2021, at 6:02 P.M. at the Weslaco City Hall to solicit public input on community needs in compliance with CDBG requirements;

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

The Urban County work plan and budget for Year Thirty-fifth (35th), 2022 is hereby adopted as follows:

Year 35

<u>PROGRAM ACTIVITY</u>	<u>BUDGET</u>
General Administration	\$ 3,000.00
Senior Services	5,000.00
Water/Sewer Improvements	<u>292,037.00</u>
TOTAL	<u>\$300,037.00</u>

PASSED AND APPROVED on this 15th day of February 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: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5025
From:		
Subject: Discussion and consideration to approve an Interlocal Agreement between the City of Weslaco and the City of Mercedes regarding the housing of prisoners in the City of Weslaco's municipal jail and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)		
Background: WHEREAS the City of Weslaco, Texas (hereinafter referred to as Weslaco) and the City of Mercedes, Texas (hereinafter referred to as Mercedes) seek to enter into an Interlocal Agreement to provide for the housing of Mercedes male and female prisoners, in Weslaco's municipal jail.		
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: Annual renewal		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ROBERT LOPEZ ROBERT LOPEZ ANDREW MUNOZ		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: Mercedes Weslaco Jail ILA		
Responsibilities upon Approval:		

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BY AND
BETWEEN THE CITY OF WESLACO,
TEXAS
AND
THE CITY OF MERCEDES, TEXAS
REGARDING THE HOUSING OF PRISONERS IN THE CITY OF WESLACO'S
MUNICIPAL JAIL**

WHEREAS the City of Weslaco, Texas (hereinafter referred to as Weslaco) and the City of Mercedes, Texas (hereinafter referred to as Mercedes) seek to enter into an Interlocal Agreement to provide for the housing of Mercedes male and female prisoners, in Weslaco's municipal jail.

NOW THEREFORE, on the dates indicated, Weslaco and Mercedes, pursuant to Chapter 791 of the Texas Government Code, enter into the following Interlocal Agreement concerning the housing of Mercedes prisoners as follows:

1. Weslaco hereby agrees to house adult male and female prisoners for Mercedes on a space available basis. The availability of space shall be determined solely by Weslaco.
2. Mercedes shall pay Weslaco a daily prisoner-housing fee of FIFTY-FOUR DOLLARS AND NO/100 CENTS (\$54.00) per prisoner a day. The day the prisoner is "booked in" will be counted and charged. Prisoners present or returning after 8:00 a.m. each consecutive day will be charged an additional day. Weslaco will provide Mercedes a monthly, itemized invoice showing the actual number of Mercedes prisoner days in that month and the daily Mercedes prisoner count. Mercedes will remit the full amount of the invoice to Weslaco within thirty (30) days of receipt thereof.
3. In addition to the daily prisoner housing fee set forth above, Mercedes will pay for all hospital, mental health, dental, or other health care services and any prescription drugs provided to any Mercedes prisoners housed by Weslaco. Non-prescription medication may be provided at no cost to Mercedes prisoners.
4. Mercedes agrees to comply with all Weslaco booking procedures and policies. A copy of all applicable policies and procedures will be provided to Mercedes. The Weslaco Municipal Jail will be operated as set forth in attachment Exhibit "A", which is attached hereto and incorporated by reference as if fully set forth herein. Weslaco shall at all times comply with any applicable Municipal Jail standards of the State of Texas.

5. Mercedes agrees that Weslaco will not house any injured prisoners unless Mercedes has furnished an acceptable medical release signed by appropriate medical personnel certifying that such prisoner may be housed within the Weslaco jail.
6. Mercedes may not transfer to Weslaco any prisoner they have arrested who is served with a mental health warrant (section 28 or 26) or exhibits signs of or actions leading to an on-view detention for mental health evaluation.
7. Weslaco shall notify Mercedes as soon as practical if any Mercedes prisoner is injured while housed at the Weslaco Jail and will follow up in providing Mercedes copies of all incident reports prepared relative to said injury.
8. Weslaco reserves the right to refuse or return any Mercedes prisoner for any reason. Mercedes shall immediately arrange to take custody of any such prisoner as requested by Weslaco.
9. To the extent allowed by law, Mercedes will and does agree to indemnify, protect, defend with counsel approved by Weslaco, and hold harmless by Weslaco and their respective elected officials, employees, representatives, and agents from and against all damages, losses, liens, causes of action, suits, judgements, expenses, and other claims of any nature, kind or description, including reasonable attorney's fees incurred in investigating, defending, settling any of the forgoing, by any person or entity, arising out of, caused by, or resulting from Mercedes's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission, or willful misconduct of Mercedes, anyone directly employed by Mercedes, or anyone else whose acts Mercedes may be liable for. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Weslaco indemnity has by law or equity. All Parties will be entitled to be represented by counsel at their own expense.
10. To the extent allowed by law, Weslaco will and does hereby agree to indemnify, protect, defend with counsel approved by Mercedes, and hold harmless Mercedes and their respective elected officials, officers, directors, attorneys, employees, representatives, and agents from and against all damages, losses, liens, causes of action, suits, judgements, expenses, and other claims of any nature, kind, or description, including responsible attorney's fees incurred in investigating, defending or settling any of the foregoing by any person or entity, arising out of, caused by, or resulting from Weslaco's performance

under, or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission, or willful misconduct of Weslaco's employees, anyone directly employed by Weslaco, or anyone whose acts Weslaco may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Mercedes indemnity has by law or equity. All Parties will be entitled to be represented by counsel at their own expense.

11. This agreement shall commence as of the date of execution and shall continue for a term of six (6) months unless terminated as set forth herein. Thereafter, and unless terminated as herein provided, or otherwise renegotiated, the agreement will automatically renew for an additional six (6) month terms. If either party deems renegotiation to be necessary, that party shall notify the other party by certified mail, addressed to the city's mayor of that party, at least sixty (60) days in advance of the date on which the current term will terminate. Either party may terminate this Interlocal Agreement without cause by giving sixty (60) days written notice of its intent to terminate this agreement.
12. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made any representations or agreements either directly or through any agent or representative in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by each party. This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue will lie exclusively in Hidalgo County.
13. Mercedes agrees to provide any and all transportation of prisoners to and from Weslaco Municipal Jail.
14. If, during any term hereof, the Mercedes City Commission does not appropriate sufficient funds to meet the obligations of Mercedes under this Agreement, then Mercedes may terminate this Agreement upon sixty (60) days written notice to Weslaco. Mercedes agrees to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Mercedes pursuant to the provisions of Tex. Loc. Govt. Code § 271.903.
15. Any payment to be made under this Agreement shall be made from the current revenues of the paying party.

ACCEPTED, APPROVED AND WITNESSED on _____, **2022.**

CITY OF WESLACO, HIDALGO COUNTY, TEXAS

BY: _____ **DAVID SUAREZ, Mayor**

BY: _____ **NORMA CANTU, City Secretary**

BY: _____ **JUAN E. GONZALEZ, City Attorney**

CITY OF MERCEDES, HIDALGO COUNTY, TEXAS

BY: _____
Oscar D. Montoya , Mayor

BY: _____
_____, **City Secretary**

BY: _____
_____, **City Attorney**

EXHIBIT “A” OPERATION OF THE FACILITY

Section 1.01. Minimum Conditions of Confinement. Weslaco shall operate, manage, supervise and maintain the Facility, and provide for the secure custody, care and safekeeping of inmates at the Municipal Jail, in accordance with Weslaco Jail Policies.

- (a) Staffing shall be provided twenty-four (24) hours a day to supervise inmates.
- (b) Three (3) meals (including two hot meals) shall be provided per day for City inmates.
- (c) Emergency medical care will be provided for the inmates twenty-four (24) hours per day.
- (d) Weslaco will maintain existing fire detection and alarm systems, and shall maintain written policies, procedures and practices regarding fire and other safety emergency standards.
- (e) Weslaco will maintain a water supply that is certified to be in compliance with applicable laws and regulations, and Weslaco will maintain a waste disposal program.

Section 1.02. Food Services. Weslaco will provide food and beverage services in compliance with all the applicable regulations and standards, sanitation and health codes. Weslaco will provide two (2) hot meals daily, and one (1) other meal that need not be hot, with no more than 14 hours elapsed between meals.

Section 1.03. Transportation. Weslaco agrees to provide transportation of inmates of Mercedes to The Hidalgo County Jail upon receipt of commitment by a magistrate.

- (a) Transportation and escort guard services will be performed, pursuant to policies, procedures and practices established by Weslaco, by qualified detention officers/ peace officers employed by Weslaco, and Weslaco will implement such practices as may be requested by the Chief of Police (as used in this Agreement the term Chief of Police shall include his authorized officers, representatives and agents) to enhance specific requirements for security, monitoring, and contraband control;
- (b) Upon arrival at the Hidalgo County Adult Detention Facility, transportation and escort guards will turn inmates over to a Detention Officers or authorized agent, only upon presentation by such Officer or authorized agent of proper law enforcement credentials;
- (c) Each inmate will be restrained in hand cuffs, waist chains and leg irons during transportation.
- (d) Weslaco will continue to be liable for the actions of its employees while they are transporting inmates on behalf of the City of Weslaco. Workers' compensation shall be provided for Weslaco's employees while on duty, including while they are providing transport services.

Section 1.04. Medical Guidelines and Reporting. Weslaco will comply with *Tex. Health and Safety Code*, Sections 85.112, 85.113 and 85.114 including but limited to:

(a) Weslaco will, prior to accepting any of the Mercedes's Inmates, develop workplace guidelines that address HIV policies, confidentiality, and employee/inmate's education programs. The guidelines shall, at a minimum, incorporate the *model workplace guidelines* published by the TDH consistent with state and federal laws and regulations.

Weslaco shall maintain the written policies and guidelines at the Facility; and

(b) Weslaco will, prior to accepting any of Mercedes inmates, develop confidentiality guidelines regarding AIDS and HIV medical information for employees and inmates. These policies shall be consistent with state and federal laws and regulations.

Section 1.05. Health Services

(a) Weslaco shall have sufficient first aid supplies and equipment adequately maintained at all times to support the overall emergency medical treatment requirements of the assigned inmate population. Medical first aid supplies shall be maintained as expended or current inventory dictates.

(b) Weslaco shall notify the Chief of Police of Mercedes or their designee as soon as possible of all emergency medical cases requiring removal of an inmate from the Facility and to obtain prior authorization for removal for all other medical services required.

(c) When an inmate is being transferred to another facility, the inmate will (as applicable) be provided with all the inmate's remaining prescription medications (if any) that is being held at the facility.

(d) Medical records will be transferred with the inmate so transferred to another facility. It shall be Weslaco's responsibility to obtain and maintain such records for each inmate.

(e) The City of Mercedes will provide Weslaco with medical information for all inmates sought to be transferred to Weslaco's Facility under this Agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

(f) Weslaco is not required to accept or to retain any inmate who is suffering from a chronic or terminal disease or condition, and the City of Mercedes agrees to accept the return of any such inmate upon delivery to its jail or other agreed upon detention or health care facility by Weslaco.

Section 1.06. Security. Weslaco shall provide adequate security with respect to the inmates in accordance with all requirements of this Agreement.

(a) Weslaco will develop, implement and document a daily system for physically counting all inmates assigned to the Facility, assuring strict accountability for inmates and that at least one (1) inmate count occurs per shift; and

(b) Weslaco will notify the Chief of Police of Mercedes immediately whenever an inmate is involved in an escape, attempted escape, or conspiracy to escape from the facility.

Section 1.07. Receiving and Discharging. Weslaco agrees to accept and release inmates only to Contract for Housing of Inmates

authorized persons, in compliance with the following:

(a) Weslaco shall accept inmates presented by the officers, only upon presentation by the officer of proper law enforcement credentials;

(b) Weslaco agrees to release inmates only to law enforcement officers of agencies authorized by the Chief of Police or to an officer.

(c) Inmates may not be released from the facility or placed in the custody of any federal, state or local official other than the Chief of Police, or their designee for any reason except for medical emergency situations, a court order, or authorization by the Chief of Mercedes.

Section 1.08. Use of Force. Weslaco shall establish written procedures governing the use of force against inmates. This procedure shall conform to all applicable regulations.

RESERVATION OF BEDS AND PAYMENT

Section 2.01. Weslaco's Right to House Inmates. Weslaco hereby reserves inmate beds in the Facility for The City of Mercedes to utilize at any time during the Term of this Agreement on a space available basis, and City of Mercedes agrees to pay the per diem rate specified in Section 4.03 below for the housing and care of such inmates, and the detention services to be provided by Weslaco pursuant to this Agreement. The foregoing notwithstanding, the City of Mercedes shall only be required to pay for inmates actually housed at the Facility.

Section 2.02. Per Diem Rate. The per diem rate for the actual housing and care of City inmates on “an as needed basis” and related detention and transportation services specified in this Agreement is **fifty-four dollars (\$54.00) per inmate, per day.** This rate covers one inmate/bed per day. A portion of any day shall count as an inmate day under this Agreement after 8:00 a.m.

Section 2.03. Billing Procedure. Weslaco shall submit an itemized invoice for the services provided hereunder (together with an invoice for any reimbursable medical expenses as set forth in Section 3.08(h) above) each month to the City, in arrears. Invoices will be submitted to the City designated to receive the same. The City of Mercedes shall make payments to Weslaco within thirty (30) days after receipt of the invoice. Payment shall be made payable to: The City of Weslaco.

Section 2.04. Regulation of Maximum Occupancy. Nothing herein shall create any obligation upon Weslaco to house the City of Mercedes inmates where the housing of said inmates will raise the population of the Facility above the permissible number of inmates allowed by law, or will create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at Weslaco's Facility, or result in possible violation of the constitutional rights of the inmates housed at the Facility. At any time that Weslaco determines that a condition exists at Weslaco's Facility necessitating the removal of any of the inmates, or any specified number thereof, Weslaco shall following at least two (2) hours prior notice to the Chief of Mercedes (unless a different deadline is agreed to by the parties) return said inmate to the City of Mercedes.

Section 2.05. Inmate Eligibility. The only inmates eligible for incarceration in the Facility pursuant to this Agreement are male and female inmates that are classified in accordance with the custody level of the assigned Facility in accordance with the custody level of the Facility.

All inmates proposed by the County to be transferred to Weslaco's Facility under this Agreement must

Contract for Housing of Inmates

meet the eligibility requirements set forth above. Inmates shall not (1) have a history of escape or attempted escape from custody; (2) be in need of psychiatric care or have a history of mental illness; and (3) shall not require chronic health care needs (to include but not limited to those inmates known by the City of Mercedes to have an unstable cardiac condition, those requiring renal dialysis, those known to have an infectious disease, those known to be HIV positive or diagnosed as having Acquired Immune Deficiency Syndrome (AIDS), or those known to have unresolved orthopedic problems and those known to be unstable diabetics).

Prior to Weslaco receiving inmates for transportation by the Facility, the City of Mercedes shall furnish the following: (1) complete information and documentation relating to the inmate's case history; (2) all the inmate's records concerning classification, including conduct records; (3) medical and clinical records, including certification of tuberculosis screening or treatment; and (4) any information necessary to advise Weslaco in regard to any special medication.

Section 2.06. Continuing Reservation Regarding Inmates. Weslaco reserves the right for its designated representative to review the background of all inmates sought to be transferred to the Facility, and the City of Mercedes shall cooperate with and provide information requested regarding any inmate by Weslaco. Weslaco reserves the right to refuse, for good cause, acceptance of any inmate. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to Weslaco makes the inmate unacceptable for continued incarceration in the Facility in the opinion of Weslaco, Weslaco shall provide at least two (2) hours prior notice to the Chief of Police of Mercedes (unless a different deadline is agreed to by the parties) return said inmate, to the City of Mercedes. Inmates may also be removed from the Facility when their classification changes for any purpose, including long-term medical segregation.



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5169
From:		
Subject: Discussion and consideration to accept and award Barcom Technology Solutions as the vendor for Basic Maintenance of Internal Connections in response to the Library's Request for Proposal within the E-Rate Year 25 cycle, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.)		
Background: The Schools and Libraries Program of the Universal Service Fund (E-Rate) makes discounts available to eligible schools and libraries for telecommunication services, internet access, and internal connections. As part of the E-Rate application process, RFPs are solicited for Basic Maintenance of Internal Connections and evaluated by staff. The City is responsible for approximately 10% to 20% of the cost. The E-Rate granting agency covers the remainder. The staff evaluated the aforementioned vendor as providing the most advantageous proposal. Currently, the next step in the process is to gain authorization to accept the most advantageous bidder for Basic Maintenance of Internal Connections. Vendor proposals were submitted in response to the RFP for Basic Maintenance of Internal Connections. The selected proposal was by Barcom Technology Solutions and the total project cost is \$23,285.26. The city will be responsible for approximately \$4,657.05 of the total project cost. Two proposals were submitted in response to the RFP for Basic Maintenance of Internal Connections. Barcom is the lowest price.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission: NA		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: The competitive bidding was open online on the City's website under "Follow Bid Stream" for at least 28 days as required by the School and Libraries Program of the Universal Service Program Fund (E-Rate). 28-Day Window Period: Friday, December 3, 2021 to Friday, January 28, 2022. Bid proposals were opened on Friday, January 28, 2022 at 10:00AM.		
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.		

MARTIN MATA ARNOLDO BECHO J. Martin Vela VIDAL ROMAN ANDREW MUNOZ	Created/Initiated Approved Approved New
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: memo - Accept the Vendor for Basic Maintenance of Internal Connections 2022 ERate, Erate application-process-flow-chart, Vendor RFP Evaluations - Basic Maintenance of Internal Connections 2022, Barcom - Weslaco RFP Final 2022, Insight - Weslaco RFP Final 2022	
Responsibilities upon Approval: The library and the City Secretary's office will assist the Mayor in executing the contract. The contract will then be implemented by the Library and the IT department.	

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

February 2, 2022

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, J. Martin Vela, Vidal Roman
Fr: Arnoldo Becho, Library Director
Re: Authorization to Accept the Barcom Technology Solutions for Basic Maintenance of Internal Connections

The library annually participates in the E-Rate program which provides an approximately 80% to 90% discount for various technology services and equipment. Currently the next step in the process is to gain authorization to accept the most advantageous bidder for Basic Maintenance of Internal Connections. Barcom Technology Solutions has submitted the best proposal in response to the library's Request for Proposal (RFP).

Two proposals were submitted in response to our RFP for Basic Maintenance of Internal Connections. The selected proposal was by Barcom Technology Solutions and the total project cost is an estimated \$23,285.26. The city will be responsible for approximately \$4,657.05 of the total project cost. Please note that the city is recommending approval for only the support and maintenance option. The proposal which was not selected was provided by Insight Public Sector and the total project cost was \$34,021.28.

The city contribution for this project will come from within this years and next year's budget because the term of this E-Rate cycle is from July 2022 to June 2023. We will not require any budget amendment or additional funds this fiscal year.

The library has been a successful partner with E-rate for over 10 years. The program has provided millions in cost savings and we look forward to seeing the partnership continue. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time and support.

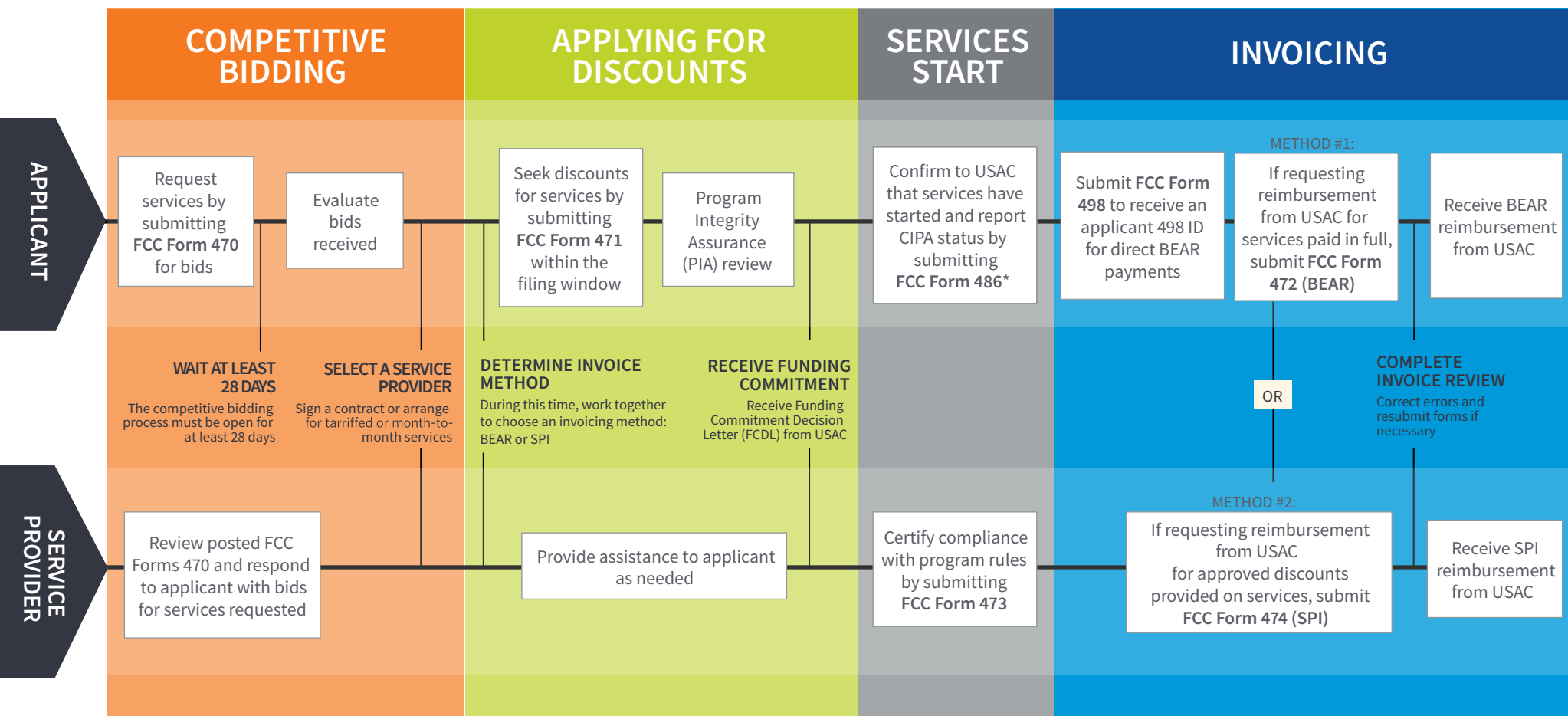
Arnoldo Becho
Library Director, City of Weslaco,
Phone: 956.973.3144,
Email: abecho@weslacopl.us

Schools and Libraries (E-rate) Program APPLICATION PROCESS

BEFORE YOU BEGIN:

APPLICANTS: Applicants must first have an entity number and an E-rate Productivity Center (EPC) account.

SERVICE PROVIDERS: Service providers must first obtain a Service Provider Identification Number (SPIN /service provider 498 ID) by submitting FCC Form 498.



FOR MORE INFORMATION:

- Website: The application process is broken down in detail for both applicants and service providers on the Schools and Libraries Program website (www.usac.org/sl).
- Glossary of Terms: Definitions for program terms and acronyms.
- *Consortium members report their CIPA status by submitting the FCC Form 479 to their consortium leader. The consortium leader then files the FCC Form 486.
- To adjust funding commitments and/or modify the dates for receipt of services after the FCDL is issued, file the FCC Form 500.

CITY OF WESLACO
MAYOR JOE V. SANCHEZ PUBLIC LIBRARY
BASIC MAINTENANCE OF INTERNAL CONNECTIONS - VENDOR EVALUATION MATRIX RFP #2021-22-07
E-RATE 2022 (ROUND 25) - FRIDAY, JANUARY 28, 2022 AT 10:00AM

CRITERIA		PROSPECTIVE VENDORS					
	VENDORS NAME	Barcom	Score	Insight	Score		Score
1	Instructions to Vendors (5 points)		5		5		
	Vendor Background (20 points)						
1	Years in existence		2		2		
2	Head office location		2		2		
3	Billing office location		2		2		
4	Number of employees in company		2		2		
5	Employees in local site		2		2		
6	Employees in customer service		2		2		
7	Employees with technical certifications		2		2		
8	Employees in local site with tech certifications		2		2		
9	Dependent on 3rd party vendors		2		2		
10	List items excluded from maintenance		2		2		
	Section totals		20		20		0
1	References (5 points)		2		5		
	Repair/Response (10 points)						
1	Technician on site normal hours (response time)		2		2		
2	Technician on site outside normal hours		2		2		
3	Provide phone number for local pricing contact		2		2		
4	Provide repair person contact number		2		2		
5	Provide off-hours person contact number		2		2		
	Section totals		10		10		0
	Future Offerings (5 points)						
1	Future new technology advantage to the library		2		3		
2	Factors affecting future success		1		2		
	Section totals		3		5		0
	Market Differentiation (10 points)						
1	Summary of company history		2		2		
2	Distinctive features and services		2		2		
3	Other public libraries or education clients		1		2		
4	Invoicing methodology		1		2		
5	Company's mission statement		2		2		
	Section totals		8		10		
	Price of Eligible goods/services (45 points)		45		35		
	TOTAL SCORE		93		90		0



We have prepared a quote for you

**Mayor Joe V. Sanchez Library - E-Rate- Basic
Maintenance of Internal Connections (BMIC)
Request for Proposal 2022**

Quote # 006967

Version 1

Prepared for:

Mayor Joe V. Sanchez Public Library

Executive Summary

Homer Rhodes

Purchasing Agent

Weslaco City Hall Finance Department

255 South Kansas Avenue Weslaco, Texas 78596

Re: E-Rate maintained Basic Maintenance of Internal Connections (BMIC) Request for Proposal

Mr. Rhodes, Barcom Technology Solutions is a regional technology services firm headquartered in San Antonio, Texas with offices in Harlingen and Austin, Texas. Barcom Technology Solutions was founded in 2004 with the goal of providing the highest level of service to customers in the network infrastructure and data cabling sector. Today, we are comprised of one hundred and thirty employees with the majority of our employee's focus being on technical customer service and installations. A number of our staff on our engineering team hold high level vendor certifications from manufacturers such as Cisco, Aruba and VMWare. Our size and strength allow for a multidisciplinary approach to responding to evolving market trends. Barcom Technology Solutions is well equipped and qualified to provide the services required by this RFP to Mayor Joe V. Sanchez Public Library. The Barcom Technology Solutions team has several years of experience procuring, configuring, installing and maintaining similar products in learning environments. Our firm is familiar with the protocols involved in working in this unique space such as being respectful of network integrity during active school hours as well as halting work during important testing times. Our engineering and project management team have the experience and manufacturer certifications required to deliver a complete finished product, within budget and in the time frame allowed, that will meet and exceed Mayor Joe V. Sanchez Public Library's needs for many years to come. Barcom Technology Solutions is in good standing with the USAC and has an active **SPIN number of 143035933**.

Thank you for your time and consideration and we look forward to hearing from you soon.

Sincerely, Arturo J. Garcia Solutions Executive

Barcom Technology Solutions

222 East Van Buren, Suite 110 Harlingen, Texas 78550

(956) 313-8597

Project Team Qualifications & Certifications

Your Barcom Technology Solutions Project Team:

Advanced Services Engineer I

Sebastian Test

Director of Advanced Services

Certifications:

Cisco Certified Network Professional - Routing and Switching

Cisco Certified Network Professional - Wireless

Cisco Certified Network Professional - Security

Cisco Certified Network Professional - Collaboration

Cisco Meraki Network Associate

Advanced Services Engineer II

Samuel Polito

Certifications:

Cisco Certified Network Associate - Routing and Switching

Cisco Certified Network Associate - Security

Cisco Meraki Network Associate

Advanced Services Engineer II

Rene Castro-Test

Certifications:

Cisco Certified Network Associate - Routing and Switching

Cisco Certified Network Professional - Security

Cisco Meraki Network Associate

Vendor Background Questions & Answers

1. Number of years your company has been in business?

18 Years

2. Where is your head office, your sales and customer service offices located?

Our headquarters is located at 10443 Gulfdale Suite 101 San Antonio, Texas 78216. Our sales and service offices are located in the following cities: San Antonio, Harlingen and Austin.

3. Where is your billing office?

10443 Gulfdale Suite 101 San Antonio, Texas 78216

4. Number of employees in your company?

131 total employees at this time

5. Number of employees in local (RGV) site (if applicable)?

35 total employees at our Harlingen office

6. Number of employees in customer service.

83 total customer service employees, 28 located in Harlingen office

7. Number of employees with technical certifications.

12 total employees with technical certifications

8. Number of employees in local (RGV) site (if applicable) with technical certifications.

7 total employees at our Harlingen office

9. Are your hardware and software dependent on third party vendors for manufacturing?

Yes, we do not manufacture hardware or software

10. Please list any items from current or anticipated equipment which you will not be able to provide maintenance.

None

References

Client Name: City of Penitas Public Library

Name: Eliamar Salgado, Library Director

Email: library@cityofpenitas.com

Phone: (956) 999-8314

Address: 1111 South Main Street

Services: E-Rate Support of Internal Connections and Installation of New Network Equipment (Server and Wireless Access Points).

User Count: 75+

Customer Since: 2019

Client Name: Hector P. Garcia Memorial Library

Name: Marisol Vidales, Library Director

Email: mvidales@cityofmercedes.com

Phone: (956) 565-2371

Address: 434 S. Ohio Street Mercedes, Texas 78570

Services: E-Rate Project to install new Cisco Meraki wireless access points, switches and firewall along with new UPS units and data cabling

User Count: 200+

Customer Since: 2019

Client Name: Harlingen Public Library

Name: Dauna Campbell, Library Director

Email: dcampbell@harlingenlibrary.com

Phone: (956) 216-5803

Address: 410 76 Drive Harlingen, Texas 78550

Services: Projects and support services related to switching, wireless, network security, copper and fiber cabling.

User Count: 100+

Customer Since: 2019

Repair / Response Times Questions and Answers

1. How long will it take for you to have a qualified technician on site? (Response Time) during regular business hours (Monday-Friday 8:00am to 5:00pm).

Within two hours of the reporting of the problem

2. How long will it take for you to have a qualified technician on site outside normal business hours?

Within three hours of the reporting of the problem

3. Please provide a direct number to the person(s) who can provide immediate decisions on pricing and expansion.

Arturo J. Garcia – (956) 313-8597

Eloy Lopez – (956) 457-9418

4. Please provide a direct number to the person(s) who can immediately facilitate repairs during normal business hours (Monday-Friday 8:00am to 5:00pm).

Arturo J. Garcia - (956) 313-8597

Eloy Lopez - (956) 457-9418

5. Please provide a direct number for the person(s) who can immediately facilitate evening and weekend repairs.

Fernando Parra – (956) 371-9869

Future Offerings Questions and Answers

1. What new technology does your company plan to utilize in the near future that would be an advantage to the Mayor Joe V. Sanchez Public Library?

Barcom Technology Solutions is constantly monitoring technology trends in order to stay up to date on the technology that that will improve productivity and end user experience. Some recent examples of technology and methodologies that we are implementing for our clients are Wi-Fi 6 and Hosted Services. However, our primary focus over the past year has been on network security and developing strategies and protocols to best protect against threats, both internal and external, to a client's network.

2. What is the most significant factor affecting the future success of your company and what is being planned to address it?

The most significant factor that will affect the future success of Barcom Technology Solutions is finding, training and retaining technical talent to match our firm's growth. Our technicians and engineers are actively encouraged to continue their education and expand their expertise in the technology field. An example of this would be a promotion or bonus given to an employee who proactively achieves a higher certification level with one of our many manufacturer partners such as Cisco or Dell EMC.

Market Differentiation Questions and Answers

1. Provide a brief summary of your company's history in the marketplace. Limit response to 2 pages.

Market Differentiation Questions and Answers

Barcom Technology Solutions was founded in 2004 in San Antonio, Texas by Saul Lopez, Luis Pena and Gilbert Paradez with the specific goal of providing industry leading service and support in the world of network equipment and telecommunications. Since that time Barcom has grown both in number of staff as well as the scope of capabilities. Our firm currently employs over 125 total staff across three offices (San Antonio, Harlingen and Austin) with over 80% dedicated to customer service and technical support. As we've grown in staff our firm has also grown in expertise. With advanced certifications from industry leaders like Cisco, Dell/VMWare and Microsoft our technical expertise is second to none.

In early 2010, Barcom Technology Solutions began operations in the Rio Grande Valley with a group of technicians working remotely to support a growing client base in the area. Through hard work and dedication to excellent customer service, our presence in the Rio Grande Valley grew to the point that we were able to open a regional office in April of 2012. Since that time, our operations and market presence has continued to grow to meet the demand of the growing marketplace.

Our Harlingen office currently serves a wide variety of clientele. From private businesses in almost every industry, educational institutions of all sizes and state and local government agencies our team is equipped to handle each one of our client's unique needs. Each one of our branches are fully equipped to operate in an autonomous manner which allows for faster response time to client issues as well as faster times to resolutions of each problem. Barcom Technology Solutions is the leader in quality technology support in the Rio Grande Valley.

2. Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition.

Barcom Technology Solutions currently provides it's state and local government clients with an easy way to procure new technology through various partnerships with the State of Texas' Department of Information Resources (DIR) as well as The Interlocal Purchasing System (TIPS). Both of these contracts allow our state and local government clients to purchase and implement new technology easily by providing a state approved procurement method that does not require the purchaser to go through the long and arduous Request for Proposal process. Our partnerships with Cisco, Dell and other technology industry leaders ensure that updating old technology is a cost effective and fast process.

Additionally, Barcom Technology Solutions employs a number of employees with advanced certifications from technology industry leaders such as Cisco, Dell, VMWare and Microsoft. These knowledgeable and manufacturer certified engineers ensure that your existing equipment is always operating at optimal levels and that any new equipment is install and optimized right the first time.

3. Identify other Public Libraries or education entities in the Rio Grande Valley for whom your company has provided similar service. Specify the services provided.

access Zapata County Independent School District – Installation, configuration and ongoing support of switches, wireless points, firewalls, data backups and disaster recovery, data center virtualization and Microsoft support.

IP, load Harlingen Public Library - Installation and support services related to switching, wireless, network security, voice over balancing, data center virtualization, and cabling.

City of Penitas Public Library - Installation and support services related to switching, wireless, network security and management of internal connections.

and Rio Hondo Independent School District - Installation and support services related to switching, wireless, data cabling and management of internal connections.

4. Please describe how you charge for onsite visits. Specify whether you charge a minimum number of hours per onsite visit, and if so how many, or whether you charge for the actual hours devoted to a project.

Market Differentiation Questions and Answers

Barcom Technology Solutions begins logging our engineer's time once on site at the customer location. There is no minimum number of hours charged for a site visit, our firm will only bill a client for the actual time the engineer is on site to resolve a problem.

5. Please provide your company's mission and/or vision statement.

Barcom Technology Solutions is committed to providing its clients with industry leading technology products and services along with the expertise required to maximize the potential of its impact on the end user. Our firm is committed to providing excellent customer service thorough integrity, knowledge and the willingness to go above and beyond to exceed our client's expectations.

Proposal and Pricing

Description	Price	Qty	Ext. Price
Block of Hours(200 Hours) Block of Hours (200)	\$85.00	200	\$17,000.00
APC by Schneider Electric On Site Service - 1 Year - Service - 8 x 5 - On-site - Maintenance - Parts & Labor - Physical	\$4,915.56	1	\$4,915.56
APC by Schneider Electric Stand Alone PM Visit - Service - Technical - Labor - Electronic and Physical Service 	\$1,369.70	1	\$1,369.70

Subtotal: \$23,285.26

Mayor Joe V. Sanchez Library (City of Weslaco) - Cat2 ERATE



Prepared by:

Barcom Technology Solutions

Arturo J. Garcia
(210) 930-6960
agarcia@barcoment.com

Prepared for:

Mayor Joe V. Sanchez Public Library

525 South Kansas Avenue
Weslaco, TX 78596
Martin J. Mata
(956) 968-4533
mjmata@weslacopl.us

Quote Information:

Quote #: 006967

Version: 1
Delivery Date: 01/05/2022
Expiration Date: 01/18/2022

Quote Summary

Description	Amount
Proposal and Pricing	\$23,285.26
Total: \$23,285.26	

Due upon delivery, unless other terms are in place.

- * Hardware billed upon delivery.
- * Software subscriptions with monthly fees will begin to be billed from the date the project for installation begins.
- * Warranty to cover product only.
- * Restocking Fee of 15% will be charged if order is cancelled.
- * \$50 late fee to be applied to any past due payments.

Accepted and Agreed to by:

Mayor Joe V. Sanchez Public Library

Barcom Technology Solutions

Signature: _____

Signature: _____

Name: _____

Name: Arturo J. Garcia

Title: _____

Title: Solutions Executive

Date: _____

Date: 01/05/2022



PREPARED FOR

Mayor Joe V. Sanchez Public Library

Request for Proposal for

Mayor Joe V. Sanchez Public Library E-Rate 25 Basic
Maintenance of Internal Connections

January 28, 2022

E-Rate Round 25 (Funding Year 2022)

E-Rate SPIN Number: 143030052

FCC RN Number: 0020393138

Federal Tax ID: 36-3949000

SUBMITTED BY:

Darak Weaver

Client Executive

t: 480-687-6470

e: Darak.Weaver@insight.com



January 28, 2022

Homer Rhodes, Purchasing Agent
Mayor Joe V. Sanchez Public Library
Weslaco City Hall; Finance Department
255 South Kansas Avenue
Weslaco, Texas, 78596-6158

RE: RFP for Mayor Joe V. Sanchez Public Library E-Rate 25 Basic Maintenance of Internal Connections

Good Morning:

Insight Public Sector, Inc. (Insight) is pleased to participate in the Mayor Joe V. Sanchez Public Library (Mayor Joe V. Sanchez Public Library) Request for Proposal for the Mayor Joe V. Sanchez Public Library E-Rate 25 Basic Maintenance of Internal Connections opportunity. Based on the scope of the requirements, Insight has prepared a response that represents a comprehensive effort at meeting Mayor Joe V. Sanchez Public Library's needs.

Insight Public Sector is solely focused on the needs of educational institutions as well as local, state and federal governments. With an industry-leading selection of products, a complete suite of IT services and a wide range of government contracts, Insight helps organizations streamline procurement, simplify deployment and maximize the value of the IT lifecycle.

Insight believes we are the right company for this contract and can become a beneficial and strategic partner with Mayor Joe V. Sanchez Public Library. Insight is a leading provider of IT products and services for the public sector. Our direct vendor relationships, along with sales revenues totaling \$8.3 billion in 2020, have helped us to build our infrastructure to meet large volume rollouts and have given us the versatility to tailor our services to our customers' individual needs. Our experienced sales team understands the Public Sector's needs and is focused on real-world solutions.

In addition, Insight has been an active participant in the E-Rate program since its inception. We provide our education partners with information and assistance to ensure that the funding/discounts they receive are maximized and compliant with guidelines under these programs.

With over 30 years in the IT industry, we offer unsurpassed commitment, management, and oversight in ensuring the success of meeting your defined E-Rate 25 (FY 2022) deliverables. Insight is committed to delivering the highest level of technical expertise and service to . Insight will ensure the technology-related services required will be provided in a seamless, efficient, and quality manner maintaining the highest customer satisfaction within the Mayor Joe V. Sanchez Public Library environment.

The attached proposal contains the details of Insight's commitment to provide Mayor Joe V. Sanchez Public Library with the multiple benefits of partnering with us, as well as a brief profile of Insight, our infrastructure and service capabilities.

We look forward to the opportunity to further present our Insight value and Public Sector solutions. Should Mayor Joe V. Sanchez Public Library have any questions, concerns or requests for additional information, please do not hesitate to contact me at 480-687-6470 or Darak.Weaver@insight.com.

Sincerely, Darak Weaver
Client Executive

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1. Insight Public Sector Experience

For over 20 years, Insight Public Sector has emerged as a national leader in providing E-Rate guidance and expertise to applicants all across the country. Insight provides quality turnkey network integration services and is one of the largest network integrators in the country. Insight has been ranked as one of the top 10 Service Providers for the E-Rate program in the Internal Connections category.

Our extensive E-Rate experience allows applicants the opportunity to significantly grow their infrastructure with current technologies. Our proven strategies encourage applicants to have good planning and strategic vision to achieve the most from the program. Insight also has extensive experience in leveraging funds generated via bond issues or other grant sources into E-Rate application opportunities.

And, to ensure compliance, all Insight employees involved with the E-Rate program are required to be trained on the Ethics and Responsibilities components.

1.1 E-Rate Information

INSIGHT SPIN NUMBER: 143030052

INSIGHT FRN NUMBER: 0020393138

1.1.1 Existing Procedures for SLD Funds Collection

Insight's E-Rate experience includes extensive knowledge of SLD guidelines and requirements for funds collection. Through this knowledge base, strict procedures have been established for providing the detailed accounting necessary to meet both SLD and individual customer requirements.

Insight's E-Rate customers determine the invoice method for their E-Rate FRNs – either split invoicing (Form 474) or BEAR (Form 472).

- If split invoicing is chosen, the following procedures should occur:
 1. Once funding has been committed, a Form 486 is submitted by the customer to SLD to signify the Service Start Date.
 2. The Service Start Date (Form 486) is then approved by the SLD.
 3. The customer issues a Purchase Order to Insight.
 4. The product order is placed by Insight upon receipt of the customer's PO.
 5. Upon product delivery(s), the customer is billed for their portion only and Insight submits a Form 474 to USAC for payment of their committed amount.
 6. If services are included on the customer's PO, a Service Job is set up by Insight.
 7. If progress billing is allowed and a milestone has been reached, a Work Approval Form (WAF) is submitted by Insight for customer sign-off.
 8. Once the WAF has been signed and returned to Insight, an invoice for the agreed upon amount is processed (one invoice for the customer's portion and one invoice to USAC for their committed amount).

9. If USAC requests a Service Certification, one will be sent by Insight to the customer along with the applicable invoice copies.
 10. The customer will have 7 calendar days to review, sign and return to USAC the Service Certification, so that payment can be processed.
 11. If the customer does not return the Service Certification within the deadline, the invoice will be zero paid by USAC and the billing cycle begins again.
- If BEAR method is chosen, the following should occur:
 1. The customer issues a Purchase Order (PO) to Insight.
 2. The product order is placed by Insight upon receipt of the customer's PO.
 3. Upon product delivery(s), the customer is billed by Insight.
 4. If services are included on the PO, a Service Job is set up by Insight.
 5. If progress billing is allowed and a milestone has been reached, a Work Approval Form (WAF) is submitted by Insight for customer sign-off.
 6. Once WAF has been signed and returned to Insight, an invoice for the agreed upon amount is processed and sent to the customer.
 7. If the customer does not return the Service Certification within the deadline, the BEAR form will be denied and must be resubmitted.

In either invoice mode, Insight will not invoice for any product not delivered or services not performed. Insight follows SLD guidelines regarding invoicing and collection at all times.

1.2 Education Experience

Insight understands that Mayor Joe V. Sanchez Public Library is seeking to enter into a partnership with a technology provider for the purpose of implementing, refining and supporting a state-of-the-art IT technology infrastructure. In selecting that provider, Mayor Joe V. Sanchez Public Library must consider all the areas of expertise necessary to be most beneficial. Insight has the complete understanding of both the administrative and educational purpose of IT technology for Mayor Joe V. Sanchez Public Library. As the selected vendor, we will be instrumental in working with Mayor Joe V. Sanchez Public Library to implement the project described in the RFP, providing the technology and implementation, ensuring compliance with the E-Rate program, and ensuring successful financial strategies for meeting Mayor Joe V. Sanchez Public Library's goals.

The success of your project will largely depend on selecting an IT technology provider with demonstrated project management skills and implementation experience combined with the ability to scale operations to meet the challenging demands of complex projects in an educational environment. From IT technology, equipment selection and procurement, to the project management and implementation, Insight has the experience and capability to provide centralized management for this partnership using certified project managers experienced in the K-12 and higher education environment. Insight has been the education technology provider of choice for many school districts throughout the U.S. for over 20 years.

Insight can provide the expertise and advice that will be necessary to effectively implement and upgrade IT technology throughout Mayor Joe V. Sanchez Public Library. Insight has been an active participant in the E-Rate program since its inception. We have provided our education partners with information and assistance to ensure that the funding/discounts received under these programs (and others) was maximized. Insight has achieved industry-leading technology specializations in all areas of today's most advanced networking technologies with continuing education for their engineers. This commitment to expertise will be a major benefit to Mayor Joe V. Sanchez Public Library based on the knowledge and skills that are continually being developed by Insight.

1.3 References

Insight builds long-term relationships that go well beyond a single project. Many customers have worked with Insight since the firm was founded. We recognize that our future success depends upon our ability to cultivate and build customer relationships for life.

Insight respects and honors the wishes of our customers who act as references. Therefore, we respectfully request that you contact your Client Executive, Darak Weaver, prior to contacting any customer references so our representatives may properly maintain customer relationships and notify our customers from whom to expect contact. We appreciate your cooperation in this regard.

Customer:	IDEA Public Schools
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Contact Name:	Christopher Welch
Address:	2115 W. Pike Blvd, Weslaco, Texas 78596
Phone Number:	956.373.0328
Email Address:	Christopher.Welch@ideapublicschools.org

Customer:	Elsa Public Library
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Contact Name:	Hilda Molina, Library Director
Address:	N. Hidalgo St., Hidalgo, Texas 78543
Phone Number:	(956) 262-3061
Email Address:	hilda@elsa.lib.tx.us

Customer:	Brownsville Independent School District
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Contact Name:	Todd Nichols
Address:	1625 Price Road, Brownsville, Texas 78521
Phone Number:	956.548.8241
Email Address:	todda@bisd.us
Description:	Installed and/or upgraded several LAN/WAN projects including Cisco hardware, APC UPSs, cabling, security, wireless, IP Telephony, Tandberg videoconferencing, servers, and maintenance/onsite technical support.

Customer: Edinburg Consolidated Independent School District

Contact Name: Eduardo Moreno
Address: 411 North 8th Avenue, Edinburg, Texas 78539
Phone Number: 956.316.7421
Email Address: **edu.moreno@ecisd.us**
Description: Deployed a district-wide Wireless IP Network consisting of over 800 Wireless APs. Engineered and installed new district NOC. Ongoing services providing network upgrades, video distribution, video conferencing, and maintenance services and products.

Customer: La Joya Independent School District

Contact Name: Fernando Mercado
Address: 215 E-East Expressway 83, La Joya, Texas 78560
Phone Number: 956.323.2500
Email Address: **f.mercado@lajoyaisd.net**
Description: Installed and/or upgraded several LAN/WAN projects including Cisco hardware, APC UPSs, cabling, security, wireless, IP Telephony, Polycom and Tandberg videoconferencing, servers, and maintenance/onsite technical support.

Customer: Los Fresnos Independent School District

Contact Name: Billy Simpson, IT Director
Address: 600 North Mesquite, Los Fresnos, Texas 78566
Phone Number: 956.233.6980
Email Address: **bsimpson@lfcisd.net**
Description: Installed a district-wide Unified Communications implementation for all campuses, which included a turnkey switched 10/100/1000 Ethernet network with a 10 gig backbone. Additionally, Insight provided a CommScope 10 Gig Fiber Optic/Category 6 structured cabling solution, Tandberg Distance Learning, and a VBrick Video Streaming solution. Also, a Cisco VOIP Phone system was installed at all district locations.

2. Insight Overview

Insight Enterprises, Inc. (our parent company) is a leading technology provider of hardware, software, and service solutions to business and government customers in the United States, Canada, Europe, and Asia-Pacific. Insight Enterprises, Inc. became a publicly traded company in 1995, selling its stock on the NASDAQ under the ticker symbol NSIT. Insight Enterprises, Inc. is ranked number 417 on Fortune Magazine's 2018 "Fortune 500" list.

Insight Public Sector, Inc. (Insight) is one of the largest providers of technology to Public Sector clients in the United States. Insight brings a wealth of contract experience to our Public Sector clients, holding more than 210 contracts across the federal, state, local, and education verticals. We currently hold some of the largest contracts in the industry, from federal contracts (e.g., GSA, NASA SEWP, JELA) to national cooperative contracts (e.g., WSCA, Omnia Partners). We also hold state-wide contracts in 41 different states. Collectively, these contracts and our dedicated Public Sector sales and services teams allow us to provide customized products and solutions that range from initial consulting, procurement and product delivery to maintenance and support.

Insight's purpose is to make meaningful connections that help businesses run smarter. Our value is our ability to guide, advise, implement and manage IT solutions for our customers. Our strategy is to deliver relevant IT solutions to our customers on a scalable support and delivery platform.

Our process knowledge and technical expertise allow us to assess, design and deploy IT solutions to help our customers enable, manage and secure their IT environments. Our product fulfillment and logistics capabilities, management tools and technical expertise make designing, deploying and managing IT solutions easier for our customers while helping them control their IT costs.

2.1 Services

Insight provides end-to-end technology services to help you to engage customers, enable your workforce, optimize your infrastructure and boost operational excellence.

We are a single source for all of your IT needs, aligning the latest technologies with your customer, workforce and infrastructure goals.

- Digital Transformation. From initial concepts to development, we'll work with you to assess your needs, design a road map and deliver a Digital Transformation.
- Intelligent Endpoints. From kiosks to smart screens and tablets, we have direct access to the top manufacturers and will configure, test and deploy the modernized endpoints that transform the look and feel of your business.
- Workforce Applications. From custom app development to collaboration, Workforce Applications delivers a flexible, modernized approach that contains costs and helps you automate, collaborate and stay productive.
- Modern Workplace. We'll help you take control of your organization with workforce solutions
- Unified Branch Infrastructure. Whether on premises or in the cloud, our Unified Branch infrastructure solutions helps you scale cost-effectively, manage connectivity, and empower your workforce and your customers – so you can focus on what you do best.
- Hybrid Cloud. With our application-centric approach, we'll help you understand your existing environment and how it's interconnected.

- **Intelligent Network.** From assessment to design and execution, our services and partnerships with the most trusted names in IT give your organization more capacity and availability than ever before.
- **Real-Time Business.** We'll help you embrace the latest technologies with Real-Time Business. Through machine learning, advanced analytics and smart devices, you'll power the future of your business.
- **Infrastructure Management.** We take on day-to-day operations, from application management, infrastructure monitoring, security and administration to swift troubleshooting – so you can spend more time growing and less time maintaining.
- **Lifecycle Services.** Insight's Lifecycle Services help you spend more time driving business growth while we handle everything else – from planning and deployment to overall IT asset management and ongoing support.
- **Workplace Services.** With next-generation solutions, best practices and true thought leadership, we help you cut costs and drive growth by simplifying and enhancing every moving part of your business.

2.2 Product Solutions

Insight, along with its affiliates, has identified the following product focus categories for all of our markets:

- Hardware: Desktops/Notebooks/Notebook Accessories, Networking, Servers/Storage, Printers/Consumables
- Software: Business Productivity, Virtualization, Data Protection, Creative

Insight resells products and services from over 5,000 supplier partners. These relationships give our team members direct access to OEM resources for training, design validation, and confidential product information. Some relationships of note include: Cisco Gold Certified Partner; Microsoft Gold and Silver Certified Partner and National Systems Integrator Partner; HP Platinum Certified Expertise and HP ServiceOne Delivery Partner Expert; Lenovo Premier Partner; IBM Premier Partner; VMware Premier Partner; and Symantec Platinum Partner.

2.2.1 Order Processing

By partnering with industry leaders, Insight offers state-of-the-art IT products delivered by a knowledgeable and responsive Inside Sales Team. This team undergoes continuous training to ensure that their knowledge of the product offerings is up-to-date. As a result, they can quickly and efficiently assemble a product solution that will integrate into the customer's infrastructure, while providing the highest level of service and support. Insight provides creative options for acquiring equipment, management of warranty contracts on equipment, and expedited and detailed order tracking. The Sales Solution Representative will ensure superior support levels and outstanding customer satisfaction.

The dedicated Mayor Joe V. Sanchez Public Library /Insight Account Team will be responsible for order management. This management process will reduce 's costs associated with timing, availability, unit pricing, and meeting delivery requirements. The following steps make up the order management procedure:

1. Mayor Joe V. Sanchez Public Library may place orders by phone, fax, mail, e-mail, or through our Web portal at www.insight.com.
2. Once we receive your order it goes through a customer validation, P.O. quality check, a price check, and a product check via our backorder management process.
3. The order is then placed in the system and sent to the appropriate distributor or publisher for that product and an order confirmation is sent to you via e-mail.
4. The system is updated with distribution information such as ETAs (Estimated Times of Arrival) and PODs (Points of Delivery).
5. Customized reports, license proofs, management of returns, and invoice queries are available to you either online or through your Inside Sales team to help with compliancy.
6. Product is then delivered to the name and location you have specified at the time of order entry.

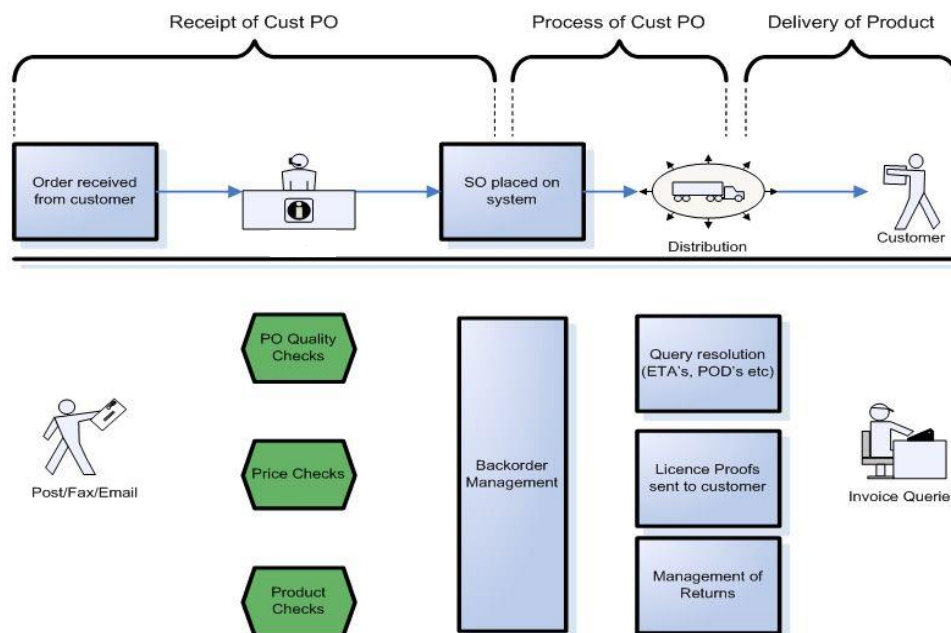


Figure 1: Insight Order Process

Insight is a flexible organization and will work with Mayor Joe V. Sanchez Public Library in meeting any order process requirements. We will work closely with our manufacturers on lead time updates to inform you of the best possible product availability timelines.

2.3 Project Methodology Overview

Project Methodology Overview

To ensure that we employ best practices at all time, Insight follows a documented methodology developed to ensure that we serve our customers as consistently and effectively as possible (see below). Created by the management team – and updated on an ongoing basis – this methodology includes clear guidelines and procedures for delivering solutions and partnering with customers to review and improve these solutions.

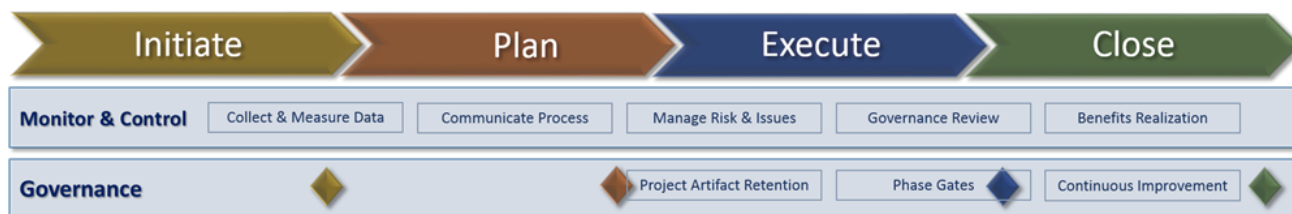


Figure 2: Insight Project Methodology

The Insight Project Methodology includes the following phases:

- **Initiate** – Initiate is the first phase of the delivery cycle. In this phase, Insight reviews your business priorities, technical requirements, user communities, and desired outcomes to best understand what challenges and opportunities lie ahead for your business. During this phase the project scope is defined, the costs are documented, pricing created, and a Statement of Work (SOW) produced.

- **Plan** – The Plan phase is focused on developing project management plan documents, designing specific processes, testing plans, migration strategies, and conducting the Proof of Concept (POC) and Pilots. Based on the recommendations developed in the Initiate phase, we delve deeper into understanding your network strategy and architecture and create a new strategy and architecture in sync with your business priorities.
- **Execute** – The Execute phase is focused on delivering the planned work while tracking and reporting progress to project stakeholders. Working with your teams, we implement the solution for your business. Training, procedures documentation, pilot testing, and the production cutover/migration occur within this phase.
- **Close** – The Close phase is focused on completing all customer deliverables, performing final invoicing, and closing the project. Post-implementation support addresses any performance issues and transitions from the project team to your ongoing support team.
- **Monitor and Control** – Monitoring and Controlling project work occurs throughout the project lifecycle and includes the processes of tracking, reviewing, and reporting the progress of the project in meeting defined objectives.
- **Governance** – The Insight Governance Methodology objective is to provide a concise governance methodology for Insight to use in managing projects and outsourced programs. The Governance Methodology provides a consistent opportunity to review delivery and financial performance measurements for projects and outsourced programs by identifying and implementing continuous improvement and identifying opportunities to improve customer satisfaction.

2.4 Expertise

Insight's professionals possess a skill set that's unmatched in the industry, bringing deep technical knowledge and a keen business understanding to every partnership. We use shared knowledge to develop and define strategies and solutions. This means you are not just getting a dedicated team with rich industry experience, but the leveraged resources of an entire organization.

Cisco Gold Certified Partner

- | | |
|--|---|
| <ul style="list-style-type: none">• Master Specializations<ul style="list-style-type: none">○ Collaboration○ Security○ Cloud Builder○ Cloud and Managed Services• Cloud Partner<ul style="list-style-type: none">○ Cloud Builder-Infrastructure, Management and Services○ Storage: EMC○ Virtualization: VMware○ Cloud Management: VMware○ Cloud Professional Services• Architecture Specialization<ul style="list-style-type: none">○ Advanced Collaboration Architecture○ Advanced Borderless Network Architecture | <ul style="list-style-type: none">• Advanced Technology Providers<ul style="list-style-type: none">○ Identity Services Engine○ Unified Contact Center Enterprise○ TelePresence Video Master○ Customer Voice Portal○ Physical Security○ Data Virtualization○ ServiceGrid Reseller○ UCS Invicta• Cisco Managed Services Channel Program ("MSCP")<ul style="list-style-type: none">○ Powered Unified Communications○ Powered Managed Security○ Powered Management Contact Center |
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- | | |
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| <ul style="list-style-type: none"> ○ Advanced Data Center Architecture Specialization • Advanced Specializations <ul style="list-style-type: none"> ○ Advanced Content Security ○ Small Business | <ul style="list-style-type: none"> • Services Reseller <ul style="list-style-type: none"> ○ Cloud Services Reseller • Other Authorizations <ul style="list-style-type: none"> ○ Try and Buy ○ Global Resale Agent ○ Global Cloud and Managed Services ("CMSP") Host |
|--|---|

Microsoft Gold Partner

- Cloud Productivity
- Communications
- CRM
- Datacenter
- Devices and Deployment
- Identity and Access
- Messaging
- Midmarket Solution Provider
- Software Asset Management
- Volume Licensing

Microsoft Silver Partner

- Cloud Platform
- Collaboration and Content
- Data Analytics
- Small and Midmarket Cloud Solutions

HP Direct Marketer Specialist Partner

- | | |
|--|--|
| <ul style="list-style-type: none"> • HP Platinum Certified Expertise <ul style="list-style-type: none"> HP Virtualization Platinum HP Storage Platinum HP Networking Platinum HP Services ServiceOne Partner • HP ServiceOne Delivery Partner Expert <ul style="list-style-type: none"> HP Printers Service HP Desktop Service HP Building Proactive Networks HP Notebooks HP Authorized Service Provider • HP Software Authorizations <ul style="list-style-type: none"> HP ArcSight Authorization HP Enterprise Software Authorization HP Fortify Authorization HP TippingPoint Authorization HP Vertica Authorization HP Autonomy Authorization | <ul style="list-style-type: none"> • Insight HP Direct Marketer Specialist <ul style="list-style-type: none"> HP Converged Infrastructure Certification HP BladeSystem Certification HP Enterprise Storage Certification HP Networking Certification HP Technology Services Certification HP Software Certification • Insight HP Hardware Authorizations <ul style="list-style-type: none"> HP Business Critical Systems Authorization HP Enterprise Networking Authorization HP Enterprise Storage Authorization HP Enterprise Storage P9000 (XP) Authorization |
|--|--|

- **Other HP Specializations and Designations**

- US System Builder Specialist
- North American Managed Print Specialist
- US HP Networking Master Partner Program
- North America ServiceOne Expert – Sales and Delivery

2.5 Staff Certifications

Insight's staff, along with our affiliates', has extensive experience, technical skills and business skills. Insight regularly invests in our employees' training and professional development. As such, our Consulting and Professional Services staff holds over 2,400 technical certifications.

As we strive to align the appropriate technology with your strategic business goals, we never forget that a positive bottom line result is a huge piece of the equation. Fortunately, Insight's established solutions and services eliminate costly and time-consuming assumptions, allowing us to work with you to deliver optimal results in minimal time.

2.5.1 Texas Certification Summary

Insight's consulting and professional services staff in the State of Texas hold the certifications including:

Texas Staff Certifications

• Apple	• BICSI	• Blue Coat	• Brocade
• Cisco	• Citrix	• CommScope*	• CompTia
• EC-Council	• EMC	• F5	• Fluke
• HP	• IBM	• ITIL	• Juniper
• Leviton	• Lexmark	• Microsoft	• Net Gen
• NetApp	• Novell	• Panduit	• PMI
• Quest	• RSA	• Solarwinds	• Sourcefire
• Systimax*	• Tandberg	• TruSecure	• VCE
• Veeam	• VMware		

*Central and South Texas Only

2.6 Why Insight?

COMMITTED	CONSULTATIVE	DEPTH
Strong customer relationships through dedicated teams.	We listen to you. We assess. We customize solutions.	Resources aligned and ready. Robust partner portfolio.
EXPERTISE	VALUE	ACCESSIBLE
Certified and Experienced specialists, architects, consultants and engineers.	Products, knowledge and service throughout your entire IT lifecycle.	Local presence. Global reach. An extension of your team.

We're collaborative to the core.

We know our most important connections are human. That drives our culture, our partnerships, our approach, and our solutions. Across teams and across regions, we work as one team connecting you with the products, people and knowledge to help you build a smart business.

We deliver the expertise that drives business impact.

You need answers more than you need equipment. That's why we deliver the experience, intelligence and IT solutions that make the greatest strategic sense for your business challenges. Our integrated approach helps you scale faster, optimize technology investments and reach your long-term goals.

We integrate confidence into every solution.

We know trust and confidence are integral to your IT infrastructure and strategy. You need to be up-to-date, up-to-speed and fully informed. We make sure you run at high speed and low risk so you stay connected, on-budget and ahead of potential problems and threats.

We bridge the gap between budget and performance.

We provide trusted, cost-effective solutions that optimize your IT budget and deliver greater predictability on operating expenses. Your team gets the performance it needs at a cost that makes long-term financial sense.

Our connections make us stronger.

Our partnerships are critical to helping us develop a broad range of IT solutions that solve business challenges. Our customers depend on our expertise, and we depend on a select group of partners to help us deliver value.

We connect the world to a smarter way of doing business.

When we talk about connections, the conversation extends to every part of our business — from our partnerships to our offerings, from the technology we supply to the solutions we deploy. We enable companies to realize their business goals through more efficient and intelligent IT.

3. Terms & Conditions

Insight is pleased to provide the following E-Rate FY 2022 Terms and Conditions related to our proposed Mayor Joe V. Sanchez Public Library E-Rate 25 Basic Maintenance of Internal Connections solution for Mayor Joe V. Sanchez Public Library.

3.1 Acceptance

Signature by Mayor Joe V. Sanchez Public Library on the Contract Acceptance Page creates an agreement under the terms of the Contract for E-Rate Projects (the "Contract").

3.2 Contract Exceptions

Notwithstanding anything in the Mayor Joe V. Sanchez Public Library's Request for Proposal to the contrary, any engagement resulting from Insight's response to the Request for Proposal will be governed by Insight's Contract for E-Rate Projects and any additional documents identified on the Contract Acceptance Page of this proposal. Nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually acceptable terms prior to commencement of the engagement.

3.3 Contract for E-Rate Projects

1. Structure

a. The terms and conditions beginning with this Section 1 ("Structure") through Section 16 ("Definitions"), along with the Contract Acceptance Page and any addendums and exhibits identified and immediately following the Contract Acceptance Page, excluding the appendices provided only as supplemental information to the Customer's Request for Proposal, ("Other Documents"), govern the relationship between the Mayor Joe V. Sanchez Public Library ("Customer") and Insight Public Sector, Inc. ("Insight") and collectively constitute the contract for the sale of Products and Services (the "Contract for E-Rate Projects" or the "Contract").

b. Performance of this Contract will commence on July 1, 2022 and continue for a 1-year period ending on June 30th of the following year ("Initial Term") and automatically renew for an additional 1-year term after the Initial Term to ensure a written agreement is in place between the parties as required by the governmental funding authority based on any delay in funding by the same authority. Thereafter, this Contract may be renewed for up to 3 additional 1-year terms upon mutual, written agreement of both parties at least 30 days prior to the end of the then-current term.

c. The Customer acknowledges that Insight is not the manufacturer of Product, and that Insight may engage third parties to provide Services. Insight makes no independent representation or warranty with respect to any Products provided, or Services performed, by a Third Party. Insight hereby transfers to the Customer, to the extent transferable, whatever transferable terms and conditions Insight receives from the Third Party, such as manufacturer's warranties, indemnities, statements of work, or shrink-wrapped software licenses, which shall govern the relationship between the Third Party and the Customer with respect to Third Party Products or Services (collectively "Third Party Terms").

2. Prices

a. Prices shall be specified by Insight and shall be applicable for the period specified in Insight's quote. If no period is specified, prices shall be applicable for 30 days.

b. Any special pricing that is passed on to the Customer will be from the Manufacturer for E-Rate eligible and/or partially eligible products but must be valid for E-Rate eligible and partially eligible products that are funded by the E-Rate program in Funding Year 2022. Insight reserves the right to (i) re-negotiate pricing for those Manufacturer eligible and non-eligible products that are not funded if the Customer elects to continue the project without E-Rate funding, and (ii) to terminate any obligation to provide such products (without penalty) if the parties cannot agree to such pricing.

c. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority. If Insight is held liable for or pays any of the foregoing taxes, the Customer shall reimburse Insight for such taxes in addition to the price of the Products.

d. Shipping charges are not included in prices and will be invoiced, if applicable, as separate items.

3. Orders

a. The Customer will submit orders on the Customer's standard purchase order form or on an alternate order form approved by Insight, or otherwise by electronic means acceptable to Insight. The Customer's order shall be deemed to incorporate the terms and conditions of this Contract without reference in the order to this Contract. Insight specifically objects to any additional terms being added through a purchase order or similar document. Any additional terms contained in the Customer's purchase order will not become part of the Contract and the terms of this Contract supersede any and all terms in any such purchase order. The Customer's order is subject to Insight's credit and acceptance requirements. Each Customer order that has been accepted by Insight (including any Statement of Work that has been executed by the Customer and delivered to Insight) shall be referred to as an "Order." Insight may accept an order by providing the Customer with a written confirmation of acceptance, sent by mail, facsimile or other electronic means; by shipping the Product; or by beginning performance of the Insight Services. No Orders may be cancelled or rescheduled without Insight's written consent, which may be given in Insight's sole discretion.

b. All shipments by Insight are F.O.B. point of origin. Subject to Insight's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to the Customer and title and risk of loss shall thereupon pass to the Customer. Products invoiced and held by Insight for any reason will be held at the Customer's risk and expense. Selection of the carrier and delivery route shall be made by Insight. Insight will use reasonable efforts to initiate shipment and schedule delivery as close as possible to the Customer's requested delivery dates. The Customer acknowledges that delivery dates provided by Insight are estimates

only and that Insight is not liable for failure to deliver on such dates. Notwithstanding the foregoing, Insight will use reasonable efforts to meet the Customer's delivery requirements and will keep the Customer informed of delivery status. Insight reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified shall not relieve the Customer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of 1 installment shall not entitle the Customer to cancel other installments.

c. Notwithstanding any provision of this Contract to the contrary, orders for special, custom, value-added and other non-standard Products, including Products of manufacturers which do not appear on Insight's line card, Products which have been tested, assembled or integrated for the Customer, work-in-process and Products otherwise identified by Insight as "NCNR" or "Non-Cancelable and Non-Returnable" ("Non-Standard Products") will be non-cancelable and non-returnable.

d. All sales are final, except with respect to Products that do not meet applicable manufacturer's specifications or that are not identified in the Order. Inspection and acceptance will be the Customer's responsibility. The Customer is deemed to have accepted the Products unless written notice of rejection is received by Insight within 10 days after delivery of the Products. The Customer waives any right to revoke acceptance thereafter. The Customer must report any discrepancy in shipment quantity or damage and request a Return Material Authorization ("RMA") within 10 days after delivery. No return of Products will be accepted by Insight without an RMA and an associated number, which may be issued by Insight in its sole discretion. Returned Products, unless damaged in transit, must be in their original, unaltered, undamaged condition, and must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective or damaged, a complete description of the nature of the defect or damage must be included with the returned Products. Products not eligible for return shall be returned to the Customer, freight collect.

4. Invoicing and Payment

a. The Customer will be invoiced for any Product other than Product Maintenance (e.g., hardware, software, documentation, accessories, materials, supplies and parts) upon delivery to a common carrier.

b. The Customer will be invoiced for any Product Maintenance upon Insight's receipt of the applicable Third-Party invoice for such Product Maintenance.

c. The Customer will be invoiced for Services on a monthly basis or upon completion of mutually agreed upon milestones as defined in the Statement of Work or related project plan. Invoicing details may also be provided on a Work Approval Form, which Insight may require the Customer to sign to acknowledge performance of the applicable Services.

d. Payment of the net amount of all invoices, without offset or deduction, is due 30 days from the date of Insight's invoice. Additional payment terms may be set forth in Other Documents.

e. Checks are accepted subject to collection and the date of collection is deemed the date of payment. On any past due invoice, the Customer shall pay interest from the payment due date to the date of payment at the annual percentage rate of 18% (or such lower rate as may be the maximum allowable by law), together with Insight's costs of collection (including reasonable attorneys' fees).

f. The Customer agrees that Insight may, in its sole discretion, at any time, change the terms of the Customer's credit before shipment of any or all Products or before beginning any Services.

5. Insight Services

The following terms apply to Insight Services:

a. The Customer agrees to provide Insight with sufficient, free and safe access to the premises where the Customer requires Insight Services to be performed.

b. Statement of Work. A separate Statement of Work may be required by Insight for each Service transaction. The Customer's order for Insight Services is subject to acceptance by Insight. The Statement of Work may include but may not be limited to (i) the service description; (ii) any additional terms and conditions for the Insight Service; (iii) each party's responsibilities; (iv) the conditions that Insight must meet to complete the Insight Service ("Completion Requirements"); and (v) the charges and fees, exclusive of taxes. Any changes to the Statement of Work must be in writing and signed by both parties.

c. Completion Requirements. Insight will inform the Customer in writing when Services are complete. Services are complete when all of the Completion requirements (if any) specified in the Statement of Work have been met. If no Completion Requirements are specified in the Statement of Work, then Services are complete when they are performed substantially in accordance with the terms of the applicable Statement of Work. Unless a different period is provided in the Statement of Work, the Customer shall have 10 business

days from receipt of a completed Work Approval Form to notify Insight if the Customer believes the Completion Requirements have not been met or if performance is in material non-conformance with specifications.

d. Personnel. Insight and the Customer shall each designate a project representative. All Insight and the Customer personnel assigned to participate on each party's behalf shall be knowledgeable in their assigned areas of responsibility. Unless otherwise provided in the Statement of Work, each party has the right to determine the assignment and re-assignment of its personnel. Insight may subcontract Insight Services to subcontractors selected by Insight.

e. Insurance. Insight and the Customer, respectively, shall be responsible, at their own cost and expense, for maintaining in effect policy or policies of insurance insuring against claims, demands or actions arising out of or in relation to the Insight Services provided pursuant to this Contract, in an amount not less than \$500,000 in respect of injuries or death of any one person, \$1,000,000 in respect of any one accident or disaster, and in an amount not less than \$100,000 in respect of property damaged or destroyed. Such insurance shall be underwritten by companies qualified to do business in the state in which the Services are to be performed. Each party shall, upon the reasonable request of the other party, deliver a validly executed certificate of insurance evidencing the above.

6. Insight's Limited Warranty

a. Insight Services. Insight warrants Insight Services will materially conform to the applicable Statement of Work for 30 days from the date of delivery. These warranties are void to the extent of any alterations to any Services that are not performed or authorized in writing by Insight. The Customer must bring any breach of these warranties to Insight's attention promptly in writing within 30 days of the date that the Services that are the subject of the breach were performed. Upon any breach of the warranties set forth in this section, Insight may, at its election, (i) use reasonable efforts to re-perform such, at no charge to the Customer, or (ii) terminate the applicable Service and return the fees paid by the Customer to Insight for such non-conforming Services (without interest) that are appropriately apportioned for the subject Service. **THE FOREGOING REMEDIES WILL BE THE CUSTOMER'S SOLE REMEDIES AND INSIGHT'S SOLE LIABILITY WITH RESPECT TO A BREACH BY INSIGHT OF THE WARRANTIES SET FORTH IN THIS SECTION 6(a).**

b. Resale of Third-Party Services. Insight hereby transfers any transferable warranties from any applicable Third Party. Insight makes no independent warranty with respect to Services performed by a Third Party.

c. Products. **ALL PRODUCTS ARE PROVIDED BY INSIGHT "AS IS."** INSIGHT MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS. Insight hereby transfers to the Customer, to the extent transferable, whatever transferable warranties and indemnities Insight receives from the manufacturer of the Products, including any transferable warranties and indemnities respecting patent infringement. the Customer, recognizing that Insight is not the manufacturer of Product, expressly waives any claim that the Customer may have against Insight based upon any alleged or actual product liability or infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any Product, as well as any right to indemnification from Insight on account of any such claim made against the Customer by a third party.

d. The warranties set forth in this section are the only warranties made by Insight, and Insight makes no other warranties, express or implied, with respect to the Products acquired and Services sold hereunder. **IN PARTICULAR, INSIGHT MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES SOLD OR ACQUIRED HEREUNDER, OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING PROPRIETARY RIGHT INFRINGEMENT. INSIGHT DOES NOT AUTHORIZE ANY PERSON TO ASSUME FOR IT THE OBLIGATIONS CONTAINED HEREIN.**

7. Limitation of Liability

a. The Customer will look solely to the manufacturers of the Products acquired pursuant hereto, or to the Third Party, for relief with respect to any and all claims, actions, suits, proceedings, demands, liabilities, losses, damages and expenses (including attorneys' fees) resulting from any claim by the Customer or any third party (including the Customer's employees) arising out of or related in any way to the Products or Services or the use or operation thereof, whether such claim is brought in contract, warranty, tort or otherwise (collectively "Liabilities"). The Customer will defend, indemnify and hold Insight harmless from and against all such Liabilities.

b. **NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS**

OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. EXCLUDING DAMAGES FOR BODILY INJURY, THE CUSTOMER'S RECOVERY FROM INSIGHT FOR ANY CLAIM WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR THE AMOUNTS PAID BY THE CUSTOMER FOR THE PRODUCT MAINTENANCE OR SERVICES GIVING RISE TO THE CLAIM THAT WERE PROVIDED DURING THE 6 MONTHS PRECEDING THE CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. INSIGHT SHALL NOT BE LIABLE FOR AND THE CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD INSIGHT HARMLESS FROM ANY CLAIMS BASED ON INSIGHT'S COMPLIANCE WITH THE CUSTOMER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN INSIGHT, OR USE IN COMBINATION WITH OTHER PRODUCTS.

d. No action arising out of the performance of any Services, or the sale and acquisition of any Products, pursuant to this Contract may be brought by either party more than 2 years after such cause of action accrues, except that an action for nonpayment may be brought within 2 years of the date of the last payment.

8. Termination

a. Either party may terminate this Contract without cause at any time by giving the other party at least 30 days prior written notice.

b. Insight may terminate any Order for default for which the Customer refuses or is unable to accept delivery or fails to make payment when due and does not make such payment within 10 days after notice from Insight that payment is past due.

c. Either party may terminate this Contract and any Order without notice if the other party is unable to pay its debts when due or becomes insolvent, files for bankruptcy or is the subject of involuntary bankruptcy, or has its assets assigned or a receiver appointed.

d. Either party may terminate any Order for which the other party fails to perform any of its obligations hereunder with respect to such Order so as to be in default and fails to cure such default within 30 days after written notice thereof.

e. All Orders existing at the time of termination of this Contract shall remain in effect and shall be performed in accordance with the terms of this Contract, except Orders terminated in accordance with this Section. The Customer shall pay for all products ordered by Insight for the Customer's account and for all work in process (including charges for labor and materials) as of the effective date of termination of this Contract or Order, as applicable.

f. The exercise of the right to terminate this Contract or any Order will be in addition to any other right and remedy provided in this Contract or existing at law or equity that is not otherwise excluded or limited under this Contract.

9. Intellectual Property. If an Order includes software or other intellectual property, such software or other intellectual property is provided by Insight to the Customer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. Unless otherwise provided in this Contract, Insight is not the licensor and the Customer acquires the license directly from the manufacturer or the manufacturer's authorized licensor.

10. Confidential Information. The Customer agrees to hold information designated in writing as confidential or proprietary by Insight in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Customer's obligations hereunder, and to advise the Customer's employees, agents, contractors, and representatives of their obligations to keep such information confidential. The Customer shall take reasonable precautions to protect the confidentiality of such information, at least as stringent as the Customer takes to protect its own confidential information. Nothing herein transfers to the Customer any title to or ownership rights in any such information; and, upon written request of Insight, the Customer will promptly return or delete any such information which it has in its possession.

11. Non-Solicitation. The Customer agrees that the personnel of Insight as well as the personnel of any Third Party are critical to Insight and the Third Party's ability to provide Services. Therefore, the Customer agrees not to hire or otherwise solicit the employment of any Insight or Third-Party personnel associated with performing the Services or supplying the Products acquired hereunder during the term of this Contract or for

1 year thereafter. If the Customer violates this prohibition, the Customer shall immediately pay to Insight an amount equal to the annual compensation of the Insight personnel solicited or hired or the amount Insight would then be liable to the Third Party pursuant to any agreement with it.

12. Independent Contractors. Insight, and each of the Third-Party Providers, shall act as independent contractors. Neither party hereto shall represent that it has the authority, express or implied, to assume or create any obligation on behalf of the other party as agent or employee in any capacity. The parties agree that this Contract does not establish a joint venture or partnership.

13. Security Interest. Insight reserves a purchase money security interest in all Products purchased under this Contract, all additions and accessions thereto and all replacements and proceeds thereof to secure payment of the Customer's obligations. Such security interest is retained until the Customer's obligations are paid in full. Insight may file this Contract or financing statements pursuant to the Uniform Commercial Code or other applicable law to evidence or perfect Insight's security interest in the Products. The Customer hereby irrevocably appoints Insight as its attorney-in-fact to execute such financing statements and to do such other acts and things as may be necessary to perfect or preserve Insight's security interest in the Products. At Insight's request, the Customer shall join with Insight in executing such financing statements. The Customer shall pay all fees, taxes, and assessments associated with the filing of this Contract or financing statements.

14. Notices. Any notice required or permitted to be sent to either party under the terms of this Contract or any agreement entered into pursuant hereto shall be deemed to have been given when in writing and delivered personally or mailed postage prepaid by registered or certified mail, return receipt requested, to the party to be notified at the address set forth below or such other address as the party may from time to time designate in writing:

CUSTOMER: _____	INSIGHT: <u>Insight Public Sector, Inc.</u>
_____	<u>6820 South Harl Avenue</u>
_____	_____
_____	<u>Tempe, Arizona 85283</u>
Attention: _____	Attention: <u>IPS Proposal Department</u>

15. General

a. This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals and communications between the parties, written or oral, relating to the subject matter of this Contract. This Contract may be modified only by writings duly signed by authorized representatives of both parties.

b. Neither party shall be liable for failure to fulfill its obligations under this Contract or any other agreement entered into pursuant hereto, or for delays in delivery due to causes beyond its reasonable control, including but not limited to, acts of God, acts or omissions of the other party, acts or omissions of civil or military authority, government priorities, changes in law, man-made or natural disasters, materials shortages, fires, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

c. This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

d. Except as specifically provided herein, the Customer may not assign this Contract or any of its rights or obligations hereunder without the prior written consent of Insight. Any such attempted assignment shall be null and void. This Contract shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

e. The failure of either party at any time to require performance by the other party of any provision of this Contract will not affect the right of such party to require performance at any time thereafter, nor will the waiver by either party of a breach of any provision of this Contract be taken or held to be a waiver of any provision itself.

f. Any provision of this Contract that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in such jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

g. The headings used in this Contract are for convenience of reference only and shall be ignored in the construction and interpretation of this Contract.

16. Definitions

"Product(s)" means hardware, software, documentation, accessories, cabling, material, supplies and parts, and any Product Maintenance provided by Insight under this Contract.

"Product Maintenance" means any maintenance and/or support of any hardware, software, documentation, accessories, cabling, material, supplies, or other parts that are performed by a Third Party and provided by Insight under this Contract.

"Services" means the specific professional services, network management, or business process outsourcing services, or other related services, set forth in an Order and/or Statement of Work, to be performed by Insight or a Third Party pursuant to this Contract.

"Third Party" means a third party that designs and/or manufactures Products or performs Services that are resold to Customer by Insight. Third Party includes manufacturers and non-manufacturers but does not include subcontractors.

If a capitalized term used in this Contract is not identified in this Section 16, then that term shall have the definition ascribed to that term as may be found in the Other Documents.

3.4 Contract Acceptance Page

Mayor Joe V. Sanchez Public Library has selected Insight Public Sector, Inc. ("Insight") (SPIN# 143030052) as its E-Rate service provider pursuant to the SLD's requirements for filing form 471. By executing this Contract Acceptance Page, Mayor Joe V. Sanchez Public Library and Insight agree to all of the terms set forth in the Contract for E-Rate Projects and requirements of all of the following subject to the requirements of the Schools and Libraries Division (the "SLD") of USAC pertaining to E-Rate funding, and the following Other Documents:

Document Name	Form No.	Reference
Contract Renewal	Addendum One	
Annual Basic Maintenance Services Agreement	Addendum Two	
Vendor Background Questions & Bid Response Form	Exhibit 1	
Pricing	Exhibit 2	
Insight W-9 Form	Exhibit 3	
Work Approval Form	Exhibit 4	

All of the foregoing together comprise and constitute one single contract between Mayor Joe V. Sanchez Public Library and Insight and shall be referred to herein as the "Contract". In case of any ambiguity or conflict among the documents that comprise the Contract, the ambiguity/conflict will be interpreted and resolved in accordance with the following order of precedence: (1) the Contract; (2) the applicable Statement of Work; (3) the remaining Other Documents; (4) Insight's proposal; and (5) the Mayor Joe V. Sanchez Public Library's Request for Proposal that initiated this proposal.

Customer represents and warrants that the individual executing this Contract has the authority to bind the Customer in this matter. The effective date of the Contract is the date of the last signature below.

Customer Reference Number: _____

Insight Reference Number: 202112026-erfp

**MAYOR JOE V. SANCHEZ PUBLIC
LIBRARY**

By: _____

Authorized Signature

Name: _____

Printed or Typed

Title: _____

Date: _____

Address: _____

Attn: _____

INSIGHT PUBLIC SECTOR, INC.

By: _____

Authorized Signature

Name: _____

Printed or Typed

Title: _____

Date: _____

Address: _____

Attn: _____

3.5 Addenda

Insight is pleased to provide the following Addenda:

- Contract Renewal
- Annual Basic Maintenance Services Agreement

Addendum One: Contract Renewal

Insight is providing this Contract Renewal form to Mayor Joe V. Sanchez Public Library for any future E-Rate opportunities. Signature of this Contract Renewal constitutes a renewal of the binding agreement previously executed between Insight Public Sector, Inc. ("Insight") and Mayor Joe V. Sanchez Public Library ("Customer") dated _____, Contract No. _____ (the "Contract") in accordance with the requirements of the Schools and Libraries Division (SLD) of the USAC, pertaining to E-Rate funding.

By executing this Contract Renewal, the parties agree:

- That Mayor Joe V. Sanchez Public Library has selected Insight Public Sector, Inc. ("Insight") (SPIN # 143030052) as its E-Rate service provider pursuant to the SLD's requirements for filing Form 471.
- The Contract, including all terms, conditions, and specifications thereof, is hereby renewed for an additional 1-year term, and may be subsequently renewed annually for up to three additional 1-year terms upon mutual, written agreement of both parties at least 30 days prior to the end of the then-current term.
- Either party may terminate the Contract for its convenience upon 30 days written notice to the other.
- The individual signing this Contract Renewal represents he/she has actual authority to execute this instrument and therefore binds their respective party to the requirements of this Contract Renewal as well as the Contract.

Except as otherwise expressly provided in this Contract Renewal, the Contract shall remain unchanged and in full force and effect.

Customer Reference Number: _____

Insight Reference Number: 202112026-erfp

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY

INSIGHT PUBLIC SECTOR, INC.

By: _____

By: _____

Authorized Signature

Authorized Signature

Name: _____

Name: _____

Printed or Typed

Printed or Typed

Title: _____

Title: _____

Date: _____

Date: _____

Addendum Two: Annual Basic Maintenance Services Agreement

This Agreement provides Help Desk Support and Onsite Support described in Section 1 below (collectively, "Services") by Insight Public Sector, Inc.'s ("Insight") National Customer Support Center ("NCSC") for the covered equipment, cabling plant and software identified in Section 2.a. below (collectively, "Covered Equipment"). The Services are intended to assist Customer's in-house technical staff diagnosis and resolve problems with the Covered Equipment. Insight uses the Insight implementation of the Remedy® Total Call Management (TCM) service management software solution to manage service calls. Only Services provided hereunder which are authorized under the Schools and Libraries Division ("SLD") guidelines are provided under this Agreement.

1. SERVICES

a. Scope

The Services are intended to answer operational and configuration questions, to determine if a problem exists with Covered Equipment, and to assist Customer to report such problems for correction to the Third Party Provider that is responsible for correcting the problem. These Services are not intended to include or replace such services provided by other Third Party Providers to isolate and repair equipment, cable and software failures, including but not limited to services provided under the manufacturer's warranty and support agreements.

b. Help Desk Support

Help Desk Support is provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard Time ("Help Desk Covered Hours"). Customer places its request for Help Desk Support by a telephone call to a toll free number or by sending an email to a designated email address, containing such information as Insight requires to open a service request.

Help Desk Support's toll free number is 866.536.8767, and the email address is ncsc-data-admin@insight.com.

An NCSC technician will respond to the service request within 1-hour during Covered Hours. The NCSC technician will collect the service request profile information, which Customer shall provide, to include the onsite contact name and phone number, the make, model and serial number of the failing equipment, and a description of the problem, what functions were being performed at time of failure, description of any recent hardware or software changes, and other information as may be requested by Insight. The service request and any outage alerts are entered into Remedy for call response, tracking and closure.

If the NCSC technician determines that call escalation is required, a network engineer will be contacted to assist with the problem.

c. Onsite Support

Onsite Services are provided during the hours of 7:00 a.m. to 5:00 p.m., local time at the Customer's site ("Onsite Covered Hours").

If a problem cannot be resolved remotely, a network engineer will be dispatched to arrive by the next-business-day after dispatch to provide onsite Services. In the event of an "Emergency," Insight will use its best efforts to provide an onsite response as soon as possible. An "Emergency" means a critical system failure affecting all users in a facility or the entire school district.

Once onsite, the network engineer stays in contact with both the Customer user and the NCSC Help Desk allowing Insight to track the progress and problem resolution. During the call resolution process Customer can determine resolution status by contacting the Help Desk.

2. COVERED EQUIPMENT

The list of Covered Equipment is intended to reflect the most recent update to the SLD's eligible services list. If the list of Covered Equipment differs from the most recent SLD list, then the most current SLD list shall take precedence. Only equipment, cabling plant and software purchased from Insight shall be part of the Covered Equipment.

a. Covered Equipment:

Network Hardware:

- Routers – includes upgrade components; however, WAN components are not included
- Switches - includes upgrade components; however, WAN components are not included
- Hubs - includes upgrade components; however, WAN components are not included

- Wireless LAN Controllers
- Wireless Access Points
- Firewalls

Network Operating Software:

- Software, or software upgrades, that would be essential to support the network operating system only. Application software, and any software for workstations/desktops are not eligible. All software must be for servers or network hardware as listed above.

Cabling:

- LAN structured cabling plant, inclusive of all normal cabling/tie lines

Other E-Rate Eligible Items:

- UPS devices
- Equipment Cabinets

b. Non Covered Equipment:

- WAN equipment and components
- MCU devices
- Email Software
- Customer Licenses for eligible software
- CODEC
- Voice Interface Cards
- Voice/Video over IP
- Voice Mail
- Workstations/Desktops
- Adds, Moves, Changes of Workstations/Desktops
- Any software, of any kind, that resides on Workstations/Desktops
- Any software, of any kind, that resides on Servers, and is not operating systems software
- Telephone Handsets
- Fax Machines
- Answering Machines

3. SERVICES NOT COVERED

The extent of Insight Services provided hereunder is expressly stated in this Agreement. Any Service not specified herein is outside the scope of this Agreement. Without limiting the foregoing:

- Insight is not responsible for lost data or any associated costs or attempts to reconstruct data that may have been lost while performing services hereunder.
- Insight is not responsible for any lost application configurations or associated costs or attempts to reconstruct configurations that may have been lost while performing services hereunder.
- The Agreement does not provide user maintenance packs/kits, replacement parts, operating supplies or accessories including media such as tapes and disk packs.

Customer acknowledges that the ability of Insight to provide the Services contemplated under this Agreement requires that Customer provide Insight with all required information, cooperation and access to Customer's network. Insight shall not be obligated to provide or be liable for failure to provide the Services if Customer fails to honor such obligations or if undertaken by Insight in reliance upon incorrect information provided by Customer.

4. TOTAL HOURS

Help Desk Support and On Site Support are limited to a maximum number of hours during the initial 1-year term of this Agreement ("Total Hours"). The Total Hours include all time providing Help Desk Support and Onsite Support, including round trip travel time. Any portion of the Total Hours not used prior to the end of the initial 1-year term of this Agreement shall expire and may not be carried over to any subsequent renewal or other contractual agreement.

5. E-RATE ELIGIBILITY

- It is the intention of this Agreement to cover only those basic maintenance services deemed eligible for E-rate support under the Seventh Report and Order (FCC 14-99).
- The scope of work covered by this Agreement is contingent upon the definition of "basic maintenance" as determined by the FCC and administered by the USAC.

- If subsequent FCC rules, appeal decisions, and/or USAC interpretations shall deem any types of the maintenance and/or warranty services included within this agreement to be more than basic maintenance, and therefore ineligible for E-rate support, such service provisions and associated costs shall be automatically severed from this Agreement.
- In the event of such an amendment, the remainder of this Agreement shall remain in full force and effect.

6. PRICING

*Help Desk Support and On Site Support for a maximum of **200** Total Hours at a rate of **\$145.00** per hour. The Total Hours may be utilized beginning **July 1, 2022**, and ending on **June 30, 2023**. Any portion of the Total Hours not used prior to the end date shall expire and may not be carried over to any subsequent renewal or other contractual agreement.*

**TOTAL
Maximum
Maintenance:
\$ 29,000.00**

3.6 Exhibits

Insight is pleased to provide the following Exhibits:

- Vendor Background Questions and Bid Response Form
- Pricing
- Insight W-9 Form
- Certificate of Insurance

Exhibit 1: Vendor Background Questions and Bid Response Form

Per RFP requirements, Insight has provided responses to the following Vendor Background Questions, please see below.

Please note that upon contract award, the documents contained in Exhibit 1 will become part of the mutually agreed upon Contract.

Vendor Background Questions (20 points)

1.) Number of years your company has been in business.

Insight Public Sector, Inc. has been in business in the Rio Grande Valley for over 20 Years.

2.) Where is your head office, your sales and customer service offices located?

2712 N. McColl Road, McAllen, TX 78501

3.) Where is your billing office?

910 W. Carver Rd., Tempe, AZ 85284

4.) Number of employees in your company.

Insight employs more than 11,000 teammates worldwide

5.) Number of employees in local (RGV) site (if applicable).

20

6.) Number of employees in customer service.

12 individuals, including Project Managers, Sales and Engineers.

7.) Number of employees with technical certifications.

Please see the extensive Cisco, APC, Tandberg and other certifications that we possess in **Section 2.4 – Expertise.**

8.) Number of employees in local (RGV) site (if applicable) with technical Certifications.

12 employees, both engineers and project managers, have national and manufacturer certifications.

9.) Are your hardware and software dependent on third party vendors for manufacturing?

We have direct (not third-party) relationships with all major manufacturers in this RFP response. This includes Cisco Systems (Gold Certified Partner) and APC (Platinum Partner).

10.) Please list any items from current or anticipated equipment which you will not be able to provide maintenance.

None.

References (5 points)

1.) Please provide a minimum of three references (public libraries or education entities in the RGV are preferred). For each reference provide names, address, phone numbers and email of the primary contact person.

Please see **Section 1.3: References** of our proposal response for references.

Repair / Response Times (10 points)

1.) How long will it take for you to have a qualified technician on site? (Response Time) during regular business hours (Monday-Friday 8:00am to 5:00pm)

Average of four hours.

2.) How long will it take for you to have a qualified technician on site outside normal business hours?

Average of eight hours.

3.) Please provide a direct number to the person(s) who can provide immediate decisions on pricing and expansion.

Please see escalation contacts in **Addendum Two: Annual Basic Maintenance Services Agreement**.

4.) Please provide a direct number for the person(s) who can immediately facilitate repairs during normal business hours (Monday-Friday 8:00-5:00)

Please see escalation contacts in **Addendum Two: Annual Basic Maintenance Services Agreement**.

5.) Please provide a direct number for the person(s) who can immediately facilitate evening and weekend repairs.

Please see escalation contacts in **Addendum Two: Annual Basic Maintenance Services Agreement**.

Future Offerings (5 points)

1.) What new technology does your company plan to utilize in the near future that would be an advantage to the Mayor Joe V. Sanchez Public Library?

Insight Public Sector has certifications in not only the IP Telephony products that we are deploying but also the managed wireless (WLC). This is in addition to our Voice offerings through Cisco's Unified Communication. Cisco Jabber is a new part of the Cisco UC offering that will make Telepresence video and audio integrate together. Also, as server and desktop virtualization become more of a business norm, Insight Public Sector is well positioned to not only offer the Cisco UCS platform and VDI by HP or WYSE for hardware but the professional services to design, install, and support this technology. This includes server virtualization as well.

2.) What is the most significant factor affecting the future success of your company and what is being planned to address it?

Personnel – As we grow our business in the Rio Grande Valley, we must continue to access quality, trained personnel to help our customers. We have presently done this. However, we must continue to search and hire quality engineers and project managers. We currently have the only Cisco Certified Internetworking Expert in the Rio Grande Valley (CCIE, Voice) in our office. Our National manufacturers rely heavily upon our local expertise to position their products.

Market Differentiation (10 points)

1.) Provide a brief summary of your company's history in the marketplace. Limit response to 2 pages.

Insight Public Sector personnel, both in the sales and services divisions, have been working with the public libraries in the Rio Grande Valley for over 20 years. We were instrumental in working with all the libraries at the onset of the E-Rate program and establishing the consortiums that exist today. Since we are local company with local engineers and sales personnel, we pride ourselves in being able to solve the technical problems facing public libraries. As for our history in the national marketplace, please see attached documentation in **Section 2. Insight Overview** of our proposal response.

2.) Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition.

Project Management is very large component of what we do. See attached documentation in proposal response. Insight Public Sector feels that Project Management is our real differentiator in the market among our competitors. Another large factor is local support. Our local McAllen office houses 10 Cisco Certified engineers and 4 project managers, including (1) Cisco Certified Internetworking Expert specializing in Voice. This is more personnel than ANY of our local competitors and really shows our value and commitment to the marketplace in the Rio Grande Valley. In terms of the Basic Maintenance that you are requesting as part of your E-Rate proposal, our engineers are dispatched 15 minutes from your location.

3.) Identify other Public Libraries or education entities in the Rio Grande Valley for whom your company has provided similar service. Specify the services provided.

- a. Insight Public Sector services most of the public libraries in Cameron and Hidalgo counties.

These services include the following:

- i. Cisco Equipment
- ii. APC Equipment
- iii. Bluesocket appliances
- iv. Infrastructure Cabling
- v. All Hardware Configuration and Installation
- vi. Basic Maintenance Services
- vii. Project Management

- b. Libraries include:

- i. Brownsville
- ii. Southmost
- iii. Donna
- iv. Elsa
- v. Edinburg
- vi. McAllen

4.) Please describe how you charge for onsite visits. Specify whether you charge a minimum number of hours per onsite visit, and if so, how many, or whether you charge for the actual hours devoted to a project.

Insight Public Sector will provide Services on an as-needed basis, subject to Insight Public Sector resource availability as determined in Insight Public Sector's discretion. Major Joe V. Sanchez Public Library will notify Insight Public Sector, in writing, of each Service request. Each Service request will be invoiced for a minimum of either 4 hours for onsite assistance, or 2 hours for telephone assistance. Major Joe V. Sanchez Public Library will only be invoiced as hours are used on a monthly basis.

5.) Please provide your company's mission and/or vision statement.

"We build meaningful connections to help businesses run smarter." Our purpose is a clear, concise, internal declaration that defines who we are, why we do what we do and why we matter

to our audiences. While the purpose is an internal declaration, it affects how we talk about ourselves, what we value, and how we behave.

Building meaningful connections:

- Clients to solutions
- Partners to clients
- Teammates to opportunities

Helping businesses run smarter:

- Understanding and solving clients' real business problems through technology
- Providing expertise that enhances business performance
- Optimizing technology investments to deliver value over time

We live by our core values of Hunger, Heart and Harmony, which set the tone for our business and define who we are. Our core values are:

- Hunger – Status quo? Not at Insight. Our insatiable desire to create new opportunities for our clients and our business is apparent in everything we do.
- Heart – We seek to have a positive impact in the lives of the people we serve by always putting our clients, partners and teammates first.
- Harmony – We are many teammates on one global team. We invite perspective, and we consistently celebrate each other's unique contributions as we work together to bring the best solutions to our clients.

We believe that these values strengthen the overall Insight experience for our clients, partners and teammates (we refer to our customers as "clients," our suppliers as "partners" and our employees as "teammates").

Exhibit 2: Pricing

Insight is pleased to provide the following detailed pricing for Mayor Joe V. Sanchez Public Library's review and consideration.

Description	Cost
Manufacturer Warranty Costs	\$ 5,021.28
E-Rate Eligible	\$ 5,021.28
E-Rate Ineligible	\$ 0
Maintenance Fees	\$ 29,000.00
E-Rate Eligible	\$ 29,000.00
E-Rate Ineligible	\$ 0
Total Cost	\$ 34,021.28

Pricing Notes

1. Please refer to the following Quote(s) for detailed hardware/software/manufacturer warranty pricing, if applicable.
2. Please refer to the Annual Basic Maintenance Services Agreement Addendum for more information about these services and the associated fees, if applicable.
3. Shipping and taxes, if applicable, are not included.
4. All prices are in U.S. dollars.

Tariff Validity Statement

The United States government recently imposed tariffs on technology-based products imported from China. Affected technology manufacturers are in the process of evaluating the impact of the tariffs and passing mandated cost increases on to partners such as Insight. The situation is fluid and manufacturers are providing frequent cost updates, in some instances, multiple times per day. For this reason, Insight has to use a pricing methodology for the proposal that is reflective of the ever-changing cost impact of the imposed tariffs on products. Insight will attempt to adhere to its price proposal as quoted; however, the volatility in manufacturers' costs due to the tariffs may require a requote prior to finalizing any subsequent award or purchase order.

Please note that upon contract award, Pricing will become part of the mutually agreed upon Contract.

Exhibit 3: Insight W-9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																				
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Insight Public Sector Inc.																																						
2 Business name/disregarded entity name, if different from above																																						
Print or type. See Specific instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																					
	☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate																																					
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____																																					
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																					
	☐ Other (see instructions) ▶ _____																																					
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																						
5 Address (number, street, and apt. or suite no.) See instructions. 6820 S. Harl Ave		Requester's name and address (optional)																																				
6 City, state, and ZIP code Tempe, AZ 85283																																						
7 List account number(s) here (optional)																																						
Part I Taxpayer Identification Number (TIN)																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.																																						
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																						
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td></tr></table>		Social security number																		<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 25%;">3</td><td style="width: 25%;">6</td><td style="width: 25%;">-</td><td style="width: 25%;">3</td><td style="width: 25%;">9</td><td style="width: 25%;">4</td><td style="width: 25%;">9</td><td style="width: 25%;">0</td><td style="width: 25%;">0</td></tr></table>	Employer identification number									3	6	-	3	9	4	9	0	0
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3	6	-	3	9	4	9	0	0																														
Part II Certification																																						
Under penalties of perjury, I certify that:																																						
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																						
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																						
3. I am a U.S. citizen or other U.S. person (defined below); and																																						
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																						
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																						
Sign Here	Signature of U.S. person ▶	Date ▶ 01/01/2021																																				
General Instructions																																						
Section references are to the Internal Revenue Code unless otherwise noted.																																						
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .																																						
Purpose of Form																																						
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																																						
• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property)																																						
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																						
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																						
Cat. No. 10231X																																						
Form W-9 (Rev. 10-2018)																																						

Exhibit 4: Insurance Certificate

Insight is pleased to provide the following sample Certificate of Insurance.

Upon contract award, Insight will provide a Certificate of Insurance naming Mayor Joe V. Sanchez Public Library as additional insured.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/22/2021																																																								
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																																										
PRODUCER Marsh USA Inc. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 Attn: Phoenix.CertRequest@marsh.com CN1012345622-STND-GAUWP-21-	CONTACT NAME: PHONE (A/C, No. Extn): FAX (A/C, No.): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C : Sentry Insurance A Mutual Co</td> <td>24988</td> </tr> <tr> <td>INSURER D : Sentry Casualty Company</td> <td>28460</td> </tr> <tr> <td>INSURER E : Endurance American Insurance Company</td> <td>10641</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Northern Insurance Company	20303	INSURER B : Federal Insurance Company	20281	INSURER C : Sentry Insurance A Mutual Co	24988	INSURER D : Sentry Casualty Company	28460	INSURER E : Endurance American Insurance Company	10641	INSURER F :																																											
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COVERAGES CERTIFICATE NUMBER: LOS-002544355-08 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ADDL INSR</th> <th>SUBR WVD</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td>A</td> <td> ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER: </td> <td></td> <td></td> <td>3606-77-62</td> <td>04/15/2021</td> <td>04/15/2022</td> <td> EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 </td> </tr> <tr> <td>A</td> <td> ☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY </td> <td></td> <td></td> <td>7362-08-62</td> <td>04/15/2021</td> <td>04/15/2022</td> <td> COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ </td> </tr> <tr> <td>B</td> <td> ☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ </td> <td></td> <td></td> <td>7819-44-10</td> <td>04/15/2021</td> <td>04/15/2022</td> <td> EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ </td> </tr> <tr> <td>C</td> <td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td> <td></td> <td></td> <td>90-05749-03 (AOS)</td> <td>04/15/2021</td> <td>04/15/2022</td> <td> ☒ PER STATUTE ☐ OTH-ER </td> </tr> <tr> <td>D</td> <td> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below </td> <td>Y / N N</td> <td>N / A</td> <td>90-05749-04 (MA, WI, HI)</td> <td>04/15/2021</td> <td>04/15/2022</td> <td> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 </td> </tr> <tr> <td>E</td> <td>Technology E&O and Cyber</td> <td></td> <td></td> <td>PRX10010993104</td> <td>04/15/2021</td> <td>04/15/2022</td> <td> Per Claim 10,000,000 Aggregate 10,000,000 </td> </tr> </tbody> </table>			INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:			3606-77-62	04/15/2021	04/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000	A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7362-08-62	04/15/2021	04/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			7819-44-10	04/15/2021	04/15/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$	C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			90-05749-03 (AOS)	04/15/2021	04/15/2022	☒ PER STATUTE ☐ OTH-ER	D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	90-05749-04 (MA, WI, HI)	04/15/2021	04/15/2022	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	E	Technology E&O and Cyber			PRX10010993104	04/15/2021	04/15/2022	Per Claim 10,000,000 Aggregate 10,000,000
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ACORD 25 (2016/03)

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Standardized Agenda Request Form

Date of Meeting: February 15, 2022	Agenda Item No. (to be assigned by CSO): 2022-5190	
From:		
Subject: Discussion and consideration to rescind RFB 2021-22-06 Annual Grounds Maintenance Contract bid awarded to South Texas Landscaping & Irrigation and authorize staff to re-bid the project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)		
Background: South Texas Landscaping & Irrigation was awarded the bid for City's annual grounds maintenance contract as the apparent low bidder. The company has provided one service cycle for our facilities and has requested to increase their fee on several of the facilities maintained. Their request maintains that they are still the lowest bid provided. Original bid amount: \$37,165 Requested increase: \$14,020 New Contract Amount \$51,185 Budget Amount: \$52,400 Options: 1. Rescind award of contract and re-bid (RECOMMENDED) 2. Approve increase requested by South Texas Landscaping \$51,185 3 Award to Total Lawn Care \$58,736 annually (over budget)		
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: January 4, 2022 Awarded bid to South Texas Landscaping & Irrigation		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
OMAR RODRIGUEZ OMAR RODRIGUEZ ANDREW MUNOZ	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends rescinding award of bid, rejecting other bids and rebidding project.		

Attachments, if any:
Email FR South Texas Landscaping Re_ Renegotiate, STX Landscapes new prices, TABULATION 2021-22-06 GROUNDS MAINT Rev
Responsibilities upon Approval:

From: [SOUTH TEXAS LANDSCAPE](#)
To: [Homer Rhodes](#); [Omar Rodriguez](#)
Subject: Re: Renegotiate
Date: Thursday, February 3, 2022 12:14:20 PM

On Thu, Jan 6, 2022 at 12:27 PM SOUTH TEXAS LANDSCAPE
<stxlandscapes@gmail.com> wrote:

Good afternoon, after revising prices carefully. We take full responsibility for our mistakes in the proposal. As we revised the prices carefully, it came to our knowledge that we are not making any profit. Therefore, we apologize for wasting your time. Although we made mistakes, we are willing to renegotiate some facility prices. We are willing to stay under our initial price. That way we are still at a margin of profit. These are our final numbers. Thank you for the opportunity given to us. Please let us know if we can still work together with the prices we have included.

Thank you and have a great day.

Sincerely:

Owner: Alexis Garza



South Texas Landscapes Irrigation And Pest Control

1802 Nugget St.
Peñitas Tx. 78576
Office: (956) 862-0232
Cell: (956) 222-2722



**SOUTH TEXAS LANDSCAPES, IRRIGATION, AND PEST CONTROL
LLC.**

1802 NUGGET ST
PENITAS, TX 78576 US
+1 9568620232
STXLANDSCAPES@GMAIL.COM

City of Weslaco and purchasing staff,

We are truly grateful and appreciative to be given the opportunity to be awarded this contract. Even after all our mistakes, you have continued to be patient with us and understanding. On January 6, 2022, South Texas Landscapes sent an email to Mr. Rhodes stating we wanted to renegotiate prices. Attaching our new bidding price. There was unfortunately no response but a verified phone call with Mr. Rodriguez. Agreeing with our prices. As per Mr. Garza, and Mr. Rodriguez there has been a misunderstanding that can surely be resolved, with approval. Again, our apologies for the inconvenience this has caused. Attached is our final price for this contract. We hope that we are still able to work with you, as it is a pleasure.

Alexis Garza

CITY OF WESLACO

REVISED - COST FACTOR SHEET FOR GROUNDS MAINTENANCE CONTRACT

RFB No.: 2021-22-06

Proposed by:

South Texas Landscapes Irrigation and Pest Control LLC. 1802 Nugget St. Penitas TX 78576

Company Name	Address	City	State	Zip
(956)862-0232	stxlandscapes@gmail.com			02-03-2022
Phone No.	E-mail	Signature	Date	

Item	Location	Frequency	Item fee	Annual Cost
1	CITY HALL / UTRGV / EDC	43	\$470	\$20,210
2	FIRE STATION 1	43	\$35	\$1,505
3	FIRE STATION 2 / LIBRARY / FLAG PLAZA BANK	43	\$395	\$16,985
4	FIRE STATION 3	43	\$55	\$2,365
5	POLICE STATION	43	\$70	\$3,010
6	SHOOTING RANGE	26	\$40	\$1,040
7	AIRPORT TERMINAL	43	\$65	\$2,795
8	CUSTOMS & BORDER PROTECTION	43	\$55	\$2,365
9	ANIMAL SHELTER * Added Addendum #4	26	\$35	\$910

\$51,185

TOTAL BID AMOUNT



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@tlclawncares.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	



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5172	
From:			
Subject: Discussion and consideration on the request from Valley Nature Center for closure of Gibson Park parking lot for the Spring Feast event on Saturday, April 23, 2022, for the day and waiver of any associated fees and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: Annual request from Valley Nature Center to close Gibson Park parking lot for the day of Spring Feast. The park will not be closed to pedestrian traffic or use of park facilities. Closure request is only for parking. Any fees have previously been waived.			
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 OMAR RODRIGUEZ ANDREW MUNOZ		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Request Valley Nature Center			
Responsibilities upon Approval:			



ValleyNatureCenter

W E S L A C O
A Secret Garden in the Heart of the
Rio Grande Valley

301 S. Border Ave. PO Box 8125

Weslaco, TX 78599

(956) 969-2475 (956) 969-9915 fax

info@valleynaturecenter.org

www.valleynaturecenter.org

February 3, 2022

The Honorable Mayor David Suarez
Commissioner Leo Munoz
Commissioner Greg Kerr
Commissioner JP Rodriguez
Commissioner Adrian Farias
Commissioner Letty Lopez
Commissioner Josh Pedraza

Dear Mayor Suarez and Commissioners:

On April 23rd, the Valley Nature Center will host our 6th annual Spring Feast dinner. As you may know, this is a very important event to the nature center as the proceeds allow us to provide sponsorships to children in our community to attend our summer camp programs that might not otherwise be able to attend. This evening will also be significant in that the Covid 19 pandemic precluded us from hosting this event for two consecutive years.

We would like to formally request the parking lot for Gibson Park be closed off for the day of April 23rd to allow our guests ample parking for the dinner. The event runs from 7:00 pm-10:00 pm.

We greatly appreciate your consideration. Please feel free to contact the nature center should you have any questions or need any additional information.

Thank you for your time.

Sincerely,

Hollie S. Johnston
Executive Director



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5171	
From:			
Subject: Discussion and consideration to approve renewal of the Loss Control/Risk Management contract set to expire March 1, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed Human Resources)			
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):			
Luz Galindo Luz Galindo ANDREW MUNOZ		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: LOSS CONTROL & RISK MGMT 2022			
Responsibilities upon Approval:			

Loss Control & Risk Management Contract

Project Name: City of Weslaco Loss Control & Risk Management Services for the Workers Compensation Program

Project Start Date: March 02, 2022

Project End Date: March 02, 2023

Project Description: Workers Compensation Hazard Inspections & Risk Management Services

City of Weslaco will provide the following data to Montalvo Insurance Agency & *J.C.V.C.C.S. (Subcontractor)

- Workers Compensation Loss Runs for the last 3 years.
- Contact information for various department heads/administrators to conduct noted monthly/quarterly hazard surveys/inspections.
- Safety manuals used by the City of Weslaco for its employees to review for compliance.

Project Scope includes:

- Initial Hazard Risk Assessment Evaluation
- Review Past On-Site Safety Inspections (to follow up on corrective action)
- Administrative Report
- On-Site Field Safety Training (Bilingual when necessary)
- Monthly/Quarterly Hazard Surveys/On-Site Assessments
- Administrative Report on findings of Hazard Surveys/On-Site Assessments
- Program Development (Based on Past Loss History)
- Development Training on Safety Programs
- Train city department's supervisors on noted hazards. (Train the trainer program)
- Covid-19 Training
- On Site Spot Checks

Project Costs:

- \$36,000 per year (Billing: 50% deposit due after execution of signed contract then balance is due in 6 months) Cost includes 225 projected annual hours of loss control and risk management services.
- NOTE: Expenses, training materials and travel time/mileage costs are included in our proposed cost assessment.

Offer: Montalvo Insurance Agency
Offer Date: 03/02/2022 – 03/02/2023

Project Approval: _____

Approval Date: _____

* **J.C. Villafranca Consulting Claims Service, LLC (Loss Control Subcontractor)**



Standardized Agenda Request Form

Date of Meeting: February 15, 2022		Agenda Item No. (to be assigned by CSO): 2022-5163	
From:			
Subject: Discussion and consideration to exercise one (1) year extension on the current fuel purchasing agreement from RFB NO: 2020-21-12 with PICO Propane and Fuels for FY2022-2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Public Works Department.)			
Background: PICO supplies the fuel for city shop fuel tanks.			
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):			
David Arce Pete Garcia ANDREW MUNOZ		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Approval			
Attachments, if any: PICO FUEL Memo 2022, PICO EXTENSION 2022-2023, Jim Elliff - Pico Propane RFB2020-21-12 Weslaco Fuel Bid			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

Date: February 15, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: DIESEL AND UNLEADED FUEL

Cc: Andrew Muñoz, Interim City Manager
Vidal Roman, Finance Director

Public Works Staff recommends to exercise the one (1) year extension option with PICO Fuel and Propane to supply the fuel tanks at city shop for all city owned fleet to include diesel and unleaded gasoline. PICO is very responsive when we need fuel and typically delivers fuel orders within 24 hours or less. PICO submitted a letter stated they will honor the same fee that was bid on last year.

Staff recommends approval



February 1, 2022

City of Weslaco

Weslaco, Texas

Attn: David Arce

Re: Contract extension for Fuels

As requested, let this letter serve as our agreement to extend our current contract rates, terms and conditions for an additional year.

We thank you for your consideration.

Thank you,

A handwritten signature in black ink, appearing to read "Jim Elliff". The signature is stylized with a large, looping initial "J".

Jim Elliff

Pico Propane & Fuels



VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit an electronic bid via **Drop Box** link for **Unleaded and Diesel Fuel** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **April 15, 2021** so that you may receive any addendums to the specifications should the need arise.

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

Name: <u>Jim Elliff</u> (print)	Signature: <u></u>
Title: <u>Sales</u>	Company/Agency: <u>Pico Propane & Fuels</u>
Mailing Address: <u>PO Box 323</u>	City/State/Zip: <u>Weslaco, TX 78599</u>
Phone: <u>956-802-3572</u>	Fax: <u>956-519-0622</u>
Email address: <u>jelliff@picopropane.com</u>	

Bid No.: 2020-21-12

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

Unleaded & Diesel Fuel - RFB No.: 2020-21-12

Addendum No.: 1

March 31, 2021

Notice is hereby given to all prospective respondents of the following:

1. Due to Covid19 Pandemic and recommendations from Weslaco Emergency Operations Center – Safety Plan, The City is requesting all vendors to submit responses via electronic submissions. Below is a **DROP BOX** link in which carriers can upload their responses. The City prefers to receive uploaded documentation in PDF format and large files compressed into a (ZIP) zip file. Uploaded files must be named accordingly to the Vendor name and RFB number.

Here is the **DROPBOX** link: <https://www.dropbox.com/request/W2c3QShN5qrfQhXHk5CD>

Bid deadline: April 15, 2021 10:00 AM Central Time (US and Canada)

2. **Bid Opening / Zoom Meeting:**

Time: April 15, 2021 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89059518209?pwd=VFpObTVSNkpNMzMmcndOYkV2SFdrQT09>

Meeting ID: 890 5951 8209

Passcode: 401864

877 853 5247 US Toll-free

Homer Rhodes,

hrhodes@weslacotx.gov

Purchasing Agent

Acknowledged by Firm:

Pico Propane Fuels

date:

4-2-2021

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

Unleaded & Diesel Fuel - RFB No.: 2020-21-12

Addendum No.: 2

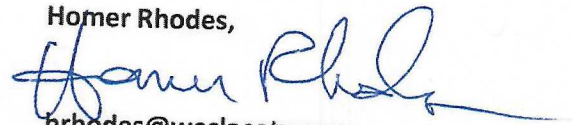
April 9, 2021

Notice is hereby given to all prospective respondents of the following:

1. Provide two invoices per month from current fuel vendor and corresponding bill of lading for 12 months. **See Exhibit B / FUEL INVOICES & BILL OF LADING**
2. When is the award date? **April 20, 2021 (Tentative)**
3. When is the first board meeting after bid opening? **April 20, 2021**
4. Will decision be made before or at the Board meeting? **Staff makes recommendation & City Commission awards during regularly scheduled meetings**
5. Is the one year renewal option based on Mutual Or Unilateral terms? **Mutual**
6. To clarify section 2 of minimum specifications, the City requires a "wet signature" vs "an electronic signature"? **Wet Signature required**
7. Can vendors offer separate pricing for emergency deliveries? **No**
8. Does the City of Weslaco receive split loads (gas and diesel on the same truck) to the City Warehouse site? **Yes**
9. Does the City of Weslaco receive tank wagon deliveries only to the City Warehouse site? **Typical load comes in a tanker trailer**
10. Can vendors bid up to 5% bio diesel fuel? **Yes**
11. Is B5 a requirement? **Yes**
12. Will all taxes that the City of Weslaco is not exempt from be line items on the invoice? **Yes**
13. What are your payment terms? (i.e. Net 30 days) **Net 10, but city typically pays Net 30**

14. Are your tanks above ground? **Yes, See Exhibit A**

Homer Rhodes,



hrhodes@weslacotx.gov

Purchasing Agent

Acknowledged by Firm:

Pico Organics Fuels date: 4-12-2021



CITY OF WESLACO
RFB NO.: 2020-21-12 UNLEADED AND DIESEL FUEL
BID FORM

The Pico Propane & Fuels (bidder), having read the instructions and specifications proposes to furnish the Service and Material for the full and firm price indicated below, in full compliance with the specifications.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. Terms of delivery to be negotiated with successful bidder.

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

Respectfully submitted this 14th day of April, 2021.

# Gallon Estimate	Over Rack Charge	Delivery Charge
4,000 U/L	<u>-0-</u>	<u>-0-</u>
2,000 Dsl	<u>-0-</u>	<u>-0-</u>

Delivery charge based on delivery of approximate gallons:

Estimated annual usage all departments	
Unleaded Fuel	115,000 Gallons
Diesel Fuel	100,000 Gallons

This Bid must be signed by an authorized representative to become valid.

Delivery Date: RFB No. 2020-21-12

Company: Pico Propane & Fuels Address: P.O. Box 323

City: Weslaco State: TX Zip Code: 78596

E-Mail: jelliff@pico propane.com

Phone Number: 956-802-3572 Fax Number: 956-565-3173

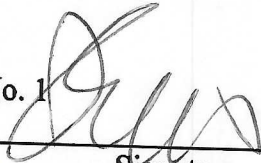
Authorized Signature: Jim Elliff Title: Sales

Please print above signature

CITY OF WESLACO
RFB NO.: 2020-21-12 UNLEADED AND DIESEL FUEL

Acknowledgement of:

Addendum No. 1

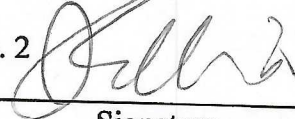


Signature

4-2-2021

Date

Addendum No. 2



Signature

4-12-2021

Date

Addendum No. 3

Signature

Date



April 13, 2021

Homer Rhodes
Purchasing Office
City of Weslaco
255 S Kansas
Weslaco, Texas 78596

Re: Unleaded & Diesel Fuel – RFB.:2020-21-12

Per City's request the following will detail our emergency fueling plan of action:

- 1) The City would have access to our dealer site- International One Stop 811 S International Blvd in Weslaco for any use/purchase of product needs in state of emergency,
- 2) Should primary option be unavailable Pico would furnish temporary tanks and pumps for cities need and use.

The primary option listed the City has already used in the past as their emergency source and we would hope has met their needs.

Thank you for your consideration of the above.

A handwritten signature in black ink, appearing to read "Jim Elliff", is written over a large, faint circular stamp.

Jim Elliff
Pico Propane & Fuels

