



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

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

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.
Weslaco Crime Stoppers - 2021 Officer of the Year - Aaron Martinez
- 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. REPORTS

- A. Weslaco Economic Development Corporation.
- B. Barbara Jean Garza, President/CEO, Weslaco Area Chamber of Commerce & Visitor Center.

IV.

CONSENT AGENDA

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

- A. Approval of Resolution 2022-29 for closure of streets affecting state right-of-way on Texas Blvd/FM 88 between U.S. Business Highway 83 and Sixth Street from 2pm - 11pm on the third (3) Thursday, of the month from August 2022 to February 2023 for Alfresco Weslaco Music & Art and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation. (Staffed by Engineering Department.) Attachment.
- B. Approval to accept Walmart's (Facility #6159) Community Grant Award, Request ID 75442659, in the amount of \$2,000 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.) Attachment.
- C. Approval to terminate and approve the Mid Valley Airport Ground Lease Agreement(s) as follows:
Hangar W-5 terminate Tenant Gary N. Wise and approve Tenant Fermin Nevarez;
Hangar W-4 terminate Tenant Ray Walker and approve Tenant Kelly Norman;
Hangar W-17 terminate Tenant Ginger Vaughan and approve Tenant Royce Kirk Norman; and
Hangar W-28 terminate Tenant Clifford R Gardner Jr. and approve Tenant Royce Kirk Norman and authorize the Mayor to execute any related documents. (Staffed by Airport Department.) Attachment.
- D. Approval on renewal of the Memorandum of Agreement with Coastal Bend Regional Advisory Council (CBRAC) and City of Weslaco Fire Department to continue participation in the Hospital Preparedness Program (HPP) and authorize the Mayor to execute any related documents. (Staffed by Weslaco Fire-EMS Department.). Attachment.
- E. Approval on Resolution(s) 2022-30 through 2022-33 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.
- F. Approval of a Memorandum of Understanding with South Texas ISD for the use of City Hall parking facilities for the purpose of transportation of students for the school year 2022-2023 and authorize the Mayor to execute any related documents. (Staffed by Interim City Manager.) Attachment.

V. APPOINTMENTS

- A. Discussion and consideration on Resolution R-2022-34 appointing a member to the Weslaco Economic Development Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by EDC.) Attachment.
- B. Discussion and consideration on Resolution R2022-35 appointing a member to the Civil Service Commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Interim City Manager.) Attachment.
- C. Discussion and consideration on Resolution R2022-36 appointing one member to the Library Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library Department.) Attachment.

VI. NEW BUSINESS

- A. Discussion and consideration to approve the 2022 Comprehensive Plan Addendum as prepared by UTSA and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning & Code Enforcement Department) Attachment.
- B. Discussion and consideration on approval of a Reimbursement Contract between the City of Weslaco and Domain Development, Corp for the upgrade of a sanitary sewer line from an eight (8) inch to a twelve (12) inch to allow for the extension of sanitary sewer services to the north side of Pike Blvd between Milanos Road and Midway Road in the amount of \$27,670 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning & Code Enforcement Department.) Attachment.
- C. Discussion and consideration on Ordinance 2022-21 amending Ordinance 2015-12, the City of Weslaco Sign Ordinance Chapter 114, creating new regulations for temporary signage and free standing signage and removing content-based regulations and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-21. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment.
- D. Discussion and consideration on Ordinance 2022-22 amending Ordinance 2015-03 the City of Weslaco Electioneering Ordinance and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-22. Possible action. (Staffed by City Secretary Department.) Attachment.
- E. Discussion and consideration to award a Contract for the Water Spray Splash Pad Request for Proposal No.: 2021-22-28 to be installed at Gibson Park for an amount not to exceed \$275,000 to the most responsive advantageous proposal and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment.

- F. Discussion and consideration to approve a contract for landscape architecture services for the Judge Gilbert Garza Park - Soccer Fields project with Heffner Design Team not to exceed \$11,500 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation.) Attachment.
- G. Discussion and consideration to grant an easement and right of way to AEP Texas for the New Public Safety Buildings including the new Police Department and Downtown Fire Station No. 2 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department) Attachment.
- H. Discussion and consideration to award RFP No. 2021-22-29 for network cabling services, access control system and video surveillance system for the new Police and Fire Station to the most advantageous proposal from Visceral Illumination Code in an amount not to exceed \$333,513 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Information Technology.) Attachment.
- I. Discussion and Consideration to approve the Memorandum of Understanding regarding the eTRACE Internet-based firearm tracing application between the City of Weslaco Police Department (WPD) and the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.) Attachment.
- J. Discussion and consideration to award the North Waste Water Treatment Plant Lift Station Rehabilitation to Southern Trenchless Solutions LLC, Buyboard vendor contract no. 635-21, in the amount not to exceed \$275,835 (ARPA Funds), as listed on quote #22168, and to authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department). Attachment.
- K. Discussion and consideration of proposed Change Order No. 2 for the Fire and Police Stations Off-Site Improvements Project in the amount of \$4,669 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Engineer.) Attachment.
- L. Discussion and consideration to approve a proposed contract amendment in the amount of \$23,462 with Halff Associates to perform an Archeological Study for the Kansas-Los Torritos Drainage project and authorize the Mayor to execute any related documents. Possible Action. (staffed by the Engineering Department.) Attachment.

VII. 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 Fire Union (IAFF-WFFA Local 3207) as authorized by §551.071 of the Texas Government Code

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. 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 July 2022 on or before 5:00 pm and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:

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

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

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY 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: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5078	
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 Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor David McCann from First Presbyterian Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission 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: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5527	
From:			
Subject: Approval of Resolution 2022-29 for closure of streets affecting state right-of-way on Texas Blvd/FM 88 between U.S. Business Highway 83 and Sixth Street from 2pm - 11pm on the third (3) Thursday, of the month from August 2022 to February 2023 for Alfresco Weslaco Music & Art and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation. (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 Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the Engineering Department.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: 07-05-22CC_Alfresco Event Resolution, R2022-29 TXDot closure for Alfresco event, agreement for txdot			
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: July 5, 2022

TO: Mayor David Suarez, City Commission,
Interim City Manager Martin Garza

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

RE: **Alfresco Event (Fall 2022)**
Proposed Closure of Texas Blvd

Weslaco EDC has made its annual request for approval to close Texas Blvd/FM 88 between U.S. Business Highway 83 and Sixth St. on the third (3rd) Thursday of the month from August 2022 to February 2023 between 2:00 PM and 11:00 PM for Alfresco Weslaco Music & Art on the Street; in addition, authorizing the sale of wine and beer by a TABC licensed vendor; waiving fees and ordinances associated with the event; provision of support by City of Weslaco, Weslaco Parks and Recs, Public Works, Police, Fire and EMS Departments.

The proposed resolution under consideration authorizes the mayor to enter into an agreement with TxDOT to adhere to requirements for the proposed closure of Texas Blvd for this event. Attachments for this item include the TxDOT Agreement with exhibits for the proposed roadway closure.

Let me know if you need anything else or require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aldana", is written over a light blue circular stamp.

RESOLUTION NO. 2022-29

A RESOLUTION OF THE CITY OF WESLACO, TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF WESLACO

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

That the City of Weslaco wishes to enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation for temporary closure of a street for public event.

That the closure of Texas Boulevard between /FM 88 between U.S. Business Highway 83 and Sixth St. from 6pm – 10pm on the following dates: August 18, 2022; September 15, 2022; October 20, 2022; November 17, 2022; December 15, 2022; January 19, 2023; and February 16, 2023.

That all rules and procedures of 43 Tex., Adm. Code, Section 22.12 have been established for the temporary closure of a segment of the State highway system and this agreement has been developed in accordance with the rules and procedures.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 5th day of July by the Mayor and City Commission of the City of Weslaco, Texas.

CITY OF WESLACO

DAVID SUAREZ, MAYOR

ATTEST:

Norma A. Cantu CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

STATE OF TEXAS §
COUNTY OF §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT-OF-WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Weslaco, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 88, in Hidalgo County; and

WHEREAS, the City has requested the temporary closure of FM 88 between US Business 83 and 6th St for the purpose of Alfresco Weslaco Music and Art on the Street, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements; and

WHEREAS, on the _____ day of _____, 20____, the _____ City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times, approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.

C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.

F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City

must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

Article 10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
City of Weslaco	Texas Department of Transportation
275 S. Kansas Avenue	Pharr District
Weslaco, TX 78596	600 W. Expressway 83
	Pharr, TX 78577

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF _____

Executed on behalf of the City by:

By _____ Date _____
City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

By _____ Date _____
Director of Maintenance

Agreement No. _____

Exhibit A

- **LETTER (LETTERHEAD) WITH EVENT NAME, DATE(S), ETC.**

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: July 5, 2022

TO: Texas Department of Transportation (TxDOT)
Pharr District

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

RE: **Alfresco Weslaco Music and Arts Festival Event
Temporary Road Closure of Texas Blvd**

This is an official request to close Texas Blvd between US Business 83 and 6th St to host our annual Alfresco Event. This year the Alfresco Event will be held on the third (3rd) Thursday of the month from August 2022 to February 2023 between the hours of 2:00 PM and 11:00 PM.

This celebration is free to the public and provides a platform for local musicians, artists, food vendors and different merchants to reach our community. It also serves as a great marketing opportunity to showcase the quality of life in Weslaco, Tx.

Let me know if you need anything else or require additional information as you review this request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Aldana', with a stylized flourish at the end.

Exhibit B

- **LETTER FROM THE LAW ENFORCEMENT OFFICE PROVIDING THE TRAFFIC CONTROL PLANS.**



WESLACO POLICE DEPARTMENT

OFFICE OF THE CHIEF OF POLICE

901 N. AIRPORT DRIVE | WESLACO TX 78596

PH.: (956)968-8591 | Fax: (956)969-0762

Date: June 24, 2022
To: Texas Department of Transportation (TxDOT)
Pharr District Office
From: Joel Rivera, Ph.D.
Weslaco Chief of Police
Subject: **Alfresco Weslaco Music and Arts Festival Events**
Temporary Road Closure of Texas Blvd

This letter is to advise you that the City of Weslaco Police Department pledges to provide traffic control for the Alfresco Events that will be held on the third (3rd) Thursday of the month from August 2022 to February 2023 between the hours of 2:00 PM and 11:00 PM.

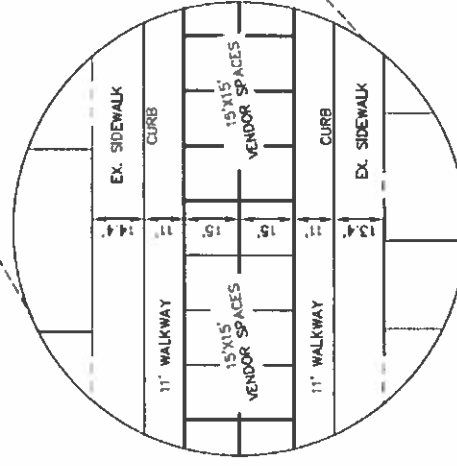
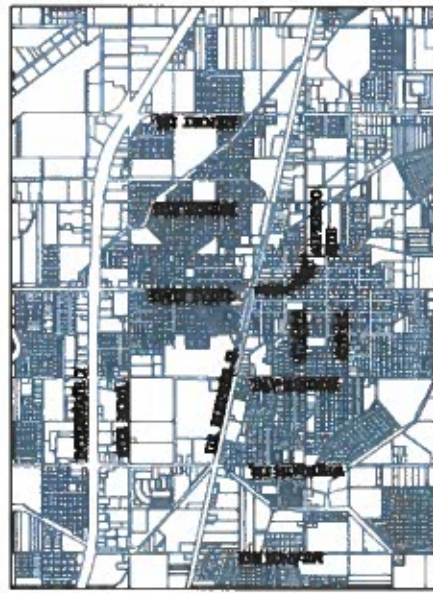
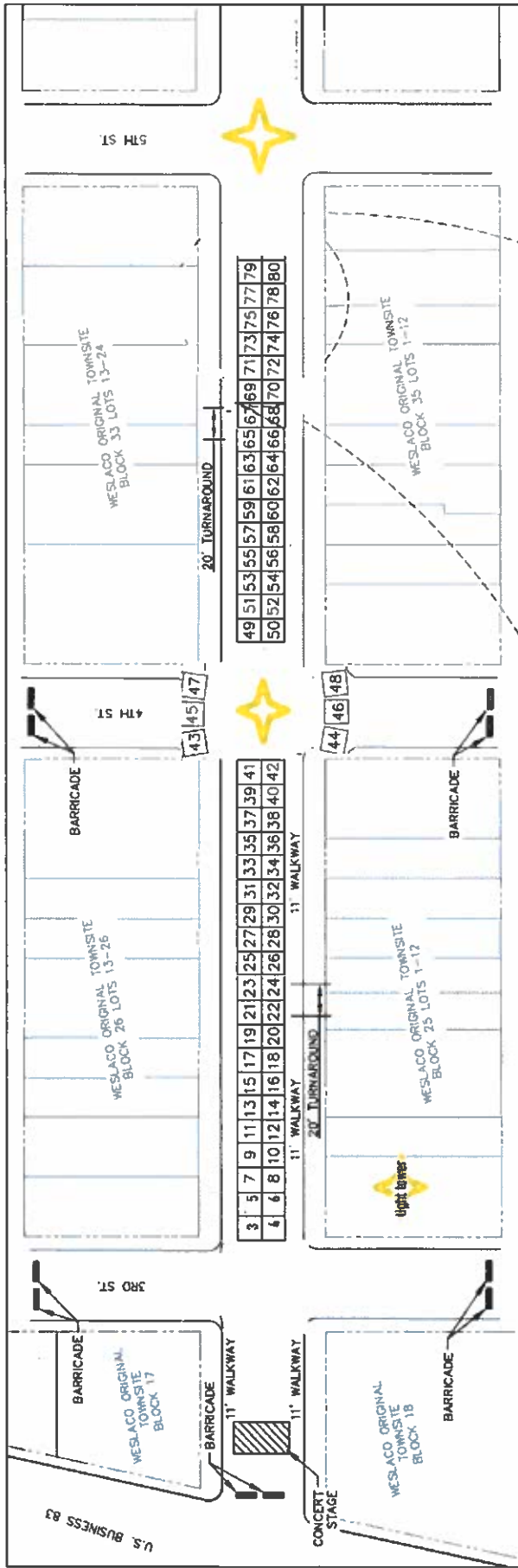
Let me know if you have any questions or require additional information as you review this proposed event and roadway closure permit.

Respectfully,


Joel Rivera, Ph.D
Chief of Police

Exhibit C

- **MAP REFLECTING LOCATION(S) WHERE CLOSURE WILL TAKE PLACE.**



CITY OF WESLACO
ALFRESCO
MUSIC & ART ON THE STREET
TEXAS BLVD FROM
U.S. BUSINESS 83 TO 5TH ST.






Standardized Agenda Request Form

Date of Meeting: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5553	
From:			
Subject: Approval to accept Walmart's (Facility #6159) Community Grant Award, Request ID 75442659, in the amount of \$2,000 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.)			
Background: Wal-Mart offers police departments grant funding to purchase items that support community policing and community engagement.			
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: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation: Recommend Approval			
Attachments, if any: FY2022 Walmart Community Grant Request ID 75442659, Facility # 6159, \$2,000			
Responsibilities upon Approval:			

Walmart Community Grant Request ID 75442659, Facility # 6159

do-not-reply@cybergrants.com <do-not-reply@cybergrants.com>

Wed 6/22/2022 5:23 PM

To: Miguel Angel Martinez <mamartinez@weslacotx.gov>; Robert Lopez <rlopez@weslacotx.gov>

Dear CITY OF WESLACO,

Congratulations! The Walmart Community Grants Team and Facility # 6159 are pleased to inform you that your Community Grant application for Request ID 75442659 has been selected to receive a \$2,000.00 grant. We are thrilled to support your work in our communities and share your desire to provide local impact.

By receiving this grant, you are part of a long history of Walmart's commitment to giving back to the communities where we operate. In fact, Mrs. Helen Walton used to say "It's not what you gather, but what you scatter that tells what kind of life you have lived."

We encourage you to celebrate this grant publicly! We hope that you will consider doing the following four things:

1. Connect with the store manager who chose to support your local cause and let them know that the grant check arrived safely.
2. Work with the local store manager to announce the grant.
3. Consider sharing the work that our grant supports on social media – our associates and customers like to see the impact we are making in our communities.
4. Review the Grantee Welcome Toolkit at the link below, addressing frequently asked questions (FAQ's), publicity, and outreach options for your consideration.

http://www.cybergrants.com/walmart/docs/LCC_Grantee_Welcome_Toolkit.pdf

The photo release form can be found at the following link:

<http://www.cybergrants.com/walmart/docs/talentrelease2018.doc>

Again, congratulations on your grant award. We are eager to see its impact!

In service,

The Walmart Community Grants Team

CG/JMAIL/243013657



Standardized Agenda Request Form

Date of Meeting: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5533	
From:			
Subject: Approval to terminate and approve the Mid Valley Airport Ground Lease Agreement(s) as follows: Hangar W-5 terminate Tenant Gary N. Wise and approve Tenant Fermin Nevarez; Hangar W-4 terminate Tenant Ray Walker and approve Tenant Kelly Norman; Hangar W-17 terminate Tenant Ginger Vaughan and approve Tenant Royce Kirk Norman; and Hangar W-28 terminate Tenant Clifford R Gardner Jr. and approve Tenant Royce Kirk Norman and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)			
Background: All ground lease agreements are brought before the City Commission for termination and approval. The hangars are located on the west side of the airport. The ground lease agreement(s) is for a base of seven years.			
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 Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the Airport Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: W-5 Bill of Sale, Fermin Nevarez W-5 Lease Agreement, W-4 Bill of Sale, Kelly Norman W-4 Lease Agreement, W-17 Bill of Sale, Royce Kirk Norman W-17 Lease Agreement, W-28 Bill of Sale, Royce Kirk Norman W-28 Lease Agreement			

Responsibilities upon Approval:

Bill of Sale

Effective Date: March 15, 2021

Seller: GARY N. WISE

Seller's Mailing Address: 3801 N. 1st St.
McAllen, Texas 78501
Hidalgo County

Buyer: FERMIN NEVAREZ and wife, ARACELY NEVAREZ

Buyer's Mailing Address: 34163 FM 2520
San Benito, TX 78586
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and a promissory note in the amount of \$42,500.00 payable to the order of GARY N. WISE, as therein specified.

Transferred Properties:

The following personal property: HANGER #5, which is currently situated and located on the real property known as Weslaco Mid Valley Airport, Hidalgo County, Texas 78589.

Reservations from and Exceptions to Transfer and Warranty: None

Exceptions to Transfer and Warranty:

Seller and Buyer agree that Buyer is taking the Transferred Properties "AS IS" with any and all latent and patent defects and that there is no warranty by Seller that the Transferred Properties have a particular financial value or are fit for a particular purpose.

Seller, for the Consideration and subject to the Reservations from Transfer and the Exceptions to Transfer and Warranty, sells, transfers, and delivers the Transferred Properties to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever. Seller binds Seller and Seller's heirs and successors to warrant and forever defend all and singular the Transferred Properties to Buyer and Buyer's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Seller but not otherwise, except as to the Reservations from Transfer and the Exceptions to Transfer and Warranty.

WITH THE EXCEPTION OF THE WARRANTIES OF TITLE, INCLUDING THE WARRANTY THAT NO LIENS EXIST ON THE TRANSFERRED PROPERTIES EXCEPT AS RECITED, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE TRANSFERRED PROPERTIES THAT HAS BECOME ANY BASIS OF THIS BARGAIN, AND FURTHER, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE TRANSFERRED PROPERTIES THAT WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. SELLER DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE TRANSFERRED PROPERTIES. THE TRANSFERRED PROPERTIES ARE SOLD ON AN "AS IS" BASIS.

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

THIS INSTRUMENT MAY BE EXECUTED IN MULTIPLE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL AND EFFECTIVE AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

SELLER:

GARY N. WISE

BUYER:

FERMIN NEVAREZ

ARACELY NEVAREZ

STATE OF TEXAS
COUNTY OF HIDALGO

(Acknowledgment)

This instrument was acknowledged before me on the 27 day of October, 2021, by GARY N. WISE.



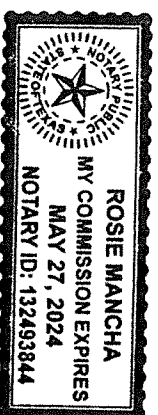
Lilia Arevalo
Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 30 day of November 2021, by FERMIN NEVAREZ and wife, ARACELY NEVAREZ.

Rosie Mancha
Notary Public, State of Texas



PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: WISE

Lease Agreement

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

This lease is entered into this ____ day of _____, 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 Fermin Nevarez and Aracely Nevarez, 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 approximately **5,150 sq. ft.** (W5) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may be renewed or extended but only with the Lessor's written agreement.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements 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 and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises


Lessee Initials

at the end of the Initial Term 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. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of \$ 1,442.00. The first year'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/year due for the term of this agreement plus any extensions thereto.

Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor at three (3) year intervals throughout the term of the lease and prior to any extensions granted. Any adjustment to the lease payment shall be based on the U.S. Department of Commerce's Consumer Price Index (CPI). The adjusted lease fee shall be calculated on the third (3rd) year anniversary of this lease and recalculated at subsequent three (3) year intervals. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next three-year anniversary. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Building/Office shall not be decreased, but shall remain at the same level as was charged during the preceding three (3) year period.

- 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 Land/Hangar/Building/Office 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 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 agreement 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 lease premises may not be used for any commercial activity unless it is made known to Lessor and agreed to by Lessor in a separate agreement.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- 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



Lessee Initials

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 Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, 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 regards 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 Land/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 may 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.
- 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 to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- K) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate agreement.

- L) 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 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 Land/Hangar/Building/Office 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 agreement 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 agreement.
- 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

- 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



Lessee Initials

1909 Joe Stephens
Weslaco, TX 78596

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Fermin Nevarez and Aracely Nevarez
Address: 34163 FM 2520
San Benito, TX 78586


Lessee Initials

- 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 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) Venue shall lie exclusively in Hidalgo County, Texas. 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.


Lessee Initials

- 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.


Lessee Initials

EXECUTED this _____ day of _____, 2022.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary



Lessee


Lessee Initials

“EXHIBIT A”

HANGAR W5
50' x 103'




Lessee Initials

BILL OF SALE

To Whom it Concerns

I, Ray Walker, have sold Hanger Number 4, on the Weslaco Municipal Airport at 1909 Joe Stephens Blvd, Hidalgo County Tax ID M4010-98-000-0000-28, HCAD Num 1235893, to Kelly Norman for satisfactory consideration effective March 27, 2021.

I convey all and complete interest in the above described property to Kelly Norman at this time.



Ray Walker
11510 Eagle View Dr.
Sanger, Texas 76266

March 27 2021

Date

Lease Agreement

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

This lease is entered into this ____ day of _____, 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 Kelly Norman, 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 approximately **3,000 sq. ft.** (W4) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may be renewed or extended but only with the Lessor's written agreement.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements 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 and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises



Lessee Initials

at the end of the Initial Term 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. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of \$ 840.00. The first year'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/year due for the term of this agreement plus any extensions thereto.

Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor at three (3) year intervals throughout the term of the lease and prior to any extensions granted. Any adjustment to the lease payment shall be based on the U.S. Department of Commerce's Consumer Price Index (CPI). The adjusted lease fee shall be calculated on the third (3rd) year anniversary of this lease and recalculated at subsequent three (3) year intervals. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next three-year anniversary. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Building/Office shall not be decreased, but shall remain at the same level as was charged during the preceding three (3) year period.

- 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 Land/Hangar/Building/Office 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 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 agreement 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 lease premises may not be used for any commercial activity unless it is made known to Lessor and agreed to by Lessor in a separate agreement.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- 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


Lessee Initials

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 Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, 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 regards 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 Land/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 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 to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- K) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate agreement.


Lessee Initials

- L) 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 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 Land/Hangar/Building/Office 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 agreement 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 agreement.
- D) At the termination of this contract agreement, either by normal expiration, premature


Lessee Initials

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


Lessee Initials

- 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

- 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:


Lessee Initials

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


Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Kelly Norman
Address: 28897 Orange Grove Rd.
La Feria, TX 78559


Lessee Initials

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 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) Venue shall lie exclusively in Hidalgo County, Texas. 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,


Lessee Initials

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.



Lessee Initials

EXECUTED this _____ day of _____, 2022.

City of Weslaco, Hidalgo County, Texas

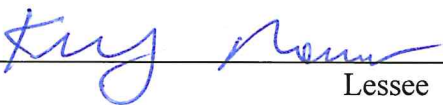
Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary

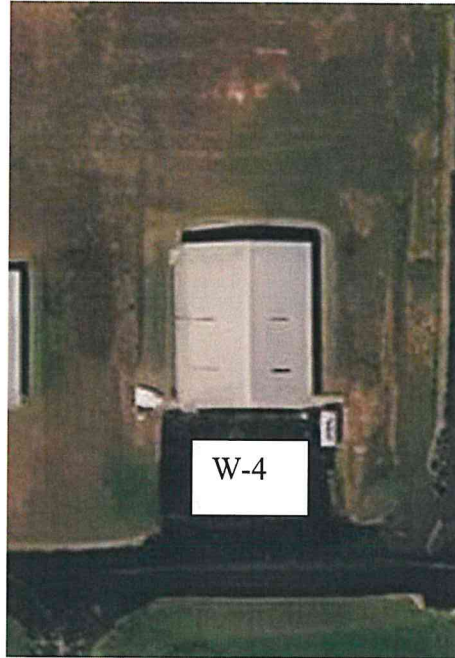


Lessee


Lessee Initials

“EXHIBIT A”

HANGAR W4
50' x 60'




Lessee Initials

Bill of Sale Agreement

Seller : Ginger Vaughan

Buyer : Royce Norman

**This is an agreement to buy the hanger at Weslaco airport.
Large end hanger, 3 plane and 3 door hangers located on the
west side of the airport at the end of the center taxi way.**

Payment for the purchase is \$8,000.00 and cash payment

Date of 12/09/2021

Ginger Vaughan and Twyla Vaughan

Ginger Vaughan, Twyla Vaughan 12-09-21

Royce Norman

Royce Norman 12-09-2021.

Mid-Valley Industrial Park 109.43 AC Exc

SW 0.88 Ac 108.55 Ac Net.

Account No: M4010-98-000-0000-08

Appel Dist No: 1235866

Hanger # W17

1909 N JOE Stephens DR,
Weslaco Mid-Valley Airport.

Lease Agreement

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

This lease is entered into this ____ day of _____, 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 Royce Kirk Norman, 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 approximately **3,200 sq. ft.** (W17) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may be renewed or extended but only with the Lessor's written agreement.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements 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 and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises

RKN
Lessee Initials

at the end of the Initial Term 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. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of \$ 896.00. The first year'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/year due for the term of this agreement plus any extensions thereto.

Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor at three (3) year intervals throughout the term of the lease and prior to any extensions granted. Any adjustment to the lease payment shall be based on the U.S. Department of Commerce's Consumer Price Index (CPI). The adjusted lease fee shall be calculated on the third (3rd) year anniversary of this lease and recalculated at subsequent three (3) year intervals. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next three-year anniversary. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Building/Office shall not be decreased, but shall remain at the same level as was charged during the preceding three (3) year period.

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

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protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Land/Hangar/Building/Office 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 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 agreement 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 lease premises may not be used for any commercial activity unless it is made known to Lessor and agreed to by Lessor in a separate agreement.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- 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


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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 Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, 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 regards 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 Land/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 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 to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- K) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate agreement.

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- L) 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 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 Land/Hangar/Building/Office 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 agreement 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 agreement.
- D) At the termination of this contract agreement, either by normal expiration, premature

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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

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- 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

- 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:

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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: Royce Kirk Norman
Address: 25522 Kansas City Rd.
La Feria, TX 78559

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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 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) Venue shall lie exclusively in Hidalgo County, Texas. 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,

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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

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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.

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EXECUTED this _____ day of _____, 2022.

City of Weslaco, Hidalgo County, Texas

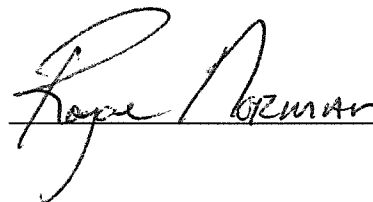
Mayor

City Manager

Approved as to Form:

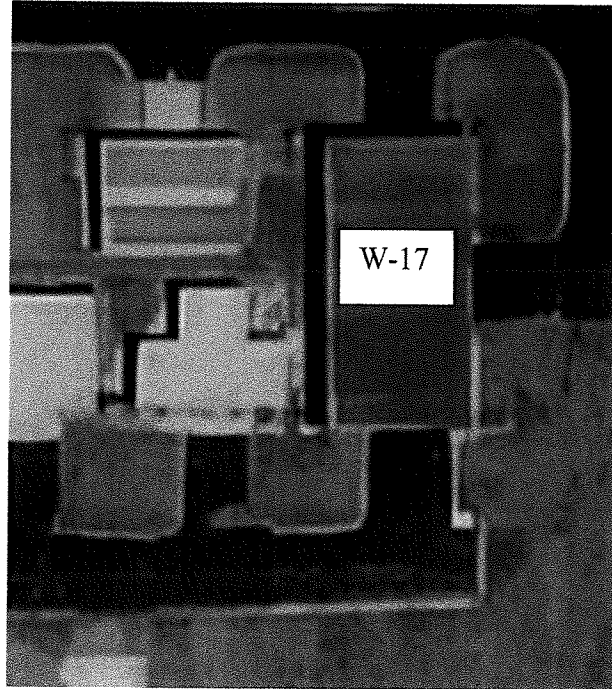
City Attorney

Attest: _____
City Secretary

_____
Lessee

“EXHIBIT A”

HANGAR W17
40' x 80'



Bill of Sale

Date: 3-14-2022

To Whom it Concerns:

I Clifford Robbie Gardner JR Clifford Robbie Gardner Jr, have sold
Hangar Number # W28 on the Weslaco Municipal Airport at 1909 Joe
Stephens Blvd, Hidalgo County Tax ID M4010-98-000-0000-02
HCAD 1235842

TO: Royce Kirk Norman Royce Kirk Norman
This Bill of Sale Transfers all Rights and Ownership to the new owner.
Payment of Hangar was made in-full in the Amount of \$4,500.00.

Seller / Previous Owner info.

Name: Clifford Robert Gardner Jr

Address P.O. Box 532307

Harlingen TX 78553

Buyer / New Owner info.

Name: Royce Norman Royce Norman

Address 25522 Kansas City Rd

La Feria TX 78559

Lease Agreement

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

This lease is entered into this ____ day of _____, 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 Royce Kirk Norman, 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 approximately **1,376 sq. ft.** (W28) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may be renewed or extended but only with the Lessor's written agreement.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements 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 and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises

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at the end of the Initial Term 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. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of \$ 385.28. The first year'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/year due for the term of this agreement plus any extensions thereto.

Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor at three (3) year intervals throughout the term of the lease and prior to any extensions granted. Any adjustment to the lease payment shall be based on the U.S. Department of Commerce's Consumer Price Index (CPI). The adjusted lease fee shall be calculated on the third (3rd) year anniversary of this lease and recalculated at subsequent three (3) year intervals. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next three-year anniversary. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Building/Office shall not be decreased, but shall remain at the same level as was charged during the preceding three (3) year period.

- 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

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protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Land/Hangar/Building/Office 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 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 agreement 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 lease premises may not be used for any commercial activity unless it is made known to Lessor and agreed to by Lessor in a separate agreement.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- 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

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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 Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, 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 regards 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 Land/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 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 to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- K) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate agreement.

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- L) 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 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 Land/Hangar/Building/Office 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 agreement 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 agreement.
- D) At the termination of this contract agreement, either by normal expiration, premature

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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.

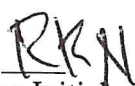
Section 9. Non-Discrimination

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- 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


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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

- 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:



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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: Royce Kirk Norman
Address: 25522 Kansas City Rd.
La Feria, TX 78559

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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 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.

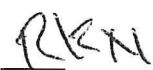
Section 14. Miscellaneous

- A) Venue shall lie exclusively in Hidalgo County, Texas. 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,

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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


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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.

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EXECUTED this _____ day of _____, 2022.

City of Weslaco, Hidalgo County, Texas

Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary



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“EXHIBIT A”

HANGAR W28
32' x 43'



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Standardized Agenda Request Form

Date of Meeting: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5530	
From:			
Subject: Approval on renewal of the Memorandum of Agreement with Coastal Bend Regional Advisory Council (CBRAC) and City of Weslaco Fire Department to continue participation in the Hospital Preparedness Program (HPP) and authorize the Mayor to execute any related documents. (Staffed by Weslaco Fire-EMS Department.).			
Background: Weslaco EMS/Fire Department has previously participated in the Coastal Bend Regional Advisory Council Hospital Preparedness Program.			
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 Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the Fire Department.			
Staff Recommendation: Approval.			
Attachments, if any: HPP MOA 2017-2022 extended 2024 Grant Term			
Responsibilities upon Approval:			



**Coastal Bend Regional Advisory Council
(CBRAC)
Trauma Service Area U (TSA-U)**

P.O. Box 18460, Corpus Christi, TX, 78480

361-929-5401 phone 361-929-5104 fax

www.cbrac.org



**Coastal Bend Regional Advisory Council (CBRAC)
Hospital Preparedness Program (HPP)
Memorandum of Agreement**

Background

The US Department of Health & Human Services (HHS) provides funding for community preparedness and hospital preparedness. The HHS funding is awarded via two separate but interrelated cooperative agreements. HHS Centers for Disease Control and Prevention (CDC) provides funds for strengthening public health preparedness to address bioterrorism, outbreaks of infectious diseases and public health emergencies. This funding stream focuses on the critical tasks necessary for the public health community to prepare for and respond to a terrorist event or other public health emergencies, emphasizing integrated response systems. The ability to quickly and effectively distribute preventive medication in affected areas is one of the nation's top priorities to be addressed by these funds.

Hospital Preparedness Program (HPP) – The HHS Office of the Assistant Secretary for Preparedness and Response (OASPR) provides funds for states to develop hospital response capability (for responding to All Hazards Events), through the HPP. This program includes the identification of available hospital beds, development of a regional healthcare coalition for preparedness, development of an advance registration system for identifying additional healthcare personnel, development of a healthcare recovery system, planning for mass fatalities, evaluation and strengthening of plans into local and regional plans, development of surge capacity, incident information sharing, and responder health and safety. Healthcare facilities and healthcare delivery systems play a critical role in both identifying and responding to any potential natural disaster, terrorism attack or infectious disease outbreak.

To accomplish these goals, HHS has developed Healthcare Capabilities. These capabilities describe demonstrable criteria that must be achieved as a condition of accepting OASPR HPP funds.

The funding is provided to the Texas Department of State Health Services (DSHS). For preparedness efforts in the Trauma Service Areas (TSA-U, -T and -V). DSHS has contracted with the Coastal Bend Regional Advisory Council, hereinafter referred to as CBRAC for the implementation of the four (4) Healthcare Capabilities of the OASPR HPP.

PURPOSE

The purpose of this agreement between the Coastal Bend Regional Advisory Council (CBRAC) – as the DSHS subcontractor – and _____, is to outline the responsibilities of each party. As a condition of grant funds participation, the Health Care Coalition (HCC) member agrees to:

1. Work to achieve Healthcare Preparedness Capabilities and performance measures.
2. Maintain minimum levels of readiness.
3. Participate in planning and exercises.
4. Monitor progress for each capability as described by OASPR Texas Hospital Preparedness Program.

A summary of the capabilities pertaining to healthcare facilities is shown in the Conditions section of this agreement. The full listing of the capabilities and DSHS annual requirements as described in the HPP Grant Year Work Plan is available upon request.

CONDITIONS

The Coastal Bend Regional Advisory Council (CBRAC), TSA-U, administers the HPP funds as a contractor of DSHS. As a contractual requirement for the HPP Work Plan, a Healthcare Coalition (HCC) must be created and consist of healthcare facilities/providers in each TSA area, TSA-T, TSA-U and TSA-V. Examples of membership include but are not limited to, EMS providers, Emergency Management/Public Safety, Public Health Department, long term care providers, mental/behavioral health providers, private entities associated with healthcare (e.g. hospital associations) specialty service providers (e.g. dialysis, pediatrics, women's health, stand-alone surgery, urgent care), support service providers (e.g. laboratories, pharmacies, blood banks, poison control), primary care providers, community health centers, tribal healthcare and federal entities, representatives of Emergency Medical Services, as well as other interested agencies and individuals.

HCC Members agree to participate in all actual emergency response activities in the region.

HCC Members agree to comply with the CBRAC procurement process outlined in the DSHS Contractors Financial Procedures Manual and understand that HCC expenditure decisions are developed on a consensus basis to address required HPP capabilities and related goals. A summary of both parties' responsibilities follows:

CBRAC Responsibilities:

- CBRAC shall perform activities in support of the Department of State Health Services (DSHS) Cooperative Agreement (CA) from the ASPR Healthcare

Preparedness Program and Centers for Disease Control and Prevention (CDC) FFY18 Cooperative Agreements.

- CBRAC shall provide services in the following counties: Aransas, Bee, Brooks, Cameron, Duval, Hidalgo, Jim Hogg, Jim Wells, Kenedy, Kleberg, Live Oak, McMullen, Nueces, Refugio, San Patricio, Starr, Webb, Willacy, and Zapata.
- CBRAC in its role as regional Hospital Preparedness Program implementation contractor, shall administer the available federal HPP services funds as specified in this Cooperative Agreement, lead the efforts to establish and implement regional Healthcare Coalitions and assist DSHS HPP in the administration, planning and evaluation of services.
 - If available, distribute equipment, supplies and services to participating members according to the HPP distribution/work plan in support of and in compliance with the OASPR guidelines.
 - Ensure compliance with the DSHS HPP contract, including monitoring of the progress of required capabilities.
 - Provide administrative support to the HPP main meetings and HPP workgroups.
 - Represent the HPP in the DDC, EOC, RHMOCC or MACC. In planning for exercises, and other pertinent meetings on an “as needed” basis.
 - Report periodically to member hospital/facility senior leadership on the status of reaching benchmark metrics.
- CBRAC staff shall enhance the ability of participating hospitals and healthcare organizations to improve healthcare surge capacity and enhance community and hospital preparedness for public health emergencies by conducting activities at the local/regional level related to Healthcare Preparedness Capabilities designated by the ASPR HPP FY18 Cooperative Agreements.
- CBRAC staff shall represent HPP HCC members at multi-jurisdictional planning meetings that address public health and medical service issues.
- CBRAC cannot require HPP HCC members to pay a “membership fee” as a condition of receiving HPP funds or as a means of recovering HPP related costs.
- CBRAC in TSA –T, U & V staff shall conduct and facilitate the local/regional HPP HCC meetings and provide materials as needed in each respective area.
- All CBRAC staff shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines including, but not limited to, the following:

The Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Cooperative Agreement, Department of Health and Human Services, Office of Assistant Secretary for Preparedness and Response (ASPR) and Centers for Disease Control and Prevention (CDC);

2017 – 2024 Health Care Preparedness and Response Capabilities, Office of the Assistant Secretary for Preparedness and Response, November 2016.
<https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2024-healthcare-pr-capabilities.pdf>

National Response Framework located at
<http://www.fema.gov/pdf/emergency/nrf/nrf-core.pdf>

State of Texas Emergency Management Plan, Annexes and Appendices located at: <http://www.txdps.state.tx.us/dem/downloadableforms.htm>

Texas Homeland Security Strategic Plan located at:
<https://www.preparingtexas.org/Resources/documents/Texas%20HS%20Strategic%20Plan%202015-2020.pdf>

Medical Surge Capacity and Capability (MSCC) A Management System for Integrating Medical and Health Resources during Large-Scale Emergencies, The CNA Corporation, September 2007 or latest version located at:

<http://www.phe.gov/preparedness/planning/mscc/handbook/pages/default.aspx>

OSHA Best Practices for Hospital-Based First Receivers of Victims from Mass Casualty Incidents involving the Release of Hazardous Substances. Located at:

http://www.osha.gov/dts/osta/bestpractices/html/hospital_firstreceivers.html

Most current Texas Statewide Communications Interoperability Plan located at:
<http://www.dps.texas.gov/LawEnforcementSupport/communications/interop/txicc/scip.htm>

Licensing of Wholesale Distributors of Prescription Drugs -Including Good Manufacturing Practices (25 Texas Administrative Code, §§229.419 – 229.430):

<http://www.dshs.state.tx.us/dmd/>

- CBRAC staff shall develop, implement, and maintain a system for accurately tracking expenditures by participating hospitals, healthcare entities, or any other entities that receive funds, reimbursement, equipment, or supplies purchased with HPP funds.

- CBRAC staff, as part of the regional HPP Healthcare Coalition Development, shall coordinate activities and healthcare systems preparedness response plans within each TSA regional safety/emergency response agencies, hospitals, and other healthcare providers, community health centers, long-term care providers, local health departments, DSHS Health Service Region staff, and Councils of Government (COG), Emergency Medical Services (EMS) providers mental/behavioral health providers, private entities associated with healthcare, specialty service providers, support service providers, primary care providers, Tribal Healthcare, and federal entities, etc. This coordination shall be conducted in accordance with the ASPR FFY18 HPP Cooperative Agreement, and the tiered response outlined in the MSCC Management System handbook. Regional HPP Healthcare /Coalitions must include other emergency response partners at meetings during which allocation of HPP funds are discussed and when the tiered hospital response system is addressed.
- CBRAC staff must ensure that all HPP participating hospitals and health care facilities participate in at least one regional or statewide HSEEP-based functional or full-scale exercise during the five-year project period (SFY 17 – healthcare SFY 24) and test all of the preparedness capabilities. All other HPP funded exercises shall test, as a minimum, components of Capability 2: Health Care and Medical Response Coordination; Objective 2: Utilize Information Sharing Procedures and Platforms; Activity 1: Develop Information Sharing Procedures and Objective 3: Coordinate Response Strategy, Resources, and Communications: Activity 1: Identify and Coordinate Resource Needs during an Emergency. Also, during this exercise, at least one healthcare preparedness capability must be tested.
- CBRAC staff shall also participate in statewide exercises planned by DSHS or other state and federal agencies, as needed, to assess the response capacity and capability of the regional HPP to respond to a terrorism event, outbreak of infectious disease, and other public health threats and emergencies.
- CBRAC staff shall prepare and submit to DSHS Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise after-action reports and improvement plans that document required corrective actions for identified gaps or weaknesses in hospital preparedness plans within ninety (90) days of the exercise.
- CBRAC staff will be required to provide DSHS situational awareness during drills, emergencies and disasters that are related to healthcare preparedness in their assigned TSA region.
- CBRAC staff shall allow DSHS to conduct on-site quality assurance reviews of Contractor and participating hospitals/healthcare facilities and medical service providers as deemed necessary by DSHS. Contractor shall require access for

DSHS and federal personnel for monitoring purposes in its agreements with the hospitals/facilities.

- CBRAC staff shall monitor all subcontractors, including participating hospitals/healthcare facilities and medical service providers and ensure that they are tracking, and have an inventory system for all HPP funded equipment.

Participating Healthcare Facility Responsibilities:

1. Designate - Healthcare Preparedness Coalition Committee Representative per agency.
2. Representative or designee will attend at least 75% of regularly scheduled meetings of CBHCPC, or TSA-T and TSA-V, Healthcare Preparedness Coalition Committee, and be responsible for participation in committee discussions and disseminating HPP information and actions to the facility they represent.
3. Education and Preparedness Training: The Healthcare Coalition Member will continue to participate in education and preparedness training opportunities and programs for healthcare personnel, both pre-hospital and hospital based, that will respond to an incident or emergency in accordance with the healthcare preparedness capabilities noted below. Training and education should be linked to exercises/drills.
4. Exercises, Evaluations, and Corrective Actions: The Healthcare Coalition Member will continue to participate in drills, exercises, and responses in conjunction and collaboration with local, regional, State, and Federal partners. Exercises should address the capabilities listed below and should address special need population's requirements. Evaluations (after action reviews) will be completed after each exercise and corrective action implemented as a result of the evaluations.
5. Addressing the Needs of "At Risk" Populations: Capabilities will be addressed in such a way that the needs of "at risk" patient populations are accounted for in planning. "At Risk" populations are defined as children, pregnant women, senior citizens, and other individuals that have special needs to include those with chemical dependency and mental health issues.

The Four Health Care Preparedness and Response Capabilities are:

Capability 1: Foundation for Health Care and Medical Readiness

Goal of Capability 1: The community's health care organizations and other stakeholders—coordinated through a sustainable HCC—have strong relationships, identify hazards and risks, and prioritize and address gaps through planning, training, exercising, and managing resources.

CBRAC is a 501(c) (3) non-profit organization with an office located at 3725 Wow Road, Corpus Christi, TX, 78413

Capability 2: Health Care and Medical Response Coordination

Goal of Capability 2: Health care organizations, the HCC, their jurisdiction(s), and the ESF-8 lead agency plan and collaborate to share and analyze information, manage and share resources, and coordinate strategies to deliver medical care to all populations during emergencies and planned events.

Capability 3: Continuity of Health Care Service Delivery

Goal of Capability 3: Health care organizations, with support from the HCC and the ESF-8 lead agency, provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure. Health care workers are well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery operations result in a return to normal or, ideally, improved operations.

Capability 4: Medical Surge

Goal of Capability 4: Health care organizations—including hospitals, EMS, and out-of-hospital providers—deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery system's transition to contingency and crisis surge response and promotes a timely return to conventional standards of care as soon as possible.

2017-2024 Health Care Preparedness and Response Capabilities **Summary of Capabilities followed by Objectives and Activities**

Capability1: Foundation for Health care and Medical Readiness

- O1) Establish and Operationalize a Health Care Coalition.
 - A1) Define Health Care Coalition Boundaries
 - A2) Identify Health Care Coalition Members
 - A3) Establish Health Care Coalition Governance
- O2) Identify Risk and Needs
 - A1) Assess Hazard Vulnerabilities and Risks
 - A2) Assess Regional Health Care Resources
 - A3) Prioritize Resource Gaps and Mitigation Strategies
 - A4) Assess Community Planning for Children, Pregnant Women, Seniors, Individuals with Access and Functional Needs, Including People with Disabilities, and Others with Unique Needs
 - A5) Assess and Identify Regulatory Compliance Requirements
- O3) Develop a Health Care Coalition Preparedness Plan

- O4) Train and Prepare the Health Care and Medical Workforce
 - A1) Promote Role-Appropriate National Incident Management System Implementation
 - A2) Educate and Train on Identified Preparedness and Response Gaps
 - A3) Plan and Conduct Coordinated Exercises with Health Care Coalition Members and Other Response Organizations
 - A4) Align Exercises with Federal Standards and Facility Regulatory and Accreditation Requirements
 - A5) Evaluate Exercises and Responses to Emergencies
 - A6) Share Leading Practices and Lessons Learned
- O5) Ensure Preparedness is Sustainable
 - A1) Promote the Value of Health Care and Medical Readiness
 - A2) Engage Health Care Executives
 - A3) Engage Clinicians
 - A4) Engage Community Leaders
 - A5) Promote Sustainability of Health Care Coalitions

Capability 2: Health Care and Medical Response Coordination

- O1) Develop and Coordinate Health Care Organizations and Health Care Coalition Response Plans
 - A1) Develop a Health Care Organization Emergency Operations Plan
 - A2) Develop a Health Care Coalition Response Plan
- O2) Utilize Information Sharing Procedures and Platforms
 - A1) Develop Information Sharing Procedures
 - A2) Identify Information Access and Data Protection Procedures
 - A3) Utilize Communications Systems and Platforms
- O3) Coordinate Response Strategy, Resources, and Communications
 - A1) Identify and Coordinate Resource Needs during an Emergency
 - A2) Coordinate Incident Action Planning During an Emergency
 - A3) Communicate with Health Care Providers, Non-Clinical Staff, Patients and Visitors during an Emergency
 - A4) Communicate with the Public during an Emergency

Capability 3: Continuity of Health Care Service Delivery

- O1) Identify Essential Functions for Health Care Delivery
- O2) Plan for Continuity of Operations
 - A1) Develop a Health Care Organization Continuity of Operation Plan
 - A2) Develop a Health Care Coalition Continuity of Operations Plan
 - A3) Continue Administrative and Finance Functions
 - A4) Plan for Health Care Organization Sheltering-in-Place
- O3) Maintain Access to Non-Personnel Resources during an Emergency
 - A1) Assess Supply Chain Integrity
 - A2) Assess and Address Equipment, Supply, and Pharmaceutical Requirements

- O4) Develop Strategies to protect Health Care Information Systems and Networks
- O5) Protect Responders' Safety and Health
 - A1) Distribute Resources Required to Protect the Health Care Workforce
 - A2) Train and Exercise to Promote Responders' Safety and Health
 - A3) Develop Health Care Worker Resilience
- O6) Plan for and coordinate Health Care Evacuation and Relocation
 - A1) Develop and Implement Evacuation and Relocation Plans
 - A2) Develop and Implement Evacuation Transportation Plans
- O7) Coordinate Health Care Delivery System Recovery
 - A1) Plan for Health Care Delivery System Recovery
 - A2) Assess Health Care Delivery System Recovery after an Emergency
 - A3) Facilitate Recovery Assistance and Implementation

Capability 4: Medical Surge

- O1) Plan for Medical Surge
 - A1) Incorporate Medical Surge Planning into a Health Care Organization Emergency Operations Plan
 - A2) Incorporate Medical Surge into an Emergency Medical Services Emergency Operations Plan
 - A3) Incorporate Medical Surge into a Health Care Coalition Response Plan
- O2) Respond to a Medical Surge
 - A1) Implement Emergency Department and Inpatient Medical Surge Response
 - A2) Implement Out-of-Hospital Medical Surge Response
 - A3) Develop an Alternate Care System
 - A4) Provide Pediatric Care during a Medical Surge Response
 - A5) Provide Surge Management during a Chemical or Radiation Emergency Event
 - A6) Provide Burn Care during a Medical Surge Response
 - A7) Provide Trauma Care during a Medical Surge Response
 - A8) Respond to Behavioral Health Needs during a Medical Surge Response
 - A9) Enhance Infections Disease Preparedness and Surge Response
 - A10) Distribute Medical Countermeasures during a Medical Surge Response
 - A11) Manage Mass Fatalities

Funding Restrictions which apply to COUNTY and 911 PROVIDER recipients are as follows:

- Recipients may not use funds for fund raising activities or lobbying;

- Recipients may not use funds for research;
- Recipients may not use funds for construction or major renovations;
- Recipients may not use funds for clinical care;
- Recipients may not use funds to purchase vehicles;
- Recipients may not use funds for reimbursement of pre-award costs;
- Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.

TERM

1. The terms of this agreement will commence upon signature and continue in full force and in effect until June 30, 2024. This agreement will have a final end date of June 30, 2024, unless terminated sooner as provided herein.
2. Either Party may terminate this Agreement upon providing 30 days prior written notice of the intended date of termination. Termination of agreement would include the timely return of HPP-associated funds and equipment. Should the HCC Member elect to terminate this Agreement and such termination is not the result of a material breach of this agreement by the HCC Member shall bear the costs of the return of any unused HPP funds and all preparedness equipment and supplies to CBRAC. In all other circumstances, including the HCC Member decision to not renew this agreement beyond the term set forth herein, the HCC Member shall bear the costs of the return of any unused HPP funds and all preparedness equipment and supplies to CBRAC.
 - (a) The Subcontractor/Participating Healthcare Coalition Member may retain preparedness equipment and supplies received as part of the HPP, with conditions as follow below. In order to do so, the Healthcare Coalition Member must agree to:
 - (i) Certify in writing that the Healthcare Coalition Member will continue to fulfill an active role with DSHS – EMTF 11, the local or regional emergency management system or response plan and continue to be a Healthcare Coalition Member in the community.
 - (ii) Should the terminating Healthcare Coalition Member elect to fully disassociate from the HPP program, then all received supplies and equipment including equipment purchased by the Healthcare Coalition Member and the Healthcare Coalition Member received reimbursement as part of the HPP program, must be returned at the Healthcare Coalition Member's expense to CBRAC.
 - (iii) Healthcare Coalition Member ceases operations and/or no longer a Healthcare Coalition Member, experience business closure, bankruptcy proceedings, otherwise meets the provisions of section 2, ii, the Healthcare Coalition Member will immediately notify CBRAC. Then all received supplies and equipment including

equipment purchased by the Healthcare Coalition Member and the Healthcare Coalition Member receive reimbursement part of the HPP program and retained by that Healthcare Coalition Member, as designated on property transfer documents, and which are determined by CBRAC as retaining value to the HPP program, must be returned at that Healthcare Coalition Member expense to CBRAC.

- (b) The Healthcare Coalition Member which ceases operations and/or is no longer a Healthcare Coalition Member, including business closure or bankruptcy proceedings, shall notify CBRAC immediately and arrange for the transfer or return of all funds, received supplies, and equipment including equipment purchased by the Healthcare Coalition Member and received reimbursement as part of the HPP program, must be returned. Such transfer of equipment shall be accompanied by closure inventory and transfer documentation.
- 3. The Healthcare Coalition Member which experiences a change in ownership or similar circumstances, which invalidates the previous commitment to the HPP as agreed herein, shall notify CBRAC of this change in status. The Healthcare Coalition Member may continue to participate in the program by submission of this agreement and the accompanying mutual aid agreement, under new signature to CBRAC. Failure to submit a new agreement in a timely manner shall be considered as a termination indicated in section 2.i above.
- 4. The Healthcare Coalition Member must have an executed agreement with Coastal Bend Regional Advisory Council (CBRAC) to participate with the Department State Health Services - Emergency Medical Task Force 11(DSHS – EMTF 11) or enter into an agreement with CBRAC to participate with the DSHS - EMTF 11 within ninety days of this executed agreement with CBRAC. If the Healthcare Coalition Member does not enter into an agreement with CBRAC to participate with DSHS – EMTF 11 or does not maintain an active agreement with CBRAC to participate with DSHS – EMFT 11, then all received supplies and equipment including equipment purchased by the Healthcare Coalition Member and Healthcare Coalition Member received reimbursement as part of the HPP program, must be returned at that Healthcare Coalition Member's expense to CBRAC or an agency / location within TSA's, T, U, or V as reasonably designated by CBRAC.
- 5. Ownership and, where applicable, title to all equipment and consumable supplies purchased by and/or funded by CBRAC with HPP funds and made available to Healthcare Coalition Member, shall vest with Healthcare Coalition Member subject to the Texas Department of State Health Services Contractor's Financial Procedures Manual provisions regarding closeout procedures and DSHS final determination and process requirements.

6. Any notice required or desired to be given under this agreement will be deemed given upon the earlier of:

Actual delivery, if by hand delivery, courier, electronic confirmation of delivery, if by facsimile, to the intended recipient or its agent;

OR

The third business day following deposit in the U.S. Mail, postage prepaid, certified or registered mail, return receipt requested to the respective addresses set out above, or to such other address as a Party shall specify in writing.

7. This agreement contains or references the entire agreement of the parties and supersedes any and all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter herein.
8. The Healthcare Coalition Member may not assign any of its rights or obligations under this agreement without the prior written consent of CBRAC.
9. This agreement shall be governed by the laws of the State of Texas and performable in specified County, TX.
10. In the event the DSHS extends the time frame for the OASPR Year 18 contracts with CBRAC, CBRAC will notify the Memorandum of Agreement signatories of the extension in writing and this agreement will be extended to match the contract period extension(s).

I understand that signatories to the Agreement are subject to Federal A-133 audits and other performance measures related specifically to expenditures of the OASPR funds.

By my signature, I attest to understanding the goals of OASPR Hospital Preparedness Program (HPP) will support and comply with the HPP Capabilities as displayed in this Agreement and its attachments.

Participating Healthcare Coalition Member. Please fill in all information below:

Agency/ Organization: _____

Address: _____

City, State, Zip: _____

HPP Representative: _____

Name (please print): _____

Title: _____

Signature: _____

Date: _____

**Coastal Bend Regional Advisory Council
PO Box 18460
Corpus Christi, TX 78480**

Name: Hilary Watt

Title: Executive Director

Signature: _____

Date: _____



Standardized Agenda Request Form

Date of Meeting: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5563	
From:			
Subject: Approval on Resolution(s) 2022-30 through 2022-33 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: This is to remove Vidal Roman from Greater State, Navy Army, TexPool, and PNC signature cards and add Rosalinda Cavazos, Interim Finance Director.			
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 SONIA FLORES Rosalinda Cavazos Martin Garza		Created/Initiated Approved Approved Final Approval	
City Manager Comments: Approve as recommended by the Finance Department.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: R2022-30 PNC update signatories, R2022-31 NavyArmy update Signators Rosie, R2022-32 GreaterState update signators Rosie, R2022-33 TexPool update signatories			
Responsibilities upon Approval:			

RESOLUTION NO. 2022-30

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 July 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 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) Rosalinda Cavazos, Interim Finance Director _____

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> . |
| <u>A</u> | (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. Vidal Roman

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 July 5, 2022.

PASSED AND APPROVED ON THIS THE 5TH DAY OF JULY 2022.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

RESOLUTION NO. 2022-31

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 July 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 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) Rosalinda Cavazos, Interim Finance Director

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> . |
| <u>A</u> | (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. Vidal Roman

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 July 5, 2022.

PASSED AND APPROVED ON THIS THE 5th DAY OF JULY 2022.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

RESOLUTION NO. 2022-32

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 July 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) Rosalinda Cavazos, Interim Finance Director

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> . |
| <u>A</u> | (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. Vidal Roman

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 July 5, 2022.

PASSED AND APPROVED ON THIS THE 5TH DAY OF JULY 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 NO. 2022-33

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*

77734

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:

- A. 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.
- B. 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
- C. 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

9569683181

9569686717

mgarza@weslacotx.gov

Signature

2.

Rosalinda Cavazos

Interim Finance Director

9569683181

9569686717

rcavazos@weslacotx.gov

Signature

3.

Sonia Flores

Assistant Finance Director

9569733112

9569686717

sflores@weslacotx.gov

Signature

1. Resolution (continued)

4.	Federico Reyes	Accountant II
	Name	Title
	9 5 6 9 6 8 3 1 8 1	9 5 6 9 6 8 6 7 1 7
	Phone	Fax
	freyes@weslacotx.gov	
	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.

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 day of , .

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.

Name of Participant*

SIGNED

Signature*
Printed Name*
Title*

ATTEST

Signature*
Printed Name*
Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



Standardized Agenda Request Form

Date of Meeting: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5564	
From:			
Subject: Approval of a Memorandum of Understanding with South Texas ISD for the use of City Hall parking facilities for the purpose of transportation of students for the school year 2022-2023 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 Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: Attachment A and layout map, MOU South Texas ISD			
Responsibilities upon Approval:			

ATTACHMENT A:
2022-2023 Schedule

Location: City of Weslaco, Weslaco City Hall Parking Lot

Campus	Departure Time
Edinburg	7:20 AM
Mercedes	7:45 AM
Olmito	6:40 AM
San Benito	6:55 AM

Campus	Arrival Time
Edinburg	5:00 PM
Mercedes	4:30 PM
Olmito	5:15 PM
San Benito	5:20 PM

City of Weslaco
Weslaco City Hall Parking Lot





Always Innovating

**South
Texas ISD**

RIO GRANDE VALLEY | GRADES 6-12

100 MED HIGH DR., MERCEDES, TX 78570
P: 956.565.2454

STISD.NET

Memorandum of Understanding (MOU)

This memorandum of understanding (herein referred to as "MOU") made on this the 5th day of July 2022 will serve as an agreement between City of Weslaco, Weslaco City Hall Parking Lot and the South Texas Independent School District, herein referred to as "South Texas ISD" regarding South Texas ISD's use of the parking lot facilities located at: 255 South Kansas Ave Weslaco TX 78596.

1. Background

This MOU establishes the terms and conditions under which South Texas ISD may use the parking lot facilities located on 255 South Kansas Ave Weslaco TX 78596. Attachment A shall describe the dates and times the facility is to be utilized by South Texas ISD.

2. Purpose

City of Weslaco, Weslaco City Hall Parking Lot agrees to allow use of said facility to South Texas ISD for the purpose of providing transportation for South Texas ISD students and using the parking lot facilities as a stop.

3. Scope

This scope of this agreement refers to facility use as described in Section 1: Background. If applicable, the scope of agreements for other cooperative arrangements, such as those regarding fares, is beyond this agreement.

This agreement shall be in effect from September 1, 2022 to August 31, 2023. Both parties, if so desired, may review and execute an additional annual MOU describing the terms and conditions. If both parties are unable to execute an agreement, then South Texas ISD must cease using facilities until an agreement can be executed.

4. Duties

(a) South Texas ISD may use said facility as a boarding and de-boarding location for its transit system. Vehicles may park in the designed areas, as described in Attachment B in order to board and alight passengers. South Texas vehicles will not remain at said location overnight.

(b) To the extent allowed by law, South Texas ISD will and does agree to indemnify, protect, defend with counsel approved by City and hold harmless City and their respective elected officials, employees, representatives, and agents from against all damages, losses, liens, causes of action, suits, judgements, expenses, and other claims of any nature, kind or description, including reasonable attorney's fees incurred in investigating, defending, settling any of the foregoing, by any person or entity, arising out of, caused by, resulting from South Texas ISD's use of the Weslaco City Hall Parking Lot that are caused in whole or in part by any negligent act, negligent omission, or willful misconduct of South Texas ISD or anyone directly employed by South Texas

ISD. The City reserves all rights and any other type of indemnification or right which City has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

(c) Any act related to the operation and maintenance of South Texas ISD equipment and supplies, such as movement of vehicles, must be performed by South Texas ISD personnel.

(d) South Texas ISD, its employees, agents' staff and any person acting on behalf of South Texas ISD shall not engage in any reckless, negligent, unsafe, or otherwise illegal or unethical behavior while on City of Weslaco, Weslaco City Hall Parking Lot property.

(e) South Texas ISD, its employees, agents, staff, and any person acting on its behalf shall not modify City of Weslaco, Weslaco City Hall Parking Lot Facilities in any way. Facilities will be left in exactly the same condition in which they are encountered.

(f) South Texas ISD's use of the parking lot facilities must not in any way interfere with the normal operations of City of Weslaco, Weslaco City Hall Parking Lot.

(g) This Agreement and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of Hidalgo County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations to resolve such dispute and shall, upon failing to negotiate a mutually satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

5. Contact Person

For the purposes of this agreement, South Texas ISD will coordinate with:

Martin Garza, Interim City Manager 956-968-3181 mgarza@weslacotx.gov

6. Notice

South Texas ISD shall provide notice of its schedules and times of pick-up/drop-off of students, names and photos of drivers and other individuals who will have access to the facility. Any change, bussing schedule, or any other important changes must be given at least two (2) weeks in advance. South Texas ISD drivers and other personnel subject to this agreement must possess and maintain appropriate licensure from the State of Texas.

7. Liability

City of Weslaco, Weslaco City Hall Parking Lot assumes no liability for any lost, damaged, or stolen property. South Texas ISD assumes all risk in using the parking lot facilities and agrees to be responsible for any damages caused by the negligence of its personnel or negligent use of its equipment to the extent allowed by law. Nothing in this agreement shall be interpreted or construed to waive so sovereign or governmental immunity afforded to South Texas ISD pursuant Texas law.

8. Termination

This agreement may be terminated at any time in writing by mutual agreement of the parties or

terminated by either party with Ninety (90) days' notice, in writing, to the other party.

9. Breach of Obligation

Failure to abide by any provision of this agreement shall constitute a breach. Any party claiming a breach will have the right to terminate the agreement immediately in writing.

10. Authority

We the undersigned hereby attest we have authority on behalf of City of Weslaco, Weslaco City Hall Parking Lot and the South Texas Independent School District, respectively, to execute and abide by this agreement.

EXECUTED, in duplicate, on this _____ day of _____, in _____ County, Texas.

Location:

City of Weslaco, Weslaco City Hall Parking Lot

255 South Kansas Ave

Weslaco TX 78596

CITY OF WESLACO

David Suarez, Mayor

Attest:

Norma A. Cantu, City Secretary

Approved as to Form:

Juan E. Gonzalez, City Attorney

South Texas Independent School District

By: _____

Marco Antonio Lara, Jr., Ed.D.
Superintendent of Schools



Standardized Agenda Request Form

Date of Meeting: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5566	
From:			
Subject: Discussion and consideration on Resolution R-2022-34 appointing a member to the Weslaco Economic Development Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by EDC.)			
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 ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve an appointee.			
Staff Recommendation:			
Attachments, if any: EDC applicants, R2022-34 EDC Board Member			
Responsibilities upon Approval: Execute, retain and advise the appointee.			

WESLACO EDC APPLICANTS AS OF JUNE 29, 2022 – ONE VACANCY (PATRICK GONZALEZ RESIGNED.)

FIRST NAME	LAST NAME	APPLICATION DATE
Jerry Don	Wilson	02/07/2022
Ramon	Montalvo III	02/09/2022
Hector	Solis	02/28/2022
Joe Daniel	Olivarez	03/07/2022

RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE
MEMBER TO THE BOARD OF DIRECTORS OF THE ECONOMIC
DEVELOPMENT CORPORATION OF WESLACO

WHEREAS, the City of Weslaco has established the Economic Development Corporation pursuant to the Development Corporation Act of 1979 as amended; and

WHEREAS, the term of one member on this board of this corporation is for three years: and

WHEREAS, The Economic Development Corporation of Weslaco's board members shall serve staggered terms without compensation and limited to two (2) consecutive three (3) year terms.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed as a member for an unexpired term of the Board of Directors of the Economic Development Corporation.

Name

Term Expires

07/05/2025

PASSED AND APPROVED on this 5th day of July 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: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5568	
From:			
Subject: Discussion and consideration on Resolution R2022-35 appointing a member to the Civil Service Commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Interim City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve an appointee.			
Staff Recommendation:			
Attachments, if any: Civil Service applicant, R2022-35 appt. Civil Service Commission			
Responsibilities upon Approval: Execute, retain and advise the appointee.			

***CIVIL SERVICE APPLICANTS AS OF JUNE 29, 2022 – ONE VACANCY (vacancy of Blanca Munoz)**

FIRST NAME	LAST NAME	APPLICATION DATE
Dr. Cris	Valdez	March 4, 2022

*Civil Service Statue(b) The commission consists of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality.

RESOLUTION NO. 2022-35

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE
MEMBER TO THE WESLACO CIVIL SERVICE COMMISSION.

WHEREAS, the City of Weslaco has established the Weslaco Civil Service Commission pursuant to Chapter 143 of The Texas Local Government Code; and

WHEREAS, the terms of the members of this board are a 3-year staggered term; and

WHEREAS, the Civil Service Board members shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT following individual is appointed to the Civil Service Board.

<u>Name</u>	<u>Term Expires</u>
_____	07/05/2025

PASSED AND APPROVED on this 5th day of July 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: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5569	
From:			
Subject: Discussion and consideration on Resolution R2022-36 appointing one member to the Library Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature 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 ARNOLDO BECHO Martin Garza		Created	
City Manager Comments: Approve an appointee.			
Staff Recommendation:			
Attachments, if any: Library applicant, R2022-36 appt Library Board			
Responsibilities upon Approval: Execute, retain and advise the appointee.			

LIBRARY BOARD APPLICANTS AS OF JUNE 29, 2022 – ONE VACANCY (vacancy of Christine Warren)

FIRST NAME	LAST NAME	APPLICATION DATE
Renee	Dyer	April 4, 2022

RESOLUTION NO. 2022-36

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE
MEMBER TO THE LIBRARY BOARD.

WHEREAS, the City of Weslaco has established the Library Board pursuant to Section 17-17 of the Weslaco Municipal Code Book; and

WHEREAS, the terms of the members of this board are for two years and will not exceed six-years in accordance with Ordinance 2022-19.

WHEREAS, Library Board members shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following is appointed to serve a two-year term on the Library Board.

Name

Term Expires

07/05/2024

PASSED AND APPROVED on this 5th day of July 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: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5549	
From:			
Subject: Discussion and consideration to approve the 2022 Comprehensive Plan Addendum as prepared by UTSA and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning & Code Enforcement Department)			
Background: The City of Weslaco and UTSA began the collaboration for updates to the 2040 Comprehensive Plan in January of 2021. Based on the current and projected growth of the City, staff members from UTSA discovered that there were six chapters within the Comprehensive Plan that needed to be updated. The Future Land Use Development; Future Parks, Recreations & Trails; Downtown Revitalization; Transportation; Future Economic Development. UTSA, along with staff, hosted a series of stakeholder meetings and public meetings to solicit input on Weslaco's growth, history and projected future. Several revisions have been presented to the stake holders groups and a presentation was done with the City Commission as part of the Workshop. UTSA has now completed the Addendums to the Comprehensive Plan.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
REBEKAH DE LA FUENTE REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve and accept as recommended by the Planning and Code Enforcement.			
Staff Recommendation: Staff recommends approval of the 2022 Comprehensive Plan addendums			
Attachments, if any: Comprehensive Plan Addendums Memo, 2022 Addendum Draft - 052022(1)			
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: Comprehensive Plan Addendums

DATE: June 29, 2022

The City of Weslaco and UTSA began the collaboration for updates to the 2040 Comprehensive Plan in January of 2021. Based on the current and projected growth of the City, staff members from UTSA discovered that there were six chapters within the Comprehensive Plan that needed to be updated. The Future Land Use Development; Future Parks, Recreations & Trails; Downtown Revitalization; Transportation; Future Economic Development. UTSA, along with staff, hosted a series of stakeholder meetings and public meetings to solicit input on Weslaco's growth, history and projected future. Several revisions have been presented to the stake holders groups and a presentation was done with the City Commission as part of the Workshop. UTSA has now completed the Addendums to the Comprehensive Plan..

Thank you,

Rebekah de la Fuente, CFM

City of Weslaco Comprehensive Plan 2022 Addendum



Acknowledgments

Thank you to the Weslaco residents and City officials who brought an endless supply of energy and good ideas to this process. Their collective passion for the community is truly inspiring.

CITY OF WESLACO

Mayor
David Suarez

City Commission
Commissioner, Leo Muñoz, District 1
Commissioner Greg Kerr, District 2
Commissioner Jose “JP” Rodriguez, District 3
Commissioner Adrian Farias, District 4
Commissioner Letty Lopez, District 5
Commissioner Josh Pedraza, District 6

Interim City Manager
Andrew Munoz

Planning and Code Enforcement
Rebekah de la Fuente, Director
Point-of-Contact, City of Weslaco

City Secretary
Norma A. Cantu

Department of Engineering
Albert Aldana, City Engineer

Department of Parks & Recreation
Omar Rodriguez, Director

Information Technology Department
Thank you to the Weslaco IT staff for facilitating the online Focus Groups

Weslaco Area Chamber of Commerce
Barbara Jean Garza, President/CEO

Focus Group Participants
Thank you to all of the Focus Group participants for bringing great ideas to the table.

UNIVERSITY OF TEXAS AT SAN ANTONIO (UTSA)

UTSA Center for Urban & Regional Planning Research
Ian Caine, Associate Professor, Director, CURPR
Bill Barker, Fellow, Institute of Transportation Engineers,
Fellow American Institute of Certified Planners

Albert Han, Ph.D., Assistant Professor, Urban and Regional Planning
Esteban Lopez Ochoa, Ph.D., Assistant Professor, Urban and Regional Planning
Francisco Gonzalez, MArch candidate, Graduate Research Assistant
John Franklin, MArch candidate, Graduate Research Assistant
Joe Valadez, MArch candidate, Graduate Research Assistant

LABOR Studio
Gabriel Diaz Montemayor, MLA, Founding Partner

UTSA College of Engineering and Integrated Design
Marcio Giacomoni, Ph.D., Associate Professor, Engineering

UTSA Institute for Economic Development
Thomas Tunstall, M.B.A., Ph.D., Senior Director of Research, IED

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ACKNOWLEDGMENTS

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Chapter 6: Existing Public Facilities

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Chapter 8: Future Downtown Revitalization

Chapter 9: Future Parks, Recreation & Trails

Chapter 10: Future Transportation

Chapter 11: Future Annexation

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Introduction

Executive Summary

This 2022 Addendum to the City of Weslaco's 2016 Comprehensive Plan updates the community's objectives, initiatives, strategies, and policies while providing a framework for community decision-making through the year 2045. The Addendum provides strategic and integrated policy direction in the areas of land use and development; downtown revitalization; parks, recreation, and trails; transportation; annexation; and implementation. Each of these policy objectives align with short-, medium-, and long-term strategic initiatives that—taken together—will help City leaders and residents translate ideas into actionable policies, programs, and development activities.

This Addendum builds on the fundamental principles established in the 2016 Comprehensive Plan, adding several notable updates. The first and most important update provides a strategic response to the Texas Legislature's 2019 adoption of HB 347, which will severely limit the City of Weslaco's ability to unilaterally annex territory within its Extra Territorial Jurisdiction (ETJ):

HB 347, which emerged after the completion of the 2016 Comprehensive Plan, will fundamentally shift the City of Weslaco's development calculus moving forward. The City of Weslaco must now begin to look inwards, maximizing the quality of growth on the land that remains within its municipal boundaries. This new political reality provides Weslaco with an exciting opportunity to expand its city motto, "City on the Grow," to include infill, redevelopment, and retrofit strategies.

As a strategic response to these new political realities, the policy proposals in this Addendum align with multiple smart growth principles, which most planning professionals consider to be best practices. By adopting a smart growth approach to land use and development, the City of Weslaco can achieve a number of economic, social, and environmental benefits which this document outlines in detail. This Addendum proposes a second critical update to the 2016 Plan, modifying its approach to downtown redevelopment: rather than advance urban renewal policies that raze and replace historic fabric with new buildings, this Addendum emphasizes historic preservation, urban infill, and reinvestments in public infrastructure.

Like the 2016 Plan, the 2022 Addendum:

- establishes policy direction for future development and

- redevelopment, providing decision-making guidance to members of the City Commission, Planning and Zoning Commission, and City staff.
- states the municipality's intentions regarding its physical development and infrastructure investment, ultimately creating an improved level of certainty for landowners and developers.
 - communicates to citizens the type, pattern, and character of future development, thereby allowing private investment decisions that are compatible and consistent with the plan for future development.
 - coordinates transportation and infrastructure improvements with development, creating an integrated development framework.
 - lays out the future economic and physical development of the community, which is useful to local, state, and federal agencies engaged in the provision of programs, services, and facilities (Gonzalez De La Garza 2016).

The 2022 Addendum specifically pursues the following Objectives and Approaches:

Objective 1
Expand the City's economic base.

The economy in Weslaco remains diverse, healthy, and growing, reflecting strength in the Industrial, Educational, Health, Commercial, and Social Services Sectors. The recent additions of the Texas A&M University-Kingsville Citrus Center and UTRGV Center for Innovation and Commercialization promise to attract professionals, students, and entrepreneurs. Weslaco's location along Interstate 2 makes it a regional destination for shoppers, a situation that benefits the City's tax revenue and provides local residents with access to a diverse and competitive retail market. Weslaco continues to benefit from a healthy tourist economy which serves Winter Texans, visitors to nine regional World Birding Centers, and cross-border tourists from Mexico.

Approach
Position Historic Downtown as a Unique Tourist Destination.

The City of Weslaco can leverage Downtown's significant physical and cultural heritage to make it a more attractive destination for tourists and residents alike. This Addendum proposes a number of initiatives related to new facilities, programs, expanded housing options, and upgrades to pedestrian infrastructure. One

of the most promising initiatives includes submitting Downtown Weslaco to the National Register of Historic Places.

Approach
Leverage the Regional Market for Birdwatching.

Weslaco's location within the Lower Rio Grande Valley provides easy access to nine World Birding Centers, including the Estero Llano Grande State Park which lies just south of the Weslaco City limit (World Birding Center). The market for birdwatching has grown dramatically during the COVID-19 pandemic: the hobby provided a total economic benefit of \$41 billion dollars nationally, with twenty million Americans spending \$17.3 billion spent on wildlife watching trips (Fortin 2020; Withrow 2019). The City of Weslaco is in a position to increase its share of these tourist dollars.

Approach
Leverage Regional Economic Generators.

Weslaco's industrial and commercial growth remains strong, fueled by the presence of foreign trade zones (FTZs), expansion at the Mid-Valley Airport, proximity to Interstate 2, and planned expansion to the Progreso International Bridge. The City should continue to leverage the industrial potential of these infrastructures. This is already occurring: with the Mid-Valley Industrial Park almost full, The Weslaco Economic Development Corporation is now developing an additional fifteen acres of land adjacent to FM 1015 and Mile 9 (Muñoz 2021). Additionally, seven of nine planned commercial developments are located along Interstate 2, solidifying Weslaco's status as a regional location for retail (Texas Border Business 2021).

Objective 2
Maximize Remaining City Land Assets.

In 2019 the Texas Legislature passed HB 347, effectively prohibiting unilateral annexations by any city, regardless of population or location. The legislation adds multiple roadblocks to the annexation process: eliminating the distinction between Tier 1 and Tier 2 cities and counties created by SB 6; and eliminating existing annexation authority for Tier 1 cities by subjecting most annexations to multiple consent procedures. The reality of HB 347 will make it very difficult for the City of Weslaco to expand its territorial boundaries, especially in the northern portion of its Extraterritorial Jurisdiction (ETJ). As a result,

the City must maximize development opportunities on declining vacant land reserves while turning its attention to infill growth. To accommodate this transition, the Plan promotes both high quality design and construction for both new and infill development. It incentivizes the construction of well-designed, environmentally responsible, quality subdivisions and commercial and industrial development; and promotes conservation design methods in all phases.

Approach
Promote Strategic Density in Existing Neighborhoods.

The Addendum seeks to strategically densify existing neighborhoods with targeted infill development on vacant parcels. It recommends the addition of a new multifamily zone classification to encourage the strategic addition of new housing types throughout the city. The Plan also encourages mixed-use development in existing neighborhoods, to create a stronger relationship between employment, housing, and recreation.

Approach
Elevate the Quality of New Subdivisions with Multifamily and Park Requirements.

In order to maximize the quality of future neighborhood development, this Plan provides guidelines that the City can use in the future to revise its Subdivision Regulations and Policies. These guidelines recommend that new subdivisions incorporate integrated street networks, multifamily housing options, integrated water management, and park access.

Objective 3
Leverage Ecological Assets and Manage Ecological Threats.

Continued growth and development in Weslaco will increase the quantity of impermeable surface area—including rooftops, roads, and parking lots—thereby increasing storm runoff and pressure on storm drainage infrastructure. The City of Weslaco's 2019 Storm Water Improvement Plan provides a comprehensive approach to stormwater management which includes multiple short-, medium-, and long-term projects. A number of these flood control projects are already underway. This Addendum aligns with the 2019 Plan, leveraging the regional detention facilities for passive recreation and coordinating land use with City-approved stormwater management strategies.

Approach
Make Parks the Center of Civic Life.

This Addendum provides guidelines to retrofit existing parks, prototypes for new city parks, and guidelines for new neighborhood parks. The Plan specifically proposes an integrated trail system to strategically connect parks, natural areas, and flood control infrastructure. This will allow Weslaco to expand passive and active recreational opportunities in response to population growth.

Approach
Align Land Use with the City-Approved Storm Water Improvement Plan.

Weslaco’s natural topography and existing environmental systems impose opportunities and constraints on the community’s growth and development. This Plan considers both factors, along with the 2019 Storm Water Improvement Plan, while recommending land use and public infrastructure strategies.

Approach
Leverage the Recreational Potential of Flood Control Infrastructure.

This Addendum embraces the potential of Weslaco’s expanding flood control infrastructure—specifically drainage ditches and regional detention facilities. This infrastructure represents an underutilized asset in the City. The Plan specifically calls for the creation of an integrated passive recreation system—composed of parks, trails, and regional detention facilities—to serve the residents of Weslaco.

Objective 4
Connect Community with an Expanded Transportation Network.

This Addendum supports an integrated community circulation network composed of streets, trails, and sidewalks. This network will serve pedestrians, drivers, and bicyclists alike. The Plan encourages the development of future transit networks along multimodal transportation corridors within the City and ETJ.

Approach
Reinforce Streets as Connectors.
This Addendum proposes a complete streets approach that makes high intensity corridors usable for drivers, pedestrians, and bikers alike.



Image | Flood control infrastructure has recreational potential | CURPR

Approach
Reinforce Trails as Connectors.

This Addendum proposes an integrated trail network that aligns with existing rights-of-way along the City’s drainage ditches and irrigation canals. This trail system connects City and neighborhood parks, while offering a linear infrastructure for active and passive recreation.

Objective 5
Preserve the Community’s Local and Historic Character.

The Addendum maximizes the distinctiveness of local cultural, physical, and environmental character while safeguarding against residential displacement. A big part of this involves reestablishing Downtown as the civic heart of the City. This Plan also evaluates and recommends how to create a more viable economic environment by preserving and enhancing Weslaco’s unique historic, cultural, and architectural heritage.

Approach
Develop a Walkable Downtown Infrastructure.

The Addendum proposes an integrated, walkable infrastructure, strengthening Texas Blvd. and secondary spines, Kansas Ave. and Missouri Ave. It invests in streetscapes and expands Downtown anchors while supporting the continuity of existing neighborhoods.

Approach
Develop Financial and Policy Infrastructures to Support Downtown’s Historic Character.

The City of Weslaco must advance a development strategy

for the Downtown that leverages cultural and physical heritage, balances growth with continuity, and focuses on quality-of-life issues.

Objective 6
Diversify Housing Options While Preserving Neighborhoods.

Excessive single-family zoning is limiting the types of housing available to residents. Weslaco must promote the construction of homes and neighborhoods that serve the needs of a diversity of people, family sizes, incomes, and tastes. This means encouraging multifamily housing while simultaneously guarding against residential displacement.

Approach
Expand Medium-Density Multifamily Housing.

Weslaco will benefit by diversifying its housing stock—adding new typologies, densities, and price points. Perhaps the most pressing need is for small-scale, medium-density, multifamily housing including townhouses and duplexes.

Approach
Combat Residential Displacement.

Residential displacement occurs when rising real estate values, county appraisals, and property taxes force existing residents to sell or vacate their homes and apartments. For this reason, as the City of Weslaco pursues redevelopment strategies, it must also consider parallel strategies to preserve and expand affordable housing options.

Description of Comprehensive Planning Process

Why Weslaco Needs a Comprehensive Plan

Weslaco today offers an attractive home for residents, both permanent and seasonal, as well as a popular destination for tourists. The City's central location within the Lower Rio Grande Valley ties its future closely to projected growth trends in the region. Current estimates suggest that Hidalgo County's population will increase from 861,137 to 1,032,926 by the year 2050 (Texas Demographic Center 2019). These figures align with multiple economic forecasts to suggest that Weslaco will experience significant population growth through the year 2050. This Comprehensive Plan provides a strategic road map for that growth, one that translates community values into clear objectives, then develops strategic initiatives to fulfill the objectives. The initiatives will provide residents and City leaders with policy direction related to the areas of land use and development; downtown revitalization; parks, recreation, and trails; transportation; annexation; and implementation. The Comprehensive Plan will serve as a guide for urban planning, future planning documents, and revisions to the City's Code of Ordinances.

What is a Comprehensive Plan?

A comprehensive plan is a broad statement of community goals and policies that direct the orderly and coordinated physical development of a city into the future. A comprehensive plan anticipates change and provides specific guidance for future legislative and administrative actions by

- reflecting the results of citizen involvement, technical analysis, and judgment of decision-makers.
- providing the basis for the adoption of regulations, programs, and services which implement the plan
- serving as a guide for designating land uses and infrastructure development as well as developing community services.
- establishing goals, objectives, and related policies to provide strategic direction for the community to the Year 2045.
- providing integrated policies in areas of land use and community character, growth and developments, transportation, economic development, and utilities
- providing short- and long-term implementation strategies to help translate the policies into actionable programs, development activities, and other efforts by the City of Weslaco, its residents and other jurisdictional partners (note: text in this subsection from Gonzalez De La Garza 2016).

How does a Comprehensive Plan Work?

A comprehensive plan allows a city to proactively manage its growth rather than reacting to development proposals on a case-by-case basis without considering the long-term vision of the community. The Plan will result in a series of goals and policies that, ideally, will help Weslaco administer development regulations and guide reinvestment and redevelopment efforts. This involves

- providing a means of coordinating the actions of many different departments and divisions within the City to achieve future development.
- creating a Future Land Use Map to provide a “blueprint” for growth by proactively establishing land uses and making development decisions based upon the collective long-range vision of the City.
- providing a basis on which to make zoning decisions in accordance with the Comprehensive Plan.
- becoming the legal means of support for the Planning and Zoning Commission to allow or refuse a zoning change or development.
- developing a foundation for the City's long-range planning process by creating the implementation strategies that achieve goals and actions.
- continuing a process that must be regularly reviewed, revised, and updated as needed to maintain its applicability to current conditions and established priorities.
- being flexible enough to respond to changing needs (note: text in this subsection from Gonzalez De La Garza 2016).

Who is Involved in Comprehensive Planning?

Weslaco residents, business owners, and city staff work together to shape the future of their community through the ongoing development of this Comprehensive Plan. The planning process provides an opportunity for individual citizens to contribute to this effort by attending community meetings to identify issues of concern, by volunteering for citizen committees that oversee changes to sections of the Plan, and by serving on boards or commissions that function as citizen advisors to the City Commission. All participants helped to inform the results. Their continued support for the Plan will be critical to the Plan's long term success (note: text in this subsection from Gonzalez De La Garza 2016).

Importance of Establishing Shared Values

In 2016 the City of Weslaco adopted a Comprehensive Plan titled City of Weslaco Comprehensive Plan: A City on the Grow. The document, prepared by Gonzales De La Garza LLC and CFZ Group LLC of San Antonio, was scheduled for an update in 2021. In 2021, the City of Weslaco retained The University of Texas at San Antonio (UTSA) Center for Urban and Regional Planning Research (CURPR) to produce an Addendum to the existing City of Weslaco Comprehensive Plan. The following Addendum represents the product of a 15-month community effort, which is described in detail below.

The fundamental purpose of a comprehensive plan is to imagine a future for Weslaco that is based on shared community values. A successful comprehensive plan establishes these values, then outlines the steps necessary to make that vision a reality. A successful comprehensive plan must therefore align the community's vision with real public policy, specifically zoning, regulation, and capital investments in public infrastructure. The key phrase here is “shared community values.” Too often, comprehensive plans are dropped onto communities without local input or buy-in. These plans are rarely effective because, without local advocates, the plans end up sitting unread on the shelf or on city websites. During this Addendum process, UTSA's Center for Urban and Regional Planning Research (CURPR) sought to extend the public framework that planners established in the 2016 Plan. To ensure that the Addendum truly reflects the community's interests and insights, CURPR initiated multiple public forums and stakeholder reviews during the planning process. The following description summarizes the activities:

Description of the Planning Process

February 2021

Compile Data and Documents

CURPR compiled and reviewed all relevant data and documents. This included the existing Weslaco Comprehensive Plan, which was prepared by Gonzalez De La Garza & CFZ Group and adopted in 2016. The document deals with a variety of topics including economic development, land use development, drainage, transportation, recreation, downtown revitalization, public facilities & infrastructure.

March-April 2021

Stakeholder Discussions

CURPR completed initial discussions with stakeholders. The purpose of these discussions was to identify key issues for the focus groups.

March 22, 2021

Stakeholder Discussion: Land Use

Weslaco Stakeholders:

Alberto J. Aldana, City Engineer
Rebekah de la Fuente, Planning & Code Enf.

UTSA Participants:

Ian Caine, Associate Professor, Architecture
Marcio Giacomoni, Associate Professor, Engineering
Albert Han, Asst. Professor, Urban and Regional Planning

April 1, 2021

Stakeholders: Parks, Recreation and Trails

Weslaco Stakeholders:

Albert Aldana, City Engineer
Rebekah de la Fuente, Planning & Code Enf.
Andrew Muñoz, Assistant City Manager
Omar Rodriguez, Director, Parks and Recreation

UTSA Participants:

Ian Caine, Associate Professor, Architecture
Marcio Giacomoni, Associate Professor, Engineering
Gabriel Diaz Montemayor, Landscape Architect

April 2, 2021

Stakeholders: Downtown Revitalization

Weslaco Stakeholders:

Barbara Jean Garza, President, Chamber of Commerce
Steve Valdez, Economic Development Corp.
Rebekah de la Fuente, Planning & Code Enf.

UTSA Participants:

Ian Caine, Associate Professor, Architecture
Tom Tunstall, Director of Research, I.E.D.

May 16-18

Site Visit

Ian Caine and Gabriel Diaz Montemayor made a site visit to Weslaco to tour the City and meet with officials.



Image | City officials discuss stormwater infrastructure | CURPR

May-June 2021
Community Focus Groups

CURPR prepared for the focus groups. Activities included gathering existing plans and drawings, assembling GIS, and general research. CURPR facilitated four focus groups via Zoom in collaboration with the City of Weslaco. The Weslaco IT Department provided critical technical support.

June 10, 2021
Community Focus Group 1: Downtown Revitalization

This meeting asked participants to discuss a series of topics including how Downtown changed in the last ten years? How might Downtown change in the next ten years? CURPR shared the results and implications of economic GAP and Surplus analysis as well as potential keys to downtown revitalization. The meeting closed with a discussion of the importance of supporting Weslaco’s physical and cultural heritage.

UTSA Participants:
Ian Caine, Associate Professor, Architecture
Bill Barker, FAICP
Gabriel Diaz Montemayor, Landscape Architect
Francisco Gonzalez, Research Assistant
John Franklin, Research Assistant

Weslaco Stakeholders:
Barbara Jean Garza, President, Chamber of Commerce
Steve Valdez, Economic Development Corp.
Multiple residents and community stakeholders

June 17, 2021
Community Focus Group 2: Housing

CURPR began the meeting by presenting population projections in Hidalgo County. Participants went on to identify structural challenges facing the housing market, as well as strategies to expand housing options in Weslaco. CURPR presented potential benefits of compact development and medium-density housing options. The meeting concluded with a discussion of the qualities of great streets in Weslaco.

UTSA Participants:
Ian Caine, Associate Professor, Architecture
Francisco Gonzalez, Research Assistant
John Franklin, Research Assistant

Weslaco Stakeholders:
Rebekah de la Fuente, Planning & Code Enf.
Multiple residents and community stakeholders

June 24, 2021
Community Focus Group 3: Parks, Recreation and Trails

CURPR began the meeting by discussing the virtue of parks for the community. Participants discussed their favorite parks and explained what they liked, disliked, and what would make the parks better. They also explained how they traveled to their favorite parks. CURPR then presented the possibility to transform existing regional detention facilities into sites for passive recreation.

UTSA Participants:
Ian Caine, Associate Professor, Architecture
Bill Barker, FAICP
Marcio Giacomoni, Associate Professor, Engineering
Gabriel Diaz Montemayor, Landscape Architect
Francisco Gonzalez, Research Assistant
John Franklin, Research Assistant

Weslaco Stakeholders:
Alberto J. Aldana, City Engineer
Omar Rodriguez, Director, Parks and Recreation

July-August 2021
Plan Development

CURPR used the research and data from focus groups to develop Principles and Initiatives for the Addendum.

September-October 2021
Stakeholder Reviews

September 20, 2021
Stakeholder Review: Parks, Recreation and Trails

CURPR presented preliminary Addendum concepts City stakeholders and received feedback.

Weslaco Stakeholders:
Rebekah de la Fuente, Director, Planning & Code Enf.
Andrew Muñoz, Assistant City Manager
Omar Rodriguez, Director, Parks and Recreation

UTSA Participants:
Ian Caine, Associate Professor, Architecture
Gabriel Diaz Montemayor, Landscape Architect
Marcio Giacomoni, Associate Professor, Engineering
Francisco Gonzalez, Research Assistant

September 29 + October 12, 2021
Stakeholder Review: Downtown Revitalization

CURPR presented preliminary Addendum concepts City stakeholders and received feedback.

Weslaco Stakeholders:
Rebekah de la Fuente, Planning & Code Enf.
Steve Valdez, Director, Economic Development Corp.
Barbara Jean Garza, President, Chamber of Commerce

UTSA Participants:
Ian Caine, Associate Professor, Architecture
Joe Valadez, Research Assistant

October 21, 2021
Stakeholder Review: Land Use, Zoning, and Housing

CURPR presented preliminary Addendum concepts City stakeholders and received feedback.

Weslaco Stakeholders:
Rebekah de la Fuente, Planning & Code Enf.

UTSA Participants:
Ian Caine, Associate Professor, Architecture
John R. Franklin, Research Assistant

October-December 2021
Plan Development

CURPR revised the Addendum in response to feedback from City officials and residents.

November 2021
Site Visit

Ian Caine, Gabriel Diaz Montemayor, and students made a site visit to Weslaco to tour the City and meet with officials.

January 15, 2022
Presentation to City Commission

CURPR presented an update on the Addendum process to the City Commission.

March, 2022
Preliminary Addendum Submission

CURPR presented a full draft of the Addendum to the Department of Planning & Code Enforcement for review.

April, 2022
City of Weslaco Returns Comments

May, 2022
Final Addendum Submission to the City of Weslaco

Deliverables

Summary of Existing Conditions

Objectives

- What are Weslaco's shared community values and interests?
- We will summarize these in a clear vision statement that will become the backbone of the plan

Initiatives

- What are the specific projects that would advance Weslaco's stated goals?
- How will Weslaco pursue the goals and initiatives?
- Capital Investment, Zoning Ordinances, Regulations,

Visualizations and Maps

- Graphics to help the community imagine what Weslaco look like in the future

Existing Conditions

The City of Weslaco, population 40,160 (U.S. Census Bureau 2020), is located in the Lower Rio Grande Valley. The Valley region stretches from South Padre Island west to Rio Grande City in Starr County; and from its southernmost tip in Brownsville north to the northern boundaries of Willacy, Hidalgo, and Starr Counties. Together, these three counties cover 4,244 square miles. Weslaco is commonly referred to as “Mid-Valley” within the Rio Grande Valley region.

Weslaco evolved from a small ranching community in the early twentieth century to the agriculture and trade-based city that it remains today. The arrival of the Southern Pacific Railroad in the late 1920’s led to the initial building boom. Weslaco went on to experience sustained growth, prosperity, and development throughout the twentieth century due in large part to the community’s geographic proximity to an interstate highway and the U.S.-Mexico border. Current population projections predict decades of continued growth for Weslaco, suggesting that the community’s fundamental challenge is to plan for sustained growth while enhancing overall livability.

The chapter examines how the community has grown since its incorporation, then analyzes trends that will impact Weslaco’s future economic and urban development. The chapter provides baseline data and critical analyses in order to reveal challenges facing the community. The data is important because there is a clear connection between identifying issues and problems, generating strategic policy responses, and implementing solutions. This process will allow community decision-makers to proactively manage future growth and development. The chapter specifically identifies demographic and socioeconomic trends related to projected population, ethnic and household composition, age, income, education, employment, and labor force.

Historical and Projected Population Change

Weslaco experienced significant historical population growth after the completion of the Southern Pacific Railroad in the late 1920’s. This railway brought settlers to the region from the Midwest and the East. Soon, towns sprang up from east to west along U.S. 83 and throughout the southern portions of the County. By 1930, locals described U.S. 83 as “the longest main street in the world.”

Population projections are an important component of the long-range planning process. Population projections allow policy-makers to

- evaluate a range of future population scenarios.
- identify internal and external factors with the potential to impact population trends.
- predict future demands that will be placed on public facilities and services, such as fire and police protection, water and wastewater facilities, transportation infrastructure, parks and open space, and municipal buildings.
- allow urban planners to strategically guide new development, coordinate timely provision of new infrastructure, and direct available resources to areas where they will be needed.
- create a strategy to seize opportunities and overcome foreseeable challenges.

City of Weslaco Historical Population Growth		
Year	Population	% Change
1930	4,879	
1940	6,883	41.1
1950	7,514	9.2
1960	15,649	108.2
1970	15,313	2.2
1980	19,331	26.2
1990	21,877	13.2
2000	26,935	23.1
2010	35,471	32.43
2020	40,160	13.22

Source: U.S. Census Bureau

Policy-makers can utilize a variety of methods and techniques to develop projections. In an effort to estimate the projected population for the City of Weslaco, three main projection methods are employed in this chapter:

- 01 Step Down Method: A ratio-share technique, where a ratio is established between the county’s population and the city’s.
- 02 Linear Regression: A trend extrapolation technique that aggregates data from the past to project future values.

Regional Map of Weslaco, Texas

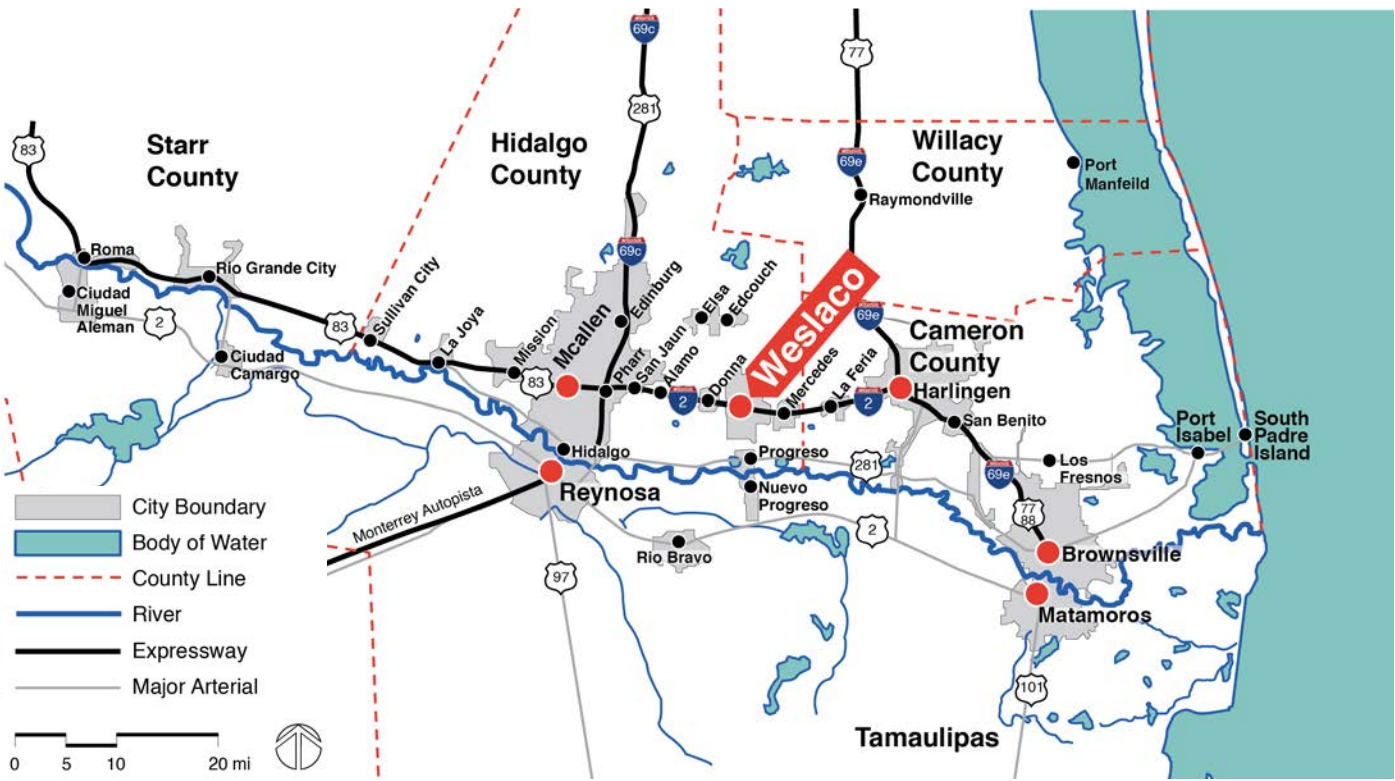


Figure 1.1 | Regional map of Weslaco, Texas

03 Exponential Growth: A trend extrapolation technique that produces the projection based on a constant and continuous population growth.

As a final result, the Exponential Growth method proved to be an average population value between the Step Down and Linear Regression methods. The estimated projected population for Weslaco in the Year 2040 is 51,426 people. Weslaco’s population projection will assist the City and private business interests to evaluate

- demand for varying housing types, sizes, and prices.
- employment for residents of Weslaco and the surrounding area.
- the number of school-age children moving to the area and the impact on demand for school facilities.
- projected future traffic volumes, congestion, and demands for new roadway infrastructure and alternative modes of transportation.
- usage of local parks and recreation facilities and the demand for additional areas, facilities, and programs.
- capacity requirements for water and wastewater service, storm drainage improvements, and the requisite capital investments.

- impact on the number of police, fire, and emergency medical service calls and their response times, service levels, and facility and staffing needs.

Since 1970, Weslaco’s population has more than doubled, while its projected population suggests the positive growth will continue through 2040.

Projected Population Growth in Hidalgo County	
Population (2020)	Population (projected)
870,781	1,032,926

Source: Institute for Demographic and Socioeconomic Research (IDSER)

Household Composition

According to the U.S. Census Bureau, households are classified as either “family” or “non-family” units. Family units are generally defined as those with a married couple or a single head of household with or without children. Non-family households include those with one person living alone. The household composition of

Population Characteristics		
Population	Weslaco	Texas
Population, 2010	35,670	25,145,561
Population, 2020	40,160	29,145,505
Population, percent change, (April 1, 2010 to July 1, 2020)	12.6%	15.9%
Population, percent change, (April 1, 2020 to July 1, 2022)	6.8%	1.1%
Persons under 5 years, percent, 2020	8.8%	6.9%
Persons under 18 years, percent, 2020	32.3%	25.5%
Persons 65 years and over, percent, 2020	12.3%	12.9%
Female persons, percent, 2020	51.4%	50.3%
White alone, percent, 2020	77.3%	78.7%
Black or African American alone, percent, 2020	0.9%	12.9%
American Indian percent, 2020	0.6%	1.0%
Asian alone, percent, 2020	1.4%	5.2%
Two or More Races, percent, 2020	9.8%	2.1%
Hispanic or Latino, percent, 2020	87.3%	39.7%
White alone, not Hispanic or Latino, percent, 2020	10.2%	41.2%
Living in same house 1 year & over, percent, 2016-2020	84.4%	84.8%
Foreign born persons, percent, 2016-2020	17.0%	16.8%
High school graduate or higher, 2016-2020	77.2%	84.4%
Bachelor's degree or higher 2016-2020	24.3%	30.7%
Veterans, 2016-2020	1,639	1,435,527

Source: U.S. Census Bureau

Housing Composition		
Housing	Weslaco	Texas
Housing Units	N/A	11,283,353
Home ownership rate, 2016-2020	60.3%	62.3%
Housing units in multi-unit structures, 2016-2020	N/A	N/A
Median Value (owner-occupied housing units), 2016-2020	\$91,500	\$187,200
Households, 2016-2020	12,671	9,906,070
Persons per household, 2016-2020	3.21	2.83
Per capita income (in past 12 months (2012 dollars), 2016-2020	\$20,548	\$32,177
Median household income, 2016-2020	\$47,094	\$63,826
Persons persons in poverty, percent 2020	24.3%	13.4%

Source: U.S. Census Bureau

Weslaco is 65 percent family households and 5 percent non-family households.

Housing Trends

Housing remains the largest land use with a combination of mixed density throughout the city. The highest density is located in and along U.S. Highway 83, the Center Business District and Medical Center, with primarily older, single- family housing and multi-family dispersed throughout the area. North and south sectors of town have large tract homes called “ranchettes” consisting of two-plus acre homesteads.

The dominance of single-family homes is a concern in Weslaco, as it is throughout the county, state, and much of the country. Hidalgo County, for example, is projected to need 50,000 more rental units in 2050 than it had in 2010. During the same time frame, the State of Texas is projected to need an additional 3.3 million rental units (Texas Demographic Center 2019). These estimates align with the changing composition of American households, where the percentage of homes composed of married couples with children decreased from 70% in 1968 to 30% in 2018 (Loh 2020).

Current commercial, retail and schools are expanding to meet residential markets and will continue to expand based on growth indicators in previous planning documents. Future residential development will likely grow north toward the City's ETJ and in growth nodes Downtown. Influences dictating growth include population density, school district boundaries, transportation linkages, services, distance to future employers such as Texas A&M University-Kingsville, expansion of the Medical District, and downtown revitalization efforts.



Image 1.1 | New single-family developments in Weslaco | CURPR

Projected Housing Composition in Hidalgo County		
	2010	2050
Population	774,769	1,032,926
Total Households	208,855	362,008
Owner Households	139,560	252,816
Renter Households	69,295	109,192

Source: Institute for Demographic and Socioeconomic Research (IDSER)

Income and Employment

Weslaco’s median household income was \$47,094, placing it above the Hidalgo County median of \$41,846 but well below the Texas median of \$63,826 (U.S. Census 2016-2020).

Education, health, and manufacturing sectors employ the largest share of Weslaco’s residents, with 7,080 people (U.S. Census 2016). The Weslaco Independent School District and other public and private education such as Texas A&M University-Kingsville, South Texas College-Mid Valley Campus, IDEA Academies employ 19 percent of all working adults in Weslaco. The Health Care and Social Assistance subsector employs 10 percent of working adults living in the City. Weslaco's second largest employment sector is Retail Trade, employing 1,000 residents, or 7 percent of the City's workforce.

Note: Text in this section is modified from 2016 Comprehensive Plan.



Image 1.2 | South Texas College-MidValley Campus | Wikimedia

02 Existing Land Use

General Description

The City of Weslaco encompasses 14.72 square miles, with an extraterritorial jurisdiction (ETJ) that stretches north to Mile 14 ½ and south to the Rio Grande (U.S. Census Bureau 2021). The extent of the City’s ETJ is sharply limited in the east and west directions, extending east to Mile 2 and west to Midway Rd. (Figure 2.1).

The City of Weslaco is bisected by the U.S. Highway 83, which serves as the main east-west corridor and provides access to major employers including the Knapp Medical Center, South Texas College-Mid Valley Campus, and the Texas A&M University Citrus Center. U.S. Highway 83 also represents a major retail corridor, offering shoppers access to major big box outlets including The Home Depot, H-E-B, Walmart Supercenter, Petco, Lowe’s Home Improvement, and numerous restaurants and fast food locations. Texas Blvd. acts as Weslaco’s primary north-south corridor, anchoring the Central Business District (CBD) and extending through the entire ETJ. Texas Blvd. also serves as the community’s historic “Main Street,” which covers a one-mile stretch south of Pike Blvd. and north of 6th St. Within the CBD, Texas Boulevard is home to numerous historic buildings which house offices, cultural venues, retail, and service-oriented businesses.

Stormwater Control and Water Quality

Like much of the Lower Rio Grande Valley, the City of Weslaco is located in a flat delta plain and prone to repetitive flooding. This situation imposes significant constraints and limitations on future growth and development in the City of Weslaco. It is therefore critical for the City to consider environmental factors as it



Image 2.1 | Texas Blvd. serves as Weslaco’s “Main Street” | CURPR

considers future land use, annexations, and public facilities improvements. The Texas Commission on Environmental Quality (T.C.E.Q.) has identified three fundamental concerns for the Lower Rio Grande Subregion: water quantity, water quality, and illegal dumping of municipal solid waste (City of Weslaco 2008, 1).

Weslaco’s stormwater sewer system, including the stormwater sewer lines and ditches, are maintained by the Public Works Division. The stormwater sewer system discharges via ditch to the Main Floodway and to the Laguna Madre (City of Weslaco 2008, 5). Historically, the City’s storm drainage infrastructure has underperformed, leading to intense local flooding. The Existing and Proposed 10-, 50-, and 100- year Floodplain drawings reveal that a number of areas remain susceptible to flooding (Figure 2.3). One especially vulnerable area is the Weslaco Mid Valley Airport and Industrial Park, which lie north of U.S. Highway 83 and west of Pleasantview Dr. Additional flood zones occur along Texas Blvd. between Pike Blvd. and Los Torritos St; on the eastern side of 18th St between Mile 4 Rd. and FM 1015; along Texas Blvd. at Mile 5; and in an area bounded by Mile 10 and Mile 11 between Bridge Ave. and FM 1015.

In 2008, the City launched a comprehensive Storm Water Management Program to upgrade its flood infrastructure. This document, prepared by the Lower Rio Grande Valley TPDES Stormwater Task Force and South Texas Environmental Institute, presents “...a cost-effective approach to enhance and improve water quality through stormwater management to protect public and environmental health and to assure compliance with the TPDES Phase II MS4 rules (City of Weslaco 2008, 6).”

In 2019, the City published an updated Storm Water Improvement Plan which summarizes eight short-, medium-, and long-term stormwater control projects (City of Weslaco 2019). These projects are already yielding positive results. Additionally, in 2019 the City passed a \$10 million drainage bond, allowing it to complete the multiple projects including the following (City of Weslaco, City of Weslaco Completes Another Major Drainage Improvement Project):

- New Construction: Southeast Weslaco drainage improvement project
- New Equipment: Flood Water pumps project
- New Construction: Flap gates drainage improvement project that prevents rainwater from back flowing from

the drainage system

- New Construction: Southwest Weslaco regional detention facility (RDF) drainage project
- New Construction: South-central Weslaco regional detention facility (RDF) drainage project
- New Improvements: East Weslaco ditch reconstruction
- New Equipment: Long reach excavator to clear drainage ditches of debris
- New Equipment: Vactor truck to clear storm drains of debris

Additionally, the following projects are in design or under construction:

- New Construction: East Weslaco regional detention facility (RDF) drainage project
- New Construction: Central Weslaco new drainage system project
- New Construction: North Weslaco drainage improvements and regional detention facility

Utility Infrastructure

The Texas Legislature’s decision to adopt HB 347 in 2019 means that, for the foreseeable future, the City of Weslaco will find it challenging to annex any territory within its ETJ. This constraint will define the trajectory of Weslaco’s growth, because most of the local development is happening in the northern portion of the ETJ, beyond the city limits. These “leapfrog” developments are also occurring beyond the limit of municipal water, sewer, and sanitary service, thereby challenging the City’s ability to plan an efficient and continuous network of roads and utilities.



Image 2.2 | Stormwater infrastructure | CURPR

The City of Weslaco holds the rights to provide retail water and sewer utility service to an area that approximates its municipal boundaries (Figure 2.5, Figure 2.6, Figure 2.7). This right comes via a Certificate of Convenience and Necessity (CCN), which is granted by the Public Utility Commission of Texas. The CCN’s approximate limits are marked on the north by Mile 9 Rd., on the south by Llano Grande Lake, on the east by S. International Blvd., and on the west by Westgate Dr. Critically, this area does not contain much of the northern ETJ, where the majority of growth is occurring in the form of residential developments.

Land Use and Zoning

Land use and zoning are perhaps the most critical topics in any comprehensive plan (Figure 2.8, Figure 2.9). This is especially true in Weslaco today, where much of the current development is occurring in the northern ETJ, beyond the City’s zoning authority. As a result, city officials have limited ability to define the location, type, intensity, and form of urban development. The importance of this situation is difficult to overstate, because virtually all of the new residential developments consist of single-family, single-use, cul-de-sac housing developments. This marks a significant departure from the small-scale, mixed-use, block-based development that characterizes the historical neighborhoods in Weslaco. In this regard, the rapid suburban growth that is occurring in Weslaco’s northern ETJ is fundamentally changing the community’s character, including its neighborhood form, scale, density, building type, and use. This will be a concern for residents who value the continuity of urban form, as well as the City’s capacity to build, pay for, and maintain high-quality infrastructure and facilities.

The intensity of this dynamic is likely to intensify, as very little developable land remains within the city limits (Figure 2.10). While most of the developable land resides in the northern ETJ, a few developable lots remain in the south, mostly south of W. 18th St. This landscape has historically supported citrus, sugar cane, and cotton farming. It is also adjacent to birding centers and state parks including the Las Palomas Wildlife Management Areas and Estero Llano Grande State Park. Despite its agricultural character, this area is home to multiple mobile home parks and is experiencing significant single-family residential development.

Metropolitan Opportunities & Constraints

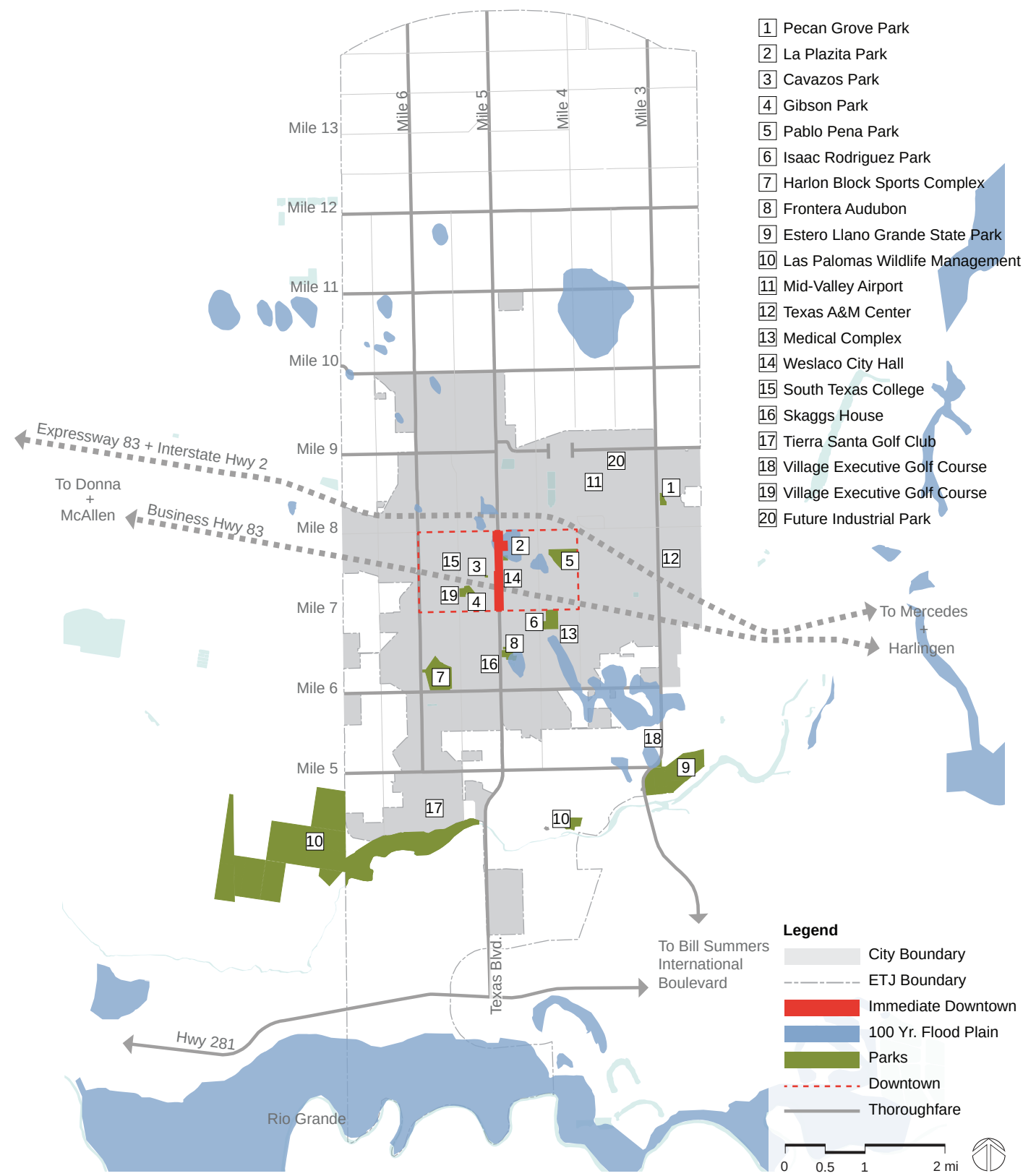


Figure 2.1 | Metropolitan Opportunities & Constraints

City of Weslaco Current Drains

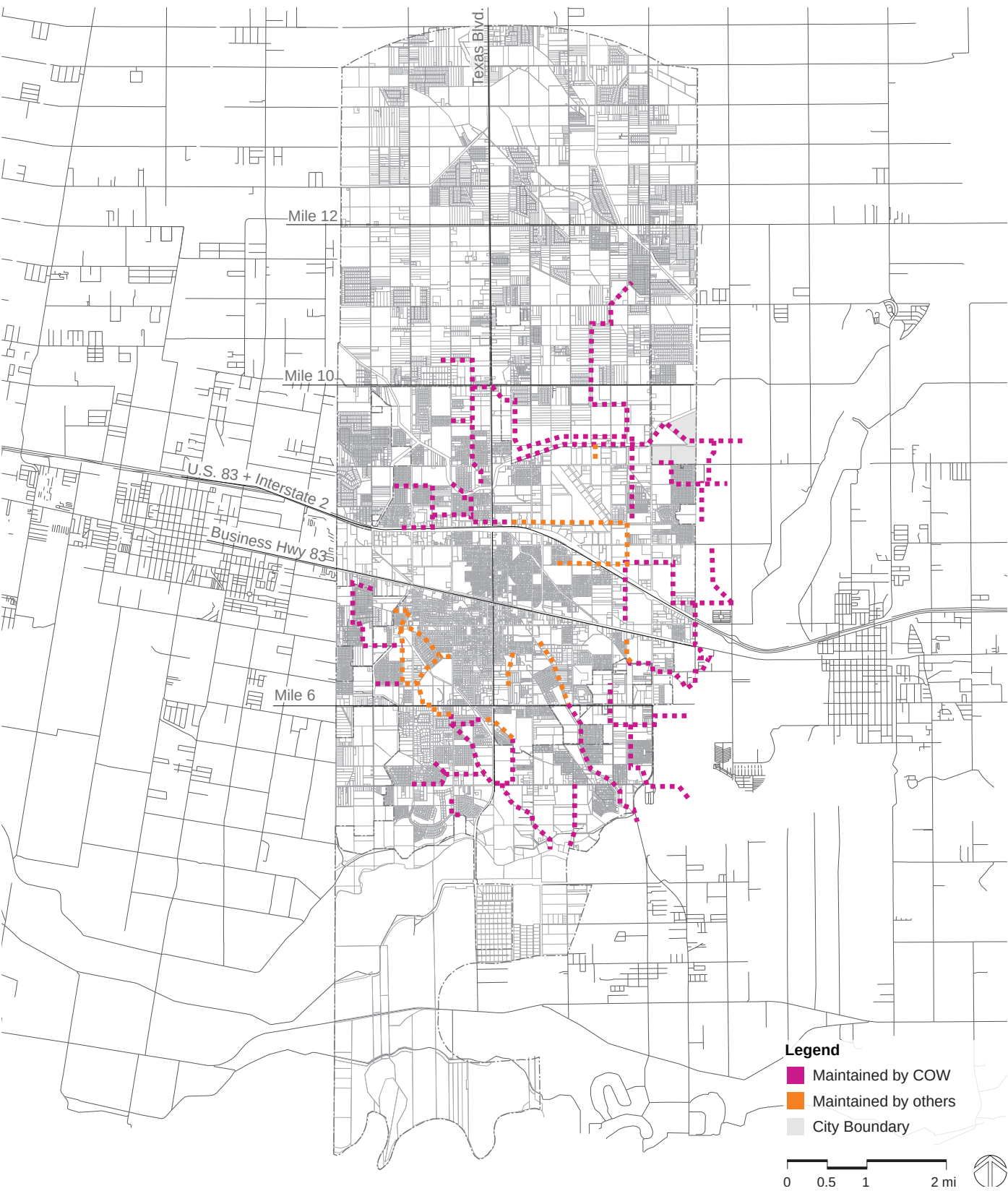
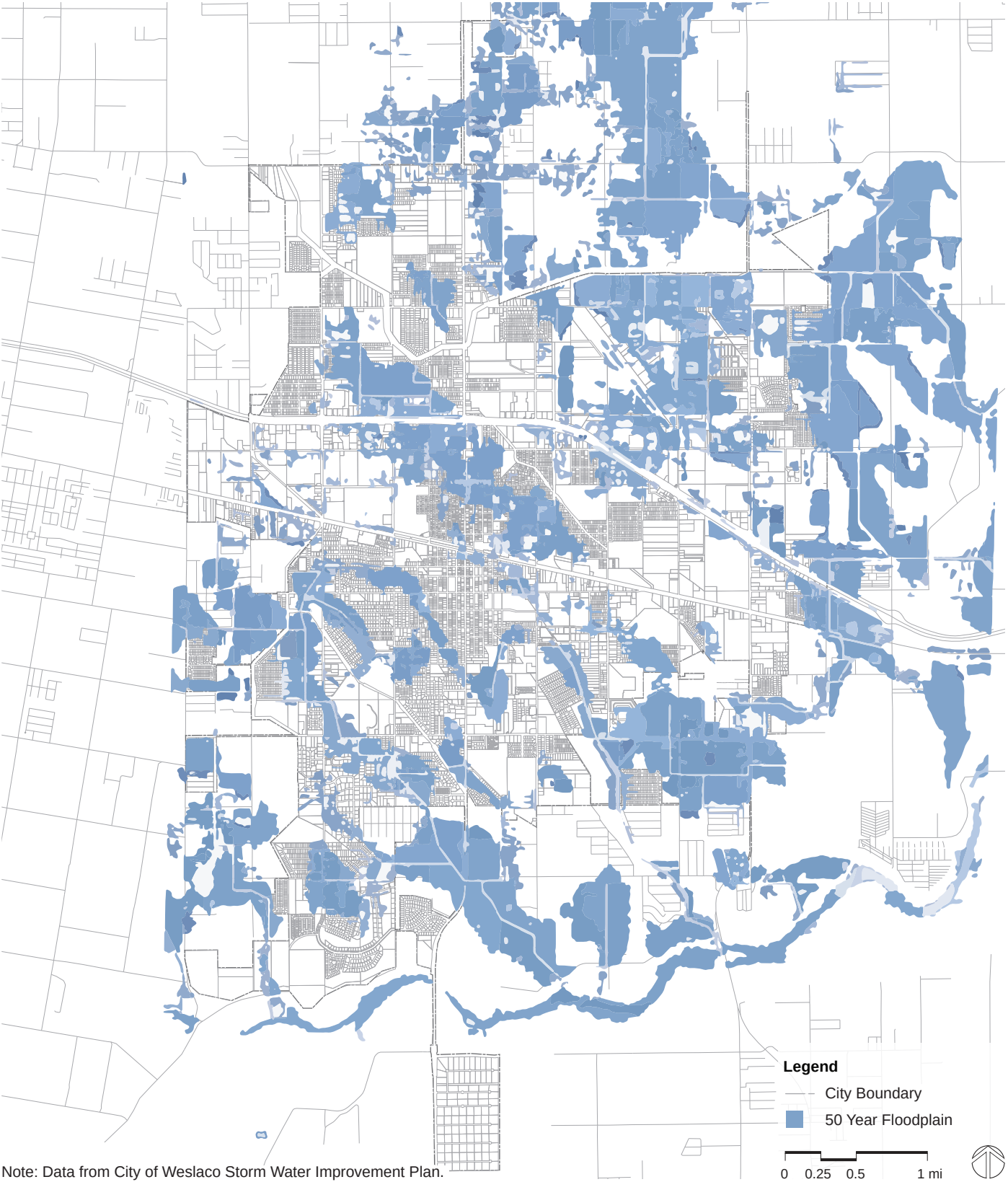


Figure 2.2 | City of Weslaco Current Drains

50-Year Floodplain



Note: Data from City of Weslaco Storm Water Improvement Plan.

Figure 2.3 | 50-Year Floodplain

Drainage Ditches and Irrigation Canals

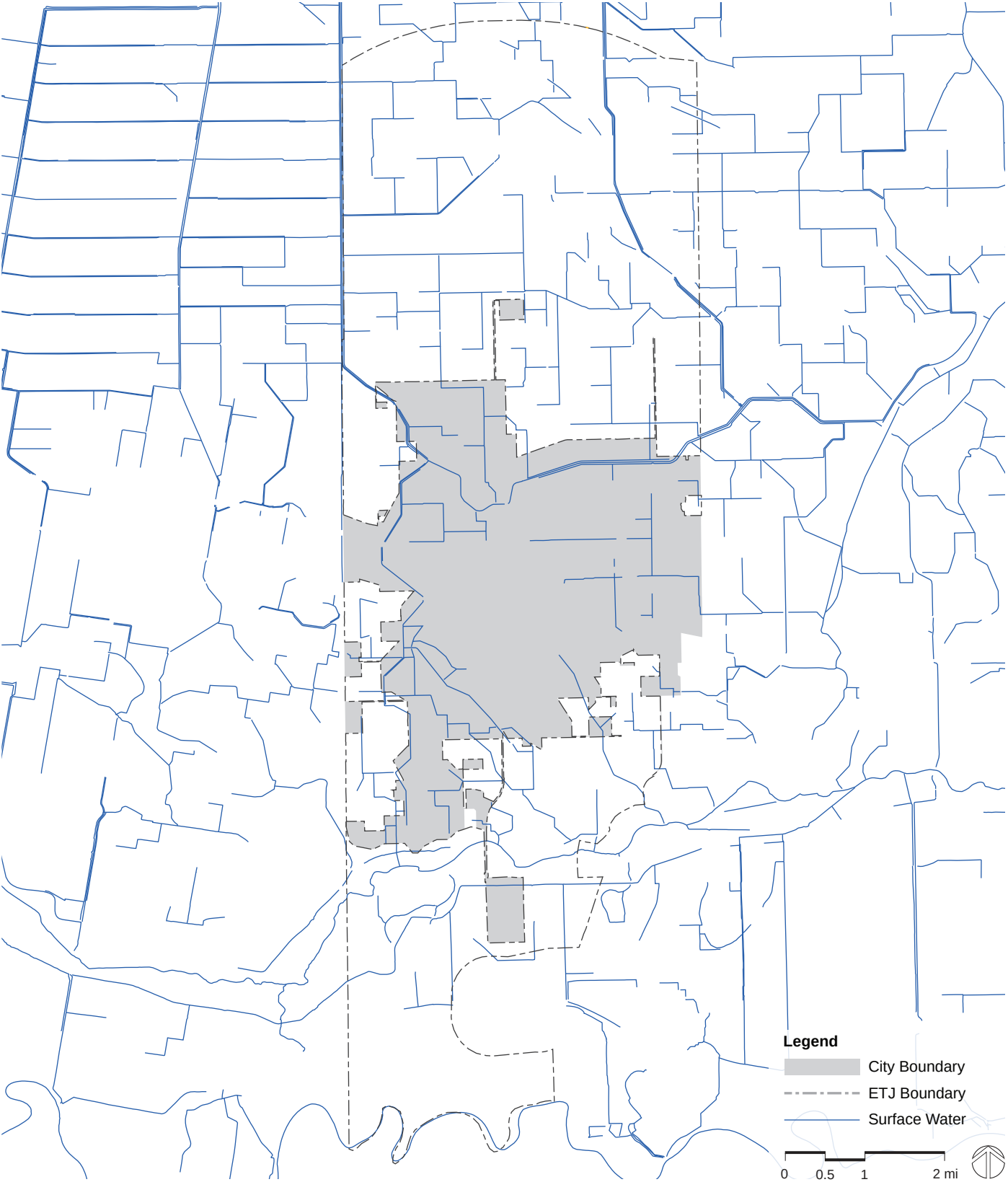


Figure 2.4 | Drainage Ditches and Irrigation Canals

Existing Sanitary Sewer Lines

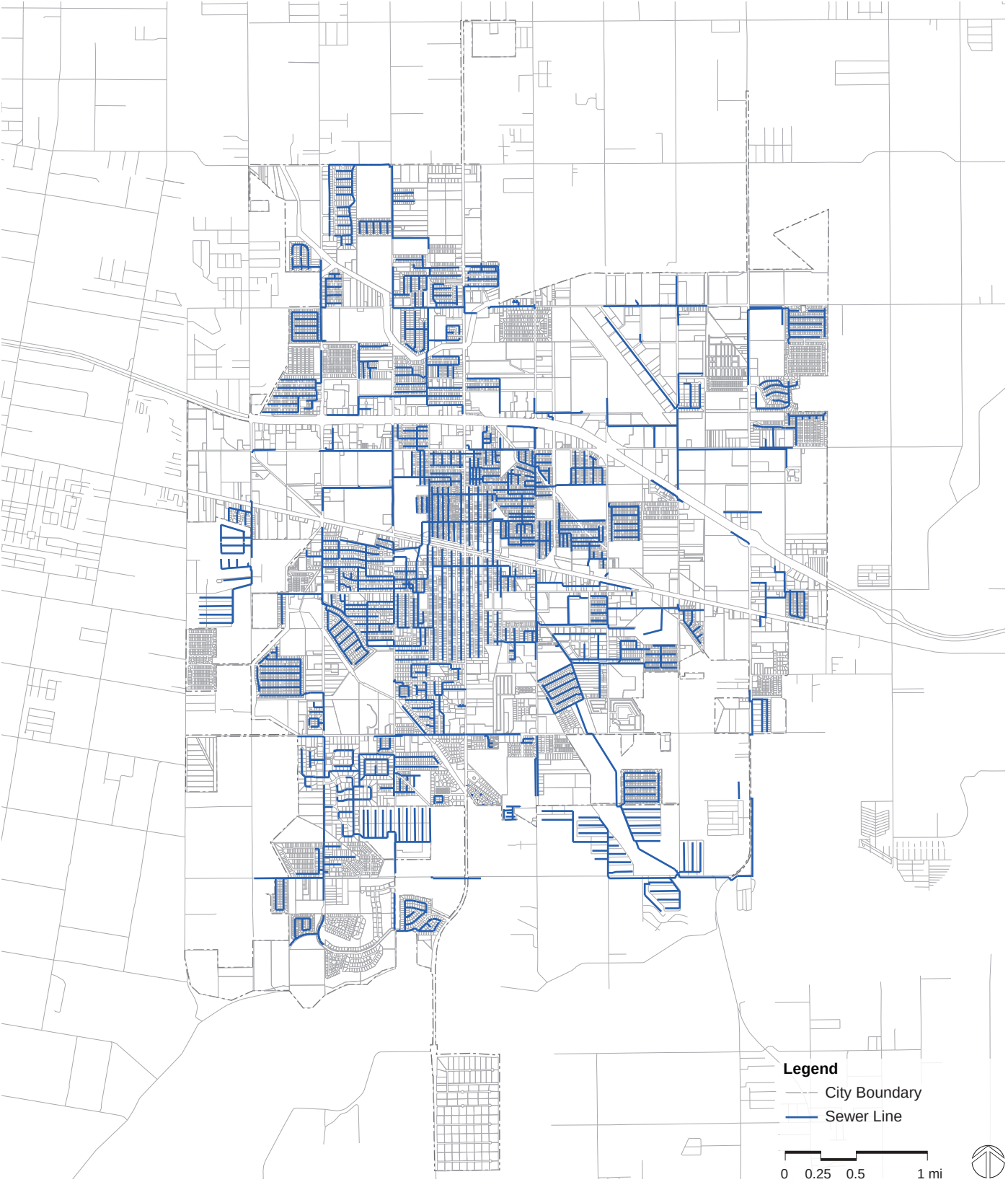


Figure 2.5 | Existing Sanitary Sewer Lines

Existing Storm Sewer Lines

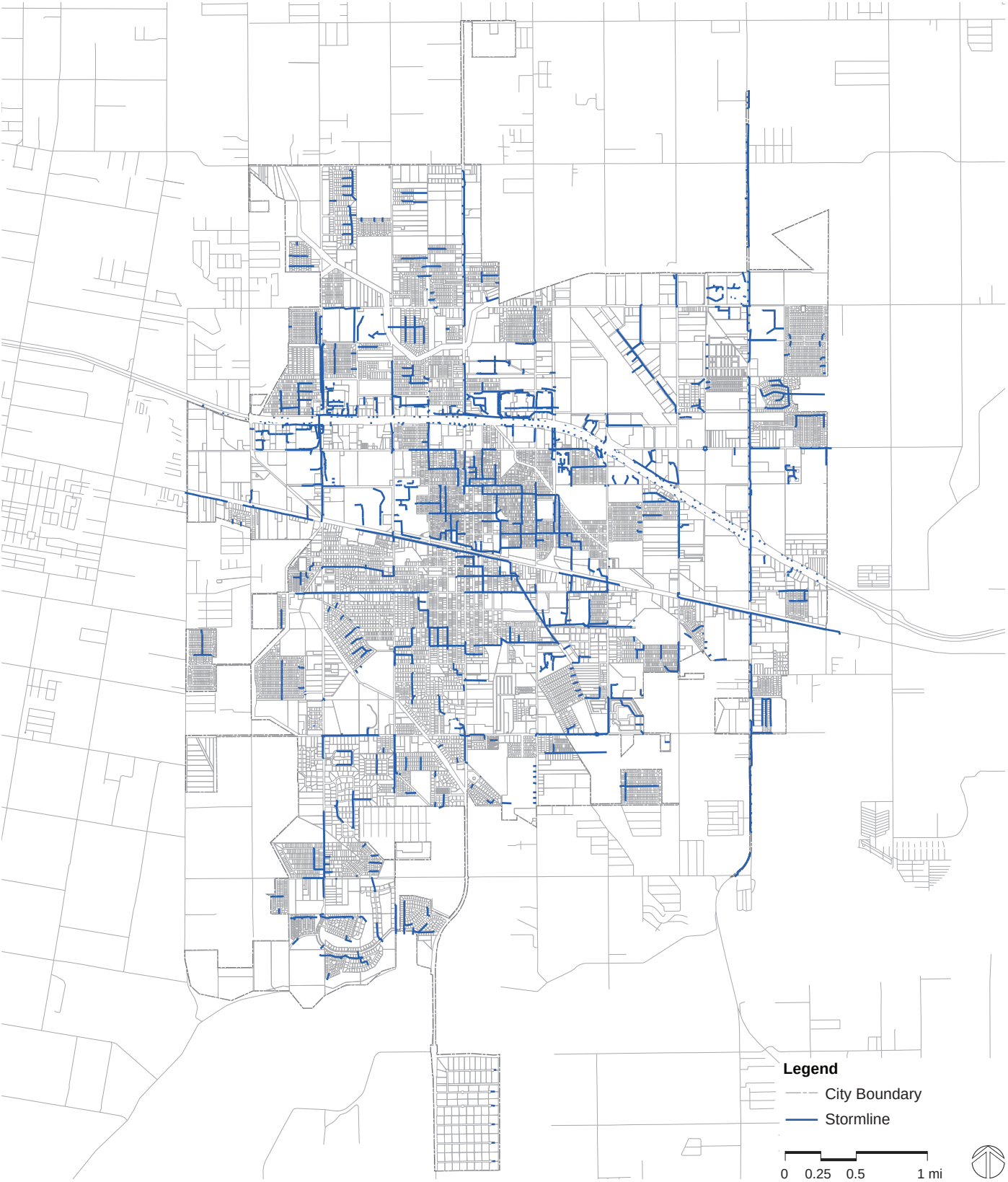


Figure 2.6 | Existing Storm Sewer Lines

Existing Water Lines

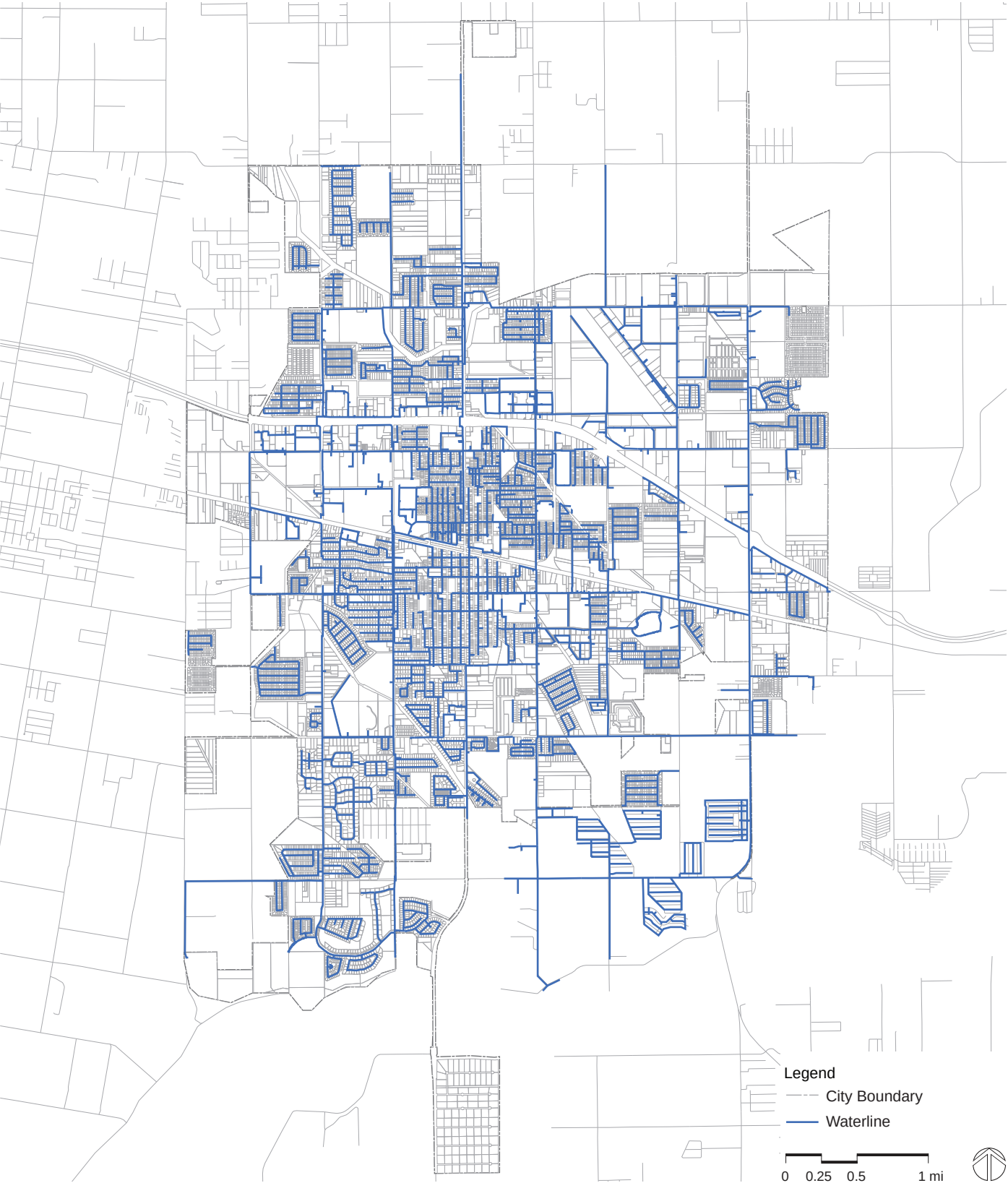


Figure 2.7 | Existing Water Lines

Existing Land Use Map

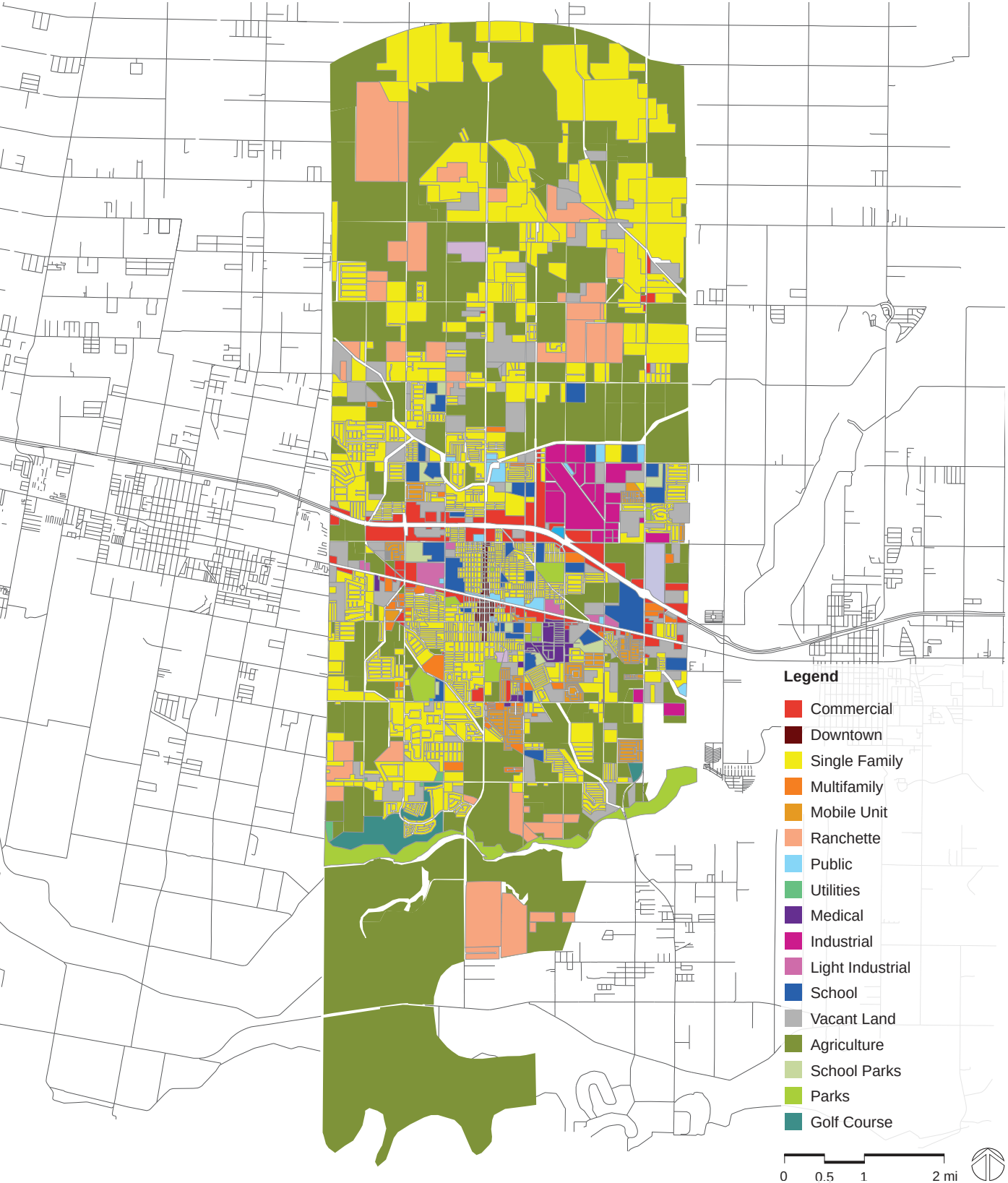


Figure 2.8 | Existing Land Use Map

Existing Zone Map

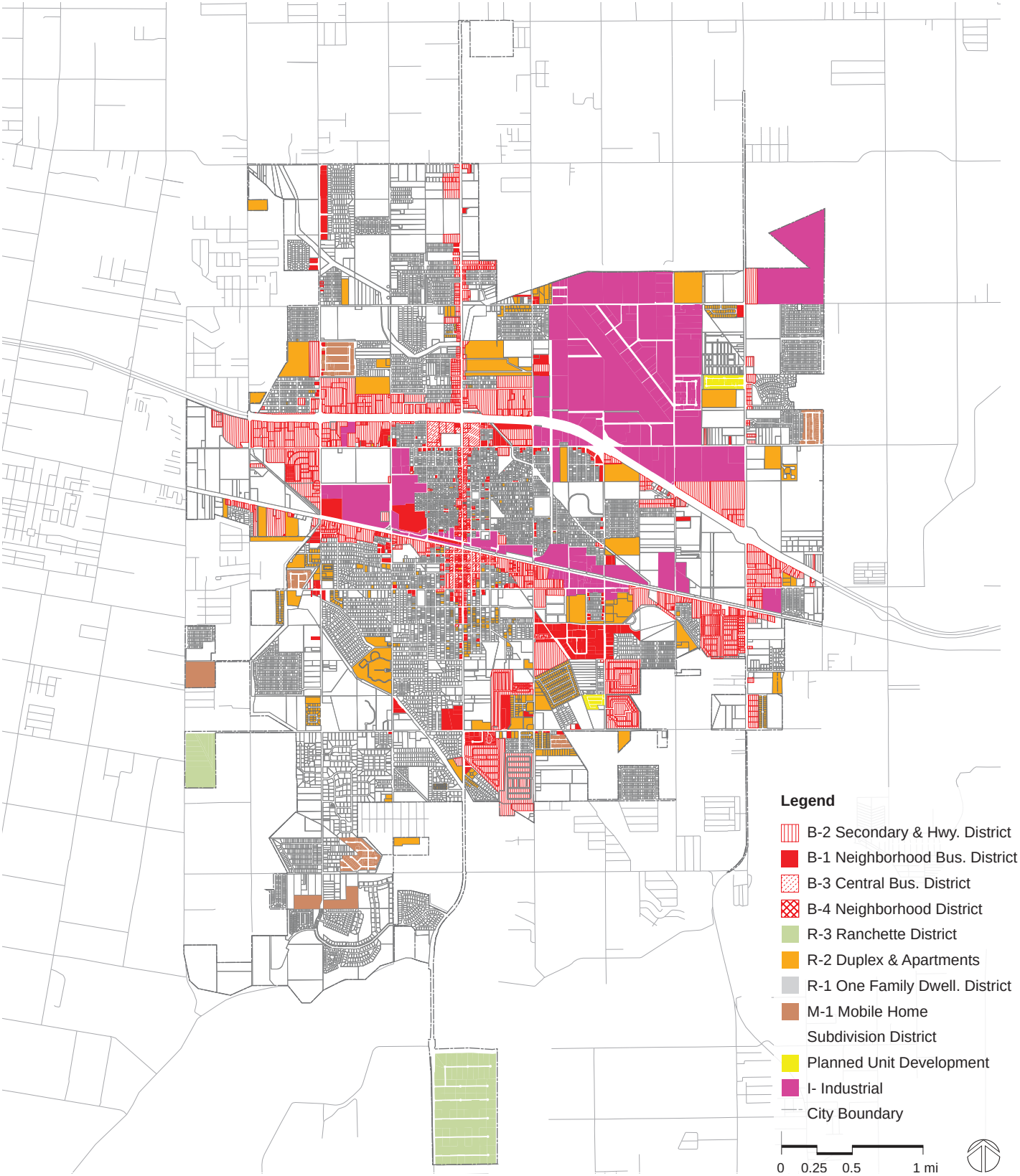


Figure 2.9 | Existing Zone Map

Undeveloped Land



Figure 2.10 | Undeveloped Land

03 Existing Downtown Conditions

Downtown in a Regional Context

The City of Weslaco’s location along Interstate 2—an east-west thoroughfare that connects the Lower Rio Grande Valley from McCallen and Harlingen—positions Weslaco at the center of regional markets. Similarly, Weslaco’s location along S. International Blvd.—a north-south arterial that connects with Mexico via the Progreso International Bridge—allows the community access to international markets. Downtown Weslaco is therefore positioned at the nexus of two extensive trade networks. The Downtown, which lies at the historical center of the community, is bordered by Pike Blvd. to the north, 6th St. to the south, Border Ave. to the west, and Bridge Ave. to the east. The central business district is centered on Texas Blvd., bound by Missouri Ave. to the west and Kansas Ave. to the east. Downtown Weslaco’s position within the Lower Rio Grande Valley and proximity to Mexico continues to provide tremendous economic opportunity for the community. It also provides important clues about the best way to grow the downtown economy.

2021 Opportunity Gap or Surplus (-)	
Surplus by Retail Type	
(-) \$ 121 m	Vehicles/Parts Dealers
(-) \$ 58 m	Food/Beverage
(-) \$ 58 m	Healthcare/Personal Care
(-) \$ 28 m	Building/Garden Supplies
Total Retail Surplus	
\$ 483 m	Gap
(-) \$ 832 m	Surplus
(-) \$ 349 m	Total Surplus

Source: SBDC.net | 2021 Claritas, LLC

The impact of Weslaco's place within Lower Rio Grande Valley is revealed in the gap analysis, a metric that measures the alignment between market supply and market demand across various retail sectors. The data reveals a significant retail surplus in Weslaco, meaning that local businesses are selling a lot more goods than the local market capacity suggests is possible. These numbers align with the larger geographic and economic dynamic: many of Weslaco's largest retailers are nationally-owned big box outlets located along Interstate 2. These businesses are serving a regional market that

stretches well beyond Weslaco. This scenario provides a number of advantages to local consumers, who enjoy a range of shopping options, outstripping what might be expected in a community of Weslaco's size.

This scenario may be more complicated for Downtown retailers. Simply put, many of the businesses along Texas Blvd., especially the locally-owned ones, cannot compete head-to-head with the many national chains and big boxes. This is true across a variety of metrics including price, inventory, parking, and business hours. The gap analysis emphasizes that, rather than lament these structural disadvantages, Downtown retailers can seize the opportunity to distinguish themselves from the big box outlets along Interstate 2.

Downtown’s Physical and Cultural Heritage

So what is it that Downtown businesses have to offer that the national chains do not? The most obvious answer is the unique experience of being downtown, a place that is home to much of the community’s unique physical and cultural heritage. This heritage comes in many forms. Sometimes it is cultural, living in myths, memories, rituals, and traditions. Other times it is physical, residing in buildings, streets, and even trees and plants. Physical heritage is typically very powerful because it is something that residents and visitors experience directly with their bodies through their sense of vision, hearing, touch, and smell. The Texas Historical Commission (THC) has designated seventeen historical markers in Weslaco which recognize “...the history and architecture of houses, commercial and public buildings, religious congregations, and military sites; events that changed the course of local and state history; and individuals who have made lasting contributions to our state, community organizations, and businesses (Texas Historical Commission, 2020).” Hidalgo County has a similar list with nineteen historical markers (Hidalgo County Texas, “Historical Marker Locations”). While Weslaco does not contain a Historic District on the National Register of Historic Places, it does possess one building on the National Register of Historic Places, the Cortez Hotel.

In Weslaco, so much of the community's physical and cultural heritage lives along Texas Blvd., the community's “main street.” This street is home to many of the community’s cultural anchors including the Weslaco Water Tower, Tower Theater, Villa de Cortez, San Martin de Porres, Weslaco Museum, First Baptist Church, First Methodist Church, and Mayor Joe Sanchez Public

Opportunity Gap by Retail Store Types

	2021 Demand (\$)	2021 Supply (\$)	Opportunity Gap/Surplus (\$)
Totals			
Total retail trade including food and drink (NAICS 44, 45 and 722)	483,281,889	832,271,282	-348,989,393
Total retail trade (NAICS 44 and 45)	433,642,252	743,059,931	-309,417,679
Motor Vehicle and Parts Dealers			
Motor vehicle and parts dealers (NAICS 441)	101,759,071	223,043,625	-121,284,554
Automobile dealers (NAICS 4411)	87,650,341	197,535,927	-109,885,586
New car dealers (NAICS 44111)	78,593,845	197,474,597	-118,880,751
Used car dealers (NAICS 44112)	9,056,496	61,330	8,965,166
Other motor vehicle dealers (NAICS 4412)	6,753,447	8,276,882	-1,523,435
Recreational vehicle dealers (NAICS 44121)	2,397,014	3,769,055	-1,372,041
Motorcycle, boat, and other motor vehicle dealers (NAICS 44122)	4,356,433	4,507,827	-151,394
Boat dealers (NAICS 441222)	1,426,532	2,282,412	-855,879
Motorcycle, ATV, and all other motor vehicle dealers (NAICS 441228)	2,929,901	2,225,416	704,485
Automotive parts, accessories, and tire stores (NAICS 4413)	7,355,283	17,230,816	-9,875,533
Automotive parts and accessories stores (NAICS 44131)	4,651,227	16,403,413	-11,752,186
Tire dealers (NAICS 44132)	2,704,057	827,403	1,876,653
Furniture and Home Furnishings Stores			
Furniture and home furnishings stores (NAICS 442)	6,457,688	16,348,658	-9,890,970
Furniture stores (NAICS 4421)	3,821,095	10,451,005	-6,629,911
Home furnishings stores (NAICS 4422)	2,636,594	5,897,653	-3,261,060
Floor covering stores (NAICS 44221)	574,569	2,773,292	-2,198,723
Other home furnishings stores (NAICS 44229)	2,062,025	3,124,361	-1,062,337
Window treatment stores (NAICS 442291)	126,802	0	126,802
All other home furnishings stores (NAICS 442299)	1,935,222	3,124,361	-1,189,139
Electronics and Appliance Stores			
Electronics and appliance stores (NAICS 443)	6,007,045	10,864,840	-4,857,794
Household appliance stores (NAICS 443141)	1,268,254	612,060	656,194
Electronics stores (NAICS 443142)	4,738,792	10,252,780	-5,513,988
Building Material and Garden Equipment and Supplies Dealers			
Building material and garden equipment and supplies dealers (NAICS 444)	27,953,621	56,009,704	-28,056,084
Building material and supplies dealers (NAICS 4441)	24,751,054	53,961,624	-29,210,570
Home centers (NAICS 44411)	13,489,699	41,725,243	-28,235,544
Paint and wallpaper stores (NAICS 44412)	871,240	2,416,997	-1,545,758
Hardware stores (NAICS 44413)	2,175,379	2,683,375	-507,996
Other building material dealers (NAICS 44419)	8,214,737	7,136,009	1,078,728
Lawn and garden equipment and supplies stores (NAICS 4442)	3,202,566	2,048,080	1,154,486
Outdoor power equipment stores (NAICS 44421)	640,695	914,608	-273,914
Nursery, garden center, and farm supply stores (NAICS 44422)	2,561,872	1,133,472	1,428,400
Food and Beverage Stores			
Food and beverage stores (NAICS 445)	66,174,327	124,126,017	-57,951,690
Grocery stores (NAICS 4451)	60,719,624	117,723,050	-57,003,426
Supermarkets and other grocery (except convenience) stores (NAICS 44511)	58,121,006	108,484,901	-50,363,895
Convenience stores (NAICS 44512)	2,598,618	9,238,149	-6,639,531
Specialty food stores (NAICS 4452)	1,703,306	3,335,274	-1,631,968
Meat markets (NAICS 44521)	518,366	3,335,274	-2,816,907
Fish and seafood markets (NAICS 44522)	202,517	0	202,517
Fruit and vegetable markets (NAICS 44523)	352,120	0	352,120
Other specialty food stores (NAICS 44529)	630,302	0	630,302
Baked goods stores and confectionery and nut stores (NAICS 445291 + 445292)	335,191	0	335,191
All other specialty food stores (NAICS 445299)	295,110	0	295,110
Beer, wine, and liquor stores (NAICS 4453)	3,751,397	3,067,693	683,704
Health and Personal Care Stores			
Health and personal care stores (NAICS 446)	28,632,788	74,346,277	-45,713,489
Pharmacies and drug stores (NAICS 44611)	24,557,243	72,226,869	-47,669,626
Cosmetics, beauty supplies, and perfume stores (NAICS 44612)	1,861,251	1,282,266	578,985
Optical goods stores (NAICS 44613)	742,005	0	742,005
Other health and personal care stores (NAICS 44619)	1,472,289	837,142	635,147
Food (health) supplement stores (NAICS 446191)	518,612	455,112	63,500
All other health and personal care stores (NAICS 446199)	953,677	382,030	571,647
Gasoline Stations			
Gasoline stations (NAICS 447)	44,206,129	40,738,758	3,467,371

Source: SBDC.net | 2021 Claritas, LLC

Library. Texas Blvd. is also the site for multiple parades and festivals including the Santa Dash, Christmas Parade, Birthday Parade, Zombie Walk, and the Alfresco Festival.

For all of these reasons, a successful economic strategy for Downtown must begin by identifying, investing in, and leveraging the community's unique physical and cultural heritage. By doing so, Weslaco can elevate the experience of everyone who uses Downtown. The goal

should be to make Downtown an unforgettable place that people want to work, shop, live, and play.

Opportunities and Constraints

One of Downtown's greatest assets is its physical infrastructure, which includes a relatively intact street grid and building fabric (Figure 3.2). Texas Blvd. features fifteen continuous blocks of virtually uninterrupted storefronts on both sides of the street, with adjacent

Opportunity Gap by Retail Store Types

	2021 Demand (\$)	2021 Supply (\$)	Oppurtunity Gap/Surplus (\$)
Clothing and Clothing Accessories Stores			
Clothing and clothing accessories stores (NAICS 448)	14,876,162	30,530,105	-15,653,943
Clothing stores (NAICS 4481)	10,472,183	25,300,812	-14,828,629
Men's clothing stores (NAICS 44811)	410,639	2,046,075	-1,635,436
Women's clothing stores (NAICS 44812)	2,020,567	5,731,180	-3,710,613
Children's and infants' clothing stores (NAICS 44813)	395,403	1,812,228	-1,416,825
Family clothing stores (NAICS 44814)	6,412,280	12,335,117	-5,922,836
Clothing accessories stores (NAICS 44815)	404,375	1,580,553	-1,176,178
Other clothing stores (NAICS 44819)	828,918	1,795,659	-966,741
Shoe stores (NAICS 4482)	2,561,119	3,944,383	-1,383,264
Jewelry, luggage, and leather goods stores (NAICS 4483)	1,842,860	1,284,910	557,950
Jewelry stores (NAICS 44831)	1,620,184	551,045	1,069,139
Luggage and leather goods stores (NAICS 44832)	222,676	733,865	-511,189
Sporting Goods, Hobby, Musical Instrument, and Book Stores			
Sporting goods, hobby, musical instrument, and book stores (NAICS 451)	4,953,913	9,824,535	-4,870,622
Sporting goods, hobby, and musical instrument stores (NAICS 4511)	4,475,471	9,492,867	-5,017,396
Sporting goods stores (NAICS 45111)	2,886,729	9,317,310	-6,430,581
Hobby, toy, and game stores (NAICS 45112)	969,277	175,557	793,720
Sewing, needlework, and piece goods stores (NAICS 45113)	235,961	0	235,961
Musical instrument and supplies stores (NAICS 45114)	383,504	0	383,504
Book stores and news dealers (NAICS 4512)	478,442	331,669	146,774
Book stores (NAICS 45121)	449,948	331,669	118,280
News dealers and newsstands (NAICS 451212)	28,494	0	28,494
General Merchandise Stores			
General merchandise stores (NAICS 452)	58,792,734	132,978,179	-74,185,445
Department stores (NAICS 4522)	3,960,003	8,686,156	-4,726,153
Other general merchandise stores (NAICS 4523)	54,832,730	124,292,022	-69,459,292
Warehouse clubs and supercenters (NAICS 452311)	49,241,164	112,205,699	-62,964,535
All other general merchandise stores (NAICS 452319)	5,591,567	12,086,324	-6,494,757
Miscellaneous Store Retailers			
Miscellaneous store retailers (NAICS 453)	8,603,131	16,046,684	-7,443,553
Florists (NAICS 4531)	352,303	0	352,303
Office supplies, stationery, and gift stores (NAICS 4532)	1,788,879	8,445,550	-6,656,670
Office supplies and stationery stores (NAICS 45321)	667,316	2,547,730	-1,880,414
Gift, novelty, and souvenir stores (NAICS 45322)	1,121,563	5,897,820	-4,776,256
Used merchandise stores (NAICS 4533)	1,209,291	4,017,773	-2,808,482
Other miscellaneous store retailers (NAICS 4539)	5,252,658	3,583,362	1,669,296
Pet and pet supplies stores (NAICS 45391)	1,391,711	519,939	871,772
Art dealers (NAICS 45392)	701,438	0	701,438
Manufactured (mobile) home dealers (NAICS 45393)	460,296	428,300	31,996
All other miscellaneous store retailers (NAICS 45399)	2,699,213	2,635,122	64,090
Tobacco stores (NAICS 453991)	1,104,972	913,361	191,611
All other miscellaneous store retailers (except tobacco stores) (NAICS 453998)	1,594,241	1,721,761	-127,520
Non-store Retailers			
Non-store retailers (NAICS 454)	65,225,643	8,202,548	57,023,095
Electronic shopping and mail-order houses (NAICS 4541)	61,058,074	2,466,691	58,591,383
Vending machine operators (NAICS 4542)	584,879	691,488	-106,610
Direct selling establishments (NAICS 4543)	3,582,691	5,044,369	-1,461,678
Fuel dealers (NAICS 45431)	1,743,450	2,394,597	-651,147
Other direct selling establishments (NAICS 45439)	1,839,241	2,649,772	-810,531
Food Services and Drinking Places			
Food services and drinking places (NAICS 722)	49,639,637	89,211,351	-39,571,715
Special food services (NAICS 7223)	3,458,544	0	3,458,544
Food service contractors (NAICS 72231)	2,718,524	0	2,718,524
Caterers (NAICS 72232)	667,918	0	667,918
Mobile food services (NAICS 72233)	72,103	0	72,103
Drinking places (alcoholic beverages) (NAICS 7224)	1,381,223	189,593	1,191,630
Restaurants and other eating places (NAICS 7225)	44,799,869	89,021,758	-44,221,889
Full-service restaurants (NAICS 722511)	21,392,216	19,965,121	1,427,095
Limited-service restaurants (NAICS 722513)	19,845,381	67,798,341	-47,952,960
Cafeterias, grill buffets, and buffets (NAICS 722514)	505,149	522,802	-17,653
Snack and non-alcoholic beverage bars (NAICS 722515)	3,057,124	735,493	2,321,630

Source: SBDC.net | 2021 Claritas, LLC

neighborhoods to the east and west. Downtown also enjoys excellent access from the north via Interstate 2 and the south via Business Highway 83. Texas Blvd. is flanked to the east by Missouri Ave. and to the west by Kansas Ave. Both provide mixed-use programs—with homes and businesses—providing excellent spillover for commercial activity that doesn’t fit on Texas Blvd.

An enviable number of institutional and cultural anchors call Downtown home including South Texas College,

South Texas College, Weslaco City Hall, and UTRGV Center for Innovation and Commercialization. H-E-B anchors the commercial economy on the north edge near Interstate 2, drawing people Downtown from across the City. The Downtown area also benefits from significant infrastructural assets including La Plazita Park, structured parking at S. Missouri Ave. and W. 3rd St., and fifteen blocks of continuous palm trees, which lend a strong spatial character to the area. Downtown Weslaco is fortunate to have such a strong infrastructural and



Image 3.1 | UTRGV Center for Commercialization and Innovation | CURPR

cultural framework for growth. Many communities do not.

Still, as Downtown grows, it must address several key constraints. One of the most challenging is the relatively small-scale of lots and buildings both along Texas Blvd. and in adjacent residential areas. Most of these buildings are single-story, which makes it impossible to add housing or office programs to upper floors. Where second floors do exist, they are often vacant or used as storage. Downtown also suffers from a lack of developable land. In one way, this is a credit to the relative strength of the economy. Still, it makes it challenging to add significant new programs that would help grow the economy, such as a new conference center and hotel. Business 83 also disrupts the pedestrian continuity of Texas Blvd., in effect separating it into two halves: a business district to the north and an historic district to the south. This situation is made worse by the presence of a railroad on the north side of Business 83.

Downtown Land Use

Downtown's retail district is centered on Texas Blvd. and bordered by Missouri Ave. to the west and Kansas Ave. to the east. It offers specialty shopping, private services,

offices, churches, library, dining and government offices. The eclectic mix of retail, commercial, and office uses has created a central business district without a clear programmatic focus. Data from the 2016 Comprehensive Plan suggests that downtown land use is occupied by 29% retail, 29% residential, and 22% office (Gonzalez De La Garza, 2016, 46). Collectively, the Downtown program would benefit from greater continuity, clearer branding, and more complementary uses. For example, office workers and theater-goers support restaurants, just as event spaces support caterers and florists.

Downtown residents, visitors, and workers enjoy multiple parking options: Texas Blvd., Missouri Ave., and Kansas Ave. offer on-street parking, while many of the stores provide surface parking lots that are accessible via alley. Downtown does offer one structured parking garage at S. Missouri Ave. and W. 3rd St. Data from the 2016 Comprehensive Plan suggests that the area is lacking 900 parking stalls (Gonzalez De La Garza, 2016, 47). Still, parking counts in U.S. downtown areas rarely fulfill standard ratios. Also, significant spillover parking is available in neighborhoods west of Missouri Ave. and east of Kansas Ave. In this regard, the parking situation in Downtown Weslaco is typical of similar downtown areas.

Existing Downtown Financial Incentives

Local leaders at the City of Weslaco, Weslaco Area Chamber of Commerce, and Weslaco Economic Development Corporation have successfully implemented several programs to regenerate Downtown. These include the following:

Weslaco 100 Policy. The Weslaco 100 Policy supports “... a viable and attractive CBD for retail, commercial, office and loft apartments by focusing resources on a block-by-block strategy (Weslaco Economic Development Corporation of Weslaco).” The program, which has supported approximately twenty grantees to-date, has two components:

The Renewal Block-by-Block program covers the area along Texas Blvd. from Pike St. to 12th St. and the area along Missouri Ave. and Kansas Ave. from 1st St. to 6th St. The program provides financial incentives for public parking, building code improvements, property acquisition, business recruitment, public realm improvements, a Downtown merchant's association, a Downtown manager, and public programming.

Physical Resources and Cultural Resources

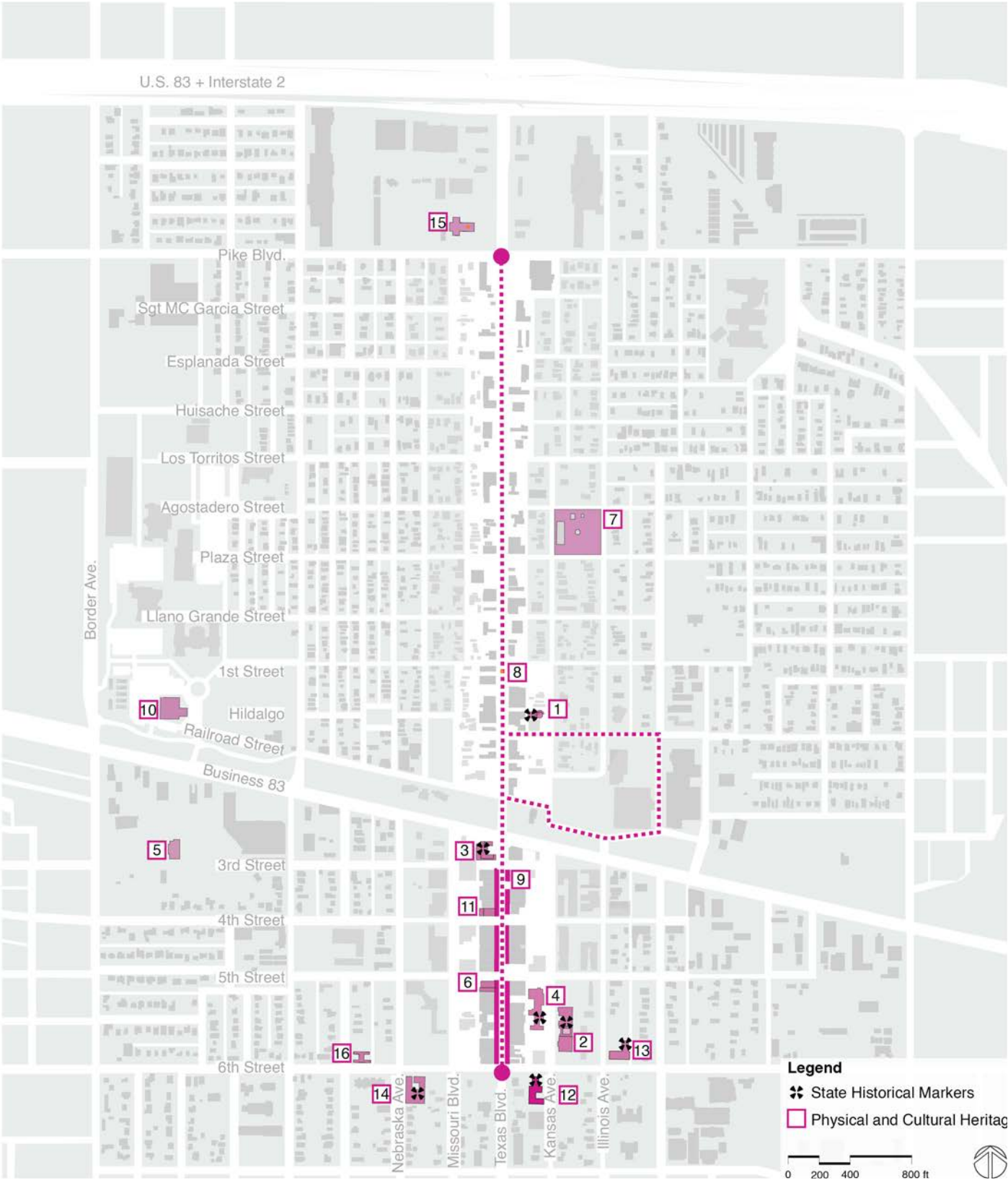


Figure 3.1 | Physical Resources and Cultural Resources



1 Weslaco Water Tower + Tower Theater
This W.P.A. project was completed in 1941. The old ground level water reservoir, built in 1928, now hosts an active theater company.



3 Villa de Cortez
Spanish colonial revival design opened in 1928. The building was restored and reopened in 1999. Today it hosts a restaurant, barbershop, jeweler, office spaces, and ballroom.



5 Valley Nature Center
Located on the east side of Gibson park, the Valley Nature Center is a 6 acre nature preserve. The center hosts a diverse habitat for both local and migratory wildlife.



7 La Plazita Park
Weslaco's downtown park provides a traditional Mexican/ Hispanic style urban plaza and garden. The park has canopies, seating, a pavilion, a playground, and a basketball court.



9 Continuous Historic Storefronts
Historic Downtown is anchored by blocks of continuous building fabric along Texas Blvd., south of Bus. 83. The storefronts are a critical part of Weslaco's historic cultural and physical identity.



11 Guaranty State Bank
Established in 1920, this historic building was one of the first institutions in Weslaco. Today it provides a physical anchor for Downtown Weslaco.



13 First Methodist Church
Built in 1958, this structure replaced an original 1925 building. It houses one of the first four denominations in Weslaco.



15 San Martin De Porres
Built in 1966, this Catholic church provides a cultural anchor for the northern side of downtown.



2 Mayor Joe V Sanchez Public Library
The Library was built in 1948 as part of the Civic Center Complex. Named for Weslaco's mayor who served from 1975 to 1981 and 2001 to 2007.



4 Fire Station
Site of Historic Weslaco City Hall. The Spanish Colonial style building, designed by architect R. Newell Waters in 1928, now houses the Fire Department and Emergency Medical Team.



6 Weslaco Museum
The Museum, founded in the 1960s and chartered in 1971, collects and exhibits physical and cultural artifacts that describe the history and traditions of Weslaco, Texas.



8 Weslaco Parades & Festivals
Texas Blvd. anchors major Weslaco parades and festivals including the Santa Dash, Christmas Parade, Birthday Parade, Zombie Walk, and Alfresco Festival.



10 Texsun Citrus Exchange Plant
Now the South Texas South Texas College, this site served as the Texsun Citrus Exchange Plant until 1991. The citrus industry was critical to the regional economy during the twentieth century.



12 First Baptist Church
First Baptist Church was founded in 1921, two years after Weslaco was established. Today the Church helps anchor the southern edge of Downtown.



14 First Christian Church
Organized in 1921, First Christian Church is one of four original denominations in Weslaco.



16 Church of the Nazarene
Founded in 1938, today the Church of Nazarene helps to anchor the southern edge of Downtown.

Opportunities and Constraints

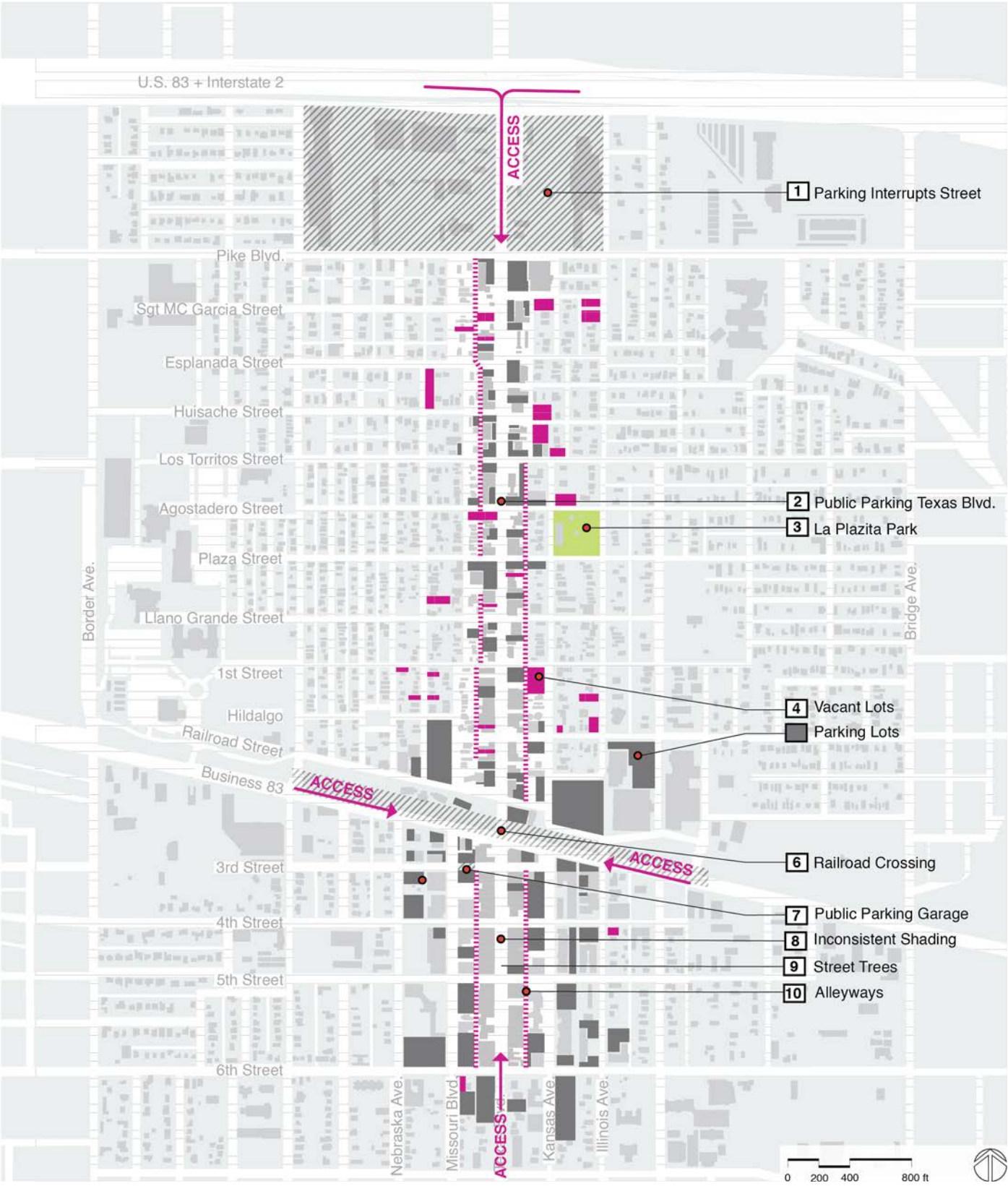


Figure 3.2 | Oppurtunities and Constraints



1 Parking Interrupts Street
The large surface parking lots north of Pike Street disrupt the historic block patterns of Weslaco making walk-ability uncomfortable.



2 Parking Along Texas Blvd.
The parking along Texas Blvd. is easily accessible for drivers to be in and out of a store quickly.



3 La Plazita Park
Weslaco's downtown city park is a critical cornerstone for downtown. The park use to be a place where people would gather and listen to music.



4 Vacant Lots
There are still many vacant lots sprinkled around the downtown district of Weslaco. This land is full of potential and growth.



5 Access
There are four main accesses into downtown Weslaco. These access can be celebrated. People should know when they are entering and leaving the downtown district.



6 Railroad Crossing
The railroad crossing acts as an interruption in downtown experience. This causes a disruption in walk-ability.



7 Public Parking Garage
Weslaco's public parking garage is more or less centralized within downtown allowing people to park their vehicles and access downtown easily.



8 Inconsistent Shading
Along Texas Blvd. building awnings are inconsistent and do not provide a comfortable shaded path along the street.



9 Street Trees
Weslaco's palm trees add a unique touch to Texas Blvd. by helping beautify the walking experience of the historic street.



10 Alleyway
The alleyways behind historic downtown are full of potential. Parades or festivals can expand into these

The Façade Renovation and Improvements Policy covers a larger area along Texas Blvd. from Sugar Cane Dr. to 12th St., along Business 83 from Westgate Dr. to Airport Dr., along South Kansas Ave. and South Missouri Ave. from 1st to 8th St., and all commercial properties on cross streets from 8th St. to Pike Blvd. The program provides financial incentives (\$5,000 per lot or 50% match up to \$15,000) for façade improvements. The program requires compatibility with the color and design of the Historic City Hall/Fire Station on Fourth St. and Kansas Ave.

Hidalgo County incentives. A number of economic incentives exist at the County level, including Tax Increment Reinvestment Zones, which promote growth by helping pay for infrastructure redevelopment costs in

areas that might not otherwise attract sufficient market interest. The County also offers tax abatements, which forgives property taxes for investments that generate jobs and positive economic growth (Hidalgo County).

2017 Tax Cuts and Jobs Act Opportunity Zone Program. Opportunity Zones incentivize private investment in distressed communities. This 2017 Federal program created 23 Opportunity Zones in Hidalgo County, including two in Weslaco, and one that covers the west side of Downtown between S. Texas Blvd. and N. Milanos Rd. This program allows investors to defer, reduce, and even eliminate capital gains taxes on investments (Weslaco Economic Development Corporation).

Large Vacant Downtown Parcels

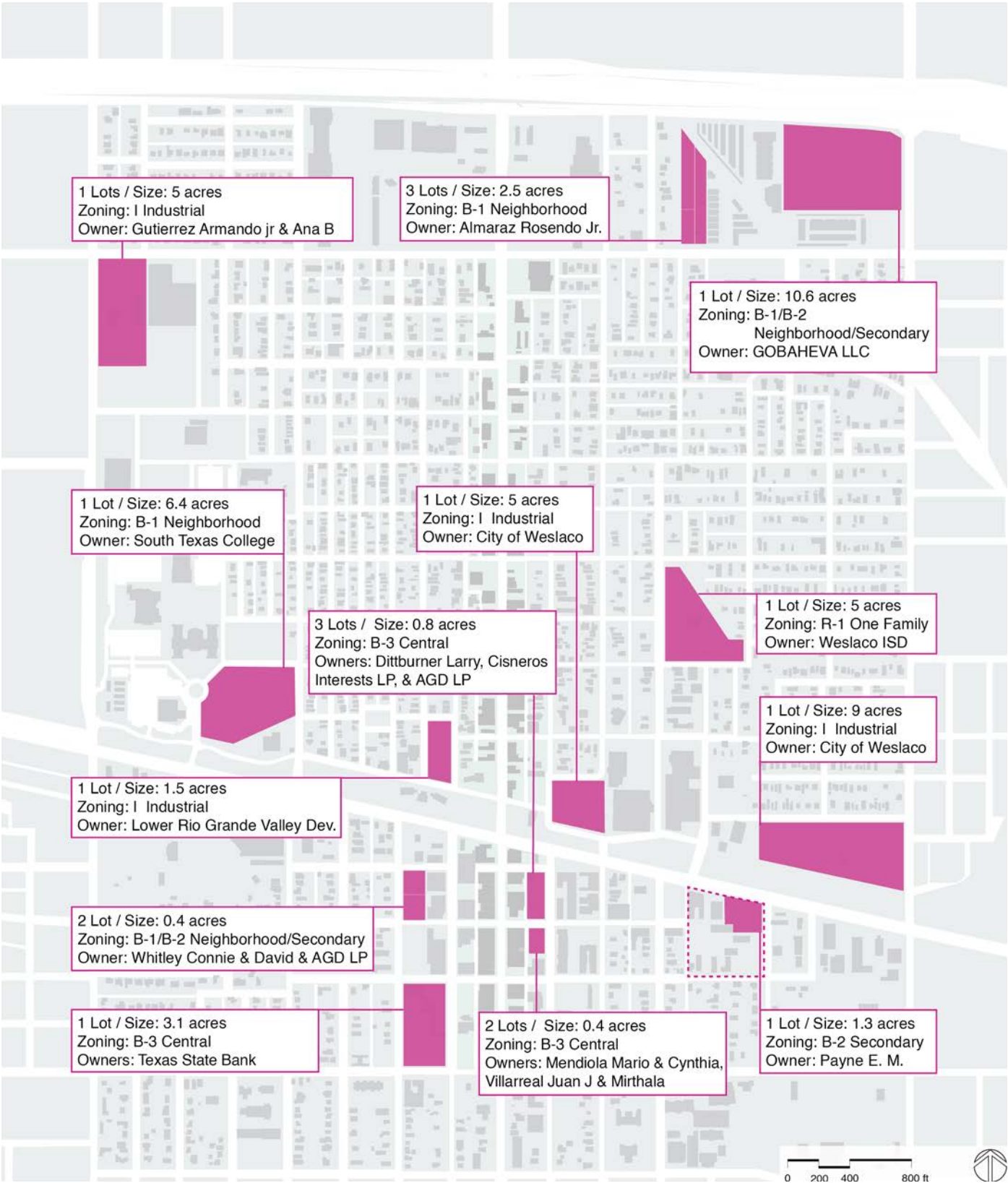


Figure 3.3 | Large Vacant Downtown Parcels

Downtown Land Use



Figure 3.4 | Downtown Land Use

The City of Weslaco maintains six municipal parks (Figure 4.1). All, except Judge Gilbert Garza Park, are located in the central area, broadly defined as the area south of Interstate 2 and north of 18th St. One additional park—Pecan Grove Park—is located in the northeast quadrant of the city. It is operated by a neighborhood association, though it remains open for public use. These parks are generally well-used and provide a significant portion of Weslaco’s population with access to recreation activities.

Two of the parks, 88-acre Harlon Block Sports Complex and 43-acre Mayor Pablo Peña Park, operate at the metropolitan and regional scales, meaning that they cater to residents from across the city and adjacent communities. Both parks offer a variety of sports fields and multipurpose trail loops that serve runners, walkers, and bicyclists. Both parks have wide-open lawns with multipurpose capacity, playgrounds, picnic areas, park roads, and parking areas. A new urban scale park, Judge Gilbert Garza Park, provides residents with 47.5 acres of recreational space and has the capacity to cater to communities beyond Weslaco’s city limits.

Additional neighborhood-scale parks include the 4-acre Gibson Park, 19-acre Isaac Rodriguez Park, and 1.8-acre La Plazita Park, and the .4-acre Cavazos Park. These smaller parks offer significant opportunities for active recreation, i.e. basketball courts, playgrounds, softball/baseball/football fields.

Weslaco’s parks operate efficiently and are well-kept by City staff. The City manages the parks with standard maintenance protocols, which require a significant amount of mowing, trimming, planting, and watering. The parks offer little in the way of natural habitat, i.e. native vegetation and organic mass with the capacity to deliver high environmental performance and low maintenance. Stormwater is actively managed via drainage ditches and regional detention facilities (RDFs). While the ditches and RDFs are critical performative elements, they are not currently designed to support human activities like birdwatching or provide natural habitats for flora and fauna. Low Impact Development (LID) storm water strategies are generally absent from the parks.

Overall, Weslaco’s six parks offer just under 204 acres of recreational space. With a population of 40,160 people (U.S. Census 2020), this represents approximately 221 square feet of park space per

person. While this metric easily fulfills the minimum recommended amount of 97 square feet of accessible Urban Green Space (UGS), it falls below the World Health Organization’s recommendation of 538 square feet (Russo 2018).

General assessment of active and passive recreation opportunities:

- Existing parks in Weslaco are well-maintained and well-used, offering residents recreational opportunities throughout the central core of the city.
- Existing parks offer a narrow range of programs with a strong emphasis on active recreation, especially sports and children’s activities. Currently, there is very little opportunity to engage in passive recreation opportunities such as walking, hiking, or nature/bird/butterfly watching. This is related to the lack of natural habitats supported by the parks. This may be a missed opportunity in a region where nature, bird, and butterfly watching is a major tourist draw and revenue generator.
- Existing parks display extensive open lawn areas with insufficient tree canopy and little shade. While this design solution may add to the perception of safety for users, the lack of natural habitat increases required maintenance and reduces environmental performance.
- Existing parks lack the infrastructure to support additional community-building and revenue-producing programs, such as music concerts, theater plays, farmers markets, art and crafts fairs, or festivals such as ‘Dia de Muertos’ (Day of the Dead) events.

City Park Inventory	
Weslaco City Parks	Area (acres)
Harlon Block Sports Complex Park	88
Mayor Pablo G. Pena Park	43
Issac Rodriguez Park	19
Gibson Park	4
La Plazita Park	1.8
Cavazos Park	0.4
Judge Gilbert Garza Park	47.5
Total Area	203.7

Existing Park Network Classification

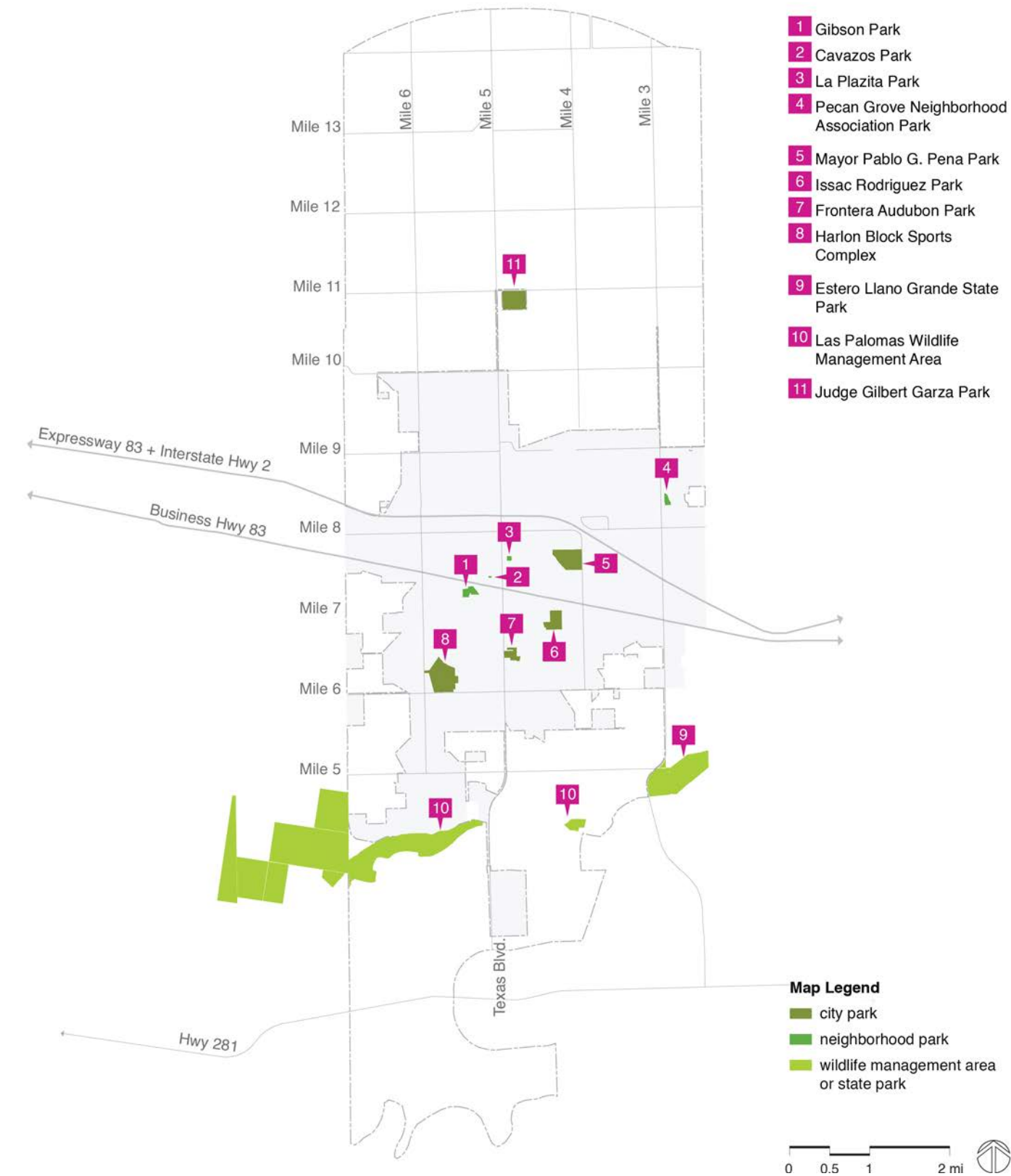


Figure 4.1 | Existing Park Network Classification

Regional/Urban Scale Parks

The Harlon Block Sports Complex Park is located on 1020 West 18th St. It functions as an active recreation park, providing two basketball courts, five playgrounds, two large multipurpose pavilions, eight small pavilions, four baseball fields, three multipurpose fields, a dog park, and a mile-long multipurpose trail loop. The park has two parking areas and two access roads connecting 18th St. to the parking areas. During the June 2021 community focus groups, Harlon Block Sports Complex emerged as the most popular regional/urban scale park in Weslaco.



Image 4.1 | Harlon Block Sports Complex | City of Weslaco

Mayor Pablo G. Peña Park is located on 300 N. Airport Dr. and has an area of 43 acres. Like Harlon Block Sports Complex, it also functions as an active recreation park, providing two basketball courts, nine tennis courts, three baseball/softball fields, four playgrounds, four large pavilions, five small pavilions, and several multipurpose fields which host four soccer fields and retain capacity for other programs. The park has a main access road from Mile 4 Rd. W. with parking areas and secondary neighborhood access from N. Utah Ave.

Judge Gilbert Garza Park is a new park located at Mile 11 North Rd. between Mile 5 Rd. W. and N 4 ½ Mile W. in the north area of Weslaco. The park has a walking/running perimeter trail of 1 mile in length, tennis courts, and other active recreation facilities.

Neighborhood Parks

Isaac Rodriguez Park is located on 1200 East 6th St.

and has an area of 18.75 acres. It is an active recreation park and includes one baseball field, one football/baseball field, a skatepark, several pavilions, and a parking area located to the north with access from E. 6th St.

Gibson Park is located on 301 South Border Ave. and has an area of four acres. It has three playground areas and a basketball court. This park is located adjacent to the Valley Nature Center, which balances active recreation with passive, nature-oriented recreation.



Image 4.2 | Gibson Park | City of Weslaco

La Plazita Park is located at 310 N. Kansas Ave. and has an area of two acres. It has a basketball court and a playground. It also has a central pavilion and two small pavilions. La Plazita Park is unique in Weslaco, offering an example of a traditional Mexican/Hispanic style urban plaza and garden. This traditional design features a multipurpose kiosk or pavilion at the center, with a diagonal pathway connecting the four corners of the park. The heritage design and popularity of this park make it an important civic element worthy of preservation.



Image 4.3 | La Plazita Park | City of Weslaco

Cavazos Park is located on 457 Hidalgo St. and is the smallest city park with 0.4 acres. It has a playground and a basketball court.

Weslaco also has two municipal pools: the Weslaco Gibson Pool located in Gibson Park and the Weslaco Service Center Pool in Isaac Rodriguez Park.

Nature Parks and Preserves

Weslaco contains two nature parks. The 15-acre Frontera Audubon Park, located on 1101 South Texas Blvd., provides an important destination for bird and butterfly watchers. Similarly, the 6-acre Nature Valley Center is located on 301 South Border Ave., adjacent to Gibson Park. Both parks charge an entrance fee.

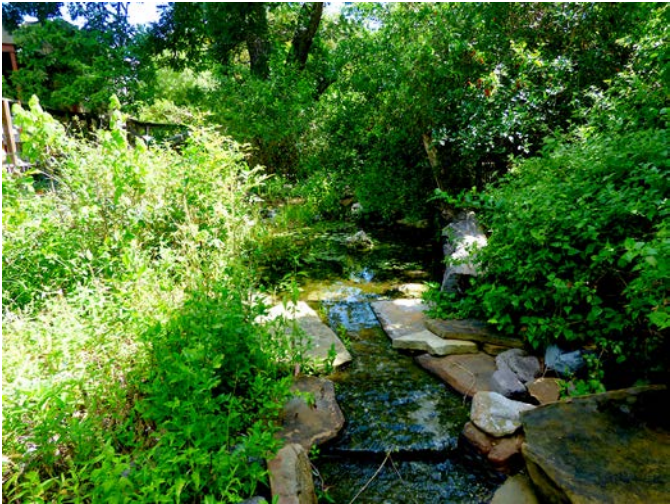


Image 4.4 | Frontera Audobon | Frontera Audobon Preserve CC 2.0

Additionally, the southern edge of Weslaco is adjacent to two nature preserves. The first preserve is the 230-acre Estero Llano Grande Texas State Park, located just southeast of the city limits at 154A Lakeview Drive. This park provides an important nature, bird, and butterfly watching destination for the entire Lower Rio Grande Valley. There is a fee to enter the park grounds and it doesn't offer active recreation infrastructure. The second preserve is composed of two large parcels within the Las Palomas Wildlife Management Area (WMA), which contains regenerated habitats and remains open to hunting, hiking, and wildlife viewing.



Image 4.5 | Estero Llano Grande State Park | Wikimedia

Spatial Coverage and Access to Parks

The City of Weslaco offers residents approximately 221 square feet of park space per person, which exceeds minimum recommended standards. When it comes to parks, however, access is just as important as quantity. Residents in central Weslaco—an area south of Interstate 2 and north of 18th St.—enjoy excellent access to recreation. All live within a 10-minute or half-mile walk of a city park or nature park (Figure 4.2). This is not the case, however, for residents who live north of Interstate 2. Here, residents lack immediate access to city parks, meaning that they must drive to parks elsewhere in the city. Several of the new subdivisions and apartment building complexes north of Interstate 2 compensate for this by offering residents private playgrounds and park areas. The new Judge Gilbert Garza Park alleviates this lack of spatial coverage, but remains detached from consolidated urban areas in north Weslaco, serving scattered subdivisions within the ETJ.

There are also gaps in spatial coverage of parks on the southern edge of the city, south of 18th St. While Estero Llano Grande Texas State Park is nearby—providing an important destination for bird watchers—it is not easily

Existing Park Network Spatial Coverage

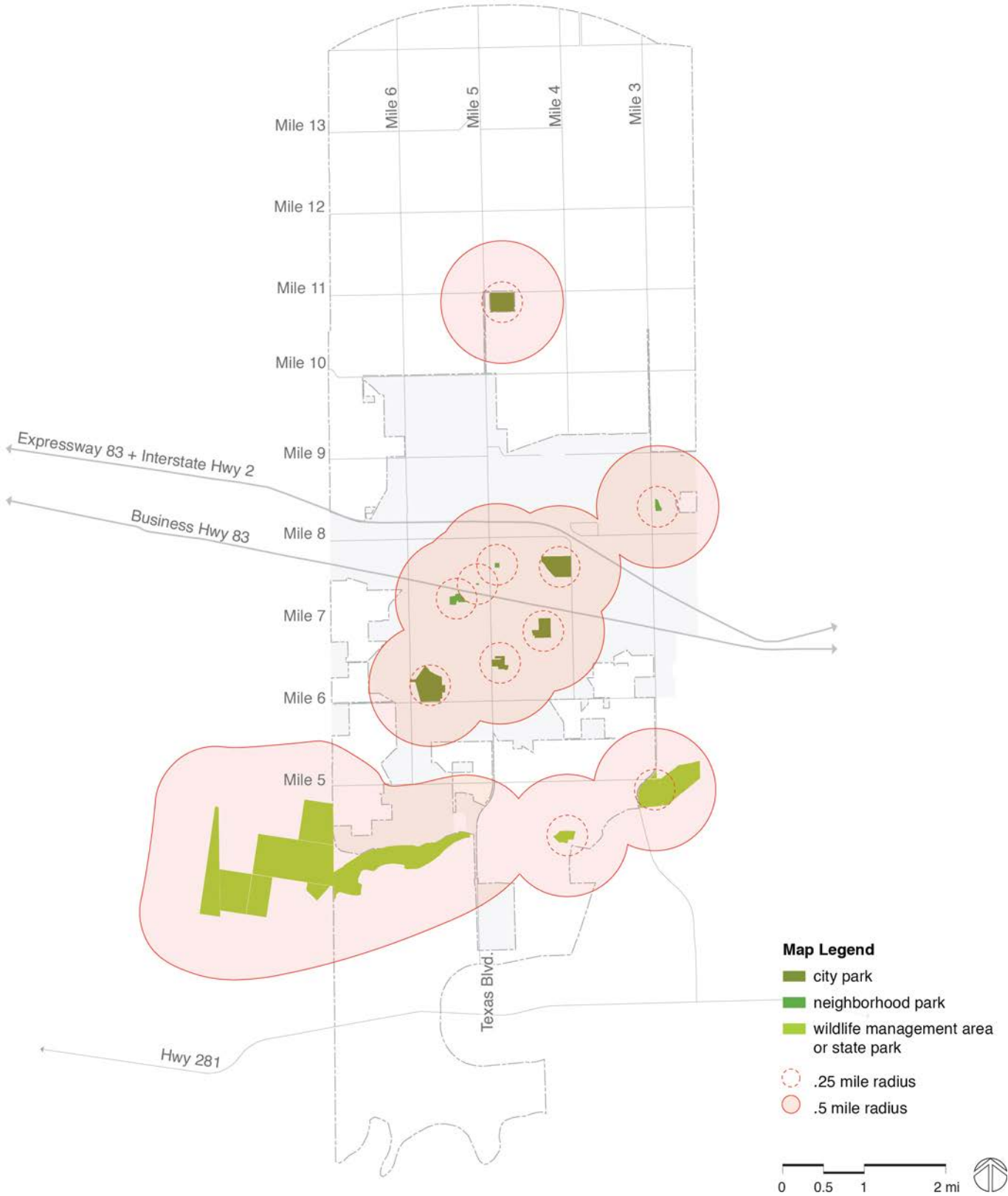


Figure 4.2 | Existing Park Network Spatial Coverage

accessible for neighborhood use space. The park requires a fee, and lacks city park amenities like sports fields and playgrounds for children. Meanwhile, the Las Palomas Wildlife Management Area is fundamentally a nature preserve, used by bird watchers and hunters, but with no public city park amenities. Outside of the nature preserves/parks, there is effectively no access and service for neighborhoods in the southern portion of the city. Many of the mobile home parks in the area do contain private, dedicated recreation areas on the grounds.

General assessment of spatial coverage and park access:

- The central portion of Weslaco provides excellent park coverage.
- The northern and southern areas of Weslaco provide inconsistent access to regional/urban and neighborhood parks.
- Existing parks are not integrated into an accessible network, which reduces overall access.

Pedestrian and Bicycle Access to Parks

Parks in the central portion of Weslaco are accessible for pedestrians. For residents who wish to ride their bikes, the streets do offer a number of unprotected bicycle lanes, which are not well-used by residents. A trail network and series of complete street retrofits offer the potential to connect parks at the metropolitan scale, creating a larger, integrated service network for residents.

General assessment of pedestrian and bicycle access:

- Weslaco has significant potential to create an integrated trail network system along existing irrigation canals and drainage ditches.
- The existing network of bicycle lanes is extensive, yet doesn't provide residents with comprehensive, protected access to city parks.
- Residents do not currently enjoy access to a multipurpose trail network.

Water Management Infrastructure in the City and Parks

Weslaco is located in a highly productive and rich agricultural river delta, which means that the city is surrounded by agricultural fields and water distribution

systems. These systems maintain agricultural activity and protect property against flooding. The most tangible and visible evidence of this is a network of irrigation canals and drainage ditches. This infrastructure occupies a significant share of space within the city limits and ETJ boundary. While the infrastructure is designed first for hydraulic efficiency—to conduct and redistribute water in order to prevent flooding—it has the potential to accomplish other goals, such as ecological regeneration and sustainability.

The City's Storm Water Improvement Plan provides for Multiple Regional Detention Facilities (RDFs) throughout Weslaco. Some are complete, while others remain in the planning phase. All are designed with the primary intent to detain a maximum capacity of water during storm events. While Weslaco's RDFs remain critically important to the health, safety, and welfare of the community, as currently designed the facilities present large-scale visual nuisances to the neighborhoods where they are located. This reflects the City's defensive approach to water management, which regards water as a problem and not a resource. In the future, Weslaco has an opportunity to rethink this approach to water management by emphasizing sustainable, resilient design principles. With relatively modest design changes, the community's RDFs could continue to fulfill their obligation to stormwater management, while also regenerating native habitats, mitigating negative environmental impacts from pollution, and providing new opportunities for passive recreation. This would provide opportunities for bird and butterfly watching, for example, which is a favorite pastime and tourist attraction in the Weslaco.

05 Existing Transportation

The local transportation system consists of arterial, collector, and local streets designed for different traffic volume capacities and functions to move traffic within and around the community. They also provide an efficient, safe, and convenient network that links neighborhoods to business districts, employment centers, and open spaces.

U.S. 83/Interstate 2 and Business 83 are the major east-west transportation corridors with Texas Blvd. being the north-south major business corridor. FM 1015 Highway provides direct travel between Weslaco and Mexico, presenting opportunities for international, as well as regional, intra- and inter-state transportation. Thus, it is highly reasonable that these corridors will continue to provide growth and economic development opportunities well beyond this planning period.

The City of Weslaco Airport is also a key component to Weslaco's long-term economic sustainability. It allows people from Mexico to travel easily and enjoy the shopping outlets located in the adjacent cities. This not only increases the economic prosperity for Weslaco but it aids in the tourism sector for the Mid-Valley Region.

The Southern Pacific Railroad, established in 1927, provides another transportation alternative. The railroad has had a significant impact on the community. It was responsible for the building boom that occurred in the late 1920's at which point a hospital, country club, and several schools were built. While highways and trucks have largely superseded rail transport in current times, the railway still remains a viable transportation option. Rio Valley Railroad, Southern Pacific, Border Pacific, Brownsville Rio Grande International, Union Pacific, and Ferrocarriles Nacionales de Mexico provide commercial service to the Metropolitan Statistical Area (Gonzalez De La Garza and CFZ Group 2016, 35).

Mass transit options are limited in Weslaco and throughout the region. The region contains five major transit providers: B Metro, Island Metro, Metro McAllen, UTRGV Transit, and Valley Metro. Still, just 38% of the residents live within a .25-mile walkshed distance of a regional transit route (RGVMPO 2020, 4.27). Currently, Valley Metro serves Weslaco residents with an east-west route along Bus. 83, southern route that runs from Interstate 2 south along FM 493 towards the international bridge at Donna-Rio Bravo, and a northern route that runs from Business 83 along International Blvd. past the airport and through the north ETJ UTRGV

runs an east-west service along Interstate 2 that stops downtown. S.T.C. JagExpress runs a route that travels east along Interstate 2 towards McAllen. Together, these bus routes provide citizens and visitors with limited access to and from Weslaco. and creates an opportunity for the local business to grow.

Conversations with City officials and with residents in the public forums revealed current transportation challenges. Additionally, the RGVMPO 2045 Metropolitan Transportation Plan provided comprehensive information about the MPO's short- and medium-term plans for future transportation investment. The same document also lists unfunded projects. The City of Weslaco should collaborate with the RGVMPO to implement principles and strategies from the Thoroughfare Plan (please see Chapter 10) in all future road infrastructure projects. Planned short- and medium-term projects in Weslaco are follows, which project numbers corresponding to the MPO report (RGVMPO 2020, 6.10-6.15):

Short-Term Stage Projects 2025-2030

- MTP ID 102: Mile 10 North from Westgate/Mile 6W to FM 1015. This project will widen the road to four lanes.
- MTP ID 156: Mile 4 ½ W Rd. from U.S. 83 to Mile 9 N. Rd. This project will widen the road to four lanes, divided.
- MTP ID 163: 6th St. from Westgate Dr. to Bus. 83. This project will widen the road to four lanes.

Medium-Term Stage Projects 2031-2036

- MTP ID 169: On Mile 6 W. from S.H. 107 to Mile 11 N. This project will widen the road to four lanes.
- MTP ID 176: Airport Dr. from Bus. 83 to U.S. 83. This project will widen the road to four lanes.
- MTP ID 183: Border Ave. from S. 18th/(Mile 6 N. to Bus. 83. This project will widen the road to four lanes.
- MTP ID 185: Paso del Norte from Bus. 83 to 2nd St. This project will widen the road to four lanes.
- MTP ID 190: Westgate from Bus. 83 to Mile 5 N. This project will widen the road to four lanes.
- MTP ID 191: Mile 6 N. (18th St.) from F.M. 88 to Mile 2 W. This project will widen the road to four lanes.

Planned RGVMPO Projects

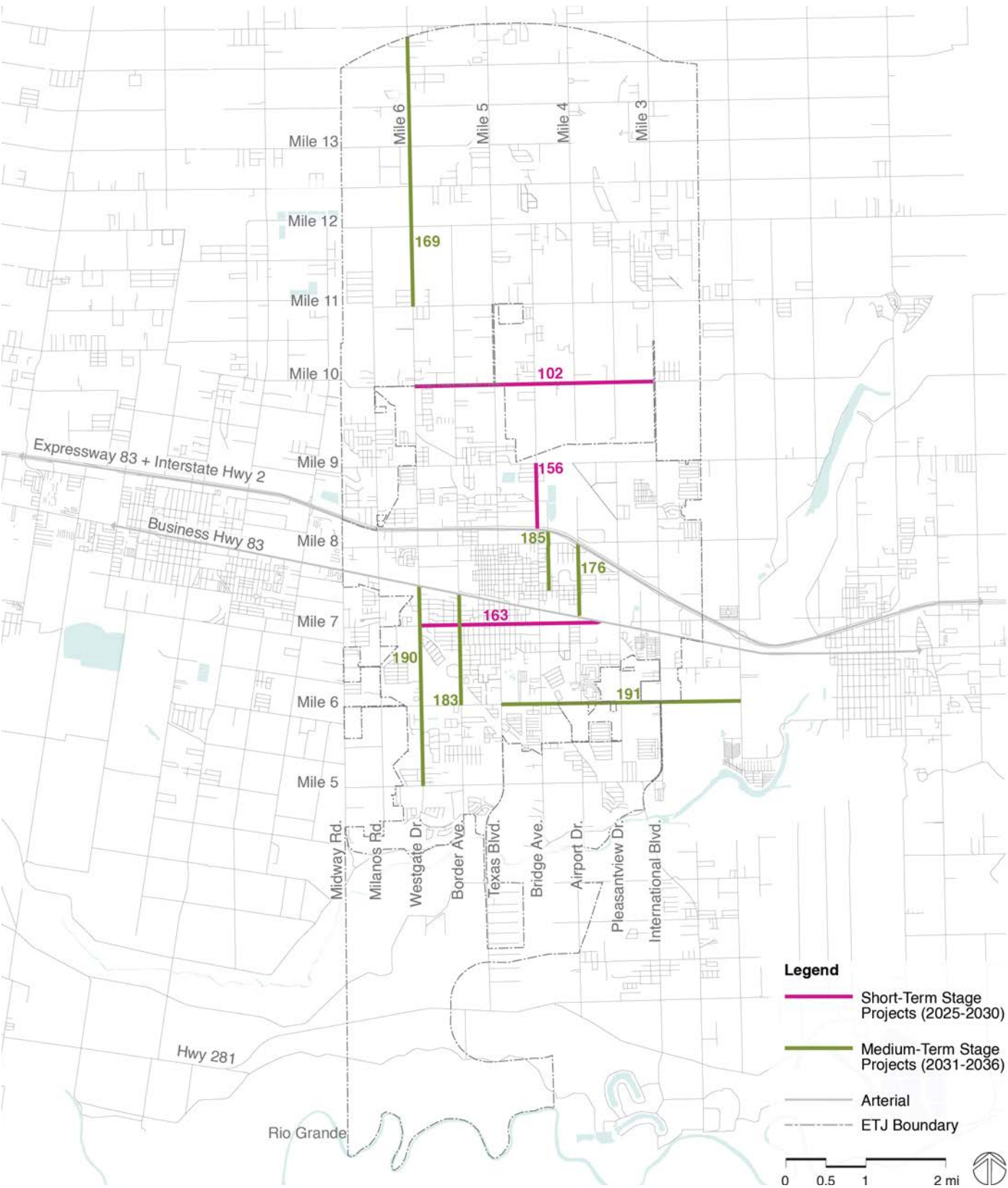


Figure 5.1 | Planned RGVMPO Projects

06 Existing Public Facilities

Weslaco Public Facilities

This chapter identifies current facilities and addresses the future public facilities that will be required to support the community's growth. Current City facilities include:

- City Hall: 255 S. Kansas Ave.
- Public Library: 525 S. Kansas Ave.
- Police Department: 901 N. Airport Drive
- Fire Departments:
- 901 N. Airport Drive
- 120 E. 5th St.
- 1014 W. 18 St.
- Mid-Valley Airport: 1909 Joe Stephens Ave.
- South Waste Water Treatment Plant: 5210 S. Midway Rd.
- Weslaco Bicultural Museum: 500 S. Texas Blvd.
- Economic Development Corporation/Business Visitor Center: 275 S. Kansas Ave.

The City of Weslaco maintains working relationships with the following entities:

- Individual school districts
- Weslaco Independent School District
- South Texas College

City Hall

Weslaco City Hall is located Downtown at 255 S. Kansas Ave. This building replaced Weslaco's original city hall, which was located in a 1928 Spanish colonial style structure. This building is now used as a fire station. The following City Departments are located in the new building:

- Office of the Mayor
- City Manager Office
- City Attorney
- City Secretary
- Finance
- Planning & Code Enforcement
- Water Department & Utility Billing
- Human Resources
- Information Technologies
- Purchasing

City Hall also contains the Commission Chambers, as well as additional space for Weslaco's Economic Development Center and Chamber of Commerce.

Mayor Joe V. Sanchez Public Library

The Library was established in 1948 as part of the Civic Center Complex on Kansas Ave. Community volunteers originally ran it. In 1966, the City of Weslaco provided funding for construction of its first facility, the building now houses the Library Learning Commons. In the early 1980's, the citizens of Weslaco approved a one million dollar bond issue for the construction of the present facility, which opened its doors to the public in January 1986. The library facility is a two-story Spanish style building. The Library is joined to the Mayor Eugene A. Braught Memorial Theater by a courtyard featuring a fountain and tropical plantings. The library serves Weslaco's population, plus ten percent of the County's population. The City is currently planning to expand the Library, maintaining its downtown location.

Weslaco Fire Department

The department currently employs 76 full-time firefighters, 10 volunteer firefighters, and has three stations. It services a total of 78 square miles, which includes the entire city limits and adjacent areas in Hidalgo County. Services include fire suppression which involves controlling fires, rescue activities, and emergency medical services. A fourth station is proposed within the vicinity being mile 9/mile 10 and mile 6 west. This will provide a minimum five minute response time within the City and eight minutes outside the city limit within 1½-mile radius of the new station. The proposed fire station will promote the development and growth of the northwest side of town.

Weslaco Police Department

The Police Department consists of eleven divisions:

- 01 Patrol Division
- 02 Criminal Investigation Division
- 03 Community Policing Division
- 04 Special Crimes Division
- 05 Training Division
- 06 DEA Task Force
- 07 U.S. Marshall's Task Force
- 08 Communication Division
- 09 Records Division
- 10 Jail Division
- 11 Administrative and Clerk Division

The Police Department occupies two city-owned

stations. The police headquarters is located at 901 N. Airport Dr. It also shares a substation with the Fire Department at S. Kansas Ave. and 5th St.

Weslaco Mid-Valley Airport

The 235-acre airport operates as an alternative to the commercial Valley International Airport in Harlingen and McAllen–Miller International Airport, serving as a general aviation center for single-engine and multi-engine pleasure aircraft, corporate jets, and helicopters. Located in the City's Foreign Trade Zone, the airport positively impacts the local economy by serving as a warehousing and distribution center for manufactured goods.

- Currently the Airport offers the following:
- 5,000-Foot Lighted Runway Instrument approach capability, including a GPS with a 1 mile visibility minimum AWOS (Automated Weather Reporting)
- Limousine service
- Rapid response emergency vehicle
- 24-Hour Self-Serve Fuel Station Major Airframe
- Power Plant Maintenance Service Aircraft Training and Instruction
- Customer and Pilot's Lounge

The City of Weslaco hired Coffman Associates to develop a master plan to expand airport facilities. The recommendations include the following:

- Runway and taxiway improvements by expanding Runway 13-31 to a full 6,000 feet
- Expanded safety areas, land acquisition and road relocation
- Construction of new aircraft storage facilities and apron areas
- Construction of an aircraft apron, a sorting building, and hangars
- Purchase land on the west side of the Airport for Industries to develop facilities for air cargo operations

Weslaco Mid-Valley Airport Implementation Strategy

Short-Term Program

- Land Acquisition-28 Acres to widen/strengthen runway 13-31 (30 feet to the west)
- Relocate Mile Nine N. Rd., expand Eastside Hangar Aprons/Taxi lanes, construct hangars

Intermediate-Term Program

Extend Runway 13-31 (1,002 feet to the north), expand

Eastside hangar aprons, and expand the Westside of the terminal parking Lot MALSR

Long-Term Program

Construct Westside Hangar/Apron, construct Westside partial parallel Taxiway, construct Eastside hangar/cargo aprons runway pavement preservation, and construct west drive

South Waste Water Treatment Plant

The City of Weslaco has an existing South Waste Water Treatment Plant located at 5210 S. Midway Rd. and receives all raw wastewater from list station No. 37, located along Mile 5 N. Rd. Treated effluent is either discharged through the outfall or pumped for irrigation reuse at the Tierra Santa Golf Club, east of the plant. For plant discharge disinfected effluent flows West to an unnamed drainage site, which carries effluent South to the South Donna Drain and feeds into the Arroyo Colorado Above Tidal in Segment No. 2202 of the Nueces-Rio Grande Coastal Basin.

South Waste Water Treatment Plant Future Expansion

The City of Weslaco obtained the professional engineering services of Briones Consulting & Engineering and CDM Smith to perform preliminary engineering evaluation and design services for the expansion of the Weslaco's South Waste Water Treatment Plant (SWWTP). The design accounts for future expansion, by allowing modular expansion of the needed process units by 50 percent, resulting in a design ADF of 5.0 mgd. Based on population projections, an expansion of 5.0 mgd would provide sufficient treatment capacity until 2060.

Weslaco Bicultural Museum

Located in the heart of Downtown on 500 S. Texas Blvd., the museum is operated by the Weslaco Bicultural Museum Society. The museum displays the history of Weslaco and the Lower Rio Grande Valley settlers. Displays consist of exhibits, historic furnishings, and artifacts.

Weslaco Economic Development Corporation and Business Center

Located adjacent to City Hall, the Economic

Existing Facilities

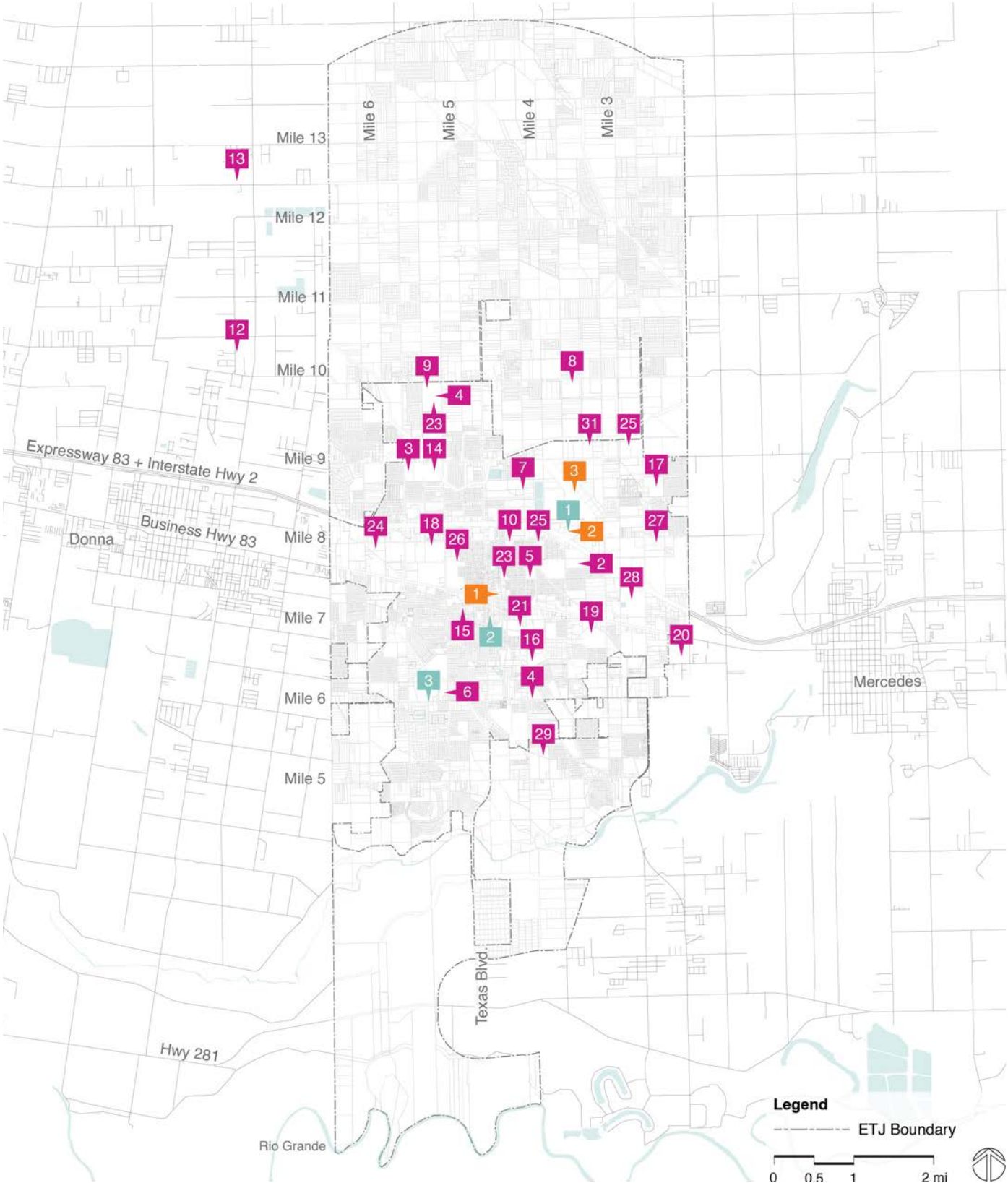


Figure 6.1 | Existing Facilities

Elementary Schools:

- 01 A.N. Rico Elem.
- 02 Airport Elem.
- 03 Clecker-Heald Elem.
- 04 Dr. R.E. Margo Elem.
- 05 F.D. Roosevelt Elem.
- 06 Memorial Elem.
- 07 North Bridge Elem.
- 08 Mario Ybarra Elem.
- 09 Rudy Silva Elem.
- 10 Sam Houston Elem.
- 11 Justice Raul Gonzalez Elem.
- 12 Julian S. Adame Elem.
- 13 Maria A. Munoz Elem.

Middle Schools:

- 14 B. Garza M.S.
- 15 Central M.S.
- 16 Cuellar M.S.
- 17 Mary Hodge M.S.

High Schools:

- 18 Weslaco H.S.
- 19 Weslaco East H.S.
- 20 South Palm Gardens H.S.
- 21 CTE Early College H.S.
- 22 Joe Calvillo Career & Tech Complex

Kids:

- 23 Horton DEAP
- 24 IDEA Schools:
- 25 IDEA Headquarters
- 26 IDEA Academy
- 27 South Texas College: Mid Valley Campus
- 28 Texas Agrilife Research Center
- 29 Teaching & Mentoring Communities Progreso Center
- 30 Design Development Institute
- 31 WISD Warehouse

Public Facilities:

- 01 City Hall 255 S. Kansas Ave.
- 02 Police Station: 901 N. Airport Dr.
- 03 Mid-Valley Airport: 1909 Joe Stephens Ave.

Fire Stations:

- 01 Station 1: 901 N. Airport Dr.
- 02 Station 2: 120 E. 5th St.
- 03 Station 3: 1014 W. 18th St.

Development Corporation (EDC) is a non-profit corporation that provides services to recruit new industry to the City of Weslaco. It also provides tourism information ranging from restaurant locations and RV parks to local attractions.

Weslaco Independent School District

Located in South Central Hidalgo County, Weslaco ISD encompasses 54 square miles and is bordered by the cities of Progreso to the south, Donna to the west, Mercedes to the east and Edcouch/Elsa to the north. This District services approximately 19,000 students with five high schools, four middle schools and eleven elementary schools. With an operating budget of \$135.8 million and approximately 2,825 employees, WISD is one of the largest employers in the City of Weslaco.

South Texas College

Created on September 1, 1993, South Texas College is an accredited school that awards baccalaureate and associate degrees. More than 31,000 students currently attend STC, with a faculty and staff of more than 1,600 serving five state-of-the-art campuses, three teaching centers, and one virtual campus. South Texas College serves as the higher education partner for 24 Early College High Schools and two Career and Technical Early College High Schools, with over 9,000 students in the pipeline. The college offers more than 114 degree and certificate program options, including associate degrees in art, science, technology, and allied health fields of study.

Texas A&M AgriLIFE Research and Extension Center

Established in 1923, the Texas AgriLIFE Research and Extension Center in Weslaco plays a major role in the region's agriculture. The Center focuses on technological advancements related to land and water use, urban development, and population growth. The Center utilizes technologies related to molecular biology to protect the environment, natural resources, and improve health outcomes.

Note: Text in this section from 2016 Comprehensive Plan.

Future Conditions

07 Future Land Use Development

Objectives

- A Pursue smart growth strategies at the metropolitan and regional scale
- B Promote urban infill and redevelopment strategies that leverage existing infrastructure
- C Promote diverse and affordable housing options for residents
- D Promote Parks and Recreation throughout the City
- E Protect the health of local ecosystems to improve overall quality-of-life

As Weslaco’s population increases, it will continue to require land for expansion. Currently, the city boundary stretches north to an area between Mile 9 and Mile 10, south to Mile 5, east to Westgate Dr., and west to FM 1015. The supply of vacant land is diminishing rapidly. The developable land that remains lies at the periphery of the city limits and the northern ETJ, where significant growth is taking place beyond the limits of municipal zoning authority. Fortunately, the City’s historical street grid remains relatively intact, forming a dense network of roadway connections. Still, as the city spreads to the north and south, inward-focused, subdivision developments are becoming more prevalent.

This chapter provides the City of Weslaco with a strategic and integrated approach to land use and zoning that will strategically guide community growth. Land-use planning provides a spatial framework that establishes the most appropriate program for different sectors of the city. Zoning offers city officials a more precise tool to regulate the type and intensity of use for land parcels throughout the city. The objectives and initiatives described in this chapter will help city officials make informed policy decisions about zone classification, code enforcement, and infrastructural investment.

Objective A
Pursue smart growth strategies at the metropolitan and regional scale.

The Texas Legislature’s 2019 adoption of HB 347 makes it increasingly difficult for the City of Weslaco to unilaterally annex additional territory within its ETJ. Given these political and geographic constraints, the community should maximize the quality of development on the land that remains within its municipal boundaries. The best way for the community to do so is by incorporating smart growth policies across multiple

policy areas and scales.

The American Planning Association defines smart growth as growth that “...supports efficient and sustainable land development, incorporates redevelopment patterns that optimize prior infrastructure investments, and consumes less land that is otherwise available for agriculture, open space, natural systems, and rural lifestyles.” The fundamental goal of smart growth policies is to support the right of residents to choose where and how they live, work, and play (American Planning Association, “APA Policy Guide on Smart Growth”). Smart growth strategies are endorsed by dozens of leading organizations—with diverse outlooks—including the American Planning Association, American Institute of Architects, Association of Metropolitan Planning Organizations, National Trust for Historic Preservation, Urban Land Institute, American Farmland Trust, and National Association of Counties (Smart Growth Network).

Smart growth policies can offer Weslaco multiple economic, social, and environmental benefits:

- saving money on infrastructure installation and maintenance
- ensuring that future development patterns are concurrent with the provision of adequate public facilities and services
- preserving more land for agriculture, ranching, natural preserves
- improving walkability for residents, as travel distances decrease
- reducing environmental pollution in the community, as driving distances decrease
- offering residents mixed-use neighborhoods
- conserving resources by leveraging existing infrastructure and rehabilitating historic buildings
- saving money on cooling and heating by building efficient multifamily units

Note that these benefits will accrue at multiple scales including the region, city, neighborhood, lot, and even the building. For these reasons, the following ten principles describe fundamental smart growth strategies and should guide Weslaco’s decision-making moving forward (Smart Growth Network, 0):

- mix land uses
- take advantage of compact building design
- create a range of housing opportunities and choices

- create walkable neighborhoods
- foster distinctive, attractive communities with a strong sense of place
- preserve open space, farmland, natural beauty, and critical environmental areas
- strengthen and direct development towards existing communities
- provide a variety of transportation choices
- make development decisions predictable, fair, and cost effective
- encourage community and stakeholder collaboration in development decisions

For more information about smart growth precedents, resources, funding, and technical assistance please visit the U.S. Environmental Protection Agency’s resources page at <https://www.epa.gov/smartgrowth>.

Initiative
Coordinate strategic growth with regional partners.

The City of Weslaco will plan for coordinated growth in the areas of transportation, transit, and flood management by expanding relationships with regional government entities. One of the most important regional partners is the Rio Grande Valley Metropolitan Planning Organization (RGVMPO). This federally funded program helps local governments in Hidalgo and Cameron Counties plan, coordinate, and implement transportation decisions. Critically, the RGVMPO administers all federal funds for urban transportation improvements related to road and highway expansion, maintaining the existing infrastructure through pavement management systems, safety transportation planning (including the creation of designated freight routes and bicycle/pedestrian paths), emergency response planning, rail studies, and transit planning. The RGVMPO is ultimately responsible for the regional planning of all modes of transportation (Rio Grande Valley MPO).

City of Weslaco should prioritize streetscape improvements in their ongoing discussions with the RGVMPO. The Transportation Improvement Program, which RGVMPO manages, allocates federal transportation funds to streetscape improvement projects (Rio Grande Valley Metropolitan Planning Organization). The TxDOT Green Ribbon Program provides an alternative funding source. In recent years, cities like Texarkana and Grapevine have leveraged this program to fund landscape enhancements, bicycle paths, and pedestrian improvements (Grapevine Parks

& Rec; TXK Today 2021). The City of Weslaco can pursue a similar strategy.

Another critical partner is The Lower Rio Grande Valley T.P.D.E.S. (Texas Pollutant Discharge Elimination System) Stormwater Management Task Force. This program aligns the Research, Applied, Technology, Education and Service (RATES) with city leaders and civil engineers throughout the Rio Grande Valley to help plan for stormwater management. The Task Force and its twenty-three members, all local governments within a single watershed, understand that regional coordination is the key to any regional stormwater management program. That is why the Task Force utilizes a cooperative, regional approach that leverages multiple levels of government, the Texas Commission on Environmental Quality (TCEQ), and the Environmental Protection Agency (EPA) to arrive at cost-effective solutions that comply with TPDES standards. One such solution is a regional stormwater management program (SWMP), which provides communities with a list of Best Management Practices that align with the State’s TPDES program (Rio Grande Valley Stormwater Management).

Initiative
Align Future Land Use and Future Zone Maps with Weslaco’s community vision.

The Future Land Use Map (Figure 7.1) offers a comprehensive vision for the future, providing a spatial framework to help leaders make strategic and coordinated urban planning decisions. The Map aligns future land use with critical urban systems related to ecology, housing, economics, transit, and transportation. City officials should use the Future Land Use Map to make coordinated decisions related to infrastructure investment, subdivision regulations, economic incentives, and zoning. Developers and residents should also utilize the Future Land Use Map, guiding development towards areas where specific uses are appropriate and towards sites with available infrastructure, utilities, and services. City officials must review and amend the Future Land Use Map regularly to ensure that it remains up-to-date. In this way the Future Land Use Map remains an active document, reflecting current circumstances and the community’s latest and best thinking about the future. The 2045 Zone Map (Figure 7.2), alternatively, establishes a strategic direction for the City of Weslaco’s Zone Map. The Zone Map, which is approved by the

City Commission and posted on the City's website, establishes the specific development parameters for municipal land-regulating issues like land use, building height, setbacks, floor to area ratio, landscape, and parking. The Zone Map does not control land parcels within the ETJ.

The Future Land Use Map begins with existing conditions, taking into account opportunities and constraints both with the City and the ETJ. The Map strategically targets areas for infill, growth, and preservation within the planning horizon, with the goal of ensuring the long-term health of the City. One of the most critical principles involves maximizing the continuity of infrastructure planning—specifically road, water, and sewer construction. This means maximizing the use of existing infrastructure while identifying the potential for low cost extensions where needed. In addition to reducing construction and maintenance costs, this approach preserves farmland, preserves natural resources, maximizes transportation networks, reduces travel times, and maintains cultural landscapes.

Unlike the Zone Map, the Future Land Use Map does not provide a parcel-by-parcel description of allowable use. Instead, it offers a broad approximation of the type of development that is optimal for a given area. The Future Land Use Map describes issues like location, quantity, and intensity of intended development, with the understanding that inconsistent and even incompatible uses may sometimes be justifiable and even desirable. Therefore, if a developer proposes a use that aligns with the intent of the Future Land Use Map and Zone Map, City officials should consider the merits of the proposal. In doing so, they should also consider the broader Principles and Initiatives of this Comprehensive Plan.

Initiative
Promote Downtown as a walkable, mixed-use environment that supports people before cars.

Downtown Weslaco has the potential to thrive as a vital metropolitan center, supporting retail, employment, housing, entertainment, and services. In order for Downtown to accomplish this potential, however, it must pursue land use and infrastructure initiatives that intensify use. This means increasing walkability, adding mixed-use programs, and diversifying housing options. This is not to suggest that Downtown Weslaco should become a crowded place, only that it would benefit from more use by more people. In order to attract more people, Downtown needs to offer a better, livelier

experience that accommodates more activities. The City of Weslaco should consider the following land use strategies in order to foster a high-intensity, pedestrian-focused environment:

Increase walkability. Weslaco must elevate the quality of experience for pedestrians including residents, downtown workers, and tourists. Weslaco is fortunate that the original downtown block structure remains largely intact, with continuous sidewalks along the entirety of Texas Blvd., and along S. Missouri Ave. and S. Kansas Ave. south of Business Highway 83. This historical infrastructure provides an excellent foundation on which to build an extensive walkable, pedestrian network. Chapter 8 and Chapter 10 propose a series of streetscape improvements for this purpose. These types of improvements will pay dividends not only for pedestrians but also for business development, catalyzing a self-reinforcing cycle of public and private sector investment.

Utilize unbuilt land for people and programs, not new parking. Another way that Weslaco can intensify use is by making sure that unbuilt land is developed for the highest and best use, which is rarely a surface parking lot. Lively urban environments support people and programs before cars. To be sure, Downtown must offer people reasonable parking options. Still, parking in a downtown area is never as convenient as parking at a mall. People come downtown for an experience, not for easy parking. So it is critical to provide people with better ways to walk between locations. Well-designed pedestrian environments with plenty of shade and seating encourage people to park once, then stay downtown for several hours or more. High-density development supports the pedestrian experience by bringing everything closer together, which makes walking and biking more pleasant. This is the best way to support small-scale retail establishments like the ones in Downtown Weslaco.

Pursue additional commercial and civic development. A number of vital cultural organizations and businesses reside in Downtown Weslaco, including the Weslaco Museum, Weslaco Tower Theater, Mayor Joe V. Sanchez Public Library, and Villa de Cortez. This physical and cultural heritage already provides an economic and cultural anchor for the Downtown. Still, people need more and better reasons to come downtown. This might mean encouraging the build-out of surface parking lots, as new development

2045 Land Use Map

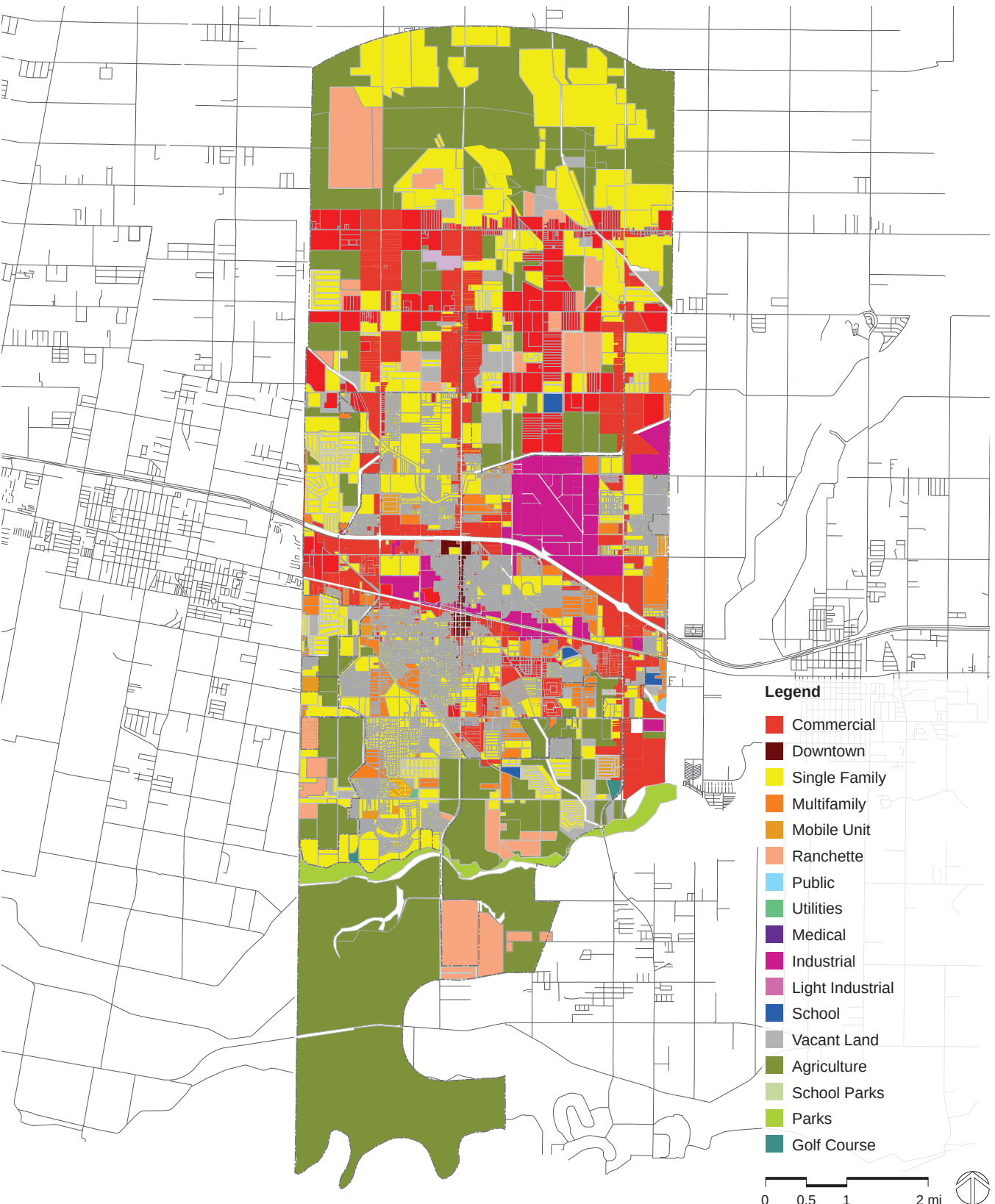


Figure 7.1 | 2045 Land Use Map

2045 Zone Map

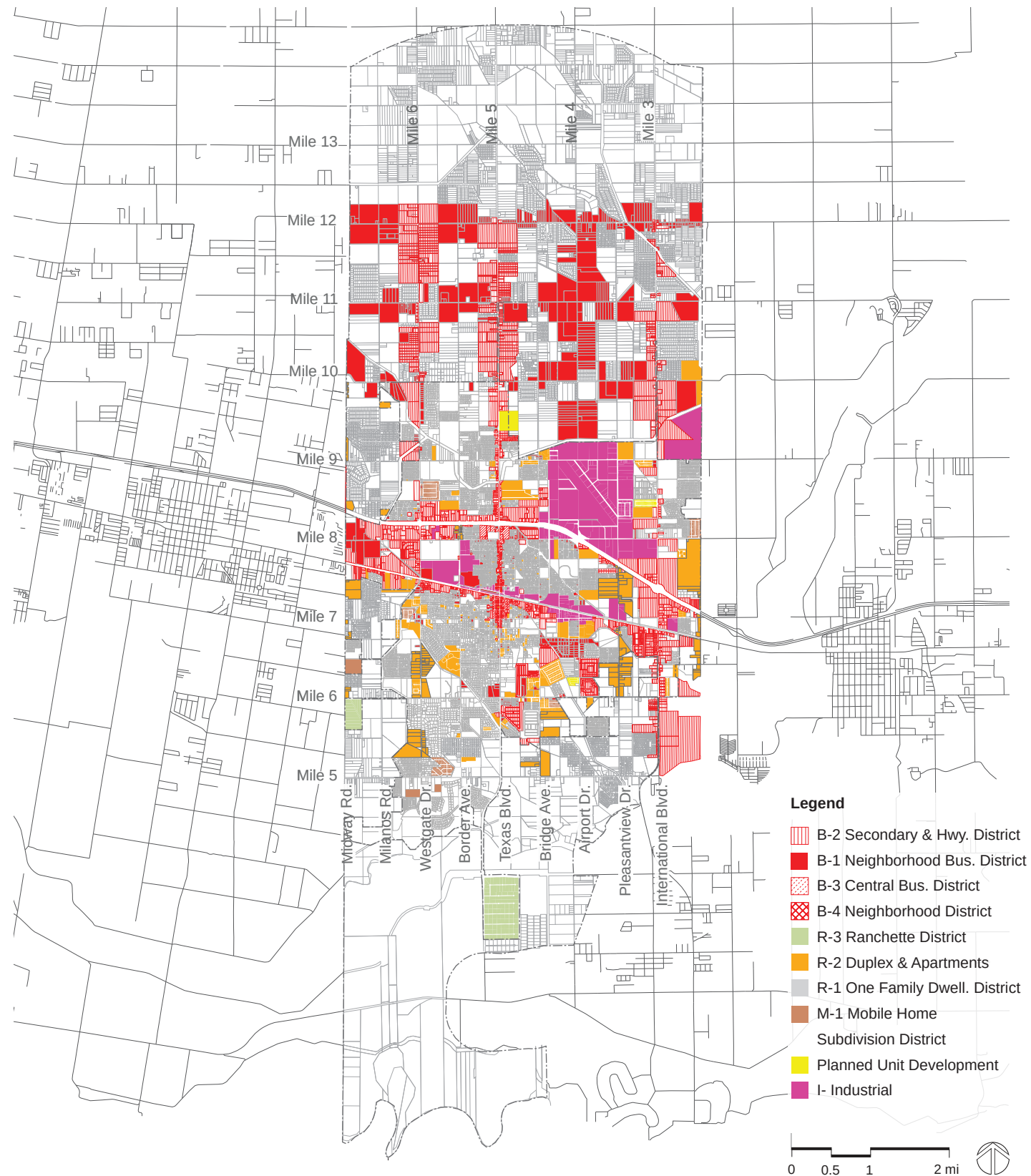
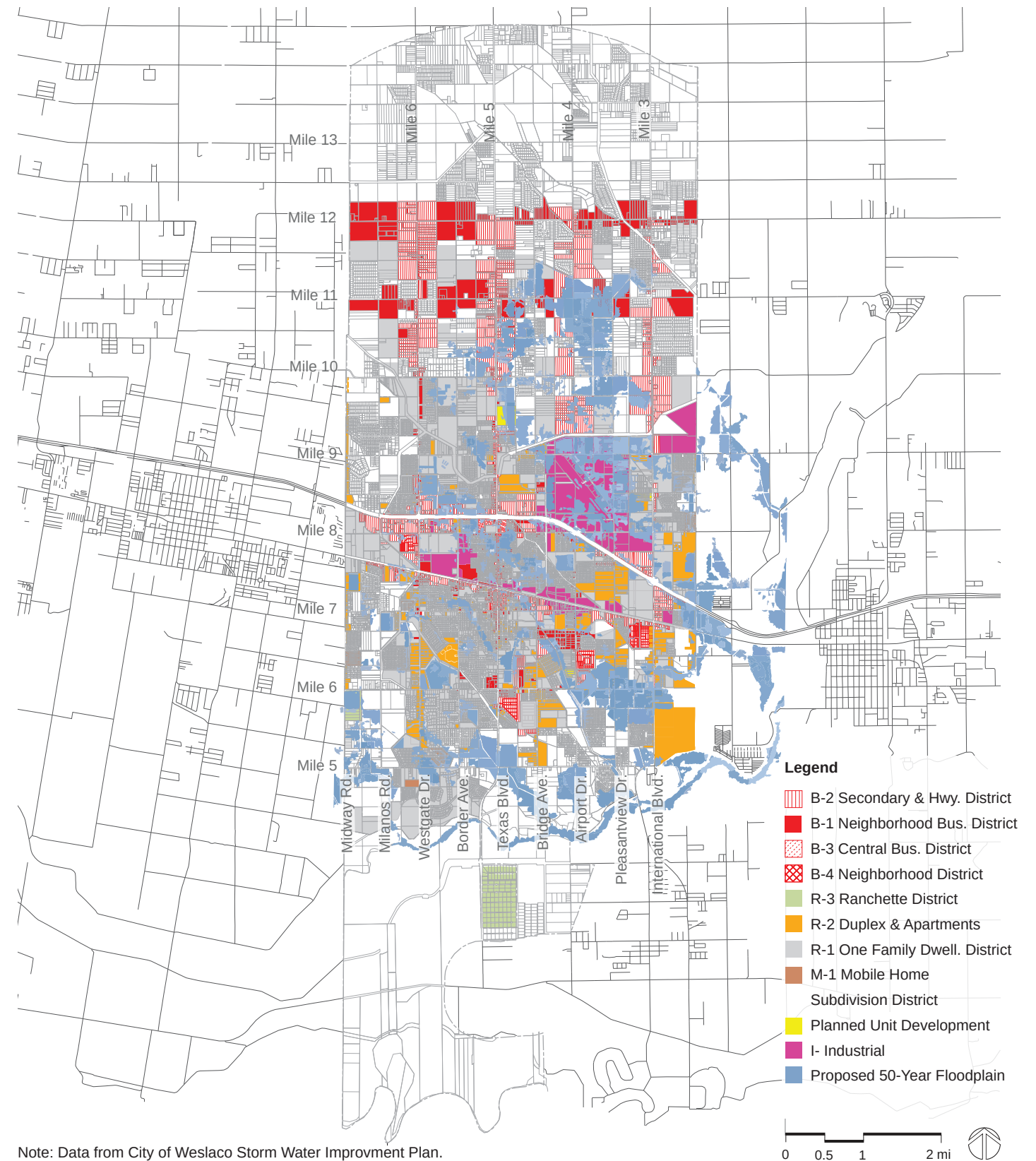


Figure 7.2 | 2045 Zone Map

2045 Zone Map with Proposed 50-Year Floodplain



Note: Data from City of Weslaco Storm Water Improvement Plan.

Figure 7.3 | 2045 Zone Map with Proposed 50-Year Floodplain

opportunities present themselves. In all cases, the fundamental question from the City’s perspective is what is the highest and best use of the land.

Consider shared parking arrangements. Shared parking optimizes parking capacity and minimizes required parking loads by allowing complementary land uses to share parking infrastructure. It makes better use of valuable and expensive parking infrastructure.

Add structured parking anchors to the north or south edges of Downtown. The addition of one or two strategically located parking structures would complement the existing garage on S. Missouri Ave. at W. 3rd St, providing convenient and reliable parking options for visitors. Potential locations exist around S. Missouri Ave. at 6th St., S. Kansas Ave. and Business Highway 83 E., and Texas Blvd. and E. Pike Blvd. On rare occasions, it might become necessary to integrate structured parking within a major new project, such as the proposed Event Center and Hotel described in Chapter 8.

Preserve and restore the Downtown street grid. Reinforce and expand the historic block structure and pedestrian networks. Chapter 8 and Chapter 10 describe numerous initiatives to advance this goal.

Create miniature multimodal transportation nodes. Weslaco can create miniature multimodal transportation nodes at major parking locations, such as the garage at S. Missouri Ave. at W. 3rd St. These nodes would include seating areas for pedestrians and bicycle facilities, including public bike share. Similar nodes could support the regional bus line that stops on the north edge of Downtown—at Texas Blvd. and U.S. 83—and the south edge of Downtown—at Texas Blvd. and Business 83. A network of miniature multimodal transportation nodes would make pedestrian and bicycle access easier, allowing people to transition more easily from cars and buses to bikes and sidewalks.

Diversify housing options. While Texas Blvd. doesn’t have enough two-story buildings to absorb upper level apartments or condominium developments, the adjacent residential fabric can absorb more density, including multifamily options. Chapter 7 proposes to add a zone classification that is appropriate for small-scale, infill scenarios. Chapter 8 discusses strategies to avoid residential displacement, which is a critical issue to consider as the City revitalizes its Downtown.



Image 7.1 | Promote mixed-use in Downtown District | CURPR

Objective B
Promote urban infill and redevelopment strategies that leverage existing infrastructure.

Weslaco can promote efficient growth by encouraging infill development in areas where infrastructure already exists. This approach will save taxpayers from paying for the construction of new streets and utilities, protect the community’s natural resources, and preserve agricultural areas. In order to focus private investment where it will have the greatest economic, environmental, and social benefit the City of Weslaco should prioritize the following growth alternatives, in order of preference:

- 01 urban revitalization
- 02 urban infill
- 03 urban extension
- 04 suburban retrofit
- 05 suburban extension
- 06 new neighborhoods on existing infrastructure
- 07 new neighborhoods requiring new infrastructure
- 08 new neighborhoods in environmentally sensitive areas

The goal of public policy in this case is to attract development to high-priority areas, using targeted incentives. By doing so, the City of Weslaco can stop subsidizing inefficient, redundant, sprawling development (Duany et al 2010, 1.6).

An integrated approach also recognizes that new development is a necessity. In these cases, it is important for the City to identify the favorable zones for new growth. Similarly, the City should identify

critical natural or agricultural areas to be preserved, remembering that these landscapes also have ecological, social, and economic value. For example, protected open space can raise the property values of nearby homes, attract tourism, and provide for recreation (Smart Growth Network, 10).

Initiative
Identify zones for new growth, infill growth, and preservation.

In order to facilitate smart and efficient development patterns, the City of Weslaco can strategically zone areas to encourage new growth, infill, or preservation (Figure 7.4). This will involve identifying four growth categories (Duany et al 2010, 2.4):

Priority Growth Sectors. Prioritize development in selected areas that enjoy access to existing infrastructure. These include infill sites, brownfield sites, transit stops, and land adjacent to civic institutions (i.e. Downtown, Medical Center, parks, etc). Focus financial investment and subsidies in these zones.

Intended Growth Sectors. Support growth in other areas that enjoy access to existing infrastructure or strategic infrastructure extensions. Do not prioritize financial investment or subsidies in these zones. This will include rural areas that are beyond the current scope of urban services, but might be appropriate for future annexation and development.

Future Growth Sectors. Do not encourage growth in peripheral areas that have limited access to existing infrastructure or will require suburban extensions. This will include agricultural areas that are intended to remain undeveloped for the horizon of this Plan.

No-Growth Sectors. Do not allow growth in these areas, which include environmentally sensitive areas, flood zones, and new developments requiring new infrastructure. This condition describes most of the southern ETJ, which also exists outside of the City of Weslaco’s Certified Service Area for Water.

Initiative
Support higher intensity, commercial programs along corridors and seams.

One of the fastest and most cost-effective ways for cities to grow is by leveraging underutilized urban

infrastructure. This approach recognizes that land is not an inexhaustible and disposable resource. As an alternative to development at the urban periphery, the City of Weslaco should intensify mixed-use redevelopment along street and utility networks that taxpayers have already bought and paid for.

The realities of land dynamics often push commercial developers to search for greenfield sites at the edge of the city boundary and beyond. Unfortunately, this type of development can have a number of immediate and hidden costs for residents and taxpayers: raising infrastructure costs, requiring them to maintain underutilized street infrastructure, marginalizing existing businesses, increasing overall vacancy, lowering rents, and lowering property tax revenue in existing areas.

With this in mind, the goal of public policy should be to create conditions that support the continued health and viability of existing commercial and residential areas. Typically, the best street and utility networks exist along commercial corridors and at the seams that separate neighborhoods. These linear zones can typically absorb significant growth without becoming overburdened.

The City of Weslaco can attract development and intensify use in these areas through a combination of Targeted Revisions to the Zone Map and Strategic Policy Initiatives (Figure 7.5):

Targeted Revisions to the Zone Map

Expand use of R-2 Duplex and Apartment District + B-2 Secondary and Highway Business District along arterial streets. This will promote mixed-use zoning, offering a variety of multifamily housing options including apartment buildings and townhouses. It also offers a wide variety of higher-intensity commercial uses including automobile sales, hotels, movie theaters, and wholesale trade. This zone classification will be especially useful at the seams between larger urban districts, typically along arterials.

Expand use of R-2 Duplex and Apartment District + B-1 Neighborhood Business District along collector streets. This will promote mixed-use zoning, offering a variety of multifamily housing options from the R-2 Duplex and Apartment District. It also offers a wide variety of low- and medium-intensity commercial uses including bakeries, banks, daycares, laundries, restaurants, retail shops, and studios. The zone limits building heights

Development Priorities

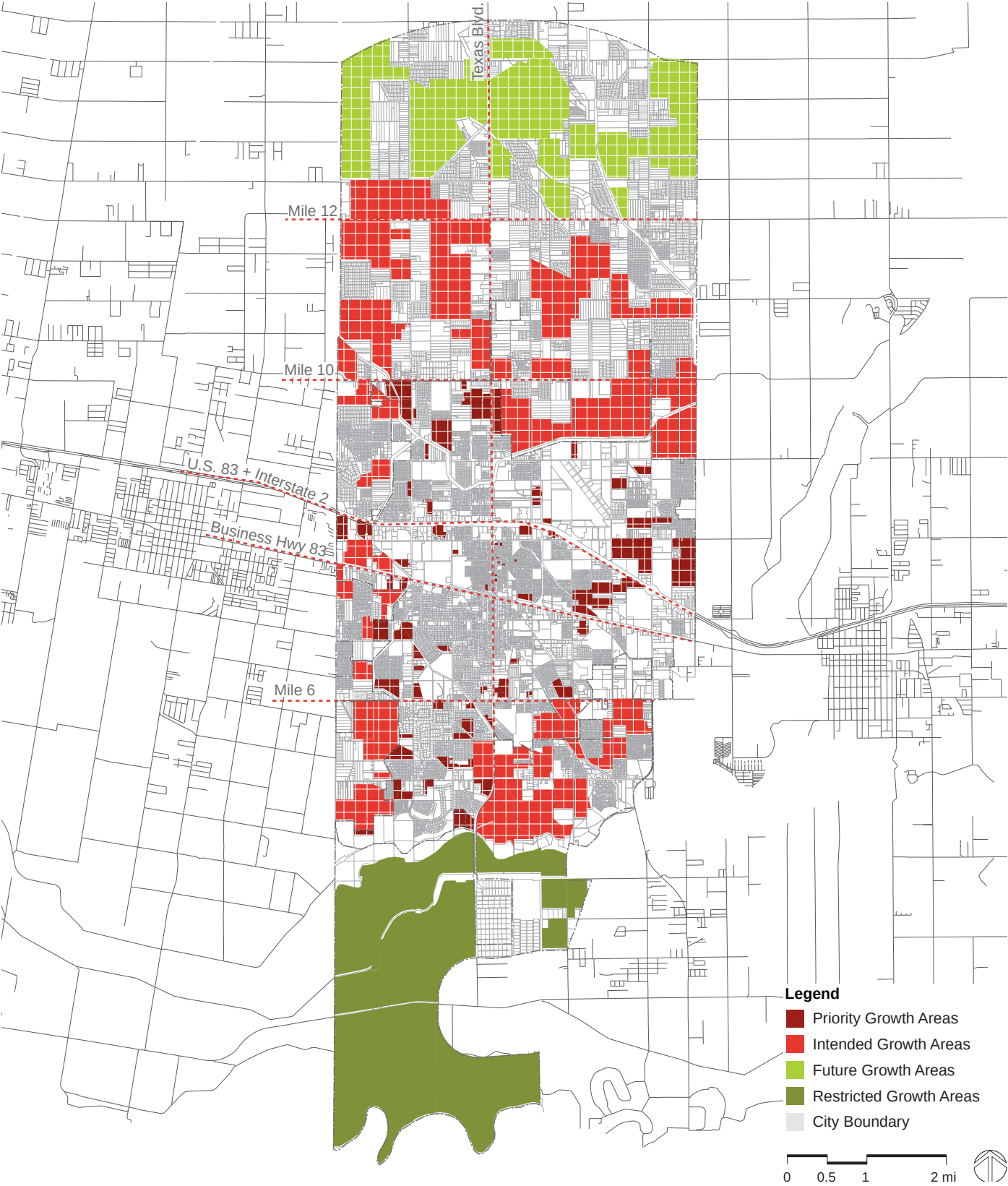


Figure 7.4 | Development Priorities

Intensify Corridors + Seams

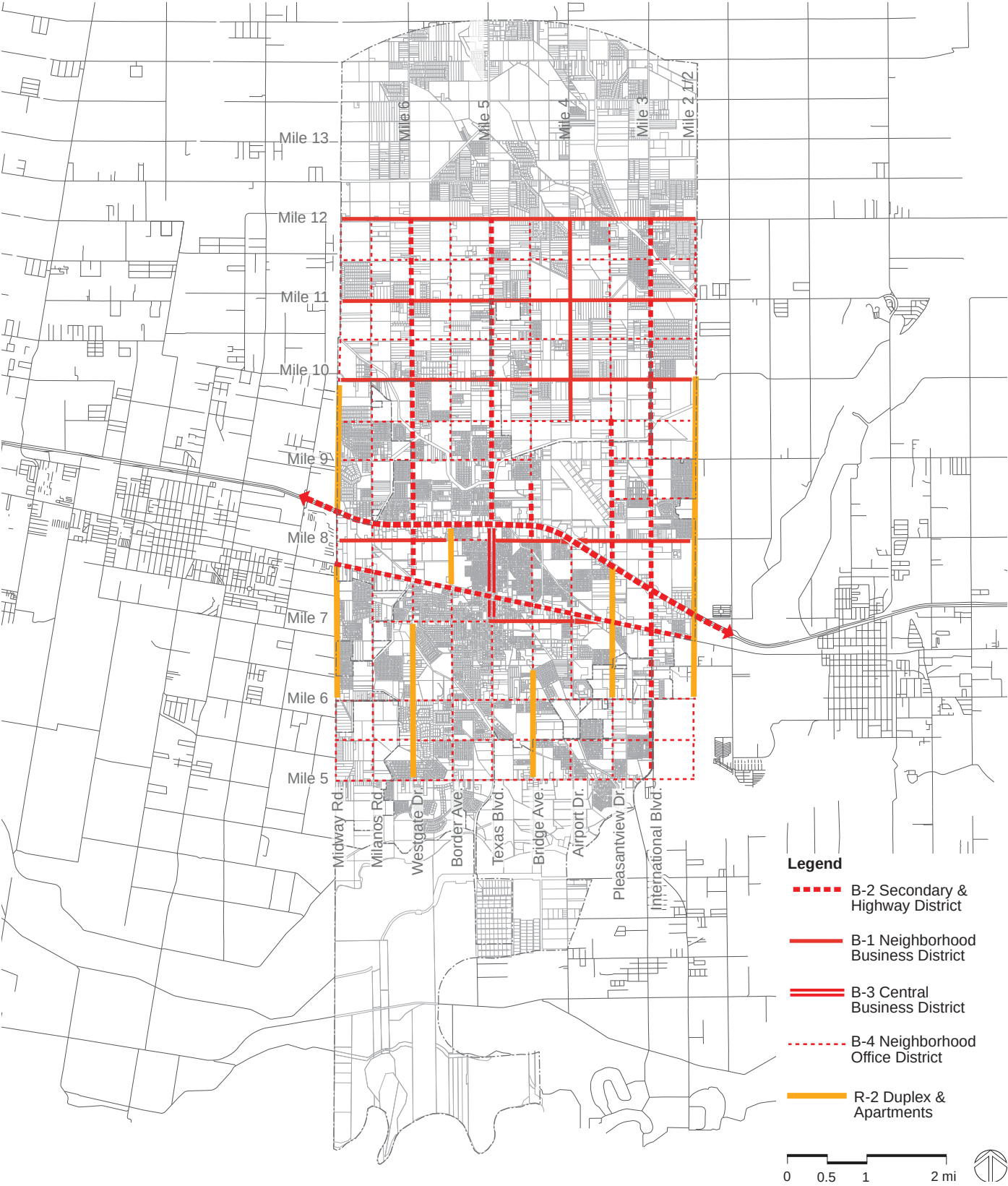


Figure 7.5 | Intensify Corridors + Seams

to three stories or 45 feet, allowing the developments to integrate well into neighborhood settings. This zone classification will be especially useful at the seams between neighborhoods, typically along collector streets.

Expand R-2 Duplex and Apartment District + Proposed R-5 Small-Scale Multifamily Housing + B-4 Neighborhood Office District along collector and local streets. This will promote mixed-use zoning, offering a variety of multifamily housing options including single-family, duplexes, and townhouses. It also offers a wide variety of office uses for professional services including executive, administrative, financial, legal, accounting, engineering, real estate, and similar uses. The minimum lot size is 6,000 square feet, which aligns with residential lot sizes. This zone classification will be especially useful at the seams between neighborhoods, typically along local streets.

Strategic Policy Initiatives

Streetscape improvements. This Plan details a number of strategies to improve the experience for pedestrians, drivers, bicyclists, tourists, and residents on Weslaco streets. Please see Chapter 8 and Chapter 10 for more details.

Financial incentives. A strategic mix of property tax incentives can attract new businesses and support continued prosperity in targeted areas. Some of the more common ways a municipality can do so include property tax abatement, tax increment financing, and the Texas Economic Development Act. Property tax abatement occurs when incorporated cities, counties, and special districts exempt all or part of a property owner’s increase in land value from taxation over a period of up to ten years. Similarly, tax increment financing is used by a city or county to publically finance infrastructure improvements within a designated reinvestment zone. The cost of improvements is financed by future property tax revenues levied within the improved area. The Texas Economic Development Act allows school districts to help attract investment and support job creation. A school district can issue partial property tax credits to eligible corporations or limited liability companies who locate within the school district. Companies must agree to use the property for manufacturing, research and development, clean energy generation, and other similar uses. Currently this program is authorized through 2022 (Garza).

Shared Parking Agreements. This land use and development strategy reduces parking requirements for adjacent tenants that generate their highest parking demands at different times. For example, an office building and a comedy club will rarely experience peak parking loads at the same time. By allowing developments to pursue shared parking agreements, cities can help reduce parking redundancies, thereby lowering construction and maintenance costs (Smith 2020).

Targeted commercial nodes and districts. By designating strategic employment and retail centers, the City of Weslaco can leverage existing infrastructure that is underutilized while maximizing new investments in road and utility networks. This provides an opportunity to attract specific desired uses—for example retail, cinema, or entertainment—through targeted recruiting incentives. It might also mean creating a Business Park Zoning District to provide for offices and technology centers in an educational campus environment.

Initiative
Reinvest in blighted areas.

One of the most cost effective ways for cities to grow is through urban infill, leveraging underutilized infrastructure in blighted areas. The redevelopment of these infill sites does require significant cooperation between city officials and private developers. Brownfield and greyfield sites often present different challenges than greenfield sites. When addressing brownfield sites, policy-makers must create conditions that are sufficiently positive to attract private investment. The City of Weslaco can support infill development in underutilized areas with a combination of the following strategies:

Site assembly. Absentee property owners can be a major impediment to the redevelopment of vacant sites. This is especially true when multiple owners hold adjacent properties. The City can assist private developers by helping them contact property owners and assemble contiguous sites for redevelopment.

Strategic infrastructure investments. A major part of this Plan involves reinvesting in parts of Weslaco that are already developed. Sometimes this requires refreshing or improving existing infrastructure. For example, this Plan proposes significant streetscape improvements for Downtown Weslaco. A similar approach may be

appropriate in other parts of the City, in order to make them attractive to investors. One way that the Plan proposes to spur development is by making significant investments in Parks and Trails throughout the city. The City’s decisions about how, where, and how fast to in streetscapes, parks, and trails will have a major impact on the location and rate of redevelopment.

Brownfield sites. A brownfield is a property whose redevelopment may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The Environmental Protection Agency estimates that there are more than 450,000 brownfield sites in the U.S. By cleaning up and reinvesting in these sites, communities can grow the local tax base, create jobs, leverage existing infrastructure, slow the consumption of open land, and protect the environment. The City of Weslaco can support the redevelopment of brownfield sites by helping developers access significant federal funding that is available for environmental assessment, cleanup, and job training (EPA, Overview of EPA’s Brownfield Program).

Proactive and consistent code enforcement. Poorly maintained and unattractive buildings and sites can negatively impact surrounding property values and discourage new investment. The City should work to maintain consistent code enforcement in order to create positive conditions for private redevelopment. This can include removing unsafe or substandard structures when necessary.

Objective C
Promote diverse and affordable housing options for residents.

Prior to the 1940s, communities throughout the United States regularly built multifamily housing within traditional neighborhoods, even in areas dominated by single-family homes. This multifamily housing—mostly duplexes, fourplexes, cottage courts, and courtyard buildings—blended in well with the surrounding neighborhood fabric. In fact, today most passerbys probably can’t distinguish these multifamily buildings from single-family houses, except for the extra front doors, mailboxes, and gas meters (Parolek 2020, 1).

Since the 1940s, most communities in the United States have zoned small-scale, multifamily housing out of existence. The decision to build new neighborhoods composed exclusively of single-family homes means

that people have less choices about where to live, how to live, and how much to pay for housing. Single-family zoning limits the overall housing supply and the number of units that can be built in a given location. It is a major reason that communities like Weslaco lack a sufficient quantity of affordable housing.

Single-family zoning also limits the types of housing that is available to residents. This is important because the character of American households is changing: in 1968, 70% percent of all households were composed of married couples with at least one child; by 2018, this number had fallen to less than 30%. Today, less than half of U.S. children live in households with two married parents in their first marriage. Additionally, as the American population ages, the percentage of households headed by someone over the age of 65 will rise from 26% in 2018 to 34% in 2038. Surveys suggest that three in four Americans over age 50 would prefer to age in place (Loh 2020).

These demographic trends must inform Weslaco’s approach to housing. Today, if a household in Weslaco decides against a single-family unit, the only other choice may be to rent an apartment in a large, six-story building. While this is a good option for some households, others might not be interested in living in a large building or around a lot of people. Also, neighborhood groups often resist the construction of six-story buildings, especially in historic neighborhoods. People worry that the large new buildings will add traffic, block the sun, or ruin the neighborhood’s existing charm.

Moving forward, Weslaco must promote the construction of homes and neighborhoods that serve the needs of a diversity of people across all stages of their lives. After all, different family sizes, incomes, ages, and tastes require a wide array of housing choices.

Initiative
Add a medium-density multifamily zone classification.

Weslaco would benefit by diversifying its housing stock—adding new typologies, densities, and price points. Perhaps the most pressing need is to add small-scale, medium-density, multifamily housing to both existing neighborhoods and new developer subdivisions.

Planners and architects today describe the lack of small-scale, medium-density, multifamily housing in US cities as the “Missing Middle.” What is actually missing in

Single Family Housing Types

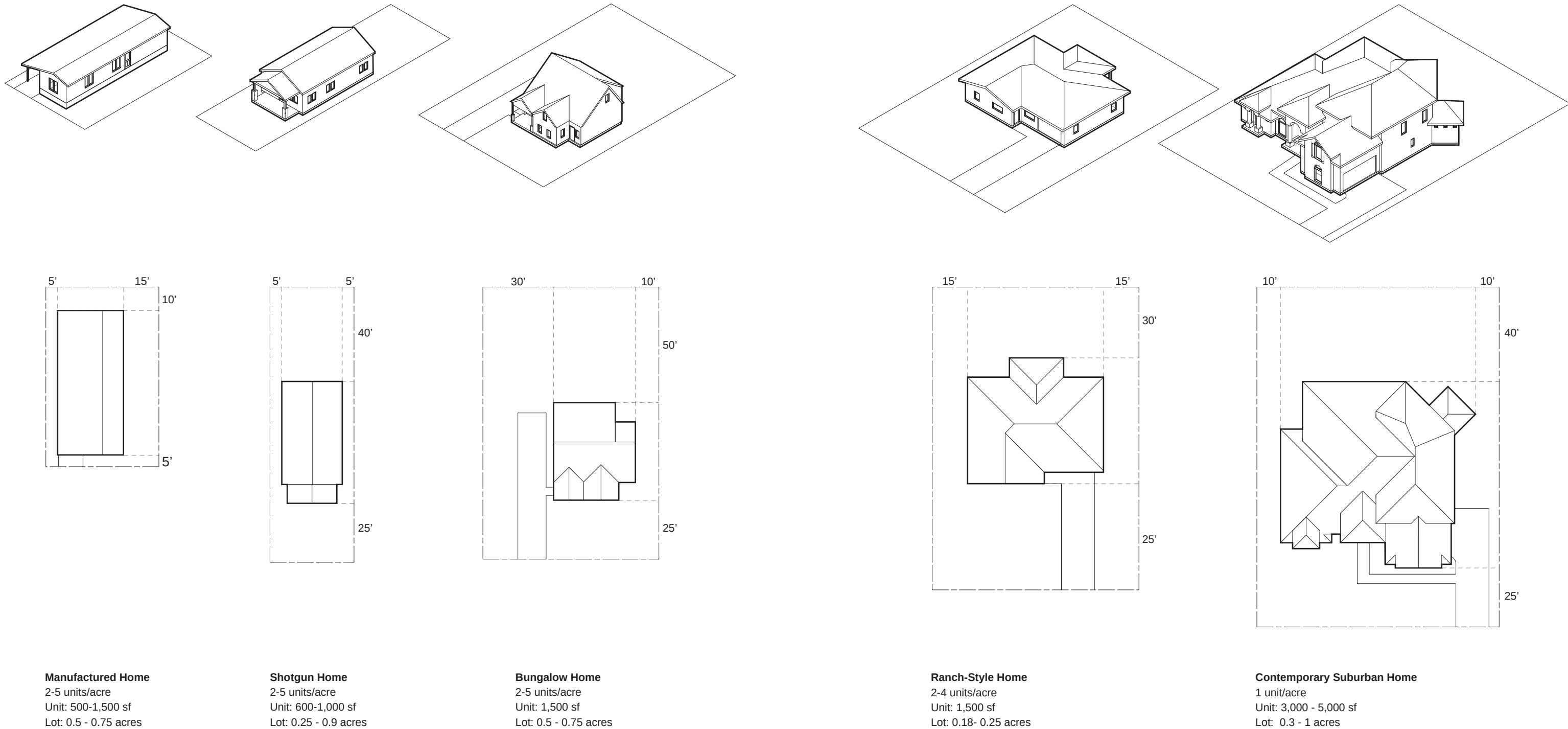


Figure 7.6 | Single Family Housing Types

these scenarios are choices for residents: about where to live, what type of building to live in, and how much to pay for housing. This is the situation that Weslaco finds itself in today. An examination of Weslaco's housing inventory reveals that people who are interested in single-family housing have many options: manufactured homes, shotgun homes, historic bungalow homes, ranch homes, and contemporary suburban homes—just to name some of the most common types (Figure 7.6). These homes offer a wide range of sizes, from 500 sf to 5000 sf and a diversity of corresponding price points. One thing that they all have in common is that they deliver very low residential densities, typically from 1 to 5 units per acre. These low densities make housing financially inefficient, driving up infrastructure costs for developers, city officials, taxpayers, and homeowners.

On the other end of the spectrum, most of Weslaco's multifamily housing is located in either low-rise enclaves or large apartment complexes (Figure 7.7). These types of projects have the advantage of higher density—typically 15 to 25 units per acre. Still, they do not integrate easily into the character of existing neighborhoods. In new suburban areas, these developments create isolated enclaves, making it difficult to build walkable, mixed-use neighborhoods. What Weslaco and similar communities lack is a sufficient inventory of small-scale, multifamily housing with medium-densities, typically 5 to 15 units per acre (Figure 7.8). That's an important density for new suburban developments because it provides a scalar connection between single-family homes and larger apartment complexes. It is also important for infill situations, because it allows for the introduction of multifamily housing that respects the existing scale and character of the neighborhood. This keeps the neighbors happy, which helps developers and city officials gain support for multifamily infill projects in established neighborhoods.

Currently, Weslaco's Chapter 150: Zoning Ordinance provides for two single-family options:

Existing R-1 Single-Family

- Building Height:*
- 2 ½ stories or 35-feet maximum
- Lot Intensity:*
- Lot > 6,000 square feet
 - Lot avg width > 50 feet

Existing R-4 Single-Family

This new zone classification was added in 2022, with the intention of providing more affordable lots.

- Building Height:*
- 2 ½ stories or 35-feet maximum
- Lot Intensity:*
- Min area 5000-5500 sf max

On the multifamily side, the Zoning Ordinance provides the following:

Existing R-2 Duplex and Apartment District

- Building Height:*
- 3 story or 45-feet maximum
- Lot Intensity:*
- Lot > 6,000 square feet for single-family or two-family dwelling
 - Lot > 2,000 square feet for townhouse dwelling, must have shared wall
 - Lot > 1,800 square feet per dwelling unit for apartment house or multifamily dwelling
 - Lot Avg Width > 50 feet minimum width, except for townhouse subdivision

The R-2 classification accommodates both large-scale buildings—like multiplex buildings—and small-scale buildings—like townhouses. This creates a planning challenge because the classification allows for a wide and unpredictable range of outcomes. Multiplex buildings, for example, might be appropriate along arterial streets but not within neighborhoods. This Plan suggests that as written, the Code provides a false choice between single-family homes and large apartment complexes. As a remedy, the Plan proposes to add a second small-scale, middle-density, multifamily classification.

Proposed R-5 Small-Scale Multifamily

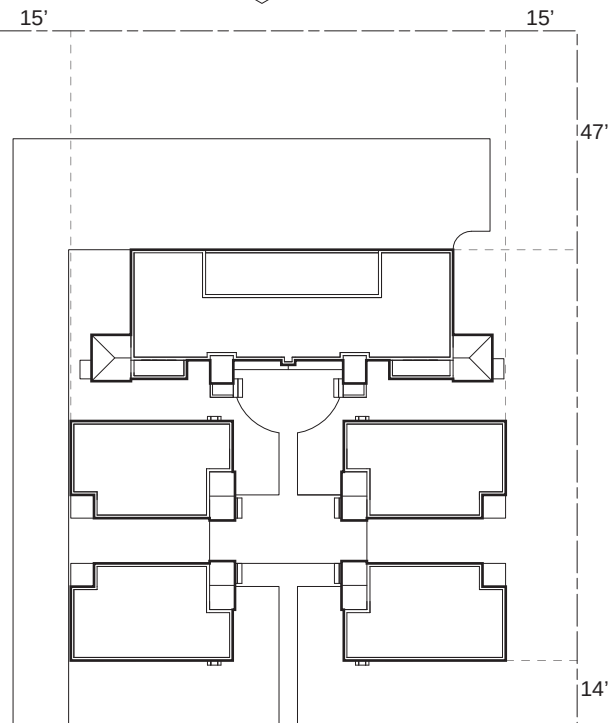
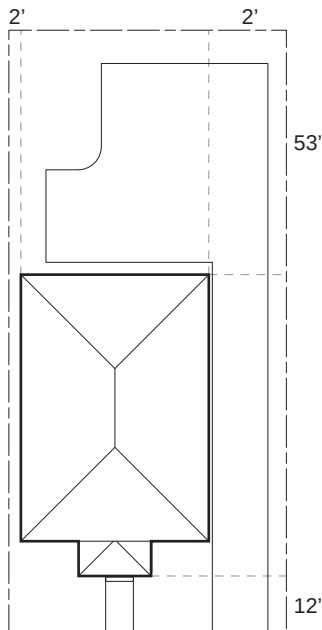
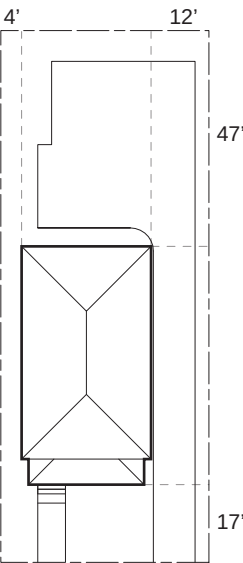
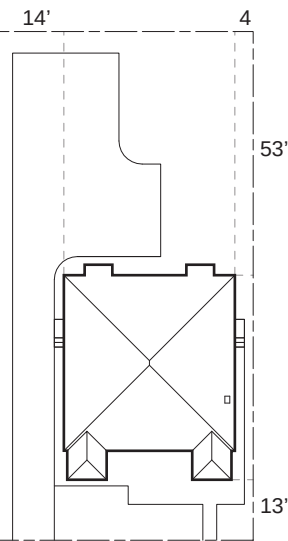
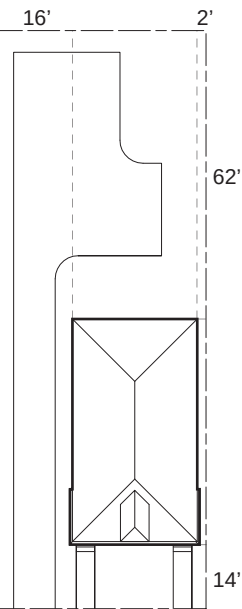
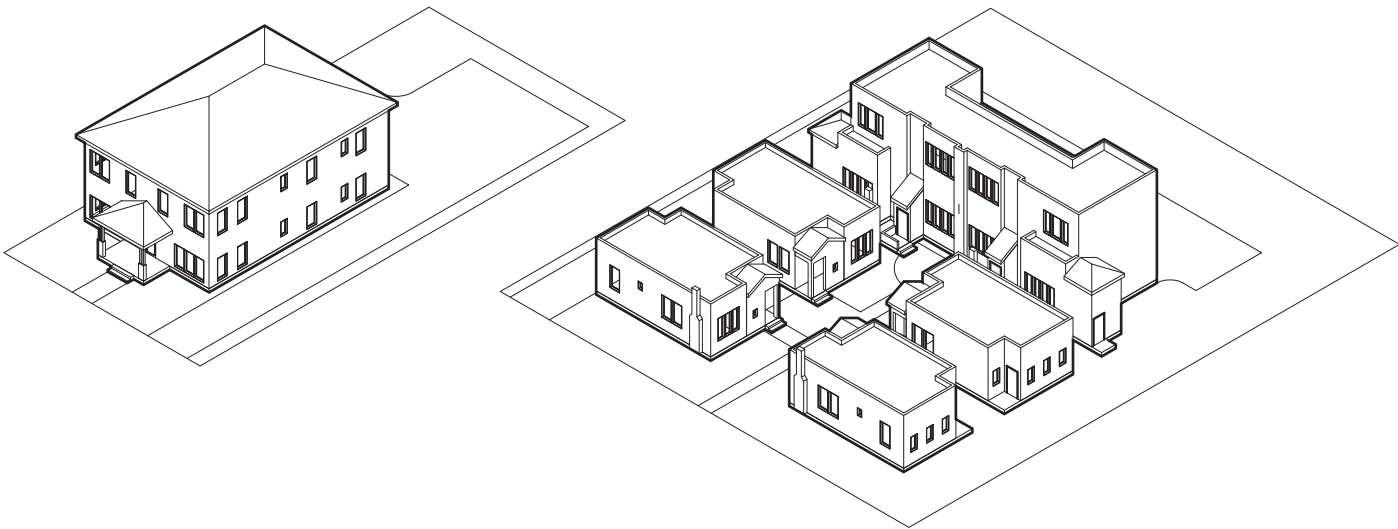
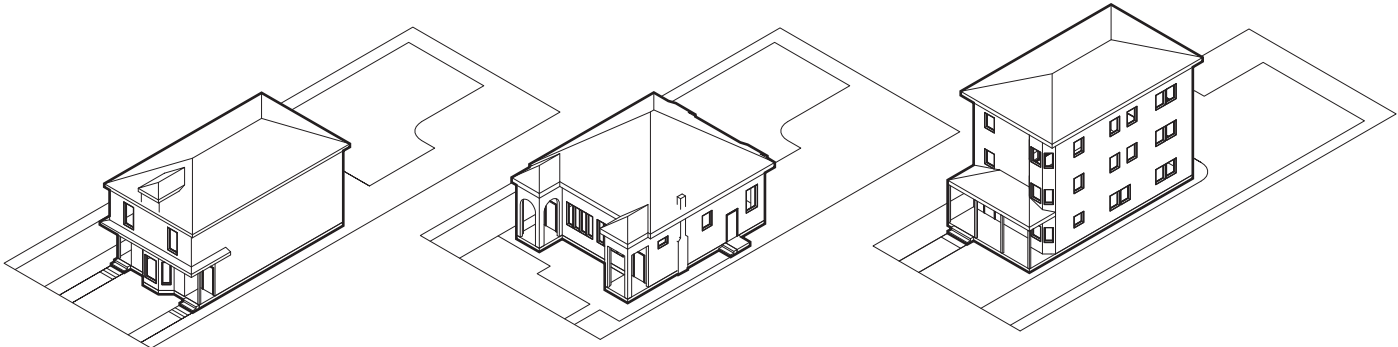
This would allow for small-scale, middle-density multifamily projects buildings such as duplexes, triplexes, fourplexes, and cottage courts. If the City of Weslaco adds this classification, they should also consider removing small-lot (i.e. duplex, townhouse) options from R-2. This will create clearer zone options for residential construction. This proposed classification

Multifamily Housing Types



Figure 7.7 | Multifamily Housing Types

Missing Middle Housing Types



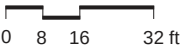
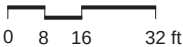
Duplex - Stacked
13-16 units/acre
Unit: 1,008 sf
Num. of Units: 2
Lot: 0.13 acres

Duplex - Side-by-Side
11-14 units/acre
Unit: 612 sf
Num. of Units: 2
Lot: 0.14 acres

Triplex
20-25 units/acre
Unit: 1,008 sf
Num. of Units: 3
Lot: 0.12 acres

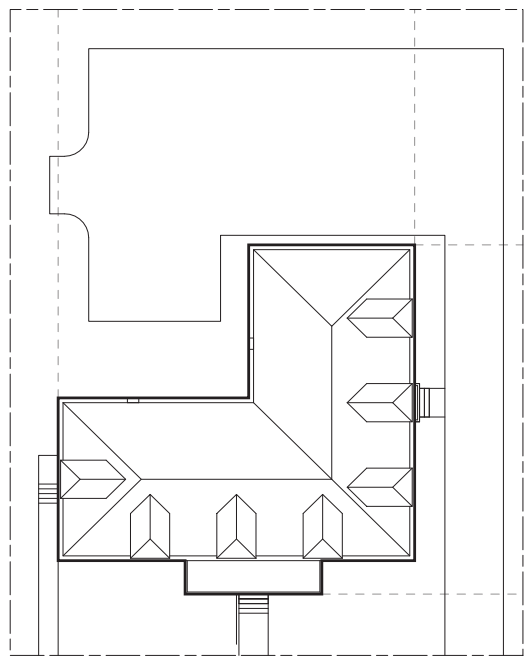
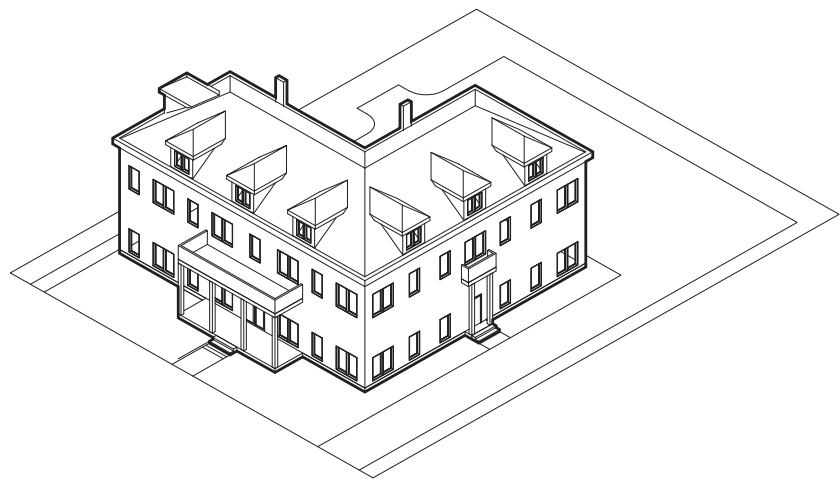
Fourplex
18-22 units/acre
Unit: 1,200 sf
Num of Units: 4
Lot: 0.18 acres

Cottage Court
12-14 unit/acre
Unit: 840 sf
Num. of Units: 6
Lot: 0.43 acres

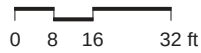


Note: Housing Typologies Adapted From Parolek, *Missing Middle Housing*.
Figure 7.8 | Missing Middle Housing Types

Missing Middle Housing Types



Multiplex
35-48 unit/acre
Unit: 765 sf
Num. of Units: 12
Lot: 0.25 acres



supports multifamily housing types that fit well with existing historic neighborhoods. It will also promote the addition of “Missing Middle” housing types in new subdivisions, bridging the gap between single-family homes and larger apartment buildings.

As Weslaco considers revising Chapter 150: Zoning Ordinance, the following zoning strategies will help accommodate common “Missing Middle” housing types (Parolek 2020, 104-150).

- Duplex*
- Reduce minimum lot size to be interchangeable with single-family lots. Can be as narrow as 35 feet.
 - Allow for Accessory Dwelling Units
 - Allow for conversion of single-family homes into duplexes

- Triplex*
- Reduce minimum lot size to 30 feet
 - Allow for three-story height
 - Locate in higher intensity use zones

- Fourplex*
- Reduce minimum lot width to 50 feet
 - Regulate a maximum building width and depth
 - Can exist in single-family zones
 - Allow for increased density of up to 35-40 units per acre
 - Allow for placement on corner lots by reducing front and side setbacks, as well as parking requirements

- Cottage Court*
- Regulate maximum height at one or one-and-a-half stories
 - Regulate minimum width and depth for the courtyard at approximately 25 feet
 - Reduce side setbacks
 - Allow for narrower drives when alleys are not present.
 - Do not allow for parking in courtyards

Note: These typologies and policy recommendations are adopted from Parolek, Daniel and Arthur C. Nelson, Missing Middle Housing: Thinking Big and Building Small to Respond to Today’s Housing Crisis. This is an excellent source for additional information on the topic.

Initiative
Intensify zoning to increase quantity and diversity of housing.

In Weslaco today, the vast majority of residential land is zoned for single-family use. This is a normal state of affairs in U.S. cities, where today it is illegal to build multifamily housing on 75% of all residential land (Badger and Bui 2019). Still, while the benefits of single-family homes are clear—many people value the privacy, stability, and financial benefits of owning their own home—the legal exclusion of multifamily housing from a community also has negative impacts: reducing housing choices for residents, decreasing affordability, lowering overall residential density, increasing commute times, reducing overall energy efficiency, and increasing greenhouse gas emissions.

This initiative describes ways to intensify residential use along commercial corridors and seams, especially in R-2 Duplex & Apartments and B-4 Neighborhood Office District zones. In these areas, city officials can consider the following policy initiatives to incentivize the construction of multifamily units:

Density bonuses. This policy initiative allows developers to build more housing—i.e. bigger buildings or more units—in a given zone in exchange for the inclusion of affordable units. This approach can provide more housing units for the community, increase the diversity of housing options for residents, increase profits for developers, and raise overall residential density in an area.

Inclusionary zoning. This policy initiative is similar, except that it actually requires developers to include a certain percentage of affordable units in new projects. This approach is more regulatory than density bonuses, so it runs the risk of alienating developers. Still, inclusionary zoning ensures that low- and middle-income individuals—who are often priced out of centrally located, well-serviced areas—can afford to live in the city. Since inclusionary zoning adds to the net number of affordable units, it does not displace financially vulnerable populations—which is good for residents and for the stability of the local workforce (Embarq).

Land Assembly and Graduated Density Zoning. This approach describes a variety of ways to consolidate smaller plots of land into larger ones that are capable of supporting more intense uses. For example, graduated density zoning (GDZ) provides financial incentives to developers who propose higher-intensity uses on larger plots of land and lower-intensity uses on smaller plots of land (Embarq). In Weslaco, this approach could

Note: Housing Typologies Adapted From Parolek, *Missing Middle Housing*.
Figure 7.8 | Missing Middle Housing Types

encourage developers to pursue the higher and best use of the few large parcels that remain.

Accessory Dwelling Units. Chapter 8 describes the possibility to zone for Accessory Dwelling Units (ADU), which are small, auxiliary residential dwelling units that operate as additions to existing homes. ADUs can increase housing affordability for homeowners and tenants while increasing housing options in the community. Used strategically, ADUs can be a valuable part of a comprehensive strategy to increase housing options in Weslaco.

Minimize on-site parking requirements for multifamily projects. US cities maintain two billion parking spaces for just 250 million cars and trucks (Liberty 2021). This eight-to-one ratio is expensive to build, difficult to maintain, and prevents affordable growth. Weslaco can join other cities by reducing required parking for new multifamily projects, especially when they are centrally located or have less than fifty units.

Initiative
Revise Subdivision Regulations and Policies to support multifamily housing, integrated street network, parks requirement.

The Limitations of Normative Subdivision Plans

In the United States most housing is built by private developers responding to a combination of consumer preferences, land availability, government subsidies, and zoning regulations to deliver a product. For a combination of these reasons, the majority of new housing developments built since the Second World War have emphasized single-family, owner-occupied, detached buildings on large lots (Figure 7.9, Figure 7.10).

Lack of housing diversity. While normative subdivisions offer residents a number of benefits—privacy, stability, tax advantages, and the investment potential of owning their own home—they also fail to provide much choice to consumers. Though some of the developments provide a variety of architectural styles, sizes, and price points to choose from, the homes are almost exclusively single-family. The lack of multifamily housing—townhouses, duplexes, and courtyard apartments—locks out the fastest growing demographics in the housing market: singles, elderly people who live alone, and couples without children. It also denies housing opportunities to

households that cannot afford a traditional mortgage.

Lack of mixed-use programming. Most of the subdivisions also lack mixed-used programming. While higher-end developers are increasingly adding lifestyle amenities—pools, tennis courts, playgrounds—these elements are typically managed by the Homeowner's Association. This arrangement provides very little opportunity for other market elements—locally owned businesses, services—to exist in the neighborhood.

Lack of physical integration. Another shortcoming of normative subdivisions involves their lack of physical integration. The cul-de-sac streets patterns make for spatially isolated, inward facing communities, with limited entrances and exits. Fortunately many of these new subdivisions have sidewalks. Still, since the sidewalks often lack shade trees and don't connect easily to surrounding areas, residents don't typically walk to nearby stores and services. These streets are designed for cars, not for people. This is a quality-of-life issue.

Lack of efficiency. One of the fundamental goals of smart growth is to develop more housing on less land, maximizing the efficiency of the community's investment in roads, water, and sewers. Because of all the single-family housing, most contemporary subdivisions are not especially efficient housing generators—residential densities rarely exceed 5 units per acre. This is surprising, given that the homes are typically built on very narrow lots—fifty feet is a common dimension. This means that the homes do not offer residents much privacy. Ultimately, many contemporary subdivisions offer neither the efficiencies of urban living nor the privacy of traditional suburban life.

The Advantages of Integrated Subdivision Plans

In the United States most housing is built by private developers, who respond to a combination of market conditions, land availability, and zoning regulations. While the City of Weslaco is not in a position to compel developers to change their product, or consumers to change their preferences, officials can create conditions that encourage greater diversity of housing types, more walkability, and a better mixed of uses in subdivisions. To that end, this chapter recommends that the City Revise Code of Ordinances: Appendix B to accomplish these goals.

Normative Subdivision Plan

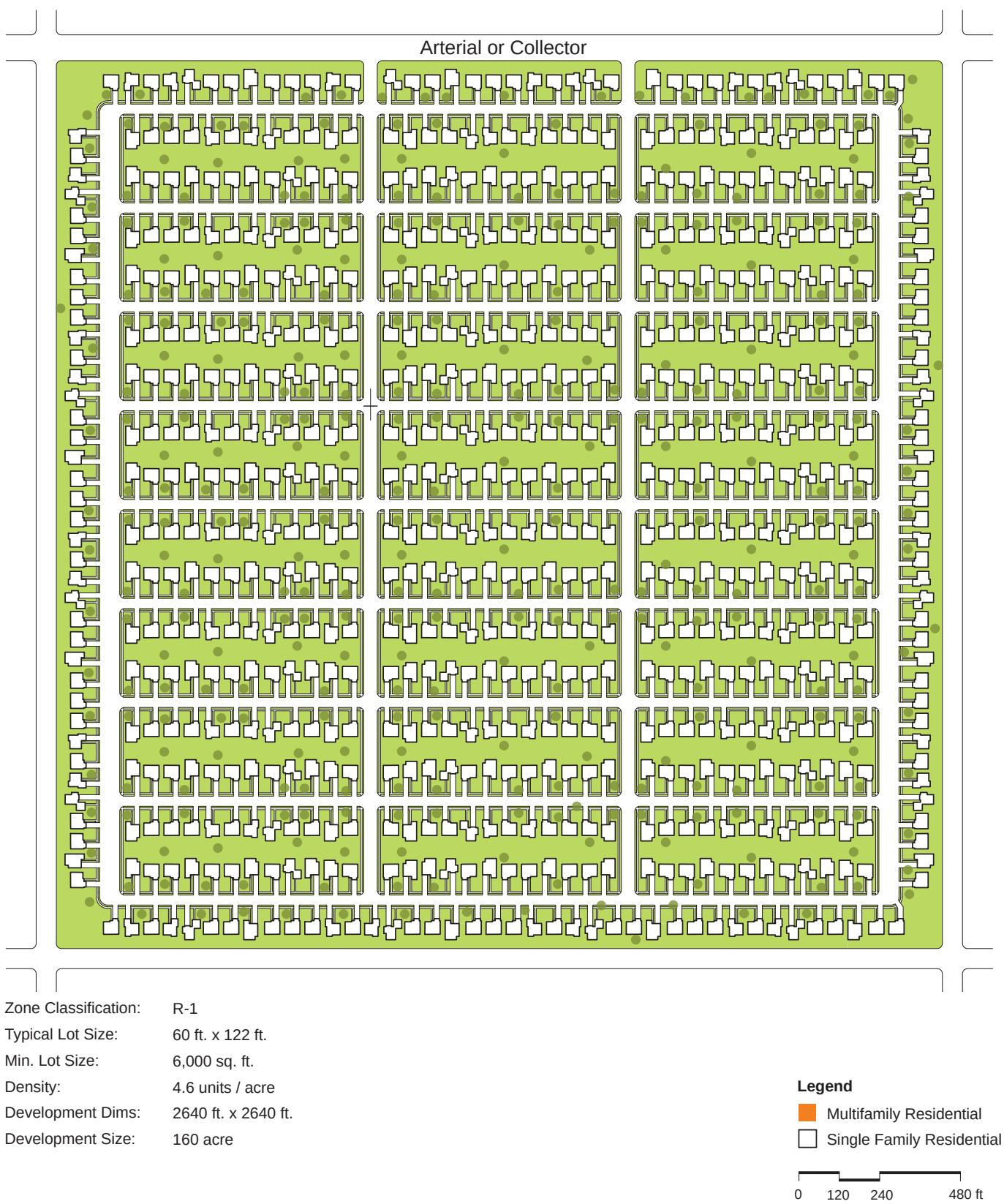
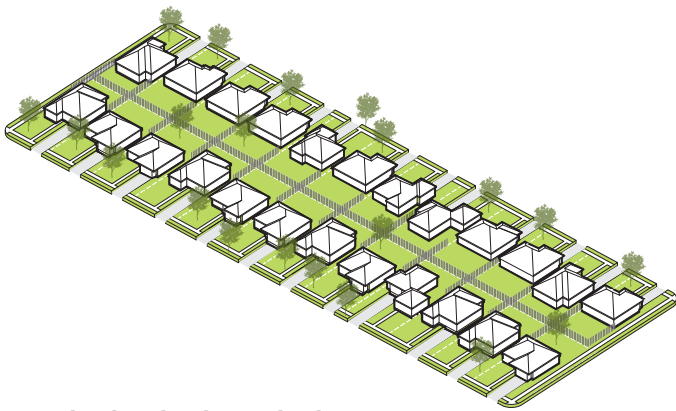
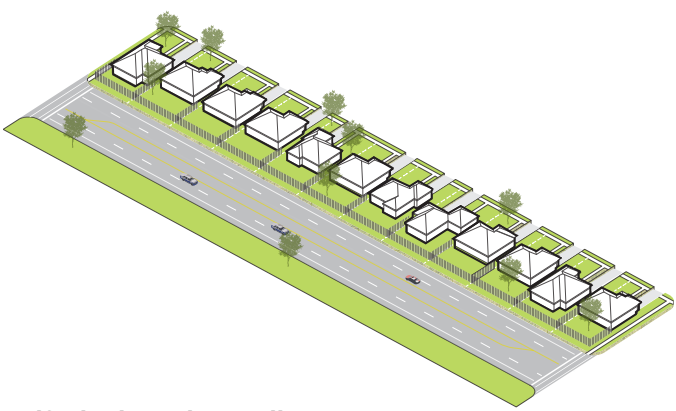


Figure 7.9 | Normative Subdivision Plan

Normative Subdivision Block Types



Standard Suburban Block



Half-Block Facing Collector

Legend

Multifamily Residential

Single Family Residential

Figure 7.10 | Normative Subdivision Block Types

Updated subdivision regulations can establish baseline design standards that turn isolated subdivisions into connected communities (Figure 7.11, Figure 7.12, Figure 7.13). Effective design standards will leverage best practices for smart and connected neighborhoods: encouraging retail along the edges, multifamily housing at the edges and seams, single-family homes in the middle, connected street networks that serve pedestrians and bicyclists, integrated parks and recreation, and integrated strategies for storm detention.

Retail along the edges. Supported by this Plan’s proposed 2045 Zone Map, revised Subdivision Regulations can encourage developers to make the edge of neighborhoods available for small- and medium-scale commercial uses that align with B-1 Neighborhood Districts at collector streets and B-2 Secondary & Highway District at arterial streets. This will introduce walkable mixed-use programming into the neighborhood.

Multifamily housing at the edges and interior seams. Supported by this Plan’s proposed 2045 Zone Map, revised Subdivision Regulations can encourage developers to make the edge of neighborhoods available for medium-density housing types, including

multiplex structures. Similarly, the interior seams can accommodate smaller townhouses, duplexes, and courtyard apartments. These “Missing Middle” housing types increase consumer choice, providing options that are smaller than an apartment complex but larger than a single-family house.

Single-family housing in the middle. Of course, the foundation for most of Weslaco’s subdivisions will remain the single-family house. These buildings are best placed in the middle of the neighborhood, buffered from arterial and collector roads. Careful attention should be paid to the relationship between lot size and building type, to ensure adequate yards and spacing. Regulations can incentivize elements like front porches as a way to activate the street.

Integrated street and utility networks. Revised Subdivision Regulations must provide for a safe and integrated network of streets which include traffic control, sidewalks, street lighting, and street trees. Neighborhoods should have multiple entrances and exits, maximizing alignments with adjacent developments to increase continuity and access. Regulations can further activate the street by incentivizing building elements like front porches.

Objective D
Promote Parks and Recreation throughout the City.

Weslaco’s existing parks are concentrated in the center and southern portions of the City (please see Chapter 4). The 2016 Comprehensive Plan process revealed that the current inventory of parks is not sufficient to meet the community’s needs. This programmatic deficit will intensify as Weslaco’s population grows, a scenario that risks straining existing park facilities. Chapter 9 addresses this issue, establishing programmatic and formal standards for all existing and new parks. The goal here is to increase the level of service, while easing costs and maintenance requirements.

This Plan pursues two additional land use initiatives that will increase access to parks & recreation throughout the city. The first involves the creation of a metropolitan trail system that links parks, neighborhoods, and landmarks throughout the city (please see Chapter 9). This long-term infrastructure investment will positively impact development opportunities, especially in the northern portions of the city. This Plan proposes to construct the trail system on converted irrigation canals, drainage ditches, and streets by leveraging existing rights-of-way. The trail system will operate as a linear park, providing active and passive recreational opportunities for pedestrians and cyclists throughout the city. It will also introduce passive recreational opportunities at current and future regional water detention facilities, highlighting and supporting local habitats and birdwatching opportunities.

A second set of initiatives leverages relationships between the City of Weslaco and community partners. For example, by locating new neighborhood parks on school properties owned by Weslaco Independent School District (WISD), the City and WISD can share acquisition, development, and maintenance costs for parks and recreation facilities. Similarly, this Plan proposes that the City produce Subdivision Regulations and Policies that require developers to provide neighborhood parks in new developments.

Initiative
Leverage City-wide Trail Network to incentivize targeted development.

Regulations should also establish open space easements along existing drainage ditches and irrigation canals, creating linear parks and trails around residential

areas. Chapter 9 provides a comprehensive framework for this approach at the metropolitan scale.

Initiative
Revise Subdivision Regulations and Policies to provide for accessible parks, recreation, and stormwater management.

Neighborhood parks and recreation. Chapter 9 provides prototypical design guidelines for neighborhood parks. These guidelines provide standards for programming, planting, circulation, seating, and shade. By requiring developers to embed small-scale parks into new neighborhoods, the City can increase resident access to parks and recreation. Well-designed parks will become integral and well-used elements of new suburban neighborhoods (Figure 7.13).

Integrated stormwater detention. The design guidelines for neighborhood parks provide for integrated stormwater detention at the corners of each park. These detention areas will support local habitats and passive recreation. This means that the location and design of neighborhood parks must account for local topography and drainage patterns. Stormwater detention can also be integrated into the seams between residential properties, particularly at the rear portion of the lot (Figure 7.13).

Objective E
Protect the health of local ecosystems to elevate overall quality-of-life.

As Weslaco grows, it must promote growth patterns that support the health of local and regional ecological networks. In order to accomplish this, the City should integrate urban growth with existing wetlands, floodplains, productive farmland, and wildlife habitats. Broadly, this means policy makers must balance the community’s economic health with its environmental health. More specifically, this will require pursuing land use policies that prioritize some areas for development while protecting other areas from development.

A big part of this effort involves coordinating land use and zoning policy with the City’s approved Storm Water Improvement Plan. This Plan is already protecting health, safety, and property by maximizing the City’s capacity to drain water during storm events. The City can further advance these efforts by aligning land use and zoning with the Plan’s Proposed Floodplain

Integrated Subdivision Plan: Quarter-Section



Figure 7.11 | Integrated Subdivision Plan: Quarter-Section

Integrated Subdivision Plan: Block Types

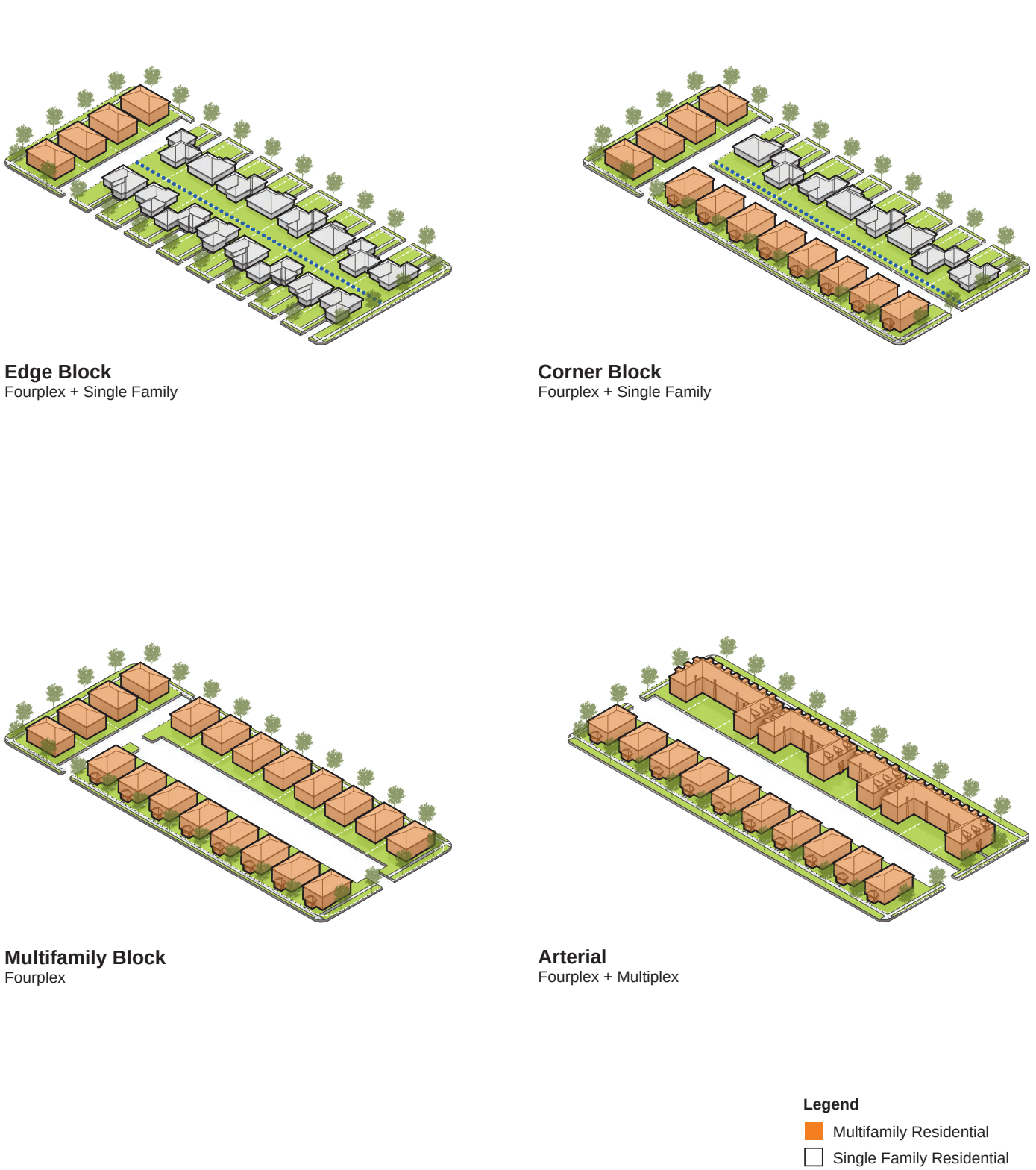
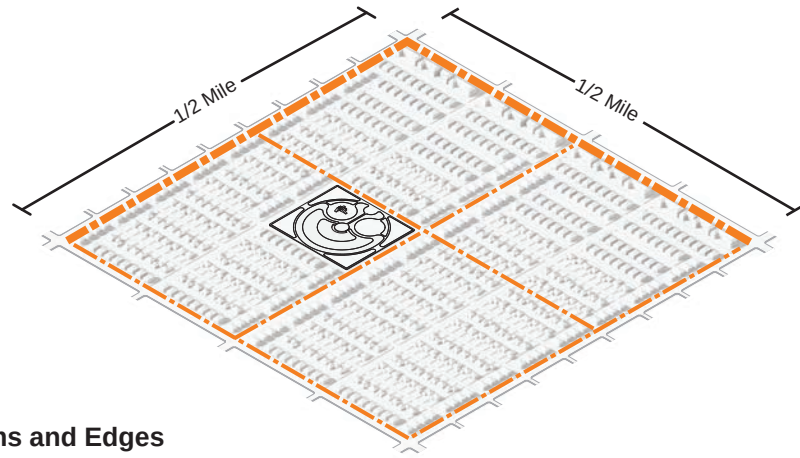
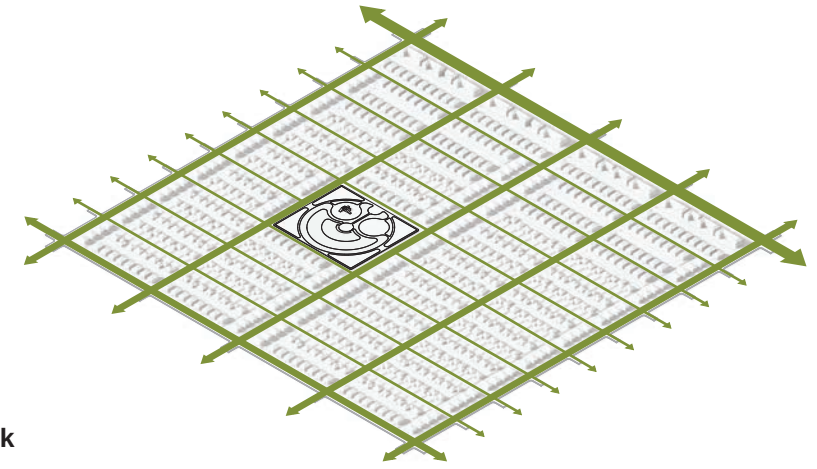


Figure 7.12 | Integrated Subdivision Plan: Block Types

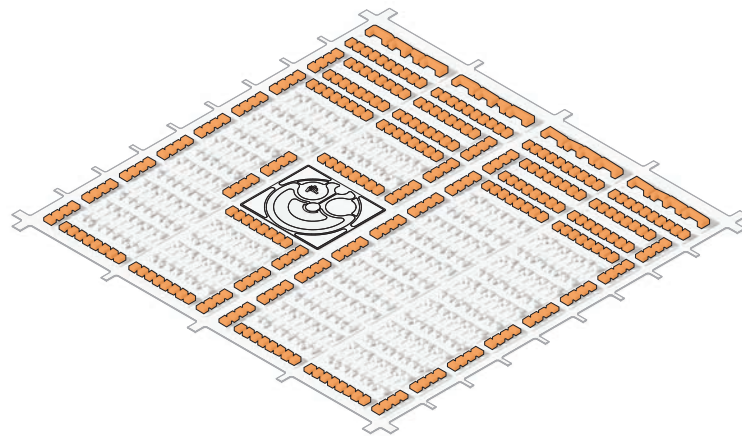
Principals for Integrated Neighborhood: Quarter-Section



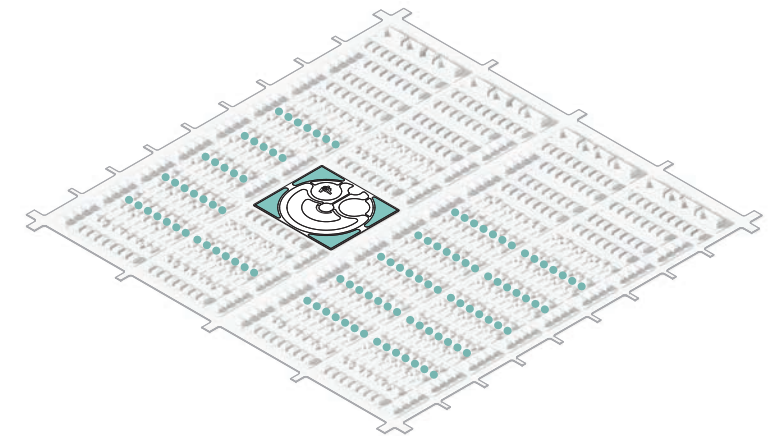
Multifamily Zone at Seams and Edges



Integrated Street Network



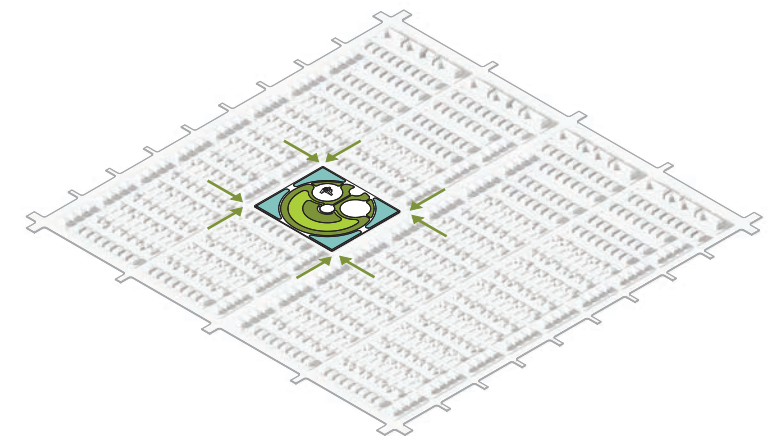
Multifamily at Edges



Strategic Water Detention



Single-family in the Middle



Neighborhood Park

Figure 7.13 | Principals for Integrated Neighborhood: Quarter-Section

Maps. Doing so will proactively avoid expensive and dangerous conflicts between urban development and flooding.

Initiative
Implement LID Design Guidelines at building, neighborhood, and city scales.

Low Impact Development (LID) describes a system of stormwater management that leverages natural processes to infiltrate, filter, evapotranspire, store, and reuse stormwater as close to the source as possible. LID minimizes many of the negative impacts of urban development by removing pollutants from storm runoff, improving overall water quality, saving potable water by reusing greywater for irrigation, supporting native wildlife habitats, and minimizing overall infrastructure costs. While LID strategies alone cannot replace traditional engineering stormwater management strategies, they can reduce the burden to relocate stormwater via pumps, pipes, culverts, detention basins, and storm sewers.

LID strategies may be especially helpful given Weslaco’s extensive flooding and ongoing investments in infrastructure for stormwater management. The City of Weslaco could consider implementing LID Strategies at three scales:

Building scale. The City of Weslaco can partner with Rio Grande Valley Stormwater Task Force to organize an educational program covering LID strategies and nonpoint source water pollution. These workshops would benefit home and business owners who are interested in learning more about LID strategies. LID can operate at the scale of the building, by introducing rainwater harvesting systems; at the scale of the driveway and parking lot, by increasing infiltration and introducing bioretention; and at the scale of the site, by introducing native plant species and greywater recycling. Several demonstration projects are already available, including Weslaco’s Valley Nature Center.

For more information please see the following: https://rgvstormwater.org/mpc_projects/valley-nature-center-weslaco/.

Neighborhood scale. Perhaps the most impactful way to expand the use of LID in Weslaco is to write the practices into Subdivision Rules and Procedures. While some communities and developers fear that LID

guidelines can increase cost, LID can actually save money in numerous ways (EPA):

- roadside bioswales can reduce the amount of pavement, curbs, and gutters
- bioretention can eliminate the need for piping and detention basins
- compact residential lots can increase units for sale and reduce site costs
- preserving natural features can increase sale price of residential lots
- saving existing trees and vegetation reduces landscaping cost and stormwater volume

This Plan recommends that the City of Weslaco develop a set of illustrated LID design guidelines for their Subdivision Regulations and Policies. For more information, please see the following: <https://www.epa.gov/smartgrowth/codes-support-smart-growth-development>

County Scale. Another way to expand the use of LID in areas adjacent to Weslaco is to request that Hidalgo County implement LID development rules and regulations for areas that fall within the ETJ of county municipalities. These LID requirements could apply to residential and non-residential subdivisions, commercial site plans, private streets, and in some cases the public right-of-way.

Initiative
Protect environmentally sensitive areas.

Land use policy must protect the beauty and function of environmental systems by minimizing potentially negative impacts of urban development. In Weslaco, two of the most serious impacts involve increased flooding and threats to groundwater quality. The City can protect itself against these negative outcomes by focusing development away from environmentally sensitive areas and minimizing the impacts of necessary urban development.

Avoid development in riparian zones and floodplains. Riparian zones are environmentally sensitive areas that occur along watercourses and water bodies (Figure 2.2, Figure 2.3). Two of the most common examples include flood plains and streambanks (USDA). These zones enjoy uniquely rich soil and vegetation characteristics, often functioning as critical habitats for local flora and fauna. Not surprisingly, these zones are especially

vulnerable to negative impacts of development like pollution, runoff, and erosion. Land use policy should discourage development in riparian zones and floodplains in order to preserve overall environmental health in the community. In practice, this means dedicating floodways as permanent open space, and avoiding development in floodplains whenever possible (Planokc 157).

Minimize the impacts of urban development. When it does become necessary to develop in or adjacent to a riparian zone or floodplain, land use policy should seek to reduce overall densities and quantities of impervious surface (i.e. roofs, roads, and surface parking) or incorporate buffers into the project design. One of the biggest threats posed by misplaced urban development comes from nonpoint source pollution, which occurs when rain washes surface pollutants into lakes, rivers, wetlands, and groundwater supplies. In all cases, land use policy should prohibit urban development that risks polluting groundwater recharge areas.



Image 7.2 | Protect ecosystems along ditches and canals | CURPR

Develop conservation easements in sensitive areas. Conservation easements allow landowners to leverage the financial potential of their property while agreeing to protect natural habitats and scenic open spaces from development. Conservation easements, which are monitored by the Texas Agricultural Land Trust, are legally binding, written into property deeds, and exist in perpetuity. Land owners retain the title to their property, are eligible for tax benefits to offset their land’s development potential, and often continue their day-to-day agricultural operations. The City of Weslaco can

present landowners in sensitive environmental areas with information about the benefits, costs, and details of conservation easements. This presentation might even involve a representative from the Texas Agricultural Land Trust. More information about the conservation easement application process is available online at the Texas Agricultural Land Trust.

Initiative
Coordinate 2045 Land Use and Zone Maps with City-approved Drainage Plan.

The City of Weslaco must align projected growth trajectories with the approved Storm Water Improvement Plan. This will be necessary in order to ensure efficient, sustainable growth patterns, protect property, and safeguard public health and safety. The 2045 Land Use and Zone Maps are critical tools in this effort, providing both a spatial framework and policy tool for coordinated growth (Figure 7.3). These maps reflects several core objectives:

- Preventing high-intensity urban development in floodplains
- Preserving wetland ecosystems by buffering them with parks and open space
- Identifying opportunities to create open space easements along existing drainage and irrigation canals
- Leveraging existing drainage and irrigation canals to create linear parks and trails that connect residential areas throughout the city
- Leveraging existing and planned regional detention facilities to create passive recreation opportunities for residents across the city

08 Future Downtown Revitalization

Objectives

- A Leverage Downtown's historic assets to establish unique destination for tourists and residents
- B Increase programmatic amenities for Downtown tourists and residents
- C Develop integrated, walkable infrastructure that encourages mixed use programming
- D Expand support for new and existing Downtown businesses
- E Increase housing options for current and future residents

For much of the past decade, the City of Weslaco has focused the majority of its civic energy on flood control. With the continued success of the Storm Water Improvement Plan, the time has come for the community to look beyond existential threats and begin to think about other fundamental issues like quality-of-life and community aesthetics. Both will be critical to the long-term success of Weslaco's Downtown District. Today, Downtown occupies one square mile area in between Pike Blvd. to the north, 6th St. to the south, Border Ave. to the west, and Bridge Ave. to the east. This square mile lies in the geographic center of the City. Still, if Weslaco's Downtown is to reclaim its position at the center of civic life, it must provide visitors and residents with an elevated experience, one that makes them want to come Downtown more often and stay longer.

Generally, this Plan proposes an incremental approach for Downtown redevelopment, building on the district's many strengths while addressing its identified weaknesses. The Plan does not recommend quick or wholesale change for Downtown for several reasons: first, there is not much remaining vacant land to build on Downtown. This means that significant redevelopment would require razing existing buildings. This type of urban renewal can be financially and environmentally costly. It also can have significant social costs, including resident displacement. Second, Downtown's greatest asset is its cultural and physical heritage, which lives in the community's memories, traditions, and rituals; it also lives in Downtown's buildings, streets, and trees. The community should protect these assets to ensure growth with continuity.

To that end, this Plan recommends that city officials seek to list Downtown Weslaco on the National Register of Historic Places. A successful listing will recognize Downtown's significant historical, architectural, and

cultural value while making significant tax benefits available to property owners. A related set of initiatives seek to enhance the Downtown's existing streetscape, significantly improving the pedestrian experience. This investment would add shade, seating, natural habitats, and water detention to Texas Boulevard, Missouri Ave., and Kansas Ave.. Other initiatives address the program, proposing the addition of an outdoor art gallery, parklets, and new businesses to fortify existing civic anchors. Other initiatives suggest ways to add infill housing to the Downtown area.

An incremental approach to redevelopment does not mean sitting back and waiting for something good to happen. An incremental approach can only work if the community prioritizes the initiatives, then pursues them with strategic urgency. The initiatives in this Plan seek to create a positive feedback loop: making highly strategic investments in public infrastructure in order to spur private development, which will in turn attract more people and dollars Downtown. The starting point for this loop will be to elevate people's experience of Downtown.

This chapter does propose two big ticket items: the first involves extensive streetscape improvements, which this Plan recommends as the highest priority for city officials. The second involves the development of a Downtown Event Center and Hotel, which will also require a significant investment and long-term planning. Both initiatives seek to bring new people, programs, and money to the historic center of Weslaco.

This chapter finally proposes a list of policy and economic mechanisms to accomplish the initiatives. Economic and community development are closely linked. Without a strong local economy, communities will not have the financial resources to move forward. In Weslaco, the Downtown District must reassert itself as the center of economic, cultural, and civic life. It already has many of the necessary assets to achieve this status. The proposals put forth in this Plan will strengthen the District's role in the city and region, contributing to Weslaco's long term success.

Objectives A

Leverage Downtown's historic assets to establish unique destination for tourists and residents.

Downtown Weslaco is home to critical physical heritage including the Weslaco Water Tower, Villa de Cortez, and Mayor Joe Sanchez Public Library. Texas Boulevard

is also the site for cultural events like the Santa Dash, Christmas Parade, and the Alfresco Festival. Weslaco's physical and cultural heritage offers significant economic and cultural value. So a successful redevelopment strategy will begin by leveraging these community assets. This is the first step to elevating the experience of residents and tourists who use Downtown Weslaco, making it an unforgettable place to work, live, play, and shop. The following initiatives describe policy and programmatic strategies to advance this goal.

Initiative

Submit Downtown to National Register of Historic Places.

One way to advance the redevelopment of Downtown is to increase financial resources for building owners. To accomplish this, the City can submit Downtown Weslaco to the National Register of Historic Places. The National Register represents an official federal list of sites, structures, objects, and districts that contain significant historical, architectural, archeological, and cultural value and are therefore deemed worthy of preservation. The National Park Service maintains the list, which is authorized by the National Historic Preservation Act of 1966 (National Park Service). A few examples of nearby historic districts include the Oblate Historic District in Mission in Hidalgo County, Rio Grande City Downtown Historic District in Starr County, Fort Ringgold Historic District in Starr County, Roma Historic District in Starr County, and Central Brownsville Historic District in Cameron County. Details and complete application documents are available for all Texas Nominations to the National Register of Historical Places via the Texas Historical Commision website (Texas Historical Commission 2020, "Texas Historic Sites Atlas").

Summary of Benefits. A listing on the National Register confers a number of benefits to property owners including increased prestige, an incentive to preserve the property, information about historic properties for local and statewide planning purposes, increased opportunities for tourism and economic development, and basic eligibility for financial incentives, including federal and state tax credits for the rehabilitation of historic buildings that can cover up to 45% of an investment. Additionally, property owners will encounter no additional control over properties unless they apply for the tax credits (Texas Historical Commission, "Preservation Tax Incentives").

Criteria for Historic District. In order for districts, sites, buildings, structures, objects, and districts to qualify for the National Register, they must be at least 50 years old and be associated with significant historical events; associated with the lives of significant historical people; demonstrate distinctive design characteristics; or provide important information about prehistory or history. In order for Downtown Weslaco to qualify as an Historic District, it must consist of a geographically defined area, and possess "...a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development (National Archives, "Part 60 National Register of Historic Places")." Typically, a State Historic Preservation Office (SHPO) initiates the nomination process. This means that the City of Weslaco would contact the Texas Historical Commission in order to gather the forms necessary to begin the nomination process.



Image 8.1 | Villa de Cortez is a landmark in Downtown Weslaco | CURPR

Obligations or Restrictions for Property Owners. Listing a property or district on the National Register places no restrictions on what building owners can do with their property, up to and including razing it. Property owners only incur obligations when their property is involved in a federal or state funded, permitted, or licensed projects like the ones described below. Participation in these types of projects is completely voluntary for property owners within a Historic District (National Register of Historic Places, “FAQ”).

During the Addendum process, City officials expressed a general resistance to expanding regulations on Downtown property, which suggests that the City of Weslaco should not seek to establish Downtown as a local historic district at this time. Regulations associated with local historic districts are typically more stringent than those associated with the National Register of Historic Places. If the City of Weslaco designated Downtown as a local historic district, officials would also have to initiate an office of historic preservation and administer a new zoning classification aimed at regulating the exterior appearance of Downtown buildings. Issues like building height, facade design, and construction materials would become part of a standard zoning review. The City of Kingsville recently implemented this type of historic district for its Downtown area. This option doesn’t appear to align with Weslaco’s current priorities for Downtown.

Federal Historic Preservation Tax Incentives. This federal program incentivizes private sector investment in the rehabilitation and re-use of historic buildings. Since its inception in 1976, the program has leveraged over \$102.64 billion in private investment while helping to preserve 45,383 historic properties. The program offers a 20% income tax credit to support the rehabilitation of historic, income-producing buildings. The Secretary of the Interior, through the National Park Service, must certify the buildings as historic structures. Throughout the process, the National Park Service and State Historic Preservation Office review the rehabilitation work, making sure that it satisfies the Secretary’s Standards for Rehabilitation. When the work is completed, the Internal Revenue Service allows tax credits for qualified rehabilitation expenses. The federal rehabilitation tax credits do not apply to Owner-occupied residential properties. Technical Preservation Services certifies about 1200 projects per year, leveraging approximately \$6 billion annually in private investment for the rehabilitation of historic buildings throughout the

United States (National Park Service, “Tax Incentives for Preserving Historic Properties”).

Tax Benefits for Historic Preservation Easements. A historic preservation easement permanently protects an historic property by establishing a voluntary legal agreement between a land owner and a preservation or conservation organization. The easement places restrictions on the development of or changes to the historic property, while making the property owner eligible for tax benefits, such as a Federal income tax deduction (National Park Service, “Tax Incentives for Preserving Historic Properties”).

State of Texas Tax Credits. The Texas Historic Preservation Tax Credit Program, which went into effect on January 1, 2015, established a new state historic tax credit for buildings listed in the National Register of Historic Places or Recorded Texas Historic Landmarks and Texas State Antiquities Landmarks. The tax credits are worth 25 percent of eligible rehabilitation costs. In order to be eligible, a must be income-producing or non-profit. Owner-occupied residential properties and city offices do not qualify for the tax credit (Texas Historical Commission, “Texas Historic Preservation Tax Program”).



Image 8.2 | Mayor Joe Sanchez Library is a landmark in Downtown Weslaco | Isaac Monter CC 3.0

Initiative
Start a City of Weslaco Historic Foundation.

The preservation and advancement of Weslaco’s physical and cultural character is vital to the future of

Downtown. In order to advance this goal, officials from the City or Chamber of Commerce might consider forming a Weslaco Historic Foundation (WHF), to be housed at a local university, the Weslaco Museum, or the Chamber of Commerce. This tax-exempt, chartered organization could champion multiple causes including preserving local heritage sites, maintaining a historical archive, organizing tours of historic homes, coordinating research and education efforts, fund-raising, and pursuing strategic policy aims. Initial funds might come from the Chamber of Commerce or via external grant-funding. First goals would be to hire a part time staff member to establish mission, vision, and values, create a website, develop a funding strategy, and begin establishing preservation programs, projects, and events. Once up and running, the WHF could pursue multiple initiatives including the following:

Train new historic preservation advocates. Downtown Weslaco would benefit from expanding the number and capacity of historic preservation advocates. With new skills and strategies, advocates can help to advance physical and cultural continuity for Downtown Weslaco. A representative from a newly-formed WHF might coordinate this initiative, working in collaboration with the National Trust for Historic Preservation. In order to initiate this process, a representative from Weslaco would contact the Houston office of the National Trust for Historic Preservation to schedule an educational presentation about historic preservation advocacy.

Representatives of the WHF might also consider joining the Preservation Leadership Forum. This is an online platform maintained by the National Trust for Historic Preservation that connects users to historic preservation webinars and grant funding for projects. Representatives from Weslaco can attend the National Trust’s “Past Forward” workshop to learn more about historic preservation advocacy. For more information please see www.savingplaces.org.

Send local contractors to the Rehabbers Club. Local contractors and craftspersons can expand their technical expertise and ability to help preserve historic architecture in Comfort. The community can leverage San Antonio’s large pool of historic preservation and restoration experts for this purpose. The WHF might kick this off by putting local contractors in contact with the San Antonio Office of Historic Preservation. The San Antonio Office of Historic Preservation’s Rehabber Club offers training,

certification, community events, and networking to support historic renovation projects. Contractors and craftspersons in Weslaco can participate in workshops and certified training courses covering topics like historic wood window repair, abatement, and porch repair. For more information please see www.sarehabberclub.com.

Lead the effort to put Downtown on the National Register of Historic Places. As we have seen in previous Initiatives, federal and state governments provide tax incentives to restore historically significant buildings that produce income or house non-profit organizations. Property owners within Weslaco’s Downtown District could benefit by gaining access to these tax credits. The WHF could lead and coordinate the application process for Downtown, which begins with a formal inquiry to the Texas Historical Commission.

Start a Historic Preservation Tax Credit Education Program. If the application to the National Register of Historic Places is successful, the WHF could then collaborate with the Chamber of Commerce to implement a Historic Preservation Tax Credit Education Program for Downtown business owners. This process would begin with a request to the Texas Historical Commission’s Tax Credit Program Specialist and Tax Credit Reviewer to schedule a tax incentive workshop in Weslaco or online. Another option would be for members of the WHF to attend the annual Real Places conference in Austin, Texas. This conference covers a number of historic preservation related topics, including state and federal preservation tax incentives. Attendees could then return to Weslaco, schedule their own event, and present information that they collected at the Real Places conference. For more information please see www.thcfriends.org.

Work with a historic preservation specialist. Heritage tourism helps preserve architectural character and expand local economies in small, historically-distinct communities like Weslaco. The WHF, in collaboration with the Chamber of Commerce and local business owners, can work with a consultant who specializes in developing economic strategies related to historic preservation. This consultant would help Weslaco leverage its local heritage to expand the local service economy. For example, the UTSA Center for Cultural Sustainability has multiple faculty experts who are available to collaborate on projects. For more information please see www.ccs.utsa.edu.

Document Weslaco’s physical heritage with a 3D Lidar Map. Light Detection and Ranging (LIDAR) technology reflects beams of light off of physical surfaces in order to create an accurate and detailed surface map of an object or space. This technology can help to document Weslaco’s critical physical heritage sites, providing accurate and detailed information to support future preservation and development projects. The WHF can utilize LIDAR spatial mapping to create digital 3D models of local architectural heritage sites. Several options are available to procure the required funding: one approach is to apply for a Historic Resource Survey Funding from the Texas Historical Commission’s Texas Preservation Trust Fund. Another strategy is to apply to become a partner in the United States Geological Survey’s 3D Elevation Program, which funds the acquisition of LIDAR data. For more information please see www.thc.texas.gov and www.usgs.gov.

Seek financial assistance for restoration from the National Trust Investment Corporation (NTCIC). In order to procure investment funds for restoration work within its Downtown District, the WHF or Chamber of Commerce can work with property owners in the Historic District to create an investment package to present to the National Historic Trust’s Investment Corporation. This organization supports architectural heritage, community development, and renewable energy initiatives by providing Federal and State Historic Preservation, Low-Income Housing, Renewable Energy, and New Markets Tax Credits. Since the year 2000 they have raised over \$909 million in equity for historic tax credit projects (National Trust Community Investment Corporation). For more information please see www.ntcic.com.

Document oral histories to extend Weslaco’s living heritage. The WHF can help preserve cultural heritage by documenting the stories of local residents in audio recordings housed at a local library, university, Weslaco Museum, or in a new digital online archive. StoryCorps, a national non-profit organization whose mission is to preserve and share stories, provides training, support, and recording services to help communities like Weslaco preserve their heritage. Residents can make use of StoryCorps’ DIY program, which is available through a free trial. The WHF can also ask StoryCorps for additional training or partner with them to collect, record, and preserve the community’s oral histories. “Recuerdos de mi Familia,” sponsored by TexasTejano.com, offers a similar program to share and preserve

the stories of Hispanic families, lives, and histories. For more information please see www.storycorps.org and www.texastejano.com.

Ask Partners for Sacred Places to support local churches. Local religious congregations and the buildings that they occupy offer a spiritual center for the daily lives of many Comfort residents. Financial support for the physical operations of these organizations will reinforce their critical contributions to the community while protecting Weslaco’s living and physical heritage. Leaders from Weslaco’s religious community can contact the nonprofit organization Partners for Sacred Places, whose mission is to build the capacity of historic sacred places to better serve their communities. A collaboration with Partners for Sacred Places will allow local religious leaders to develop capital campaigns, hold training workshops, and engage more fully with their communities. The larger goal of this initiative is to elevate and increase the use of the historic religious places within Weslaco. For more information please see www.sacredplaces.org.

Objectives B
Increase programmatic amenities for Downtown residents and tourists.

The following initiatives propose ways to attract residents and tourists downtown. Much of this involves improving programmatic options, i.e. giving people more reasons to come Downtown and stay Downtown. The impetus for these initiatives is feedback from the community focus groups, where residents expressed an overall dissatisfaction with Downtown businesses and attractions.

Of course, one of the other great untapped markets in Weslaco is the Winter Texans, who visit from the northern United States and Canada. The regional economic impact of this group is well known. In 2017-18 the Lower Rio Grande Valley (LRGV) hosted 56,700 Winter Texan households, each making an average expenditure of \$9,314. The cumulative expenditure was \$528 million in the U.S. and \$32 million in Mexico (UTRGV, “The Winter Texan”). 82% of the Winter Texans live in a mobile home or RV park, including one of at least a dozen in and around Weslaco. While many of the visitors come for birdwatching and nature tourism, they also need places to shop and eat. Downtown Weslaco would benefit by giving them more reasons to spend their money Downtown.

Initiative
Catalyze New Downtown Anchors.

Downtown benefits from a number of existing institutional, civic, and commercial Anchors. Downtown’s existing Anchors include:

- South Texas College
- Villa de Cortez
- Weslaco Museum
- Weslaco Water Tower
- Weslaco Water Tower Theater
- The Eatery
- Mayor Joe Sanchez Library
- Weslaco City Hall
- Sam Houston Elementary School



Image 8.3 | Historic Weslaco Water Tower is a landmark in Downtown Weslaco | CMH2315FL CC 2.0

Still, in order to create a critical mass downtown, Weslaco must continue to add Anchors. This Addendum proposes that the best way to catalyze high-quality infill growth is by investing in infrastructure. That is why a significant portion of this chapter describes investments in a continuous network of streets, sidewalks, and parklets that—when complete—will knit together the space and program of Downtown. This Addendum proposes the following infrastructures, which are detailed in other portions of this chapter:

- Streetscape Improvements
- New Gateways to The Business District, Downtown District, and Historic District
- Parklets spread throughout Downtown
- Two Arts Alleys

Collectively, these infrastructural investments have the potential to catalyze new anchors at critical locations. Given the scarcity of available Downtown land, the City should encourage developments that leverage each parcel of remaining land for its highest and best use. The following discussion lists potential Downtown development sites and speculates about potential programs (Figure 8.1):

- Potential Future Anchor Sites:*
- A W. Pike Blvd. and N. Border Ave.: Future commercial development or multiplex housing
 - B W. Railroad St. and S Republic St.: Future South Texas College program
 - C W. Railroad St. and S. Missouri Ave.: Future multifamily residential or structured parking to support retail along Texas Blvd.
 - D W. 4th St. and S. Nebraska: Future multifamily residential
 - E 412 S Texas Blvd.: Built in 1974, the former Wells of Weslaco Clothing Store holds great potential as an adaptive use project. The structure’s historical significance and central location would make it an excellent candidate for civic use. One potential new program for the 10,360 sf space would be a community theater. This venue could host selected performances by ITheatre at the Tower. The venue could also accommodate a movie theater, playhouse, art openings, small conferences, and other special events. The space includes a surface parking lot in the rear to help accommodate public events.
 - F S. Kansas Ave. and Railroad St.: This undeveloped site could be a linchpin for future Downtown development. Surface parking is rarely the highest

Proposed Downtown Infrastructure and Future Anchor Sites



Figure 8.1 | Proposed Downtown Infrastructure and Future Anchor Sites

- and best use of a piece of valuable land. This Addendum proposes a New Conference Event Center and Hotel for the site. Alternative uses might include a stand alone hotel, a stand alone event center, an expanded business incubator for UTRGV, a food hall/restaurant incubator, an office building
- G E. 5th St. and S. Kansas Ave. This site has been functioning as an informal market space. If programming for this concept is sufficient, then the design of the plaza can be formalized. Alternatively, this lot could support efforts to expand the Mayor Joe Sanchez Library. It also would have significant potential for a well-designed multifamily housing development.
 - H Business Highway 83 E. and S. Oregon Ave.: This site features a collection of empty and underutilized lots that, if reassembled, could support up to an 8-acre commercial or mixed-use development. This site could also provide an alternative, larger parcel for the Event Center and Hotel, currently proposed for the S. Kansas Ave. west of City Hall. Care should be taken to preserve the residential structures on the south and southwest portions of this site.
 - I Railroad St. and Bridge Ave.: Much of this site will be dedicated for Emergency Operations, including a Police and Fire Station. There is a 2.5-acre parcel on the western portion of the site that remains open and would be appropriate for a civic or governmental use.
 - J E. Pike Blvd. and Texas Blvd.: This 1.7-acre site is currently home to a national auto parts retailer. Located at the northern entrance to the Downtown district, this site has tremendous visibility—it is the first thing visitors see as they enter Downtown from Interstate 2. In the future, if this site became available, this would provide an outstanding location for a visitor's center, museum, hotel, or additional civic function.

Initiative
Develop Alley Arts Project.

Alleys are narrow corridors behind adjacent residential and commercial properties that provide service, vehicular, and/or residential access. The quality and character of alleys in Weslaco varies significantly: in some residential areas the alleys remain unpaved and are in need of upkeep. Many of the alleys in Downtown Weslaco, however, are fully paved and remain in good condition. While these alleys serve an important service function—allowing for trash pickup and the delivery of utilities—this infrastructure remains unused for most

hours of the week. This Plan proposes putting selected Downtown alleys to work as art galleries.

The immediate goal of this initiative is to develop and improve the pedestrian experience of Downtown. Alleyways provide a distinctly urban element in Weslaco. Given the Downtown's relative lack of public parks and usable civic space, these existing, underutilized corridors offer a relatively quick inexpensive way to expand Downtown's amount of programmable, pedestrian-oriented public space. An Alley Arts Project would provide a venue for residents to gather once or twice a month and celebrate community arts. This event could happen regularly on the First Friday or Second Saturday of each month. Monthly art openings would allow students or local artists to display and sell their work. Art teachers in the Weslaco ISD might choose to get involved, for example coordinating an end-of-the semester showing. Other Potential Partners include local arts or merchant organizations.

An Alley Art Gallery Project would require minimal intervention, simply the installation of pedestrian lighting, inexpensive hardware to display art, temporary seating, and some landscaping. A more ambitious treatment could include special paving, accommodations for bicycle traffic, and stormwater control measures. The City's initial goal should be to transform a single alley block into a usable public space. This initiative recommends beginning with the alleyway directly west of S. Texas Blvd., in between W. 4th St. and 5th St. This stretch of alley is paved, has virtually continuous wall surfaces, and is directly adjacent to vital stretches of S. Texas Blvd. and S. Missouri Ave. If successful, the program can expand north to W. 3rd St and south to W. 6th St. This three-block stretch would provide a dynamic, exciting environment to celebrate art in Weslaco. For guidance, Weslaco can consult multiple national programming models, including the "Alley Art" scene in Alpine, Texas (Street 2021) and the Frank Norris Alley Project in San Francisco, CA (Groundplay).

Initiative
Develop Downtown Conference Center and Hotel.

A new Downtown Conference Center and Hotel would expand Weslaco's capacity to host conferences, public and private events, and attract tourists. The proposed location at Business Highway 83 and S. Illinois Ave. is centrally-located: just one block from the stores and restaurants along Texas Boulevard, the site offers a

Alley Arts Project



Before



After

Figure 8.2 | Alley Arts Project

view of the historic Cortez Hotel and direct access to City Hall, Weslaco Area Chamber of Commerce, and UTRGV Center for Innovation. These facilities would become an indispensable economic and cultural asset for Weslaco.

A conference center typically caters to business events, including annual meetings, trade shows, seminars, or small business conventions. Conference centers provide large meeting and banquet areas, as well as smaller dedicated meeting rooms with dedicated audiovisual capacity for presentations. Conference centers can be distinguished from event centers, which depending on their size cater to smaller occasions like weddings, parties, and bridal showers, parties or larger gatherings like concerts. social or cultural events and any type of event that would require a jovial setting and all desired amenities. Event centers don't typically provide as many dedicated business amenities as conference centers, but enjoy relationships with local vendors who are able to provide food, security, furniture rentals, etc.

Downtown has limited conference space available, with much of it dedicated to functions associated with City Hall, Weslaco Area Chamber of Commerce, and UTRGV Center for Innovation. The City of Weslaco currently is also fortunate to have a number of smaller event centers that cater to weddings and smaller business functions. These venues do an excellent job of providing for local functions, yet do not provide the capacity to host business conferences, small conventions, and larger special events.

Many cities the size of Weslaco and smaller already have an event or conference center. The proposed Weslaco Event Center would provide two-thirds the capacity of the Mission Event Center, which is located in a city twice the size of Weslaco. A proposed Weslaco Event Center could provide conference, ballroom, and banquet spaces.

A future Downtown Conference Center would almost certainly require an associated hotel. The Weslaco Area Chamber of Commerce lists fourteen current hotels, with most located adjacent to Interstate 2 and none downtown (Weslaco Area Chamber of Commerce). The proposal in this Plan proposes an adjacent hotel that is comparable in size to the recently constructed Hampton Inn Weslaco. This hotel could cater to conference attendees as well as tourists who are interested in staying in the Downtown area.

Event Center Comparison			
City	Population	Venue	Square Footage
Mission	83,567	Mission Event Center	40,000
New Braunfels	57,740	New Braunfels Civic Conv. Center	50,000
Weslaco	40,160	Proposed Conference Center	22,000
Cleburne	29,337	Cleburne Conference Center	17,856
Paris	25,171	Love Civic Center	13,000
Eagle Pass	26,248	International Center for Trade	20,000
Coriscana	23,770	IOOF Event Center	20,000
Palestine	18,712	Palestine Civic Center	25,000

One significant challenge for this type of project would be locating a site, as vacant land is limited. This Plan examined several options:

Business Highway 83 and S. Illinois Ave. This site currently provides parking for Weslaco City Hall, the Weslaco Area Chamber of Commerce, and the UTRGV Center for Innovation. There are no current development plans for this site. While the site provides important parking for civic functions, parking is rarely the highest and best use for a centrally located site. The proposal in this Plan examines the possibility to develop a conference center and hotel on the site. As currently conceived, the proposal pushes the limits of the site and would displace much of City Hall's current parking capacity. One solution to this scenario is a shared parking arrangement between the Event Center, Hotel, and City Hall. Since peak office use occurs Monday-Friday and hotel/conference events max out on the weekends, the arrangement could work well. Nonetheless, off-site spillover parking would likely be required when the Event Center was hosting large events. One potential location for additional parking is the 2.5-acre lot that the City owns directly west of the

Potential Weslaco Event Center and Hotel

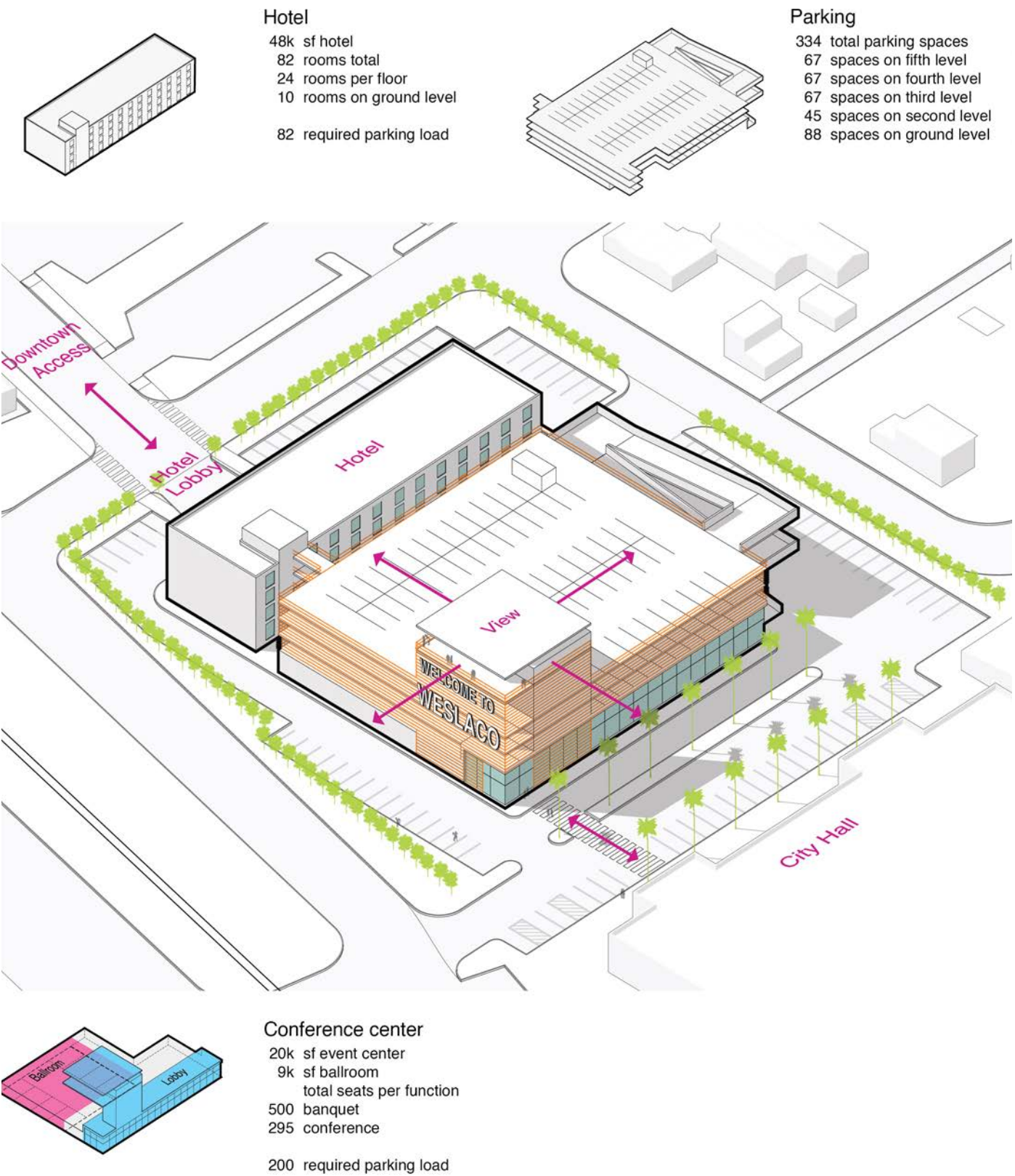


Figure 8.3 | Potential Weslaco Event Center and Hotel

future Police and Fire Stations, currently planned for Business Highway 83 and S. Bridge Ave.

Business Highway 83 and S. Bridge Ave. Much of this site is being developed for a future Emergency Operations Center and Police and Fire Stations. One 2.5-acre lot remains which could house a small conference center. This location would be a convenient location for training events related to emergency operations and public safety, though sound proofing could be an issue given the proximity to a future Police and Fire Station.

Business Highway 83 and S Utah Ave. This 4-5 acre site is privately owned. The site is currently occupied by a 33,000 sf building with limited remaining lifespan. The City owns the property directly to the west, which is scheduled to become a municipal swimming pool. If combined, these sites would provide a 7- 8 acre site capable of hosting a conference center and associated programs.

Business Highway 83 E and S. Oregon Ave. This site features a collection of empty and underutilized lots that, if reassembled, could support up to an 8-acre project. This site would provide a larger, roomier option for the Event Center and Hotel than the site at Business Highway 83 and S. Illinois Ave. Structured parking would likely still be required. Care should be taken to preserve the residential structures on the south and southwest portions of this site.

Objectives C

Develop integrated street and sidewalk network that supports walkable, mixed-use programming.

In order to catalyze Downtown's redevelopment, the City of Weslaco must think beyond considerations of function, focusing on the quality of people's experience. One way to do this is to develop a walkable, integrated street and sidewalk infrastructure that serves all users—pedestrians, bicyclists, drivers, and emergency responders—while encouraging a healthy mix of retail, office, and housing programs. In order to create a network of great Downtown streets, Weslaco should focus on the following design principles:

- Balance pedestrian and car infrastructure. Great streets must be easy for pedestrians, bikers, and drivers to navigate. Cars cannot dominate the space of the street. This means slowing down traffic and making room for a range of transportation options.

- Mix uses and modes. Ground floor retail and pedestrian uses should spill out onto the sidewalk, blurring the distinction between public infrastructure and private space.
- Support surrounding neighborhoods. Great streets support and fit into the neighborhood context. This means maximizing connections while also articulating clear transitions from commercial streets to nearby residential neighborhoods
- Maximize destinations. People must want to come Downtown, stay Downtown, and return Downtown. This means there has to be plenty to do for people of different ages; during different times of the day, week and year; and for individuals and groups.
- Maintain identity & image. Great streets must be clean, well-maintained, and highlight local identity.
- Activate the edges. First floor storefronts should be as transparent and active as possible, maximizing interaction between the inside and outside.
- Add pedestrian amenities. Great streets need trash cans, lighting, bike racks, seating, and shade.
- Proactively manage the street. An active management program must do more than keep the street safe and clean and safe. It also has to program the street with regular civic and cultural events.
- Program by the season. Seasonal strategies, like holiday markets, parades and recreational activities activate the streets on a year-round basis.
- Serve diverse user groups. Great streets must provide different activities for different groups, making sure that no one group dominates the space or makes others feel out-of-place (Project for Public Spaces, "Qualities of a Great Street").

Initiative

Initiate a comprehensive Downtown streetscape improvements program.

The streets and sidewalks in Downtown Weslaco are well-maintained, providing a consistent transportation network that keeps cars and pedestrians safe. Still, if Weslaco is going to truly elevate people's experience of Downtown, the City must go further, embarking on a comprehensive streetscape improvements program for Downtown Weslaco. This chapter, along with Chapter 10: Future Transportation, proposes an approach.

The following toolkit focuses on improving Downtown's primary north-south thoroughfares: Texas Blvd., Missouri Ave., and Kansas Ave. These improvements include the addition of shade trees, lighting, seating, wayfinding, parklets, curb extensions, and stormwater detention and

Downtown Streets Toolkit

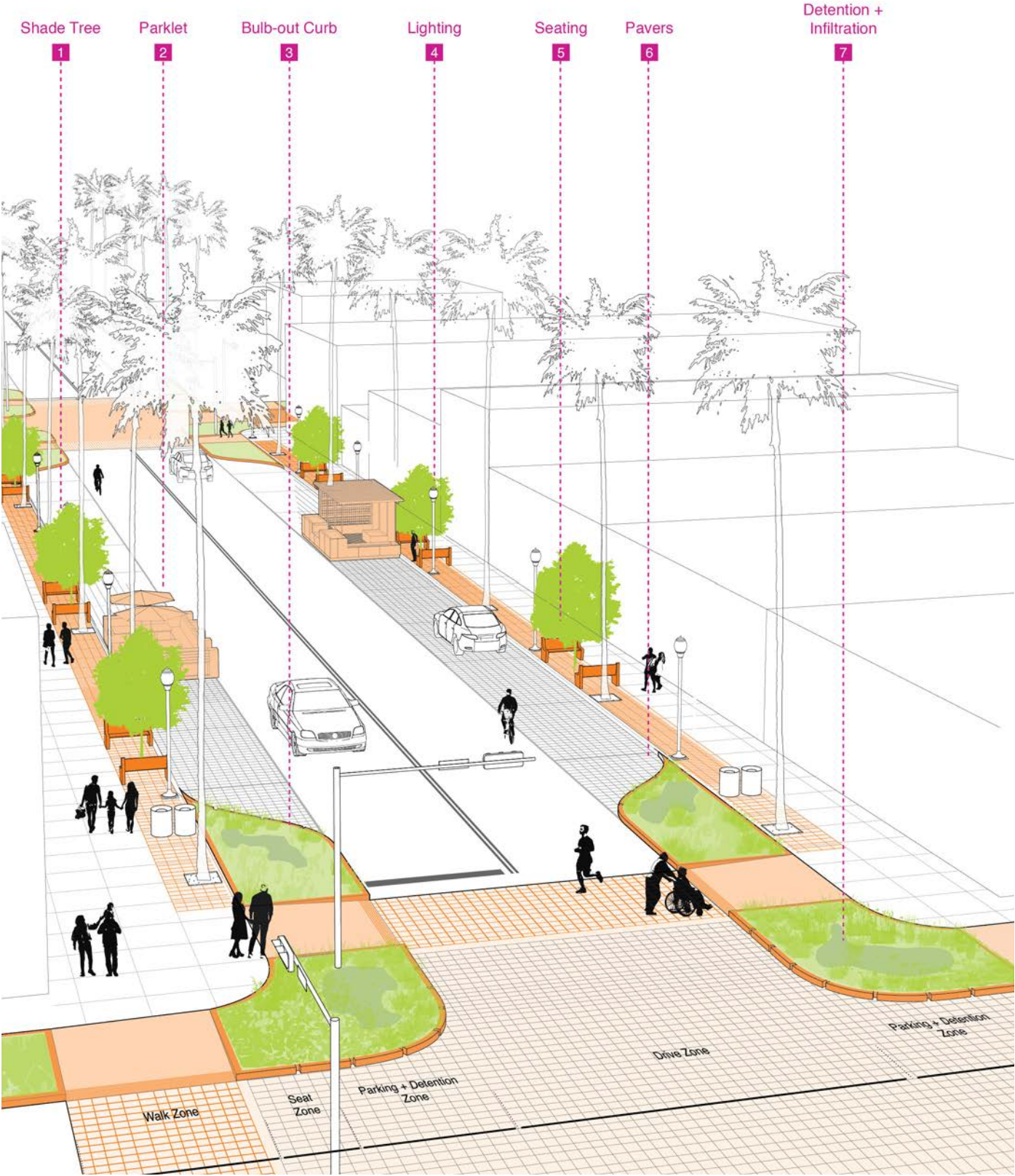
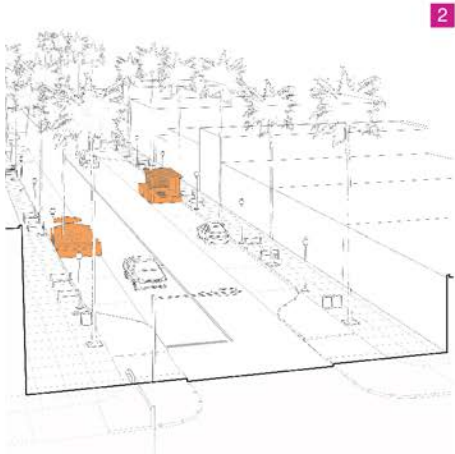


Figure 8.4 | Downtown Streets Toolkit



2 Parklet

Strategically-located Parklets add urban green space, shade, and place for people to sit down. These amenities will elevate the pedestrian experience of downtown while supporting local businesses. Parklet programs can be simple, at times offering pedestrians nothing more than a shady place to sit down and rest. Other times the programs can be more involved, providing patio seating for a restaurant that wants to expand capacity. Parklets are typically constructed on existing parking spaces, leveraging street infrastructure that is already in place. Since Parklet construction is semi-permanent, the structures can also be relocated periodically as Downtown needs change. Parklets can be managed in several different ways:

City-Owned Parklets. These structures would be sponsored, built, and maintained by the City. The structures can remain in place for an extended period of time, operating to support civic programs, for example Native Habitat Parklets and Photo-Op Parklets.

Fixed Commercial Parklets. These would be sponsored and maintained by downtown businesses. A typical use would be patio seating for a restaurant that wants to expand dining capacity.

Moveable Commercial Parklets. These would be sponsored and maintained by downtown businesses. The parklets are lightweight and temporary, to be set up and broken down daily.



3 Curb Extensions

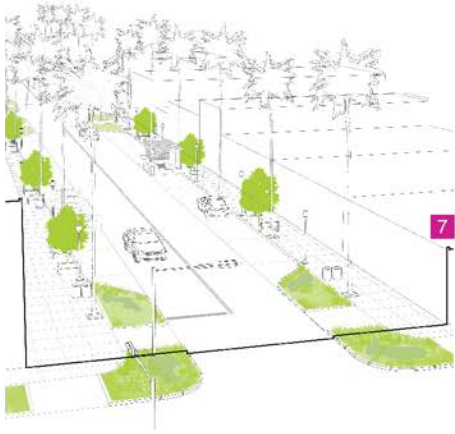
Curb extensions provide for narrower streets and intersections which are designed for people, not automobiles. Narrow streets slow down traffic by tightening the intersection and encouraging slower turning speeds. They also reduce the distance required for pedestrians to cross streets. This makes crossing the street easier, which is important for community members who have mobility challenges—for example the elderly and people who use wheelchairs.

Wayfinding. This primarily supports visitors who need help getting oriented and comfortable in unfamiliar surroundings. This type of wayfinding aids tourism and helps the economy of the city. There is an aesthetic component to wayfinding, as the style of graphics and communication must align with the character of the place.



6 Pavers

Utilize standard concrete pavers at intersection and crosswalk. Utilize permeable concrete pavers at parking stalls.



1 4 5 Shade Trees, Lighting, Seating

Seating Zone. The seating zone is portion of the sidewalk between the curb and the walking zone that accommodates pedestrian comfort with amenities such as street furniture, shade trees, lighting, bicycle parking, benches, newspaper stands, and utility poles. It also creates a division between space of the street and the space of the sidewalk.

Walking Zone. This is the accessible pedestrian pathway. It provides a safe and adequate place to walk and must maintain a width of 8–12 feet.

Frontage Zone. This is the portion of the sidewalk that lies directly adjacent to the building facade. It accommodates entryways, doors, and signage.

7 Detention and Infiltration

Sustainable stormwater management, which increases infiltration and detention, reduces the pressure on engineered systems. It can happen at the interior of a block or on the corners. By detaining remaining storm water close to the source, this practice can reduce ponding, roadway flooding, groundwater pollution and storm sewer overflow. The detained rain water can also improve Downtown's urban ecology by supporting microclimates, air quality, and adding an aesthetic component to the public realm.

infiltration (Figure 8.1, Figure 8.4). Chapter 10 similarly proposes a series of improvements for secondary east-west connectors: Los Torritos St., 1st St., and 4th St.

Potential funding sources. Street improvements are typically funded through a combination of sources: city and county operating budgets, local government bond issues, State and federal funds, as well as special programs. The fact that Texas Blvd., Missouri Ave., and Kansas Ave. are not local roads might actually increase the funding opportunities for the proposed streetscape improvements. The Transportation Improvement Program, managed by the Rio Grande Valley Metropolitan Planning Organization (MPO), allocates federal transportation funds. These funds typically require a 20% match from State and local sources. The federal funds can be applied to the construction of road, transit, and related transportation projects. The funds typically don't typically cover land purchase and design fees.

Texas municipal governments with populations similar to Weslaco have leveraged this program to fund street improvements. For example:

- The City of Grapevine, TX, (2019 population 53,317) was awarded \$500,000 by the Federal Highway Administration and TxDOT Green Ribbon program. This project will plant over 350 adaptive and native trees, along with landscape enhancements including shrubs, grasses, as well as a drip irrigation system and pavers within the medians. (Grapevine Parks & Rec)
- The City of Texarkana, TX, (2019 population 36,688) was recently awarded \$2,310,247 for preliminary engineering and construction of the Kennedy Lane Bicycle & Pedestrian Improvements as a part of the TxDOT's Transportation Alternatives Set-Aside Program (TXK Today 2021).

The City of Weslaco can work with the MPO to pursue these funding sources, as well as consider more traditional local funding mechanisms, i.e. Public Improvement Districts (PID), municipal bonds, etc.

Initiative

Develop a Downtown Parklet Program.

Parklets offer an economical way to enhance the activities of the street in historic downtown areas. Parklets add urban green space, offer new sidewalk

amenities to pedestrians and support local businesses. The new sidewalk amenities can be simple, for example offering pedestrians with a shaded place to sit down and rest. Other times they are more involved, for example providing patio seating for a restaurant that wants to expand their capacity.

Parklets are typically constructed on existing parking spaces, leveraging street infrastructure that is already in place. Since Parklet construction is semi-permanent, the structures can also be relocated periodically as needs and businesses change.

Parklets are most appropriate along streets with a posted speed limit of 25 mph or less. A Public Works Department should review all proposed locations to make sure that all safety concerns are met, including those related to traffic counts and visibility (Contra Costa Public Works Department 2016).



Image 8.4 | Downtown parklets provide affordable and flexible public amenities | Zorro2212 CC 4.0

This Plan imagines three general categories of Parklets for Downtown Weslaco:

City-Owned Parklets. These parklets are sponsored, designed, built, and maintained by the City. The structures remain in place for an extended period of time, operating as Downtown pocket parks that cater to different civic programs. Potential civic programs include:

- **Native Habitat Parklets:** For example, a Parklet can be strategically planted to provide natural habitats

Downtown Parklets



Figure 8.5 | Habitat Parklet



Figure 8.6 | Restaurant Parklet

for plants, butterflies, and birds. These Parklets can support educational programming related to birdwatching, sponsored by a community partner such as the Weslaco ISD, Estero Llano Grande State Park (Figure 8.5).

- Photo-Op Parklets: These structures would be positioned next to Downtown landmarks, such as the Weslaco Water Tower or The Villa de Cortez, providing users with a prime vantage point to take a photograph, which they may subsequently post to social media.

Fixed Commercial Parklets. These parklets are permitted by the City, but sponsored, designed, built, and maintained by Downtown businesses. The structures remain in place for an extended period of time, to be renewed yearly. While these Parklets provide dedicated space for a single establishment during business hours, they must remain open for public use during daytime hours, even if the business is closed. A typical use would be patio seating for a Downtown restaurant that wants to expand dining room capacity (Figure 8.6).

Moveable Commercial Parklets. These parklets are permitted by the City, but sponsored and maintained by Downtown businesses. The parklets are lightweight and temporary, to be set up and broken down daily. When the parklet is not in operation, the space is available for public parking. Businesses can apply for a specific window of operation: Morning (8am-12pm), Afternoon (12pm-3pm) or Evening (6pm-9pm).

For tips on implementing and managing parklet programs, Weslaco can consult successful national models, such as the Contra Costa County Parklets Program (Contra Costa Public Works Department 2016) or the Shared Spaces program in San Francisco (sf.gov).

Initiative
Consolidate Downtown parking options to maximize redevelopment opportunities.

As Weslaco attracts more people, programs, and services to the Downtown, it will also need to increase parking capacity. Currently, most of Downtown’s capacity resides in public and private surface lots located along Texas Blvd., Missouri Ave., and Kansas Ave. Texas Blvd. also offers parallel parking continuously from Pike Ave. to 6th St. Similarly, Missouri

Ave. and Kansas Ave. offer head-in/angled parking in the commercial areas south of Business Highway 83 and parallel parking in the residential areas north of Business Highway. 83.

How should the City expand these options? Anecdotally, Downtown parking works well for visitors, residents, and workers. The 2016 Comprehensive Plan disagrees with this assessment, stating that the area lacks 900 parking stalls (Gonzalez De La Garza and CFZ Group 2016, 47). This Addendum does not include an updated comprehensive parking analysis. Still, the Addendum suggests that as city leaders redevelop Downtown, they bear in mind that people do not come downtown for free and easy parking. For that, people go to the mall. People come downtown for a high-quality experience, which requires more buildings, more development, more things to do—not more parking. This means that the highest and best use of downtown land is rarely surface parking. In the U.S. context, downtowns that offer free and easy parking to visitors do so because there is not much demand for the land.

So as Weslaco redevelops its Downtown area, it must remember that successful urban environments support people and programs first, then cars. As redevelopment takes hold and the demand for Downtown parking grows, land value may reach an economic tipping point where structured parking becomes viable. At that point, it will be important to have one or two strategically located sites available for garages. These structures will complement the existing garage on S Missouri Ave. at W 3rd St. Currently, potential locations exist around S Missouri Ave. at 6th St., S. Kansas Ave. and Business Highway 83 E., and Texas Blvd. and E. Pike Blvd. Shared parking arrangements offer another way to optimize capacity and minimize the amount of land that is lost to parking infrastructure.

Objectives D
Expand support for new and existing Downtown businesses.

Weslaco’s location within the Mid-Valley Region of the Lower Rio Grande and proximity to Mexico continue to position the community for strong demographic and economic growth. The recent additions of the Texas A&M University-Kingsville Citrus Center, UTRGV Center for Innovation and Commercialization, and the continued expansion of the Knapp Medical Center will only increase Weslaco’s economic prospects. To leverage

these circumstances, Weslaco must continue to pursue economic policies that attract new residents, capture regional job growth, support existing businesses, and maintain the City’s capacity to provide public services for current and future residents.

In order to do so, the City of Weslaco should advance a strategy for the Downtown District that expands opportunities for small businesses and entrepreneurs, diversifies retails and service options, expands tourism through branding and marketing, and focuses on quality-of-life issues. Many of these efforts are already underway via the Weslaco Area Chamber of Commerce and Economic Development Corporation of Weslaco. The following initiatives are intended to advance and focus these efforts.

Initiative
Fully incorporate ecotourism and birdwatching into the City’s brand.

The process of branding helps a community define how it sees and represents itself to the world. Branding benefits city leaders and residents, helping to clarify the type of place their community already is or aims to become, then establishing policy priorities to help achieve that vision. For an urban brand to succeed, it must distinguish a city from its neighbors, while projecting a positive image to attract tourists and new residents. This is also true when branding a downtown district.

When developing a brand for the City of Weslaco and its Downtown, city leaders must think about the type of experience that people will have there. What is it like to visit Weslaco? The Weslaco Area Chamber of Commerce’s website highlights two essential elements of the Weslaco experience: history and nature. The importance of these elements to the experience of Weslaco is difficult to overstate. A significant portion of this Addendum focuses on the importance of reinvesting in physical and cultural heritage. This next initiative focuses on the importance of reestablishing a connection with nature, and specifically bird habitats.

Emphasize weather, landscape, and birds. So much of the reason that people live in and visit Weslaco involves warm weather, lush landscapes, and birds. Residents and visitors to Weslaco already enjoy access to three nature sites: Estero Llano Grande State Park, a World Birding Center; the Valley Nature Center; and Frontera

Audubon. Also, Weslaco’s location within Lower Rio Grande Valley also allows visitors easy access to nine World Birding Centers. The economic opportunity here is difficult to overstate: people in the United States spend over \$800 billion dollars on outdoor recreation each year (Withrow 2019). The market for birdwatching has only grown during the COVID-19 pandemic, providing a total economic benefit of \$41 billion dollars nationally, with 20 million Americans taking trips just to go birdwatching (Fortin 2020; Withrow 2019). To be sure, Weslaco is already leveraging this market, most notably by hosting thousands of Winter Texans each year. Still, Weslaco has an opportunity to capture even more of these dollars by branding itself as a prime destination for ecotourism and birdwatching.

How would Weslaco do this? First, by more fully embedding local ecologies and bird habitats into people’s experience of Weslaco. This Addendum proposes a number of initiatives that will advance this cause: a municipal trail system; regional detention facilities that are reimagined as natural habitats; renovated parks; redesigned Downtown streetscapes that add trees, natural habitats, and passive stormwater detention. The addition of these elements will foreground natural landscapes, healthy ecologies, and birds in Weslaco. Collectively, this will intensify the City’s unique sense of place.

The impact of public art. Another way to cement ecotourism and birdwatching into Weslaco’s brand would be to initiate a public art campaign that installs bird homes throughout the city. For an initial investment of approximately \$15,000, the City could launch an international design competition for bird homes, gathering designs from architects and product designers around the world. A jury of local bird watchers and architects could choose the best one, put it into production, and install dozens or even hundreds of bird homes throughout the City. Local businesses could sponsor one or several bird homes, installing them in high-visibility locations as part of a city-wide public art campaign. These types of international competitions often generate excellent PR for a community or a cause.

Another idea would be to install a large-scale bird-related sculpture at a major Downtown intersection, for example Texas Blvd. and Business Highway 83. This campaign would build on the Chamber’s current efforts to install bird statues at Valley Nature Center and Frontera Audobon. Again, this type of large-scale

gesture would attract significant attention throughout the region while adding another civic anchor to the community. Recently, the City of Atlanta installed a bird statue with a wingspan of 65 feet, weighing 73,000 pounds; while the District of Kollam in India installed a 250 foot tall concrete bird statue. To be sure, the scale of these installations might be out-of-place in Weslaco. Still, an ambitious and beautiful sculpture and yes, even a well-placed spectacle, can transform a place and even a community.

Initiative
Leverage the local Small Business Development Center Support Network.

The UTRGV Small Business Development Center (SBDC) can provide education and business advice to small business owners in Weslaco. Business advisors from the Division of Governmental & Community Relations can help small business owners with Business Growth Planning, Business Plan Development, Financial Analysis, Marketing & Social Media, QuickBooks, International Trade, Innovation (UTRGV). UTRGV SBDC advisors work closely with existing and startup business owners to develop a business plan process, helping them assemble the necessary documents. This assistance has no cost to the client and the work is kept strictly confidential. The Weslaco Area Chamber of Commerce can act as a portal to these services, directing local entrepreneurs and start-ups to contact the UTRGV SBDC.

Initiative
Leverage the UTRGV Center of Innovation and Commercialization.

The UTRGV Center of Innovation and Commercialization opened in Weslaco in 2019. The Center exists as an innovation hub for the Rio Grande Valley, attracting entrepreneurial talent from across the region. Located directly adjacent to Weslaco City Hall, the Center provides a variety of resources and services including co-working space, conference rooms, classrooms, study rooms, makerspace, incubation offices and suites, mentoring services, and accounting, legal, and marketing services. It also houses a business incubator that provides resources including curriculum for start-ups, mailboxes, high speed internet access, video conferencing, community work stations, private office space, and a conference room (UTRGV Center for Innovation and Commercialization).

Initiative
Join Main Street America Network.

The Texas Main Street Program (TMSP) comprises a network of 88 local communities, including nearby Laredo, Rio Grande City, Harlingen, Brownsville, and Kingsville. The TMSP's mission is to "...provide technical expertise, resources, and support for Texas Main Street communities in accordance with the National Main Street Four Point Approach® of organization, economic vitality, design, and promotion." The TMSP focuses on preserving historic resources as a way to reinforce a community's economic, social, and cultural vitality (Texas Historical Commission, "Current Participants"). The program utilizes a Four Point Approach to Downtown Revitalization focuses on Organization, Promotion, Design, Economic Vitality.

If the City were interested in pursuing an application, the Weslaco Area Chamber of Commerce would initiate the process by pursuing funding for the required, full-time Main Street Manager position. The Chamber would then coordinate the application. The official hire for a Main Street Manager would be made after TMSP selects cities in October 2022. There is no application fee.

Initiative
Join a Downtown Association.

One way that Weslaco can gain additional access to information and resources related to downtown revitalization would be to join an organization like the Texas Downtown Association (TDA). Founded 1985, the TDA represents cities of all sizes, economic development corporations, nonprofits, chambers of commerce and merchant associations, and small businesses. The TDA's "...mission is to provide members with resources, advocacy, education, and connections to develop vibrant districts (Texas Downtown Association)." Members are eligible to receive a Downtown Assessment, which brings a team of outside consultants to the community to meet with business owners, evaluate potential renovation strategies for downtown, and discuss solutions.

The TDA sponsors grants, conferences, summer camps, awards, development assistance, roundtables and webinars. Grants are available in amounts from \$500 to \$5000 for items such as travel to grants workshops, downtown lighting, murals, landscaping, and kiosks.

Recent roundtable topics include The Arts & Downtown, Attracting Entrepreneurs, Food Trucks, the Business of Art, and E-Commerce & Social Media. Awards categories include Best Downtown Business, Best Promotional Event, Best New Construction, and Best Commercial Interior. TDA Membership is \$380 for cities with populations between 25k and 50k.

Initiative
Coordinate and extend Downtown business hours.

In order to increase the diversity and depth of choices for consumers, Downtown Weslaco needs to find a way to keep more stores open for longer hours. This would help to increase customer loyalty, while reducing inactive times and areas of Texas Blvd. Local businesses can expand service to local residents by strategically extending their hours of operations. This will require a coordinated effort led by the Chamber. These programs typically target industries and activities, for example extending the hours of business along Texas Boulevard on "First Friday" of every month or the hours of local galleries during a "Gallery Walk" on the second Saturday of every month. The cost to local businesses might be subsidized by the Chamber initially. Alternatively, businesses might decide to participate voluntarily for a defined period of time. For example, businesses could pilot the "First Friday" for 3 months over the summer to gauge the potential impact.

Initiative
Establish and promote a Shop Local Campaign.

During the public forums, residents complained about the lack of high-quality shopping options Downtown. Data from the 2016 Comprehensive Plan process showed that Downtown's leading retail sectors included automotive (8 outlets), gyms (3 outlets), and beauty (14 outlets). While there is clearly a market for these businesses, they also do not offer the type of shopping that typically attracts tourists or residents from other parts of the city. One way to support new types of locally-owned businesses is with a downtown-focused Shop Local Campaign. The successful campaign will include an easily accessible list of locally-owned businesses, economic incentives for consumers (discounts, coupons, gifts), and a list of benefits for participants. While national affiliates such as citidirect.info run similar programs, a more effective and local program could be initiated by the Weslaco Area Chamber of Commerce, which already has a significant

membership directory. This program could supplement or replace the current eGift card program administered by Yiftee.com.

Initiative
Maximize existing financial and administrative tools to revitalize Downtown.

As the City of Weslaco pursues the revitalization of Downtown, it might consider some of the following financial and administrative policy tools to guide strategic growth:

Tax Increment Financing (TIF). Chapter 311 of the Texas Tax Code allows local governments to create TIF Districts to fund infrastructural improvements in designated areas, such as historic downtowns. The City of Weslaco could create a Downtown TIF District to promote existing businesses and attract new ones to the area. In this case, the tax revenues generated by improvements in the district could be used to cover the cost of infrastructure improvements and other revitalization projects in the district.

Municipal Management District (MMD). Local Government Code Chapter 375 allows for the creation of a Municipal Management District (MMD) to coordinate development within a proposed area such as a historic downtown district. MMDs are political subdivisions with the authority to collect property taxes, special assessments, and impact fees. MMDs are put in place to develop and maintain a broad range of items including facilities, infrastructures, services, commerce, housing, or tourism. The Texas Commission on Environmental Quality (TCEQ) must approve the creation of any MMD.

Public Improvement District (PID). Local Government Code Chapter 372 allows municipalities and counties to create PIDs to promote economic development by funding improvements to infrastructure and economic growth. The City of Weslaco can consider establishing a PID to promote the redevelopment of Downtown. A PID can be initiated by either the City Commision or Downtown property owners. Clearly defined districts like historic downtowns are especially good targets for infrastructure improvements. Successful PID's require a concise and realistic action plan as well as an assessment methodology that is agreeable to both property and business owners in the district.

Type A and B Economic Development Sales Tax. Local Government Code Chapters 501, 504, and 505 describe Type A and Type B economic development corporations (EDCs), which authorize cities to collect sales taxes to fund a range of initiatives. The Type A sales tax, the more restrictive of the two types, is intended to assist manufacturing and industrial development. EDCs are allowed to use Type A revenue to fund land, buildings, equipment, facilities expenditures, targeted infrastructure, and improvements for a wide assortment of projects. The Type B sales tax is more flexible. It can fund for any of the Type A project types, as well as projects that target quality-of-life improvements in the community. Type B corporations can fund amateur sports and athletic facilities, tourism and entertainment facilities, convention facilities, public parks, street infrastructure, and affordable housing (Comptroller.Texas.Gov). The Type B sales tax would likely have more direct relevance for Weslaco, given the Downtown improvements proposed in this Plan.

Financial Incentives. Weslaco can consider a variety of additional incentives to encourage new businesses to relocate in Downtown. Some of the more common include special tax rebates, a development fee reduction program, expedited permitting, and targeted tax abatement program for particular types of businesses.

Objectives E
Increase housing options for current and future residents.

In order for Downtown to become more vibrant, it needs to add more people. In order to add more people, it needs to add additional housing—including multifamily and rental units—to the existing mix of commercial programs. The fundamental question for Downtown Weslaco is how to encourage infill housing without generating residential displacement.

Initiative
Strategically upzone Downtown for multifamily housing infill.

Historically, one way that downtowns increase housing supply is by placing apartments, condominiums, and offices to second stories above street-level storefronts. Since most of the buildings along Texas Blvd., Missouri Ave., and Kansas Ave. are single-story structures, this approach would have a limited impact in Weslaco.

Another option would be to add infill housing to the residential fabric west of Missouri Ave. and east of Kansas Ave. Together, these areas contain thousands of single-family homes on hundreds of small residential blocks, which range between 175-250 feet wide and 300-650 feet long. The lots are similarly small, with typical widths ranging from 25-75 feet and depths from 75-150 feet. The lots accommodate mostly one-story shotgun, bungalow, and ranch homes. Schools, churches, and the occasional store complete this walkable, mixed-use neighborhood. While some blocks have been combined to accommodate institutional uses like South Texas College, the historic street grid remains largely intact. Same with the building fabric, although many blocks have one or two empty lots. A successful infill strategy would infill the vacant lots, primarily with small-scale multifamily projects like townhouses and duplexes.

The challenge would be to infill the blocks while maintaining the neighborhood’s delicate physical and social fabric. Currently, most of the residential area is zoned R-1 One-family dwelling district. This is likely preventing significant redevelopment, because most of the lots are too narrow for even small developers to build on profitably. If the City were to upzone significant portions of Downtown to R-2 Duplex and Apartment District, pressure could emerge for developers to combine lots and build apartment buildings. This would be a risky approach that could damage the historical scale of the neighborhood and set off a cycle of elevated property values, higher property taxes, and residential displacement.

A more promising strategy would be to target selected portions of Downtown with either B-4 Neighborhood Office District or the proposed R-5 Small-Scale Multifamily District, which is described in Chapter 7. When selecting locations to upzone, key considerations would include a high percentage of vacant lots and proximity to transportation corridors, for example Missouri Ave., Kansas Ave., Bridge Ave., 6th St. and Border Ave. What Downtown Weslaco needs is a gentle, strategic, and incremental approach to residential infill that puts vacant land back to work while protecting the existing neighbors and neighborhood. In order to strike a successful balance between growth and gentrification, the City should incorporate public policies that combat residential displacement. Some of these are described in the next initiative.

Initiative
Pursue public policies that combat residential displacement.

Currently the City of Weslaco is considering multiple initiatives to advance Downtown development. Some of these include improving pedestrian infrastructure, expanding multifamily housing options, building an Event Center, and applying to list Downtown on the National Register of Historic Places. While increased development can advance quality-of-life and financial prospects for residents, tourists, and business and property owners, it can also have unintended negative consequences. One involves residential displacement, which occurs when rising real estate values, county appraisals, and property taxes force existing residents to sell or vacate their homes and apartments. For this reason, as the City of Weslaco pursues redevelopment strategies, it must also consider parallel strategies to combat residential displacement. A dual strategy that balances new development with the preservation and expansion of affordable housing options will be critical to maintaining the cultural and physical character of Downtown for existing and future residents.

There are three types of displacement that typically occur in redeveloping neighborhoods (Kay 2019, 5):

Direct displacement. This describes a situation where rising housing costs force residents from their homes. In such cases, the non-renewal of leases, evictions, eminent domain, or declining physical conditions of homes renders them uninhabitable, priming the land for future redevelopment and the influx of residents with higher incomes.

Indirect displacement. This describes a slower evolution of the neighborhood, prompted by increasing rents and sales prices. In this case, low-income residents move out and are replaced by new residents with higher incomes. The process of displacement is sometimes sped up by discriminatory policies, such as a ban on the use of housing vouchers.

Cultural displacement. This describes a gradual shift in the types of retail and services in a neighborhood. As the retail sector shifts to accommodate newer, higher income residents, the traditional character of the neighborhood changes, leaving long-time residents with a sense of dislocation, even if they stay in the neighborhood.

City officials have a number of policy alternatives available to help them combat direct, indirect, and cultural displacement. Some of the most common include:

Freezing or capping property tax increases on residents that are vulnerable to displacement. Cities throughout the U.S. are examining tax programs to help retain low-income, seniors, or disabled residents homeowners in redeveloping neighborhoods. The State of Texas already allows for homestead exemptions for residents who are 65 years old or older or area disabled. These exemptions can apply to items like school district taxes or county taxes (Comptroller.Texas.Gov, Taxes).

The City of Weslaco might consider further lowering the tax burden for low-income, seniors, or disabled residents by funding for senior home repair programs, especially in neighborhoods that are experiencing gentrification. San Antonio’s “Under 1 Roof Program” provides one such model. This program replaces damaged roofs with new, energy efficient white shingle roofs. In order to qualify, applicants must own their home, have a current Homestead Exemption, and have a household gross income that doesn’t exceed 80% of the Area Median Income as established by HUD (City of San Antonio, Under One Roof Program).

Building more affordable housing. The best way to expand access to affordable housing is to build more of it. Ultimately, the only way to meet demand and stop displacement is to make it easier for developers to build housing of all types throughout the City of Weslaco, including Downtown. This Comprehensive Plan includes several Initiatives to advance this goal, including upzoning residential areas to allow for multifamily housing. The City should also prioritize the needs of developers who are committed to building middle-income and affordable housing. This could mean expanding current subsidy programs, though the City should resist the temptation to commit all of the city’s housing resources to low-income housing.

Limiting the scale of new residential development downtown. One of the biggest causes of residential displacement is large-scale, housing development marketed towards high-income residents. The City should therefore prohibit large-scale luxury developments in at-risk neighborhoods, including Downtown. As detailed in other portions of this Plan,

the best way to accomplish this is by adding a new zone multifamily zone classification which limits new development to two-story, middle-density housing prototypes.

Expanding voucher programs and public housing options for low-income residents. The Weslaco Housing Authority manages multiple housing programs targeting low-income families. The Housing Choice Voucher program (HCVP), formerly known as the Section 8 Program, is a federal program that helps low-income, disabled, and elderly families make monthly rental payments. In order to be eligible, a family's household income must not exceed 50% of the area's median income. The Weslaco Housing Authority also owns and manages 128 public housing rental units spread across six housing developments in Weslaco. The Low Rent program is a federally funded program to assist low income families with rental subsidies (Weslaco Housing Authority).

Initiative
Encourage Bed-and-Breakfast locations along Kansas Ave. and Missouri Ave.

As Weslaco seeks to increase Downtown tourism, it must also increase convenient lodging options for visitors. The vast majority of the City's hotels are located along Interstate 2; none are within walking distance of Downtown Weslaco. If Weslaco is to increase tourism revenue, it must provide visitors with more attractive lodging options within walking distance of Downtown. Doing so will allow visitors to extend day trips into overnight stays, and overnight stays into weekend getaways.

Given the Downtown's significant residential housing stock and lack of buildable land, Bed-and-breakfast-style lodgings present one practical housing option. AirBnB.com currently lists just one bed-and-breakfast lodging facility in Downtown Weslaco. This is a missed opportunity, both in terms of lost tax revenue from visitors who typically stay in bed-and-breakfasts, and also in the ability to leverage the large number of sizable and historical houses near Downtown. This housing stock is significant, especially in the southwestern portion of Downtown bordered by W 6th St., S. Texas Blvd., E 18th St., and S. Border Ave. The area between S. Border Ave. and S. Westgate Dr., which is technically outside of the Downtown area, similarly contains housing that could accommodate Bed-and-Breakfast

locations. This entire area is within a one mile walk or drive of Downtown.

The City of Weslaco's Code of Ordinances Sec 150-12 (a) (3) b 12 allows for Bed and Breakfast use in all zoning districts except for I industrial district. Each of the additional zoning districts permits a bed and breakfast homestay or inn as long as the property owner resides in the dwelling. In order to encourage homeowners to add short term rental units, the City might consider easing several related conditions in the Code, including the requirement for an additional screened off-street parking space, the prohibition on the host providing any meals besides breakfast, and the prohibition on guests cooking in the bed and breakfast homestay or inn.

Initiative
Pilot an ADU Program in the Downtown District.

Accessory dwelling units (ADU) are small, auxiliary residential dwelling units that exist as converted zones of existing homes, additions to existing homes, or as new detached structures that exist on the same lot, typically behind the primary residence. Some of the more common arrangements include (BuildinganADU):

- Detached new construction ADUs, sometime called granny flats or casitas
- Garage conversion ADUs
- ADUs above garages or workshops, sometimes called garage apartments or carriage houses
- ADUs that are attached to a primary residence
- Basement conversion ADUs, sometimes called basement apartments or mother-in-law units
- Internal ADUs, which occurs when part of the primary house is zoned separately for an ADU

Regardless of whether ADUs are internal, attached, and detached, they have the potential to increase housing affordability for homeowners and tenants, create a wider range of housing options for the community, enable seniors to live near family, and maximize the use of existing housing fabric and neighborhood infrastructure. Recently, many U.S. cities and counties have begun to allow for ADUs in their zoning regulations, especially in low-density residential areas (American Planning Association, Accessory Dwelling Units).

Currently, The City of Weslaco Code of Ordinances prohibits ADUs via Sec 150-12 Additional use, height, and area regulations and exceptions and Sec 150-4

R-1 One family dwelling district. These sections prohibit garages, carports or accessory buildings from being used for occupation. Nonetheless, much of the housing stock and many of the lots in Downtown are sufficient in size to comfortably accommodate ADUs. This is especially true in the southwestern portion of Downtown bordered by W. 6th St., S. Texas Blvd., E. 18th St, and S. Border Ave. The area between S. Border Ave. and S Westgate Dr, which is technically outside of the Downtown area, similarly contains housing that could accommodate ADUs. This entire area is within a one mile walk or drive of Downtown.

In 2015 the City of Austin enacted a series of zoning changes to facilitate the operation of ADUs (City of Austin). The zoning adjustments generated a positive response overall and led to increased ADU construction. In 2021, the City Council began considering changes to allow for more ADUs in more neighborhoods (Austin Monitor 2021).

The initial zoning changes included the following:

- Reducing minimum lot size for ADUs to 5,750 square feet.
- Setting the maximum size of an ADU to 1,100 square feet or 0.15 FAR, whichever is smaller
- Reducing the building separation to 10 feet
- Eliminating the requirement that an entry is more than 10 feet from a property line
- Removing driveway requirement
- Providing one parking space for the ADU in addition to the main structure parking
- Eliminating the parking requirement for ADU within 1/4 mile of an activity corridor
- Limiting use as a short-term rental to a maximum of 30 days per year for ADUs
- Prohibiting ADU use as short term rental

The City of Weslaco can consider a similar program, piloting it in select neighborhoods for several years, then expanding the changes to more neighborhoods later on. The addition of ADUs to Weslaco would offer multiple benefits to residents (AARP):

- Increasing housing affordability*
- ADUs generate rental income that can help people cover mortgages. This is especially important in households with older people who may be living on a fixed income.
 - ADUs are owned and managed by live-in landlords

- who are less likely to raise the rent on good tenants. They may also rent to family members for free or at a discounted rate.
- ADUs often provide the only affordable rental choices in single-family neighborhoods, which typically contain no studio or one-bedroom housing options.
 - ADUs represent protection against neighborhood displacement, providing additional income or affordable options for single or elderly residents who feel financial pressure from rising property taxes.

- Increasing housing choices*
- ADUs accommodate people's changing housing needs over time
 - ADU's provide options for different household types, income levels, employment situations
 - ADU's provide options for different stages of life, as empty nesters can move into a smaller space while letting an adult child move into the primary residence with their family
 - ADUs offer young people affordable housing choices
 - ADUs enable growing families to expand beyond their primary residence
 - ADUs provide a good way to add smaller, relatively affordable homes to established neighborhoods with minimal visual impact

- Increasing financial, environmental, and social sustainability*
- ADUs provide a good way to add housing without building new infrastructure or adding to urban sprawl
 - ADUs are cheaper to build and maintain than full-sized homes
 - ADUs require significantly less energy for heating and cooling than larger homes
 - ADUs offer an incremental way to add homes to an existing neighborhood, thereby lessening the need for other less popular options, such as multistory apartment buildings

Objectives

- A Maximize recreational access for residents by expanding City Parks Network
- B Maximize access to parks with Integrated City Trails Network
- C Introduce passive and sustainable programs to City Park Network
- D Introduce sustainable and regenerative design principles to City Trail Network
- E Use the Parks and Trails Network to raise awareness and concern for regional ecological systems

Objective A

Maximize recreational access for residents by expanding City Parks Network.

An accessible parks network remains critical to the health and well-being of Weslaco residents. As described in Chapter 4, the City of Weslaco maintains seven well-used municipal parks, most located in the central area of the city. This chapter proposes that all Weslaco residents should live within a 10-minute walk or half-mile from a city park. While the following initiatives provide a prototype for the construction of new city parks, they also recognize the financial challenges associated with new park construction and expanded maintenance budgets. For that reason, the following initiatives offer ways to maximize proximity and access to parks and recreation without the construction of new parks: namely by strengthening the current relationship with the WISD and by requiring developers to add pocket parks to new subdivisions.

Initiative

Create a programmatic relationship between Weslaco Independent School District (WISD) and City Park Network.

The City of Weslaco can increase access to parks and recreation by sharing acquisition, development, and maintenance costs with Weslaco’s Independent School District (WISD) (Figure 9.1). In a number of cities and communities across the United States, schools open their facilities to adjacent neighborhoods after school hours and during the weekends. These partnerships build on the natural geographic relationship between schools and neighborhoods, leveraging existing facilities to provide residents with fast and easy recreational access. The partnerships can also provide opportunities

to expand education: for example, sustainable water management practices and native habitat regeneration have value to students and adult learners in the community (Figure 9.2).



Image 9.1 | Wetlands at IDEA Public Schools Headquarters | Google

The following partnerships would help serve residents in the northern portion of the city:

The Beatriz Garza Middle School | 1111 W. Sugarcane Dr. This location offers the opportunity to integrate a transformed Regional Detention Facility into an accessible regenerated wetland habitat, to be shared by the Cleckler-Heald Elementary School.

The North Bridge Elementary | 2001 N. Bridge Ave. This location has an existing green space with playground equipment.

The IDEA Headquarters | 2115 W. Pike Boulevard. This location already has a high-quality open space with a water management pond and walking trails adjacent to W. Pike Boulevard.

Initiative

Include neighborhood parks in all new subdivisions.

As Weslaco grows, the city government can no longer bear the entire financial responsibility associated with new parks and recreation space. Chapter 7 details an initiative that asks developers to incorporate new park spaces into their plans for new subdivisions. This scenario will improve public health and well-being by ensuring access to park space in new communities.

2045 Park Network

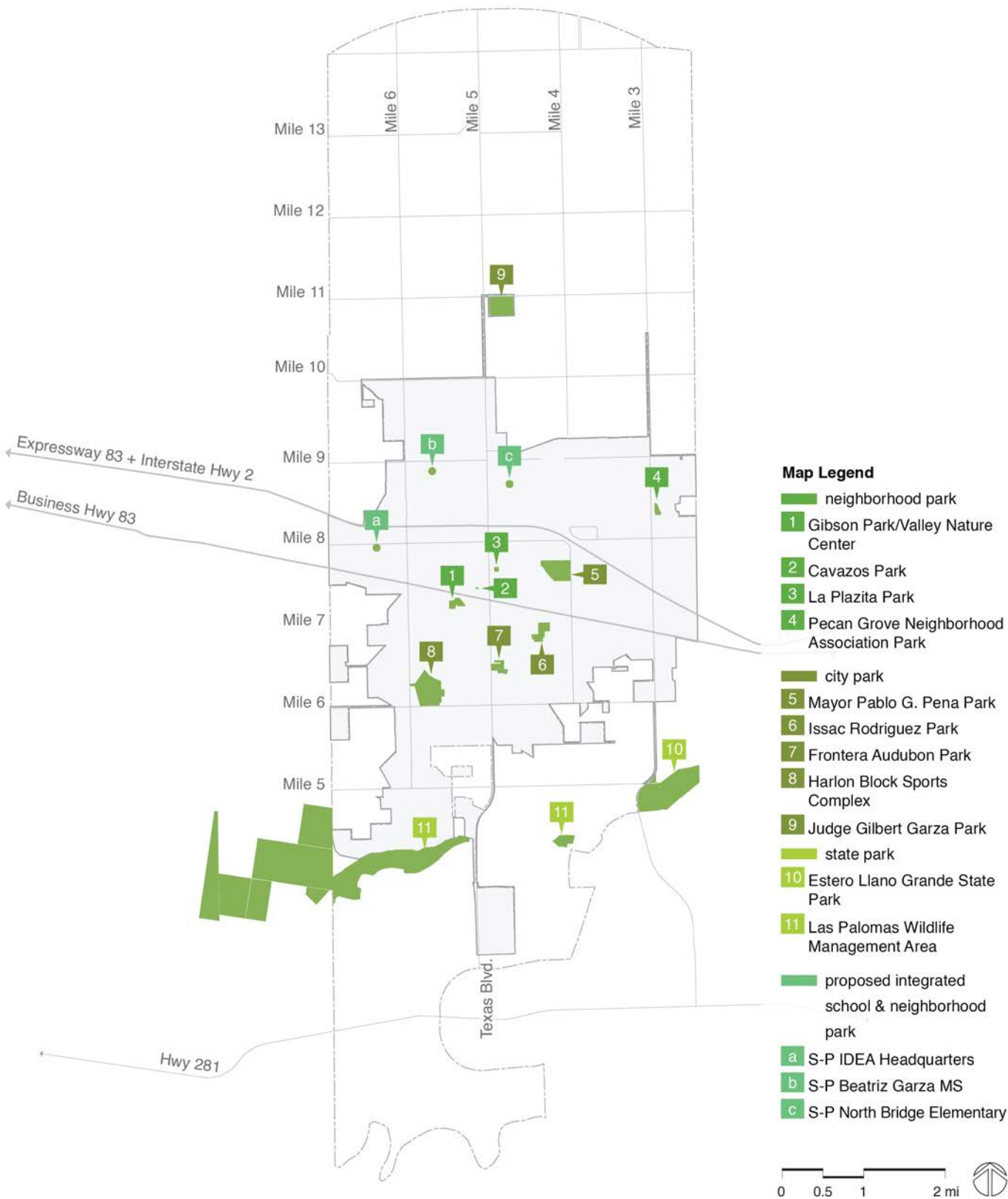


Figure 9.1 | 2045 Park Network

2045 Park Network with Expanded Spatial Coverage



Figure 9.2 | 2045 Park Network with Expanded Spatial Coverage

It will also make new subdivisions more attractive to potential buyers. The following Neighborhood Park Prototype outlines design principles for active and passive programming, planting, circulation, seating, and shade. The prototype also integrates stormwater detention at the corners of each park. These detention areas can support both local habitats and passive recreation (Figure 9.3, Figure 9.4).

By requiring developers to embed small-scale parks into new subdivisions, the City of Weslaco can increase resident access to parks and recreation in Weslaco without assuming significant new construction costs. These well-designed parks will become well-used and well-loved elements of new suburban communities in Weslaco (Figure 7.11).



Image 9.2 | Neighborhood parks expand recreational access | Dallas Morning News CC 2.0

Initiative
Engage the community when planning and designing all new parks, park retrofits, and trails.

An accessible, transparent, and consistent public engagement process is critical to the long-term success of parks and recreation infrastructure and programs in Weslaco. An effective public engagement process typically involves informing park users and neighbors about the changes or investments that are under consideration, consulting with users to gain their local knowledge and lived experience, involving users in the decision-making process, collaborating with users to develop plans and designs, and following up with residents so that they can see the impact of their

participation. A series of publicly advertised meetings will typically accomplish these goals, especially if they are held in the relevant parks or neighborhoods.

Good public engagement also helps neighbors take ownership over parks and trails in their communities. It can save money in the long run by mitigating maintenance costs, as engaged-users are more likely to perform basic upkeep. It can also identify and attract community volunteers who are willing to organize park programs. These can include active programs like sports leagues, concerts, plays, fairs, and exhibitions or passive ones like habitat restoration, bird, and butterfly watching. In the long term, an engaged community activates park and trail programming, increases use, reduces maintenance, and contributes to perceptions of safety in public spaces.

Objective B
Maximize access to parks with Integrated City Trails Network

In 2017 the City of Weslaco issued a Weslaco Trail Master Plan trail that set out to “..create an integrated seamless transportation and recreation framework to facilitate hiking and biking as viable transportation alternatives throughout Weslaco (PR&S LLC 2017).” The Plan identifies important connections between public health and access to outdoor landscapes via an interconnected network of greenways, bicycle infrastructure, sidewalks, and trails. The Plan then proposes that the City work with local neighborhood associations and businesses to develop a community-wide network of multipurpose trails and pathways that connect business districts and neighborhoods (PR&S LLC 2017).

This chapter builds on the results of the 2017 Plan, advancing the vision for an Integrated City Trails Network Plan to maximize resident access to parks and local landmarks (Figure 9.5). This Addendum specifically leverages existing rights-of-way along irrigation canals and drainage ditches to create an Integrated Trail Network that connects parks, nature preserves, and the southern levee trail. It also proposes to expand the Trail Network north of Interstate 2, providing access to parks and recreation in growing areas both inside and outside of Weslaco’s ETJ.

One distinction between the 2017 Plan and the current chapter is that the latter focuses on trail construction along canals and ditches, rather than streets. This strategy maximizes the potential to create green habitat corridors

Neighborhood Park Prototype



Figure 9.3 | Neighborhood Park Prototype

Neighborhood Park Prototype Systems

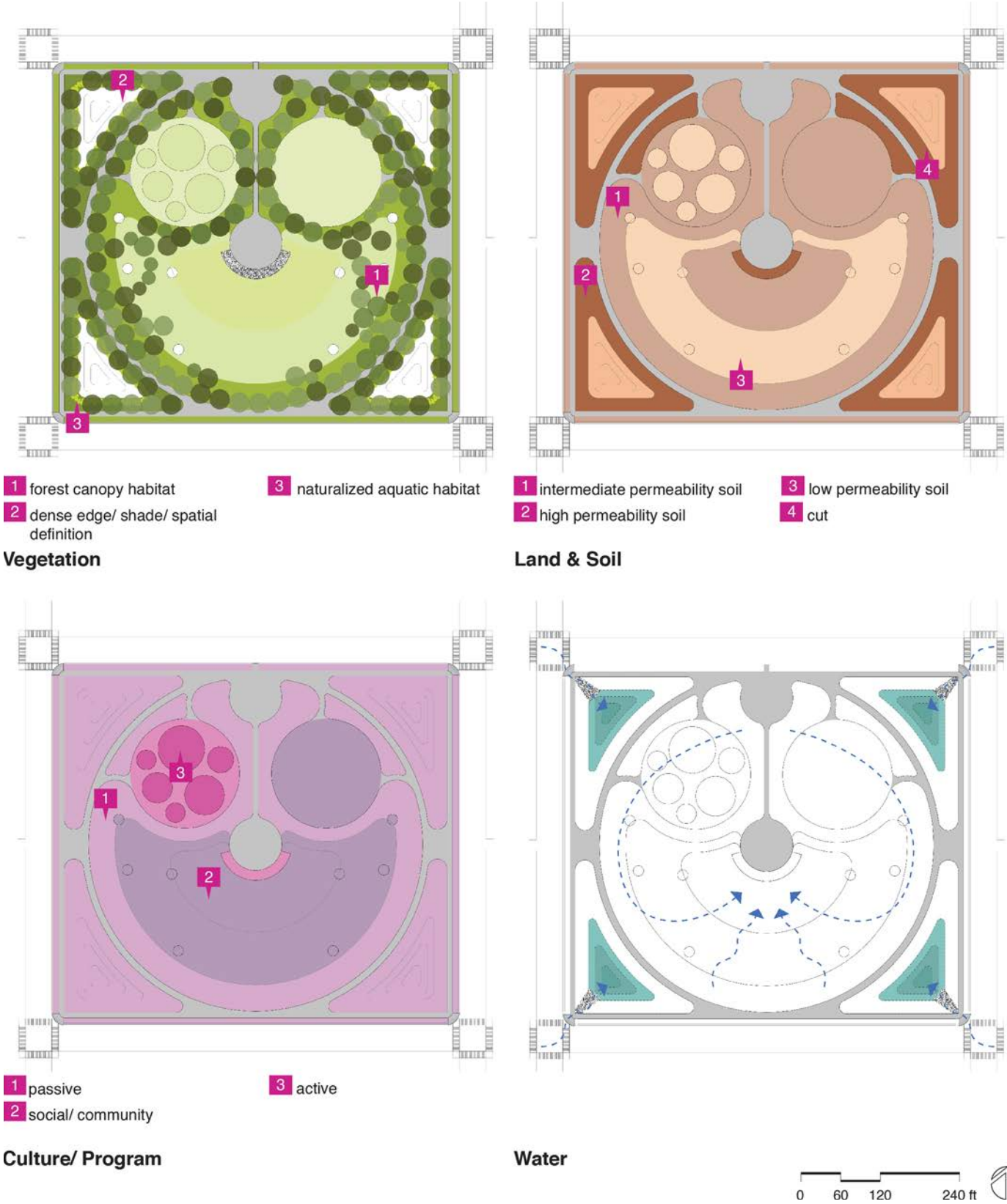


Figure 9.4 | Neighborhood Park Prototype Systems

2045 Trail Network

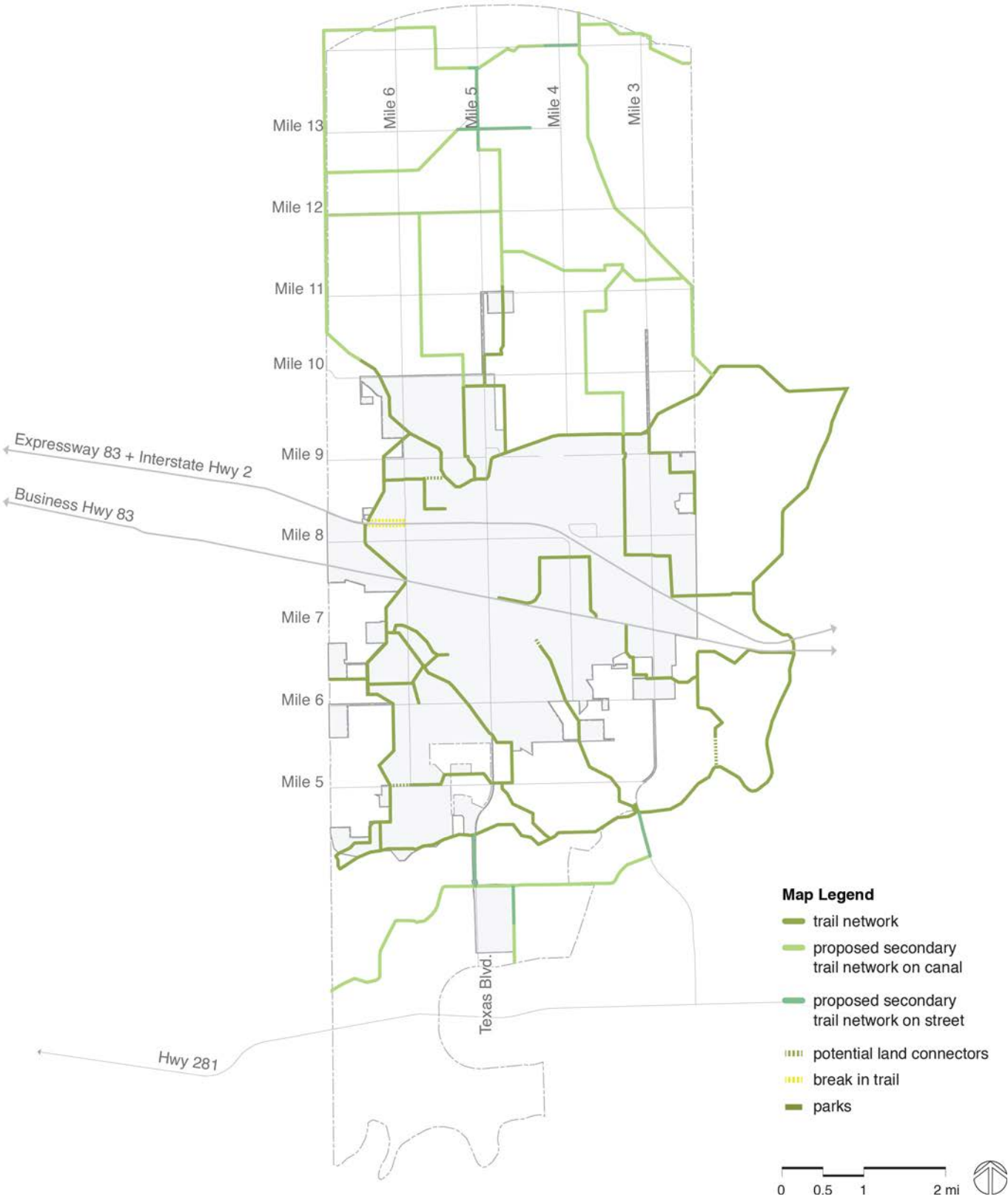


Figure 9.5 | 2045 Trail Network

2045 Trail Network Spatial Coverage

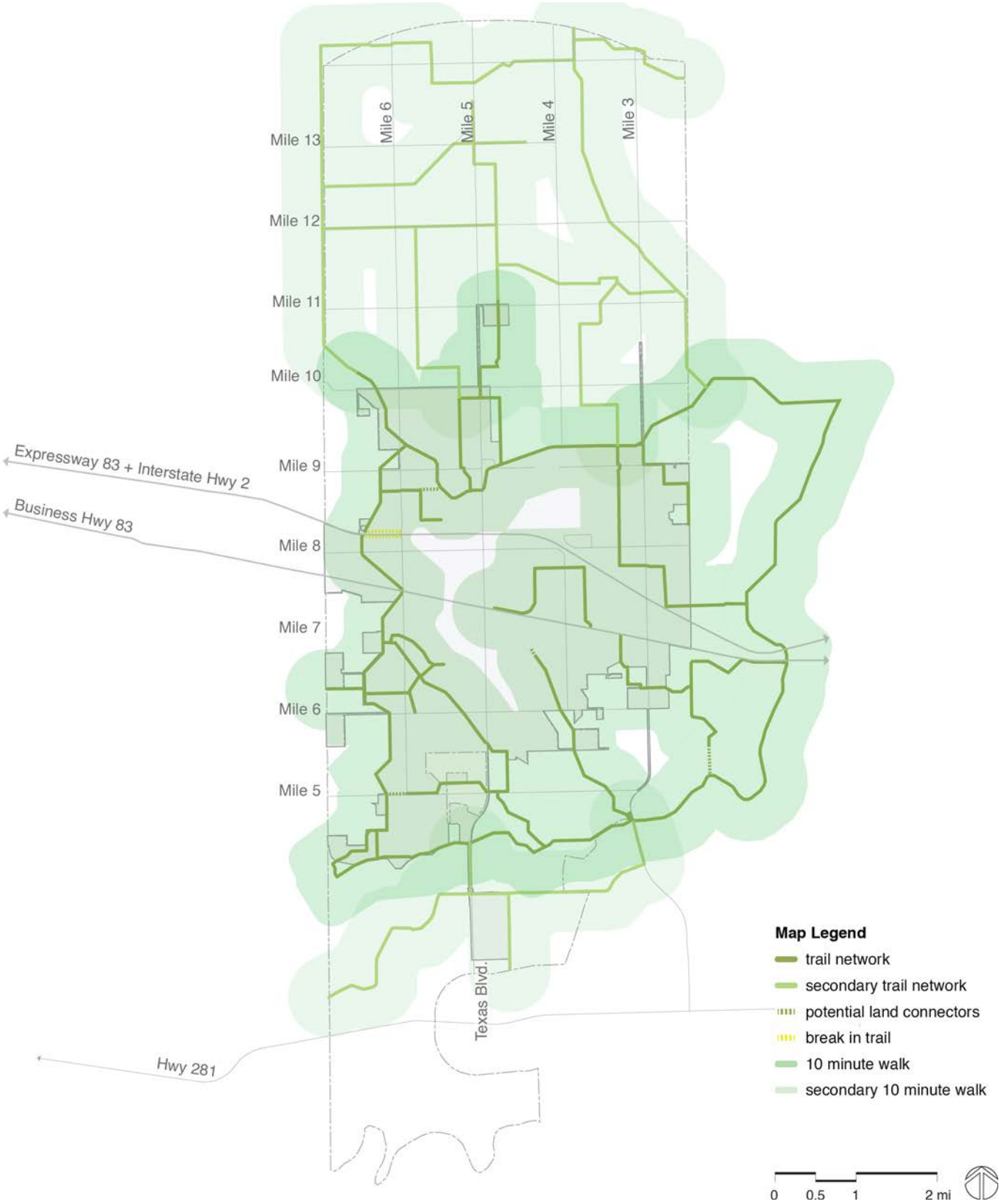


Figure 9.6 | 2045 Trail Network Spatial Coverage

throughout the city (Figure 9.6). This proposal in no way precludes the future integration of existing or proposed bike lanes along city streets. In fact, a successful trail network must eventually integrate with a network of retrofitted thoroughfares, allowing pedestrian and bicycle continuous access at the metropolitan scale. To that end, this Addendum provides a detailed Thoroughfare Plan in Chapter 10.

A project of this scale will require decades and even generations to complete—remember that the famed San Antonio Riverwalk broke ground in 1939, after over a decade of planning. An Integrated City Trails Network will also require partnerships between the City of Weslaco and governmental entities who own and maintain the remaining rights-of-way, neighborhood and community groups, and government and private funding sources. That said, the potential of this project to transform Weslaco is clear, and for that reason this Addendum urges city leaders to prioritize this work.

Initiative
Leverage drainage ditches and irrigation canals to Create Integrated City Trail Network.

An Integrated City Trails Network will create social, economic, and ecological connections at the metropolitan scale. The network will serve pedestrians, bicyclists, and non-motorized alternatives like electric scooters. When complete, the system will connect city parks, schools, and nature preserves including Estero Llano Grande State Park, Frontera Audubon, and Valley Nature Center/Gibson Park. The network will provide commuter infrastructure and a recreational landscape that supports birdwatching habitats. It also connects to neighboring communities and cities by leveraging the existing multipurpose trail on the southern levee (Figure 9.7, 9.8, Figure 9.9, Figure 9.10, Figure 9.11).

Strategic phasing. The proposed trail network aligns with the City-approved drainage plan. When fully realized, it could provide a total of 51.5 miles of green corridors with multipurpose trails, divided into primary, secondary, and tertiary corridors. Primary corridors offer the opportunity to connect and expand access to city parks and define a city perimeter on existing canals and levees. Secondary corridors further expand the connectivity of neighborhoods with parks. Tertiary corridors connect neighborhoods in the outer periphery of the city, including the less developed northeast (Figure 9.12).

Initiative
Pursue funding opportunities through Texas Parks and Wildlife and MPO.

The construction of a multi-use paved trail could cost anywhere between \$65,000 and \$4.3 million per mile, depending on design specifications (Pedestrian and Bicycle Information Center, 2013). Additional costs will include land acquisition, design and environmental review, built structures, street crossings, lighting, signage, amenities, and maintenance (Toole Design, 2019).

The 2017 Weslaco Trail Master Plan suggests that a municipal bond program is the most likely funding source. Additional state and local grants might be available via the Texas Parks and Wildlife, National Recreation and Park Association, Texas Department of Transportation, Hidalgo County Municipal Planning Organization, and local foundations (PR&S LLC, 2017, p.8).

Several of these external funding sources appear promising. For example, the Texas Parks and Wildlife administers the National Recreational Trails Fund, which falls under the Federal Highway Administration. This program is funded from federal gas taxes on recreational vehicles. The grants, which are reimbursable, can pay up to 80% of non-motorized trail projects up to \$300,000 (Texas Parks and Wildlife). Additionally, the Rio Grande Valley Metropolitan Planning Organization (MPO) allocates federal transportation funds, which typically pay 80% of construction costs for transportation projects. While this type of funding typically goes to road and transit projects, there are exceptions: for example local governments can use the Transportation Alternative Program to finance off-road trail facilities for pedestrians and bicyclists (RGVMPO, 2021-2024 TIP, p.12).

Objective C
Introduce passive and sustainable programs to City Park Network

The Lower Rio Grande Valley exists within a delta landscape, which describes a wetland that occurs where rivers empty into a larger body of water. The following design criteria for park and recreation seeks to incorporate the environmental richness of the delta ecology, while maximizing passive and active recreational opportunities. This involves reducing

2045 Trail Network Classification

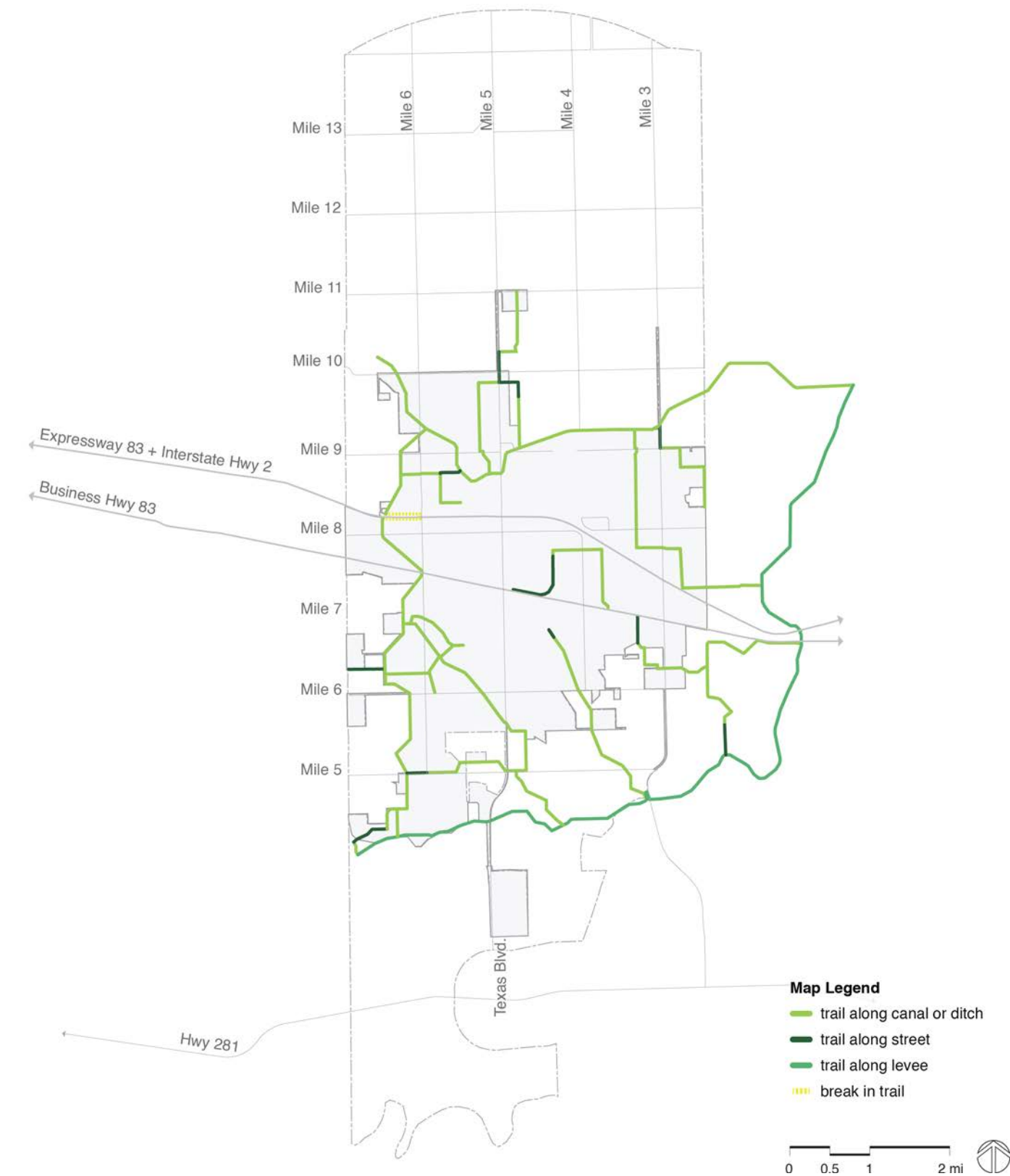


Figure 9.7 | 2045 Trail Network Classification

Draft for review only. Revised May 20, 2022.

Trail Views



Figure 9.8 | Trail View at Canal



Figure 9.10 Trail View at Levee



Figure 9.9 | Trail View at Street



Figure 9.11 | Trail View at Crosswalk

2045 Trail Network Strategic Planning

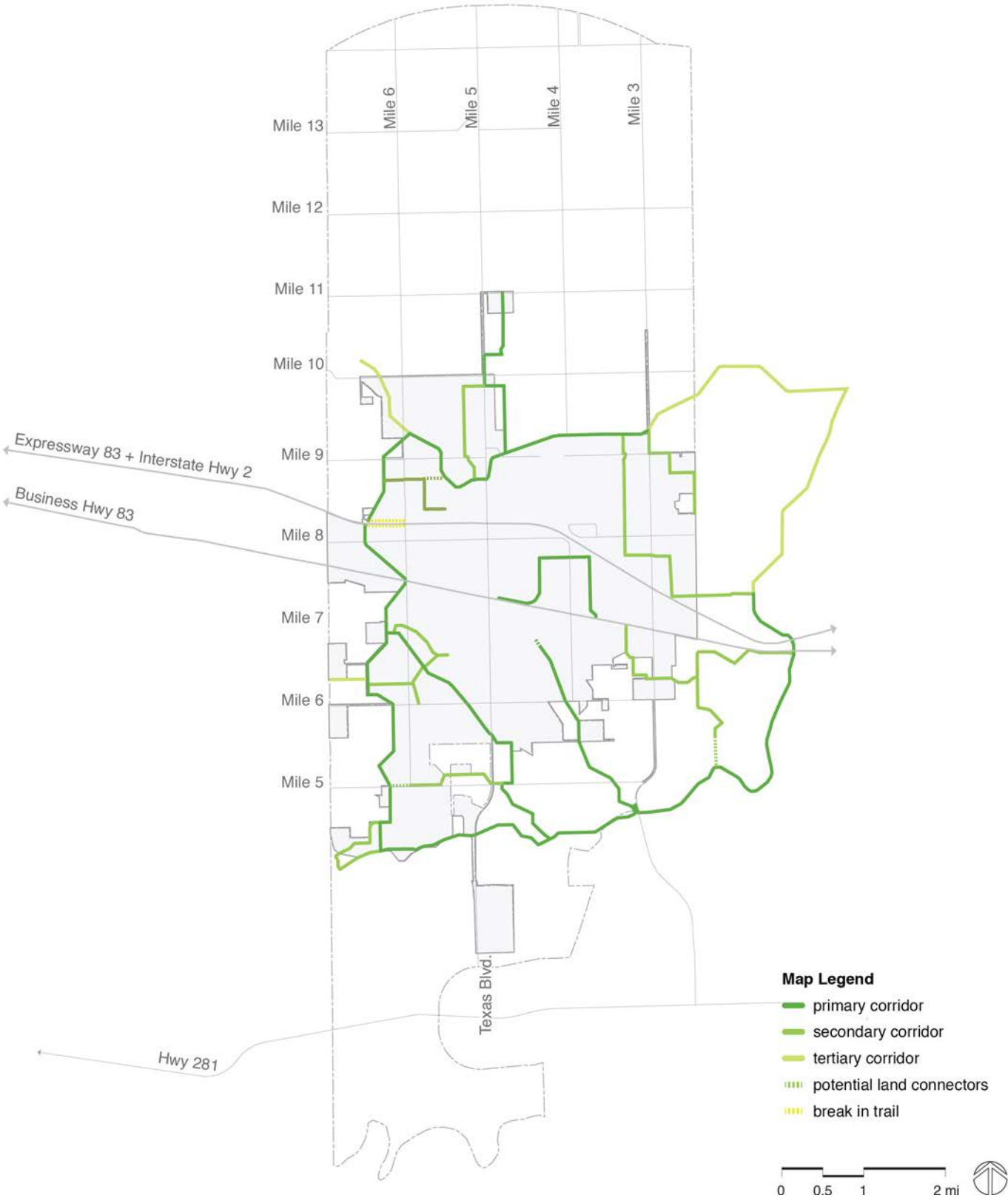


Figure 9.12 | 2045 Trail Network Strategic Planning

maintenance costs by shifting from high-maintenance landscapes—i.e. lawns, exotic plants, shrubs and trees—to low-maintenance native landscapes—i.e. restored native prairies, wetlands, and forested areas. This strategy will help regenerate native habitats in public parks and strengthen Weslaco’s reputation as a destination for ecological tourism in the Lower Rio Grande Valley.

Initiative
Retrofit existing parks with passive and active recreational programs.

Existing parks in Weslaco offer extensive opportunities for active recreation (Figure 9.13, Figure 9.14). Still, many of the parks maintain an excessive quantity of open lawn area, above and beyond what is required for active recreation. These areas can be converted into sustainable water management and regenerated habitats. Over time, the City can also improve the performance of street and parking infrastructure by increasing permeable surface and redirecting runoff towards bioswales, creeks, ponds, and wetlands.

The following design strategies would advance these goals:

- Transform underutilized lawn areas into regenerated native habitats. These areas mostly occur on the edges of existing parks and along drainageways. Central open lawn areas generally have the capacity to host multiple activities. In these cases, maintain the lawns and intensify the programming.
- Enhance the tree canopy by converting excessive lawns into bosques or tree grooves. This strategy will increase shade, lower temperatures, and restore habitats. New tree canopies will also contribute to the spatial definition of active and passive recreation areas.
- Implement best practices for stormwater management by creating live wetlands and ponds where native flora and fauna can thrive.
- Add pedestrian paths and multipurpose trails to parks. These multipurpose trails work best at the perimeter of the park, offering opportunities for running and walking. When possible, design the trails as loops with easily measurable distances. For example, the popular multipurpose trail at Harlon Block Sports Complex provides a one-mile loop.
- Add additional active recreation and sports facilities where necessary.

- Transform underutilized lawn areas into amphitheater-like spaces through landform grading. This will produce spaces for concert-like events and flat multipurpose areas for farmers markets, arts fairs, or exhibitions. Landforms can be produced by reusing excavation material resulting from the construction of sustainable water management practices. There is space available for this approach in both the Harlon Block Sports Complex and Mayor Pablo Peña Park.

Initiative
Design new urban parks with passive recreation and sustainable stormwater management.

While the design and construction of an entirely new park is rare, the following design strategies will ensure that any new urban parks fulfill passive recreation and stormwater management goals.

Sustainable Stormwater Management:

- Incorporate a high proportion of regenerated native habitats to enhance the potential for native flora and fauna. This will cut down on maintenance costs by reducing the need for mowing and watering (Figure 9.17, Figure 9.18).
- Manage stormwater by creating a series of filtered, high-performance wetlands that conduct, collect, and detain stormwater in bioswales, creeks, and ponds. Intercept polluted water at park edges in a system of bioswales and detention areas. Prioritize the design of active recreation components before adding larger stormwater management and regenerated habitat elements.

Sustainable Native Habitats:

- Introduce regenerated native habitats along park edges, in the central areas, and adjacent to stormwater management features. Tailor the specific design responses to pre-existing site conditions, such as live wetlands and existing bodies of water. This can provide clues about where native wetland flora and fauna can be induced and maintained.
- Incorporate bosques or tree groove areas. These will provide shade, lower temperatures, extend native habitat area, and help define the space of passive and active recreation areas.
- Employ native plants, grasses, shrubs, and trees in planted or softscape areas during the retrofit and construction of new parks. Gradually discontinue and remove exotic plants, grasses, and trees.

Harlon Block Sports Complex Park: Retrofit



Figure 9.13 | Harlon Block Sports Complex Park: Retrofit

Harlon Block Sports Complex: Retrofit Systems

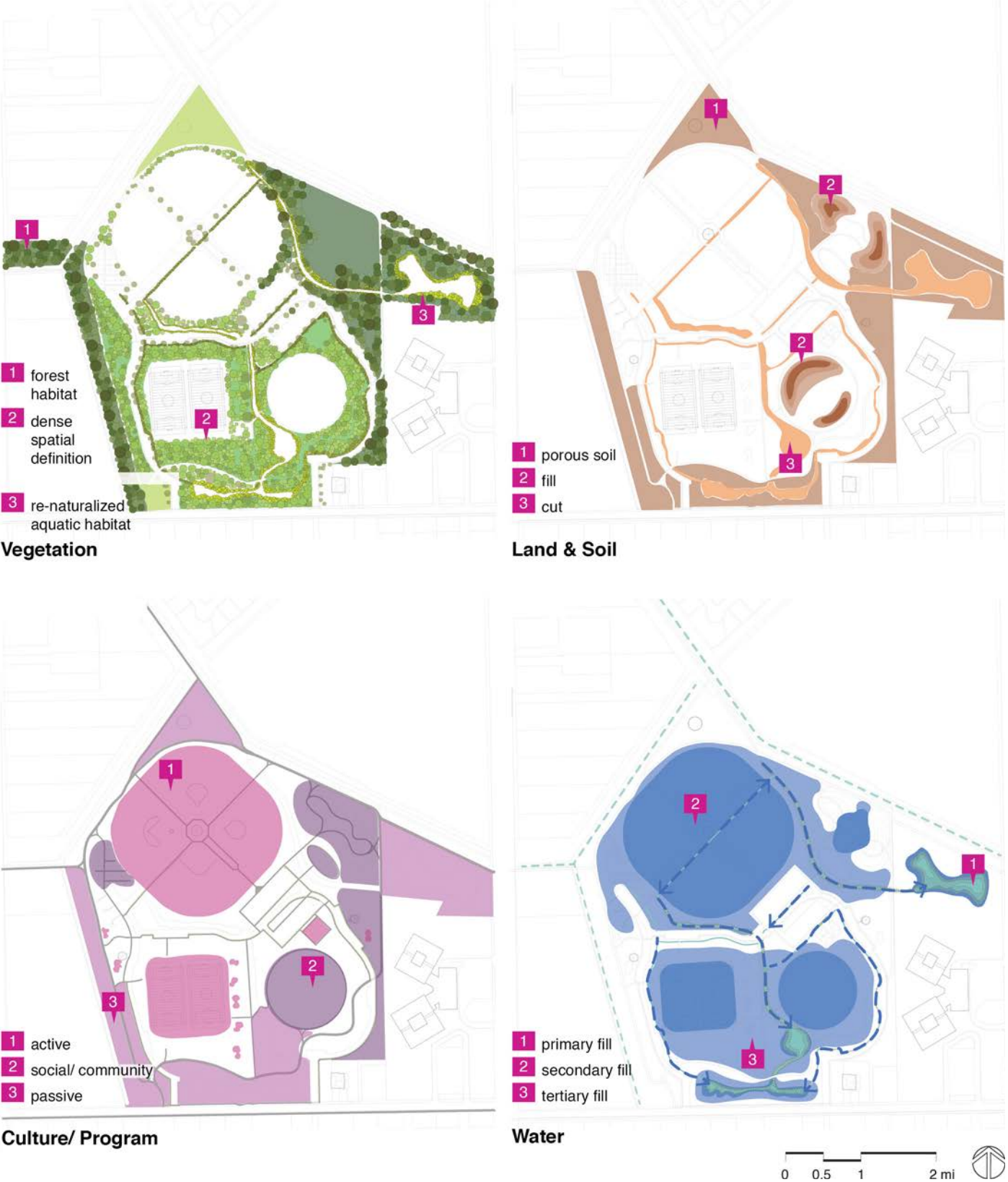


Figure 9.14 | Harlon Block Sports Complex: Retrofit Systems

Harlon Block Sports Complex: Retrofit Transect 1

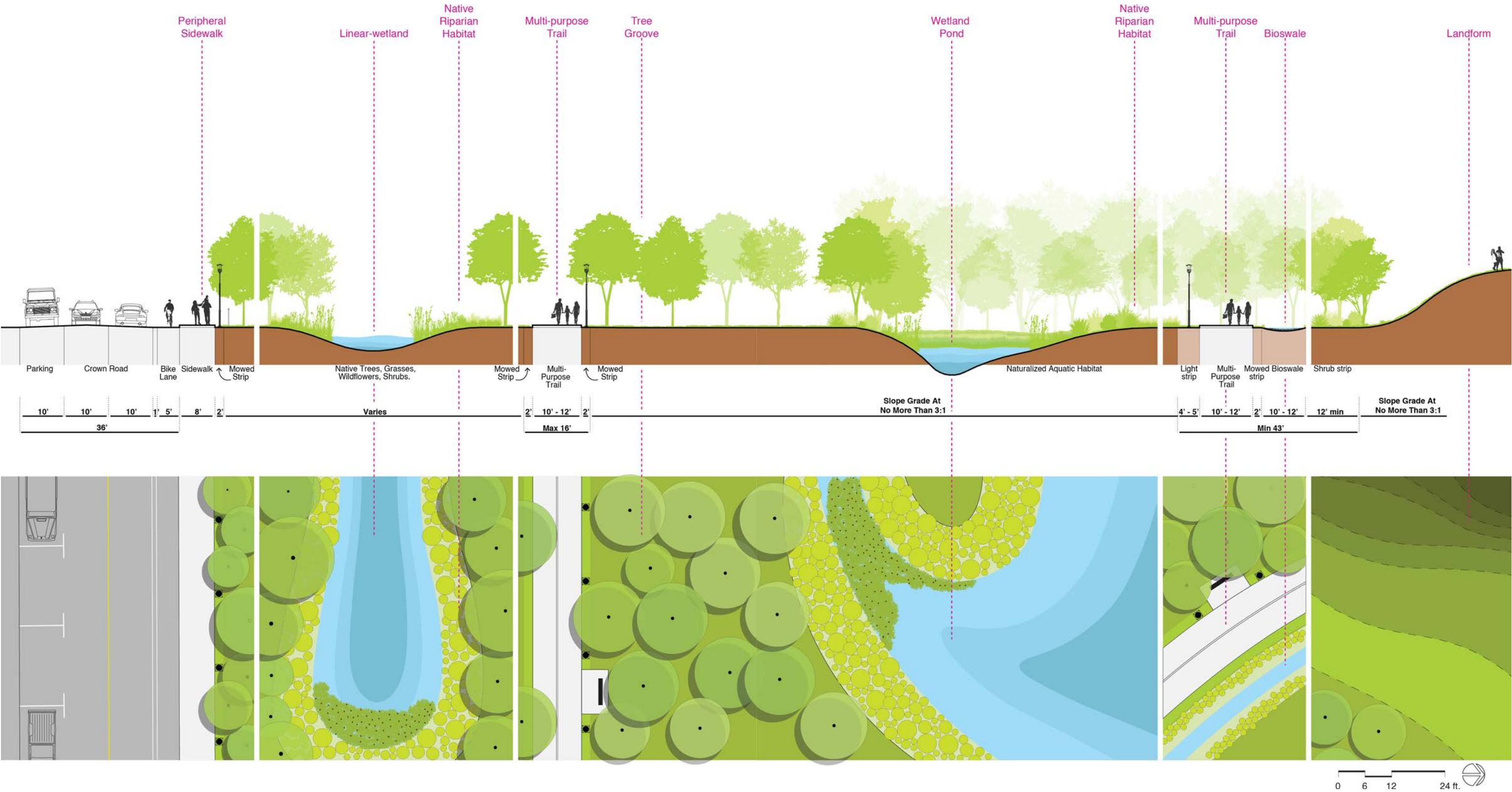


Figure 9.15 | Harlon Block Sports Complex: Retrofit Transect 1

Harlon Block Sports Complex: Retrofit Transect 2

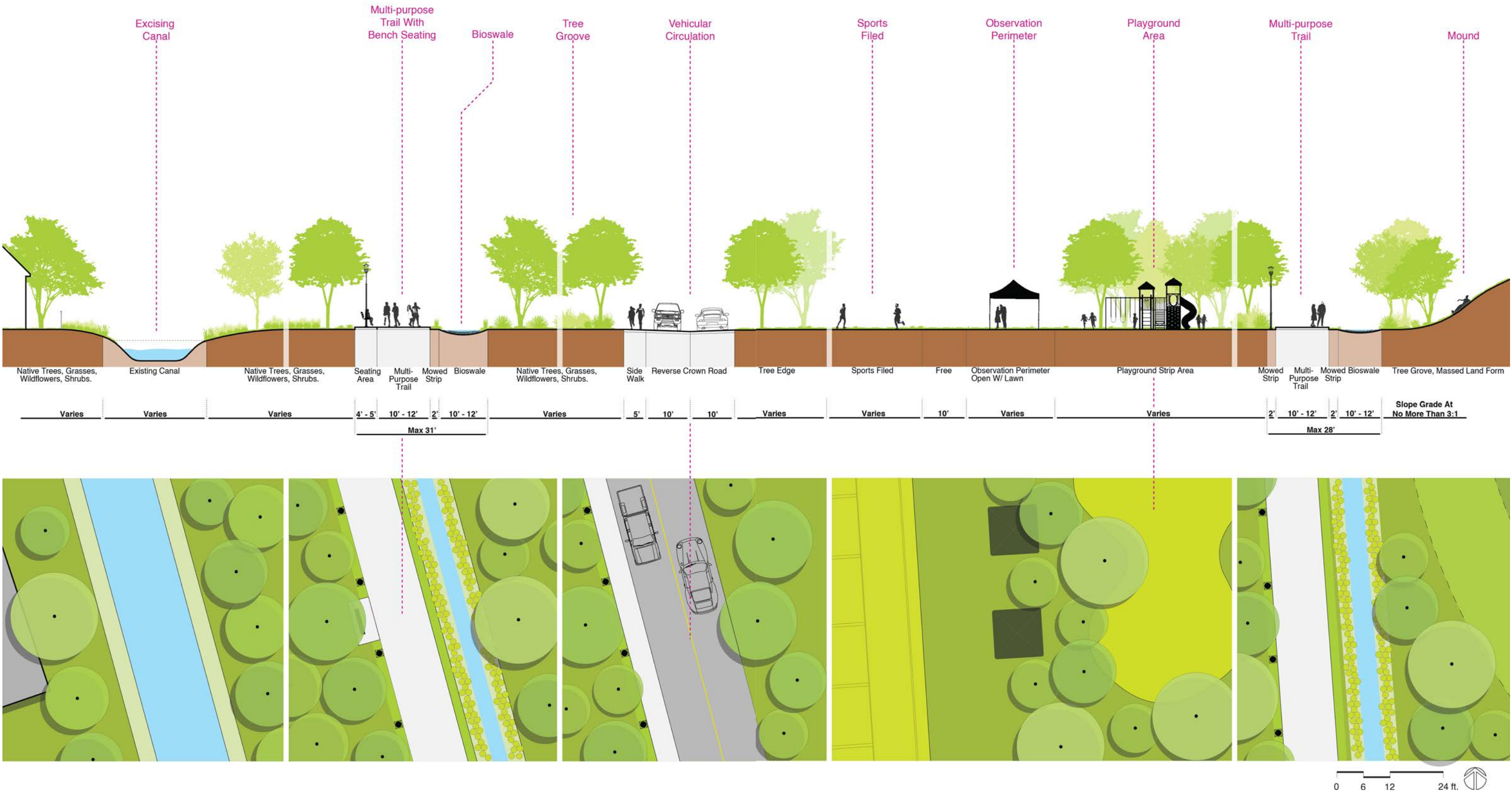


Figure 9.16 | Harlon Block Sports Complex: Retrofit Transect 2

Trails and Paths:

- Incorporate perimeter multipurpose trail loops and interior pedestrian paths to provide access to active and passive recreation areas. The multipurpose trails are best when they provide easily measurable length, such as a quarter- or half-mile. Place trails on park edges to maximize connectivity to city-wide trail networks, including those along canals and ditches.

Active Recreation:

- Assess active recreation opportunities in neighborhoods, then add new park programs accordingly.
- Diversify sports programs to accommodate specific demographics in Weslaco. For example, new active recreation areas might include pickleball, petanque, bocce ball courts, or beach volleyball.
- Incorporate amphitheater-like areas for concerts and flat areas for multipurpose activities, including farmers markets, arts fairs, or exhibitions.
- Apply universal accessibility and ADA criteria to the design of all passive and active recreation areas.

Initiative

Establish design and programming standards for retrofitted and new City Parks.

Utilize the following kit-of-parts approach to design new and retrofitted City parks (Figure 9.15, Figure 9.16, Figure 9.19, Figure 9.20, Figure 9.21):

Linear Circulation Elements

Multipurpose Trails in Parks:

- Locate trails on the perimeter of parks.
- Design for shared use by pedestrians, bicyclists, skateboarders, skaters, people using wheelchairs, and scooter riders.
- Provide 10-foot to 12-foot wide trails and include a mowed strip on both sides for ease of maintenance. This will also provide a location for elements such as lighting posts, trash cans, pet waste bags, and vertical signage.
- Build trails in concrete or asphalt to support heavy emergency and maintenance vehicles.
- Divide trails into two opposite direction lanes, separated by a painted or material strip of no less than 4-inches in width, and include all necessary horizontal signage.
- Light trails with pedestrian height poles at a distance that provides for targeted illumination capacity, but at

a distance not to exceed eighty feet between each pole. This will ensure proper lighting during nighttime use, especially critical during the hot summer months when daytime activities are restricted due to the heat.

- Install seating stations with a 6-inch to 8-inch long bench every 300 feet in urban scale parks and every 200 feet in neighborhood parks. Provide a concrete or paved pad with a minimum width of six feet, with the bench located on the long edge of the pad, facing the trail, so as not to obstruct circulation along the trail.

Sidewalks

- Locate sidewalks at the outer perimeters of parks and adjacent to park roads and parking areas.
- Install sidewalks at a minimum width of five feet, with preferred width of eight feet, depending on the intensity of use.
- Construct sidewalks out of concrete or accessible pavers.

Pedestrian Trails

- Include narrower trails at a minimum width of five feet to provide connections within the park areas. These trails can run under tree canopies and along landforms to maximize shade. Construct trails from concrete or alternative materials in accordance with universal accessibility criteria.

Unpaved Trails

- Provide unpaved narrow trails in softscape areas such as lawns, wildflower gardens, grasslands, prairie areas, regenerated forested areas, and wetlands. These trails should have a minimum width of four feet and be built from stabilized soils, including materials such as stabilized granite. These trails maximize the connectivity of the park’s programs, concentrate pedestrian flows to mitigate maintenance, and provide access to passive recreation activities such as birdwatching.

Park Roads and Parking

- Prioritize the safety of pedestrians and bicyclists, keeping road sections at a minimum width for traffic lanes, with ten feet as a standard. Incorporate handicapped parking spaces close to the main circulation elements.
- Utilize a reverse crown to concentrate water at the center of the road, away from pedestrian sidewalks. Direct stormwater to bioswales that run parallel to park roads. Utilize bioswales, artificial creeks, and rain gardens to filter runoff and remove pollutants

before they reach a detention pond or wetland. Whenever possible, introduce permeable paving in low-traffic roads and parking areas. Add bioswales and rain gardens at parking areas to capture, filter, detain, or infiltrate stormwater.

Active Recreation Areas

Sports Facilities

- Include active recreational fields for baseball, softball, football, soccer, tennis, basketball, and volleyball courts. Enhance the number and diversity of recreational sports in City parks.

Dog Parks

- Include fenced open lawn areas where dogs can remain unleashed but contained. Provide four foot tall metal fences.
- Design dog parks at a minimum size of one-half acre.

Community Vegetable Gardens

- Engage community and school groups by implementing community gardens where residents can grow food. Offer individualized garden allotments at a minimum size of 10-12 feet square. Provide composting areas and tool storage facilities.

Multipurpose Plazas

- Provide hardscape areas to host activities such as farmers markets or art fairs. These activities need a stable platform so as not to damage softscape areas, lawns, and other vegetated areas. Construct hardscapes using modular pavers or permeable concrete to minimize stormwater runoff.

Multipurpose Lawn Areas

- Provide large lawns for recreational activities including picnics, family gatherings, frisbee, kite flying, or improvised play and sports. Provide smaller lawn areas in neighborhood parks to provide passive and active recreation for individuals and small groups.
- Maximize ecological sustainability by employing native grass mixtures, thereby mitigating the need for herbicides and irrigation.

Vegetated Areas

Prairie and Tall Grass Areas

- Provide tall grass areas to regenerate native habitats, flora, and fauna. These areas remain visually attractive throughout the year with seasonal

displays of seedstalks, color, and texture. Tall grass areas have a higher capacity to retain and capture stormwater, thereby mitigating stormwater runoff and flooding. These areas also act as pollinator gardens, contributing to ecological recovery and to nature, bird, and butterfly watching activities. Prairie areas do require maintenance, specifically weed control, seasonal removal and clean-up, and controlled fires. Locate prairie areas either along the park edges or within central areas.

Wildflower Gardens

- Add wildflower gardens. These act as pollinator gardens, with a high capacity to capture stormwater, and regenerate flora and fauna by providing habitat and food. Wildflower areas are especially attractive during spring and summer, when flowers are in bloom. For this reason, the gardens work well on the edges of parks, enhancing the appeal to visitors and passers-by.

Tree Grooves or Bosques

- Provide clusters of trees, especially along the edges of open lawn areas. These clusters create an understory extension of adjacent lawn areas. Do not introduce shrub strata under tree grooves or bosques.

Regenerated Native Habitats

- Introduce native habitats, which are densely planted areas with plants, grasses, shrubs, and trees. These areas provide shelter and food, habitat, for both flora and fauna and enhance the potential for passive recreation in the form of walking, hiking, nature, bird, and butterfly watching. These areas will require design and management, for example the continual removal of invasive species. Regenerated habitats are lush, thick, and therefore help define the edges of parks and different areas within the parks. These areas also retain and capture stormwater in the non-compacted soils that support native plants, grasses, shrubs, and trees.

Forested Areas

- Support forested areas that are larger than a cluster of trees. Unlike regenerated native habitats, forested areas do not support underbrush, which liberates the canopy understory for pedestrian access and enhances the visual perception of security.

New Urban Park Prototype

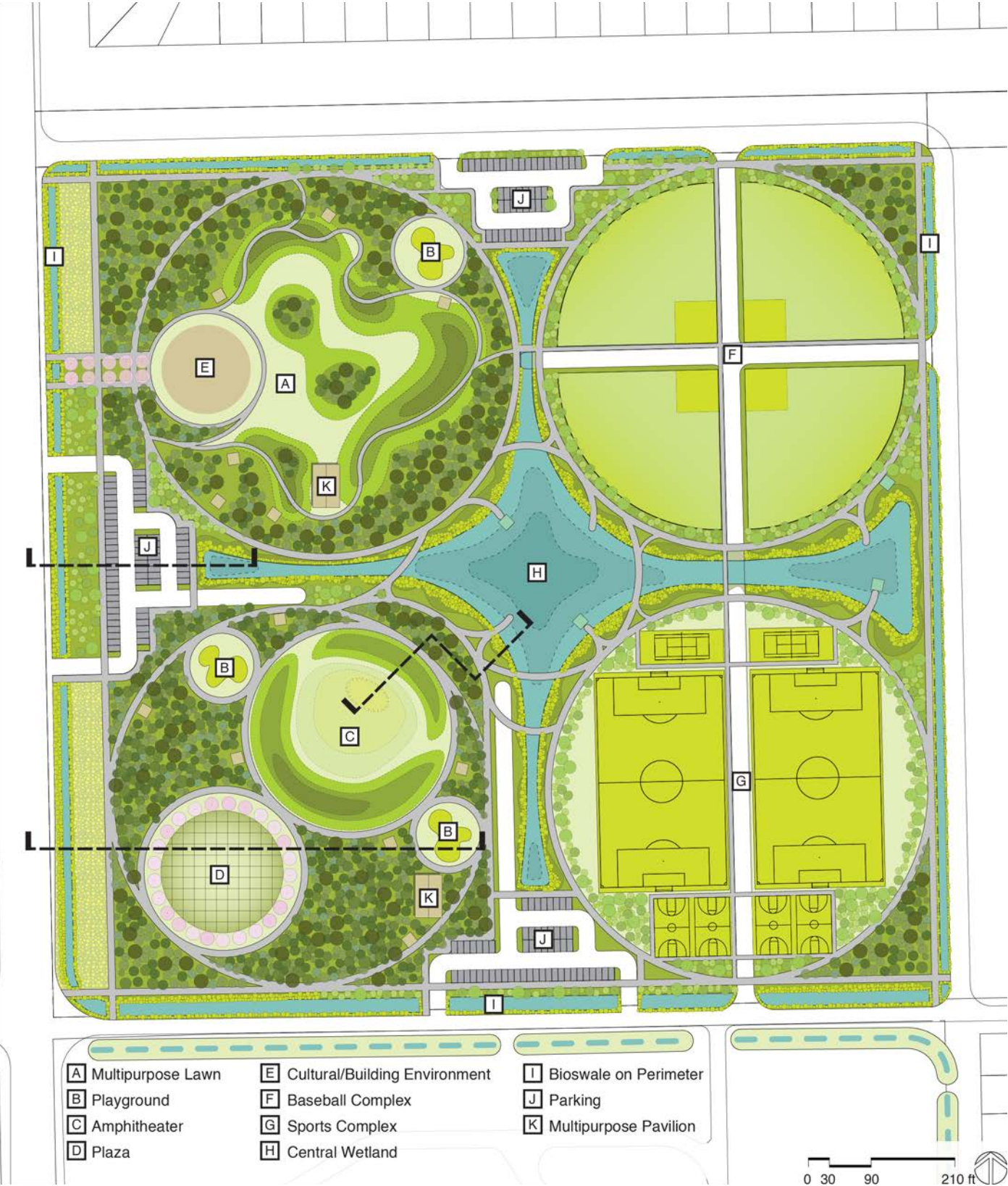


Figure 9.17 | New Urban Park Prototype

New Urban Park Prototype Systems

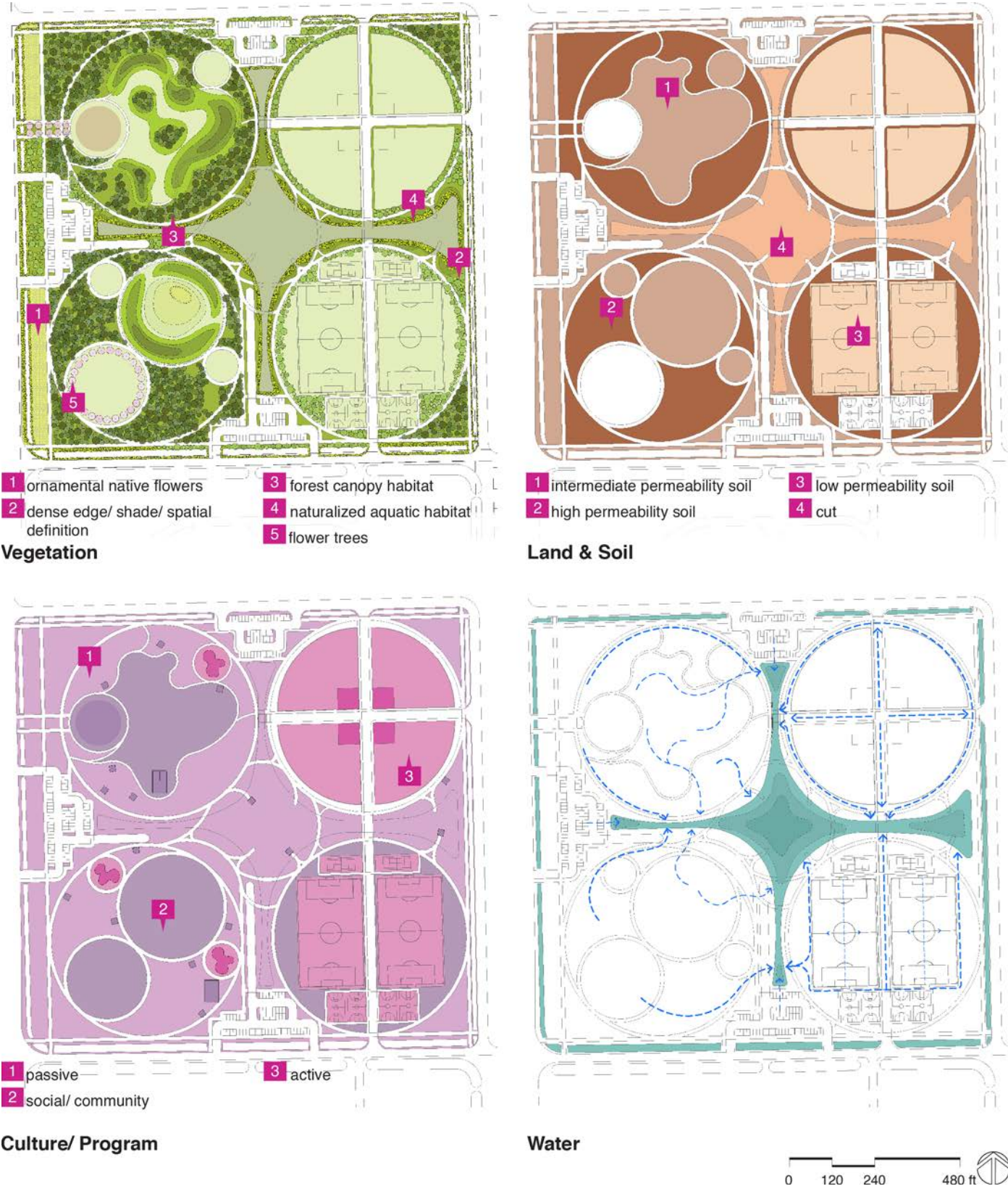


Figure 9.18 | New Urban Park Prototype Systems

New Urban Park Prototype Transect 1

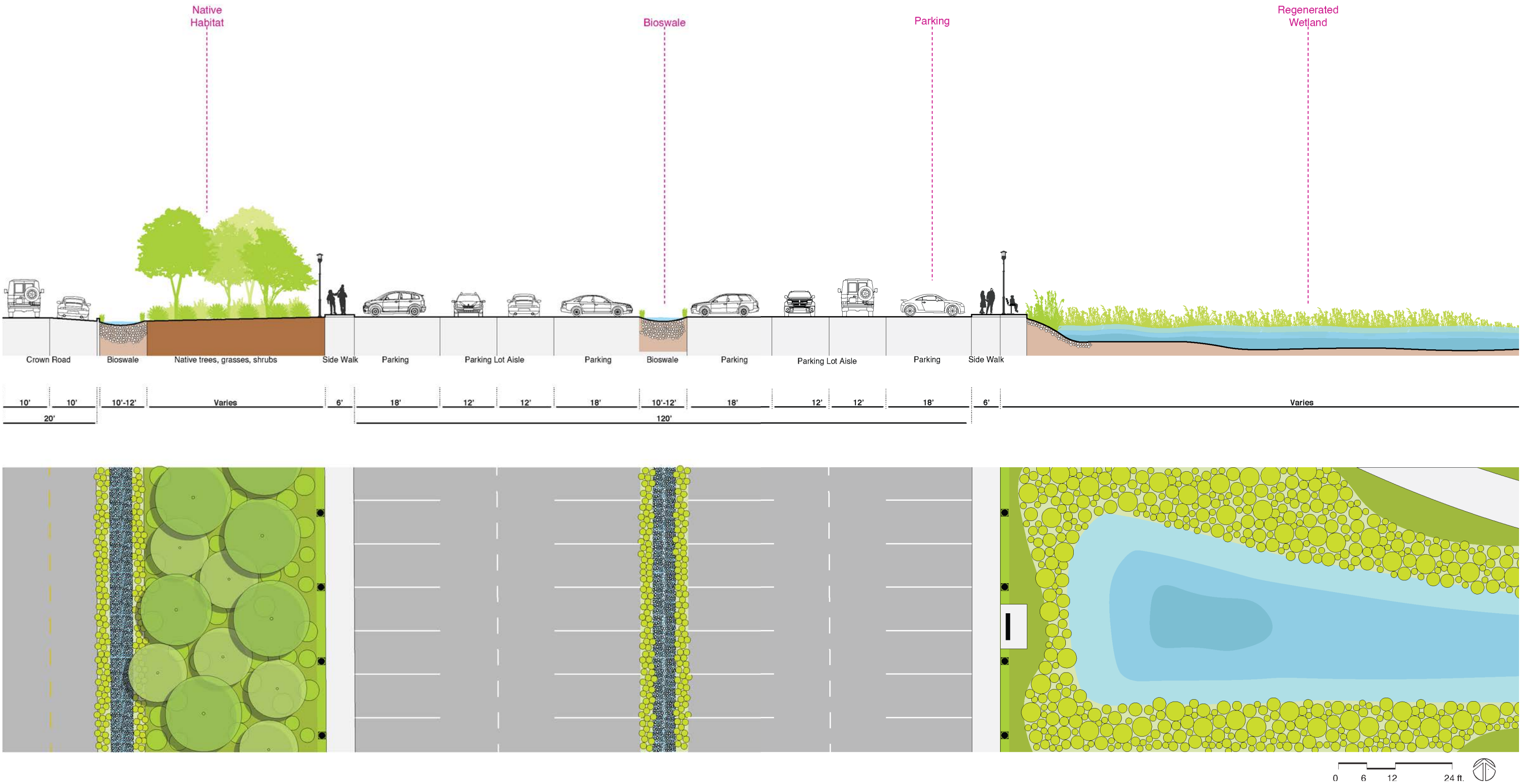


Figure 9.19 | New Urban Park Prototype Transect 1

New Urban Park Prototype Proposal Transect 2

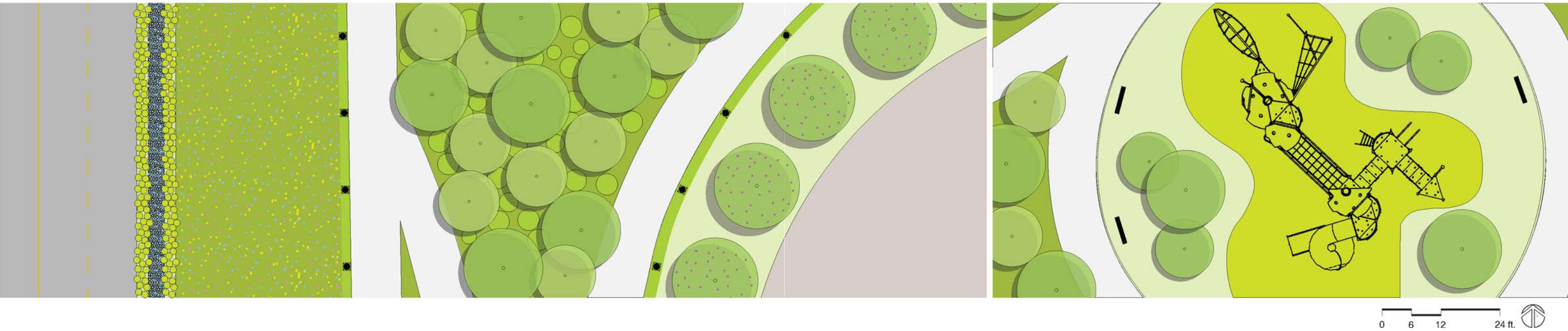
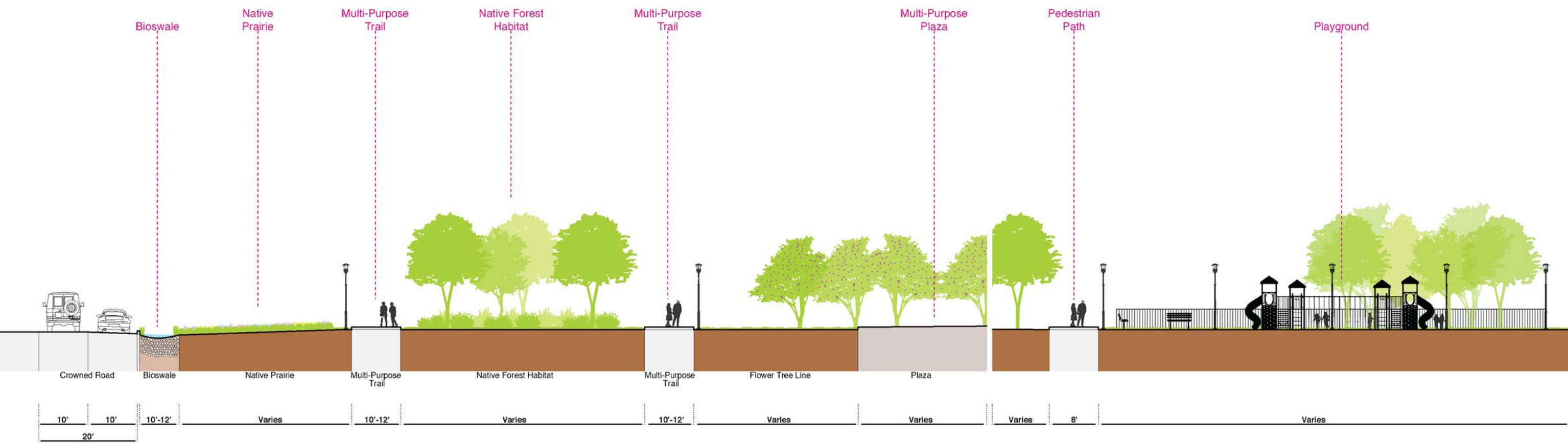


Figure 9.20 | New Urban Park Prototype Proposal Transect 2

New Urban Park Prototype Proposal Transect 3

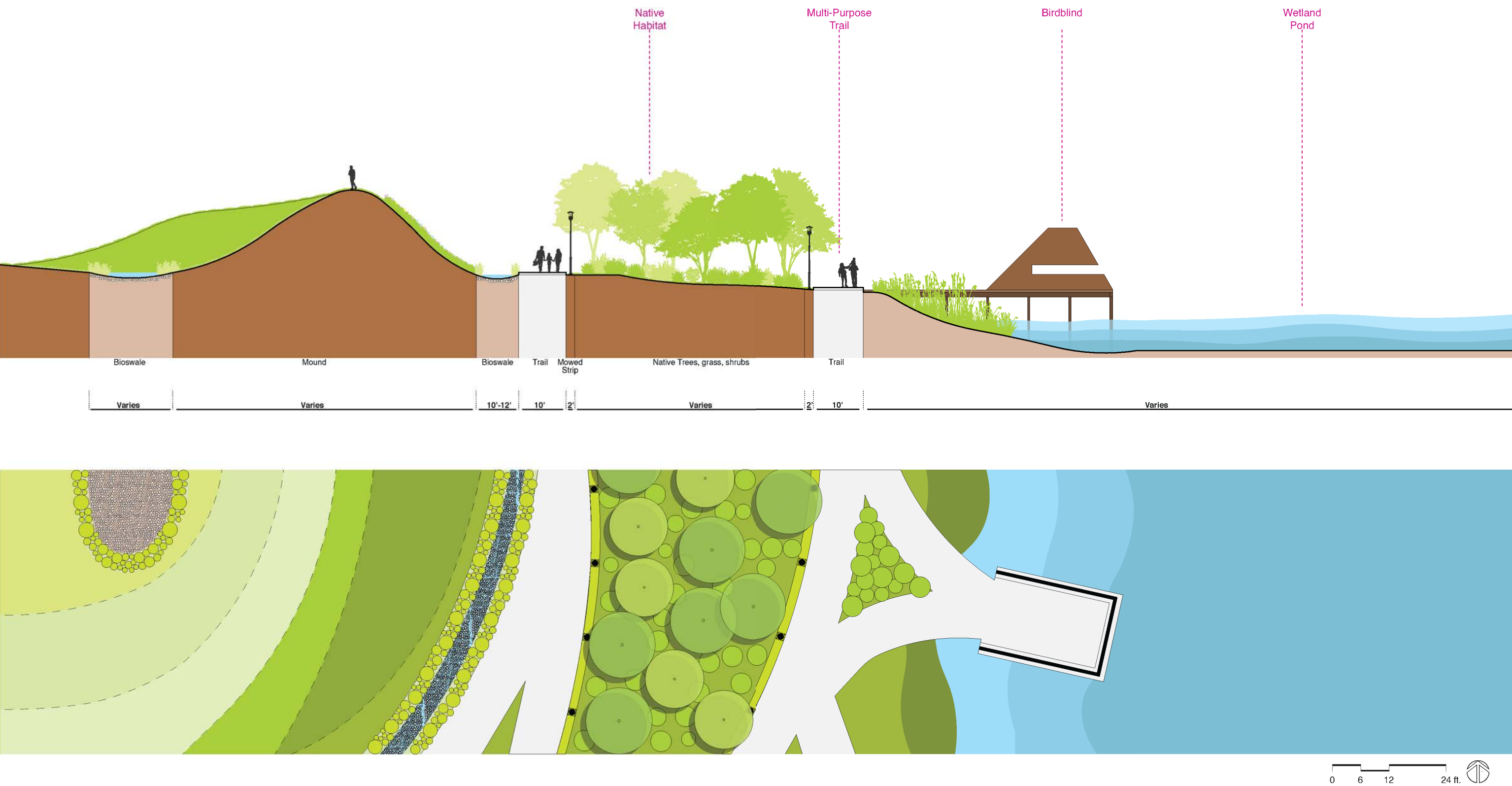


Figure 9.21 | New Urban Park Prototype Proposal Transect 3

Regenerated Wetlands

- The City of Weslaco lies adjacent to a river delta, which is a floodplain. This provides an opportunity to support regenerated wetlands to help recover endangered native riparian flora and fauna. Regenerated wetlands can also support sustainable stormwater management.
- Wetland design requires engineering studies to determine viability in existing soils. It also requires the permanent presence of water, which needs environmental engineering and a water budget. While regenerated wetlands present one of the most complex elements in the city park network, they are one of the most rewarding, offering tremendous economic and programmatic benefits related to nature, bird, and butterfly watching.

Water Management

Bioswales

- Utilize bioswales, which are open vegetated channels that collect and conduct water from adjacent streets, hardscapes, and parking areas. Bioswales are designed with an engineered soil mixture to absorb and filter polluted runoff from streets and parking areas. Bioswales can connect to larger artificial creeks, ponds, and wetlands within parks. An average width for a bioswale is ten feet. Bioswales are best located on the urban edges of parks, parallel to streets.

Artificial Creeks

- Utilize artificial channels—which are wider than bioswales—to redirect water from bioswales and park areas into ponds and wetlands. These creeks provide visual interest by supporting native species and employ rocks to stabilize slopes.

Ponds

- Design excavated artificial concave landforms to collect, filter, retain, and detain water from bioswales, creeks, and storm runoff. Engineer these elements to account for specific site conditions including soils, materials, and vegetation. Ponds perform sustainable water management while creating living systems within regenerated habitats. The size of ponds varies according to seasonal precipitation. Ponds are typically elongated and align with the main drainage axis.

Bird, Butterflies, and Nature Observation Infrastructure

Bird Blinds

- Construct bird blinds, which employ screened walls to maximize birdwatching opportunities. These structures can also elevate the architectural quality of parks. The best bird blinds are designed with context in mind, responding to cultural or microclimatic conditions.

Objective D

Introduce sustainable and regenerative design principles to Integrated City Trail Network.

This Plan calls for the creation of a metropolitan trail network, converting miles of irrigation canals and drainage ditches to green corridors. This process involves the construction of a 10-12 foot wide continuous multipurpose trail on one side of the canals. The project also adds native plants, shrubs, trees, benches, trail signage, pedestrian lighting, fixed trash cans, and pet-refuse bag stations. The multipurpose trail must accommodate heavy maintenance and emergency vehicles.

Initiative

Standardize the design of trails along canals.

A standardized approach to design will minimize construction and maintenance costs, while making the trail network identifiable to residents in Weslaco (Figure 9.23). The primary systems and components of the trail will include:

- Multipurpose Trail
- Lighting
- Seating Stations
- Signage
- Vegetation

Objective E

Use the Parks and Trails Network to raise awareness and concern for regional ecological systems.

Weslaco is located in the Lower Rio Grande Valley, a region that supports a complex, beautiful, and well-loved network of environmental systems, including one of the largest bird migration flyways in the North American continent. The watershed in this delta landscape is also highly manipulated, urbanized, and polluted. An

RDF as Regenerated Wetland



Existing RDF



Figure 9.22 | RDF as Regenerated Wetland

Design Guidelines for Trail on Canal

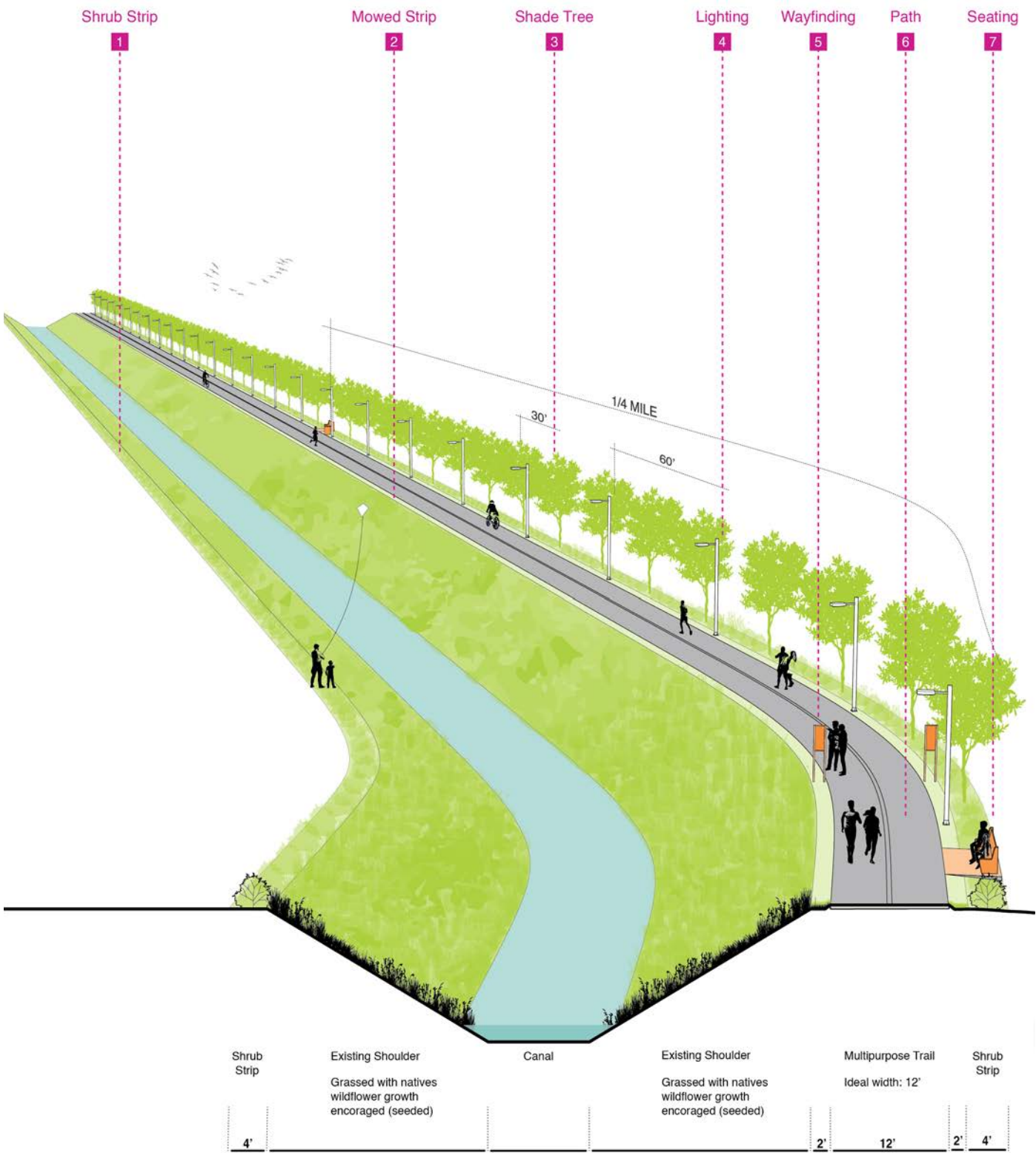
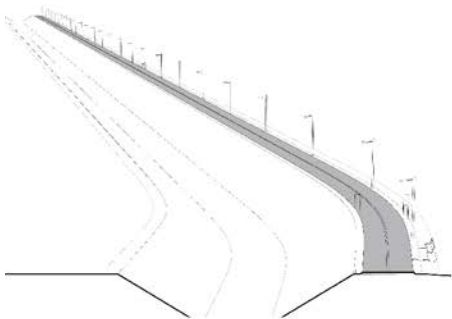


Figure 9.23 | Design Guidelines for Trail on Canal

6 Multipurpose Trail

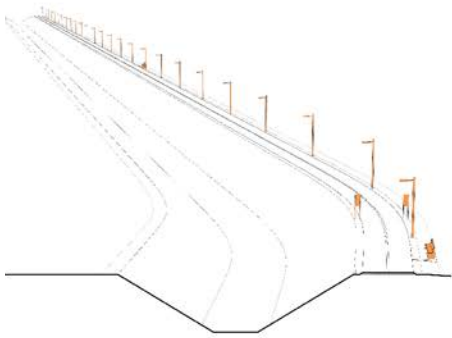


The primary element in the trail network is a 10-12 foot wide multipurpose trail. Its design must accommodate the safe enjoyment of pedestrians, bicyclists, electric scooters, and skaters. This will require establishing rules of etiquette, which can be spelled out with vertical and horizontal signage.

The trail requires two lanes, separated by a continuous, 8-inch wide, white or yellow painted line. The trail's surface can be composed of asphalt concrete or reinforced Portland concrete.

The trail will accommodate drainage with a 1% to 2% pitch towards the canal. If there is no canal, then the trail can pitch towards the low side of adjacent topography. The width and structural capacity of the trail must accommodate maintenance and emergency vehicles.

4 5 7 Urban Elements: Lighting, Seating, Trash cans, and Signage:



Lighting. Appropriate and safe lighting is a critical design element. The multipurpose trail will require 15-20 foot tall lighting poles, spaced at approximately 60 feet. Some stretches of the trail network will require low, post-mounted lighting fixtures at a height of approximately two feet to prevent light pollution or the disruption of wildlife migration patterns. These types of design decisions will require input from an ecologist and lighting designer.

Seating Stations. The trail network should include seating stations, which consist of one bench for three or four people, spaced quarter-mile intervals. The seating stations will sit on concrete platforms with a minimum width of six feet so as not to obstruct the flow of pedestrian traffic. A trash can should accompany all seating stations, located a distance of ten feet from the bench to mitigate the presence of odors. Bag dispensaries for pet refuse should be located at public intersections and access points from adjacent neighborhoods. All urban elements must be vandalism resistant.

Signage. Vertical signage will appear in the mowed parallel strips on both sides of the trail. The content and design of signage should reflect the specific conditions of the trail, for example advising the maximum speed, warning of approaching intersections, and highlighting upcoming landmarks.

1 2 3 Vegetation



As a general principle, the landscape design should employ native species of plants, grasses, shrubs, and trees. The spatial, ecological, and environmental quality of the trail depends on a localized approach that emphasizes strategically-selected and well-managed vegetation. This approach will maximize the success of new plantings and mitigate the need for management and maintenance. It will also ensure that proper habitat corridor conditions are available for wildlife, birds, and pollinators.

The trail design should stabilize the embankments of the canal with native grasses and wildflowers.

On the trail side, native grasses should cover the mowed strip in between the edge of shoulder and trail. The minimum width for this strip is two feet, with a preferred width of four feet.

On the outer side of the trail, an additional mowed strip can host vertical signage, trash cans, pet feces bag dispensers, and other trail elements. Beyond the outer mowed strip, an additional four foot wide vegetated strip composed of native shrubs and trees will define the edge, provide shade, and lower temperatures along the trail. The exact spacing of trees and shrubs will be dependent on the selected native species. Typically, a thirty foot tree spacing will suit most species, while a four-to-six foot spacing will support many shrubs.

On the opposite side of the canal, an additional strip of shrubs will define the edge of the trail corridor.

Educational Nature Watching Project: Connecting Habitats

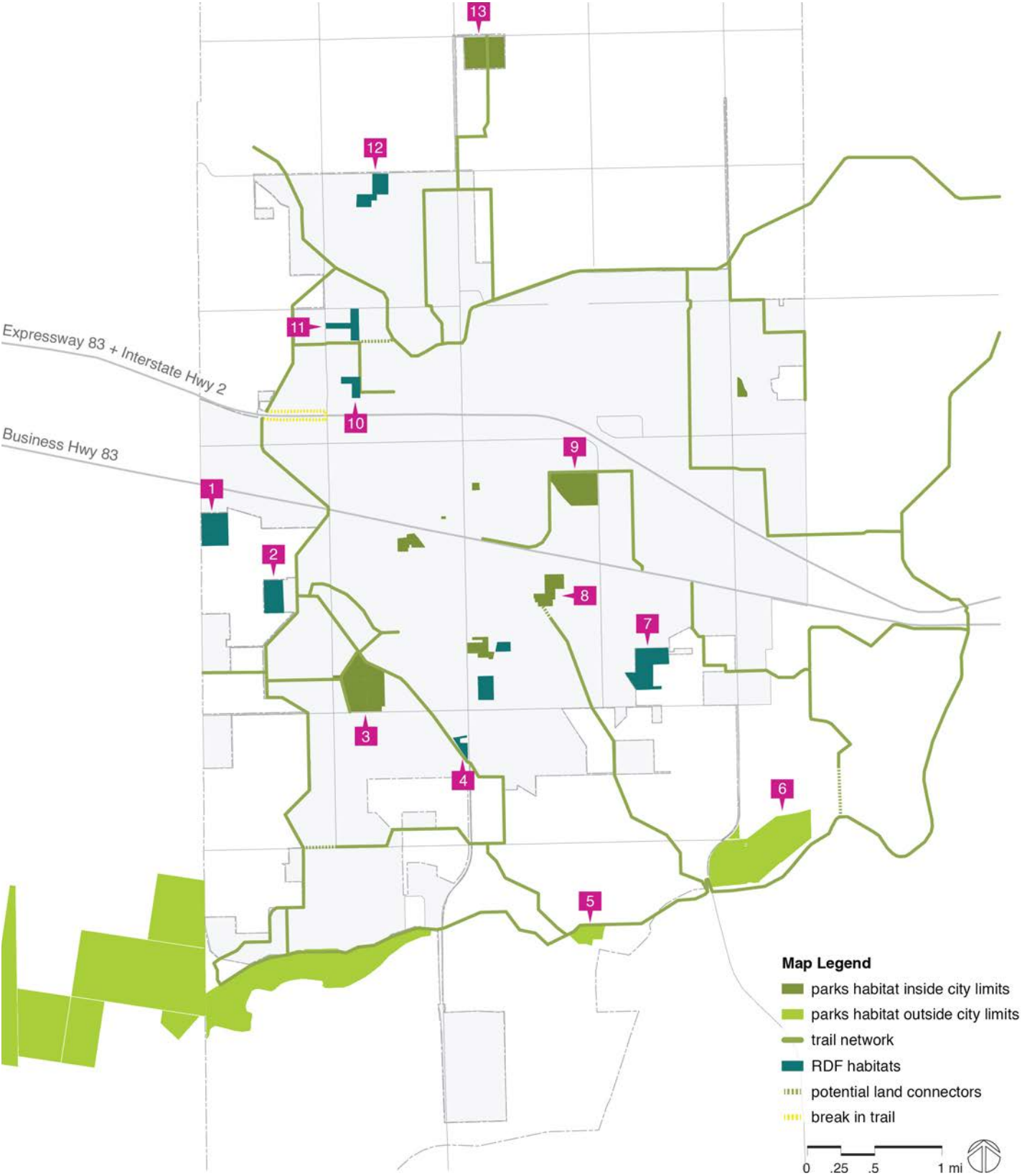


Figure 9.24 | Educational Nature Watching Project: Connecting Habitats

Integrated City Parks and Trail network can support programs that convert urban infrastructures into nature observatories and laboratories, raising awareness of regional ecological issues.

The possibilities for nature-based programming in city parks and along trails is significant. Similarly, the system of RDFs remains an untapped educational resource, one that can raise awareness about flood control, local habitats, and local flora and fauna. The impact of renaturalized ecologies offers the chance for people of all ages to intensify their relationship with nature, encouraging the recovery and long-term sustainability of flora and fauna habitats.

Initiative
Reimagine stormwater detention facilities as living sponges and habitats.

While the primary obligation of regional detention facilities is to detain stormwater, this infrastructure can also support riparian/aquatic habitats that are native to the Lower Rio Grande delta. By repurposing water management infrastructure as living sponges, the City of Weslaco can advance an ecological education project that appeals to tourists, residents, and students alike (Figure 9.22).

To repurpose RDFs as living habitats, designers and engineers must consider how a host of issues—including water infiltration, retention, detention capacity, soil and surface perviousness, water table elevation, and pollution—impact the infrastructure’s capacity to sustain life. Such criteria should be considered during the construction and retrofit of all stormwater infrastructure. The positive social, economic, and ecological benefits of this approach are already evident in Weslaco, for example in the demonstration wetland at the IDEA Public School Headquarters.

Initiative
Leverage Parks and Trails Network for a web-based, educational nature-watching project.

The Lower Rio Grande Valley is a well-known national and international destination for bird and butterfly watchers. The region is one of the few places in the continental United States where people can observe tropical bird and butterfly species that are more common in lower latitudes. For this reason, birdwatchers from other parts of the United States, Canada, and abroad travel to the Lower Rio Grande to enjoy the region’s

many ecological assets. Chapter 3 and Chapter 9 outline some of the economic impacts of birdwatching on the region. Along with the warm weather and lush landscape, birdwatching provides a powerful draw for residents and Winter Texans, who also enjoy access to three nature sites: the 230-acre Estero Llano Grande Texas State Park, located in South Weslaco, which is part of the World Birding Center network; the 6-acre Valley Nature Center, which neighbors Gibson Park; and the 15-acre Frontera Audubon, which is located in the intersection of 12th St. and S. Texas Boulevard.

For all of these reasons, the Integrated Parks and Trails Network has the capacity to support an ecological education project that raises environmental awareness for tourists, residents, and students (Figure 9.24). The content for an educational nature-watching project might be developed through a collaboration between the Texas Parks and Wildlife Department or the United States Fish and Wildlife Service and a state university. Ideally, the content would be web-based, with a free downloadable app that provides access to self-guided tours, videos, lectures, and information related to the ecological elements and networks of the Lower Rio Grande Valley. Users could search for information about flora and fauna using name, location, or keywords. Such an app could highlight a curated educational project, advertising programs, tour itineraries, and special events at various locations within the network. The tours would highlight bird and butterfly habitats, sustainable water management, native habitat restoration, flood mitigation, and large-scale regional planning. This type of project will provide a unique opportunity for tourists and bird watchers to explore the city by foot, bicycle, or scooter over the course of several hours or several days.

10 Future Transportation

Objectives

- A Create Integrated Multimodal Transportation Plan.
- B Pursue a green streets program to maximize water quality and reduce storm runoff.

Objective A

Create Integrated Multimodal Transportation Plan.

Chapter 10 describes a network of complete streets to move automobiles, buses, pedestrians, and cyclists. This network, together with the trail network proposed in Chapter 9, offers a dynamic and integrated network that facilitates easy and safe travel throughout the city. The City of Weslaco should consider the following initiatives to advance this goal. In order to realize a complete streets program, the City of Weslaco must begin by revisiting portions of the Code of Ordinances, specifically Chapter 118 Streets and Sidewalks Ordinance and Appendix B Subdivision Regulations.

Initiative

Pursue a complete streets program.

Complete streets maximize accessibility, mobility, safety, and connectivity for people of all ages and abilities. Complete streets recognize that roadways are for pedestrians, bicyclists, drivers, and transit users. Complete streets also reduce motor vehicle-related crashes while improving pedestrian and bicyclist safety (Reynolds et al., 2009). When fully realized, a complete streets network utilizes a wide range of elements including sidewalks, bicycle lanes, bus lanes, public transportation stops, crossing opportunities, median islands, accessible pedestrian signals, curb extensions, modified vehicle travel lanes, streetscape, and landscape treatments (U.S. Department of Transportation).

A complete streets program will benefit the City of Weslaco in multiple ways: making streets safer for pedestrians and cyclists, increasing aesthetic appeal to residents and tourists, defining community identity, facilitating active lifestyles for residents, and increasing easy access to local businesses. The ambition and scope for a complete streets program must align with a community's values and resources. In Weslaco, a successful complete streets program will include design standards for the following elements:

Automobiles. In Weslaco, as in most communities,

the functional needs of automobiles dominate design standards for streets. Still, the best streets provide safe passage for users of all modes and abilities. Because automobiles are the dominant mode of transportation, their functional requirements often crowd out the needs of alternative transportation modes. Automobiles can also pose a significant danger to pedestrians, bicyclists, and transit users. This chapter presents a Thoroughfare Plan that recommends multiple strategies to make streets more effective for all users, reducing the number of driving lanes, overall street widths, and speed limits on arterials and collectors (Washington State DOT, 15).

Sidewalks. Sidewalks constitute the core of Weslaco's pedestrian system while serving multiple functions: allowing tourists and shoppers to access businesses, kids to walk to school, neighbors to visit neighbors, and families to walk to the park. The 2016 Comprehensive Plan notes that Weslaco's existing sidewalk network remains incomplete and lacks continuity (Gonzalez De La Garza 2016, 118). This remains the case in 2022. The following Thoroughfare Plan establishes sidewalk design standards along arterials, collectors, local streets, and within neighborhoods. Some of these strategies include the addition of medians, curb bulb-outs, reduced speed limits, accessible crosswalks, increased crossing times, and buffer spaces between sidewalks and streets (Washington State DOT, 9). The City can maximize pedestrian mobility and connectivity by leveraging these design standards in all new street construction and retrofits, as permitted by the width of rights-of-way.

Bikes. Weslaco's compact size, warm weather, and relatively flat topography mean that it has excellent potential as a cycling landscape. The following Thoroughfare Plan establishes design standards for dedicated one- and two-way bike lanes on both arterial and collector streets. The City should prioritize two-way lanes in areas where widths in the right-of-way allow. The City should also incorporate support infrastructure including bike racks, wayfinding signage, and a bike share program. In order to build a comprehensive cycling network, the City must add more dedicated bike lanes and maximize the number of potential cycling destinations. This involves evaluating the capacity of arterial and collector streets to accommodate bike lanes, then choosing the most desirable destinations for cyclists. This Plan recommends prioritizing schools and parks as initial targets.

Trails. Chapter 9 describes an Integrated City Trails Network Plan that will maximize access to parks, nature preserves, local landmarks, and the southern levee trail. The Plan does so by leveraging existing rights-of-way along drainage ditches and irrigation canals. A successful trail network will operate both independently of and in concert with the existing street network. Chapter 9 establishes design standards for the trail to minimize construction and maintenance costs, while making the trail network more identifiable to Weslaco residents. The primary systems and components of the trail include a multipurpose trail, lighting, seating stations, signage, and vegetation.

Transit. Great streets support a reliable, efficient public transit system. Successful public transit systems provide multiple community benefits, reducing automobile accidents, cutting vehicle emissions, improving public health, and expanding overall accessibility. Given the current lack of transit options in Weslaco, the City should work closely with Valley Metro to expand the number of routes along arterials, directness of routes to key destinations, and evening hours. As the transit network expands, the City can consider transit access in the design of streets, providing buffered and shaded waiting areas, maintaining crosswalks near transit stops, and equipping transit stops with bicycle racks. Eventually, Weslaco can also consider park-and-ride facilities to encourage transit usage and carpooling (Washington State DOT, 13).

Initiative

Coordinate transportation infrastructure with land use to maximize development opportunities

The Future Land Use Plan described in Chapter 7 provides a foundation for this Addendum, aligning future development patterns with available land resources, market trends, and existing transportation infrastructure. Chapter 10 extends this logic, aligning the proposed Thoroughfare Plan with future land use by establishing design standards that serve specific functions, programs, and contexts. The relationship between transportation networks and land use is critical, as excessive or premature street construction in undeveloped areas can catalyze leap-frog development. This type of uncoordinated growth generates direct and indirect costs: raising infrastructure costs, marginalizing existing businesses, increasing overall vacancy, lowering rents, and lowering property tax revenue in existing areas. That is why the City must

work on parallel tracks: first, enhancing the existing transportation networks to improve congestion, safety, and overall network connectivity; and second, addressing medium-range development needs in the northern metropolitan area by extending north-south arterial streets and east-west collectors.

The Thoroughfare Plan also proposes design standards to support mixed-use programming. Typically, the most successful mixed-used programming occurs along commercial corridors and at the seams between neighborhoods. The Thoroughfare Plan therefore designs arterial streets to accommodate both high-intensity commercial uses and multifamily housing complexes; collector streets to support medium-intensity commercial uses and multifamily housing options like townhouses; and local streets to accommodate small-scale office programs and small-scale single- and multifamily housing.

Initiative

Create integrated Thoroughfare Plan.

The following Thoroughfare Plan provides schematic design standards for an integrated street system (Figure 10.1). This will allow the City to align investments in transportation infrastructure with future land use development. The Thoroughfare Plan will specifically help the City strategize road construction, street maintenance, right-of-way dedication, commercial development, and the platting of subdivisions.

The Thoroughfare Plan groups streets into functional classes according to their traffic movement and volume. Street classifications include freeways, arterials (high speed principal arterials/principal arterials/minor arterials), collectors, local streets, and neighborhood streets. The schematic design standards for each functional typology differs to meet the corridor's intended purpose. The City currently uses the design standards that are set forth in the Hidalgo County Thoroughfare Plan, Pavement Widths and Rights-of-Way. The following list updates schematic design standards for each of the proposed street typologies:

Arterials

Examples. Business 83, Texas Blvd. (north of Pike), International Boulevard/FM Rd. 1015.

Primary Function. This street makes connections at

Thoroughfare Plan

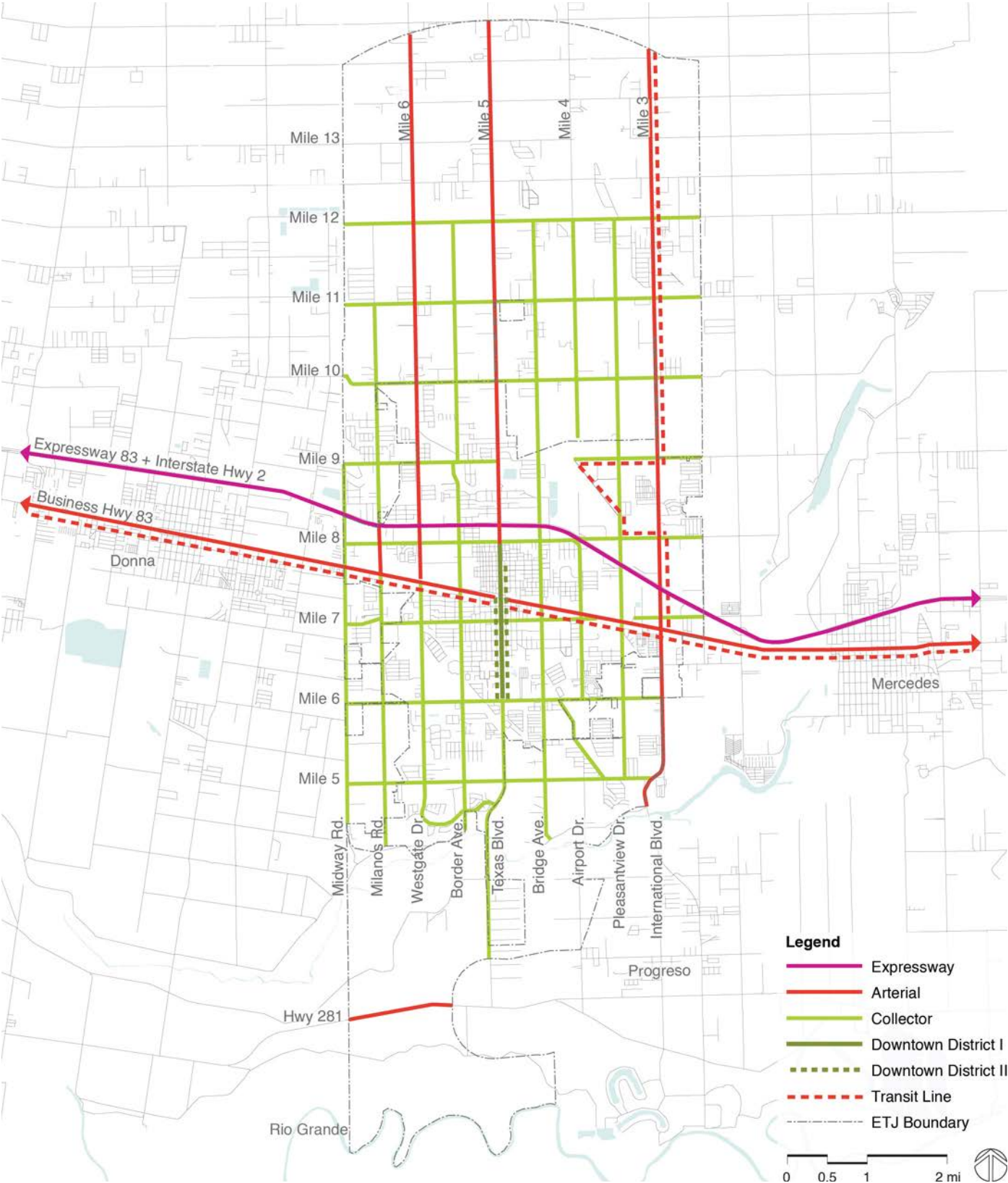


Figure 10.1 | Thoroughfare Plan

the metropolitan scale, prioritizing traffic flow and connectivity. It accommodates high vehicle capacity and speed, through traffic, left turns into large-scale retail lots, and connects to highways. Arterials must simultaneously accommodate public transit, pedestrian safety, business access, and overall user experience.

Width. Principal arterial streets typically exist within a 150 feet wide right-of-way. An arterial street has widths between 65-85 feet, accommodating four or five traffic lanes.

Principles. Maximize traffic flow and safety by minimizing curb cuts, utilizing median-controlled left turn lanes. Maximize pedestrian and cyclist experience by including demarcated crosswalks, sidewalks, and two-way separated bike lanes.

Environmental Strategies. At the median, add periodic bioswales or infiltration trenches to increase infiltration and improve the quality of stormwater runoff. Utilize native plantings to minimize required landscape maintenance and watering. Street trees can work at the median if they do not obstruct the view of drivers. Consider bioretention if the available area allows. Adjacent to the street, consider linear strategies like bioswales, infiltration trenches or street trees, assuming they do not block the sightlines of drivers (Figure 10.2).

Collectors

Examples. 18th St. and 6th St.

Primary Function. These streets make connections within and between neighborhoods, providing a secondary network to support arterial streets. Collectors accommodate moderate- to high-vehicle capacity and speed, including through traffic. It provides access to an eclectic mix of residential and commercial programs. Collectors must also prioritize pedestrian safety and experience.

Width. Collectors exist within a 65-feet wide right-of-way, with street widths of up to 45 feet.

Principles. Maximize traffic flow by utilizing dedicated left turn lanes, as width allows. Maximize pedestrian and cyclist experience by including demarcated crosswalks, sidewalks, and one- or two-way dedicated bike lanes, as width allows.

Environmental Strategies. Adjacent to the street, consider linear detention strategies like bioswales, infiltration trenches, stormwater planters, or stormwater curb extensions. Street trees are appropriate, assuming they do not block the sightlines of drivers. Consider permeable pavement for on-street parking, bike lanes, and sidewalks (Figure 10.3, Figure 10.4).

Local Streets

Example. Plaza St.

Primary Function. Local streets make connections within neighborhoods, transitioning people from collectors to home. Local streets accommodate low-vehicle capacity and speed, providing access primarily to residential programs. Local streets prioritize pedestrian safety and experience.

Width. A local street has widths between 22-30 feet. Weslaco's Subdivision Regulations require that minor streets with single-family lots and a frontage of 50 feet or more must have a right-of-way of at least 50 feet with abutting five-foot utility easement. The streets also must provide a minimum of one overflow parking space for every two lots or dwelling units, within a reasonable distance from the lots or units to be served. Minor streets with multifamily lots must have a right-of-way of at least 60 feet, and a minimum pavement width of 37 feet and be in compliance with all off-street parking ordinances.

Principles. Minimize traffic flow with narrow lanes and street parking on one or both sides of the street. Maximize pedestrian and cyclist experience by including demarcated crosswalks, sidewalks, and one- or two-way dedicated bike lanes or sharrows as width allows.

Environmental Strategies. Adjacent to the street, consider stormwater planters, stormwater curb extensions, tree pits, and tree trenches. Street trees are desirable to provide shade on the sidewalk. Consider permeable pavement for on-street parking, bike lanes, and sidewalks. As street width allows, consider curbless streets in combination with adjacent bioswales and bioretention (Figure 10.5).

Downtown District I

Examples. Texas Blvd. between Pike Ave. to the north and 6th St. to the south.

Arterial

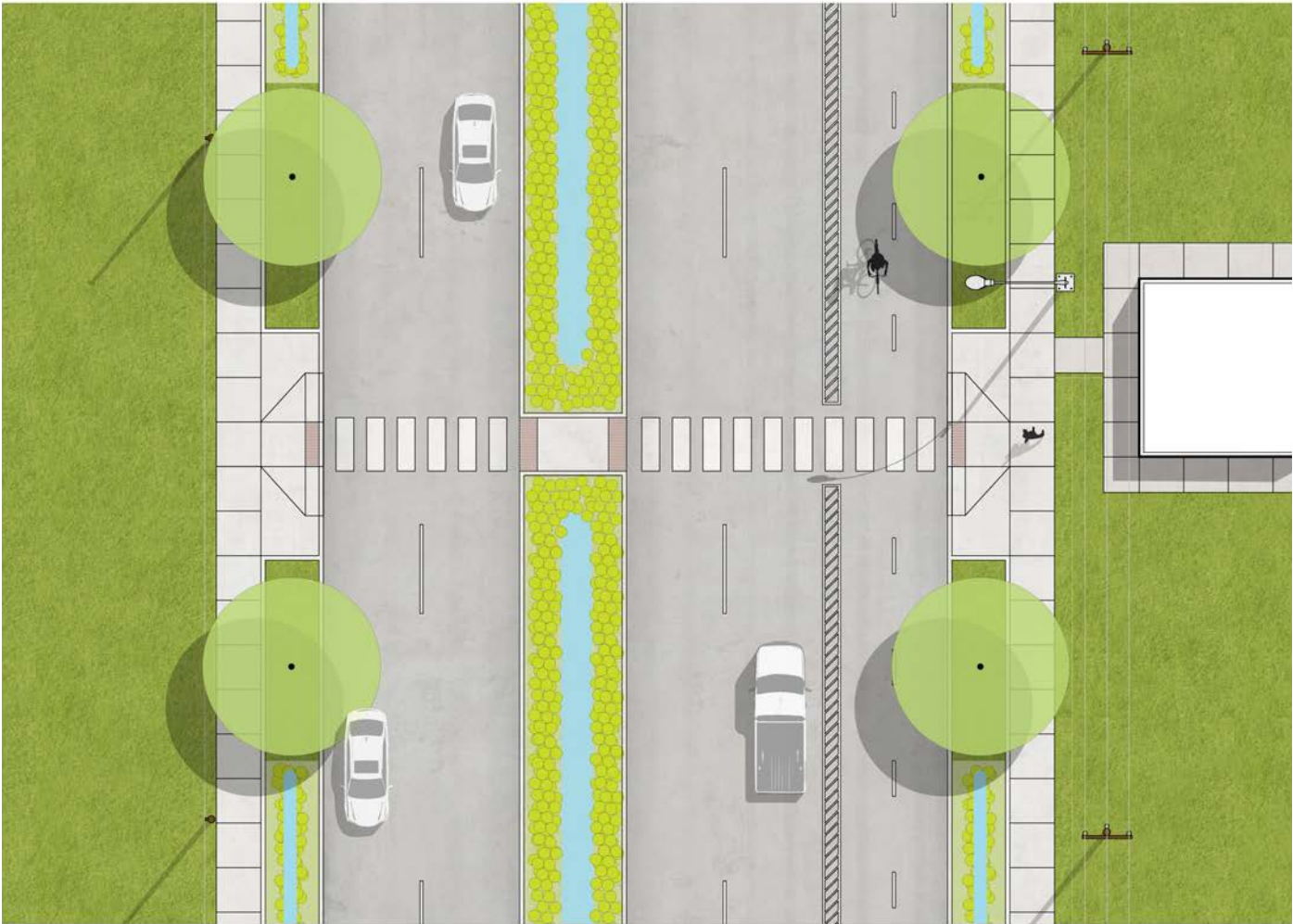
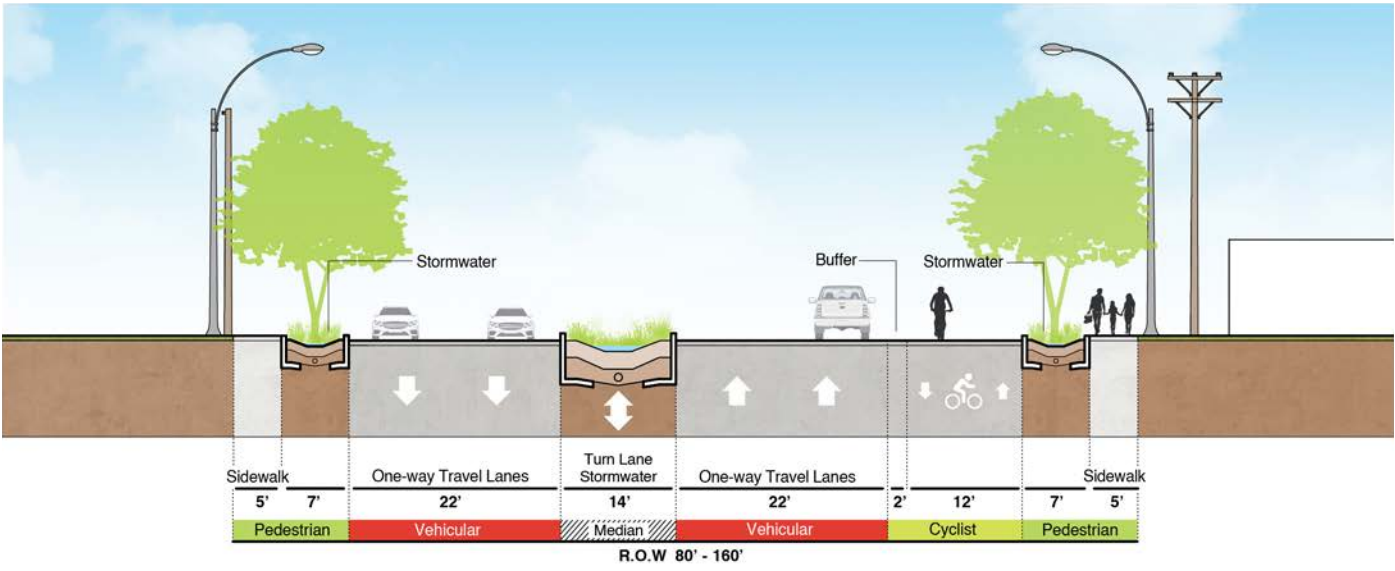


Figure 10.2 | Arterial

Collectors

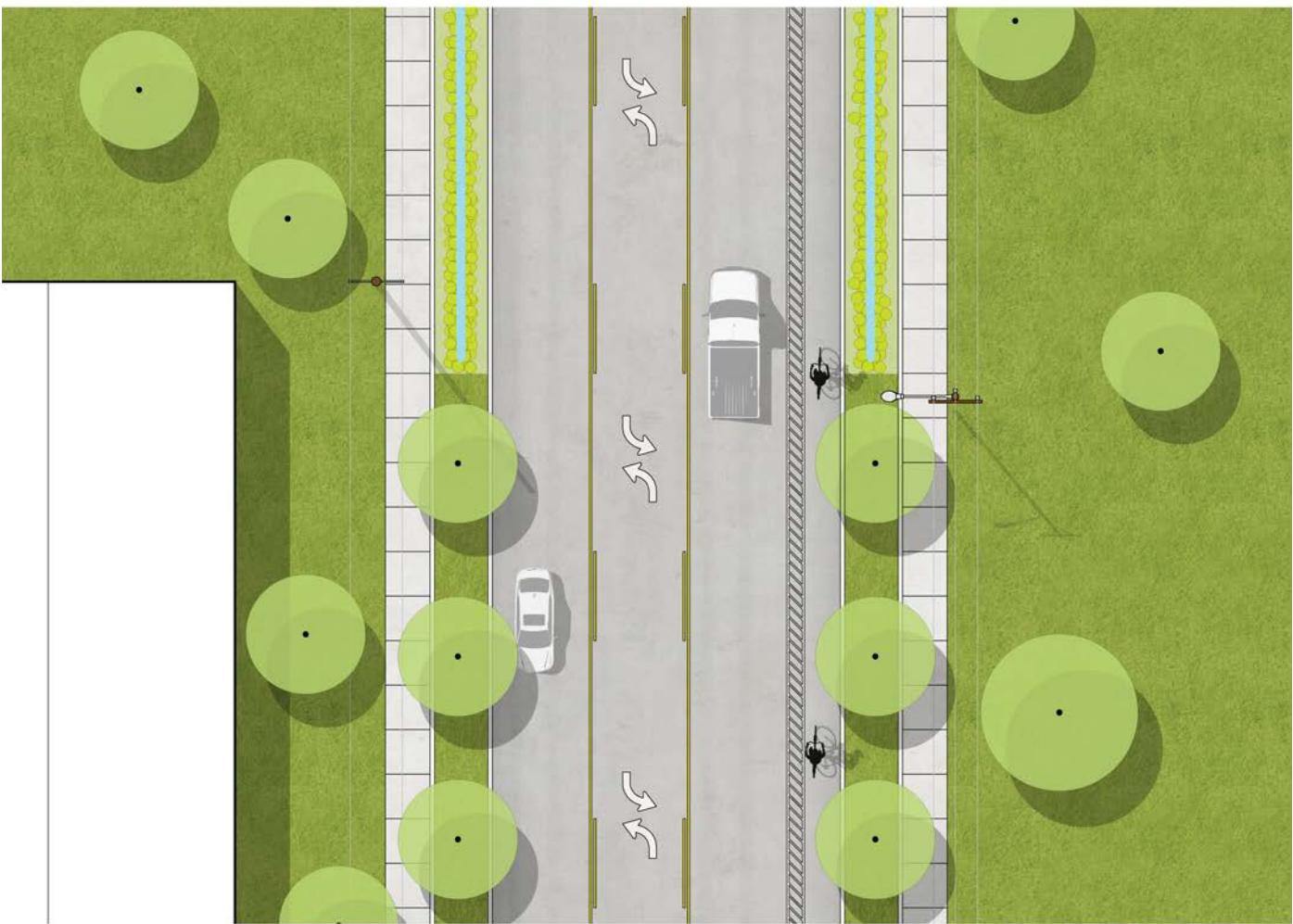
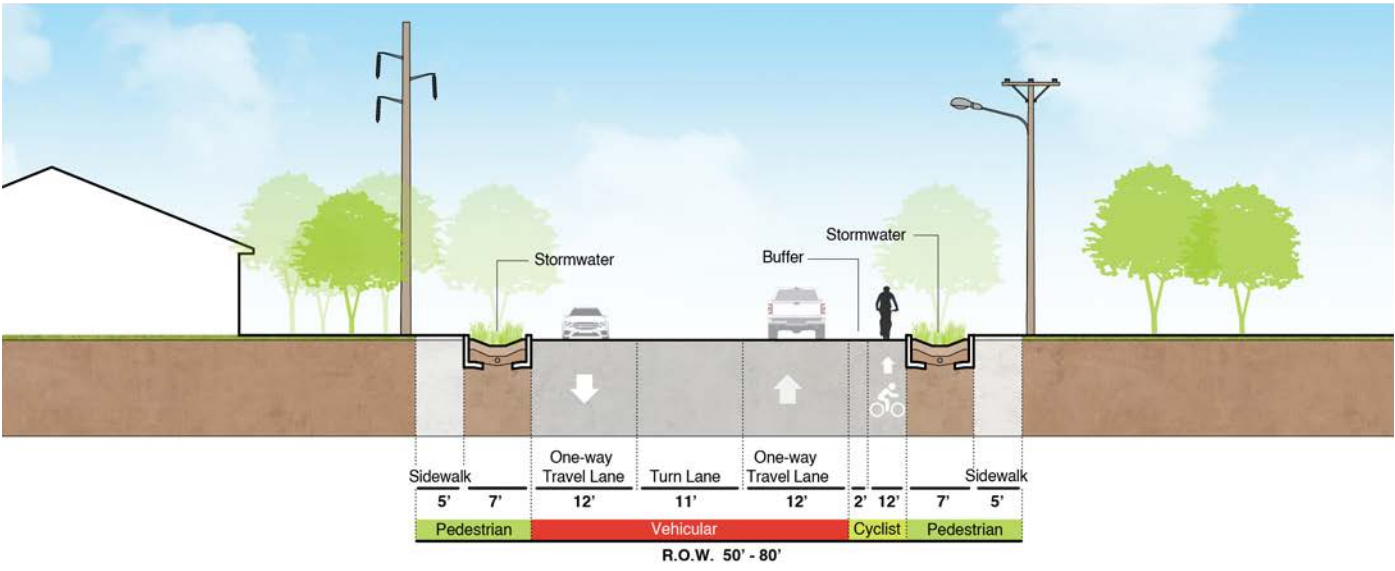


Figure 10.3 | Collectors

Local Streets

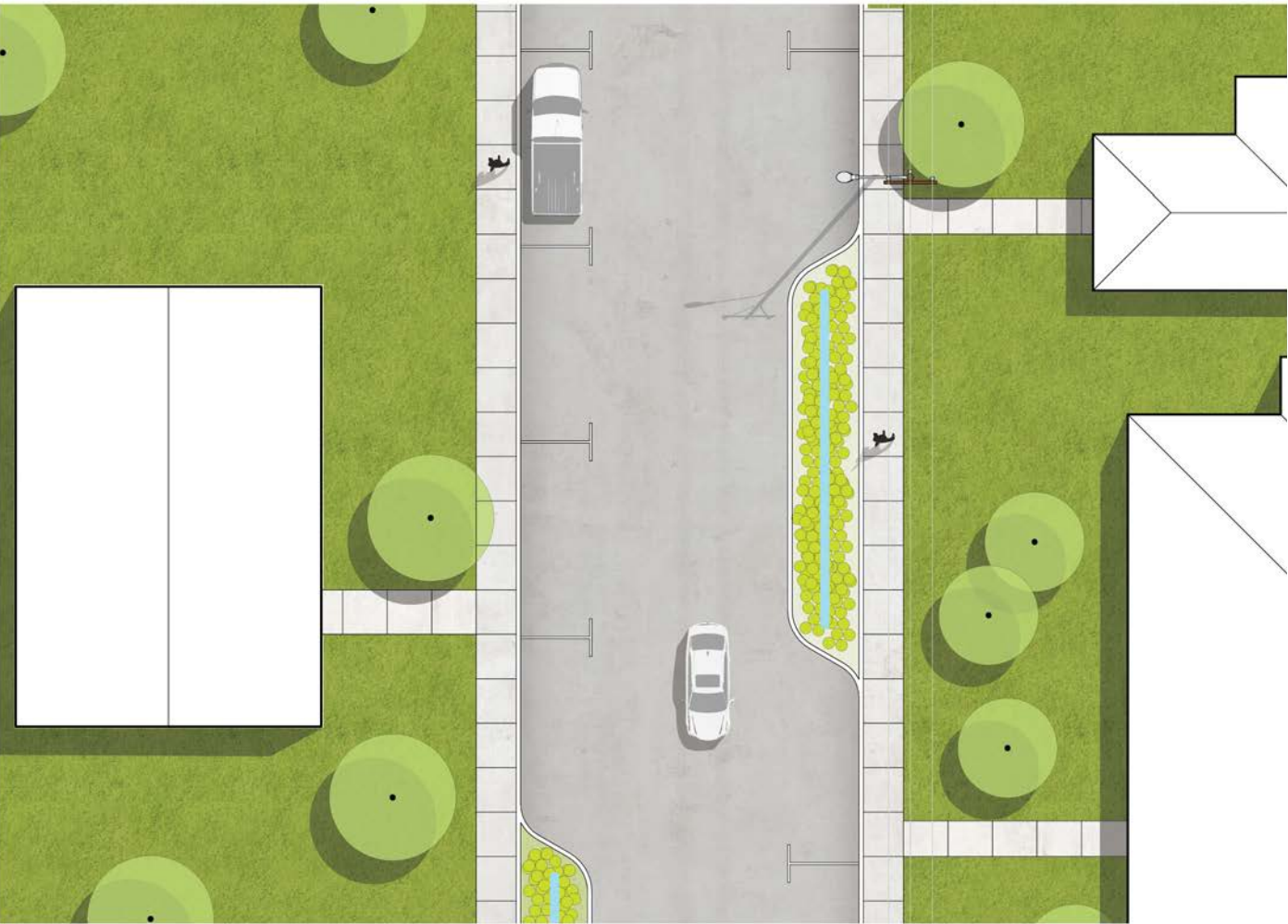
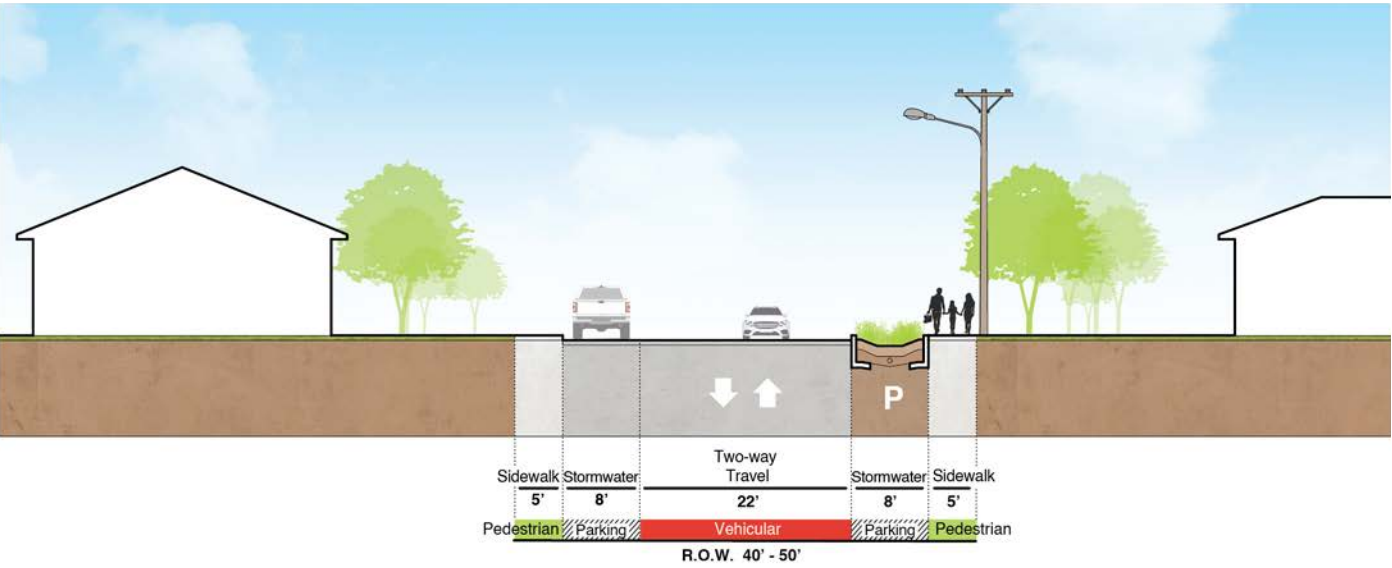


Figure 10.4 | Local Streets

Subdivision Streets

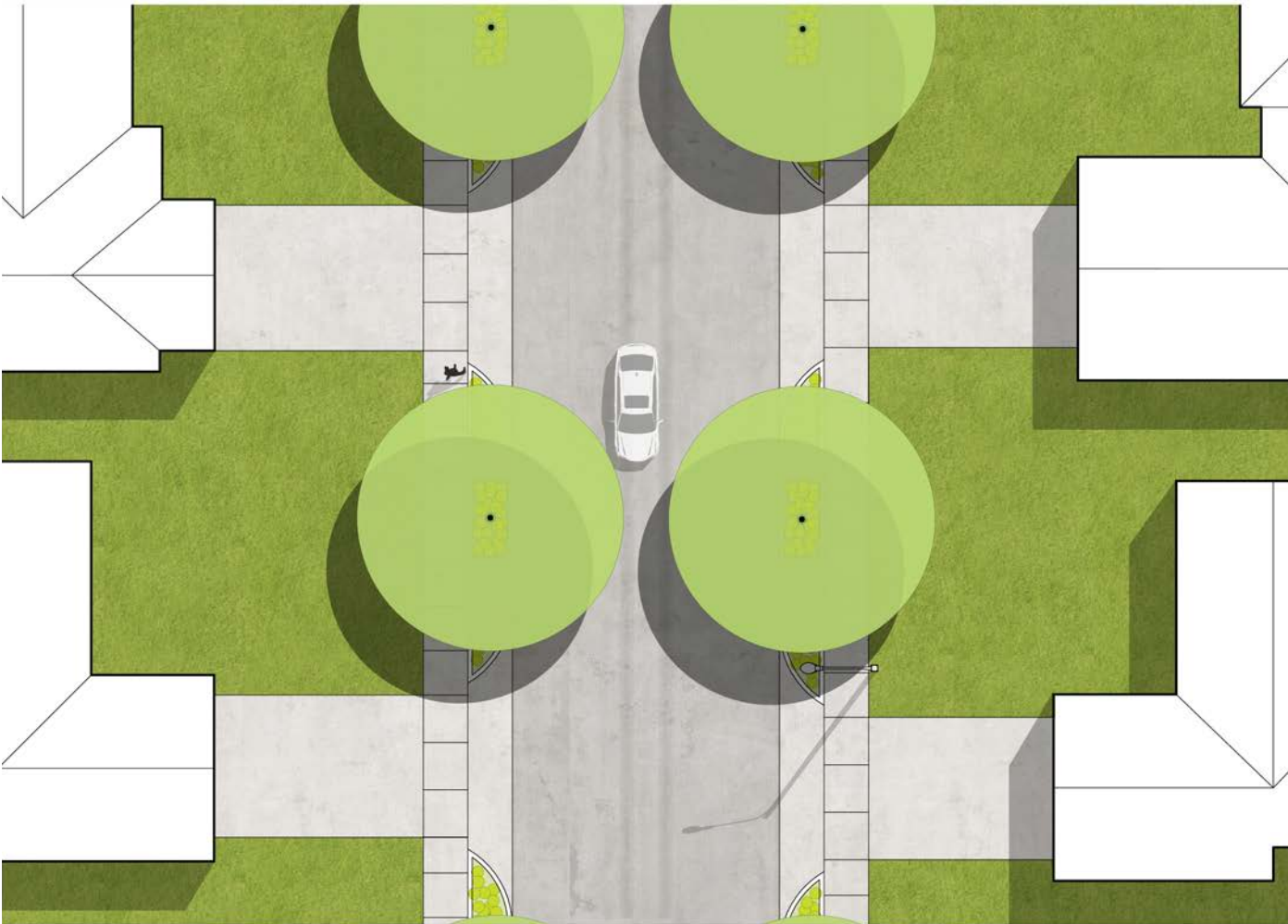
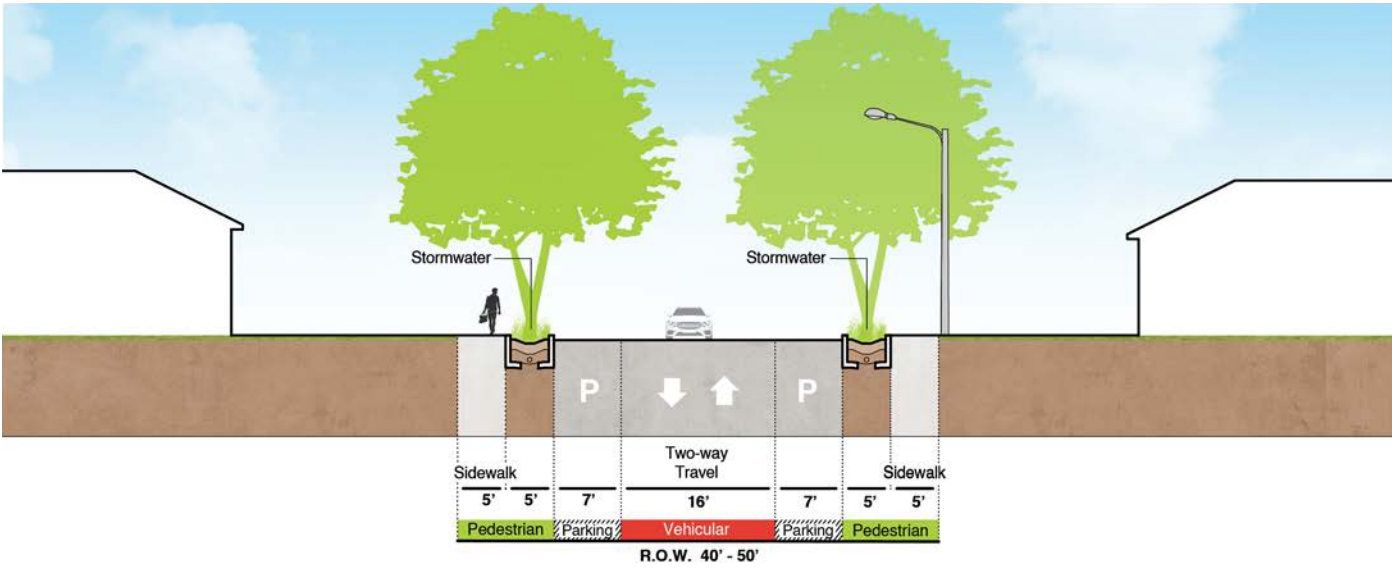


Figure 10.5 | Subdivision Streets

Primary Function. Texas Blvd. functions as a “main street,” attracting residents and tourists with a diverse mix of activities. The success of Texas Blvd. emerges from its character and ability to define the user experience of Downtown. Texas Blvd must accommodate medium-vehicle capacity and speed, providing access to adjacent commercial programs, and prioritize pedestrian safety and experience.

Width. Texas Blvd. has widths between 45-60 feet.

Principles. Maintain continuous and slow traffic flow with curb bulb-outs and parallel street parking on both sides. Maximize pedestrian experience with parklets, crosswalks, generous sidewalks, seating, shade trees, and lighting.

Environmental Strategies. Adjacent to the street, consider stormwater planters, infiltration trenches, stormwater curb extensions, tree pits, and tree trenches. Add street trees to provide shade on the sidewalk. Add planted infiltration and detention zones at intersections to detain stormwater and improve quality of stormwater runoff. Leverage native plantings throughout to minimize required landscape maintenance and watering (Figure 10.6).

Downtown District II

Examples. Missouri Ave. south of Business 83 and north of 6th St. Kansas Ave. south of Los Torritos St. and north of 6th St.

Primary Function. These streets function as secondary “main streets,” attracting residents and tourists with a diverse mix of activities. They also allow automobiles to partially bypass Texas Blvd. The success of these streets emerge from their contribution to the character of the Downtown District. Missouri Ave. and Kansas Ave. must accommodate low-vehicle capacity and speed, providing access to adjacent commercial programs, and prioritize pedestrian safety and experience.

Width. Missouri Ave. and Kansas Ave. have widths between 40-60 feet within the Downtown District.

Principles. Maintain continuous and slow traffic flow with curb bulb-outs and angled parking on both sides. Maximize pedestrian experience with parklets, crosswalks, generous sidewalks, seating, shade trees, and lighting.

Environmental Strategies. Adjacent to the street, consider stormwater planters, infiltration trenches, stormwater curb extensions, tree pits, and tree trenches. Add street trees to provide shade on the sidewalk. Add planted infiltration and detention zones at intersections to detain stormwater and improve quality of stormwater runoff. Leverage native plantings throughout to minimize required landscape maintenance and watering (Figure 10.7).

Alleyways

Examples. The alleyway that spans between W. 4th St./W. 5th St. south of Texas Blvd.

Primary Function. Alleyways typically accommodate commercial deliveries, trash and recycling pickup, utilities, and access for emergency vehicles. In Weslaco, alleys flank the east and west sides of Texas Blvd. as it passes through Downtown. Alleys also appear in many of the historic neighborhoods, where they typically remain unpaved.

Width. Widths range from twelve to twenty feet across.

Principles. Alleyways must continue to accommodate commercial deliveries, trash and recycling pickup, utilities, and access for emergency vehicles.

Environmental Strategies. Permeable paving works well in alleyways, given the limited drainage area. Consider infiltration trenches and subsurface detention to minimize stormwater runoff.

Initiative
Pursue funding for street improvements through the MPO.

Street improvements are typically funded through a combination of sources: city and county operating budgets, local government bond issues, and state and federal funds via the Metropolitan Planning Organization (MPO). The Thoroughfare Plan targets two state roads for redesign—Texas Blvd. and Business 83—that might be eligible for funding through the Transportation Improvement Program, managed by the Rio Grande Valley Metropolitan Planning Organization (RGVMPO). These funds typically require a 20% contribution from State and local sources. The federal funds can be applied to the construction of roads, transit, and related transportation projects. The funds typically do not cover land purchase and design fees.

Downtown District I

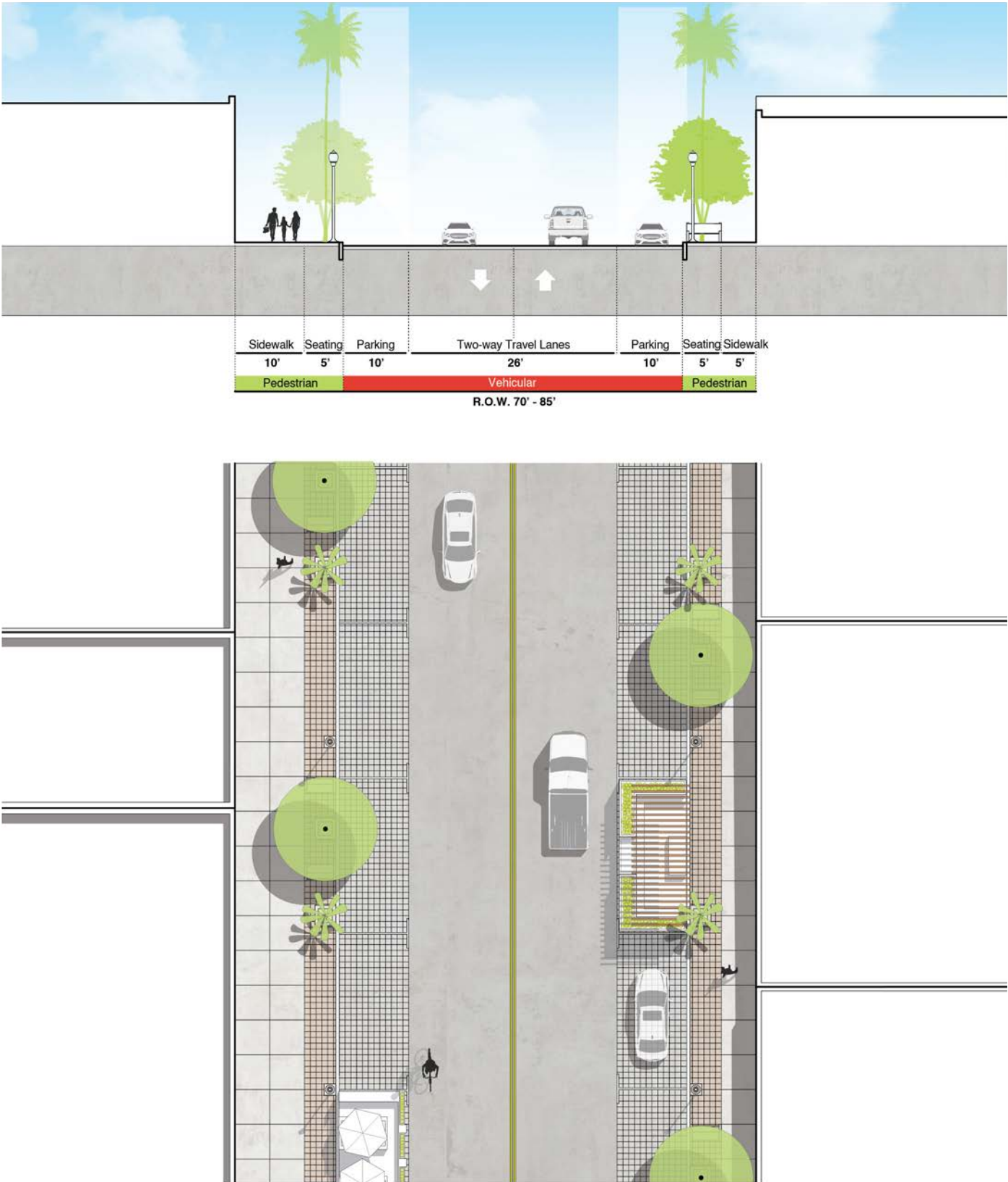


Figure 10.6 | Downtown District I

Downtown District II

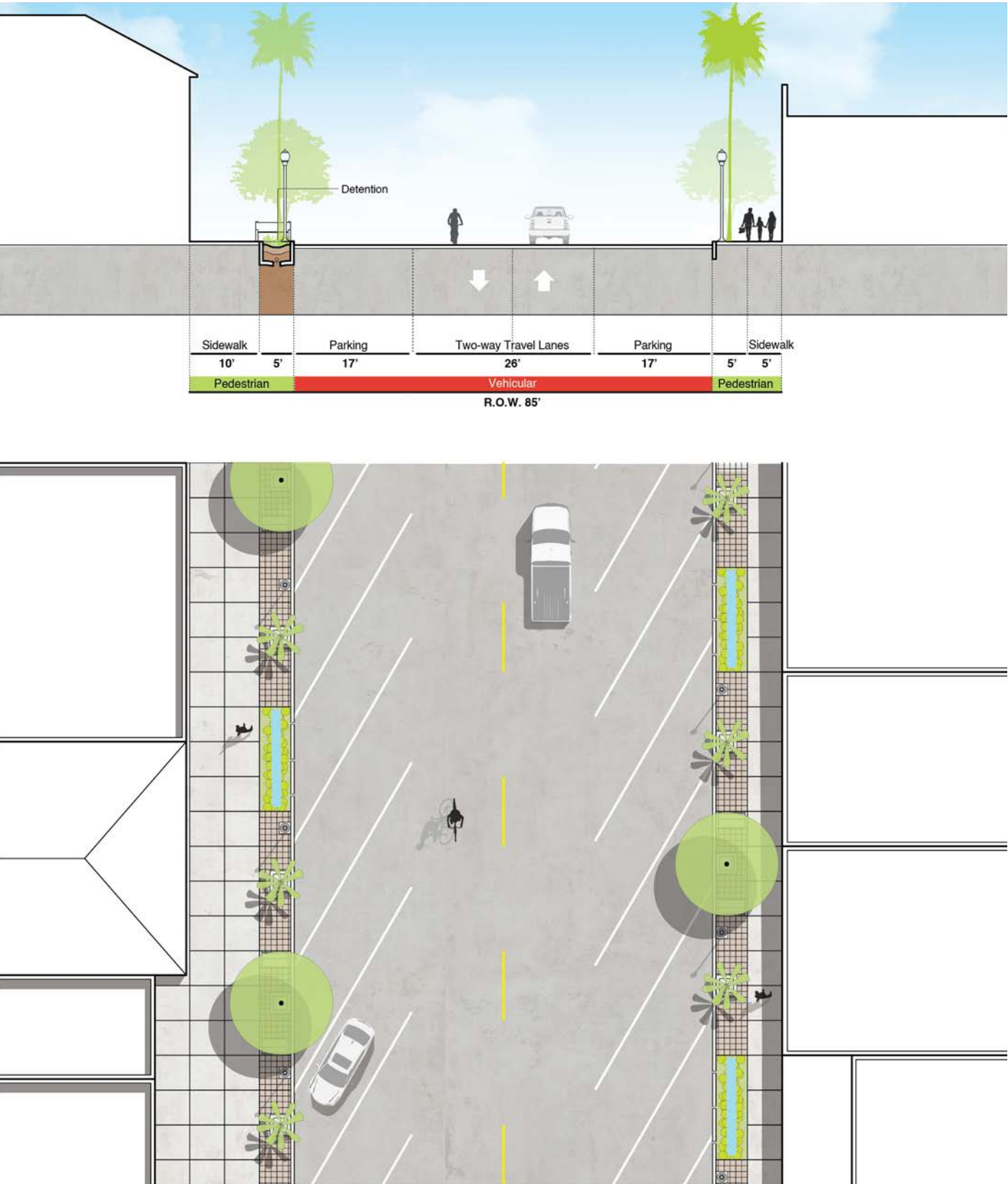


Figure 10.7 | Downtown District II

Texas municipal governments with populations similar to Weslaco have leveraged this program to fund street improvements. For example, the Green Ribbon Landscape Improvements Program sets aside funds for landscape projects in districts with air quality compliance issues (RGVMPO, 13). The Federal Highway Administration and TxDOT Green Ribbon recently awarded \$500,000 to the City of Grapevine, TX (2019 population 53,317). This project will plant over 350 adaptive and native trees, along with landscape enhancements including shrubs, grasses, drip irrigation system, and pavers within the medians (Grapevine Parks & Rec 2019). Similarly, the Transportation Alternatives Program funds a variety of alternative transportation projects for pedestrians, bicyclists, non-motorized transportation, and community improvement activities (RGVMPO, 12). The TxDOT's Transportation Alternatives Set-Aside Program recently awarded the City of Texarkana, TX (2019 population 36,688) with \$2,310,247 for preliminary engineering and construction of the Kennedy Lane Bicycle & Pedestrian Improvements (TXK Today 2021).

Additionally, The Infrastructure Investment and Jobs Act, signed into law on November 15, 2021, offers significant funding opportunities for Weslaco infrastructure projects related to the following (The White House 2021):

- Active Transportation Infrastructure: \$1 billion over five years to build active transportation networks that connect people with public transportation, businesses, workplaces, schools, residences, recreation areas, and other community activity centers.
- Healthy Streets Program: \$500 million over five years (\$100 million a year) that can be used to install cool and porous pavements, expand tree cover in order to mitigate urban heat islands, improve air quality, and reduce impervious surfaces, stormwater runoff, and flood risks.
- Wildlife Crossings Pilot Program: \$350 million over five years to reduce the number of wildlife-vehicle collisions and improve habitat connectivity for terrestrial and aquatic species.
- Complete Streets Initiative: These funds can be used for creating Complete Streets standards, policies, and prioritization plans; new plans to create a network of active transportation systems; or projects that integrate active transportation and public transportation, and improve the safety of cyclists and pedestrians.

Federal-Aid highway funds are provided by Congress to help States pay for construction, reconstruction, and improvement of highways and bridges on eligible Federal-Aid highway routes. The funds also support select special purpose programs and projects. Funding comes through the Federal Lands Highway Program, with the goal of improving access to and within National Forests, National Parks, Indian Lands and other public lands. A guide is available to help FHWA, State highway agencies, local governments, and private sector personnel in order to understand the scope of Federal-Aid programs (US Dept. of Transportation 2018 A Guide To Federal-Aid Programs And Projects 2018).

Initiative
Urbanize intersection designs.

Arterial intersections. Arterials are typically the most congested streets in cities, receiving traffic from collectors, locals, and neighborhood streets. They are also the most susceptible to commercial strip development, which is often hostile to pedestrians and cyclists. The design of arterial intersections should accommodate the functional requirements of automobiles while transcending a purely utilitarian logic. This means urbanizing all four corners: reducing curb radii, adding crosswalks, reducing driving speed with traffic-calming material, and reducing lane widths to accommodate parallel parking as required (Tachieva 2010, 223).

Collector intersections. Collectors provide a transition between arterials and local streets. They are often congested, receiving backup from arterials. They are also susceptible to commercial strip development, which is often hostile to pedestrians and cyclists. The design of collector intersections should accommodate the functional requirements of automobiles while transcending a purely utilitarian logic. This means urbanizing all four corners: reducing curb radii, adding crosswalks, reducing driving speed with traffic-calming material, adding planting strips and street trees, and reducing lane widths to accommodate parallel parking as required (Tachieva 2010, 225).

Local intersections. Local streets provide a transition between collectors and neighborhoods. They are often oversized and lack sidewalks, parallel parking, or dedicated bike lanes. The design of local intersections should accommodate the functional requirements of automobiles while transcending a purely utilitarian

Typical Downtown Intersection

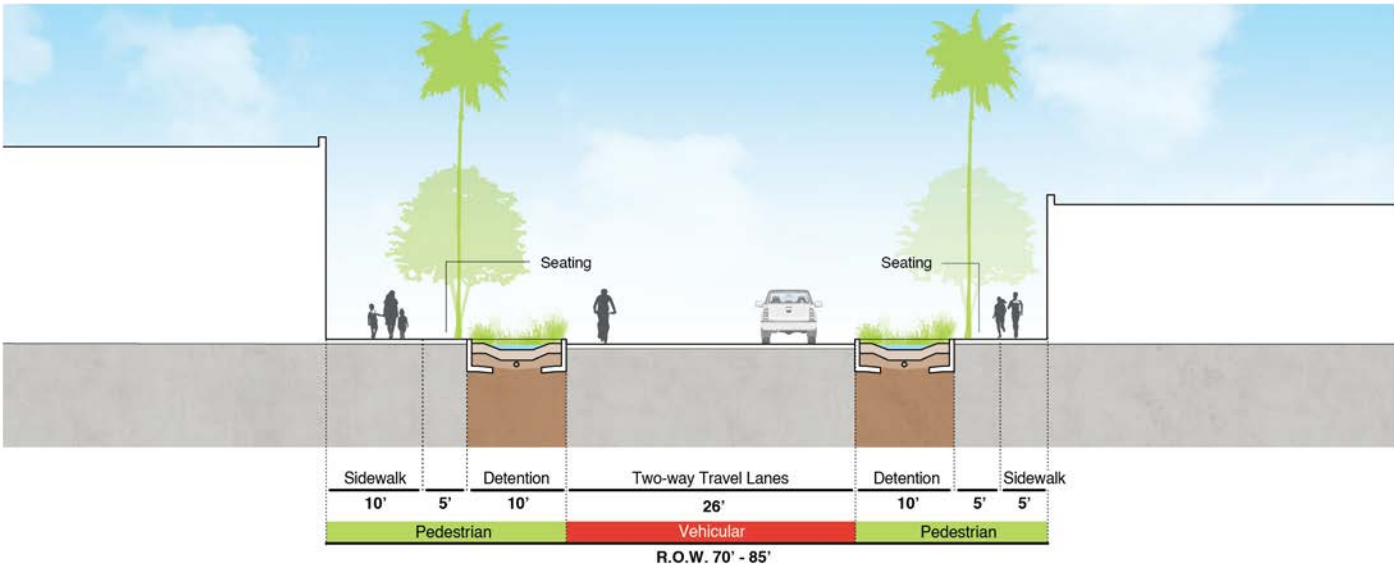


Figure 10.8 | Typical Downtown Intersection

logic. Local intersections should resist any form of gate, even if they mark the entrance to a cul-de-sac. The design should reduce curb radii, add planting strips and street trees, sidewalks, and reduce lane widths to accommodate parallel parking (Tachieva 2010, 227).

Downtown intersections. The design of Downtown intersections should accommodate the functional requirements of automobiles, while prioritizing pedestrian experience. This means urbanizing all four corners: reducing curb radii, adding crosswalks, reducing driving speed with traffic-calming material, adding storm detention features, street furniture, and street trees (Figure 10.8).

Initiative
Develop a parking plan.

While cars are a necessary function in the contemporary city, excessive parking requirements and the surface lots that they promote can prevent the creation of a compact, mixed-use, and walkable city. As Weslaco grows adding people, programs, and infrastructure—it will need to increase parking capacity. Still, the community must keep in mind that the best cities support people and programs first, then cars. Ultimately, this means simultaneously promoting business development and quality-of-life. The following policies have helped other communities strike this balance:

Meter on-street parking. As demand increases, meter street parking in desirable areas. This will allow the market to locate users who value the parking infrastructure most. The highest-and-best use of a parking space on a public street is rarely the employee who arrives early to open a store, then parks in the same spot all day. It is more likely to be a tourist who is visiting the Downtown to spend money. The ideal price for parking is the lowest one that will leave one or two spaces open on each block. Demand and supply can reliably establish this dynamic (Schoup 2011).

Spend parking revenue from meters on public services. This will allow people to see that their parking fees are making a positive impact in the community. This can make demand-based parking fees more popular (Schoup 2011).

Reduce or remove off-street parking requirements. Allow a market to emerge for surface and structured parking. In this scenario, developers and businesses can determine how many parking spaces to provide for customers and what the cost should be (Schoup 2011).

Allow on-street parking to fulfill parking requirements. This works especially well in areas with high intensity mixed-use, as peak parking times rarely align (Tachieva 2010, 230).

Typical Downtown Intersection

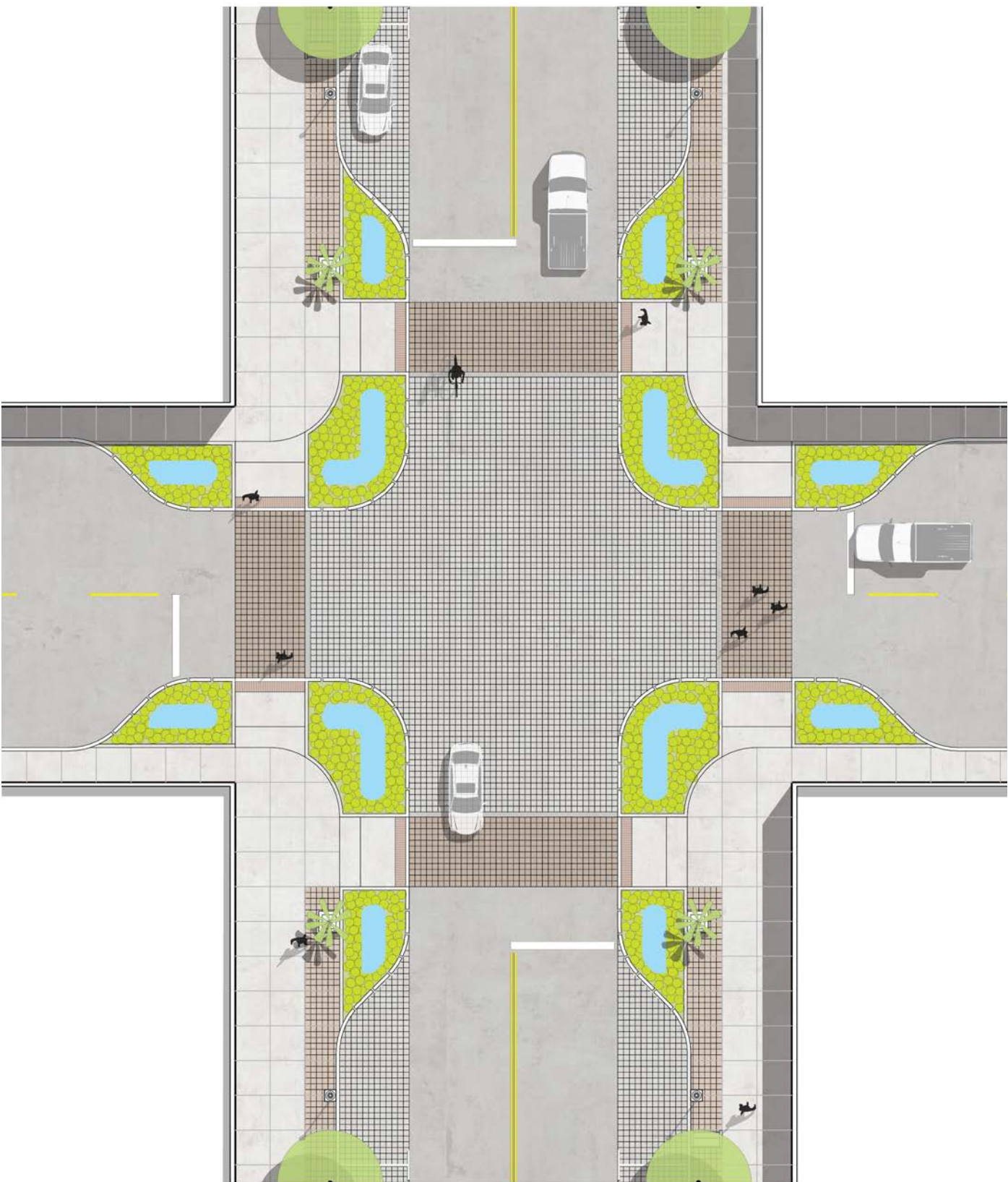


Figure 10.8 | Typical Downtown Intersection

Develop shared parking agreements. This strategy reduces parking requirements for adjacent tenants, reduces parking redundancies, and lowers construction and maintenance costs for everyone (Smith 2020).

Reserve the best parking spaces for the intended users. The best spots should go to short-term shoppers, people attending doctor’s appointments, and business people. In parking garages, the lower level should be reserved for customers, while employees should park above.

Promote high design standards for parking infrastructure. Encourage permeable concrete or pavers for surface lots. Screen the lots with trees or buildings. Consider that these lots will be used for civic events. As structured parking becomes necessary, require street level retail. Design the floor plates and floor-to-floor heights to accommodate inhabitable programs in the future, as transportation technologies continue to deemphasize personal vehicles (Tachieva 2010, 230).

Designate locations for future parking infrastructure. Parking infrastructure is an important part of the civic landscape. Designate the location of future infrastructure on planning documents and fund it the way you fund streets and utilities (Tachieva 2010, 230).

Objective B
Pursue a green street program to maximize water quality and reduce storm runoff.

Description. In U.S. cities, between 25 and 60 percent of the ground is impervious due to the presence of roadways, alleys, driveways, sidewalks and parking lots (EPA, March 2021, ii). Impervious surfaces prevent stormwater from infiltrating the ground which intensifies flooding and reduces the rate of groundwater recharge. The increased stormwater runoff also pollutes the local water supply, delivering fertilizer, motor oil, vehicle rust, and animal waste into local water bodies like rivers, streams, and lakes. A coordinated green street program can help the City of Weslaco to minimize these negative impacts while improving water quality, increasing groundwater recharge, reinforcing wildlife habitat, improving air quality, reducing urban heat island effects, reducing water treatment costs, and reducing property damage due to flooding (EPA, March 2021, 17). A green streets program can also contribute to a number of other positive outcomes including calming traffic, increasing pedestrian and bicyclist safety, elevating community

aesthetics, and heightening a local sense of place (EPA, March 2021, ii).

Objectives and Steps. This chapter recommends that Weslaco commit to a complete streets program, maximizing accessibility and connectivity for pedestrians, bicyclists, drivers, and transit. By making Weslaco’s streets not only complete but green, the City can make sure that streets are both accessible and support the community’s environmental and aesthetic goals. In order to accomplish a green streets program, the City of Weslaco can begin by establishing the following objectives:

- reduce stormwater runoff by increasing infiltration and detention
- improve street safety by improving pedestrian and cycling infrastructure
- increase access and mobility by adding transit
- respect context by considering existing ecological and urban characteristics
- increase livability by introducing walkability and natural beauty to local streets
- save money by replacing traditional stormwater infrastructure with Low Impact Development

With objectives in place, the City should go on to identify priority areas, for example selecting areas that are already due for infrastructure upgrades or alternatively highly visible projects with a strong likelihood for success. Once priorities are established, the City will retain a design firm with experience in Low Impact Development to generate a green streets master plan and schematic design standards. Design standards must take into account a variety of factors including physical context (existing infrastructure, local vegetation), modal use (traffic volume, parking requirements, pedestrian access), geotechnical data (topography, soil characteristics), and physical context (land use, architectural character). The same design firm can then translate the schematic drawings into site-specific plans that consider individual site characteristics, impervious areas and runoff volumes, infrastructure mechanisms, and of course costs. It will be critical for the City to engage community partners in all stages of the design, including residents, adjacent business owners, public officials, and advocacy groups (EPA March 2021, 33-37). An effective public engagement process typically involves informing, consulting, involving, collaborating, and following up with impacted parties so that they can see the impact of their

participation. Running a well-advertised, well-facilitated, and well-documented series of public meetings is the best way to achieve meaningful buy-in for major infrastructure projects.

Initiative
Maximize LID principles and strategies to stormwater management.

Successful green streets programs leverage the principles of Low Impact Development (LID) to manage rainfall on site or as close to the source as possible. LID does so by leveraging natural approaches to hydrologic processes including infiltration, which moves water from the ground surface into the soil; detention, which stores water temporarily before conveying it downstream; retention, which stores water on-site until it evaporates or infiltrates the ground; interception, which uses vegetation or buildings to capture precipitation; and evapotranspiration, which allows plants to absorb and release water into the atmosphere (EPA, March 2021, 1-5). By implementing LID principles and practices at the scale of the city, Weslaco can manage stormwater in a way that reduces the negative impacts of urban growth by restoring the natural movement of water within the watershed (EPA, “Urban Runoff: Low Impact Development”).

In order to advance LID principles, this chapter proposes a Thoroughfare Plan that leverages the following strategies in various combinations along arterials, collectors, local streets, alleys, and parking lots:

Bioretention Areas. Sometimes referred to as “rain gardens,” bioretention areas are shallow depressions filled with soil, mulch, and dense vegetation. These areas absorb stormwater, using phytoremediation to treat stormwater before it infiltrates the ground or discharges to an off-site location. As stormwater runs off into the bioretention area, surface pollutants are filtered by the soil and absorbed by the plants. During storm events, bioretention areas can act as detention areas. In areas with low soil permeability or a high probability of flooding, a perforated underdrain can help evacuate excess water to a storm drain system. Bioretention areas have low maintenance requirements, which can often be handled by a homeowner’s association (Massachusetts Department of Environmental Protection). Bioretention areas are best constructed using native plants and soils, thereby minimizing the need for fertilizers and chemicals. They work best on a

relatively small scale, especially in residential settings, and are best located at least ten feet away from buildings and large trees (UACDC, 2010, 178).



Image 10.1 | Bioretention area | Wikimedia Commons

Bioswales. A bioswale is an open, linear, vegetated channel that infiltrates, retains, treats, and conveys stormwater. Bioswales utilize conveyance to treat stormwater, while bioretention areas leverage infiltration. Bioswales also utilize a trench depth of 12 to 24 inches, while bioretention areas replace the extracted soil with vegetation. Bioswales work well adjacent to streets, drives, or parking lots. In order to receive runoff from adjacent impervious areas, bioswales require curb cuts, gutters, or similar mechanisms to direct runoff stormwater. They sometimes require underground detention in areas where soil permeability is low (UACDC 2010, 182-183; EPA March 2021, 6-2).

Stormwater Curb Extension. These interventions, sometimes referred to as bulb-outs, typically occur at street intersections, narrowing crosswalk lengths for pedestrians, decreasing turning radii for automobiles, and generally slowing down traffic. They can also occur at midblock as a way to further slow traffic. The curb extensions typically incorporate bioretention strategies—absorbing, filtering, and detaining stormwater on site before it reaches gray infrastructure (NACTO, Stormwater Curb Extension). The vegetation can include shrubs or trees, depending on location and visibility requirements costs and design context.



Image 10.2 | Stormwater curb extension | Wikimedia Commons

Stormwater Planters. A stormwater planter describes a small, walled planted area that collects and treats stormwater using bioretention. These systems filter stormwater using layers of mulch, soil, and plant roots to absorb surface pollutants like bacteria, heavy metals, oil and grease. The treated stormwater then infiltrates the ground. Stormwater planters utilize less space than bioswales, working well in sidewalk zones or within narrow rights-of-way. Stormwater planters also offer significant aesthetic appeal, supporting native, flowers, grasses, shrubs, trees, and wildlife habitats (NACTO, Stormwater Planter).

Street Tree Systems. This describes a coordinated system of trees or shrubs, bioretention soil, and an underground gravel reservoir that intercept and detain stormwater. Some of the more common types include tree pits and tree trenches. Stormwater tree systems typically leverage curb cuts to receive stormwater and catch basins to detain water. The systems improve water quality by filtering and absorbing stormwater. They can also reduce peak runoff through subsurface storage and reduce overall volume with uptake and evapotranspiration (EPA, March 2021, 6.5).

Infiltration Trenches. This describes a linear ditch that collects local stormwater runoff and allows it to infiltrate the ground. Trenches improve stormwater quality by collecting surface pollutants that would otherwise sheet across impervious surfaces and find their way into local streams and rivers. Infiltration trenches are a relatively low-cost solution that work well parallel to streets or at the perimeter

of parking lots.

Curb alternatives. Standard curb designs gather and channel stormwater to catchment areas, where the untreated water is held and ultimately conveyed to an off-site location. LID projects utilize curb cuts, flush curbs, or no curbs to redirect water to adjacent bioswales, rain gardens, or similar on-site detention areas. This LID approach reduces runoff, increases on site detention, and provides opportunities for water treatment (UACDC, 2010, 94-97).

Permeable pavement. These systems allow stormwater to infiltrate instead of running off. The systems work especially well at parking lanes, driveways, parking lots, biking lanes, sidewalks, and road shoulders. After stormwater passes through the permeable pavement surface, it enters an underground detention basin before infiltrating into the ground below. Permeable pavement can improve water quality by absorbing and filtering absorbing pollutants. It can also reduce overall stormwater volume and peak discharge (EPA, March 2021, 6.8). Permeable surface materials can provide a void between 15% and 90%. Common systems include porous asphalt, permeable concrete, interlocking pavers, gravel, and grasscrete (UACDC 2010, 78-79).



Image 10.3 | Permeable pavers | NACTO | CC NC 2.0

Initiative
Use road diets to minimize stormwater runoff.

During the mid-twentieth century, design standards for residential streets widened dramatically to accommodate increased automobile traffic. Years of

subsequent research has shown that wider streets actually increase driving speeds, decrease safety, and increase stormwater runoff. Beginning in the 1990s, communities began narrowing their street profiles to widths as low as twenty feet. (UACDC 2010, 104). This strategy, often referred to as a “road diet,” offers a number of benefits including increased safety, decreased maintenance costs, reduced heat island effect, and reduced stormwater runoff.

Road diets provide a low-cost, high impact way to improve safety and environmental performance of streets. The strategy is appropriate for arterials, collector, local, and subdivision streets. A typical road diet involves removing a lane and converting it to another use—for example converting an existing four-lane, undivided roadway segment into a three-lane segment with two drive lanes and a center, two-way left-turn lane. The reclaimed space can also be used for green stormwater infrastructure or bike lanes, as is the case in many of the street typologies in this Plan. Road diets are best carried out in conjunction with scheduled roadway maintenance or utility upgrades, which lowers cost and logistical burdens (EPA March 2021, 2.8).

Initiative
Align codes and enforcement with green streets program.

As Weslaco undertakes a green streets program, it will be critical for city leaders to make sure that development guidelines support program implementation (UACDC, 2010, 194). This will require a comprehensive review of the Code of Ordinances, Subdivisions Regulations, and water district policies. Some of the more common administrative obstacles to LID and green streets programs include (UACDC 2010, 196-203):

- turf specifications, especially in homeowner association guidelines
- excessive building setbacks, which require longer driveways and increase impervious surfaces
- prohibitions on permeable parking surfaces, which can increase storm runoff
- excessive parking requirements, which increases impermeable surfaces and storm runoff
- inadequate requirements to detain stormwater on-site
- lack of tree protection, especially “heritage” trees
- lack of a wetland protection policy
- restrictions on sidewalk materials, which can require developers to build concrete sidewalks only

- excessive sidewalk requirements, which might be unnecessary in low-density residential areas
- prohibition of vegetation near an intersection, which can prevent curb bulb-outs
- prohibition of LID facilities in the public right-of-way
- prohibition of pervious materials in the public right-of-way
- prohibition of stormwater conveyance in the public right-of-way
- minimum street widths, which increase storm runoff
- zoning requirements for low-density land use, which increases infrastructure costs, maintenance, and storm runoff
- requirements for street curbs, which prevents alternative strategies for stormwater conveyance
- state highway statutes that prohibit landscaping, trees, and overall ecological functioning
- excessive cul-de-sac size requirements
- lack of requirements for street trees

11 Future Annexation

General Annexation Requirements

Chapter 43 of the Texas Local Government Code governs the process of annexation. This means that the City of Weslaco is legally able to annex areas with its Extraterritorial Jurisdiction (ETJ), enabling the City to regulate land development beyond its current municipal boundary. The annexation process extends municipal services, regulations, and taxing authority to undeveloped and developed areas to promote public health, safety and welfare. Requirements for annexation include:

- Annexation in any given year is limited to a total area equal to ten percent of the City's existing incorporated area. The amount of land that can be annexed in a given year is cumulative. If the land annexed does not meet the ten percent of its existing area in one year, it may carry forward that acreage and combine it with another ten percent the next year.
- The maximum allowable accumulation of annexation area is thirty percent of the incorporated area. This does not include areas owned by the municipality, county, the state or the federal government and used for public purposes, areas not to exceed at the request of the majority of qualified voters, or areas annexed at the owner's request.
- An annexation area must be contiguous to the existing city limits and must be at least 1,000 feet in width at its narrowest point.

Service Requirements

By law, service delivery requirements for newly annexed areas include the following:

- The City must prepare and present a service plan for the areas to be annexed. The plan must provide extension of basic fire, police and EMS services upon annexation and for maintenance of public utilities such as water, sewer, streets, street lights, parks, recreation facilities and other public facilities.
- Necessary capital improvements to annexed territories must be completed within 2.5 years. These requirements may not apply if the annexation is initiated by landowners and the landowners agree that improvements will not be completed within the 2.5 years.



Image 11.1 | Rapid urban growth on the City's north side | CURPR

Senate Bill 89

In 1999 the Texas Legislature revised annexation requirements with the passage of this bill. Revisions included the following:

- The City must identify the annexation plan three years before the proposed annexation.
- Property may be ineligible for annexation for five years if the City does not pursue the property within 31 days of the third anniversary.
- Once property is identified for potential annexation, the City must prepare a comprehensive inventory of all services currently provided in the area, including conditions of public facilities, existing safety response times, and current service costs. The City must meet service planning and delivery requirements for proposed annexed land.
- The City can begin preparing the service plan within ten months upon receiving data required for the service inventory.

Areas exempted from inclusion in the municipal annexation plan include:

- Land containing less than 100 separate tracts on which one or more residential dwellings are located on each tract
- Land annexed by petition of more than 50 percent of property owners in the proposed annexed land or by vote or petition of the qualified voters of the property owners
- Land subject to an industrial district contract or strategic partnership agreement
- Land less than 1,000 feet in width that is annexed

- pursuant to agreements with adjacent cities
- Land that the city determines is necessary to protect the areas proposed for annexation from destruction of property or injury to the public or a condition or use that constitutes a public or private nuisance as defined by the principals of the nuisance and property law of Texas

Senate Bill 6 and House Bill 347

In 2017, the Texas Legislature passed Senate Bill 6 (SB6), which restricted the ability of large cities to unilaterally annex territory without landowner or votes approval. SB6 specifically applied to Tier 2 cities, which are located in the counties with a population of 500,000 or more. The legislation did not apply to Tier 1 cities, which continued to operate under the previous rules which did not require voter approval.

This changed in 2019, when the legislature passed House Bill 347. This bill effectively ended unilateral annexations by all cities, regardless of population or location. Specifically, the bill eliminated the distinction between Tier 1 and Tier 2 cities, eliminating any previous annexation authorities enjoyed by Tier 1 cities. Under House Bill 347, most annexations became subject to consent procedures by request of each land owner, by petition of voters in an area with a population of less than 200, or by election of voters in an area with a population of at least 200 (Zech 2020).

HB 347 will make it extremely difficult for the City of Weslaco to unilaterally annex territory within its Extra Territorial Jurisdiction (ETJ). Moving forward, the City of Weslaco must pursue an incremental approach to annexation. One scenario involves the City and the Weslaco Economic Development Corporation collaborating with private developers, who can petition the City to annex small areas of land in the ETJ in exchange for utility and infrastructure support. This Comprehensive Plan further recommends that the City of Weslaco fundamentally shift its approach to development, refocusing on infill, redevelopment, and retrofit opportunities within its current municipal boundaries.

Annexation Implementation Process

Based on current inventory and proposed facilities (see Chapter 6: Existing Public Facilities), the City of Weslacoannexation efforts should concentrate North

and Northwest of U.S. 83 to reduce infrastructure expansion costs. This could involve the following strategies:

- Purchasing land at fair market value in agricultural and vacant areas that are adjacent to the city limits.
- Reducing sewer and water costs by extending the annexation to areas where residential areas exist, thereby reducing sewer and water costs
- Utilizing existing facilities such as schools, fire stations, and police services to reduce construction cost and increase the health, safety and welfare of its civilians

Given that the City of Weslaco is surrounded by the cities of Donna, Mercedes, Progreso and Elsa, annexation efforts should also include:

- Negotiating with adjacent municipalities regarding overlapping ETJ boundaries
- Cooperating with adjacent municipalities to deliver timely public services and promote shared facilities

Based on the Texas Legislature requirements and service requirements, the City should also consider the following:

- Welcoming voluntary annexation petitions of land that borders the city limits
- Annexing land that borders the city limits that currently have public utilities (water, sewer, electric)
- Annexing land for future roadway infrastructure to extend land use control and promote growth
- Entering into development agreements with property owners that do not currently require services
- Annexing identified colonias to upgrade subpar living conditions and building codes
- Annexing land in the best interest of the city to control land uses, quality-of-life and development

Note: Text in this section is modified from 2016 Comprehensive Plan.

This Addendum to the City of Weslaco Comprehensive Plan does not constitute an end in itself, but instead serves as an initial step towards achieving the community’s vision for the next two decades. By pursuing the recommendations in this Plan, the community will move closer to achieving desired land use patterns, street thoroughfares, community enhancements, parks and recreation facilities, hike and bike trails, economic development, stormwater management, and sustainable design goals.

The Plan reflects the current conditions and character of the community. Therefore, as circumstances change, the Plan will require modifications and updates to keep the Plan current. Therefore, the City should commit to revising the Plan every five-years, leveraging the stated objectives to provide consistent guidelines and policy direction over the years. Successful implementation will require City leaders to rally participation and support from citizens and other key stakeholders. This will require leaders to keep the community informed about the City of Weslaco’s progress.

Planning Commission

The Planning Commission should prepare annual reports and present them to the City Commission. The report should identify the past year’s accomplishments and identify new goals for the coming year. City leaders should use the annual report to help identify priorities in the City of Weslaco’s annual budget. This process will translate goals into accomplishments.

Five-Year Updates to the Comprehensive Plan

The Planning and Zoning Commission and the City Commission should work together to achieve major updates to the Plan should occur every five years. This will ensure that the Comprehensive Plan reflects current development scenarios. Periodic updates will require City officials, staff, and the community to review and revise goals, objectives, and implementation strategies. The community contributed to the development of this Plan’s objectives and initiatives by participating in multiple public forums. The public face of this process must continue, ideally through a series of annual open forums that update the community on progress while offering an opportunity to provide public feedback.

Annual Updates to the Comprehensive

Annual Plan amendments provide the opportunity to make minor updates and revisions, reflecting changes in land use, implementation policy, city ordinances,

and municipal regulations. These changes should be documented as an addendum to the Comprehensive Plan to officially acknowledge modifications. The approval process includes public hearings, dialogue, and actions by both the Planning and Zoning Commission and the City Commission. These amendments should be adopted by resolution.

Using the Comprehensive Plan on a Daily, Weekly, and Monthly Basis

Elected and appointed City officials, staff, and community should also utilize the Plan as a tool to make decisions on a daily, weekly, and monthly basis. This will ensure that the outcomes of relatively routine decisions—such as applications for rezoning—align with fundamental community goals and strategies. The City has a variety of tools and programs at its disposal to implement the Plan on a regular basis:

- Zoning policy and subdivision regulations
- Zoning cases and subdivision plat reviews
- Housing and building codes
- Housing and economic development programs
- Capital improvement programs related to streets, transit, parks, and trails
- Street rights-of-way dedication
- Annual budget reviews
- Storm drainage ordinances and associated drainage impact fees
- Tax reinvestment zones

Figure 12.1 summarizes the 2022 Comprehensive Plan’s Initiatives, dividing each into short-, intermediate- and long-term implementation milestones. This chart will help city leaders to identify and prioritize policies, programs, and development activities that—taken together—create a clear path towards achieving the Plan’s long-range goals. The Planning and Zoning Commission and the City Commission can utilize this format to create annual and five-year updates to the Plan. City officials can prioritize activities utilizing the following criteria:

- Short-term milestones. Actions requiring no significant budget obligations can be completed in 0-5 years.
- Medium-term milestones. Actions requiring moderate budget obligations can be completed in 6-10 years.
- Long-term milestones. Actions requiring budget obligations can be completed 11 years or beyond.

Note: Text in this section is modified from 2016 Comprehensive Plan.

Milestones: Future Land Use Development

Initiatives	Begin Initiative	Complete Initiative	Long-Term Goals
	(0-5 years)	(6-10 years)	(11 + years)
Coordinate strategic growth with regional partners			
Align Future Land Use and Future Zone Maps with Weslaco’s community vision			
Promote Downtown as walkable, mixed-use environment that supports people before cars			
Identify zones for new growth, infill growth, and preservation			
Support higher intensity, commercial programs along along corridors and seams			
Reinvest in blighted areas			
Add a medium-density multifamily zone classification			
Intensify zoning to increase quantity and diversity of housing			
Revise Subdivision Regulations and Policies to support multifamily housing, integrated street network, parks requirement			
Leverage City-wide Trail Network to incentivize targeted development			
Revise Subdivision Regulations and Policies to provide for accessible parks, recreation, and stormwater management			
Implement LID Design Guidelines at building, neighborhood, and city scales			
Protect environmentally sensitive areas			
Coordinate 2045 Land Use and Zone Maps with City-approved Drainage Plan			

Figure 12.1 | Implementation Milestones | Future Land Use Development

Milestones: Future Downtown Revitalization

Initiatives	Begin Initiative	Complete Initiative	Long-Term Goals
	(0-5 years)	(6-10 years)	(11 + years)
Submit Downtown to National Register of Historic Places			
Start a City of Weslaco Historic Foundation			
Catalyze New Downtown Anchors			
Develop Alley Arts Project			
Develop Downtown Conference Center and Hotel			
Initiate a comprehensive Downtown streetscape improvements program			
Develop a Downtown Parklet Program			
Consolidate Downtown parking options to maximize redevelopment opportunities			
Fully incorporate ecotourism and birdwatching into the City's brand			
Leverage the local Small Business Development Center Support Network			
Leverage the UTRGV Center of Innovation and Commercialization			
Join Main Street America Network			
Join a Downtown Association			
Coordinate and extend Downtown business hours			
Establish and promote a Shop Local Campaign			
Maximize existing financial and administrative tools to revitalize Downtown			
Strategically upzone Downtown for multifamily housing infill			
Pursue public policies that combat residential displacement			
Encourage Bed-and-Breakfast locations along Kansas Ave. and Missouri Ave.			
Pilot an ADU Program in the Downtown District			

Figure 12.1 | Implementation Milestones | Future Downtown Revitalization

Milestones: Future Parks, Recreation & Trails

Initiatives	Begin Initiative	Complete Initiative	Long-Term Goals
	(0-5 years)	(6-10 years)	(11 + years)
Create a programmatic relationship between Weslaco Independent School District (WISD) and City Park Network			
Include neighborhood parks in all new subdivisions			
Engage the community when planning and designing all new parks, park retrofits, and trails.			
Leverage drainage and irrigation canals to Create Integrated City Trail Network			
Pursue funding opportunities through Texas Parks and Wildlife and MPO			
Retrofit existing parks with passive and active recreational programs.			
Introduce passive recreation in the design all new city parks			
Establish design and programming standards for retrofitted and new City Parks			
Standardize the design of trails along canals			
Reimagine stormwater detention ponds as living sponges and habitats			
Leverage Parks and Trails Network for a web-based, educational nature-watching project			

Figure 12.1 | Implementation Milestones | Future Parks, Recreation & Trails

Milestones: Future Transportation

Initiatives	Begin Initiative	Complete Initiative	Long-Term Goals
	(0-5 years)	(6-10 years)	(11 + years)
Pursue a complete streets program			
Coordinate transportation infrastructure with land use to maximize development opportunities			
Create integrated Thoroughfare Plan			
Urbanize intersection designs			
Pursue funding for street improvements through the MPO			
Develop a parking plan			
Maximize LID principles and strategies to stormwater management			
Use road diets to minimize stormwater runoff			
Align codes and enforcement with green streets program			

Figure 12.1 | Implementation Milestones | Future Transportation

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Standardized Agenda Request Form

Date of Meeting: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5534	
From:			
Subject: Discussion and consideration on approval of a Reimbursement Contract between the City of Weslaco and Domain Development, Corp for the upgrade of a sanitary sewer line from an eight (8) inch to a twelve (12) inch to allow for the extension of sanitary sewer services to the north side of Pike Blvd between Milanos Road and Midway Road in the amount of \$27,670 and and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning & Code Enforcement Department.)			
Background: As part of a proposed one hundred and five (105) lot apartment subdivision, the developer has agreed to upgrade the size of the sanitary sewer line running from the existing lift station north from Business Highway 83 to Pike Blvd from an eight (8) inch to a twelve (12) inch. The proposed upgrade will allow the City to provide sanitary sewer services to the North side of Pike Blvd. from Milanos Road to Midway Road, thus opening up the area to potential commercial growth. The developer is requesting that the City pay the difference in the cost of the upgrade in the amount of \$27,670.00 which is in accordance with Article III Utility Extension ordinance.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
REBEKAH DE LA FUENTE REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Planning and Code Enforcement Department.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Reimbursement Contract- Memo, TERRACE REIMBURSEMENT CONTRACT			
Responsibilities upon Approval:			

Staff will advise applicant and ensure payout is issued once the installation of the sanitary sewer line is complete and accepted by the City Construction Inspector.

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: Domain- Reimbursement Contract

DATE: June 28, 2022

As part of a proposed one hundred and five (105) lot apartment subdivision, the developer has agreed to upgrade the size of the sanitary sewer line running from the existing lift station north from Business Highway 83 to Pike Blvd from an eight (8) inch to a twelve (12) inch. The proposed upgrade will allow the City to provide sanitary sewer services to the North side of Pike Blvd. from Milanos Road to Midway Road, thus opening up the area to potential commercial growth. The developer is requesting that the City pay the difference in the cost of the upgrade in the amount of \$27,670.00 which is in accordance with Article III Utility Extension ordinance.

Thank you,

Rebekah de la Fuente, CFM

CITY OF WESLACO
REIMBURSEMENT CONTRACT

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT, is made and entered into by and between the CITY OF WESLACO, a municipal corporation, as authorized by Resolution of its City Council, hereinafter called the CITY and **Domain Development, Corp.** hereinafter called DEVELOPER.

WITNESSETH:

WHEREAS, DEVELOPER is the developer of the following described property: **Pike Terrace Subdivision** and has upgrade **Sanitary Sewer Line** as shown on plan sheet for said subdivision development prepared by **SWG Engineering LLC**. and dated **June 20, 2022** together with all necessary appurtenances herein called the IMPROVEMENTS from its present terminus to the above described property; and

WHEREAS, the actual cost of such IMPROVEMENTS and the amount to be paid therefore respectively by the CITY and the DEVELOPERS is shown on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, in keeping with City policy, individuals who seek the extension of such IMPROVEMENTS to or adjacent to their property must advance the cost of construction thereof, and any individual who wishes to utilize the IMPROVEMENTS must participate in the original cost by reimbursing the DEVELOPER within ten years of the date of completion of the improvements or the CITY of WESLACO after that date.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

The DEVELOPER has installed 12" Sanitary Sewer Line along with other necessary improvements at a cost of \$ 27,670.00 for the DEVELOPER, which IMPROVEMENTS shall become the property of the City.

When the installation of the above described IMPROVEMENTS has been completed and are operational and the CITY has approved their installation, the CITY promises and agrees to reimburse the DEVELOPER according to the schedule shown as EXHIBIT A which refers to the area map labeled EXHIBIT B attached hereto and made a part hereof any pro rata share of the cost of the IMPROVEMENTS that shall be paid by any other property owner to the CITY, upon approval of a subdivision plat or upon application of City permits, services or the issuance of a certificate of compliance for property not subject to the approval of a subdivision plat which results in the use of the improvements installed by the DEVELOPER provided the reimbursement occurs within ten years of the date of completion of the IMPROVEMENTS. After that date reimbursements will continue on the same basis, but such reimbursed amounts will be retained by the City of WESLACO to offset booking costs and maintenance of the CITY.

CITY and DEVELOPER agree that this Reimbursement Contract is full assignable. Such assignment shall become effective as to the City upon receipt of notice to CITY of such assignment as set forth herein.

Any notice to be given herein shall be in writing and shall be given by depositing same with the United States Postal Service, postage prepaid, via first class mail and certified, with return receipt requested. Notice required to be given herein shall be addressed as follows:

TO CITY:

City of WESLACO
255 South Kansas Avenue Weslaco,
Texas 78596

TO DEVELOPER:

DOMAIN DEVELOPMENT, CORP.
100 E. NOLANA, STE. 130
MCALLEN, TEXAS 78501

DEVELOPER further agrees to give written notice to City of any and all changes of mailing address of DEVELOPER. In the event of assignment of this Reimbursement Contract, Assignee shall give written notice to CITY of Assignee's mailing address, and all subsequent changes thereof. In the event that reimbursement is made to CITY for the IMPROVEMENTS and CITY is unable to give notice of such reimbursement to DEVELOPER or DEVELOPER'S Assignee, due to the failure of DEVELOPER or Assignee to provide CITY with written notice of current mailing address as required herein above, CITY will publish a Notice of Reimbursement to DEVELOPER or Assignee, at the address as provided to CITY, on one (1) occasion, in a newspaper of general circulation within the CITY of WESLACO.

If, within thirty (30) days of publication of said Notice of Reimbursement, the party named therein fails to give notice to CITY of that party's current mailing address, all funds then held by CITY for reimbursement of the IMPROVEMENTS shall become property of CITY, without recourse by any party otherwise entitled to such funds by virtue of this Reimbursement Contract.

WITNESS OUR HANDS in duplicate originals this ____ day of _____,
2022.

CITY OF WESLACO

By: _____

ATTETS:

City Secretary

DEVELOPER: Domain Development Corp.

By: _____

Name: Shavi Mahtani

Title: President



SIGLER, WINSTON AND GREENWOOD ENGINEERING
611 S. INTERNATIONAL BLVD.
WESLACO, TX 78596
956-968-2194

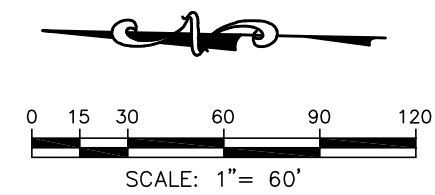
ENGINEER'S STATEMENT OF PROBABLE CONSTRUCTION COST
PIKE TERRANCE SUBDIVISION (105 LOTS)
SHAVIE MAHTANI
June 20, 2022

WASTEWATER IMPROVEMENTS						
1	12" PVC SDR 26 Wastewater	2,767	LF	\$ 70.00	\$	193,690.00
1	8" PVC SDR 26 Wastewater	2,767	LF	\$ 60.00	\$	166,020.00
				Total	\$	27,670.00
WATER IMPROVEMENTS						

Note: Pike Terrace Subdivsion Sanitary Sewer Line Upgarde Reimbursments calculations.

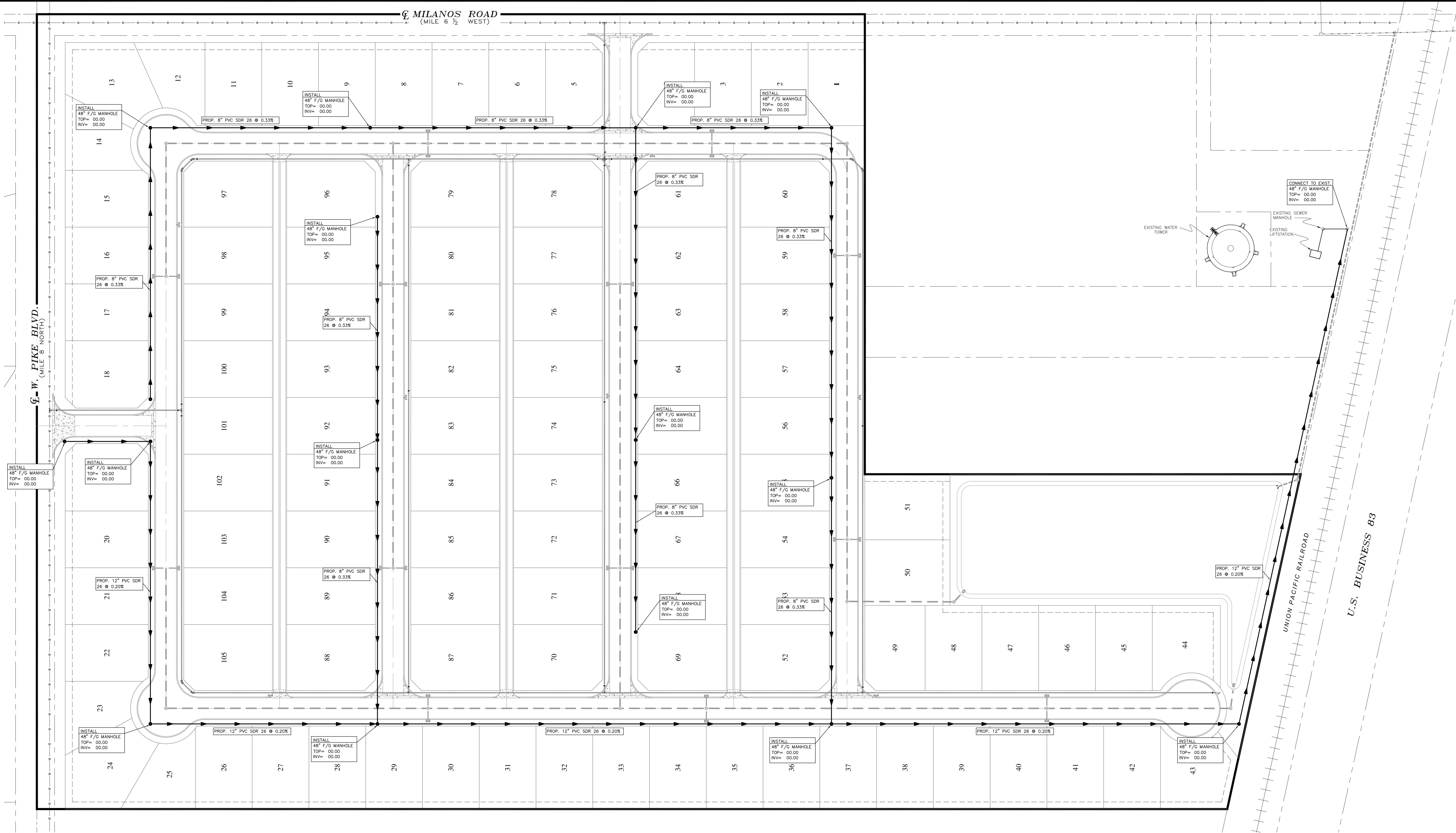
FILE PATH: Z:\DRAWING\ROLAND G\DWG-Projects\20-135 PIKE DIST SUB\2022-SEWER PLAN DATE: 6/20/22

PRINTED BY: -----



UTILITY NOTES:
EXISTING ABOVE GROUND UTILITIES AND TOPOGRAPHY HAVE BEEN PLOTTED BY DIRECT FIELD INFORMATION. UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM VARIOUS SOURCES AND LOCATORS. CONTRACTOR WILL BE REQUIRED TO ESTABLISH THEIR EXACT LOCATION, DEPTH, AND SIZE. THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ALL CUT OR BROKEN WATER LINES, IRRIGATION LINES, FORCE MAINS, SPRINKLER SYSTEMS, GAS LINE, ELECTRICAL LINES, CABLES, ETC.

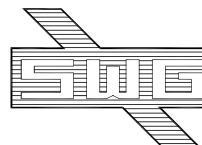
LEGEND



PRELIMINARY
For Review Only

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY
UNDER THE AUTHORITY OF:
JOSE G. REYES Jr., P.E.
IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES.

BENCHMARK:
LOCATED ON THE NORTHWEST BOLT ON FIRE HYDRANT FLANGE
ELEVATION: 49.83

REVISION NOTES:				
NO.	Sheet	Revisions	Date	Approved
REV.	DATE	DESCRIPTION		BY
CITY OF WESLACO, TEXAS PIKE TERRACE SUBDIVISION SANITARY SEWER PLAN				
SIGLER, WINSTON, GREENWOOD AND ASSOCIATES SWG ENGINEERING, LLC TXSW FIRM REGISTRATION NO. F-592 WESLACO, TEXAS				
DRAWN: R.G.		CHECKED: J.R.		
DATE: June 2022	NO. OF 1		DRAWING NO. 22-122	



Standardized Agenda Request Form

Date of Meeting: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5559	
From:			
Subject: Discussion and consideration on Ordinance 2022-21 amending Ordinance 2015-12, the City of Weslaco Sign Ordinance Chapter 114, creating new regulations for temporary signage and free standing signage and removing content-based regulations and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-21. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: In accordance with new case law, specifically Reed v. Town of Gilbert and Regan advertising of Austin v. City of Austin. It has become illegal for municipalities to regulate signage based on content (e.i. political, religious, commercial and non-commercial messages, etc.). It is also illegal to regulate signage such as on-premises and off-premise signage. Both cases have ruled that this sort of regulation violates the 1st amendment. Sign regulations must now be based on content neutral regulations such as size, location, types of signs (poles, wall, roof), duration, lighting, number, zoning, and condition of sign. In response to these rulings, staff has proposed to remove signage regulations such as Off-Premise, on-premise, subdivision, real estate, construction signs, residential signs, and commercial messages. Billboard signage has been added as a new classification of signage to replace the outdated term of off-premises. The verbiage for signage within public right-of-way has been better defined to prevent misinterpretation and will now follow the guidelines set by the Manual on uniform Traffic Control Devices (MUTCD) Complaint sign manual. The allowance for temporary signage has been divided into two categories based on size and duration. This section will serve as the regulation of temporary signage such as real estate, political and construction signage. In response to variance request regarding freestanding signage along the expressway corridor, staff is proposing to raise the limitations on overall square footage of the cabinet to 300 square feet.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA REBEKAH DE LA FUENTE		Created/Initiated Approved	

Martin Garza	New
City Manager Comments: Approve as recommended by the Planning and Code Enforcement Department.	
Staff Recommendation: Staff recommend approval	
Attachments, if any: Amended Sign Ordinance Memo, O2022-21 amend Sign Ordinance	
Responsibilities upon Approval: Staff will enforce the newly adopted sign regulations	

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

M E M O

TO: Mayor and City Commission

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

RE: Amended Sign Ordinance

DATE: June 28, 2022

In accordance with new case law, specifically Reed v. Town of Gilbert and Regan advertising of Austin v. City of Austin. It has become illegal for municipalities to regulate signage based on content (e.i. political, religious, commercial and non- commercial messages, etc.). It is also illegal to regulate signage such as on-premises and off-premise signage. Both cases have ruled that this sort of regulation violates the 1st amendment.

Sign regulations must now be based on content neutral regulations such as size, location, types of signs (poles, wall, roof), duration, lighting, number, zoning, and condition of sign.

In response to these rulings, staff has proposed to remove signage regulations such as Off-Premise, on-premise, subdivision, real estate, construction signs, residential signs, and commercial messages. Billboard signage has been added as a new classification of signage to replace the outdated term of off-premises.

The verbiage for signage within public right-of-way has been better defined to prevent misinterpretation and will now follow the guidelines set by the Manual on uniform Traffic Control Devices (MUTCD) Complaint sign manual.

The allowance for temporary signage has been divided into two categories based on size and duration. This section will serve as the regulation of temporary signage such as real estate, political and construction signage.

In response to variance request regarding freestanding signage along the expressway corridor, staff is proposing to raise the limitations on overall square footage of the cabinet to 300 square feet

Thank you,

Rebekah de la Fuente, CFM

ORDINANCE 2022-21

AN ORDINANCE AMENDING ORDINANCE NUMBER 2015-12, THE CITY OF WESLACO SIGN ORDINANCE; CODIFIED AS CHAPTER 114 OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance 2015-12 passed and approved on May 5, 2015 as the “Sign Ordinance” Codified as Chapter 114 of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the new zoning ordinance will be adopted and codified as Chapter 114 of the Weslaco Code of Ordinances and said Chapter shall read as follows:

CHAPTER 114: SIGN ORDINANCE

Sec. 114-2- Sign Definitions

a) Words and phrases used in this chapter shall have the meanings set forth in this section, except where the context clearly indicates a different meaning:

Animated sign. Any sign that uses movement or change of lighting to depict action or create a special effect or scene, or which is designed and constructed to give a message through a sequence of progressive changes by either action or motion, color changes, requiring electrical or manual energy. This definition includes, but is not limited to, digital signs.

Banner. Any temporary sign intended to be hung either with or without frames, characters, letters, illustrations or ornamentations applied to plastic or fabric of any kind.

Balloons. Any sign that floats above the ground, motorized or non-motorized.

Beacon. Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move (contact airport management before placement).

Bench sign. Any sign painted on street furniture, especially bus stop benches.

Billboard. A large sign advertising along a major arterial roadway in accordance with section 114-3 (5)

Building marker. Any sign indicating the name of a building and date and incidental information about its construction, or historical data on historic site, which sign is cut into a masonry surface or made of bronze or other permanent material.

Canopy sign. Any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. (A marquee is not a canopy.)

Changeable copy sign. A sign or portion thereof with characters, letters, numbers, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this ordinance. A sign on which the only copy that changes is an electronic or mechanical indication of time and/or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this chapter.

Flag. Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, or other non-commercial entity.

Freestanding sign. Any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from (i.e. not attached to) any building or other structure.

Highway control zone. Means an area on either side of the U.S. Expressway 83 or future Interstate I-2 which is within 100 feet of the nearest edge of the right-of-way of said highway.

Incidental sign. A sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as "no parking," "entrance," "loading only," and other similar directives. No sign with a commercial message legible from a position off the lot on which the sign is located shall be considered incidental.

Landmark sign. Any sign of artistic or historic merit, uniqueness, or of extraordinary significance as may be identified by the national, state, or local historic commission, or other official agency or board identified in this ordinance to make such a determination.

Lot. Land occupied or to be occupied by a building and its accessory buildings, and including such open spaces as required under this ordinance and having its principal frontage upon a public street (same as PREMISE).

Marquee. Any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Marquee sign. Any sign attached to, in any manner, or made a part of a marquee.

Non-conforming sign. Any sign previously permitted and/or allowed existing at the time of the adoption of the ordinance from which this chapter derives that does not conform to the requirements of this chapter.

Pennant. Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

Permanent sign. A sign that is securely attached to a building or premise according to building codes.

Portable sign. Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu and sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to, leaning against, placed inside of, or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business.

Principal building. The building in which is conducted the principal use of the zone lot on which it is located. Zone lots with multiple principal building, but storage buildings, garages and other clearly accessory uses shall not be considered principal buildings.

Premises. Land occupied or to be occupied by a building and its accessory buildings, and including such open spaces as required under this chapter and having its principal frontage upon a public street (same as "lot").

Projecting sign. Any sign built in such a manner that its leading edge extends more than six inches beyond the surface of such building or wall.

Roof sign. Any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof.

Roof sign, integral. Any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches.

Sandwich board sign. Self-supporting A-shaped portable signs with only two visible sides that are situated adjacent to a business, typically on a sidewalk, that contains commercial speech. The maximum area of such sign shall be no more than six square feet per side with the maximum height being 42 inches. Sandwich board signs shall not be illuminated, nor shall they contain moving parts or have balloons, streamers, pennants, or similar adornment attached to them.

Secondary arterial. Such right-of-way of the city as Texas Blvd., FM 1015 (International Blvd.), Westgate Drive, Airport Drive, US Business Highway 83 and Dolores Huerta Ave.

Setback. The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Sign. Any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity or product, or to communicate information of any kind to the public and visible from the public right-of-way or another property.

Street frontage. The distance for which a lot line of a lot adjoins a public street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

Suspended sign. A sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

Temporary sign. Any sign that is used only temporarily in accordance with this section and is not permanently mounted according to building codes.

Wall sign. Any sign attached parallel to, but within 12 inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

Zone lot. a parcel of land in single ownership that is of sufficient size to meet minimum zoning requirements for area, coverage, and use, and that can provide such yards and other open spaces as required by the zoning regulation.

(b) Zoning definitions. Words and phrases not defined in subsection (a) of this section but defined in Chapter 150 shall be given the meanings set forth in Chapter 150.

(c) Computation of sign area. Principles for computing sign area and sign height are contained in section 114-3.

Sec. 114-3. - Sign regulation and computations

(5) Billboard signs. No Billboard signs shall be allowed only within the highway control zone, as described in section 114-2 and in accordance with section 114-8 unless the following are complied with:

- a. For the purpose of this regulation, each side of the Expressway (Future I-2) shall be considered separately.
- b. All distances shall be measured directly along the public right-of-ways at the shortest distance possible where necessary to cross the street.
- c. Billboard signs having a face area of greater than 242 square feet shall not be erected within 1,500 feet of another billboard sign. Signs within this range of size are allowable only on the Expressway corridor (Future I-2).

d. Billboard signs having a face area ranging from 100 to 242 square feet shall not be erected within 1,000 feet of another billboard sign on the same street. Signs within this range of size are allowable only on streets designated as secondary arterial.

e. Billboard signs having a face area of less than 100 square feet shall not be erected within 500 feet of another billboard sign on the same street.

f. No Billboard sign shall be located in such a manner as to obscure, or otherwise physically interfere with the effectiveness of an official traffic sign, signal or device, or interfere with a driver's view of approaching or intersecting traffic.

g. No Billboard signs shall be allowed within 1,000 feet from any cemetery, preschool, school, college, public forest, public park, public playground or designated scenic area as such by any state or federal agency or other governmental agency having and exercising such authority which is adjacent to the expressway.

h. No Billboard sign shall be allowed on Texas Boulevard and on Business Highway 83 within the city limits.

i. Billboard signs are not allowed on tracts of land not platted in accordance with the City of Weslaco Subdivision Ordinance.

j. Billboard signs shall only be free-standing and shall not be placed on or through buildings or roofs.

Sec. 114-5. - Signs in the public right-of-way.

(a) No signs shall be allowed in the public right-of-way, except for the following:

(1) Permanent signs, including public signs erected by or on behalf of a governmental body to direct or regulate pedestrian or vehicular traffic in accordance with the MUTCD Compliant sign manual:

a. Bus stop signs erected by a public transit company;

b. Locations public utility regarding its poles, lines, pipes, or facilities.

c. Traffic signs identifying locations governmentally/publicly owned buildings

No person shall be allowed to display or erect a sign or banner for the purpose of advertising alongside or across any roadway or right-of-way when any portion of such sign or banner shall extend above the roadway or right-of-way.

Sec. 114-6. - Special sign categories, permitted, and prohibited signs.

- 1) Painted signs. Signs painted on buildings require a sign permit, and will be counted toward overall square footage of signs allowed.
- 2) Secured portable signs. Secured portable signs are allowed on a permanent basis in accordance with section 114-8 and only if they are secured into the ground. If electrical connections are allowed on these signs, the customer must have the proper electrical receptacles in place to allow safe lighting of the sign and avoid loose or accessible connections, extension cords, etc. If proper electrical receptacles are not available upon sign delivery, the electrical connectors within the sign must be disabled by the sign company to ensure safe use by customer.
- 3) Temporary signage.
 - a) Signs posted for no more than 30 days must comply with the following:
 - i) Minimum setback: Five feet from property line.
 - ii) Maximum size: 24"x18"
 - iii) Must be staked into ground
 - b) Signs posted for a period of no more than 60 to 90 days must comply with the following:
 - i) Minimum setback: Five feet from property line.
 - ii) Maximum size: 4' x 8'
 - iii) Must be anchored to ground by wooden stakes, t-post or equivalent
 - iv) Feathered Flag signs
- 4) There shall be no placement of unauthorized signage on City owned property without consent and approval from City designee.
- 5) Prohibited signs. It shall be unlawful for any person, corporation or entity to knowingly or intentionally place or maintain a sign:
 - a) That applies to obsolete or signs that do not meet building code standards, and signs which require a sign permit but were erected without such a permit having been issued;
 - b) Which is not in good repair, such as with broken faces, faded or missing letters, etc.;
 - c) That is not securely fixed as per building codes;
 - d) That attempts or appears to attempt to regulate, warn or direct the movement of traffic or which interferes with, imitates, or resembles any official traffic sign, signal or device (except actual traffic control devices installed by the appropriate authority);
 - e) That is erected or maintained upon trees, or painted or drawn upon rocks or other natural features;
 - f) That is non-conforming and damaged or destroyed to an extent of more than 75% of the current fair market value as determined by the Chief Building Official and approved by the Building Board of Adjustments and Appeals using the procedures outlined in Chapter 150-19 of the Zoning Ordinance;
 - g) That prevents or obstructs or inhibits free ingress or egress from any doors, windows, or fire escapes or that are attached to a standpipe or fire escape; and
 - h) Any signs not expressly permitted under this ordinance or exempt from regulation hereunder in accordance with the previous section are prohibited in the city. Such signs include, but are not limited to:
 - i) Beacons (except as temporary signs not interfering with traffic or aircraft safety);
 - ii) Pennants;
 - iii) Any vehicle and or part of a vehicle which carries, conveys, pulls, or transports any sign for the primary purpose of advertising.

(1) Exemptions to this provisions shall be wrapped vehicles and magnetic signs

- iv) Strings of lights not permanently mounted to a rigid background, except those exempted under previous sections
- v) Signs attached to utility poles (except as informational to the operation or identification of the utility function); and
- vi) Inflatable signs (except on a temporary basis for no more than 30 calendar days each occurrence, no more than two occurrences per calendar year).

Sec. 114-8. - Signs permitted by zoning districts.

(a) Residential districts. This section specifies which signs are permitted in residential zoned areas as classified by the city. They are as follows: R-1 single-family residential, R-2 duplex and apartments, R- 3 rural residential, M-1 mobile home residential and B-4 neighborhood office districts as classified by the city.

(1) Free standing sign:

- 1. Minimum setback: Five feet from property line.
- 2. Maximum size: 32 square feet.
- 3. Maximum height: 15 feet.
- 4. Limit of one sign per lot.

(2) Wall sign: shall be limited to two per premises and are restricted to entrances to subdivision only.

- 1. Maximum size: 15 square feet of wall or fences.
- 2. Minimum setback: Attached or painted to fence or wall.

(3) Temporary signs. Temporary signs shall be permitted as allowed in this subsection. Such signs shall be limited to one temporary sign per site and shall comply with section 114-6.

- 1. Banner sign: shall be limited to one temporary banner per lot and shall not exceed ten square feet. Such signs may be displayed for a period of no more than 30 calendar days, after which the sign will be removed and may not be replaced for one calendar year. No permit will be required.

(4) Billboard signs are prohibited in a residential district.

(5) Additional requirements. No sign or part of any sign in the residential districts shall move, flash, or rotate its illumination. Temporary holiday decorations are permitted.

(b) Neighborhood business district. This section specifies which signs are permitted in B-1 neighborhood business districts as classified by the city.

(1) Canopy sign: Shall be limited to one permanent sign per business, with a vertical clearance of nine feet, and shall comply with all current city building codes. b.

(2) Changeable copy sign:

- 1. Minimum setback: Five feet from property line.
- 2. Maximum size: 32 square feet.
- 3. Maximum height: 15 feet.

(3). Free standing sign: shall be limited to one permanent sign per site. In the case of a multiunit building, one free standing sign will be allowed per site along with a wall sign, canopy or roof sign for each business as permitted in section 114-3.

Non-expressway corridor:

- 1. Minimum setback: Five feet from property line.

2. Maximum size: 50 square feet.

3. Maximum height: 15 feet.

Expressway corridor:

1. Minimum setback: Five feet from property line.

2. Maximum size: 300 square feet.

3. Maximum height: 15 feet.

(4) Wall sign: Shall be limited to four per premises, of which there shall be no more than one facing each direction. Wall signs shall comply with all current city building codes.

1. Minimum size: sign area shall not exceed 25 percent of the wall.

2. Maximum setback: Attached or painted to wall.

(5) Temporary signs. Temporary signs shall be permitted as allowed in this subsection. Such signs shall be limited to one temporary sign per site and shall comply with section 114-06.

a. Banner sign: Shall be permitted for a period of 30 days at one time after which such signs shall be removed and not replaced for a period and may not be replaced for one calendar year. Banners three feet or less in width do not require a permit.

b. Street banner sign: Shall be allowed on special occasion with the permission of the city manager; such signs shall in no way affect the traffic flow visibility. No commercial message of any kind is allowed on the sign if such message is legible from any location off the zone lot on which the sign is located.

(6) Billboard sign: Shall be limited to one billboard sign per site and shall comply with subsection 114-3.

1. Minimum setback: shall comply with section 114-3.

2. Maximum size: 672 square feet.

3. Maximum height: 60 feet or comply with TxDOT's regulations whichever is the most stringent.

(c) Secondary and highway business districts. This section specifies which signs are permitted in the secondary and highway business zoned areas as classified in the city zoning ordinance. Such districts are as follows: B-2 secondary and highway business district.

(1) Canopy sign: Shall be limited to one permanent sign per business, with a vertical clearance of nine feet, and shall comply with all current city building codes.

(2) Changeable copy sign:

1. Minimum setback: Five feet from property line.

2. Maximum size: 32 square feet.

3. Maximum height: 20 feet.

(3) Freestanding sign: In the case of a multiunit building, one ground pole or pole sign will be allowed per site.

Non-expressway corridor:

1. Minimum setback: Five feet from property line.

2. Maximum size: 100 square feet.

3. Maximum height: 30 feet.

Expressway corridor:

1. Minimum setback: Five feet from property line.

2. Maximum size: 300 square feet.

3. Maximum height: 15 feet.

(4) Marquee and Projection signs: shall be limited to one permanent sign per site and shall comply with all current city building codes. Size of the signs cannot exceed 40 square feet with a vertical clearance of nine feet.

(5) Roof sign, integral: Shall be limited to one permanent sign per site, and shall comply with all current city building codes. Size of roof sign cannot exceed 4 feet in height and 16 feet in length.

(6) Portable sign:

1. Minimum setback: Five feet from property line.
2. Maximum size: 32 square feet.
3. Maximum height: Ten feet.

(7) Wall sign: Shall be limited to four per premises, of which there shall be no more than one facing each direction. Wall signs shall comply with all current city building codes.

1. Minimum size: sign area shall not exceed 25 percent of the wall.
2. Maximum setback: Attached or painted to wall.

(8) Temporary signs. Temporary signs shall be permitted as listed in this subsection. Such signs shall be limited to one temporary sign per site and shall comply with subsection section 114-6.

a. Banner sign: Shall be limited to two temporary banner signs per business. Banner shall be permitted for a period of 30 calendar days, after which they shall be removed and not replaced for a period and may not be replaced for one calendar year. Banners which are less than three feet in width shall not require a permit.

(9) Street banner sign: Shall be allowed on special occasion with the permission of the city manager; such signs shall in no way affect the traffic flow visibility. No commercial message of any kind is allowed on the sign if such message is legible from any location off the zone lot on which the sign is located.

(10) Billboard signs: Shall be limited to one Billboard sign per site and shall comply with subsection 114-3.

1. Minimum setback: shall comply with section 114-03.
2. Maximum size: 672 square feet.
3. Maximum height: 60 feet or comply with TxDOT's regulations whichever is the most stringent.

(d) Central business districts. This section specifies which signs are permitted in the central business zoned areas as classified in the city zoning ordinance. Such districts are as follows: B-3 central business district.

(1) Canopy sign: Shall be limited to one permanent sign per business, with a vertical clearance of nine feet, and shall comply with all current city building codes.

(2) Changeable copy sign:

1. Minimum setback: Five feet from property line.
2. Maximum size: 32 square feet.
3. Maximum height: 15 feet.

(3) Freestanding sign: In the case of a multiunit building, one ground pole or pole sign will be allowed per site.

- i. Minimum setback: Five feet from property line.
- ii. Maximum size: 40 square feet.
- iii. Maximum height: 24 feet.

(4) Marquee and Projection signs: Shall be limited to one permanent sign per site and shall comply with all current city building codes. Size of the signs cannot exceed 40 square feet with a vertical clearance of nine feet.

(5) Roof sign and roof integral signs: shall be limited to one permanent sign per site, and shall comply with all current city building codes. Size of roof sign cannot exceed four feet in height and 16 feet in length.

(6) Wall sign: Shall be limited to four per premises, of which there shall be no more than one facing each direction. Wall signs shall comply with all current city building codes.

1. Minimum size: sign area shall not exceed 25 percent of the wall.

2. Maximum setback: Attached or painted to wall.

(7) Temporary signs. Temporary signs shall be permitted as listed in this subsection. Such signs shall be limited to one temporary sign per site and shall comply with section 114-6.

a. Banner sign: Shall be limited to two temporary banner signs per business. Banner shall be permitted for a period of 30 calendar days, after which they shall be removed and not replaced for a period and may not be replaced for one calendar year. Banners which are less than three feet in width shall be not require a permit.

(8) Street banner sign: Shall be allowed on special occasion with the permission of the city manager; such signs shall in no way affect the traffic flow visibility. No commercial message of any kind is allowed on the sign if such message is legible from any location off the zone lot on which the sign is located.

(9) Billboard signs: Shall be limited to one Billboard sign per site and shall comply with section 114-3.

1. Minimum setback: Shall comply with section 114-3.

2. Maximum size: 242 square feet.

3. Maximum height: 20 feet.

(e) Industrial districts. This section specifies which signs are permitted in the industrial districts areas as classified in the city zoning ordinance. Such districts are as follows: I industrial district.

(1) Changeable copy sign:

1. Minimum setback: Five feet from property line.

2. Maximum size: 32 square feet.

3. Maximum height: 20 feet.

(2) Freestanding sign: in the case of a multiunit building, one ground pole or pole sign will be allowed per site.

Non-expressway corridor:

1. Minimum setback: Five feet from property line.

2. Maximum size: 100 square feet.

3. Maximum height: 30 feet.

Expressway corridor:

1. Minimum setback: Five feet from property line.

2. Maximum size: 300 square feet.

3. Maximum height: 15 feet.

(3) Marquee and projection signs: Shall be limited to one permanent sign per site and shall comply with all current city building codes. Size of the signs cannot exceed 40 square feet with a vertical clearance of 9 feet.

(4) Portable sign:

1. Minimum setback: Five feet from property line.
 2. Maximum size: 32 square feet.
 3. Maximum height: 10 feet.
- (5) Wall sign: Shall be limited to four per premises, of which there shall be no more than one facing each direction. Wall signs shall comply with all current city building codes.
1. Minimum size: sign area shall not exceed 25 percent of the wall.
 2. Maximum setback: Attached or painted to wall.
- (6) Temporary signs. Temporary signs shall be permitted as listed in this subsection. Such signs shall be limited to one temporary sign per site and shall comply with section 114-6.
- a. Banner sign: Shall be limited to two temporary banner signs per business. Banner shall be permitted for a period of 30 calendar days, after which they shall be removed and not replaced for a period and may not be replaced for one calendar year. Banners which are less than three feet in width shall not require a permit.
- (7) Street banner sign: Shall be allowed on special occasion with the permission of the city manager; such signs shall in no way affect the traffic flow visibility. No commercial message of any kind is allowed on the sign if such message is legible from any location off the zone lot on which the sign is located.
- (8) Billboard signs Shall be limited to one Billboard sign per site and shall comply with subsection 114-3.
1. Minimum setback: shall comply with section 114-3.
 2. Maximum size: 672 square feet.
 3. Maximum height: 60 feet or comply with TxDOT's regulations whichever is the most stringent.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of July 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: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5560	
From:			
Subject: Discussion and consideration on Ordinance 2022-22 amending Ordinance 2015-03 the City of Weslaco Electioneering Ordinance and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-22. Possible action. (Staffed by City Secretary Department.)			
Background: The ordinance incorporates changes as discussed at the workshop held June 25, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Ordinance - First Reading Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA NORMA CANTU Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the City Secretary.			
Staff Recommendation:			
Attachments, if any: O2022-21 amend Sign Ordinance			
Responsibilities upon Approval:			

ORDINANCE 2022-21

AN ORDINANCE AMENDING ORDINANCE NUMBER 2015-12, THE CITY OF WESLACO SIGN ORDINANCE; CODIFIED AS CHAPTER 114 OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance 2015-12 passed and approved on May 5, 2015 as the “Sign Ordinance” Codified as Chapter 114 of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the new zoning ordinance will be adopted and codified as Chapter 114 of the Weslaco Code of Ordinances and said Chapter shall read as follows:

CHAPTER 114: SIGN ORDINANCE

Sec. 114-2- Sign Definitions

a) Words and phrases used in this chapter shall have the meanings set forth in this section, except where the context clearly indicates a different meaning:

Animated sign. Any sign that uses movement or change of lighting to depict action or create a special effect or scene, or which is designed and constructed to give a message through a sequence of progressive changes by either action or motion, color changes, requiring electrical or manual energy. This definition includes, but is not limited to, digital signs.

Banner. Any temporary sign intended to be hung either with or without frames, characters, letters, illustrations or ornamentations applied to plastic or fabric of any kind.

Balloons. Any sign that floats above the ground, motorized or non-motorized.

Beacon. Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move (contact airport management before placement).

Bench sign. Any sign painted on street furniture, especially bus stop benches.

Billboard. A large sign advertising along a major arterial roadway in accordance with section 114-3 (5)

Building marker. Any sign indicating the name of a building and date and incidental information about its construction, or historical data on historic site, which sign is cut into a masonry surface or made of bronze or other permanent material.

Canopy sign. Any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. (A marquee is not a canopy.)

Changeable copy sign. A sign or portion thereof with characters, letters, numbers, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this ordinance. A sign on which the only copy that changes is an electronic or mechanical indication of time and/or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this chapter.

Flag. Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, or other non-commercial entity.

Freestanding sign. Any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from (i.e. not attached to) any building or other structure.

Highway control zone. Means an area on either side of the U.S. Expressway 83 or future Interstate I-2 which is within 100 feet of the nearest edge of the right-of-way of said highway.

Incidental sign. A sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as "no parking," "entrance," "loading only," and other similar directives. No sign with a commercial message legible from a position off the lot on which the sign is located shall be considered incidental.

Landmark sign. Any sign of artistic or historic merit, uniqueness, or of extraordinary significance as may be identified by the national, state, or local historic commission, or other official agency or board identified in this ordinance to make such a determination.

Lot. Land occupied or to be occupied by a building and its accessory buildings, and including such open spaces as required under this ordinance and having its principal frontage upon a public street (same as PREMISE).

Marquee. Any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Marquee sign. Any sign attached to, in any manner, or made a part of a marquee.

Non-conforming sign. Any sign previously permitted and/or allowed existing at the time of the adoption of the ordinance from which this chapter derives that does not conform to the requirements of this chapter.

Pennant. Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

Permanent sign. A sign that is securely attached to a building or premise according to building codes.

Portable sign. Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu and sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to, leaning against, placed inside of, or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business.

Principal building. The building in which is conducted the principal use of the zone lot on which it is located. Zone lots with multiple principal building, but storage buildings, garages and other clearly accessory uses shall not be considered principal buildings.

Premises. Land occupied or to be occupied by a building and its accessory buildings, and including such open spaces as required under this chapter and having its principal frontage upon a public street (same as "lot").

Projecting sign. Any sign built in such a manner that its leading edge extends more than six inches beyond the surface of such building or wall.

Roof sign. Any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof.

Roof sign, integral. Any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches.

Sandwich board sign. Self-supporting A-shaped portable signs with only two visible sides that are situated adjacent to a business, typically on a sidewalk, that contains commercial speech. The maximum area of such sign shall be no more than six square feet per side with the maximum height being 42 inches. Sandwich board signs shall not be illuminated, nor shall they contain moving parts or have balloons, streamers, pennants, or similar adornment attached to them.

Secondary arterial. Such right-of-way of the city as Texas Blvd., FM 1015 (International Blvd.), Westgate Drive, Airport Drive, US Business Highway 83 and Dolores Huerta Ave.

Setback. The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Sign. Any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity or product, or to communicate information of any kind to the public and visible from the public right-of-way or another property.

Street frontage. The distance for which a lot line of a lot adjoins a public street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

Suspended sign. A sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

Temporary sign. Any sign that is used only temporarily in accordance with this section and is not permanently mounted according to building codes.

Wall sign. Any sign attached parallel to, but within 12 inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

Zone lot. a parcel of land in single ownership that is of sufficient size to meet minimum zoning requirements for area, coverage, and use, and that can provide such yards and other open spaces as required by the zoning regulation.

(b) Zoning definitions. Words and phrases not defined in subsection (a) of this section but defined in Chapter 150 shall be given the meanings set forth in Chapter 150.

(c) Computation of sign area. Principles for computing sign area and sign height are contained in section 114-3.

Sec. 114-3. - Sign regulation and computations

(5) Billboard signs. No Billboard signs shall be allowed only within the highway control zone, as described in section 114-2 and in accordance with section 114-8 unless the following are complied with:

- a. For the purpose of this regulation, each side of the Expressway (Future I-2) shall be considered separately.
- b. All distances shall be measured directly along the public right-of-ways at the shortest distance possible where necessary to cross the street.
- c. Billboard signs having a face area of greater than 242 square feet shall not be erected within 1,500 feet of another billboard sign. Signs within this range of size are allowable only on the Expressway corridor (Future I-2).

d. Billboard signs having a face area ranging from 100 to 242 square feet shall not be erected within 1,000 feet of another billboard sign on the same street. Signs within this range of size are allowable only on streets designated as secondary arterial.

e. Billboard signs having a face area of less than 100 square feet shall not be erected within 500 feet of another billboard sign on the same street.

f. No Billboard sign shall be located in such a manner as to obscure, or otherwise physically interfere with the effectiveness of an official traffic sign, signal or device, or interfere with a driver's view of approaching or intersecting traffic.

g. No Billboard signs shall be allowed within 1,000 feet from any cemetery, preschool, school, college, public forest, public park, public playground or designated scenic area as such by any state or federal agency or other governmental agency having and excising such authority which is adjacent to the expressway.

h. No Billboard sign shall be allowed on Texas Boulevard and on Business Highway 83 within the city limits.

i. Billboard signs are not allowed on tracts of land not platted in accordance with the City of Weslaco Subdivision Ordinance.

j. Billboard signs shall only be free-standing and shall not be placed on or through buildings or roofs.

Sec. 114-5. - Signs in the public right-of-way.

(a) No signs shall be allowed in the public right-of-way, except for the following:

(1) Permanent signs, including public signs erected by or on behalf of a governmental body to direct or regulate pedestrian or vehicular traffic in accordance with the MUTCD Compliant sign manual:

a. Bus stop signs erected by a public transit company;

b. Locations public utility regarding its poles, lines, pipes, or facilities.

c. Traffic signs identifying locations governmentally/publicly owned buildings

No person shall be allowed to display or evert a sign or banner for the purpose of advertising alongside or across any roadway or right-of-way when any portion of such sign or banner shall extend above the roadway or right-of-way.

Sec. 114-6. - Special sign categories, permitted, and prohibited signs.

- 1) Painted signs. Signs painted on buildings require a sign permit, and will be counted toward overall square footage of signs allowed.
- 2) Secured portable signs. Secured portable signs are allowed on a permanent basis in accordance with section 114-8 and only if they are secured into the ground. If electrical connections are allowed on these signs, the customer must have the proper electrical receptacles in place to allow safe lighting of the sign and avoid loose or accessible connections, extension cords, etc. If proper electrical receptacles are not available upon sign delivery, the electrical connectors within the sign must be disabled by the sign company to ensure safe use by customer.
- 3) Temporary signage.
 - a) Signs posted for no more than 30 days must comply with the following:
 - i) Minimum setback: Five feet from property line.
 - ii) Maximum size: 24"x18"
 - iii) Must be staked into ground
 - b) Signs posted for a period of no more than 60 to 90 days must comply with the following:
 - i) Minimum setback: Five feet from property line.
 - ii) Maximum size: 4' x 8'
 - iii) Must be anchored to ground by wooden stakes, t-post or equivalent
 - iv) Feathered Flag signs
- 4) There shall be no placement of unauthorized signage on City owned property without consent and approval from City designee.
- 5) Prohibited signs. It shall be unlawful for any person, corporation or entity to knowingly or intentionally place or maintain a sign:
 - a) That applies to obsolete or signs that do not meet building code standards, and signs which require a sign permit but were erected without such a permit having been issued;
 - b) Which is not in good repair, such as with broken faces, faded or missing letters, etc.;
 - c) That is not securely fixed as per building codes;
 - d) That attempts or appears to attempt to regulate, warn or direct the movement of traffic or which interferes with, imitates, or resembles any official traffic sign, signal or device (except actual traffic control devices installed by the appropriate authority);
 - e) That is erected or maintained upon trees, or painted or drawn upon rocks or other natural features;
 - f) That is non-conforming and damaged or destroyed to an extent of more than 75% of the current fair market value as determined by the Chief Building Official and approved by the Building Board of Adjustments and Appeals using the procedures outlined in Chapter 150-19 of the Zoning Ordinance;
 - g) That prevents or obstructs or inhibits free ingress or egress from any doors, windows, or fire escapes or that are attached to a standpipe or fire escape; and
 - h) Any signs not expressly permitted under this ordinance or exempt from regulation hereunder in accordance with the previous section are prohibited in the city. Such signs include, but are not limited to:
 - i) Beacons (except as temporary signs not interfering with traffic or aircraft safety);
 - ii) Pennants;
 - iii) Any vehicle and or part of a vehicle which carries, conveys, pulls, or transports any sign for the primary purpose of advertising.

(1) Exemptions to this provisions shall be wrapped vehicles and magnetics signs

- iv) Strings of lights not permanently mounted to a rigid background, except those exempted under previous sections
- v) Signs attached to utility poles (except as informational to the operation or identification of the utility function); and
- vi) Inflatable signs (except on a temporary basis for no more than 30 calendar days each occurrence, no more than two occurrences per calendar year).

Sec. 114-8. - Signs permitted by zoning districts.

(a) Residential districts. This section specifies which signs are permitted in residential zoned areas as classified by the city. They are as follows: R-1 single-family residential, R-2 duplex and apartments, R- 3 rural residential, M-1 mobile home residential and B-4 neighborhood office districts as classified by the city.

(1) Free standing sign:

- 1. Minimum setback: Five feet from property line.
- 2. Maximum size: 32 square feet.
- 3. Maximum height: 15 feet.
- 4. Limit of one sign per lot.

(2) Wall sign: shall be limited to two per premises and are restricted to entrances to subdivision only.

- 1. Maximum size: 15 square feet of wall or fences.
- 2. Minimum setback: Attached or painted to fence or wall.

(3) Temporary signs. Temporary signs shall be permitted as allowed in this subsection. Such signs shall be limited to one temporary sign per site and shall comply with section 114-6.

- 1. Banner sign: shall be limited to one temporary banner per lot and shall not exceed ten square feet. Such signs may be displayed for a period of no more than 30 calendar days, after which the sign will be removed and may not be replaced for one calendar year. No permit will be required.

(4) Billboard signs are prohibited in a residential district.

(5) Additional requirements. No sign or part of any sign in the residential districts shall move, flash, or rotate its illumination. Temporary holiday decorations are permitted.

(b) Neighborhood business district. This section specifies which signs are permitted in B-1 neighborhood business districts as classified by the city.

(1) Canopy sign: Shall be limited to one permanent sign per business, with a vertical clearance of nine feet, and shall comply with all current city building codes. b.

(2) Changeable copy sign:

- 1. Minimum setback: Five feet from property line.
- 2. Maximum size: 32 square feet.
- 3. Maximum height: 15 feet.

(3). Free standing sign: shall be limited to one permanent sign per site. In the case of a multiunit building, one free standing sign will be allowed per site along with a wall sign, canopy or roof sign for each business as permitted in section 114-3.

Non-expressway corridor:

- 1. Minimum setback: Five feet from property line.

2. Maximum size: 50 square feet.

3. Maximum height: 15 feet.

Expressway corridor:

1. Minimum setback: Five feet from property line.

2. Maximum size: 300 square feet.

3. Maximum height: 15 feet.

(4) Wall sign: Shall be limited to four per premises, of which there shall be no more than one facing each direction. Wall signs shall comply with all current city building codes.

1. Minimum size: sign area shall not exceed 25 percent of the wall.

2. Maximum setback: Attached or painted to wall.

(5) Temporary signs. Temporary signs shall be permitted as allowed in this subsection. Such signs shall be limited to one temporary sign per site and shall comply with section 114-06.

a. Banner sign: Shall be permitted for a period of 30 days at one time after which such signs shall be removed and not replaced for a period and may not be replaced for one calendar year. Banners three feet or less in width do not require a permit.

b. Street banner sign: Shall be allowed on special occasion with the permission of the city manager; such signs shall in no way affect the traffic flow visibility. No commercial message of any kind is allowed on the sign if such message is legible from any location off the zone lot on which the sign is located.

(6) Billboard sign: Shall be limited to one billboard sign per site and shall comply with subsection 114-3.

1. Minimum setback: shall comply with section 114-3.

2. Maximum size: 672 square feet.

3. Maximum height: 60 feet or comply with TxDOT's regulations whichever is the most stringent.

(c) Secondary and highway business districts. This section specifies which signs are permitted in the secondary and highway business zoned areas as classified in the city zoning ordinance. Such districts are as follows: B-2 secondary and highway business district.

(1) Canopy sign: Shall be limited to one permanent sign per business, with a vertical clearance of nine feet, and shall comply with all current city building codes.

(2) Changeable copy sign:

1. Minimum setback: Five feet from property line.

2. Maximum size: 32 square feet.

3. Maximum height: 20 feet.

(3) Freestanding sign: In the case of a multiunit building, one ground pole or pole sign will be allowed per site.

Non-expressway corridor:

1. Minimum setback: Five feet from property line.

2. Maximum size: 100 square feet.

3. Maximum height: 30 feet.

Expressway corridor:

1. Minimum setback: Five feet from property line.

2. Maximum size: 300 square feet.

3. Maximum height: 15 feet.

(4) Marquee and Projection signs: shall be limited to one permanent sign per site and shall comply with all current city building codes. Size of the signs cannot exceed 40 square feet with a vertical clearance of nine feet.

(5) Roof sign, integral: Shall be limited to one permanent sign per site, and shall comply with all current city building codes. Size of roof sign cannot exceed 4 feet in height and 16 feet in length.

(6) Portable sign:

1. Minimum setback: Five feet from property line.
2. Maximum size: 32 square feet.
3. Maximum height: Ten feet.

(7) Wall sign: Shall be limited to four per premises, of which there shall be no more than one facing each direction. Wall signs shall comply with all current city building codes.

1. Minimum size: sign area shall not exceed 25 percent of the wall.
2. Maximum setback: Attached or painted to wall.

(8) Temporary signs. Temporary signs shall be permitted as listed in this subsection. Such signs shall be limited to one temporary sign per site and shall comply with subsection section 114-6.

a. Banner sign: Shall be limited to two temporary banner signs per business. Banner shall be permitted for a period of 30 calendar days, after which they shall be removed and not replaced for a period and may not be replaced for one calendar year. Banners which are less than three feet in width shall not require a permit.

(9) Street banner sign: Shall be allowed on special occasion with the permission of the city manager; such signs shall in no way affect the traffic flow visibility. No commercial message of any kind is allowed on the sign if such message is legible from any location off the zone lot on which the sign is located.

(10) Billboard signs: Shall be limited to one Billboard sign per site and shall comply with subsection 114-3.

1. Minimum setback: shall comply with section 114-03.
2. Maximum size: 672 square feet.
3. Maximum height: 60 feet or comply with TxDOT's regulations whichever is the most stringent.

(d) Central business districts. This section specifies which signs are permitted in the central business zoned areas as classified in the city zoning ordinance. Such districts are as follows: B-3 central business district.

(1) Canopy sign: Shall be limited to one permanent sign per business, with a vertical clearance of nine feet, and shall comply with all current city building codes.

(2) Changeable copy sign:

1. Minimum setback: Five feet from property line.
2. Maximum size: 32 square feet.
3. Maximum height: 15 feet.

(3) Freestanding sign: In the case of a multiunit building, one ground pole or pole sign will be allowed per site.

- i. Minimum setback: Five feet from property line.
- ii. Maximum size: 40 square feet.
- iii. Maximum height: 24 feet.

(4) Marquee and Projection signs: Shall be limited to one permanent sign per site and shall comply with all current city building codes. Size of the signs cannot exceed 40 square feet with a vertical clearance of nine feet.

(5) Roof sign and roof integral signs: shall be limited to one permanent sign per site, and shall comply with all current city building codes. Size of roof sign cannot exceed four feet in height and 16 feet in length.

(6) Wall sign: Shall be limited to four per premises, of which there shall be no more than one facing each direction. Wall signs shall comply with all current city building codes.

1. Minimum size: sign area shall not exceed 25 percent of the wall.

2. Maximum setback: Attached or painted to wall.

(7) Temporary signs. Temporary signs shall be permitted as listed in this subsection. Such signs shall be limited to one temporary sign per site and shall comply with section 114-6.

a. Banner sign: Shall be limited to two temporary banner signs per business. Banner shall be permitted for a period of 30 calendar days, after which they shall be removed and not replaced for a period and may not be replaced for one calendar year. Banners which are less than three feet in width shall be not require a permit.

(8) Street banner sign: Shall be allowed on special occasion with the permission of the city manager; such signs shall in no way affect the traffic flow visibility. No commercial message of any kind is allowed on the sign if such message is legible from any location off the zone lot on which the sign is located.

(9) Billboard signs: Shall be limited to one Billboard sign per site and shall comply with section 114-3.

1. Minimum setback: Shall comply with section 114-3.

2. Maximum size: 242 square feet.

3. Maximum height: 20 feet.

(e) Industrial districts. This section specifies which signs are permitted in the industrial districts areas as classified in the city zoning ordinance. Such districts are as follows: I industrial district.

(1) Changeable copy sign:

1. Minimum setback: Five feet from property line.

2. Maximum size: 32 square feet.

3. Maximum height: 20 feet.

(2) Freestanding sign: in the case of a multiunit building, one ground pole or pole sign will be allowed per site.

Non-expressway corridor:

1. Minimum setback: Five feet from property line.

2. Maximum size: 100 square feet.

3. Maximum height: 30 feet.

Expressway corridor:

1. Minimum setback: Five feet from property line.

2. Maximum size: 300 square feet.

3. Maximum height: 15 feet.

(3) Marquee and projection signs: Shall be limited to one permanent sign per site and shall comply with all current city building codes. Size of the signs cannot exceed 40 square feet with a vertical clearance of 9 feet.

(4) Portable sign:

1. Minimum setback: Five feet from property line.
 2. Maximum size: 32 square feet.
 3. Maximum height: 10 feet.
- (5) Wall sign: Shall be limited to four per premises, of which there shall be no more than one facing each direction. Wall signs shall comply with all current city building codes.
1. Minimum size: sign area shall not exceed 25 percent of the wall.
 2. Maximum setback: Attached or painted to wall.
- (6) Temporary signs. Temporary signs shall be permitted as listed in this subsection. Such signs shall be limited to one temporary sign per site and shall comply with section 114-6.
- a. Banner sign: Shall be limited to two temporary banner signs per business. Banner shall be permitted for a period of 30 calendar days, after which they shall be removed and not replaced for a period and may not be replaced for one calendar year. Banners which are less than three feet in width shall not require a permit.
- (7) Street banner sign: Shall be allowed on special occasion with the permission of the city manager; such signs shall in no way affect the traffic flow visibility. No commercial message of any kind is allowed on the sign if such message is legible from any location off the zone lot on which the sign is located.
- (8) Billboard signs Shall be limited to one Billboard sign per site and shall comply with subsection 114-3.
1. Minimum setback: shall comply with section 114-3.
 2. Maximum size: 672 square feet.
 3. Maximum height: 60 feet or comply with TxDOT's regulations whichever is the most stringent.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of July 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: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5511	
From:			
Subject: Discussion and consideration to award a Contract for the Water Spray Splash Pad Request for Proposal No.: 2021-22-28 to be installed at Gibson Park for an amount not to exceed \$275,000 to the most responsive advantageous proposal and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: This project is budgeted in the Fiscal Year 21-22 Capital Improvement Fund for parks for \$275,000. The City Commission authorized staff to solicit proposals at their regularly scheduled meeting held on November 2, 2021. The City received four proposals for a splash pad at Gibson Park from three vendors on May 25, 2022. After review by staff for conformity to specifications, the Parks Board reviewed the proposals and evaluated the submissions based on the following criteria: Review of the Firms Response to the RFP and Project Understanding - 20 points Proposer's Qualifications, Experience, and References - 20 points Proposal's adherence to City's Specifications and Requirements - 20 points Originality and Creativity in Design Proposal - 20 points Proposed Cost -20 points The Parks & Recreation Advisory Board scored and ranked the proposals as follows: South Texas Pools - La Feria, TX \$268,500 Score 93.2 Kraftsman Commercial Playgrounds & Water Parks - Spring, TX \$275,000 Score 87.8 Oasis Waterplaygrounds Option B - Houston TX \$252,580 Score 75.5 Oasis Waterplaygrounds Option A - Houston TX \$245,000 Score 74.2			
Funding Source (budget code, if applicable): 410-5404-550100 project #20004			
Amount: \$275,000		Term of Impact: none	Identified in Current Budget: yes
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Parks & Recreation Advisory Board reviewed and ranked the proposals.			
OMAR RODRIGUEZ OMAR RODRIGUEZ SONIA FLORES		Created/Initiated Approved Approved	

Martin Garza	New
City Manager Comments: Approve as recommended by the Parks and Recreation Director.	
Staff Recommendation: Staff recommends awarding the contract to South Texas Pools of La Feria, Texas as the highest ranked, most responsive, responsible and advantageous proposal for an amount of \$268,500.00, as ranked by the Parks & Recreation Advisory Board.	
Attachments, if any: GIBSON PARK SPLASH PAD RUBRIC Parks Board Rank	
Responsibilities upon Approval:	



**CITY OF WESLACO
WATER SPRAY SPLASH PAD No.: 2021-22-28
EVALUATIONS**

		KRAFTSMAN	OASIS OPTION A	OASIS OPTION B	SOUTH TEXAS POOLS
		Total Price	Total Price	Total Price	Total Price
1	PROJECT PRICING	\$275,000.00	\$245,000.00	\$252,580.00	\$268,500.00
	PROJECT SCHEDULE	34 WEEKS	12-14 WEEKS	12-14 WEEKS	80DAYS (16 WEEKS)
20%	REVIEW OF THE FIRM'S RESPONSE TO THE RFP AND PROJECT UNDERSTANDING	17.8	14.7	14.8	19.2
20%	PROPOSER'S	18.5	15.2	15.3	18.7
	-Qualifications				
	-Experience				
	-References				
20%	PROPOSAL'S ADHERENCE TO CITY'S SPECIFICATIONS AND REQUIREMENTS	18.8	15.2	16.0	18.7
20%	ORIGINALITY AND CREATIVITY IN DESIGN PROPOSAL	18.7	11.0	12.5	18.8
20%	PROPOSED COST	14.0	18.2	16.8	17.8
TOTAL POINTS		87.8	74.2	75.5	93.2
Parks Board Rank		2	4	3	1





Standardized Agenda Request Form

Date of Meeting: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5565	
From:			
Subject: Discussion and consideration to approve a contract for landscape architecture services for the Judge Gilbert Garza Park - Soccer Fields project with Heffner Design Team not to exceed \$11,500 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation.)			
Background: The soccer fields located at Judge Gilbert Garza Park need to be designed and constructed for actual play. This contract will provide the city with landscape and irrigation construction documents to extend the existing irrigation system to the soccer fields, including final grading and turf. Work will include bidding and construction administration 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):			
NORMA CANTU OMAR RODRIGUEZ SONIA FLORES Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the Parks & Recreation Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Weslaco Northside Park Soccer Fields Proposal with Exhibit, Soccer Field Project Limits			
Responsibilities upon Approval:			



HEFFNER DESIGN TEAM, PLLC

DESIGN SERVICES PROPOSAL

Date: April 6, 2022

Attention: Omar Rodriguez, Director of Parks and Recreation
City of Weslaco
255 S. Kansas Ave
Weslaco, Texas 78596

Regarding: Proposal for Design Services

Mr. Rodriguez,

Please review this proposal for landscape architecture services for the Weslaco Northside Park- Soccer Fields project located in Weslaco, Texas-

Provide landscape and irrigation construction documents for the new soccer fields at the Northside Park.

Our process includes a 90% and 100% set of construction documents. Additional revisions and meetings are considered an additional service and will be billed at an hourly rate. All documents will be transmitted via email and all presentations and meetings will be digitally via GoToMeeting.

Provide bidding and construction administration services including attendance at pre-bid and pre-construction meetings, issuance of addenda, submittal and RFI review, development and issuance of ASI's, and three site visits.

Fee for the above scope of work - \$11,500.00

To supply our clients with peace of mind we carry full general and professional liability insurance. I am licensed as a landscape architect by the States of Texas and Michigan. A copy of our insurance, licenses, and terms and conditions are available upon request. This proposal expires 90 days from the above date. Thank you for the opportunity to work on this project.

Sincerely,

X _____

Andrew T. Heffner, PLA, ASLA, Assoc. AIA-LRGV, CLARB

Client Signature

Date



HEFFNER DESIGN TEAM, PLLC

A. Contract Terms & Conditions

- Supplemental Services- Supplemental Services are shown below. Supplemental Services are beyond the scope of the basic Scope of Services, and when requested in writing by the Client, shall entail additional compensation (either on the hourly basis) beyond the Compensation stated in the Preliminary Provisions.

The following pre-design services should be considered Supplemental Service-
Assisting the Client with programming, master planning, detailed project scheduling, representing Client at zoning hearing and/ or community meetings or design review hearings, assist the Client with grant administration, and all additional meetings.

The following Design Phase services should be considered Supplemental Service-
Scale models and renderings, special studies or reports, expert witness testimony, attendance at public review or design review hearings, and all additional meetings.

The following Construction Administration Phase should be considered Supplemental Service-

Prepare Client-initiated change orders, on the behalf of the Client, receive written guarantees, warranties, releases of liens, and related documents required from Contractor, review Contractor's marked-up-as-built drawings, determine consent of surety, if any, to issuance of final certificate of payment. Revisions to previously approved drawings or other documents shall constitute Supplemental Services when necessary to accommodate subsequent interpretations by governmental officials, and all additional meetings.

The following Post-Construction Phase should be considered Supplemental Service-
Prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor, provide periodic observations of work and/or warranty items, perform post-construction evaluation of functional and operational performance of the Project, and all additional meetings.

Compensation for supplemental services shall be based on the following hourly rates:
Landscape Architect- \$ 150 p/h
Licensed Irrigator- \$ 85 p/h
Junior Designer- \$ 55 p/h
Development Coordinator- \$55 p/h

- Approval of Services/Changes to Approved Services- The Landscape Architect shall proceed with a phase or design package of the Landscape Architect's services only after receiving the Client's written approval of the services and deliverables provided in the previous phase and written authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous budget parameters and/or Program descriptions.
- Opinions of Probable Construction Costs- Opinions of probable construction costs provided by the Landscape Architect are based on the designer's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time



HEFFNER DESIGN TEAM, PLLC

construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.

- Construction Safety- The presence of the Landscape Architect, its employees, or consultants at the Project site shall not be deemed an assumption by the Landscape Architect of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or any regulatory health or safety requirements. The Landscape Architect, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.
- Information-
 - i. The Client shall provide site surveys and legal information, including as applicable: written legal description of the site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, or deed or other restrictions.
 - ii. The Client shall be responsible for all legal, accounting, and insurance services the Client may require or deem necessary in the interest of the Project.
- Independent Testing- The Client shall provide independent testing services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste conditions.
- Reliance- The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work product provided by the Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client.
- Ownership of Documents-
 - i. The Landscape Architect shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Landscape Architect (collectively, the "Design Materials")
 - ii. Subject to payment by the Client of all fees and costs owed to the Landscape Architect, the Landscape Architect grants to the Client a nonexclusive license to reproduce the Design Materials solely for the construction and use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client's possession or control shall be returned to the Landscape Architect within 21 days of the notice of termination.



HEFFNER DESIGN TEAM, PLLC

- iii. The Client, to the fullest extent permitted by law, shall indemnify and hold harmless the Landscape Architect for any costs, including legal fees or defense costs, liability or loss, which result from any unauthorized modification of the Design Materials or the use of the Design Materials for any purpose other than the Project.
- iv. In the event this Agreement is terminated prior to the completion of the Project, the Landscape Architect shall have no liability to the Client or to anyone claiming through the Client for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Design Materials without the Landscape Architect's approval, and the Client agrees to indemnify and defend the Landscape Architect against all such claims.

➤ Landscape Architect Compensation

- i. Compensation for the Scope of Services to be performed under this Agreement shall be the stipulated sum indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below.
- ii. Reimbursable expenses are expenditures for the Project made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 10 %. Reimbursable expenses include but are not limited to the following:
 - a. costs of reproductions, faxes, postage and handling, messenger and overnight delivery services;
 - b. costs of renderings, photographs, models, and mock-ups requested by the Client;
 - c. expense of professional liability insurance dedicated exclusively to the Project, or additional insurance coverage or limits requested by the Client in excess of that normally carried by the Landscape Architect and its consultants;
 - d. costs of printing and delivering bid packages;
 - e. services of professional consultants which cannot be quantified at the time of contracting; and
 - f. other, similar direct Project-related expenditures.

➤ Payments

- i. An initial payment of 50% of the approved design fee shall be made upon execution of this Agreement; this amount shall be credited to the Client's account at final payment. Acceptable methods of payment are cash, check, and money orders. Mail checks and money orders and do **not** mail cash as we are not liable if lost or stolen.
- ii. Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed in accordance with the Schedule of Services and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- iii. Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed



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overdue and shall accrue 5 % interest per month. Pursuant to section 7.2, herein, at the Landscape Architect's option, overdue payments may be grounds for suspension of services or termination of this Agreement.

➤ Indemnification & Consequential Damages

- i. Indemnification- Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence. Landscape Architect's liability to the client for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
- ii. Consequential Damages- The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise out of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 hereof.

SCALE: 1" = 60'
N
M
ELEVATION DATUM: 1985 MEAN SEA LEVEL (MSL)
COORDINATE SYSTEM: UTM, ZONE 16N, EPOCH 1983



PRELIMINARY



WEST
NORTH
SPO
COM
WEST
TEX

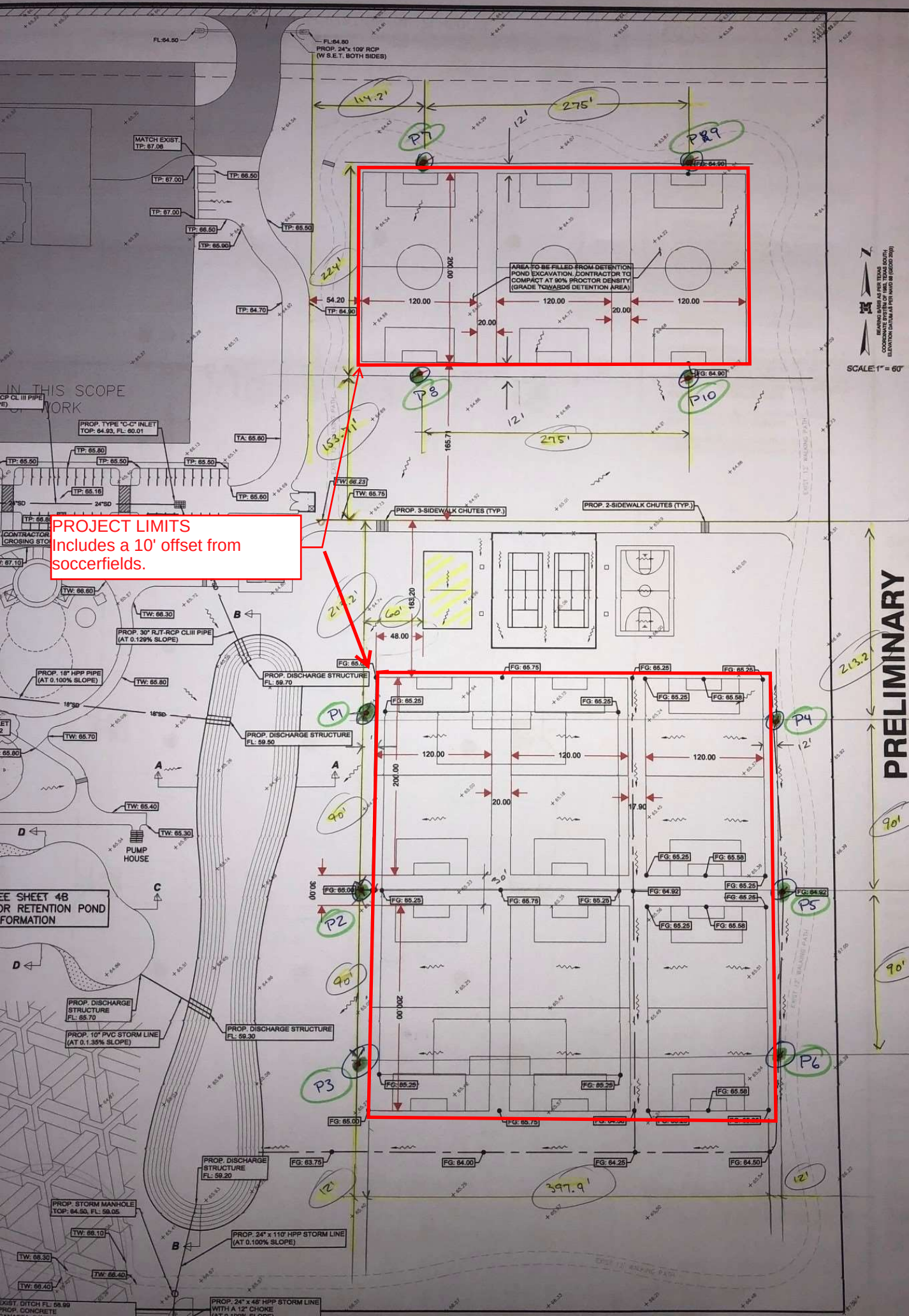
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Drawing Date:
Drawn:
Checked:
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ACAD File:

Revisions:
Revision #1: 0
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Revision #2: 0
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Standardized Agenda Request Form

Date of Meeting: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5573	
From:			
Subject: Discussion and consideration to grant an easement and right of way to AEP Texas for the New Public Safety Buildings including the new Police Department and Downtown Fire Station No. 2 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department)			
Background: AEP requires an easement and ROW be established to extend service to each building.			
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 OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Parks & Recreation Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: AEP Easement and ROW for Weslaco New PD-FD buildings			
Responsibilities upon Approval:			

EASEMENT AND RIGHT OF WAY

CITY OF WESLACO, A HOME RULE MUNICIPALITY, (“Grantor”), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS INC.**, a Delaware Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 (“Grantee”) the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon a portion of the following described land located in Hidalgo County, Texas, to wit:

Being 9.03 acres tract of land more or less, out of Farm Tract 54, Block 142 of the WEST TRACT SUBDIVISION as per map recorded in Volume 2, Pages 34-37 of the Hidalgo County Map Records; said tract of lands conveyed to Grantor on deed recorded in Document Number 3058725, Official Public Records of Hidalgo County, Texas.

SEE EXHIBIT(S) "A" & "B," "A-1" & "B-1" AND "A-2" & "B-2", ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL APPLICABLE PURPOSES. (the “Easement Area”)

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor’s adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee’s exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure on or within the Easement Area containing Grantee’s improvements without the express written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2022.

[Rest of this page intentionally left blank-Signature page follows]

TX220922 & TX220923
WR#81877761& WR# 80809620

City of Weslaco,
A Home Rule Municipality

By: _____
David Suarez - Mayor

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this _____ day of _____, 2022, by
David Suarez, Mayor for the City of Weslaco, a Home Rule municipality.

NOTARY PUBLIC, State of Texas

(Seal)

RIO-DELTA SURVEYING
24593 FM 88
Monte Alto, Texas 78538
956-380-5154 956-262-0223 fax
TBPLS FIRM # 10013900

Metes and Bounds Description
EXHIBIT A
SHEET 1 OF 2

Tract 1

A 0.188 ACRE TRACT OF LAND BEING A 10 FOOT AEP ELECTRICAL EASEMENT OUT OF FARM TRACT 54, BLOCK 142 WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 2 PAGES 34-37 MAP RECORDS OF HIDALGO COUNTY, TEXAS SAID 0.188 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WESLACO PUBLIC SERVICES, BEING WITHIN BRIDGE AVENUE; THENCE NORTH, A DISTANCE OF 102.74'; THENCE WEST, A DISTANCE OF 50.00' TO THE WEST RIGHT OF WAY LINE OF SAID BRIDGE AVE. FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE WEST, A DISTANCE OF 10.00' TO A CORNER OF THIS TRACT OF LAND;

THENCE NORTH, A DISTANCE OF 317.18' TO A CORNER OF THIS TRACT OF LAND;

THENCE N 45°00'00" W, A DISTANCE OF 41.72' TO A CORNER OF THIS TRACT OF LAND;

THENCE WEST, A DISTANCE OF 455.15' TO A CORNER OF THIS TRACT OF LAND;

THENCE N 45°00'00" E, A DISTANCE OF 14.14' TO A CORNER OF THIS TRACT OF LAND;

THENCE EAST, A DISTANCE OF 449.30' TO A CORNER OF THIS TRACT OF LAND;

THENCE S 45°00'00" E, A DISTANCE OF 50.00' TO A CORNER OF THIS TRACT OF LAND;

THENCE SOUTH, A DISTANCE OF 321.32' TO THE POINT OF BEGINNING, CONTAINING 0.188 OF AN ACRE OF LAND, MORE OR LESS.

RIO-DELTA SURVEYING
24593 FM 88
Monte Alto, Texas 78538
956-380-5154 956-262-0223 fax
TBPLS FIRM # 10013900

Metes and Bounds Description

EXHIBIT A

SHEET 2 OF 2

Tract 2

A 0.083 ACRE TRACT OF LAND BEING A 10 FOOT AEP ELECTRICAL EASEMENT OUT OF FARM TRACT 54, BLOCK 142 WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 2 PAGES 34-37 MAP RECORDS OF HIDALGO COUNTY, TEXAS SAID 0.083 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WESLACO PUBLIC SERVICES, BEING WITHIN BRIDGE AVENUE; THENCE NORTH, A DISTANCE OF 102.74'; THENCE WEST, A DISTANCE OF 50.00' TO THE WEST RIGHT OF WAY LINE OF SAID BRIDGE AVE. THENCE WEST, A DISTANCE OF 10.00' TO A CORNER OF THIS TRACT OF LAND; THENCE NORTH, A DISTANCE OF 317.18' TO A CORNER OF THIS TRACT OF LAND; THENCE N 45°00'00" W, A DISTANCE OF 41.72' TO A CORNER OF THIS TRACT OF LAND; THENCE WEST, A DISTANCE OF 455.15' TO A CORNER OF THIS TRACT OF LAND; THENCEWEST, A DISTANCE OF 110.70' TO THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE WEST, A DISTANCE OF 364.65' TO THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH, A DISTANCE OF 10.00' TO THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE EAST, A DISTANCE OF 354.65' TO THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 45°00'00" E A DISTANCE OF 14.14' TO THE POINT OF BEGINNING, CONTAINING 0.083 OF AN ACRE OF LAND, MORE OR LESS.



Handwritten signature and date: 3-25-22



NOT TO SCALE

WITMER ST

(PUBLIC R.O.W.)

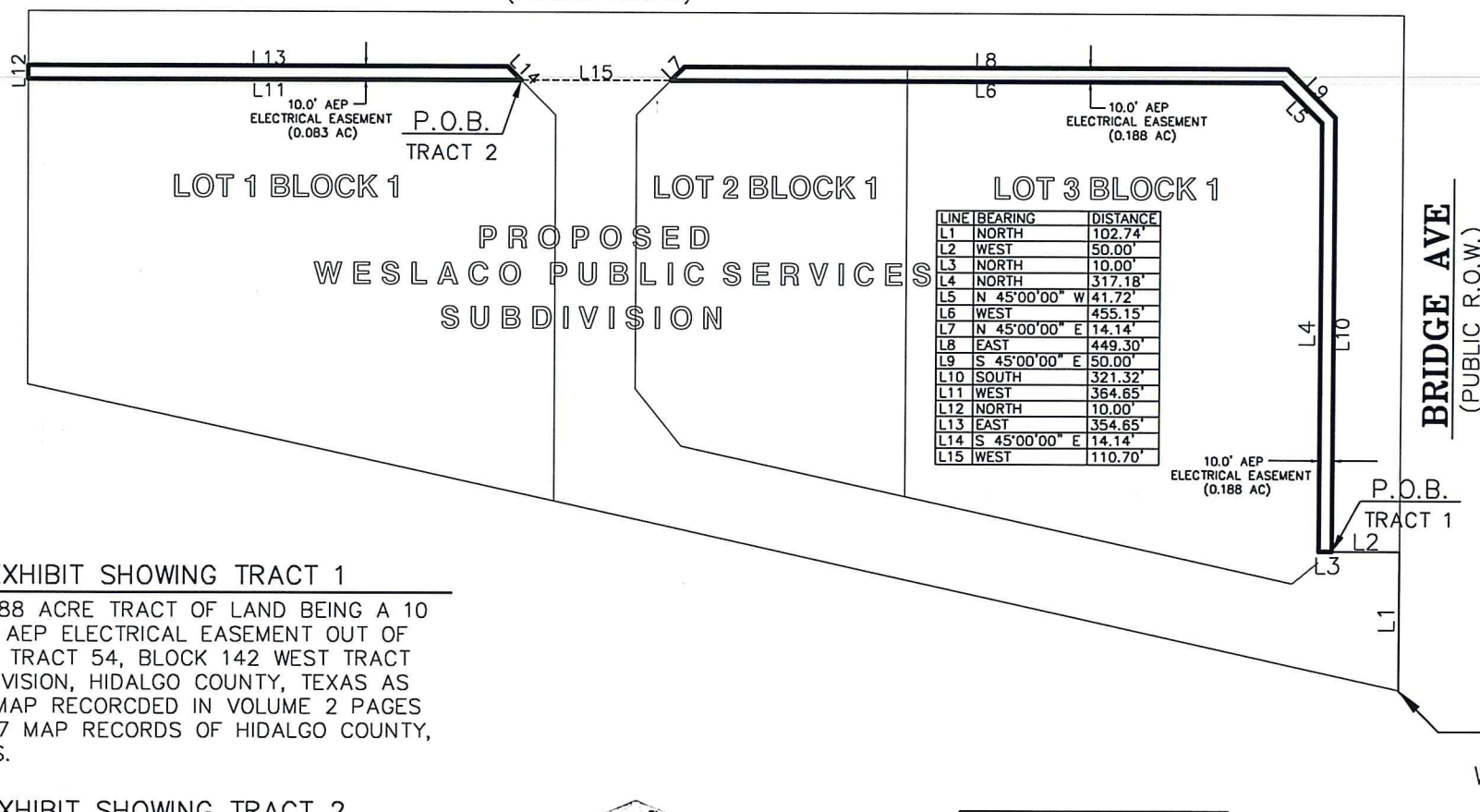


EXHIBIT SHOWING TRACT 1

A 0.188 ACRE TRACT OF LAND BEING A 10 FOOT AEP ELECTRICAL EASEMENT OUT OF FARM TRACT 54, BLOCK 142 WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 2 PAGES 34-37 MAP RECORDS OF HIDALGO COUNTY, TEXAS.

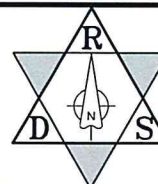
EXHIBIT SHOWING TRACT 2

A 0.083 ACRE TRACT OF LAND BEING A 10 FOOT AEP ELECTRICAL EASEMENT OUT OF FARM TRACT 54, BLOCK 142 WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 2 PAGES 34-37 MAP RECORDS OF HIDALGO COUNTY, TEXAS.



3-25-22

EXHIBIT B



RIO DELTA SURVEYING

24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM
T.B.P.L.S. FIRM # 10013900

JOB NUMBER

RIO 22 118

Exhibit "A-1"

~~"EXHIBIT-A"~~

April 22, 2022

METES AND BOUNDS DESCRIPTION 0.054 OF ONE ACRE OUT OF LOT 2, BLOCK 1 WESLACO PUBLIC SERVICES SUBDIVISION CITY OF WESLACO, HIDALGO COUNTY, TEXAS

15-FOOT AEP EASEMENT

A tract of land containing 0.054 of one acre situated in the City of Weslaco, Hidalgo County, Texas, being a part or portion out of Lot 2, Block 1, Weslaco Public Services Subdivision, according to the plat thereof recorded under Instrument Number 3276825, Hidalgo County Official Records, said 0.054 of one acre also being more particularly described as follows;

COMENCING on a No. 4 rebar found at the Northwest corner of said Lot 2, Block 1

THENCE, N 88° 46' 53" E along the North line of said Lot 2, Block 1 and the existing South right-of-way line of Witmer Street, a distance of 114.57 feet to a No. 4 rebar set for the Northwest corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, S 88° 46' 53" W continuing along the North line of said Lot 2, Block 1 and the existing South right-of-way line of Witmer Street, a distance of 15.00 feet to a No. 4 rebar set for the Northeast corner of this tract;
2. THENCE, S 02° 32' 19" E a distance of 156.78 feet to a No. 4 rebar set for the Southeast corner of this tract;
3. THENCE, N 88° 46' 53" E a distance of 15.00 feet to a No. 4 rebar set for the Southwest corner of this tract;
4. THENCE, N 02° 32' 19" W a distance of 156.78 feet to the POINT OF BEGINNING and containing 0.054 of one acre of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 04/13/2022 UNDER MY DIRECTION AND SUPERVISION.


ROBERTO N. TAMEZ, R.P.L.S. #6238

04/22/2022
DATE:



**PLAT SHOWING
15-FOOT AEP EASEMENT
0.054 OF ONE ACRE OUT OF
LOT 2, BLOCK 1,
WESLACO PUBLIC SERVICES SUBDIVISION,
INSTRUMENT No. 3276825 H.C.M.R.
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS**

EXHIBIT "B"

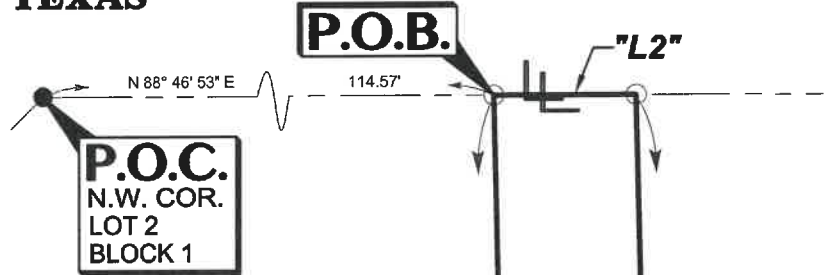
Exhibit "B - 1"

**WITMER STREET
60.0' R.O.W.**

LEGEND

- FOUND No.4 REBAR
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- N.W. COR. - NORTHWEST CORNER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS

L - LOT LINE



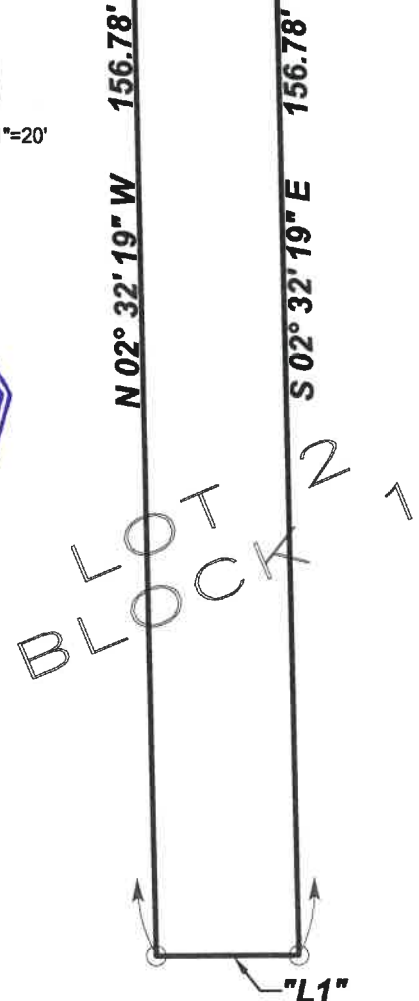
- NOTES:**
- SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
 - BEARING BASIS IS FROM THE No. 4 REBAR FOUND AT THE NORTHERNMOST NORTHEAST CORNER OF LOT 3, BLOCK 1 OF WESLACO PUBLIC SERVICES SUBDIVISION AND THE No. 4 REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, WESLACO PUBLIC SERVICES SUBDIVISION.
 - ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
 - SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.

Line Table		
Line #	Direction	Length
"L1"	S 88° 46' 53" W	15.00'
"L2"	N 88° 46' 53" E	15.00'



I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF AN EASEMENT SURVEY MADE ON THE GROUND ON 04/13/2022 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 04/22/2022



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

BOOK: T-1152, PG.55
DATE: 04/22/2022
JOB No. 21935.11
FILE NAME: 21935
DRAWN BY: Y.B.

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

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Exhibit "A-2"

~~“EXHIBIT-A”~~

May 26, 2022

**METES AND BOUNDS DESCRIPTION
0.005 OF ONE ACRE OUT OF LOT 3, BLOCK 1
WESLACO PUBLIC SERVICES SUBDIVISION
CITY OF WESLACO, HIDALGO COUNTY, TEXAS**

15-FOOT AEP EASEMENT

A tract of land containing 0.005 of one acre situated in the City of Weslaco, Hidalgo County, Texas, being a part or portion out of Lot 3, Block 1, Weslaco Public Services Subdivision, according to the plat thereof recorded under Instrument Number 3276825, Hidalgo County Map Records, said 0.005 of one acre also being more particularly described as follows;

COMMENCING on a No. 4 rebar found at the Northernmost Northeast corner of said Lot 3, Block 1;

THENCE, S 46° 13' 07" E along a corner clip, a distance of 50.00 feet;

THENCE, S 01° 13' 07" E along the East line of said Lot 3, Block 1 and the existing West right-of-way line of Bridge Avenue, a distance of 228.19 feet to a No. 4 rebar set for the Northeast corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, S 01° 13' 07" E a distance of 15.00 feet to a No. 4 rebar set for the Southeast corner of this tract;
2. THENCE, S 88° 46' 53" W a distance of 15.00 feet to a No. 4 rebar set for the Southwest corner of this tract;
3. THENCE, N 01° 13' 07" W a distance of 15.00 feet to a No. 4 rebar set for the Northwest corner of this tract;
4. THENCE, N 88° 46' 53" E a distance of 15.00 feet to the POINT OF BEGINNING and containing 0.005 of one acre of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 04/13/2022 UNDER MY DIRECTION AND SUPERVISION.



ROBERTO N. TAMEZ, R.P.L.S. #6238

05/25/2022

DATE:



EXHIBIT "B"

Exhibit "B - 2"

WITMER STREET
60.0' R.O.W.

P.O.C.
NORTHERNMOST
N.E. COR.
LOT 3
BLOCK 1



SCALE: 1"=20'

LEGEND

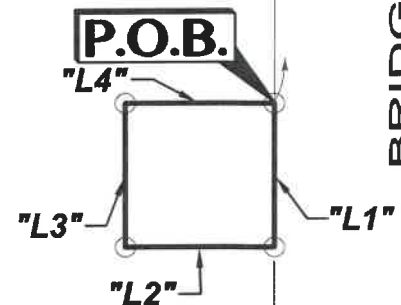
- FOUND No.4 REBAR
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- N.E. COR. - NORTHEAST CORNER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS

- LOT LINE

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE No. 4 REBAR FOUND AT THE NORTHERNMOST NORTHEAST CORNER OF LOT 3, BLOCK 1 OF WESLACO PUBLIC SERVICES SUBDIVISION AND THE No. 4 REBAR FOUND AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, WESLACO PUBLIC SERVICES SUBDIVISION.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.

Line Table		
Line #	Direction	Length
"L1"	S 01° 13' 07" E	15.00'
"L2"	S 88° 46' 53" W	15.00'
"L3"	N 01° 13' 07" W	15.00'
"L4"	N 88° 46' 53" E	15.00'



I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF AN EASEMENT SURVEY MADE ON THE GROUND ON 04/13/2022 UNDER MY DIRECTION AND SUPERVISION.



ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 05/26/2022



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

BOOK: T-1152, PG.55
DATE: 05/26/2022
JOB No. 21935.11
FILE NAME: 21935
DRAWN BY: J.G.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
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**PLAT SHOWING
15-FOOT AEP EASEMENT
0.005 OF ONE ACRE OUT OF
LOT 3, BLOCK 1,
WESLACO PUBLIC SERVICES
SUBDIVISION,
INSTRUMENT No. 3276825, H.C.M.R.
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS**



Standardized Agenda Request Form

Date of Meeting: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5525	
From:			
Subject: Discussion and consideration to award RFP No. 2021-22-29 for network cabling services, access control system and video surveillance system for the new Police and Fire Station to the most advantageous proposal from Visceral Illumination Code in an amount not to exceed \$333,513 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Information Technology.)			
Background: Network Cabling Services, Access Control System and Video Surveillance System for the new Police and Fire Station.			
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 J. Martin Vela SONIA FLORES Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments: Approve to award proposal as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: memo_v2, EVALUATION SHEET 6.15.2022, Vendor_Tabulation			
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

To: Mayor and City Commission

From: J. Martin Vela, Information Technology Department

Re: Discussion and consideration to award RFP No. 2021-22-29 to most advantageous proposal.

Date: June 27th 2022

We are requesting that you consider approval to award RFP No. 2021-22-29 for network cabling services, the video surveillance system, and the access control system for the new Police and Fire station the most advantageous proposal from Visceral Illumination code.

Please contact me with questions or concerns

J. Martin Vela
Information Technology Director, City of Weslaco
Phone: 956.968.6253
Email: jvela@weslacotx.gov

City of Weslaco
POLICE & FIRE STATION NETWORK CABLING SERVICES, ACCESS CONTROL & SURVEILLANCE SYSTEM
RFP NO.: 2021-22-29 opening on 6/8/2022 @ 10:00 AM

	EVALUATOR	A-3 dba 3SIXTY	ARTCOM SOUTH	GTS TECHNOLOGY SOLUTIONS	INSIGHT PUBLIC SECTOR	SCIENTEL SOLUTIONS	TELEPRO COMMUNICATIONS	VISCERAL ILLUMINATION CODE
1. PROJECT UNDERSTANDING	MARTIN VELA	10	25	25	23	22	20	25
1. PROJECT UNDERSTANDING	OMAR RODRIGUI	10	25	22	22	20	22	25
1. PROJECT UNDERSTANDING	MARTIN MATA	15	20	15	25	20	20	25
1. PROJECT UNDERSTANDING	ANTONIO LOPEZ	10	25	20	25	20	20	25
1. PROJECT UNDERSTANDING	JOEL RIVERA	0	23	22	22	22	18	23
CRITERIA 1 AVERAGE	MAX 25 POINTS	9.00	23.60	20.80	23.40	20.80	20.00	24.60
2. STAFFING & EQUIPMENT QUA	MARTIN VELA	20	25	20	22	20	20	20
2. STAFFING & EQUIPMENT QUA	OMAR RODRIGUI	20	25	24	23	20	22	25
2. STAFFING & EQUIPMENT QUA	MARTIN MATA	20	25	20	25	20	15	25
2. STAFFING & EQUIPMENT QUA	ANTONIO LOPEZ	16	25	20	20	20	18	25
2. STAFFING & EQUIPMENT QUA	JOEL RIVERA	18	23	23	20	23	23	23
CRITERIA 2 AVERAGE	MAX 25 POINTS	18.80	24.60	21.40	22.00	20.60	19.60	23.60
3. EXPERIENCE & REFERENCES	MARTIN VELA	25	23	20	25	20	20	20
3. EXPERIENCE & REFERENCES	OMAR RODRIGUI	24	25	25	25	25	25	24
3. EXPERIENCE & REFERENCES	MARTIN MATA	25	20	15	25	20	15	25
3. EXPERIENCE & REFERENCES	ANTONIO LOPEZ	25	25	12	20	20	20	20
3. EXPERIENCE & REFERENCES	JOEL RIVERA	20	23	22	22	18	20	23
CRITERIA 3 AVERAGE	MAX 25 POINTS	23.80	23.20	18.80	23.40	20.60	20.00	22.40
4. PROPOSED COST	MARTIN VELA	15	13	12	12	10	11	25
4. PROPOSED COST	OMAR RODRIGUI	13	23	21	19	15	17	25
4. PROPOSED COST	MARTIN MATA	15	15	10	15	10	10	20
4. PROPOSED COST	ANTONIO LOPEZ	10	9	10	9	5	7	20
4. PROPOSED COST	JOEL RIVERA	0	22	21	19	13	18	24
CRITERIA 4 AVERAGE	MAX 25 POINTS	10.60	16.40	14.80	14.80	10.60	12.60	22.80
TOTAL POINTS AVERAGE	MAX 100 POINTS	62.20	87.80	75.80	83.60	72.60	72.20	93.40
		A-3 dba 3SIXTY	ARTCOM SOUTH	GTS TECHNOLOGY SOLUTIONS	INSIGHT PUBLIC SECTOR	SCIENTEL SOLUTIONS	TELEPRO COMMUNICATIONS	VISCERAL ILLUMINATION CODE
AVERAGE BY EVALUATOR	MARTIN VELA	70	86	77	82	72	71	90
AVERAGE BY EVALUATOR	OMAR RODRIGUI	67	98	92	89	80	86	99
AVERAGE BY EVALUATOR	MARTIN MATA	75	80	60	90	70	60	95
AVERAGE BY EVALUATOR	ANTONIO LOPEZ	61	84	62	74	65	65	90
AVERAGE BY EVALUATOR	JOEL RIVERA	38	91	88	83	76	79	93

averages calculated by Homer Rhodes
on 6/15/2022



CITY OF WESLACO
POLICE & FIRE STATION NETWORK CABLING SERVICES, ACCESS CONTROL & SURVEILLANCE SYSTEM
Proposal Opening: June 8, 2022 @ 10:00am

Item	Description	QTY	3Sixty Integrated 1218 Arion Parkway Suite 120 San Antonio Texas 78216 210-545-1770	ARTCOM COMMUNICATIONS S. 304 W. Veterans Blvd Palmview, TX 78572 956-580-1333	GTS TECHNOLOGIES SOLUTIONS 9211 Waterford Centre Blvd Austin Texas 78758 512-452-0651	Insight Public Sector McColl Rd McAllen Texas 956-687-3794	Scientel Solutions 1120 Jupitrt Rd Plano Texas 75074 956-483-5197	TelePro Communications 12005 N. Bryan Rd Mission Texas 78573	Visceral Illumination code 3505 W. Alberta Rd Edinburg Texas 78539 956-533-7784
			Milestone Xprotect	Xprotect & Infinias	Verkada	Exacqvision	Avigilon &	Turnkey appliance Omnicast	Xprotect & Infinias
1	NETWORK CABLING SERVICES	1	\$0.00	\$66,298.79	\$0.00	\$98,427.00	\$376,534.00	\$0.00	\$97,210.00
2	ACCESS CONTROL SYSTEM	1	\$182,215.25	\$175,383.08	\$0.00	\$196,882.00	\$321,901.60	\$0.00	\$113,700.00
3	SURVEILLANCE SYSTEM	1	\$92,426.73	\$208,061.00	\$0.00	\$183,358.00	\$187,051.00	\$0.00	\$110,150.00
4	OTHER FEES	1	\$50,216.80	\$0.00	\$0.00	\$2,880.00	\$3,190.00	\$0.00	\$12,453.00
5	SUPPORT 2 YEARS	1	\$14,865.42	\$0.00	\$0.00	\$5,920.00	\$0.00	\$0.00	\$0.00
		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	PD BUILDING				\$300,786.32			\$407,478.00	
7	PD EVIDENCE BUILDING				\$74,099.51			\$116,679.00	
8	FIRE STATION BLDG				\$ 84,628.63			\$ 127,900.00	
			\$339,724.20	\$449,742.87	\$459,514.46	\$487,467.00	\$888,676.60	\$652,057.00	\$333,513.00



Standardized Agenda Request Form

Date of Meeting: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5529	
From:			
Subject: Discussion and Consideration to approve the Memorandum of Understanding regarding the eTRACE Internet-based firearm tracing application between the City of Weslaco Police Department (WPD) and the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)			
Background: eTRACE is a paperless firearms trace submission system and trace analysis module that is readily accessible through a connection to the World Wide Web (Internet). The information acquired through the firearms tracing process can be utilized to solve individual cases, to maximize the investigative information available for use in identifying potential illegal firearms traffickers, and to supplement the analysis of crime trends for guns and trafficking patterns.			
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 Martin Garza		Created	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation:			
Attachments, if any: Memorandum of Understanding - WESLACO TX POLICE DEPARTMENT			
Responsibilities upon Approval:			



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES



MEMORANDUM OF UNDERSTANDING REGARDING THE eTRACE INTERNET BASED FIREARM TRACING APPLICATION

Memorandum of Understanding between the WESLACO POLICE DEPARTMENT and the Bureau of Alcohol, Tobacco, Firearms and Explosives

Article I. Purpose and Authority

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) would like to extend their on-going commitment to the law enforcement community by providing participating agencies with a paperless firearm trace submission system and trace analysis module that is readily accessible through a connection to the World Wide Web (Internet). This application, known as eTrace, provides the necessary utilities for submitting, retrieving, storing and querying firearms trace related information relative to your jurisdiction. The firearms tracing process is a valuable service offered by ATF to the global law enforcement community. Information acquired through the firearm tracing process can be utilized to solve individual cases, to maximize the investigative information available for use in identifying potential illegal firearms traffickers, and to supplement the analysis of crime gun trends and trafficking patterns.

Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided with an information platform for developing the best investigative strategies for the reduction of firearms-related crime and violence. ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of illicit firearms trafficking as well as the interdiction of firearm sources to juveniles, youth offenders and other prohibited persons. This Memorandum of Understanding (MOU) is intended to formalize a partnership between the participating agencies with regard to policy and procedures relative to the access and utilization of eTrace services.

The parties enter into this MOU pursuant to 31 U.S.C. § 6305; the E-Government Act of 2002, Public Law No. 107-347; and the Government Paperwork Elimination Act of 1998 (GPEA), Public Law No. 105-277.

Article II. Background

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is a law enforcement organization within the United States Department of Justice with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF enforces the Federal laws and regulations relating to alcohol, tobacco, firearms, explosives and arson by working directly and in cooperation with others to:

- Suppress and prevent crime and violence through enforcement, regulation, and community outreach
- Support and assist federal, state, local, and international law enforcement.
- Provide innovative training programs in support of criminal and regulatory enforcement functions
- Ensure fair and proper revenue collection. Provide fair and effective industry regulation

ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, narcotics traffickers, narco-terrorists, violent gangs, and domestic and international arms traffickers.

Sections 924(c) and (e) of Title 18 of the United States Code provide mandatory and enhanced sentencing guidelines for armed career criminals and narcotics traffickers as well as other dangerous armed criminals.

As part of ATF's unique enforcement powers the Congress of the United States has provided ATF with two federal sentencing laws that mandate minimum mandatory sentences for defendants convicted of offenses relating to the possession of a firearm in violation of the Gun Control Act of 1968. Under Title 18, United States Code, Section 924(c), defendants convicted of possessing a firearm during the commission of an offense defined as a federal crime of violence or a drug trafficking crime shall receive an additional 5 years imprisonment added to the punishment for the original offense. Under Title 18, United States Code, Section 924(e), a defendant convicted of illegally possessing a firearm in violation of Section 922 (g) who has three previous convictions for an offense defined as a violent felony or as a serious drug trafficking offense shall be imprisoned not less than 15 years.

ATF uses these statutes to target, investigate and recommend prosecution of these offenders to reduce the level of violent crime and enhance public safety. ATF also strives to increase State and local awareness of available Federal prosecution under these statutes. For more information about the use of these statutes please contact your local ATF office.

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of eTrace. In addition, the MOU will designate a primary and alternate point of contact within your agency. The agency point of contact will be charged with ensuring adherence to the MOU between the Bureau and the client agency users. The MOU will require the designated agency point of contact to identify individuals from their respective agency who will require system access, to periodically validate the list of users, and to notify the National Tracing Center immediately in the event that it becomes necessary to revoke or suspend a user's account.

Article IV. Interagency Communications

The participating law enforcement entity and the Bureau of Alcohol, Tobacco, Firearms and Explosives agree that a principal point of contact within each organization shall coordinate all communications and tasks under this MOU. The designated points of contact (POC) shall be as follows:

ATF Field Division Name: Houston Field Division

Address: 5825 N. Sam Houston Parkway W.
Suite 300
Houston, Texas 77086

	Designated ATF Contact	Alternate ATF Contact
Name:	Nora Villasenor	
Title:	Executive Assistant	
Phone #:	(281) 716-8205	

Participating Law Enforcement Agency Name: WESLACO POLICE DEPARTMENT

Agency Address: 901 NORTH AIRPORT DRIVE
WESLACO, TX 78599

	Designated Law Enforcement Agency Primary POC	Designated Law Enforcement Agency Alternate POC
Name:	ALVINO FLORES	CHRISTINE SUING
Title:	LIEUTENANT	EVIDENCE TECHNICIAN
Phone #:	(956) 968-8591 ext. 2213	(956) 968-8591 ext. 2106
Email Address:	AFLORES@WESLACOTX.GOV	CHRISTINE.SUING@WESLACOTX.GOV
Date of Birth:	On File	On File
Signature:		
Date:		

Article V. Responsibilities and Procedures

In becoming an approved user of the eTrace application, the involved parties hereby acknowledge and accept the following responsibilities and procedures:

A. Responsibilities of the participating Law Enforcement Agency

The Participating Law Enforcement Agency shall:

1. Appoint a primary and alternate point of contact within your agency. The above appointed individuals will be responsible for creating and maintaining a list of all personnel within your department that will require access to eTrace.
2. The designated POC(s) within your agency will be responsible for signing as the Designated Law Enforcement Agency Primary Point of Contact and Alternate Point of Contact on page three of this MOU.
3. The designated POC(s) will immediately notify the ATF National Tracing Center via eTrace in the event that an individual's eTrace account needs to be suspended or revoked for any number of reasons, to include (but not limited to): employee transfer,

- retirement, or release from employment.
4. Once this MOU and relative attachments have been completed and signed by all involved parties, the original copies should either be mailed to the ATF National Tracing Center at the address below, or scanned and emailed to eTraceAdmin@atf.gov.

Bureau of Alcohol, Tobacco, Firearms and Explosives
National Tracing Center Division
244 Needy Road
Martinsburg, WV 25401
Attn: eTrace Customer Service Group

Phone: (800) 788-7133, ext. 01540
eMail: eTraceAdmin@atf.gov

B. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

The appointed ATF Field Division representatives shall:

1. Coordinate all communications and tasks listed under this MOU and serve as a liaison between the participating law enforcement agency and the National Tracing Center Division.

The ATF National Tracing Center (NTC) Division shall:

1. Upon receipt of this signed MOU, send an e-mail which will provide detailed instructions on the process of requesting and receiving an eTrace user account.
2. Review all applications for eTrace access in a timely manner and facilitate the provisioning of accounts to include relative user identifiers and passwords. Once accounts are activated, each individual user will receive an e-mail containing their account information.
3. Upon receipt of a request for account revocation, the NTC will immediately deactivate the said user account.

Article VI. Conditions

- Both ATF and the participating law enforcement agency acknowledge their understanding that the eTrace application is intended “FOR OFFICIAL LAW ENFORCEMENT USE ONLY”. The federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sections 1001 and 1030.
- The parties acknowledge that the eTrace application will only be accessed and utilized from your official duty station and/or alternate task force locations. However, under isolated and stringent circumstances eTrace can be accessed from an alternate location,

specifically in furtherance of Law Enforcement activities.

- The parties agree that premature disclosure of certain firearms trace information can reasonably be expected to interfere with pending or prospective law enforcement proceedings. This law enforcement sensitive information includes data that can link a traced firearm to: the location of a crime; the Federal firearms licensee; retail purchaser or possessor of a traced firearm; or to firearms trafficking patterns involving a traced firearm. It is agreed that the law enforcement sensitive firearms trace information generated pursuant to this agreement shall not be disclosed to a third party without the consent of both parties of this agreement, subject to State and Federal law. The parties agree to notify all other parties to the MOU prior to the release of any sensitive firearms trace information to a third party under State or Federal law. The parties acknowledge that trace data may only be utilized for law enforcement purposes. Through Public Law 112–55, 125 STAT. 552 (November 18, 2011), Congress enacted restrictions regarding the further dissemination of firearm trace data outside of law enforcement. The participating law enforcement agency and any contractors working on their behalf must adhere by these disclosure restrictions. ATF recommends that these restrictions are discussed with the participating law enforcement agency’s legal counsel prior to any data-sharing.
- **IT IS FURTHER AGREED THAT PRIOR TO THE INITIATION OF ANY INDEPENDENT FIREARMS TRAFFICKING INVESTIGATIONS BY THE PARTICIPATING LAW ENFORCEMENT AGENCY (BASED ON FIREARM TRACING DATA OBTAINED VIA ETRACE), THE INTELLIGENCE GROUP AT THE ABOVE REFERENCED ATF FIELD DIVISION WILL BE CONTACTED. This critical step will not only allow for the further collaboration of valuable investigative information, but will also assist in ensuring the effectiveness and overall safety of investigating officers.**
- It is understood that any report or trace result generated through the use of eTrace does not constitute a fulfillment of the Interstate Nexus requirement in any Federal, State or Administrative legal process or litigation. That expert testimony or Interstate Nexus determination is made through trained experts who must be contacted at the local ATF Field Office or Field Division Directorate.
- The parties agree that a ‘crime gun’ is defined as “any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime”.
- The parties agree that the ATF, National Tracing Center will be designated as the central recipient of all information entered into the eTrace application relative to crime gun recoveries. The participating law enforcement agency agrees to make every effort to provide complete and accurate firearm trace-related information to include: recovery location, possessor information and associated individuals. Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

Article VII. Conclusion

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the eTrace application. The result of this mutual cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of the illegal firearms market and the inception of new strategies to effectively interrupt this market and impact the rate of firearm related violence.

This MOU is effective upon the date of the last signature by the authorized representative of the parties and shall remain in effect for an unspecified time period, wherein the authorized point of contact maintains that position within the participating agency, unless terminated earlier in writing by either party. Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative of the parties. This MOU may be amended or modified only by written agreement. Parties to this MOU may terminate their participation at any time upon written notification of their intent to withdraw to all other parties in the MOU. Termination of the MOU by either party will result in the revocation of all eTrace accounts established under this agreement.

In witness whereof, the parties have hereunto executed this MOU.

Signature	Date
(Chief Law Enforcement Official)	
JOEL RIVERA	
Name	
CHIEF OF POLICE	
Title	
WESLACO POLICE DEPARTMENT	
Agency/Department	

Signature	Date
(ATF - Special Agent in Charge or designee)	
Frederick J. Milanowski	
Name	
Special Agent in Charge	
Title	
Houston Field Division	
ATF Field Division	



Standardized Agenda Request Form

Date of Meeting: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5532
From:		
Subject: Discussion and consideration to award the North Waste Water Treatment Plant Lift Station Rehabilitation to Southern Trenchless Solutions LLC, Buyboard vendor contract no. 635-21, in the amount not to exceed \$275,835 (ARPA Funds), as listed on quote #22168, and to authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department).		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
David Arce Pete Garcia SONIA FLORES Martin Garza	Created/Initiated Approved Approved New	
City Manager Comments: Approve as recommended by the Public Works Department.		
Staff Recommendation: Approval		
Attachments, if any: Memo 2022 Lift Station Repair, City of Weslaco Q#22168 rev		
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: July 5, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: FINANCING FOR NEW GRAPPLE TRUCK

Cc: Martin Garza, Interim City Manager
Rosie Cavazos, Interim Finance Director

Public Works is requesting authorization for commission's approval to the rehab of the influent well at the North Wastewater Treatment Plant. The wet well is close to collapsing some areas of the well no longer have cement and the mud is going in to the wet the mud makes it more difficult for the influent pumps to pump water to the plant and is increasing our TSS & BOD levels. We are requesting the job be awarded to Southern Trenchless "Buyboard 635-21" quote not to exceed \$275,835, funded with ARPA funds.

Staff recommends approval.



P O Box 8084; Weslaco, TX 78599
 1200 W Exp 83, La Feria, TX 78559
 Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southerntrenchless.com

Quote Issued: 6/22/2022
 Quote: 22168

Invoice Issued: _____

Invoice: _____

Purchase Order # _____

Buyboard 635-21

Project: City of Weslaco - WWTP Lift Station Rehabilitation

Line No.	Item No.	Description	QTY	UNIT	Unit Price	Total
WWTP - Lift Station Rehabilitation						
1	231	Mobilization	1	Ea	\$ 6,500.00	\$ 6,500.00
2	113	Set up 12" Pump (Per Pump)	2	Ea	\$ 3,300.00	\$ 6,600.00
3	117	Set up 12" Piping	100	Lf	\$ 33.00	\$ 3,300.00
4	123	Operate 12" Pumping System	14	Days	\$ 3,175.00	\$ 44,450.00
5	114	Set up 4" piping	250	Lf	\$ 5.50	\$ 1,375.00
6	116	Set up 6" Piping	50	Lf	\$ 16.50	\$ 825.00
7	95	Manhole Rehabilitation Cementitious	2720	Sf	\$ 22.00	\$ 59,840.00
8	98	Manhole Rehabilitation Epoxy	2720	Sy	\$ 26.00	\$ 70,720.00
9	93	Scaffold Setuo	18	Vf	\$ 1,000.00	\$ 18,000.00
10	528	Vac-Truck Lift Stn/ Mh Sludge Removal	20	Hr	\$ 650.00	\$ 13,000.00
11	519	Pipe or Other Confined Space ManEntry SS	14	Days	\$ 1,650.00	\$ 23,100.00
12	518	Void filling Exterior of pipe or structure	375	Cf	\$ 75.00	\$ 28,125.00
13		Payment & Performance Bonds (if needed)	0	LS	\$ 8,275.00	\$ -
Total						\$ 275,835.00
*** Quote Valid for 60 days ***						

Exclusion: 1 Water to be provided by the City of Weslaco at no charge to Southern Trenchless, LLC.
 2 Waste site to be provided by City of Weslaco.

Instructions: ** Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____

Print Name: _____

Title: _____

***** Please Make Checks Payable To:**
Southern Trenchless Solutions, LLC.
 P.O. Box 8084
 Weslaco, Texas 78599



We Appreciate Your Business!!!



Standardized Agenda Request Form

Date of Meeting: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5561	
From:			
Subject: Discussion and consideration of proposed Change Order No. 2 for the Fire and Police Stations Off-Site Improvements Project in the amount of \$4,669 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Engineer.)			
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):			
ADELAIDA VEGA Albert Aldana SONIA FLORES Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the City Engineer.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: 07-05-22CC_Castle CO#2, CO #2 - AIA Form Request, CO #2 Request			
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: July 5, 2022

TO: Mayor David Suarez, City Commission
Interim City Manager Martin Garza

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

RE: **New Fire & Police Stations Off-Site Improvements
Proposed Castle Enterprises Change Order #2**

This item seeks your approval of proposed change order #2 in the amount of \$4,669.00. This change order accounts for additional work resulting from a water line conflict with the proposed storm drainage pipe at Bridge St. See the attached proposal and change order document.

Staff recommends approval of this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aldana", written over a horizontal line.

AIA[®] Document G701[™] – 2017

Change Order

PROJECT: Fire & Police Department
Stations Off-Site Improvements

CONTRACT INFORMATION: Contract
For: C#2021-22-05
Date: 03/28/2022

CHANGE ORDER INFORMATION: Change
Order Number: 02
Date: 06/12/2022

OWNER: City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596

ARCHITECT: City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596

CONTRACTOR: Castle Enterprises, LLC
2210 Marro Road
Monte Alto, TX 78538

The Contract is changed as follows:

The need to adjust the existing waterline that runs north and south along the west side of Bridge Avenue due to a conflict with the 24" RCP storm line. The conflict is from the existing storm manhole at Structure 1 to the proposed Structure 2.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 736,497.45
The net change by previously authorized Change Orders	\$ 24,925.58
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 761,423.03
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 4,669.00
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ 766,092.03
The Contract Time will be (increased) (decreased) (unchanged) by	(2) days.
The new date of Substantial Completion will be	November 05, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

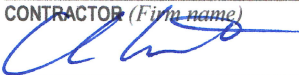
City of Weslaco
ARCHITECT (Firm name)

Albert J. Aldana, P.E.
SIGNATURE

Albert J. Aldana, P.E. City Engineer
PRINTED NAME AND TITLE

06/30/22
DATE

Castle Enterprises, LLC
CONTRACTOR (Firm name)


SIGNATURE

Christopher Castillo, Dir. of Construction
PRINTED NAME AND TITLE

06/12/2022
DATE

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Change Order Worksheet
 Contractor Name: Castle Enterprises
 Starting Date: 3/28/2022
 Project Ending Date: 11/3/2022
 Engineer's/County Project Desc: Fire & Police Department Stations Off-Site Improvements

Change Order: 2
 Date: 6/12/2022
 Engineer's/County Project No.: CH2021-22-05

No.	Item Code	Description	Unit	Original Schedule Value			Change Order No. 2	
				Original Rates	Qty	Dollars	Change Qty	Change Cost
DEMOLITION								
1		REMOVAL - CURB AND/OR GUTTER	LF	\$ 3.99	1470	\$ 5,865.30		\$ -
2		REMOVAL - SANITARY SEWER MANHOLE	EA	\$ 558.25	1	\$ 558.25		\$ -
3		REMOVAL - SANITARY SEWER LINE	LF	\$ 3.94	170	\$ 669.80		\$ -
PAVING IMPROVEMENTS								
4		2.5" HMAC	SY	\$ 22.55	3797	\$ 85,622.35		\$ -
5		1.5" HMAC	SY	\$ 16.21	6227	\$ 100,939.67		\$ -
6		PLANE OR MILL PAVEMENT (1.5")	SY	\$ 5.97	5455	\$ 32,566.35		\$ -
7		10" FLEX BASE	SY	\$ 10.88	7201	\$ 78,346.88		\$ -
8		8" LIME TREATED SUBGRADE - 4%	SY	\$ 7.31	7201	\$ 52,639.31		\$ -
9		CONCRETE CURB & GUTTER	LF	\$ 14.59	3146	\$ 45,900.14		\$ -
10		STREET - CONCRETE DRIVEWAY APRON/PAVEMENT	SY	\$ 56.55	175	\$ 9,896.25		\$ -
11		5' CONCRETE SIDEWALK (4" THICK)	SY	\$ 40.88	724	\$ 29,597.12		\$ -
12		ADA RAMP	EA	\$ 761.25	4	\$ 3,045.00		\$ -
DRAINAGE IMPROVEMENTS								
12		CONNECTION TO EXISTING STORM MANHOLE	EA	\$ 1,087.50	1	\$ 1,087.50		\$ -
13		48" MANHOLE	EA	\$ 4,132.50	1	\$ 4,132.50		\$ -
14		TY A INLET	EA	\$ 3,697.50	7	\$ 25,882.50		\$ -
15		18" RCP	LF	\$ 52.72	532	\$ 28,047.04		\$ -
16		24" RCP	LF	\$ 64.21	551	\$ 35,379.71		\$ -
WATER IMPROVEMENTS								
17		8" WATERLINE	LF	\$ 42.08	993	\$ 41,785.44		\$ -
18		16" STEEL CASING	LF	\$ 130.27	95	\$ 12,375.65		\$ -
19		16"x8" TAPPING SLEEVE	EA	\$ 7,008.40	1	\$ 7,008.40		\$ -
20		8" 45 DEGREE	EA	\$ 683.94	6	\$ 4,103.64		\$ -
21		8" 90 DEGREE	EA	\$ 829.49	1	\$ 829.49		\$ -
22		8" 11.25 DEGREE	EA	\$ 767.88	1	\$ 767.88		\$ -
23		8" GATE VALVE AND COLLAR	EA	\$ 2,178.02	3	\$ 6,534.06		\$ -
24		FIRE HYDRANT W/GATE VALVE	EA	\$ 6,422.47	1	\$ 6,422.47		\$ -
25		CUT AND RESTORE PAVEMENT	SY	\$ 33.86	22	\$ 744.92		\$ -
SEWER IMPROVEMENTS								
26		SEWER SERVICE CONNECTIONS	EA	\$ 1,872.01	3	\$ 5,616.03		\$ -
27		8" PVC SDR26	LF	\$ 33.55	601	\$ 20,163.55		\$ -
28		48" FIBERGLASS MANHOLE	EA	\$ 4,862.29	4	\$ 19,449.16		\$ -
29		CUT AND RESTORE PAVEMENT	SY	\$ 33.86	76	\$ 2,573.36		\$ -
30		CONNECT TO EXISTING SANITARY SEWER	EA	\$ 1,305.00	1	\$ 1,305.00		\$ -
MISCELLANEOUS								
31		TRAFFIC CONTROL PLAN AND DEVICES	LS	\$ 6,380.00	1	\$ 6,380.00		\$ -
32		PAVEMENT MARKINGS	LS	\$ 33,539.23	1	\$ 33,539.23		\$ -
33		TEMPORARY EROSION	LS	\$ 8,598.50	1	\$ 8,598.50		\$ -
34		MOBILIZATION	LS	\$ 14,500.00	1	\$ 14,500.00		\$ -
35		CONSTRUCTION STAKING	LS	\$ 3,625.00	1	\$ 3,625.00		\$ -
CHANGE ORDER #1								
CO#1A		4" CONDUIT SCH 40	LF	\$ 32.28	423	\$ 13,654.44		\$ -
CO#1B		4" LONG RADIUS W/CONCRETE BOX	EA	\$ 570.14	1	\$ 570.14		\$ -
CO#1C		6" PVC FH ADJUSTMENT	EA	\$ 3,567.00	3	\$ 10,701.00		\$ -
CHANGE ORDER #2								
CO#2A		BRIDGE WATERLINE ADJUSTMENT	EA	\$ 4,669.00	0	\$ -	1	\$ 4,669.00
				TOTAL BASE	\$	761,423.03	CHANGE ORDER NO. 2	\$ 4,669.00



Standardized Agenda Request Form

Date of Meeting: July 5, 2022		Agenda Item No. (to be assigned by CSO): 2022-5562	
From:			
Subject: Discussion and consideration to approve a proposed contract amendment in the amount of \$23,462 with Halff Associates to perform an Archeological Study for the Kansas-Los Torritos Drainage project and authorize the Mayor to execute 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):			
ADELAIDA VEGA Albert Aldana SONIA FLORES Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the City Engineer.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 07-05-22CC_Halff Archeological Study, Archeological survey Proposal			
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: July 5, 2022

TO: Mayor David Suarez, City Commission
Interim City Manager Martin Garza

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

RE: **Drainage Project #3 - Kansas-Los Torritos Drainage Improvements**

This item seeks your approval of a fee proposal from Halff Associates, Inc. to perform an Archeological Study for the subject project. An Archeological Study has been requested by Texas Division of Emergency Management (TDEM) and now remains as the only outstanding item to receive approval of the project. Halff has indicated the process to receive approval of the study is approximately 2 months

Staff recommends approval of this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aldana", with a stylized flourish at the end.



February 4, 2022
34810.005

Andrew Munoz, Interim City Manager
City of Weslaco
255 South Kansas Avenue
Weslaco, Texas 78596

Subject: Archeological Survey Proposal for Kansas & Los Torritos to Weslaco City Park Drainage Improvements Project

Dear Mr. Munoz:

Halff Associates, Inc. (Halff) is pleased to submit this proposal for an archeological survey of the Kansas & Los Torritos to Weslaco City Park Drainage Improvements Project located in Weslaco, Texas (Project). Per the latest coordination with the State Historical Preservation Officer (SHPO) of the Texas Historical Commission, the SHPO is requiring an archeological survey of the project. This proposal includes providing experienced archeologists to perform an archeological survey for the Project and includes the tasks outlined and described below.

Task 1: Antiquities Permit Application

Halff will perform a desktop review of readily available environmental and cultural resources information to evaluate potential project effects to archeological historic properties. The Texas Archeological Sites Atlas maintained by the Texas Historical Commission (THC Atlas) will be reviewed to determine whether any archeological historic properties listed on or eligible for the NRHP, cemeteries, Official Texas Historical Markers (OTHM)s are documented within or adjacent to the Project. Background research will also include a review of local soil and geologic information to evaluate the potential for buried archeological deposits, and historic U.S. Geological Survey (USGS) topographic maps and aerial photography to evaluate the potential for historic-age structures. Halff will complete and submit an Antiquities Permit application to the Texas Historical Commission (THC) and conduct any necessary stakeholder and agency consultation as part of this task.

Task 2: Archeological Survey

Upon receipt of an Antiquities permit number from the THC, Halff will perform an archeological survey within the Project area. The survey will conform to the Council of Texas Archeologists Survey Standards for Texas and supervised by an archeologist that meets the U.S. Secretary of the Interior (SOI) Professional Qualification Standards for Archaeology and Historic Preservation and professional qualification requirements for Principal Investigator. Components of the survey may include pedestrian reconnaissance, shovel testing, backhoe trenching, site documentation, artifact inventories and digital photography. All exposed surfaces will be examined for evidence of cultural materials and the excavation of shovel tests and backhoe trenches will be conducted on a judgmental basis where the Project area exhibits potential to contain buried and undisturbed archeological materials.

If archeological sites are identified in the Project area, site boundaries will be delineated by the surface extent of artifacts, shovel testing and/or backhoe trenches. The location of all shovel tests, features and other significant elements of the site will be documented with Global Positioning System (GPS) capable of sub-meter accuracy. All newly discovered sites will undergo a preliminary evaluation of integrity that would potentially warrant formal NRHP/SAL consideration. Formal NRHP/SAL eligibility determinations of any archeological sites identified during the survey or effect evaluations to above-ground historic resources identified within or adjacent to the Project area would not be covered in the scope proposed herein.

Task 3: Survey Report

Halff will prepare a draft report that summarizes the findings of the archeological survey and provides recommendations regarding any Project impacts to archeological historic properties. Following a period of City review and comment, the draft report will be submitted to the THC and any additional required agencies for review. After addressing any agency comments, Halff will submit a final report to the City and THC.

Task 4: Curation

Pursuant to 13 Texas Administrative Code 26.17, and after acceptance of the final report by the THC, the project records generated through the course of the archeological survey and collected artifacts will be prepared for permanent curation at the Center for Archaeological Studies located at Texas State University in San Marcos, Texas.

Fee

Halff will perform the tasks outlined above for a lump sum amount of **\$23,462**, which includes all labor and non-labor expenses. Formal NRHP/SAL eligibility determinations of any archeological sites identified during the survey or effect evaluations to above-ground historic resources identified within or adjacent to the Project area are not covered in the above cost estimate.

If you have any questions or concerns regarding this proposal, please contact me by phone or email.

Sincerely,

HALFF ASSOCIATES, INC.


Kristina Lead, PE CFM
Project Manager