



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

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

Pursuant to Texas Government Code Section 551.127, on a regular, non-emergency basis, the Weslaco City Commission may attend and participate in the meeting remotely by telephonic conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral Recognition.
Recognition of the retirement of Officer Billy Pemelton from the Weslaco Police Department.
- E. Roll Call.

II. PUBLIC COMMENTS

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

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

III. CONSENT AGENDA

The following items are routine or administrative nature. The City Commission has been furnished with background and support material on each item, and/or it had been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual

consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. Possible action.

- A. Approval of the Minutes of the Regular Meeting on March 15, 2022 and Special Meetings on March 16 and 28, 2022. (Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2022-10 amending the Code of Ordinances of the City of Weslaco Chapter 82 Offenses and Miscellaneous Provisions by adding a new article and section to be entitled Article XI Section 82.252 Sex Offenders and authorize the Mayor to execute any related documents. (First reading held March 15, 2022; staffed by Police Department.) Attachment.
- C. Approval on agreement with the Weslaco Independent School District (WISD) Facility Rental Cost Sheet to allow Weslaco Police Department (WPD) to use WISD's facilities for training purposes and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- D. Approval to apply to Wal-Mart's Community Grant Program (Store #6159) for an award of \$2,000 with NO MATCH and NO RECURRING FEES to purchase promotional items that enhance community policing initiatives and authorize Mayor to execute any related documents. (Staffed by Police Department.)
- E. Approval on Externship/Practicum (MOU) Agreement between South Texas Vocational Technical Institute and City of Weslaco Fire Department to provide clinical and practical learning experience for students in the medical field programs and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment.
- F. Approval of six-month extension for the Final Plat for Milanos Estates 1 Subdivision—being a 26.43 acres being out of and forming a portion of Farm Tract 720 and 721, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast corner of Mile 5 ½ West and Mile 6 ½ Road and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.) Attachment.
- G. Approval of a six-month extension for the Final Plat for Pike District Subdivision—being 36.052 acres out of Farm Tract 163, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located at the southeast corner of West Pike Blvd. and Milanos Road and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.) Attachment.
- H. Approval on amendments and extension from April 7, 2022 to May 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.)

- I. Approval to submit a letter of intent to TxDOT General Aviation for Airport Terminal Grant and authorize the Mayor to execute any related documents. (Staffed by Airport Department.) Attachment.
- J. Approval of the Mid Valley Airport Hangar Lease Agreement with Coastal Bend Regional Advisory Council and authorize the Mayor to execute any related documents. (Staffed by Airport Department.) Attachment.
- K. Approval to authorize staff to solicit Statement of Qualifications (SOQ) for Civil Engineering Services for the Mayor Joe V Sanchez Public Library Project Alterations and Addition to the existing building and authorize the Mayor to execute any related documents. (Staffed by Engineering Department.)
- L. Approval on Resolution(s) 2022-22 through 2022-25 to update signatories on legal financial documents identified with the PNC, Navy Army Community Credit Union, Greater State Bank and Tex-Pool for the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment.
- M. Approval to hold a live auction on Saturday, April 30, 2022 utilizing auctioneer services with Valley Wide Auctioneer Services and authorize Mayor to execute any related documents. (Staffed by Finance Department.) Attachment.

IV. NEW BUSINESS

- A. Discussion and consideration to approve the Final Plat for Moonlight Subdivision– being a 4.00 acres out of Farm Tract 175, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 330’ north of Mile 10N along the Westside of F.M. 88 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- B. Discussion and consideration to approve the Final Plat for Sugarcane Estates Subdivision– being a 5.963 acre tract of Farm Tract 141, The West and Adams Tracts Subdivision, Weslaco, Hidalgo County, Texas located on Mireles Road & W. Sugarcane Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- C. Discussion and reconsideration to approve the Final Plat for Highland Manor PH 2– being a re-subdivision of 13.46 acres out of Farm Tract 238 and 239, West And Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on FM 1015 & Mile 11 North and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

- D. Discussion and consideration to approve Ordinance 2022-11 for the Voluntary Annexation of 211 S Milanos Road – being a 8.00 acre tract of land out of Farm Tract Six Hundred Thirty-One (631), West Tract Subdivision, Hidalgo County, Texas located Milanos Road and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-11. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- E. Discussion and consideration to award RFB No.: 2021-22-18 Grounds Maintenance - Re-Bid to the most advantageous bid from JC3 Lawn & Landscape of Weslaco, Texas in an amount not to exceed \$57,830 and authorize the Mayor to execute any related documents. Possible action. (Parks & Recreation Department.) Attachment.
- F. Discussion and consideration to award RFB No. 2021-22-17 for Street Materials to the most advantageous bidders: Frontera Materials, Terra Firma Materials, and Asphalt Oil Express based on Street Material-Bid Tabulation, price agreement effective for one year starting on date of award with an option for an additional year renewal and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- G. Discussion and consideration to award RFB #2021-22-15 for the pavement markings project to the most advantageous bidder, Pavement Markings Inc. based on tabulation and price agreement and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.
- H. Discussion and consideration to approve the sole source purchase of a single-stage centrifugal blower for the North Wastewater Treatment Plant and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.) Attachment.
- I. Discussion and consideration to approve solicitation of bids for installation of a replacement centrifugal air blower at the North Wastewater Treatment Plant and authorize the Mayor to sign any related documents. Possible action. (Staffed by the Engineering Department.) Attachment.

V. 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. Contract Negotiations - Discussion with the Interim City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Police Union (Weslaco Municipal Police Association) as authorized by section §551.071 of the Texas Government Code.
- C. Legal Consultation - Attorney consultation regarding tuition reimbursement as related to Article 18 - Wages and Salary, Section 5 of the Collective Bargaining Labor Agreement with Weslaco Municipal Police Union Police Officers as authorized by §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 - Annual Report by the City Attorney regarding all pending litigation as provided to the City Auditor as authorized by §551.071 of the Texas Government Code.
- G. Legal Consultation - Consultation with City Attorney relating to 380 Agreement between City of Weslaco and SDI Weslaco Holdings, LLC. as authorized by section §551.071 of the Texas Government Code.
- H. 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 Cool Air as authorized by section §551.087 of the Texas Local Government Code.

- J. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of city-owned property described as Lot 1, Block 1, Weslaco Public Services Subdivision as authorized by section §551.072 of the Texas Government Code.

VI. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VII. 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 1st day of April 2022 on or before 4:00 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:

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

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

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

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



Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2021-4936
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/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Father Pedro Hernandez from San Martin de Porres Catholic Church will lead the invocation. C. Mayor will lead the Pledge of Allegiance; Mayor Pro-Tem may lead the Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.		
Attachments, if any: Pledge & Mission updated as of MARCH 29, 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

Martin Garza, 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: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2021-4941
From:		
Subject: Approval of the Minutes of the Regular Meeting on March 15, 2022 and Special Meetings on March 16 and 28, 2022. (Staffed by City Secretary Department.) Attachment.		
Background: Record of Commission action for the Regular Commission meeting on March 15, 2022 and Special Meetings on March 16 and 28, 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/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: 220315 minutes , 220316 minutes, 220328 minutes		
Responsibilities upon Approval: Execute and retain.		



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
MARCH 15, 2022**

On Tuesday, March 15, 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: Aida Vega, Deputy City Secretary, Vidal Roman, Finance Director, Omar Rodriguez, Parks & Recreation Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Joel Rivera, Police Chief, Luz Galindo, HR Director, Rosa Badillo, Municipal Court, Albert Aldana, City Engineer, David Arce, Deputy Public Works Director, Pete Garcia, Public Works Director, George Quilantan, Inframark, Cristina Garcia, PIO 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, March 11, 2022.

B. Invocation.

Pastor David McCann, First Presbyterian Church led the invocation.

C. Pledge of Allegiance.

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

D. Mayoral Recognition.

Mayor Suarez proclaimed March 26, 2022, as “Texas Onion Fest Day throughout Weslaco, Texas”.

E. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting the absence of Mayor Pro Tem Pedraza, Commissioners Rodriguez and Farias and a quorum present.

II. PUBLIC COMMENTS

Juan Salinas, 105 N. 1st Street, Donna, Texas stated the city has been encroaching on property owned by him on Mile 5 (S. Midway Road); has been going on for a year and nine months and has tried to get this cleared up with city staff with no resolution to date. Stated the city continues to scrape the roadway piling the dirt on his property and he has spent monies to clean the property and requested the commission address his concern.

III. CONSENT AGENDA

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

A. Approval of the Minutes of the Regular Meeting on March 1, 2022, and Special Meeting(s) on March 8, 2022. (Staffed by City Secretary Department.)

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

1) Approval 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 held March 1, 2022; staffed by Planning & Code Enforcement Department.)

C. Approval for staff to solicit proposals from qualified insurance carriers for Property & Casualty and Worker's Compensation and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)

D. Approval to award Contract for Fireworks Display RFP No.: 2021-22-13 in the amount of \$30,000 to Pyro Shows of Texas, Inc. and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

E. Approval to solicit bids for street banner poles and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

F. Approval to solicit bids for manhole rehabilitation repairs and water and sewer line pipe bursting repairs and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

G. Approval to purchase a marked police unit with police emergency equipment for an amount not to exceed \$75,000 and an unmarked police unit with police equipment for an amount not to exceed \$50,000 out of the general fund budget and authorize the Mayor to execute any related documents (Staffed by Police Department.)

H. Approval to accept Walmart's Community Grant Award, Request ID 73005279, in the amount of \$5,000 with NO MATCH and NO RECURRING FEES to purchase supplies and promotional items geared toward Community Policing and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

I. Approval of Resolution 2022- 21 authorizing the acceptance of FY21 Operation Stonegarden Grant #3173407 in the amount of \$270,000 with NO MATCH and No Recurring Fees required to pay for overtime and equipment in support of OPSG goals and objectives and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

J. Approval to purchase a 2022 Police Packaged SUV with police emergency equipment and lighting in the amount not to exceed \$70,000 with a reimbursement amount not to exceed \$62,694.01 from FY21 Operation Stonegarden grant funding and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

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

C. Approval for staff to solicit proposals from qualified insurance carriers for Property & Casualty and Worker's Compensation and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)

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

In response to Commissioner Kerr, Luz Galindo, HR Director, stated the criteria, solicitation and evaluation of proposals would be done by staff, Consultant Roger Garza and Javier Leal to bring a recommendation to the commission.

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

G. Approval to purchase a marked police unit with police emergency equipment for an amount not to exceed \$75,000 and an unmarked police unit with police equipment for an amount not to exceed \$50,000 out of the general fund budget and authorize the Mayor to execute any related documents (Staffed by Police Department.)

Commissioner Rodriguez seconded by Commissioner Muñoz moved to approve.

Mayor Pro Tem Pedraza questioned the cost difference.

Joel Rivera, Chief of Police, stated the department will try and re-use emergency equipment from vehicles that are declared surplus; designs of vehicles may change and equipment not operable in units such as cages; department is equipping vehicles with light bars, audio visual, camera systems, lap tops and ticket writers that increase the cost of a vehicle; cost of the unmarked less resulting from less equipment in an unmarked vehicle. Chief noted the cost anticipates the purchase price based on the market availability and monies are budgeted.

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

Following for the record is the caption of the ordinance.

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:

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

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

CITY OF WESLACO
/s/David Suarez, MAYOR

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

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

IV. APPOINTMENTS

A. Discussion and consideration to accept the resignation of Patrick Gonzalez from the Weslaco Economic Development Corporation and approve Resolution 2022-20 to appoint a member to the unexpired term ending December 2, 2023 and authorize the Mayor to execute any related documents. Possible action. (There was no action on March 1, 2022; staffed by Weslaco Economic Development Corporation.)

Commissioner Muñoz seconded by Mayor Pro Tem Pedraza moved to table.

Mayor Suarez recommended to accept the resignation and table appointments.

Commissioner Muñoz rescinded his motion.

Commissioner Muñoz seconded by Mayor Pro Tem Pedraza moved to accept the resignation of Patrick Gonzalez from the Weslaco Economic Development Corporation and table Resolution 2022-20 appointing a member as presented. The motion carried unanimously; Mayor Suarez was present and voting.

V. OLD BUSINESS

A. Discussion and consideration to amend Employee Personnel Policy recommendations for the following: Employee Conduct, Direct Leave Donation, requirements for Employment, Vacation Leave, and authorize the Mayor to execute any related documents. Possible action. (There was no action on February 1, 2022; staffed by Human Resource Department.)

Luz Galindo stated the changes to the personnel policy were discussed previously but no action taken to allow the commission time to review and comment; went over those sections regarding Employee Conduct, Direct Leave Donation, requirements for Employment and Vacation Leave noting there were no revisions from what was presented originally. Staff recommended approval.

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve amendments to the Employee Personnel Policy for Employee Conduct, Direct Leave Donation, requirements for Employment, Vacation Leave as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration on a joint workshop between Weslaco Economic Development Corporation and the City on Tuesday, April 26, 2022, and authorize the Mayor to execute any related documents. Possible action. (There was no action on March 1, 2022; staffed by Interim City Manager.)

Andrew Muñoz, Interim City Manager, stated the commission directed staff to seek an alternate date suggesting an off-Tuesday. Staff recommended April 26, 2022, an off-Tuesday, for a joint workshop with Weslaco Economic Development Corporation stating that the workshop would be two hours and topics would include the goals and objectives of the EDC as well as future projects.

Commissioner Kerr seconded by Commissioner Muñoz moved to approve Tuesday, April 26, 2022, for a joint workshop with Weslaco Economic Development Corporation as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. NEW BUSINESS

A. Discussion and review of a proposed ordinance consolidating all general provisions regarding standards of appointed boards, committees and ad hoc committees and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)

Commissioner Kerr seconded by Commissioner Lopez moved to discuss.

Andrew Muñoz stated the objective with the ordinance was to set provisions for all appointed boards and ad hoc committees to address attendance policy, removal of a member and implement a sunset provision; review annually all boards/committees and bring to the commission any necessary changes to include cessation of the committee and stated this was a no action item to allow commission review and comments.

In response to Commissioner Rodriguez, Andrew Munoz stated there are boards that are considered active but no activity such as the Downtown Historic Commission. Staff would

evaluate the committee and make a recommendation for continuation or discontinuation of the board/committee. This will assist in closure of committees/boards that have fulfilled the objective created and/or may no longer be active for other reasons.

Mayor Suarez suggested those boards that have been inactive for over year be considered concluded and when needed the commission can reconsider them also, recommended language in the ordinance be clear that lack of attendance is cause for removal without further action from the commission.

No action.

B. Discussion and review of the amended Airport Rules and Regulations and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)

Commissioner Rodriguez seconded by Commissioner Lopez moved to discuss.

Andrew Munoz stated the amendments was for their review and comments; two changes noted were done for security purposes to meet TSA requirements for the airport and changes to the airport contractual agreements because of litigation. The City Attorney and Airport Advisory Board have reviewed and will be approved at the next regular Airport Advisory Board meeting.

No action.

C. Discussion and consideration to amend the On-Call Pay Policy in adherence to FLSA overtime provisions and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

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

Luz Galindo requested discussion and review for the on-call pay policy regarding overtime and how those wages are paid. Staff submitted a summary of the changes for their review.

In response to Mayor Suarez, Andrew Munoz stated an audit conducted had the city to pay back wages for the last two years because FLSA standards for on-call pay are paid at time and half and the city policy wages were paid at straight-time and would apply only for non-civil service employees. Luz Galindo stated a summary of the changes was prepared outlining the procedures on how after-hour service (on-call) will be paid. Mayor Suarez stated he needed time to review. Andrew Munoz stated the item was for review only and would bring back to the commission for approval.

No action.

D. Discussion and consideration on Ordinance 2022-10 amending the Code of Ordinances of the City of Weslaco Chapter 82 Offenses and Miscellaneous Provisions by adding a new article and section to be entitled Article XI Section 82.252 Sex Offenders and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-10. Possible action. (Staffed by Police Department.)

Joel Rivera, Chief of Police, stated the proposed ordinance serves the city's interest to protect children against sex offenders; gives authority to regulate sex offenders by registering, doing home visits, create a data base for tracking and monitoring and impose penalties. The ordinance also outlines authority the city can have for those sex offenders when they come off-probation, defines child safety area and enforcement. Staff recommended approval.

Commissioner Kerr seconded by Commissioner Muñoz moved to approve Ordinance 2022-10 amending the Code of Ordinances of the City of Weslaco Chapter 82 Offenses and Miscellaneous Provisions by adding a new article and section to be entitled Article XI Section 82.252 Sex Offenders as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to approve a Memorandum of Understanding (MOU) between the United States Department of Veterans Affairs (VA) Texas Valley Coastal Bend Healthcare System (VATVCBHCS) and Weslaco Police Department (WPD) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Joel Rivera stated this was a mutual aid memorandum of understanding that establishes a general working relationship with agencies such as the Veterans Affairs to administer services to veterans in need such as welfare checks and recommended approval.

Commissioner Muñoz seconded by Commissioner Lopez moved to approve a Memorandum of Understanding (MOU) between the United States Department of Veterans Affairs (VA) Texas Valley Coastal Bend Healthcare System (VATVCBHCS) and Weslaco Police Department (WPD) as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to award the most advantages RFP No.: 2021-22-09 to a Collection Services for the municipal court delinquent accounts and authorize the Mayor to execute any related documents. Possible action. (Staffed by Municipal Court).

Commissioner Farias seconded by Commissioner Lopez moved to approve.

Rosa Huerta, Court Coordinator, stated previous commission authorized solicitation of proposals for municipal court delinquent accounts; four proposals were received, reviewed, and evaluated by the review committee and presented an Evaluation Summary for consideration.

Commissioner Kerr questioned if commission action had selected the review committee. Andrew Munoz stated unless the statement of qualifications being solicited are for construction projects, staff is the evaluation committee for smaller procurement services.

Mayor Suarez voiced concern on the solicitation if it should have been SOQ (Statement of Qualifications) based on the criteria presented it also ranked on qualifications. The City Attorney stated staff solicited proposals that is different from an SOQ but the specifications request qualifications and a proposal would not seek qualifications. The City Attorney recommended to table and authorize him to prepare an opinion as to what qualifies as professional services and if the action should be to solicit as SOQ and not proposals. Commissioner Kerr stated for professional services it should be evaluated and ranked by the commission.

Commissioner Farias seconded by Commissioner Lopez moved to award American Financial Bureau.

Mayor Suarez called for discussion.

Commissioner Kerr reiterated professional services should be evaluated by the commission and agreed with the concern of the Mayor if this should have been for Statement of Qualifications and not proposals. Mayor Suarez stated he was not ready to vote without the opinion of the City Attorney to ensure it was properly done and avoid challenges to the action taken by the commission.

The City Attorney recommended to table as issues may arise in the event it should have been Statement of Qualifications.

No vote on the motion was entertained.

Mayor Pro Tem Pedraza seconded by Commissioner Muñoz moved to table and authorize the City Attorney to author an opinion.

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

G. Discussion and consideration to approve the request on behalf of the Tierra Santa Property Owners Association, Inc to rededicate a portion of Tierra Santa St as public right-of-way and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Commissioner Kerr abstained from discussion and vote.

Juan Pequeno Jr introduced himself as the representee for the property owners of Tierra Santa, and also in attendance was Raymond Givilance, President of the Homeowners Association for Tierra Santa, and Zeke Reyna developer. Mr. Pequeno stated an event center being developed in Tierra Santa will require relocation of gates located on private roadways and went over the locations; proceeded with presentation on the request for the city to take over a portion of Tierra Santa Street and Club de Amistad Street as a public right-of-way stating this will allow more public access to the event center; the right-of-way being rededicated will extend from the current entrance to the clubhouse; noted the vegetation and islands currently along Tierra Santa Street will remain the responsibility of the homeowners association. Mr. Pequeno further stated Tierra Santa was seeking a section of Border be abandoned by the city and be made a private road to be maintained by Tierra Santa.

Rebekah de la Fuente, Planning and Code Enforcement Director, stated no action for abandonment of any roadway on Border Avenue could be considered at this time.

In response to Mayor Suarez, Rebekah stated by Ordinance signatures from the property owners on the east side of the street is required and has not been done. Mr. Pequeno confirmed that and will be bringing this to the commission at a future date. In response to Commissioner Farias, Mr.

Pequeno stated the request to rededicate roadway sections was for Tierra Santa Street and Club de Amistad and any portion of the roadway dedicated to the City would be reputable condition.

Commissioner Muñoz seconded by Commissioner Lopez moved to approve and rededicate a portion of Tierra Santa Street and Club de Amistad Street as public right-of-way as presented. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and voting.

H. Discussion and consideration to purchase a John Deere 35G compact excavator from buyboard vendor Tellus Equipment Solutions for an amount not to exceed \$52,000 from Water Fund budget and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from discussion and vote.

David Arce, Deputy Public Works Director, stated three cooperative purchasing quotes were received for a compact excavator for the water distribution division. Staff recommended to purchase from Buyboard vendor Tellus Equipment Solutions in the amount not to exceed \$52,000 stating equipment is available and budgeted.

Commissioner Kerr seconded by Mayor Pro Tem Pedraza moved to approve purchase a John Deere 35G compact excavator from buyboard vendor Tellus Equipment Solutions for an amount not to exceed \$52,000 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

VII. REPORTS

A. Presentation of the 2020 Racial Profiling Report submitted by the Weslaco Police Department to the State of Texas. (Staffed by Police Department.)

Chief Rivera presented the 2020 Racial Profiling Report that included the law on racial profiling; demographics; departmental policy and stated the Racial Profiling Report was submitted to the State of Texas as required and no further action was necessary.

B. Report on solid waste collection. (Staffed by Public Works Department.)

David Arce introduced Cesar Gutierrez, Solid Waste Superintendent and Richard Madrigal, Administrator. Richard Madrigal went over the route ware system that shows actual commercial and residential pickups meeting benchmark of collections at almost a 100%, shows if no pickup done and why and software assists in tracking containers; ended with a slide presentation of overages in containers and burning of brush on-going.

VIII. EXECUTIVE SESSION

At 6:40 p.m. Commissioner Kerr seconded by Commissioner Lopez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:05 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

A. Personnel - Discussion regarding the goals, objectives, and evaluation of the 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. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.

No action.

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

No action.

E. Legal Consultation - Consultation with City Attorney 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.

F. 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.

Commissioner Farias seconded by Commissioner Muñoz moved to authorize the City Attorney proceed with negotiations as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

G. 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.

No action.

H. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of city-owned real property described as Lot 1, Block 1, Weslaco Public Services Subdivision as authorized by section §551.072 of the Texas Government Code.

No action.

X. ADJOURNMENT

Commissioner Farias seconded by Commissioner Muñoz moved to adjourn the meeting of March 15, 2022, at 7:06 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



**A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MARCH 16, 2022**

On Wednesday, March 16, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Special Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

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

ABSENT:	Commissioner	Leo Muñoz
	Interim City Manager	Andrew Munoz
	City Secretary	Norma A. Cantu
	City Attorney	Juan E. Gonzalez

Also present: Aida Vega, Deputy City Secretary, Cristina M. Garcia, Public Information Officer Luz Galindo, Human Resources Director, Martin Vela, IT Director and Joel Rivera, Chief of Police.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, March 11, 2022.

Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

Roll Call

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

II. PUBLIC COMMENTS

None.

III. EXECUTIVE SESSION

Commissioner Kerr in attendance.

At 5:34 p.m. Mayor Pro Tem Pedraza seconded by Commissioner Rodriguez, moved the special meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:37 p.m. Mayor Suarez announced the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IV. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

A. Personnel - Interviews of finalists and possible selection for the position of City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.

No action.

V. ADJOURNMENT

Commissioner Farias seconded by Commissioner Lopez moved to adjourn at 7:37 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY



**A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
MONDAY, MARCH 28, 2022**

On Monday, March 28, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Special Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

PRESENT:	Mayor	David Suarez
	Mayor Pro-Tem	Josh Pedraza
	Commissioner	Leo Muñoz
	Commissioner	Jose “J.P.” Rodriguez
	Commissioner	Letty Lopez
	Commissioner	Adrian Farias

ABSENT:	Commissioner	Greg Kerr
	Asst. City Manager	Andrew Munoz
	City Secretary	Norma A. Cantu
	City Attorney	Juan E. Gonzalez

Also present: Aida Vega, Deputy City Secretary, Cristina M. Garcia, Public Information Officer Luz Galindo, Human Resources Director, David Arce, Deputy Public Works Director and Joel Rivera, Chief of Police.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, March 25, 2022.

Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

Roll Call

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

II. PUBLIC COMMENTS

None.

III. EXECUTIVE SESSION

At 5:33 p.m. Mayor Pro Tem Pedraza seconded by Commissioner Muñoz moved the special meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 6:12 p.m. Mayor Suarez announced the City Commission had completed its executive session and reconvened the regular meeting as open to the public.

IV. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

A Personnel – Discussion regarding the appointment of an Interim City Manager for the position for the City of Weslaco as authorized by Section 551.071 of the Texas Government Code.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to authorize the Mayor to negotiate a contract with Martin Garza for Interim City Manager. The motion carried unanimously; Mayor Suarez was present and voting.

V. ADJOURNMENT

Commissioner Rodriguez seconded by Commissioner Muñoz moved to adjourn at 6:14 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: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5293
From:		
Subject: Ordinance 2022-10 amending the Code of Ordinances of the City of Weslaco Chapter 82 Offenses and Miscellaneous Provisions by adding a new article and section to be entitled Article XI Section 82.252 Sex Offenders and authorize the Mayor to execute any related documents. (First reading held March 15, 2022; staffed by Police Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Ordinance - First Reading Mayor's Signature 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):		
ADELAIDA VEGA ROBERT LOPEZ Joel Rivera ANDREW MUNOZ		Created/Initiated New
City Manager Comments: Approve.		
Staff Recommendation: Weslaco Police Department		
Attachments, if any: O2022-10 Sex Offender		
Responsibilities upon Approval:		

ORDINANCE NO. 2022-10

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WESLACO AT CHAPTER 82 ("OFFENSES AND MISCELLANEOUS PROVISIONS") BY ADDING A NEW ARTICLE AND SECTION TO BE ENTITLED ARTICLE XI; ("SEX OFFENDERS"), SECTIONS 82-252 THROUGH 82-261 ESTABLISHING DEFINITIONS; PROHIBITING CHILD SEX OFFENDERS FROM ENTERING OR LOITERING IN CHILD SAFETY AREAS; HALLOWEEN RESTRICTIONS; PROVIDING FOR CRIMINAL PENALTIES; AND ORDAINING OTHER MATTERS INCIDENTAL THERETO, INCLUDING TO PROVIDE FOR ENFORCEMENT OF THE ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY, AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco finds and determines that this article serves the City's compelling interest to protect children against sex offenders by prohibiting child sex offenders from residing in areas near locations where children regularly congregate, and from entering areas where children regularly congregate as defined as a child safety area; and,

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

SECTION I: That from and after the effective date of this Ordinance, Chapter 82 ("Offenses and Miscellaneous Provisions") of the Code of Ordinances of the City of Weslaco shall be amended by adding a new Article, to be entitled Article III ("Sex Offenders") under which shall be a new Section, which shall be entitled Sections 82-252 thru 82-261, and the Code of Ordinances of the City of Weslaco, Texas is hereby amended to read as follows:

Sec. 82-252. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning, and terms not defined here shall be construed as in ordinary and common usage:

Child safety area shall mean all improved and unimproved areas of a lot or tract of land that is used as a private or public elementary or secondary school, public or private school bus stop or school bus shelter, licensed day-care center, or facility, private or public playground, private or public youth center, public swimming pool, video arcade facility, amusement park, carnival, public park when the use is intended primarily for children or public library.

Child sex offender shall mean any person with a reportable conviction or adjudication for any of the following offenses:

- (1) Continuous sexual abuse of a young child or children (V.T.C.A., Penal Code § 21.02);
- (2) Indecency with a child (V.T.C.A., Penal Code § 21.11);
- (3) Sexual assault of a child (V.T.C.A., Penal Code § 22.011);

- (4) Aggravated sexual assault of a child (V.T.C.A., Penal Code § 22.021);
- (5) Online solicitation of a minor (V.T.C.A., Penal Code § 33.021);
- (6) Sexual performance by a child, (V.T.C.A., Penal Code § 43.25);
- (7) Possession or promotion of child pornography (V.T.C.A., Penal Code § 43.26);
- (8) A violation of the laws of another state, federal law, laws of a foreign country, or the Uniform Code of Military Justice, if the violation contained elements substantially similar to the elements of the violations described (1) through (7) of this paragraph.

Day-care center or facility shall mean a facility licensed by the State of Texas, which provides care, training, education, custody, treatment, or supervision of children for less than 24 hours a day.

Loiter shall mean being present in, standing or sitting idly, whether or not in a motor vehicle, in and around an area where one has no particular or legal purpose.

Minor shall mean any person **under** 18 years of age.

Permanent residence shall mean a place where the person abides, lodges, or resides for 14 or more consecutive days.

Person in authority shall mean the owner, a person authorized by the owner, or a person or business with apparent authority to act for the owner, including but not limited to, a manager or a property management business.

Public Park shall mean any land, including improvements to the land, designated for the use of the general public or any athletic field that is owned, leased, operated, managed, or maintained by the city or school district, including, but not limited to, swimming pools, soccer fields, baseball fields, softball fields, basketball courts, water parks, conservation areas, jogging trails, and hiking trails.

Where children commonly gather or child safety area shall, for purposes of this article, be a city park, private or public school, childcare facility or daycare center, amusement park, video arcade, church, or zoo.

Reportable conviction or adjudication shall have the meaning assigned by V.T.C.A., Texas Code of Criminal Procedure § 62.001(5).

Temporary residence shall mean a place where a person abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent residence, or a place where a person abides, resides, or lodges for a period of four or more consecutive or non-consecutive days in any month and which is not the person's permanent residence.

In this article, "**playground**," "**premises**," "**school**," "**video arcade facility**," and "**youth center**" shall have the meanings assigned by V.T.C.A., Health and Safety Code § 481.134.

Sec. 82-253. Offenses.

- (a) For each person required to register on the Texas Department of Public Safety's Sex Offender Database (the "database") because they are a "habitual offender" or a "child sex offender," **it is unlawful for that person to either:**

- (1) Establish a **permanent residence** or a **transitory** or **temporary residence within 1,000 feet** of any premise where children commonly gather; or
 - (2) Knowingly **loiter within 300 feet** of a public or private school, school bus stop or school bus shelter, day care center or facility, public park, video arcade facility, youth center or any premise where children commonly gather.
- (b) It is unlawful under this section to let or rent any place, structure or part thereof, manufactured home, trailer, or other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any individual prohibited from establishing such permanent residence or temporary residence pursuant to the terms of this chapter, if such place, structure or part thereof, manufactured home, trailer, or other conveyance is located **within 1,000 feet** of any premises where children commonly gather, as defined by this article.
- (1) It shall be an affirmative defense to an offense committed under section if the lessor or landlord letting or renting said temporary or permanent residence researched the background of the prospective tenant in good faith by looking up the tenant's profile on the Texas Department of Public Safety Sex Offender Registry website and said website did not list the prospective tenant as a sex offender despite the prospective tenant's actual status as the same.
- (c) It is unlawful for any treatment, support or supervision groups, education classes, or similar gatherings of or for registered sex offenders to take place within **1,000 feet** of any premises where children commonly gather, as defined by this article.

Sec. 82-254. Evidentiary matters.

- (a) It shall be prima facie evidence that this section applies to such a person if that person's record appears on the database and the database indicates that the person is required to verify every ninety days in accordance with V.T.C.A., Criminal Procedure Code § 62.058. For purposes of this article, that person is classified as a "habitual offender."
- (b) It shall be prima facie evidence that this section applies to such a person if that person's record appears on "the database" and "the database" indicates that the person is subject to registration for an offense involving a minor. For purposes of this article, that person is classified as a "child sex offender."

Sec. 82-255. Measuring distance.

- (a) In situations involving temporary or permanent residences, or the gathering of treatment, support or supervision groups, education classes, or similar assemblages of or for registered sex offenders, the minimum distance shall be measured by following a straight line from the outer property line of the permanent or temporary residence or gathering to the nearest property line of the premises where children commonly gather, as described above, or, in the case of multiple residences on one property, measuring from the nearest property line of the premises to the nearest property line of the premises where children commonly gather, as described above in section 82-253.
- (b) In situations involving loitering, the minimum distance shall be measured by **following a 300-foot straight line** from the location of the registered sex offender to:

- (1) In the case of premises where children commonly gather, the nearest property line of the premises; or
- (2) In the case of bus stops or shelters, to a point on a ten-foot radius around the bus stop or shelter.

Sec. 82-256. Applicability.

This article shall not apply to:

- (1) Tenancies or other occupancies which commenced prior to the effective date of the ordinance from which this article is derived.
- (2) Renewals of tenancies or other occupancies which commenced prior to the effective date of the ordinance from which this article is derived.
- (3) Offenders who currently are adults but who were minors, and were not convicted as adults, when he or she committed the offense requiring registration pursuant to all of the sex offender registration laws of the state.
- (4) Offenders who currently are minors.
- (5) Offenders who were required to register on the database and have complied with all of the sex offender registration laws of the state but established the permanent or temporary residence prior to the date of the adoption of this article.
- (6) The premises where children commonly gather, as specified herein, **within 1,000 feet** of the permanent or temporary residence of the individual required to register on the database was opened after the individual established the permanent or temporary residence and complied with all sex offender registration laws of the state; or
- (7) The information on the database is incorrect, and, if corrected, this section would not apply to the person who was erroneously listed on the database.

Sec. 82-257. Sex offender entry and loitering restriction.

- (a) It is an offense for a child sex offender to intentionally or knowingly enter a child safety area.
- (b) It is an offense for a child sex offender to intentionally or knowingly loiter within 300 feet of a child safety area.
- (c) For purposes of subsection (b), measurement is made in a straight line, without regard to intervening structures or objects, between the location and the nearest property line of the child safety area.
- (d) It is an affirmative defense to prosecution under this section if at the time a person prohibited from entering a child safety area is the parent or legal guardian of a child 18 years of age or younger who resides with the person and the child was on the premises of the child safety area.
- (e) A child sex offender who has a right to be present at an official meeting is exempted from this section and may approach and enter the child safety area for such time as is necessary to attend the official meeting. This exemption shall only apply to those areas of the child safety

or where children commonly gather area that are necessary for attendance at the official meeting, and any child sex offender found outside such areas shall be in violation of this article.

- (f) When a polling place for an election is located within a child safety area or where children commonly gather area, a child sex offender is exempted from this section and may approach and enter the child safety area for the limited purpose of voting if the child sex offender qualifies to vote at such place. This exemption shall only apply to those areas of the child safety area that are necessary for voting, and any child sex offender found outside such areas shall be in violation of this article.

Sec. 82-258. Sex offender Halloween restrictions.

- (a) A child sex offender **shall** on October 30th and 31st of each year or any other date set by the city for trick-or-treaters:
 - (1) Remain at their residence of registry between the hours of 4:00 p.m. and 11:59 p.m.
 - (2) Leave all exterior lights off; and,
 - (3) Refrain from inviting trick-or-treaters to solicit the premises at their residence of registry.
- (b) It is an offense for a child sex offender to fail to abide by any of the restrictions under this section.
- (c) It is an affirmative defense to prosecution under this section that the child sex offender was required to report and did report to a specified location on October 30 and 31 or any other date set by the city for trick-or-treaters as a condition of their probation or parole.
- (d) A culpable mental state is not required for the commission of an offense under this section and need not be alleged or proved.

Sec. 82-259. Penalties.

Any person who violates any provision of this article shall be guilty of a **Class C misdemeanor** and upon conviction, adjudication, or deferred disposition thereof shall be fined in an amount not to exceed \$500.00 for each and every offense. Each and every violation or day that such violation shall continue or exist shall be deemed a separate offense. The penal provisions imposed under this section shall not preclude the city from filing suit to enjoin a violation of this section. The city shall retain all legal rights and remedies available to it pursuant to local, state, and federal law.

Sec. 82-260. Enforcement.

The police department of the City of Weslaco is hereby authorized to issue citations and/or arrest any person(s) who violates any provision of this article.

Sec. 82-261. Savings clause.

If any section, part, or provision of this article is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention

of the city commission in passing this article that its parts shall be severable and all other parts of this article shall not be affected thereby, and they shall remain in full force and effect.

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

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of April 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: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5327
From:		
Subject: Approval on agreement with the Weslaco Independent School District (WISD) Facility Rental Cost Sheet to allow Weslaco Police Department (WPD) to use WISD's facilities for training purposes and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: The request for the use of WISD's facilities for training purposes.		
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):		
ROXANNE SAAVEDRA ROBERT LOPEZ ANDREW MUNOZ		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Weslaco PD approves		
Attachments, if any: WISD_facilities_Usage_Guidelines 03.24.2022		
Responsibilities upon Approval: The WISD Facility Rental Cost Sheet agreement will require the City Mayor to sign the sheet upon approval. And Weslaco Police Department must provide proof of insurance: Commercial General Liability Insurance Coverage: Minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Additional insurance is in favor of the Weslaco ISD.		



Weslaco Independent School District

Facility Rental Cost Sheet

Name of Organization/Group: Weslaco PD	
Contact Person: Sgt. Brooks Ditto	
Address: 901 N. Airport Dr. Weslaco, Texas 78596	Phone: 956-968-8591
Date of Request: As needed and Availability	Date of Facility Use: As needed and Availability
From: 8:00 AM To: 5:00 PM	Total Hours:
Facility Needed: Roosevelt Campus	
Purpose: Police Training	
The request for the use of the district facilities is governed by the Weslaco Independent School District Board Policy GKD (LOCAL): 1. Non-school use of designated District Facilities ties are for educational, recreational, civic, or social activities when these activities do not conflict with school use or with policy. 2. Approval shall not be granted for any purpose that would damage school property or to any group that has damaged District property. 3. Request for non-school use of District facilities shall be considered on a first-come, first-served basis. 4. Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. The District shall have authority to cancel a scheduled non-school use if an unexpected conflict arises with a District activity. 5. The District reserves the right to deny any person, entity, or group usage of any District facility under this policy to the extent that the person, entity, or group is in conflict or competition with the District. 6. Any organization or individual approved for a non-school use of District Facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the District is not liable for any personal injury or damages to personal property related to the non-school use. 7. Persons or groups using school facilities shall: a) Conduct business in an orderly manner. b) Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products on school property. [See GKA] c) Make no alteration, temporary or permanent, to school property without prior written consent from Superintendent. 8. Damage to or misuse of the facilities and equipment of the District will be paid in full by the organization that submitted the application for the use of the facility. Applicant must provide proof of insurance. Weslaco ISD accepts the insurance industry's standard ACCORD form as valid proof of coverage. a) Commercial General Liability Insurance Coverage: The minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Additional insurance in favor of the Weslaco ISD.	

Cost Estimate of Facility Use
(Prices Determined Using the Weslaco ISD Rental Fee Schedule)

**Fees must be paid in full one week prior to event*

	WISD Services Required	Number of Staff	Number of Hours	Cost per Hour	Total Cost
1	Facility Cost				
2	Custodians	0			
3	Security	0			
4	Technicians	0			
5	Miscellaneous	0			
6	Kitchen Staff	0			
7	Other	0			
<i>*The above to be filled out by WISD</i> Total Cost for Facility Rental					

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

I have read the above policies and agree to abide by the articles set forth therein. Further, I understand that the organization which I represent will be responsible for any damages to the facility or equipment resulting from such use.

Signature: _____

Date Signed: _____

Confirmed by: _____

Date Confirmed: _____

Please Make Check Payable To:

WESLACO INDEPENDENT SCHOOL DISTRICT
 BUSINESS OFFICE DEPARTMENT
 P.O. BOX 266
 WESLACO, TEXAS 78596

 Person In Charge of Organization /Date

 District Administrator/Coordinator / Date

 Principal/Director /Date

 Risk Management/Insurance /Date

 Site Authority Person /Date

 Assistant Superintendent /Date
 for Administration & Support Services

Notes: WPD also provides training for our SROs and security guards.



Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5285	
From:			
Subject: Approval to apply to Wal-Mart's Community Grant Program (Store #6159) for an award of \$2,000 with NO MATCH and NO RECURRING FEES to purchase promotional items that enhance community policing initiatives and authorize Mayor to execute any related documents. (Staffed by Police Department.)			
Background: Wal-Mart provides the police department with grant funding to support community-based initiatives.			
Funding Source (budget code, if applicable): Wal-Mart Community Grant			
Amount: \$2,000		Term of Impact: 12	Identified in Current Budget: No
Additional Action Prompted:			
If item previously considered, provide date and action by Commission: Commission has approval Wal-Mart Community grants in the past.			
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 Joel Rivera ANDREW MUNOZ		Created/Initiated Pending	
City Manager Comments: Approve.			
Staff Recommendation: Recommend Approval			
Attachments, if any:			
Responsibilities upon Approval: Police department will handle grant management.			



Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5284	
From:			
Subject: Approval on Externship/Practicum (MOU) Agreement between South Texas Vocational Technical Institute and City of Weslaco Fire Department to provide clinical and practical learning experience for students in the medical field programs and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
LAURA LUERA ANTONIO LOPEZ ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approval.			
Attachments, if any: MOU Externship Practicum Agreement STVT & WFD			
Responsibilities upon Approval: Execute and retain.			

EXTERNSHIP/PRACTICUM AGREEMENT
Between
South Texas Vocational Technical Institute – Weslaco (the “School”)
and
The City of Weslaco Fire Department (the “Site”)

1. PURPOSE

This Agreement between the parties above is made as of the 5th day of April 2022, for the purpose of jointly providing a practical learning experience for students in the School's Medical Assisting, Dental Assisting, and Medical administrative Assisting Technologies programs (the "Program").

2. THE SCHOOL'S RESPONSIBILITIES

The School understands and agrees to be responsible for the following:

- A. To provide any necessary classroom instruction to students prior to beginning their work at the externship site.
- B. To coordinate with the Site's designated representative in scheduling students for the externship.
- C. To designate a(n) Externship/Practicum Coordinator from the School to serve as a liaison with the Site.
- D. To provide learning objectives, evaluation guidelines, policies and procedures to the site supervisor.

3. THE SITE'S RESPONSIBILITIES

The Site agrees to be responsible for the following:

- A. To provide the students with experience in the field in areas that align with the skill set students acquire in the School's Program.
- B. To provide all equipment and supplies required to adequately perform all functions required to complete the externship.
- C. To provide the School with evaluation reports regarding each student's performance during the externship.
- D. To verify the hours worked by the students.
- E. To ensure the students are adequately supervised during the externship experience.

4. GENERAL PROVISIONS

- A. The parties understand and agree that the Site may request the withdrawal of a student provided the School is furnished with prompt written documentation of circumstances that necessitated such withdrawal.

Initials: School 
Initials: Site _____

- B. The parties understand and agree that this agreement is in effect until 5th of April, 2023 and may be terminated earlier by either party with 30 days' prior written notice to the other party; provided, however, that any of the School's students who remain in their scheduled externship experience at the Site at the effective date of any termination or expiration of this Agreement shall be allowed to complete that experience at the Site.
- C. The parties understand and agree that no student shall be considered an employee, or an employee substitute, of the Site and that neither the School nor the Site shall be responsible for workers' compensation insurance. Students may shadow employees of the Site or do independent projects, but with adequate supervision by employees of the Site.
- D. The parties understand that the School provides accident insurance coverage for its students. The parties understand and agree that the responsibility of the School for accident coverage for its students shall be limited to and controlled by the terms of the School's applicable insurance policy then in effect.
- E. This Agreement may be amended or revised only by mutual written agreement of the parties hereto.

5. HIPAA COMPLIANCE

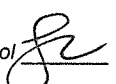
The School acknowledges that its students may be exposed to protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder) during the course of their learning activities at the Site. The School agrees to inform its students that protected health information is confidential and that students may not access, use or disclose protected health information during the course of their learning activities except under the direction of authorized employees or agents of the Site. The School also agrees to inform its students that under no circumstances may any protected health information, or any other patient or otherwise confidential information of the Site, be removed in any form (including, without limitation, (a) in paper or tangible copies, (b) in any electronic form stored on any electronic media or (c) e-mailed or conveyed by any electronic means), from the Site.

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State/Commonwealth of Texas.

7. INSURANCE AND INDEMNIFICATION

The School shall furnish the Site its current Certificate of Insurance which verifies professional and general liability coverage with a \$1,000,000 aggregate limit and shall maintain said coverage throughout the term of the Agreement. The Site

Initials: School 
Initials: Site _____

shall be named as an additional insured by providing written notice to the School within 30 days of execution of this agreement, and the site shall be given 30 days advance notice of coverage cancellation. The School shall indemnify and hold the Site, its officers, directors, employees, agents, and its members, parents, subsidiaries, corporate affiliated, and their officers, directors , employees, and agents (each an "Indemnified Party") harmless against any and all claims , injuries, losses, damages, costs and expenses (including attorneys' fees), demands, or judgements asserted against or incurred by any Indemnified Party arising out of (a) a breach of the Agreement by the school or (b) any grossly negligent, reckless, willful or criminal act or failure to act of the Schools, its agents, representatives, or employees in performing this Agreement.

Site shall carry, at its own expenses, with insurers who are reliable and who have received a financial rating from AM BEST of A-VII or better and are authorized to do business in the state or states or jurisdiction in which work or services are to be performed by Vendor, insurance coverages of the types and with limits required by Customer but in no events less than those set forth below:

- (a) Comprehensive General Liability Insurance including contractual liability coverage and products and completed operations coverage with limits of no less than \$1,000,000.00 per occurrence of bodily injury, death or property damage combined, and \$2,000,000.00 general aggregate
- (b) Errors and Omissions insurance covering the services outlined in the Agreement and any Statement of Work executed in connection herewith, with limits not less than \$5,000,000 per claim

8. NOTICES

Notice by either party will be made only in writing by certified mail, return receipt requested, or by e-mail addressed to the other party as follows:

If to the Site:

City of Weslaco Fire Department
255 S. Kansas Ave.
Weslaco, Texas 78596

Attn: _____

If to the School:

1600 N. Westgate, Suite 400
Weslaco, Texas 78599

Initials: School 

Initials: Site _____

Attn:

Director of Education or Director of Career Services

Changes to the notice addresses may be accomplished by notice in accordance with this paragraph.

9. FORCE MAJEURE

A party shall not be deemed to have breached this Agreement if its delay or failure to perform all or any part of its obligations hereunder results from a condition beyond its reasonable control, including without limitation, acts of God or the public enemy, fire, earthquake, flood, storm, strike or other labor unrest, power of communication line failure, delay or failure of transportation or supplies, or statute, or rule or action of any federal, state or local government or agency.

10. NON-DISCRIMINATION

In the performance of this Agreement, there shall be no discrimination against any person with regard to age, sex, race, color, religious creed, ancestry, national origin, handicap, or disability. Both parties hereto agree to comply with the requirements of Title VI of the Civil Rights Act of 1964 and the requirements of the equivalent state law.

THE SITE AND THE SCHOOL have executed this Agreement as of the date first written above.

By:

Printed Name:

Title:



By:

Printed Name: Jennie Rios

Director of Education

Initials: School 

Initials: Site _____



Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5290	
From:			
Subject: Approval of six-month extension for the Final Plat for Milanos Estates 1 Subdivision—being a 26.43 acres being out of and forming a portion of Farm Tract 720 and 721, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast corner of Mile 5 ½ West and Mile 6 ½ Road and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed eighty-two (82) lot subdivision is outside the City of Weslaco. Final Plat approval is set to expire on March 15, 2022. This is the second 6-month extension for the development.			
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 was approved by City Commission on September 15, 2020 and a six month extension was granted on September 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 extension request at their regular meeting of March 9, 2022.			
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Milainos Estates PH I - Memo, Milanos Estates P1 Plat approval extension request, Milanos Estates Phase I- 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

Martin Garza, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Milanos Estates Six-Month Extension

DATE: March 30, 2022

The proposed subdivision was previously approved by the City Commission on September 15, 2020, 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 is currently working on completion of the waterline and will began the sanitary sewer line extension after that. The project was a hold for a few months while try to obtain easements from surrounding property owners in order to extend utility services.

Thank you,

Rebekah de la Fuente, CFM

GarVic Properties, L.P.

Mailing: PO Box 1000, Mission, TX 78573

Physical: 5121 W. State Highway 107, Edinburg, TX 78539

(956) 383-3222

FAX (956) 383-3623

February 15, 2022

Rebekah de la Fuente, CFM
Planning & Code Enforcement Director
City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596

Re: Milanos Estates Phase 1

Dear Ms. De la Fuente,

GarVic Properties, L.P. respectfully requests a 12-month extension, or a length the city allows if it's less than 12-months, of the plat approval for Milanos Estates, Phase 1.

We appreciate your consideration of our request and look forward to your response.

Sincerely,



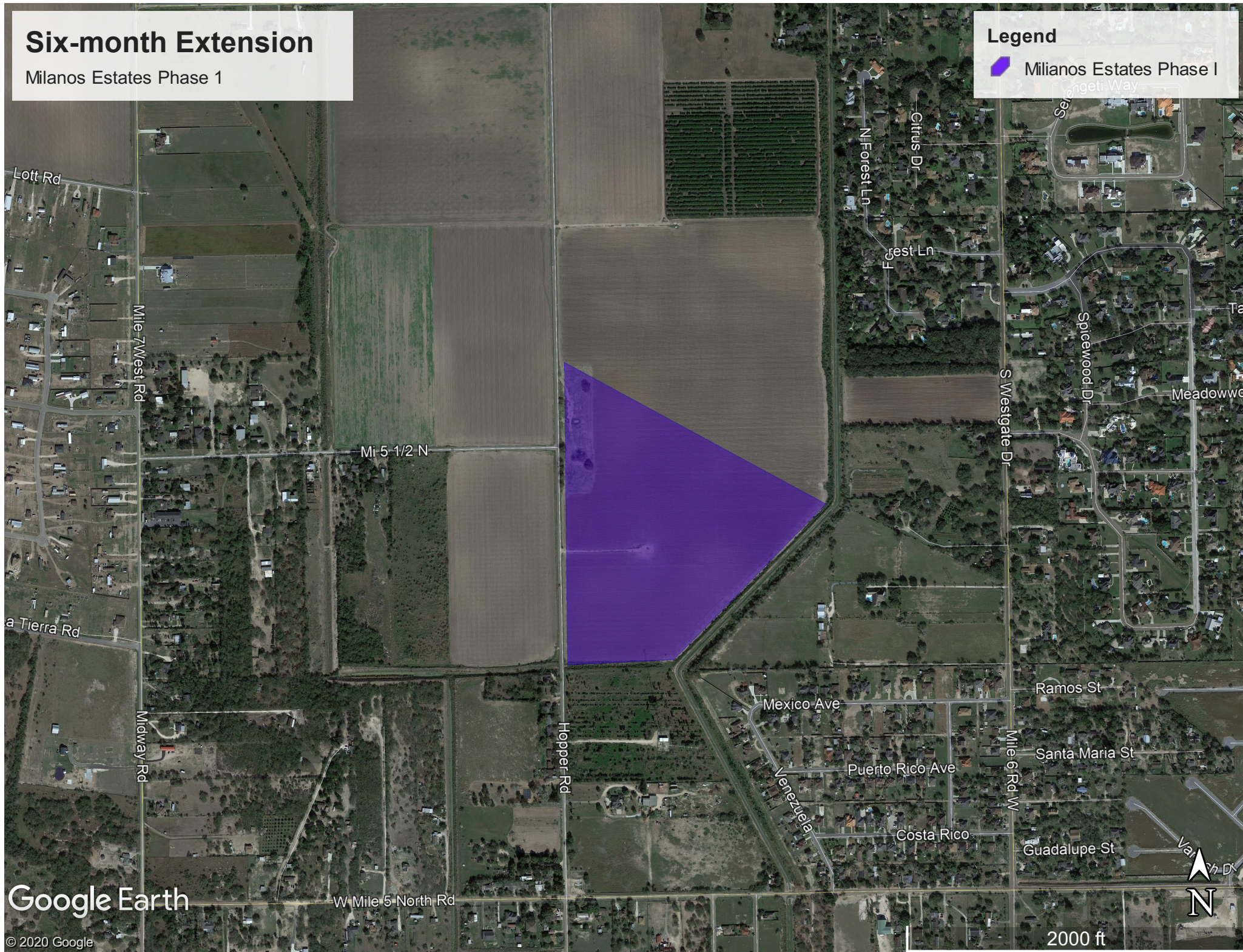
J. Gary Frisby
Vice President,
GarVic Management, Inc.,
It's sole general partner

Six-month Extension

Milanos Estates Phase 1

Legend

 Milanos Estates Phase I



Google Earth

© 2020 Google



Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5291	
From:			
Subject: Approval of a six-month extension for the Final Plat for Pike District Subdivision—being 36.052 acres out of Farm Tract 163, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located at the southeast corner of West Pike Blvd. and Milanos Road and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed One hundred nineteen (119) lot subdivision is inside the City of Weslaco. The Final Plat approval is set to expire on March 16, 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: The final plat was approved by City Commission at their regular meeting of March 16, 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 extension request at their regular meeting of March 9, 2022.			
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Pike District - Memo, RST Plat Approval Extension Request, Pike District- 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

Martin Garza, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Pike District Six-Month Extension

DATE: March 30, 2022

The proposed subdivision was previously approved by the City Commission on March 16, 2021, this is the developers first six-month extension. City staff has reviewed and approved the construction plans, conducted a pre-construction meeting, and assigned a CMT to this project. However, staff is pending the 2% inspector fees and 3% construction material fees in order to issue a Notice to Proceed.

Thank you,

Rebekah de la Fuente, CFM



February 17, 2022

Re: Platt Approval Extension Request

City of Weslaco,

Please receive this letter as a request for a 6 month extension of the Plat approval for the Pike District Subdivision which is set to expire on the 16th of March 2022.

Thank you for your consideration.

Regards,

A handwritten signature in blue ink, appearing to read 'Rick Barr'.

Rick Barr
On behalf of Abraham Tanus

Six-Month Extension

Pike District

Legend

 Pike District

W Pike Blvd

N Milano Rd

Ln

A St
B St
C St
D St
E St
F St
G St
H St
I St
J St
K St

Hampshire Dr

W Business 83

Meadow Lark Dr

Blue Jay

Google Earth

© 2021 Google
© 2021 INEGI



1000 ft



Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5312	
From:			
Subject: Approval on amendments and extension from April 7, 2022 to May 7, 2022 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. (Staffed by Interim City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: 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 ANTONIO LOPEZ ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5316	
From:			
Subject: Approval to submit a letter of intent to TxDOT General Aviation for Airport Terminal Grant and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)			
Background: Airport staff is submitting its annual Letter of Intent to TXDOT for future capital projects, utilizing TXDOT's assigned Non-Primary Entitlement Funds. Staff is requesting funding for the lowering of the irrigation canal to the north of the airport adjacent to runway 14. Other projects include: asphalt repair, hangar construction and a new fuel farm.			
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: Alrport CIP 2022, LOI Airport Improvements 3.17.22			
Responsibilities upon Approval:			

Airport: Weslaco Mid Valley Airport KTXW
 Person completing this spreadsheet:
 Name: Andrew Munoz
 Title: Asst. City Manager / Aviation Director
 Phone number: (956) 969-0291
 Email address: amunoz@weslacotx.gov

Project Title	Project Description	Year	Priority (do not duplicate)	Cost	Comments
	Reinbursement of Land Acqusition for Runway 32				
RPZ Reimbursement	Runway Protection Zone	2026	6	\$1,400,000	Land has been acquired
Runway Expansion	Removal/Bury Irrigation Canal RWY 14	2022	1	\$8,700,000	Safety Priority
Asphalt Rehabilitation	Asphalt Maintenance Program throughout the Airport Areas	2023	2	\$1,500,000	
Fuel System	Upgrade Fuel Farm	2026	7	\$1,000,000	
Apron	Apron Expansion	2025	5	\$1,000,000	
FBO	Construct new FBO Administration Building	2024	4	\$3,000,000	
Hangars	Construct new Corporate Hangars	2023	3	\$2,000,000	

City of Weslaco

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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

March 17, 2022

Dan Harmon
Director
TXDOT Aviation Division 125 E. 11 th Street
Austin, TX 78701-2483

**RE: Weslaco Mid Valley Airport
Updated Letter of Interest for Airport Improvement Projects**

Dear Mr. Harmon,

The City of Weslaco and the Mid Valley Airport are interested in undertaking airport improvement projects. Please consider this letter as the City's Letter of Interest for the state airport improvement projects as detailed below.

The City and the Airport, with the support of TXDOT Aviation, have recently completed the Phase II Business Plan which included development of an updated Capital Improvement Program.

The Vision for the Mid Valley Airport, as identified in the current Airport Business Plan, states that by 2025, the Mid Valley Airport will become an active and economically vibrant regional contributor to the entire Rio Grande Valley, which is anticipated to grow to over 1.6 million people in 2020. With its central location in the Valley, the City of Weslaco reaches a population of over 500,000 within a 30-mile radius and is primed to be the corporate general aviation airport for the entire valley.

The City requests that TXDOT Aviation accept this letter as the City of Weslaco's Letter of Interest for the burying of 600 linear feet of Irrigation canal along runway 14, Asphalt rehabilitation of the taxi-lanes, taxiways and apron areas.

Economic development in and surrounding Weslaco has created a demand for hangars at the Airport. The addition of new hangars will create immediate income for the Airport in airplane storage leases, fuel sales, potential flight school and compliment the recommendations from the Airport Business Plan. It has been evident during the planning process that the airport has largely addressed airside needs and is in prime position to take advantage of the growth opportunity for the region.

Additionally, there are several anticipated airport improvements needed over the next few years. The City of Weslaco would like consideration of including the following projects in the Aviation Capital Improvement Project (ACIP) or other eligible grant programs:

Immediate Improvement Needs

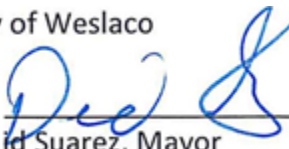
1. Relocate/Bury existing Irrigation Canal along runway 14. (The project calls for the lowering of 600 linear feet of Irrigation canal). This is a high priority safety project as the Irrigation Canal feeds our water plant
2. Asphalt Rehabilitation throughout the Airport
3. Construct aircraft storage hangar facilities
4. Construct associated apron and access taxi lanes to new hangars

Future Improvement Needs

1. Apron expansion to the south of the existing terminal area next to the current US Customs and Border Protection (CBP) terminal.
2. Construct new General Aviation Terminal Building.
3. Reconstruct West Side Apron and rehabilitation where needed.
4. Construct Helipad, with approach and lighting, on the west side of the airport.
5. Upgrade and expand Fuel Farm/Self-Serve location to accommodate airport expansion.
6. Update Airport Master Plan/Airport Layout Plan
7. Drainage improvements throughout the Airport (Drainage Plan)
8. Reimbursement for land acquisition on Runway 32 for Runway Protection Zone

Respectfully,

City of Weslaco


David Suarez, Mayor

Cc: Ben Breck, Project Manager, TXDOT Aviation
Andrew Munoz, Interim City Manager
Paloma Quintero, Interim Aviation Manager



Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5317	
From:			
Subject: Approval of the Mid Valley Airport Hangar Lease Agreement with Coastal Bend Regional Advisory Council and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)			
Background: The hangar lease agreement being presented is for Hangar A and office space within the airport terminal. The proposed hangar lease agreement is for one (1) year. The tenant will assist the Office of Emergency Management and Airport staff in assisting and coordinating state and federal emergency response and using the airport as a central area for deployment of emergency services.			
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):			
JOANNA FERNANDEZ ANDREW MUNOZ ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: CBRAC Lease Weslaco			
Responsibilities upon Approval:			

Lease Agreement

STATE OF TEXAS)
CITY OF WESLACO) **KNOW ALL PERSONS BY THESE PRESENTS:**
HIDALGO COUNTY)

This lease is entered into this _____ day of May 2022, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Coastal Bend Regional Advisory Council, hereinafter referred to as "Lessee" who covenant and agree as follows:

WHEREAS, Lessor owns and operates the Airport and all grounds within the area designated as the Weslaco Mid Valley Airport for aeronautical and non-aeronautical purposes to include landings, takeoffs, storage of aircraft and sales of fuel; and

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land/hangar/building/office as stated herein;

NOW THEREFORE, in consideration of the terms, premises, and mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee covenant and agree as follows:

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee Hangar A more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises. Lessee shall also have use of up to two (2) office spaces and associated conference room (as available), located in Mid Valley Airport Administration for the duration of the lease.

Section 2. Term

- A) This lease shall be for the term of one (1) year.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Initial Term


Lessee Initials

or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor.

Section 3. Consideration

- A) In consideration for the lease of the Hangars referenced herein Lessee hereby agrees to pay monthly the sum of \$ 700.00. The first month's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month due for the term of this contract plus any extensions thereto.
- B) All lease payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Hangar and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.
- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.
- F) Lessee shall pay all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operation at the lease premises or the Airport and all other obligations for


Lessee Initials

which a lien may be created relating thereto. Within thirty (30) days Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the lease premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Hangar may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately-owned automobile(s) inside the Hangar.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.
- E) Lessee agrees that he will at all times keep the premises of the Hangar, including the inside and the outside of the Hangar, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regard to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the

considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

- F) Lessee agrees that the usage of the Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Hangar without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract, as applicable.
- K) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

- A) The Lessee shall not sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, to immediately terminate this lease agreement. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this agreement and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this agreement in favor of such assignee.

Section 6. Termination

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate

In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Hangar would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.
- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

- A) Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees.

Section 8. Maintenance of Landing Area

- A) Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport.

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

- A) No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

Section 12. Rights and Remedies


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- A) Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

Section 13. Notice Requirements

- A) This Agreement has specific and strict notice requirements. All payments by Lessee are to be made to Lessor through the Aviation Director at Weslaco Mid-Valley Airport, 1909 Joe Stephens, Weslaco, TX 78596.

All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt requested. No other form of payment or notice will be accepted. Notice by email is not accepted.

- B) Notice to Lessor is to be sent to:

Aviation Director
Weslaco Mid-Valley Airport
1909 Joe Stephens
Weslaco, TX 78596

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596



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- C) Notice to Lessee to be sent to:

Lessee Name: Coastal Bend Regional Advisory Council
Address: PO Box 18460
Corpus Christi, TX 78480



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- D) Either Lessor or Lessee may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written



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consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

Section 14. Miscellaneous

- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.
- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.
- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.

EXECUTED this _____ day of _____, 2022.


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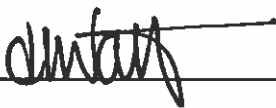
City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

Attest: _____
City Secretary

_____

Lessee


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“EXHIBIT A”

Hangar A





Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5325
From:		
Subject: Approval on Resolution(s) 2022-22 through 2022-25 to update signatories on legal financial documents identified with the PNC, Navy Army Community Credit Union, Greater State Bank and Tex-Pool for the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Finance 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 VIDAL ROMAN ANDREW MUNOZ		Created/Initiated New
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: R2022-22 PNC update signatories Martin Garza, R2022-23 Navy Army CCU updates signatories , R2022-24 Greater State Bank updated signatory, R2022-25 Tex Pool Resolution		
Responsibilities upon Approval:		

RESOLUTION NO. 2022-22

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

1. I, Norma A. Cantu, certify that I am the City Secretary of The City of Weslaco, organized under the laws of Texas, Federal Employer ID Number 74-6002544, engaged in Municipal business under the name of the City of Weslaco, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on April 5, 2022. This resolution appears in the minutes of this meeting and has not been rescinded or modified.
2. Be it Resolved that,
 - (a) PNC Bank is designated as a depository for the funds of the City of Weslaco.
 - (b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
 - (c) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Weslaco with this financial institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
 - (d) Any of the persons named below, so long as they act in a representative capacity as agents of the City of Weslaco, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this financial institution, concerning funds deposited in this financial institution, moneys borrowed from this financial institution or any other business transacted by and between the City of Weslaco and this financial institution subject to any restrictions stated below.
 - (e) Any and all prior resolutions adopted by the City Commission of the City of Weslaco and certified to this Financial Institution as governing the operations of the City of Weslaco's account(s), are in full force and effect, unless supplemented or modified by this authorization.
 - (f) The City of Weslaco agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the City of Weslaco, and authorizes the financial institution named above, at anytime, to charge the City of Weslaco for all checks, drafts, or other orders, for the payment of money, that are properly drawn on this financial institution, and contain the required number of signatures for this purpose.
3. The officials designated below are authorized to conduct business as indicated:

Name and Title

Signature

(A) Martin Garza, Interim City Manager _____

Indicate A, B, and C

- A (1) Exercise all of the powers listed (2) through (9)
- A (2) Open any deposit or checking account(s) in the name of the City of Weslaco
- A (3) Endorse checks and orders for the payment of money and withdraw funds on deposit with this financial institution.
Number of authorized signatures required for this purpose 2.
Number of authorized signatures required for payroll purpose 1.
- A (4) Open any certificate of deposit account and withdraw or transfer funds from the certificate of deposit on deposit with this financial institution.
Number of authorized signatures required for this purpose 2.
- A (5) Transfer funds from operations account to the payroll account, investment account or paying agent approved by City Commission by telefax or other electronic means.
Number of authorized signatures required for this purpose 1.
- A (6) Borrow money on behalf and in the name of the City of Weslaco executes and delivers promissory notes or other evidence of indebtedness.
Number of authorized signatures required for this purpose 2.
- A (7) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the City of Weslaco as security for sums borrowed and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.
Number of authorized signatures required for this purpose 1.
- A (8) Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this financial institution.
Number of authorized signatures required to gain access and to terminate the lease 1.
- A (9) Authorized to make inquiries as to status, account balance pertaining to the City of Weslaco.

4. Be it known that the following individual(s) listed below will no longer be authorized to sign on behalf of the City of Weslaco

A. Andrew Muñoz

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

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this Corporation on April 5, 2022.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

RESOLUTION NO. 2022-23

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

1. I, Norma A. Cantu, certify that I am the City Secretary of The City of Weslaco, organized under the laws of Texas, Federal Employer ID Number 74-6002544, engaged in Municipal business under the name of the City of Weslaco, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on April 5, 2022. This resolution appears in the minutes of this meeting and has not been rescinded or modified.
2. Be it Resolved that,
 - (a) Navy Army Community Credit Union is designated as a depository for the funds of the City of Weslaco.
 - (b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
 - (c) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Weslaco with this financial institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
 - (d) Any of the persons named below, so long as they act in a representative capacity as agents of the City of Weslaco, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this financial institution, concerning funds deposited in this financial institution, moneys borrowed from this financial institution or any other business transacted by and between the City of Weslaco and this financial institution subject to any restrictions stated below.
 - (e) Any and all prior resolutions adopted by the City Commission of the City of Weslaco and certified to this Financial Institution as governing the operations of the City of Weslaco's account(s), are in full force and effect, unless supplemented or modified by this authorization.
 - (f) The City of Weslaco agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the City of Weslaco, and authorizes the financial institution named above, at anytime, to charge the City of Weslaco for all checks, drafts, or other orders, for the payment of money, that are properly drawn on this financial institution, and contain the required number of signatures for this purpose.

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

	Name and Title	Signature
(A)	Martin Garza, Interim City Manager	_____

Indicate A, B, and C

- | | | |
|----------|-----|---|
| <u>A</u> | (1) | Exercise all of the powers listed (2) through (9) |
| <u>A</u> | (2) | Open any deposit or checking account(s) in the name of the City of Weslaco |
| <u>A</u> | (3) | Endorse checks and orders for the payment of money and withdraw funds on deposit with this financial institution.
Number of authorized signatures required for this purpose <u>2</u> .
Number of authorized signatures required for payroll purpose <u>1</u> . |
| <u>A</u> | (4) | Open any certificate of deposit account and withdraw or transfer funds from the certificate of deposit on deposit with this financial institution.
Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A</u> | (5) | Transfer funds from operations account to the payroll account, investment account or paying agent approved by City Commission by telefax or other electronic means.
Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A</u> | (6) | Borrow money on behalf and in the name of the City of Weslaco executes and delivers promissory notes or other evidence of indebtedness.
Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A</u> | (7) | Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the City of Weslaco as security for sums borrowed and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.
Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A</u> | (8) | Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this financial institution.
Number of authorized signatures required to gain access and to terminate the lease <u>1</u> . |

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

4. Be it known that the following individual(s) listed below will no longer be authorized to sign on behalf of the City of Weslaco

A. Andrew Muñoz

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

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this Corporation on April 5, 2022.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

RESOLUTION NO. 2022-24

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

1. I, Norma A. Cantu, certify that I am the City Secretary of The City of Weslaco, organized under the laws of Texas, Federal Employer ID Number 74-6002544, engaged in Municipal business under the name of the City of Weslaco, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on April 5, 2022. This resolution appears in the minutes of this meeting and has not been rescinded or modified.
2. Be it Resolved that,
 - (a) Greater State Bank is designated as a depository for the funds of the City of Weslaco.
 - (b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
 - (c) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Weslaco with this financial institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
 - (d) Any of the persons named below, so long as they act in a representative capacity as agents of the City of Weslaco, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this financial institution, concerning funds deposited in this financial institution, moneys borrowed from this financial institution or any other business transacted by and between the City of Weslaco and this financial institution subject to any restrictions stated below.
 - (e) Any and all prior resolutions adopted by the City Commission of the City of Weslaco and certified to this Financial Institution as governing the operations of the City of Weslaco's account(s), are in full force and effect, unless supplemented or modified by this authorization.
 - (f) The City of Weslaco agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the City of Weslaco, and authorizes the financial institution named above, at anytime, to charge the City of Weslaco for all checks, drafts, or other orders, for the payment of money, that are properly drawn on this financial institution, and contain the required number of signatures for this purpose.

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

	Name and Title	Signature
(A)	Martin Garza, Interim City Manager	_____

Indicate A, B, and C

- | | | |
|----------|-----|---|
| <u>A</u> | (1) | Exercise all of the powers listed (2) through (9) |
| <u>A</u> | (2) | Open any deposit or checking account(s) in the name of the City of Weslaco |
| <u>A</u> | (3) | Endorse checks and orders for the payment of money and withdraw funds on deposit with this financial institution.
Number of authorized signatures required for this purpose <u>2</u> .
Number of authorized signatures required for payroll purpose <u>1</u> . |
| <u>A</u> | (4) | Open any certificate of deposit account and withdraw or transfer funds from the certificate of deposit on deposit with this financial institution.
Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A</u> | (5) | Transfer funds from operations account to the payroll account, investment account or paying agent approved by City Commission by telefax or other electronic means.
Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A</u> | (6) | Borrow money on behalf and in the name of the City of Weslaco executes and delivers promissory notes or other evidence of indebtedness.
Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A</u> | (7) | Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the City of Weslaco as security for sums borrowed and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.
Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A</u> | (8) | Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this financial institution.
Number of authorized signatures required to gain access and to terminate the lease <u>1</u> . |

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

4. Be it known that the following individual(s) listed below will no longer be authorized to sign on behalf of the City of Weslaco

A. Andrew Muñoz

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

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this Corporation on April 5, 2022.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Resolution Amending Authorized Representatives

RESOLUTION 2022-25

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

*** Required Fields**

1. Resolution

WHEREAS,

City of Weslaco

Participant Name*

7 7 7 3 4

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Martin Garza Interim City Manager

Name

Title

9 5 6 9 6 8 3 1 8 1

Phone

9 5 6 9 6 8 6 7 1 7

Fax

Email

Signature

2. Vidal Roman Finance Director

Name

Title

9 5 6 9 6 8 3 1 8 1

Phone

9 5 6 9 6 8 6 7 1 7

Fax

vroman@weslacotx.gov

Email

Signature

3. Sonia Flores Assistant Finance Director

Name

Title

9 5 6 9 6 8 3 1 8 1

Phone

9 5 6 9 6 8 6 7 1 7

Fax

sflores@weslacotx.gov

Email

Signature

1. Resolution (continued)

4. Rosalinda Cavazos Senior Accountant
Name Title
9 5 6 9 6 8 3 1 8 1 9 5 6 9 6 8 6 7 1 7 rcavazos@weslacotx.gov
Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Vidal Roman
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 0 5 day of April, 2 0 2 2.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

David Suarez, Mayor
Name of Participant*

SIGNED

Signature*
David Suarez
Printed Name*
MAYOR
Title*

ATTEST

Signature*
Norma A. Cantu
Printed Name*
City Secretary
Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services**:

Email: texpool@dstsystems.com

Fax: 866-839-3291



Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5321
From:		
Subject: Approval to hold a live auction on Saturday, April 30, 2022 utilizing auctioneer services with Valley Wide Auctioneer Services and authorize Mayor to execute any related documents. (Staffed by Finance Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
NORMA CANTU VIDAL ROMAN ANDREW MUNOZ		Created/Initiated New
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: AGENDA MEMO & BACK UP TO AUCTION 3.30.2022		
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

Martin Garza, Interim City Manager

Date: March 30, 2022

To: Mayor, Commissioners, and Interim City Manager

From: Homer Rhodes / Purchasing Agent

Subject: Approval to hold a live Public Auction

.....

The last Public Auction that was held for the City of Weslaco was in 2019. In the past two years, various departments have amassed several obsolete vehicles & miscellaneous items. These items have been documented and are presented as surplus.

At this time, city staff is requesting approval to hold a live Public Auction on Saturday, April 30, 2022 utilizing auctioneer services of Valley Wide Auction Services. The Auction normally operates from 8:00 AM to about 2:00 PM.

Your consideration and approval to proceed to this request is most appreciated since it will greatly benefit the landscape at the Public Works by eliminating the eyesore of obsolete items from their parking area.

Thank you!



CITY OF WESLACO
Auctioneer Services / RFB No.: 2021-22-16
Bid Opening held on: 2/22/2022 @ 10:00 AM via ZOOM

BOND & BOND
 76 E. FRONTAGE RD.
 ALAMO, TEXAS 78516
 956-383-0422
 SYLER WALKER
 sales@bondauctioneers.com

GALINDO AUCTIONS
 4601 W. STATE HIGHWAY 107
 EDINBURG, TEXAS 78539
 956-609-9109
 ISMAEL GALINDO
 galindoauctions@gamil.com

JEFF MARTIN AUCTIONEERS
 2236 HWY 49
 BROOKLYN, MS 39425
 601-450-6200
 JEFF MARTIN
 patrick@jeffmartinauctioneers.com

Item	Description	Total Price
1	FEE TO CITY	3%
2	FEE TO BUYERS	10%
		13%

Item	Description	Total Price
		3.9%
		10%
		13.9%

Item	Description	Total Price
		15%
		15%
		30.00%

VALLEY WIDE AUCTION SERVICES
 9169 W. BUSINESS 83
 HARLINGEN, TEXAS 78552
 956-778-7525
 JESSE RAMIREZ
 valleywideauctionservices@gmail.com

Item	Description	Total Price
1	FEE TO CITY	0.00%
2	FEE TO BUYERS	9%
		9.00%

CITY OF WESLACO - SURPLUS FY 2021-22						
CITY VEHICLES - MACHINERY & EQUIPMENT						
DEPT: Public Works						
YEAR	MODEL	UNIT #	VIN #			
2003	Chevy 3500	336	1GBJC34U13E297172			
2000	Jeep Liberty - White	386	1J4GK58K32W220674			
1998	CAT DSM XL Crawler Tractor	320	SN 5ES00647			
2008	Ford Ranger	438	1FTYR10U08PA37733			
1990	Holt CAT MC	323	6A000332			
1991	Lowboy Trailer	371	1W9A11E34MS061133			
2003	Ford F-150 Truck	361	1FTRX17W73NB53842			
2005	Chevrolet Silverado Truck - White	363	1ACEC14V35Z250375			
364	Ford Ranger	364	1FTYR10D96PA67228			
338	Chevrolet 3500 Flat Bed	338	1GBJC34U53E299779			
1999	BOBCAT SKID STEER	334	515816548			
2006	Ford Ranger - White	445	1FTYR10U26PA72223			
	180-3 WOODS SHREDDER		1165135			
	PROWLER ENCORE SHREDDER 61K 27L		44311			
	Frontier Shredder		1XFRC20XLF0059038			
	Cummings Generator		100-223-88			
	Stewart & Stevenson Generator					
	Genset Generator		A920440872			
	Generac Generator		119-15050200			
	John Deere Generator		MEP-806B			
DEPT: PARKS & RECREATION						
YEAR	MODEL	UNIT #	VIN #			
2003	Chevrolet Silverado Truck - White	818	1GCEC14V63Z294142			
2003	Chevrolet Silverado Truck - White	807	1GCECC14VX3Z291275			
1995	GMC Van - White	819	1GNDM19W7TB105458			
2000	Dodge Ram - White	804	3B7HC13Y216802919			
2000	Ford Ranger - White	814	1FTYR10V7YPA80121			

DEPT: POLICE DEPARTMENT						
YEAR	MODEL	UNIT #	VIN #			
2015	Harley Davidson - White	610	1HD1FMM13FB701267			
2015	Harley Davidson - White	611	1HD1FMM16FB700937			
2007	Ford F-150 Truck - Black	620	1FTPX14V37FA79502			
2004	Ford Taurus - Tan	642	1FAFP52U54A181671			
2004	Ford Taurus - Blue	653	1FAFP52UX4A181682			
2007	Ford Mustang - Red	1 -N/A	1ZVHT85H175323099			
2001	Ford Mustang - Green	1 -N/A	1FAFP40401F179533			
2003	GMC Yukon - Black	1 -N/A	1GKEC13V63R241611			
2009	Ford F-150 Truck - Black	1 -N/A	1FTPW14V09FB28662			
2012	Ford Focus - Gray	1 -N/A	1FAHP3E22CL336798			
2004	Chevrolet Van - White	616 - D	1GCFG29T341200188			
2008	Dodge Charger - Silver	627 - D	2B3KA33G88H330364			
2004	Ford Van E300 - White	637 - D	1FTSS34L04HA62241			
2014	Chevrolet Van - White	647 - D	1GCZGUCA2E1205321			
2014	Ford Explorer - White	657 - D	1FM5K8AR9EGC26270			
2008	Ford Crown Victoria - White	670 - D	2FAFP71V48X133307			
2008	Ford Crown Victoria - White	672 - D	2FAFP71V68X133308			
2008	Ford Crown Victoria - White	674 - D	2FAFP71V88X133309			
2006	Chrysler 300 - Gray	675 - D	2C3KA43R36H278360			
2008	Ford Crown Victoria - White	680 - D	2FAFP71V48X133310			
2012	Chevrolet Tahoe - White	685 - D	1GNLC2E08CR258864			
2012	Chevrolet Tahoe - White	697 - D	1GNLC2E05CR258725			

DEPT: FIRE DEPARTMENT						
2003	Chevrolet Malibu - White	510	1G1ND52J83M693189			
1999	Ford Econoline Van	530	1FTRE14W6XHA76257			
2003	Ford Explorer	533	1FMZU62K83832B01148			
2004	Pierce Saber Fire Truck	563	4PICT02A74A004225			
2006	International Ambulance	515	1HTMNAAM57H460957			
2009	International Ambulance	516	1HTMNAAM8AH167724			
DEPT: PLANNING & CODE ENFORCEMENT						
1999	Ford Ranger - White	732	1FTYR10C5XUA2000			
2005	Chevrolet Malibu - White	733	1G1ZT548X5F254632			
DEPT: CITY ADMIN						
2004	Ford Taurus - White	121	1FAFP52U44A181676			

CITY OF WESLACO - SURPLUS FY 2021-22
MISCELLANEOUS ITEMS

[illegible]



Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5286
From:		
Subject: Discussion and consideration to approve the Final Plat for Moonlight Subdivision—being a 4.00 acres out of Farm Tract 175, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 330' north of Mile 10N along the Westside of F.M. 88 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: The proposed two (2) lot subdivision is 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 has requested variance for OSSF. Final Plat approval for this subdivision expired on August 18, 2021.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission: The final plat was previously approved by City Commission at the Regular Meeting of August 18, 2020		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat at their regular meeting of March 9, 2022.		
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of Preliminary Plat with compliance of the ordinance on the variance.		
Attachments, if any: Moonlight Glow- Memo, MOONLIGHT GLOW - Application, Drainage Report, Moonlight Glow- 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

Martin Garza, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Moonlight Glow- Final Plat

DATE: March 30, 2022

The proposed use for the 2-lot subdivision will be a one-family dwelling residential development, located outside the Weslaco City limits. The developer has requested one variance for this subdivision to allow for the placements of OSSF, the nearest sanitary sewer line is 0.5 miles west located on the intersection of Border Avenue and Mile 10 North. The developer has complied with all staff and Planning & Zoning Commission comments.

The proposed subdivision was previously approved by the City Commission on August 18, 2020. However, the developer and engineer for the project failed to apply for an extension so they plat approval expired.

Thank you,

Rebekah de la Fuente, CFM



SUBDIVISION PLATTING APPLICATION

PIAT-000193-2021

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: MOONLIGHT GLOW SUBDIVISION

Location: 330' NORTH OF MILE 10 N. ALONG WEST SIDE OF F.M. 88

Legal Description: 4.0 ACRES GRDS OF F.T. 175, WEST AND ADAMS TRACT

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: N/A

Existing Land Use: OPEN / SINGLE FAM. Proposed Land Use: SINGLE FAMILY HOME

Number of Lots Proposed: 2 Gross Acreage: 4.0

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: PAULA VILLANUEVA Telephone: 956-376-6022

Address: 414 W. MILE 10 N. Fax: _____

City: WESLACO State: TX Zip: 78599 E-mail: PAULA.VILLANUEVA@MSN.COM

ENGINEER INFORMATION

Name: DAVID SALINAS Telephone: 956-682-7081

Address: 2221 DAFFONIL Fax: _____

City: MCDUEN State: TX Zip: 78701 E-mail: DSALINAS@SALINASENGINEERING.COM

UTILITY PROVISIONS

Will proposed subdivision connect to:

- ☒ YES ☐ NO Water Provision: NAWSC
- ☒ YES ☐ NO Wastewater Provision: SEPTIC TANK
- ☒ YES ☐ NO Electric Company: AEP

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

Proposed subdivision is in the following districts:

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

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

Owner Signature: Paula Villanueva Date: 2/14/22

_____ is the authorized agent

Authorized Agent Signature: [Signature] Date: 2/14/22

Authorized Agent Printed Name: David Daniel Salinas

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Commission Approval on Preliminary Plat: _____

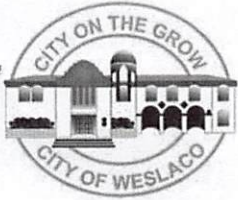
P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____



APPLICATION FOR SUBDIVISION VARIANCE

VAR-000195-2022

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. _____

GENERAL INFORMATION

Name of Subdivision: Moonlight Glow Subd.

Location: 4- 330' NORTH OF MILE 10 N. ROAD ALONG W. SIDE OF F.M. 88

Legal Description: 4.0 AC. 0% F.T. 175', THE WEST AND ADAMS TRACT SUBD., 12-C.T.

VARIANCE TYPE:

☐ Streetlights ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☒ YES ☐ NO

Describe in detail the reason for the variance request:

SEPTIC TANK USE - CITY SEW. NOT AVAILABLE AT THIS LOCATION

☐ Fire Hydrants ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Drainage ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Minimum Lot Size ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Other _____ ☐ YES ☐ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: PAULA VILLANUEVA Telephone: 356-6022
Address: 414 W. MILE 10 ROAD Fax: _____
City: Weslaco State: TX Zip: 78599 E-mail: PAULA LOPEZ VILLANUEVA @
MSW.COM

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Paula Villanueva, for 2/22/22

Owner Signature: PAULA VILLANUEVA Date: 2/22/20

_____ is the authorized agent

Authorized Agent Signature: [Signature] Date: 2/22/20

Authorized Agent Printed Name: Dr. D. O. Salinas, P.E. 2/22/22

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Meeting _____ City Commission Mtg _____

Variance Granted: _____

General Comments: _____

DRAINAGE REPORT

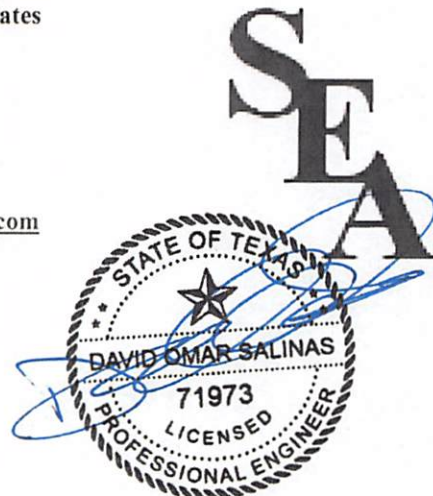
MOONLIGHT GLOW SUBDIVISION

**WESLACO ETJ,
HIDALGO COUNTY, TEXAS**

PREPARED BY:

David Omar Salinas, P.E., R.P.L.S.
Salinas Engineering & Associates
(TBE F-6675)
2221 Daffodil Ave.
McAllen, Texas, 78501
(956) 682-9081
(956) 686-1489 Facsimile
(956) 648-8899 Cell
dsalinas@salinasengineering.com

APRIL 30, 2021



INDEX

Drainage Report Narrative: Pages 2. – 3.

- A. Hydrograph: Dated 01/10/20 Attached
- B. Plat reduction of Moonlight Glow Subdivision, H.C.T.
- C. Copy of FIRM – CPN 480334 0450 C, June 06, 2000

DRAINAGE REPORT NARRATIVE

Proposed Moonlight Glow Subdivision is a two-lot residential plat containing 4.0 Gross Acres of land out of F.T. 175, West and Adams Tract Subdivision, as per the map or plat thereof recorded in Volume 02, Pages 34-37, Map records of Hidalgo County, Texas, and, located along the west side of F.M. 88 approximately ¼ Mile North of Mile 10 North Road in the City of Weslaco ETJ. The proposed residential plat is located in Zone "X" as per the FIRM Community Panel No. 480334 0450 C, dated 06/06/2000 (revised to reflect LOMR dated 5/30/02). Zone "X" areas are defined as areas determined to be outside of the 500-year flood plain. The entire frontage is along F.M. 88 - a paved curb & gutter section of roadway complete with underground storm sewer.

It is noted that residential improvements complete with a driveway already exist on Lot 1 – no additional improvements are planned for Lot 1. The purpose of this plat is to obtain a building permit for new residential construction on Lot 2. Lot 2 is 2.20 Acres and it is being proposed to build one single family home on this lot.

Soils of this proposed plat consist of a Hidalgo sandy clay loam with moderate permeabilities and slow surface runoff. This Hidalgo soil is in capability subclass IIc non-irrigated and in Class I, irrigated; it is in the Gray Sandy Loam range site as per Sheet 105 of the Soil Survey of Hidalgo County, Texas.

Cross section elevations within this property reveal that overall drainage is westerly away from F.M. 88 and waters flow to the rear (to the back or west of the subject property). Elevations indicate an average slope of 0.20% over an average drainage run of 750.0 feet. The pre-development storm water runoff coefficient (Cex) for this hydrograph and drainage report is 0.20 while the estimated C(fut) is 0.30 that accounts for the existing and future impervious residential home improvements.

Using the Rational Method and a 50-year storm event, the post-development (construction of one single family home on Lot 2) runoff is 5.94 CFS – an increase of 0.98 CFS from the existing condition of 4.66 CFS (See Attached hydrograph).

In accordance with the drainage policies of the City of Weslaco and County of Hidalgo drainage policies, the subdivider shall be require to provide for an onsite total detention of 4,465 Cu. Ft., and, pro-rated per lot - 1,810.0 Cu. Ft. for Lot 1 and 2,655.0 Cu. Ft. for Lot 2.

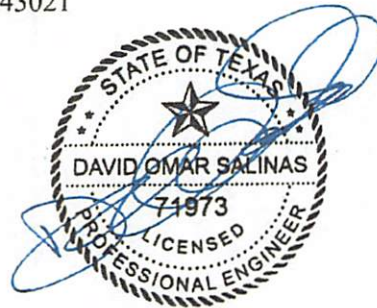
In this case, because the lands being platted are large and the residential improvements are relatively small compared to the remaining land areas, it is proposed that new waters created by the existing and new residential improvements will be absorbed into the remaining green areas naturally. Water naturally drain northwesterly toward the back of this property away from F.M. As such waters created by this subdivision do not flow into F.M. 88 and instead will be absorbed into the ground naturally.

Date: April 30, 2021

By: David Omar Salinas, P.E.

Attachment: Hydrograph and Other Required Drainage Report Information xc:
n:\subdivisionplats\moonlightglow.sub\drainagereport.043021

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☒ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☐ DISCHARGE PERMIT REQUIRED	
☐ DISTRICT FACILITY	
☐ CITY FACILITY	
☐ OTHER	
<u>Hector Garcia</u>	<u>5/4/21</u>
H.C.D.D. NO. 1	DATE



MOONLIGHT GLOW SUBDIVISION

9-Jan-20

EXISTING DATA

Total Area 3.700 Net Acres
 Intercept Coefficient - "k" 0.213 Table 3-2 *
 "K_u" 3.28
 Overland Flow Length - "L" 750.00 Ft.
 Overland Slope - "S_p" 0.2000 %
 Velocity - "V" 0.31
 Existing Time of Concentration - "T" 40 min.
 Existing Runoff Coefficient - "C" 0.30
 Intensity of Rainfall - "I" 4.20 in/hr (10 year event)
 Existing - "Q_{10yr}" 4.66 ft³/s

Flood Zone	X
Single Family Use	

PROPOSED IMPROVEMENTS

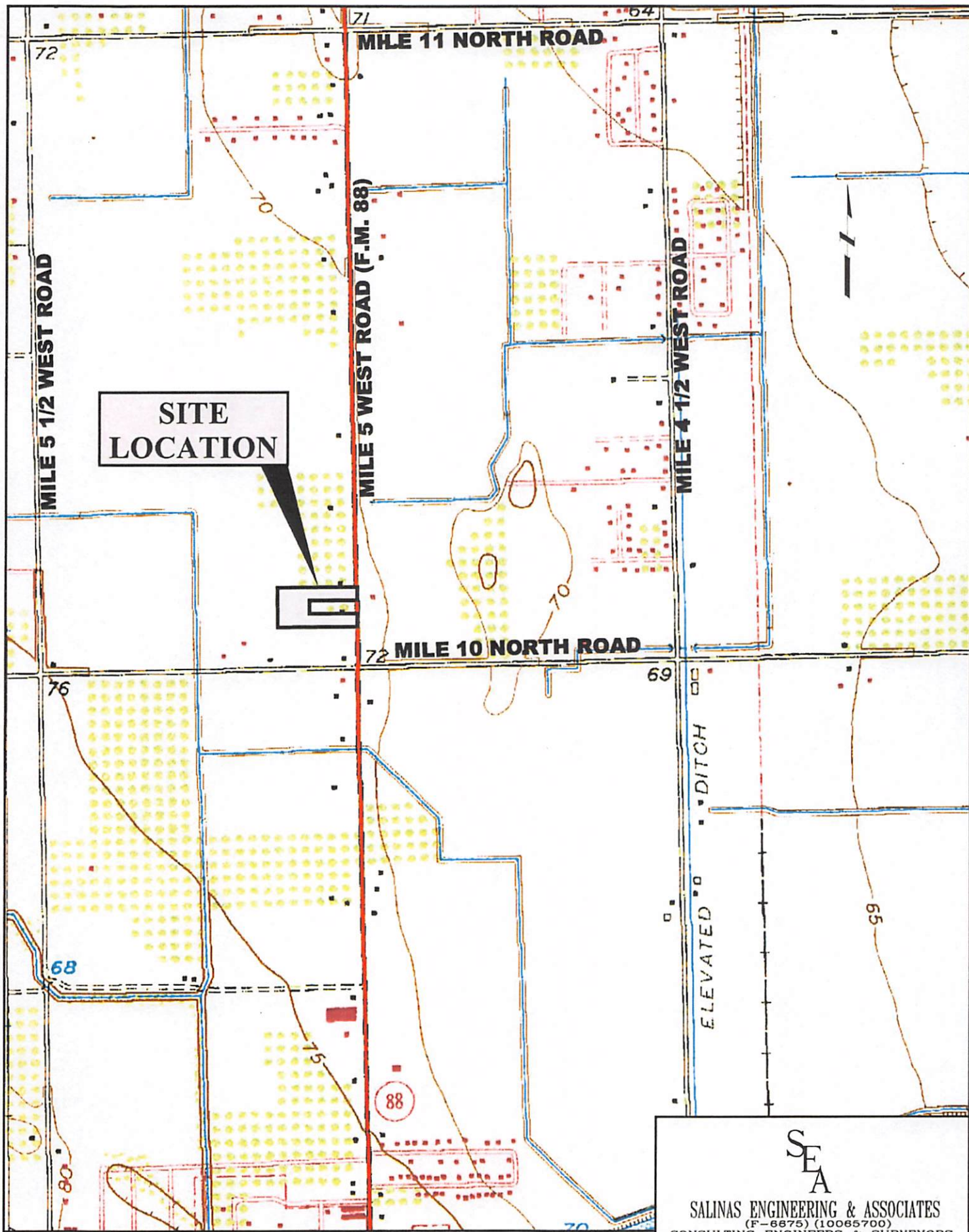
Proposed Runoff Coefficient - "C" 0.30 Table 3-3 *
 Proposed Time of Concentration - "T" 30 min.
 Proposed Intensity - "I" 6.34 in/hr (50 year event)
 Proposed - "Q_{50yr}" 7.04 ft³/s

Time		I _{50yr}	Q _{50yr} in	V in	Q _{10yr} out	V out	Req'd V	Req'd V
min	hr	in/hr	ft ³ /s	ft ³	ft ³ /s	ft ³	ft ³	ac-ft
30.00	0.50	6.34	7.04	12672	4.66	8389	4283	0.10
31.00	0.52	6.22	6.91	12850	4.66	8529	4321	0.10
32.00	0.53	6.11	6.78	13023	4.66	8669	4354	0.10
33.00	0.55	6.00	6.66	13191	4.66	8809	4382	0.10
34.00	0.57	5.90	6.55	13354	4.66	8948	4406	0.10
35.00	0.58	5.80	6.43	13513	4.66	9088	4425	0.10
36.00	0.60	5.70	6.33	13668	4.66	9228	4440	0.10
37.00	0.62	5.61	6.23	13820	4.66	9368	4452	0.10
38.00	0.63	5.52	6.13	13967	4.66	9508	4460	0.10
39.00	0.65	5.43	6.03	14111	4.66	9647	4464	0.10
40.00	0.67	5.35	5.94	14252	4.66	9787	4465	0.10
41.00	0.68	5.27	5.85	14390	4.66	9927	4463	0.10
42.00	0.70	5.19	5.76	14525	4.66	10067	4458	0.10
43.00	0.72	5.12	5.68	14657	4.66	10207	4450	0.10
44.00	0.73	5.05	5.60	14786	4.66	10347	4440	0.10
45.00	0.75	4.98	5.52	14913	4.66	10486	4426	0.10
46.00	0.77	4.91	5.45	15037	4.66	10626	4411	0.10
47.00	0.78	4.84	5.38	15158	4.66	10766	4392	0.10
48.00	0.80	4.78	5.30	15278	4.66	10906	4372	0.10
49.00	0.82	4.72	5.24	15395	4.66	11046	4349	0.10
50.00	0.83	4.66	5.17	15510	4.66	11185	4325	0.10
51.00	0.85	4.60	5.11	15623	4.66	11325	4298	0.10
52.00	0.87	4.54	5.04	15734	4.66	11465	4269	0.10

High Point

* "City of McAllen, Texas - Drainage Policy 2006"; Standard Design Guide for Subdivision Improvements & Capital Improvements; October 2006





U.S.G.S. MAP

MOONLIGHT GLOW SUBDIVISION

SCALE: 1"=1000'

SEA
SALINAS ENGINEERING & ASSOCIATES
(F-6875) (10065700)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL - McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)
TOPLS 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78753 (512) 239-5263

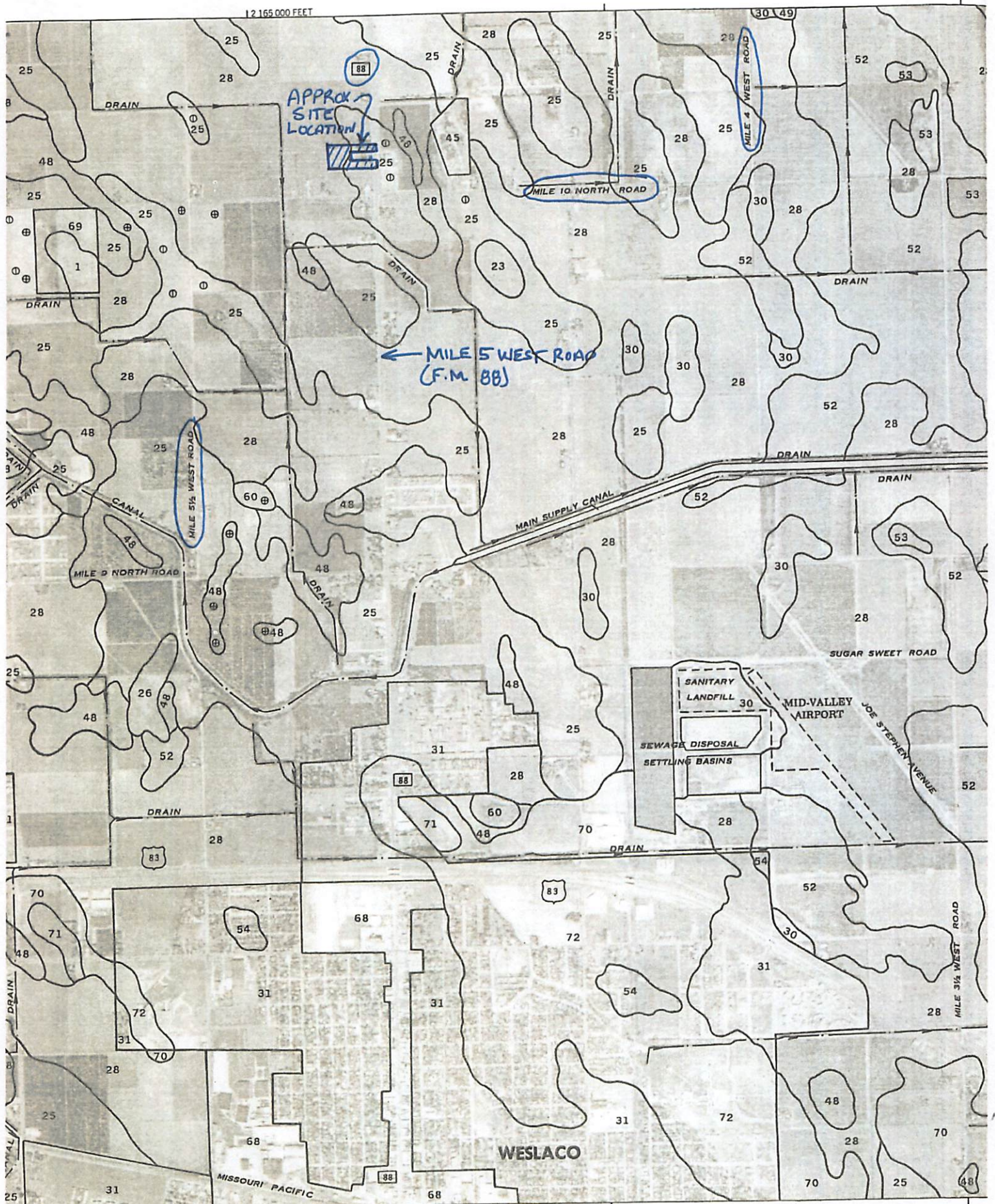


TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth	USDA texture	Classification		Percentage passing sieve number--				Liquid limit	Plasticity index
			Unified	AASHTO	4	10	40	200		
	<u>In</u>								<u>Pct</u>	
13:*										
Randado-----	0-9	Fine sandy loam	SM, SM-SC	A-2-4	75-100	70-100	70-100	20-35	<25	NP-7
	9-16	Fine sandy loam, sandy clay loam.	SC, SM-SC, GC	A-2-4, A-2-6, A-4, A-6	65-100	60-100	60-100	25-50	25-34	7-14
	16-60	Cemented-----	---	---	---	---	---	---	---	---
14-----	0-80	Fine sand-----	SP-SM, SM	A-2-4, A-3	100	100	75-100	5-25	<25	NP-3
Falfurrias										
15-----	0-7	Clay-----	CL, CH	A-7-6	100	100	100	90-100	41-55	20-30
Grulla	7-65	Silty clay, clay	CH	A-7-6	100	100	100	90-100	52-66	28-39
16, 17, 18-----	0-18	Fine sandy loam	SC, SM-SC, SM	A-2-4	100	95-100	95-100	17-35	<30	NP-8
Hargill	18-63	Sandy clay loam	SC, CL	A-6	100	95-100	95-100	40-55	30-40	11-20
	63-80	Sandy clay loam	SC	A-2-4, A-2-6, A-4, A-6	85-100	80-100	75-100	34-50	28-39	9-18
19, 20-----	0-8	Clay-----	CH	A-7-6	100	100	100	90-100	51-85	32-60
Harlingen	8-35	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
	35-72	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
21:*										
Harlingen-----	0-8	Clay-----	CH	A-7-6	100	100	100	90-100	51-85	32-60
	8-35	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
	35-72	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
Urban land.										
22, 23, 24-----	0-17	Sandy loam-----	SM	A-2-4	100	100	75-100	13-24	<25	NP-4
Hebbronville	17-58	Fine sandy loam, loam.	SM, SM-SC	A-2-4	100	100	90-100	20-30	<30	NP-7
	58-65	Fine sandy loam, loam.	SM-SC, SC	A-2-4, A-4, A-2-6, A-6	95-100	90-100	90-100	20-40	20-30	4-13
25, 26, 27-----	0-17	Fine sandy loam	SC, SM-SC	A-4, A-6	100	95-100	90-100	36-50	20-30	4-11
Hidalgo	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
28, 29, 30-----	0-17	Sandy clay loam	SC, CL	A-6	100	95-100	90-100	36-55	29-40	11-20
Hidalgo	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
31:*										
Hidalgo-----	0-17	Sandy clay loam	SC, CL	A-6	100	95-100	90-100	36-50	29-40	11-20
	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
Urban land.										

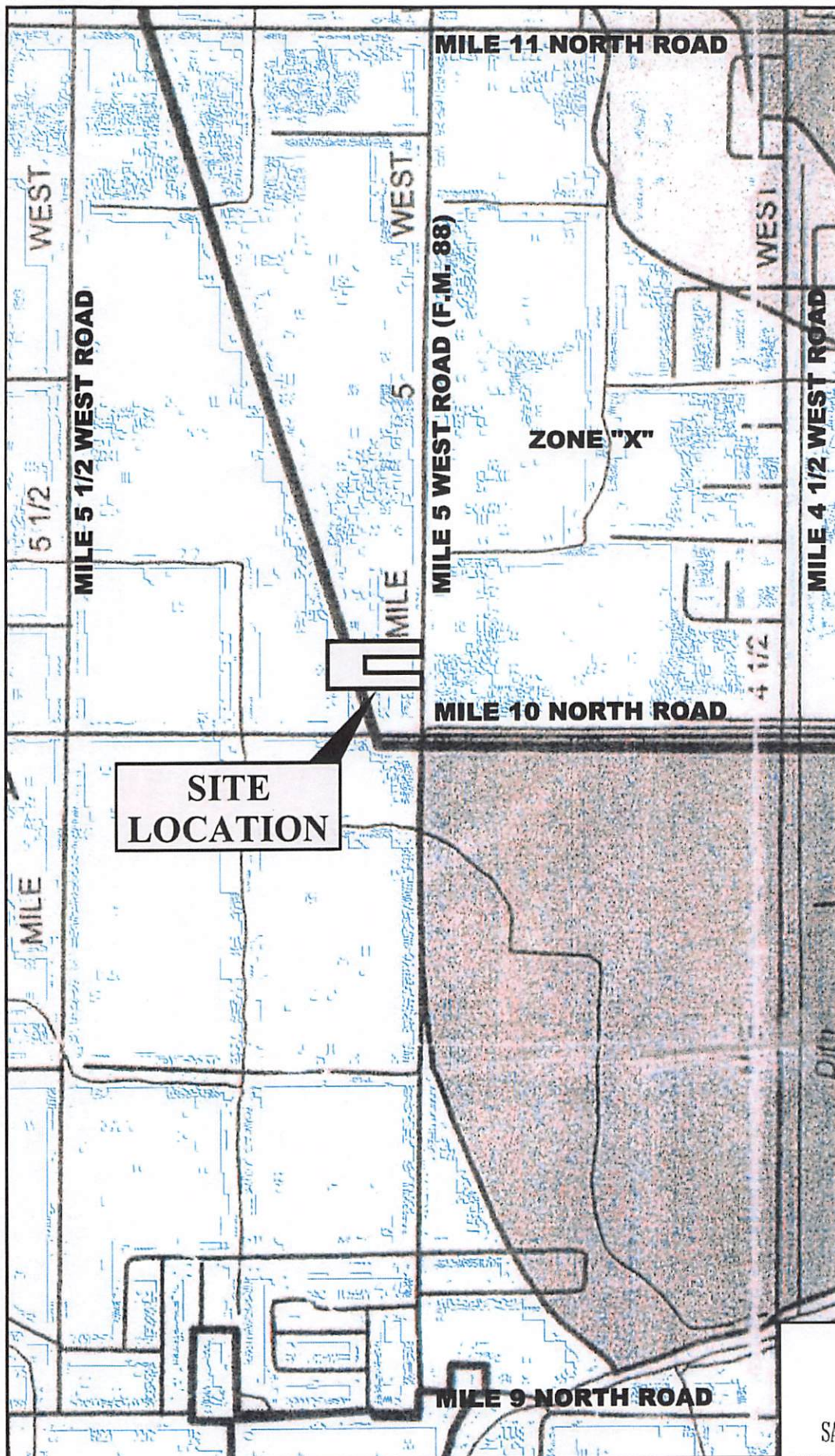
See footnote at end of table.

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					<u>Ft</u>			<u>In</u>			
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----- Hebbbronville	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.



- 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 ponds); base flood elevations determined
- ZONE AD** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of unusual flooding, velocities also determined
- ZONE A99** To be protected from 100-year flood by Federal flood protection systems 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

NFIP

PANEL 0450 C

FIRM
FLOOD INSURANCE RATE MAP

**HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)**

(SEE MAP INDEX FOR PANELS NOT PRINTED)

**COMMUNITY-PANEL NUMBER
480334 0450 C**

**MAP REVISED:
JUNE 6, 2000**

**REVISIO
TO
REFLECT LOAN
DATED MAY 31, 2000**

Federal Emergency Management Agency

SEA

SALINAS ENGINEERING & ASSOCIATES
(F-8875) (10065700)
CONSULTING ENGINEERS & SURVEYORS
2221 DAVID L. McALLEN, TEXAS 78501
(956) 682-9081 (956) 685-1489 (FAX)
10115 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78753 (512) 239-5263

FEMA MAP

MOONLIGHT GLOW SUBDIVISION

SCALE: 1"=1000'

SECOND SHEET

EAST

WEST

SOUTH

NORTH

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

MILE 10 NORTH ROAD (50.00' R.O.W.)

ROUTE 114.00

SCALE

ONE INCH = ONE MILE

ONE INCH = FIFTY FEET

ONE INCH = TEN FEET

ONE INCH = FIVE FEET

ONE INCH = TWO FEET

ONE INCH = ONE FOOT

ONE INCH = SIX INCHES

ONE INCH = THREE INCHES

ONE INCH = ONE AND A HALF INCHES

ONE INCH = SEVEN EIGHTH INCHES

ONE INCH = FOUR EIGHTH INCHES

ONE INCH = TWO EIGHTH INCHES

ONE INCH = ONE EIGHTH INCH

ONE INCH = ONE QUARTER INCH

ONE INCH = ONE EIGHTH OF AN INCH

ONE INCH = ONE SIXTEENTH OF AN INCH

ONE INCH = ONE THIRTY SECOND OF AN INCH

ONE INCH = ONE SIXTY FOURTH OF AN INCH

ONE INCH = ONE TWELFTH OF AN INCH

ONE INCH = ONE TENTH OF AN INCH

ONE INCH = ONE FIFTH OF AN INCH

ONE INCH = ONE THIRD OF AN INCH

ONE INCH = ONE HALF OF AN INCH

ONE INCH = ONE WHOLE INCH

ONE INCH = TWO WHOLE INCHES

ONE INCH = THREE WHOLE INCHES

ONE INCH = FOUR WHOLE INCHES

ONE INCH = FIVE WHOLE INCHES

ONE INCH = SIX WHOLE INCHES

ONE INCH = SEVEN WHOLE INCHES

ONE INCH = EIGHT WHOLE INCHES

ONE INCH = NINE WHOLE INCHES

ONE INCH = TEN WHOLE INCHES

ONE INCH = ELEVEN WHOLE INCHES

ONE INCH = TWELVE WHOLE INCHES

ONE INCH = THIRTEEN WHOLE INCHES

ONE INCH = FOURTEEN WHOLE INCHES

ONE INCH = FIFTEEN WHOLE INCHES

ONE INCH = SIXTEEN WHOLE INCHES

ONE INCH = SEVENTEEN WHOLE INCHES

ONE INCH = EIGHTEEN WHOLE INCHES

ONE INCH = NINETEEN WHOLE INCHES

ONE INCH = TWENTY WHOLE INCHES

ONE INCH = TWENTY ONE WHOLE INCHES

ONE INCH = TWENTY TWO WHOLE INCHES

ONE INCH = TWENTY THREE WHOLE INCHES

ONE INCH = TWENTY FOUR WHOLE INCHES

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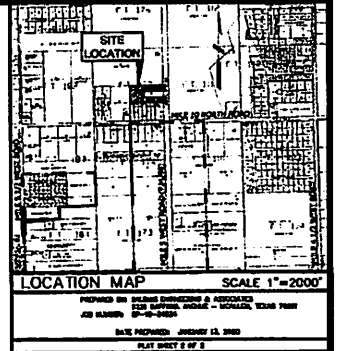
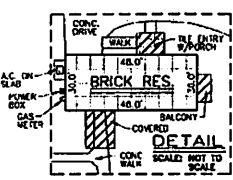
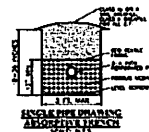
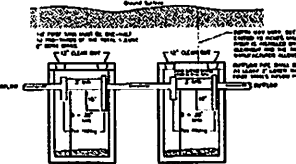
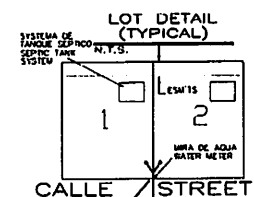
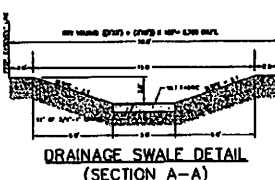
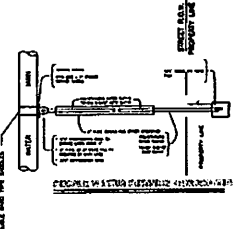
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**MAP OF WATER DISTRIBUTION,
SANITARY SEWER COLLECTION,
TOPOGRAPHY, PAVING AND DRAINAGE**

MOONLIGHT GLOW SUBDIVISION
HIDALGO COUNTY, TEXAS

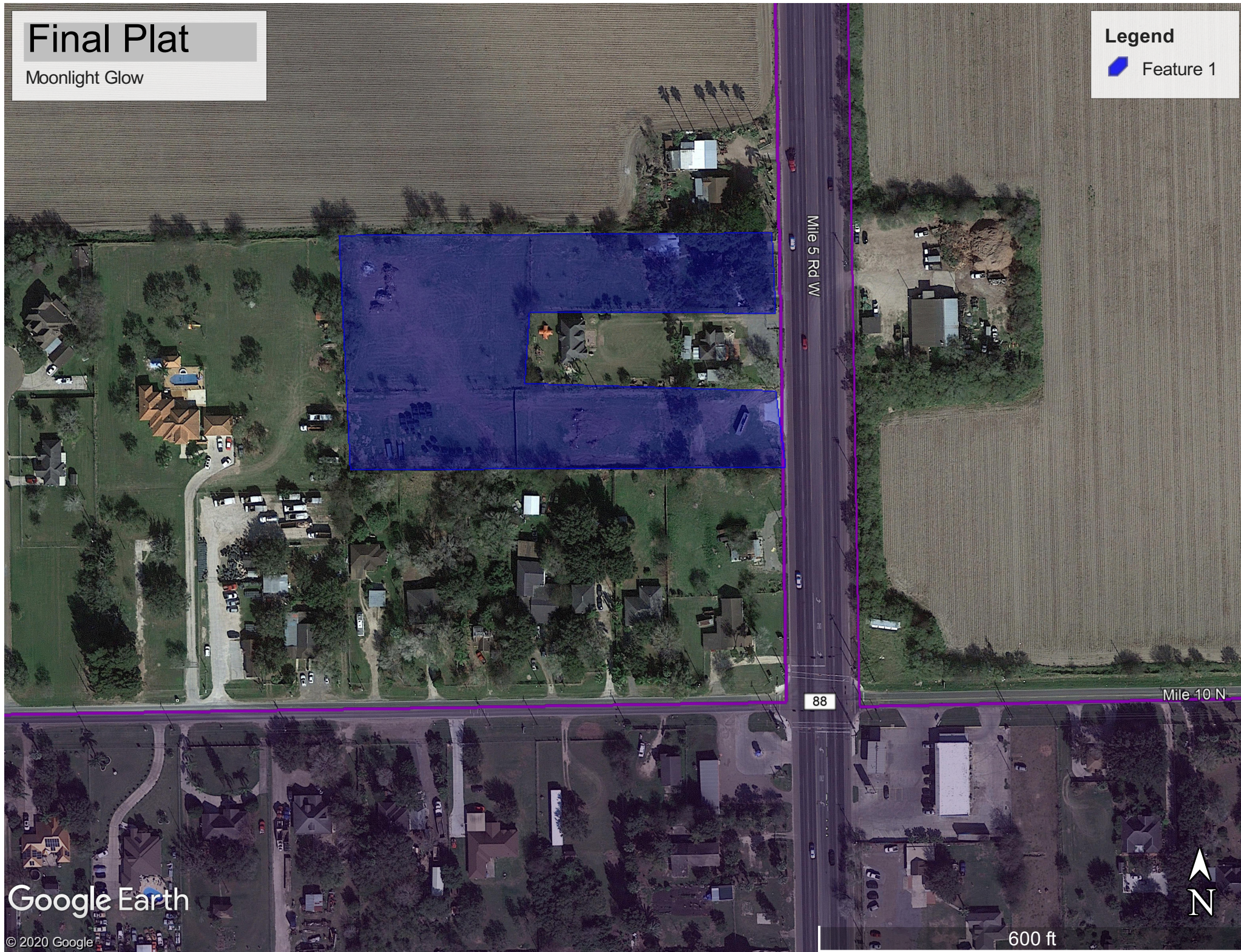
BEING A 4.0 CROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF FARM TRACT 173.
THE WEST 1/4 AND SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 45 WEST, 100TH MERIDIAN, PLAIN COUNTY, NEBRASKA.

Final Plat

Moonlight Glow

Legend

 Feature 1





Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5287
From:		
Subject: Discussion and consideration to approve the Final Plat for Sugarcane Estates Subdivision— being a 5.963 acre tract of Farm Tract 141, The West and Adams Tracts Subdivision, Weslaco, Hidalgo County, Texas located on Mireles Road & W. Sugarcane Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: The proposed thirty-three (33) lot subdivision is located inside the City of Weslaco. This subdivision is being serviced with water by the City of Weslaco through an 8" waterline and sewer by the City of Weslaco through a 12" sewer line. The property is within a Flood Zone "X". Applicant was granted a variance for required right of way dedication.		
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 on March 9, 2022.		
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of Final Plat and compliance with the ordinances for the variance request		
Attachments, if any: Sugarcane Estates- Memo, SUGARCANE ESTATES- Application & Drainage Report, SUGARCANE ESTATES SUBDIVISION_FINAL, SUGARCANE ESTATES VARIACNE , Sugacane Estates, Sugarcane 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

Martin Garza, Interim City Manager

MEMO

TO: Mayor and City Commission

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

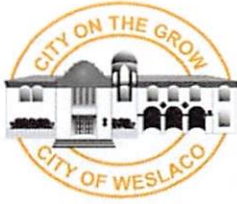
RE: Sugarcane Estates- Final Plat

DATE: March 30, 2022

The proposed use for the 33-lot subdivision will be a one-family dwelling residential development with narrow lots, located inside the Weslaco City limits. The developer has requested one variance for this subdivision to for a right-of-way dedication of 36' instead of the required 50'. The Planning & Zoning Commission approved the variance request contingent on the developer paving the right-of-way to the full 36' and dedicating a 15-foot utility and sidewalk easement within the property line, which the developer has complied with. The developer has complied with all staff and Planning & Zoning Commission comments.

Thank you,

Rebekah de la Fuente, CFM



SUBDIVISION PLATTING APPLICATION

Plat-000118-2021

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: SUGARCANE ESTATES

Location: Mireles Street & W. Sugarcane Dr.

Legal Description: Resubdivision of 5.963 acres being a part or portion out of Farm Tract 141, West & Adams Tracts 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: R-2

Existing Land Use: Open Proposed Land Use: Single Family Residential

Number of Lots Proposed: 33 Gross Acreage: 5.963

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: Ammo Construction, LLC Telephone: c/o (956) 381-0981

Address: 317 S. Main Street Fax: c/o (956) 381-1839

City: McAllen State: TX Zip: 78541 E-mail: c/o mario@meldenandhunt.com

ENGINEER INFORMATION

Name: Melden & Hunt, Inc. Telephone: (956) 381-0981

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

City: Edinburg State: TX Zip: 78541 E-mail: mario@meldenandhunt.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: MVEC

☒ YES ☐ NO Phone Utility Frontier Comm.

☐ YES ☒ NO Gas Utility

☒ YES ☐ NO Cable Utility

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District HCDD#1

☒ YES ☐ NO Irrigation District HCCID#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

_____ \$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)

X _____ 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

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

X _____ One 11" X 17" reduced copy of plat

X _____ Plat Layout

X _____ Existing & Proposed Easements

X _____ Existing & Proposed ROW

X _____ Existing & Proposed Drainage Easements

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

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

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

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

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

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

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

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

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature:   Date: 9/27/21

Authorized Agent Printed Name: Mario A. Reyna, P.E.

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: _____



APPLICATION FOR SUBDIVISION VARIANCE

VAR-000119-2021

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: Sugarcane Estates

Location: Mireles Street & W. Sugar Cane Dr

Legal Description: Resubdivision of 5.963 acres being a part or portion o/o Farm Tract 141 West & Adams Tract S/D

VARIANCE TYPE:

☐ Streetlights ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Fire Hydrants ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Drainage ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☒ Minimum Lot Size ☒ YES ☐ NO

Describe in detail the reason for the variance request:

Lot area will be 5,000 than the required 6,000

☐ Sidewalks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☒ Other 40' Road ☒ YES ☐ NO

Describe in detail the reason for the variance request:

Proposing a 40' Road instead of a 50' Road

OWNER INFORMATION

Owner's Name: Ammo Construction, LLC Telephone: c/o 381-0981

Address: 317 S. Main Street Fax: c/o 381-1839

City: McAllen State: TX Zip: 78501 E-mail: c/o mario@meldenandhunt.com

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: _____

Owner Signature: _____ Date: _____

Mario A. Reyna, P.E. is the authorized agent

Authorized Agent Signature: _____ Date: 8/4/21

Authorized Agent Printed Name: Mario A. Reyna

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Meeting _____ City Commission Mtg _____

Variance Granted: _____

General Comments: _____

FIRM NAME: MELDEN & HUNT, INC.
TBPELS FIRM #F1435
TITLE: SUGARCANE ESTATES SUBDIVISION
PREPARED BY: MARIO A. REYNA, P.E
DATE: July 29, 2021

Mari A. Reyna
7-29-21



INDEX

- 1. Drainage Statement**
- 2. Drainage Calculations**
- 3. Location Map**
- 4. Subdivision Plat**
- 5. Paving & Drainage Layout**
- 6. USGS Topographical Map**
- 7. Rainfall Intensity Table**
- 8. USDA Soils Map**
- 9. USDA Soils Legend & Description**
- 10. FEMA FIRM with site location**



TBPELS Firm # F-1435
TBPELS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

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

Drainage Statement
SUGARCANE ESTATES SUBDIVISION
Project #20220.00 Date: June 29, 2021

SUGARCANE ESTATES SUBDIVISION A tract of land containing 5.963 acres situated in the City of Weslaco, County of Hidalgo, Texas, being a part or portion out of Farm Tract 141, The West and Adams Tracts Subdivision, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, said 5.963 acres were conveyed to Ammo Construction, LLC by virtue of a Warranty Deed recorded under Document Number 3196641, Hidalgo County Official Records. This subdivision lies in Zone "X" (Unshaded), which is defined as areas determined to be outside 500-year floodplain. Community Panel No. 480334 0450 C; Map Revised: June 6, 2000. The property is located on the northeast corner of Mireles Street & W. Sugar Cane Drive. The property is currently open with a proposed use of 33 residential lots and 2 detention ponds, currently inside the City of Weslaco, Texas.

The soils in this area are (25) Hidalgo fine sandy loam and (28) Hidalgo sandy clay & (48) Racombes sandy clay, which are in Hydrologic Group "B". These soils are moderately pervious and have a relatively low plasticity index. (See excerpts from "Soil Survey of Hidalgo County, Texas").

Existing runoff is in a northeasterly direction, with a runoff of 4.38 c.f.s. during the 10-year storm frequency as per the attached calculations. Proposed runoff after development is 15.35 c.f.s., during the 50-year storm frequency, per the attached calculation, which is an increase of 10.97 c.f.s.

The proposed drainage for this subdivision shall consist of surface runoff from the lots into the proposed streets and collected by type "A" inlets located at key points within the subdivision. The pipe size diameters shall range from 24" to 36". The proposed storm system shall discharge into a proposed detention pond on the southeast corner of site, which will then discharge into an existing City of Weslaco storm sewer network.

In accordance with the City of Weslaco drainage policy, the peak rate of runoff in this subdivision will not be increased during the 50-year rainfall event due to the building of this subdivision. Therefore, as per attached calculations the required 36,032 cubic feet of detention will be provided within the proposed detention pond.

☐ 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>8/11/21</i>


Mario A. Reyna, P.E. #117368


Date: _____



H.C.D.D. No. 1 "c" values for Rational Method	
Type of Drainage Area	Runoff Coefficient "c"
Residential	
Single Family (Lots less than 1/4 acre)	0.35
Single Family (Lots 1/4 to 1/2 acre)	0.3
Single Family (Lots greater than 1/2 acre)	0.25
Multi-Family (Less than 20 DU / AC)	0.45
Multi-Family (Greater than 20 DU / AC)	0.55
Business Districts:	0.7
Industrial	
Light areas	0.5
Heavy areas	0.6
Railroad yard areas	0.2
Parks, cemeteries	0.1
Unimproved Areas	
Bare Surface	0.3
Grassland	0.25
Cultivated	0.2
Woodlands	0.15
Streets	
Asphalt	0.7
Concrete	0.75
Drives and walks	0.75

$$C_w = (C_1A_1 + C_2A_2 + C_3A_3 + \dots + C_nA_n) / A_{total}$$

C_w = Weighted Runoff Coefficient (Composite Coefficient)

C_n = Runoff Coefficient n-th term

A_n = Area of n-th term

A_{total} = Total Area (acres)

Weighted "c" value				
Type of Drainage Area	"c" value:	Square Footage	Acreage	partial "c"
Residential				
Single Family (Lots less than 1/4 acre)	0.5	180773	4.150	2.075
Single Family (Lots 1/4 to 1/2 acre)	0.3	0.00	0.000	0.000
Single Family (Lots greater than 1/2 acre)	0.25	0	0.000	0.000
Multi-Family (Less than 20 DU / AC)	0.45	0	0.000	0.000
Multi-Family (Greater than 20 DU / AC)	0.55	0	0.000	0.000
Business Districts:	0.7	0	0.000	0.000
Industrial				
Light areas	0.5	0	0.000	0.000
Heavy areas	0.6	0	0.000	0.000
Railroad yard areas	0.2	0	0.000	0.000
Parks, cemeteries	0.1	0	0.000	0.000
Unimproved Areas				
Bare Surface	0.3	45193	1.037	0.311
Grassland	0.25	0	0.000	0.000
Cultivated	0.2	0	0.000	0.000
Woodlands	0.15	0	0.000	0.000
Streets				
Asphalt	0.9	32607	0.749	0.674
Concrete	0.9	0	0.000	0.000
Drives and walks	0.9	1175	0.027	0.024
Total:		259,748	5.963	3.084
Weighted "c":			0.517	

$$C_W = (C_1A_1 + C_2A_2 + C_3A_3 + \dots + C_nA_n) / A_{total}$$

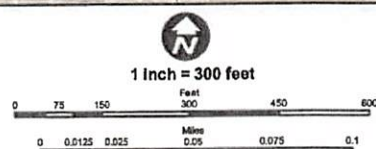
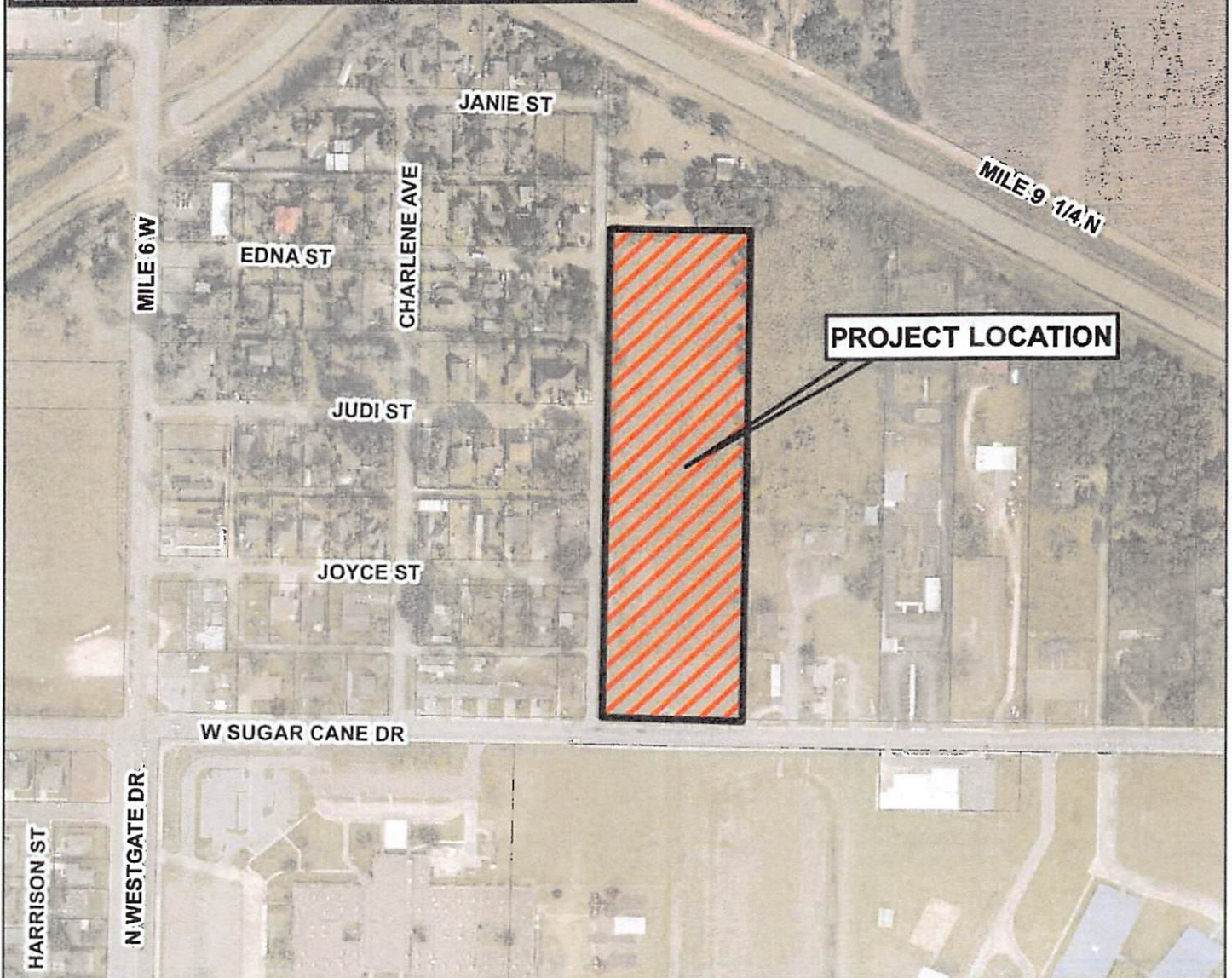
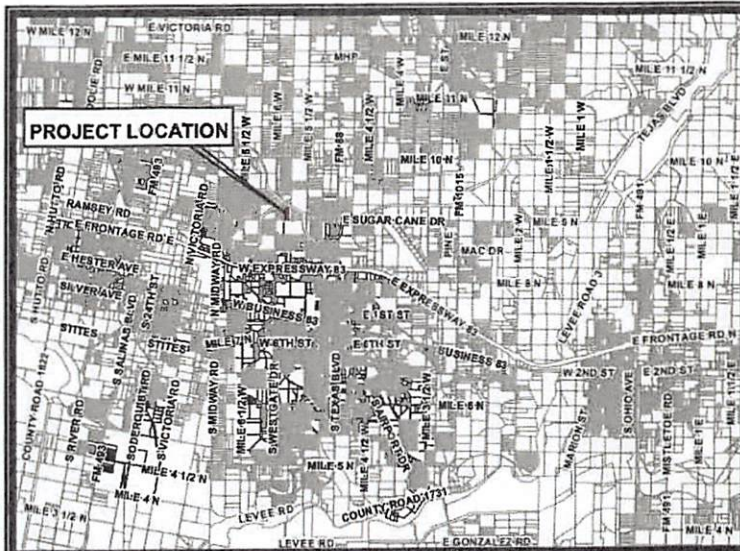
C_W = Weighted Runoff Coefficient (Composite Coefficient)

C_n = Runoff Coefficient n-th term

A_n = Area of n-th term

A_{total} = Total Area (acres)

A_{total} = Total Area (acres)



**CITY OF WESLACO
HIDALGO COUNTY, TEXAS
PROJECT LOCATION MAP**

M MELDEN & HUNT INC.
CONSULTANTS - ENGINEERS - SURVEYORS
165 W. GARDNER
EDINBURG, TX 79541
DATE: 07-28-2021
JOB NO.: 20210101
DRAWN BY: A. MORALES
CHECKED BY: J. MORALES
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HIDALGO COUNTY RAINFALL INTENSITY TABLES

based on Weather Bureau (NWS) Technical Paper No. 40 "Rainfall Frequency Atlas of the United States"

TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

1	12.626	14.283	16.353	17.386
2	11.721	13.281	15.215	16.210
3	10.950	12.426	14.244	15.204
4	10.286	11.687	13.405	14.333
5	9.706	11.042	12.671	13.570
6	9.194	10.472	12.023	12.895
7	8.740	9.966	11.447	12.294
8	8.334	9.512	10.930	11.755
9	7.968	9.103	10.464	11.268
10	7.636	8.732	10.042	10.825
11	7.334	8.394	9.656	10.421
12	7.058	8.084	9.303	10.051
13	6.804	7.799	8.978	9.710
14	6.569	7.536	8.678	9.395
15	6.353	7.293	8.400	9.102
16	6.151	7.067	8.142	8.831...
17	5.964	6.856	7.902	8.577
18	5.789	6.659	7.677	8.340
19	5.625	6.475	7.466	8.117
20	5.472	6.302	7.268	7.908
21	5.327	6.139	7.082	7.711
22	5.191	5.985	6.906	7.525
23	5.062	5.840	6.740	7.349
24	4.941	5.703	6.583	7.183
25	4.825	5.572	6.434	7.025
26	4.716	5.449	6.293	6.875
27	4.612	5.331	6.158	6.732
28	4.513	5.220	6.030	6.596
29	4.419	5.113	5.908	6.467
30	4.329	5.011	5.792	6.343
31	4.244	4.914	5.680	6.224
32	4.161	4.821	5.574	6.111
33	4.083	4.732	5.472	6.002
34	4.008	4.646	5.374	5.897
35	3.935	4.564	5.280	5.797

TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

36	3.866	4.486	5.189	5.701
37	3.799	4.410	5.103	5.608
38	3.735	4.337	5.019	5.519
39	3.673	4.267	4.939	5.433
40	3.614	4.199	4.861	5.350
41	3.557	4.134	4.786	5.270
42	3.501	4.071	4.714	5.193
43	3.448	4.010	4.644	5.118
44	3.396	3.951	4.577	5.046
45	3.346	3.895	4.511	4.976
46	3.298	3.840	4.448	4.908
47	3.251	3.786	4.387	4.843
48	3.206	3.735	4.328	4.779
49	3.162	3.685	4.270	4.717
50	3.120	3.636	4.215	4.658
51	3.078	3.589	4.161	4.600
52	3.038	3.543	4.108	4.543
53	2.999	3.499	4.057	4.488
54	2.962	3.456	4.007	4.435
55	2.925	3.414	3.959	4.383
56	2.889	3.373	3.912	4.333
57	2.854	3.333	3.867	4.284
58	2.821	3.295	3.822	4.236
59	2.788	3.257	3.779	4.189
60	2.756	3.220	3.737	4.144
61	2.724	3.185	3.696	4.099
62	2.694	3.150	3.656	4.056
63	2.664	3.116	3.617	4.014
64	2.635	3.083	3.578	3.973
65	2.607	3.050	3.541	3.933
66	2.579	3.019	3.505	3.894
67	2.552	2.988	3.469	3.855
68	2.526	2.958	3.435	3.818
69	2.500	2.928	3.401	3.781
70	2.475	2.899	3.368	3.745

HIDALGO COUNTY RAINFALL INTENSITY TABLES (cont.)

based on Weather Bureau (NWS) Technical Paper No. 40 "Rainfall Frequency Atlas of the United States"

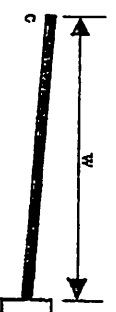
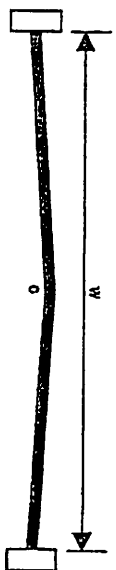
TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

71	2.451	2.871	3.335	3.710
72	2.427	2.844	3.303	3.676
73	2.403	2.817	3.272	3.642
74	2.380	2.790	3.242	3.610
75	2.358	2.765	3.212	3.577
76	2.336	2.739	3.183	3.546
77	2.314	2.715	3.155	3.515
78	2.293	2.690	3.127	3.485
79	2.272	2.667	3.099	3.455
80	2.252	2.643	3.073	3.426
81	2.232	2.620	3.046	3.398
82	2.213	2.598	3.020	3.370
83	2.193	2.576	2.995	3.342
84	2.175	2.555	2.970	3.315
85	2.156	2.533	2.946	3.289
86	2.138	2.513	2.922	3.263
87	2.121	2.492	2.899	3.238
88	2.103	2.472	2.876	3.213
89	2.086	2.453	2.853	3.188
90	2.069	2.434	2.831	3.164
91	2.053	2.415	2.809	3.140
92	2.037	2.396	2.788	3.117
93	2.021	2.378	2.767	3.094
94	2.005	2.360	2.746	3.072
95	1.990	2.342	2.726	3.050
96	1.975	2.325	2.706	3.028
97	1.960	2.308	2.686	3.007
98	1.946	2.291	2.667	2.986
99	1.931	2.275	2.648	2.965
100	1.917	2.258	2.629	2.944
101	1.904	2.242	2.610	2.924
102	1.890	2.227	2.592	2.905
103	1.876	2.211	2.574	2.885
104	1.863	2.196	2.557	2.866
105	1.850	2.181	2.540	2.847

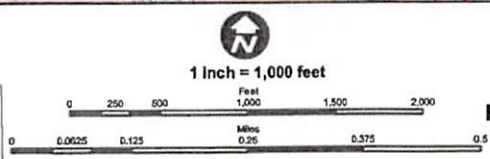
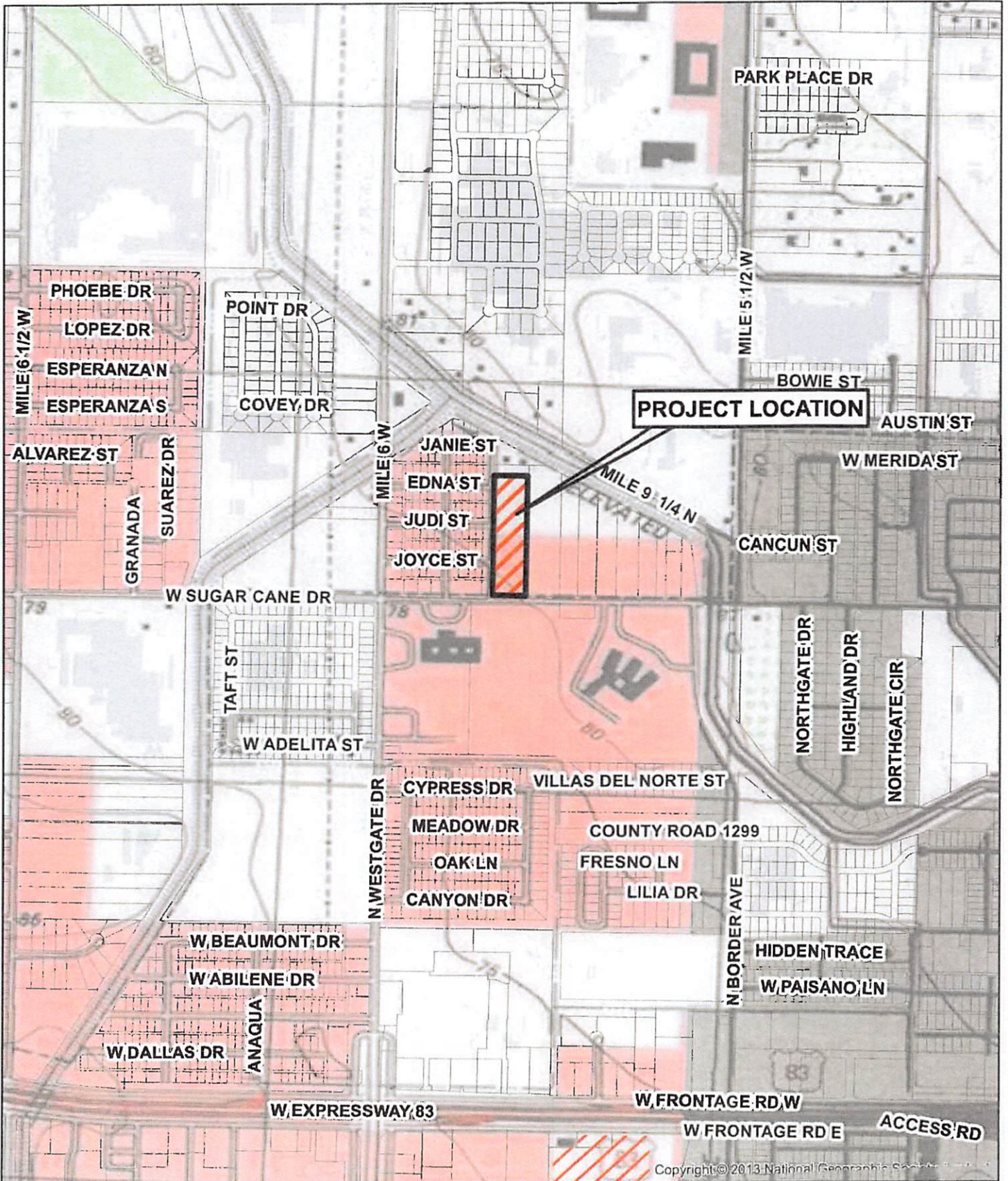
TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

106	1.838	2.166	2.523	2.829
107	1.825	2.152	2.506	2.811
108	1.813	2.137	2.489	2.793
109	1.800	2.123	2.473	2.775
110	1.788	2.109	2.457	2.757
110	1.788	2.109	2.457	2.757
112	1.765	2.082	2.426	2.723
113	1.753	2.069	2.410	2.707
114	1.742	2.056	2.395	2.690
115	1.731	2.043	2.380	2.674
116	1.720	2.030	2.366	2.658
117	1.709	2.018	2.351	2.642
118	1.698	2.006	2.337	2.626
119	1.688	1.993	2.323	2.611
120	1.677	1.981	2.309	2.596
125	1.628	1.924	2.242	2.523
130	1.581	1.870	2.180	2.455
135	1.537	1.819	2.122	2.391
140	1.496	1.771	2.067	2.331
145	1.457	1.727	2.015	2.274
150	1.421	1.684	1.966	2.220
155	1.386	1.644	1.919	2.169
160	1.354	1.606	1.876	2.121
165	1.323	1.570	1.834	2.075
170	1.293	1.536	1.794	2.032
175	1.265	1.504	1.757	1.990
180	1.239	1.473	1.721	1.951
185	1.213	1.443	1.686	1.913
190	1.189	1.415	1.654	1.877
195	1.166	1.388	1.622	1.842
200	1.144	1.362	1.592	1.809
210	1.102	1.313	1.536	1.747
220	1.063	1.268	1.484	1.690
230	1.028	1.227	1.436	1.637
240	0.995	1.189	1.392	1.587

Appendix 3.0 Street Velocities and Capacities Flowing Curb Full Manning's n = 0.018



	Local Street		Local Street		Collector Street		Secondary Street (half-section)		Primary Street (half-section)	
	Street		Street		Street		Street (half-section)		Street (half-section)	
	$w = 30'$		$w = 40'$		$w = 44'$		$w = 24'$			
Slope %	$c = 4'$ wp = 31.16 $A = 12.45$ $r = 0.40$		$c = 4'$ wp = 41.17 $A = 16.67$ $r = 0.405$		$c = 5'$ wp = 45.17 $A = 16.50$ $r = 0.365$		$c = 6'$ wp = 24.66 $A = 7.92$ $r = 0.32$		$c = 9'$ wp = 28.52 $A = 8.12$ $r = 0.28$	
	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs
0.10	1.42	17.68	1.43	23.81	1.33	22.01	1.22	9.66	1.12	9.09
0.15	1.74	21.66	1.74	29.17	1.63	26.96	1.50	11.88	1.37	11.12
0.20	2.00	2490	2.02	33.68	1.89	31.13	1.73	13.70	1.58	12.83
0.25	2.24	27.89	2.26	37.66	2.11	34.80	1.93	15.29	1.77	14.37
0.30	2.46	30.63	2.47	41.25	2.31	38.13	2.12	16.79	1.94	15.75
0.35	2.65	32.99	2.67	44.56	2.50	41.18	2.29	18.14	2.09	16.97
0.40	2.84	35.36	2.86	47.64	2.67	44.02	2.44	19.32	2.24	18.19
0.45	3.01	37.47	3.03	50.53	2.83	46.69	2.59	20.51	2.37	19.24
0.50	3.17	39.47	3.19	53.26	2.98	49.22	2.73	21.62	2.50	20.30
0.55	3.32	41.33	3.35	55.86	3.13	51.62	2.87	22.73	2.62	21.27
0.60	3.47	43.20	3.50	58.34	3.27	53.92	2.99	23.68	2.74	22.25
0.65	3.61	44.94	3.64	60.72	3.40	56.12	3.12	24.71	2.86	23.14
0.70	3.75	46.62	3.78	63.02	3.53	58.24	3.23	25.58	2.96	24.04
0.75	3.88	48.31	3.91	66.23	3.65	60.28	3.35	26.53	3.06	24.85
0.80	4.01	49.92	4.04	67.37	3.77	62.26	3.46	27.40	3.16	25.66
0.85	4.13	51.42	4.17	69.44	3.89	64.17	3.56	28.20	3.26	26.47
0.90	4.25	52.91	4.29	71.45	4.00	66.03	3.67	29.07	3.35	27.20
0.95	4.37	54.41	4.40	73.41	4.11	67.84	3.77	29.86	3.44	27.93
1.00	4.48	55.78	4.52	75.31	4.22	69.61	3.86	30.57	3.53	28.66
1.50	5.49	68.35	5.53	92.25	5.17	85.25	4.73	37.46	4.33	35.16
2.00	6.34	78.93	6.39	106.52	5.97	98.44	5.46	43.24	5.00	40.60
2.50	7.09	88.27	7.14	119.09	6.67	110.06	6.11	48.39	5.59	45.39
3.00	7.76	96.61	7.83	130.46	7.31	120.56	6.69	52.98	6.12	49.59
3.50	8.39	104.46	8.45	140.91	7.89	130.22	7.23	57.26	6.61	53.67
4.00	8.97	111.68	9.04	150.64	8.44	139.21	7.73	61.22	7.07	57.41
4.50	9.51	118.40	9.58	159.78	8.95	147.66	8.20	64.94	7.50	60.90
5.00	10.02	124.75	10.10	168.42	9.43	155.65	8.64	68.43	7.90	64.15
5.50	10.51	130.85	10.60	176.64	9.89	163.24	9.06	71.76	8.29	67.31
6.00	10.98	136.70	11.07	184.49	10.33	170.50	9.46	74.92	8.65	70.24
6.50	11.43	143.30	11.52	192.03	10.76	177.46	9.85	78.01	9.01	73.16
7.00	11.86	147.66	11.95	199.28	11.16	184.16	10.22	80.94	9.35	75.92
7.50	12.28	152.89	12.37	206.27	11.55	190.63	10.58	83.79	9.68	78.60
8.00	12.68	157.85	12.78	213.04	11.93	196.88	10.93	86.57	9.99	81.12
8.50	13.07	162.72	13.17	219.59	12.30	202.94	11.26	89.18	10.30	83.64
9.00	13.45	167.45	13.55	225.96	12.66	208.82	11.59	91.79	10.60	86.07
9.50	13.82	172.06	13.93	232.15	13.00	214.54	11.91	94.33	10.89	88.43
10.00	14.18	176.54	14.29	238.18	13.34	220.12	12.22	96.78	11.17	90.70



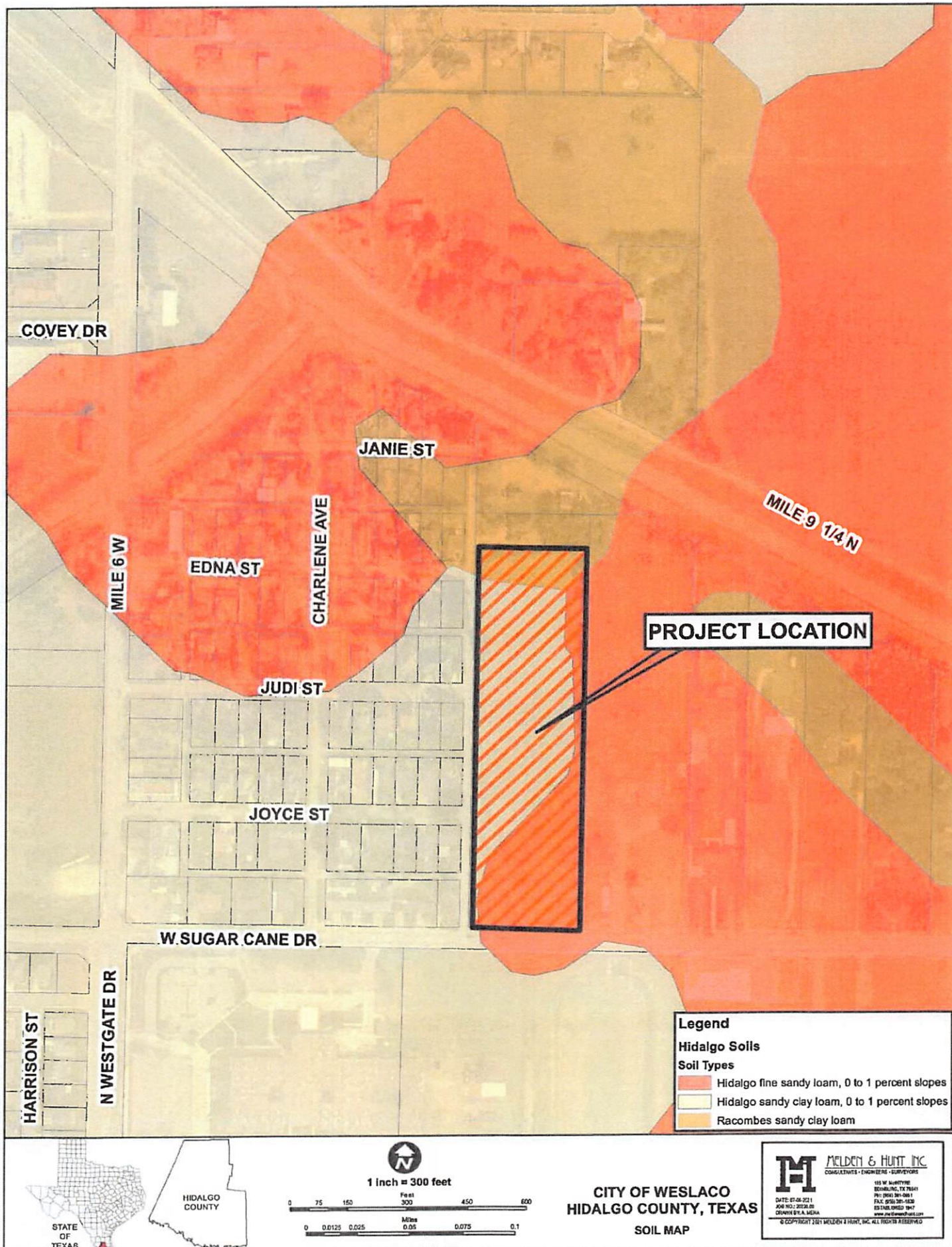
CITY OF WESLACO
HIDALGO COUNTY, TEXAS

USGS MAP

M MELDEN & HUNT INC.
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Hydrologic Soil Group—Hidalgo County, Texas



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

7/8/2021
Page 1 of 4

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

-  A
-  A/D
-  B
-  B/D
-  C
-  C/D
-  D
-  Not rated or not available

Soil Rating Lines

-  A
-  A/D
-  B
-  B/D
-  C
-  C/D
-  D
-  Not rated or not available

Soil Rating Points

-  A
-  A/D
-  B
-  B/D

-  C
-  C/D
-  D
-  Not rated or not available

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 19, Jun 11, 2020

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.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
25	Hidalgo fine sandy loam, 0 to 1 percent slopes	B	2.0	35.5%
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	B	3.2	57.0%
48	Racombe sandy clay loam, 0 to 1 percent slopes	B	0.4	7.5%
Totals for Area of Interest			5.6	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Aggregation is the process by which a set of component attribute values is reduced to a single value that represents the map unit as a whole.

A map unit is typically composed of one or more "components". A component is either some type of soil or some nonsoil entity, e.g., rock outcrop. For the attribute being aggregated, the first step of the aggregation process is to derive one attribute value for each of a map unit's components. From this set of component attributes, the next step of the aggregation process derives a single value that represents the map unit as a whole. Once a single value for each map unit is derived, a thematic map for soil map units can be rendered. Aggregation must be done because, on any soil map, map units are delineated but components are not.

For each of a map unit's components, a corresponding percent composition is recorded. A percent composition of 60 indicates that the corresponding component typically makes up approximately 60% of the map unit. Percent composition is a critical factor in some, but not all, aggregation methods.

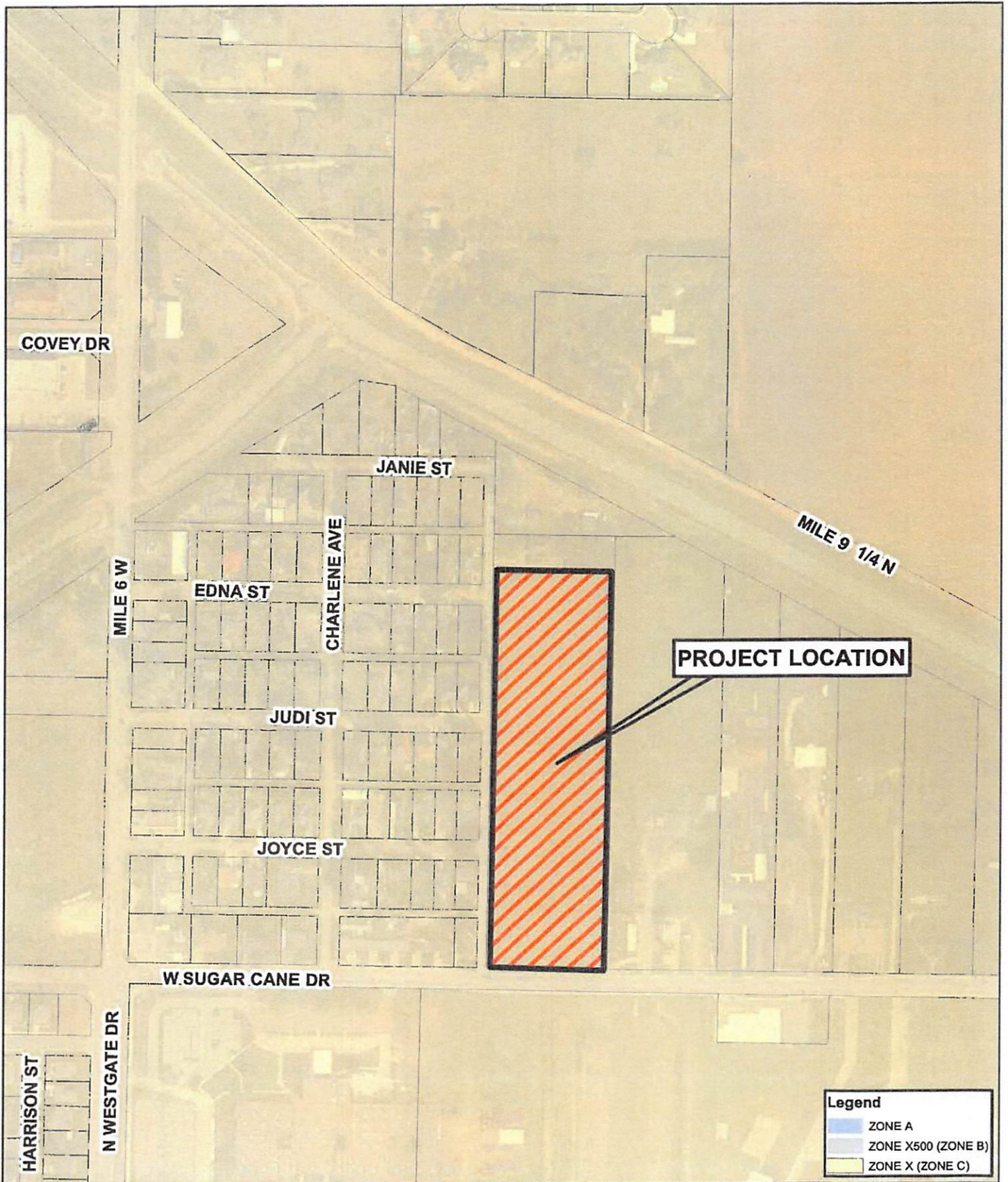
The aggregation method "Dominant Condition" first groups like attribute values for the components in a map unit. For each group, percent composition is set to the sum of the percent composition of all components participating in that group. These groups now represent "conditions" rather than components. The attribute value associated with the group with the highest cumulative percent composition is returned. If more than one group shares the highest cumulative percent composition, the corresponding "tie-break" rule determines which value should be returned. The "tie-break" rule indicates whether the lower or higher group value should be returned in the case of a percent composition tie. The result returned by this aggregation method represents the dominant condition throughout the map unit only when no tie has occurred.

Component Percent Cutoff: None Specified

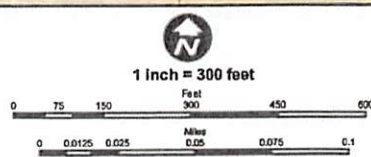
Components whose percent composition is below the cutoff value will not be considered. If no cutoff value is specified, all components in the database will be considered. The data for some contrasting soils of minor extent may not be in the database, and therefore are not considered.

Tie-break Rule: Higher

The tie-break rule indicates which value should be selected from a set of multiple candidate values, or which value should be selected in the event of a percent composition tie.



Legend	
	ZONE A
	ZONE X500 (ZONE B)
	ZONE X (ZONE C)

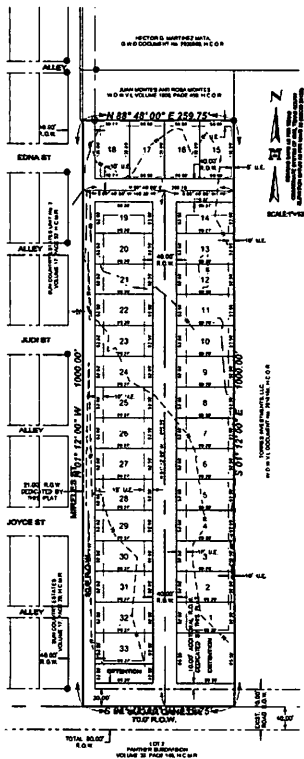


CITY OF WESLACO
HIDALGO COUNTY, TEXAS
FEMA MAP

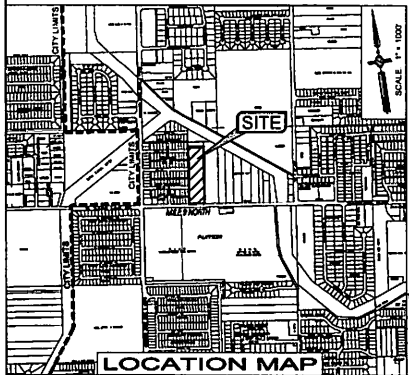
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DATE: 07-18-2021
 JOB NO.: 2020-08
 DRAWN BY: A. MENA
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LEGEND
 ● FOUND SURVEY MARK
 ○ FOUND PIPE
 B.B. BACK OF CURB TO BACK OF CURB
 R.O.W. RIGHT OF WAY
 H.C.O. HIDALGO COUNTY OFFICIAL RECORDS
 H.C.O. HIDALGO COUNTY OFFICIAL RECORDS



Lot Area Table	Lot Area Table
Lot 1 90.37 sq. ft.	Lot 21 90.37 sq. ft.
Lot 2 90.37 sq. ft.	Lot 22 90.37 sq. ft.
Lot 3 90.37 sq. ft.	Lot 23 90.37 sq. ft.
Lot 4 90.37 sq. ft.	Lot 24 90.37 sq. ft.
Lot 5 90.37 sq. ft.	Lot 25 90.37 sq. ft.
Lot 6 90.37 sq. ft.	Lot 26 90.37 sq. ft.
Lot 7 90.37 sq. ft.	Lot 27 90.37 sq. ft.
Lot 8 90.37 sq. ft.	Lot 28 90.37 sq. ft.
Lot 9 90.37 sq. ft.	Lot 29 90.37 sq. ft.
Lot 10 90.37 sq. ft.	Lot 30 90.37 sq. ft.
Lot 11 90.37 sq. ft.	Lot 31 90.37 sq. ft.
Lot 12 90.37 sq. ft.	Lot 32 90.37 sq. ft.
Lot 13 90.37 sq. ft.	Lot 33 90.37 sq. ft.

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PLAT OF **SUGARCANE ESTATES SUBDIVISION**

BEING A RESUBDIVISION OF 5.963 ACRES SITUATED IN THE CITY OF WESLACO, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF FARM TRACT 141, THE WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS

METES AND BOUNDS DESCRIPTION

- A TRACT OF LAND CONTAINING 5.963 ACRES SITUATED IN THE CITY OF WESLACO, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF FARM TRACT 141, THE WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS, SAID 5.963 ACRES WERE CONVEYED TO HARM CONSTRUCTION, LLC BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 218841, HIDALGO COUNTY OFFICIAL RECORDS, SAID 5.963 OF ONE ACRE ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- COMMENCING AT THE SOUTHEAST CORNER OF SAID FARM TRACT 141;
- THENCE, S 89° 48' 00" W WITHIN THE EXISTING RIGHT-OF-WAY OF SUGAR CANE ROAD, A DISTANCE OF 340.35 FEET TO A NAIL SET, FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;
- THENCE, S 89° 48' 00" W WITHIN THE EXISTING RIGHT-OF-WAY OF SUGAR CANE ROAD, A DISTANCE OF 336.75 FEET TO A NAIL SET, FROM WHICH A NO. 4 REBAR FOUND BEARS N 81° 15' 40" W AT A DISTANCE OF 40.63 FEET; S 89° 48' 00" W FROM PIPE FOUND BEARS N 30° 48' 37" E A DISTANCE OF 38.30 FEET, FOR THE SOUTHWEST CORNER OF THIS TRACT;
- THENCE, N 89° 48' 00" E AT A DISTANCE OF 20.77 FEET PASS AN IRON PIPE FOUND IN LINE, AT A DISTANCE OF 31.43 FEET PASS A NO. 4 REBAR SET ON THE EXISTING EAST RIGHT-OF-WAY OF WHEELS STREET, CONTINUING A TOTAL DISTANCE OF 234.75 FEET TO A NO. 4 REBAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;
- THENCE, S 81° 17' 00" E AT A DISTANCE OF 870.00 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF SUGAR CANE ROAD, CONTAINING A TOTAL DISTANCE OF 1,600.00 FEET THE POINT OF BEGINNING AND CONTAINING 5.963 ACRES, OF WHICH 0.19 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF SUGAR CANE ROAD AND 0.47 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF WHEELS STREET, LEAVING A NET OF 5.32 ACRES OF LAND, MORE OR LESS.

GENERAL PLAT NOTES & RESTRICTIONS

- SETBACKS:
 FRONT 35'
 REAR 20% OF LOT DEPTH NEED NOT EXCEED 35'
 SIDE 10'
 SIDE CORNER 12'
 C/O, SEE SEC. 107
 THE AVERAGE LOT DEPTH SHALL BE USED TO DETERMINE THE DIMENSION USED WHEN CALCULATING THE 20% LOT DEPTH FOR IRREGULAR LOTS
- FLOOD ZONE DESIGNATION
 THIS SUBDIVISION LIES ON FLOOD ZONE "X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN (COMMUNITY PANEL NUMBER: 48028 8400-C, MAP REVISED: JUNE 8, 2020)
- MINIMUM FINISH FLOOR ELEVATION SHALL BE 1' ABOVE TOP OF CURB LOCATED IN THE CENTER FRONT OF THE LOT
- BENCHMARK NOTES
 BENCHMARK No. 1: SET SQUARE CUT ON TOP OF PILET, NORTHING 1860583.808, EASTING 1484648.222, ELEVATION 78.82
- NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENT'S. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHIRRES, TREES AND OTHER PLANTINGS EXCEPT LOW, LESS THAN 10' MATURE TREES, GROUND COVER, GRASS OR FLOWERS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT
- DRAINAGE
 IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF _____ CUBIC FEET OF STORMWATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED BY DETAINING. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINED AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE SUPERVISORY AREA BEING GREATER THAN ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION
- STORMWATER POLLUTION PREVENTION PLAN PRIOR TO BUILDING
- A POST SIDEWALK IS REQUIRED ALONG ALL INTERIOR 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
- FOLLOW LANDSCAPE ORDINANCE AS PER CITY REQUIREMENTS
- STREET LIGHT MUST BE LOCATED EVERY 300 FEET
- NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT
- CORNERS LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT THE FURTHEST POSSIBLE POINT FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE
- COMMON AREAS, PRIVATE STREETS, AND DETENTION PONDS MUST BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF WESLACO
- ALL INTERIOR LOT CORNERS ARE SET BY NO. 4 REBARS WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES
- THE OWNERS/DEVELOPERS SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE CITY OF WESLACO AND ENGINEERING FIRM FROM ALL OBLIGATIONS TO MAINTAIN ANY SAID STREETS AND FROM ANY LIABILITY ARISING OUT OF OR INCIDENT TO SUCH STREETS

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 8

DATED THIS _____ DAY OF _____, 20____

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 8
- RIGHT OF WAY AND EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HICOM
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORMWATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORMWATER WHEN THE LAND WAS IN AGRICULTURAL USE
- HICOM WILL NOT BE RESPONSIBLE FOR THE STORMWATER WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION, AS WELL AS HICOM WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION IF DESIRED, THIS WILL NOT BE AT THE DISTRICT'S EXPENSE
- HICOM HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITY SYSTEMS DESIGN ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS

GENERAL ENDORSEMENT
 HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 8

DRAWN BY: _____ DATE: 08-19-21
 SURVEYED, CHECKED: _____ DATE: _____
 FINAL CHECK: _____ DATE: _____

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: MORMAN TOWNSHIP	217 S. 10TH ST.	HOUSTON, TEXAS 77001		
ENGINEER: MARCO A. PERNA	118 W. ARMY TRAIL	EDINBURG, TX 78841	(281) 361-0891	(281) 361-1979
SURVEYOR: MARCO A. PERNA, S.C.P.S. & P.E.	118 W. ARMY TRAIL	EDINBURG, TX 78841	(281) 361-0891	(281) 361-1979

STATE OF TEXAS
 COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS SUBDIVISION ESTATES, DO HEREBY GRANT AN EASEMENT TO THE CITY OF WESLACO AND THOSE WHO MAY NOW OR HEREFTER BE THE PERSONS WHO MAY USE THE USE OF STREETS, ALLEYS, AND EASEMENTS THEREON, SUBJECT TO THE USE OF THE STREETS AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF WESLACO, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF WESLACO, RESIDENTS OF THE SUBDIVISION, AND THEIR GUESTS

GRANT CONSTRUCTION, LLC
 NORMAN TOWNSHIP
 217 S. 10TH ST.
 HOUSTON, TEXAS 77001

STATE OF TEXAS
 COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED CHANDLER BERNARD CHANDLER, CHAIRMAN OF THE CITY OF WESLACO, COUNTY OF HIDALGO, TEXAS, WHO, BEING BY ME FIRST DULY SHOWN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE WOULD EXECUTE THE SAME FOR THE PURPOSES AND CONSIDERATIONS THE CITY EXPRESSED

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

CITY OF WESLACO, THE STATE OF TEXAS
 MY COMMISSION EXPIRES _____

THE STATE OF TEXAS
 COUNTY OF HIDALGO

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

DATED THIS THE _____ DAY OF _____, 20____

ENGINEER: MARCO A. PERNA
 STATE OF TEXAS
 DATE PREPARED: 8-18-21
 ENGINEERING JOB NO. 2020-00



STATE OF TEXAS
 COUNTY OF HIDALGO

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

DATED THIS THE _____ DAY OF _____, 20____

PROFESSIONAL LAND SURVEYOR NO. 4750

DATE SURVEYED: 10/13/20
 T-1611, P.D. 19-21
 SURVEY JOB # 1921-08



I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHENEVER MY APPROVAL IS REQUIRED

APPROVED THIS THE _____ DAY OF _____, 20____

CHAIRPERSON, PLANNING AND ZONING COMMISSION

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

CITY OF WESLACO

CITY CLERK

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 TEXAS WATER CODE § 46.11 (C) THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES SHOWN ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS

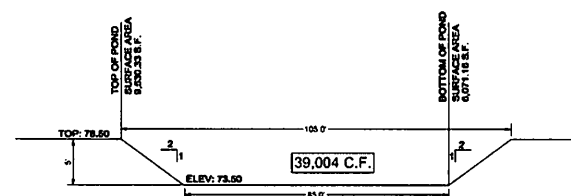
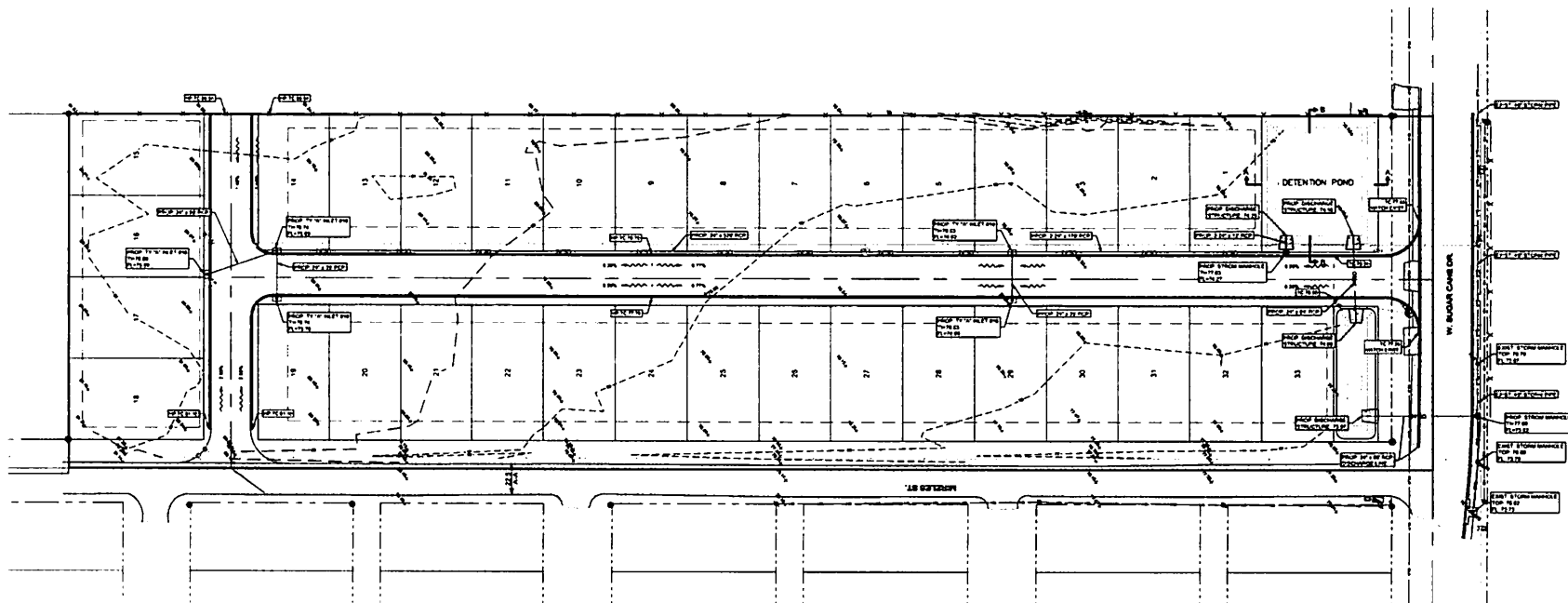
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RULE 1, DESIGN TYPE C/FM
 OR NEAR MANAGER

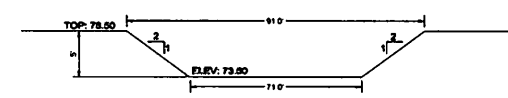


FILED FOR RECORD IN
 HIDALGO COUNTY
 ARTURO GUJARDO, JR.
 HIDALGO COUNTY CLERK

ON _____ AT _____ AM/P.M.
 INSTRUMENT NUMBER _____
 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
 BY: _____ DEPUTY



CROSS SECTION "A-A"
N.T.S.
(A1) 9,530.33 + (A2) 9,071.18 = 18,601.51 / 2 = 7,800.75 (P) = 39,004 C.F.



CROSS SECTION "B-B"
N.T.S.

DETECTION REQUIRED: 38,032 C.F.
DETECTION PROVIDED: 39,004 C.F.



JOB No 21375.00	
PROJECT NO	DATE
PROJECT TITLE	BY
1. DESIGN DATE	2. RELEASE DATE
3. DESIGN DATE	4. RELEASE DATE
1" = 50'	
ARDEN & HUNT, INC. CONSULTING ENGINEERS & SURVEYORS 1000 N. GULF BLVD., SUITE 100 FORT WORTH, TEXAS 76102 PHONE: (817) 335-1111 FAX: (817) 335-1112	
THE ACCURACY OF THE DATA AND THE QUALITY OF THE WORK SHOWN ON THIS PLAN IS THE RESPONSIBILITY OF THE CLIENT AND THE ENGINEER.	
SUGARCANE SUBDIVISION WESLACO, TEXAS	
UTILITY LAYOUT	
Copyright 2000 Arden & Hunt, Inc. All Rights Reserved. File Name: 10000.DWG SHEET 1 OF 1	



Rio Grande Valley Emergency Communication District

Sheriff J. E. "Eddie" Guerra, Hidalgo County Sheriff..... President
Mayor Gilbert Gonzales, Raymondville Vice President
Mayor David Suarez, Weslaco..... Secretary
Mayor Pro-Tem Joaquin "J.J." Zamora, McAllen..... Treasurer

September 30, 2021

RGV9-1-1 BOARD OF MANAGERS

Arturo Galvan Jr.
Mayor Pro Tem, Alton

Richard Molina
Mayor, Edinburg

Alonzo "AL" Perez Jr
Mayor, Elsa

Yvette Cabrera
Mayor, Granjeno

Oscar D. Montoya
Mayor, Mercedes

Rodrigo "Rigo" Lopez
Mayor, Penitas

Alma D. Salinas
Mayor, Sullivan City

Lydia Flores, Administrative Assistant
Melden & Hunt, Inc
115 McIntyre St
Edinburg, TX 78578541

The RGVECD 9-1-1 Dept. acknowledges the
notification on the following **PROPOSED NAMES:**

**STEVIA DR
TRUVIA LN**

to be part of **SUGARCANE ESTATES** in the Weslaco community.

A query was done on the state 9-1-1 database and found no conflict for
the proposed names to be used.

ACKNOWLEDGED ON: September 30, 2021
RESEARCHED BY: Savannah Arredondo
TITLE: Customer Service Representative II

STAFF:

EXECUTIVE DIRECTOR
Manuel "Manny" Cruz

DIRECTOR OF PUBLIC SAFETY
Randall Snyder

RGV9-1-1 DISTRICT OFFICE: 1912 Joe Stephens Ave. *Weslaco, TX 78599 TEL: (956) 682-3481 Ext. 174

ADMINISTRATIVE AGENT: LRGVDC MAIN OFFICE * 301 W. Railroad ST.* Weslaco, TX * 78596 * TEL: (956) 682-3481
TTY FOR HEARING IMPAIRED: 1-800-735-2989 WEBSITE: www.lrgvdc911.org



APPLICATION FOR SUBDIVISION VARIANCE

VAR-000175-2021

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: SUGARCANE ESTATES

Location: MIRELES STREET & W. SUGAR CANE DR.

Legal Description: RESUBDIVISION OF 5.963 ACRES BEING A PART OR PORTION O/O FARM TRACT 141

WEST & ADAMS TRACT SUBDIVISION

VARIANCE TYPE:

☐ Streetlights ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Fire Hydrants ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☒ Setbacks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Drainage ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Minimum Lot Size ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☒ Other ROAD ROW ☒ YES ☐ NO

Describe in detail the reason for the variance request:

PROPOSING A 36' ROAD ROW INSTEAD OF 50'. PAVING FULL 36' ROAD WIDTH WITH ADJACENT 15'
SIDEWALK/UTILITY EASEMENT

OWNER INFORMATION

Owner's Name: Ammo Construction, LLC Telephone: C/O (956) 381-0981
Address: 317 S. Main Street Fax: c/o (956) 381-1839
City: McAllen State: TX Zip: 78501 E-mail: c/o mario@meldenandhunt.com

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: _____

Owner Signature: _____ Date: _____

MELDEN & HUNT, INC. C/O MARIO A. REYNA, P.E. is the authorized agent

Authorized Agent Signature:  Digitally signed by Mario A. Reyna
DN: cn = Mario A. Reyna, email = mario@meldenandhunt.com C = US O = Melden and Hunt Inc. OU =
/C=US/E=mario@meldenandhunt.com Date: 1/7/22

Authorized Agent Printed Name: MARIO A. REYNA, P.E.

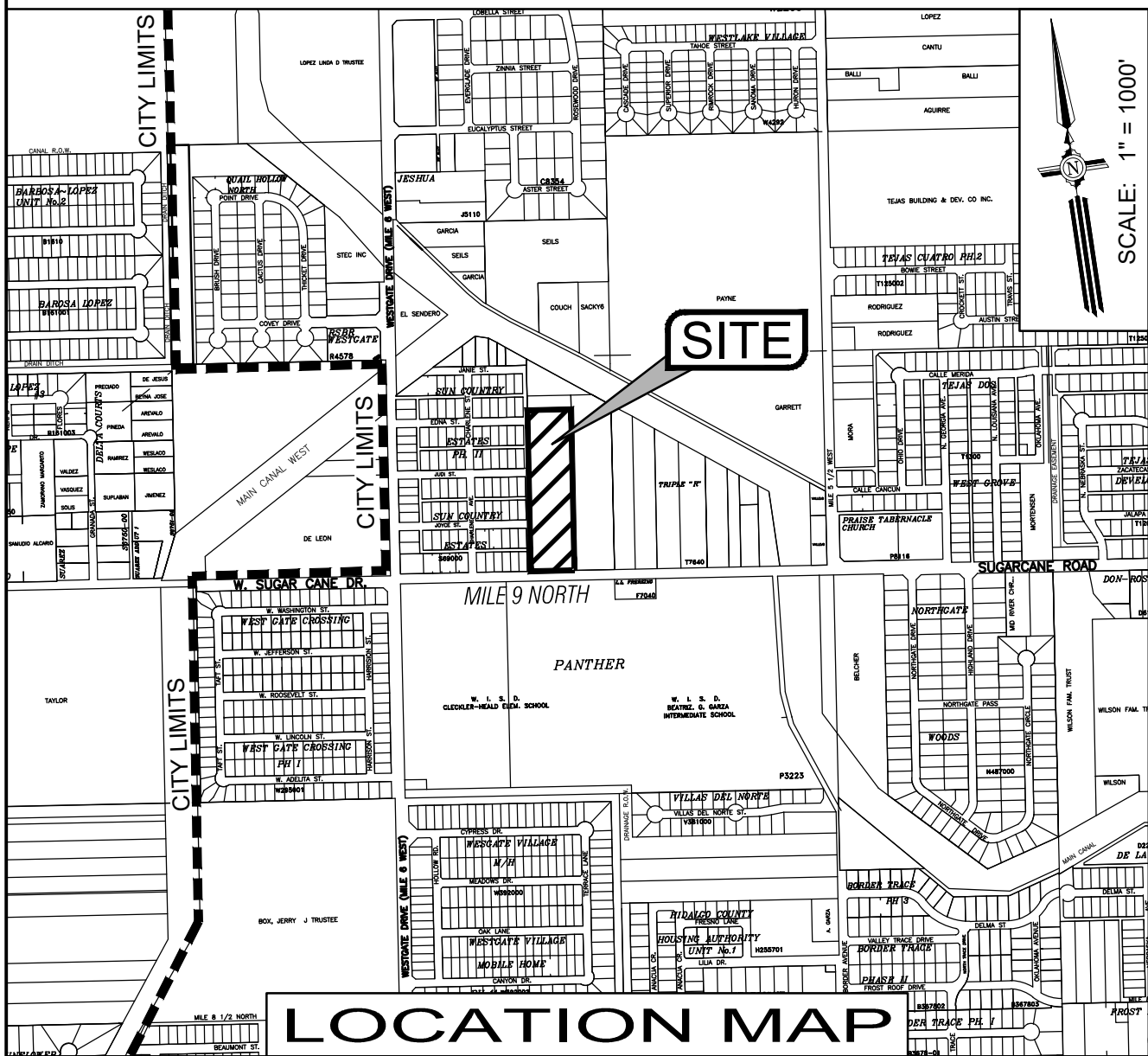
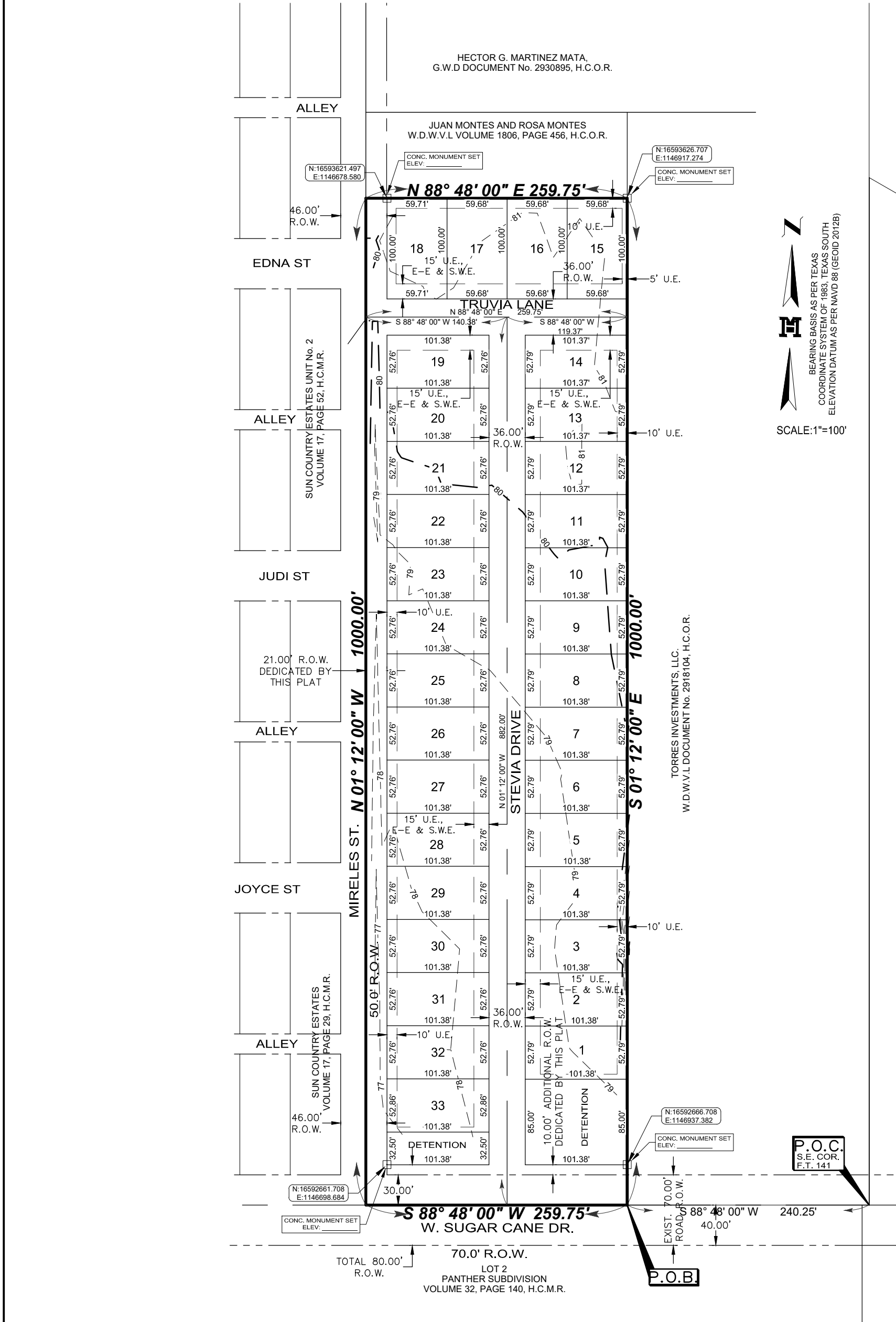
THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Meeting _____ City Commission Mtg _____

Variance Granted: _____

General Comments: _____



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

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

PLAT OF
SUGARCANE ESTATES
SUBDIVISION

BEING A RESUBDIVISION OF 5.963 ACRES SITUATED IN THE CITY OF WESLACO, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF FARM TRACT 141, THE WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 5.963 ACRES SITUATED IN THE CITY OF WESLACO, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF FARM TRACT 141, THE WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS, SAID 5.963 ACRES WERE CONVEYED TO AMMO CONSTRUCTION, LLC BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 3196641, HIDALGO COUNTY OFFICIAL RECORDS, SAID 5.963 OF ONE ACRE ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID FARM TRACT 141;

THENCE, S 88° 48' 00" W WITHIN THE EXISTING RIGHT-OF-WAY OF SUGAR CANE ROAD, A DISTANCE OF 240.25 FEET TO A NAIL SET, FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 88° 48' 00" W WITHIN THE EXISTING RIGHT-OF-WAY OF SUGAR CANE ROAD, A DISTANCE OF 259.75 FEET TO A NAIL SET, FROM WHICH A NO. 4 REBAR FOUND BEARS N 42° 15' 40" W A DISTANCE OF 40.03 FEET & AN IRON PIPE FOUND BEARS N 33° 48' 37" E A DISTANCE OF 36.30 FEET, FOR THE SOUTHWEST CORNER OF THIS TRACT;

2. THENCE, N 01° 12' 00" W WITHIN THE EXISTING RIGHT-OF-WAY OF MIRELES STREET, A DISTANCE OF 1,000.00 FEET TO A NAIL SET FOR THE NORTHWEST CORNER OF THIS TRACT;

3. THENCE, N 88° 48' 00" E AT A DISTANCE OF 20.77 FEET PASS AN IRON PIPE FOUND IN LINE, AT A DISTANCE OF 21.42 FEET PASS A NO. 4 REBAR SET ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MIRELES STREET, CONTINUING A TOTAL DISTANCE OF 259.75 FEET TO A NO. 4 REBAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;

4. THENCE, S 01° 12' 00" E AT A DISTANCE OF 970.00 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF SUGAR CANE ROAD, CONTINUING A TOTAL DISTANCE OF 1,000.00 FEET THE POINT OF BEGINNING AND CONTAINING 5.963 ACRES, OF WHICH 0.173 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF SUGAR CANE ROAD AND 0.477 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF MIRELES STREET, LEAVING A NET OF 5.307 ACRES OF LAND, MORE OR LESS.

GENERAL PLAT NOTES & RESTRICTIONS:

- SETBACKS:
FRONT: 25'
REAR: 20% OF LOT DEPTH NEED NOT EXCEED 25'
SIDE: 5'
SIDE CORNER: 10'
CUL-DE-SAC: 20'

THE AVERAGE LOT DEPTH SHALL BE USED TO DETERMINE THE DIMENSION USED WHEN CALCULATING THE 20% LOT DEPTH FOR IRREGULAR LOTS.
- FLOOD ZONE DESIGNATION:
THIS SUBDIVISION LIES ON FLOOD ZONE "X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY-PANEL NUMBER: 480334 0450 C, MAP REVISED: JUNE 6, 2000.
- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB LOCATED IN THE CENTER FRONT OF THE LOT.
- BENCHMARK NOTES:
BENCHMARK No. 1: SET SQUARE CUT ON TOP OF INLET. NORTHING: 16592593.9080, EASTING: 1146649.2220, ELEVATION: 76.62.
- NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHTS, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 36,032 CUBIC FEET (0.827 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
- STORM WATER POLLUTION PREVENTION PLAN PRIOR TO BUILDING.
- A 5-FOOT SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON THE ISSUANCE OF A NOTICE TO PROCEED.
- FOLLOW LANDSCAPE ORDINANCE AS PER CITY REQUIREMENTS.
- STREET LIGHT MUST BE LOCATED EVERY 300 FEET.
- NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
- CORNERS LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT THE FURTHEST POSSIBLE POINT FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
- COMMON AREAS, PRIVATE STREETS, AND DETENTION PONDS MUST BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF WESLACO.
- ALL INTERIOR LOT CORNERS ARE SET BY NO. 4 REBARS WITH PLASTIC CAP STAMPED MELDEN & HUNT.
- ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.
- THE OWNER(S)/DEVELOPER(S) SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE CITY OF WESLACO AND INDEMNIFYING IT FROM ALL OBLIGATIONS TO MAINTAIN SAID STREETS AND FROM ANY LIABILITY ARISING OUT OF OR INCIDENT TO SUCH STREETS.

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 WITHIN THIS SUBDIVISION. AS WELL, HCCID#9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN 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

DRAWN BY: CESAR & OG DATE: 02-18-2022
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: MOHAN TEWANI, MANAGER	317 S. MAIN ST	MALLEN, TEXAS 78501		
ENGINEER: MARIO A. REYNA	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR: FRED L. KURTH, R.P.L.S. & P.E.	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS SUGARCANE ESTATES SUBDIVISION, DO HEREBY GRANT AN EASEMENT TO THE CITY OF WESLACO AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE USE OF STREETS, ALLEYS, AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREETS AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF WESLACO, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF WESLACO, RESIDENTS OF THE SUBDIVISION, AND THEIR GUESTS.

AMMO CONSTRUCTION, LLC
MOHAN TEWANI
317 S. MAIN ST
MALLEN, TEXAS 78501

DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED CHANDER SHEKHAR GIANCHANDANI KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

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

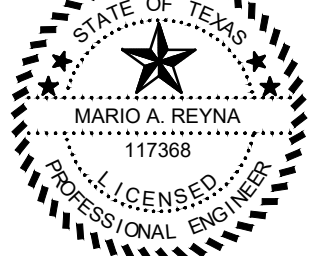
NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES: _____

THE STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE _____ DAY OF _____, 20____.

TEXAS REGISTRATION F-1435



MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS

DATE PREPARED: 6-18-21
ENGINEERING JOB No. 20220.00

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE _____ DAY OF _____, 20____.



FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No. 4750
STATE OF TEXAS

DATE SURVEYED: 10/13/20
T-1111, PG. 19-21
SURVEY JOB # 20578.08

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

APPROVED THIS THE _____ DAY OF _____, 20____.

CHAIRPERSON, PLANNING AND ZONING COMMISSION

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

MAYOR, CITY OF WESLACO _____ DATE _____

CITY CLERK _____ DATE _____

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 TEXAS WATER CODE §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 THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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



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

ON: _____ AT _____ AM/PM

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

BY: _____ DEPUTY



SCALE: 1"=4'

20220.00

MELDEN & HUNT INC.
CONSULTANTS' ENGINEERS SURVEYORS

115 W. MCINTYRE	227 N. F.M. 3167
EDINBURGH, TX 78541	RD GRADUE CTRY, TX 78552
PH: (956) 381-0981	PH: (956) 487-8256
FAX: (956) 381-1839	FAX: (956) 488-8591
ESTABLISHED 1947	WWW.MELDENANDHUNT.COM



PROJECT ENG.: M.J.
T-BOOK ---, PG
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
PAGE

ON JULY 15, 2021, IT IS NOT
TO BE USED FOR CONSTRUCTION
BIDDING OR PERMIT PURPOSES.

WESLACO, TEXAS

UTILITY LAYOUT

File Name: 20220.00

SHEET 1 OF 19



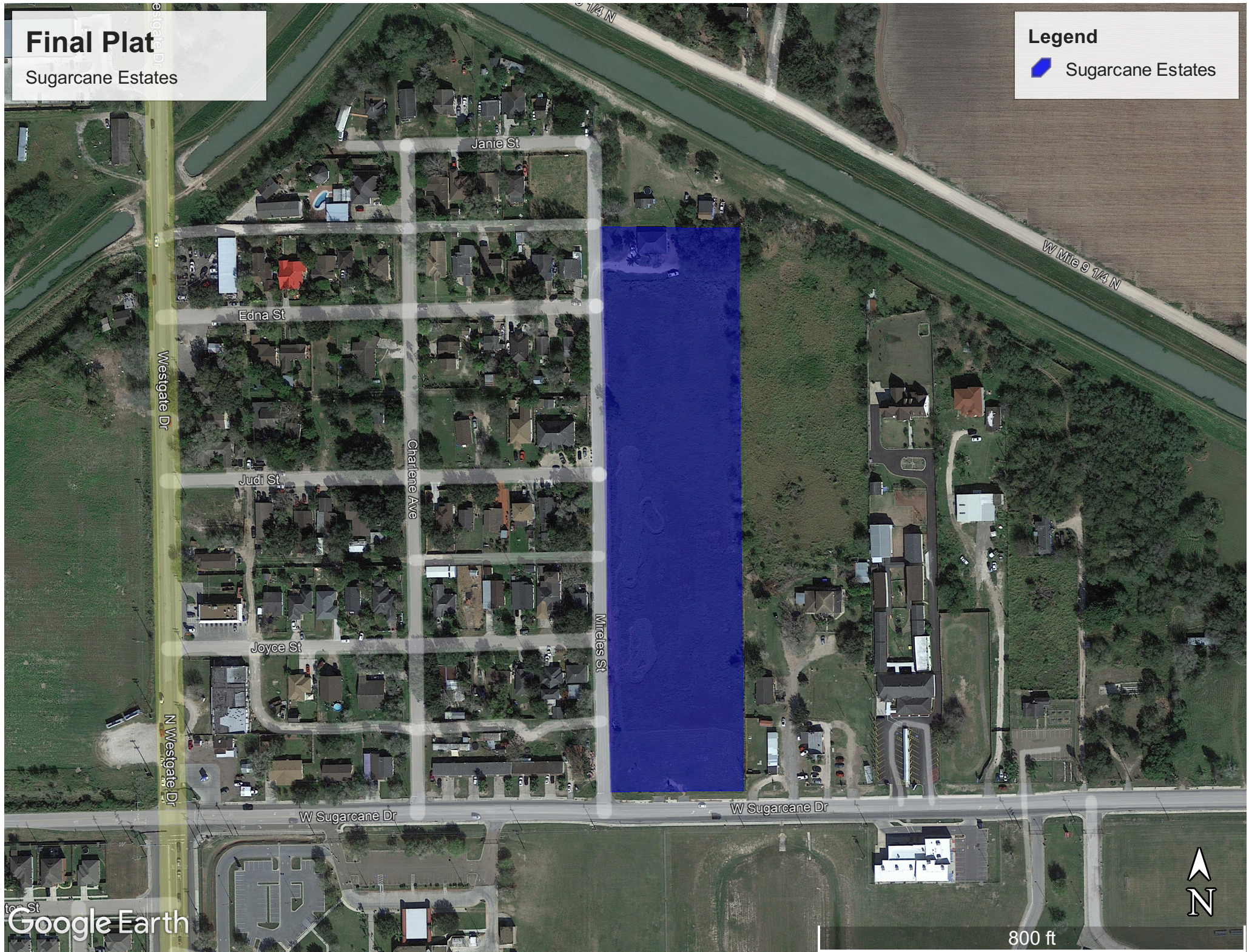
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Final Plat

Sugarcane Estates

Legend

 Sugarcane Estates





Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5288	
From:			
Subject: Discussion and reconsideration to approve the Final Plat for Highland Manor PH 2—being a re-subdivision of 13.46 acres out of Farm Tract 238 and 239, West And Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on FM 1015 & Mile 11 North and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The Subdivision was previously approved by the Commission on July 20, 2021, as a seventeen (17) lot subdivision. The developer is requesting to add an additional lot.			
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 Subdivision was previously approved by the Commission on July 20, 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 final plat at their regular meeting of March 9, 2022.			
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval of Final Plat			
Attachments, if any: Highland Manor- Memo, Highland Manor- aerial f, Plat Sheet Highland Manor ph2			
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

Martin Garza, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Highland Manor- Final Plat

DATE: March 30, 2022

The proposed use for the 18-lot subdivision will be a one-family dwelling residential development with narrow lots, located outside the Weslaco City limits. The proposed subdivision was previously approved by the City Commission on September 15, 2020, as a 17-lot subdivision. The developer was able to remove an abandoned gas easement, which allowed them to add the additional lot. The developer has complied with all staff and Planning & Zoning Commission comments.

Thank you,

Rebekah de la Fuente, CFM

Final Plat

Highland Manor Phase II

Legend

 Highland Manor Phase II

Chloe Rae Cir

Nicolas Cir

Sasha Cir

Nicole Ave

Mile 11 N

Sable Dr

Sago Dr

Coco Dr

Google Earth

Date Dr

© 2021 Google

© 2021 INEGI

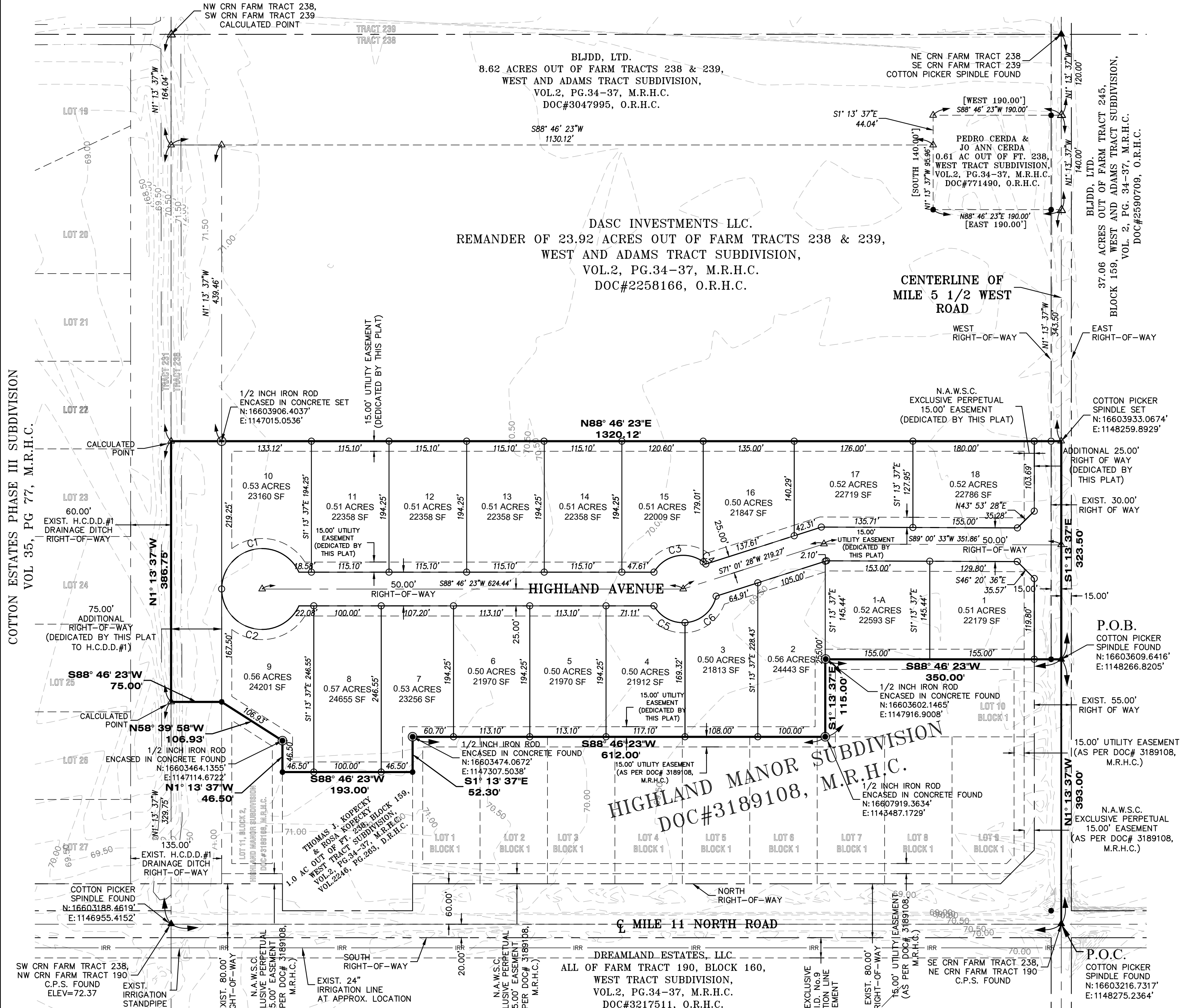
Mile 5 1/2 W



1000 ft

HIGHLAND MANOR PHASE 2 SUBDIVISION

BEING A 11.79 ACRES TRACT OF LAND OUT OF FARM TRACT 238, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS



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

I, **DASC INVESTMENTS LLC**, AS OWNER OF THE 11.79 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED **HIGHLAND MANOR PHASE 2 SUBDIVISION**, HEREBY SUBDUDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARKS, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUANTITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

DAVID GARCIA – SOLE MEMBER
DASC INVESTMENTS, LLC
4104 COCONUT PALM DRIVE
PALMHURST, TX. 78573

STATE OF TEXAS – COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

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

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

NOTARY PUBLIC MY COMMISSION EXPIRES _____

NAME	ADDRESS	PHONE & FAX
OWNER(S): DAVID GARCIA – DASC INVESTMENTS LLC	4104 COCONUT PALM DRIVE	PALMHURST, TX. 78573 (956) 351-7291
SURVEYOR: IVAN GARCIA	P.E. R.P.L.S. 921 S. 10TH AVENUE	EDINBURG, TX. 78539 (956) 380-5152 (956) 380-5083
ENGINEER: IVAN GARCIA	P.E. R.P.L.S. 921 S. 10TH AVENUE	EDINBURG, TX. 78539 (956) 380-5152 (956) 380-5083

STATE OF TEXAS – CITY OF WESLACO
PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF WESLACO, HEREBY CERTIFY THAT **HIGHLAND MANOR PHASE 2 SUBDIVISION** PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CITY MAYOR _____ DATE _____ ATTEST: CITY SECRETARY _____ DATE _____

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

PLANNING AND ZONING COMMISSION CHAIRMAN _____ DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **HIGHLAND MANOR PHASE 2 SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON THIS ____ DAY OF _____ 2022.

HIDALGO COUNTY JUDGE _____ DATE _____
ATTEST: HIDALGO COUNTY CLERK _____ DATE _____

ENVIRONMENTAL HEALTH DIVISION MANAGER _____ DATE _____

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	162.71	60.00	155.38	N76° 27' 39"E	117.24
C2	162.71	60.00	155.38	N78° 54' 54"W	117.24
C3	84.14	50.00	96.42	S76° 58' 56"W	74.56
C4	5.09	50.00	5.83	S51° 53' 31"E	5.09
C5	55.05	50.00	63.08	N62° 45' 56"W	52.31
C6	65.16	50.00	74.67	N48° 21' 36"E	60.65

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **HIGHLAND MANOR PHASE 2 SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS ____ DAY OF _____ 2022.

HIDALGO COUNTY JUDGE _____ DATE _____
ATTEST: HIDALGO COUNTY CLERK _____ DATE _____

SCALE: 1" = 100'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

METES AND BOUNDS DESCRIPTION

BEING A 11.79 ACRES TRACT OF LAND OUT OF FARM TRACT 238, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 11.79 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON-PICKER-SPINDLE FOUND AT THE SOUTHEAST CORNER OF THE SAID FARM TRACT 238, SAME BEING A POINT ON THE CENTERLINE OF MILE 11 NORTH ROAD AND THE CENTERLINE OF MILE 5 1/2 WEST ROAD.

THENCE N 1°13'37" W ALONG THE EAST LINE OF THE SAID FARM TRACT 238, SAME BEING ALONG THE CENTERLINE OF MILE 5 1/2 WEST ROAD, A DISTANCE OF 393.00 FEET TO A 1/2-INCH IRON ROD ENCASED IN CONCRETE FOUND, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE S 88°46'23" W ACROSS THE SAID FARM TRACT 238, SAME BEING PARALLEL TO THE SOUTH LINE OF THE SAID FARM TRACT 238, PASSING AT 15.00 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND ON THE EXISTING WEST RIGHT-OF-WAY LINE OF MILE 5 1/2 WEST ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 350.00 FEET TO A 1/2-INCH IRON ROD ENCASED IN CONCRETE FOUND, FOR A CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE S 1°13'37" E ACROSS THE SAID FARM TRACT 238, SAME BEING PARALLEL TO THE EAST LINE OF THE SAID FARM TRACT 238, SAME BEING ALONG THE NORTH BOUNDARY LINE OF HIGHLAND MANOR SUBDIVISION, RECORDED IN DOCUMENT# 3189108, MAP RECORDS OF HIDALGO COUNTY, A DISTANCE OF 115.00 FEET TO A 1/2-INCH IRON ROD ENCASED IN CONCRETE FOUND FOR A CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE S 88°46'23" W ACROSS THE SAID FARM TRACT 238, SAME BEING PARALLEL TO THE SOUTH LINE OF THE SAID FARM TRACT 238, SAME BEING ALONG THE NORTH BOUNDARY LINE OF THE SAID HIGHLAND MANOR SUBDIVISION, A DISTANCE OF 812.00 FEET TO A 1/2-INCH IRON ROD ENCASED IN CONCRETE FOUND FOR A CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE S 1°13'37" E ACROSS THE SAID FARM TRACT 238, FOR A DISTANCE OF 52.30 FEET TO A 1/2-INCH IRON ROD FOUND, SAME BEING THE NORTHEAST CORNER OF A CAPPED 10 ACRE TRACT DESCRIBED IN A WARRANTY DEED CONVEYED TO THOMAS J. KORSECKY, FOR HIMSELF AND WIFE ROSA KORSECKY, DATED FEBRUARY 8, 1986, RECORDED IN VOLUME 2248, PAGE 265, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE S 88°46'23" W ACROSS THE SAID FARM TRACT 238, SAME BEING PARALLEL TO THE SOUTH LINE OF THE SAID FARM TRACT 238, SAME BEING ALONG THE NORTH LINE OF THE SAID 1.00 ACRE KORSECKY TRACT, A DISTANCE OF 193.00 FEET TO A 1/2-INCH IRON ROD ENCASED IN CONCRETE FOUND, FOR A CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE S 1°13'37" E ACROSS THE SAID FARM TRACT 238, FOR A DISTANCE OF 46.50 FEET TO A 1/2-INCH IRON ROD ENCASED IN CONCRETE FOUND, FOR A CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE N 88°39'58" W ACROSS THE SAID FARM TRACT 238, A DISTANCE OF 106.93 FEET TO A 1/2-INCH IRON ROD FOUND, FOR A CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE S 88°46'23" W ACROSS THE SAID FARM TRACT 238, SAME BEING PARALLEL TO THE SOUTH LINE OF THE SAID FARM TRACT 238, TO A POINT ON THE WEST LINE OF THE SAID FARM TRACT 238, A DISTANCE OF 73.90 FEET TO A CALCULATED POINT, FOR THE MOST NORTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE N 1°13'37" W WITH THE WEST LINE OF THE SAID FARM TRACT 238, FOR A DISTANCE OF 386.75 FEET TO A CALCULATED POINT, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE S 88°46'23" W ACROSS THE SAID FARM TRACT 238, SAME BEING PARALLEL TO THE SOUTH LINE OF THE SAID FARM TRACT 238, TO A POINT ON THE EAST LINE OF THE SAID FARM TRACT 238, PASSING AT 15.00 FEET TO A 1/2-INCH IRON ROD ENCASED IN CONCRETE SET PASSING AT 1300.12 FEET TO A 1/2-INCH CAPPED IRON ROD SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF MILE 5 1/2 WEST ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 1320.12 FEET TO A COTTON-PICKER-SPINDLE SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE S 1°13'37" E ALONG THE EAST LINE OF THE SAID FARM TRACT 238, SAME BEING ALONG THE CENTERLINE OF MILE 5 1/2 WEST ROAD, A DISTANCE OF 323.50 FEET TO A POINT OF BEGINNING, SAID TRACT CONTAINING 11.79 ACRES OF LAND MORE OR LESS, OUT OF WHICH THE EAST 15.90 FEET (0.1 NAC) LIES WITHIN THE EXISTING RIGHT-OF-WAY OF MILE 5 1/2 WEST ROAD.

GENERAL NOTES:

1. FEMA FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X"

THE SUBDIVISION IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, ACCORDING TO THE FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO.: 480334 0450 C MAP REVISED: JUNE 6, 2000. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR DETENTION UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS: 25.00 FEET OR EASEMENT WHICHEVER IS GREATER
FRONT: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE:

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON THE LOTS. NO COMMERCIAL USE SHALL BE ALLOWED FOR LOTS 1 THROUGH 18. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOTS. ANY OTHER USE SHALL REQUIRE HEALTH, PLANNING AND FIRE MARSHALL APPROVAL.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE

LOT 1:	71.40	LOT 5:	71.60	LOT 10:	72.50	LOT 15:	71.50
LOT 2:	71.20	LOT 6:	71.40	LOT 11:	71.20	LOT 16:	71.20
LOT 3:	71.10	LOT 7:	71.40	LOT 12:	71.40	LOT 17:	71.20
LOT 4:	71.50	LOT 8:	71.80	LOT 13:	71.30	LOT 18:	71.40
LOT 9:	71.60	LOT 9:	72.50	LOT 14:	71.60		

OR 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS 1 THROUGH 18. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
--BM. NO. 1-- ELEV. 71.1 N.G.V.D. 88, DESCRIPTION: PK NAIL IN EDGE OF PAVEMENT ALONG MILE 11 NORTH ROAD, GPS POINT, GRID COORDINATES N 1680322.0500, E 1148226.1260
--BM. NO. 2-- ELEV. 69.52 N.G.V.D. 88, DESCRIPTION: 1/2-1/2 INCH IRON ROD SET IN CONCRETE LOCATED AT THE SOUTHWEST CORNER OF LOT 1, GPS POINT, GRID COORDINATES N 1680360.1465, E 1147916.9008

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 35,520 CUBIC-Feet OR 0.815 ACRE-Feet OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR HIS CALCULATION OF THIS SUBDIVISION.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE PLANTING, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE 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.

9. ALL PUBLIC UTILITIES EASEMENTS DEICATED 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 CERTIFIES THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEMS ARE BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEMS SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

12. **DASC INVESTMENTS LLC**, THE OWNER & SUBDIVIDER OF THIS SUBDIVISION, RETAIN A BLANKET EASEMENT UPON THE LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

13. NO ACCESS SHALL BE PERMITTED FOR LOTS 1 AND 18 ON MILE 5 1/2 WEST.

14. CORNER LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.

15. THE LOT 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 3.1.4.

16. ALL SUBDIVISION BOUNDARY LOT CORNERS HAVE CONCRETE MONUMENTS AND ALL LOT CORNERS HAVE CAPPED IRON ROD MARKERS.

17. 4.00 FOOT SIDEWALKS ARE REQUIRED BY CITY ALONG ALL EXTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT.

18. STREET LIGHT MUST BE LOCATED EVERY 300 FEET.

19. STORM WATER WILL BE DETAINED BY EXCAVATING THE EXISTING H.C.C.I.D. No.9 DRAINAGE DITCH AND BY RE-GRADING AND EXCAVATING THE EXISTING ROADSIDE DITCH TO HIDALGO COUNTY SPECIFICATIONS ALONG THE PROPOSED LOCATIONS OF LOTS 1 AND 18 ON MILE 5 1/2 WEST ROAD. ANY ALTERATIONS TO THE ROADSIDE DITCH THAT WOULD REDUCE CURRENT DETENTION REQUIREMENTS OR IMPEDE POSITIVE DRAINAGE INTO OUTFALL ARE PROHIBITED. HIDALGO COUNTY PRECINCT #1 IS RESPONSIBLE FOR MAINTENANCE AND ANY ADDITIONAL IMPROVEMENTS TO THE ROADSIDE DITCH.

20. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE DEVELOPMENT 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.

21. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON LOTS 1 THROUGH 18 MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

STATE OF TEXAS – COUNTY OF HIDALGO

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

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, OR TRANSFERREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, A EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL, AND LAY AND THEREAFTER USE, OPERATE, REPAIR, MAINTAIN, IMPROVE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER LOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 10' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT OR STATE HEREAFTER LOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 10' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2022.

DAVID GARCIA, MANAGER DATE
DASC INVESTMENTS, LLC
4104 COCONUT PALM DRIVE
PALMHURST, TX. 78573

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

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

DATED THIS ____ DAY OF _____ 20__

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. #9.

2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

3. H.C.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION, AS WELL, H.C.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISCRETION OF THE DEVELOPER.

4. H.C.C.I.D. #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 DATE
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No.9

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.2110C. THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.2110C. THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

STATE OF TEXAS – COUNTY OF HIDALGO

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

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

DATE _____

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SHEET 3: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATION, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE.	
SHEET 4: TYPICAL DETAILS	

LOCATION MAP SCALE: 1" = 1000'

LOCATION OF HIGHLAND MANOR PHASE 2 SUBDIVISION WITH RESPECT TO THE EXTRATERRESTRIAL JURISDICTION OF MUNICIPALITY OF WESLACO, TEXAS

HIGHLAND MANOR PHASE 2 SUBDIVISION IS LOCATED APPROXIMATELY 500 FEET NORTH OF THE INTERSECTION OF NORTH MILE 11 ROAD AND WEST MILE 5 1/2 ROAD. THIS SUBDIVISION LIES APPROXIMATELY 1/2 MILE FROM THE CITY LIMITS AND IS WITHIN THE CITY OF WESLACO TWO-MILE EXTRA-TERRITORIAL (ET) UNDER LOCAL GOVERNMENT CODE § 42-021 OF THE CITY'S FIVE-MILE ETJ UNDER LOCAL GOVERNMENT CODE § 212.001. IN HIDALGO COUNTY PRECINCT 1, THE ESTIMATED POPULATION OF THE CITY OF WESLACO IS 39,292 (2015 CENSUS) AS PER THE 2015 UNITED STATES CENSUS BUREAU.

LOT 1:	71.40	LOT 5:	71.60	LOT 10:	72.50	LOT 15:	71.50
LOT 2:	71.20	LOT 6:	71.40	LOT 11:	71.20	LOT 16:	71.20
LOT 3:	71.10	LOT 7:	71.40	LOT 12:	71.40	LOT 17:	71.20
LOT 4:	71.50	LOT 8:	71.80	LOT 13:	71.30	LOT 18:	71.40
LOT 9:	71.60	LOT 9:	72.50	LOT 14:	71.60		

OR 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS 1 THROUGH 18. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
--BM. NO. 1-- ELEV. 71.1 N.G.V.D. 88, DESCRIPTION: PK NAIL IN EDGE OF PAVEMENT ALONG MILE 11 NORTH ROAD, GPS POINT, GRID COORDINATES N 1680322.0500, E 1148226.1260
--BM. NO. 2-- ELEV. 69.52 N.G.V.D. 88, DESCRIPTION: 1/2-1/2 INCH IRON ROD SET IN CONCRETE LOCATED AT THE SOUTHWEST CORNER OF LOT 1, GPS POINT, GRID COORDINATES N 1680360.1465, E 1147916.9008

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 35,520 CUBIC-Feet OR 0.815 ACRE-Feet OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR HIS CALCULATION OF THIS SUBDIVISION.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE PLANTING, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE 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.

9. ALL PUBLIC UTILITIES EASEMENTS DEICATED 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 CERTIFIES THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEMS ARE BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEMS SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

12. **DASC INVESTMENTS LLC**, THE OWNER & SUBDIVIDER OF THIS SUBDIVISION, RETAIN A BLANKET EASEMENT UPON THE LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

13. NO ACCESS SHALL BE PERMITTED FOR LOTS 1 AND 18 ON MILE 5 1/2 WEST.

14. CORNER LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.

15. THE LOT 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 3.1.4.

16. ALL SUBDIVISION BOUNDARY LOT CORNERS HAVE CONCRETE MONUMENTS AND ALL LOT CORNERS HAVE CAPPED IRON ROD MARKERS.

17. 4.00 FOOT SIDEWALKS ARE REQUIRED BY CITY ALONG ALL EXTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT.

18. STREET LIGHT MUST BE LOCATED EVERY 300 FEET.

19. STORM WATER WILL BE DETAINED BY EXCAVATING THE EXISTING H.C.C.I.D. No.9 DRAINAGE DITCH AND BY RE-GRADING AND EXCAVATING THE EXISTING ROADSIDE DITCH TO HIDALGO COUNTY SPECIFICATIONS ALONG THE PROPOSED LOCATIONS OF LOTS 1 AND 18 ON MILE 5 1/2 WEST ROAD. ANY ALTERATIONS TO THE ROADSIDE DITCH THAT WOULD REDUCE CURRENT DETENTION REQUIREMENTS OR IMPEDE POSITIVE DRAINAGE INTO OUTFALL ARE PROHIBITED. HIDALGO COUNTY PRECINCT #1 IS RESPONSIBLE FOR MAINTENANCE AND ANY ADDITIONAL IMPROVEMENTS TO THE ROADSIDE DITCH.

20. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE DEVELOPMENT 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.

21. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON LOTS 1 THROUGH 18 MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

STATE OF TEXAS – COUNTY OF HIDALGO

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

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

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Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5289	
From:			
Subject: Discussion and consideration to approve Ordinance 2022-11 for the Voluntary Annexation of 211 S Milanos Road – being a 8.00 acre tract of land out of Farm Tract Six Hundred Thirty-One (631), West Tract Subdivision, Hidalgo County, Texas located Milanos Road and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-11. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed apartment development is currently located outside the City of Weslaco city limits. This subdivision is being serviced with water by the City of Weslaco through a 12" waterline and sewer by the City of Weslaco through a 12" sewer line. The property is within a Flood Zone "X". The development is contiguous to the existing city limits line. The proposed annexation is contiguous to Weslaco City Limits.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the annexation request at their regular meeting on March 9, 2022.			
KAYLA AREVALO REBEKAH DE LA FUENTE ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 211 S Milanos- Memo, 211 S MILANOS - ATTACHMENTS, 211 s milanos - areial, ZARATE - 8.00 AC. metes & bounds(14FEB22), O2022-11 Annexation re 211 S Milanos			

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

Martin Garza, Interim City Manager

MEMO

TO: Mayor and City Commission

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

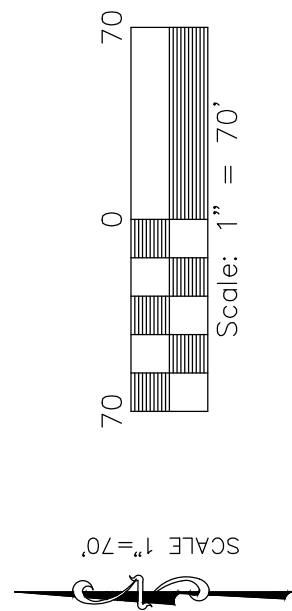
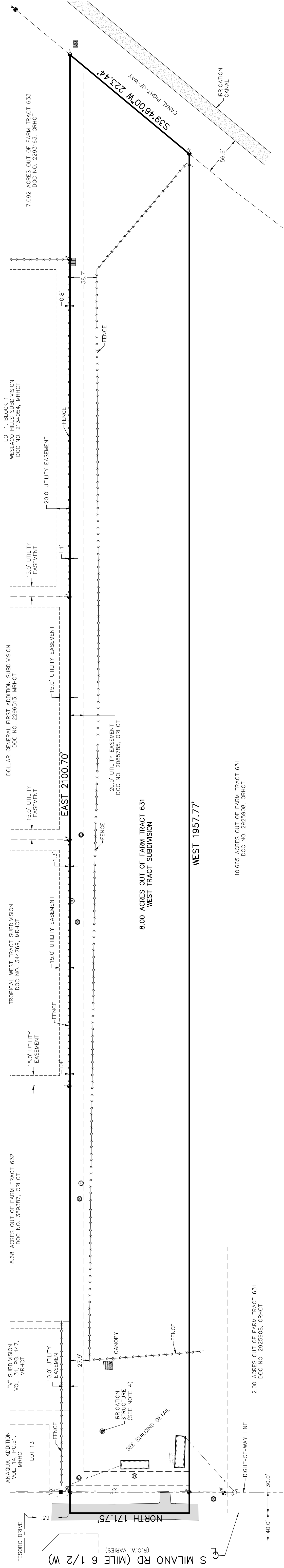
RE: 211 S Milanos- Voluntary Annexation

DATE: March 30, 2022

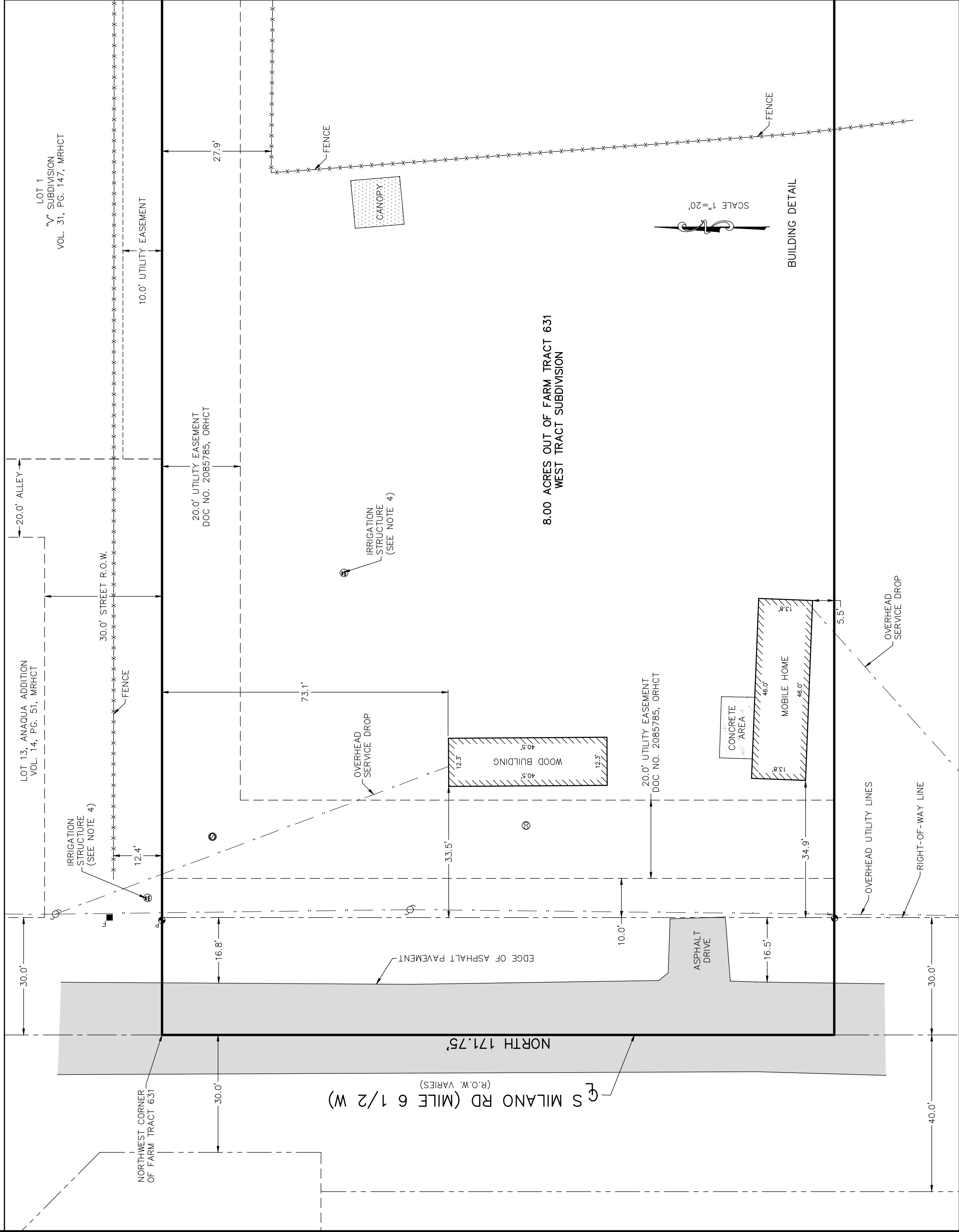
The proposed subdivision will be for an apartment district and is located just outside the City of Weslaco city limits along Milanos Road and will be part of the development for the property immediately west of Walgreens. The location will be provided with water and sanitary sewer by the City of Weslaco. This annexation will be contiguous to the current city limits.

Thank you,

Rebekah de la Fuente, CFM



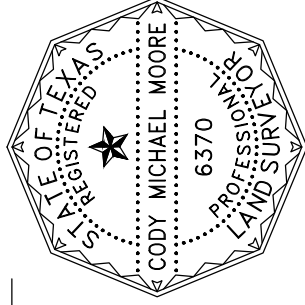
LEGEND	
IRON ROD FOUND	FIRE HYDRANT
IRON ROD SET WITH CAP	GRATE INLET
IRON ROD SET WITH GRATE	MANHOLE
NAIL FOUND	CONCRETE
CONC. MONUMENT FOUND	ELECTRIC JUNCTION BOX
IRON PIPE FOUND	CABLE PEDESTAL
TELEPHONE PEDESTAL	LIGHT POST
WATER METER	IRRIGATION STANDPIPE
SOFT WIRE ANCHOR	MANHOLE



SURVEYOR CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREIN WAS MONUMENTED ON THE GROUND ON **02/03/2022**, THAT THE ONLY VISIBLE IMPROVEMENTS ARE AS SHOWN, THAT THERE ARE NO APPARENT CONFLICTS, OR VISIBLE EASEMENTS EXCEPT AS SHOWN HEREIN. THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS OF THE TEXAS PROFESSIONAL LAND SURVEYING BOARD OF PROFESSIONAL LAND SURVEYING.

Cody Moore
CODY MICHAEL MOORE, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6370
DATE: 02/04/2022



BOUNDARY SURVEY OF:
8.00 ACRES OF LAND OUT OF FARM TRACT 631,
WEST TRACT SUBDIVISION,
HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME
2, PAGES 34-37, MAP RECORDS OF HIDALGO
COUNTY, TEXAS, RECORD NO. 807908, OFFICIAL
RECORDS OF HIDALGO COUNTY, TEXAS.

FOR: ZARATE HOMES & DESIGNS LLC
DATE: 4 FEBRUARY 2022 JOB NO: 185554

Moore Land
Surveying, LLC

14216 Palls Drive, La Feria, TX 78559
(956) 245-1988 1945 Firm No. 10194166

Moore Land Surveying, LLC

14216 Palis Drive, La Feria, TX 78559

(956)245-0988

TBPLS Firm No. 10194186

February 14, 2022

METES AND BOUNDS

8.00 ACRE OF LAND

BEING 8.00 ACRE OF LAND out of Farm Tract Six Hundred Thirty-One (631), West Tract Subdivision, Hidalgo County, Texas, recorded in Volume 2, Pages 34-37, Map Records of Hidalgo County, Texas, and being the tract of land described in Document No. 801908, ORHCT, said 8.00 Acre of land being more particularly described by metes and bounds as follows:

COMMENCING at a nail found for the Northwest corner of Farm Tract 631, being the Northwest corner and **POINT OF BEGINNING** of the tract herein described;

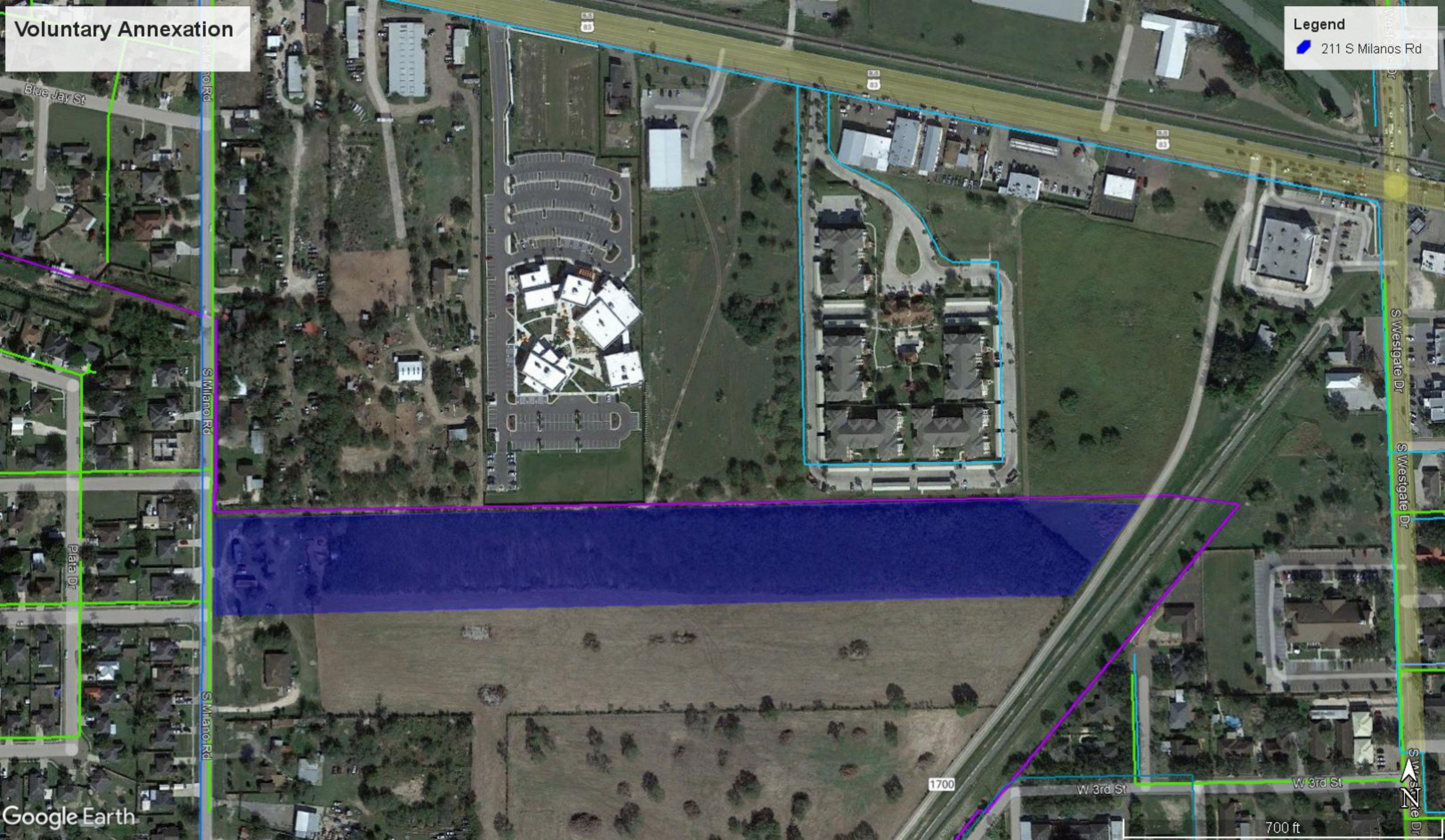
1) **THENCE, EAST** a distance of **2100.70 FEET** to an iron pipe found for the Northeast corner of Farm Tract 631, and the Northeast corner of the tract herein described;

2) **THENCE, SOUTH 39 Deg. 46 Min. 00 Sec. WEST** a distance of **223.44 FEET** along the East line of Farm Tract 631 to a point, for the Southeast corner of the tract herein described;

3) **THENCE, WEST** a distance of **1957.77 FEET** to a nail on the West line of Farm Tract 631, for the Southwest corner of the tract herein described;

4) **THENCE, NORTH** a distance of **171.75 FEET** along the West line of Farm Tract 631, to the **POINT OF BEGINNING**; Containing 8.00 Acre of land within these metes and bounds.

Basis of bearings are as per the Texas State Plane Coordinate System, South Zone, NAD 83.



Voluntary Annexation

Legend

211 S Milanos Rd

Moore Land Surveying, LLC

14216 Palis Drive, La Feria, TX 78559

(956)245-0988

TBPLS Firm No. 10194186

February 14, 2022

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Basis of bearings are as per the Texas State Plane Coordinate System, South Zone, NAD 83.

ORDINANCE NO. 2022-11

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 8.00 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 40.00 acres and are more specifically described as follows, to-wit:

**METES AND BOUNDS DESCRIPTION
8.00 ACRES OUT OF
FARM TRACTS 632,
THE WEST TRACTS SUBDIVISION,
HIDALGO COUNTY, TEXAS**

BEING 8.00 ACRE OF LAND out of Farm Tract Six Hundred Thirty-One (631), West Tract Subdivision, Hidalgo County, Texas, recorded in Volume 2, Pages 34-37, Map Records of Hidalgo County, Texas, and being the tract of land described in Document No. 801908, ORHCT, said 8.00 Acre of land being more particularly described by metes and bounds as follows:

COMMENCING at a nail found for the Northwest corner of Farm Tract 631, being the Northwest corner and POINT OF BEGINNING of the tract herein described.

THENCE, EAST a distance of 2100.70 FEET to an iron pipe found for the Northeast corner of Farm Tract 631, and the Northeast corner of the tract herein described;

THENCE, SOUTH 39 Deg. 46 Min. 00 Sec. WEST a distance of 223.44 FEET along the East line of Farm Tract 631 to a point, for the Southeast corner of the tract herein described;

THENCE, WEST a distance of 1957.77 FEET to a nail on the West line of Farm Tract 631, for the Southwest corner of the tract herein described;

THENCE, NORTH a distance of 171.75 FEET along the West line of Farm Tract 631, to the POINT OF BEGINNING; Containing 8.00 Acre of land within these metes and bounds.

Basis of bearings are as per the Texas State Plane Coordinate System, South Zone, NAD 83.

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of April 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: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5320	
From:			
Subject: Discussion and consideration to award RFB No.: 2021-22-18 Grounds Maintenance - Re-Bid to the most advantageous bid from JC3 Lawn & Landscape of Weslaco, Texas for an amount not to exceed \$57,830 and authorize the Mayor to execute any related documents. Possible action. (Parks & Recreation Department.)			
Background: The Grounds Maintenance Contract was previously awarded to South Texas Landscapes as the low bidder in RFB 2021-22-06. After the award, the owner wanted to increase his prices, stating that they had made a mistake and could not honor their bid. Staff recommended rescinding the contract and re-bidding with concurrence from the Commission. On March 18th, we received four (4) bids with South Texas Landscapes being the low bidder at \$52,900. The second low bidder is JC3 Lawn & Landscape, at \$57,828. Based on previous experience with South Texas Landscapes not honoring their bid, it's our recommendation to award the bid to JC3 Lawn & Landscape for being the most responsive, responsible, advantageous bidder to the City.			
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):			
OMAR RODRIGUEZ OMAR RODRIGUEZ ANDREW MUNOZ		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: TABULATION 2021-22-18 GROUNDS MAINT RE-BID, JC3 LAWN, Email FR South Texas Landscaping Re_ Renegotiate, RE-BID GROUNDS MAINTENANCE 2021-22-18 FINAL			

Responsibilities upon Approval:
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CITY OF WESLACO GROUNDS MAINTENANCE CONTRACT "RE-BID"

RFB NO.: 2021-22-18 BID OPENING HELD ON: 3/18/2022 At 11:00 AM

JC3 LAWN & LANDSCAPE 2001 N. BORDER AVE. WESLACO, TEXAS 210-419-6705 jc3lawn@gamil.com		OLYMPIA LANDSCAPE P.O. BOX 450347 LAREDO, TEXAS 956-712-8881 jmoreno@olympialandscape.c		SOUTH TEXAS LANDSCAPES 1802 NUGGET ST. PENITAS, TEXAS 956-862-0232 stxlandscapes@gmail.com		TLC TOTAL LAWN CARE 16398 EVANS RD. SELMA, TEXAS 800-796-8087 roy.deleon@tlclawncare.com	
UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
\$315.00	\$ 13,545.00	\$465.12	\$ 20,000.16	\$470.00	\$ 20,210.00	\$338.54	\$ 14,557.22
\$105.00	\$ 4,515.00	\$837.21	\$ 36,000.03	\$ 45.00	\$ 1,935.00	\$116.46	\$ 5,007.78
\$315.00	\$ 13,545.00	\$837.21	\$ 36,000.03	\$420.00	\$ 18,060.00	\$225.41	\$ 9,692.63
\$105.00	\$ 4,515.00	\$204.65	\$ 8,799.95	\$ 55.00	\$ 2,365.00	\$ 99.36	\$ 4,272.48
\$157.50	\$ 6,772.50	\$458.14	\$ 19,700.02	\$ 70.00	\$ 3,010.00	\$141.32	\$ 6,076.76
\$105.00	\$ 2,730.00	\$192.31	\$ 5,000.06	\$ 50.00	\$ 1,300.00	\$163.38	\$ 4,247.88
\$157.50	\$ 6,772.50	\$302.33	\$ 13,000.19	\$ 65.00	\$ 2,795.00	\$163.00	\$ 7,009.00
\$ 78.75	\$ 3,386.25	\$186.05	\$ 8,000.15	\$ 55.00	\$ 2,365.00	\$137.11	\$ 5,895.73
\$ 78.75	\$ 2,047.50	\$192.31	\$ 5,000.06	\$ 35.00	\$ 910.00	\$ 75.99	\$ 1,975.74
\$ 57,828.75		\$ 151,500.65		\$ 52,950.00		\$ 58,735.22	
JC3 LAWN & LANDSCAPE		OLYMPIA LANDSCAPE		SOUTH TEXAS LANDSCAPES		TLC TOTAL LAWN CARE	

CITY OF WESLACO

COST FACTOR SHEET FOR GROUNDS MAINTENANCE CONTRACT

RFB No.: 2021-22-18 "Re-Bid"

Proposed by:

JC3 Lawn + Landscape 3304 Rosewood Dr. Weslaco, TX 78599

JC3 Lawn + Landscape	3304 Rosewood Dr.	Weslaco, TX	78599
Company Name	Address	City	State
(210) 419-6705	jc3Lawn@gmail.com		3/18/22
Phone No.	E-mail	Signature	Date

Item	Location	Frequency	Item fee	Annual Cost
1	CITY HALL / UTRGV / EDC	43	\$315.00	\$13,545.00
2	FIRE STATION 1	43	\$105.00	\$4,515.00
3	FIRE STATION 2 / LIBRARY / FLAG PLAZA BANK	43	\$315.00	\$13,545.00
4	FIRE STATION 3	43	\$105.00	\$4,515.00
5	POLICE STATION	43	\$157.50	\$6,772.50
6	SHOOTING RANGE	26	\$105.00	\$2,730.00
7	AIRPORT TERMINAL	43	\$157.50	\$6,772.50
8	CUSTOMS & BORDER PROTECTION	43	\$78.75	\$3,386.25
9	ANIMAL SHELTER	26	\$78.75	\$2,047.50

\$57,828.75

TOTAL BID AMOUNT

JC3 Lawn & Landscape is a full-service Lawn Care Company that has been servicing the Rio Grande Valley since 2002. We are your one stop shop for all your landscaping needs. We offer lawn maintenance, landscaping, irrigation, tree trimming, landscape design & more.

We service Commercial & Residential properties spanning from Mission to Brownsville. Some of our clients include: Payne Auto Group, Tierra Santa POA, First Baptist Church, Top Golf, FedEx, Move It Storage, Medical Plazas, Magnolia Properties, John Knox Village, etc.

Many of our clients have been with us for many years. We offer quality work and only use commercial grade equipment. Many of our Crew Leaders have been with JC3 for over 7 years and have a great eye for detail. All our clients are assigned an Account Manager to help overlook the properties and quality control.

JC3 also strives to be part of the Weslaco Community. We are constantly giving back to the community with local sponsorships, donations, etc. We recently renovated a local Little League baseball field with new Sod and irrigation system.

JC3 Lawn & Landscape has years of experience and a commitment to servicing our clients. We look forward to adding new customer's to the JC3 Family.

Jacob Cavazos, Co-Owner (Cell) 210.639.7827 (Main Contact)

Hector Garza, Account Manager (Cell) 210.419.6705 (Alternate Phone)

JC3 Lawn & Landscape

2001 N. Border Ave.

Weslaco, Tx 78599

Email: jc3Lawn@gmail.com

website: www.jc3Lawn.com

Employee List:

Jacob Cavazos	Alfredo Avila
Joseph Cavazos	Omar Ramirez
Johnny Cavazos	Jesse Gomez
Fidel Hernandez	Hector Garza (Cell) 210.419.6705 (TX DL#14177766)
Carlos Lores	
Jesse Rodriguez	
Abel Cardenas	
Salomon Lores	

References:

Austin Payne, President of Payne Auto Group (956.272.0681)

**We maintain the grounds for all of Payne Auto Group's Dealership throughout the Rio Grande Valley.*

Ruben Hernandez, John Knox Village Maintenance Supervisor (956.358.9072)

**We maintain the 45 Acre retirement Community in Weslaco.*

Eric Cavazos, Tierra Santa POA, Board Direct of Finance Director (956.900.6595)

**We maintain the common grounds for Tierra Santa Golf Course Community.*

Five Year Work History:

<i>Payne Auto Group</i>	<i>Abigail Custom Homes</i>
<i>Top Golf</i>	<i>A&M Custom Homes</i>
<i>Little League of Weslaco</i>	<i>L&W Supply</i>
<i>San Martin de Porres Catholic Church</i>	<i>Ledcor Corp.</i>
<i>First Baptist of Weslaco</i>	<i>City of Edinburg</i>
<i>Move It Self Storage</i>	<i>Dentco</i>
<i>Tierra Santa POA</i>	<i>John Knox Village</i>
<i>Fedex</i>	<i>Dr. Slavin</i>
<i>Dollar Tree</i>	<i>HEB</i>
<i>Stripes</i>	<i>SAIA</i>
<i>Magnolia Properties</i>	<i>City of Edcouch</i>
<i>Samson Properties</i>	<i>Paseo Del Angel POA</i>
<i>Trigen Construction</i>	<i>Westgate Retail</i>
<i>Trenton Medical Plaza</i>	<i>Tom Torkelson</i>
<i>City of Weslaco (Parks Dept)</i>	<i>Bernal Paving</i>
<i>Cotton Estates Central</i>	

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



CITY OF WESLACO

Invitation to Bid ANNUAL CITY GROUNDS MAINTENANCE CONTRACT FOR VARIOUS CITY FACILITIES "RE-BID" RFB No.: 2021-22-18

Electronic submission of bids addressed to Homer Rhodes, will be accepted via "BIDNET" (link provided in RFB document). RFB deadline **11:00 a.m.** on **March 18, 2022**, at which time they will be opened and read aloud via Zoom meeting (Zoom link provided in RFB document).

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

A non-mandatory Zoom pre-bid conference will be conducted by the city on March 10, 2022 at 11:00 AM. (Zoom link provided in RFB document) followed by a site visit / walk through at 1:00 PM.

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

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



CITY OF WESLACO

ANNUAL CITY GROUNDS MAINTENANCE CONTRACT FOR VARIOUS CITY FACILITIES RFB No.: 2021-22-18

GENERAL REQUIREMENTS

CONTRACT TERM

This contract shall begin **May 1, 2022**, or upon the effective date specified in the award letter, whichever is later, and end on **September 30, 2022**.

OPTION TO RENEW At City's option, this Contract may be renewed under the same terms and conditions for **four (4) additional one (1) year period(s)**.

SCOPE OF WORK AND SPECIFICATIONS

PURPOSE The City of Weslaco is seeking qualified Contractor(s) to provide Landscape Maintenance Services at City Facilities located in the City of Weslaco, Texas. Contractual services shall include a full growing season of mowing, trimming, weed abatement, fertilization, litter removal and planting within designated areas of the City.

It is the Proposer's responsibility to inspect areas for actual turf coverage and ensure areas being bid.

CONTRACTOR REQUIREMENTS PROPOSER'S QUALIFICATIONS

Specified services shall be performed by a Company with a minimum of five (5) years' experience or documented experience specializing in this type of work. Proposer is to submit the following information in their bid response.

1. Submit a one-page narrative that describes overall qualifications
2. Length of time in business
3. A company telephone number that **MUST BE** answered, Monday-Friday, 8AM - 5 PM.
4. An alternate or emergency telephone number must also be provided.
5. Proposer's contact representative. Provide name, title, address, telephone and fax number (including cell and/or pager numbers) of your single point of contact to represent your company with the City during the Contract.

6. Employee list, including all full and part time employees
7. Name of one (1) point of contact with at least one (1) year of tenure with the Company, a minimum of three (3) years' experience, include addresses, telephone number & license numbers.
8. Proposer must have current Texas Department of Agriculture license as it relates to the work to be performed through this Contract. Copies of the license and a listing of the license numbers shall be submitted with the bid, including the expiration date submitted for approval by the Parks Director, prior to the contract commencement.
9. Three (3) references showing experience in having completed contracts of this type. References should include company name, contact person address and telephone numbers. Refer to Attachment E for details.
10. Proposer is required to submit a complete five (5) year work history. This is the City's assessment of Proposer's capability to perform on like properties of size and scope. This submittal shall reflect the extent in which they are capable of meeting specifications related to this type of maintenance. The Owner shall use all means available in determining the contractor most qualified to perform the duties as described within these specifications.
11. Subcontractors. Identify names of any subcontractors to be used on this Contract. Include each subcontractor's qualifications documentation.
12. Omissions/Discrepancies: Should the City discover any discrepancies in submissions, Proposer will be given 72 hours to resolve these issues. Failure to resolve any issues concerning inaccuracies may result in Proposer being deemed non-responsive.
13. The City will evaluate based on the Respondent's qualifications and successful experience in project/contracts of similar scope. City will consider the relevance of experience for all parties proposed as a part of the team.

GENERAL CONTRACTOR REQUIREMENTS

The Contractor shall supply all labor, equipment, materials, transportation, and tools necessary for the proper execution and completion of the work; and shall perform in the best and most workmanlike manner the complete scope of services and everything incidental thereto, as stated in the specifications or reasonably implied in accordance with the contract documents.

The Contractor shall be solely responsible for their vehicles, equipment, tools, supplies, materials, and other property. The Contractor shall remove such items from the work sites at the end of each delivery, as practical, and keep them in the Contractor's possession unless otherwise approved by the City.

Contractor is required to have a centralized point of contact and shall provide full time supervision of qualified personnel with demonstrated experience to perform the work required under this solicitation. Unless specified to the contrary, all material used shall be new and of the best kind and grades specified and all workmanship shall be up to the best recognized standards known to the various trades. Contractor shall not subcontract or assign the performance of any of the services in this contract without the prior written approval of the City.

The Contractor is responsible for obtaining all required permits and inspections during the contract term, as applicable.

SUPERVISION

The contractor shall personally supervise all work as specified in the contract. If the contractor cannot or will not personally supervise the work a competent foreman or superintendent is to be assigned the responsibilities of supervision of all work in progress as specified in the contract.

The contractor will be required to designate, in writing, to the City, the name and cell phone and/or pager number of anyone serving as foreman or superintendent in the absence of the successful bidder. The designated foreman or superintendent may not commence work duties until approved by the City.

The designated foreman or superintendent will be given full authority and power to act for the contractor on items pertaining to overall work performance, management, coordination, and supervision, whenever work specified herein is being performed.

The designated foreman or superintendent may also serve as the Quality Control Inspector; provided that his/her job performance is maintained at an acceptable level to the City.

The foreman or superintendent and/or Quality Control Inspector will be required to have a copy of the contract in their possession at all time work is in progress for referral concerning questions of contracting responsibility.

The contractor shall provide supervision of all work crews at all times while performing work under this contract. Personal supervision is not required provided that communication equipment or other means are provided that enable the work crew to communicate with the contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.

EMPLOYEES

Contractor will require all employees to report to work in clean uniforms, including shirt and pants. Uniforms shall have the contractor's name in a manner clearly identifiable to the public. Contractor must ensure that employees properly wear a shirt at all times.

This contract is high visibility and working around the public. The Contractor staff is required to submit to criminal background checks before working on this contract. Background checks are to be submitted to the City for each employee at the Contractor's expense no later than ten (10) days after contract award. These background checks must include local, state and out of state checks.

Contractor's employees must be courteous to the public at all times while at the work site.

Contractor shall remove any personnel that is incompetent or endangers persons or property.

Contractor's employees will not consume/possess alcohol or use/possess any illegal drugs or be under the influence of such while on City property and/or carrying on the requirement of this

contract. The contractor shall immediately remove any such employee from the work site.

Conflicts, or potential conflicts due to required work and public use of a location, shall be reported to the Parks Director.

Notification to contractor of complaints concerning the aforementioned shall be in writing if time and circumstance permits. Otherwise, notification shall be verbal or by telephone and shall be confirmed in writing as soon as possible.

EQUIPMENT

The City of Weslaco reserves the right to inspect the Contractor's equipment prior to award of a Contract.

Insufficient and/or inadequate equipment as determined by the City is cause for rejection of a bid.

All equipment used by the Contractor must comply with all applicable State, Federal and OSHA regulations.

VEHICLES

All vehicles utilized under this contract will be clean, free of mud, dirt, and grime, without noticeable rust spots and faded paint serviceable, and shall comply with safety standards required by the State of Texas.

All vehicles must maintain current registration, inspection and insurance.

All vehicles used by the contractor will be identified with company name or logo, conspicuously displayed on door panels. Professionally done hand lettering, magnetic signs, or pressure sensitive decals may be used to comply with this specification.

All vehicles operating from a public road shall have a rotating amber caution light mounted on the top of the vehicle.

INSPECTIONS

The contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed in each service is in full compliance with the contract.

The contractor shall designate, in writing, a Quality Control Inspector, whose main duty shall be to verify contract conformity of all work performed.

At the start of each work week the contractor will identify the areas his employees will be working in that week and fax/e-mail a list of the areas to the Parks Director no later than 9:00 A.M.

The contractor will be required to fill out a report form (form provided by City of Weslaco) of

work completed on a DAILY basis. These daily forms will be hand-delivered, faxed, or e-mailed to the Parks Administration Office, 255 S Kansas Avenue, Weslaco, Texas 78596 before 5:00 PM each day.

The contractor will be required to fax/e-mail a weekly work summary to the Parks Director outlining the maintenance activities accomplished that week concerning this contract.

The Parks Director or his designee will make a quality inspection of completed areas within 24 hours, following receipt of daily form. If completed areas do not meet contractual specifications:

The Parks Director will contact the contractor to rework areas.

Parks Director or his designee will then re-inspect areas within 24 hours of notification of completion.

Areas requiring re-inspection MAY NOT be considered for payment for that billing cycle.

A monthly "walk" of all properties will be conducted with the contractor and the Parks Director. This will be documented in writing as to the status of the performance.

The City may inspect required equipment, supplies and safety items at any time when in use on City property. Any individual, crew or equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the City. No such removal will reduce the contractor's obligation to perform all work required under this contract and within the time schedule.

PERFORMANCE EVALUATION MEETINGS

The contractor and the contractor's foreman/superintendent and the Parks Director shall meet either monthly, weekly or as often as determined necessary by the City to discuss performance.

A meeting shall be held not later than one normal workday after a contract deficiency is noticed. Mutual effort will be made to resolve any and all problems identified.

The minutes of this meeting will be documented in writing for both parties.

SAFETY

Contractor will provide all required safety signage, barricades, and flashers/strobes.

All employees shall have proper safety devices and equipment including hearing and eye protection, and safety vests. All personal protective equipment shall meet OSHA and TXDOT safety standards.

The contractor shall exercise extreme caution while working on medians, roadsides and high

traffic areas. TXDOT approved "men working" signage, safety vests and cone are **required** when crews are working in **any** traffic situations.

Contractor will park vehicles and equipment off city streets where possible. Under no circumstances shall any vehicle or equipment be parked on the inside lane of any street. Any vehicle or equipment parked in the far right lane of any street shall have safety flashers on and working properly. The area behind the parked unit must be coned off with safety cones spaced ten (10) feet apart and a minimum of one hundred (100) feet behind the unit. The vehicles shall be clearly identified with the contractor's company name and telephone number.

Contractors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Parks Director.

Any hazardous condition or any damage to City property is to be immediately reported to the Parks Director.

PRODUCTION SCHEDULE: Proposer is to submit a Production Schedule. This Schedule shall meet or exceed the City's expectations as defined on ATTACHMENT A – COST PROPOSAL FORM and description. This schedule shall reflect the Proposer's abilities to execute this Contract in an efficient and timely manner, while maintaining the quality of work as required by the City. This schedule shall be a realistic projection by the contractor and will serve as the governing article during the performance of this contract. It is imperative that the contractors understand that timely performance of this contract is critical. Completion days, or the lack of, as submitted and required by contractor to execute this scope of work as written, will be considered in the award process.

If awarded a contract through is solicitation, Contractor is required to meet or exceed their submitted production schedule. If this production schedule cannot be met for any reason during the length of the contract, the City reserves the right to secure an alternate Contractor to proceed with work.

At the start of each work week, the Contractor will identify the areas his employees will be working in that week and email a list of the areas to the Parks Director no later than 9:00am Monday morning.

The Contractor will be required to email a weekly work summary to the Parks Director outlining the maintenance activities accomplished that week concerning this contract.

DAMAGES

The City assumes no responsibility for the Contractor's property nor offers any storage for equipment, tools or supplies.

The City shall not be liable for any loss or damage sustained by the Contractor. The Contractor shall save the City whole and harmless from all claims for liability or damage of whatsoever

nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement.

The Contractor shall exercise every necessary precaution for the safety of work site and the protection of any and all persons and/or property located adjacent to or making passage through the work site.

The Contractor shall be responsible for any property damage caused by the use of vehicles or other equipment while engaged in this contract.

The Contractor will be responsible for any damages to the irrigation system due to negligence on the part of the Contractor or the Contractor's representative.

Any damage to public or private property shall be reported immediately to the City-designated authorized representative(s).

INVOICE SUBMISSION

Invoices: Invoices are to be submitted monthly.

SCOPE OF WORK

The Scope of Work required is described throughout this bid and in further detail below under "SPECIFICATIONS".

The areas and maintenance function cycles to be provided are listed on description. **The quantities of cycles per site per year shall be estimates only and shall not constitute a guaranteed amount to be paid to the contractor.**

Maps and information sheets are provided through this bid. SPECIAL PROVISIONS: Contractors are cautioned not to submit their bid until specifications and sites have been carefully examined. Maps are being provided to assist with site locations of areas to be maintained. Field observations are required to determine exact locations and boundaries of areas maintained. Parks Director is available to assist as needed to identify areas.

SPECIFICATIONS FOR MOWING SERVICES

SCOPE OF WORK:

MOWING STANDARDS

Mowing.

All turf areas will be mowed bi-weekly (unless otherwise indicated) at recommended heights during the growing season and noticeable

clippings/grass clumps on turf areas removed. Any changes in the mowing height are to be approved by the Parks Director.

Variety	Mowing Height Range	Optimal Mowing Height
Common Bermudagrass	1.0 – 3.0 inches	1.5 inches
St. Augustinegrass (Flortam)	2.5 – 3.0 inches	2.5 inches

Bruising or rough cutting of the grass is not permitted. Mowers will be adjusted and operated so that the grass is cut at a uniform height.

The turf will be crosscut to help prevent the grass from growing in one direction and becoming rutted.

In an effort to not bag lawn clippings, mulching mowers are required.

Mowing will not be permitted within 18" of trees on properties in order to avoid damage to trees.

Edging / Trimming.

All turf will be edged and trimmed each time turf is mowed.

All sidewalks, curbs, and steps will be mechanically/vertically edged exposing concrete surface to be completed at the end of first cut.

Sidewalks must be edged on both sides.

All material dislodged by edging must be removed from the site.

Monofilament trimming will be used for grass around fences, building, tree wells, posts, and other obstacles.

Cut grass and debris which falls or is thrown by equipment upon the pavement, streets, curb and gutters, sidewalks, driveways, or adjacent properties through the action of the work crew, will be removed from the area prior to the exit of the work crew from the immediate work site.

Weeds.

All concrete, asphalt areas, brick pavers, paved ends on medians, and on rights-of-way shall be weed/grass free and blown clean of all debris after each cycle.

Weeds/grass growing in the expansion joints must be removed or treated with an approved herbicide as needed.

All tree rings and planting beds shall be maintained free of weeds/grass. Weeds will be removed by contractor during each maintenance cycle. Non-selective herbicide may be applied to some areas by a licensed applicator if approved by the Parks Director.

Plant Debris / Litter.

All litter (1" X 1" and larger) must be removed from turf prior to mowing. This includes, but not limited to, bottles, cans, paper, brush, rocks, tree limbs, etc. which are not intended to be part of the landscape. Shredded litter must be removed the day of the complaint.

The contractor shall pick up and remove all broken glass from paved areas and turf.

The Parks Director will be contacted to remove large items such as mattresses, furniture, fencing, and accident or construction debris.

The mowing cycle will include sweeping/removing grass clippings from sidewalks and hard surfaces and removing debris/litter from planting, shrubbeds and turf areas.

Removal of cut grass from the turf area where growth occurred will not be required, unless otherwise specified. Windrows will not be permitted.

Cut grass and debris which falls or is thrown by equipment upon the pavement, streets, curb and gutters, sidewalks, driveways, or adjacent properties through the action of the work crew, will be removed from the area prior to the exit of the work crew from the immediate work site.

At no time shall any debris (litter, leaves, clippings, etc.) be blown into the streets or other property. Excessive debris in the street or roadways must be removed from the site after each mowing and properly disposed.

All collected litter and debris will be disposed of in lawful manner.

SCHEDULE

It is mandatory that a review of the contracted area be conducted prior to beginning the first mowing cycle. Such a review shall be attended by the contractor/s and the Parks Director.

Unless otherwise instructed, the contractor(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the contractor and the Parks Director.

Any variance from the prescribed schedule will require a minimum of twenty-four (24) hour advance notification to the Parks Director.

All mowing is to be accomplished Monday through Friday, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.

The Parks Director reserves the right to cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather

After fertilization and/or abundant rainfall, it may be necessary to mow selected areas twice per week in lieu of the specified once per week. The Parks Director will determine if it is needed.

MOWING EQUIPMENT

The contractor(s) shall furnish all supplies, tools, and equipment to be used on the job.

No chemicals, herbicides (weed killers), insecticides, fungicides, or fertilizers are to be used without the written approval of the Parks Director and proper posting in the area where these chemicals are to be used.

No brush hogs will be allowed.

Mulching mowers are required.

MOWING DAMAGE

The contractor shall be responsible for replacement of all trees, shrubs, and ground covers destroyed by the contractor(s), employees or agents of the contractor(s) during the maintenance operation.

The contractor shall be responsible for repairs and/or replacement of all irrigation parts and supplies destroyed or damaged by the contractor with immediate notification to Parks Director. All parts and supplies replaced must match existing irrigation system.

Trees and shrubs must not be bumped or marked by mowing or edging equipment. Excessive damage to trees or tree collars will be cause for replacement.

Excessive damage: shall mean any action that will, in reasonable probability, result in the tree's death, either immediate or within a period of three (3) years. Without limiting this definition, some examples include: removing bark, severing the main trunk or large branches or large roots, girdling, poisoning, carving, mutilating, touching with live wires, piercing with nails or spikes, crushing or exposing the roots, mulch piled on the tree trunk, digging or drilling any hole or trench larger than three (3) cubic feet within the critical root zone, covering with over three (3) inches of soil, or compacting the soil in the critical root zone.

Mulch rings shall be reshaped within twenty-four (24) hours when dislodged by mowing equipment.

SPECIFICATIONS FOR HERBICIDE TREATMENTS / TURF FERTILIZER APPLICATIONS

SCOPE OF WORK:

NON-SELECTIVE HERBICIDE TREATMENTS

Vegetation is defined as weeds, grass, (excepting Bermuda grass) vines, and brush.

The contractor shall obtain a **ninety percent (90%)** control of all noxious weeds, grass, brush, (except Bermuda Grass) in prescribed areas and maintain the

control of the vegetation throughout the growing season.

All areas in the parks, facilities, medians/rows within the city limits of Weslaco, Texas to receive herbicide treatments are listed on "ATTACHMENT A – COST PROPOSAL FORM" description, per the technical specification requirements.

FERTILIZER APPLICATIONS shall be applied to parks, facilities, medians/row, and planting beds as listed.

NON-SELECTIVE HERBICIDE TREATMENT - TECHNICAL SPECIFICATIONS

-as required to maintain stated scope:

Specified Herbicide –

Round-Up Pro- Monsanto (according to label recommendations)

Ornamec- specific for grass control (apply according to label recommendations)

Image- specific control for nutsedge (apply according to label recommendations)

Substitutions – The above Herbicide is suggested, based on past use. Other approved equal herbicides may be used if approved by the Parks Director.

Care should also be taken with landscape plants and species like plums, oaks, crape myrtles, which have a tendency to produce suckers. Uptake through side shoots and suckers can also cause damage to the parent tree. Suckers can either be avoided or cut down before spraying commences. Fresh wounds from removing suckers need to form a callus or harden off before chemical treatments. Spray technicians shall carry a pair of by-pass pruning shears to prune off any branches or suckers, which are inadvertently sprayed.

Any green area can absorb the product and potentially cause damage, so care should be taken around low hanging branches that leaves are not sprayed. Using a guard or hood over the nozzle of the sprayer should minimize accidental damage. If damage occurs immediately prune off affected plant parts to prevent translocation of the chemical into the plant.

FERTILIZER- TECHNICAL SPECIFICATIONS

The following are general recommended fertilization rates, applicators should adhere to recommendations for target species:

Common Bermuda Grass 15-5-10 (NPK) (Slow Release)

St. Augustine 20-5-10 (NPK) (Slow Release)

Shrubs/Groundcover 13-13-13 (NPK) (Slow Release)

Flowering Shrubs 15-25-10 (NPK) (Slow Release)

Recommended rate of 4 to 6 actual pounds per 1,000 square feet. All hard surfaces (sidewalks, parking, etc.) will be blown off after fertilizer applications.

SCHEDULING

In lieu of detailed time/date schedules for treatment, the contractor shall in coordination with the Parks Director, develop a schedule that is mutually agreeable to both. In the event of a disagreement, the schedule of the Parks Director will prevail.

The contractor shall not apply any herbicide when rainfall is forecasted within eight hours of time of applications, during periods of rainfall, immediately following periods of rainfall or while vegetation retains surface moisture on the surface of plants. The City shall not pay for such services performed during such conditions.

HERBICIDE / FERTILIZER DAMAGE

Any turf grass that is killed or permanently damaged by the application of herbicide or fertilizer, shall be replanted by the contractor by means of sodding. Growth will be assured. Replanting shall be done at no additional cost to the City.

Care shall be taken to avoid herbicide drift and damage to adjacent trees, shrubs, and other plant material. No herbicide applications will take place when the wind is consistently in excess of eight (8) miles per hour.

Contractor will be responsible for any damage done to plant material or other property during maintenance operations. Contractor will be responsible for replacement of all plant material damaged or destroyed by their employees.

LAWS & REGULATIONS

The contractor must have current Texas Department of Agriculture license. A copy of the license and a listing of the license numbers shall be required when bid is submitted and as they change during the contract period.

All herbicides shall be mixed and applied in strict accordance with the manufacturer's E.P.A. Registered Label.

The contractor shall comply with all herbicide application requirements as set forth by the Texas Structural Pest Control Board, the Texas Department of Agriculture, the Federal Environmental Protection Agency and manufacturers' instructions provided with chemicals on labels and/or accompany brochures. If the chemical mix being used is suspect, the Texas Department of Agriculture will be requested to check and verify requirements.

All equipment used by the contractor for herbicide application must be inspected and licensed by Texas Department of Agriculture and must comply with all applicable State, Federal and OSHA regulations. The contractor shall submit a listing of equipment to be used with the bid as a basis for the City to determine the contractor's ability to perform the work within the time frame specified. A permanent rotating amber caution light will be mounted on top of each piece of

equipment that operates from public roads or inside park boundaries along with TXDOT approved road signage.

Warning signage will be required and will be mounted on 12"-24" stakes or holders. Signage is to be provided by the contractor with verbiage similar to the following: **"WARNING: This Park/Facility is scheduled for Herbicide Treatment in the next 48 hours. If turf appears wet, please stay off until dry."** The signage is required to contain the contractor's name and telephone number. The proper number and size of signs will be placed so as entrance into the Park from any direction will not be possible without at least one sign being seen. Signage to be removed by contractor within 48 hours after application completed by the contractor

Zoom Links:

Homer Rhodes is inviting you to a scheduled Zoom meeting.

Topic: PRE-BID MEETING: ANNUAL CITY GROUNDS MAINTENANCE CONTRACT FOR VARIOUS CITY FACILITIES RFB No.: 2021-22-18

Time: Mar 10, 2022 11:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89969592011?pwd=WEhJS21DcVpRTUpRZnhhNE1YOTdlQT09>

Meeting ID: 899 6959 2011

Passcode: 978711

888 788 0099 US Toll-free

.....

Homer Rhodes is inviting you to a scheduled Zoom meeting.

Topic: BID OPENING: ANNUAL CITY GROUNDS MAINTENANCE CONTRACT FOR VARIOUS CITY FACILITIES RFB No.: 2021-22-18

Time: Mar 18, 2022 11:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88612342801?pwd=UkZ2UEpROElkNU1raWFxcUdKa3JtZz09>

Meeting ID: 886 1234 2801

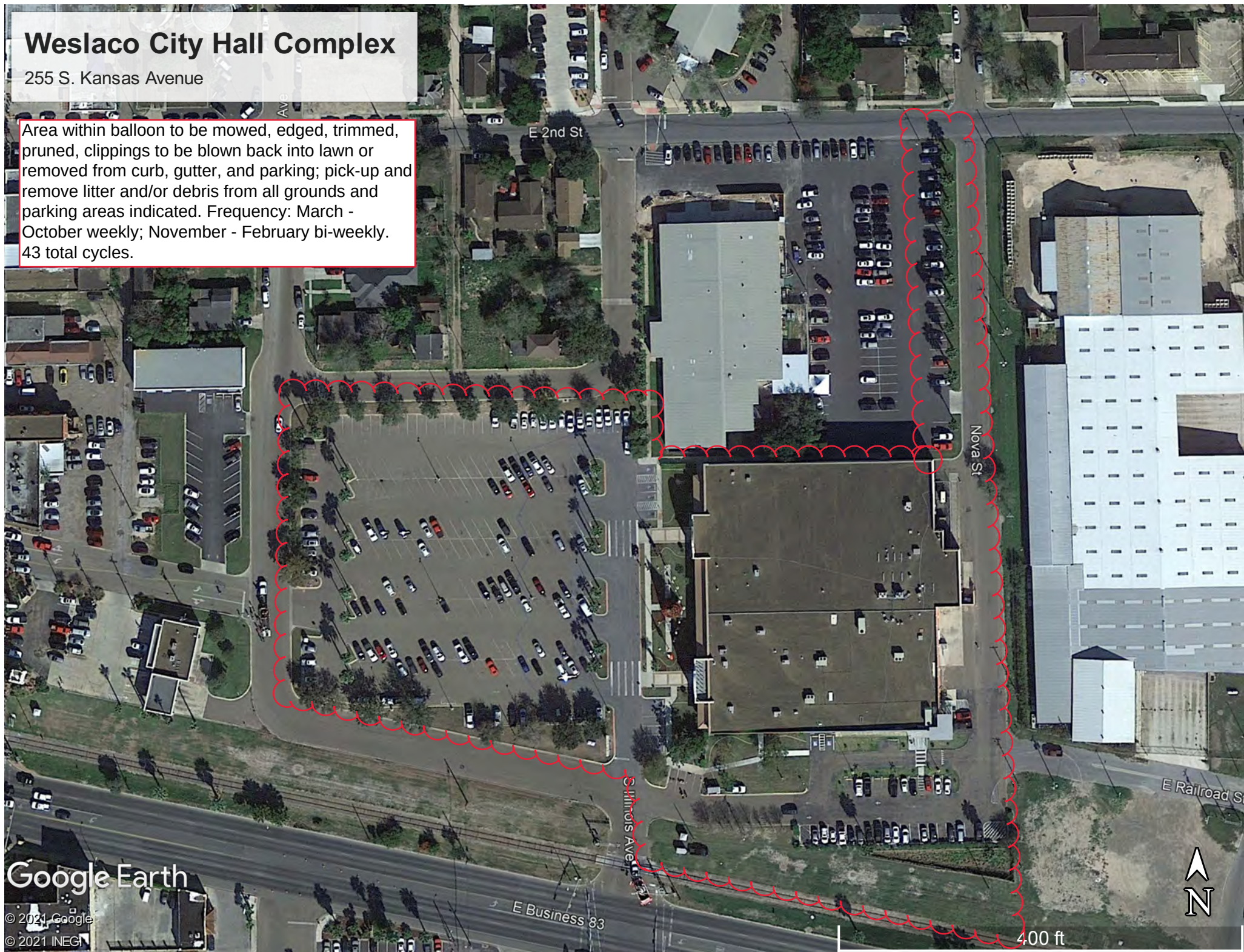
Passcode: 557940

888 788 0099 US Toll-free

Weslaco City Hall Complex

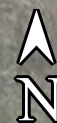
255 S. Kansas Avenue

Area within balloon to be mowed, edged, trimmed, pruned, clippings to be blown back into lawn or removed from curb, gutter, and parking; pick-up and remove litter and/or debris from all grounds and parking areas indicated. Frequency: March - October weekly; November - February bi-weekly. 43 total cycles.



Google Earth

© 2021 Google
© 2021 INE



400 ft

Area within balloon to be mowed, edged, trimmed, pruned, clippings to be blown back into lawn or removed from curb, gutter, and parking; pick-up and remove litter and/or debris from all grounds and parking areas indicated. Frequency: March - October weekly; November - February bi-weekly. 43 total cycles.



Fire Station 2 - Flag Plaza - Library - Bank

5th - 6th Kansas - Illinois

Area within balloon to be mowed, edged, trimmed, pruned, clippings to be blown back into lawn or removed from curb, gutter, and parking; pick-up and remove litter and/or debris from all grounds and parking areas indicated. Frequency: March - October weekly; November - February bi-weekly. 43 total cycles.

E 5th St

S Kansas Ave

S Illinois Ave



300 ft 6th St

Google Earth

© 2021 Google

© 2021 INEGI

Fire Station 3

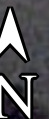
1020 W 18th Street

Area within balloon to be mowed, edged, trimmed, pruned, clippings to be blown back into lawn or removed from curb, gutter, and parking; pick-up and remove litter and/or debris from all grounds and parking areas indicated. Frequency: March - October weekly; November - February bi-weekly. 43 total cycles.

Google Earth

© 2021 Google

© 2021 INEGI



100 ft

Weslaco Public Safety Building

900 N Airport Drive

Border Patrol Weslaco Station

Area within balloon to be mowed, edged, trimmed, pruned, clippings to be blown back into lawn or removed from curb, gutter, and parking; pick-up and remove litter and/or debris from all grounds and parking areas indicated. Frequency: March - October weekly; November - February bi-weekly. 43 total cycles.

E Expressway 83

E Frontage Rd

N Airport Dr

N Airport Dr

N
N
N

200 ft

Google Earth

Weslaco Police Department

Golden Corral

Municipal Court

Weslaco Police Firing Range

1000 N Airport Drive

Area within balloon to be mowed, edged, trimmed, pruned, clippings to be blown back into lawn or removed from curb, gutter, and parking; pick-up and remove litter and/or debris from all grounds and parking areas indicated. Frequency: bi-weekly. 26 total cycles.



Mid Valley Airport & US Customs and Border Patrol

1909 Joe Stephens Avenue

Area within balloon to be mowed, edged, trimmed, pruned, clippings to be blown back into lawn or removed from curb, gutter, and parking; pick-up and remove litter and/or debris from all grounds and parking areas indicated. Frequency: March - October weekly; November - February bi-weekly. 43 total cycles.

La Abuela Mexican Foods

s Ave

Joe Stephens Ave

Joe Stephens Ave

Joe Stephens Ave

Joe Stephens Ave

Joe Stephens Ave

arroquin Aviation Maintenance

De Leon Aircraft Maintenance Professional
Google Earth

US Customs and



200 ft

Weslaco Animal Shelter

1206 Joe Stephens, Suite B (located on Sugar Sweet Avenue)

Area within balloon to be mowed, edged, trimmed, pruned, clippings to be blown back into lawn or removed from curb, gutter, and parking; pick-up and remove litter and/or debris from all grounds and parking areas indicated. Frequency: bi-weekly. 26 total cycles.

Google Earth

Sugar Sweet Ave

Sugar Sweet Ave

Sugar Sweet Ave

Weslaco Animal Care Services



200 ft

CITY OF WESLACO
COST FACTOR SHEET FOR GROUNDS MAINTENANCE CONTRACT
RFB No.: 2021-22-18 "Re-Bid"

Proposed by:

Company Name	Address	City	State	Zip
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Phone No.	E-mail	Signature	Date
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Item	Location	Frequency	Item fee	Annual Cost
1	CITY HALL / UTRGV / EDC	43		
2	FIRE STATION 1	43		
3	FIRE STATION 2 / LIBRARY / FLAG PLAZA BANK	43		
4	FIRE STATION 3	43		
5	POLICE STATION	43		
6	SHOOTING RANGE	26		
7	AIRPORT TERMINAL	43		
8	CUSTOMS & BORDER PROTECTION	43		
9	ANIMAL SHELTER	26		

TOTAL BID AMOUNT



Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5249	
From:			
Subject: Discussion and consideration to award RFB No. 2021-22-17 for Street Materials to the most advantageous bidders: Frontera Materials, Terra Firma Materials, and Asphalt Oil Express based on Street Material-Bid Tabulation, price agreement effective for one year starting on date of award with an option for an additional year renewal and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: Hot/Cold mix - Frontera, Caliche - Terra Firma Materials, MC30 Oil - Asphalt Oil Express			
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 Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approval.			
Attachments, if any: Memo 2022 Price Agreement for Street Materials Final, 2022 TAB-STREET MATERIAL 3.18.2022, 2021 STREET MATERIAL TABULATION 3.26.2021, Asphalt Oil Bid 2021-22-17 2, Terra Firma Bid Pricing			
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

Martin Garza, Interim City Manager

Date: April 5, 2022
To: City Commission
From: David Arce, Deputy Public Works Director
Subject: RFB STREET MATERIALS 2021-22-17
Cc: Martin Garza, Interim City Manager
Vidal Roman, Finance Director

On March 18, we received 3 bids for various street materials. Public Works Department is requesting approval of a price agreement with

1. Frontera Materials for Hot or Cold Mix, and Terra Firma as an alternate.
2. Terra Firma Materials for caliche picked up and delivered and Frontera Materials Inc. as an alternate.
3. Asphalt Oil Express for MC30 oil, and Terra Firma as an alternate.

All materials have increased in price from last year which will impact the budget for street overlays that were projected. Hot mix increased by about \$40 a ton or about \$1,000 per load. Caliche had an increase at about 20%, and oil had an increase of about 40%.

Staff Recommends Approval.



CITY OF WESLACO
STREET MATERIALS - RFB NO.: 2021-22-17 TABULATION
Bid Opening held on: 3/18/2022 @ 10:00 AM via ZOOM / BIDNET

FRONTERA MATERIALS, INC.
 Eddie Forshage
 P.O. Box 1449
 Elsa, Texas 78543
 Phone No.: 956.607.5965
 lizg@fmitex.com

Terra Firma Materials, LLC
 Nancy C. Davenport
 9312 E. Curve Rd.
 Edinburg, Texas 78542
 Phone No.: 956.348.8212
 accounting@terrafirmamaterials.c

Asphalt Oil Express
 Edwardo Garza
 P.O. Box 3217
 Edinburg, Texas
 Phone No.: 956.270.8929
 eg2377@yhoo.com

Item	Description	Estimated Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Hot Mix - Tons Delivered	17,000	\$94.00	\$1,598,000.00	\$96.86	\$1,646,620.000	\$0.000	\$0.00
2	Hot Mix - Tons at Location	3,000	\$80.00	\$240,000.00	\$84.86	\$254,580.000	\$0.000	\$0.00
3	Cold Mix - Tons Delivered	300	\$114.00	\$34,200.00	\$125.00	\$37,500.000	\$0.000	\$0.00
4	Cold Mix - Tons at Location	300	\$100.00	\$30,000.00	\$113.00	\$33,900.000	\$0.000	\$0.00
5	Caliche - Tons Delivered	10,000	\$18.00	\$180,000.00	\$17.75	\$177,500.000	\$0.000	\$0.00
6	Caliche - Tons at Location	5,000	\$7.00	\$35,000.00	\$5.75	\$28,750.000	\$0.000	\$0.00
7	MC30 Oil - Gallons Delivered	0	\$0.000	\$0.00	\$7.50	\$0.000	\$0.00	\$0.00
8	MC30 Oil - Gallons at Location	10,000	\$0.000	\$0.00	\$6.50	\$65,000.000	\$6.50	\$65,000.00
			Frontera		Terra Firma		Asphalt Oil Express	

Tabulation created by: Homer Rhodes
DATE: 3/18/2022



CITY OF WESLACO
STREET MATERIAL - RFB NO.: 2020-21-10 Preliminary TABULATION
Bid Opening held on: 3/26/2021 @ 3:00 PM via ZOOM

FRONTERA MATERIALS, INC. Barry M Ehlinger P.O. Box 1449 Elsa, Texas 78543 Phone No.: 956.607.5965 barry@fmitex.com	CAPA / Upper Valley Materials Larry Hinojosa 3609 W. Palma Vista Drive Palmview, Texas 78572 Phone No.: 956.279-5795 lhinojosa@capatexas.com	Texas Cordia Isabel Martinez 3149-A Center Pointe Drive Edinburg, Texas 78539 Phone No.: 956.386-0289 isabel@texascordia.com	Terra Firma Materials, LLC Samantha Gonzalez 9312 E. Curve Rd. Edinburg, Texas 78542 Phone No.: 956.348.8212 estimating@terrafirmamaterials.com	Asphalt Oil Express Edwardo Garza P.O. Box 3217 Edinburg, Texas Phone No.: 956.270.8929 eg2377@yahoo.com
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Item	Description	Estimated Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Hot Mix - Tons Delivered	10,000	\$71.70	\$717,000.00	\$68.00	\$680,000.00	\$72.050	\$720,500.00	\$66.73	\$667,300.000	N/B	#VALUE!
2	Hot Mix - Tons at Location	3,000	\$59.95	\$179,850.00	\$62.00	\$186,000.00	\$64.150	\$192,450.00	\$53.73	\$161,190.000	N/B	#VALUE!
3	Cold Mix - Tons Delivered	300	\$93.70	\$28,110.00	\$86.00	\$25,800.00	\$81.000	\$24,300.00	\$106.73	\$32,019.000	N/B	#VALUE!
4	Cold Mix - Tons at Location	300	\$83.00	\$24,900.00	\$80.00	\$24,000.00	\$73.000	\$21,900.00	\$93.73	\$28,119.000	N/B	#VALUE!
5	Caliche - Tons Delivered	10,000	\$15.00	\$150,000.00	N/B	#VALUE!	N/B	#VALUE!	\$18.85	\$188,500.000	N/B	#VALUE!
6	Caliche - Tons at Location	5,000	\$5.50	\$27,500.00	N/B	#VALUE!	N/B	#VALUE!	\$5.85	\$29,250.000	N/B	#VALUE!
7	Road Bond - Delivered	300	N/B	#VALUE!	N/B	#VALUE!	\$4.850	\$1,455.00	N/B	#VALUE!	N/B	#VALUE!
8	Road Bond - at Location	300	N/B	#VALUE!	N/B	#VALUE!	\$3.350	\$1,005.00	N/B	#VALUE!	N/B	#VALUE!
9	MC30 Oil - Gallons Delivered	0	N/B	#VALUE!	N/B	#VALUE!	\$5.000	\$0.00	N/B	#VALUE!	N/B	#VALUE!
10	MC30 Oil - Gallons at Location	10,000	N/B	#VALUE!	N/B	#VALUE!	\$3.500	\$35,000.00	\$7.75	\$77,500.000	\$5.50	\$55,000.00

FRONTERA

CAPA

Texas Cordia

Terra Firma

Asphalt Oil Express

Tabulation created by: Homer Rhodes

DATE: 3/26/2021

Staff Recommendation

Low Bidder

Asphalt Oil Express
P.O.BOX 3217
EDINBURG, TEXAS 78540
(956)270-8929

MARCH 30, 2022

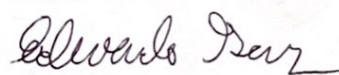
ATTN: CITY OF WESLACO

MR. DAVID ARCE

RE: BID NO. 2021-22-17

PRICE QUOTE. GOOD FOR ONE YEAR. MC-30 WILL BE PICKED UP AT MY LOCATION AS NEEDED.

THANK YOU



EDUARDO GARZA

OWNER



Oscar Cuellar

Terra Firma Materials, LLC

9312 E Curve Rd.

Edinburg, Tx 78542

City of Weslaco

Attention: David Suarez

1912 Joe Stephens Ave.

Weslaco, Tx 78599

Re: CITY OF WESLACO RFB NO. 2020-21-10 STREET MATERIALS

Dear City of Weslaco:

As per our phone conversation on 03/28/2022 with David, all the pricing submitted will be good for a year from date of award. I have added the pricing that was submitted for your reference. If you have any questions, please feel free to call me at (956) 330-6220 or email me at ocuellar@ioccompany.com

Thank you,

A handwritten signature in blue ink, appearing to be "Oscar Cuellar", is written over a horizontal line.

Oscar Cuellar

Terra Firma Materials, LLC

Managing Member

STREET MATERIALS COST FACTOR SHEET

BID No.: 2021-22-17

THIS INFORMATION IN THE OPINION OF THE CITY OF WESLACO PUBLIC WORKS DEPARTMENT IS THE YEARLY ESTIMATION OF STREET IMPROVEMENT AND CONSTRUCTION PROJECTED USAGE OF STREET MATERIAL BASED ON BUDGETARY ANALYSIS AND PROJECTIONS ARE SUBJECT TO CHANGE.

ITEM No.:	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT PRICE	TOTAL PRICE
1	HOT MIX - DELIVERED	17000 TONS	\$ 96.86	\$ 1,646,620.00
2	HOT MIX - AT LOCATION	3000 TONS	\$ 84.86	\$ 254,580.00
3	COLD MIX - DELIVERED	300 TONS	\$ 125.00	\$ 37,500.00
4	COLD MIX - AT LOCATION	300 TONS	\$ 113.00	\$ 33,900.00
5	CALICHE - DELIVERED	10000 TONS	\$ 17.75	\$ 177,500.00
6	CALICHE - AT LOCATION	5000 TONS	\$ 5.75	\$ 28,750.00
7	MC30 OIL - DELIVERED	0 GALLON	\$ 7.50	\$ -
8	MC30 OIL - AT LOCATION	10000 GALLON	\$ 6.50	\$ 65,000.00

The Terra Firma Materials, LLC (Bidder), having read the instructions and specification, proposes to furnish the Street Material(s) for the full and firm price indicated on this Bid Form / Cost Factor Sheet, 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. 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 3rd day of March, 2022

AUTHORIZED SIGNATURE:

(Failure to sign will disqualify Bid)

TYPE / PRINT NAME: Nancy C Davenport

TITLE: Member

COMPANY: Terra Firma Materials, LLC

ADDRESS: 9312 E. Curve Rd. CITY: Edinburg STATE: TX ZIP CODE: 78542

TELEPHONE: (956) 380-2897 FAX: (956) 380-4085

Email: accounting@terrafirmamaterials.com



Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5275
From:		
Subject: Discussion and consideration to award RFB #2021-22-15 for the pavement markings project to the most advantageous bidder, Pavement Markings Inc. based on tabulation and price agreement and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)		
Background: See Attached Memo.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Albert Aldana Albert Aldana ANDREW MUNOZ		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends that Valley Striping be awarded a one-year pavement marking contract.		
Attachments, if any: 03-30-22CC_Pavement Markings, Bid Tab Sheet_Pavement Markings		
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

Martin Garza, Interim City Manager

DATE: March 30, 2022

TO: Mayor Suarez, City Commission,
Interim City Manager Martin Garza

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

RE: **RFB 2021-22-15 Pavement Markings
Bid Tabulation and Recommendation**

Two bids were received for the subject project by the bid deadline on March 21, 2022 at 10:00 AM. The bidders included Valley Striping Corp out of Mission, Texas and Pavement Markings, Inc out of Donna, Texas.

Valley Striping Corp submitted an incomplete bid which excluded a bid bond with their bid submittal as required. Additionally, Valley Striping submitted no bids for bid items for traffic handling, installation of signs, and relocation and removal of signs.

Pavement Markings, Inc. submitted a complete bid with bid bond and bid prices for all bid items.

As a result, it is recommended that **Pavement Markings, Inc.** be awarded a pavement markings contract.

Also, for your information, the following are the roadways being considered for markings and their estimated costs.

1. Westgate Drive between IH-2 Westbound Frontage Rd and Cypress St. **(0.5 Mi. - \$20K)**
2. Votech Drive between IH-2 Westbound Frontage Rd and Pike Blvd **(0.3 Mi. - \$8K)**
3. Pike Blvd between Border Rd and Airport Dr **(1.5 Mi. - \$25K)**
4. 18th Street between Border Rd and Bridge St **(1.0 Mi. - \$30K)**
5. Dolores Huerta between 2nd Street and Pike Blvd **(0.6 Mi. - \$15K)**
6. Airport Dr between US Business 83 and IH-2 Eastbound Frontage Rd **(1.0 Mi. - \$15K)**

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



WESLACO TRAFFIC SIGNAL IMPROVEMENTS

RFB 2021-22-15

BID TABULATION

				VALLEY STRIPING	PAVEMENT MARKINGS, INC
ITEM-CODE		BID ITEM DESCRIPTION	UNIT	BID AMT	BID AMT
ITEM NO	DESC CODE				
500	6001	MOBILIZATION	LS	\$2,500.00	\$1.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HAN- DLING	MO	No Bid	\$1.00
644	6001	INS SM RD SN SUP & AM TY 10BWG (1) SA(9)	EA	No Bid	\$300.00
644	6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	No Bid	\$100.00
644	6076	REMOVE SM RD SN SUP & AM	EA	No Bid	\$50.00
666		REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	\$0.85	\$0.55
666		REFL PAV MRK TY I (W)4"(SLD)(100MIL)	LF	\$0.85	\$0.55
666	6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	\$1.70	\$2.80
666	6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	\$1.70	\$2.80
666	6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	\$3.00	\$4.40
666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	\$6.00	\$8.80
666	6093	REFL PAV MRK TY I (W)(RR XING)(100MIL)	EA	\$750.00	\$300.00
666	6099	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	EA	\$30.00	\$30.00
666	6105	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	\$90.00	\$100.00
666	6111	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL)	EA	\$150.00	\$140.00
666		REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	LF	\$6.00	\$8.80
666		REFL PAV MRK TY I (Y) 4" (BRKN) (100MIL)	LF	\$0.85	\$0.55



WESLACO TRAFFIC SIGNAL IMPROVEMENTS

RFB 2020-21-30

BID TABULATION

ITEM- CODE		BID ITEM DESCRIPTION	UNIT	BID AMT	BID AMT
ITEM NO	DESC CODE				
666	6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	LF	\$1.70	\$2.80
666	6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LF	\$3.00	\$4.40
666	6147	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LF	\$3.00	\$4.40
668	6077	PREFAB PAV MRK TY C (W) (ARROW)	EA	\$200.00	\$160.00
668	6078	PREFAB PAV MRK TY C (W) (DBL ARROW)	EA	\$400.00	\$400.00
668	6083	PREFAB PAV MRK TY C (W) (LNDP ARROW)	EA	\$600.00	\$300.00
668	6085	PREFAB PAV MRK TY C (W) (WORD)	EA	\$300.00	\$240.00
668	6095	PREFAB PAV MRK TY C (W)(BIKE RR XING)	EA	\$650.00	\$300.00
672	6006	REFL PAV MRKR TY I-A	EA	\$4.00	\$2.40
672	6007	REFL PAV MRKR TY I-C	EA	\$4.00	\$2.90
672	6008	REFL PAV MRKR TY I-R	EA	\$4.00	\$2.90
672	6009	REFL PAV MRKR TY II-A-A	EA	\$4.00	\$3.40
672	6010	REFL PAV MRKR TY II-C-R	EA	\$4.00	\$2.90
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	\$0.75	\$1.00
677	6005	ELIM EXT PAV MRK & MRKS (12")	LF	\$2.25	\$3.00
677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	\$4.50	\$6.00



Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5323
From:		
Subject: Discussion and consideration to approve the sole source purchase of a single-stage centrifugal blower for the North Wastewater Treatment Plant and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.)		
Background: See Memo		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Albert Aldana Albert Aldana ANDREW MUNOZ		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of sole source purchase		
Attachments, if any: Memo re Aerator Blower, Howden Proposal_Aeration Blower		
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

Martin Garza, Interim City Manager

DATE: March 30, 2022

TO: Mayor Suarez, City Commission,
Interim City Manager Martin Garza

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

RE: **Aerator Blower for North Wastewater Treatment Plant
Sole Source Purchase**

The North Wastewater Treatment Plant needs a new blower for the aeration basin. The existing blower at the basin needs much needed maintenance to extend its life and continue operating.

After discussions with Inframark and our consultant, Cruz-Hogan Engineers, it is recommended that a new blower by the same manufacturer be installed that will enable us to remove the existing one for maintenance while the new one continues its operation. The replacement blower must be able to use existing master control panel and components to operate while the other is removed. This can be accomplished in a more cost-effective and efficient way by purchasing a new one of the same brand as the existing one, directly from the manufacturer.

Therefore, this agenda item seeks your authorization to sole source purchase the aerator. We have a proposal from Howden for a total cost of \$305,700.00. Shipment of the blower will take approximately 42 weeks from the date the order is placed.

Staff recommends approval of this item.

TURBLEX®

a Howden Brand



Proposal Weslaco WWTP

Howden Roots LLC

To: City of Weslaco
For: City of Weslaco, TX
Project: Weslaco WWTP

Our reference Howden: HROVCP0138
Date: November 22, 2021

Contact: Vandy Parthasarathy
Tel: +1 417 380-5728
E-Mail: Vandy.Parthasarathy@howden.com
Web: www.howden.com

Revolving Around You™



Howden Ref. No.: HROVCP0138
Location: Weslaco, TX, USA
Date: 11/22/2020
INCOTERM: DAP – Jobsite, Weslaco, TX

Represented by: Dennis Fishbeck
Hartwell Environmental
Phone: (281) 799 - 2895
Email: dfishbeck@Hartwellenv.com

City of Weslaco – Weslaco WWTP Blower Replacement

One (1) Turblex high efficiency single-stage centrifugal air blower model KA5SV-GK200, accessories and controls with variable diffusers for variable output capacity control and inlet guide vanes to provide a dual vane control system for efficiency optimization and minimized power consumption. The blowers are designed for a capacity of 4,450 SCFM (14.7psia, 36% RH, 68°F) at 9.5 psig discharge pressure

Standard Major Skid Components (pre-piped and pre-wired):

Turblex blower air-end with integral speed increasing gearbox

250 HP Premium efficiency main drive electric motor:

- 480v/60hz/3ph, 3600 RPM, TEFC enclosure, anti-friction ball bearings, 40°C ambient rated
- Suitable for reduced voltage soft start

Coupling and guard

Structural steel base

Oil lube system with mechanical oil pump, air-to-oil cooler, and simplex oil filter

Standard Skid Instrumentation (pre-piped and pre-wired):

Blower gearbox vibration transmitter

Blower bearing RTDs

Motor winding and bearing RTD's

Motor bearing vibration transmitter (1 per bearing)

Motor current transmitter

Reverse rotation switch

Inlet temperature transmitter

Inlet temperature gauge

Oil sump temperature transmitter

Oil pressure gauge

Oil temperature gauge

Oil dirty filter indicator

Low oil level indicator

Surge switch

Shipped Loose Components (shipped loose for field mounting and wiring by others):

Turblex design, 2-stage local inlet filter/silencer

Inlet filter differential pressure switch/gauge assembly

Set of vibration isolation pads

Inlet & discharge pressure transmitter

Discharge pressure gauge

Discharge temperature gauge

Inlet flex connector

Discharge cone/silencer

Local Control Panels (Skid mounted and pre-wired on the blowers):

Blower includes a skid mounted NEMA 12 Local Control Panel with A-B CompactLogix programmable logic controller that will contain the start-stop permissive sequence, surge alarms, all safety monitoring and shutdown controls. Controls for variable vanes, electric oil pump, and blow-off valves are included. Panel door mounted items include Allen Bradley Panelview Plus 7, 10.4" color operator interface monitor, main disconnect, and emergency stop. Hourmeter on blower termination enclosure. A 120v/60hz/1ph 30 amp power supply is required (and the panel is a UL listed assembly).

Paint:

Manufacturer's standard finish.

Start-up and Onsite Services:

Start-up and operator training is included per Howden standards. Additional service is available per Howden Service Rate schedule.

- One (1) trip – Four (4) days total onsite (assume 8 hr days, Mon-Fri) for blower start-up, MCP modification/tuning and operator training.

Factory Tests: (for witnessed testing, contact Howden)

Factory Standard Test – Non-witnessed
Functional Control Panel Test – Non-witnessed
Lubrication System Mechanical Run Test – Non-witnessed
Main Drive Motor Routine Test – Non-witnessed

Payment Terms:

- 10% upon acceptance of purchase order by Howden
- 20% upon issuance of complete submittal package
- 20% upon receipt of raw materials, including: gearing, casings, and impellers
- 20% upon successful completion of blower factory Performance Test
- 20% at time of final shipment
- 10% upon completion of blower startup (Not to exceed 6 months from delivery)

Terms are 100% of invoiced value without deduction and are due net 30 days. Payment shall not be dependent on Contractor being paid by any third parties. The equipment shall be deemed accepted in the event that the Seller's equipment is placed into commercial operation other than for any required testing and commissioning. Supplier retains the right to file a lien on the equipment or suspend the work in progress due to non-payment by Contractor. Quote is subject to an acceptable credit check.

Drawings and Shipment:

Submittal for approval will be in 10-12 weeks after acceptance of the order by Howden. Shipment will be 28-30 weeks after approved submittal. Delivery will be DAP Jobsite, Weslaco, TX, Per INCO Terms 2020.

Warranty:

Warranties will expire eight-teen (18) months after shipment or twelve (12) months after start-up (which shall be the Howden certified date the equipment is available for beneficial use), whichever occurs first. Under no circumstances will the warranty begin upon "beneficial use", completion of the project, or acceptance of the equipment as determined by the engineer or end user. Any and all warranty terms and conditions detailed in the proposal herein shall supersede and/or supplement the warranty language denoted in the Howden standard terms and conditions.

Order of Precedence:

In the case of conflict and/or ambiguity between any sections of this proposal, the following shall be the priority:

- a) Howden Proposal dated November 22, 2021.
- b) Howden Roots LLC Standard Terms for Sale of Goods.

Items Not Included:

Installation, duties, taxes, loading or unloading, flow meters, main drive motor starter, blow-off silencer, blow-off valve, check valve, discharge isolation valve, discharge expansion joint, gaskets or hardware for piping or valve installation, anchor bolts or embedded anchors, interconnecting pipe, louvers, temporary items required for field acceptance tests (temporary instruments, devices, piping, motors, utilities etc), fittings, bolts, nuts, gaskets, wiring, oil and lubricants (other than listed above), or any other items not specifically listed above.

Price:

Price is **\$ 305,700 USD**. This proposal is a budgetary offer. Under no circumstances shall it establish any obligation on Howden' behalf nor shall it be considered to be a firm or binding offer by Howden. This proposal is based upon the attached Howden terms and conditions as further restricted or limited to the conditions of this proposal.

Name: Vandy Parthasarathy
Phone: +1 417 693 3913

Regional Sales Manager
Email: Vandy.Parthasarathy@Howden.com

HOWDEN Budget

Turbo Performance data

22-11-21: 16:42:26

DOC-H

Dual Vane

ID: 2021-11-22_164226-825

Project: Weslaco, TX

HV-TURBO Environmental Compressor: KA5SV-GK200

Powersupply : E-motor, RPM = 3600

with Variable diffuser: for Flow regulation

and with Variable Guidevanes : for minimizing Power consumption.

Inlet Conditions:

Pressure: see Table, Temperature: see Table., relative Humidity : see Table.

Volume flow : 4450 scfm (@14.7 psia, 36 % rh, 68 deg. F)

press. press.		Inlet- flow %	Compressor performance and Power consumption on the Motorshaft at Inlet conditions :									
P0	P2		104.00 °F 75 %		68.00 °F 60 %		30.00 °F 30 %		°F %		°F %	
psia	psia		acfm	hp	acfm	hp	acfm	hp	acfm	hp	acfm	hp
14.650	24.150	100.0	5005	230.7	4491	211.4	4117	197.3				
14.650	24.150	75.0	3754	172.2	3369	155.3	3088	147.9				
14.650	24.150	60.0	3003	140.3	2695	128.4	2470	121.0				
14.650	24.150	45.0	2252	111.0	2021	100.7	1853	95.3				
14.650	23.150	100.0	5005	221.0	4491	199.8	4117	189.2				
14.650	23.150	75.0	3754	158.9	3369	147.9	3088	140.9				
14.650	23.150	60.0	3003	128.1	2695	120.4	2470	114.0				
14.650	23.150	45.0	2252	101.6	2021	94.2	1853	90.3				
14.650	22.550	100.0	5005	213.8	4491	195.6	4117	185.7				
14.650	22.550	75.0	3754	153.7	3369	143.2	3088	138.5				
14.650	22.550	60.0	3003	124.2	2695	115.6	2470	112.1				
14.650	22.550	45.0	2252	96.6	2021	90.8	1853	87.2				

- Inlet pressure drop 0.2 psi
- All losses incl. mech. oil pump are included.
- For ASME PTC-10 TORQUE METER TEST
with power tolerance of + 0% /- 4%.

Preliminary

v2.43278

CONFIDENTIAL

TURBLEX

Howden Turbo

PV-Plot

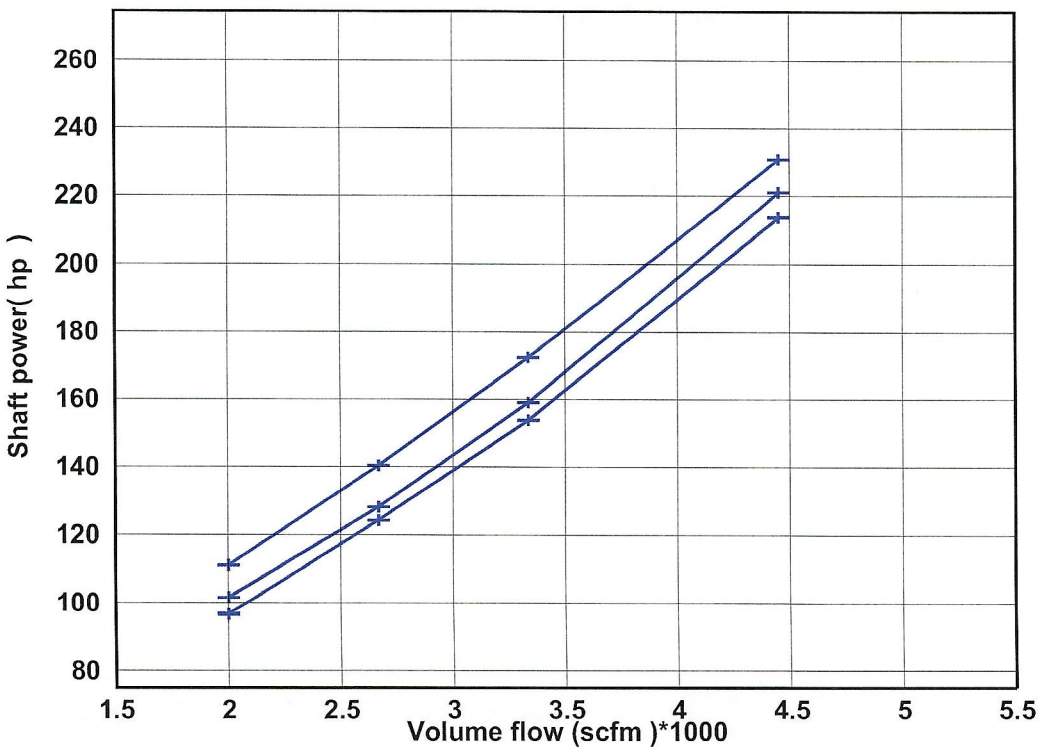
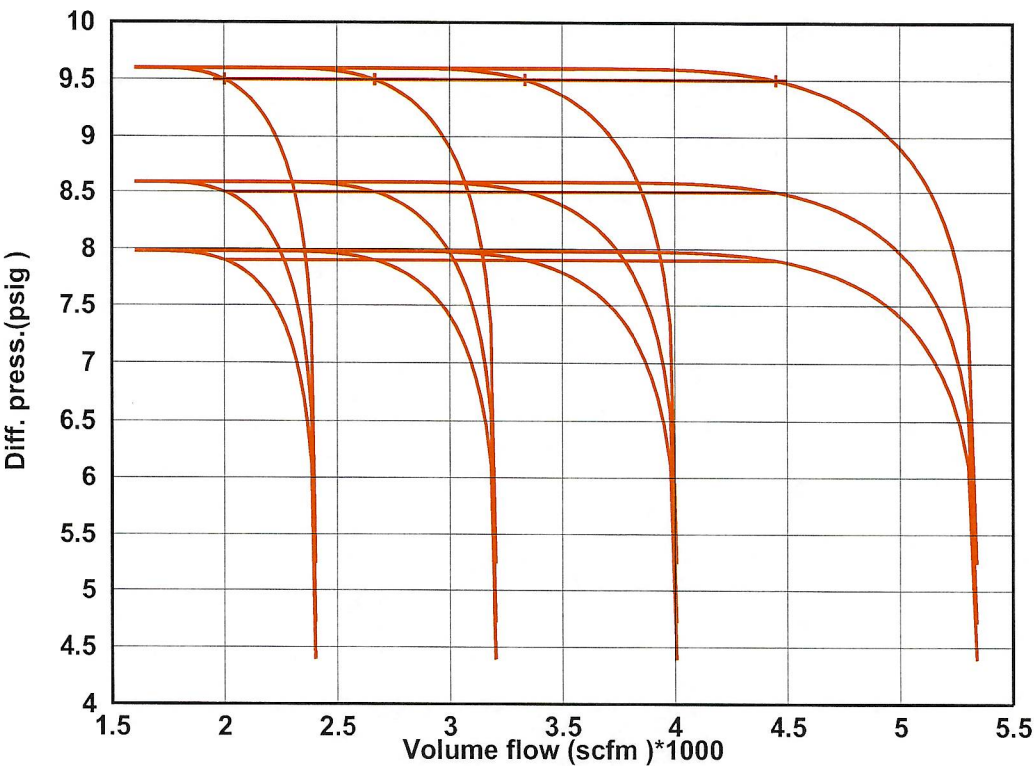
Site: Weslaco WWTP
Client: Weslaco
ID: 2021-11-22_164226-825

Sign: _____

HV-TURBO

Environmental Compressor
KA5SV-GK200

Curves valid for nominal conditions:
Inlet Pressure: 14.65 / 14.65 / 14.65 psi
Inlet Temperature: 104.00 F
Relative Humidity: 75. %



Howden Turbo

PV-Plot

Site: Weslaco WWTP

Client: Weslaco

ID: 2021-11-22_164226-825

Sign: _____

HV-TURBO

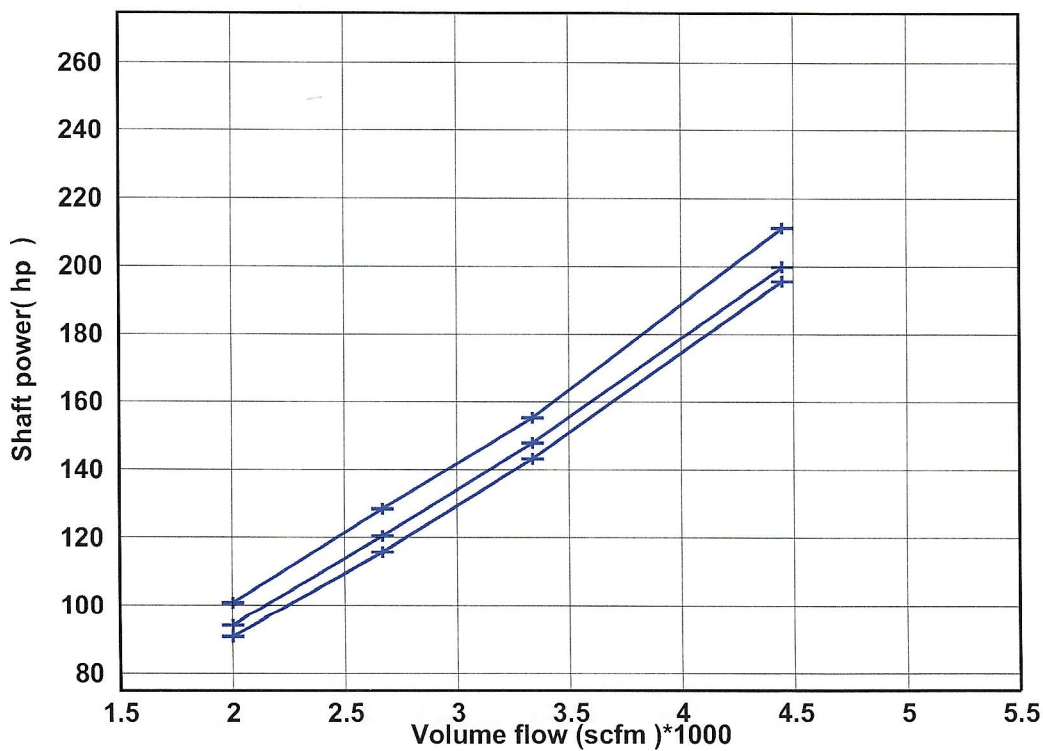
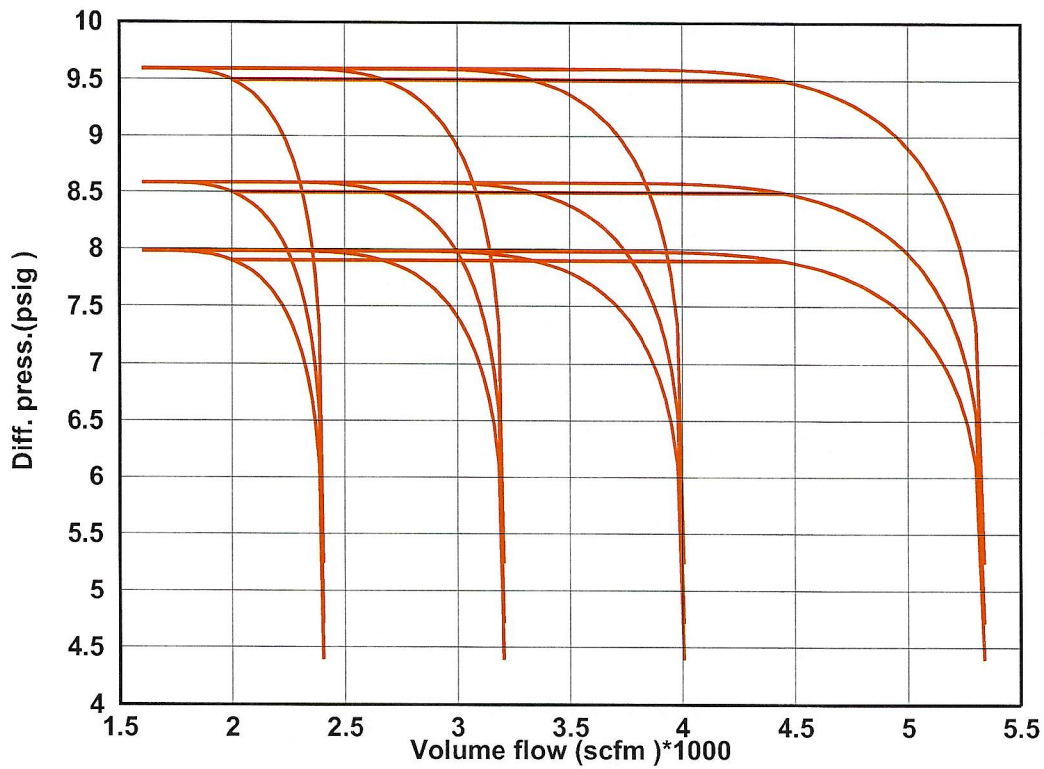
Environmental Compressor
KA5SV-GK200

Curves valid for nominal conditions:

Inlet Pressure: 14.65 / 14.65 / 14.65 psi

Inlet Temperature: 68.00 F

Relative Humidity: 60. %



Howden Turbo

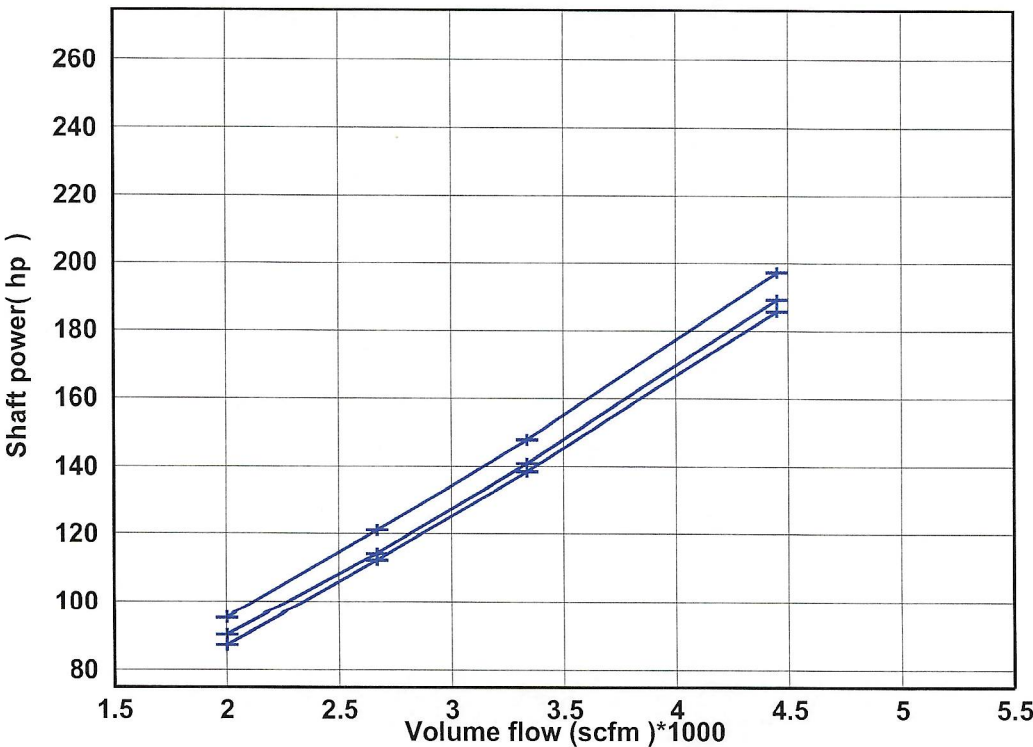
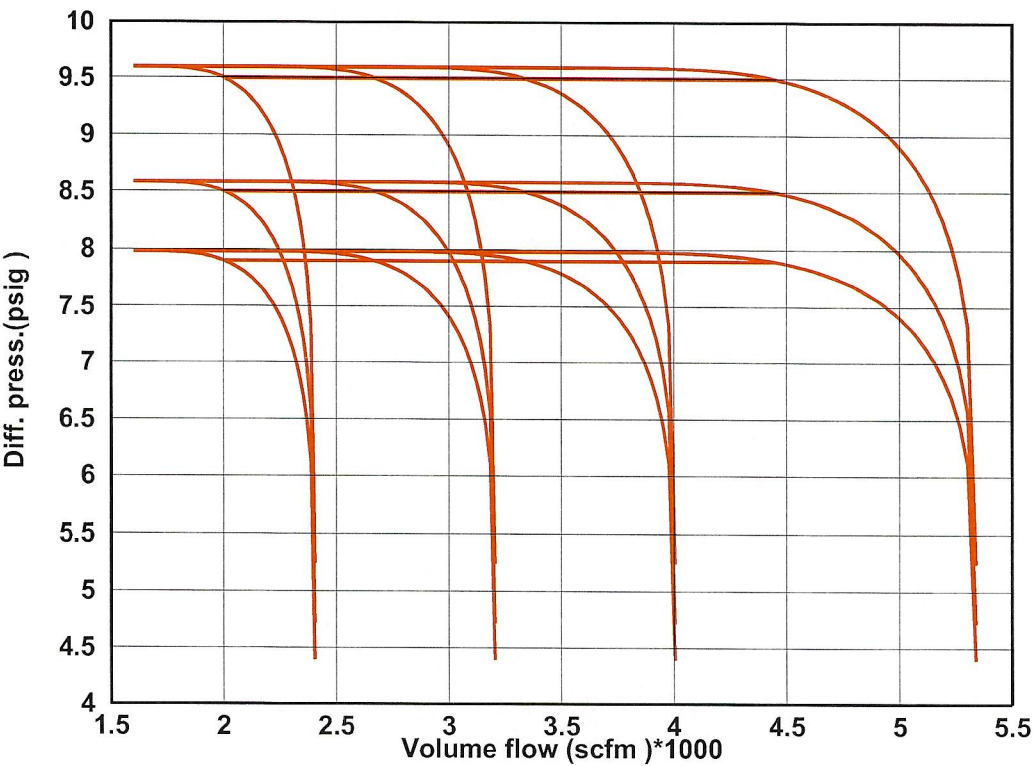
PV-Plot

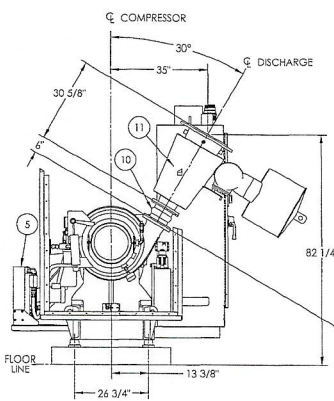
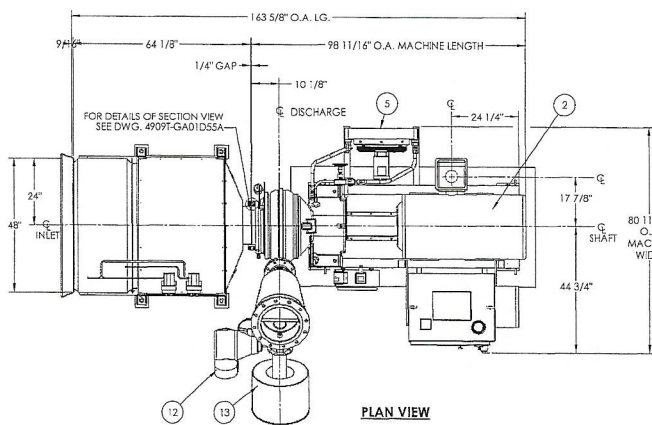
Site: Weslaco WWTP
Client: Weslaco
ID: 2021-11-22_164226-825

Sign: _____

HV-TURBO
Environmental Compressor
KA5SV-GK200

Curves valid for nominal conditions:
Inlet Pressure: 14.65 / 14.65 / 14.65 psi
Inlet Temperature: 30.00 F
Relative Humidity: 30. %





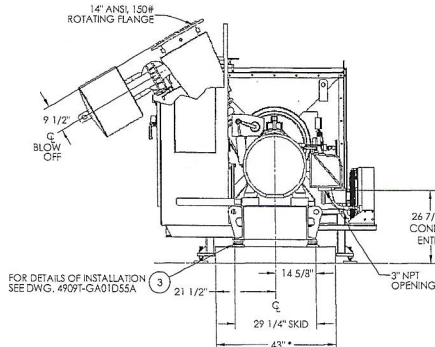
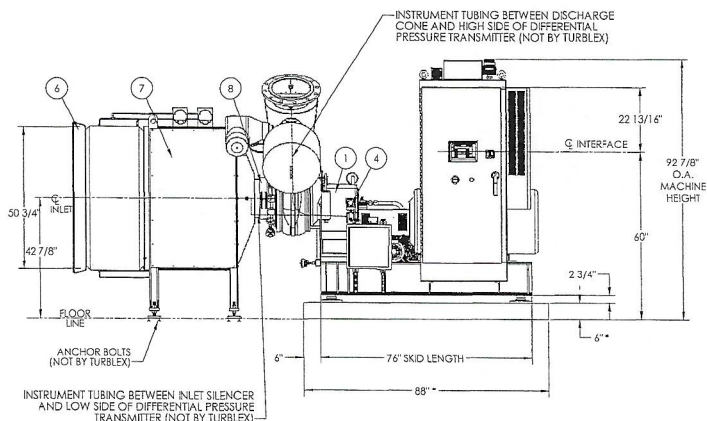
ITEM	DESCRIPTION	WEIGHT
1	COMPRESSOR	1406
2	MOTOR, (250 HP)	3100
3	VIBRATION ISOLATOR (SHIP LOOSE)	30
4	DIFFERENTIAL PRESS. TRANSMITTER	15
5	AIR OIL COOLER	150
6	INLET LOOPER W/ BRACKET (SHIP LOOSE)	existing
7	INLET FILTER/SILENCER (SHIP LOOSE)	1390
8	INLET FLEX CONNECTOR (SHIP LOOSE)	7
9	NOT USED	
10	DISCHARGE EXPANSION JOINT (SHIP LOOSE)	existing
11	DISCHARGE CONE/SILENCER (SHIP LOOSE)	existing
12	BLOW-OFF VALVE/ACTUATOR (SHIP LOOSE)	existing
13	BLOW-OFF SILENCER (SHIP LOOSE)	existing
14	LOCAL CONTROL PANEL	103

ESTIMATED COMPRESSOR PACKAGE WEIGHT: 6,603 lbs.

ITEM D

ALL COMPONENTS AND PIPING DOWNSTREAM OF EXPANSION JOINT MUST BE SUPPORTED BY CUSTOMER PIPING. FOR DETAILS OF EXPANSION JOINT ALLOWABLE MOVEMENTS AND DISCHARGE FLANGE ALLOWABLE LOADS, SEE DWG. 4909T-GA01D55A.

For reference from existing KA5 blower install



NOTE:

1. FOR SPECIFICATIONS AND CONTRACTOR INFORMATION SEE DWG. NO. 4909T-GA01D55A
2. * FIELD DIMENSIONS TO BE VERIFIED BY ENGINEER/CONTRACTOR/OWNER.

AS BUILT

REV	DATE	BY	DESCRIPTION
1	10/25/07	RAM	ADDED DIA 10 LCP
2	11/14/07	RAM	ADDED DIA 10 LCP
3	11/14/07	RAM	ADDED DIA 10 LCP
4	11/14/07	RAM	ADDED DIA 10 LCP
5	11/14/07	RAM	ADDED DIA 10 LCP
6	11/14/07	RAM	ADDED DIA 10 LCP
7	11/14/07	RAM	ADDED DIA 10 LCP
8	11/14/07	RAM	ADDED DIA 10 LCP
9	11/14/07	RAM	ADDED DIA 10 LCP
10	11/14/07	RAM	ADDED DIA 10 LCP
11	11/14/07	RAM	ADDED DIA 10 LCP
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13	11/14/07	RAM	ADDED DIA 10 LCP
14	11/14/07	RAM	ADDED DIA 10 LCP

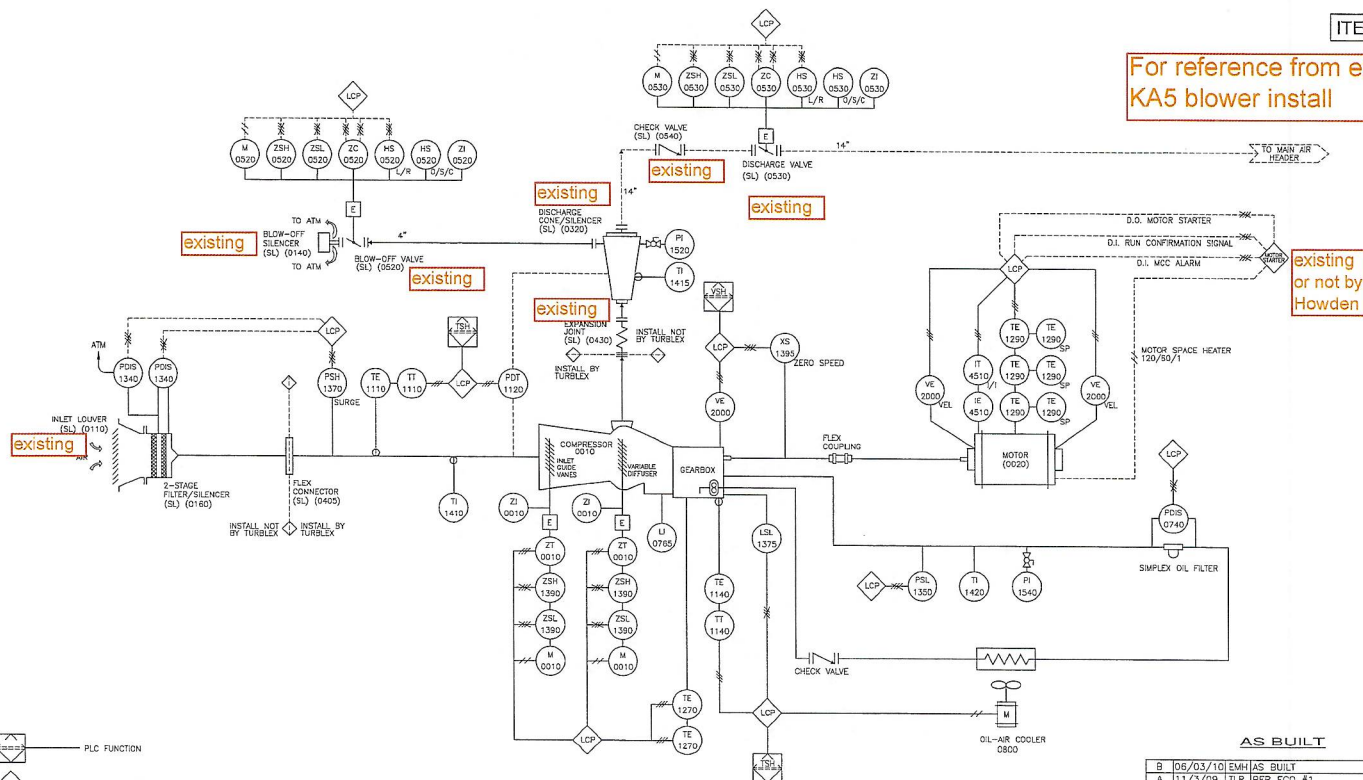
TURBLEX INC.

A Siemens Company

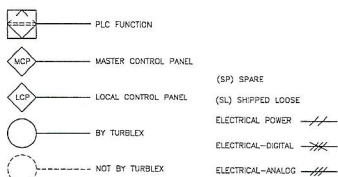
TITLE: GENERAL ARRANGEMENT DRAWING
 FOR TURBLEX MODEL NO. KA5-2500
 CUSTOMER: CITY OF ARLING, TX
 DESIGNED: J. D. B. (J. D. B.)
 DRAWN BY: RAM
 CHECKED BY: J. D. B. (J. D. B.)
 DATE: 05/05/09
 SCALE: 1/4" = 1'-0"
 DRAWING NO.: 4909T-GA01D55A

ITEM D

For reference from existing
KA5 blower install



existing
or not by
Howden



L:\DWG\JOBS\4909T\PD02B01

AS BUILT

B	06/03/10	EMH	AS BUILT
A	11/3/09	TLR	PER ECO #1
REV	DATE	BY	DESCRIPTION
TURBLEX INC. A Siemens Company			
TITLE: PROCESS & INSTRUMENTATION DRAWING FOR TURBLEX MODEL KA55-GK200			
CUSTOMER: CITY OF WESLACO, TX WWTP WESLACO, TX			
STD/REV:	CHECKED BY: TC		
DRAWN BY: EMH	APPROVED BY: TC		
DATE: 06/25/09	SCALE: NONE		
DRAWING NO. 4909T-PD02B01			

1. DEFINITIONS

Buyer: means the purchaser, whose name is set out in Howden's quote or as shown in Howden's acceptance of the Buyer's order.

Contract: means the agreement arising as a result of the Buyer's acceptance of Howden's quote, or Howden's acceptance of the Buyer's order, incorporating these terms and conditions.

Contract Price: means the total sum payable as specified in the Contract.

Direct Costs: means such direct costs borne and incurred by Howden associated with the Contract up to and including the date of suspension and/or termination, including but not limited to manufacturing costs, salaries, third party supplier costs and reasonable overhead and profit margin.

Goods: means the equipment, parts or materials as specified in the Contract.

Howden: means the Howden business unit, which bids for, or accepts an order from the Buyer.

Services: means, as set forth in the Contract: (i) Construction Services: the supply of equipment, subcontracted craft labor supplied by and under the direct supervision of Howden, including on-site technical support in a variety of applicable trades and disciplines, to accomplish equipment installation and maintenance service; and/or (ii) Technical Services: supervisory and/or on-site technical support services supplied by Howden.

2. GENERAL

- 2.1 The Contract shall be subject to these terms and conditions as stated in or referred to in Howden's quote/proposal. Acceptance is made expressly subject to and conditioned upon acceptance of these North American Standard Terms and Conditions for Goods and Services. Any conflicting or additional terms submitted by Buyer in any request for quote, inquiry, purchase order or other contract document are expressly objected to without the need of any further notice of objection and they shall not, under any circumstances, be binding upon Howden unless expressly accepted in writing by Howden. In the event of any conflict with Buyer's order terms, these terms shall in all cases prevail. Acceptance shall not be delayed due to additions, minor omissions or defects that do not materially affect the use of the Goods.

3. PERFORMANCE

- 3.1 Any figures quoted by Howden for performance are based on Howden's experience and are such as Howden expects to attain on test. Howden will accept no liability for failure to attain any such figures unless Howden has specifically guaranteed them, subject to any tolerances specified or agreed to by Howden. If Howden specifically agrees in writing to guarantee performance, Howden is only responsible for proven performance deficiencies after Howden has been given notice and a reasonable opportunity to correct the deficiencies, and only if, and to the extent, Howden has agreed in writing to a liquidated damage clause which shall not in any event result in Howden incurring liability in excess of the Contract Price.

4. INSPECTIONS AND TESTS

- 4.1 Howden products are carefully inspected and where practicable, subject to Howden's standard tests before dispatch. If tests other than those specified in Howden's quote or tests in the presence of the Buyer or the Buyer's representative are required, these will be at additional cost to the Buyer. In the event the Buyer delays in carrying out any inspection or attending such tests after being given at least forty-eight (48) hours' notice that Howden is ready to test, the inspection or tests will proceed in the Buyer's absence and shall be deemed to have been made in the Buyer's presence and the results accepted by the Buyer.

5. DELIVERY

- 5.1 Unless otherwise agreed, delivery shall be Ex-Works in accordance with Incoterms 2020, and partial deliveries shall be acceptable to the Buyer.
- 5.2 In the event that Howden is unable to achieve the agreed Incoterms for reasons attributable to the Buyer within fourteen (14) days from notification of Goods readiness, Howden shall be entitled to invoice the Buyer and receive payment. Furthermore, after this fourteen (14) day period, storage costs will be chargeable to the Buyer in accordance with Section 6.1.

6. STORAGE

- 6.1 If the Buyer, for reasons not attributable to or beyond the control of Howden, is unable to: (i) take delivery of the Goods; (ii) arrange storage; or (iii) where applicable, give Howden its forwarding instructions to enable the dispatch of the Goods within fourteen (14) days from notification of Goods readiness, Howden may provide for storage of the Goods or arrange warehousing on the Buyer's behalf, in each instance at the Buyer's risk and cost. All such charges shall be due and payable by the Buyer on receipt of a simple receipt from Howden or the warehouse keeper as evidence of such storage or warehousing.

7. TITLE AND RISK

- 7.1 Legal and beneficial ownership (title) of the Goods shall remain vested in Howden until full payment of the Contract Price has been made by the Buyer.
- 7.2 The Goods will be at the Buyer's risk from the date of delivery, or if delivery is delayed by the Buyer for any reason, risk will transfer to the Buyer from the date that delivery should have taken place.

8. SUBCONTRACTING

- 8.1 At its option, Howden may arrange for the manufacture of proprietary and subcontracted Goods and/or assembly, testing or any site related Services to be carried out by Howden (Howden manufacturing facilities operate Quality Management Systems compliant with EN ISO 9001), and/or Howden's choice of approved subcontractor. Any assignment by Buyer of the Contract without the express written permission of Howden shall be null and void.

9. TERMS OF PAYMENT

- 9.1 Unless otherwise agreed, payment shall be made within thirty (30) days from the date of Howden's invoice by electronic funds transfer (EFT) or automated clearing house (ACH) transaction.

- 9.2 Should any payment fall into arrears, Howden is entitled to postpone or cancel performance of the Contract wholly or in part and to be paid immediately for performance of the Contract to date (without obligation for liquidated damages, if applicable, incurred due to such termination).
- 9.3 Howden reserves the right to charge late fees at the lesser of the rate of 1.5% per month (18% per annum) or the maximum amount permitted by law, and require Buyer to pay all of Howden's collection costs.
- 9.4 No claim by the Buyer under warranty or otherwise shall entitle the Buyer to any deduction, retention or withholding of any part of the Contract Price. The terms of payment must be adhered to and any such claims handled separately.
- 9.5 For milestone payments required under this Contract, Howden may invoice on the original milestone completion date if the milestone is not met due to Buyer's fault, untimely response or unreasonable delay. In the event that Buyer seeks to modify the Contract, Buyer agrees to make payments in accordance with the original contract terms until such time as modification is mutually agreed upon. Howden only waives claims for payment to the extent that such payments have been received by Howden. If, in Howden's reasonable opinion, Buyer's financial condition may jeopardize full or timely payment, Howden may: (i) require full or partial payment as a condition to commencing or continuing its performance (including in advance of any shipment); or (ii) recover Goods from the carrier, if shipment has been made.
- 9.6 Buyer shall be responsible for all sales, use, value added and similar taxes ("Sales Taxes") required on the Goods and Services, which shall be in addition to the consideration payable for such Goods and Services. If Howden invoices Buyer for such Sales Taxes, then Buyer shall pay such amounts to Howden concurrent with the payment of the consideration upon which such Sales Taxes are calculated. If Howden does not invoice Buyer for such Sales Taxes, Buyer shall report and remit such Sales Taxes directly to the appropriate taxing authority within the time period required by law and shall provide evidence of such remittance to Howden upon request. Buyer shall be responsible for all import, export, customs duties, fees and similar charges ("Duties") in respect of the Goods and Services, and if Howden is required to pay any amount of Duties in respect of the Goods and Services, then Buyer shall reimburse Howden for such amount upon request.
- 9.7 Howden reserves the right to adjust the Contract Price if Howden incurs extra costs due to changes or delays caused by Buyer. If, during the performance of this Contract, the price of raw materials significantly increases through no fault of Howden, the price of the Goods shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any raw material increase in price exceeding 5% experienced by Howden from the date of the Contract. Where the delivery of Goods is delayed through no fault of Howden, as a result of the shortage or unavailability of raw materials, Howden shall not be liable for any additional costs or damages associated with such delay(s). If a supplier increases the price of its equipment incorporated into the Goods during production, Buyer acknowledges that Howden may increase the price of the Goods accordingly. Such price increases shall be documented through quotes, invoices, or receipts.

10. CONTRACT CHANGES

- 10.1 In the event of a change to the Contract ("CO") resulting in an extension to the delivery date(s) which will impact Howden's invoice schedule, Howden reserve the right to invoice the Buyer for the original Contract Price in accordance with the most recent project plan, prior to the CO. Previous invoice milestones will be adjusted pro-rata and invoiced upon Howden's acceptance of the CO. Howden shall be entitled to an equitable adjustment for any increased cost and an adequate extension of time required by Howden to complete the Contract in accordance with any CO.
- 10.2 If Howden deems it necessary to vary any aspect of the Goods and/or the Contract due to an unforeseen change in any applicable law, local regulation or standard becoming effective or taking place after conclusion of the Contract, Howden shall inform the Buyer in writing defining explicitly the changes deemed necessary. In this case, Howden shall be entitled to an equitable adjustment for any increased cost and an adequate extension of time required by Howden to complete the Contract in accordance with any applicable law, local regulation or standard.

11. LIABILITY FOR DELAY

- 11.1 Any lead times quoted by Howden shall run from Howden's acceptance of the Buyer's order and/or on Howden's receipt of all necessary information to enable Howden to commence work under the Contract, whichever is later, and shall be subject to continued and timely performance from the Buyer.
- 11.2 Should Howden agree in the Contract to pay Buyer any liquidated damages, such liquidated damages shall be the Buyer's sole and exclusive remedy in the event of Howden's delay.
- 11.3 If Howden is delayed in its performance of the Contract solely attributable to the fault of the Buyer, the Buyer's agent and/or other contractors, Howden is entitled to receive payment at the time Howden was originally scheduled to be paid notwithstanding the delay. Shipments held beyond the scheduled date at the request or fault of Buyer may be billed immediately to Buyer including reasonable expenses incident to such delay, and Buyer shall assume the risk of loss thereof.

12. SERVICES

- 12.1 **Technical Services.** The following provisions shall apply where the Contract includes Technical Services:
- (i) Buyer shall be responsible for furnishing all fully qualified labor, equipment, materials, tools and supplies for implementation of such Technical Services required at site as specified in the Contract.
 - (ii) Howden's sole responsibility in providing Technical Services shall be to provide suitably qualified supervisor(s) who shall give the Buyer the benefit of their technical expertise with the Goods or similar installations and who shall advise the Buyer's personnel as to the installation in an efficient manner. It shall be the Buyer's sole responsibility to carry out installation and to achieve the desired work schedules, timescales and quality of workmanship for installation using appropriately qualified workmen in sufficient numbers to achieve the task.
 - (iii) Howden shall not be responsible for any overruns in the installation and the Buyer shall not be entitled to instruct Howden's supervisor(s) to undertake any work in addition to supervision, whether or not necessary to achieve such installation.
 - (iv) If, due to any overruns in the timescales for installation, Howden is required to keep its supervisor(s) on site for longer than anticipated, Howden shall be entitled to charge for the further site attendance at Howden's standard daily rate.

- (v) If the Technical Services work is suspended by the Buyer or for any reason beyond Howden's control for more than two (2) working days, Howden shall be entitled to withdraw its supervisor(s) from site. If the Buyer requires Howden's attendance on site thereafter, the Buyer will pay the supervisor(s) return travel fares (business class) and any other reasonable costs Howden incurs due to the withdrawal from, and the return to, the site.
- 12.2 Construction Services.** The following provisions shall apply where the Contract includes Construction Services:
 - (i) Howden shall provide specialized and trained subcontractor craft labor to perform the Construction Services work under the direct supervision and management of Howden.
 - (ii) Fixed price or time and material contracts are quoted separately based on a specific individual statements of work.
- 13. ALL SERVICES**
 - 13.1** Unless specified in the Contract, Howden is only the supplier of the Goods and shall have no responsibility for the assembly and installation of Goods.
 - 13.2** For all Services provided by Howden, Buyer agrees to the following: (i) where the site is offshore or otherwise inaccessible or is located overseas, provide all necessary transportation facilities to and from site; and (ii) obtain all necessary statutory and other consents, approvals, licences and permissions for Services, for the work to proceed, and for Howden personnel to travel to and from the site.
 - 13.3** The Buyer shall indemnify Howden against any loss, damage or injury including death suffered by the person or property of Howden, its subcontractor, the Buyer, or respective personnel or any third party and against any claims, liability, costs or expenses associated therewith or arising out of the Buyer's performance of Services or the Buyer's failure to perform or otherwise, except as expressly provided under Section 17.1, including, but not limited to, that which was caused by faulty lifting tackle, scaffolding, equipment and/or other facilities provided by the Buyer.
 - 13.4** Howden's on site personnel, subcontractors and/or representatives shall be given unobstructed access to the site and the work. If there are delays caused by anyone other than Howden, the time and expense of the same shall be charged to the Buyer.
 - 13.5** Howden is an independent contractor and is not responsible for any oversight for completion of the Services, or for the property or employees of the Buyer or others, including, without limitation, matters such as health and safety, or security.
 - 13.6** Howden shall comply with applicable Canadian, U.S. and/or provincial/territorial/state/local statutes, acts, ordinances, regulations, codes, and laws that apply to Howden's performance of the Services. Howden shall comply with job/site requirements as mutually agreed upon by the parties. Buyer shall advise Howden's personnel in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site, including proper Material Safety Data Sheets (MSDS). Howden's personnel shall not be required to take any action, or to enter or remain in any area where he/she reasonably determines that it would be unsafe. In such instance, Howden shall be excused from site attendance and the event will be considered a Force Majeure.
 - 13.7** Any associated Goods shall be considered accepted at the earlier of: (i) when Services is complete and the Goods have completed such tests as are specified in the Contract or otherwise are to Howden's reasonable satisfaction; and (ii) forty five (45) days after the Goods have been delivered by Howden, although not installed or successfully commissioned or tested due to reasons attributable to the Buyer or to industrial action or anything beyond Howden's reasonable control.
- 14. SUSPENSION**
 - 14.1** The Buyer shall have the right to suspend the Contract. If the suspension period should exceed thirty (30) days, Howden has the right to consider the Contract terminated for convenience and be compensated in accordance with Section 15.1. Upon resumption of performance, Howden shall have the right to equitable relief as necessary in accordance with Section 10.
- 15. TERMINATION**
 - 15.1** Buyer may terminate this Contract, in whole or in part, upon at least seven (7) calendar days advanced written notice to Howden. In the event of termination for Buyer's convenience, Howden shall be reimbursed for the reasonable Direct Costs incurred by Howden in performing the Contract until termination and for its costs in effecting such termination notwithstanding any other provision of the Contract. Any Goods or Services sold by Howden that are incomplete shall be deemed to be sold "AS IS," "and" "WITHOUT WARRANTY OR GUARANTEE OF ANY KIND."
 - 15.2** If Howden fails to cure a material breach within a reasonable time after receipt of notice of breach from Buyer, and on Howden's acceptance of such breach, Buyer shall have the right, at its option, to terminate the Contract upon payment to Howden for work performed until the time of termination.
 - 15.3** Howden may cancel this Contract, in whole or in part, at any time if: (i) Buyer suspends work or delays delivery in accordance with Section 14.1 beyond 45 days without it being mutually agreed upon in advance; (ii) Buyer breaches any material term of this Contract; and/or (3) Buyer files bankruptcy or otherwise fails to either make full and timely payments, meet its obligations, or provide further assurances.
- 16. WARRANTY**
 - 16.1** Howden warrants that: (i) any Goods provided hereunder will be of good material and workmanship; (ii) any Services provided by Howden shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Goods and/or Services supplied by Howden hereunder will conform to any applicable technical specifications and/or drawings that have been agreed upon between the parties as set forth in the Contract.
 - 16.2** In the event that defects appear in the Goods under proper use, Buyer's sole and exclusive remedy thereof shall be that Howden will repair or replace such Goods at Howden's option and cost (but not including transportation, removal, reinstallation, and decontamination) within the warranty period set forth in the Contract. Unless otherwise expressly agreed, the warranty for Goods shall be whichever period expires earlier: (i) twelve (12) months from first operation of any such Goods; or (ii) eighteen (18) months from Howden's delivery date (at the applicable Incoterms point of delivery quoted by Howden).

- 16.3** Howden's warranty on Services performed by Howden will be in effect: (i) until ninety (90) days after the date of performance of any Technical Services; and (ii) one year after the date of performance of any Construction Services. The Buyer's sole and exclusive remedy for breach thereof shall be the re-performance of such Services by Howden.
- 16.4** Howden's warranty shall exclude liability for defects arising from: (i) installation, commissioning and/or operation, not in accordance with Howden's O&M manual or good industry practice; (ii) use of unapproved spares, unauthorized modification or alteration of the Goods; (iii) normal wear and tear; (iv) the failure of Buyer and/or the end-user to provide adequate storage; or (v) use of the equipment otherwise than in accordance with the agreed operational parameters (including composition, pressure and temperature of the feed gas). No part shall be deemed defective by reason of its failure to resist fouling and the action of erosive or corrosive gases.
- 16.5** Any warranty repair or replacement of Goods or re-performance of Services shall be warranted by Howden for the remainder of the original warranty period. No "evergreen" or "in-place" warranty is being provided.
- 16.6** Howden shall have the sole right to specify the manner and timeframe for such repair/replacement/ re-performance. Defective/non-conforming parts(s)/Goods must be returned to Howden free of all contaminants and, in the event of replacement, will become the property of Howden unless Howden instructs otherwise. If Howden opts to perform any warranty obligations in-place, Buyer shall, without cost to Howden, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Howden to perform its warranty obligations.
- 16.7** THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. HOWDEN'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR APPLICATION. HOWDEN DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSION OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.
- 17. LIABILITY FOR ACCIDENTS AND DAMAGE**
- 17.1** Howden will indemnify Buyer from non-nuclear claims brought by third parties against Buyer for (i) bodily injury (including death); and (ii) property damage, each only to the extent directly caused by the negligence of Howden. Howden shall not be responsible for the acts/omissions of Buyer or others. Howden's indemnity obligations shall not apply to Buyer property or any nuclear activity/incident.
- 18. INSURANCE**
- 18.1** Howden shall maintain the following insurance coverage: (1) Commercial General Liability with limits of \$1,000,000 combined single limit occurrence for Bodily Injury, Physical Property Damage of third party property, and Contractual Liability coverage, subject to an annual aggregate of \$2,000,000; (2) Automobile Liability – Bodily Injury/Physical Property Damage in the amount of \$1,000,000 combined single limit each occurrence; and (3) Workers Compensation Insurance – statutory, as to Howden's employees. If requested, Howden will provide an ACORD form of certificate confirming such coverage. Howden's provision of a certificate of insurance in accordance with Buyer's site requirements does not constitute Howden's acceptance of Buyer's terms of purchase. Howden shall have no other or further obligations related to insurance or coverage.
- 19. LIMITATION OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL DAMAGES**
- 19.1** Notwithstanding anything to the contrary contained herein or elsewhere in the Contract and save to the extent this limitation is prohibited by law:
- (i) Howden's total liability pursuant to this Contract whether by way of indemnity, for breach of Contract, warranty or guarantee obligations or by reason of any tort, statute or otherwise shall in no event exceed the Contract Price.
 - (ii) Howden shall not be liable to Buyer, end-user or any third party, for any indirect, punitive or consequential damages of any kind or nature whatsoever, or for loss of profits/revenue or loss of production, regardless of whether such damages are based upon Contract, tort, strict liability in tort, negligence or indemnity.
- This Section shall survive any termination, default, cancellation or any other discontinuance of this Contract.
- 19.2** Any duty to indemnify under these terms and conditions/the Contract is conditioned upon Buyer: (i) making no statement prejudicial to Howden; (ii) providing prompt and detailed notice to Howden of any such claim; (iii) tendering the defense/settlement to Howden with sole control over the same; and (iv) providing full cooperation, authority, and assistance to Howden.
- 19.3** Buyer's rights and remedies shall be deemed sole and exclusive and in place of those at law and equity. The exclusions and limitations set forth in these terms and conditions shall control at all times and survive any breach or termination of the Contract. If any provision of these terms and conditions of this Contract or part thereof shall be held by judicial determination to be invalid or unenforceable they shall be severed from this Contract and the valid or enforceable parts of these terms and conditions shall continue in full force and effect.
- 20. NO HAZARDOUS SUBSTANCES**
- 20.1** Howden warrants to the Buyer that no Hazardous Substance will be used or is contained in the manufacture and supply of the Goods. For the purpose of this Section 20.1, a "Hazardous Substance" means asbestos or any material containing asbestos that is capable of causing harm to the natural and man-made environment including all or any of the following media: air (including air within buildings and other natural or man-made structures above or below the ground), water, land, and any ecological systems and living organisms (including man) supported by those media, and in the case of people, this includes offense caused to any of their senses or harm to their property.
- 21. INTELLECTUAL PROPERTY**
- 21.1** Howden will indemnify the Buyer against any claim for infringement of copyright, patent, registered design or trade mark (published at the date of the Contract) by the use or sale of any Goods supplied by Howden to the Buyer and against all

costs and damages which the Buyer may incur in any action for such infringement or for which the Buyer may become liable in any such action. This indemnity shall not apply to any infringement which is due to: (i) Howden having followed a design, process or instruction furnished or given by the Buyer; (ii) the use of such article or material in a manner, or for a purpose, or in a country, not specified or disclosed to Howden; or (iii) the use of such article or material in association or combination with any other article or material not supplied by Howden. This indemnity is conditional on the Buyer giving Howden the earliest possible notice in writing of any claim being made or action threatened or brought against the Buyer and on the Buyer permitting Howden, at its own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim. The Buyer warrants that any design or instruction furnished or given by the Buyer shall not cause Howden to infringe any copyright, letters patent, registered design or trademark in the execution of the Contract. If as a result of any such claim of infringement, the continued use of the Goods for the purpose intended is enjoined by any court of competent jurisdiction, Howden shall, at its option and expense: (i) procure for Buyer the right to continue using such Goods; (ii) replace or modify the Goods so that the Goods become non-infringing; or (iii) refund the purchase price of the infringing Goods. The foregoing is the sole remedy of Howden with respect to infringement.

- 21.2** All patents, copyright and other intellectual property rights in or relating to the Goods or their design or the specifications, drawings, manuals or information prepared or supplied by Howden, or which arise under or in the course of Howden's performance of the Contract, are, shall be and shall remain Howden's absolute property and shall not be used or reproduced without Howden's consent in writing. Howden shall grant the Buyer a royalty free licence to use such intellectual property rights for the sole purpose of operating and maintaining the Goods. Notwithstanding any other provisions or requirements of this Contract, except as set forth in this Section 21.1, no intellectual property or proprietary information is being sold, granted, transferred, licensed, or assigned; there are no works-made-for-hire or unrestricted use (any government rights shall be "limited rights"). Buyer shall not reverse engineer or otherwise attempt to re-create the Goods/Services.

22. CONFIDENTIALITY

- 22.1** Any specifications, drawings, manuals, information or particulars supplied with Howden's quote or under the Contract are supplied by Howden in confidence. They shall not be used by the Buyer except for the purposes of the Contract and for the proper use of the Goods and shall not be disclosed by the Buyer to any third party (except the Buyer's employees having a need to know for the aforesaid purposes) for any other purpose whatsoever without Howden's prior written agreement. The foregoing shall not apply to information which is or becomes public knowledge without fault or failure by the Buyer or its employees.

23. EXPORT CONTROL

- 23.1** The Buyer agrees that it will not participate directly or indirectly in the sale, resale, export, transfer or disposal of Howden products or technology ("Products") to any entity or to any country in breach of applicable export control and sanctions laws including but not limited to those of the US, Canada or other countries (together "Export Control and Sanctions Rules") and the Buyer will not sell, resell, export, transfer, dispose or otherwise deal with the Products to any country, destination or person without first obtaining any required export licence or other governmental approval, and completing such formalities as may be required by Export Control and Sanctions Rules. The Buyer shall not put the Products in their entirety or in part to any use in connection with any prohibited or illicit end use including, but not limited to, use in nuclear, chemical or biological weapons or rocket or missile applications. Upon Howden's request, the Buyer shall provide information in response to any reasonable request (including a written certification) regarding compliance with applicable laws, rules or regulations and/or in connection with any applications made by Howden to the authorities in connection with the export or supply of the Products. Failure by the Buyer to comply with the terms of this clause shall constitute a material breach of the Contract. Howden reserve the right to refuse to enter into or to perform any order, to cancel any order, or to void any warranty concerning the Products, if Howden determines, at its sole discretion, that the entry into such order or the performance of the transaction to which such order relates would be unlawful or be at risk of prohibition by any Export Control and Sanctions Rules. Howden shall be excused from performance, and not be liable for damages or costs of any kind including, but not limited to, liquidated damages and/or penalties for late delivery, for failure to deliver or delay in delivering the Products, or for delay or refusal to repair or replace under any warranty, resulting from Howden's exercise of its rights in accordance with this Section 23.1.
- 23.2** Buyer warrants that it or any ultimate end user does not intend to use the Goods or Services in any atomic/nuclear installation or activity. If such use is intended, Buyer shall notify Howden prior to entering into any contract with Howden and shall agree to standard nuclear indemnity obligations related thereto. Any breach of this warranty shall release Howden from performance and any and all liabilities of any nature under the Contract and obligate Buyer to execute an amendment to this Contract incorporating such nuclear indemnity obligations prior to any performance by Howden.

24. FORCE MAJEURE

- 24.1** Neither party shall be considered in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented or delayed by any circumstances outside its reasonable control including, without limitation: strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, embargoes, economic or trade sanctions, including any amendments to such embargoes and economic and trade sanctions, accidental breakdown of plant or machinery, fire, flood, storm, disease outbreak or epidemic and/or any resulting quarantine restrictions ("Force Majeure"). Either party shall be entitled to terminate the Contract if the Force Majeure situation continues, or it is obvious that it will continue, for more than one hundred and eighty (180) days without liability to the other party. Furthermore, should both parties agree that they want to continue the Contract when reasonably practicable to do so, notwithstanding the aforementioned 180 day period being reached, the parties will agree in good faith to renegotiate any necessary Contract amendment(s) to allow the Contract to continue.

25. LAW AND JURISDICTION

- 25.1** The Contract shall in all respects operate and be governed by New York law if the Howden business's principal office is located in the US and Ontario if the Howden business's office is located in Canada.
- 25.2** The official language of this Agreement is English. It is the express wish of the parties that this Agreement and any related documents be drafted and executed in English. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés et signés en anglais.
- 25.3** **If the Howden business's principal office is located in the United States:** All disputes arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration conducted in accordance with the rules and procedures of the American Arbitration Association and any award or adjudication rendered thereby shall be final, non-reviewable, non-appealable and binding upon the parties. The language to be used in the arbitral proceedings shall be the English language. The arbitration shall take place in the City of New York in the State of New York.
- If the Howden business's principal office is located in Canada:** All disputes arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration conducted in accordance with the Ontario Arbitration Act, S.O. 1991, c.17 and the rules and procedures of the Canadian Arbitration Association then in effect. The award or adjudication rendered by the Arbitrator shall be final and binding upon the parties, with no right of appeal. The language to be used in the arbitral proceedings shall be the English language. The arbitration shall take place in the City of Toronto in the Province of Ontario.
- 25.4** The Uniform Law on the International Sale of Goods shall not apply to any Contract arising from any order placed under these terms and conditions.

26. ENTIRE AGREEMENT

- 26.1** This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, contracts, commitments, and writings with respect thereto. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Contract

27. DATA PROTECTION

- 27.1** The personal data disclosed by a party under the course of the Contract does not belong to the recipient of such data. The data must be protected and shall not be disclosed to any third party, or altered, violated or used except for the purposes of the Contract. Either party may require the destruction of this data upon the end of the relationship between the parties. The parties undertake to comply with all applicable laws on the protection of personal data.



Standardized Agenda Request Form

Date of Meeting: April 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5324
From:		
Subject: Discussion and consideration to approve solicitation of bids for installation of a replacement centrifugal air blower at the North Wastewater Treatment Plant and authorize the Mayor to sign any related documents. Possible action. (Staffed by the Engineering Department.)		
Background: See attached memo.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Albert Aldana Albert Aldana ANDREW MUNOZ		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval		
Attachments, if any: Memo re installation of Aerator Blower		
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

Martin Garza, Interim City Manager

DATE: March 30, 2022

TO: Mayor Suarez, City Commission,
Interim City Manager Martin Garza

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

RE: **Aerator Blower for North Wastewater Treatment Plant
Solicitation of Bids for Installation Services**

This agenda item seeks your approval to solicit bids for the installation of a replacement aeration blower at the North Wastewater Treatment Plant.

The services being sought are for the installation of the blower only. These services do not include the purchase of the blower which is under a separate approval request.

On the recommendation of our consultant Cruz-Hogan Engineers, it is best to secure the services of qualified installer to install the Turblex Blower for the aeration basin.

Once installation of the new blower is complete, Inframark will be responsible for removal of the existing blower and its corresponding maintenance.

An estimated cost of the installation is approximately \$250,000.00

Staff recommends approval of this item.